AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
July 13, 2017
9:00 a.m.

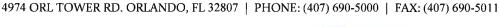
Meeting location: Central Florida Expressway Authority
Board Room
4974 ORL Tower Road
Orlando, FL 32807

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

- C. APPROVAL OF MAY 12, 2017 BOARD MEETING MINUTES (action Item)
- D. APPROVAL OF CONSENT AGENDA (action Item)
- E. REPORTS
 - 1. Chairman's Report
 - 2. Treasurer's Report
 - 3. Executive Director's Report
- F. REGULAR AGENDA ITEMS
 - 1. AMENDMENTS TO BOARD RULES OF PROCEDURE AND COMMITTEE CHARTERS TO INCLUDE BREVARD COUNTY Joseph Passiatore, General Counsel (action item)
 - 2. **EXECUTIVE ASSISTANT APPOINTMENT –** Laura Kelley, Executive Director (info item)





- APPROVAL OF LAKE / ORANGE CONNECTOR FEASIBILITY AND PROJECT DEVELOPMENT STUDY (US 27 TO SR 429) – Glenn Pressimone, Director of Engineering (action item)
- 4. APPROVAL OF CONTRACT AWARD TO LANE CONSTRUCTION CORPORATION FOR S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL PROJECT NO. 408-128 Glenn Pressimone, Director of Engineering (action item)
- 5. **EXPRESSWAY CONGESTION RELIEF PLAN** Glenn Pressimone, Director of Engineering and Hugh Miller, Ph.D., P.E., CDM Smith, Inc. (info. item)
- G. BOARD MEMBER COMMENT
- H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF 5/12/17 BOARD MEETING MINUTES

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING May 12, 2017

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

Board Members Present:

Mayor Buddy Dyer, City of Orlando (Chairman)
Commissioner Fred Hawkins, Jr., Osceola County (Vice Chairman)
Jay Madara, Gubernatorial Appointment (Treasurer)
Commissioner Brenda Carey, Seminole County
Commissioner Sean Parks, Lake County
Commissioner Jennifer Thompson, Orange County

Board Members Participating by Phone:

Mayor Teresa Jacobs, Orange County S. Michael Scheeringa, Gubernatorial Appointment

Board Member Not Present:

Andria Herr, Gubernatorial Appointment

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Tumpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Executive Assistant/Recording Secretary

A. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Buddy Dyer.

B. PUBLIC COMMENT

Bob Hartnett, Executive Director of TEAMFL, gave an update on the TEAMFL meeting held on May 4 and 5 in Orlando.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Parks and seconded by Commissioner Thompson to approve the April 13, 2017 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) members voting AYE by voice vote; Ms. Herr was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

ACCOUNTING/FINANCE

- 1. Approval of Roadway Insurance Policy with Zurich American Insurance Company (Policy cost: \$681,855)
- 2. Approval of Revised Debt Policy and Resolution
- 3. Approval of Revised Interest Rate Risk Management Policy and Resolution

CONSTRUCTION

- Authorization to advertise for construction bids for S.R. 429 Wekiva Parkway Landscaping Contract No. 001289/Project 429-824
- 5. Authorization to advertise for construction bids for S.R. 417/Boggy Creek Road Systems Interchange Landscape Improvements Contract No. 001311/Project 417-301D
- 6. Authorization to advertise for construction bids for Goldenrod Road Resurfacing from Lee Vista Blvd. to Narcoossee Road Contract No. 001317/Project 800-903E
- Authorization to advertise for CEI services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line – Contract No. 001315/Project 417-135
- Approval of final ranking and authorization to enter into fee negotiations with CDM Smith, Inc. for S.R. 408/S.R. 417 Interchange Improvements Phase 2 – Contract No. 001278/Project 408-253G
- 9. Approval of construction contract modifications on the following projects:

٧.	Approval of constitution		owning projects.
	a.Project 599-526B	Sice, Inc.	(\$31,301.91)
	b. Project 429-206	GLF Construction Corp.	\$68,998.09
	c. Project 429-202	Prince Contracting LLC	\$115,330.85
	d. Project 528-313	The Lane Construction Corp.	\$30,437.14

ENGINEERING

 Approval of contract award to the Horizon Engineering Group, Inc./Sema Construction for S.R. 408/S.R. 417 Interchange Improvements Phase 2 Design/Build Services – Contract No. 001266 (Agreement value: \$63,700,000)

- 11. Approval of contract award to Preferred Materials for S.R. 408 Milling & Resurfacing from the Lake Underhill Bridge to Yucatan Drive Contract No. 001268/Project 408-739 (Agreement value: \$6,197,428.98)
- 12. Authorization to advertise for Letters of Interest for Interchange Modification Report Consultant Services for S.R. 429/Florida's Tumpike Systems Interchange Contract No. 001316/Project 429-144
- Authorization to advertise for Letters of Interest for Design Consultant Services for S.R.
 528/S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to
 Goldenrod Road Contract No. 001314/Project 528-143
- Authorization to advertise for Letters of Interest for Design Consultant Services for S.R. 417
 Widening from John Young Parkway to Landstar Blvd. Contract No. 001313/Project 417-142
- Authorization to advertise for Letters of Interest for Design Consultant Services for S.R. 417
 Widening from International Drive to John Young Parkway Contract No. 001312/Project 417-141

INTERNAL AUDIT

- 16. Approval of contract renewal agreement with Protiviti, Inc. for Internal Auditing Services Contract No. 000931 (Agreement value: \$499,000)
- 17. Approval of contract renewal agreement with Protiviti, Inc. for Payment Card Industry (PCI) Compliance Audit Services Contract No. 000960 (Agreement value: \$65,000)

<u>LEGAL</u>

- 18. Authorization to accept Settlement Agreement in the amount of \$356,700 for the taking of Parcel 250 (Odis & Polly Dover, et al), Project 429-204
- 19. Authorization to accept Settlement Agreement in the amount of \$573,716.00 for Parcel 153 (Ponkin Road Property, LLC), Project 429-202
- 20. Approval to serve Offer of Judgment in the amount of \$338,150 for Parcel 252 (Anthony Randall Carter, et al)
- 21. Approval to serve Offer of Judgment in the amount of \$695,075 for Parcel 253 (Aran Glen Carter, et al)
- 22. Approval to serve Offer of Judgment in the amount of \$225,000 plus statutory attorney's fees and expert fees and costs for Parcel 288, Project 429-205 (Thomas Olin Mahaffey, Jr. & Julia Mahaffey)
- 23. Authorization to accept mediated settlement in the amount of \$699,990 for Parcel 292 (Kimberly Buchheit), Project 429-205

<u>MAINTENANCE</u>

- 24. Authorization to advertise Request for Proposals for Systemwide Landscape Maintenance Services for S.R. 408, S.R. 417, S.R. 528, S.R. 429, S.R. 414, S.R. 451 and CFX Headquarters Building Contract No. 001309
- 25. Approval of contract renewal with Kisinger Campo & Associates for Bridge Inspection Services Contract No. 001127 (Agreement value: \$350,000)
- 26. Approval of contract renewal with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services Contract No. 000988 (Agreement value: \$300,000)

PROCUREMENT

27. Approval of Amendments to Procurement Policy and Resolution

SPECIAL PROJECTS

28. Approval to purchase E6 Readers from Amtech in support of the Toll System Upgrade Project (total cost of \$703,500)

TECHNOLOGY

29. Authorization to advertise for bids for the procurement of High Definition CCTV Cameras for use on the CFX ITS network – Project 599-528

TOLL OPERATIONS

- 30. Approval of Purchase Order to Cummins-Allison Corp. for bill & coin counters for the plazas (Purchase Order amount: \$117,708)
- 31. Approval of contract renewal agreement with TransCore, LP for System Hardware Maintenance Contract No. 000178 (Agreement value: \$6,850,870.12)
- 32. Approval of contract renewal agreement with TransCore, LP for System Software Maintenance Contract No. 000179 (Agreement value: \$1,956,279.07)
- 33. Approval of Express Services, Inc., d/b/a Express Employment Professionals as subconsultant for the Toll Facilities Operations and Management Services Contract with AECOM Energy & Construction, Inc. Contract No. 001286
- 34. Approval of AceApplications, LLC as subconsultant for the E-PASS and VES Enforcement Operations Contract with Egis Projects, Inc. Contract No. 001105

FOR INFORMATION ONLY

35. Notification that MSE Group, LLC will replace 3E Consultants, Inc. as a subconsultant to Inwood Consulting Engineers, Inc. – Contract No. 001249/Project No. 599-222

General Counsel Joseph Passiatore requested that Consent Agenda Item #22 be pulled due to new information that has been received.

A motion was made by Commissioner Carey and seconded by Commissioner Parks to approve the Consent Agenda with the exception of item #22. The motion carried unanimously with eight (8) members voting AYE by voice vote; Ms. Herr was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Dyer thanked those who came out to the UCF Downtown Campus ribbon cutting yesterday. He also thanked the CFX Board Members for adjusting their schedules to have the meeting today.
- Since our last meeting, Ms. Kelley and her team met with the Tumpike on the interoperability agreement.
- While in Tallahassee last month, Chairman Dyer had the opportunity to meet with Ben Watkins from the Division of Bond Finance and Rachel Cone, Interim FDOT Secretary, about several items including the potential transfer of the Turnpike's sections of SR 528, SR 417 and SR 429.
- Chairman Dyer pointed out that SB/HB 299 passed to add Brevard County as a 10th member on the CFX Board. At the next meeting, Ms. Kelley and her team will present to the Board the revised committees and policy changes due to the new board make-up.
- Staff has determined that we do not need a Board meeting in June.

2. TREASURER'S REPORT

Mr. Madara reported that toll revenues for March were \$37,545,728, which is 7% above projections and 8% above prior year. CFX's total revenues were \$41.2 million for the month.

Mr. Madara commented that the 2% increase in revenues for February over last year is not an indication of slowing growth, but was due to fewer work days in February.

Total OM&A expenses were \$7.4 million for the month and \$48.7 million year-to-date, which is 8% under budget.

After debt service, the total net revenue available for projects was \$20 million for March and \$146 million year-to-date. Our projected year end senior lien debt service ratio is 2.08 which is higher than our budgeted ratio of 1.98

3. EXECUTIVE DIRECTOR'S REPORT

Laura Kelley provided the Executive Director's Report in written form.

In addition, Ms. Kelley reported on the following:

- In preparation for Brevard County joining our Board in July, we have scheduled a briefing with Brevard County later this month.
- We have asked our Traffic and Revenue Consultant, CDM Smith to do an analysis on moving traffic to off-peak hours during construction of the I-4 Ultimate Project. We will provide our recommendations at the July 13 Board meeting based on that analysis.
- Commissioner Sean Parks reported on the TEAMFL meeting which was held on May 4 and 5
- We have been meeting with Commissioner Sean Parks and Commissioner Betsy VanderLey about the US 27/SR 429 connector, which crosses the Orange/Lake County line. Staff will be coming to the Board on July 13 to talk about the options moving forward.
- Ms. Kelley recognized Diane Bonnett, who is retiring after 23 years at the E-PASS service center. Ms. Bonnett was one of the first E-PASS customer service representatives.

F. REGULAR AGENDA ITEMS

1. APPOINTMENT OF CITIZEN MEMBER TO AUDIT COMMITTEE

Jay Madara requested that Megan Zee be appointed to the Audit Committee as a replacement to Tamrin Mahon, who has resigned from the Committee. The Board members were provided background information on Ms. Zee.

A motion was made by Mr. Madara and seconded by Commissioner Carey to appoint Megan Zee to the Audit Committee. The motion carried unanimously with eight (8) members voting AYE by voice vote; Ms. Herr was not present.

2. **LEGISLATIVE UPDATE**

In Ms. Maikisch's absence, Mr. Chris Dudley of Southern Strategy Group gave an update on the 2017 State legislative session, which concluded on May 9.

Highlights:

- SB 368 formally designates that portion of S.R. 408 between Kirkman Road and Clarke Road in Orange County as the "Arnold Palmer Expressway."
- HB 299 created a 10th seat on the Central Florida Expressway Authority by adding a member of the Brevard County Commission to the CFX board.
- HB 1049 makes some significant policy changes to the MDX and FDOT/FTE toll policy.

- FDOT Package: HB 865 adopted a series of proposals related to the FDOT legislative request.
- SB 80 provided new safeguards for public agencies to timely respond to request for public records without the immediate threat of lawsuit and damages. The bill also clarifies that it does not create a private right of action, and a court may only require an agency to pay attorney fees and costs directly related to the public records enforcement action.
- After a multi-year battle, SB 221 will establish minimum insurance requirements for Transportation Network Companies (Uber and Lyft), require thorough background screening standards for TNC drivers, and include consumer protection provisions. In addition, the bill provides regulatory certainty for TNC services in Florida by replacing a patchwork of conflicting local regulations with a unified statewide framework through the Department of Highway Safety and Motor Vehicles.
- HB 695 primarily addressed the liability needs of All-Aboard Florida utilizing the Florida East Coast Railway lines. The bill also placed additional FDOT oversight on SFRTA expenditures.

(Mayor Jacobs ceased her phone participation during this presentation.)

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

3. <u>APPROVAL OF FY 2018 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND</u> FY 2018 - FY 2022 FIVE-YEAR WORK PLAN

CFO Lisa Lumbard presented the FY 2018 Operations, Maintenance & Administration Budget for approval (Exhibit "A"). She explained one minor revision from the draft budget that was presented last month, which resulted in a reduction of approximately \$100,000 to the operations budget. The OM&A Budget is 12% of the proposed spending for next year.

	FY 2017 Budget	FY 2018 Budget	Change	%
Operations Budget	\$52,180,152	\$57,121,172	\$4,941,020	9.5%
Maintenance Budget	\$17,131,201	\$17,804,909	\$673,708	3.9%
Administration Budget	\$7,811,620	\$8,213,774	\$402,154	5.1%
Other Operating	\$2,669,000	\$2,535,599	(\$133,401)	-5.0%
TOTAL BUDGET	\$79,791,973	\$85,675,454	\$5,883,481	7.4%

Director of Engineering Glenn Pressimone presented for approval the FY 2018 – FY 2022 Five-Year Work Plan, which totals \$1.63 billion (Exhibit "B"). There are no changes to the final Work Plan that was presented as a draft last month.

Ms. Lumbard confirmed that the Work Plan is fully fundable. It will require additional debt of approximately \$835 million to be issued over six years. The debt coverage ratios meet our 1.60 planning target. After OM&A expenses and debt service, there will be approximately \$164 million available for system projects.

A motion was made by Mr. Madara and seconded by Commissioner Hawkins to approve the FY 2018 Operations, Maintenance & Administration Budget and FY 2018 - FY 2022 Five-Year Work Plan as presented. The motion carried unanimously with seven (7) members voting AYE by voice vote; Ms. Herr and Mayor Jacobs were not present.

G. BOARD MEMBER COMMENT

There were no comments from the Board Members.

H. ADJOURNMENT

Chairman Dyer adjourned the meeting at 9:35 a.m	Chairman D	ver ad	iourned th	e meetina	at 9:35	a.m.
---	------------	--------	------------	-----------	---------	------

Buddy Dyer
Chairman
Central Florida Expressway Authority
Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on ______, 2017

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, wwexpresswayauthority.com

D.Consent Agenda

CONSENT AGENDA July 13, 2017

ACCOUNTING/FINANCE

1. Approval of Contract Award for Insurance Broker Services to Arthur J. Gallagher – Contract No. 001284 (Agreement Value: \$150,000)

ADMINISTRATIVE SERVICES

- 2. Approval of Metro Orlando Economic Development Commission Annual Investment (Investment Amount: \$50,000)
- 3. Approval of Supplemental Agreement No. 1 with Southern Strategy Group, Inc. for Legislative Advocacy and Consultant Services Contract No. 000894 (Agreement amount not to exceed \$62,500)

CONSTRUCTION

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

a.	Project 408-629	United Signs and Signals, Inc.	(\$3,302.48)
b.	Project 599-912	The Integration Factory, Inc.	(\$3,459.40)
C.	Project 429-203	Superior Construction Co. SE, LLC	\$21,663.61
d.	Project 528-313	The Lane Construction Corp.	\$277,940.77
e.	Project 599-411	Atlantic Civil Constructors Corp.	(\$7,756.78)
f.	Project 528-138	Southland Construction, Inc.	\$107,120.00
g.	Project 429-202	Prince Contracting, LLC	\$429,205.14
ĥ.	Project 253F	The Lane Construction Corp.	\$348,775.28
i.	Project 599-525	Traffic Control Devices, Inc.	\$78,685.32

- 5. Approval of Contract Award to SEMA Construction, Inc. for Southbound S.R. 417 to Westbound S.R. 528 Ramp Realignment Project No. 599-126 Contract No. 001206 (Agreement Value: \$8,370,000)
- 6. Approval of Contract Award to Tecta America Southeast LLC for Roof Replacement for Toll Plazas on S.R. 417 Project No. 417-744 Contract No. 001262R (Agreement Value: \$609,562.07)
- 7. Authorization to Advertise for Construction Management Consultant Services Contract No. 001327
- 8. Authorization to Advertise for Construction Bids Systemwide E-PASS Signage Project 599-630 Contract No. 001329

- Approval of Contract Award to Kenyon & Partners, Inc. for S.R. 408 & S.R. 429 Toll Plaza Air Conditioner Replacements Project No. 599-732A – Contract No. 001247 (Agreement Value: \$592,735)
- Approval of Contract Award to RK&K for Construction Engineering and Inspection Services for S.R. 408 Widening from S.R. 417 to Alafaya Trail Project 408-128 – Contract No. 001194 (Agreement Value: \$6,000,000)

ENGINEERING

- 11. Approval of Contract Renewal Agreement with CH2M Hill, Inc. for Wekiva Parkway Contract No. 000746 (Agreement Value: \$0)
- 12. Approval of Echezabal & Associates, Inc. as Subconsultant for the Osceola Parkway Extension Concept, Feasibility & Mobility Studies Contract with CH2M Hill, Inc. Contract No. 001248
- 13. Approval of Joel P. Leisch, P.E. as Subconsultant for the General Engineering Consultant Services Contact with Dewberry Engineers, Inc. Contract No. 001145
- 14. Approval of Final Ranking and Contract Award to CDM Smith for General Traffic and Earnings Consultant Services Contract No. 001300 (Agreement Value: \$2,550,000)

INTERNAL AUDIT

- 15. Acceptance of Internal Audit Reports
 - a. Purchasing Spend Data Audit
 - b. Accounting System and SOD Review
 - c. Human Resources Process Review
 - d. Business Continuity Management Review
 - e. Information Security Risk Assessment Phase I
 - f. Customer Service Center Performance Assessment
 - g. Discount / Rebate Program Audit
 - h. Fiscal 2018 Internal Audit Plan

LEGAL

- 16. Approval of Florida Department of Environmental Protection's Request to Terminate Lease on Neighborhood Lakes Property
- 17. Authorization to Accept Settlement in the amount of \$592,928 for Parcel 169/869 (Cynthia A. Cioci) Project No. 429-203
- 18. Authorization to Accept Settlement Proposal in the amount of \$854,825 for Parcels 112 (Parts A & B)/712 (Cynthia J. Henderson and Robert S. Henderson), Project 429-202

- 19. Approval of Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a Duke Energy for Parcels 311, 312, 314, 316, 319, 320, 322, 328, 335, 811, 816, 820, and 822, Project 429-206
- 20. Approval of Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a Duke Energy for Parcels 241, 242, and 259, Project 429-204
- 21. Approval of Proposed Settlement Agreement in the amount of \$146,254.18 with Bank of America, N.A. for Parcel 259, Project 429-204
- 22. Approval of Proposed Settlement Agreement in the amount of \$833,640.24 with Thomas Olin Mahaffey, Jr. and Julie Mahaffey for Parcel 288, Project 429-205
- 23. Approval of Proposed Settlement Agreement in the amount of \$299,240 with Deborah Day and Tom Braceland for Parcel 312, Project 429-206
- Approval of Proposed Settlement Agreement in the amount of \$933,898.50 with Aran Glenn Carter, for Parcel 253, Project 429-204
- 25. Approval of Proposed Settlement Agreement in the amount of \$142,494.89 with Kenneth W. Morris for Parcels 287/887, Project 429-205
- 26. Approval of Proposed Settlement Agreement in the amount of \$240,000 with Michael Tyszko for Parcel 228, Project 429-203
- 27. Approval of Real Estate Purchase Agreement for the amount of \$750 with Eastmar Commons Partnership for Parcel 814, Project 408-128
- 28. Approval of Settlement Agreement to Settle the Outstanding Expert Fees and Costs for the amount of \$91,335 with Phillips M. Simmons for Parcel 168, Patrick E. Watson and Teresa A. Watson for Parcel 179, American Finance, LLC for Parcel 251, Robert P. Brown and Lois C. Brown for Parcel 258, Alan L. Bridges and Karen Y. Bridges for Parcel 318, and Judy Yeomans for Parcel 319

MAINTENANCE

- 29. Authorization to Execute Cooperative Purchase Agreement with G4S Secure Solutions (USA) Inc., for Security Guard Services Contract No. 001319 (Agreement Value: \$227,052)
- 30. Approval of Supplement Agreement No. 1 to Infrastructure Corporation of America for Roadway Maintenance Services Contract No. 001152 (Agreement Value: \$1,877,324)
- 31. Authorization to Executive Cooperative Purchase Agreement with KMG Fence, LLC for Fence Installation and Repairs Contract No. 001326 (Agreement Value: \$150,000)
- 32. Approval of Contract Renewal with Southern Aquatic Management, Inc. for Aquatic Vegetation Control Contract No. 001003 (Agreement Value: \$209,720)

- 33. Approval of Supplemental Agreement No. 5 to Florida Turnpike Services, LLC for Road Ranger Safety Service Patrol Contract No. 000964 (Agreement Value: \$259,168)
- Authorization to Execute Cooperative Purchase Agreement with Traffic Engineering and Management LLC d/b/a Control Specialists for Traffic Signal Maintenance Services – Contract No – 001322 (Agreement Value: \$500,000)
- 35. Approval of Dean's Environmental Inc. as Subconsultant for the Roadway and Bridge Maintenance Services Contract with Jorgensen Contract Services, LLC Contract No. 001151

OPERATIONS

- 36. Approval of Nebbia Technology LLC as Subconsultant for the Toll System Upgrade Project Contract with Transcore Contract No. 001021
- 37. Approval of Staffing Now, Inc. a.k.a. SNI as Subconsultant for the Toll System Upgrade Project with Transcore Contract No. 001021
- 38. Approval of Supplemental Agreement 18-01 for System Hardware Maintenance with TransCore, LP Contract No. 000178 (Agreement Value: Not to exceed \$286,718.29)
- 39. Approval of revisions to E-PASS User Agreement
- 40. Approval of Contract Renewal with Kapsch TrafficCom Transportation NA, Inc. for Maintenance of ITS Infrastructure Contract No. 001283 (Agreement Value: \$1,301,325.93)
- 41. Approval of Final Ranking and Authorization to enter into Fee Negotiations with DRMP for The Supplemental Data Collection Sensor and CCTV Deployment Project No. 599-537 Contract No. 001285
- 42. Approval of Purchase Order to Intelligent Transportation Services, Inc. for High Definition CCTV Cameras Project No. 599-528 (Agreement Value: \$84,800)

CONSENT AGENDA ITEM

#1

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 13, 2017

SUBJECT:

Approval of Contract Award for Insurance Broker Services to

Arthur J. Gallagher Contract No. 001284

Request for Proposals (RFP) from qualified firms to serve as CFX's Insurance Broker was advertised on March 30, 2017. Responses were received from two (2) firms by the May 1, 2017, deadline for submittal of Technical Proposals. Those firms were Brown and Brown of Florida, Inc., and Arthur J. Gallagher.

The Evaluation Committee met on May 8, 2017, and after reviewing the Technical Proposals shortlisted both firms. The Committee unanimously agreed to waive the interview process.

The Fee Proposals were opened and scored. The combined scores for the Technical Proposals and Fee Proposals as submitted by each firm were calculated and the result is shown below:

<u>Firm</u>	Total Points	Ranking
Arthur J. Gallagher	82	1
Brown & Brown of Florida, Inc.	80	2

Board approval is requested to award the contract to Arthur J. Gallagher in the amount of \$150,000.00 for a three (3) year term.

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

marc Ventura

Reviewed by:

Marc Ventura

Assistant Manager of Accounting and Finance

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



RFP-001284 Committee Meeting May 8, 2017 Minutes

Evaluation Committee for Insurance Broker Services, 001284, held a duly noticed meeting on Monday, May 8, 2017, commencing at 10:00 a.m. in the Starling Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Michael Carlisle, Director of Finance and Accounting Marc Ventura, Manager of Finance and Accounting Iranetta Dennis, Director of Supplier Diversity Carrie Baker, Contract Compliance Analyst

Other Attendees:

Aneth Williams, Director of Procurement

Discussion and Motions:

Aneth commenced the meeting with introductions, collection of the committee member disclosure forms, and explained that the purpose of today's meeting was to evaluate and shortlist the firms, open price proposals, if the Committee so desires, and finale the evaluation.

Proposal Evaluation Portion:

The Committee members individually scored the technical proposals and submitted them to Aneth. Aneth then tallied the score sheets utilizing the raw scores assigned by each committee member and averaged the raw scores for each Proposal received. Below are the results:

Proposer	Total Raw Points	Average Points
Brown & Brown of Florida, Inc.	240	60
Arthur J. Gallagher	264	66

The Committee members unanimously agreed to waive the interview process. Aneth opened the Fee Proposals and score the price proposals in accordance with the RFP requirements.

Proposer	Total Price	<u>Points</u>
Brown & Brown of Florida, Inc.	\$120,000	20
Arthur J. Gallagher	\$150,000	16

Total Points and Rankings

Proposer	Tech Points	Pricing Points	Total Points	Ranking
Brown & Brown of Florida, Inc.	60	20	80	2
Arthur J. Gallagher	66	16	82	1

The Committee recommends award of the Contract to the top ranked Proposer, Arthur J. Gallagher Risk Management Services, Inc. If the top ranked firm is unable to execute a Contract the recommendation of award will go to the second ranked Proposer.

There being no other business to come before the Committee; the meeting was adjourned at 10:20 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Monday, May 8, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

Aneth Williams

Approved by:

Marc Ventura

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

INSURANCE BROKER SERVICES; Contract No. 001284

	BROWN & BROW	N	ARTHUR J. GALL	AGHER						
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Marc Ventura	59		68						TEGITITOTE	
Michael Carlisle	68		67							
Iranetta Dennis	57		66							
Carrie Baker	56		63							
TOTAL	240		264		0		n			
AVG. TECH, POINTS	60.00		66.00		#DIV/0!		#DIV/0!			######################################

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
BROWN & BROWN	\$120,000.00	20.00
ARTHUR J. GALLAGHER	\$150,000.00	16.00

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
BROWN & BROWN	60.00	20.00	80.00	2
ARTHUR J. GALLAGHER	66.00	16.00	82.00	1

Committee Members:

5/8/2017

5/8/2017

5/8/2017

5/8/2017

CONTRACT Contract No. 001284

This Contract is made this __day of ____, 20__, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Arthur J. Gallagher Risk Management Services, Inc., a Illinois corporation, registered and authorized to do business in the State of Florida, whose principal address is 200 South Orange Avenue, Suite 1350, Orlando, FL 32801, hereinafter "the CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway 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 the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Insurance Broker Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about April 2, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is 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.

Contract No.	
--------------	--

The services to be provided under this Contract include performing Insurance Broker Services as detailed in the Addendum to the Scope of Services attached as **Exhibit "A1"** and incorporated by reference as though set forth fully herein. [Add an addendum to the Scope of Services to address any additional work not mentioned in the original Scope of Services]

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX 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 in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and 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 convenience or 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, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required 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 or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately 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 CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately 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 Initial Contract Term is \$150,000.00.

Contract No.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Contract No.	
--------------	--

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (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. PUBLIC RECORDS

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

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for 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. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

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

Contract No.	
--------------	--

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

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 Section 112.313, Florida Statutes, 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.

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE

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

Contract No.	
--------------	--

- 8.1 **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.
- 8.2 **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;
- 8.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 8.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;
- 8.5 **Professional Liability.** 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 CONTRACTOR.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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 CONTRACTOR's obligation to maintain such insurance.

Contract	No.

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.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) 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.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, 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 CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and 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,

Contract	No.

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:

- 10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract.
- 10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

11. PRESS RELEASES

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

Contract No.	
--------------	--

12. PERMITS, LICENSES, ETC.

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

13. NONDISCRIMINATION

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

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter "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 RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the

individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

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

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

Contr	act N	0.	

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

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

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs 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 CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or 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.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX'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 CFX Board if amendments are required) and

Contract No.	
--------------	--

supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. 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.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

22. APPLICABLE LAW; VENUE

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

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

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

Contract No.	
--------------	--

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where 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.

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; and
- 26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 27.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

Contract No.	
--------------	--

28. INSPECTOR GENERAL

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

28. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

29. E-VERIFY

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 term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

30. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

Contract No.	
--------------	--

31. NOTICE TO THE PARTIES

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

CFX:	CENTRAL FLORIDA EXPRESSWAY CFX 4974 ORL Tower Road Orlando, Florida 32807 ATTN:
CONTRACTOR:	,

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

If there is additional work not in the Scope of Services add: Exhibit "A1" Addendum to Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No.	
--------------	--

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 at its meeting on July 13, 2017.

ACCEPTED AND AGRI	EED TO BY:	
ARTHUR J. GALLAGH	ER RISK MANAGEMENT SERVICI	ES, INC.
By:		
	Title	
	ATTEST:	(Seal)
	DATE:	
CENTRAL FLORIDA E	XPRESSWAY AUTHORITY	
By: Director of Proc	curement	
Print Name:		
Date:		
	Approved as to form and exect CFX only.	ution for the use and reliance by
	General Counsel for CFX	

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Michelle Maikisch, Chief of Staff/Public Affairs Officer

DATE:

June 16, 2017

SUBJECT:

Metro Orlando Economic Development Commission Annual Investment

Board approval is requested for Metro Orlando Economic Development Commission (EDC) Annual Investment in the amount of \$50,000, as provided in the FY 2018 adopted Budget.







09 JUN'17 AM11:52

Bill To:		
Laura Kelley Central Florida Expressway Authority 4974 ORL Tower Road	Invoice:	5818
Orlando, FL 32807	Invoice Date:	6/1/2017

INVOICE

Thank you for your continued support of economic prosperity in the region. Your investment schedule is provided below.

If you have any questions, please contact Alexis Jett: Phone: 407-422-7159 ext. 228 Email: Alexis.Jett@Orlando.org

Description		Amount
Annual Investment 7/1/17 - 6/30/18		50,000.00
CFX APPROVAL BY		
DATE		
CONTRACT		
VEN #		
A/C #		
Thank you for your investment		
Please make check payable to EDC of Mid-Florida, Inc.	Amount Due	\$50,000.00
301 E. Pine St. Suite 900 Orlando, FL 32801	Due Date	7/1/2017
	Balance Due	\$50,000.00

The EDC accepts checks and major credit cards. However, there is a 4% handling fee for credit card payments. Investment in the EDC is not tax deductible as a charitable contribution, but may be deductible as a normal business expense. Please consult your tax advisor. EDC Federal I.D. # 59-1767933.

Orlando.

301 E. Pine Street, Suite 900

P/ 407.422.7159

info@orlandoedc.com

You don't know the half of it. Orlando, FL 32801

F/ 407.425.6428

orlandoedc.com

CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 20, 2017

SUBJECT:

Approval of Supplemental Agreement No.1

with Southern Strategy Group, Inc. for Legislative Advocacy and Consultant

Services

Contract No. 000894

Board approval is requested for Supplemental Agreement No. 1 with Southern Strategy Group, Inc. to extend the contract six months for a not-to-exceed amount of \$62,500.00. The original contract was for one year with four (4) one year renewals.

The original contract terminates in January. Staff is recommending extending this contract so that there is not a lapse in services due to the earlier 2018 legislative session calendar. The Florida Legislative Committees will begin meeting in early fall preparing for the 2018 Legislative Session convening on January 9, 2018. Extending the contract will allow for continuity of services through the upcoming session.

Supplemental Agreement No. 1 will be a continuation of an agreement previously approved.

Original Contract Amount	\$125,000.00
First Renewal	\$125,000.00
Second Renewal	\$125,000.00
Third Renewal	\$125,000.00
Fourth Renewal	\$125,000.00
Supplemental Agreement No. 1	\$ 62,500.00
Total Revised Contract Amount	\$687,500.00

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

Reviewed by:

Michelle Malkisch

Chief of Staff/Public Affairs Officer

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Legislative Advocacy and Consultant Services

Contract No: 000894

This Supplemental Agreement No. 1 entered into this 13th day of July, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and SOUTHERN STRATEGY GROUP, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated January 23, 2013, for legislative advocacy and consultant services, (the Contract").

- 1. CFX has determined it necessary to extend the term of the Fourth Renewal to July 31, 2018 to allow continuity of services due to the earlier 2018 legislative session calendar.
- 2. The Consultant hereby agrees to the extension of the Fourth Renewal with a not to exceed amount of \$62,500.00, and
- The CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
- 4. This Supplemental Agreement No. 1 is necessary to extend the term of the Fourth Renewal term.

SUPPLEMENTAL AGREEMENT NO. 1
Contract Name: Legislative Advocacy and Consultant Services
Contract No.: 000894
Cost of additional services: \$62,500.00
This Supplemental Agreement No. 1 entered into as of the day and year first written above.
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Director of Procurement
SOUTHERN STRATEGY GROUP, INC. By:
Print Name Title:
Witness:
Date:
Approved as to form and execution, only.
General Council for CEV

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000894

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

WITNESSETH

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

WHEREAS, pursuant to Section 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to the fourth and final renewal of said Original Agreement beginning the 1st day of February 2017, and ending the 31st day of January 2018, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

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

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

AMY YANDLE
MY COMMISSION # FF 062625
EXPIRES: February 14, 2018
Bonded Thru Notary Public Underwriters

18 AUG '15 PM 12:573

Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000894

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

WITNESSETH

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

WHEREAS, pursuant to Section 2 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to the third renewal of said Original Agreement beginning the 1st day of February 2016, and ending the 31st day of January 2017, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

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

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

General Councel for the Authority

SOUTHERN STRATEGY GROUP, INC.

BY:

Authorized Signature

BY:

Director of Procurement

BY:

Director of Procurement

ANY YANDLE

ANY COMMISSION # FF 082825

EXPIRES: February 14, 2018

Bounded Thru Notary Parks: Underwriters

Approved as to form and execution, only:

Approved as to form and execution, only:

Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000894

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

WITNESSETH

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

WHEREAS, pursuant to Section 2 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to the second renewal of said Original Agreement beginning the 1st day of February 2015, and ending the 31st day of January 2016, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

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

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

SOUTHERN STRATEGY GROUP, INC.

BY: Authorized Signature

Print Name: Chr. S Dudley

Title: Madasing Parther

ATTEST: (SEAL)

Secretary or Notary

AMY YANDLE

MY COMMISSION # FF 062625 EXPIRES: February 14, 2018

Bonded Thru Notary Public Underwriters

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Director of Procurement

Approved as to form and execution, only:

General Counsel for the Authority

DOCER "14JAN 7 ON 2227

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

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of December 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

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

WHEREAS, pursuant to Section 2 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to the first renewal of said Original Agreement beginning the 1st day of February 2014 and ending the 31st day of January 2015 for the not-to-exceed amount of \$125,000.00.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

AUTHORIZY

SOUTHERN STRATEGY GROUP, INC.

Authorized Signature

Print Name: Chr. 5 Dudley

ATTEST: (SEAL)

AMY YANDLE
MY COMMISSION # FF 062625
EXPIRES: February 14, 2018
Bonded Thru Notary Public Underwriters

Approved as to form and execution, only:

ORLANDO-ORANGE COUNTY EXPRESSWAY

Director of Procurement

General Coursel for the Authority

RECEIVED

CONTRACTS DEPT, /

SIGNATURE DATE

00CEN 114JHN13 PM 2=35

CONTRACT

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

LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

CONTRACT NO. 000894

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



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

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

CONTRACT NO. 000894

JANUARY 2013

Members of the Board

Walter A. Ketcham, Jr., Chairman R. Scott Batterson, P.E., Vice Chairman Teresa Jacobs, Secretary/Treasurer Noranne B. Downs, P.E., Ex-Officio Member Tanya J. Wilder, Member

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

<u>Title</u>	Page
CONTRACT	1 to 15
SCOPE OF SERVICES	SS-1 to SS-3
METHOD OF COMPENSATION	MC-1 to MC-2
TECHNICAL PROPOSAL	TP-1 to TP-32

CONTRACT

This Contract No. 000894 (the "Contract" as defined herein below), is made this 23rd day of January, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SOUTHERN STRATEGY GROUP, INC., 123 South Adams Street, Tallahassee, Florida 32302, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide legislative advocacy and consultant services as may be assigned to the contractor by the AUTHORITY; and,

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

WHEREAS, CONSULTANT was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing legislative advocacy and consultant services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Fee Schedule negotiated with the CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be four renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 90 days prior to the expiration of the initial one year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Contract term is \$125,000.00.
- 3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONSULTANT INSURANCE

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

- 6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.
- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

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

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

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

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

7. CONSULTANT RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- 8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,
- 8.2 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),
- 8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONSULTANT,
- 8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),
- 8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,
- 8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or
- 8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

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

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

- 11.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**
- 11.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property

and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; AND

- 11.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONSULTANT Property or any license granted to AUTHORITY for use of the CONSULTANT Intellectual Property rights; AND
- 11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

- 11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONSULTANT, or a third party; or
- 11.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; and
- 11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all

notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

14. NONDISCRIMINATION

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

15. SUBLETTING AND ASSIGNMENT

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

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

16. **DISPUTES**

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

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

18. OTHER SEVERABILITY

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

19. GOVERNING LAW

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

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

20. RELATIONSHIPS

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

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

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

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any

material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

- 22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 22.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and
- 22.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and
 - 22.4 Obligations upon expiration or termination of the Contract; and
- 22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on January 23, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY
By: Reule Mille
Director of Procurement
Print Name: Claude Miller
SOUTHERN STRATEGY GROUP, INC.
SOUTHERITSTRATEGY INC.
Ву:
Signature
Chris Dudlay
Print Name
MANAGING PAITAIL
Title 5
ATTEST: Brenda J. Murchy Notary Public State of Florida Brenda J Murphy (Carly Public State of Florida Brenda J Murphy
DATE: 2/6/13
*
Approved as to form and execution, only.
Joseph Flassistore
General Counsel for the AUTHORITY

CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Ben Dreiling, P.E.

Director of Construction

DATE:

June 20, 2017

SUBJECT: Consent Agenda

Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) July 2017	Total Amount (\$) to Date*	Time Increase or Decrease
408-629	United Signs & Signals, Inc.	SR 408 Arnold Palmer Expressway Signing	\$ 14,904.00	\$ •	\$ (3,302.48)	\$ 11,601.52	0
599-912	The Integration Factory, Inc.	CFX HQ Boardroom Audio Video Improvements	\$ 365,567.00	\$ (172.80)	\$ (3,459.40)	\$ 361,934.80	0
429-203	Superior Const. Co. Southeast, LLC	SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46,617,017.39	\$ 253,999.05	\$ 21,663.61	\$ 46,892,680.05	0
528-313	The Lane Construction Corp.	SR 528 / Innovation Way Interchange	\$62,452,032.01	\$ (881,735.55)	\$ 277,940.77	\$ 61,848,237.23	0
599-411	Atlantic Civil Constructors Corp.	CFX HQ Parking Lot Lighting & Resurfacing	\$ 412,105.66	\$ =	\$ (7,756.78)	\$ 404,348.88	0
528-138	Southland Construction, Inc.	SR 528 / Conway Interchange Pond Improvements	\$ 819,000.00	\$ 0=	\$ 107,120.00	\$ 926,120.00	0
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	\$56,152,429.00	\$ 638,840.12	\$ 429,205.14	\$ 57,220,474.26	0
253F	Lane Construction Corp.	SR 408 / SR 417 Interchange Improvements Phase I	\$36,744,623.00	\$ (408,113.33)	\$ 348,775.28	\$ 36,685,284.95	11
599-525	Traffic Control Devices, Inc.	Single Line DMS Upgrades	\$ 4,555,555.55	\$ 43,363.95	\$ 78,685.32	\$ 4,677,604.82	0

TOTAL \$ 1,248,871.46



^{*} Includes Requested Amount for this current month.

Contract 408-629: SR 408 Arnold Palmer Expressway Signing United Signs & Signals, Inc. SA 408-629-0717-01

Contract Pay Item Quantity Adjustments

Adjust the following pay items to compensate for the field changes requested.

DECREASE THE FOLLOWING PAY ITEM: Work Order Allowance	\$	(5,000.00)
ADD THE FOLLOWING PAY ITEM: Multi-Post Sign, Relocate	\$	1,697.52
Subtotal: Adjustments for Contract Items	\$	(3,302.48)
Subtotal. Pagasinons for Contract tems	•	(3,302.10)
TOTAL AMOUNT FOR PROJECT 408-629	<u>s</u>	(3,302.48)

Contract 599-912: CFX HQ Boardroom Audio Video Improvements The Integration Factory, Inc. SA 599-912-0717-02

Contract Pay Item Quantity Adjustments

Adjust the following pay items to reflect the field changes requested.

DECREA	SE THE	EOI I	OWING	DAV	ITEMS.
DECKEA	OC LEC	TOTAL.	A J W HNUT	PAI	I I DIVIS

Work Order Allowance	\$ (459.40)
Allowance for Disputes Review Board	\$ (3,000.00)
	\$ (3,459.40)

<u>TOTAL AMOUNT FOR PROJECT 599-912</u> \$ (3,459.40)

Contract 429-203: SR 429, North of Ponkan Rd. to North of Kelly Park Rd. Superior Construction Co. Southeast, LLC SA 429-203-0717-04

Change Roadway Lighting to LED Fixtures

To upgrade the type of roadway lighting luminaires specified on this contract from high pressure sodium to LED luminaires. CFX is making LED luminaires the standard on all new projects and desires to incorporate this upgrade as part of the current construction contract. This item represents the cost difference for the materials to implement this change. While LEDs are more expensive up front, the savings in electrical consumption and service life/maintenance has been determined to conservatively provide a break even return in approximately seven (7) years.

DELETE THE FOLLOWING PAY ITEMS:		
Light Pole Complete, F&I, Std. Pole, Std. Foundation, 130 MPH, 40'	\$	(146,200.00)
Light Pole Complete, F&I, Std. Pole, Std. Foundation, 130 MPH, 45'	\$	(76,500.00)
Light Pole Completed, Special Design, Single Arm Bridge Mt., Al., 45'	\$	(6,200.00)
	\$	(228,900.00)
ADD THE FOLLOWING PAY ITEMS:		
Light Pole Complete, F&I, Std. Pole, Std. Foundation, 130 MPH, 40', LED	\$	161,154.56
Light Pole Complete, F&I, Std. Pole, Std. Foundation, 130 MPH, 45', LED	\$	82,419.75
Light Pole Completed, Special Design, Single Arm Bridge Mt., Al., 45', LED	\$	6,989.30
	\$	250,563.61
Subtotal: Change Roadway Lighting to LED Fixtures	\$	21,663.61
TOTAL AMOUNT FOR PROJECT 429-203	<u>s</u>	21,663.61

Contract 528-313: SR 528 / Innovation Way Interchange The Lane Construction Corp. SA 528-313-0717-06

Plan Revision 3 - Fiber Optic Network Additional Hardware

Plan Revision 3 to the Approved for Construction Plans provides adjustments and additional equipment required for the Fiber Optic Network to become operational. This change provides continuity of communication to the proposed ramp toll plazas.

INCREASE THE FOLLOWING PAY ITEMS:	
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$ 1,710.00
Fiber Optic Fusion Splice	\$ 1,280.00
Fiber Optic Patch Panel, F&I	\$ 3,022.00
Cut-To-Length Fiber Optic Jumper, F&I	\$ 684.00
	\$ 6,696.00
ADD THE FOLLOWING PAY ITEM:	
Communication Rack, F&I	\$ 5,088.04
Subtotal: Plan Revision 3	
	\$ 11,784.04

Force Main Curved Alignment

The plans required construction of sanitary sewer force main to follow the roadway's curved alignment by utilizing pipe joint deflection to achieve such curvature in the facility. Within the curve segments, Orange County Utilities required the Contractor to provide survey data at each pipe joint (20' increments) to ensure the installed joint deflection didn't exceed the manufacturer's deflection tolerance, such deflection data was specified to be taken at 100' increments.

ADD THE FOLLOWING PAY ITEM:

Force Main Curved Alignment

\$ 10,312.25

Barrier/Pedestrian Wall Fractured Fin

CFX requested fractured fin ribbing as well as light and dark brown color scheme on the barrier and pedestrian walls instead of the proposed standard flush barrier. This change is to maintain continuity with enhanced aesthetic features CFX desires to utilize.

ADD THE FOLLOWING PAY ITEM:

Barrier/Pedestrian Wall Fractured Fin

\$ 255,844.48

TOTAL AMOUNT FOR PROJECT 528-313

\$ 277,940.77

Contract 599-411: CFX HQ Parking Lot Lighting & Resurfacing Atlantic Civil Constructors Corp. SA 599-411-0717-01

Contract Pay Item Quantity Adjustments

Adjust the following pay items to reflect the field changes to the contract.

ADD THE FOLLOWING PAY ITEM: Additional Wheel Stops, F&I	\$	1,105.06
INCREASE THE FOLLOWING PAY ITEMS:		
Luminaire & Bracket Arm, Remove	\$	790.50
Luminaire, F&I, Roadway, Wall Mount	\$	5,755.00
	\$	6,545.50
DECREASE THE FOLLOWING PAY ITEMS:		
Allowance for Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	(10,407.34)
	\$	(15,407.34)
TOTAL AMOUNT FOR PROJECT 599-411	<u>s</u>	(7,756.78)

Contract 528-138: SR 528 / Conway Interchange Pond Improvements Southland Construction, Inc. SA 528-138-0717-01

Contract Pay Item Quantity Adjustments

Add the following pay item to compensate for the submerged ground elevations encountered.

ADD THE FOLLOWING PAY ITEM:

Additional Excavation at Pond A \$ 107,120.00

<u>TOTAL AMOUNT FOR PROJECT 528-138</u>

<u>\$ 107,120.00</u>

Contract 429-202: SR 429, US 441 to North of Ponkan Rd.

Prince Contracting, LLC SA 429-202-0717-07

Guardrail Conflict with Drainage Pipe

Approximately 500 feet along Ramp C, the guardrail posts conflict with the 24" storm drainage due to its shallow depth. The Contract (Standard Index) in this condition requires the conflict be resolved by the use of special posts. This contract modification will add a pay item to this contract that will compensate for the additional cost of providing and installing these special guradrail posts.

ADD THE FOLLOWING PAY ITEM:

Special Guardrail Posts

\$ 1,872.00

Existing Sign Lighters, Existing Structures OT1 & OT2

To conform with the sign lighting standard used for the rest of the Wekiva Projects, CFX wishes to upgrade the lighting on all signs on two existing sign trusses located on US 441 (OT-1 & OT-2). For each structure, 4 additional LED fixtures and 1 additional driver box will be required.

ADD THE FOLLOWING PAY ITEM:

Additional Sign Lighters for Existing OT1 & OT2

\$ 35,879.76

RKK RFI 022 Parcel 125 Brick Wall

The Contract requires the construction of a red brick wall along the property line of Parcel 125, which is the property adjacent to the intersection of Access Road, and Yothers Road. During preparations to construct the wall, it became apparent the property owner was not aware of the tree clearing necessary to clear to construct the wall. In addition, the property owner had concerns of the relationship of grades of Access Rd. to his property. These issues were mitigated by switching the design of wall to precast in lieu of red brick. The work also includes necessary fill, sod and curb repairs to restore the area along Access Rd. The completion of this work is excluded from substantial completion requirement provisions.

ADD THE	FOLL	OWING	PAY	ITEM.

Architectural Special Walls, Pre-Cast

\$ 169,734.54

DECREASE THE FOLLOWING PAY ITEM:

Architectural Special Walls

(141,780.00)

Subtotal: RKK RFI 022 Parcel 125 Brick Wall

\$ 27,954.54

Plan Revision 11 - Connector Road Bridge Plan Rebar Discrepancies

Connector Road Bridge rebar plan discrepancies resolved by Plan Revision 11 (modified).

ADD THE FOLLOWING PAY ITEM:

Connector Rd. Rebar, Plan Rev. 11 (modified)

\$ 363,498.84

TOTAL AMOUNT FOR PROJECT 429-202

429,205.14

Contract 253F: SR 408 / SR 417 Interchange Improvements Phase I Lane Construction Corp. SA 253F-0717-005

Plan Revision 6 Adjustments

Plan Revision 6 added new items of work and adjusted work depicted in the original plans. The original plans call for existing 30' TMS pole to remain and a new CCTV to be added to the pole. The existing pole has been hit by vehicles several times and is damaged. CFX issued Revision 6 requiring the installation of a new pole at a different location to avoid being hit by vehicles in the future.

ADD THE FOLLOWING PAY ITEM:	
Install 40' TMS Pole (Complete) and Remove/Dispose Existing Pole/Foundation	\$ 54,082.87
INCREASE THE FOLLOWING PAY ITEM:	
Traffic Monitoring Station, Relocate	\$ 3,800.00
DECREASE THE FOLLOWING PAY ITEMS:	
Traffic Monitoring Station, Pole Mounted, Adjust	\$ (1,200.00)
CCTV Lowering System, 50' Pole, F&I	\$ (45,000.00)
	\$ (46,200.00)
Subtotal: Plan Revision 6 Adjustments	\$ 11,682.87

Repair Section of Existing Approach Slab

The existing approach slab at End Bent 1 for the southbound SR 417 bridge over Econ Trail is cracked and a section has settled. The settled section of existing approach slab will not adequately match the new section of approach slab for the bridge widening or the adjacent roadway. A section of the settled existing approach slab needs to be removed and reconstructed at the correct grade in order to provide the desired ride quality.

ADD THE FOLLOWING PAY ITEM:	
Remove Settled Section of Existing Approach Slab SB SR 417 at Econ EB 1 LT	\$ 4,770.29
INCREASE THE FOLLOWING PAY ITEM:	
Concrete Class II, Approach Slabs	\$ 1,939.00
Subtotal: Repair Section of Existing Approach Slab	\$ 6,709.29

Fuel Price Index Adjustments

The contract contains provisions for Fuel Price Index adjustments. In accordance with the contract specifications, the Engineer has calculated adjustments for the period of January 2016 - September 2016. During this period of time \$13,913,843.96 of construction was performed/produced. Adjustments were made only if current month published Fuel Price is greater or less than 5% of published Fuel Price at time of Bid.

ADD THE FOLLOWING ITEMS:

9/15 Gas Base Price=1.5303; Diesel Base Price=1.6297	
Fuel Price Adjustment January 2016	
(Gas Price=1.3468/Diesel Price=1.2602)	\$ (10.43)
Fuel Price Adjustment February 2016	
(Gas Price=1.1907/Diesel Price=1.1750)	\$ (167.85)
Fuel Price Adjustment March 2016	
(Gas Price=1.1740/Diesel Price=1.1800)	\$ (339.61)
Fuel Price Adjustment April 2016	

(Gas Price=1.3762/Diesel Price=1.2755)	\$ (2,324.04)
Fuel Price Adjustment May 2016	
(Gas Price=1.5752/Diesel Price=1.4627)	\$ (542.10)
Fuel Price Adjustment June 2016	
(Gas Price=1.6565/Diesel Price=1.6045)	\$ 172.49
Fuel Price Adjustment August 2016	
(Gas Price=1.3878/Diesel Price=1.3300)	\$ (9,321.19)
Fuel Price Adjustment September 2016	
(Gas Price=1.4535/Diesel Price=1.4985)	\$ (1,487.64)
	\$ (14,020.37)

Bituminous Price Index Adjustments

The contract contains provisions for Bituminous Price Index adjustments. In accordance with the contract specifications, the Engineer has calculated adjustments for the period of September 2016 - December 2016. During this period of time \$7,028,884.22 of construction was performed/produced. Adjustments were made only if current month's published Bituminous Price is greater or less than 5% of the published Bituminous Price at time of Bid.

ADD THE FOLLOWING ITEMS:

9/15 AC Base Price=1.8838; Polymer Base Price=2.3338	
Bituminous Price Adjustment September 2016	
(AC Price=1.3330/Polymer Price=1.8233)	\$ (2,670.95)
Bituminous Price Adjustment October 2016	
(AC Price=1.3561/Polymer Price=1.8018)	\$ (33,852.24)
Bituminous Price Adjustment November 2016	
(AC Price=1.2686/Polymer Price=1.7089)	\$ (19,632.90)
Bituminous Price Adjustment December 2016	
(AC Price=1.2897/Polymer Price=1.7344)	\$ (11,561.62)
	\$ (67,717.71)

Quantity Adjustments for Completed Pay Items

Adjust quantities for completed pay items in the contract. This will adjust these contract quantities to reflect the actual authorized quantities constructed under the contract.

INCREASE THE FOLLOWING PAY ITEMS:	
Prestressed Concrete Piling, 18" Square	\$ 42,185.00
Prestressed Concrete Piling, 24" Square	\$ 198,160.20
Test Piles, Concrete, 18" Square	\$ 37,200.00
Test Piles, Concrete, 24" Square	\$ 19,200.00
Test Piles, Steel, HP 14x117	\$ 118,400.00
	\$ 415,145.20
DECREASE THE FOLLOWING PAY ITEM:	
Piling, Steel, HP 14x117	\$ (3,024.00)
Subtotal: Quantity Adjustments for Completed Pay Items	\$ 412,121.20

Time Extension for Test Pile Claim

The Contractor submitted a claim for extra work and requested a time extension related to the extra work to install a splice section on the test pile at the SR 417 southbound bridge over Econ Trail Pier 2. The claim was denied by CFX and the issue was escalated to the DRB. Consistent with staff's position, the DRB recommended a non-compensable time extension be

Increase Contract Time 11 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 253F

\$ 348,775.28

Contract 599-525: Single Line DMS Upgrades Traffic Control Devices, Inc. SA 599-525-0717-03

Concrete Technician Pads

Provide payment for the addition of concrete technician pads to be used in the future maintenance of ITS equipment at all 32 pole mounted cabinet locations.

ADD THE FOLLOWING PAY ITEM:

Concrete Technician Pads \$ 23,832.32

Plan Revisions 1, 2 and 3 Adjustments

CFX transmitted Plan Revisions 1, 2 and 3 to conform the design to the project intent. This adjustment modifies the original contract pay item quantities to incorporate payment for these changes at the original pay item unit prices.

INCREASE THE FOLLOWING PAY ITEMS:	
Pull Box, F&I	\$ 1,048.00
Pull Box, Remove	\$ 602.00
Junction Box, F&I, Aerial	\$ 8,700.00
Type 170 Cabinet, Ground Mount	\$ 19,222.00
Hardened Terminal Server, Relocate	\$ 963.00
Conductors, F&I, Insulated, #12 AWG	\$ 30.00
Luminaire, F&I, Sign, Sign Mount	\$ 50,323.00
Composite Cable, F&I	\$ 80.00
	\$ 80,968.00
DECREASE THE FOLLOWING PAY ITEMS:	
Type 170 Cabinet, Pole Mount, Heat Shield	\$ (12,206.00)
Fiber Optic Media Converter, F&I	\$ (1,153.00)
Conductors, F&I, Insulated, #6 AWG	\$ (2,312.00)
RGS, Above Ground, Conduit, F&I	\$ (10,230.00)
Tubular Route Marker, Fiber	\$ (214.00)
	\$ (26,115.00)
Subtotal: Plan Revision 6 Adjustments	\$ 54,853.00

TOTAL AMOUNT FOR PROJECT 599-525 \$ 78,685.32

Contract 408-629: SR 408 Arnold Palmer Expressway Signing United Signs & Signals, Inc. SA 408-629-0717-01

Contract Pay Item Quantity Adjustments

Adjust the following pay items to compensate for the field changes requested.

Subtotal. Adjustments for Contract Items	J2.70)
Subtotal: Adjustments for Contract Items \$ (3,3)	02.48)
Multi-Post Sign, Relocate \$ 1,6	97.52
ADD THE FOLLOWING PAY ITEM:	
DECREASE THE FOLLOWING PAY ITEM: Work Order Allowance \$ (5,0)	00.00)

Contract 599-912: CFX HQ Boardroom Audio Video Improvements The Integration Factory, Inc. SA 599-912-0717-02

Contract Pay Item Quantity Adjustments

Adjust the following pay items to reflect the field changes requested.

DECREASE THE FOLLOWING PAY ITEMS:

Work Order Allowance	\$ (459.40)
Allowance for Disputes Review Board	\$ (3,000.00)
	\$ (3,459.40)

<u>TOTAL AMOUNT FOR PROJECT 599-912</u> \$ (3,459.40)

Contract 429-203: SR 429, North of Ponkan Rd. to North of Kelly Park Rd. Superior Construction Co. Southeast, LLC SA 429-203-0717-04

Change Roadway Lighting to LED Fixtures

To upgrade the type of roadway lighting luminaires specified on this contract from high pressure sodium to LED luminaires. CFX is making LED luminaires the standard on all new projects and desires to incorporate this upgrade as part of the current construction contract. This item represents the cost difference for the materials to implement this change. While LEDs are more expensive up front, the savings in electrical consumption and service life/maintenance has been determined to conservatively provide a break even return in approximately seven (7) years.

DELETE THE FOLLOWING PAY ITEMS:		
Light Pole Complete, F&I, Std. Pole, Std. Foundation, 130 MPH, 40'	\$	(146,200.00)
Light Pole Complete, F&I, Std. Pole, Std. Foundation, 130 MPH, 45'	\$	(76,500.00)
Light Pole Completed, Special Design, Single Arm Bridge Mt., Al., 45'	\$	(6,200.00)
	\$	(228,900.00)
ADD THE FOLLOWING PAY ITEMS:		
Light Pole Complete, F&I, Std. Pole, Std. Foundation, 130 MPH, 40', LED	\$	161,154.56
Light Pole Complete, F&I, Std. Pole, Std. Foundation, 130 MPH, 45', LED	\$	82,419.75
Light Pole Completed, Special Design, Single Arm Bridge Mt., Al., 45', LED	\$	6,989.30
	\$	250,563.61
Subtotal: Change Roadway Lighting to LED Fixtures	\$	21,663.61
TOTAL AMOUNT FOR PROJECT 429-203	<u>\$</u>	21,663.61

Contract 528-313: SR 528 / Innovation Way Interchange The Lane Construction Corp. SA 528-313-0717-06

Plan Revision 3 - Fiber Optic Network Additional Hardware

Plan Revision 3 to the Approved for Construction Plans provides adjustments and additional equipment required for the Fiber Optic Network to become operational. This change provides continuity of communication to the proposed ramp toll plazas.

INCREASE THE FOLLOWING PAY ITEMS: Fiber Optic Splice Enclosure, 72 Splice, F&I	\$ 1,710.00
	,
Fiber Optic Fusion Splice	\$ 1,280.00
Fiber Optic Patch Panel, F&I	\$ 3,022.00
Cut-To-Length Fiber Optic Jumper, F&I	\$ 684.00
	\$ 6,696.00
ADD THE FOLLOWING PAY ITEM:	
Communication Rack, F&I	\$ 5,088.04

Subtotal: Plan Revision 3

\$ 11,784.04

Force Main Curved Alignment

The plans required construction of sanitary sewer force main to follow the roadway's curved alignment by utilizing pipe joint deflection to achieve such curvature in the facility. Within the curve segments, Orange County Utilities required the Contractor to provide survey data at each pipe joint (20' increments) to ensure the installed joint deflection didn't exceed the manufacturer's deflection tolerance, such deflection data was specified to be taken at 100' increments.

ADD THE FOLLOWING PAY ITEM:

Force Main Curved Alignment

\$ 10,312.25

Barrier/Pedestrian Wall Fractured Fin

CFX requested fractured fin ribbing as well as light and dark brown color scheme on the barrier and pedestrian walls instead of the proposed standard flush barrier. This change is to maintain continuity with enhanced aesthetic features CFX desires to utilize.

ADD THE FOLLOWING PAY ITEM:

Barrier/Pedestrian Wall Fractured Fin

255,844.48

TOTAL AMOUNT FOR PROJECT 528-313

\$ 277,940.77

Contract 599-411: CFX HQ Parking Lot Lighting & Resurfacing Atlantic Civil Constructors Corp. SA 599-411-0717-01

Contract Pay Item Quantity Adjustments

Adjust the following pay items to reflect the field changes to the contract.

ADD THE FOLLOWING PAY ITEM:	¢h.	1 105 06
Additional Wheel Stops, F&I	\$	1,105.06
INCREASE THE FOLLOWING PAY ITEMS:		
Luminaire & Bracket Arm, Remove	\$	790.50
Luminaire, F&I, Roadway, Wall Mount	\$	5,755.00
	\$	6,545.50
DECREASE THE FOLLOWING PAY ITEMS:		
Allowance for Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	(10,407.34)
	\$	(15,407.34)
TOTAL AMOUNT FOR PROJECT 599-411	<u>s</u>	(7,756.78)

Contract 528-138: SR 528 / Conway Interchange Pond Improvements Southland Construction, Inc. SA 528-138-0717-01

Contract Pay Item Quantity Adjustments

Add the following pay item to compensate for the submerged ground elevations encountered.

ADD THE FOLLOWING PAY ITEM:

Additional Excavation at Pond A \$ 107,120.00

<u>TOTAL AMOUNT FOR PROJECT 528-138</u>

<u>\$ 107,120.00</u>

Contract 429-202: SR 429, US 441 to North of Ponkan Rd. Prince Contracting, LLC SA 429-202-0717-07

Guardrail Conflict with Drainage Pipe

Approximately 500 feet along Ramp C, the guardrail posts conflict with the 24" storm drainage due to its shallow depth. The Contract (Standard Index) in this condition requires the conflict be resolved by the use of special posts. This contract modification will add a pay item to this contract that will compensate for the additional cost of providing and installing these special guradrail posts.

ADD THE FOLLOWING PAY ITEM:

Special Guardrail Posts

\$ 1,872.00

Existing Sign Lighters, Existing Structures OT1 & OT2

To conform with the sign lighting standard used for the rest of the Wekiva Projects, CFX wishes to upgrade the lighting on all signs on two existing sign trusses located on US 441 (OT-1 & OT-2). For each structure, 4 additional LED fixtures and 1 additional driver box will be required.

ADD THE FOLLOWING PAY ITEM:

Additional Sign Lighters for Existing OT1 & OT2

\$ 35,879.76

RKK RFI 022 Parcel 125 Brick Wall

The Contract requires the construction of a red brick wall along the property line of Parcel 125, which is the property adjacent to the intersection of Access Road. and Yothers Road. During preparations to construct the wall, it became apparent the property owner was not aware of the tree clearing necessary to clear to construct the wall. In addition, the property owner had concerns of the relationship of grades of Access Rd. to his property. These issues were mitigated by switching the design of wall to precast in lieu of red brick. The work also includes necessary fill, sod and curb repairs to restore the area along Access Rd. The completion of this work is excluded from substantial completion requirement provisions.

ADD THE FOLLOWING PAY ITEM:				
	VDD THE	FOLI OW	INIC DAV	TTEM

Architectural Special Walls, Pre-Cast

\$ 169,734.54

DECREASE THE FOLLOWING PAY ITEM:

Architectural Special Walls

(141,780.00)

Subtotal: RKK RFI 022 Parcel 125 Brick Wall

27,954.54

Plan Revision 11 - Connector Road Bridge Plan Rebar Discrepancies

Connector Road Bridge rebar plan discrepancies resolved by Plan Revision 11 (modified).

ADD THE FOLLOWING PAY ITEM:

Connector Rd. Rebar, Plan Rev. 11 (modified)

\$ 363,498.84

TOTAL AMOUNT FOR PROJECT 429-202

\$ 429,205.14

Contract 253F: SR 408 / SR 417 Interchange Improvements Phase I Lane Construction Corp. SA 253F-0717-005

Plan Revision 6 Adjustments

Plan Revision 6 added new items of work and adjusted work depicted in the original plans. The original plans call for existing 30' TMS pole to remain and a new CCTV to be added to the pole. The existing pole has been hit by vehicles several times and is damaged. CFX issued Revision 6 requiring the installation of a new pole at a different location to avoid being hit by vehicles in the future.

ADD THE FOLLOWING PAY ITEM:	
Install 40' TMS Pole (Complete) and Remove/Dispose Existing Pole/Foundation	\$ 54,082.87
INCREASE THE FOLLOWING PAY ITEM:	
Traffic Monitoring Station, Relocate	\$ 3,800.00
DECREASE THE FOLLOWING PAY ITEMS:	
Traffic Monitoring Station, Pole Mounted, Adjust	\$ (1,200.00)
CCTV Lowering System, 50' Pole, F&I	\$ (45,000.00)
	\$ (46,200.00)
Subtotal: Plan Revision 6 Adjustments	\$ 11,682.87

Repair Section of Existing Approach Slab

The existing approach slab at End Bent 1 for the southbound SR 417 bridge over Econ Trail is cracked and a section has settled. The settled section of existing approach slab will not adequately match the new section of approach slab for the bridge widening or the adjacent roadway. A section of the settled existing approach slab needs to be removed and reconstructed at the correct grade in order to provide the desired ride quality.

ADD THE FOLLOWING PAY ITEM: Remove Settled Section of Existing Approach Slab SB SR 417 at Econ EB 1 LT	\$ 4,770.29
INCREASE THE FOLLOWING PAY ITEM: Concrete Class II, Approach Slabs	\$ 1,939.00
Subtotal: Repair Section of Existing Approach Slab	\$ 6,709.29

Fuel Price Index Adjustments

The contract contains provisions for Fuel Price Index adjustments. In accordance with the contract specifications, the Engineer has calculated adjustments for the period of January 2016 - September 2016. During this period of time \$13,913,843.96 of construction was performed/produced. Adjustments were made only if current month published Fuel Price is greater or less than 5% of published Fuel Price at time of Bid.

ADD THE FOLLOWING ITEMS:

9/15 Gas Base Price=1.5303; Diesel Base Price=1.629/	
Fuel Price Adjustment January 2016	
(Gas Price=1.3468/Diesel Price=1.2602)	\$ (10.43)
Fuel Price Adjustment February 2016	
(Gas Price=1.1907/Diesel Price=1.1750)	\$ (167.85)
Fuel Price Adjustment March 2016	
(Gas Price=1.1740/Diesel Price=1.1800)	\$ (339.61)
Fuel Price Adjustment April 2016	

(Gas Price=1.3762/Diesel Price=1.2755)	\$ (2,324.04)
Fuel Price Adjustment May 2016	
(Gas Price=1.5752/Diesel Price=1.4627)	\$ (542.10)
Fuel Price Adjustment June 2016	
(Gas Price=1.6565/Diesel Price=1.6045)	\$ 172.49
Fuel Price Adjustment August 2016	
(Gas Price=1.3878/Diesel Price=1.3300)	\$ (9,321.19)
Fuel Price Adjustment September 2016	
(Gas Price=1.4535/Diesel Price=1.4985)	\$ (1,487.64)
	\$ (14,020.37)

Bituminous Price Index Adjustments

The contract contains provisions for Bituminous Price Index adjustments. In accordance with the contract specifications, the Engineer has calculated adjustments for the period of September 2016 - December 2016. During this period of time \$7,028,884.22 of construction was performed/produced. Adjustments were made only if current month's published Bituminous Price is greater or less than 5% of the published Bituminous Price at time of Bid.

ADD THE FOLLOWING ITEMS:

9/15 AC Base Price=1.8838; Polymer Base Price=2.3338	
Bituminous Price Adjustment September 2016	
(AC Price=1.3330/Polymer Price=1.8233)	\$ (2,670.95)
Bituminous Price Adjustment October 2016	
(AC Price=1.3561/Polymer Price=1.8018)	\$ (33,852.24)
Bituminous Price Adjustment November 2016	
(AC Price=1.2686/Polymer Price=1.7089)	\$ (19,632.90)
Bituminous Price Adjustment December 2016	
(AC Price=1.2897/Polymer Price=1.7344)	\$ (11,561.62)
	\$ (67,717.71)

Quantity Adjustments for Completed Pay Items

Adjust quantities for completed pay items in the contract. This will adjust these contract quantities to reflect the actual authorized quantities constructed under the contract.

INCREASE THE FOLLOWING PAY ITEMS:		
Prestressed Concrete Piling, 18" Square	\$	42,185.00
Prestressed Concrete Piling, 24" Square	\$	198,160.20
Test Piles, Concrete, 18" Square	\$	37,200.00
Test Piles, Concrete, 24" Square	\$	19,200.00
Test Piles, Steel, HP 14x117	<u>\$</u>	118,400.00
	\$	415,145.20
DECREASE THE FOLLOWING PAY ITEM:		
Piling, Steel, HP 14x117	\$	(3,024.00)
Subtotal: Quantity Adjustments for Completed Pay Items	\$	412,121.20

Time Extension for Test Pile Claim

The Contractor submitted a claim for extra work and requested a time extension related to the extra work to install a splice section on the test pile at the SR 417 southbound bridge over Econ Trail Pier 2. The claim was denied by CFX and the issue was escalated to the DRB. Consistent with staff's position, the DRB recommended a non-compensable time extension be

Increase Contract Time 11 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 253F

\$ 348,775.28

Contract 599-525: Single Line DMS Upgrades

Traffic Control Devices, Inc.

SA 599-525-0717-03

Concrete Technician Pads

Provide payment for the addition of concrete technician pads to be used in the future maintenance of ITS equipment at all 32 pole mounted cabinet locations.

ADD THE FOLLOWING PAY ITEM:

Concrete Technician Pads \$ 23,832.32

Plan Revisions 1, 2 and 3 Adjustments

CFX transmitted Plan Revisions 1, 2 and 3 to conform the design to the project intent. This adjustment modifies the original contract pay item quantities to incorporate payment for these changes at the original pay item unit prices.

INCREASE THE FOLLOWING PAY ITEMS:	
Pull Box, F&I	\$ 1,048.00
Pull Box, Remove	\$ 602.00
Junction Box, F&I, Aerial	\$ 8,700.00
Type 170 Cabinet, Ground Mount	\$ 19,222.00
Hardened Terminal Server, Relocate	\$ 963.00
Conductors, F&I, Insulated, #12 AWG	\$ 30.00
Luminaire, F&I, Sign, Sign Mount	\$ 50,323.00
Composite Cable, F&I	\$ 80.00
	\$ 80,968.00
DECREASE THE FOLLOWING PAY ITEMS:	
Type 170 Cabinet, Pole Mount, Heat Shield	\$ (12,206.00)
Fiber Optic Media Converter, F&I	\$ (1,153.00)
Conductors, F&I, Insulated, #6 AWG	\$ (2,312.00)
RGS, Above Ground, Conduit, F&I	\$ (10,230.00)
Tubular Route Marker, Fiber	\$ (214.00)
	\$ (26,115.00)
Subtotal: Plan Revision 6 Adjustments	\$ 54,853.00

<u>TOTAL AMOUNT FOR PROJECT 599-525</u> \$ 78,685.32

CONSENT AGENDA ITEM

#5

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams /

Director of Procurement

DATE:

June 15, 2017

SUBJECT:

Award of Contract to SEMA Construction, Inc. for

Southbound S.R. 417 to Westbound S.R. 528 Ramp Realignment

Project No. 599-126; Contract No. 001206

An Invitation to Bid for the referenced project was advertised on May 21 2017. Responses to the Invitation were received from five (5) contractors by the June 22, 2017 deadline for submittal of bids.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	SEMA Construction, Inc.	\$8,370,000.00
2.	Southland Construction, Inc.	\$9,329,099.99
3.	Ranger Construction Industries, Inc.	\$10,066,677.06
4.	Hubbard Construction Company	\$10,136,226.53
5.	JR Davis Construction Co., Inc.	\$10,245,434.83

The Engineer's Estimate for this project is \$8,664,063.59

The Engineer of Record for Project 599-126 has reviewed the low bid submitted by SEMA Construction, Inc., and has determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from SEMA Construction, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to SEMA Construction, Inc. in the amount of \$8,370,000.00 is recommended.

The project is budgeted for in the Five-Year Work Plan.

Reviewed by:

For:

Glenn Pressimone, PE

Director of Engineering

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



MEMORANDUM

TO: Joseph A. Berenis, P.E.

Chief of Infrastructure

FROM: Aneth O. Williams

Director of Procurement

SUBJECT: Southbound S.R. 417 to Westbound S.R. 528 Ramp Realignment

Contract No. 001206; Project No. 599-126

DATE: June 22, 2017

The Procurement Department has reviewed the following bids (received and opened on June 22, 2017) 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	Sema Construction	\$8,370,000.00
2.	Southland Construction, Inc.	\$9,329,099.99
3.	Hubbard Construction Company	\$10,136,226.53
4.	JR Davis Construction Co., Inc.	\$10,245,434.83
5.	Ranger Construction Industries, Inc.	\$10,066,677.06

Thank you.



BID TAB CENTRAL FLORIDA EXPRESSWAY AUTHORITY SOUTHBOUND SR 417 RAMP TO WESTBOUND SR 528 CFX PROJECT NO, 599-126, CONTRACT 001206

101-1					TOTAL COST	ONIT FRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
TM154	31.		MOBILIZATION	\$810,000.00	\$830,000,00	5 662,677,69		\$ 1,000,000.00						250,000,00	\$750,000.00
102-1	_1_		MAINTENANCE OF TRAFFIC	\$500,000.00	\$500,000.00	\$ 1,190,000.00		\$ 2,027,000.00						650,000.00	\$650,000.00
102-1E 102-99	1,212		MAINTENANCE OF TRAFFIC FOR ROADWAY REPAIR CONTINGENCY PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	\$2,000.00	\$10,000.00	\$ 2,000 00								2,500.00 13.33	\$12,500.00
102-99	1,212		PORTABLE CHANGEAGLE MESSAGE SIGN, TEMPORARY	\$11.00 \$30,000.00	\$30,000.00									40,000.00	\$16,155.96
107-2	1	_	MOWING	\$5,000.00	\$5,000.00		\$ 6800.00						\$ 28,100,00	40,000.00	540,000.00
110-1-1	1		CLEARING & GRUBBING	\$406,142.55	\$406,142.55		\$ 135,000.00							450,000.00	\$450,000.00
120-1	56,181	CY	REGULAR EXCAVATION	\$3.00	\$168,543.00	\$ 14.60	\$ 820,242.60	\$ 7.36	\$ 413,492.16	\$ 468	\$ 262,927.08		\$ 151,688,70	6.50	\$365,176.50
120-4	9,805		SUBSOIL EXCAVATION	\$5.00	\$49,025.00				\$ 60,987.10	\$ 17.94				12.00	\$117,660.00
120-6	66,022		EMBANKMENT	\$15.00	\$990,330.00	100		\$ 15.54	\$ 1,025,961.88	\$ 14.93			,,	18,00	41,100,000,00
160-4	23,489		TYPE 8 STABILIZATION	\$6.50	\$152,678.50	5,00							4 1441	5.57	\$130,833.73
285-701 285-704	4,720 4,125		OPTIONAL BASE, BASE GROUP 1 (4" LIMEROCK BASE) OPTIONAL BASE, BASE GROUP 4 (6" LIMEROCK BASE)	\$9.50 \$11.00	\$44,840.00 \$45,386.00		THE RESERVE					\$ 9.90 \$ 13.70	\$ 46,728,00	18.63	\$87,933.60
285-706	7.584	-	OPTIONAL BASE, BASE GROUP 6 (5" LIMEROCK BASE)	\$11.00 \$12.00	\$91,008.00							\$ 15.25		2432	\$45,509.78 \$184,442.88
265-706A	535	-	OPTIONAL BASE, BASE GROUP 6 (8-12.5 ONLY)	\$15.00	\$18,725.00							\$ 47.00		36.45	\$19,516,80
285-712	4,366		OPTIONAL BASE, BASE GROUP 12 (12.5" LIMEROCK BASE)	\$19.00	\$82,964.00				\$ 75,488.14	\$ 23.28		\$ 24,30		28.37	\$123,863.42
285-712A	236.0		OPTIONAL BASE, BASE GROUP 12 (8-12.5 ONLY)	\$58.00	\$13,688,00		\$ 13,593.60			\$ 37.96		\$ 79,00		42.56	\$10,044.16
327-70-5	8,220	SY	MILLING EXIST ASPH PAVT, 2' AVG DEPTH	\$3.40	\$27,948.00		\$ 29,181.00		\$ 101,023.80	\$ 2.33	\$ 19,152.60	\$ 3.10		2.87	\$23,591,40
327-70-15	34,173	SY	MILLING EXIST ASPH PAVT, 2014" AVG DEPTH	53.40	\$116,185.20		\$ 121,314.15		\$ 150,702.93	\$ 3.27	\$ 111,745,71	\$ 435		4.68	\$159,929.64
327-70-20	222	SY	MILLING EXIST ASPH PAVT, 3 3/4" AVG DEPTH	510.00	\$2,220,00	5 10.90	\$ 2,419,80	\$ 11.71	\$ 2,599,62	\$ 11,88	\$ 2,637.36	\$ 41.00		4.12	\$914.64
327-70-25	1,257		MILLING EXIST ASPH PAVT, 4 3/4" AVG DEPTH	\$5.00	\$5,285.00		\$ 6,787.80		\$ 7,994.52	\$ 6.78	\$ 8,522,46	\$ 9.40		6.26	\$7,868.62
334-1-E3	500 0		ROADWAY REPAIR CONTINGENCY	\$60.00	\$30,000.00		\$ 25,000.00		\$ 157,325.00			\$ 110.00		200.00	\$100,000.00
334-1-53	3,269.2		SUPERPAVE ASPHICONC, TRAFFIC C, PG76-22	\$110,00	\$359,612.00	(C)	\$ 375,958.00					\$ 140,00		95,60	\$312,535,52
334-1-54 337-7-25	5,043.5 1,927.5		SUPERPAVE ASPH CONC, TRAFFIC D, PG76-22 ASPHALT CONCRETE FRIGTION COURSE, FC-5, PG 76-22 (BLACK GRANITE MIX)	\$320.00	\$605,220.00		\$ 635,481,00		\$ 559,979.81 \$ 299,302.20	\$ 125.24 \$ 167.77	\$ 531,847.94	\$ 120.00 \$ 170.00		101.35	\$511,158.73
339-1	652.9		MISCELLANEOUS ASPHALT PAVEMENT	\$180,00 \$210,00	\$348,950,00 \$137,109.00		\$ 368,152,50 \$ 143,638,00	\$ 157.10						200.00	2000,120.00
425-1-511	10		INLETS, DT BOT, TYPE 8, <10	55,400.00	\$\$4,000.00		\$ 45,700.00					\$ 5,130.00		5,000.00	\$130,580,00 \$50,000,00
425-1-541	1		INLETS, DT BOT, TYPE D, <10	54,600.00	\$4,600.00		\$ 3,700.00		\$ 3,415,70					3,961.68	\$3,961.68
425-1-549	3		INLETS, DT BOT, TYPE D, MODIFY	\$5,500.00	\$16,500.00			\$ 5,627.69	5 16,683,07	\$ 5,576.17				6,006.14	\$18,018.42
425-1-589	1	EA	INLETS, DT BOT, TYPE H, MODIFY	\$10,200.00	\$10,200.00		\$ 6,550.00	5 9,922.64	\$ 9,922.64	\$ 6,741.75	5 6,741.75			7,500,00	\$7,500.00
425-1-701	2		INLETS, GUTTER, TYPE S, <10'	\$3,400.00	\$6,800.00	\$ 2,630.00				\$ 3,950,72	\$ 7,901,44			3,950.89	\$7,901.78
425-2-41	2		MANHOLES, P-7, <10°	\$4,200.00	\$5,400.00	\$ 3,900,00								3,585.42	\$7,170.84
425-2-71	3		MANHOLES, J-7, <10°	\$6,900.00	\$20,700.00									5,066,96	\$15,200.88
425-2-93	2	-	MANHOLES, J-4, PARTIAL	\$2,600.00	\$5,200.00								1,100,000,000	3,207.75	\$6,415.50
425-2-101	591		MANHOLES, SPECIAL, <10" DESILT PIPE, 0-24"	\$8,000.00	\$6,000.00		74.0000							8,000.00	\$8,000.00
430.04.2	520		DESILT PIPE, 024	\$15.00 \$18.00	\$8,865.00		\$ 2,541,30 \$ 3,250,00	100	\$ 4,656.45 \$ 4,752.80		\$ 2,671.32 \$ 3,437.20	5 6.45 5 12.85		10,29	\$6,061.39 \$6,060.00
630-94-3	1,200		DESILT PIPE 37-48"	\$8.50	\$10,200.00		\$ 11,460.00					\$ 18.85		12.50	\$15,000,00
430-173-118	46	-	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18", GUTTER DRAIN	\$140.00	\$6,440.00		\$ 4,512.60					\$ 96.00		95 00	\$4370.00
430-175-116	574		PIPE CULVERT RCP, ROUND, 16" SICD	\$82.00	\$55,268.00		\$ 42,226.10					\$ 90,00		70.65	\$47.618.10
430-175-124	1,901	LF	PIPE CULVERT RCP, ROUND, 24" SICD	\$96.00	\$162,496.00		\$ 131,739.30		5 134,951.99			\$ 100,00		76.89	\$146,167.89
430-175-130	577		PIPE CULVERT RCP, ROUND, 30° S/CD	\$120.00	\$69,240.00		\$ 52,276.20		\$ 52,668.56	\$ 104.31	\$ 60,186.67	\$ 110,00	\$ 63,470,00	89.48	\$51,629.96
430-175-136	133	-	PIPE CULVERT RCP, ROUND, 36" S/CD	\$160.00	\$23,640.00		\$ 19,238.45							100.79	\$13,405.07
430-175-224	372		PIPE CULVERT RCP, OTHER SHAPE-ELLIP/ARCH, 24" S/CD	\$130.00	\$46,360.00									171.90	\$63,946.80
430-611-225			U-ENDWALLW/ BAFFLES, STD 261, 1:3 SLOPE, 18" PIPE	\$2,600.60	\$4,000.00									2,913.23	\$5,826.46
430-962-125			MITERED END SECTION, ROUND, 16" CD MITERED END SECTION, ROUND, 24" CD	\$3,700.00	\$11,100.00							\$ 1,250,00 \$ 1,340,00		1,658.11	\$4,974.33
430-982-123			MITERED END SECTION, ROUND, 24° CD	\$4,600.00	\$53,200.00 \$18,400.00		\$ 16,240.00 \$ 7,200.00					\$ 1,990,00		2,497.52	\$22,401.62
430-982-138	2	_	MITERED END SECTION, ROUND, 36" CD	\$4,900.00	\$9,800.00		\$ 5,520.00							4,050.00	\$9,990.08 \$8,120.00
430-962-629	3		MITERED END SECTION, ELLIPTICAL/ ARGH, 24" CD	\$4,000.00	\$12,000.00				\$ 5,593.50					2,500.00	\$7,500.00
430-984-125	2		MITERED END SECTION, 18" SD	\$3,900.00	\$7,800.00				\$ 2,532 44			\$ 1,250.00		1,399.60	\$2,799.20
430-999	4,622		VIDEO INSPECT EXISTING PIPE	52.80	\$8,319.60			\$ 4.34	\$ 20,059,48	5 2.32	5 10,723.04	5 18,70	\$ 66,431,40	4.00	\$18,488.00
520-6	409		SHOULDER GUTTER-CONCRETE	\$31.00	\$12,679.00	\$ 19.70		\$ 20.00	\$ 8,180.00	\$ 20.11	\$ 8,224.99	\$ 33.00	5 13,497.00	17.55	\$7,177.95
530-3-4	64.8		RIPRAP, RUBBLE, FAI, DITCH LINING	\$180.00	\$11,664.00	\$ 155.00	\$ 10,044,00							170.43	
536-1-1	3,747	-	GUARDRAIL -ROADWAY	\$20.00	\$74,940.00	27.20							- Contraction	16.82	563,024.54
538-73	3,362	_	GUARDRAIL REMOVAL	\$2,40	\$8,068.80									2.30	\$7,732.60
536-85-22 536-85-25	10		GUARDRAIL END ANCHORAGE ASSEMBLY-FLARED	\$2,300,00	\$23,000.00							\$ 2,930,00		2,784.08	\$27,840.80
538-1	5,400		GUARDRAIL END ANCHORAGE ASSEMBLY- TYPE II	\$850.00	\$3,400.00		\$ 3,200.00		\$ 3,200.00			\$ 870,00		857.50	\$3,430.00
544-75-1	1	407	GRASH CUSHION - VEHICLE IMPACT ATTENUATOR (70 MPH)(QUADGUARD/TAU-II)	\$7.50 \$38,700.00	\$40,500.00 \$38,700.00		\$ 49,140,00 \$ 37,400.00		\$ 37,800.00 \$ 37,500.00	5 8.12 \$ 41,164.89	\$ 43,848.00 \$ 41,164.89	\$ 9.80 \$ 40,400,00		11.16 21,940.82	\$60,264,00
546-72-55	2.478		RUMBLE STRIPS, GROUND-IN, 16" SHOULDER	\$2,100.00	\$5,203.80		\$ 12,390.00		\$ 6,510.00	\$ 2,550.00	\$ 41,164.89 \$ 6,318.90	\$ 6,620,00	\$ 40,400.00 \$ 15,404.36	2,063.39	\$21,940.82 \$5,162.64
550-10-220	2,117		FENCING, TYPE 8, 5.1-6.0, STANDARD	\$12.00	\$25,404.00		\$ 21,170.00	the second second	\$ 19,730.44	\$ 16.44		\$ 10,85		12.85	\$5,162.64 \$27.203.45
560-3	2		EXISTING OVERHEAD SIGN STRUCTURE UPRIGHT PAINTING	\$4,900.00	\$9,800.00		\$ 10,400.00			\$ 55,079.79		5 5,620,00	- LL 000 10	5,983.24	\$11,966,48
570-1-2	86,902		PERFORMANCE TURF, SOO	\$3.50	\$304,157.00		\$ 161,637.72	\$ 2.34	5 203,350.68	\$ 2.86	\$ 248,539.72	\$ 3.40	1,1,24,75,45	2.37	\$205,957,74
571-1-11	1,493		PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 1	\$3.60	\$5,374.80		\$ 5,673.40	\$ 4,00	\$ 5,972.00	\$ 5.80	\$ 8,659.40	\$ 2.95	5 4,404.35	6.00	\$8,958.00
600-100	. 1		INSPECTOR TRAINING FOR TRAFFIC MONITORING STATION	\$2,100.00	\$2,300.00		5 2,400,00		\$ 3,715.00	\$ 2,597.45	\$ 2,597,45	\$ 2,650.00	\$ 2,650.00	4,000.00	\$4,000.00
600-104	t_		INSPECTOR TRAINING FOR FIBER OPTIC NETWORK	\$5,200.00	\$5,200.00	0,000,00	\$ 5,500.00		\$ 4,551.00			\$ 5,970.00		6,700.00	\$6,700.00
603A-100	. 1		CONTINUOUS OPERATION OF EXISTING ITS DEVICES	\$38,400,00	\$30,400.00						The state of the s	\$ 34,700,00		25,000.00	\$25,000.00
246		1.15	GEOLOGATION OF ITS EQUIPMENT AND INFRASTRUCTURE	\$31,900.00	\$31,900,00	\$ 33,000.00						\$ 36,500.00		15,000 00	\$15 000 00
612-100				-											
612-100 630-2-11 631-101	11,330	LF	CONDUIT (F&I) (UNDERGROUND) FIBER OPTIC SPLICE HOUSING INVENTORY	\$6.50 \$290.00	\$73,645.00 \$870.00							\$ 7,60 \$ 330,00		1,540.00	\$97,324.70 \$4,620.00

633-121-4 633-141-7 633-141-8 633-141-8 635-1-11 635-1-12 635-1-30	333		IBER OPTIC CABLE, SM, 72 FIBER, F&I IBER OPTIC SPLICE ENCLOSURE, 72 SPLICE, F&I	\$3,70	\$41,232.80		44,018.80		43,684.48					3.00	\$33,432.00
633-141-7 633-141-8 635-1-11 635-1-12 635-1-30	333	EAIR			\$3,600,00	950.00 \$	3,800.00	\$ 964.50	3,858,00	1,006.51	4,026.04	1,030.00	\$ 4 1 20 00	40.00	\$160.00
633-141-8 635-1-11 635-1-12 635-1-30		F . F		\$40.00	\$13,320,00	42.75	14,235.75	\$ 43.56				100000000000000000000000000000000000000		42.00	\$13,986.00
635-1-11 635-1-12 635-1-30			IBER OPTIC FUSION SPLICE	\$440.00	\$1,760.00	460.00 \$	1,840.00							510,00	\$2,040.00
635-1-12 635-1-30			DOSTING FIBER OPTIC SPLICE ENCLOSURE RE-ENTRY PULL BOX F&I	\$500.00	\$10,800.00	955.00	11,460.00						\$ 12,360.00	521.00	\$7,452.00
635-1-30			MALL FIBER OPTIC PULL BOX, 24° DIA, F&I	\$1,400.00	\$2,800.00	1,500.00 \$	3,000.00	\$ 1,846 00				1,640.00		1,454.00	\$2,908.00
	4		PULL BOX ADJUST	\$1,500.00	\$1,500.00	1,600.00	1,600.00	\$ 967.00						100.00	\$100.00
635-1-60				\$270.00	\$2,160.00	286.00	2,258,00	\$ 388.75						500.00	\$4,000.00
			PULL BOX, REMOVE	\$1,400,00	\$68,600.00	1,500.00	73.500.00	\$ 526.29						655.89	\$32,138.61
635-2-11	49		ULL & SPLICE BOX, F&I, 13" x 24"		\$9,600,00	5 10,000 00 5	10,000.00	\$ 6,704.00				11,000.00	\$ 11,000,00	3,900.00	\$3,900.00
636-11	1	-	CONCRETE MANHOLE, F&I, 4'X4'X4'	\$9,500.00	\$11,000.00	5 11.000 00	11,000.00	\$ 9,233.00						4,200 DO	\$4,200.00
536-13	-1		CONCRETE MANHOLE, F&I, 4X65X6.5 (DOGHOUSE)			3,500.00	10,500.00	\$ 5,617.33				3,850.00		1,000.00	\$3,000.00
635-40	3		CONCRETE MANHOLE, ADJUST	\$3,400.00	\$10,200.00		9,700.00	\$ 9,197,00						300.00	\$300.00
636-60	1		ONCRETE MANHOLE, REMOVE	\$9,300.00	\$9,300,00	9,700.00 3 6.65 3	5,778.85			\$ 7.07				7.00	\$6,083.00
38-0001-021	638		BER OPTIC CONDUIT, 2-1" HDPE, F&I, TRENCH	\$6.50	\$16,790.00	5 10.95	18.385.05							7.00	\$11,753,00
160-1000-865	1,679		BER OPTIC CONDUIT, 9-1" HDPE, F&I, TRENCH	\$10,00			5,010,95							7.00	\$5,047.00
538-0002-011	721		CONDUIT, FAI, UNDERGROUND, 1-2" HDPE, FAI , TRENCH	\$6.50	\$4,686.50	6,95								15.50	53,844,00
538-0002-011	248		CONDUIT, F&I, UNDERGROUND, 1-2" HDPE, F&I, DIRECTIONAL BORE	\$13.00	\$3,224,00	13,70	3,397.60							9.00	\$23,065.00
638-0003-101	2,565		BER OPTIC CONDUIT, 9-1" & 1-2" HDPE, F&I, TRENCH	\$15.00	\$38,475.00	\$ 15,90 \$	40,783.50		\$ 59,071.95		\$ 5,160.22			15.50	\$2,759.00
38-1401-021	178		BER OPTIC CONDUIT, 4" HDPE/SDR 11 OUTER DUCT W/2-1" HDPE, DIRECTIONAL BORE	\$26.00	\$4,628.00	5 27.40	4,877.20							15.50	
538-1601-091	60		FIBER OPTIC CONDUIT, 5" HOPE/SDR 11 OUTER DUCT W/S-1"HOPE, DIRECTIONAL BORE	\$45,00	\$2,700.00	\$ 47.70	2,862.00							15.50	\$930.00
538-1603-1013	130		FIBER OPTIC CONDUIT, 5" HDPE/SDR 11 OUTER DUCT W/9-1" & 1-2" HDPE, DIRECTIONAL BORE	\$47.00	\$6,110.00	\$ 49.30 \$	6,409.00							50.00	\$2,015.00
638-1A	8	1.75	TUBULAR ROUTE MARKER (FIBER)	\$120.00	\$960,00	\$ 130,00 \$	1,040,00							50.00	\$400.00
538-1B	13	-	TUBULAR ROUTE MARKER (POWER)	\$120.00	\$1,560.00	\$ 130,00 \$	1,690.00				4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4			5.00	\$650,00
639-3-02	2,849	LF C	CONDUCTORS, F&I, INSULATED, NO. 2	\$2.80	\$7,977.20	\$ 2.96 \$									\$14,245.00
639-3-06	891	LF C	CONDUCTORS, F&I, INSULATED, NO. 6	\$1.40	\$1,247.40	\$ 1,43 \$	1,274.13					\$ 1.55		4.75	\$4,232.25
659-109R	2	EA C	CONCRETE PEDESTRAL, RELOCATE	\$2,500.00	\$3,200.00	\$ 1,690.00 \$	3,380.00	\$ 1,248.50	4 101,00					750.00	\$1,500,00
664-4-147	4	EA 1	TRAFFIC MONITORING STATION, ADJUST	\$1,100,00	\$4,400,00	\$ 1,200.00 \$	4,800.00	\$ 3,659.25		\$ 1,282.49				550.00	\$2,200.00
668-40	- 2	EA [TS DEVICE CABINET, RELOCATE	\$3,200,00	\$6,400.00	\$ 3,300.00 \$		\$ 2,611,50		\$ 3,576.13				2,500,00	\$5,000.00
683-104	1	EA F	FIBER OPTIC PATCH PANEL, 12 PORT, F&I	\$1,600.00	\$1,600.00	\$ 1,700,00 \$	1,700.00							1,600.00	\$1,600.00
683-106	5	EA (CUT TO LENGTH FIBER OPTIC JUMPER, FAI	\$40,00	\$200.00	\$ 42,75	213.75	\$ 43.50						100.00	\$500.00
686-105R	2	EA I	ITS POLE, COMPLETE, RELOCATE	\$45,900.00	\$91,860,00	\$ 48,400,00 \$	95,800.00			\$ 51,326,25				12,000.00	\$24,000.00
700-1-11	1	A5 1	SINGLE POST SIGN, FAI, GM, UP TO 12 SF	\$560.00	\$560.00	\$ 590,00 \$	590,00	\$ 1,238,00	\$ 1,238.00	5 627.33	\$ 627,33	\$ 640.00	\$ 640,00	330.66	\$330.68
700-1-12	2	AS I	SINGLE POST SIGN, F&I, GM, 12-20 SF	\$2,300.00	\$4,600.00	5 2,480.00 \$	4,960.00	\$ 1,424.00	\$ 2,848.00	\$ 2,625.76	\$ 5,257,52	\$ 2,580.00	\$ 5,360.00	1,094.64	\$2,189,28
700-1-13	1	AS S	SINGLE POST SIGN, F&I GM, 21-30 SF	\$5,100.00	\$5,100.00	\$ 5,380,00 \$	5,380.00	\$ 2,176.00	\$ 2,176.00	\$ 5,691.19	5 5,691,19	\$ 5,810.00	5 5,810.00	1,700.82	\$1,700.82
700-1-50	5		SINGLE POST SIGN, RELOCATE	5250.00	\$1,250.00	\$ 265,00 \$	1,325.00	\$ 412,40	\$ 2,062.00	\$ 280,62	5 1,403.10			208.34	\$1,041,70
700-1-60	18	AS IS	SINGLE POST SIGN, REMOVE	\$150.00	\$2,700.00	\$ 161.00 \$	2,898.00	\$ 216.61	\$ 3,898.96	\$ 170,46	\$ 3,068.28			37.75	\$679.50
700-2-50	2		MUTU-POST SIGN, FAL GROUND MOUNT, RELOCATE	\$10,300.00	\$20,600.00	\$ 10,600.00 \$	21,200.00	\$ 9,333.50	\$ 18,667,00	\$ 11,494.88	\$ 22,989.72			3,958.69	\$7,917.78
700-3-101	1	EA	SIGN PANEL, F&I, GROUND MOUNT, UP TO 12 SF	\$300.00	\$300.00	\$ 300.00 \$	300.00	\$ 215.00	\$ 215,00	\$ 336.28	\$ 336.28			178.69	\$178.69
700-3-201	2		SIGN PANEL, F&I, OVERHEAD MOUNT, UP TO 12 SF	\$590.00	\$1,180,00	5 600.00 \$	1,200,00	\$ 284.00	\$ 550,00	\$ 664,44	\$ 1,328.88	\$ 680,00	\$ 1,360.00	605.90	\$1,211.60
700-3-228	4		SIGN PANEL, FAL GROUND MOUNT, 301-400 SF, W/LIGHTING	\$14,700.00	\$58,800.00	\$ 15,500.00 \$	62,000.00	\$ 13,949.25	\$ 55,797.00	\$ 16,406,82	\$ 65,627.26	\$ 16,800,00	\$ 67,200.00	11,265.73	\$45,062.92
700-3-502	2		SIGN PANEL, RELOCATE, 12-20 SF	\$800,00	\$1,600.00	\$ 840.00 \$			\$ 889.00	\$ 897.51	\$ 1,796.02	\$ 920.00	5 1,840.00	550.00	\$1,100.00
700-3-526	2		SIGN PANEL RELOCATE, 101-200 SF, W/ LIGHTING	\$11,800.00	\$23,600.00	\$ 12,200.00 \$		\$ 4,435.50	\$ 8,871,00	\$ 13,163.49	\$ 26,326.98	\$ 13,400,00	\$ 26,800.00	8,000.00	\$16,000.00
700-3-628	4		SIGN PANEL, REMOVE, 301-400 SF, W/ LIGHTING	\$2,900.00	\$11,600.00	5 3,070,00 \$	12,280.00	\$ 1,226.25	\$ 4,905,00	5 3,249.13		5 3,320,00	\$ 13,280.00	1,451.24	\$5,804.96
700-4-115A	2		OVERHEAD STATIC SIGN STRUCTURE FAI CANTILEVER \$1-100 FT	\$108,800.00	\$217,500.00	\$ 115,100.00 \$		5 102,383.00		\$ 121,753,00		5 124,000.00	\$ 248,000.00	99,000.00	\$198,000.00
700-4-125	2	100	OVERHEAD STATIC SIGN STRUCTURE, F&I, SPAN 51-100 FT	\$141,700.00	\$283,400,00	5 150,000,00 \$		\$ 137,131.50		5 158,579.93	\$ 317,159,86	5 162,000.00		122,764,71	\$245,529.42
700-4-610	3		OVERHEAD STATIC SIGN STRUCTURE, REMOVE CANTILEVER	\$4,200.00	\$12,600.00	\$ 4,450,00 \$		\$ 3,002.67	\$ 9,008.01	\$ 4,717,15	\$ 14,151,45	5 5,150.00	\$ 15,450.00	4,606.25	\$13,818,75
700-4-626	-		OVERHEAD STATIC SIGN STRUCTURE, REMOVE SPAN	\$6,800.00	\$6,800.00	\$ 7,200.00 \$				\$ 7,661.31	5 7,561.31			10,421.42	510.421.42
705-10-1	\rightarrow		OBJECT MARKER, TYPE 1	\$100.00	\$100.00	\$ 260.00	260.00	-				\$ 290,00		145,00	\$145.00
705-11-1	33		DELINEATOR, FLEXIBLE TUBULAR	\$62.00	\$2,046.00	\$ 97.60 \$		\$ 75.33				5 110.00		56.38	\$1,860.54
706-3	1,094		RETRO-REFLECTIVE PAVEMENT MARKER	53.60	\$3,938.40	\$ 3.40				\$ 3.59		\$ 3,65		3.38	\$3,697,72
711-11-160	9		THERMOPLASTIC STANDARD, WHITE, MESSAGE	5160.00	\$1,440.00	\$ 380.00 \$	3,420.00			\$ 405.85		\$ 410.00		223.36	\$2,010,24
711-11-170	_		THERMOPLASTIC, STANDARD, WHITE, MESSAGE THERMOPLASTIC, STD, WHITE, ARROW (OPTION DIR ARROW)	\$730.00	\$730.00	\$ 1,750.00 \$	1,750.00	\$ 1,600.00		\$ 1,655,32		\$ 1,890.00		1,000.00	\$1,000.00
	1							\$ 150,00		5 173,94		\$ 160,00		85.31	\$1,279.65
711-11-170	15		THERMOPLASTIC, STANDARD, WHITE, ARROW	\$67,00	\$1,005,00	\$ 164.00 \$ \$ 30,490.00 \$		\$ 27,797.63		\$ 32,233.66		\$ 32,900.00		26 363 091	\$14,605,15
713-102-112	0.554	\rightarrow	PREFORMED TAPE, HIGH PERFORMANCE, WHITE, SOLID, 6"	525,722.45	\$7,980.13					\$ 47,449.77			\$ 10,648.00	50,000.00	\$11,000.00
713-102-114	0.220	_	PREFORMED TAPE, HIGH PERFORMANCE, WHITE, SOLID, 12"	\$36,273.32		\$ 44,900.00			\$ 9,002,40	\$ 13.91			\$ 10,948 20	13.00	\$10,023.00
713-102-125	771		PREFORMED TAPE, HIGH PERFORMANCE, WHITE, SOLID, 18"	512.00	\$9,252.00	\$ 13.20			\$ 9,252.00 \$ 5,800.00			\$ 17,300.00	\$ 10,948.20 \$ 5,885.40	9,935.26	\$10,023.00
713-102-134	0.398		PREFORMED TAPE, HIGH PERFORMANCE, WHITE, SKIP, 12"	511,171,06	\$4,446,08	\$ 15,600.00			0,000,00			\$ 23,500.00		21,165,84	\$3,964.23
713-102-211	2.238		PREFORMED TAPE, HIGH PERFORMANCE, YELLOW, SOUD, 6"	\$20,900.00	\$46,774.20	\$ 21,600.00	48,340.80		\$ 44,351,99 \$ 64,960,00	\$ 22,960,09		\$ 23,300.00		30,408.39	
713-102-513	2.242		PREFORMED TAPE, HIGH PERFORMANCE, WHITE/BLACK CONTRAST, SOLID, 9"	\$31,000.00	\$69,502,00	5 31,800.00 1			4 - 1/1-1-1	\$ 9,869,08		\$ 10,100.00		8,997.62	\$68,175,61
713-102-533	3,106		PREFORMED TAPE, HIGH PERFORMANCE, WHITE/BLACK CONTRAST, SKIP, 9"	\$9,300.00	\$28,264.60	\$ 9,300,00									\$27,946.61
715-1-11	1,293		LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR LESS	\$1.60	\$2,065.60	\$ 1,65				\$ 1.74				0.61	\$1,047,33
715-1-12	11,898		LIGHTING CONDUCTORS, F&I, INSULATED, NO 6 - 8	\$1.30	\$15,407.40	\$ 1.35 \$	0.35535.55-53.55			\$ 1.45			* 10000000	1.24	\$14,753.57
715-1-13	17,880		LIGHTING CONDUCTORS, F&I, INSULATED, NO 4-2	51.90	\$33,972.00	\$ 1.95			\$ 25,389.60	\$ 2.09				1,97	\$35,223.60
715-4-122	37		LIGHT POLE COMPLETE, F&I, 130 MPH, 45'	\$6,100.00	\$225,700.00	\$ 6,400,00 \$			\$ 176,005.69			\$ 6,960,00	\$ 257,520.00	9,039.45	\$334,459.65
715-4-600	17	EA	LIGHT POLE COMPLETE, REMOVE	\$1,100.00	\$18,700.00	5 1,100 00 \$			\$ 18,548.02				\$ 21,080.00	510,65	\$8,681.0
715-7-11	1		LOAD CENTER, F&I, SECONDARY VOLTAGE	\$29,400.00	\$29,400.00	\$ 31,000.00 \$			4 4 4 144		\$ 32,860.02	\$ 33,500.00	\$ 33,500.00	14,501,24	\$14,601.24
715-19-600	8	EA	HIGH MAST LIGHT POLE, REMOVE	\$3,700.00	\$29,500.00	\$ 3,900.00 \$	31,200.00					\$ 4,240.00	\$ 33,920.00	3,381,99	\$27,055.92
715-500-1	37		LIGHT POLE CABLE DIST, SYSTEM, CONV.	\$1,800.00	\$66,500.00	5 1,850,00 \$				\$ 1,971.28	\$ 72,937.36	\$ 2,050,00	\$ 75,850.00	1,750.00	\$64,750.00
999-1	N/A		ALLOWANCE FOR DISPUTES REVIEW BOARD	N/A.	\$ 50,000.00	N/A S		N/A	\$ 50,000.00		\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$50,000.00
999-2	N/A	N/A	WORK ORDER ALLOWANCE	N/A	\$ 200,000.00	N/A S	200,000.00	N/A	\$ 200,000.00	N/A	\$ 200,000.00	N/A	\$ 200,000.00	N/A	\$200,000.00

\$8,370,000,00

\$ 9,329,099.99

\$ 10,136,226.53

\$ 10,245,434.83

\$ 10,065,677.06

\$8,664,063,59

CONSENT AGENDA ITEM

#6

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 15, 2017

SUBJECT:

Award of Contract to Tecta America Southeast LLC for

Roof Replacement for Toll Plazas on S.R. 417 Project No. 417-744; Contract No. 001262R

An Invitation to Bid for the referenced project was advertised on April 2, 2017. Responses to the Invitation were received from four (4) contractors by the June 27, 2017 deadline for submittal of bids. However, the apparent low bidder was disqualified for not submitting a bid bond.

Bid results were as follows:

	<u>Bidder</u>	Bid Amount
1.	Precision Roofing Solutions, Inc.	\$596,479.00
2.	Tecta America Southeast, LLC	\$609,562.07
3.	Sutter Roofing	\$686,871.00
4.	Atlas Apex Roofing, LLC	\$722,000.00

The Engineer's Estimate for this project is \$694,500.00

The Engineer of Record for Project 417-744 has reviewed the low bid submitted by Tecta America Southeast, LLC, and has determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Tecta America Southeast, LLC, to be responsible and responsive to the bidding requirements. Award of the contract to Tecta America Southeast, LLC in the amount of \$609,562.07 is recommended.

This project is budgeted for in the Five-Year Work Plan.

Reviewed by:

Will Hawthorne, PE

Manager of Engineering

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



MEMORANDUM

TO:

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

FROM:

Aneth O. Williams

Director of Procurement

SUBJECT:

Roof Replacement for Toll Plazas on S.R. 417

Contract No. 001262R; Project No. 417-744

DATE:

July 5, 2017

The Procurement Department has reviewed the following bids (received and opened on June 27, 2017) for the subject project. We have determined that the low bid is non 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
 Precision Roofing Solutions, Inc. Tecta America Southeast, LLC Sutter Roofing Atlas Apex Roofing, LLC 	\$596,479.00 \$609,562.07 \$686,871.00 \$722,000.00

Thank you.



CONSENT AGENDA ITEM

#7

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 23, 2017

SUBJECT:

Authorization to Advertise for

Construction Management Consultant Services

Contract No. 001327

Board authorization is requested to advertise for Letters of Interest from professional consultants for Construction Management Consultant (CMC) services. The services to be provided by the CMC will include: construction engineering oversight; construction contract administration; cost and scheduling; utility/environmental coordination; claims/disputes evaluation and resolution; independent assurance of required quality control procedures; and plans constructability review services for major construction projects identified in the approved Five-Year Work Plan. The current contract ends October 13, 2017.

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

Reviewed by:

nief of Infrastructure



CONSENT AGENDA ITEM

#8

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams (

Director of Procurement

DATE:

July 5, 2017

SUBJECT:

Authorization to Advertise for Construction Bids for

Systemwide E-PASS Signage

Project 599-630, Contract No. 001329

Board authorization is requested to advertise for construction bids for the Systemwide E-PASS Toll Saver, Time Saver signage. The project consists of the installation of signage at specific locations throughout the system to provide motorists with information relating to E-PASS transponders and the associated benefits of utilizing an E-PASS on our system.

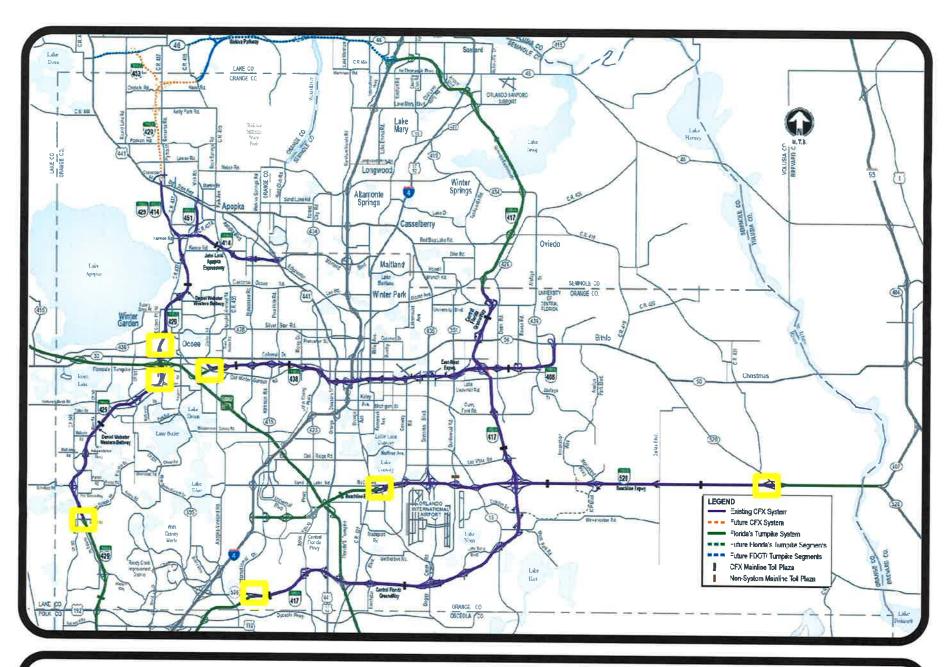
This project is included in the current Five-Year Work Plan.

Reviewed by:

Will Hawthorne, P.E.

Manager of Engineering





Project Location Map for Systemwide E-PASS Toll Saver, Time Saver Signage (599-630)

CONSENT AGENDA ITEM

#9

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 15, 2017

SUBJECT:

Approval of Contract to Kenyon & Partners, Inc. for

S.R. 408 & S.R. 429 Toll Plaza Air Conditioner Replacements

Project No. 599-732A; Contract No. 001247

An Invitation to Bid for the referenced project was advertised on April 16, 2017. Responses to the Invitation were received from two contractors by the May 18, 2017 deadline for submittal of bids.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amoun</u>		
1	Kenyon & Partners, Inc.	\$592,735.00		
2.	Air Mechanical & Service Corp.	\$766,999.93		

The Engineer's Estimate for this project is \$503,316.95.

The Engineer of Record for Project 599-732A has reviewed the low bid submitted by Kenyon & Partners, Inc., and determined that the amounts for major items of work fall within the generally accepted tolerance threshold of the Engineer's Estimate. Based on that criterion, there are no unbalanced bid items.

The Procurement Department has evaluated the bids and has determined the bid from Kenyon & Partners, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Kenyon & Partners, Inc. in the amount of \$592,735.00 is recommended.

This project is included in the Five-Year Work Plan

Reviewed by:

Ben Drefling, PE

Director of Construction

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

Joe Berenis

Chief of Infrastructure

FROM:

Aneth O. Williams

Director of Procurement

SUBJECT:

S.R. 408 & S.R. 429 Toll Plaza Air Conditioner Replacements

Contract No. 001247; Project No. 599-732A

DATE:

May 18, 2017

The Procurement Department has reviewed the following bid (received and opened on May 18, 2017) 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.	Kenyon & Partners, Inc.	\$ 592,735.00
2.	Air Mechanical & Service Corp.	\$ 766,999.93

Thank you.

BID ANALYSIS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 408 & 429 AIR CONDITIONER REPLACEMENTS CONTRACT NO. <u>001247</u>, PROJECT NO. <u>599-732A</u>

				KENYON & PARTNERS, INC.		KENYON & PARTNERS, INC. AIR MECHANICAL & SERVICE CORI		SERVICE CORP.	ENGINEER'S ESTIMATE	
ITEM NO.	QUANTITY	דואט	ITEM DESCRIPTION		UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
101-1	1	LS	Mobilization	\$	31,363.00	\$31,363.00	\$ 87,500.00	\$87,500.00	\$25,092.00	\$25,092.00
102-1	1	LS	Maintenance of Traffic	\$	32,000.00	\$32,000.00	\$ 12,000.00	\$12,000.00	\$20,400.00	\$20,400_00
999-1	1	LS	Dean Mainline	\$	106,892.00	\$106,892.00	\$ 107,583.00	\$107,583.00	\$89,451.75	\$89,451.75
999-2	1	L\$	Forest Lake Mainline	\$	47,162.00	\$47,162.00	\$ 28,644.00	\$28,644.00	\$32,115.30	\$32,115.30
999-3	7	EA	Toll Booth Type 1	\$	11,690.00	\$81,830.00	\$ 17,297.28	\$121,080.96	\$7,841.25	\$54,888.75
999-4	1	EA	Toll Booth Type 2	\$	10,264.00	\$10,264.00	\$ 7,979.00	\$7,979.00	\$8,087.25	\$8,087.25
999-5	4	EA	Toll Booth Type 3	\$	10,264.00	\$41,056.00	\$ 12,078.25	\$48,313.00	\$7,841.25	\$31,365.00
999-6	2	EA	Ramp Plaza Type A	\$	9,980.00	\$19,960.00	\$ 10,413.00	\$20,826.00	\$9,661.65	\$19,323.30
999-7	6	EA	Ramp Plaza Type B	\$	10,692.00	\$64,152.00	\$ 15,432.33	\$92,593.98	\$10,817.85	\$64,907.10
999-8	7	EA	Ramp Plaza Type C	\$	11,119.00	\$77,833.00	\$ 20,242.57	\$141,697.99	\$10,768.65	\$75,380.55
999-9	1	EA	Ramp Plaza Type D	\$	11,119.00	\$11,119.00	\$ 14,396.00	\$14,396.00	\$10,768.65	\$10,768.65
999-10	2	EA	Ramp Plaza Type E	\$	9,552.00	\$19,104.00	\$ 17,193.00	\$34,386.00	\$10,768.65	\$21,537.30
999-11	N/A	N/A	Work Order Allowance	\$	45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$45,000.00	\$45,000.00
999-12	N/A	N/A	Allowance for Disputes Review Board	\$	5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$5,000.00

TOTAL BID

\$ 592,735.00

\$ 766,999.93

\$503,316.95

CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams

Director of Procurement

DATE:

June 15, 2017

SUBJECT:

Award of Contract to RK&K for Construction Engineering and Inspection

Services for S.R. 408 Widening from S.R. 417 to Alafaya Trail

Project 408-128, Contract No. 001194

The Board approved on January 12, 2017, the final ranking and authorization to negotiate with firms for CEI Services for S.R. 408 Widening from S.R. 417 to Alafaya Trail. Negotiations with RK&K for CEI Services for the project have been completed. Board award of the contract to RK&K, is requested in the not-to-exceed amount of \$6,000,000.00.

This project is budgeted for in the Five-Year Work Plan.

Reviewed by:

Ben Dreiling, PE

Director of Construction





CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT NO. 001194

THIS AGREEMENT, made and entered into this 13th day of July, 2017 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part V, Florida Statutes) hereinafter called the "CFX" and RUMMEL, KLEPPER & KAHL, LLP hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 3504 Lake Lynda Drive, Suite 165, Orlando, Florida 32817.

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

WITNESSETH:

- 1.0 CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No.001194,
- 2.0 The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

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

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

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

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five year term from the date of the Notice to Proceed from CFX which includes the construction period of __ months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be __ months.

4.0 PROJECT SCHEDULE

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

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

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

(List subconsultants here.)

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,000,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) 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. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

8.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 17, CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

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

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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 Agreement.

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 provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

Upon written notice, CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

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

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

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

completed or partially completed at the time of such termination or abandonment, shall be transferred to 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 work properly performed rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the

Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

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

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, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, 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 Agreement, The CONSULTANT shall also indemnify, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, 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 (14) calendar 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 costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or 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 and endorsements 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.

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.

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 requested by 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, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials 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 Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX trademarks, service marks, or other mark (collectively referred as "Marks" is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Marks is utilized, the Marks shall be properly screened to insure all layers of the Marks are visible. The

proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer 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 the Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will be made a part of this Agreement by reference as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision 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 the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

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 E-VERIFY CLAUSE

CONSULTANT 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. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

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

During the term of this Agreement:

The CONSULTANT is not eligible to pursue any advertised construction
engineering and inspection projects of CFX as either a prime or subconsultant
where the CONSULTANT participated in the design of the projects.
 Subconsultants are also ineligible to pursue construction engineering and inspection
projects where they participated in the design of the projects.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to

comply with Section 20.055(5). The obligations in Section 22.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid. proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements

between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 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.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 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 subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 28.2 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 subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) business days, 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 subcontractor of another contractor

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.

- 28.4 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.
- 28.5 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.
- 28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: Chief of Infrastructure

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

Attn: _		
Attn:		

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.0 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on _____, 20___.

RUMMEL KLEPPER & KAHL, LLP CENTRAL FLORIDA

	EXPRESSWAY AUTHORITY
BY:Authorized Signature	BY:
Title:	Print Name:
Print Name:	
ATTEST:(Seal) Secretary or Notary	
Approved as to form and execution, only.	
General Counsel for CFX	

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procuremen

DATE:

June 12, 2017

SUBJECT:

Approval of Contract Renewal Agreement

for Wekiva Parkway Corridor Consultant Services with CH2M Hill, Inc.

Contract No. 000746

Board approval is requested for the second renewal of the referenced contract with CH2M Hill, Inc., in the amount of \$0.00 to provide general program management and required services for projects related to the design, permitting, right-of-way acquisition, bidding and construction of the Wekiva Parkway Corridor projects. The current contract expires on July 31, 2017. The original contract term is five years with five (5) one-year renewals.

Original Contract Amount	\$20,00	00,000.00
Renewal Agreement No. 1	\$	0.00
Renewal Agreement No. 2	\$	0.00
Total Revised Contract Amount	\$20,00	00,000,00

This contract is budgeted for in the Five-Year Work Plan.

Reviewed by:

lenn Pressimone, P.E. Director of Engineering

Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000746

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of July, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and CH2M Hill, Inc., hereinafter called "Consultant"

WITNESSETH

WHEREAS, CFX and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 27, 2011, with a Notice to Proceed date of June 6, 2011, whereby CFX retained Consultant to serve as the Wekiva Parkway Corridor Consultant; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a second renewal of said Original Agreement beginning the 1st day of August, 2017, and ending the 31st day of July, 2018, with no increase in the Contract Amount.

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

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.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

OHEM HILD, INC.			.01411
BY:Authorized Signature	_	BY:	
Title:			
ATTEST: Secretary or Notary If Individual, furnish two witnesses:	(SEAL)		
Witness (1)			
Witness (2)			

CH2M HILL INC

Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000746

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of January, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and CH2M Hill, Inc., hereinafter called "Consultant"

WITNESSETH

WHEREAS, CFX and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 27, 2011, with a Notice to Proceed date of June 6, 2011, whereby CFX retained Consultant to serve as the Wekiva Parkway Corridor Consultant; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 6th day of June, 2016, and ending the 5th day of June, 2017, with no increase in the Contract Amount.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 6, 2016, Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 5, 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.

CH2M HILL, INC.

Authorized Signature (Matt Lamb)

av. Called Mu

Title Business Vice President

ATTEST: Diane H. Charigseal

Secretary or Notary

If Individual, furnish two witnesses:

II fildividuai, furnish two withesses.

Witness (2)

Witness (1)

DIANE H. CHAVIS
Commission # FF 177387
Expires December 27, 2018
Bonded Thru Troy Feln Insurance 800-365-7619

AGREEMENT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
CH2M HILL, INC.

WEKIVA PARKWAY CORRIDOR CONSULTANT CONTRACT NO. 000746

> CONTRACT DATE: JANUARY 26, 2011 CONTRACT AMOUNT: \$20,000,000.00



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

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

FOR

WEKIVA PARKWAY CORRIDOR CONSULTANT

CONTRACT NO. 000746

JANUARY 2011

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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, Member

> Executive Director Michael Snyder, P.E.

TABLE OF CONTENTS

Section	<u>Title</u>
	Agreement
A	Exhibit "A", Scope of Services
В	Exhibit "B", Method of Compensation
С	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 27th day of January, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and CH2M HILL, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 255 East Robinson Street, Suite 505, Orlando, Florida 32801.

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

WITNESSETH:

- 1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain design consultant project management services for projects as identified by the AUTHORITY.
- 2.0 The CONSULTANT and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

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

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

Agreement thereto.

Reference herein to Director shall mean the AUTHORITY's Executive Director.

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

This is a continuing services Agreement subject to AUTHORITY periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services. Renewal of this Agreement for up to five one-year renewals periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROGRESS SCHEDULE

The CONSULTANT agrees to provide progress reports in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY. The AUTHORITY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with

representatives of the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Agreement within which to complete the services. In the event there have been delays which would affect the completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason for the delay and the amount of time related to the reason. The AUTHORITY will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement has expired and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

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 design reviews 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 the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion

of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Echezabal & Associates, Inc. Dyer, Riddle, Mills & Precourt, Inc. RTO Group, LLC Wantman Group, Inc Aerial Cartographics of America, Inc.

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

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

shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is best described as design consultant project management for the Wekiva Parkway program. The services include, but are not necessarily limited to, the following: develop scope of work and contract provisions, contractual support services for negotiations / contract administration, comprehensive reviews of all design submittals (roadway and drainage, structural, signing and pavement marking, intelligent transportation systems, signalization, lighting, toll plaza etc.), coordinating environmental permits, utility plans review and coordination, develop durations of services (project schedules), coordinate with other agencies on permitting, traffic operation and safety issues, prepare construction cost estimates, surveying support services, right-of-way support services, geotechnical and geotechnical advisory services for projects, attend meetings and site visits as required to carry out the above services and other miscellaneous consultant project management services as requested by the Authority. It should be noted that multiple project management assignments may be authorized and on-going concurrently.

7.0 COMPENSATION

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

Subject to the limits of actual compensation received by the CONSULTANT for services provided under this contractAgreement, the CONSULTANT may be liable for AUTHORITY costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in design

reviews performed under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

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

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

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

Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be ground for immediate unilateral cancellation of this Agreement by the AUTHORITY.

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 provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

11.0 TERMINATION

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

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

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

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs as determined in Exhibit "B". In determining the percentage of work completed, the AUTHORITY 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 documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this

Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's 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; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the 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 the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the

AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

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 the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees,

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

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

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

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

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, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

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 the AUTHORITY, the

CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

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

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

shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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.

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

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

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

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such

deductibles or self-insured retentions as requests the AUTHORITY, 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 the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

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

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 the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Manager of Public Relations and Communications or his/her designee. If a copy of the AUTHORITY 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. If a color logo is used, the logo shall confirm to the proper PMS colors of 2602 purple and 716 orange. If a black and white logo is utilized, the logo shall be properly screened to insure allayers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Manager of Public Relations and Communications 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 the AUTHORITY'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 the AUTHORITY under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and

local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

20.0 CONFLICT OF INTEREST

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

- The CONSULTANT is not eligible to pursue any advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT had design review responsibilities. Subconsultants are also ineligible to pursue projects where they participated in design review.
- 2. The CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT had design review responsibilities. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design review.

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY 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 the Authority's Board of Directors at its meeting on January 26, 2011.

CH2M HILL, INC.	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RV. MMM	BY: Caude Mills
Authorized Signature	Director of Procurement
Title: Urge President	Print Name: Clavde Miller
Secretary or Notary Versed through Divesticates Notary Public State Damarls Ramirez My Commission DE Expires 03/28/2013 Approved as to form and execution, only.	0874681
General Counsel for the AUTHORITY	
Joseph Spesiatore	

CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

<u>MEMORANDUM</u>

TO:

CFX Board Members

FROM:

Aneth O. Williams

Director of Procurement

DATE:

June 20, 2017

SUBJECT:

Approval of Echezabal & Associates, Inc. as Subconsultant for the

Osceola Parkway Extension Concept, Feasibility & Mobility Studies Contract

with CH2M Hill, Inc. Contract No. 001248

CH2M Hill, Inc., CFX's Consultant for the Osceola Parkway Extension Concept, Feasibility & Mobility Studies contract has requested approval to use Echezabal & Associates, Inc., to perform Surveying – Right of Way mapping. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by CH2M Hill, Inc. when its contract with CFX was originally awarded.

Board approval of Echezabal & Associates, Inc. as a subcontractor to CH2M Hill, Inc. is requested.

Reviewed by:

Glenn Pressimone, P.E. Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: CH2M HILL, Inc.	Date: June 21, 2017
CFX Contract Name: Osceola Parkway Extension	CFX Contract No.: 001248
Authorization is requested to sublet the services identified below which approval to sublet services to:	ch are included in the above referenced Contract. Consultant requests
Subconsultant Name: Echezabal & Associates, Inc.	
Address: 108 W. Country Club Drive, Tampa, FL 33612	
Phone No.: 813-933-2505	
Federal Employee ID No.: F593154999	
Description of Services to Be Sublet: Survey: To perform ROW mapp	ping for a few parcels.
Estimated Beginning Date of Sublet Services: July 1, 2017	
Estimated Completion Date of Sublet Services: March 30, 2018	
Estimated Value of Sublet Services*: \$30,000.00 *(Not to exceed \$25,000 without prior Board Approval)	-3. (-3.0 (
Consultant hereby certifies that the proposed subconsultant has been at Contract with the Authority that are applicable to the subconsultant and Requested By: (Signature of Consultant Representation)	d the services to be sublet:
Business Vice President Title	
Recommended by: (Signature of Appropriate CFX Director/Manage)	1/22/1-
Approved by: Signature of Appropriate Chief)	Date: (122///

Attach Subconsultant's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

<u>MEMORANDUM</u>

TO:

CFX Board Members

FROM:

Aneth O. Williams

Director of Procurement

DATE:

June 20, 2017

SUBJECT:

Approval of Joel P. Leisch, P.E. as Subconsultant for the

General Engineering Consultant Services Contract with Dewberry Engineers, Inc.

Contract No. 001145

Dewberry Engineers, Inc., CFX's General Engineering Consultant Services Consultant has requested approval to use Joel P. Leisch. P.E., to provide CFX with functional interchange planning and design review services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Dewberry engineers, Inc. when its contract with CFX was originally awarded.

Board approval of Joel P. Leisch, P.E. as a subcontractor to Dewberry Engineers, Inc. is requested.

Reviewed by

Will Hawthorne, P.E. Manager of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Attach Subconsultant's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 15, 2017

SUBJECT:

Approval of Final Ranking and Contract Award

General Traffic and Earnings Consultant Services

Contract No. 001300

Letters of Interest were advertised for the referenced project on April 30, 2017. One firm, CDM Smith responded by the May 31, 2017 deadline. When less than three proposals are received the Procurement Procedures Manual requires that the Director of Procurement and the division Chief meet to discuss the options available to CFX. On May 31, 2017, a meeting was held between the Director of Procurement and the Chief of Infrastructure. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee was polled and unanimously agreed to shortlist CDM Smith. A recommendation to accept the Evaluation Committee decision was submitted to the Executive Director who accepted the recommendation.

Staff believes that award of the contract to CDM Smith is in the best interest of CFX after considering 1) the cost to re-advertise and complete the selection process again, 2) staff's opinion that re-advertising would not result in more proposals being submitted, and 3) CDM Smith's experience and performance as our Traffic and Earnings Consultants for the past five years.

Board approval of the final ranking and award of contract to CDM Smith is requested in the amount of \$2,550,000.00 for the initial three year contract period.

This contract is included in the Five-Year Work Plan.

Reviewed by:

Joseph A. Berenis, PE Chief of Infrastructure

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



- CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

Laura Kelly

Executive Director

FROM:	Aneth Williams Director of Procurement
SUBJECT:	General Traffic and Earnings Consultant Services Contract No. 001300 Recommendation of Evaluation Committee
DATE:	June 8, 2017
has been verifi	17 Letters of Interest was received from one proposer, CDM Smith, whose pre-qualifications ed. In accordance to the Procurement Procedures, I met with Joe Berenis to discuss the single proposal. Notification of the solicitation was submitted to 288 recipients and also ne Orlando Sentinel on April 26, 2017. It was decided at the meeting to proceed with the cess.
	Committee consist of Glenn Pressimone, Will Hawthorne, Iranetta Dennis and Julie County Representative).
requesting LOI Scoring Sheet a	ee member had been provided with Copy of the Notice to Professionals/Contractors s, CDM Smith's proposal, Evaluation Committee Disclosure form, Evaluation Committee and the selection process schedule. In the notification, the Committee was asked to respond it by either agreeing or disagreeing with the shortlisting of CDM Smith.
The Committee	e members unanimously agreed to shortlist CDM Smith.
	with the Procurement Procedures, if only one response is received and the Evaluation ermines that the consultant is technically qualified, no technical proposal will be required.
Your acceptance	e or rejection of the Committee's recommendation is requested.
Committee mer	nbers' signatures:
Please see the a	ttached Committee members' responses

aura Kelly, Executive Dir	nendation	
f rejected, reason(s) for rej		

From:

Glenn Pressimone

Sent:

Thursday, June 08, 2017 11:33 AM

To:

Aneth Williams

Subject:

Contract 001300

Aneth,

I have no issue with moving forward and shortlisting CDM Smith for this Contract. Please let me know what information you need form me today as I will not be here tomorrow.

Thanks,

-GP

Glenn M. Pressimone, P.E.
Director of Engineering
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Rd.

Orlando, FL 32807

(o) 407.690.5321

(f) 407.690.5033

glenn.pressimone@cfxway.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All emails to and from the Expressway Authority are kept as a public record. Your email communications, including your email address, may be disclosed to the public and media at any time.

From:

Will Hawthorne

Sent:

Thursday, June 08, 2017 11:31 AM

To:

Aneth Williams

Subject:

Contract 001300 LOI

Aneth,

As requested in your letter dated May 31, 2017 regarding the shortlisting of the Traffic and Earnings consultant letters of interest, I am responding to let you know I support shortlisting CDM Smith for this contract.

If anything additional is needed from me, please let me know.

Thanks, Will

Will Hawthorne, PE
Manager of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road • Orlando, FL 32807
407.690.5337 (p) • 407-690-5033 (f)
CFXway.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.







From:

Iranetta Dennis

Sent:

Monday, June 05, 2017 10:59 AM

To:

Aneth Williams

Subject:

Contract #001300

Good morning Aneth,

I agree with shortlisting CDM Smith.

Iranetta J. Dennis
Director of Supplier Diversity
Central Florida Expressway Authority
4974 ORL Tower Road • Orlando, FL 32807
407.690.5000 (p) • 407-690-5011 (f)
CFXway.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.







From:

Julie.Naditz@ocfl.net

Sent:

Thursday, June 08, 2017 10:14 AM

To:

Aneth Williams

Subject:

CFXWay Procurement - Contract No. 001300

Attachments:

Naditz Disclosure Form for Evaluation Committee Members.pdf

Aneth,

I agree to shortlist CDMSmith for the above contract.

Attached are my Evaluation Committee Disclosure Forms.

Please let me know if the scoring of the LOI meeting has been cancelled.

Thanks and hope you are having a great week!

Julie R. Naditz, P.E.
Manager, Orange County Highway Construction
407-836-7949
4200 South John Young Parkway
Orlando, Florida 32839
julie.naditz@ocfl.net

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from County Officials are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

CONSENT AGENDA ITEM

#15



MEMORANDUM

TO:

CFX Board Members

FROM:

Jeff Tecau, Managing Director, Protiviti

48-7372-

DATE:

June 26, 2017

SUBJECT:

Internal Audit Reports

Attached, please find the following 2017 Internal Audit Reports reviewed and accepted by the Audit Committee on June 22, 2017.

- 1. Purchasing Spend Data Audit
- 2. Accounting System and SOD Review
- 3. Human Resources Process Review
- 4. Business Continuity Management Review
- 5. Information Security Risk Assessment Phase I
- 6. Customer Service Center Performance Assessment
- 7. Discount / Rebate Program Audit
- 8. Fiscal 2018 Internal Audit Plan

Reviewed by:



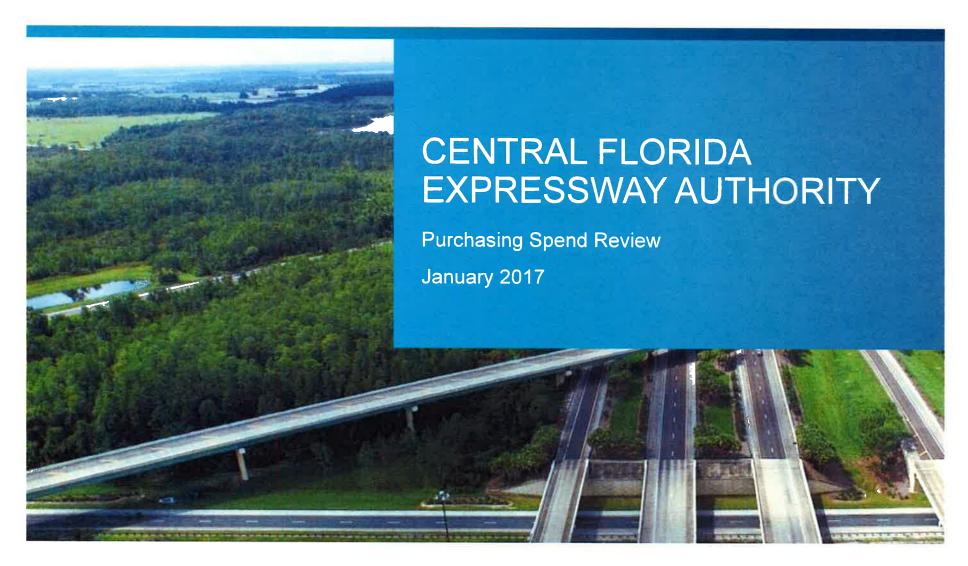


TABLE OF CONTENTS



- 03 Executive Summary
- 07 Detailed Observations
- 11 Appendix



Overview

- In accordance with the FY 2017 Internal Audit Plan, Internal Audit performed an electronic analysis of 46 months of expenditure data to
 identify potential financial leakage and other anomalies and trends in the data that may indicate opportunities to better control fraud or
 improve the efficiency and effectiveness of the Procure to Pay process at the Central Florida Expressway Authority ("CFX")
- * A complete electronic data set of vendor, invoice, and payment information from the Eden financial reporting system was obtained and analyzed for the period of January 1, 2013 through October 31, 2016. The electronic data set reviewed include 19,950 payment transactions totaling approximately \$1.16 billion. As detailed in the Appendix, 64 reports were developed and analyzed to complete the review of CFX's accounts payable data.



Objectives, Scope, and Approach

The key objectives of this review were to:

- Perform a detailed spend risk assessment to identify and quantify opportunities for improving the efficiency and effectiveness of the Procure to Pay process
- Evaluate the design of key activities and controls within the Procure to Pay process specific to risks highlighted by the data analysis
- · Consider leading practices to highlight areas of potential improvement for CFX

Internal Audit implemented a four phased approach as described below:

Phase I	Phase II	Phase III	Phase IV
Data Gathering & Validation	Spend Risk Assessment Data Analysis	Solution Development & Refinement	Reporting
	Project Manageme	nt and Communication	



Objectives, Scope, and Approach (continued)

Phase I:

Phase 1 consisted of data extraction for the sample period, loading data into Protiviti's spendrisk assessors of tware tool, and validating that the data was properly extracted from CFX's Eden financial system to provide a complete data set.

Interviews were conducted to obtain an understanding of the current state policies and procedures, key risks, and applicable controls. The following areas were reviewed:

- Vendor Master File maintenance
- · Invoice receipt and vouchering
- · Invoice review and approval
- · Disbursements processing

Phase II:

Utilizing Protiviti's spendrisk assessor tool and payment data provided by CFX, Internal Audit performed analytical procedures to identify potential areas of opportunity. The data analysis included identification and quantification of the following:

- Potential duplicate invoice payments
- Potential duplicate and inactive supplier records
- Missing supplier information (Addresses and Federal Employee Identification Numbers)
- Supplier vs. Prison Address
- · Supplier vs. OFAC Name/Address

Phase III:

Internal Audit leveraged existing documentation, the results of the data analytics, and knowledge of leading practices to identify opportunities and to develop recommendations for improving the efficiency and effectiveness of the Procure to Pay process for management's consideration.

- Employee vs. Prison Address
- Employee vs. Supplier Address
- Duplicate Employees
- · Employee Payments after Termination

protiviti



Objectives, Scope, and Approach (continued)

Phase IV:

Internal Audit prepared a final report to include:

- · Executive summary outlining the audit objectives, approach and results
- · The detailed audit findings and observations for consideration by management
- · Results of the analytical procedures performed and suggestions for follow-up
- · Agreed upon management action plans



Summary of Results

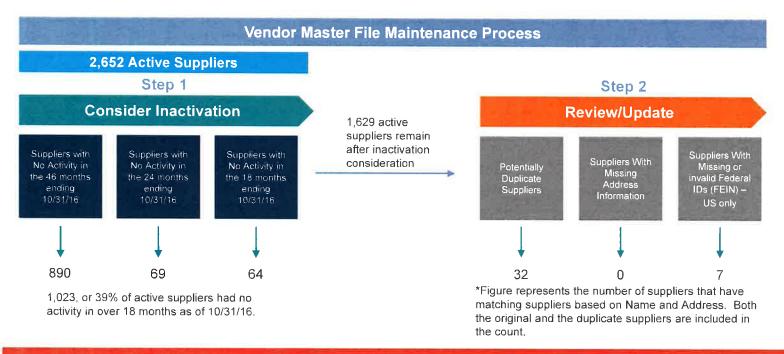
An electronic data set of 19,950 payment transactions totaling approximately \$1.16 billion for the period January 1, 2013 - October 31, 2016 was analyzed. Protiviti's spend data analysis tool identified five areas with anomalies. After further investigation and root cause analysis, only two opportunities to enhance the overall procure-to-pay process were identified. See the summary of results below:

Scope of Activity	Summary of Observations	Observation #
Duplicate Invoices	Two duplicate payments totaling \$2,660 were identified out of 19,950 transactions analyzed during this audit. Each occurred during FY2015 and accounted for less than .00023% of total expenditures tested. The duplicate payments had been applied to subsequent invoices, therefore CFX did not experience any true leakage related to these payments. No unused vendor credits were identified during this review.	N/A
Vendor Master File Maintenance	Opportunities exist to clean up the vendor master file for (1) inactive vendors not used within the past 18 months, (2) potential duplicate vendors (based on Supplier Name and Address), and (3) incomplete vendor records (missing and/or incomplete address and Federal Tax Identification Numbers).	1
Open Purchase Orders	Aged open purchase orders (POs) create exposure for circumvention of purchase approvals and an increased risk of duplicating payments to the vendor associated with the open PO. CFX should perform an annual review of aged, open POs to more fully manage those risks.	2
Invoice Dated Prior to Purchase Order Approval	Of the 19,950 invoices analyzed during this review, 34 invoices were dated prior to the Purchase Order approval. However, none of these 34 invoices were paid until purchase order approval was obtained.	N/A
Accuracy of Invoice and Payment Data	Of the 19,950 invoices analyzed during this review, 11 invoices were identified with invoice dates subsequent to the payment date. Upon follow-up, these were attributed to invoice data entry keying errors. Actual payments were not made until after actual invoice dates.	N/A

Observation #1: Vendor Master File Maintenance

No	Observations	Risk/Implication	Recommendation	Management Action Plan
1.	Specific Vendor Master File maintenance, and forensic review follow-up opportunities identified by the audit included the following: As of October 31, 2016: A. The VMF contains 1,023 active supplier records (39%) that have not been utilized within the last 18 months. B. The VMF contains 32 potential duplicate active supplier records based on Supplier Name and Address. C. The VMF contains missing and/or incomplete address and Federal Employee Tax Identification Numbers (FEIN) for seven active supplier records Root causes of these findings include the following: A. The vendor master file consists of a vendor type identifier; however, that identifier is not consistently utilized, which limits CFX's ability to generate reports to effectively and efficiently analyze vendors to be deactivated or vendors with missing vendor information (e.g. address and FEIN numbers). B. CFX performed a quarterly review of the vendor master file in November 2016, after the date of the data set pulled for audit, to identify vendors to be deactivated. However, the review did not include all vendors types and the report utilized in the review was incomplete. The report parameters did not include vendors that never had payment activity.	The VMF could contain unapproved, dormant, duplicate, incomplete, and/or fraudulent supplier records, increasing the potential of financial leakage (duplicate and erroneous payments, outstanding checks, unapplied credits, etc.).	A well maintained vendor master decreases the risk of financial leakage and potential fraud and can increase processing efficiency. The following processes should be implemented specific to the Vendor Master File: 1. To aid in the quarterly review of the vendor master file, CFX should update each vendor's vendor type identifier in the vendor master file to ensure each vendors is assigned a vendor type and the vendor type is used consistently in the vendor master file. 2. During the quarterly review of the vendor master file for vendors with inactivity, CFX should update the parameters of the report it uses to include all vendor types and all vendors with no invoice activity. CFX should deactivate duplicate and inactive vendors identified during the review, as deemed appropriate. 3. To reduce the possibility of having missing or inaccurate vendor information (addresses and FEINs), CFX should implement a preventative control to verify that each vendor name and FEIN agrees to the Form W-9 prior to finalizing the new vendor account set-up in Eden.	 CFX will update each vendor account's vendor type identifier to enable management to perform more efficient reviews of the vendor master file. CFX will update the vendor account search parameters within Eden to ensure all vendors with no activity within the last 12 months are captured in the review. Vendors deemed inactive will be deactivated. CFX will implement a procedure to verify the vendor name and FEIN agrees to the Form W-9 prior to finalizing the new vendor account in Eden. However, duplicate vendor accounts that currently have contracts and invoice data associated with each vendor account can not be deactivated until the contracts are complete. Action Plan Owner/Due Date: Lisa Lumbard, Chief Financial Officer Vendor type identifier: September 30, 2017 Inactive vendor account verification: Upon the creation of a new vendor

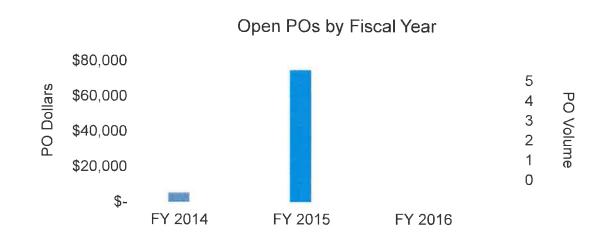
Observation #1: Vendor Master File Maintenance (continued)



A well-controlled VMF reduces the risk of financial leakage and fraud while increasing processing efficiency.

Observation #2: Open Purchase Orders

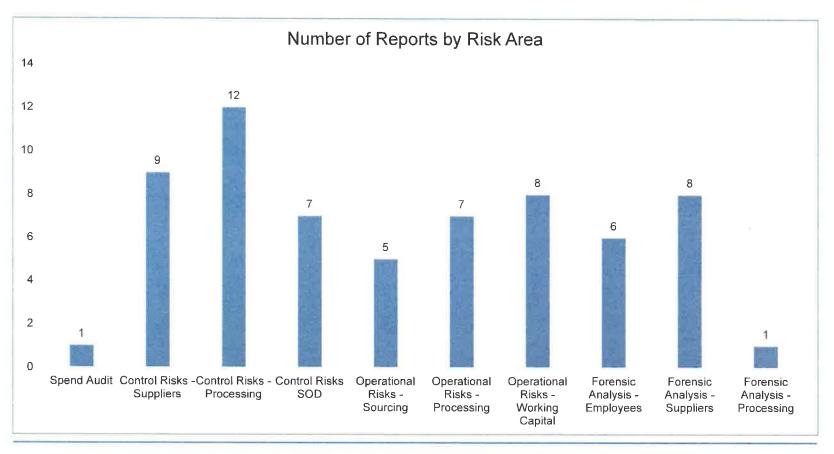
No	Observations	Risk/Implication	Recommendation	Management Action Plan
1.	Of the 564 open purchase orders (POs) within the Eden financial reporting system at the time of audit, six POs totaling approximately \$80,000 were aged over one year, with four of the six not having any invoice payments associated with the PO.	Aged purchase orders increase the risk of duplicating payments to vendors and the possibility of circumventing the PO approval process for products and services.	CFX should perform an annual review of open purchase orders at the end of each fiscal year to determine if open POs should be closed or carried forward into the subsequent year.	Management Action Plan: CFX will perform a review of all open purchase orders at fiscal year-end to identify POs that should be closed or carried forward to the subsequent fiscal year. Action Plan Owner/Due Date: Lisa Lumbard, Chief Financial Officer June 30, 2017





APPENDIX 1 – DATA ANALYSES SUMMARY

Below is a summary of the 64 reports developed and analyzed to complete the review of CFX's accounts payable data to identify opportunities to improve the efficiency and effectiveness of purchase-to-pay process.



APPENDIX 1 – DATA ANALYSES SUMMARY

Data Analyses Tests

	Test	# of Anomalies
Spend	Audit	
1	Duplicate Payment Review	2
Contro	Risks - Suppliers	
2	Supplier Status	
3	Active Supplier Utilization	1023
4	Payments to Inactive Vendors & Inactive Vendor Activity	
5	Unusual Supplier Names	6
6	Unusual Supplier Addresses	
7	Same Address Different Supplier	-
8	Missing Supplier FEIN	7
9	Missing Supplier Information	
10	Duplicate Suppliers	32
Contro	Risks - Processing	
11	Benford's Supplier Invoice Analysis	
12	Benford's Purchase Order Analysis	34
13	Grief Supplier Analysis	-
14	Supplier Payments Before Invoice	11
15	Supplier Invoices Before Purchase Order	7 2
16	Unusual Supplier Invoice Dates	
17	Unusual Supplier Payment Dates	-
18	Supplier Invoice vs. Purchase Order Amount	
19	Supplier Invoice vs. Purchase Order Line Amount	
20	Open Supplier Invoice Analysis	
21	Open Purchase Order Analysis	6
22	Voucher vs. Invoice Data Comparison	9
Contro	Risks - SOD	
23	SOD - Summary	-
24	SOD - Vendor vs. Invoice	
25	SOD - Vendor vs. Payment	- E
26	SOD - Vendor vs. Purchase Order	-
27	SOD - Vendor Invoice vs. Payment	
28	SOD - Purchase Order vs. Payment	
29	SOD - Purchase Order vs. Receipt	4
Operat	ional Risks - Sourcing	
30	Supplier Invoice Dollar Stratification	=
31	Supplier Invoice Volume Stratification	
32	High Volume Supplier Payments	
33	Purchase Order vs Non PO Invoice Activity	
34	Suppliers with Purchase Order and Non-Purchase Order Activity	-

	Test	# of Anomalies
Operation	al Risks - Processing	
35	Supplier Invoice Stratification	-
36	Supplier Payment Stratification	-
37	Supplier Invoice Summary	*
38	Supplier Invoices per Payment	
39	Supplier Payment Type Analysis	-
40	Supplier Payment Status Analysis	
41	Multiple Supplier Payments	-
Operation	al Risks - Working Capital	-1/
42	Supplier Missed Discount Analysis	12/
43	Supplier Lost Discount Analysis	(5)
44	Late Supplier Payments	-
45	Supplier Invoice Terms Analysis	-
46	Average Days to Pay	120
47	Multiple Supplier Terms	
48	Early Supplier Payments	
49	Early Payments By Supplier	-
orensic	Analysis - Employees	
50	Employee vs. Prison Address	-
51	Employee vs. Supplier Address	
52	Employee vs. Payee Name	225
53	Employee vs. Supplier Name	-
54	Duplicate Employees	
55	Employee Payment After Termination	*
orensic	Analysis - Suppliers	
56	Supplier vs. Prison Address	- 4
57	Supplier vs. OFAC Name	
58	Supplier vs. OFAC Address	-
59	Supplier vs. OFAC Name and Address	120
60	Supplier vs. Payee Name	-
61	Rising Supplier Invoice	183
62	Long Lag Supplier Invoices	-
63	Invalid Supplier FEIN's	
orensic	Analysis - Processing	
64	Holiday Supplier Payment Activity by Supplier	-

Note: All anomalies were subsequently followed up on as part of this audit and either disposed of after further investigation or included as support for an audit recommendation.

Face the Future with Confidence

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.





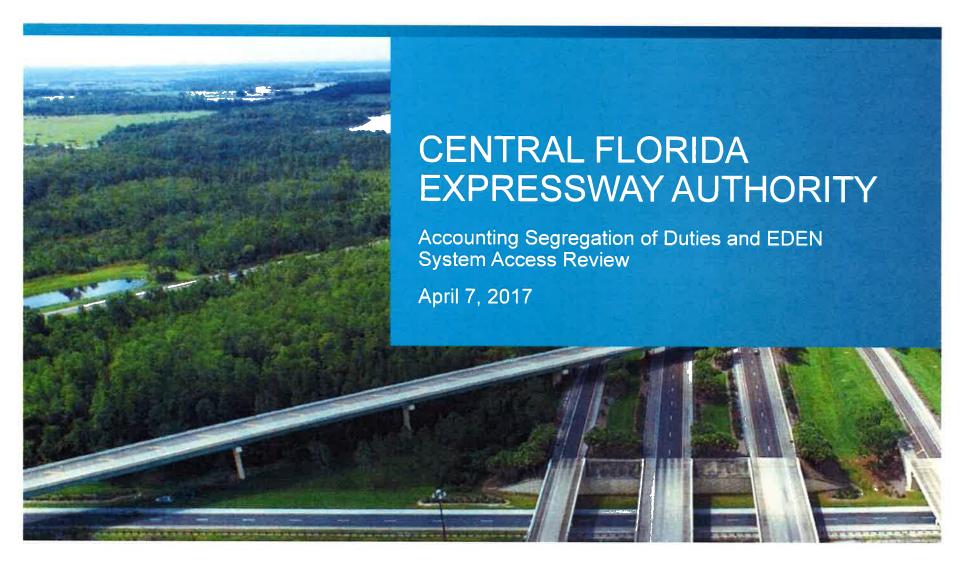


TABLE OF CONTENTS



- 03 Executive Summary
- 05 Detailed Observations



Overview

A fundamental element of internal control is the segregation of certain key duties along with supporting system access rights. Adequate segregation of duties reduces the likelihood that errors (intentional or unintentional) will remain undetected by providing for separate processing by different individuals at various stages of a transaction and for independent reviews of the work performed. Segregation of duties also helps mitigate the risk of users bypassing controls or prevents situations when a single user can process a transaction from entry to posting. System access rights help enforce adequate segregation of duties. The basic idea underlying segregation of duties is that no employee or group should be in a position both to perpetrate and to conceal errors or fraud in the normal course of their duties.

In general, the principal incompatible duties to be segregated are:

- Physical custody of assets;
- · Authorization or approval of related transactions affecting those assets;
- · Recording or adjusting accounting records for related transactions; and
- Execution of the transaction or transaction control activity.

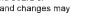


Objectives

In accordance with the FY 2017 Internal Audit Plan, as part of a five year rotational cycle, Internal Audit performed a segregation of duties review over the key accounting and finance processes and the access rights within EDEN, the financial reporting system. EDEN supports all accounting functions within CFX, including the General Ledger, Accounts Payable Subledger, Accounts Receivable Subledger, Capital Assets Module, and Payroll Module.

The last time a review of segregation of duties and supporting access rights was performed was in 2011. Since this time, there have been numerous personnel changes in the accounting and finance function, including a change in the Chief Financial Officer and Director of Finance roles.

The overall objectives of this audit were to review for appropriate segregation of duties among CFX personnel and appropriate system access restrictions to support segregation of duties.





Scope

Based on a review of the CFX FY 2016 CAFR, the following accounting and finance processes were identified for review of segregation of duties and system access rights:

- Financial Reporting
- Revenue and Accounts Receivable
- Purchasing and Payables
- Cash Management

- Investments
- Debt
- Capital Assets
- Payroll



Summary of Approach and Results

Overall, Internal Audit reviewed the business process roles and access rights for 12 different accounting and finance personnel and the system access rights of 51 non-accounting users within the EDEN financial reporting application. A total of 41 EDEN permissions relating to the General Ledger, Accounts Payable, Accounts Receivable, Capital Assets, and Payroll Modules were evaluated for all 63 users.

As a result of this work, one observation was identified related to role based EDEN access rights. The table below provides an overview of the areas reviewed as part of this audit and the number of observations identified.

Activity	Approach	Number of Observations
	 Conducted interviews with the Director of Accounting and Finance to identify personnel responsibilities within the in-scope accounting and finance processes. 	
Accounting and Finance Segregation of Duties Review	 Leveraged Protiviti-developed segregation of duties tools/matrices to identify conflicts or incompatible duties. 	0
ocgregation of Butter Review	 For conflicts identified, reviewed existing compensating controls and evaluated the residual risk exposure and risk of fraud in order to suggest improvements, as appropriate. 	
	 Conducted interviews with accounting personnel to determine how key accounting functions are performed within the EDEN financial package. 	
EDEN O	 Obtained the EDEN User Access Reports and evaluated all user access rights based on job responsibilities and appropriate segregation of duties. 	
EDEN System Access Rights Review	 Reviewed the design effectiveness of controls in place for user access provisioning, modification, and termination. 	1
	 Reviewed a sample of terminated employees to determine if EDEN access was revoked in a timely manner. 	
	 Verified administrator access rights to EDEN is limited to appropriate personnel. 	



Observation 1 - EDEN User Access

Relative Priority: Low



There are two generic administrator accounts within the EDEN financial reporting system, "Admin" and "GoldMaster," that have unrestricted access to all EDEN modules. Generic administrator accounts present a risk to the organization as changes made using these accounts cannot be linked to a single user.

The CFO performs a review of all EDEN administrative changes at month-end to ensure the appropriate process was followed through the CFX IT ticketing system. The CFO also reviews any usage of the administrator accounts for appropriateness. This review control helps mitigate the risk of unauthorized use of the generic accounts. However, as a leading practice, administrative access rights should be granted through the individual user accounts, and not through generic accounts such as "Admin" or others.

Recommendation

Management should consider deactivating the "Admin" and "GoldMaster" accounts within the EDEN financial reporting system unless a business reason for the account is identified.

Management Response

Management concurs.

Management Action Plan

The "GoldMaster" account is utilized by EDEN personnel to make administrator changes when requested by CFX. Establishing individual accounts for EDEN personnel is not feasible. Two CFX employees have knowledge of the password to the "GoldMaster" account. Management will pursue a password change with EDEN so that CFX personnel access is restricted.

Management will also determine if the "Admin" account can be deactivated without negatively impacting the business processes and will deactivate or document a business reason for the account.

Action Plan Owner / Due Date:

Corey Quinn, Chief of Technology/Operations / 7/31/2017

Face the Future with Confidence

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.









TABLE OF CONTENTS



- 03 Executive Summary
- 05 Detailed Observations
- 11 Appendix



Overview

In accordance with the Central Florida Expressway Authority's (CFX) FY 2017 Internal Audit Plan, as part of a five year rotational cycle, Internal Audit conducted a review of the Human Resources (HR) process, policies, procedures and related internal controls around key HR processes, the succession planning strategy, and merit-based compensation.

Internal Audit last performed a review of HR policies and procedures in 2011. Since this time, there have been three different Directors of HR and a Chief of Staff position has been created within the organization. Additionally, the CFX staff size has increased by more than 50%, from approximately 40 personnel in 2011 to 69 personnel today, not including 9 open approved positions. As a result of these changes, CFX continues to adjust talent, knowledge management, and HR processes.



Objectives

The objectives of the review of Human Resources were to:

- Evaluate the Human Resource processes and internal controls relating to:
 - Recruiting and hiring,
 - Training,
 - Promotions/Transfers.
 - Setup, maintenance and security of personnel records,
 - Benefits administration, and
 - Employee terminations;
- Review the merit-based compensation process and consider leading industry practices (e.g. government agencies, transportation authorities) to identify any improvement opportunities;
- · Review the HR processes for compliance with applicable federal and state employment laws, as defined on page 4; and
- Review the succession planning strategy and consider leading practices in similar organizations (e.g. government agencies, transportation authorities) to identify any improvement opportunities.



Summary of Results

The table below provides an overview of the areas reviewed as part of this audit and the observations identified.

Objective1	Procedures Performed	Observation #
HR Policy and Procedures	Evaluated the design effectiveness of key HR internal controls. Reviewed the HR processes for compliance with applicable laws and leading practices, including the following Federal and State laws: Equal Employment Opportunity (EEO), Anti-Harassment and Discrimination, Fair Labor Standards Act (FLSA) Exempt and Non-Exempt Job Classification, Family and Medical Leave Act (FMLA), Military Leave, Domestic Violence Laws, Workers' Compensation Laws, Minimum Wage Laws, Drug Free Workplace, Violence Free Workplace	4
Review Merit-Based Compensation Process	 Evaluated the merit-based compensation process and considered leading industry practices (e.g. government agencies, transportation authorities) to identify any improvement opportunities 	1
Review Succession Planning Strategy	 Reviewed the succession strategy and considered leading practices in similar organizations (e.g. government agencies, transportation authorities) to identify any improvement opportunities. 	2.3

Observation 1 – Merit-Based Compensation

Relative Priority: High



In July 2015 the CFX Board approved a performance based pay policy. The purpose of establishing the performance based pay policy was to compensate CFX staff in line with the market industry, increase retention, improve internal communication, and increase productivity, motivation, and accountability. Performance based pay allows for quantifiable justification of a base pay merit adjustment. The policy requires CFX employees be compensated based on their performance as documented in an approved evaluation tool.

Based on the policy, a merit adjustment is designated for above average and average performers, and below average performers do not receive an increase. The Executive Director determines the merit adjustment for the two eligible categories based on the annual budget set by the board.

CFX has faced challenges implementing the performance based pay policy, including turnover in the HR department, an expanding workforce, employee moral, and the public records requirements. Additionally, merit-based compensation programs are rarely implemented in government agencies, resulting in limited public sector examples of successful implementation. However, The Chief of Staff and the Director of HR redesigned the performance evaluation form to serve as the evaluation tool and facilitated a training for department supervisors in order to standardize the performance evaluation process.

While CFX has a defined and consistent performance evaluation process, the results of the performance evaluations are not clearly linked to the merit adjustment. Leading practices suggest directly linking the base pay merit adjustment to the employee's performance by determining and communicating the potential merit adjustment for each eligible performance category. In addition, the merit adjustment should be different for each performance category in order to incentivize above average performers.

Recommendation:

- 1. CFX should consider defining which performance evaluation scores are considered above average, average performers, and below average.
- 2. CFX should consider assigning a merit adjustment percentage to each performance category. The merit adjustment percentages should be reviewed and adjusted annually based on the annual board approved budget.
- 3. CFX's executive team should discuss employee evaluation scores to ensue the supervisor evaluation style is homogenized prior to communicating the evaluation scores to the employees.

Observation 1 – Merit-Based Compensation (continued)



Management Response:

CFX Management concurs.

Management Action Plan:

- 1. CFX will define which performance evaluation scores are consider above average, average, and below average.
- 2. CFX will define the merit adjustment percentages to be assigned to above average, average, and below average performers annually. The merit adjustment percentages and the performance evaluation scores required to earn each adjustment will be communicated to employees in order to enhance the goal-setting process.
- 3. CFX executive team will schedule the annual performance evaluation review prior to distribution of final performance evaluation scores to ensure the supervisor evaluation style is homogenized.

Action Plan Owner / Due Date:

Evelyn Wilson, Director of HR, and Michelle Maikisch, Chief of Staff and Public Relations / July 1, 2018

Observation 2 – Document HR Contingency Plan

Relative Priority: Medium



CFX has an informal process in place to identify resources to fill short-term job vacancies within the agency. However, having a formally documented human resources contingency plan for key positions would allow CFX to streamline the process of determining the appropriate course of action and persons of authority to continue business operations with little business interruption. In addition, documenting the contingency plan would allow CFX to ensure a plan has been considered for all key positions within the agency.

Recommendation:

CFX should consider documenting a human resources contingency plan for key or critical positions within the agency in the event of a planned or unplanned vacancy. In developing the contingency plan, CFX should consider the following:

- Identify all key/critical positions and assess the impact of each position on CFX strategic goals and objectives;
- Identify positions qualified to succeed vacated stations in given periods of time (see example of 9-box analysis detailed in Appendix 1);
- Knowledge Transfer Strategies to identify critical tasks and activities only known to a select few employees and facilitate knowledge sharing (e.g. job aids, process documentation, job shadowing, job rotation); and
- Evaluate contingency plan at least annually, or as needed, based on changes within CFX.

Management Response

CFX management concurs.

Management Action Plan

CFX Management will develop a redundancy plan strategy based on the current organization structure. For all department heads and executives, CFX will determine the necessary expertise required to fill the role, and will designate a position to perform the role's critical duties on an interim basis in the event of a planned or unplanned vacancy.

Action Plan Owner / Due Date:

Michelle Maikisch, Chief of Staff and Public Relations / July 1, 2018

Observation 3 – Knowledge Management Plan

Relative Priority: Medium



CFX strives to preserve internal knowledge and facilitate internal knowledge sharing. However, increased turnover and limited employee participation have proved to be a challenge in achieving this goal. CFX does not currently have a formal knowledge management plan that provides guidance and detailed procedures around internal knowledge preservation and knowledge sharing. Knowledge management plans enable organizations to effectively communicate and document executive, department, and staff-level responsibilities, requirements, impactful information and data, and facilitates the sharing of that knowledge.

Recommendation:

- CFX should perform a risk assessment to determine the prioritization of department's implementation of a knowledge management plan. The knowledge management plan for each department should define key business processes to be documented, methods of documentation (e.g. desktop procedural manuals, process flowcharts, job aids, etc.) and the documentation retention and sharing plan.
- 2. To increase employee participation in the knowledge management plan, CFX should consider including knowledge sharing as a component of the teamwork aspect of performance evaluations.

Management Response:

CFX management concurs.

Management Action Plan:

CFX will conduct a risk assessment to determine the prioritization of department's implementation of a knowledge management plan. However, based on the most recent entity-wide risk assessment performed in FY2017, CFX will focus initial knowledge management efforts on the Information Technology (IT) department. Additionally, knowledge sharing will be included in the teamwork aspect of annual performance evaluations.

Action Plan Owner / Due Date:

Michelle Maikisch, Chief of Staff and Public Relations Corey Quinn, Chief of Technology & Operations, and Jim Greer, Director of IT / July 1, 2018

Observation 4 - Exit Interviews and Monitoring of Employee Turnover

Relative Priority: Low



Employee terminations are currently reported to the HR Director by the employee supervisors. The HR Director completes the steps within the Termination Checklist, which includes collecting the employee's resignation letter and, if applicable, ensuring that employee access rights (system and physical) are disabled. The HR Director may elect to conduct an exit interview with the employee. However, exit interviews are not offered to all employees and there is currently no formal procedure for documenting responses of the exit interview. Leading practices suggest conducting voluntary exit interviews in order to monitor employee turnover, capture exit data, and identify factors that lead to employee turnover.

Recommendation:

CFX should conduct exit interviews of all voluntary employee terminations as part of termination procedures and document the completion of the interview in the termination checklist.

Management Response:

CFX management concurs.

Management Action Plan:

CFX Human Resources will offer exit interviews to all voluntarily employee terminations, document the date of the interview, if conducted, on the Termination Checklist, and will communicate employee responses to CFX department management.

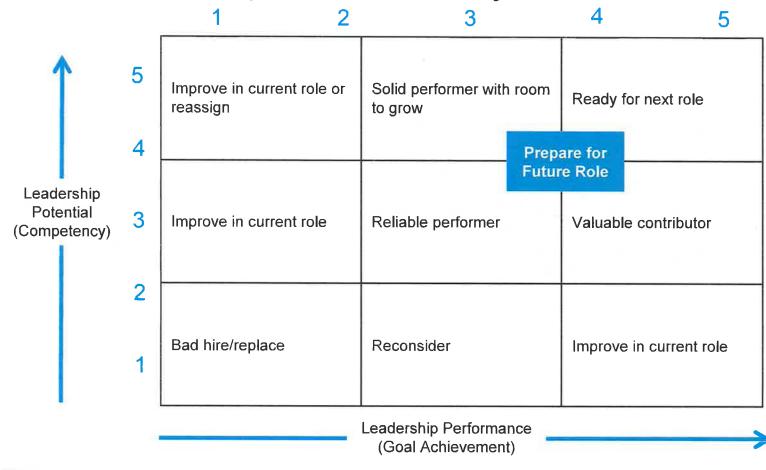
Action Plan Owner / Due Date:

Evelyn Wilson, Director of HR, and Michelle Maikisch, Chief of Staff and Public Relations / Complete



APPENDIX 1 - NINE BOX ANALYSIS

Below is an example of a Performance and Potential Matrix (9-box analysis) that is widely used to facilitate discussion among management, assess talent, and evaluate criteria for a potential successor. Positions are assessed using pre-determined criteria (e.g. performance evaluations, technical competencies) and are plotted on the chart below to identify any additional competencies needed before a position can be determined a successor to a vacated position. Any gaps identified can be supplemented with employee training, staff increases, or consultant usage.



Face the Future with Confidence

protiviti





Executive Summary of the 2017 Business Continuity Management Review

Central Florida Expressway Authority

May 2017

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX management, Internal Audit and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may impact these risks and controls in ways that this report did not and cannot anticipate.

2017 BCM Review



Table of Contents

I. Executive Summary

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX management, Internal Audit and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may impact these risks and controls in ways that this report did not and cannot anticipate.

2017 BCM Review



I. Executive Summary

Background

During the period between October 3 and November 4, 2016, Internal Audit ("IA") performed a Business Continuity Management ("BCM") review for the Central Florida Expressway Authority ("CFX"). The review focused on plans and procedures that CFX has in place to minimize the impact of interruptions to the business, such as: man-made, natural, and technological disruptions to either the geographic region or the corporate headquarters. BCM encompasses the development of strategies, plans, and actions which provide protection or alternative modes of operation for business processes in the event of the aforementioned interruption scenarios that could affect the organization.

Scope and Approach

The focus of this review included three (3) primary components. First, IA reviewed any current BCM, Crisis Management, or Disaster Recovery ("DR") documentation that was available, and second, determined whether the IT DR plan accounted for all components of CFX's IT infrastructure. Lastly, IA inquired with Management to determine the testing and training strategies in place to educate employees on the aforementioned plans.

To accomplish these objectives, Internal Audit:

- Evaluated the structure of the Agency's Crisis Management team and plan.
- Determined whether BCPs and the recovery strategies were founded on the Business Impact Analysis ("BIA") exercise that was performed by IA in 2014 or other risk assessment activities which prioritize recovery efforts of the business and IT resources.
- Established an inventory of all critical departments and applications / systems at CFX and reviewed the departmental BRPs and IT DR strategies. For each document obtained, evaluated if:
 - o The document included guidelines on response team roles and responsibilities.
 - o The BRP/ DRP included guidelines on when the plan should be invoked and defined the members of the response teams.
 - Alternate work locations or IT recovery sites were established and could feasibly be utilized to operate in disaster scenarios.
 - The document included guidelines for external communication, including procedures that will be taken to re-establish communications with key third-party partners and notification procedures to customers or other stakeholders.
 - Management had taken into consideration short and long-term recovery scenarios, as well as guidance on how to restore the
 environment back to "normalcy" following the conclusion of a disaster event.
- Reviewed and evaluated the BRP and IT DR testing strategy, including the frequency and nature of testing, the use of alternate recovery sites for testing exercises, etc.
- Evaluated the training exercises that are conducted.
- Reviewed the strategies established from an IT DR perspective to mitigate the risks associated with malicious attacks to the IT environment (i.e. malware, virus, ransomware, etc.).

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX Management, Internal Audit and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may impact these risks and controls in ways that this report did not and cannot anticipate.

2017 BCM Review



In order to accomplish this review, Internal Audit:

- Interviewed key personnel (i.e. CFX Security Manager, Corporate Department Leads, etc.)
- Performed a Risk Analysis of corporate departments at CFX to determine which would be included in the sample
- · Reviewed documentation associated with the BCM, IT DR planning, and Crisis Management
- Performed walkthroughs of the recently completed Hiawassee data center

Summary of Findings

As a result of this review, Internal Audit identified five (5) observations that should be addressed in order to strengthen the overall BCM program at CFX. These observations refer to Business Continuity specific documents, plans, and training regimens that organizations typically have in place to plan for and assist in recovery efforts. The observations are grouped into the following three (3) high-level topics:

- IT Disaster Recovery
- Crisis Management Documentation and Training
- Business Continuity Management Documentation and Training

Recommendations

As a result of the observations made during the review, recommendations surrounding the following areas were developed:

- Connectivity to IT Backup Environment
- Crisis Management Documentation and Testing
- · Business Resumption Plans and Training









Overview

This report represents the results of Phase I of the Information Security Risk Assessment conducted by Internal Audit ("IA") as outlined in Florida Statute 282.318, "Security of Data and Information Technology". This statute requires that an agency:

- Use a standard risk assessment methodology that includes the identification of an agency's priorities, constraints, risk tolerances, and assumptions necessary to support operational risk decisions.
- Conduct, and update every 3 years, a comprehensive risk assessment, which may be completed by a private sector vendor, to determine the security threats to the data, information, and information technology resources, including mobile devices and print environments, of the agency.

The standard risk assessment methodology that IA used during this Information Security Risk Assessment was the National Institute of Standards and Technologies ("NIST") Special Publication 800-30.

This phase of the review focused only on Asset Identification. Additional phases will be conducted in the future to complete the Information Security Risk Assessment.

Scope

IA used the following approach in the delivery of Phase I of this project:

- IA assigned categories and owners to assets by performing the following activity:
 - Developed an inventory of assets for in-scope business systems that create, receive, maintain, or transmit sensitive data. The inventory was accumulated through a combination of the following methods:
 - o Interviewing IT administrators, business unit management, and other key personnel
 - o Utilizing current asset management / identification data

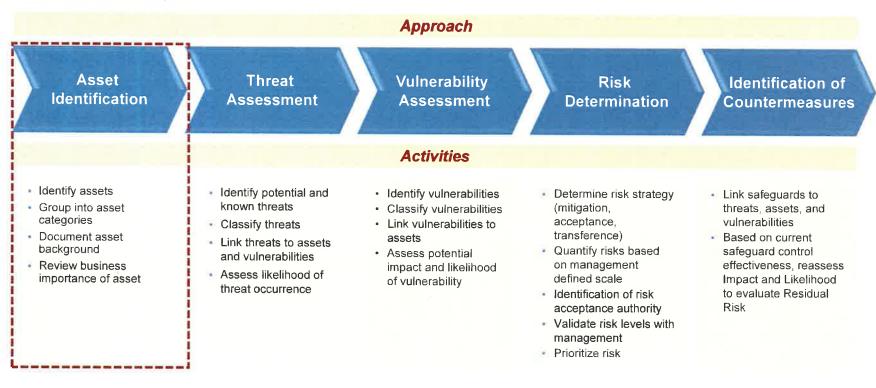


Approach

IA reviewed documentation and interviewed key CFX and ITS personnel in order to

- 1. Identify assets
- 2. Group assets within categories
- 3. Document asset descriptions
- 4. Review of the business importance of assets

As a result of this work, IA identified 13 assets that will be considered during the remaining phases of the Information Security Risk Assessment. These assets are listed on page 3 and 4.





ASSET IDENTIFICATION

	#	Name	Description Description	
	1	Key Applications	Applications and databases crucial to business operation, including: • TRIMS – Customer support/account management application • TRAILS – Transponder retail and in-lane sales application • EDEN – Financial reporting system • VES – Violation Enforcement System • ARCS – Database and supporting infrastructure (sensors, controllers, hosts) that capture transponder activity • iMars/Special Viewer – Imaging software used to validate letters and digits on license plates • Helpdesk ticketing system • SAMS – Security & Access Management System for managing access to TRIMS and TRAILS. • 3rd party software applications – Microsoft Office, etc. • InfoView – Enterprise reporting utilizing Crystal Reports.	
	2	External Web sites	Websites managed by CFX that are internet facing and utilized by customers, vendors, and employees: CFX FTP Site – Used by Vendors and Employees to exchange files E-Pass / VES Web Sites – Customer service site CFX Corporate Web Site – Informational site used to describe information about the organization VIO Web – Law enforcement portal for toll violation information	
		Workstations	A single-user or shared computer either located at HQ or Toll Plazas used for everyday operation and tasks of CFX Employees. These may be desktops or laptops.	
5 Phone Systems Voice over Internet		Servers	Computers supporting CFX applications that run operating systems such as Windows Server 2012 or OpenVMS	
		Phone Systems	Voice over Internet Protocol phones for at each location used for communication and mobile devices assigned to users for voice, text, and email communication. Includes Interactive Voice Response ("IVR") system.	
	6	Email	Microsoft Exchange email server used for communication.	
	Network Infrastructure Network Infrastructure Network systems such as Intrusion Detection Systems ("IDS"), firewalls, routers, core switches, switches, and end of line switches in plaza cabinets.		Network systems such as Intrusion Detection Systems ("IDS"), firewalls, routers, core switches, aggregate switches, and end of line switches in plaza cabinets.	



ASSET IDENTIFICATION (CONT.)

	#	Name	Description	
ITS Dynamic Message			Cameras and supporting infrastructure that allow CFX to view traffic on the roadways.	
		Systems and supporting infrastructure that displays warnings or estimated travel times.		
	10	ITS Data Collection and Traffic Monitoring Systems	Systems and supporting infrastructure that estimate speed, congestion, and travel times on the roadways.	
	11	ITS Wrong Way Driving Deployments	Systems and supporting infrastructure that detects and alerts upon drivers going the wrong way on a road.	
	12	Lenel Badge System	Access control system used for physical security throughout all CFX locations to allow access to CFX facilities.	
13 Printers/Copiers Copiers and Printers located at HQ, Service Centers		Printers/Copiers	Copiers and Printers located at HQ, Service Centers, and Plazas.	









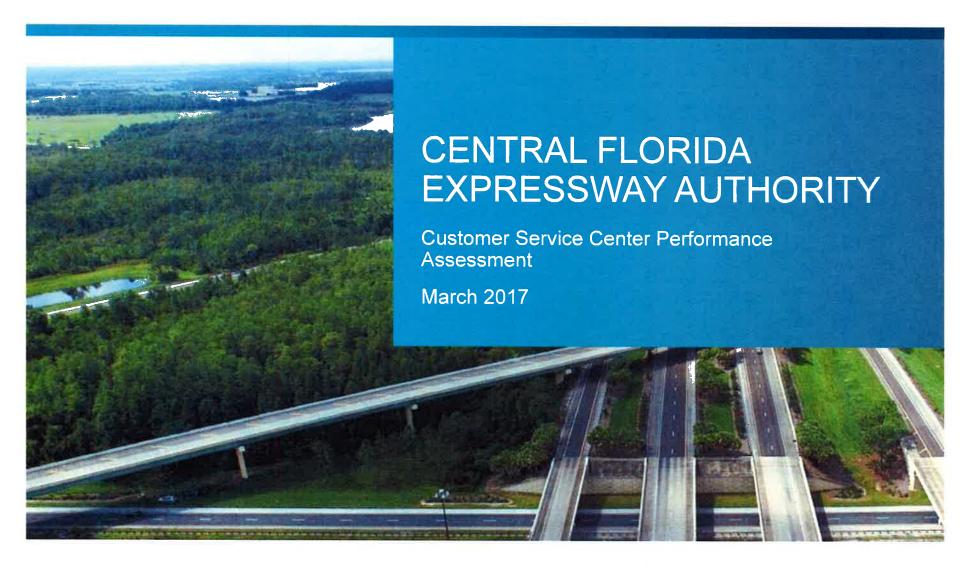


TABLE OF CONTENTS



- 03 Executive Summary
- 05 Status of 2015 Audit Observations
- 07 Summary of 2017 Observations
- 08 Detailed Observations
- 17 Appendix A
- 23 Appendix B



Overview

In accordance with the 2017 Internal Audit Plan, Protiviti conducted a follow-up assessment of the Central Florida Expressway Authority (CFX) customer contact center operation's performance leveraging a contact center subject matter expert. The last performance assessment was performed in 2015. Since then, the third party vendor operating the contact center has changed, and a new scheduling system, Monet, has been implemented.

The customer contact center currently leverages a total of 60 full and part-time agents to support its customer contact center operations, (excluding image processing personnel), up 30% from 46 full and part-time agents at the time of last audit in May 2015. The average daily call volume is approximately 2,400 calls per day, which is relatively consistent the average daily call volume range of approximately 2,200 - 2,500 calls per day in May 2015. The call volume follows a consistent pattern, with volume peaks in the morning and late afternoons and the highest volumes occurring on Mondays and Fridays. The increase in the number of agents represents the total agents on staff, not necessarily the number of agents per shift. Although the call volume remained relatively consistent for FY2015 and FY2017, having more agents available for staffing allowed the contact center to collapse call groups and achieve service level goals more consistently.

The customer contact center services consist of UTN payments (36%), customer service (29%), VES Response Line (23%), account replenishments (5%), and new E-PASS accounts (1%).

The technology used in the customer contact center is based on an Avaya 8700 platform that is implemented in a configuration using multiple physical data centers. CFX implemented Monet Workforce Management in January of 2017 and a new SwampFox IVR (Intelligent Voice Response) solution in June of 2016, tools that enable them to more effectively match agent staffing to call volume patterns and to more effectively route calls and forecast agent scheduling needs.



Overview

The objectives of the review were to:

- 1. Perform an assessment of the contact center in 2017 considering change in vendor operating the center and the new technology CFX has put in place since the time of the 2015 audit. The assessment included a review of six months of call data, from the period of July 2016 to January 2017, to evaluate the progress made toward implementing the prior recommendations made during the 2015 review.
- 2. Evaluate the use of Monet for Workforce Management and other supporting operational systems and services for additional needs or opportunities to improve usage.
- 3. Verify the accuracy of data between the new Monet Workforce Management solution and the existing Avaya ACD solution.





Approach

The customer contact center performance review was accomplished through the execution of four inter-related work streams designed to analyze, document, and quantify the customer contact center 's application of people, process, and technology to provide customer service:

- · People: Executive, Operations, IT, and customer contact center Management Interviews
- · Process: Detailed Call Analysis
- · Statistical Analysis: Review and analysis of customer contact center historical reporting
- · Technology: Infrastructure and Application Review

The review was conducted in February of 2017 with the assistance of CFX management and the third party customer contact center operations vendor.



Summary of Results

Overall, CFX has improved the effectiveness and efficiency of the customer contact center operations since the time of the last review in 2015. The table below provide a summary of the progress made toward implementing the prior recommendations made during the 2015 call center performance review:

Observation #	FY15 Observation	Status of FY15 Observations	
Observation #1: Call Handling Performance	The customer contact center is experiencing prolonged periods of high Average Speed of Answer (ASA) times. There are opportunities to improve agent utilization and manage scheduling to decrease the average speed of answer and positively impact the customer experience.	CFX implementation and subsequent use of Monet's Workforce Management solution has made a demonstrable difference in the effective and efficient management of staff while improving overall customer experience through better maintenance of service levels and answer rates. Call handling performance in the customer contact center has been significantly improved in all key areas identified as opportunities in the 2015 review. Performance appears to be far more consistent across time-of-day and day of week.	
Observation #2: Customer Call Experience	There is inconsistent and duplicative information presented to customers on the customer contact center phone menus and prompts. There are opportunities to improve caller experience for those dialing into the center by making prompts, menus and messaging more consistent.	CFX implemented a new IVR solution provided by SwampFox to address this issue and to provide additional automation opportunities.	
Observation #3: Reporting and Analytics	CFX and the third party customer contact center vendor have opportunity to more fully utilize available performance reports to monitor customer contact center key performance indicators. The customer contact center currently tracks Average Speed of Answer, After-Call-Work, and handle times but does not track or monitor the factors that drive these statistics. There are opportunities to improve the customer contact center efficiency and effectiveness by reviewing and utilizing additional statistical reports which Internal Audit has partnered with CFX to help develop as a part of this review.	CFX now has access to a substantial amount of performance data including Avaya ACD statistics, WFM data, Quality data, etc. that enables it to capitalize on opportunities to be more efficient and effective within the center, as supported by the data reviewed and statistical analysis conducted during this review.	



Summary of Results (continued)

Observation #	FY15 Observation	Status of FY15 Observations
Observation #4: Standardized Call Flow and Quality Assurance Processes	There is not a standardized call flow established to ensure consistent customer call handling and service. In addition, the quality assurance process does not evaluate customer contact center agents on a standard call flow. Aligning Quality Assurance forms and monitoring to a standardized call flow can serve to improve overall quality measurement while enabling analysts to focus on those behaviors that have the greatest impact on call quality.	CFX Quality Assurance (QA) Program is now functioning effectively and is supporting CFX operational goals of achieving effective and consistent customer service to its customers.
Observation #5: Inbound Call Deflection and Avoidance	There is an opportunity to reduce inbound call volume by improving the customer contact center agent messaging and improving the Authorities web presence to make it more user friendly. Reduced call volume can lead to cost reductions.	In June of 2016, CFX implemented an IVR solution from Swampfox to identify callers, direct calls, and automate common functions such as payment of toll violations. The new solution has deflected between 40-50% of the calls that would have otherwise required agent assistance to complete.
Observation #6: Call Automation	Up to 30% of a customer contact center agents call handling time is spent identifying the customer and retrieving their account information. There is an opportunity to reduce the call handling time by introducing call automation, which would identify and validate customers prior to reaching the call cent agent.	CFX has implemented a new IVR system that has significantly improved CFX's ability to identify inbound callers, enable faster service, and automate common transactions (for example, UTN payments).



2017 Observations

Internal Audit identified the following four observations and enhancement opportunities while performing the 2017 performance review. Internal Audit classified the findings using a relative priority of high, medium, or low to provide management with a basis for evaluating them in the overall context of this report.

Observation #	Observation:	Relative Priority
Observation #1: Service Level Performance	While CFX is doing a very good job of maintaining overall service levels, CFX identified an issue with maintaining service level at the end of shift (beginning around 4:00 to 4:15 PM each day) due to contact center agents going off shift, this was verified during the review.	Medium
Observation #2: Business Analytics / Performance Monitoring	Customer contact center management now has access to a substantial amount of performance data including ACD statistics, WFM data, Quality data, etc. However, this data is not easily accessible to work force managers or contact center staff via wallboards or analytics dashboards, which could improve CFX's use of the available data to increase effectiveness and efficiency managing the center.	Medium
Observation #3: Intelligent Voice Response (IVR) Solution	The new SwampFox IVR (Intelligent Voice Response) solution implemented in June of 2016 has been very effective, although there is opportunity to improve the reporting used to monitor IVR utilization. The current reporting makes it difficult to ascertain how calls are flowing through the IVR and what paths these calls are taking.	Medium
Observation #4: Quality Assurance Program	CFX Customer Contact Center Quality Assurance (QA) Program is functioning effectively and is supporting CFX operational goals of achieving effective and consistent customer service to its clients. The program could benefit by increasing the number of screen recordings captured for QA purposes, real-time reporting of QA activities, supervisory personnel conducting QA monitoring, and contact center agent preparation time to review marketing material, QA feedback, etc.	Medium

Observation 1 - Service Level Performance

Relative Priority: Medium



In January of 2017, CFX implemented Monet Workforce Management to provide customer contact center agent forecasting and schedule adherence reporting. Based on the performance data in Appendix A, it appears the Monet solution has aided in the following improvements

Call Handing Performance	FY 2015	FY 2017
Average Speed of Answer	36 sec	30 sec
Abandoned Calls (daily)	8 – 10%	3%
Agent Aux Time Usage	Above 25%	15%

The above data suggests CFX is using the Monet solution very effectively to generate staffing forecasts and schedules and CFX has implemented the leading practice of routinely regenerating forecasts and daily/intraday schedules as conditions require it (e.g. unexpected absence or unavailability of staff which would otherwise impact service levels). In addition, CFX has maintained a schedule adherence of approximately 85-90%, based on reports generated by the Monet platform.

Analysis conducted on data from the Monet solution and on comparable reports from the Avaya ACD indicates that both systems are tracking call volumes, distribution and call handling performance accurately and consistently.

While CFX is doing a very good job of maintaining overall service levels, CFX identified an issue with maintaining service level at the end of shift (beginning around 4:00 to 4:15 PM each day) due to the number of agents going off shift at this time of day. This was verified based on the data evaluated during the review.

Observation 1 – Service Level Performance (continued)



Recommendation:

Management should consider the use of flex part-time staff or adjusting shift start times to address the drop in service level at the end of the day.

Management Response:

Management concurs.

Management Action Plan:

CFX has made the necessary staffing adjustments to increase service levels at the end of the business day. CFX will continue to monitor the performance levels to ensure adequate service levels are maintained.

Action Plan Owner / Due Date:

David Wynne, Director of Toll Operations / Completed as of June 1, 2017

Observation 2 – Business Analytics / Performance Monitoring

Relative Priority: Medium



Through the changes and improvements CFX has made to its organizational structure, QA programs, and Workforce management, the organization has easy access to accurate and complete historical data related to performance as well as real-time (and near real time) data from its various platforms. While this data is all available via various historical reports, it is not generally available to the broader contact center team (agents and supervisors) or to the management team.

Recommendation

CFX could further improve its ability to monitor and manage the centers operation by making contact center data available in highly-consumable analytics dashboards, particularly those designed to provide historical data for trend analysis and those designed to provide real-time data for intraday management. The use of highly visible dashboards showing real-time performance often enables a management team to more readily identify and respond to conditions in the contact center which may require immediate attention (unanticipated call volumes, service level issues, etc.) and improve overall service. The Avaya ACD and the Monet Workforce Management systems store the data needed to create these dashboards and wallboards. However, these tools do not have a visual studio functionality to design dashboards in a consumable, user-friendly presentation. Management should consider a visual studio product to provide the functionality to create the dashboards.

- 1. The process of setting up and implementing business analytics and related dashboards typically follows the approach outlined below:
- 2. Identify the data and Key Performance Indicators (KPI) that should be presented and/or trended for performance monitoring
- 3. Agree upon how these Key Performance Indicators will be measured and calculated
- 4. Determine source data/systems responsible for producing or providing data required to support analytics
- 5. Design and set up a repository for data to be managed in the analytics solution
- 6. Design Dashboard UI's including all visualizations, filters, and drill-downs
- 7. Implement dashboards in the center. Examples are provided in Appendix B.

Observation 2 – Business Analytics / Performance Monitoring (continued)



Management Response:

Management concurs.

Management Action Plan:

CFX Toll Operations will identify a number of key performance indicators for performance monitoring that will be displayed on the dashboards within the contact center. CFX will also determine the frequency of measurement to be displayed on the dashboards (real-time, weekly, monthly metrics, etc). In addition, CFX will work with the third party contact center vendor to create business analytics related to the content of the dash boards.

Steps four and five in the recommended approach will be tabled at this time due to the complexity of the recommendation and lack of resources. These items may be revisited in the future as part of the back office replacement project

Action Plan Owner / Due Date:

David Wynne, Director of Toll Operations, and Corey Quinn, Chief of Technology and Operations / April 30, 2018

Observation 3 – Intelligent Voice Response (IVR) Solution

Relative Priority: Medium



In June 2016, CFX implemented an IVR solution from Swampfox to identify callers, direct calls, and automate common functions such as payment of toll violations. At the time of this audit, the IVR solution was having a significant impact on the center, deflecting between 40-50% of the calls that would have otherwise required agent assistance to complete. By servicing callers in the IVR, CFX is completing the transactions more rapidly, while simultaneously reducing the number of agents required to handle customer contacts.

While the IVR solution has been very effective, the reporting used to monitor IVR utilization could be improved. The current reporting makes it difficult to ascertain how calls are flowing through the IVR and what paths these calls are taking.

Recommendation

CFX should work with Swampfox to implement the following enhancements to its IVR reporting so the use of the IVR can be more effectively monitored and improved over time.

Implement Call Path Reporting – Call path reporting would allow CFX to track the path of calls through the IVR by showing the following:

- 1. Show all paths taken through the IVR by calls for a given reporting period, including the total number of calls that used the path and the percentage of total calls that took the path
- 2. Service automation utilization this reporting shows the total number of calls that attempted to utilize each servicing module (e.g. provide payment locations or accept payment), the number that completed successfully, the number that abandoned in the transaction (without completing), the number that completed the transaction, the number that ended the call/abandoned after completing, and the number that opted to an agent.
- 3. Error reporting listing/count of all calls that were forced to either abandon or op—out to an agent due to a specific error such as payment failure, web service failure, etc. by failure type and "node".

Observation 3 – Intelligent Voice Response (IVR) Solution (continued)



Management Response:

Management concurs.

Management Action Plan:

CFX has identified a Call Path Report within IVR that consists of historical graph ,error reporting, and service utilization. CFX will work with the third party contact center vendor to provide data in an acceptable format and provide an internal link for Toll Operations to access the data.

Action Plan Owner / Due Date:

Corey Quinn, Chief of Technology and Operations / April 2018

Observation 4 – Quality Assurance Processes

Relative Priority: Medium



The workforce management quality assurance (QA) team has developed and consistently maintains very effective reporting to monitor contact center agent performance. Although the reporting is fairly manual in nature, it allows the team to track individual agent performance and team performance over time and to identify trends in performance. QA has also incorporated the leading practice of conducting routine calibration sessions with the various QA analyst to ensure fair and consistent quality scoring across the team. This has enhanced the effectiveness and consistency of the QA process. While the QA process is being executed well and is achieving high levels of performance, there are enhancements that could further improve the effectiveness of the contact center.

Recommendation

CFX management should consider implementing the following:

- 1. Contact center supervisory staff should conduct one to two weekly QA monitors per agent. The use of supervisory staff in the QA process tends to help ensure cohesion between QA the rest of the contact center, while also providing positive input to the supervisors coaching and helping to identify other agent developmental activities.
- 2. While the QA team have developed and maintain effective historical reporting of QA activities and performance, having this data available in real-time would enable CFX to make intraday performance data available to agents, supervisors and management staff.
- 3. Fewer than 125 of the 2,594 recorded calls noted during the six month period under review had associated screen recordings. Screen recordings allow QA to monitor an agents use of the system during a call and is a valuable input to the overall QA process. Management should consider identifying why the system is not recording screens for all calls.
- 4. While contact center agents are provided 15 minutes for group/team meetings at the beginning of each agent's shift, the agents could benefit from a 10-15 minute period (weekly or daily based on the frequency of new information) to review QA results, coaching or other development materials, CFX marketing and program information or other data that would help to ensure that agents consistently serve customers efficiently.

Observation 4 – Quality Assurance Processes (continued)



Management Response:

Management concurs.

Management Action Plan:

Item 1 – CFX will incorporate supervisory staff into the quality assurance monitoring process.

Item 2 – CFX will develop a primary server to support IQ360, which will provide historical data for quality assurance activities and performance.

Item 3 – Screen captures are scheduled to be recorded for each call. However, the data is not being captured. CFX will review and work on a fix for this issue.

Item 4 – Weekly staff huddles will be used to provide coaching or other development materials, CFX marketing and program information or other data.

Action Plan Owner / Due Date:

David Wynne, Director of Toll Operations, and Corey Quinn, Chief of Technology and Operations

Item 1 -. Completed as of June 1, 2017

Item 2 - Completed as of June 1, 2017

Item 3 - April 30, 2018

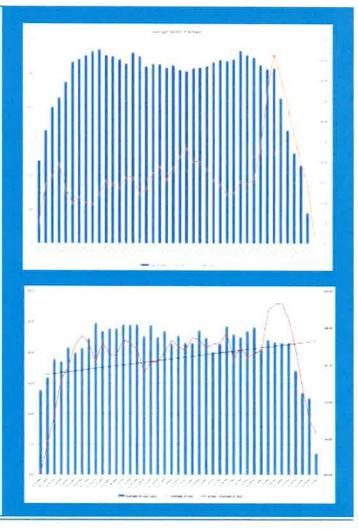
Item 4 – Completed as of June 1, 2017

APPENDIX A Call Handling Performance Graphs



Average Speed of Answer (ASA):

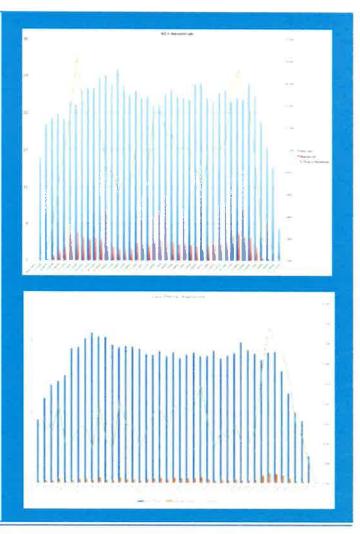
- 2015 (top right), ASA was over 36 seconds on average and varied substantially both from day-to-day and intraday.
- During 2017 (bottom right), ASA is far more consistent from day to day and averages below 30 seconds



Abar

Abandoned Calls:

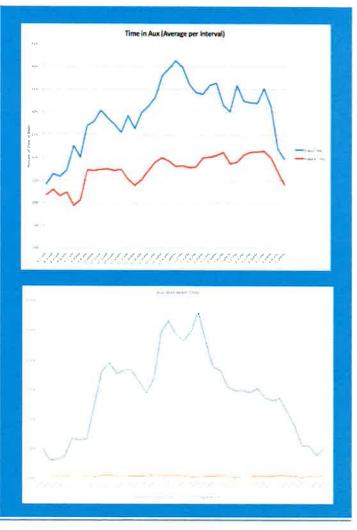
- 2015 (top right), Average Call Abandonment rates were between 8 and 10% daily.
- 2017 (bottom right), Call Abandonment rates are consistently below 3% daily



D

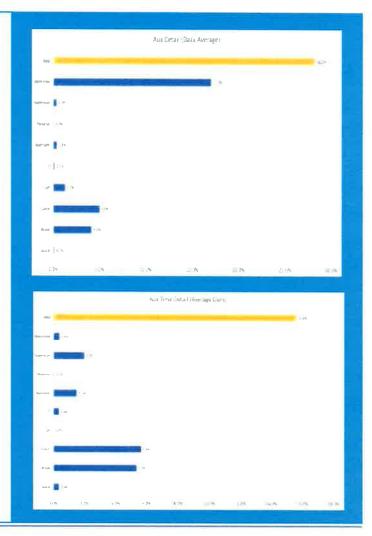
Agent Aux - Work Time:

- 2015 (top right), Average Aux time usage averaged above 25% with ACW averaging over 15%
- 2017 (bottom right), total Aux time averages around 15% with ACW utilization very low as compared to staffed time



Agent Aux Detail:

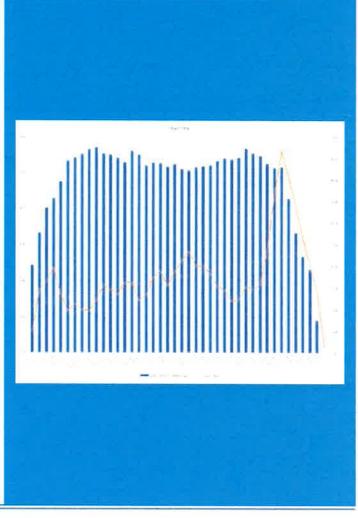
- 2015 (top right), Average Aux utilization was at approximately 28% with ACW accounting for almost half that time.
- 2017 (bottom right), total Aux time averages around 15% with ACW utilization at less than 1% of staffed time.



APPENDIX A - SERVICE LEVEL MANAGEMENT

D

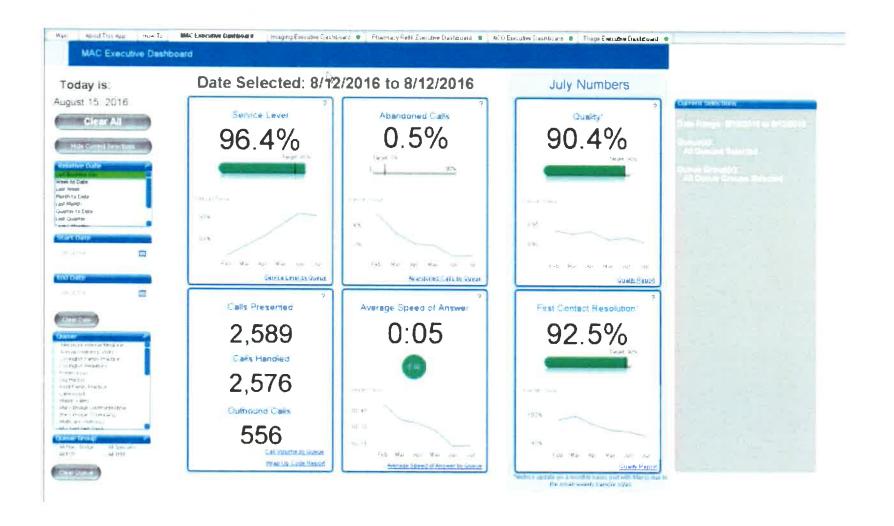
2017 Service levels drop at the end of day, starting between 4 and 4:15 PM.



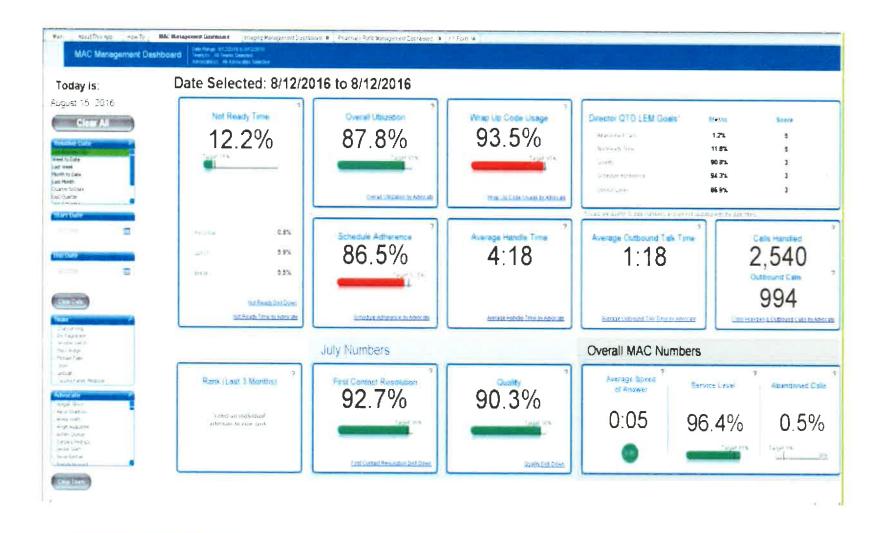




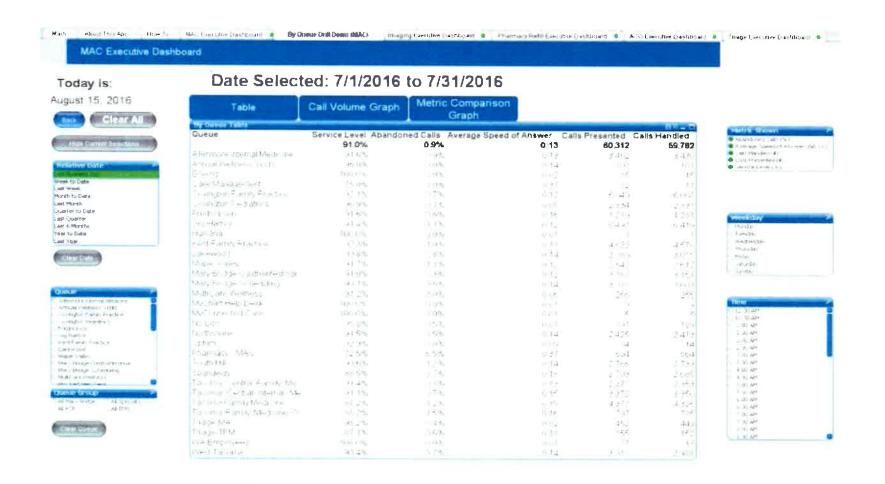
APPENDIX B - SAMPLE DASHBOARD



APPENDIX B - DASHBOARD EXAMPLE



APPENDIX B - DASHBOARD EXAMPLE



Face the Future with Confidence

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.







TABLE OF CONTENTS



- 03 Executive Summary
- 06 Detailed Observations

EXECUTIVE SUMMARY



Overview

Central Florida Expressway's (CFX) electronic toll-collection system E-PASS allows customers to automatically pay tolls with a transponder at toll plazas. E-PASS customers receive reduced toll rates and are eligible to receive additional discounts and rebates based on the type of account and monthly volume of toll transactions incurred on CFX roadways. CFX software is configured to automatically calculate and apply monthly discounts and rebates to customer accounts.

As of March 2017, CFX had four E-Pass discount and rebate programs in place, three of which were in scope for this review: Customer Loyalty Discount Program, Beltway Discount Program, School Bus Toll Rebate. The fourth program dealing with Beachline West Toll Plaza and Boggy Creek Interchange rebates did not go into effect until early 2017 and was out of scope for this review.

Customer Loyalty Discount Program

The Customer Loyalty Discount Program was established to encourage CFX customers to utilize E-PASS electronic tolling. At the time the program was established, drivers with E-PASS or SunPass transponders received a 5% discount for paying between 40 and 79 tolls a month, and a discount of 10% once they reached 80 transactions in a month. During April 2016, the CFX Board approved a revision to this program to increase each discount rate for E-PASS customers by 5% (to 10% and 15%, respectively) and to discountinue discounts for SunPass customers. For the eight months ended February 28, 2017, CFX issued \$7.4 million in discounts on \$232 million (unaudited) in total E-PASS toll revenues (electronic only) to customers under the Customer Loyalty Discount Program.

Beltway Discount Program

Due to the Interstate 4 (I-4) Ultimate expansion project currently underway, during March 2015, the CFX Board approved a 5% discount for E-PASS and SunPass customers that pay 20 or more tolls per month on the beltway roadways (SR 414, SR 417, and SR 429). This program was designed to provide relief to commuters looking for alternatives to using I-4 during the I-4 Ultimate construction period. The program is contingent on actual revenue for the month exceeding 2% of the projected Total System Toll Revenues Available established per the annual General Traffic and Earnings Consultant's Annual Report approved in March 2015. Projections are evaluated monthly against actual revenue to determine if required thresholds have been met before the discount is applied. The Beltway Discount program is scheduled to be discontinued upon completion of the I-4 Ultimate project, estimated to be in 2021. For the period ending February 28, 2017, CFX issued \$3.0 million in discounts on \$114 million (unaudited) in beltway E-PASS toll revenues (electronic only) to customers under the Beltway Discount program through the first eight months of FY 2017.



EXECUTIVE SUMMARY



Overview (continued)

School Bus Toll Rebate

As part of an initiative to help local, Central Florida school districts manage costs, CFX launched a toll rebate program in February 2016 to provide a 99% rebate for public school buses traveling on CFX expressways carrying students from Orange, Seminole, Osceola, Lake, and Brevard counties (Polk and Volusia counties elected not to participate in the program). This rebate program is contingent upon actual revenue for the month exceeding 2% of the projected Total System Toll Revenues Available established per the annual General Traffic and Earnings Consultant's Annual Report approved in February 2016. Projections are evaluated monthly against actual revenue to determine if required thresholds have been met before the discount is applied. For the period ending February 28, 2017, CFX issued \$191,700 in rebates to Central Florida school districts under the School Bus Toll Rebate program through the first eight months of FY 2017.



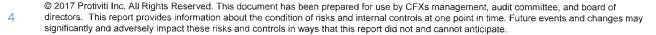
Objectives and Scope

In accordance with the FY 2017 Internal Audit Plan, Internal Audit conducted a review of discounts provided to customers through the E-PASS Customer Loyalty Discount and Beltway Discount Programs, as well as rebates provided through the School Bus Toll Rebate for the eight month period from July 1, 2016 to February 28, 2017.

The objectives of this audit were to:

- 1. Review and evaluate the policies, procedures and internal controls related to the discount and rebate process, including the internal controls related to following:
 - Discount/rebate approvals
 - · County school bus and new customer account setup
 - · Qualifying revenue threshold calculations
 - SunPass interoperability disbursements

- Recording of discounts and rebates to the general ledger
- Software setup and discount and rebate calculation coding in the IT systems
- IT change management (that which is not covered through testing performed for the PCI Report on Compliance).
- 2. Verify discounts and rebates were appropriately calculated and applied to E-PASS customer accounts and withheld from interoperability payments for SunPass accounts.
- 3. Verify discounts and rebates were appropriately authorized based on the monthly revenue calculation performed by the Finance Department.





EXECUTIVE SUMMARY



Summary of Results

Two opportunities for improvement were identified during the audit. Each was classified as relative low priority. The table below provides an overview of areas reviewed and number of opportunities identified associated with each.

Objective	Procedures Performed	Improvement Opportunities
Internal Control Review: Authorization, Administration, Software Setup and Coding and IT Change Management	 Reviewed and evaluated the policies, procedures, and internal controls related to the discount and rebate process. Reviewed the following processes and related internal controls: Discount/Rebate approvals County school bus and new customer account setup Qualifying revenue threshold calculations SunPass interoperability disbursements Recording of discounts and rebates to the general ledger Reviewed the following IT processes and related internal controls: CFX software setup and coding to calculate discounts and rebates IT change management (that which was not covered through testing performed for the PCI Report on Compliance) 	2
Substantive Testing (Accuracy of Calculation, Application to Customer Account, Recording to GL)	 Obtained the population of CFX customer accounts and judgmentally selected a sample of accounts and months to test the following attributes: Accuracy of discount calculation Appropriate discount application 	0

Observation 1 – Revenue Projection Reports

Relative Priority: Low



Beltway Discounts and School Bus Toll Rebate may only be applied during months in which actual toll system revenue exceeds 2% of projected Total System Toll Revenues Available established per the General Traffic and Earnings Consultant's Annual Report for the year in which each program was approved. Therefore, the Beltway Discount is calculated based on the projected revenue for FY 2017 as documented in the General Traffic and Earnings Consultant's Annual Report approved in March 2015 and the School Bus Toll Rebate is calculated based on the projected revenue for FY 2017 as documented in the General Traffic and Earnings Consultant's Annual Report approved in February 2016.

The Director of Accounting and Finance maintains an annual Projection Discount Rebate Tracking Schedule containing monthly revenue projections based on historical trends. Monthly revenue projections are reconciled to actual preliminary revenue, which is defined as actual revenue prior to external auditor adjustments. Discounts and rebates are authorized when preliminary revenue exceeds projected revenue by 2% or more. If the actual revenue falls short of the projection, Accounting coordinates with senior management and customers do not receive the discount or rebate.

During testing of School Bus Rebates for 2017, actual preliminary revenue had been incorrectly compared to the FY 2016 projections instead of the FY 2017 projections in the 2016 General Traffic and Earnings Consultant's Annual Report. However, there was no impact to the application of the monthly School Bus Rebates, which were triggered since monthly actual preliminary revenue has consistently exceeded FY 2017 projections by more than 10%, well in excess of the 2% threshold. Root cause analysis identified that the annual Projection Discount Rebate Tracking Schedule is not consistently reviewed, in detail, on a monthly basis unless concerns about an unexpected drop in revenue arise.

Recommendation

CFX should consistently review the Projection Discount Rebate Tracking Schedule on a monthly basis to verify the accuracy of inputs to prevent the issuance of discounts or rebates when revenue thresholds in excess of projections have not been met.

Management Response

Management concurs,

Observation 1 – Revenue Projection Reports (continued)

Relative Priority: Low



Management Action Plan

Management will implement a monthly review of the Projection Discount Rebate Tracking Schedule to verify the accuracy of inputs and calculations.

Action Plan Owner / Due Date:

Lisa Lumbard, Chief Financial Officer / 8/31/2017

Observation 2 - Discount Publication on CFX Website

Relative Priority: Low



Details of the E-PASS discount programs are published on the CFX website. The website details potential savings, applicable roads, and the percentage discount based on the number of toll transactions per month.

At the time of the audit, there was an error in the percentage discount published on the CFX website related to the Customer Loyalty Discount Program. The website noted that there was a 5% discount for E-PASS customers with 20-39 toll transactions per month. However, based on the Board resolution approving the Customer Loyalty Discount Program, there is no discount at this toll transaction level. Periodic reviews of the accuracy of discount and rebate information posted to the Authority's website are important to accurately communicate discounted toll rates and manage customer expectations.

Recommendation

CFX should conduct quarterly, formal reviews of rate, discount, and rebate information posted to its website for accuracy.

Management Response

Management concurs.

Management Action Plan

Management will implement and document a quarterly review of the rate, discount, and rebate information posted to the CFX website for accuracy.

Action Plan Owner / Due Date:

Michelle Maikisch, Chief of Staff/Public Affairs Officer / 7/31/2017

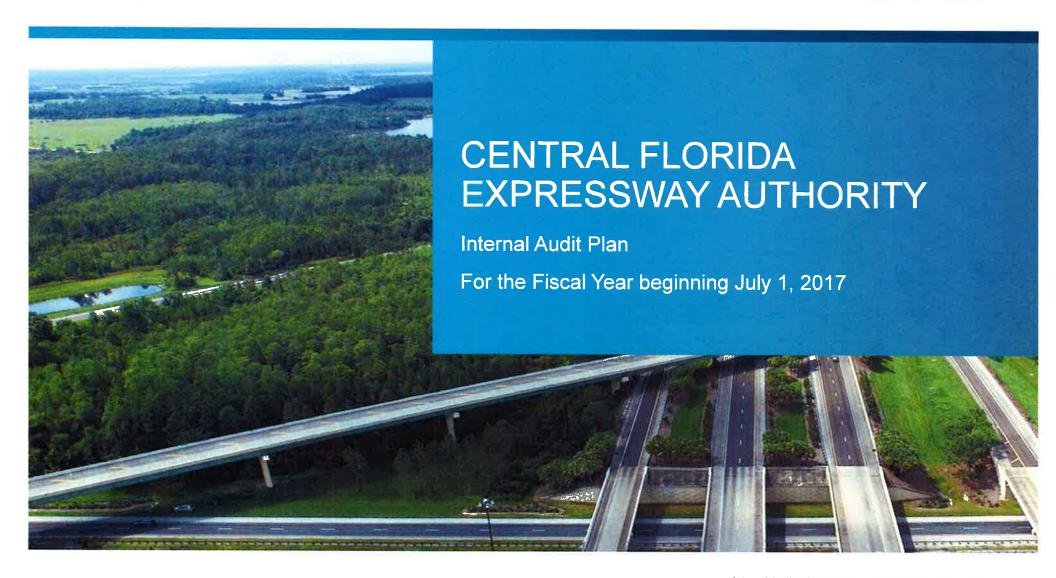


© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate...

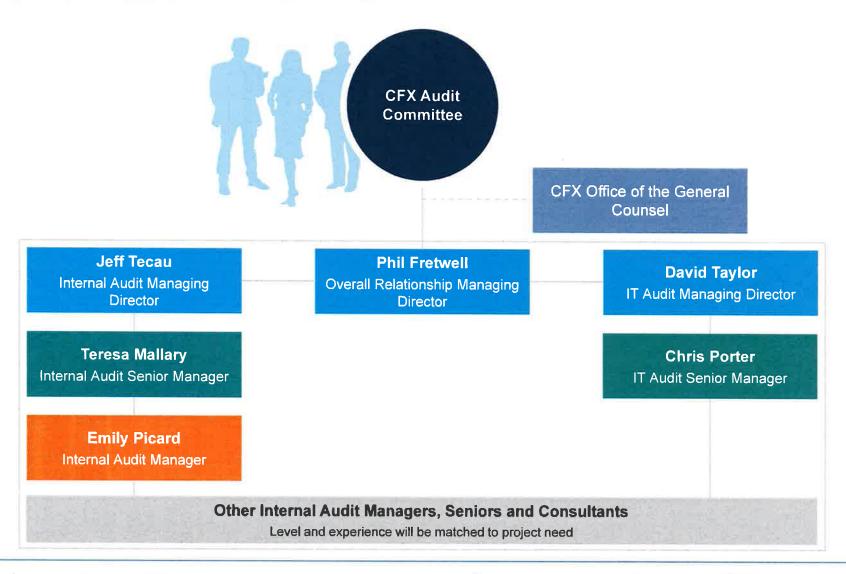








YOUR INTERNAL AUDIT TEAM







BACKGROUND

A risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2018 risk assessment was to identify and prioritize key areas of risk within CFX to consider in designing the fiscal 2018 Internal Audit plan. The approach utilized in conducting the fiscal 2018 risk assessment and in developing the fiscal 2018 Internal Audit plan is depicted below. Risk assessment results are included in Appendix B.



Identify Key Areas of Risk to be Assessed

- Confirm and update prior year risk areas based upon review of prior year work papers, audit results, and discussions with senior management and the Board
- · Determine preliminary risk ratings based upon prior year results



Assess & Prioritize Areas of Risk

- Conduct interviews with senior management and the Board to confirm and validate the current enterprise risk model to gain additional insight around risk trending, key changes in the organization, and key initiatives
- Aggregate and compile resulting information
- Provide a graphical representation of enterprise risks on a risk heat map to prioritize areas of risk



Select Focus Areas

- Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for fiscal year 2018
- Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus



Develop & Approve Audit Plan

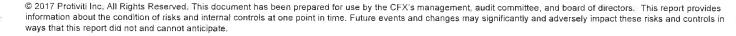
- · Establish high-level scoping statements and levels of effort for proposed projects
- · Finalize budget allotments and propose projects for Audit Committee approval
- · Finalize proposed timing for selected projects
- · Finalize Internal Audit plan and obtain Audit Committee approval



INTERVIEW LIST

The following twenty-two (22) individuals were interviewed to gather information to develop the fiscal year 2018 Internal Audit Plan:

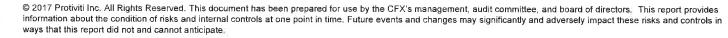
Name	Title	Name	Title
Mayor Buddy Dyer	Board Chairman	Joe Berenis	Chief of Infrastructure
Commissioner Fred Hawkins, Jr.	Board Vice-Chairman	Corey Quinn	Chief of Technology/Operations
Jay Madara	Board Treasurer	Lisa Lumbard	Chief Financial Officer
Commissioner Brenda Carey	Board Member	Michelle Maikisch	Chief of Staff/Public Affairs Officer
Andria Herr	Board Member	Joe Passiatore	General Counsel
Mayor Teresa Jacobs	Board Member	Linda Lanosa	Deputy General Counsel
Commissioner Sean Parks	Board Member	Joann Chizlett	Director of Special Projects
S. Michael Scheeringa	Board Member	David Wynne	Director of Toll Operations
Commissioner Jennifer Thompson	Board Member	Glenn Pressimone	Director of Engineering
Bruce McMenemy	Audit Committee Chairman	Michael Carlisle	Director of Accounting and Finance
Laura Kelley	Executive Director	Rafael Millan	Manager of Software Development





3 YEAR INTERNAL AUDIT PLAN

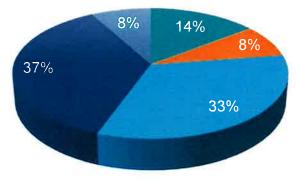
			Audit Plan Year				Harris est
Description	Frequency	Date Last Performed	H	2018	2019		2020
Annual Internal Audits							
Internal Audit Plan and Risk Assessment	Annual	2017	\$	25,000	\$ 25.00	3 \$	25,000
Board and Audit Committee Meetings	Annual	2017	S	15,000	\$ 15,00		15.000
Prior Year Recommendations: Semi-Annual Follow-up	Annual	2017	\$	12,000	\$ 12,00		12,000
Procurement & Contract Billing Audits	Annual	2017	\$	40,000	\$ 40.00		40.000
DHSMV Data Security Assessment	Annual	2017	\$	25,000	\$ 25,00		25,000
Contingency for Special Projects	Annual	N/A	\$	25,000	\$ 25,00		25,000
		Total	s	142,000	\$ 142,00		142,000
Cyclical Audits			200	diam'r.			
Ethics Policy Compliance Audit	3 Year Cycle	2015	\$	35,000		_	
IT General Controls Review	3 Year Cycle	N/A	s	26.000		_	
Information Security Risk Assessment - Phase II	3 Year Cycle	2017 - Phase I	\$	45,000		1	
Toll Violations Audit	5 Year Cycle	2012	\$	40.000		+	
Safety and Maintenance Policy and Procedures Compliance Audit	5 Year Cycle	2014	\$	35,000		+	
Toll Revenue Audit	3 Year Cycle	2016	Ť	00,000	X	_	
Sensitive Data / Data Management Review	5 Year Cycle	2014			X	_	
P-Card and Gas Card Audit	5 Year Cycle	N/A			X		
Customer Service Center Performance Assessment	3 Year Cycle	2017	_			_	X
Public Records Review	3 Year Cycle	2017				_	×
COSO 2013 Governance Review	5 Year Cycle	2015				_	$\frac{\hat{x}}{x}$
Bond Financing Review	5 Year Cycle	2016				+	
Right of Way Audit	5 Year Cycle	2016				_	
Business Continuity Management Review	5 Year Cycle	2017				_	
Purchasing Spend Data Audit	5 Year Cycle	2017				_	
Accounting System Access and SOD Review	5 Year Cycle	2017				+-	
Human Resources Process Review	5 Year Cycle	2017	_			_	
As Needed Audits						-	
Penetration Test	As Needed	N/A	\$	46,000			
Tolling System Replacement Review - Phase III	As Needed	2017 - Phase II	\$	40,000		_	
Marketing Retail Transponder Sales Review	As Needed	N/A	s	25,000			
Wekiva Parkway Cashless Toll Revenue Audit	As Needed	N/A	S	40,000		_	
TRAILS Program Review	As Needed	N/A	s	25,000		+-	
Social Media Process Review	As Needed	N/A	۳	20,000	×	_	
Customer Service Management and Lane Scheduling Review	As Needed	N/A			x	_	
ISO 27001 Information Security Review	As Needed	N/A			×	_	
T Service Management Review	As Needed	N/A	_			_	X
		Grand Total	\$	499,000			
PCI Assessment							400
PCI Assessment with Report on Compliance	Annual	2017	s	65,000	\$ 65,00	ماد	65,000

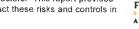




FY 2018 INTERNAL AUDIT COVERAGE

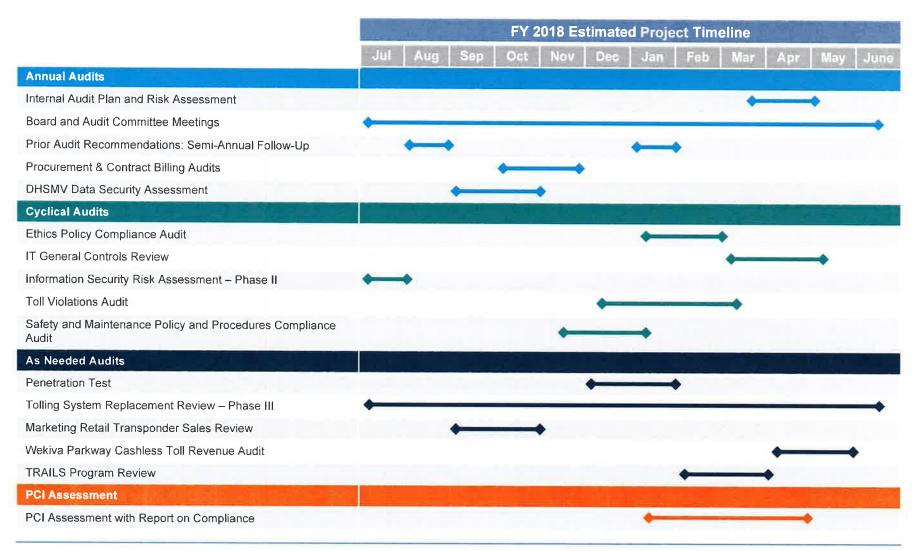
Strategic & Governance	Budget Allocation	Frequency
 Fiscal 2019 Internal Audit Plan and Risk Assessment Prior Audit Recommendations: Semi-Annual Follow-up Ethics Policy Compliance Audit 	\$25,000 \$12,000 \$35,000	Annual Annual 3 Year Cycle
Financial		
Procurement & Contract Billing Audits	\$40,000	Annual
Operations		
 Toll Violations Audit Safety and Maintenance Policy and Procedures Compliance Audit Marketing Retail Transponder Sales Review Wekiva Parkway Cashless Toll Revenue Audit TRAILS Program Review 	\$40,000 \$35,000 \$25,000 \$40,000 \$25,000	5 Year Cycle 5 Year Cycle As Needed As Needed As Needed
Information Technology		
 DHSMV Data Security Assessment IT General Controls Review Information Security Risk Assessment – Phase II Penetration Test Tolling System Replacement Review – Phase III 	\$25,000 \$26,000 \$45,000 \$46,000 \$40,000	Annual 3 Year Cycle 3 Year Cycle As Needed As Needed
Other		
Board and Audit Committee MeetingsContingency for Special Projects Requests	\$15,000 \$25,000	Annual Annual
Grand Total	\$499,000	







INTERNAL AUDIT TIMELINE



^{© 2017} Protiviti Inc. All Rights Reserved. This document has been prepared for use by the CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.



FY 2018 INTERNAL AUDIT PROJECT DESCRIPTIONS (1/4)

#	Project	Project Description	Risks	Estimated Cost
1	Internal Audit Plan and Risk Assessment (Annual)	We will conduct a risk assessment to highlight the Expressway Authority's current year risk profile, to identify risk trends, and to form the foundation for the fiscal year 2018/2019 Internal Audit Plan. In addition, we will conduct the annual review of the completeness of the fraud risk universe and annual refresh of the fraud risk assessment. The information and findings will be utilized to develop the 2018/2019 Internal Audit plan, with a focus on addressing opportunities identified during the risk assessment process.	Strategic Planning Fraud Governance	\$25,000
2	Board and Audit Committee Meetings (Annual)	Protiviti will attend Board meetings and prepare for and present at all Audit Committee meetings during fiscal year 2018. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings.	Governance	\$15,000
3	Prior Audit Recommendations: Semi- Annual Follow-up (Annual)	This work will focus on semi-annual follow-up on the status of all OPEN action plans from prior year audits. In addition, internal audit will consider re-auditing closed recommendations for selected areas from prior year audits as requested by management or the Audit Committee.	Governance	\$12,000
4	Procurement & Contract Billing Audits (Annual)	This audit will encompass a selection of 2 or 3 engineering, construction, maintenance, operations, or legal contracts on an annual, rotational basis, with the objective of verifying that internal controls are in place to ensure work performed for the Expressway Authority under large contracts has been billed in accordance with contractual terms and conditions. The work will include testing pricing and hours worked for accuracy and validity, testing invoice approvals, testing vendor compliance with other contractual obligations, using data analytics to identify high risk vendors and/or change orders, and trending key spend data and other data points for management review and consideration.	Contract Management Contract Performance Reporting Cost Containment Procurement and Vendor Selection	\$40,000
5	DHSMV Data Security Assessment (Annual)	The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information.	Cyber Security Data Security	\$25,000
6	Ethics Policy Compliance Audit (Cyclical)	CFX has a formal ethics policy in place. Internal Audit will review the policy and (1) leverage leading practices to suggest additional areas for consideration to include in the policy and (2) review compliance with the policy, including the new provisions added as a result of Florida state legislation.	Ethical Compliance	\$35,000



FY 2018 INTERNAL AUDIT PROJECT DESCRIPTIONS (2/4)

#	Project	Project Description	Risks	Estimated Cost
7	IT General Controls Review (Cyclical)	This review will focus on the Expressway Authority's Information Systems area. To accomplish this, we will assess the policies and procedures that are utilized to support the business critical applications and systems at CFX. Our approach will be to focus on the IT General Computer Controls which include the following components: Change Management, Logical Security, Physical Security, Security Administration, IT Organization & Management.	IT Application Controls IT Infrastructure/ Business Continuity IT Change Management	\$26,000
8	Information Security Risk Assessment – Phase II (Cyclical)	Protiviti will conduct Phase II of the Information Security Risk Assessment. In Phase II, a risk value will be assigned to each asset identified in Phase I so that Management may prioritize in what order to address risks posed to them. This value is based on the likelihood and potential impact of threats posed to these assets, the vulnerabilities they have, and the safeguards surrounding them.	Cyber Security Data Security	\$45,000
9	Toll Violations Audit (Cyclical)	This audit will focus on reviewing the processes, policies, procedures, technology, and reporting in place around the violations process to verify the process is working as intended. Focus will be on enhancing the efficiencies around the process to review violations and to bill and collect violations revenue. Samples of deleted/voided unpaid toll notices will also be reviewed to verify there is sufficient justification for voiding.	Toll Violations Toll Collections IT Change Management Customer Satisfaction	\$40,000
10	Safety and Maintenance Policy and Procedures Compliance Audit (Cyclical)	The objective of this project will be to review the safety and maintenance policies and procedures in place, including any recent technological enhancements to safety within the system (e.g. new technology measures to help prevent wrong way driving), vendor management programs, and to test compliance with the safety and maintenance policies and procedures.	Maintenance and Safety	\$35,000
11	Penetration Test (One-Time)	Protiviti will assess the security of networks, devices, and servers as part of a penetration test. This test will be conducted from the Internet and from within the CFX network. This test will identify potential vulnerabilities posed by outdated software, missing patches, or insecure configurations. Attempts will then be made to exploit these vulnerabilities with manual techniques in attempt to gain access to critical systems or data.	Cyber Security Data Security	\$46,000



FY 2018 INTERNAL AUDIT PROJECT DESCRIPTIONS (3/4)

#	Project	Project Description	Risks	Estimated Cost
12	Tolling System Replacement Review – Phase III (One-Time)	CFX is in the process of replacing the toll plaza collection system. An access control review will be conducted on the Law Enforcement Notification System ("LENS") component of this replacement. Additionally, network vulnerability scans may be conducted on systems that have completed Factory Acceptance Testing but have not been put into production. This will allow Internal Audit to identify potential vulnerabilities to systems prior to their deployment so they may be remediated.	IT Change Management Toll Collections	\$40,000
13	Marketing Retail Transponder Sales Review	Given new marketing initiatives, increases in new EPASS accounts, and additional channels for signing up new customers, the project will entail a review of the processes in place to market transponder sales, a review of the channels used to convert new accounts, and how CFX manages physical inventory and sales of transponders through the different channels (consignment versus purchase and sale).	Cost Containment Customer Satisfaction Public Relations	\$25,000
14	Wekiva Parkway Cashless Toll Revenue Audit (One- Time)	This audit will focus on reviewing the processes, policies, procedures, technology, monitoring, and reporting in place around the cashless tolling process on the Wekiva Parkway to verify the process is working as intended to monitor completeness and accuracy of revenue capture and prevent revenue leakage.	Toll Violations Toll Collections	\$40,000
15	TRAILS Program Review (One-Time)	This audit will encompass a review of the policies and procedures for the tolling reload lanes on the CFX system that sell transponders, handle a higher amounts of cash than the traditional lanes, process credit cards, and handle checks.	Cash Handling Customer Satisfaction	\$25,000



FY 2018 PCI ASSESSMENT (4/4)

#	Project	Project Description	Risks	Estimated Cost
17	PCI Assessment with Report on Compliance	This project will be to fully test the Expressway Authority's compliance with the PCI Data Security Standard, (PCI-DSS) version 3.2 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS.	Cyber Security Data Security Public Relations	\$65,000



APPENDIX A INTERNAL AUDIT CHARTER

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by the Expressway Authority's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.





INTERNAL AUDIT CHARTER (1/6)

Central Florida Expressway Authority

Fiscal 2018 Internal Audit Department Charter

*The fiscal 2018 Internal Audit charter has been updated to be consistent with the IIA's standard 2018 charter and to include recent IIA revisions effective January 1, 2017.

Mission & Purpose

The mission of internal audit is to provide the Expressway Authority Board with independent, objective assurance and consulting services designed to add value, improve the Expressway Authority's operations, and enhance transparency. The purpose of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight into whether the Expressway Authority resources are responsibly and effectively managed to achieve intended results. Internal audit helps the Expressway Authority accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Standards & Professionalism

Internal audit will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Definition of Internal Auditing, the Code of Ethics, and International Standards for the Professional Practice of Internal Auditing.

The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, internal audit will adhere to the Expressway Authority's relevant policies and procedures and internal audit's standard operating procedures manual. Internal audit will report periodically to senior management and the Board regarding conformance to the Code of Ethics and the Standards.

Authority

Internal audit is appointed by the Expressway Authority Board, and reports directly to them through the Audit Committee. The role of internal audit may be filled by an outside firm that provides internal audit services to the Expressway Authority on an outsourced basis. For administrative purposes, internal audit reports to the Office of the General Counsel. To establish, maintain, and assure that internal audit has sufficient authority to fulfill its duties, the Board will:



INTERNAL AUDIT CHARTER (2/6)

Authority (continued)

- Approve the internal audit charter.
- · Approve the risk-based audit plan.
- · Approve the internal audit budget and resource plan.
- · Receive communications on internal audit performance relative to its plan and other matters.
- · Make appropriate inquiries of management and internal audit to determine whether there is inappropriate scope or resource limitations.

Everything the Expressway Authority does is subject to assessment by internal audit. The Board authorizes internal audit to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to
 accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subject, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized service from within or outside the organization, as approved by the Audit Committee.

Internal Audit Plan

At least annually, internal audit will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal year. Internal audit will communicate the impact of resource limitations and significant interim changes to senior management and the Board.

The internal audit plan will be developed based on a prioritization of audit universe using a risk-based methodology, including input of senior management and the Board. Internal audit will review and adjust the plan, as necessary, in response to changes in the organization's business, risks, operations, programs, systems, and controls. Any significant interim changes from the approved internal audit plan will be communicated to senior management and the Board through periodic activity reports.



INTERNAL AUDIT CHARTER (3/6)

Independence And Objectivity

Internal audit will remain free of all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If it is determined that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal audit will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises were made, and that they do not subordinate their judgment on audit matters to others.

To ensure independence, internal audit has no direct responsibility or any authority over any of the activities or operations of the Expressway Authority. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment, including:

- · Assessing specific operations for which they had responsibility within the previous year.
- · Performing any operational duties for the Expressway Authority or its affiliates.
- Initiating or approving transactions external to the internal audit department.
- Directing the activities of any the Expressway Authority employee not employee by internal audit, except to the extent that such employees
 have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

Internal audit will disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties. Internal audit will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal audit will make a balanced assessment of all the relevant circumstances and take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

Internal audit will confirm to the Board, at least annually, the organizational independence of internal audit. Internal audit will disclose to the Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.



INTERNAL AUDIT CHARTER (4/6)

Scope

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of internal audit encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the Expressway Authority. Internal audit assessments include determining whether management's processes are adequate and functioning in a manner to ensure:

- Risks relating to the achievement of the Expressway Authority's strategic objectives are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information and the means used to identify, measure, analyze, classify, and report such information are relevant, reliable and understandable.
- Employee, officer, director, and contractor actions comply with policies, standards, procedures, and applicable laws, regulations, and governance standards.
- Resources and assets are acquired economically, used efficiently, and adequately protected.
- Results of programs, plans, and operations consistent with established goals and objectives are achieved.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the Expressway Authority.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.
- Means of safeguarding assets are adequate and, as appropriate, existence of such assets can be verified.
- Organization's risk management processes are effective.
- Quality of performance of external auditors and the degree of coordination with internal audit are appropriate.
- · Specific operations are evaluated at the request of the Board or management, as appropriate.

Internal audit also considers relying upon the work of other internal and external assurance and consulting service providers as needed. Internal audit may perform advisory and related client service activities, the nature and scope of which will be agreed with the Expressway Authority, provided the internal audit department does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.



INTERNAL AUDIT CHARTER (5/6)

Responsibility

Internal audit's responsibility includes, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives. This includes:

- Ensuring each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of
 appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of
 engagement results with applicable conclusions and recommendations to appropriate parties.
- · Ensuring the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensuring internal audit collectively possesses or obtain the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensuring trends and emerging issues that could impact the Expressway Authority are considered and communicated to senior management and the Board as appropriate.
- · Ensuring emerging trends and successful practices in internal auditing are considered.
- · Establishing and ensuring adherence to policies and procedures designed to guide internal audit activities.
- Ensuring adherence to the Expressway Authority's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- · Ensuring conformance of internal audit with the Standards, with the following qualifications:
 - If internal audit is prohibited by law or regulation from conformance with certain parts of the Standards, internal audit will ensure appropriate disclosures and will ensure conformance with all other parts of the Standards.
 - If the Standards are used in conjunction with requirements issued by other authoritative bodies, internal audit will ensure conformance with the Standards, even if internal audit also conforms with the more restrictive requirements of other authoritative bodies.



INTERNAL AUDIT CHARTER (6/6)

Reporting And Monitoring

A written report will be prepared and issued by internal audit following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the Board.

The internal audit report may include management's response and corrective action taken or to be taken in regard to the specific findings and recommendations. Management's response, whether included within the original audit report or provided thereafter (i.e. within thirty days) by management of the audited area should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented.

Internal audit will be responsible for appropriate follow-up on engagement findings and recommendations, and reporting periodically to senior management and the Board any corrective actions not effectively implemented. All significant findings will remain in an open issues file until cleared.

Internal audit will periodically report to senior management and the Board on internal audit's purpose, authority, and responsibility, as well as performance relative to its plan and conformance with the IIA's Code of Ethics. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the Board. Results of audit engagements and other activities, resource requirements, and any response to risk by management that may be unacceptable to the Expressway Authority will also be communicated periodically to the Board.

Quality Assurance And Improvement Program

Internal audit will maintain a quality assurance and improvement program that covers all aspects of internal audit. The program will include an evaluation of internal audit's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal audit applies the Code of Ethics. The program also assesses the efficiency and effectiveness of internal audit and identifies opportunities for improvement.



APPENDIX B ENTERPRISE RISK ASSESSMENT

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by the Expressway Authority's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.





ENTERPRISE RISK MODEL (AS OF MAY 2017)

		1. Strategic Planning	7. Governance		13. Public Relations
		2. Organization Structure	8. Political Environ	ment	14. Back Office Consolidation
	Strategic and	3. Contingency Planning	9. Ethical Complia	nce	15. National Interoperability
<u>шш.</u>	Governance	4. Regulatory Changes	10. Communication	on	16. Toll Rate Management
		5. Access to Capital	11. Leadership		17. Asset and Liability Transfer Ris
	The state of	6. Statewide Interoperability	12. Outsourcing		18. Multimodal Opportunities*
		19. Fraud		25. Procu	urement and Vendor Selection
\$ Financial	20. Management Performance Reporting		26. Contract Performance Reporting		
	Financial	21. Bond Financing/Covenant Compliance		27. Financial Reporting	
		22. Cost Containment		28. Right of Way	
		23. Treasury and Liquidity Management 29		29. Swap Pricing	
		24. Cash Handling			
		30. Toll Violations	30. Toll Violations 36. IT Change Man		ange Management
		31. Toll Collections		37. Insurance Coverage	
대	Operations	32. IT Application Controls		38. Custo	omer Satisfaction
:-0	and IT	33. Human Resources		39. Data Security	
		34. IT Infrastructure/Business Continuity		40. Toll Discounts/Rebates	
, iletu		35. Cyber Security			
ΔĪΔ	Regulatory and	41. Contract Management		43. Reco	rds Management
$\overline{\Delta I \dot{\delta}}$	Compliance	42. Maintenance and Safety			

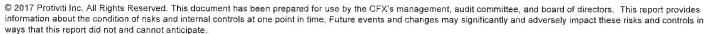


ENTERPRISE RISK MAP – RESIDUAL RISK



Strategic and Governance

Operations and IT





APPENDIX C OTHER POTENTIAL AUDITS

© 2017 Protiviti Inc. All Rights Reserved, This document has been prepared for use by the Expressway Authority's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.





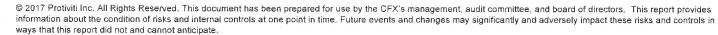
OTHER POTENTIAL AUDITS (1/4)

#	Project	Project Description	Risks	Estimated Cost
1	Toll Revenue Audit (Cyclical)	This audit will focus on cash toll collections and electronic tolling collections, with the objectives to review (1) controls exist to ensure revenue data captured at the point of origin is completely and accurately recorded to the financial statements, (2) physical safeguarding controls exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts/other reconciling activities), (3) controls in place around processing revenue adjustments to customer accounts are operating according to policy, and (4) appropriate monitoring and measurements are in place to review toll revenue. Additionally, IT general controls around supporting systems and information technology will be reviewed.	Toll Collections Cash Handling	\$75,000
2	Sensitive Data/Data Management Review (Cyclical)	The objectives of the project will be to identify if sensitive data is inappropriately stored in locations on the CFX network - in violation of company policy and leading practices. In addition, we will perform a high-level evaluation of the controls over the sensitive data repositories that are identified (if applicable) to determine if potential gaps exist.	Cyber Security Data Security	\$40,000
3	P-Card and Gas Card Audit (Cyclical)	The objective of the project will be to review P-card and Gas procurement expenditures to verify purchases are adequately supported and are for valid business purposes.	Cost Containment Fraud	\$20,000
4	Customer Service Center Performance Assessment (Cyclical)	Protiviti subject matter experts will conduct an audit of the contact center to follow-up on audits conducted during prior fiscal years. The audit will involve a deep-dive review of progress toward the implementation of each prior audit recommendation as well as a comparison of the center's performance against benchmarks and other leading practices through a review of existing data, silent observations of calls and statistical analysis to extrapolate results.	Back Office Consolidation Cost Containment Customer Satisfaction Public Relations	\$48,000
5	Public Records Review (Cyclical)	This review will focus on the Expressway Authority's records management processes and policies to comply with public records laws. Data retention surrounding electronic communications via email, mobile, and voice mail will also be reviewed to identify the technology needed to assist with capturing and retaining data from such communication. Additionally, we will review documentation retention schedules specific to document classification (different types must be kept for a different lengths of time) for consistency with rules established by the Florida Secretary of State.	Records Management	\$30,000



OTHER POTENTIAL AUDITS (2/4)

#	Project	Project Description	Risks	Estimated Cost
6	COSO 2013 Governance Review (Cyclical)	This audit will involve an evaluation of the Expressway Authority's governance procedures and internal controls leveraging the COSO2013 internal control framework and the new COSO ERM framework.	Governance Ethical Compliance	\$25,000
7	Bond Financing Review (Cyclical)	CFX has \$2.8B of bonds issued and outstanding with varying terms. As part of this project, we will perform a risk assessment of the financing process, a review of the policies (including policies to procure the financial advisor, underwriter, attorneys, and others involved in the financing process), and a review of the process to structure financing deals and manage existing portfolio risk. This project may also include a review of the process to monitor bond covenant compliance.	Bond Financing/Covenant Compliance	\$40,000
8	Right of Way Audit (Cyclical)	This audit will include a review of the processes and procedures in place to manage Right of Way land acquisitions and may include a review of legal counsel responsibilities, involvement of the ROW Committee, and internal controls around managing legal counsel and other third party costs and overall purchase price. The review may include a trending analysis of appraised cost values for recent purchases and a review of outliers.	Cost Containment Public Relations Records Management	\$30,000
9	Business Continuity Management Review (Cyclical)	This review will focus on how CFX manages Business Continuity, including IT Disaster Recovery plans and Crisis Management. The review will include an assessment of the documented plans as well as the foundational efforts that were performed to create them (such as a Business Impact Analysis).	Business Continuity	\$32,000
10	Purchasing Spend Data Audit (Cyclical)	This review will focus on a 100% interrogation of spending data over a three to five year history to identify opportunities for recovery such as vendor overpayments, unused vendor credits, etc. We will use proprietary tools to review the Expressway Authority's detailed spend data for areas of leakage and audit against contracts and other available information as red flags are identified. As a side benefit to any actual recoveries, we will also focus on identifying potential frauds, root causes and process improvement opportunities.	Cost Containment Fraud Procurement and Vendor Selection	\$35,000





OTHER POTENTIAL AUDITS (3/4)

#	Project	Project Description	Risks	Estimated Cost
11	Accounting System Access and Segregation of Duties Review (Cyclical)	The financial close and related accounting processes will be reviewed for appropriate segregation of duties among CFX personnel. Protiviti-developed tools will be leveraged to verify segregation for each key accounting cycle around the following: Physical custody of assets, adjustments to accounting records, approvals of accounting transactions, and review responsibilities. In addition, we will also review access rights within the Eden financial package to verify system access restrictions appropriately support segregation of duties and to identify segregation of duties conflicts within the system. We will recommend compensating monitoring controls to the extent necessary.	Financial Reporting Fraud	\$25,000
12	Human Resources Process Review (Cyclical)	During the Human Resource Process review, we will evaluate the Human Resource process, policies, procedures and related internal controls. The review may include recruiting and hiring; training; performance evaluations; performance, reward, and recognition; and employee terminations. The HR process and controls will be reviewed for compliance with policies and comparison to leading HR practices. Lastly, the succession planning strategy may be reviewed and compared to leading practices.	Human Resources Succession Planning	\$25,000
13	Social Media Process Review (One-Time)	This audit will encompass a review of the policies and procedures surrounding CFX social media use and communication, and comparing those policies and procedures to other business of similar complexity. The following areas will be reviewed: Develop and Communicate Strategy, Sustain Leadership, Promote Culture, Manage Community, Refresh Content and Programming, Enforce Policies and Governance, Deploy Tools, Measure and Report.	Public Relations Communication	\$30,000
14	Customer Service Management and Lane Scheduling Review (One- Time)	This project will entail a review of the process and technology in place to manage the scheduling of toll collectors on the system, lane management, and use of traffic studies to drive scheduling by URS/AECOM in relation to customer service impact.	Customer Satisfaction	\$40,000
15	ISO 27001 Information Security Review (One-Time)	This review will compare the Expressway Authority's information security practices and procedures to the ISO 27001 framework. This framework is widely recognized as the benchmark for assessing/creating overall information security programs.	Cyber Security Data Security	\$45,000



OTHER POTENTIAL AUDITS (4/4)

#	Project	Project Description	Risks	Estimated Cost
16	IT Service Management Review (One-Time)	This review will focus on IT operational effectiveness and entail the following: (1) Processes for receiving, responding to and prioritizing requests for work; (2) Program and project management procedures and governance entities; (3) Review of overall roles and responsibilities for alignment with technology strategy and business objectives; (4) Review of IT service management procedures (potentially using ITIL); (5) Analyze the procedures for communication and transparency of IT projects and effectiveness; (6) Compare with leading practices, evaluate maturity, and provide specific recommendations for effectiveness/ efficiency.	IT Infrastructure IT Applications Strategic Planning Communication	\$50,000



Face the Future with Confidence

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by the Expressway Authority's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.





CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Joseph L. Passiatore, General Counsel

DATE:

June 22, 2017

SUBJECT:

Florida Department of Environmental Protection's ("DEP") Request to

Terminate Lease on Neighborhood Lakes Property

REQUESTED ACTION:

Approval of Amendment No. 2 and Partial Termination and Release of Lease Agreement Neighborhood Lakes Property Orange and Lake Counties, Florida.

BACKGROUND:

The Division of Recreation and Parks for the Florida Department of Environmental Protection has requested CFX's approval of the above referenced Amendment No. 2 terminating the Lease Agreement.

In 2007, pursuant to the provisions of the Wekiva Parkway and Protection Act, Chapter 369, Part III, Florida Statutes (the "Wekiva Parkway Act"), the Authority, the Board of Trustees of the Internal Improvement Trust Fund, the St. Johns River Water Management District, Orange County and Lake County purchased the Neighborhood Lakes property consisting of approximately 1,585 acres of land located in north Orange and Lake County in the Wekiva River Study Area for right of way for development of the Wekiva Parkway and for conservation lands.

Parcel 4 of the property consisted of 522 acres and was placed in sole ownership of the Authority. Because the exact alignment of the Parkway was unknown to the parties at the time of purchase, the decision was made to lease the property to the State DEP and Division of Recreation and Parks until such time as the alignment was finalized and work was begun, see attached Lease Agreement dated March 13, 2009. Amendment No. 1 previously terminated the Lease as to the conservation lands which were deeded to the Trustees in 2009 when the alignment was sufficiently set.



CFX Board Members June 22, 2017 Page 2

The remaining 158.4 acres remained in Authority ownership until 2014 when the property was conveyed to the Florida Department of Transportation ("FDOT") for Eighteen Million Two Hundred Thousand One Hundred and Eight Dollars and Nineteen Cents (\$18,200,108.19). FDOT has now completed construction of those sections of the Parkway which utilize the Neighborhood Lakes property.

RECOMMENDATION:

The Authority's involvement as acquisition agent and part owner of the Neighborhood Lakes property has come to a close. Our office recommends approval of Amendment No. 2 terminating the lease on Parcel 4 of the Neighborhood Lakes property.

JLP/ml

Attachment: Original March 13, 2009 Lease

Amendment No. 1

Proposed Amendment No. 2

AMENDMENT NUMBER TWO AND PARTIAL TERMINATION AND RELEASE OF LEASE AGREEMENT NEIGHBORHOOD LAKES PROPERTY ORANGE AND LAKE COUNTIES, FLORIDA

THIS AMENDMENT NUMBER TWO AND PARTIAL TERMINATION AND RELEASE OF LEASE AGREEMENT ("Amendment") is made this ______ day of _____, 2017, by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is P.O. Box 1429, Palatka, Florida, 32178-1429 ("the District"), ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is 201 S Rosalind Ave., 5th Floor, Orlando, FL 32801 ("Orange County"), the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), as successor in interest to the Orlando-Orange County Expressway Authority, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, a public body of the State of Florida, whose mailing address is 3900 Commonwealth Blvd., Mail Station 525, Tallahassee, Florida, 32399-3000 ("DRP") (collectively the "Parties").

WITNESSETH

WHEREAS, the Parties entered into a lease agreement ("Agreement") dated March 13, 2009, providing various rights and responsibilities for the Parties in relation to various parcels of land known collectively as the Neighborhood Lakes Property.

WHEREAS, in the Agreement lands owned by the Orlando-Orange County Expressway Authority ("OOCEA" n/k/a CFX) located in Orange and Lake Counties and identified in the Agreement as Parcel 4 were leased to DRP.

WHEREAS, the Agreement provided that DRP's leasehold interest in a portion of Parcel 4 that would not be needed for the right-of-way of Wekiva Parkway would terminate upon conveyance of that portion of Parcel 4 to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

WHEREAS, on March 25, 2009, the above-referenced conveyance took place and the Agreement was amended to release that portion of Parcel 4 from the Agreement.

WHEREAS, the Agreement further provided that DRP's leasehold interest in the remaining portion of Parcel 4 that would be needed for the right-of-way of Wekiva Parkway would terminate upon commencement of construction of Wekiva Parkway.

WHEREAS, the Agreement further provided that upon commencement of construction of Wekiva Parkway the Agreement would be amended to reflect that OOCEA was no longer a party to the Agreement and that DRP no longer retained any leasehold interest in the remaining portion of Parcel 4.

WHEREAS, construction on the Wekiva Parkway has begun.

WHEREAS, CFX is the successor-in-interest to the OOCEA and has assumed all of OOCEA's rights and liabilities under any contracts executed by OOCEA.

NOW THEREFORE, the Parties hereby agree as follows:

- 1. DRP's leasehold interest in the property described in Exhibit "A" is terminated and the property described in Exhibit "A" is hereby released from the Agreement.
- 2. CFX is no longer a party to the Agreement and is no longer bound by its terms and conditions.
- 3. Except as modified, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

[Remainder of page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the day and year first above written.

Witnesses:	DISTRICT
Signature	By: Ann B. Shortelle, Ph.D., Executive Director
Printed Name	
Signature	
Printed Name	
STATE OF FLORIDA COUNTY OF	
2017, by Ann B. Shortelle, Ph.D., as	owledged before me this day of, Executive Director of the St. Johns River Water ne water management district. She is personally
	Notary Public, State of Florida
	Printed/Typed/Stamped Name
	Commission Number:
	Commission Expires:

Witnesses:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY, successor in interest to Orlando-Orange County Expressway Authority
Signature	By: Laura Kelley, Executive Director
Printed Name	FOR RELIANCE BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY ONLY,
Signature	APPROVED AS TO FORM BY:
Printed Name	
STATE OF FLORIDA COUNTY OF ORANGE	
2017, by Laura Kelley, as Executive I	wledged before me this day of Director of the Central Florida Expressway y authority. She is personally known to me.
	Notary Public, State of Florida
	Printed/Typed/Stamped Name
	Commission Number:
	Commission Expires:

county and political subdivision of the State of Florida By its Board of County Commissioners Signature Teresa Jacobs, Mayor Printed Name ATTEST: Martha O. Haynie **Orange County Comptroller** as Clerk to the Board of County Commissioners Signature By::_ Deputy Clerk Printed Name Printed Name STATE OF FLORIDA **COUNTY OF ORANGE** The foregoing instrument was acknowledged before me this _____ day of _ 2017, by Teresa Jacobs, Mayor of Orange County, Florida, a political subdivision of the State of Florida, on behalf of the Orange County Board of County Commissioners. She is personally known to me. Notary Public, State of Florida Printed/Typed/Stamped Name Commission Number:_____ Commission Expires:_____

ORANGE COUNTY, FLORIDA, a charter

Witnesses:	STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS
Signature Printed Name	By: Steven A. Cutshaw Environmental Administrator Office of Park Planning
Signature	
Printed Name	
STATE OF FLORIDA COUNTY OF ORANGE	
2017, by Steven Cutshaw, Environmer	ledged before me this day of ntal Administrator, Office of Park Planning, on d Parks, State of Florida Department of nally known to me.
	Notary Public, State of Florida
	Printed/Typed/Stamped Name
	Commission Number:
	Commission Expires:

Exhibit "A"

WEKIVA PARKWAY/OOCEA RIGHT OF WAY

A portion of that certain parcel of land described in Official Records Book 9147, Page 1851, Public Records of Orange County, Florida, being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book B, Page 27 of said Public Records, being more particularly described as follows:

Commence at a 4" by 4" concrete monument stamped "ORANGE COUNTY" 4, 5. 32, 33 at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57 59 E, along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53 21 E. for 3869.49 feet; thence N.17°30 00 E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00 00, for 3518.58 feet to the point of tangency; thence N.38°30 00 E. for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of eaid curve, having a radius of 227.85 feet, through a central angle of 89°26 12, for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00 00, for 1191.19 feet to the point of tangency; thence N.89°56 05 W. for 311.74 feet to the East line of that certain parcel conveyed to the Florida Society for Crippled Children and Adults, Inc.; thence N.00°10 13 E. along said East line, for 131.00 feet to the South rightof-way line of State Road 46; thence S.89°56 05 E. along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line 5.00°07 08 W. for 350.11 feet to a point on non-tangent curve concave Southeasterly; Thence Southwesterly along the arc of said curve, having a radius of 4436.00 feet and a chord bearing of $5.50^{\circ}14$ 29 W., through a central angle of $07^{\circ}54$ 11 , for 611.87 feet to the point of tangency; thence \$.46°17 24 W. for 69.64 feet to a point on aforementioned line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line N.88°51 10 W. for 20.43 feet; thence along said line 5.00°05 59 W. for 19.96 feet; thence departing said line S.46°17 24 W. for 253.77 feet; thence S.53°00 35 W. for 913,85 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 4460.00 feet, through a central angle of 11.º18 45, for 880.58 feet; thence S.48°18 46 E. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6330.51 feet and a chord bearing of S.37°36 12 W., through a central angle of 06°51 39 , for 758.03 feet to a point on a non-tangent curve concave Southeasterly; Southwesterly along the arc of said curve, having a radius of 6345,49 feet and a chord bearing of S.26°09 15 W., through a central angle of 07°18 21 , for 809.10 feet; thence N.67°29 55 W. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the ard of said curve, having a radius of 6695.49 feet and a chord bearing of \$.20°11 43 W., through a central angle of 04°36 44 , for 538.99 feet to the point of tangency; thence

Wekiva-Ocala Greenway Wekiva Parkway/OOCEA Right of Way Page 1 of 2

BSM APPROVED
BY SK
DATE 3.06.09

S.17°53 21 W., for 897.86 feet; thence S.72°06 39 E., for 20.00 feet; thence S.17°53 21 W., for 869.96 feet; thence S.72°06 39 E., for 500.00 feet; thence 8.17°53 21 W., for 1200.00 feet; thence N.72°06 39 W., for 500.00 feet; thence S.17°53 21 W., for 350.00 feet; thence N.72°06 39 W., for 50.00 feet; thence 8.17°53 21 W., for 860.00 feet; thence S.72°06 39 E., for 680.00 feet; thence S.17°53 21 W., for 550.00 feet; thence N.72°06 39 W., for 650.00 feet; thence S.17°53 21 W., for 2257.95 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 3999.72 feet, through a central angle of 41°19 58, for 2985.37 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435), said point also being on a non-tangent curve concave Westerly; thence Northerly along said line and along arc of said curve, having a radius of 1499.16 feet and a chord bearing of N.15°47 57 W., through a central angle of 14°53 20 , for 389.57 feet to the point of tangency; thence N.23°14 37 W. along said line for 338.13 feet; thence N.22°54 25 W. along said line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58 12 E., through a central angle of $50^{\circ}09$ 42 , for 3212.79 feet to the point of tangency; thence N.17°53 21 E. for 15.33 feet to the POINT OF BEGINNING.

Wekiva-Ocala Greenway Wekiva Parkway/OUCEA Right of Way Page 2 of 2



APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

LEASE AGREEMENT

FEB 0 3 2009 NP/SS NEIGHBORHOOD LAKES PROPERTY
ORANGE AND LAKE COUNTIES, FLORIDA

WITNESSETH:

WHEREAS, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TIITF"), OOCEA, the District, Lake County, and Orange County have acquired certain lands located in Orange and Lake Counties, Florida, known as the Neighborhood Lakes Property, as depicted on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, the Neighborhood Lakes Property contains a total of approximately 1,584.2 acres and is divided into seven parcels proportionate in acreage to the contribution paid by each Lessor ("Parcel 1", "Parcel 2", "Parcel 3", "Parcel 4", "Parcel 5", "Parcel 6", and "Parcel 7").

WHEREAS, Parcel 5 and Parcel 6 and Parcel 7 will be managed by Lessee in a separate lease with TIITF as part of Wekiwa Springs State Park and Parcel 3 will be managed by Lake County under a separate agreement between the District and Lake County; and

WHEREAS, Parcel 4 is currently 522.067 acres and is located in Lake and Orange Counties south of State Road 46 and west of Wekiwa Springs State Park, as depicted on Exhibit "B", attached hereto and by this reference made a part hereof. It is 100% owned by OOCEA. The boundary of Parcel 4 is subject to change. The right-of-way for the Wekiva Parkway (the "Parkway"), being approximately 158.4 acres, will be removed from Parcel 4, leaving a remainder parcel of approximately 363.6 acres, which will be conveyed by OOCEA to TIITF in accordance with the Option Agreement for Sale and Purchase of the Property entered into by the parties on December 7, 2006 (the "Option Agreement"), a copy of which is attached hereto as Exhibit "C", and by this reference made a part hereof. OOCEA's participation in this Agreement will become null and void upon commencement of construction of the Parkway, as provided in Paragraph 4.g. below.

WHEREAS, Parcel 1 is approximately 82.72 acres and Parcel 2 is approximately 233.05;

together they form a 315.77-acre property located in Orange County east of County Road 435 and south of the Orange County line, as depicted on Exhibit "B", which is co-owned by the District (an undivided 38% interest) and Orange County (an undivided 62% interest); and

WHEREAS, Parcel 1, Parcel 2 and Parcel 4 are hereinafter referred to as the "Property" or the "Leased Premises"; and

WHEREAS, the Neighborhood Lakes Property was purchased for right-of-way for the Parkway and for the purpose of protecting natural and cultural resources, as well as the surface water and ground water resources of Lake, Orange, and Seminole Counties, including recharge within the springshed that provides for the Wekiva River system, consistent with section 369.317, Florida Statutes; and

WHEREAS, the parties recognize that, in addition to transportation needs and water resource protection purposes, the Property has potential for public outdoor parks recreation that is compatible with protection and conservation of resources if properly managed; and

WHEREAS, Lessors desire that the Lessee manage the Property as part of the state park system for recreation and conservation, consistent with sections 258.001-258.157, 373.1391 and 373.1401, Florida Statutes, as amended; and

WHEREAS, Lessee desires to manage the Property consistent with the purpose for which the Property was acquired and based on sound ecological principles; and

WHEREAS, Lessee and Lessors recognize the value of close cooperation and mutual support in providing for public use and enjoyment of the Property; and

WHEREAS, the Lessors have determined that this Lease is in the public interest.

NOW, THEREFORE, in consideration of the aforesaid premises, Lessee and Lessors hereby agree as follows:

1. Lessors hereby lease the Property to Lessee for the purposes stated herein, subject to the rights reserved herein. During the term of this Agreement, Lessee shall act as the lead management entity for the Property to provide for the conservation, protection, management, and enhancement of natural and cultural resources on the Property and for public recreation within the Property, along with the other uses provided for herein, all as provided in the Land Management Plan, which shall be developed by all parties hereto as provided in paragraphs 8 and 9, below (the "Plan"). Throughout the term of this Agreement, Lessee shall manage the Property as part of the state park system for recreation and conservation, subject to the conditions provided herein. Lessee shall not be responsible for clearing any title defect and cleaning up any environmental contamination related to any of the Lessor's respective parcels that occurred prior to execution of this Agreement or is directly caused by any of Lessor's activities on the Property after the execution of this Agreement. Nothing herein shall be deemed to impose any cost, liability or expense on any party unless specifically agreed to in writing

in advance by such party, or except as provided herein. Lessee shall be responsible for the day-to-day cost of operation and maintenance of the Property, including, but not limited to, mowing, trash pick up, security, public access management, prescribed burning, fencing and recreation, except as provided in Paragraphs 4 and 5 below. The parties shall work in good faith in an effort to find funding opportunities for restoration projects and capital projects on the Property as identified in the Plan. Restoration projects include replanting or other projects not specific to day-to-day operation and maintenance.

- 2. The effective date of this Agreement shall mean the date when the last of the parties has executed this Agreement, which date shall be inserted at the top of the first page hereof (the "Effective Date"). Unless earlier terminated as provided herein, the term of this Agreement is for a period of ten (10) years, commencing on the Effective Date. This Agreement shall thereafter be automatically renewed in twenty (20) year increments, unless terminated as provided herein.
- 3. If additional parcels that adjoin the boundaries of the Property are acquired by any of the parties, each such additional parcel may be incorporated within the Leased Premises upon approval in writing by the parties.
- 4. Regarding Parcel 4: The OOCEA parcel (Parcel 4) will be managed by Lessee under certain terms as stated below:
 - a. Lessee shall manage and maintain this parcel mainly by picking up trash, mowing and providing security until the date specified in writing by OOCEA for construction to begin on the Parkway.
 - b. OOCEA shall provide all parties with a legal description and sketch of legal description prepared by a Florida licensed surveyor describing and depicting the right-of-way of the planned Parkway promptly after same is obtained by OOCEA.
 - c. In accordance with Paragraph 9 of the Option Agreement, OOCEA shall deliver the deed(s) to any portion of Parcel 4 lying outside the right-of-way of the Parkway to TIITF.
 - d. OOCEA shall provide for interchange access to and from the Parkway and across Parcel 4 under the Parkway for management purposes in the manner as set forth in Paragraph 1(b) of the Option Agreement and in accordance with the planning and design for the Parkway.
 - e. Lessee shall not disturb Parcel 4 nor place any improvements thereon and shall not plant any vegetation or relocate gopher tortoises onto Parcel 4.
 - f. After the Parkway right-of-way lines are established by OOCEA, then OOCEA shall be responsible for fencing at the right-of-way lines of the Parkway on or prior to construction.
 - g. OOCEA's participation in this Agreement will become null and void upon the date of commencement of construction, as specified in written notice from OOCEA to Lessee, on which date Lessee's leasehold interest in the Parkway

portion of Parcel 4 shall automatically terminate. This Agreement will be amended to evidence removal of OOCEA from this Agreement and the termination of Lessee's leasehold estate in the Parkway portion of Parcel 4.

- 5. Orange County and/or the District, with prior consultation and consent of all parties, may at any time commence management or ecological restoration activities on Parcels 1 and/or 2 prior to approval of the Plan, to the extent such activities relate to gopher tortoise management or generally to ecological restoration work. Lessee expressly provides Orange County with right of entry for these activities, which may include, without limitation, investigating, preparing and managing appropriate areas as gopher tortoise recipient sites, as well as ecological restoration work. Lessee shall, at all times, provide to Orange County and the District access to Parcel 1 and Parcel 2 from other portions of the Neighborhood Lakes Property.
- 6. Prior to the approval of the Plan as provided herein, Lessee shall have approval from all parties to enter and utilize the Property, conduct biological inventory on the Property, monitor the Property, conduct prescribed burning, install boundary fencing, post the boundary, install signage, and enter into cattle leases, subject to the terms and conditions referenced in paragraph 11, herein.
- Within two (2) years of the Effective Date, Lessee shall develop a final draft Plan for the Property and provide to all Lessors. Each Lessor shall have sixty (60) days from the date of receipt of the final draft Plan to review the Plan and provide written comments to Lessee as to the parcel(s) owned by that Lessor. Each Lessor shall have forty five (45) days from the date the parties resolve all issues raised by written comment to approve the Plan as to parcel(s) owned by that Lessor. The final Plan shall be subject to the approval of all parties.

8. The Plan shall:

- a. Include strategies for forest, ecological and fire management, long-term management, public recreational uses, cultural resources management, access and use of existing roads, and establishment of environmental education programs.
- b. Include a maintenance/control plan for invasive/exotic species that specifically addresses tropical soda apple control in areas licensed for cattle.
- c. Include development of a north-south trail system to link to the existing Orange County trail systems.
- d. Subject to Paragraph 4.e., above, include habitat restoration for the enhancement of gopher tortoise habitat in an attempt to increase the gopher tortoise population, if deemed appropriate, as identified by studies conducted by Orange County. The parties anticipate that all matters relative to gopher tortoise relocation, including distribution of revenues, will be dealt with under a separate agreement among the

- parties hereto expected to be executed prior to initiation of gopher tortoise relocation.
- e. Provide for the cooperation of Lessee and Lessors to incorporate legal and physical access under the Parkway in order to aid in land management activities, wildlife corridors, and public recreation; provided that the ultimate location and configuration of such access shall be at OOCEA's sole discretion. Except for such access points agreed to by OOCEA, the Parkway shall be a limited-access roadway and the Property shall have no access to or from the Parkway.
- f. Be amended at any time by written consent of Lessee and each party whose property interest is affected by such amendment.
- 9. Any use or development of the Property shall be subject to the following minimum conditions and guidelines:
 - a. The function and condition of the Property with respect to the management of water and other natural resources, water supply, and the conservation and protection of water resources shall be maintained in its present condition or enhanced.
 - b. The Property shall be managed for compatible uses, including fire management, and public resource-based educational and recreational purposes (i.e., dependent on existing elements of the natural environment), which may include hiking, wildlife viewing, picnicking, nature study, jogging, equestrian activities and other related resource-based outdoor recreation activities as set forth in the Plan. Except for the access corridors specified in Paragraph 4.d, above, the Plan shall minimize, to the extent possible, use of Parcel 4 for recreational purposes. Except for the access corridors specified in Paragraph 4.d above, no such use shall be deemed to create any easement or perpetual rights in the public to access or utilize Parcel 4. Hunting shall not be allowed or permitted on any portion of the Property, except for the removal of feral hogs by special use authorization or license or by the United States Department of Agriculture.
 - c. Educational and recreational activities planned or conducted on the Property shall be resource-based and the development of recreational facilities shall be restricted to those stated in this Agreement and set forth in the Plan.
 - d. The District may engage in construction or other activities necessary for water management purposes on the Property owned by the District if such activities are expressly provided for in the Plan or otherwise consistent with the Plan. If not provided for in the Plan, the District shall consult with Lessee and the affected joint owner before engaging in any such activity.
 - e. Lessee may harvest wiregrass seed and seed of other species from the Property. The Lessor(s) and other public agencies may harvest wiregrass seed and seed of

- other species from their ownership interest in the Property with forty five (45) days prior written notice to Lessee.
- f. All educational and recreational uses and other activities on Parcels 1 and 2 shall be consistent with the water management purposes of the District as provided in Chapter 373, Florida Statutes, to manage the water resources.
- g. There shall be no facilities on the Property, except those on Parcel 4 deemed by OOCEA to be necessary for the planning, design, construction and operation of the Parkway and those directly related to operation and maintenance of the Property for conservation, public recreation, and environmental education purposes as set forth in the Plan, or as constructed by the District for water management purposes, as set forth in the Plan. The Lessee shall grant the Lessors uninhibited access at all times for maintenance and use purposes to facilities currently owned by the Lessors and those which are hereafter constructed or installed upon the Property.
- h. The use of the Property shall be subject to all covenants and restrictions contained in the vesting deeds for the Property, including those prohibiting the excavation of any dirt on the Property for commercial purposes; provided, however, that the foregoing restriction shall not prohibit the excavation and movement of dirt from Parcel 1 that is required solely for the limited use of the construction of the segment of the Parkway to be built on the Property; nor the limited excavation that may be needed by the state for roads, structures and other incidental uses connected with management of the Property owned by TIITF. Dirt excavated from the Property shall not be made available for any other use by any person or entity, including, but not limited to, the State of Florida or any governmental or quasi-governmental agency, for any purpose, including, but not limited to, other segments of the Parkway, and that specifically no sale of excavated material from the Property shall be allowed.
- i. Notwithstanding anything contained in this Agreement, the Plan shall provide that no use of the Property shall prohibit or interfere with the use of Parcel 4 for the planning, design, pre-construction, construction or operation of the Parkway and that the planning, design, pre-construction and operation of the Parkway on Parcel 4 shall not be deemed to interfere with or prohibit any other use contemplated under the Plan.
- 10. Upon request, Lessors shall assist Lessee with fire management on each of Lessor's parcel(s) to the extent each Lessor has the capability to provide such assistance. Nothing herein shall be deemed to render any Lessor liable for any such fire management activities, nor for any costs or liabilities arising from any fire or any fire management or firefighting activities on the Property unless specifically agreed to in writing in advance.
- 11. Lessee is authorized to sublease or license the Property for cattle grazing, subject to the limitations set forth herein. Lessee shall ensure that any sublease or license of the

Property for cattle grazing shall provide that it is subordinate to the terms of this Agreement, and that in the event this Agreement is terminated for any reason, said sublease or license shall simultaneously terminate at the option of any owner of a parcel for which this Agreement is terminated. Lessee shall ensure that any sublease or license provides that: (1) the sublessee or licensee ("User") is responsible for payment of any and all taxes that are assessed against the Property as a result of the sublease or license; (2) the User shall maintain general liability insurance coverage in an amount and with an insurer reasonably acceptable to Lessor; (3) the User shall name Lessor as an additional insured; (4) such coverage shall not be cancelled without 30 days advance notice to Lessor, and (5) that User shall indemnify Lessor for any and all claims, suits, fines, expenses, fees, and damages that arise from the User's or User's invitees, guests, agents, employees use of or presence on the Property, and that such indemnification shall survive the term of the sublease or license. Lessee shall adhere to the substantive requirements of Lessee for authorizations and shall establish the procedural aspects for such authorizations to ensure a public bidding process for subleases and licenses. Not less than forty-five (45) days prior to Lessee advertising the Property or any portion thereof for sublease or license, Lessee shall notify Lessor(s) of the parcel of its intention to sublease or license the Property, describing the area to be subleased or licensed, and provide the form of sublease or license to be executed. Lessor(s) of the affected parcel(s) shall have 30 days from receipt of notification and document form from Lessee to object to the sublease or license. Each sublease or license is subject to the approval of the owner(s) of the affected parcel(s). However, in the event Lessor(s) fail to object within 30 days, the sublease or license shall be deemed approved. Responsibilities of the Lessee for cattle subleases or licenses include the following:

- a. Advertise, interview and select a User for the Property according to Lessee's cattle leasing process and procedures.
- b. Monitor the ongoing cattle grazing operation for compliance with the terms of the sublease or license.
- c. Maintain an inspection schedule for the identification of tropical soda apple.
- d. Coordinate with the User on the proper procedures for the quarantine of cattle for tropical soda apple control.
- e. Ensure implementation of best management practices for the cattle operation by the User.
- f. Monitor cattle stocking rates and grazing impacts to the natural communities, range and improved pastures.
- g. If this Agreement is terminated by any of the parties, the cattle lease on the affected parcel will be terminated, at the option of the affected parties, on the Effective Date this Agreement is terminated.

- h. Any lease of Parcel 4 shall provide that such lease shall be terminable upon thirty (30) days' written notice and not later than five (5) days prior to the date specified by OOCEA for commencement of construction of the Parkway pursuant to paragraph 4 hereinabove.
- 12. Lessee shall use its best efforts to utilize the revenues generated on the Property by Lessee through compatible ecological management, including, but not limited to, cattle leasing and the sale of timber, for the benefit of the Property to implement approved activities on the Property to the extent allowable under existing laws and policies, including section 258.014, Florida Statutes, and consistent with the Plan. Within 90 days after the conclusion of Lessee's fiscal year, or by September 30, Lessee shall provide Lessors with an annual account of the revenues generated specifically from the Property. including, but not limited to, cattle leasing and the sale of timber, and the expenditures on the Property for the previous year. At least forty five (45) days prior to the beginning of Lessee's fiscal year, or by May 15, Lessee shall identify annually the locations of timber to be harvested on the Property for Lessee's upcoming fiscal year. All timber harvest areas shall be in accordance with the Plan and subject to the prior written approval by the Lessors of the affected parcels. Lessee shall provide written notification to the Lessor(s) of the affected parcel(s) of its intention to sell such timber not less than forty five (45) days prior to advertising the timber sale, including the form of the sale documents to be executed. Lessor(s) of the affected parcel(s) shall have thirty (30) days from receipt of the notification and sale documents from Lessee to object to the proposed sale. Failure to object within said time period shall be deemed approval. In the event of objection by the affected Lessor(s), the sale in the proposed area shall not occur.
- 13. Any structures, improvements and facilities constructed or placed upon the Property by Lessee shall be at the sole cost and liability of Lessee, and shall be identified in the Plan. Lessee shall not be liable for damage to structures, improvements and facilities constructed by Lessors, unless caused by Lessee, its officers, employees, agents, guests, invitees, contractors or their subcontractors or anyone for whom they are responsible, or unless attributable to Lessee's failure to properly maintain the Property.
- 14. Resolution of any boundary discrepancy or dispute with respect to the Property is the responsibility of Lessor(s) of that parcel.
- 15. Nothing contained herein or in the Plan shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of any of Lessors as it now or hereafter exists under applicable laws, rules and regulations. The party responsible for initiating a project on the Property shall be responsible for obtaining, at its expense, any and all permits that may be required by any federal, state, regional, municipal, or other governmental entity, including Lessors.
- 16. Each party shall pay all lawful debts incurred by that party with respect to the Property and shall satisfy all lawful and properly established liens of contractors, subcontractors, mechanics, laborers, and materialmen with respect to any construction, alteration, repair, or improvements in or on the Property authorized by such party, its agents or employees. Each party shall be responsible for its own legal costs and charges, including reasonable

attorney's fees, including those on appeal, in any suit involving any claim, lien, judgment or encumbrance suffered by that party as a result of the use or occupancy of the Property or any part thereof by such party, its agents or employees. Lessee shall assume all risks and liability associated with the construction, maintenance and use of the Leased Premises. Nothing in this Agreement shall be construed as an indemnity prohibited by, or a waiver of sovereign immunity enjoyed by Lessee or Lessors beyond that provided in section 768.28, Florida Statues, as amended from time to time, or any other law providing limitations on claims. Except as may be limited by the provisions of sections 375.251 and 373.1395, Florida Statutes, Lessors shall be responsible for any and all claims for personal injury or property damage only to the extent same directly arise from Lessors' negligent use of the Property. Lessors and Lessee agree that nothing contained herein shall be construed or interpreted as a waiver of limitations of liability provided in sections 375.251 and 373.1395, Florida Statutes.

- 17. No party shall use or permit the Property to be used in violation of any present or future law, ordinance, rule or regulation of any governmental authority at any time relating to sanitation or the public health, safety or welfare.
- 18. Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes, regarding archaeological and historical sites. The collection of artifacts or the disturbance of archaeological and historical sites on stateowned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.
- 19. In the event Orange County seeks to amend its comprehensive plan to assign any portion of the Property a future land use classification of either conservation or other appropriate classification and/or rezone any portion of the Property to a corresponding classification, the County shall notify the other parties not less than 30 days prior to the first reading of any such proposed action and the parties shall consult in good faith if there is any disagreement or concern as to the proposed action. Nothing in this Agreement shall be construed as a limitation on the right of the parties to pursue their legal remedies as landowner and lessee to object to and oppose any such action. Nor shall this Agreement be construed as any limitation on Orange County's ability to exercise its governmental authority regarding land use planning and zoning.
- 20. Lessee may enter into agreements with third parties to develop and implement the Plan or to subcontract day-to-day management responsibilities upon the Property to private consultants or contractors, environmental, educational or governmental organizations and agencies consistent with the Plan; provided however, that any such third party agreements shall be subject to the prior written approval of the Lessor(s) of the affected parcel(s), which shall not be unreasonably withheld, and such third parties shall agree to comply with the terms and conditions of this Agreement. Any such agreements necessary for routine maintenance or previously agreed upon minor improvement of the Property shall not require Lessors' written approval. All concessionaires, organizations and agencies shall be required to obtain from an insurance company licensed in the State of Florida and acceptable to Lessors of the affected parcel(s), liability or indemnity

insurance providing for mutually acceptable minimum limits per person in any one claim, and aggregate limits for any number of persons or claims arising from any one incident and with respect to bodily injuries or death resulting from, and for damage to property suffered or alleged to have been suffered by any person or persons resulting from operations under any agreement between either party and its concessionaires or organizations. Lessee shall ensure that Lessors shall be named as additional insureds for any such policies.

- The parties and any other governmental entities involved in management-related activities on the Property shall, throughout the term of this Agreement, maintain in force a program of insurance or self-insurance covering their liabilities as prescribed by section 768.28, Florida Statutes. The District's liability may be further limited by recreational use immunity set forth in section 373.1395, Florida Statutes, and nothing in this Agreement shall be construed as a limitation upon the District's right to assert such immunity. It is the intention of the District and Lessee that in the event Lessee seeks to charge a fee for the use of the Property, the District shall be entitled to recreational use immunity pursuant to section 373.1395(3), Florida Statutes. In such event, Lessee, as a state agency, may assert any immunity it may have as to public recreational use of state lands under Florida law. Nothing herein shall be deemed a waiver by OOCEA of the provisions of section 348.0008, Florida Statutes, or section 348.759, Florida Statutes.
- 22. During the term of this Agreement, Lessee, to the extent allowed by law, shall pay all taxes (including, but not limited to, intangible personal property taxes and ad valorem taxes) that may be lawfully levied or assessed against the Property or Lessee's improvements and personal property. Lessors shall work in good faith in an effort to cancel taxes levied or assessed against the Property or Lessee's improvements and personal property. Lessee may, at its own expense and in its own name and behalf or in the name and behalf of another party, contest any such taxes. Lessors shall cooperate fully with Lessee in any such contest. Lessee shall cause any third party management agreements to include a provision passing on the responsibility for payment of such taxes to third-party lessees or users, in which event Lessee shall monitor the third-party lessee or user to ensure that such taxes have been paid.
- 23. Any party may terminate its participation in this Agreement as to one or more parcels with or without cause by giving ninety (90) days notice to the other parties in writing of its intent to do-so. With regard to jointly owned parcels, any co-owner's termination of this Agreement shall simultaneously terminate this Agreement as to all owners of the jointly owned parcel, thereby resulting in withdrawal of the jointly owned parcel from this Agreement. If the joint owners agree upon termination, they shall thereupon work in good faith to obtain a mutually acceptable substitute manager for the jointly owned parcel, who will assume the role of Lessee with respect to the jointly owned parcel under a new lease that will be in accordance with the same terms and conditions contained in this Agreement. If the joint owners do not agree upon termination, the terminating joint owner shall assume the duties of Lessee and shall manage the jointly owned parcel in accordance with the same terms and conditions contained in this Agreement until the joint owners agree upon a substitute land manager to perform the functions of Lessee

hereunder, or until the time the term of this Agreement would otherwise have expired, whichever is sooner. In such event, the non-terminating joint owner shall not unreasonably withhold its consent to entering into a lease with the new land manager that is in accordance with the same terms and conditions contained in this Agreement. Termination by any party shall not affect the viability of this Agreement with respect to parcels where this Agreement has not been terminated and/or parties whose participation has not been terminated.

24. All notices, consents, approvals, waivers and elections under this Agreement shall be in writing and shall be deemed to have been given and received on the date of the mailing, delivery or transmission thereof when given by: (i) certified mail, postage prepaid, return receipt requested, or (ii) hand delivery to the named individuals below, or (iii) private parcel delivery services or (iv) facsimile transmission for which a receipt is provided to the notifying party. Notices shall be addressed as follows to the parties listed below or to such other address as any party hereto shall designate by like notice given to the other party:

District:

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

P.O. BOX 1429

PALATKA, FL 32178-1429 ATTENTION: DIRECTOR

DIVISION OF LAND MANAGEMENT

Fax: (386) 329-4848

Orange County:

ORANGE COUNTY

REAL ESTATE MANAGEMENT DIVISION

PO BOX 1393

ORLANDO, FL 32802 ATTENTION: MANAGER

and

ORANGE COUNTY

ENVIRONMENTAL PROTECTION DIVISION

PO BOX 1393

ORLANDO, FL 32802 ATTENTION: MANAGER

OOCEA:

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

4974 TOWER ROAD ORLANDO, FL 32807 MAILING ADDRESS: P.O. BOX 140396 ORLANDO, FL 32814 Lessee:

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL

PROTECTION

DIVISION OF RECREATION AND PARKS

OFFICE OF PARK PLANNING

MARJORY STONEMAN DOUGLAS BUILDING

3900 COMMONWEALTH BLVD., MAIL STATION 525

TALLAHASSEE, FLORIDA 32399-3000

ATTENTION: CHIEF

With copy to:

WEKIWA SPRINGS STATE PARK

1800 WEKIWA CIRCLE APOPKA, FL, FL 32712

ATTENTION: PARK MANAGER

- As to the property interests of the District, this Agreement is being entered into to promote interagency coordination in management of District lands and to gain increased management efficiency and protection for the natural resources and is being executed pursuant to District Policy 90-16 Cooperative Agreements. Nothing herein shall be construed to alter or diminish any local government's independent ownership regarding, and police power rights to regulate, the Property.
- Any references herein to the parties include the named party, its officers, employees, successors and assigns.
- 27. This Agreement constitutes the entire agreement of the parties. There are no understandings dealing with the subject matter hereof other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties or their authorized representatives.
- 28. This Agreement shall be construed and interpreted according to the laws of the State of Florida. It shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties have contributed substantially and materially to the preparation hereof.
- 29. LESSEE'S AND LESSORS' AND THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON ANNUAL APPROPRIATION BY THE LEGISLATURE AND ALL APPLICABLE GOVERNING BOARDS AND COMMISSIONS.
- OOCEA discloses and the parties acknowledge and agree that: (i) the design and location of the Parkway or any contemplated or proposed roadway systems or access scenarios are not guaranteed; (ii) funding has not been completed for the Parkway project; and (iii) the construction of the Parkway is subject to funding by an OOCEA bond issue or other applicable sources.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

	ST. JOHNS RIVER WATER MANAGEMENT
Signed, sealed and delivered in	DISTRICT
our presence as witnesses:	By: KIRBY B. GREEN III, Executive Director
Withess L. Mulis	2.000
Print/type Witness Name	(SEAL)
Witness G. Carlin	
SHARON G. CARLIN	
Print/type Witness Name	
ATTEST:	William St.
By W.H. Cal	y
William H. Congdon	
Deputy General Counsel, SJRWMD	
APPROVED AS TO FORM AND CONTENT	
Stanley J. Niego	
Sr. Assistant General Counsel, SJRWMD	
STATE OF FLORIDA	

PUTNAM COUNTY

BEFORE ME, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Kirby B. Green III, to me personally known and known to me to be the Executive Director of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, who being duly authorized, executed the foregoing document, and he acknowledged before me that he executed the same on behalf of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

SHARON G. CARLIN
MY COMMISSION # DD 336830
EXPIRES: October 29, 2008

RIA

RIA

SHARON G. CARLIN
Notary Public SHARON G. CARLIN
Notary Public SHARON G. CARLIN
My Commission Expires: _/0/27/08

ORANGE COUNTY, FLORIDA

By: Its Board of County Commissioners

Ajit Lalchandani, County Administrator Richard T. Crotty, Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller As Clerk of the Board of County Commissioners

By: A hilling /* Deputy Clerk

VEASE HOREE

* Kathleen Johnson

ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY

Executive Director

Signed, sealed and delivered in our presence as witnesses:

Witness

Print/type Witness Name

ATTEST:

By:

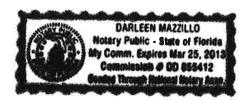
FOR RELIANCE BY ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY ONLY, APPROVED AS TO FORM BY:

Name

Stock and Cossef

STATE OF FLORIDA ORANGE COUNTY

The foregoing instrument was acknowledged before me this ______ day of ______, 2008, by Mike Snyder as Executive Director of Orlando-Orange County Expressway Authority, on behalf of the expressway authority. He is personally known to me.



Notary Public, State of Florida

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: 00 R55 4/2

Commission Expires: 3/25/20/3

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS

	LAIUN	
Signed sealed and delivered		
in our presence as witnesses:	.1 1	
(1) In Shit	By: auch lines	DAI)
Witness	Albert G. Gregory, Chief	EAL)
\sim 1 -1 -c	Office of Park Planning	1
Debra Shaiter	The control of the co	
Print/Type Witness Name		
M(1)X1, 1+00		
Witness		
Milladewotel		
Print/Type Witness Name		
STATE OF FLORIDA		
COUNTY OF LEON		
m a a	1212 ma	1 9
The foregoing instrument was acknowledg by Albert Gregory as Chief, Office of Park		<u>rch</u> , 2008,
Parks, Department of Environmental Prote		ecreation and
	111/h/	
	upper	FOTARY PUBLIC-STATE OF FLORIDA
	Notary Public, State of Florida	Wileen Footman Commission #DD789212
	Desired/Trans. Natura Natura	Expires: MAY 15, 2012 BUNDED THRU ATLANTIC BONDING CO., INC.
	Print/Type Notary Name	BUNDED THRU ATERNITE BONDING CO., INC
	Commission Number:	
,	Commission Expires:	_
		=20 8 1
	Approved as to Form and Legality	
	By: AMIL. Mus-	_
	DEP Attorney	
	1	

AMENDMENT No. 1 and PARTIAL TERMINATION AND RELEASE OF LEASE AGREEMENT NEIGHBORHOOD LAKES PROPERTY ORANGE AND LAKE COUNTIES, FLORIDA

THIS AMENDMENT No. 1 and PARTIAL TERMINATION AND RELEASE OF LEASE AGREEMENT ("Agreement") is made this day of more 2009, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), whose address is P.O. Box 140396, Orlando, Florida 32814, and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, a public body of the State of Florida, whose mailing address is Marjory Stoneman Douglas Building, 3900 Commonwealth Boulevard, Mail Station 525, Tallahassee, Florida 32399-3000 ("DRP").

RECITALS:

Pursuant to that certain Option Agreement for Sale and Purchase of the Property dated December 7, 2006 (the "Option Agreement") by and among Barn, LLP, a Florida limited partnership, as Seller, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Trustees"), the St. Johns River Water Management District (the "District"), and the Authority, collectively as Buyer, the Trustees, the Authority, the District, Orange County and Lake County acquired certain ownership interests in the Neighborhood Lakes Property. More particularly, the Authority acquired that portion of the Neighborhood Lakes Property described on Exhibit "A" attached hereto and incorporated herein (the "Authority Property"). Pursuant to that certain Agreement Regarding Conveyance of Neighborhood Lakes Remainder Property dated March 13, 2009, by and between the Trustees and the Authority, the Authority has agreed to convey to Trustees that certain portion of the property no longer anticipated to be needed for Wekiva Parkway right way as described on Exhibit "B" attached hereto and incorporated herein (the "Remainder Property").

The District, Orange County and the Authority, collectively as Lessors entered into that certain Lease Agreement of Neighborhood Lakes Property Orange and Lake Counties, Florida (the "Management Lease") with DRP, as Lessee, whereby Lessee agrees to manage the portion of the Neighborhood Lakes properties owned by the District, Orange County and the Authority. In conjunction with the aforementioned conveyance of the Remainder Property by the Authority to the Trustees, the Authority and DRP desire to amend and modify the Management Lease so as to terminate and release the Management Lease with respect to the Remainder Property and to maintain the Management Lease on the property being retained for Wekiva Parkway right of way as described on Exhibit "C" attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the aforesaid premises, Authority and DRP hereby agree as follows:

1. Authority and DRP hereby terminate and release the Management Lease with respect to the Remainder Property as more particularly described on Exhibit "B" attached hereto

and incorporated herein, and said Management Lease shall be null and void and of no further affect with respect to the Remainder Property.

- 2. The Management Lease shall remain in full force and effect as to that portion of the Authority Property being retained for Wekiva Parkway right of way as more particularly described on Exhibit "C" attached hereto and incorporated herein, which property shall be deemed to be Parcel 4 for purposes of the Management Lease and shall be subject to all terms and conditions applicable to Parcel 4 thereunder.
- 3. Except as expressly modified hereunder, the terms and conditions of the Management Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

	ORLANDO-ORANGE COUNTY
	EXPRESSWAY AUTHORITY
Signed sealed and delivered in our puesence as witnesses Witness	By: Mike Snyder, Executive Director
L. Michelle Maircisch	FOR RELIANCE BY ORLANDO - ORANGE COUNTY EXPRESSWAY
Print/type Witness Name	AUTHORITY ONLY,
1	APPROVED AS TO FORM BY:
Witness	Robert & Mallett, ac
Paul Schatz	Name Broad and Cosse
Print/type Witness Name	

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of Worch, 2009, by Mike Snyder as Executive Director of Orlando-Orange County Expressway Authority, on behalf of the expressway authority. He is personally known to me.



Notary Rublic, State of Florida

Print/Type Notary Name
Commission Number: D0731790
Commission Expires: 11 6 2011

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. DIVISION OF RECREATION AND **PARKS** Albert G. Gregory, Chief

Office of Park Planning.

Signed, sealed and delivered in our presence as witnesses:

Print/type Witness Name

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25th day of March, 2009, by Albert Gregory as Chief, Office of Park Planning, on behalf of the Division of Recreation and Parks, Department of Environmental Protection. He is personally known to me.

> NOTARY PUBLIC-STATE OF FLORIDA Wileen Footman Commission # DD789212 Expires: MAY 15, 2012 BONDED THRU ATLANTIC BONDING 60, INC.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: Commission Expires:_

Approved as to Form and Legality

PARCEL 4

A parcel of land being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and portions of Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book "B", Page 27 of the Public Records of Orange County Florida, being more particularly described as follows:

COMMENCE at a 4" by 4" concrete monument stamped "ORANGE COUNTY 4, 5, 32, 33" at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57'59"E, along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53'21"E. for 3869.49 feet; thence N.17°30'00"E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00'00", for 3518.58 feet to the point of tangency; thence N.38°30'00"E, for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 227.85 feet, through a central angle of 89°26'12", for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00'00", for 1191.19 feet to the point of tangency; thence N.89°56'05"W. for 311.74 feet to the East line of that certain parcel conveyed to the Easter Seal Society for Crippled Children and Adults of Florida, Inc.; thence N.00°10'13"E. along said East line, for 131,00 feet to the South right-of-way line of State Road 46; thence 5.89°56'05"E, along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line S.00°07'08"W. for 799.65 feet to a 4"x4" concrete monument stamped "PRM LB4709"; thence along said line N.88°51'10"W. for 539.94 feet to a 4"x4" concrete monument stamped "PCP LB4709"; thence along said line S.00005'59"W. for 720.23 feet to a 5/8" iron bar; thence along said line N.88°49'08"W. for 274.15 feet to a 4"x4" concrete monument stamped "FCP LB4709"; thence along said line S.00°06'18"W. for 20.17 feet; thence leaving said line, S.44°42'20"W. for 461.38 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 5355.00 feet and a chord bearing of \$.34°43'33"W., through a central angle of 19°57'35", for 1865.48 feet; thence S.74°33'49"E. for 227.17 feet; thence S.19°57'02"W. for 817.93 feet; thence N.73°43'56"W. for 229.66 feet to a point on a non-tangent curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 5531.00 feet and a chord bearing of 9.11°17'48"W., through a central angle of 11.º29'00", for 1108.75 feet to the point of tangency; thence S.05°33'14"W. for 4202.16 fast to the point of curvature of a curve concave Westerly, thence Southerly along the arc of said curve, having a radius of 4447.18 feet, through a central angle of 3°02'16", for

Wekiva-Ocala Greenway/BARN LLP OCEA Parcel 4
Page 1 of 2

BSNI APPROVAD By SK Date 2.28.07

235.79 feet to a point on the South line of the Southeast 1/4 of Section 33, Township 19 South, Range 28 East; thence N.89º44'50"W. along said South line for 1032.67 feet to the West line of the East 2250 feet of Section 4, Township 20 South, Range 28 East; thence S.05°50'02"E. along said West line for 754.29 feet to the South line of the North 750 feet of said Section 4; thence S.89°44'50"E. along said South line for 775.34 feet to a point on a non-tangent curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 4447.18 feet and a chord bearing of 8.51°08'00"W., through a central angle of 65°11'56", for 5060.60 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435); thence along said Easterly right-of-way line N.02°42'11"W. for 337.32 feet to the point of curvature of a curve concave Westerly; thence Northerly along said line, along the arc of said curve, having a radius of 1499.16 feet, through a central angle of 20°32'26", for 537.45 feet to the point of tangency; thence N.23°14'37"W. along said line for 338.13 feet; thence N.22°54'25"W. along said Easterly right of way line for 328,34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58'12"E., through a central angle of 50°09'42", for 3212.79 feet to the point of tangency; thence N.17°53'21"E.for 15.33 feet to the POINT OF BEGINNING.

EXHIBIT "B"

PARCEL 4

A parcel of land being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and portions of Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book "B", Page 27 of the Public Records of Orange County Florida, being more particularly described as follows:

COMMENCE at a 4" by 4" concrete monument stamped "ORANGE COUNTY 4, 5, 32, 33" at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57'59"E. along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53'21"E. for 3869.49 feet; thence N.17°30'00"E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00'00", for 3518.58 feet to the point of tangency; thence N.38°30'00"E. for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve; having a radius of 227.85 feet, through a central angle of 89°26'12", for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00'00", for 1191.19 feet to the point of tangency; thence N.89°56'05"W. for 311.74 feet to the East line of that certain parcel conveyed to the Easter Seal Society for Crippled Children and Adults of Florida, Inc.; thence N.00°10'13"E. along said East line, for 131.00 feet to the South right-of-way line of State Road 46; thence S.89°56'05"E. along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line S.00°07'08"W. for 799.65 feet to a 4"x4" concrete monument stamped "PRM LB4709"; thence along said line N.88°51'10"W. for 539.94 feet to a 4"x4" concrete monument stamped "PCP LB4709"; thence along said line S.00°05'59"W. for 720.23 feet to a 5/8" iron bar; thence along said line N.88°49'08"W. for 274.15 feet to a 4"x4" concrete monument stamped "PCP LB4709"; thence along said line S.00°06'18"W. for 20.17 feet; thence leaving said line, S.44°42'20"W. for 461.38 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 5355.00 feet and a chord bearing of $S.34^{43'33''}$ W., through a central angle of $19^{57'35''}$, for 1865.48 feet; thence $S.74^{33'}$ 49"E. for 227.17 feet; thence $S.19^{57'}$ 02"W. for 817.93feet; thence N.73°43'56'W. for 229.66 feet to a point on a non-tangent curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 5531.00 feet and a chord bearing of S.11°17'48"W., through a central angle of 11°29'08", for 1108.75 feet to the point of tangency; thence S.05°33'14"W. for 4202.16 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 4447.18 feet, through a central angle of 3°02'16", for 235.79 feet to a point on the South line of the Southeast 1/4 of Section 33, Township 19 South, Range 28 East; thence N.89°44'50"W. along said South line for 1032.67 feet to the West line of the East 2250 feet of Section 4, Township 20 South, Range 28 East; thence S.05°50'02"E. along said West line for 754.29 feet to the South line of the North 750 feet of said Section 4; thence S.89°44'50"E. along said South line for 775.34 feet to a point on a non-tangent curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 4447.18 feet and a chord bearing of S.51°08'00"W., through a central angle of 65°11'56", for 5060.60 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435);

Wekiva-Ocala Greenway Orlando-Orange County Expressway Authority Page 1 of 3

BSM APPROVED
BY 5/C
DATE 3.06.09

thence along said Easterly right-of-way line N.02°42'11"W. for 337.32 feet to a point on a curve concave Westerly; thence Northerly along said line, along the arc of said curve, having a radius of 1499.16 feet, through a central angle of 20°32'26", for 537.45 feet to the point of tangency; thence N.23°14'37"W. along said line for 338.13 feet; thence N.22°54'25"W. along said Easterly right of way line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58'12"E., through a central angle of 50°09'42", for 3212.79 feet to the point of tangency; thence N.17°53'21"E.for 15.33 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

WEKIVA PARKWAY/OOCEA RIGHT OF WAY

A portion of that certain parcel of land described in Official Records Book 9147, Page 1851, Public Records of Orange County, Florida, being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book B, Page 27 of said Public Records, being more particularly described as follows:

Commence at a 4" by 4" concrete monument stamped "ORANGE COUNTY" 4, 5, 32, 33 at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57 59 E. along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53 21 E. for 3869.49 feet; thence N.17°30 00 E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00 00 , for 3518.58 feet to the point of tangency; thence N.38°30 00 E. for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 227.85 feet, through a central angle of 89°26 12, for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00 00 , for 1191.19 feet to the point of tangency; thence N.89°56 05 W. for 311.74 feet to the East line of that certain parcel conveyed to the Florida Society for Crippled Children and Adults, Inc.; thence N.00°10 13 E. along said East line, for 131.00 feet to the South right-of-way line of State Road 46; thence S.89°56 05 E. along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line S.00°07 08 W. for 350.11 feet to a point on non-tangent curve concave Southeasterly; Thence Southwesterly along the arc of said curve, having a radius of 4436.00 feet and a chord bearing of S.50°14 29 W., through a central angle of 07°54 11, for 611.87 feet to the point of tangency; thence S.46°17 24 W. for 69.64 feet to a point on aforementioned line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line N.88°51 10 W. for 20.43 feet; thence along said line S.00°05 59 W. for 19.96 feet; thence departing said line S.46°17 24 W. for 253.77 feet; thence S.53°00 35 W. for 913.85 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 4460.00 feet, through a central angle of 11°18 45, for 880.58 feet; thence S.48°18 46 E. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence

Wekiva-Ocala Greenway Orlando-Orange County Expressway Authority Page 2 of 3

Southwesterly along the arc of said curve, having a radius of 6330.51 feet and a chord bearing of S.37°36 12 W., through a central angle of 06°51 39 , for 758.03 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6345.49 feet and a chord bearing of S.26°09 15 W., through a central angle of 07°18 21 , for 809.10 feet; thence N.67°29 55 W. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6695.49 feet and a chord bearing of S.20°11 43 W., through a central angle of 04°36 44 , for 538.99 feet to the point of tangency; thence S.17°53 21 W., for 897.86 feet; thence S.72°06 39 E., for 20.00 feet; thence S.17°53 21 W., for 869.96 feet; thence S.72°06 39 E., for 500.00 feet; thence S.17°53 21 W., for 1200.00 feet; thence N.72°06 39 W., for 500.00 feet; thence S.17°53 21 W., for 350.00 feet; thence N.72°06 39 W., for 50.00 feet; thence S.17°53 21 W., for 860.00 feet; thence S.72°06 39 E., for 680.00 feet; thence S.17°53 21 W., for 550.00 feet; thence N.72°06 39 W., for 650.00 feet; thence S.17°53 21 W., for 2257.95 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 3999.72 feet, through a central angle of 41°19 58, for 2885.37 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435), said point also being on a non-tangent curve concave Westerly; thence Northerly along said line and along arc of said curve, having a radius of 1499.16 feet and a chord bearing of N.15°47 57 W., through a central angle of 14°53 20 , for 389.57 feet to the point of tangency; thence N.23°14 37 W. along said line for 338.13 feet; thence N.22°54 25 W. along said line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58 12 E., through a central angle of 50°09 42, for 3212.79 feet to the point of tangency; thence N.17°53 21 E. for 15.33 feet to the POINT OF BEGINNING.

WEKIVA PARKWAY/OOCEA RIGHT OF WAY

A portion of that certain parcel of land described in Official Records Book 9147, Page 1851, Public Records of Orange County, Florida, being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book B, Page 27 of said Public Records, being more particularly described as follows:

Commence at a 4" by 4" concrete monument stamped "ORANGE COUNTY" 4, 5, 32, 33 at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57 59 E. along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53 21 E. for 3869.49 feet; thence N.17°30 00 E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00 00, for 3518.58 feet to the point of tangency; thence N.38°30 00 E. for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 227.85 feet, through a central angle of 89°26 12 , for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00 00, for 1191.19 feet to the point of tangency; thence N.89°56 05 W. for 311.74 feet to the East line of that certain parcel conveyed to the Florida Society for Crippled Children and Adults, Inc.; thence N.00°10 13 E. along said East line, for 131.00 feet to the South rightof-way line of State Road 46; thence S.89°56 05 E. along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line S.00°07 08 W. for 350.11 feet to a point on non-tangent curve concave Southeasterly; Thence Southwesterly along the arc of said curve, having a radius of 4436.00 feet and a chord bearing of S.50°14 29 W., through a central angle of 07°54 11, for 611.87 feet to the point of tangency; thence S.46°17 24 W. for 69.64 feet to a point on aforementioned line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line N.88°51 10 W. for 20.43 feet; thence along said line S.00°05 59 W. for 19.96 feet; thence departing said line S.46°17 24 W. for 253.77 feet; thence S.53°00 35 W. for 913.85 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 4460.00 feet, through a central angle of 11°18 45, for 880.58 feet; thence S.48°18 46 E. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6330.51 feet and a chord bearing of S.37°36 12 W., through a central angle of 06°51 39, for 758.03 feet to a point on a non-tangent curve concave Southeasterly; Southwesterly along the arc of said curve, having a radius of 6345.49 feet and a chord bearing of S.26°09 15 W., through a central angle of 07°18 21 , for 809.10 feet; thence N.67°29 55 W. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6695.49 feet and a chord bearing of S.20°11 43 W., through a central angle of 04°36 44, for 538.99 feet to the point of tangency;

Wekiva-Ocala Greenway Wekiva Parkway/OOCEA Right of Way Page 1 of 2

BSM APPROVED
BY SK
DATE 3.06.09

S.17°53 21 W., for 897.86 feet; thence S.72°06 39 E., for 20.00 feet; thence S.17°53 21 W., for 869.96 feet; thence S.72°06 39 E., for 500.00 feet; thence S.17°53 21 W., for 1200.00 feet; thence N.72°06 39 W., for 500.00 feet; thence S.17°53 21 W., for 350.00 feet; N.72°06 39 W., for 50.00 feet; thence S.17°53 21 W., for 860.00 feet; thence S.72°06 39 E., for 680.00 feet; thence S.17°53 21 W., for 550.00 feet; thence N.72°06 39 W., for 650.00 feet; thence S.17°53 21 W., for 2257.95 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 3999.72 feet, through a central angle of 41°19 58 , for 2885.37 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435), said point also being on a non-tangent curve concave Westerly; thence Northerly along said line and along arc of said curve, having a radius of 1499.16 feet and a chord bearing of N.15°47 57 W., through a central angle of 14°53 20, for 389.57 feet to the point of tangency; thence N.23°14 37 W. along said line for 338.13 feet; thence N.22°54 25 W. along said line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58 12 E., through a central angle of $50^{\circ}09$ 42 , for 3212.79 feet to the point of tangency; thence N.17°53 21 E. for 15.33 feet to the POINT OF BEGINNING.

Wekiva-Ocala Greenway Wekiva Parkway/OOCEA Right of Way Page 2 of 2



CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CF

CFX Board Members

FROM:

Linda S. Brehmer Lanosa, Deputy General Counsel Linda 18d

DATE:

June 29, 2017

RE:

Central Florida Expressway Authority v. Cynthia A. Cioci,

Case No. 2014-003636-O, Project: 429-203, Parcel 169/869

Address: 3150 Phils Lane Apopka, Florida (north of Ponkan Road, Apopka)

INTRODUCTION

The parties reached a proposed settlement in the amount of \$519,000 for compensation to the owner, \$14,000 for expert fees, and \$59,925 for statutory attorney's fees, for a total amount of \$592,928 for the reasons described below.

CFX'S APPRAISED VALUE OF PARCEL 169/869

Parcel 169, Parts A and B, is a partial taking consisting of a total of 1.637 acres from a 10.169-acre parent tract that is improved with a single family residence. Part A involves the taking of a 1.127-acre strip along the east side of the property for the new limited access right of way. Part B is a strip-taking of 0.510 acres along the west property line for Phils Lane. Parcel 869 is an 8-foot wide perpetual easement adjacent to Part B consisting of 5,301 square feet or 0.122 acres. The date of value is June 16, 2014.

The property is improved with a one-story single-family home with three bedrooms, two baths, a living room, a dining room, and a kitchen in 2,517 square feet of living space. There is an attached six-car garage (2,816 square feet), a barn (672 (square feet), a dirt/shell driveway, an entry gate, and fair landscaping. The property is zoned A-1 (Citrus Rural District).

David K. Hall, State-Certified General Appraiser, appraised the property on behalf of CFX. According to Mr. Hall, the highest and best use of the property is for continued use of the existing improvements. Mr. Hall first valued the parent tract before the taking. He estimated the fee simple market value of the land at \$30,000 per acre, resulting in a land value of \$305,100 for the 10.169-acre parent tract. Regarding improvements, the single family home was valued at \$95 per square foot of living area for a value of \$239,100. The unfinished area/enclosed porch was valued at half of that per square foot price for a value of \$95,900. The total value of the property was estimated at \$640,100.

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



Project: 429-203, Parcels 169/869

Page 2 of 4

Next, Mr. Hall estimated the value of the part taken. The two strips of land taken (1.127 plus 0.510 acres) were valued at \$30,000 per acre with values of \$33,800 and \$15,300, respectively. The value of the easement, Parcel 869 (0.122 acres), was based upon 95% of the per acre value for a value of \$3,500. Next, Mr. Hall examined the impacts to the remainder and concluded that there would be a 50% diminution in value or severance damages in the amount of \$293,700. The total estimated value of full compensation for the property is summarized below.

	CFX (Hall)
Land Value (per acre)	\$30,000
Land Taken, Parcel 169, Part A (1.127 acres)	\$33,800
Land Taken, Parcel 169, Part B (0.510 acres)	\$15,300
Subtotal of Parts A & B	\$49,100
Easement, Parcel 869 (0.122 ac)	\$ 3,500
Severance Damages (at 50%)	\$293,700
Total	\$346,300

OWNER'S OPINION OF VALUE, EXPERT FEES, AND STATUTORY ATTORNEY'S FEES

Ms. Cioci's attorney consulted with real estate appraiser, Richard C. Dreggors, GAA, but did not request a written appraisal report from Mr. Dreggors. This allowed the parties to engage in preliminary negotiations before the owner incurred extensive expert fees and costs. Instead of delivering a completed appraisal report, Ms. Cioci's attorney presented a table of the anticipated differences between CFX's appraised value and Mr. Dreggors' anticipated value along with data on comparable sales and an engineering report from Tipton Associates Incorporated. According to the information presented, the property would be valued at \$50,000 per acre with a value for the land taken of \$81,900. The improvements were listed at \$398,500. In addition, Mr. Tipton valued the barbed hog wire fence within the area of take designated as Parcel 169A at \$8,400. Severance damages were based upon a 70% reduction of the value of the remainder due to the proximity of the expressway, resulting in a severance damage component of \$567,600. The total anticipated estimate of value for the taking is summarized below.

	Owner's Opinion
Land Value (per acre)	\$50,000
Land Taken, Parts A & B	\$ 81,900
Easement, Parcel 869 (0.122 acre)	\$ 5,800
Improvements (Fence)	\$ 8,400
Severance Damages (at 70%)	\$567,600
Subtotal	\$663,700
Interest	\$ 63,954
Total	\$727,654

Project: 429-203, Parcels 169/869

Page 3 of 4

In addition to compensation for the land taken, Ms. Cioci's attorney requested the following expert fees and costs:

Calhoun Dreggors and Associates	\$10,468
Tipton Associates, Inc.	<u>\$ 6,754</u>
Total	\$17,222

Regarding attorney's fees, the owner's attorney is entitled to 33% of any benefit up to \$250,000 plus 25% of any benefit between \$250,000 and \$1,000,000. The statutory attorney fee based upon the owner's opinion of value of \$663,700 is totals **§101,575**.¹

ANALYSIS

Because the residence is 90 feet from the limited access line and 190 feet from the edge of the southbound travel lanes, both appraisers found that the remainder property would suffer significant severance damages due to the proximity of S.R. 429 to the single family residence. The appraisers' opinions varied in the degree of impact (50% vs. 70%) and differed with respect to land value (\$30,000 vs. \$50,000 per acre).

Through informal settlement discussions, the parties reached a proposed compromise as outlined in the table below.

	CFX	Owner	Proposed
			Settlement
Land Value (per acre)	\$30,000	\$50,000	
Parcel 169A & B (1.127 and 0.510 acres)	\$49,100	\$ 81,900	
Easement, Parcel 869 (0.122 acres)	\$ 3,500	\$ 5,800	
Improvements	0	\$ 8,400	
Severance Damages (at 50%)	\$293,700	\$567,600	
Compensation to the Owner	\$346,300	\$663,700	\$519,000
Expert Fees		\$ 17,222	\$ 14,000
Statutory Attorney's Fees		\$101,575	\$ 59,928
Interest		\$ 63,954	
Total		\$846,451	\$592,928

¹ The statutory attorney fee is based upon the monetary benefit. The momentary benefit on the owner's opinion of value of \$663,700 is \$326,300, since the first offer was \$337,400. The statutory attorney's fee is the sum of 33% times \$250,000 (\$82,500) plus 25% of \$76,300 (\$19,075), with a statutory attorney fee of totaling \$101,575.

Project: 429-203, Parcels 169/869

Page 4 of 4

REQUESTED ACTION

Board approval is requested to accept the Settlement Agreement in the amount of \$519,000 for compensation to the owner, \$14,000 for expert fees, and \$59,925 for statutory attorney's fees, for a total amount of \$592,928 in full settlement of all claims of compensation from CFX including business damages, interest, attorney's fees, expert fees, costs, and any other claim, except supplemental attorney's fees under Section 73,092(2) for apportionment, if any.

The Right of Way Committee recommended approval on June 28, 2017.

Attachments:

- A. Table of Differences from Owner
- B. Maps, Aerials and Photographs of Property
- C. Owner's Expert Fees
- D. Settlement Agreement

cc: David Shontz, Esq., Shutts & Bowen

Reviewed by: Joseph I Passistore

CIOCI PROPERTY—WEKIVA PARKWAY DIFFERENCES¹

Parent Tract:

10.169 Acres

Area of Taking: 169A – 1.127 Acres

169B - 0.510 Acres

869 - 0.122 Acres (5,301 SF)

Date of Value:

June 16, 2014

CFX

[Appraiser Hall]

CIOCI

[Appraiser Rick Dreggors]

DRAF"

Date of Value

October 15, 2013 and

April 21, 2014

June 16, 2014

Parent Tract

\$ 624.900

Land: \$289,900 (\$28,500/acre)

\$ 907,000

Land: \$ 508,500 (\$50,000/Ac.)

Imps: \$335,000

Imps: \$ 398,500

Land Taken

169 A&B: \$ 46,800

[1.637 ACRES X \$28,500/ACRE]

\$ 81,900

(1.637 ACRES x \$50,000/Ac.)

\$ 3,300

[0.122 ACRES x 28,500/ACRE x 0.95]

\$ 5,800

(0.122 ACRES x \$50,000/Ac. x 0.95)

Improvements

\$ 0

 $$8,400^{2}$

Residence Distance

From new ROW

90 ft.

90 ft.

Damage Percentage

50%

70%

Severance Damages

\$ 287,300

\$ 567,600

Cure

 $$337,400^{3}$

Total

\$ 663,700

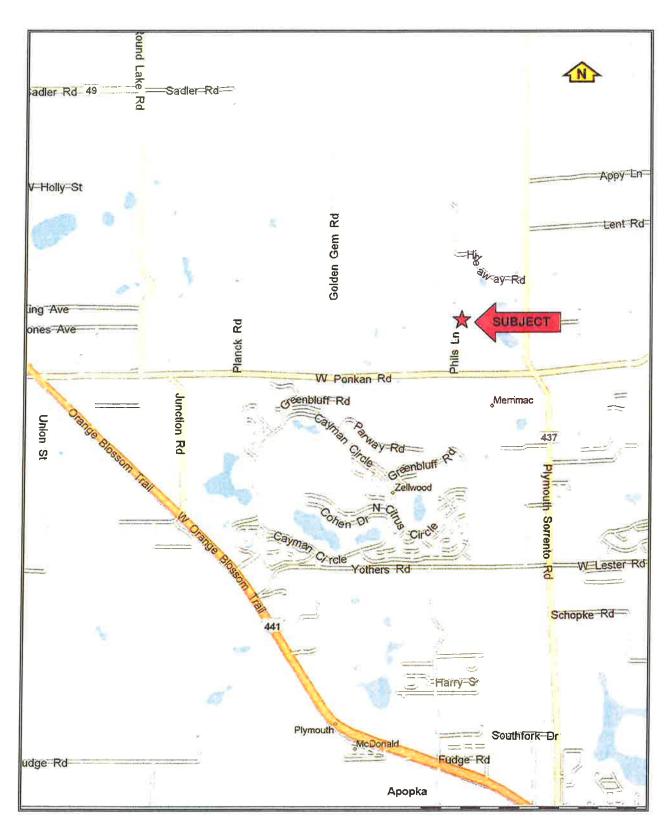
Interest

63,954

Grand Total

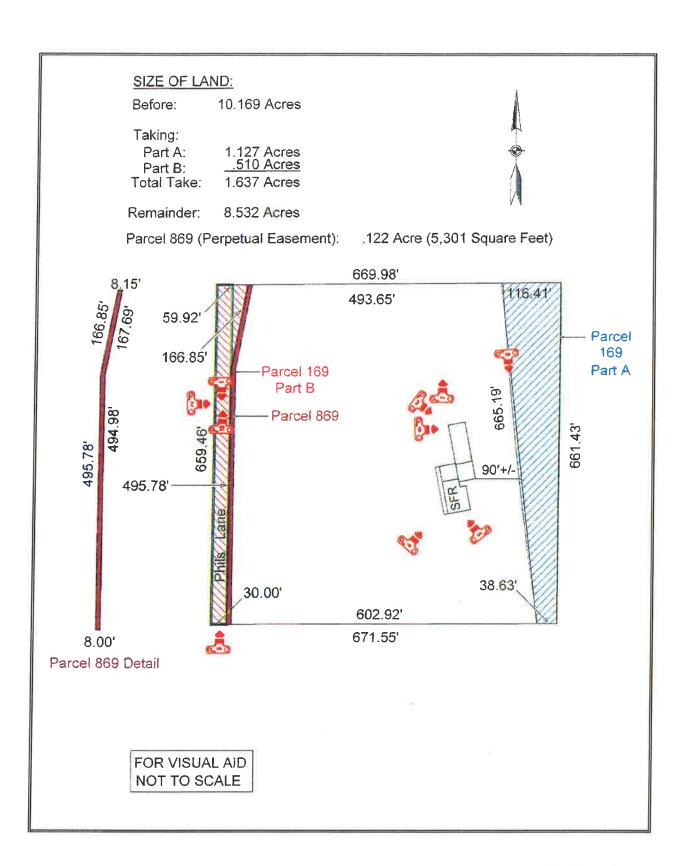
727,654

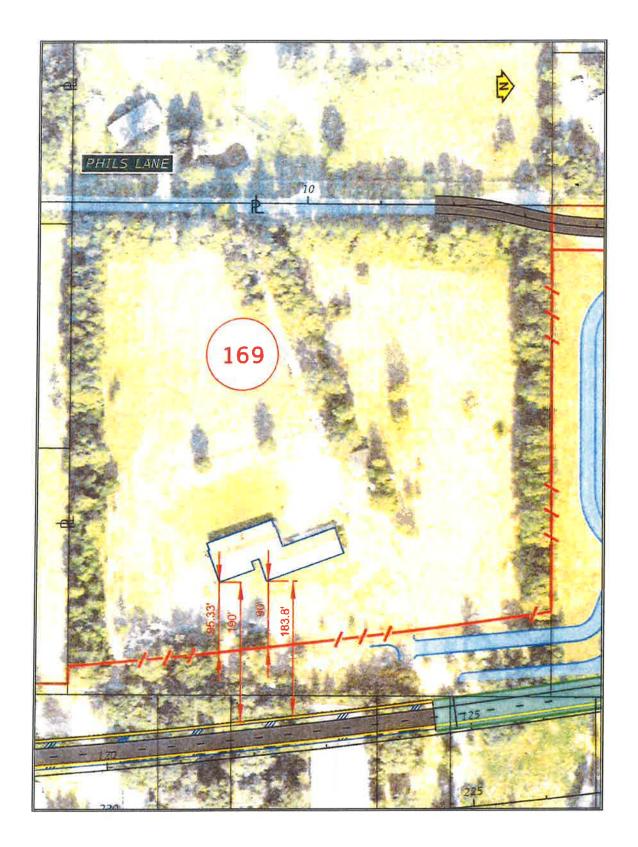
- 1. Exclusive of Attorney's Fees, Experts' Fees and Costs.
- 2. Barbed hog wire fencing.
- 3. First written offer was \$337,400, by letter dated February 17, 2014.



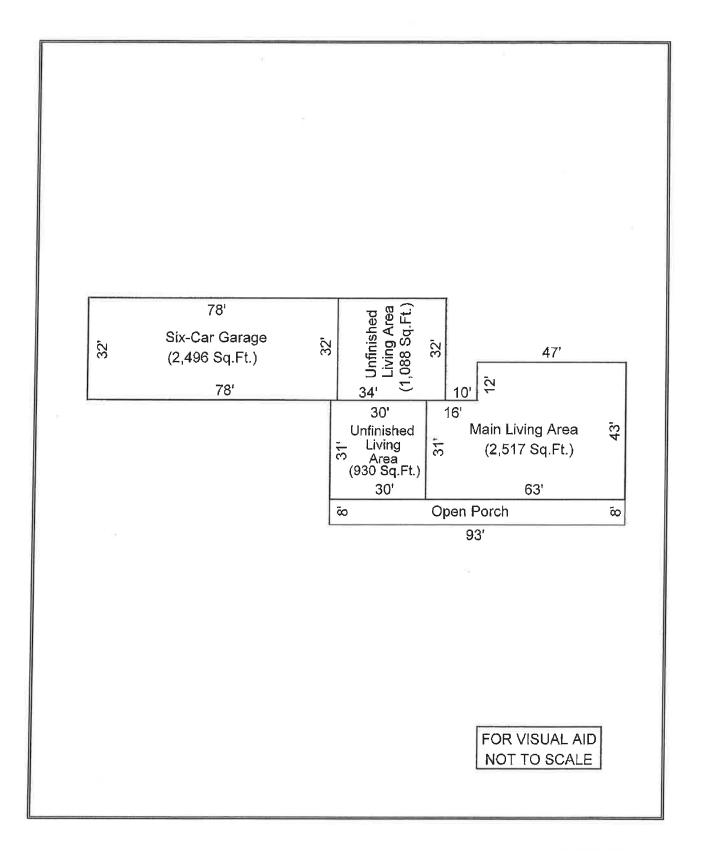
SUBJECT LOCATION MAP PARCELS 169/869







DISTANCE TO RIGHT OF WAY SKETCH PARCELS 169/869



PHOTOGRAPHS OF SUBJECT PARCELS 169/869



1. LOOKING SOUTH AT THE FRONTAGE ALONG PHILS LANE (INGRESS/EGRESS EASEMENT)



2. LOOKING EAST AT THE DRIVEWAY FROM PHILS LANE

Photographs Taken By: David K. Hall August 14, 2014

PHOTOGRAPHS OF SUBJECT PARCELS 169/869



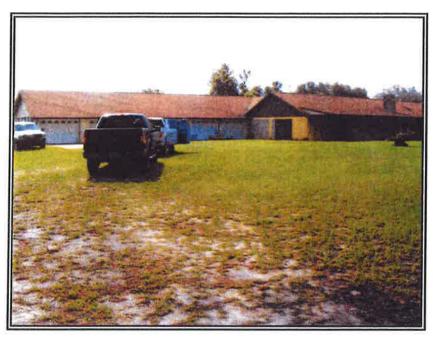
9. LOOKING NORTH AT THE PART B TAKING



10. LOOKING NORTH AT THE PART B TAKING AT THE DRIVEWAY

Photographs Taken By: David K. Hall August 14, 2014

PHOTOGRAPHS OF SUBJECT PARCELS 169/869



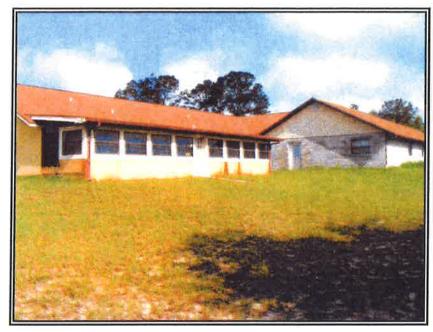
3. LOOKING SOUTHEAST AT THE RESIDENCE



4. LOOKING NORTHEAST AT THE RESIDENCE

Photographs Taken By: Craig S. Adams June 17, 2013

PHOTOGRAPHS OF SUBJECT PARCELS 169/869



5. LOOKING NORTHWEST AT THE REAR OF THE RESIDENCE AND THE GARAGE



6. LOOKING EAST AT THE GARAGE

PHOTOGRAPHS OF SUBJECT PARCELS 169/869



7. LOOKING NORTH AT THE BARN



8. LOOKING SOUTH ALONG THE PART A TAKING

Photographs Taken By: Craig S. Adams June 17, 2013

Calhoun, Dreggors & Associates, Inc.

Real Estate Appraisers & Consultants

March 30, 2017

Kent L. Hipp Esq. c/o GrayRobinson, P.A. 301 E. Pine Street, Suite 140 Orlando, FL 32802

RE: Owner:

Cioci

Project: Parcel No.: 169A&B/869 County:

Wekiva Parkway

Orange

INVOICE

Research sales, prepare for and attend conference calls/meetings with owner's representative, site inspection of the subject property, review valuation analysis, review single family home sales, analysis of land sales, analysis of home sales, conference with engineer, analysis of damages to the remainder, conference/meeting with owner's representative to review.

Eaton:

3.50 Hrs. x \$125/Hr. = \$ 437

Abrams:

31.00 Hrs. x \$175/Hr. =

5,425

Dreggors:

16.75 Hrs. x \$275/Hr. =

4,606

Total

\$10,468

Thank you,

Richard C. Dreggors, GAA President

RCD/smo

OWNER	CIOCI	KEVIN EATON
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	169A&B/869	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/04/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE; WORKED ON MAP OF VALUES AND SPREADSHEET; ANALYZED ISSUES OF HIGHEST AND BEST USE.	1.50
03/05/14	GATHER INFORMATION ON THE SUBJECT PARCEL.	0.75
06/25/14	CONDUCTED A SITE INSPECTION OF THE SUBJECT PROPERTY.	<u>1.25</u>
	TOTAL HOURS	3.50

OWNER	CIOCI	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	169A&B/869	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
07/25/14	REVIEW OF NEARBY O/OCEA APPRAISALS.	2.50
07723714	REVIEW OF NEARBY GOODEA AFFRAIGALS.	2.50
11/20/15	MEETING WITH RICK TO REVIEW OUR SCOPE OF WORK; REVIEW ENGINEERING REPORT.	2.00
12/01/14	REVIEW OF SUBJECT MATERIAL AND FILE; ANALYSIS OF CONDEMNOR UPDATED APPRAISAL; MEETING WITH RICK.	4.50
12/02/14	RESEARCH SALES; ANALYSIS OF SALES.	4.75
01/16/15	REVIEW OF CONDEMNOR SALES AND DAMAGES.	3.25
02/23/15	RESEARCH/ANALYSIS OF SALES.	3.75
02/24/15	ANALYSIS OF DAMAGES/COMPENSATION.	3.50
02/26/15	MEETING WITH RICK TO REVIEW COMPENSATION ANALYSIS.	1.50
03/13/15	ANALYSIS OF SALES DATA.	2.00
06/27/15	MEETING WITH OWNER'S REPRESENTATIVE.	0.50
06/29/15	REVIEW NOTES FROM MEETING; PREPARE SALES DATA INFORMATION FOR OWNER'S REPRESENTATIVE.	2.75
	TOTAL HOURS	31.00

OWNER	CIOCI	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	169A&B/869	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/04/14	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES; REVIEW CFX REPORT.	2.25
04/22/14	REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.25
04/23/14	ANALYSIS OF SCOPE OF WORK; MEETING WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING.	1.75
05/20/14	REVIEW UPDATED CFX REPORT	1.25
06/25/14	PREPARE FOR AND MEET WITH EXPERTS AT THE SITE; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
07/25/14	REVIEW APPRAISALS OF NEARBY PARCELS BY O/OCEA APPRAISERS.	2.75
11/20/14	REVIEW TAI REPORT; REVIEW WITH ASSOCIATE.	1.25
12/01/14	ASSIST WITH VALUATION ANALYSIS; MEETING WITH ASSOCIATE; CONFERENCE WITH OWNER'S REPRESENTATIVE.	2.50
02/25/15	REVIEW PRELIMINARY VALUATION ANALYSIS FOR THE SUBJECT.	1.25
02/26/15	ANALYSIS OF LAND VALUES; REVIEW SINGLE FAMILY HOME SALES; DISCUSS WITH ASSOCIATE.	1.00
06/27/15	MEETING WITH OWNER'S REPRESENTATIVE	0.50
12/08/16	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING NEARBY PARCELS AND VALUES.	0.75
	TOTAL HOURS	16.75

STATEMENT OF WORK ACCOMPLISHED CIOCI ROW – WEKIVA PKWY 4-516.1

Invoice No.	<u>Date</u>	Amount
15580	05-06-14	1,462.50
15651	11-04-14	1,579.40
15673	12-09-14	675.00
16031	02-06-17	3,037.50
TOTAL AMOUNT DUE:		\$6,754.40

STATEMENT OF WORK ACCOMPLISHED CIOCI ROW – WEKIVA PKWY 4-516.1

Invoice No. 15580, May 6, 2014 - \$1,462.50

04/23-24/14	William E. Tipton, Jr. (WTJ) attended team meeting, downloaded plans and
	appraisal from OOCEA and attorney, reviewed plans and appraisal (5.5 hours)
04/29/14	WTJ downloaded and reviewed plans and information from attorney (1.0 hour)

Invoice No. 15651, November 4, 2014 - \$1,579.40

05/29/14	William E. Tipton, Jr. (WTJ) reviewed plans and information from OOCEA and
	attorney (1.0 hour)
06/25/14	WTJ conducted site meeting with Rick Dreggors (1.0 hour)
10/13/14	WTJ corresponded with attorney and owner on taking impact issues (1.0 hour)
10/16/14	WTJ reviewed updated plans from CFX, attended site meeting with owner
	regarding taking issues and potential cure (3.0 hours)
10/28/14	WTJ downloaded and reviewed new plans from CFX (1.0 hour)

Invoice No. 15673, December 9, 2014 - \$675.00

11/19-20/14 William E. Tipton, Jr. (WTJ) worked on draft letter report and drawings (3.0 hours)

Invoice No. 16031, February 6, 2017 - \$3,037.50

William E. Tipton, Jr. (W1J) attended team at attorney's office (2.0 nours)
WTJ updated draft letter report and drawings per team meeting (2.0 hours)
WTJ updated draft report and drawings, emailed draft report and drawings to
attorney (6.5 hours)
WTJ conducted field review, updated draft engineering report, emailed draft
report and drawings to attorney (3.0 hours)

Tipton Associates Incorporated 760 Maguire Blvd

Orlando, FL 32803-Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15580

May 06, 2014 Page number 1

Project 4516:

Cioci ROW - Wekiva Pkwy

Kent L Hipp, Esq. Gray Robinson P.O. Box 3068 Orlando, FL 32802-3068

Professional Services for the period ended April 30, 2014

Project 4516:1	Parcels 169 & 869			
Professional Services		Hours	Rate	Amount
Chief Engineer/Planner		6.50	\$225.00	\$1,462.50
		Services	Total	\$1,462.50
		Charges Sul	ototal -	\$1,462.50
		Invoice	Γotal	\$1,462.50

Tipton Associates Incorporated 760 Maguire Blvd Orlando, FL 32803-

Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15651 November 04, 2014 Page number 1

Project 4516:

Cioci ROW - Wekiva Pkwy

Kent L Hipp, Esq. Gray Robinson P.O. Box 3068 Orlando, FL 32802-3068

Professional Services for the period ended October 31, 2014

Project	4516:1	Parcels 169 & 869	9				
Professio	nal Services				Hours	Rate	Amount
Chief Eng	gineer/Planner				7.00	\$225.00	\$1,575.00
					Services	Total	\$1,575.00
Reimbur	sable Expens	e				_	Amount
Tolls							\$4.40
					Reimbursable	Total	\$4.40
					Charges Su	btotal	\$1,579.40
					Invoice	Total _	\$1,579.40
	Outs	standing Invoices Invoice	Number 15580	Date 5/6/2014	Amount \$1,462.50)	
				Tot	tal Unpaid Inv	oices	\$1,462.50
					Balance	Due _	\$3,041.90

Tipton Associates Incorporated 760 Maguire Blvd Orlando, FL 32803-

Orlando, FL 32803-Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15673 December 09, 2014 Page number 1

Project 4516:

Cioci ROW - Wekiva Pkwy

Kent L Hipp, Esq. Gray Robinson P.O. Box 3068 Orlando, FL 32802-3068

Professional Services for the period ended November 30, 2014

Project	4516:1	Parcels 169 & 869	9				
Professi	onal Serv	ices			Hours	Rate	Amount
Chief En	gineer/Pla	nner			3.00	\$225.00	\$675.00
					Services	Total _	\$675.00
					Charges Su	btotal	\$675.00
					Invoice	Total _	\$675.00
		Outstanding Invoices	Number	Date	Amount		
		Invoice	15580	5/6/2014	\$1,462.50)	
		Invoice	15651	11/4/2014	\$1,579.40)	
				Total	al Unpaid Inv	oices	\$3,041.90
					Balance	Due	\$3,716.90

Tipton Associates Incorporated

760 Maguire Blvd Orlando, FL 32803-Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 16031

February 06, 2017 Page number 1

Project 4516:

Cioci ROW - Wekiva Pkwy

Kent L Hipp, Esq. Gray Robinson P.O. Box 3068 Orlando, FL 32802-3068

Professional Services for the period ended January 31, 2017

Project	4516:1	Parcels 169 & 86	9				
Professi	onal Service	es			Hours	Rate	Amount
Chief En	gineer/Planı	ner			13.50	\$225.00	\$3,037.50
					Services	Total	\$3,037.50
					Charges Su	btotal	\$3,037.50
					Invoice	Total	\$3,037.50
	C	Outstanding Invoices	Number	Date	Amount		
	_	Invoice	15580	5/6/2014	\$1,462.50)	
		Invoice	15651	11/4/2014	\$1,579.40)	
		Invoice	15673	12/9/2014	\$675.00)	
				Tota	al Unpaid Inv	oices	\$3,716.90
					Balance	Due	\$6,754.40

STATEMENT OF WORK ACCOMPLISHED CIOCI ROW – WEKIVA PKWY 4-516.1

Invoice No.	Date	<u>Amount</u>
15580	05-06-14	1,462.50
15651	11-04-14	1,579.40
15673	12-09-14	675.00
TOTAL AMOU	3,716.90	

Tai

Tipton Associates Incorporated

760 Maguire Blvd Orlando, FL 32803-Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15580

May 06, 2014 Page number 1

Project 4516:

Cioci ROW - Wekiva Pkwy

Kent L Hipp, Esq. Gray Robinson P.O. Box 3068 Orlando, FL 32802-3068

Professional Services for the period ended April 30, 2014

Project 4516:1	Parcels 169 & 869				
Professional Services		ε.	Hours	Rate	Amount
Chief Engineer/Planner			6.50	\$225.00	\$1,462.50
			Services	Total	\$1,462.50
			Charges Su	btotal	\$1,462.50
			Invoice	Total _	\$1,462.50

Tipton Associates Incorporated 760 Maguire Blvd Orlando, FL 32803-

Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15651 November 04, 2014 Page number 1

Project 4516:

Cioci ROW - Wekiva Pkwy

Kent L Hipp, Esq. Gray Robinson P.O. Box 3068 Orlando, FL 32802-3068

Professional Services for the period ended October 31, 2014

Project	4516:1	Parcels 169 & 869)				
Professio	nal Services				Hours	Rate	Amount
Chief En	gineer/Planner				7.00	\$225.00	\$1,575.00
					Services	Total	\$1,575.00
Reimbur	sable Expense	e					Amount
Tolls							\$4.40
					Reimbursable	Total	\$4.40
					Charges Sul	ototal	\$1,579.40
					Invoice	Гotal _	\$1,579.40
	Outs	Invoice	Number 15580	Date 5/6/2014	Amount \$1,462.50	-	
				Tot	al Unpaid Inv	oices _	\$1,462.50
					Balance	Due _	\$3,041.90

Tai

Tipton Associates Incorporated

760 Maguire Blvd Orlando, FL 32803-

Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15673 December 09, 2014 Page number 1

Project 4516:

Cioci ROW - Wekiva Pkwy

Kent L Hipp, Esq. Gray Robinson P.O. Box 3068 Orlando, FL 32802-3068

Professional Services for the period ended November 30, 2014

Project	4516:1	Parcels 169 & 86	9				
Profession	onal Serv	ices			Hours	Rate	Amount
Chief En	gineer/Pla	anner			3.00	\$225.00	\$675.00
					Services	Total _	\$675.00
					Charges Su	btotal -	\$675.00
					Invoice	Total _	\$675.00
		Outstanding Invoices	Number	Date	Amount		
1,000		Invoice	15580	5/6/2014	\$1,462.50	<u> </u>	
		Invoice	15651	11/4/2014	\$1,579.40)	
				Tota	al Unpaid Inv	oices	\$3,041.90
					Balance	Due	\$3,716.90

STATEMENT OF WORK ACCOMPLISHED CIOCI ROW - WEKIVA PKWY 4-516.1

Invoice No. 15580, May 6, 2014 - \$1,462.50

04/23-24/14	William E. Tipton, Jr. (WTJ) attended team meeting, downloaded plans and
	appraisal from OOCEA and attorney, reviewed plans and appraisal (5.5 hours)
04/29/14	WTJ downloaded and reviewed plans and information from attorney (1.0 hour)

Invoice No. 15651, November 4, 2014 - \$1,579.40

05/29/14 William E. Tipton, Jr. (WTJ) reviewed plans and information from OC	CEA and
attorney (1.0 hour)	
06/25/14 WTJ conducted site meeting with Rick Dreggors (1.0 hour)	
10/13/14 WTJ corresponded with attorney and owner on taking impact issues (1	.0 hour)
10/16/14 WTJ reviewed updated plans from CFX, attended site meeting with ov	vner
regarding taking issues and potential cure (3.0 hours)	
10/28/14 WTJ downloaded and reviewed new plans from CFX (1.0 hour)	

Invoice No. 15673, December 9, 2014 - \$675.00

11/19-20/14 William E. Tipton, Jr. (WTJ) worked on draft letter report and drawings (3.0 hours)

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,	CASE NO: 2014- CA -003636-C	
body politic and corporate, and an agency of the state under the laws of the State of Florida,	Subdivision 39	
Petitioner,	Parcel 169/869 *	
vs. PEDRO DIAZ-BORDON, , et. al.		
Respondent(s).		
SETTLEMENT AGREEMENT		
Respondent(s), CYNTHIA A CIOCI, and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:		
1. Petitioner will pay to Respondent(s),	CYNTHIA A. CIOCI	
(referred to as "Respondent") the sum of Five Hundred Nineteen Thousand Dollars		
exactly (\$519,000), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 169/869 , 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 THREE HUNDRED THIRTY—SEVENTHOUSAND FOUR HUNDRED Pollars (\$337,400). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of ONE HUNDRED Dollars (\$181,600), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.		
2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of Sifty-Nine Thousand Nine Hundred Twenty-Eight Dollars in full settlement and satisfaction of all attorney's fees, including all sees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this		
t Note: Parcel 169/869 was consoliclated with this case. It was originally filed with CFX v. Reid, case # 2014-CA- 3698.		

case, but excluding supplemental proceedings related to apportionment, if any.

3. In addition to the above-referenced settlement sum attorney's fees and law firm litigation costs, Petitioner will pay Respondent's attorney the sum of Fourteen Thousa	to the trust account of
	18.241.000
(\$ 14,000) in full settlement and satisfaction of all experience by Respondent in this case, subject to review and configuration by Respondent's experts was necessary and reasonable. Follows:	mation that each invoice
TIPTOM ASSOCIATES, INC.	\$6000.00
CALHOUN, DREGGORS,	# 8,000.00

4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

+ ASSOCIATES, INC.

- 5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- 6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.
- 7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.
- 8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 167/867, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert costs, and any other claim, except 32012ment attorney's fees, expert section 13,092(2) for apportionment.

 This Settlement Agreement, executed by the parties and their counsel on this day of May , 2017, contains all the agreements of the parties.

Print Name: LINDA LANOSA Central Florida Expressway Authority	Print Name: CYNTHA 4 CANO
Print Name: David Showtz Counsel for CFX	Print Name: Owner
Print Name: Mediator	Print Name: Kent L. If IP! Attorney for Owner

CONSENT AGENDA ITEM

#18

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 Right of Way Committee

James Edward Cheek, III, Right of Way Counsel FROM:

MAO Winderweedle, Haines, Ward & Woodman, P.A.

DATE: June 27, 2017

RE:

S.R. 429 Wekiva Parkway, Project 429-202; Parcels 112 (Parts A & B)/712

Request for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with Cynthia J. Henderson and Robert S. Henderson ("the Hendersons" or "Landowners") for Parcels 112 and 712. The Court entered an Order of Taking on February 12, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a triangular flag lot located on Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 14.076 acres of land area. CFX is acquiring approximately 7.5 acres, leaving a 6.4 acre remainder. The property is improved with a single family residence which is not located within the taking area, but which will be approximately 87 feet from the limited access right of way line after the taking.

CFX retained the services of Mr. David Hall, ASA with Bullard, Hall & Adams Inc., to appraise the property. The subject property is improved with a three bedroom, three bathroom, 1.703 square foot single family residence with an in-ground pool, a 366 square foot barn, 660 square foot pole barn, carport, fencing, and other associated residential improvements. The subject property is zoned A-1 Citrus Rural District (agricultural) by Orange County. Mr. Hall concluded that the highest and best use, as improved, was for single family residential use.

The comparable land sales considered by Mr. Hall reflected a range in value from \$18,029.00 to \$30,021.00 per acre. Mr. Hall concluded to a fee simple market value estimate of \$27,000.00 per acre. He found the contributory value of the building improvements to be \$166,900.00. This resulted in an estimated total market value of \$547,000.00 for the parent tract. Mr. Hall estimated the value of the land taken to be worth \$206,500.00, and the improvements within the taking area to be worth \$12,300.00, for a total taking value of \$218,800.

Mr. Hall next considered the degree to which the remainder property would be affected by the taking. The rear of the residence on the subject property is 87 feet from the new limited access line. The view from the residence will be a large retention pond and elevated roadway. A bridge will be constructed over the pond adjacent to the property. Access to the property will change from a flag driveway off Plymouth Sorrento Road, to its current access over the Belgian Street bridge, then taking Kiowa Avenue to Klamath Loop (on the property previously known as the Stanton Ridge subdivision). The subject taking does not directly impact any of the building improvements, however, due to functional obsolescence, Mr. Hall opined that there was a fifty percent (50%) reduction in value to the remainder land and improvements, for a total severance damage claim of \$175,400. These valuation conclusions are summarized as follows:

Total Compensation Parcels 112 and 712	\$ 395,500	
Value for Parcel 712	\$ 300	
Cost to Cure	\$ 1,000	
Damages, Incurable	\$ 175,400	
Value of Part Taken	\$ 218,800	

The Landowners retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject property was for a residential subdivision. He considered ten (10) comparable sales, seven (7) of which were approved for residential subdivisions. These sales range in value from \$72,000 - \$157,000 per acre. Mr. Dreggors further noted that in 2006, Tollefson Home Builders offered the Landowners \$60,000 per acre for their property, plus a new home valued at \$300,000.00 in its proposed subdivision. Mr. Dreggors concludes on a "before" value of \$70,000 per acre. Mr. Dreggors further notes that if the property had developable access (i.e. 50 foot-wide access), the property would be worth \$100,000 per acre. Mr. Dreggors concludes that the total value of the parent tract was \$1,157,500, and that the value for the property taken was \$547,800.

In addition, Mr. Dreggors determined that the remainder property was no longer suitable for a residential subdivision due to its reduced size and proximity to the expressway. He therefore determined that, in the "after condition" the property was worth \$30,000.00 per acre (based on a rural residential highest and best use), minus another 50% for severance damages due to proximity to the expressway. He further determined that the improvements (i.e. the residence) suffered 60% severance damages. This resulted in a total severance damage claim of \$396,700.

In addition, the Landowners submitted a special damage claim in the amount of \$82,956.00 for miscellaneous expenses and claims not covered in the appraisal report, including loss of use of the remainder property as a result of access issues. The Landowners also submitted a separate "cost to cure" claim related to construction of a replacement driveway. The Landowners claimed that the slope of the driveway constructed by CFX was too steep and did not comport with the construction plans or the City of Apopka's driveway standards, and therefore had to be replaced. This "cost to cure" claim totaled \$48,773.00. The Landowners' valuation claims are summarized below:

Value of Part Taken	\$ 547,800
Damages, Incurable	\$ 396,700
Cost to Cure	\$ 1,000

Value for Parcel 712	\$	500
Total Appraised Value of Parcels 112 and 712	\$	946,000
Special Damage Claim	\$	82,956
Driveway Cost to Cure	\$	48,773
Total Compensation Claim	\$1,077,729	

SETTLEMENT PROPOSAL:

Mediation was conducted on January 6, 2015 and June 27, 2016 without a successful resolution. This case was scheduled to go to trial during the June 5, 2017 trial docket, but has been continued pending this Committee's consideration of the proposed settlement.

Negotiations between the parties resulted in the attached settlement agreement whereby the Landowners agreed to accept \$750,000.00 to resolve all compensation claims for the property (including special damage claims), and \$104,825.00 for attorneys' fees (based on statutory benefit). This settlement proposal does not resolve expert fees or fees for supplemental proceedings. The parties executed a Settlement Agreement (attached to this memo), the terms of which are summarized below:

Total Settlement	\$854,825.00
Attorney's fees, statutory (Tom Callan)	104,825.00
Compensation to Landowners	\$750,000.00

CFX previously deposited \$385,700.00 into the court registry as its good faith estimate of value. A settlement in the amount of \$854,825.00 would require CFX to deposit an additional sum of \$469,125.00.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case.

RECOMMENDATION:

The undersigned counsel respectfully requests this Board's approval of the settlement proposal in the amount of \$854,825.00, to fully resolve the Landowners' interest in this case and attorney's fees.

ATTACHMENTS:

Sketch of Subject Property Settlement Agreement

REVIEWED BY: Joseph & Passiatore

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,

CASE NO: 2013-CA-014398-O Subdivision 39 Parcels 112 (Parts A & B) and 712

v.

CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust; BRUCE A. HATCHER; JEANNIE R. HATCHER; WELLS FARGO BANK, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A. fk/a Norwest Bank Minnesota, N.A., as Trustee for the Registered Holders of Renaissance Home Equity Loan Asset-Backed Certificates, Series 2003-3; TODD GROSSENBACHER; JOHNNY SANCHEZ; and SCOTT RANDOLPH, Orange County Tax Collector,

Respondent(s).

SETTLEMENT AGREEMENT

Respondents, CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, individually and as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust Cynthia ("Respondents"), and representatives of the Central Florida Expressway Authority ("Petitioner") reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, by deposit into the registry of the Court, the sum of Eight Hundred Fifty Four Thousand, Eight Hundred Twenty-Five Dollars exactly (\$854,825.00) (hereinafter, the "Settlement Sum"), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 112 (Parts A & B) and 712; including, but not limited to, any and all claims related to the real estate and severance damages, business damages, tort claims, special damage claims, statutory interest, and attorney's fees, including all fees related to monetary benefits and non-monetary benefits, but excluding supplemental attorneys' fees, if any, related to apportionment claims or expert fee claims, if allowable by law, and expert fees and costs. The Settlement Sum may be subject to claims of apportionment by any party in this case having a

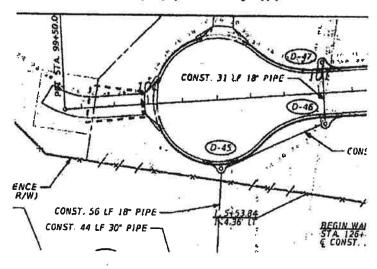
Page 1 of 4

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 Three Hundred Eighty-Five Thousand Seven Hundred And No Dollars (\$385,700.00) (hereinafter, the "Previous Deposit"), which shall be a credit against the Settlement Sum. Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit into the Registry of the Court, the sum of Four Hundred Sixty-Nine Thousand One Hundred Twenty-Five Dollars (\$469,125.00), representing the difference between the Settlement Sum and Petitioner's Previous Deposit in this case.

- 2. The Settlement Sum of Eight Hundred Fifty Four Thousand, Eight Hundred Twenty-Five Dollars exactly (\$854,825.00) includes ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$104,825.00) for Respondents' attorneys' fees.
- 3. 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.
- 4. Counsel for Petitioner and Respondents agree to and will jointly submit to the Court the form of Stipulated Final Judgment attached hereto as Exhibit "A", together with the incorporated joint motion for entry of same, within thirty (30) days from the date of approval of this Settlement Agreement by the CFX Board.
- 5. 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.
- The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.
- 7. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Settlement Agreement.
- 8. Settlement is based on the construction plans placed into evidence in this case, from which, sheets 41, 55-58, 401, 402 and 416-420 Exhibit "B", describe and locate the public street(s) and utilities to the Henderson remainder (property described in OR BK 08943 Page 2342, less the takings of Parcels 112A and B); and on the construction of improvements as built, which the parties acknowledge is in substantial conformity with the plans, and the settlement consideration to be paid herein resolves any claims of Respondents as to these matters.

	Page 2 of 4	
Petitioner		Respondent

9. CFX understands that Respondents may wish to make certain changes to the slope of the driveway outside the cul-de-sac and driveway apron within the area of Parcel 112 Part B as shown in the sketch below (within the area delineated by the dashed lines). All construction in the CFX right of way by any public or private user requires applying for and obtaining a CFX Right of Entry Permit. Respondents may do so but first are required to obtain a Right of Entry Permit from CFX through CFX's normal Right of Entry Permit Application process. CFX agrees that it will not arbitrarily or unreasonably withhold consent to or condition Respondents' Application for Right of Entry Permit for these purposes provided that the Application presents the required information. Once Parcel 112 Part B is conveyed or dedicated to the City of Apopka, then the provisions of this paragraph shall no longer apply.



[Signature page follows]

Linda Brehmer Lanosa, Esq. for Central Florida Expressway Authority Date: 5-26-2017	Cynthia J. Henderson, individually and as Trustee Date: 5-26-17
	Robert S. Henderson, individually and as Trustee Date: 5/26/17
June Edward Cheek, III, Esq. Connsel for Central Florida Expressway	Thomas P. Callan, Esq. Counsel for Respondents

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.

CASE NO: 2013-CA-014398-O Subdivision 39 Parcels 112 (Parts A & B) and 712

٧.

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust; BRUCE A. HATCHER; JEANNIE R. HATCHER; WELLS FARGO BANK, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A. Ik/a Norwest Bank Minnesota, N.A., as Trustee for the Registered Holders of Renaissance Home Equity Loan Asset-Backed Certificates, Series 2003-3; TODD GROSSENBACHER; JOHNNY SANCHEZ; and SCOTT RANDOLPH, Orange County Tax Collector,

STIPULATED FINAL JUDGMENT AS TO PARCELS 112 AND 712

THIS CAUSE having come on for consideration upon the Joint Motion for entry of a Stipulated Final Judgment by the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Petitioner"), and the Respondents, CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust, (referred to as "Respondents") as the fee owners of Parcels 112 (Parts A & B) and 712, and it appearing to the Court that the parties were authorized to enter into such motion, the Court finding that the compensation to be



paid by the Petitioner is full, just and reasonable for all parties concerned and the Court being otherwise fully advised in the premises, finds that:

- A. The taking is necessary for a public purpose.
- B. This Court found that the good faith estimate of value was Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00) for Parcels 112 (Parts A & B) and 712.
- C. Petitioner previously deposited the sum of Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00) in the Registry of the Court and Petitioner shall receive a credit in that amount regarding the sum due.
- D. The compensation to be paid by Petitioner is full, just and reasonable for all parties concerned.
- E. That settlement is based on the construction plans placed into evidence in this case, from which, sheets 41, 55-58, 401, 402 and 416-420 Exhibit "B", describe and locate the public street(s) and utilities to the Henderson remainder (property described in OR BK 08943 Page 2342, less the takings of Parcels 112 A and B); and on the construction of improvements as built, which the parties acknowledge is in substantial conformity with the plans, and the settlement consideration to be paid herein resolves any claims of Respondents as to these matters.
- F. Respondents agrees to resolve full compensation for the taking of Parcels 112 (Parts A & B) and 712.
- G. The parties have waived the right to trial by jury and consent to the immediate entry of this Stipulated Final Judgment. Accordingly, it is

ORDERED AND ADJUDGED as follows:

1. That full and complete compensation for the taking of Parcels 112 (Parts A & B)

and 712, including damages resulting to the remainder and for any other damages of any kind and nature, including business damages (if any), tort claims, special damage claims, interest, and attorneys' fees pursuant to Section 73.092(1). Florida Statutes, including all fees related to monetary benefits and non-monetary benefits, is the sum of Eight Hundred Fifty-Four Thousand, Eight Hundred Twenty-Five Dollars (\$854,825.00), but excluding supplemental attorneys' fees, if any, related to apportionment claims or expert fee claims, if allowable by law and costs, and expert fees and costs. The sum paid to Respondents is subject to claims of apportionment, if any.

2. That title to the property designated as Purcels 112 (Parts A & B) and 712 and more particularly described below:

See Exhibit "A" attached hereto

vested in the Petitioner, Central Florida Expressway Authority, pursuant to the Order of Taking and deposit of money made on or about February 19, 2014. The vesting of title is hereby approved, confirmed and ratified. Petitioner is entitled to a credit for the amount of the deposit, Three Hundred Eighty-Five Thousand, Seven Hundred Dollars (\$385,700.00).

- That there shall be no further claim by Respondents and all parties claiming by.
 through, under or against said Respondents, in this action for any further monies from the
 Petitioner.
- 4. That Petitioner shall pay the sum of FOUR HUNDRED SIXTY-NINE THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS (\$469,125.00), into the registry of the Court within thirty (30) days of the entry of this Final Judgment, which sum represents the difference between full compensation and the amount previously deposited.

- 5. That Respondent shall be fully responsible for any and all apportionment claims as may be asserted by other parties with respect to the compensation proceeds as described in Paragraph 3 of this Stipulated Final Judgment.
- 6. Respondent's attorney shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florido, this ______day of May, 2017.

CHRISTI UNDERWOOD Circuit Judge

CERTIFICATE OF SERVICE

I HEREB	Y CERTIFY that the foregoing was filed with the Clerk of the Court this
day of	2017, by using the Florida Courts E-Filing Portal System. Accordingly, a
copy of the forego	oing is being served on this day to all attorneys/ interested parties identified on
the c-Portal Electi	ronic Service List, via transmission of Notices of Electronic Filing generated by
the e-Portal System	m.
	Judicial Assistant

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,

CASE NO: 2013-CA-014398-O Subdivision 39 Parcels 112 (Parts A & B) and 712

v.

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust; BRUCE A. HATCHER; JEANNIE R. HATCHER; WELLS FARGO BANK, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A. //k/a Norwest Bank Minnesota, N.A., as Trustee for the Registered Holders of Renaissance Home Equity Loan Asset-Backed Certificates, Series 2003-3; TODD GROSSENBACHER; JOHNNY SANCHEZ; and SCOTT RANDOLPH, Orange County Tax Collector,

Respond	lent(s	i).
---------	--------	-----

JOINT MOTION FOR STIPULATED FINAL JUDGMENT AS TO PARCELS 112 and 712

Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and Respondents, CYNTHIA J. HENDERSON and ROBERT S.HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson

Revocable Trust;, respectfully move for entry of the foregoing Stipulated Final Judgment as to Parcels 112 and 712. The undersigned are authorized to enter into this Motion.

Dated this ____ day of May, 2017.

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

Post Office Box 880

Winter Park, Florida 32790-0880

Phone: (407) 423-4246 Facsimile: (407) 645-3728

Attorneys for CFX

CALLAN LAW FIRM, P.A. 921 Bradshaw Terrace Orlando, Florida 32806

Phone: (407) 426-9141 Attorneys for Respondent

JAMES EDWARD CHEEK, III

FBN: 0776866

Primary: tcheek@whww.com Secondary: mredding@whww.com

Additional: ifinch@whww.com RICHARD B. WEINMAN, ESQ.

FBN: 0231370

Primary: rweinman@whww.com Secondary: spollard@whww.com THOMAS P. CALLAN, ESQ.

FBN: 729050

tcallan@callanlaw.com Adm@callanlaw.com PLR@callanlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, pursuant to Florida Rule of Judicial Administration 2.516, the
foregoing was filed with the Clerk of the Court this day of, 2017, 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 e-Portal Electronic Service List, via
transmission of Notices of Electronic Filing generated by the e-Portal System.
/s/

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-202

PARCEL NO. 112
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: PART B RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL NO. 112 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, PLORIDA, BEING A FOUND 6°X5° CONCRETE MONUMENT, NO IDENTIFICATION: THENCE SOUTH 02°14′21° EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°14′21° EAST ALONG SAID EAST LINE, A DISTANCE OF 904.05 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 400 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN 50UTH 89°29'17° WEST ALONG SAID NORTH LINE, A DISTANCE OF 373.70 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF MORTH 03°05'03° WEST, RUN 622.17 FEET ALONG THE ARC OF SAID CURVE, CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 03°11'30°, A RADIUS LENGTH OF 11,169.16 FEET, A CHORD BEARING OF NORTH 04°40'48° WEST AND A CHORD LENGTH OF 622.09 FEET TO A POINT; THENCE FROM A TANGENT BEARING OF NORTH 06°16'32° WEST, RUN NORTH 37°22'01° EAST, A DISTANCE OF 182.75 FEET TO A POINT; THENCE NORTH 00°27'45° WEST, A DISTANCE OF 138.80 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°27'24° EAST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 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 7.500 ACRES, MORE OR LESS

PARCEL NO. 112 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6*X6* CONCRETE MONUMENT, NO IDENTIFICATION: THENCE SOUTH 02°14'21* EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE MORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°27'24* WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 90°27'45* EAST, A DISTANCE OF 114.23 FEET TO A POINT; THENCE SOUTH 89°31'59* WEST, A DISTANCE OF 46.60 FEET TO A POINT; THENCE NORTH 52°36'26* WEST, A DISTANCE OF 49.54 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 37°23'29* EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 106.13 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°27'24* EAST ALONG SAID SOUTH LINE, A DISTANCE OF 20.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,465 SQUARE FEET, MORE OR LESS

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO. 112 GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LAME

SURVEYING 137

MAITLAND, FLORIDA 32751

VOICE: (407) 64D-2322 PAX: 660-9223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-202

PARCEL NO. 712
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
ESTATE: TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

PARCEL NO. 712

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8943, PAGE 2342 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°27'24" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°27'45" EAST, A DISTANCE OF 114.23 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 14.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 34.00 FEET TO A POINT; THENCE SOUTH 89°31'59" WEST, A DISTANCE OF 32.07 FEET TO A POINT; THENCE NORTH 00°28'01" WEST, A DISTANCE OF 34.00 FEET TO A POINT; THENCE SOUTH 89°31'59" EAST, A DISTANCE OF 32.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,090 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

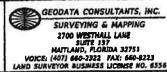
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

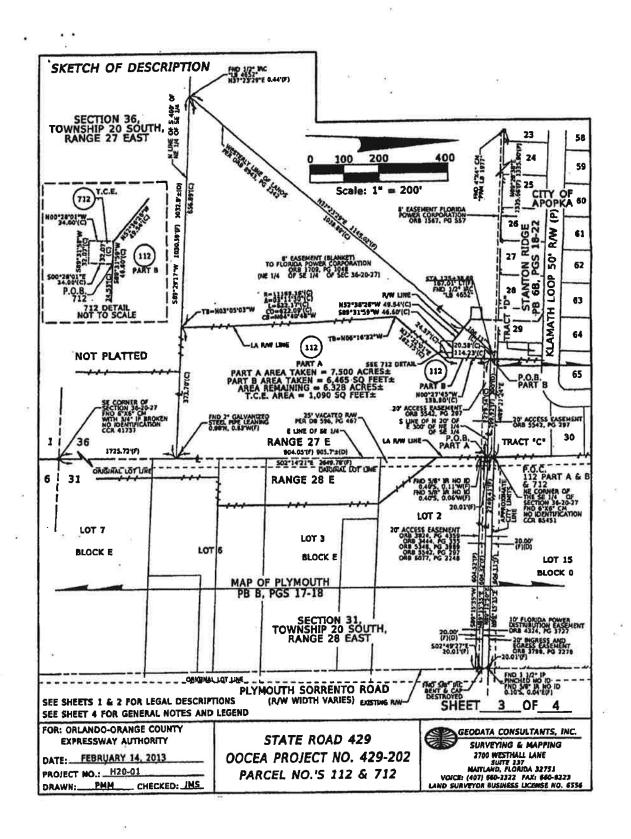
DATE: FEBRUARY 14, 2013

PROJECT NO .: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 712





SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

Δ	- DELTA (CENTRAL ANGLE)	LK .	- LIMITED ACCESS
	- CALCULATED	LT	= LEFT +
(C)		NO.	- NUMBER
(D)	- DEED		- OFFICIAL RECORDS BOOK
(F)	- FIELD	ORB	a dilitar urbound book
(P)	₩ PLAT	R.	- PROPERTY LINE
CB	- CHORD BEARING	P8.	# PLAT BOOK
	- CERTIFIED CORNER RECORD	₽G	- PAGE
CCR		PGS	- PAGES
CD	- CHORD DISTANCE		POINT OF BEGINNING
CN	= CONCRETE MONUMENT	P.O.B.	PONT OF COMMENCEMENT
DB	- DEED BOOK	P.O.C.	- POINT OF COMMENCEMENT
FND	- FOUND	II,	= RÁDIUS
	- IDENTIFICATION	RT	= RIGHT
1D		N/W	= RIGHT OF WAY
IP.	- IRON PIPE	SO	- SQUARE
IR:	- IRON ROD	STA	
IRC	IRON ROD AND CAP		= STATION
1	= LENGTH	TB	- TANGENT BEARING
-		T,C.E.	- TEMPORARY CONSTRUCTION EASEMENT

GENERAL NOTES:

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/Z007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 07°14/21° EAST.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- 4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- 5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JULY 17, 2012, FILE NO. 2037-2774472, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
- 6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE GRANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
- 7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- 8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS SEE SHEET 3 FOR SKETCH OF DESCRIPTION

	1	1
REVISED PER COMMENTS	PMM	07/08/2013
REVISED PER COMMENTS		06/24/2013
REVISED PER COMMENTS	PMM	04/03/2013
REVISION	BY	DATE

Topicary to the control of the contr

FOR: ORTANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO.'S 112 & 712

GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2100 WESTHALL LAME
SURTE 12

MAITTAND, RORDA 32751

VOICE (607) 460-3222 FAX: 460-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6356

Temporary Construction Easement Terms

A temporary non-exclusive easement on, over and through the Property, described as Parcel 712, for the purpose of access and construction of the Highway Facilities, including the right to perform all work, and, without limitation, the right to enter upon the Property for the purposes of sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration during the Authority's construction of the Highway Facilities, as the Authority deems necessary or prudent. The temporary construction easement shall expire upon the completion of the construction of the Project or three (3) years from the date of execution or possession of the temporary construction easement, whichever is sooner.

CONSENT AGENDA ITEM

#19



MEMORANDUM

TO:

Central Florida Expressway Authority

Client-Matter No.: 19125.0082

Board Members

FROM:

David A. Shontz, Esq.

DATE:

June 26, 2017

RE:

State Road 453 Wekiva Parkway, Project 429-206

Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a Duke Energy as to Parcel 311, Part A and Part B; and Parcel 811; Parcel 312; Parcel 314, Part A and Part B; Parcel 316, Part A and Part B, and Parcel 816; Parcel 319; Parcel 320 and 820; Parcel 322 and 822; Parcel 328, Part A and

Sauil G. Shortz

Part B; and Parcel 335

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Subordination of Easements Agreement between the Central Florida Expressway Authority ("CFX") and Duke Energy Florida LLC d/b/a Duke Energy ("Duke Energy") and requests the CFX Board approve this agreement relating to Parcel 311, Part A and Part B; and Parcel 811; Parcel 312; Parcel 314, Part A and Part B; Parcel 316, Part A and Part B, and Parcel 816; Parcel 319; Parcel 320 and 820; Parcel 322 and 822; Parcel 328, Part A and Part B; and Parcel 335 of the State Road 453 Wekiva Parkway Project, Section 429-206.

DESCRIPTION AND BACKGROUND

As part of the acquisition of the above-named parcels in Section 429-206 of the Wekiva Parkway Project, Duke Energy held perpetual easements for the transmission and distribution of electricity encumbering the above-referenced parcels. Duke will be able to re-establish the distribution lines on these parcels to provide service to the remaining improvements. Accordingly, Duke has agreed to subordinate its easement interests in the above-referenced parcels.

Please find attached hereto the Subordination of Easements Agreement by and between the CFX and Duke for Easements in Lake County for the Wekiva Parkway Section 429-206 which was executed on behalf of Duke on April 17, 2017. This Subordination Agreement eliminates any reference to indemnification by the CFX. Right-of-way counsel requests the CFX Board authorize execution of the Subordination of Easements Agreement on behalf of the CFX.

It is in the best interest of the Central Florida Expressway Authority to approve this Subordination of Easements Agreement, and will result in savings of both time and monies for CFX. The agreement was recommended by the Right of Way Committee at its June 28, 2017 meeting.

REQUESTED ACTION

Right-of-way counsel respectfully requests the CFX Board approve execution of the attached Subordination of Easements Agreement, Lake County, Florida, Wekiva Parkway Project Section 429-206 of the State Road 453 Wekiva Parkway Project, Section 429-206.

ATTACHMENTS

Subordination of Easements Agreement by and between the Central Florida Expressway Authority and Duke Energy Florida LLC d/b/a Duke Energy as to Parcel 311, Parts A and B, and Parcel 312; Parcel 314, Parts A and B; Parcel 315, Parts A and B; Parcel 316, Parts A and B, and Parcel 816; Parcel 319; Parcel 320 and 820; Parcel 322 and 822; Parcel 328, Parts A and B; and Parcel 335 with sketches of legal description for the affected parcels.

Reviewed by: Suph I Passistone

ORLDOCS 15487840 1

Prepared By and Return To: David A. Shontz, Esquire Shutts & Bowen LLP 300 South Orange Avenue, Suite 1000 Orlando, Florida 32801

SUBORDINATION OF EASEMENTS AGREEMENT, LAKE COUNTY, FLORIDA, WEKIVA PARKWAY PROJECT SECTION 429-206

THIS SUBORDINATION OF EASEMENTS AGREEMENT, entered into this day of ______, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and DUKE ENERGY FLORIDA, LLC, d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
- 2. <u>Subordination</u>. The Utility subordinates to the Authority, its successors and assigns, any and all of its easements only to the extent they encumber listed property in the lands described as follows, to wit:

[See Composite Exhibit "A" attached hereto and incorporated by reference herein]

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

- 3. Reservation of Rights. The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.
- 4. Relocation of Easements. Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. Maintenance Access by the Utility.

- a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.
- b. In the exercise of the rights and privileges under Paragraphs 3 and 5a, above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a, above.
- 6. Non-Interference with Facilities. The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property.
- 7. Notice of Construction. Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

General Provisions. No failure of either party to exercise any power given 8. hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered in our presence as witnesses:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
-	Ву:	
	Joseph A. Berenis Deputy Executive Director	
(Print Name)		
(Print Name)		
APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:		
Shutts & Bowen, LLP	Ву:	
By:	Linda Brehmer Lanosa Deputy General Counsel	
STATE OF FLORIDA COUNTY OF ORANGE		
, 2017, by <u>Joseph A. Bere</u> FLORIDA EXPRESSWAY AUTHORITY, a	knowledged before me this day of cenis as Deputy Executive Director of CENTRAL municipal corporation, who is personally known to as identification and who did/did not take an oath.	
Ā	Notary Public	
F	rint Name	
	Notary Public, State of Florida Commission No.	
Ŋ	My commission expires:	

Signed, sealed and delivered in our presence as witnesses:	DUKE ENERGY FLORIDA, LLC, d/b/a Duke Energy
Catherine A. Mori (Print Name)	By: K
(Print Name)	Print Name: Kois Tichia Title: Manager, Land Services
Shelley C Welch	Title: Manager, Land Services
Shelley C Welch (Print Name)	CRAWFORD A OWEN,
COUNTY OF feminale	Bare: 4/AVIC
Florida, LLC, d/b/a Duke Energy, on below	acknowledged before me this / day of as Managen - land Service s of Duke Energy of the limited Publish company, who is personally as identification and who did/did not take
	Notary Public Catherine A Mor:
	Catherine A Mor.
CATHERINE A MORI MY COMMISSION # GG 083382 EXPIRES: March 27, 2021 Bonded Thru Budget Notary Services	Notary Public, State ofCommission No.
- at the political time profile (pres) controls	My commission expires:

ORLDOCS 15238782 I

COMPOSITE EXHIBIT 'A'

LEGAL DESCRIPTIONS WEKIVA PARKWAY PROJECT 429-206

PARCEL 311, Part A and Part B, and PARCEL 811

PARCEL 312

PACEL 314, Part A and Part B

PARCEL 315, Part A and Part B

PARCEL 316, Part A and Part B, and PARCEL 816

PARCEL 319

PARCEL 320 and PARCEL 820

PARCEL 322 and PARCEL 822

PARCEL 328, Part A and Part B

PARCEL 335

PARCEL 311 PART A PURPOSE: RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the West 1/2 of the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 748.48 feet to the POINT OF BEGINNING; thence departing said South line, run North 63°09'42" West, a distance of 113.78 feet; thence run South 89°47'27" East, a distance of 671.51 feet; thence run South 00°58'18" West, a distance of 51.00 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence run North 89°47'27" West along the South line of said Southwest 1/4, a distance of 411.53 feet to the POINT OF BEGINNING.

Containing 0.726 acres, more or less.

PARCEL 311 PART B PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the East 1/2 of Section 35 and the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 1317.59 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence departing sald South line, run North 00°58'18" East, a distance of 51.00 feet; thence run North 89°47'27" West, a distance of 159.72 feet to the POINT OF BEGINNING; thence continue North 89°47'27" West, a distance of 511.79 feet; thence run North 60°15'41" West, a distance of 220.43 feet; thence run North 54"36'10" West, a distance of 235.58 feet to a point on a curve, concave to the Northeast, having a Radius of 3984.72 feet and a Central Angle of 29°42'47"; thence run Northwesterly along the Arc of said curve, a distance of 2066.44 feet (Chord Bearing = North 39°44'46" West, Chord Distance = 2043.36') to the end of said curve; thence run North 24°53'22" West, a distance of 364.97 feet; thence run North 90°00'00" West, a distance of 383.88 feet; thence run North 01°03'08" East, a distance of 799.40' to a point on the North line of the of the South 272.50 feet of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South Range 27 East; thence run North 89°47′59" East along said North line, a distance of 301.90 feet to the Northeast corner of said South 272.50 feet, said point being a 3.5" diameter concrete monument with cap stamped "LB 3827"; thence run South 00°53'15" West along the East line of said South 272.50 feet, a distance of 272.55 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°47′59" East along the North line of the Southeast 1/4 of said Section 35, a distance of 190.12 feet; thence departing said North line, run South 24°53'22" East, a distance of 794.45 feet to a point on a curve, concave to the Northeast, having a Radius of 3654.72 feet and a Central Angle of 28°00′10"; thence run Southeasterly along the Arc of said curve, a distance of 1786.22 feet (Chord Bearing = South 38°53'28" East, Chord Distance = 1768.49 feet) to the end of said curve; thence run South 66°10'44" East, a distance of 137.81 feet; thence run South 51°38'41" East, a distance of 99.35 feet to a point on a curve, concave to the Northeast, having a Radius of 3632.72 feet and a Central Angle of 03°11'26"; thence run Southeasterly along the Arc of sald curve, a distance of 202.29 feet (Chord Bearing = South 58°10'20" East, Chord Distance = 202.26 feet) to the end of sald curve; thence run South 59°46'03" East, a distance of 519.46 feet; thence run South 40°36'53" East, a distance of 21.18 feet; thence run South 30°14′34" West, a distance of 92.10 feet to the POINT OF BEGINNING.

Containing 32.536 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

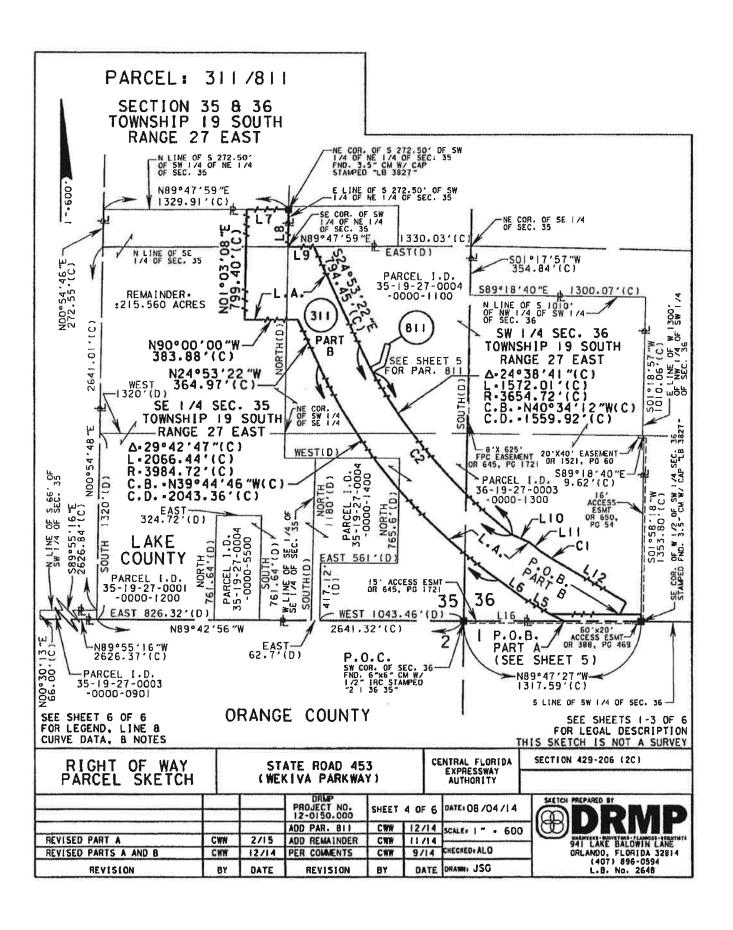
PARCEL 811

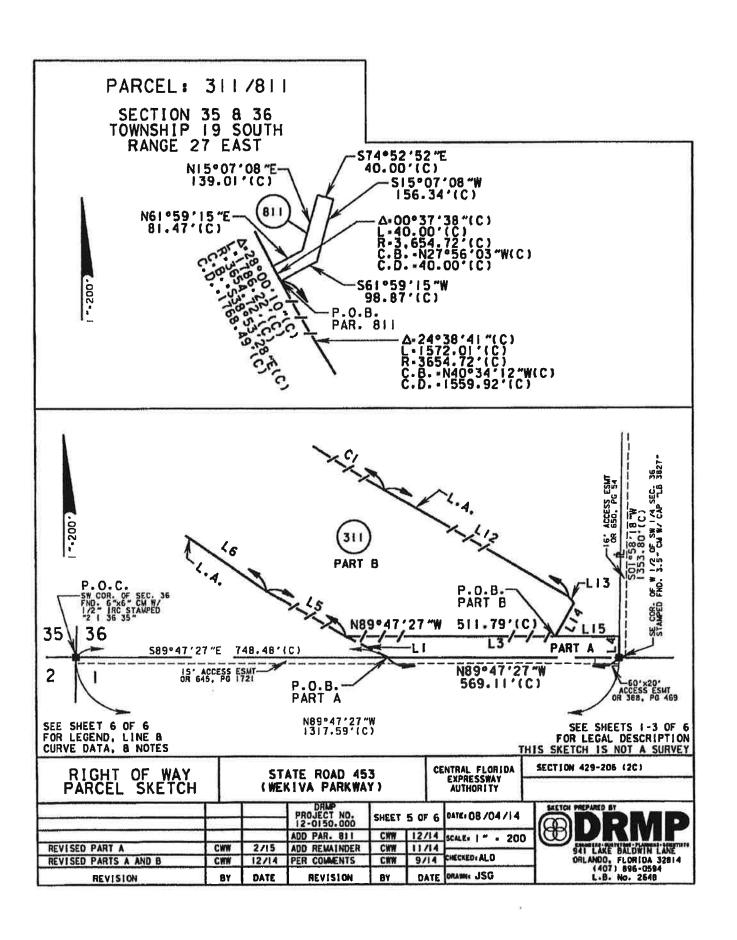
PURPOSE: PERMANENT DRAINAGE EASEMENT (ESTATE: PERPETUAL EASEMENT)

A parcel of land lying in the West 1/2 of the Southwest 1/4 of Section 36 Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 36, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with 1/2" iron rod stamped "2 1 36 35"; thence run South 89°47'27" East along the South line of the Southwest 1/4 of said Section 36, a distance of 1317.59 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 36, said point being a found 3.5" concrete monument with cap stamped "LB 3827"; thence departing sald South line, run North 00°58'18" East, a distance of 51.00 feet; thence run North 89°47'27" West, a distance of 159.72 feet; thence North 30°14'34" East, a distance of 92.10 feet; thence North 40°36'53" West, a distance of 21.18 feet; thence North 59"46'03" West, a distance of 519.46 feet to the point of curvature of a curve to the right having a radius of 3632.72 feet and a central angle of 03°11'26"; thence run Northwesterly along the Arc of sald curve, a distance of 202.29 feet (Chord Bearing = North 58°10'20" West, Chord Distance = 202.26 feet) to the end of said curve; thence run North 51"38'41" West, a distance of 99.35 feet; thence run North 66°10'44" West, a distance of 137.81 feet to a point on a curve to the right, concave Northeasterly, having a radius of 3654.72 feet and a central angle of 24°38'41"; thence run Northwesterly along the Arc of sald curve, distance of 1572.01 feet (Chord Bearing = North 40°34'12" West, Chord Distance = 1559.92 feet) to the end of said curve and the POINT OF BEGINNING; thence continue along a curve to the right having a radius of 3654.72 feet and a central angle of 00°37'38, a distance of 40.00 feet (Chord Bearing = North 27°56'03" West, Chord Distance = 40.00 feet) to the end of said curve; thence run North 61°59'15", a distance of 81.47 feet; thence run North 15°07'08" East, a distance of 139,01 feet; thence run South 74°52'52" East, a distance of 40.00 feet; thence run South 15°07'08" West, a distance of 156.34 feet; thence run South 61°59'15" West, a distance of 98.87 feet to the POINT OF BEGINNING.

Containing 9515 square feet, more or less.





PARCEL: 311/811

LEGEND:

LINE DATA:

(C)	207	CALCULATED DATA
C.B.		CHORD BEARING
C.D.	-	CHORD LENGTH
COR.	m	CORNER
CM	m	CONCRETE MONUMENT
(D)	=	DESCRIBED DATA
ESMT	988	EASMENT
EXIST.		EXISTING
FND.		FOUND
I.D.	_	IDENTIFICATION
IP.	_	IRON PIPE
IRC	-	IRON ROD & CAP
L	=	ARC LENGTH
L.A.	=	LIMITED ACCESS RIGHT OF WAY
L.B.	-	LICENSED BUSINESS
OR	-	OFFICIAL RECORDS BOOK
PAR.	04	PARCEL
₽.		PROPERTY LINE
P.O.B.	-	POINT OF BEGINNING
P.O.C.	per	POINT OF COMMENCEMENT
No.	=	NUMBER
PG		PAGE
R	_	RADIUS
REQ.		REQUIRED
11-4.	-	ILEGOIILED

RIGHT-OF-WAY

CENTRAL ANGLE

SECTION

L1 = N63*09'42"W 113.78' (C) L2 == (NOT USED) L3 - S89°47'27"E 671.51' (C) $L4 = S00^{\circ}58'18''W 51.00'$ (C) L5 = N60°15'41"W 220.43' (C) L6 = N54*36'10"W 235.58' (C) $L7 = N89^{\circ}47'59''E 301.90' (C)$ L8 = S00°53'15"W 272.55' (C) $L9 = N89^{\circ}47'59''E 190.12'(C)$ $L10 = 566^{\circ}10'44''E = 137.81' (C)$ L11 = 551°38'41"E 99.35' (C) L12 - S59°46'03"E 519.46' (C) L13 = 540°36'53"E 21.18' (C) L14 = 530°14'34"W 92.10' (C) L15 = N89°47'27"W 159,72' (C) L16 = S89°47'27"E 748.48' (C)

Curve C1; \$\Delta=03^11'26'(C)\$ \$L=202.29' (C)\$ \$R=3632.72' (C)\$ \$C.B.=\$58^10'20"E (C)\$ \$C.D.=202.26' (C)\$

Curve C2; Δ=28°00'10"(C) L=1786.22' (C) R=3654.72' (C) C.B.=538°53'28"E (C) C.D.=1768.49' (C)

NOTES:

R/W

SEC.

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'27" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876487, DATED JULY 08, 2014.

STATE ROAD 453

(WEKIVA PARKWAY)

SEE SHEETS 4-5 OF 6 FOR SKETCH OF DESCRIPTION

RIGHT OF WAY

PARCEL SKETCH

SEE SHEETS 1-3 OF 6 FOR LEGAL DESCRIPTION

SECTION 429-206 (2C)

ALLEN L. QUICKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

CENTRAL FLORIDA

EXPRESSWAY

YTIROHTUA



PARCEL 312

PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

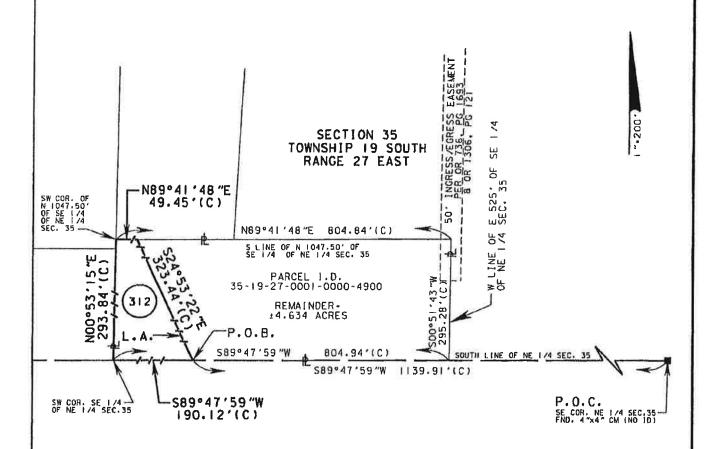
Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47′59" West along the South line of said Northeast 1/4, a distance of 1139.91 feet to the POINT OF BEGINNING; thence continue South 89°47′59" West along said South line, a distance of 190.12 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53′15" East along the West line of the Southeast 1/4 of the Northeast 1/4, a distance of 293.84 feet to the Southwest corner of the North 1047.50 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°41′48" East along the South line of said North 1147.50 feet, a distance of 49.45 feet; thence departing said South line, run South 24°53′22" East, a distance of 323.44 feet to the POINT OF BEGINNING.

Containing 0.808 acres (35,199 square feet), more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.



SECTION 35 TOWNSHIP 19 SOUTH RANGE 27 EAST



SECTION 35 TOWNSHIP 19 SOUTH RANGE 27 EAST

SEE SHEET 3 OF 3 FOR LEGEND & NOTES.

SEE SHEET | OF 3 FOR LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

	RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)			C	ENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
		PR 12		PROJECT NO. 12-0150.000	SHEET 2 OF 3		DATE: 08 /06 /14	SKETCH PREPARED BY	
1	WW			ADD REMAINDER	CWW	11714	SCALE: " - 200	DINGERS - NATIONS - PLANE TO A CONTROL OF THE PROPERTY OF THE	
1				PER COMMENTS	CWW	0.0000000000000000000000000000000000000	941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814		
l	REVISION	ВY	DATE	DATE REVISION B		DATE	DRAWN: JSG	(407) 896-0594 L.B. No. 2648	

LEGEND:

CALCULATED DATA (C) L.A. = LIMITED ACCESS RIGHT OF WAY C.B. - CHORD BEARING L.B. -LICENSED BUSINESS C.D. - CHORD LENGTH OR OFFICIAL RECORDS BOOK COR. **CORNER** P. PROPERTY LINE **□** CONCRETE MONUMENT CM P.O.B. ⇒ POINT OF BEGINNING (D) - DESCRIBED DATA P.O.C. = POINT OF COMMENCEMENT ■ EASMENT ESMT No. = NUMBER EXIST. = EXISTING PG PAGE -FND. **■ FOUND** R **RADIUS** LD. - IDENTIFICATION REQ. - REQUIRED IÞ. = IRON PIPE R/W = RIGHT-OF-WAY IRC = IRON ROD & CAP SEC. - SECTION - ARC LENGTH L Δ - CENTRAL ANGLE

NOTES:

Diffill Will

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN ORDER No. 4876497, DATED JULY 20, 2014.

SEE SHEET | OF 3 FOR SEE SHEET 2 OF 3 FOR LEGAL DESCRIPTION SKETCH OF DESCRIPTION THIS SKETCH IS NOT A SURVEY RIGHT OF WAY SECTION 429-206 (2C) CENTRAL FLORIDA STATE ROAD 453 **EXPRESSWAY** PARCEL (WEKIVA PARKWAY) AUTHORITY Ja. 18: 101 DRMP PROJECT NO. 12-0150.000 SKETCH PREPARED BY SHEET 3 OF 3 DATE: 08 /06 /14 ALLEN L. DUICKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED) SCALE: 1" - 200 ADD REMAINDER CWW 11/14 CHECKED: ALD PER COMMENTS ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648 CAM 9/14 DATE DRAWN JSG REVISION BY

PARCEL 314 PART A PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)

A parcel of land lying in the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4, subject to the north 30 feet thereof for nonexclusive right of way easement for Coronado Somerset Drive as described in Official Records Book 431, Page 150 of the Public Records of Lake County, Florida; and also lying in the Southwest 1/4 of the Northeast 1/4 all being within Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of sald Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 958.67 feet to the POINT OF BEGINNING, said point being the northeast corner of lands described in Official Records Book 4109, Page 1849, Public Records of Lake County, Florida; thence departing said South line, run the following 4 courses around said Official Records book 4109, Page 1849: South 00°18'12 East, a distance of 137.54 feet; thence run South 87°54'58" West, a distance of 302.52 feet to a point on a non-tangent curve, concave to the East, having a Radius of 140.00 feet and a Central Angle of 10°39'11"; thence run Northwesterly along the Arc of said curve, a distance of 26.03 feet (Chord Bearing = North 05°37'47" West, Chord Distance = 25.99 feet) to the end of said curve; thence run North 00°18'12" West, a distance of 121.06 feet to a point on the aforementioned South line of the Northwest 1/4 of the Northeast 1/4; thence run South 89°41'48" West along said South line, a distance of 16.01 feet to a point on the easterly line of a 50 foot Road and Utility Easement as described in Official Records Book 1046, Page 1890; thence departing sald South line run North 00°54'46" East, along said easterly line, a distance of 639.63 feet to the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence departing said easterly line, North 89°38'42" East, along said South line, a distance of 282.30 feet to the East line of West 1/2 of the Southwest 1/4 of sald Northwest 1/4 of the Northeast 1/4; thence, departing said South line, run South 00"54'23" West along the East line of said West 1/2, a distance of 639.88 feet to the Southeast corner of said West 1/2; thence run North 89°41'48" East along the aforementioned South line of the Northwest 1/4 of the Northeast 1/4, a distance of 38.44 feet to the POINT OF BEGINNING.

Containing 5.141 acres, more or less.

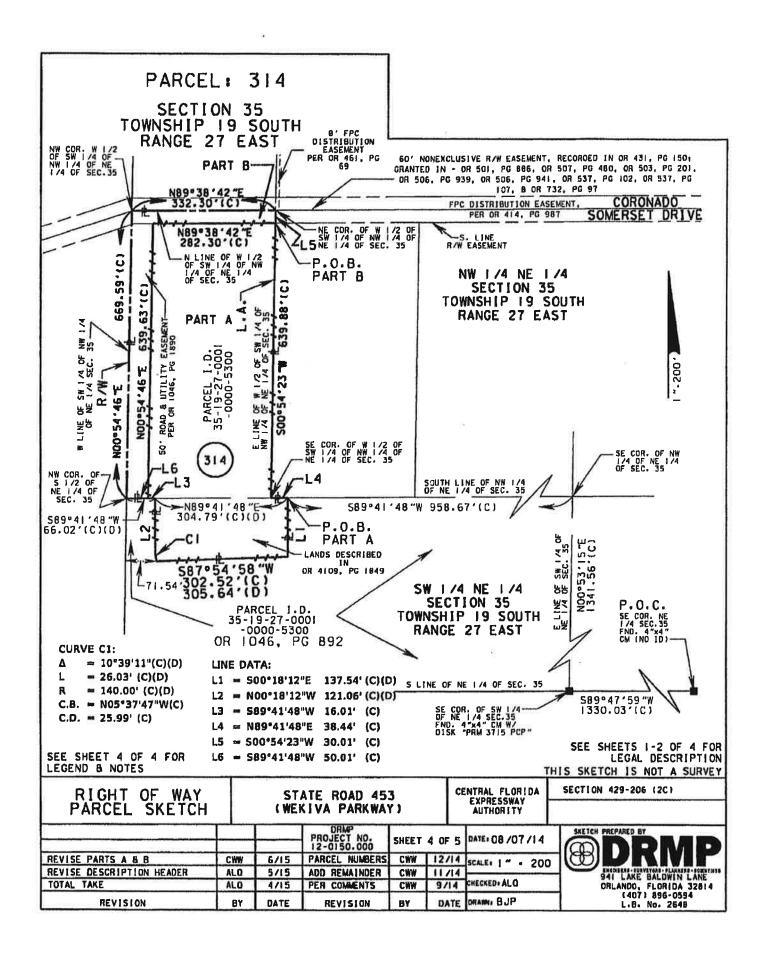
PARCEL 314 PART B

PURPOSE: RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4, subject to the north 30 feet thereof for nonexclusive right of way easement for Coronado Somerset Drive as described in Official Records Book 431, Page 150 of the Public Records of Lake County, Florida; and also lying in the Southwest 1/4 of the Northeast 1/4 all being within Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 997.11 feet to the East line of West 1/2 of the Southwest 1/4 of said Northwest 1/4 of the Northeast 1/4; thence run along said East line of West 1/2 North 00°54'23" East, a distance of 639.88 feet to a point on the South line of a 60foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING: thence run along said South line South 89°38'42" West, a distance of 282.30 feet to a point on the easterly line of a 50 foot Road and Utility Easement as described in Official Records Book 1046, Page 1890 of the Public Records of Lake County, Florida; thence South 00°54′46″ East, along said easterly line, a distance of 639.63 feet to the aforementioned South line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4; thence South 89°41'48" West, along sald South line, a distance of 50.01 feet to the West line of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence departing said South line, run North 00°54'46" East along said West line a distance of 669.59 feet to a point on the North line of the West 1/2 of the Southwest 1/4 of said Northwest 1/4 of the Northeast 1/4; thence run North 89°38'42" East along said North line, a distance of 332.30 feet to the Northeast corner of said West 1/2; thence departing said North line, run South 00°54'23" West along the East line of sald West 1/2, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 0.963 acres, more or less.



LEGEND:

AC. - ACRES

(C) = CALCULATED DATA

C.B. **■ CHORD BEARING**

C.D. - CHORD LENGTH

COR. = CORNER

CM - CONCRETE MONUMENT

 DESCRIBED DATA (D)

EXIST. = EXISTING

FND. - FOUND

I.D. **■ IDENTIFICATION**

ΙP - IRON PIPE

- ARC LENGTH

■ LIMITED ACCESS RIGHT OF WAY L.A.

L.B. **■ LICENSED BUSINESS**

ЯO - OFFICIAL RECORDS BOOK

PAR. - PARCEL

- PROPERTY LINE

P.O.B. - POINT OF BEGINNING

- POINT OF COMMENCEMENT P.O.C.

No, = NUMBER

PG - PAGE

= RADIUS

REQ. - REQUIRED

R/W = RIGHT-OF-WAY

SEC. - SECTION

- TANGENT BEARING T.B. Δ

- CENTRAL ANGLE

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89"47"59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE. SHUTTS AND BOWEN LLP ORDER No. 4876513, DATED JULY 13, 2014.

SEE SHEET 3 OF 4 FOR SKETCH OF DESCIPTION

SEE SHEETS 1-2 OF 4 FOR LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY SECTION 429-206 (2C)

RIGHT OF WAY

STATE ROAD 453 (WEKIVA PARKWAY)

DRMP PROJECT NO. 12-0150.000

TOTAL TAKE

CENTRAL FLORIDA EXPRESSWAY YTIROHTUA

SKETCH DATE: 08 /07 /14

941 LAKE BALOWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

lilis ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)

Ja 1:: 41

ALO 4/15 SCALE: | " - 200 PARCEL NUMBERS CWW 12/14 ADD REMAINDER CWW 11/14 CHECKED: ALO DATE DRAME BJP PER COMMENTS REVISION CWW

SHEET 5 OF 5

 $\delta y_{D_{eff} H Homes}$

PARCEL 315 PART A PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 664.74 feet to the Southeast corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35 and the POINT OF BEGINNING; thence continue South 89°41'48 West along said South line, a distance of 332.37 feet to the Southwest corner of said East 1/2; thence run North 00°54'23" East, along the West line of said East 1/2, a distance of 639.88 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 332.31 feet to the East line of aforesaid East 1/2; thence departing said South line, run South 00°54'00" West along the said East line of East 1/2, a distance of 640.18 feet to the POINT OF BEGINNING.

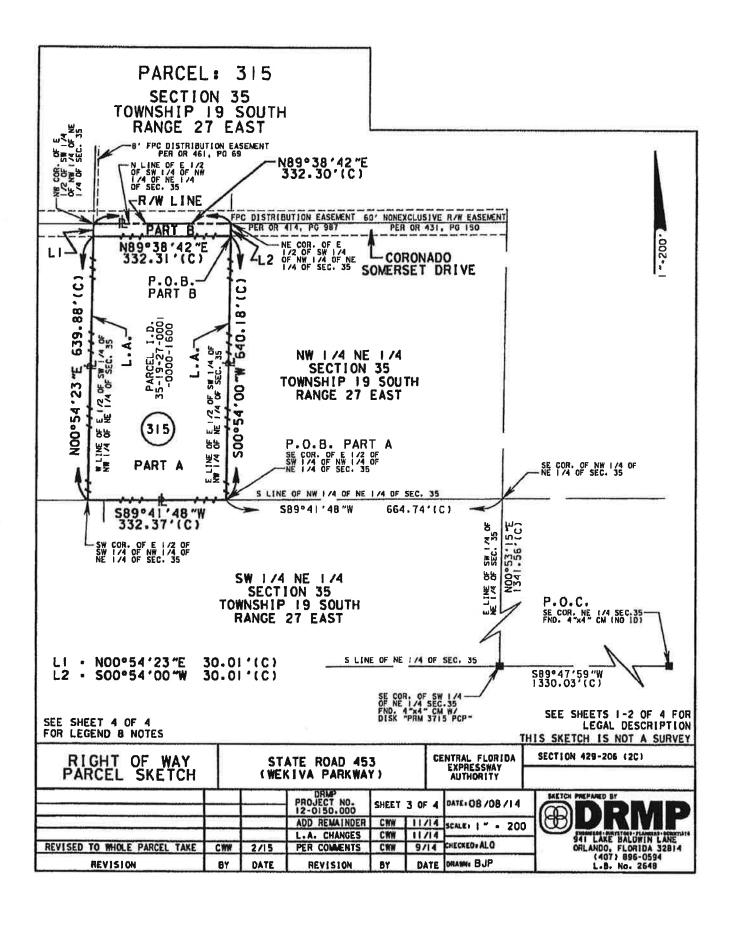
Containing 4.882 acres, more or less.

PARCEL 315 PART B PURPOSE: RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 664.74 feet to the Southeast corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°54'00" East, along the East line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, a distance of 640.18 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence departing said East line, run South 89°38'42" West, along said South line, a distance of 332.31 feet to the West line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence departing said South line, run North 00°54'23" East, along said West line, a distance of 30.01 feet to the North line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 332.30 feet to the aforesaid East line; thence departing said North line, run South 00°54'00" West, along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 9969 square feet, more or less.



NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876575, DATED JULY 13, 2014.

LEGEND:

(C) = CALCULATED DATA C.B. = CHORD BEARING

C.D. = CHORD LENGTH

COR. - CORNER

CM = CONCRETE MONUMENT

EXIST. = EXISTING

FND.

FOUND

1.D. = IDENTIFICATION
IP = IRON PIPE

L = ARC LENGTH

L.A. - LIMITED ACCESS RIGHT OF WAY

L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK

P PROPERTY LINE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

No. = NUMBER

PG = PAGE

R = RADIUS

REQ. = REQUIRED

R/W = RIGHT-OF-WAY

SEC. - SECTION

Δ = CENTRAL ANGLE

SEE SHEET 3 OF 4 FOR SKETCH OF DESCRIPTION

SEE SHEETS 1-2 OF 4 FOR LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

SECTION 429-206 (2C)

SEETCH PREPARED BY

PARCEL SKETCH

STATE ROAD 453 (WEKIVA PARKWAY)

REVISION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE DRAWN BJP

4 DATE: 08 / 08 / 14

PROJECT NO. 12-0150.000 SHEET 4 OF 4 DAYE: 08/08/14

ADD REMAINDER CWW 11/14 SCALE: 1" - 200

L.A. CHANGES CWW 11/14

PER COMMENTS CWW 9/14 CHECKED: ALO

BY

941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

ALLEN L. OUTEKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)

PARCEL 316 PART A

PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47′59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53′15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4, a distance of 382.38 feet to the POINT OF BEGINNING; thence continue South 89°41′48" West, along said South line, a distance of 282.36 feet to the Southwest corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Northeast 1/4 of Section 35; thence run North 00°54′00" East along the West line of said West 1/2, a distance of 670.18 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38′42" East along said South line, a distance of 282.29 feet; thence departing said South line, run South 00°53′37" West, a distance of 640.43 feet to the POINT OF BEGINNING.

Containing 4.149 acres, more or less.

PARCEL 316 PART B

RT B (ESTATE: FEE SIMPLE)
portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35

PURPOSE: RIGHT OF WAY

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47′59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53′15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41′48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, and the POINT OF BEGINNING; thence continue South 89°41′48 West along said South line, a distance of 50.01 feet; thence departing said South line, run North 00°53′37" East, a distance of 640.43 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38′42" East along said South line, a distance of 50.01 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35; thence run South 00°53′37" West along said East line, a distance of 640.48 feet to the POINT OF BEGINNING.

Containing 0.735 acres, more or less.

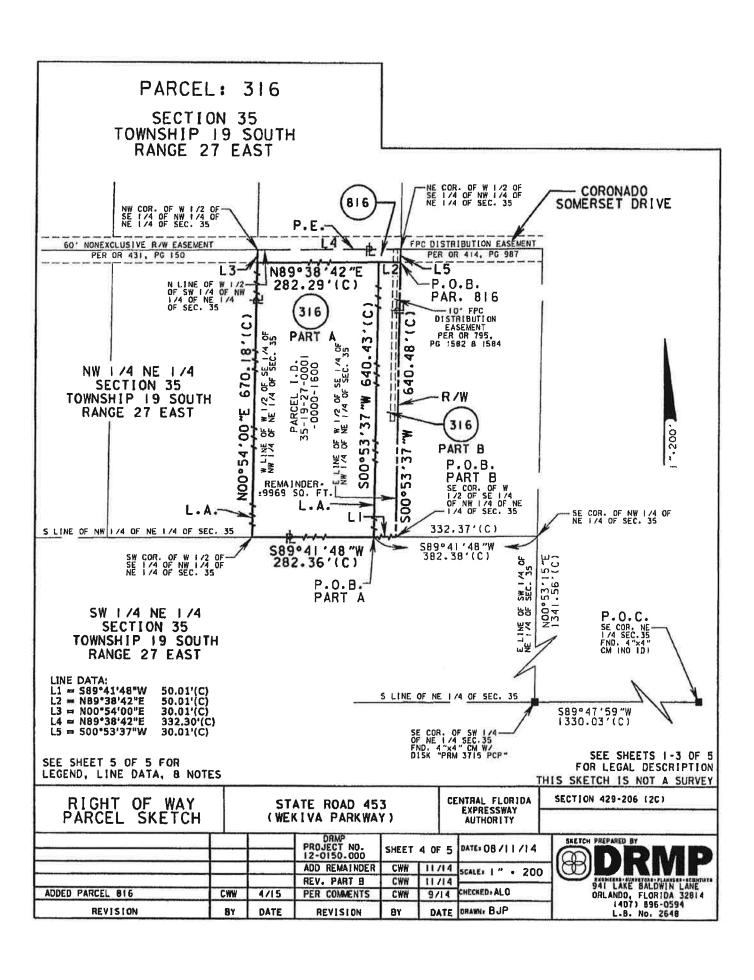
PARCEL 816

PURPOSE: PERMANENT EASEMENT (ESTATE: PERMANENT EASEMENT)

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete manument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53'37" East, along the East line of said West 1/2, a distance of 640.48 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence departing said East line, run South 89°38'42" West, along said South line, a distance of 332.30 feet to the West line of the aforesaid West 1/2; thence departing said South line, run North 00"54'00" East, along said West line, a distance of 30.01 feet to a point on the North line of the aforesaid West 1/2; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 332.30 feet to aforesaid East line of the West 1/2; thence departing said North line, run South 00°53'37" West, along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 9969 square feet, more or less.



NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST. BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876556, DATED JULY 13, 2014.

LEGEND:

OR = OFFICIAL RECORDS BOOK (C) = CALCULATED DATA = PROPERTY LINE C.B. = CHORD BEARING P.O.B. - POINT OF BEGINNING C.D. = CHORD LENGTH P.O.C. - POINT OF COMMENCEMENT = CORNER COR. = NUMBER No. CM = CONCRETE MONUMENT P.E. = PERPETUAL EASEMENT (D) **™** DESCRIBED DATA PG = PAGE EXIST. = EXISTING R = RADIUS FND. = FOUND R/W = RIGHT-OF-WAY FT. = FEET SEC. = SECTION I.D. = IDENTIFICATION SQ. - SQUARE ΙP = IRON PIPE

T.B. = TANGENT BEARING = ARC LENGTH = CENTRAL ANGLE Δ **■ LIMITED ACCESS RIGHT OF WAY** L.A.

L.B. □ LICENSED BUSINESS

SEE SHEET 4 OF 5 FOR SKETCH OF DESCRIPTION

1.

SEE SHEETS 1-3 OF 5 FOR LEGAL DESCRIPTION

SACTOR OF BESCHIEFT						THIS SKETCH IS NOT A SURVEY
RIGHT OF WAY	ATE ROAD 453 KIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY	SECTION 429-206 (2C)	
PARCEL				AUTHORITY		
A Course of the		DRMP PROJECT NO. 12-0150.000	SHEET	5 OF	5 DATE: 08 /11 /14	SHETCH PREPARED BY
المناع لأزاج المجلام المناس		ADD REMAINDER	CWW	1171	4 SCALE " - 20	
Macallo.		REV. PART B	CWW	1171		941 LAKE BALOWIN LANE
FLORIDA REGISTERED LAND SURVEYO		PER COMMENTS	CWW	9/1	CHECKED: ALO	ORLANDO, FLORIDA 32814 (407) 896-0594 L-8- No. 2648
(NOT VALID UNLESS SIGNED AND SE		REVISION	BY	DAT	E DRAMII BJP	
No. 21 218 183 18 18 18 18 18 18 18 18 18 18 18 18 18					3.007,	
Town San 183 M						

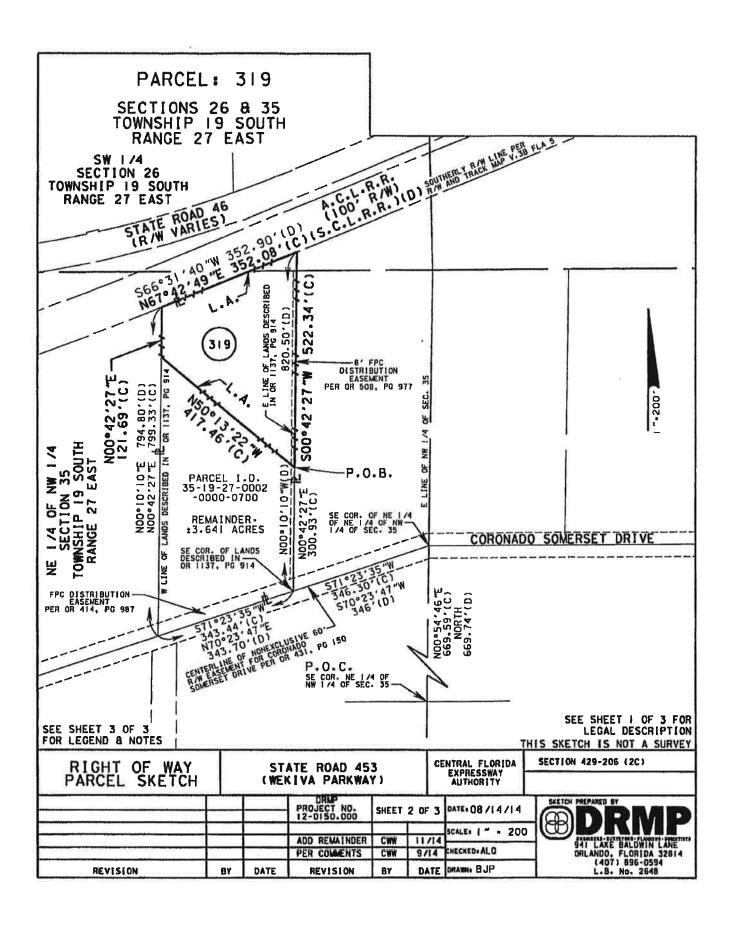
PARCEL 319

PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East and the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida; thence run North 00°54′46 East along the East line of said Northwest 1/4, a distance of 669.59 feet to a point on the centerline of a 60.0 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida, said point also being the Southeast corner of the Northeast 1/4 of said Northeast 1/4; thence departing said East line, run South 71°23′35″ West along said centerline, a distance of 346.30 feet to the Southeast corner of lands described in Official Records Book 1137, Page 914 of said Public Records; thence departing said centerline, run North 00°42′27″ East along the East line of said lands, a distance of 300.93 feet to the POINT OF BEGINNING; thence departing said East line, run North 50°13′22″ West, a distance of 417.46 feet to a point on the West line of said lands; thence run North 00°42′27″ East along said West line, a distance of 121.69 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5; thence departing said West line, run North 67°42′49″ East along said Southerly right of way line, a distance of 352.08 feet to a point on said East line; thence departing said Southerly right of way line, run South 00°42′27″ West along said East line, a distance of 522.34 feet to the POINT OF BEGINNING.

Containing 2.396 acres, more or less.



NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 00°54'46" EAST. BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876568, DATED JULY 13, 2014.

LEGEND:

A,C,L,R,R	. =	ATLANTIC COAST LINE RAIL ROAD	OR	==	OFFICIAL RECORDS BOOK
(C)	200	CALCULATED DATA	P		PROPERTY LINE
C.B.	==	CHORD BEARING	P.O.B.	=	POINT OF BEGINNING
C.D.	===	CHORD LENGTH	P.O.C.	=	POINT OF COMMENCEMENT
COR.	222	CORNER	No.	=	NUMBER
CM	===	CONCRETE MONUMENT	PG	=	PAGE
(D)	-	DESCRIBED DATA	R	=	RADIUS
EXIST.	***	EXISTING	REQ.	13	REQUIRED
FND.	=	FOUND	R/W	-	RIGHT-OF-WAY
FPC	202	FLORIDA POWER CORPORATION	SEC.	=	SECTION
I.D.	22	IDENTIFICATION	T.B.	=	TANGENT BEARING
IP	-	IRON PIPE	Δ	=	CENTRAL ANGLE
L	123	ARC LENGTH			
L.A.	100	LIMITED ACCESS RIGHT OF WAY			
L.B.	===	LICENSED BUSINESS			

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

SEE SHEET I OF 3 FOR LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY SKETCH PARCEL

STATE ROAD 453 (WEKIVA PARKWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SECTION 429-206 (2C)

ALLEN L'OUICKEL FLORIDA REGISTERED L'AND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)

Soften Sand

A STATE OF THE PARTY OF THE PAR

PROJECT NO. 12-0150.000	SHEET	3 OF 3	DATE: 08 /14 /14	
ADD REMAINDER	CWW	11/14	SCALE: 1" - 200	
PER COMMENTS	CWW	9/14	CHECKED ALQ	
REVISION	BY	DATE	DRAMI BJP	



PARCEL 320

PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)

A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46 West along the East line of said Northwest 1/4, a distance of 304.97 feet to the POINT OF BEGINNING; thence continue South 00°54'46 West along said East line, a distance of 334.61 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence departing said East line, run along said North line South 89°38'42" West, a distance of 5.48 feet; thence continue along said North line South 71°23'35" West, a distance of 95.23 feet; thence departing said North line, run North 50°13'22" West, a distance of 298.26 feet to a point on the West line of lands described in Official Records Book 734, Page 643 of the Public Records of Lake County, Florida; thence run North 00°42'27" East along said West line, a distance of 460.73 feet; thence departing said West line, run South 48°33'48" East, a distance of 432.98 feet to the POINT OF BEGINNING.

Containing 3.281 acres, more or less.

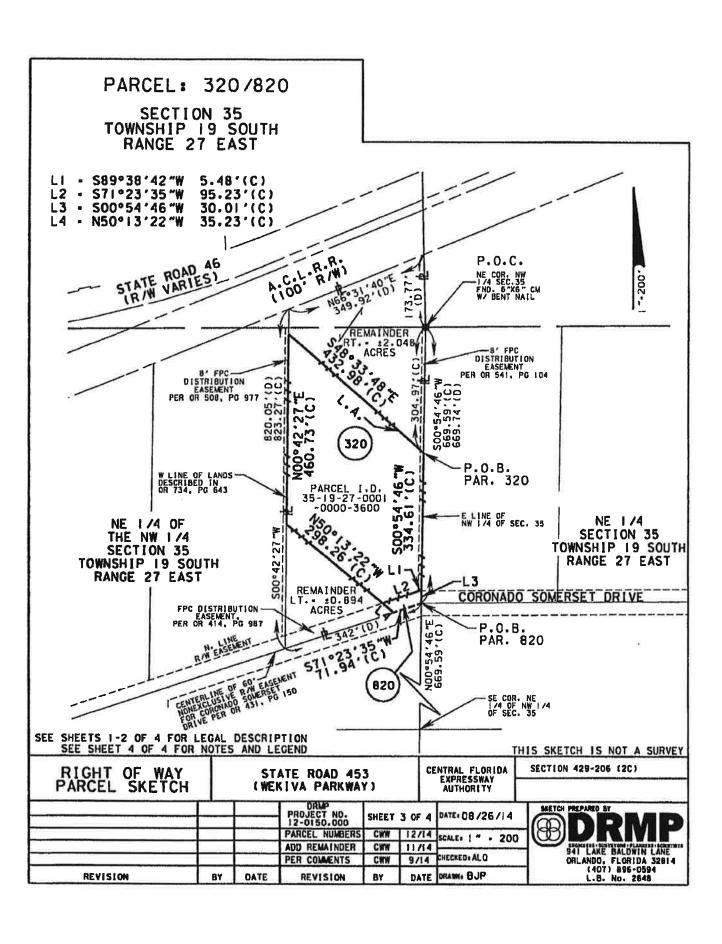
PARCEL 820

PURPOSE: PERMANENT EASEMENT (ESTATE: PERMANENT EASEMENT)

A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46 West along the East line of said Northwest 1/4, a distance of 669.59 feet to the centerline of a 60 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence, departing said East line, run South 71°23'35" West along said centerline, a distance of 71.94 feet; thence departing said centerline, run North 50°13'22" West, a distance of 35.23 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 71°23'55" East, along said North line, a distance of 95.23 feet; thence continue along said North line, North 89°38'42" East, a distance of 5.48 feet to the aforesaid East line of said Northwest 1/4; thence South 00°54'46 West along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 2590 square feet, more or less.



PARCEL: 320/820

NOTES:

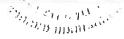
- 1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°54'46" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876575, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R	. =	ATLANTIC COAST LINE RAIL ROAD	OR	222	OFFICIAL RECORDS BOOK
(C)	-	CALCULATED DATA	PAR.	825	PARCEL
C.B.	=	CHORD BEARING	P _	test	PROPERTY LINE
C.D.	2005	CHORD LENGTH	P.O.B.	300	POINT OF BEGINNING
COR.	==	CORNER	P.O.C.	813	POINT OF COMMENCEMENT
CM	==	CONCRETE MONUMENT	No.	222	NUMBER
(D)	=	DESCRIBED DATA	PG	2002	PAGE
EXIST.	-	EXISTING	R	200	RADIUS
FND.	100	FOUND	REQ.	200	REQUIRED
FPC	222	FLORIDA POWER CORPORATION	R/W	===	RIGHT-OF-WAY
1.D.	200	IDENTIFICATION	SEC.	===	SECTION
1P	=	IRON PIPE	T.B.	=	TANGENT BEARING
L,	-	ARC LENGTH	Δ	100	CENTRAL ANGLE
L.A.	-	LIMITED ACCESS RIGHT OF WAY			
L.B.	1000	LICENSED BUSINESS			

SEE SHEET 3 OF 4 FOR SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY SECTION 429-206 (2C) PARCEL SKETCH STATE ROAD 453 (WEKIVA PARKWAY) AUTHORITY DRMP PROJECT NO. 12-0150.000 SKETCH PREPARED BY SHEET 4 OF 4 DATE: 08/26/14 PARCEL NUMBERS CWW 12/14 SCALE: 1" - 200 ADD REMAINDER CWW 11/14 941 LAKE BALDWIN LANE ORLANDO. FLORIDA 32814 (407) 896-0594 L.B. No. 2648 ALLEN E. OUTCKEE AND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED) CHECKED + ALO PER COMMENTS CWW 9/14 REVISION DATE DRAWN BJP



PARCEL 322

PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, as described in Official Records Book 557, Page 545, Public Records of Lake County, Florida and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46 West along the West line of said Northeast 1/4, a distance of 304.97 to the POINT OF BEGINNING; thence departing said West line, run South 48°33'48" East, a distance of 344.93 feet; thence run South 00°46'37" West, a distance of 104.68 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run South 89°38'42" West along said North line, a distance of 262.51 feet to a point on the aforesaid West line of said Northeast 1/4; thence run North 00°54'46" East, along said West line, a distance of 334.61 feet to the POINT OF BEGINNING.

Containing 1.322 acres, more or less.

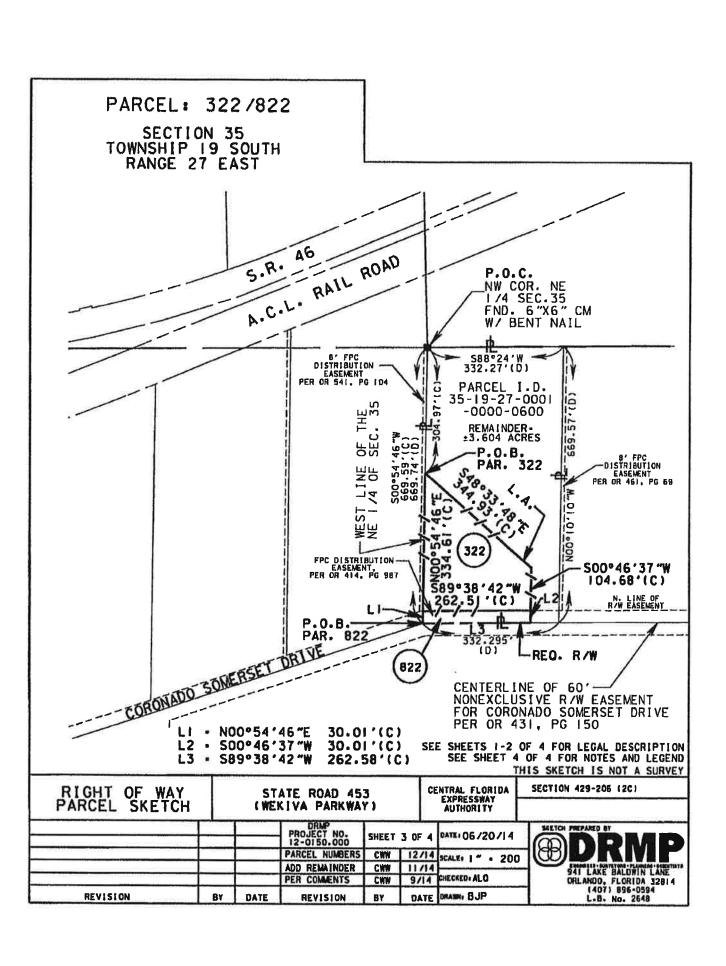
PARCEL 822

PURPOSE: PERMANENT EASEMENT (ESTATE: PERMANENT EASEMENT)

A parcel of land lying in the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, as described in Official Records Book 557, Page 545, Public Records of Lake County, Florida and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run South 00°54'46 West along the West line of said Northeast 1/4, a distance of 669.59 feet to the centerline of a 60 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence departing said centerline, run North 00°54'46" East along said West line of Northeast 1/4, a distance of 30.01 feet to a point on the North line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 262.51 feet; thence, departing said North line, run South 00°46'37" West, a distance of 30.01 feet to a point on the centerline of the aforementioned Coronado Somerset Drive; thence run South 89°38'42" West along said centerline, a distance of 262.58 feet to the POINT OF BEGINNING.

Containing 7876 square feet, more or less.



PARCEL: 322/822

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°54'46" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876581, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAIL ROAD

(C) = CALCULATED DATA
C.B. = CHORD BEARING

C.D. = CHORD LENGTH COR. = CORNER

EXIST. = EXISTING FND. = FOUND

FPC = FLORIDA POWER CORPORATION

I.D. = IDENTIFICATION

IP = IRON PIPE L = ARC LENGTH

L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK

R = PROPERTY LINE

P.O.B. - POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

No. = NUMBER

PAR. = PARCEL

PG = PAGE

R = RADIUS

REQ. = REQUIRED

R/W = RIGHT-OF-WAY

SEC. = SECTION

 $\Delta = CENTRAL ANGLE$

SEE SHEETS 1-2 OF 4 FOR LEGAL DESCRIPTION SEE SHEET 3 OF 4 FOR SKETCH OF DESCRIPTION

THIS SKETCH IS NOT A SURVEY

PARCEL SKETCH

STATE ROAD 453 (WEKIYA PARKWAY)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SECTION 429-206 (2C)

ALLEN 1. DUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481

Burgard State

PROJECT NO. 12-0150.000	SHEET		DATE: 06 /20 /14	
PARCEL NUMBERS	CWW	12/14	SCALE: " - 200	
ADD REMAINDER	CWW	11/14		
PER COMMENTS	CAM	9/14	CHECKED: ALO	
REVISION	Вү	DATE	DRAWN BJP	



PARCEL 328 PART A

328 PURPOSE: RIGHT OF WAY

(ESTATE: FEE SIMPLE)

A parcel of land lying in the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36′52" East along the North line of the Northwest 1/4 of said Northwest 1/4, a distance of 650.08 feet; thence departing said North line, run South 00°30'06" West, a distance of 32.88 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence run North 89°36'11' West, along said Southerly right of way, a distance of 352.94 feet; thence run South 85°23'36" East, a distance of 163.50 feet to a point of curvature of a curve to the left having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Easterly along the Arc of sald curve a distance of 282.89 feet (Chord Bearing = South 89°13'01" East, Chord Distance = 282.68 feet) to the end of said curve; thence South 82°25'38" East, a distance of 49.65 feet; thence North 86°21'19" East, a distance of 190.13 feet; thence South 78°38'57" East, a distance of 34.04 feet; thence South 20°24'47" East, a distance of 34.01 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5 and a point on a non-tangent curve to the right, concave Northwesterly having a Radius of 5679.65 feet and a Central Angle of 11°20'37"; thence run Southwesterly along the Arc of said curve and said Northerly right of way line a distance of 1124.47 feet (Chord Bearing = South 75°15'31" West, Chord Distance = 1122.63 feet) to the end of said curve; thence departing said Northerly right of way line, run North 00°30'06" East, a distance of 333.25 feet to the POINT OF BEGINNING.

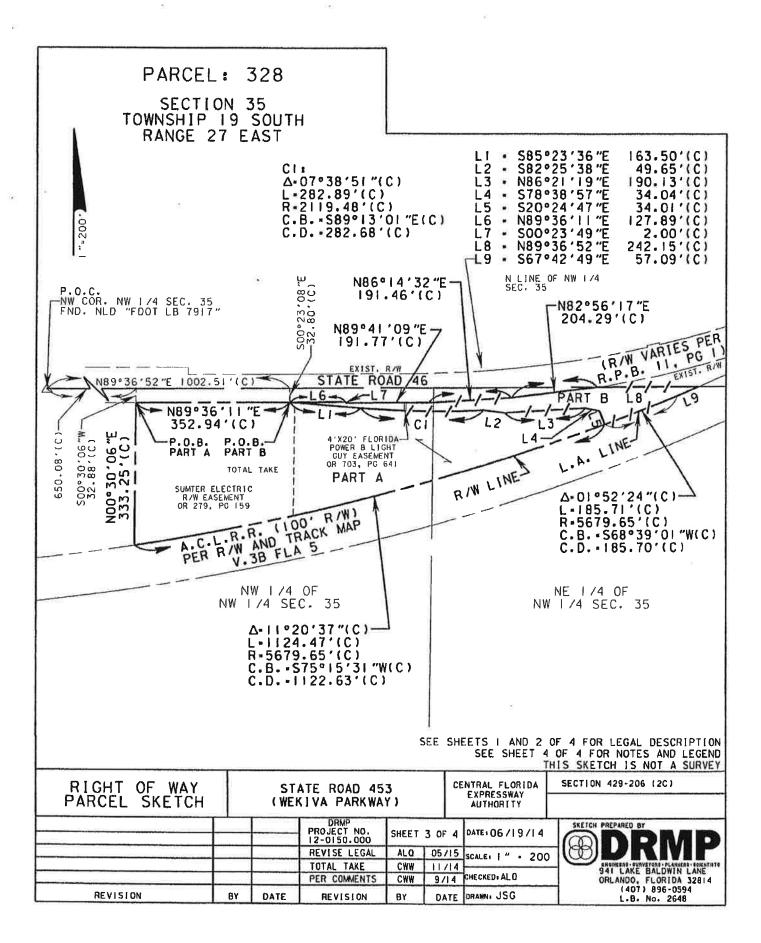
Containing 5.001 acres, more or less.

PARCEL 328 PART B PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)

A parcel of land lying in the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the said Northwest 1/4, a distance of 1002.51 feet; thence departing said North line, run South 00°23'08" East, a distance of 32.80 feet to a point on the Southerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida and the POINT OF BEGINNING; thence continue along the said Southerly right of way line the following five (5) courses: North 89°36'11" East, a distance of 127.89 feet; thence run South 00°23'49" East, a distance of 2.00 feet; thence North 89°41'09" East, a distance of 191.77 feet; thence North 86°14'32" East, a distance of 191.46 feet; thence North 82°56'17" East, a distance of 204.29 feet to the aforementioned North line of the said Northwest 1/4; thence departing said Southerly right of way line, run North 89°36'52" East along said North line, a distance of 242.15 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said North line of Northwest 1/4, run South 67°42'49" East along said Northerly right of way line a distance of 57.09 feet to a point of curvature, concave to the Northwest, having a Radius of 5679.65 feet and a Central Angle of 01°52′24"; thence run Southeasterly along the Arc of said curve continuing along said Northerly right of way line, a distance of 185.71 feet (Chord Bearing = South 68°39'01" West, Chord Distance = 185.70 feet) to the end of said curve; thence departing said Northerly right of way line, run North 20°24'47" West, a distance of 34.01 feet; thence run North 78°38'57" West, a distance of 34.04 feet; thence run South 86°21'19" West, a distance of 190.13 feet; thence run North 82°25'38" West, a distance of 49.65 feet to a point on a non-tangent curve concave Northerly having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Westerly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = North 89°13'01" West, Chord Distance = 282.68 feet) to point of tangency; thence run North 85°23'36" West, a distance of 163.50 feet to the POINT OF BEGINNING.

Containing 0.651 acres, more or less.



NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- 4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4886929, DATED JULY 16, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD

(C) = CALCULATED DATA

C.B. = CHORD BEARING

C.D. = CHORD DISTANCE

COR. = CORNER

CM = CONCRETE MONUMENT

(D) = DEED DATA

EXIST. = EXISTING

FND. = FOUND

FPC = FLORIDA POWER CORPORATION

I.D. = IDENTIFICATION

IP = IRON PIPE

L = ARC LENGTH

L.A. = LIMITED ACCESS RIGHT-OF-WAY

L.B. = LICENSED BUSINESS

M.B. = MAP BOOK

OR = OFFICIAL RECORDS BOOK

P = PROPERTY LINE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

No. ⇒ NUMBER

PG = PAGE

R = RADIUS

REQ. = REQUIRED

R.P.B. = ROAD PLAT BOOK

R/W = RIGHT-OF-WAY

SEC. = SECTION

 $\Delta = CENTRAL ANGLE$

SEE SHEET 3 OF 4 FOR SKETCH OF DESCRIPTION THIS SKETCH 1S NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH

STATE ROAD 453 (WEKIVA PARKWAY)

CENTRAL FLORIDA EXPRESSWAY SECTION 429-206 (2C)

ALLEN L. QUICKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

TAU LODIVIO			AUTHURITY			
DRMP PROJECT NO. 12-0150.000	SHEET	4 OF	4	DATE: 06 /19 /14		
REVISE LEGAL	ALQ	05/	5	SCALE: 1" = 200		
TOTAL TAKE	CWW	117	4	200		
PER COMMENTS	CWW	9/1	4	CHECKED: ALO		
REVISION	ВУ	DAT	E	DRAWN: JSG		



PARCEL 335

PURPOSE: RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the Southwest 1/4 and Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18'30" West along the East line of sald Southwest 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1387, Page 1689, Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence departing said west line, run South 67°16'27" West along said Northerly right of way line, a distance of 353.42 feet to a point of curvature of a curve, concave to the Northwest, having a Radius of 2824.79 feet, and a Central angle of 03°10'43"; thence run Southwesterly along the Arc of said curve continuing along said Northerly right of way, a distance of 156.71 feet (Chord Bearing = South 67°16'27" West, Chord Distance = 156.69 feet) to the end of said curve at the West line of lands described in Official Records Book 1172, Page 2412, Public Records of Lake County, Florida; thence departing said Northerly right of way line, run North 01°18'37" West along said West line, a distance of 98.79 feet to a point on a non-tangent curve to the left, concave to the Northwest, having a Radius of 1996.48 feet and a Central Angle of 05°30'50"; thence run Northeasterly along the arc of said curve, a distance of 192.13 feet (Chord Bearing = North 69°59'32" East, Chord Distance = 192.06 feet) to the end of sald curve; thence North 73°17'56" East, a distance of 443.92 feet to the East line of said lands described in Official Records Book 1172, Page 2412; thence South 01°18'30" East, along said East line, a distance of 43.63 feet to a point on the aforesaid Northerly right of way line; thence, departing said East line, run South 67°16'27" West along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING.

Containing 1.074 acres, more or less.

PARCEL: 335 SECTION 26 TOWNSHIP 19 SOUTH RANGE 27 EAST OR 1172, PG 2412 S89º49'12"E 476.61 (C) \$89°49'36"E | 133.54'(C) 208.70 (D) (D) OF 3 2412-PARCEL I.D. £ 26-19-27-0003-W. LINE O 0000-4300 EASEMENT S -200. .2.03'(D) 342.20'(D) 8 PARCEL I.D. ö 26-19-27-0004-SW 1/4 SEC. 26 SS SS N $\overline{\omega}$ 0000-1001 DISTRIBUTE OR 1368, F 241 SUMTER ELECTRIC COOPERATIVE BLANKET R/W EASEMENT PER OR 117, PG 43 Ь 172, PG 626.63'(0) SE 1 /4 SEC. 26 ,30, NON-EXCLUSIVE EASEMENT PARCEL I.D. 26-19-27-0003-0000-2200 . 8 I a I ON 00 FPC 105 SOI .18'30"E 43.63'(C) REMAINDER. ±12.672 ACRES 유 EXIST. R/W PER OR 1367, PG 1689 P.O.B. 10'> ROAD N73°17'56"E 1. 30 (100' R/W PER VAL MAP V. 38 FLA 5)

80 (100' R/W PER VAL MAP V. 38 FLA 5) LINE Δ-05°30'50"(C)— L-192.13'(C) R-1996.48'(C) C-B.-N69°59'32"E C.D. - 192.06'(C) NO1 º 18 '37 "W-98.79'(C) SEC. 8.99 0 Δ-03°10'43"(C) L-156.71'(C) NOI 386. P.O.C. SE COR. SW 1/4 SEC. 26 FND. 6"x6" CM W/ BENT F. EXIST. R.2824.79'(C) C.B. -S67' 16'27"W NAIL (NO I.D.) C.D. - 156.69'(C) S¥ SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION SEE SHEET 3 OF 3 FOR NOTES AND LEGEND
THIS SKETCH IS NOT A SURVEY RIGHT OF WAY PARCEL SKETCH CENTRAL FLORIDA SECTION 429-206 (2C) STATE ROAD 453 EXPRESSWAY AUTHOR! TY (WEKIVA PARKWAY) PROJECT NO. 12-0150.000 SKETCH PREPARED BY DATE: 06 /24 /14 SHEET 2 OF 3 SCALE: | " + 200 ADD REMAINDER 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 CAM 11714 9/14 CHECKEDI ALO PER COMMENTS CMM REVISION BY DATE DATE DRAWN: JSG REVISION L.B. No. 2648

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES. FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- 4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4709336, DATED FEBRUARY 24, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD

(C) = CALCULATED DATA

C.B. = CHORD BEARING

C.D. = CHORD DISTANCE

COR. - CORNER

CM = CONCRETE MONUMENT

(D) = DEED DATA

EXIST. = EXISTING

FND. = FOUND

FPC = FLORIDA POWER CORPORATION

I.D. = IDENTIFICATION

IP = IRON PIPE

L = ARC LENGTH

L.B. - LICENSED BUSINESS

M.B. = MAP BOOK

OR = OFFICIAL RECORDS BOOK

P = PROPERTY LINE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

No. = NUMBER

PG = PAGE

R = RADIUS

REQ. - REQUIRED

R/W = RIGHT-OF-WAY

SEC. = SECTION

 $\Delta = CENTRAL ANGLE$

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH SECTION 429-206 (2C) CENTRAL FLORIDA STATE ROAD 453 **EXPRESSWAY** (WEKIVA PARKWAY) AUTHORITY PROJECT NO. 12-0150.000 Carling. SKETCH PREPARED BY SHEET 3 OF 3 DATE: 06/24/14 SCALE: | " - 200 ADD REMAINDER CWW 11/14 ALLEN L'. OUTCKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED) CHECKED ALO PER COMMENTS ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648 CAM 9/14 REVISION DATE DRAWN JSG

CONSENT AGENDA ITEM

#20



MEMORANDUM

TO:

Central Florida Expressway Authority

Client-Matter No.: 19125.0082

Board Members

FROM:

David A. Shontz, Esq.

DATE:

June 26, 2017

RE:

State Road 429 Wekiva Parkway, Project 429-204

Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a

David a. Shortz

Duke Energy as to Parcels 241, 242 and 259

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Subordination of Easements Agreement between the Central Florida Expressway Authority ("CFX") and Duke Energy Florida LLC d/b/a Duke Energy ("Duke Energy") and requests the CFX Board approve this agreement relating to Parcels 241, 242 and 259 of the State Road 429 Wekiva Parkway Project, Section 429-204.

DESCRIPTION AND BACKGROUND

As part of the acquisition of Parcels 241, 242 and 259 in Section 429-204 of the Wekiva Parkway Project, Duke Energy held perpetual easements for the transmission and distribution of electricity encumbering the above-referenced parcels. Duke will be able to re-establish the distribution lines on these parcels to provide service to the remaining improvements. Accordingly, Duke has agreed to subordinate its easement interests in the above-referenced parcels.

Please find attached hereto the Subordination of Easements Agreement by and between the CFX and Duke for Parcels 241, 242 and 259 which was executed on behalf of Duke on April 17, 2017. This Subordination Agreement eliminates any reference to indemnification by the CFX. Right-of-way counsel requests the CFX Board authorize execution of the Subordination of Easements Agreement on behalf of the CFX.

It is in the best interest of the Central Florida Expressway Authority to approve this Subordination of Easements Agreement, and will result in savings of both time and monies for CFX. The Right of Way Committee recommended the agreement at its June 28, 2017 meeting.

REQUESTED ACTION

Right-of-way counsel respectfully requests the CFX Board approve execution of the attached Subordination of Easements Agreement as to Parcels 241, 242 and 259 of the State Road 429 Wekiva Parkway Project, Section 429-204.

ATTACHMENTS

Subordination of Easements Agreement by and between the Central Florida Expressway Authority and Duke Energy Florida LLC d/b/a Duke Energy as to Parcels 241, 242 and 259 with sketches of legal description for the affected parcels.

Reviewed by: Joseph & Carrintone

ORLDOCS 15487819 1

Prepared By and Return To:
David A. Shontz, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

SUBORDINATION OF EASEMENTS AGREEMENT, PARCELS 241, 242 AND 259

THIS SUBORDINATION OF EASEMENTS AGREEMENT, entered into this day of ______, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and DUKE ENERGY FLORIDA, LLC, d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new casements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
- 2. <u>Subordination</u>. The Utility subordinates to the Authority, its successors and assigns, any and all of its easements only to the extent they encumber listed property in the lands described as follows, to wit:

[See Composite Exhibit "A" attached hereto and incorporated by reference herein]

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

- 3. Reservation of Rights. The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.
- 4. Relocation of Easements. Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. Maintenance Access by the Utility.

- a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.
- b. In the exercise of the rights and privileges under Paragraphs 3 and 5a. above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a, above.
- 6. Non-Interference with Facilities. The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property.
- 7. Notice of Construction. Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered in our presence as witnesses:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
	Ву:			
	Joseph A. Berenis			
(Print Name)	Deputy Executive Director			
(Print Name)				
APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:	RECEIVED AND REVIEWED BY THE OFFICE OF GENERAL COUNSEL, CENTRAL FLORIDA EXPRESSWAY AUTHORITY:			
Shutts & Bowen, LLP				
By:	Ву:			
David A. Shontz	Linda Brehmer Lanosa Deputy General Counsel			
STATE OF FLORIDA COUNTY OF ORANGE				
, 2017, by <u>Joseph A. Ber</u> FLORIDA EXPRESSWAY AUTHORITY, a	cknowledged before me this day of enis as <u>Deputy Executive Director</u> of CENTRAL municipal corporation, who is personally known to			
ne or has produced	as identification and who did/did not take an oath.			
<u>1</u>	Notary Public			
Ē	rint Name			
	Notary Public, State of Florida Commission No.			
	My commission expires:			

Signed, scaled and delivered	DUKE ENERGY FLORIDA, LLC,
in our presence as witnesses:	d/b/a Duke Energy
Catherine A. Mai	Ву:
(Print Name)	Print Name: Keis Tietig
Shelley C Welch	Title: Manager - Land Services
Shelley C Welch (Print Name)	CRAYTEORD & OWEN, P.A.
STATE OF Florida COUNTY OF Seminole	BY: BC
Florida, LLC, d/b/a Duke Energy, on behalf	acknowledged before me this 17th day of as Marafar Land Services of Duke Energy of the limited hability company, who is personally as identification and who did/did not take
	Notary Public Catherine A. Mori
	Catherine A. Mori
CATHERINE A MORI MY COMMISSION # GG 083392 EXPIRES: March 27, 2021 Bonded Thru Budget Notary Services	Notary Public, State of Florida Commission No.
	My commission expires:

ORLDOCS 14944118 2

COMPOSITE EXHIBIT 'A'

LEGAL DESCRIPTIONS WEKIVA PARKWAY PROJECT 429-204

PARCEL 241

PARCEL 242

PARCEL 259

PARCEL 241

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 AND BOOK 5576, PAGE 4297, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE, SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 1341.45 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'32" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF ONDICH ROAD TO THE POINT OF BEGINNING, ALSO BEING THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE, DEPARTING SAID EXISTING SOUTH LINE, CONTINUE SOUTH 00°21'32" WEST ALONG SAID EAST LINE, A DISTANCE OF 1298.54 FEET; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°17'05" WEST A DISTANCE OF 674.5G FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE, NORTH 00°21'28" EAST ALONG SAID WEST LINE, A DISTANCE OF 1299.34 FEET TO A POINT ON SAID EXISTING SOUTH RIGHT OF WAY LINE; THENCE, DEPARTING SAID WEST LINE, NORTH 89°21'11" EAST ALONG SAID EXISTING SOUTH LINE, A DISTANCE OF 674.58 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 20.112 ACRES, MORE OR LESS.

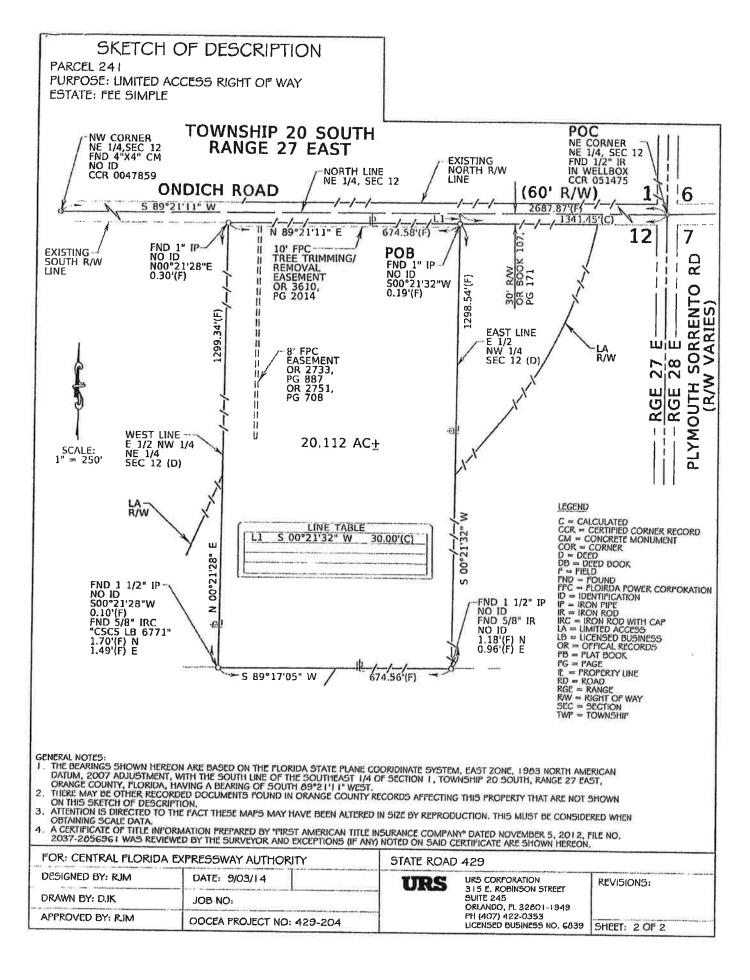
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE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

RUSPHIL J. MARKS, PSM NO. 5629

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429
DESIGNED BY: RJM	DATE: 9/03/14	URS URS CORPORATION REVISIONS:
DRAWN BY: DJK	JOB NO:	315 E. ROBINSON STREET 9UITE 245 ORLANDO, FL 32601-1949
APPROVED BY: RJM	OOCEA PROJECT NO: 429-20	PH (407) 422 0252



PARCEL 242

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20, SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 07417, PAGE 0819. PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 1341.45 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°21'33" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ONDICH ROAD AND A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12, SAID POINT ALSO BEING ON THE EAST BOUNDARY OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557G, PAGE 4295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'33" WEST ALONG SAID WEST LINE, A DISTANCE OF 732.21 FEET; THENCE DEPARTING SAID WEST LINE NORTH 39°34'28" EAST, A DISTANCE OF 218.87 FEET POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,294.00 FEET, A CENTRAL ANGLE OF 28°09'01" AND A CHORD BEARING OF NORTH 25°29'58" EAST TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE SOUTH 89°21'11" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 405.82 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 4.170 ACRES, MORE OR LESS.

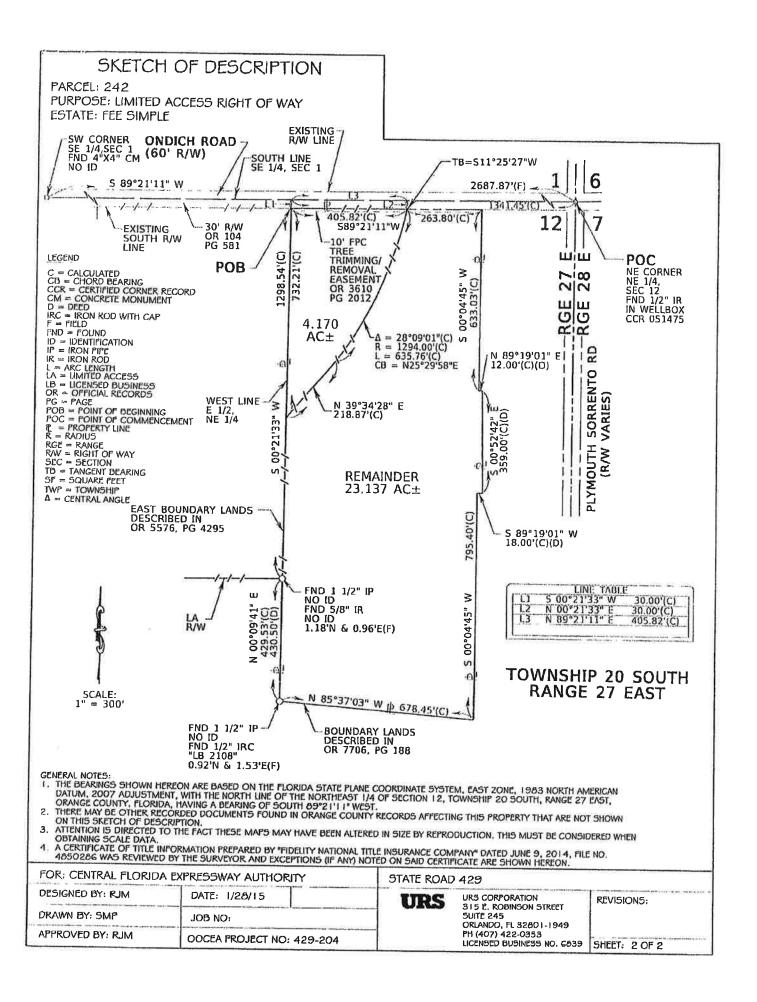
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE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

RUSSILL J. MARKS, PSM NO. 5623

DATE NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

201

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD:429			
DESIGNED BY: RJM	DATE: 1/28/15		URS		REVISIONS:
DRAWN BY: SMP	JOB NO:			315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949	
APPROVED BY: RJM	OOCEA PROJECT NO: 429-2	204		PH (407) 422-0353 LICENSED BUSINESS NO. 6839	SHEET: 1 OF 2



PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE S 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 8458, PAGE 4756, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE N 1/2 OF 5 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS RIGHT OF WAY ON EAST)"

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.443 ACRES, MORE OR LESS.

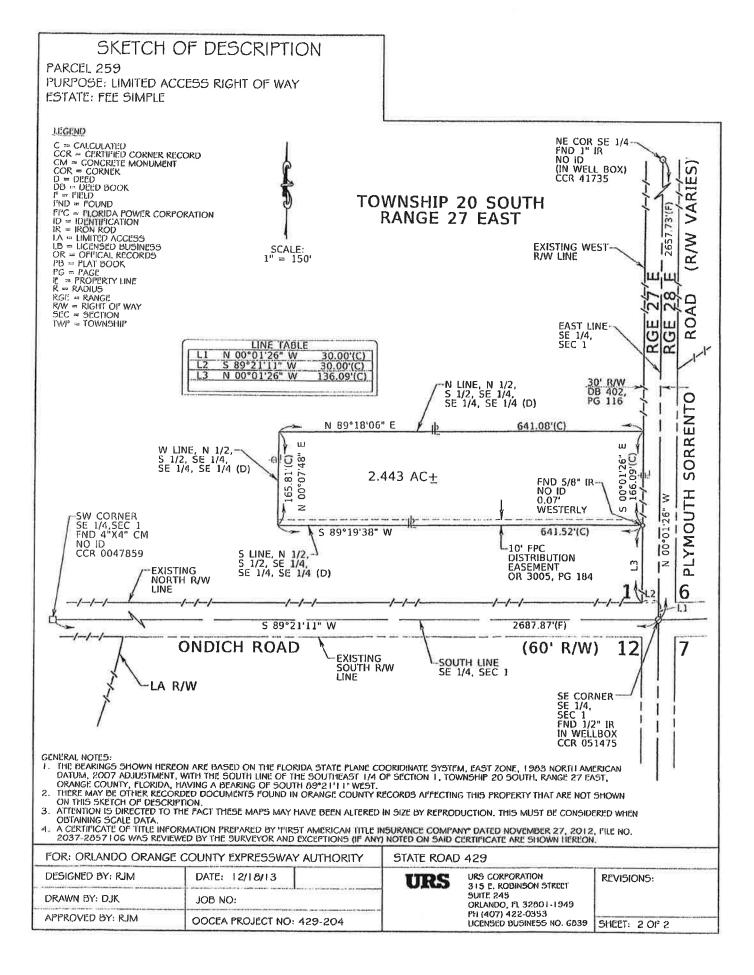
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWNLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINUMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA SOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTET, 5J-17, FLORIDA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

RUSSEY J. MARKS, PSM NO. 5623

12/18/13_ DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY STATE ROAD 429 DESIGNED BY: RJM URS CORPORATION REVISIONS: DATE: 121/18/13 URS 315 E. ROBINSON STREET SUITE 245 DRAWN BY: DJK JOB NO: ORLANDO, FL 32801-1949 PH (407) 422-0353 APPROVED BY: RJM OOCEA PROJECT NO: 429-204 LICENSED BUSINESS NO. 6839 SHEET: 1 OF 2



CONSENT AGENDA ITEM

#21



MEMORANDUM

TO:

Central Florida Expressway Authority

CLIENT-MATTER NO.: 19125.0164

Squid J. Alortz

Board Members

FROM:

David A. Shontz, Esq., Right-of-Way Counsel

DATE:

June 26, 2017

RE:

State Road 429 Wekiva Parkway, Project 429-204; Parcel 259

Proposed Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a negotiated settlement between Bank of America, N.A. (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 259 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 259 is a fee simple whole acquisition of 2.443 acres for use as limited access right-of-way. The property is located on the west side of Plymouth Sorrento Road in Orange County, Florida. The property is zoned A-1, Citrus Rural District by Orange County. The future land use designates the property as Rural/Agricultural, with a maximum one dwelling unit per 10 acres. The subject is a legal, conforming lot and the zoning and land use are not inconsistent. David K. Hall of Bullard, Hall & Adams, appraiser for the CFX, opined the highest and best use as vacant would be for rural residential development. As improved, the highest and best use would be continued use as a single-family residence. On November 5, 2014, the first written offer of \$260,000 was made to the owner, Jane L. Dishman, through her counsel, Thomas P. Callan. Prior to the Order of Taking on June 22, 2015, Bank of America, the mortgage-holder, foreclosed on the property.

During the initial inspection on July 21, 2014, David Hall indicated the property was improved with a 2,276 square foot, 3 bedroom, 2 bath, single family residence which included the 480 square foot enclosed garage, appeared owner-occupied and in average condition. Additional site improvements included metal field wire fencing, a shell/dirt driveway with a 3-space concrete parking slab adjacent to the garage, an in-ground concrete swimming pool, a 160 square foot patio/porch and a 300 square foot screened porch on the rear of the house. The property also had a barn/apartment with metal roofing. It was upon this condition which Mr. Hall appraised the property at \$260,000, consisting of \$73,300 for land and \$186,700 for

improvements.

During a subsequent inspection on March 3, 2015, Mr. Hall noted the condition of the residence had drastically changed. The front and side doors appeared to have been kicked in and the house was unsecured. The house appeared to have been ransacked with the electrical wiring removed, numerous holes in the ceiling and walls, kitchen and bathroom cabinets had been damaged, interior doors were removed, the flooring damaged, the plumbing fixtures damaged, the air conditioner compressor and air handler were removed, and the pool pump was removed. Based upon these substantial changes, Mr. Hall prepared an updated appraisal report valuing the property at \$96,300, consisting of the land value remaining at \$73,300, but reducing the value of the improvements to \$23,000 due to extensive damage to the residence and barn/apartment.

Mr. Hall used six (6) land comparables ranging in adjusted price from \$22,874 to \$30,021 per acre to arrive at a valuation of \$30,000 per acre for the subject, or \$73,300. Mr. Hall also used four (4) residential sales comparables ranging from \$84.09 to \$96.02 per square foot to arrive at a valuation of \$95.00 per square foot, or a total of \$170,700 for the subject. The cost to rehabilitate the residence and demolish the garage due to the extensive damage was estimated at \$123,034 by John Speer of Speer Construction LLC. To that amount, Mr. Hall added a 20% entrepreneurial profit to arrive at an overall rehabilitation cost of \$147,700. To indicate the current market value of the improvements "as is," Mr. Hall deducted the \$147,700 rehabilitation cost from the comparable sales value of \$170,700, valuing the improvements "as is" at \$23,000. To this value, Mr. Hall added the land value of \$73,300 to arrive at a total value by the Sales Comparison Approach of \$96,300.

Settlement discussions were instituted with outside counsel representing Bank of America, first Alexander Briggs of Morris Laing Evans Brock & Kennedy in West Palm Beach, and later Charlotte Murrell with Quarles & Brady in Tampa. Ms. Murrell provided a copy of an Uniform Residential Appraisal Report by Charles Sean Grau of Timely Appraisal Service which valued the property at \$195,000 as of April 13, 2015.

After significant negotiations with counsel for Bank of America, we reached a settlement in the amount of \$146,254.18, plus Bank of America agreed to waive any and all attorneys' fees and costs and experts' fees and costs.

For the above-cited reasons, Right of Way counsel requests the CFX Board approve the settlement of the underlying property owners' compensation in the amount of \$146,254.18, plus the waiver of any and all attorneys' fees and costs and experts' fees and costs. The CFX would receive credit for the good faith deposit previously made of \$96,300, for a net resolution amount of an additional \$49,954.18, which is in the CFX's best interest. Settlement of any and all claims for Parcel 259 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire the parcel. The proposed settlement was recommended by the Right of Way Committee at its June 28, 2017 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement of \$146,254.18 in settlement of all claims for compensation in the acquisition of Parcel 259, plus the waiver of any and all attorneys' fees and any costs and experts' fees and costs.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" - Photographs of the Subject Property and Area

Exhibit "C" – Settlement Agreement

Reviewed by: Joseph I fissiston

ORLDOCS 15487807 1

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE S 1/2 OF THE SE 1/4 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 8458, PAGE 4756, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE N 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS RIGHT OF WAY ON EAST)"

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.443 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWNLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINUMUM 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. MAKKS, FSM NO. 5623

STATE ROAD 429

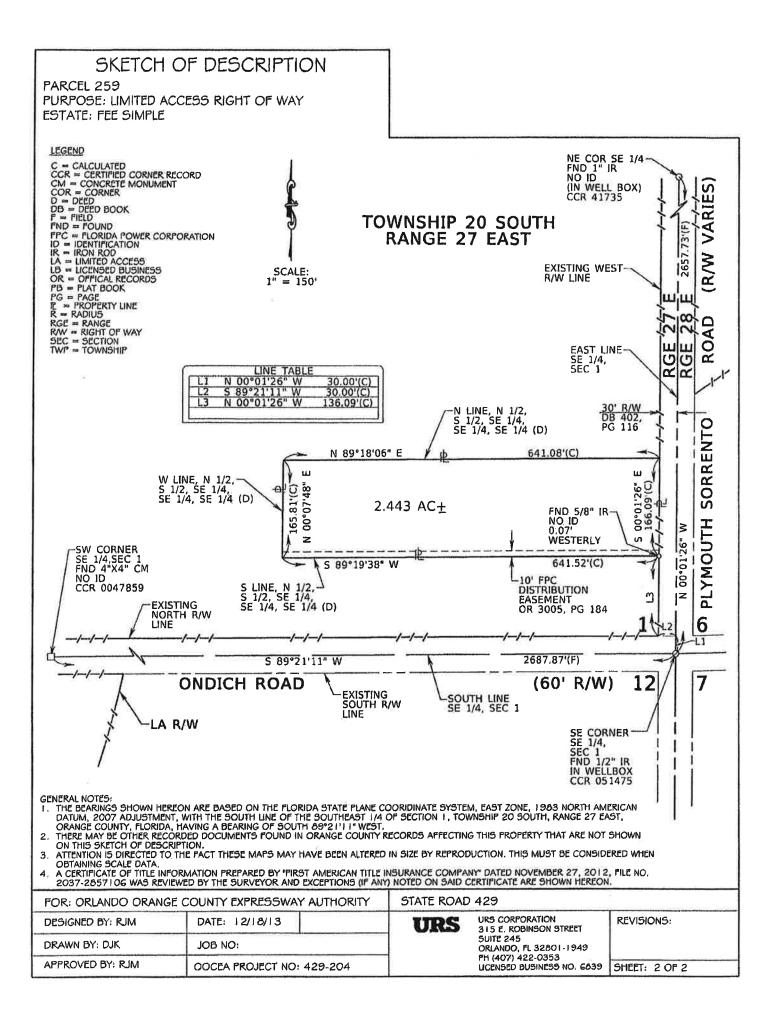
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

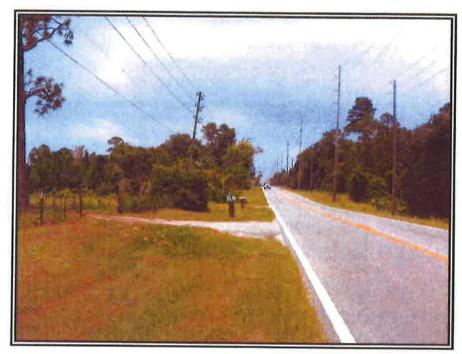
FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY DESIGNED BY: RJM DATE: 121/18/13 DRAWN BY: DJK JOB NO: APPROVED BY: RJM OOCEA PROJECT NO: 429-204

URS

URS CORPORATION 315 E. ROBINSON STREET **SUITE 245** ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839 REVISIONS:

SHEET: | OF 2





1. LOOKING NORTH AT THE FRONTAGE ALONG PLYMOUTH SORRENTO ROAD



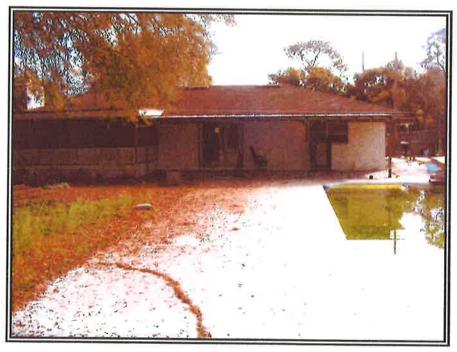
2. LOOKING WEST AT THE DRIVE FROM PLYMOUTH SORRENTO ROAD

Photographs Taken By: David K. Hall July 1, 2015

PHOTOGRAPHS OF SUBJECT PARCEL 259



3. LOOKING WEST AT THE SINGLE FAMILY RESIDENCE



4. LOOKING EAST AT THE REAR OF THE RESIDENCE

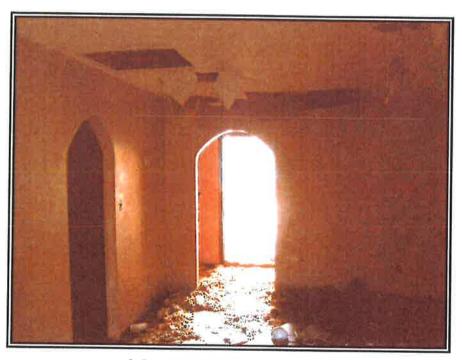
Photograph 3 Taken By: David K. Hall July 1, 2015

Photograph 4 Taken By: David K. Hall March 3, 2015

PHOTOGRAPHS OF SUBJECT PARCEL 259



5. LOOKING NORTHWEST AT THE APARTMENT/BARN

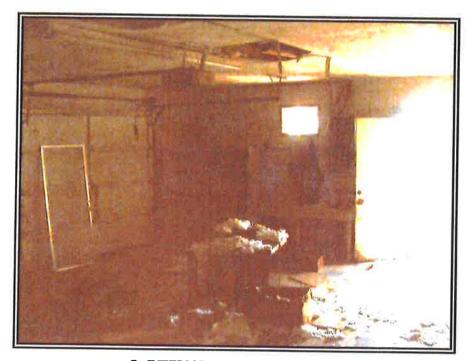


6. INTERIOR VIEW OF THE HOUSE

Photograph 3 Taken By: David K. Hall July 1, 2015

Photograph 4 Taken By: David K. Hall March 3, 2015

PHOTOGRAPHS OF SUBJECT PARCEL 259



7. INTERIOR VIEW OF THE HOUSE



8. INTERIOR VIEW OF THE APARTMENT/BARN

Photograph 3 Taken By: David K. Hall July 1, 2015

Photograph 4 Taken By: David K. Hall March 3, 2015

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. CASE NO.: 2015-CA-004105-O
DARYL A. ALDERMAN, et al., Parcel 259
Respondents. Subdivision 39

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, NEW PENN FINANCIAL, LLC d/b/a Shellpoint Mortgage Servicing acting on behalf of Bank of America, N.A. per the Limited Power of Attorney dated February 19, 2016, and recorded February 23, 2016 at Book DE 2482, Page 3637-3640, Official Records of Greenville County, South Carolina (attached hereto and made part of this Agreement by reference) (referred to as "Respondent"), reached the following Settlement Agreement:

- 1. Petitioner will pay to Respondent the sum of ONE HUNDRED FORTY-SIX THOUSAND, TWO HUNDRED FIFTY-FOUR AND 18/100 DOLLARS exactly (\$146,254.18) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 259, including statutory interest and all claims related to real estate and business damages, if any, including 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.
- 2. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of NINETY-SIX THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$96,300.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of FORTY-NINE THOUSAND, NINE HUNDRED FIFTY-FOUR AND 18/100 DOLLARS EXACTLY (\$49,954.18), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.
- 3. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Respondent agrees to waive all attorney's fees, expert's fees, and litigation costs in this matter.

- 4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.
- Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- 6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.
- 7. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 259, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- 8. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, Florida Statutes (2016).

9. This Settlement Agreement, executed by the counsel for the parties listed below on this 15th day of June, 2017, contains all the agreements of the parties.

David A. Shontz, Esq. SHUTTS & BOWEN LLP

Counsel for Petitioner, Central Florida

Expressway Authority

Charlotte Murrell, Esq. **QUARLES & BRADY LLP**

Counsel for Respondent, New Penn Financial. LLC d/b/a Shellpoint Mortgage Servicing acting on behalf of Bank of America, N.A. per the Limited Power of Attorney dated February 19, 2016, and recorded February 23, 2016 at Book DE 2482, Page 3637-3640, Official Records of Greenville County, South Carolina

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE S 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 8458, PAGE 4756, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE FARTICULARLY DESCRIBED AS FOLLOWS:

"THE N 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS RIGHT OF WAY ON EAST)"

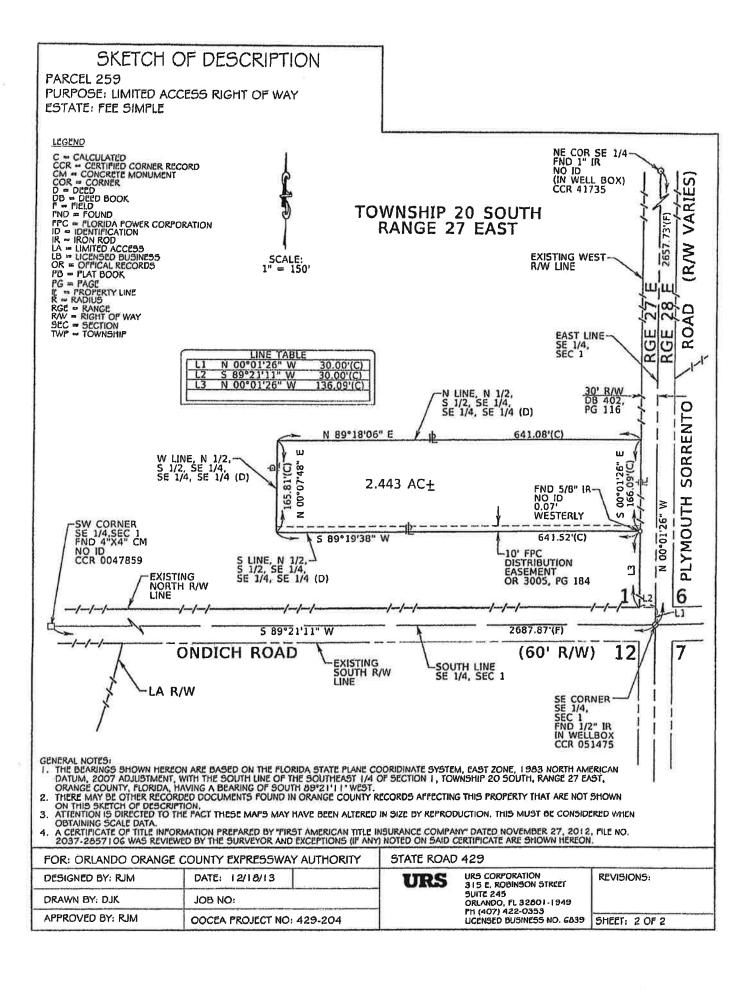
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.443 ACRES, MORE OR LESS.

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

RUSSEL J. MARKS, PSM NO. 5623

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL



2016011885

February 23, 2016 08:40:16 AM

Rec: \$15.00

FILED IN GREENVILLE COUNTY, SC J. t. of Many

After Recorded Return To:

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing

75 Beattie Place

Greenville, SC 29601

Attention: Cynthia Brock, Doc Curative Manager

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("Owner"), a national banking association located at 1800 Tapo Canyon Rd., Simi Valley, CA, 93063, by these presents does hereby make, constitute and appoint New Penn Financial LLC dba Shellpoint Mortgage Servicing ("Subservicer"), a Delaware limited liability company located at 75 Beattie Place, Greenville, SC 29601, to be Owner's true and lawful attorney-infact, and hereby grants Subservicer authority and power to take, through its duly authorized officers, such Actions (as defined below) as may be appropriate, in Owner's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with and relates solely to that certain Flow Subservicing Agreement dated September 10, 2010 (the "Agreement"), between Owner and Resurgent Capital Services, LP dba Resurgent Mortgage Servicing, pursuant to which Subservicer has the duty to provide servicing, administration, and management and disposition services with respect to certain mortgage loans ("Mortgage Loans") owned by Owner (the "Servicing Arrangement"). Each of the Mortgage Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property ("Property") evidenced by one or more mortgages, deeds of trust, deeds to secure debt, or other forms of security instruments (each, a "Security Instrument"). The assignment of a Security Instrument, as used herein, shall also include the assignment of the beneficial interest under a deed of trust.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case with respect to one or another of the Mortgage Loans or the Property and as mandated or permitted by federal, state or local laws or other legal requirements or restrictions—including without limitation federal, and state debt collection laws—applicable to Owner or Subservicer in connection with mortgage loans serviced by Subservicer or on behalf of Owner as owner:

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is or hereafter shall become due and payable) belonging to or claimed by Owner in respect of the Mortgage Loans and Property, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee under a deed of trust, the preparation and issuance of statements of

1

¹ This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A. is the successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing LP.

² Effective February 1, 2014, Resurgent Capital Services, LP assigned all of its rights and delegated all of its performance under the Agreement to Subservicer.

breach, notices of default, and/or notices of sale (or any other statement or notice that is now or hereafter becomes necessary or appropriate to protect or enforce Owner's interest in the Mortgage Loans and Property), filing proofs of claim, motions for relief from the automatic stay or other writings in a bankruptcy proceeding, taking deeds in lieu of foreclosure, negotiating and entering into "cash for keys" agreements, evicting and foreclosing on the Properties.

- 2. Subordinate the lien of a mortgage or deed of trust (i) for the purpose of refinancing Mortgage Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
- 3. Execute and/or file such documents and take such action as is proper and necessary to defend Owner in litigation and to resolve any litigation where Subservicer has an obligation to defend Owner.
- 4. Transact business of any kind regarding the Mortgage Loans, as Owner's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
- 5. Execute, complete or file bonds, Security Instruments and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, reconveyances, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to Security Instruments, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the Property, in the interest of Owner.
- Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Owner or a prior transferor, including but not limited to note indorsements.
- 7. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
- 8. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant/warranty/quit claim deeds or other deeds causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
- 9. Perform all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of REO Property, and the exercise of any rights of Owner under any insurance agreement.
- 10. Indorse all checks, drafts and/or other negotiable instruments made payable to Owner as payments by borrowers in connection with the Mortgage Loans.

With respect to the Actions, Owner gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as Owner itself might or could do, and hereby does ratify and confirm all that said attorney-infact shall lawfully do or cause to be done by authority hereof. Any Action taken pursuant to this Limited Power of Attorney shall be binding on Owner and Owner's successors and assigns.

Owner represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until they receive actual notice of termination or revocation thereof or unless an instrument of revocation has been made in writing. Any and all third parties dealing with Subservicer as Owner's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Subservicer, and need not make any inquiry about whether Subservicer is acting pursuant to the Servicing Arrangement. Any purchaser, title insurance company, public official or other third party may rely upon a written statement by Subservicer that any subject mortgage loan or real estate owned by Owner or by Subservicer for Owner as a result of the termination of the related Mortgage Loan, is subject to the authority and power conferred to the Subservicer pursuant to the Servicing Arrangement and this Limited Power of Attorney.

Nothing contained herein shall be construed to grant Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Owner, that is not expressly granted within this Limited Power of Attorney or be construed to create a duty of Owner to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name or on behalf of Owner, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Owner, except, in each case, as provided herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 19th day of February, 2016.

BANK OF AMERICA, N. A.

By:

Name:

Title:

Vice President

Witness:

Name:

Title:

Witness:

Name:

Title: Secondary Market Ops

STATE OF FLORIDA

:

COUNTY OF DUVAL

: 88.

This instrument was acknowledged before me on February 19, 2016 by Gregory W. Blackmer, personally known to me to be Vice President of Bank of America, N.A., a national banking association, on behalf of said national banking association.

Debra Lynn Ham

My commission expires: 7/27/16

DEBRA LYNN HAM MY COMMISSION # EE 183490 EXPIRES: July 27, 2016
Bonded Thru Notary Public Underwillers

CONSENT AGENDA ITEM

#22



MEMORANDUM

TO: Central Florida Expressway Authority

CLIENT-MATTER NO.: 19125.0164

Sound a Shortz

Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: June 26, 2017

RE: State Road 429 Wekiva Parkway, Project 429-205; Parcel 288

Proposed Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a negotiated settlement between Thomas Olin Mahaffey, Jr. and Julie Mahaffey (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 288 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-205.

DESCRIPTION AND BACKGROUND

Parcel 288 is a fee simple acquisition of 0.69 acre from a parent tract of 27.03 acres for use as limited access right-of-way. The property is located on the north side of Haas Road, just east of Plymouth Sorrento Road and approximately 1.7 miles north of West Kelly Park Road in Apopka, Orange County, Florida. The property is the homestead of Mr. and Mrs. Mahaffey who live in a custom-built, 5,056 s.f. 4-bedroom, 3.5-bath single family residence with a 2-car garage. Additional improvements include a 400 square foot cedar pavilion, a 525 square foot office/exercise building with a bathroom, a 512 square foot wooden deck, a small wooden tool shed, and the property is served by a private well and septic system. The property is zoned AG, Agricultural by the City of Apopka, with a future land use of Agricultural. The future land use classification permits residential development with a maximum one (1) dwelling unit per five (5) acres, as well as typical agricultural uses.

Chris Starkey with Integra Realty Resources-Orlando appraised the property on behalf of the CFX. Mr. Starkey opined the highest and best use as vacant would be holding the property for future residential development. As improved, the highest and best use would be continued use as a single-family residence.

Mr. Starkey used three (3) comparable land sales ranging in adjusted price from \$19,565 to \$24,145 per acre to arrive at a land valuation of \$24,000 per acre, or a total of \$649,000 for the

subject. Additionally, Mr. Starkey used three (3) comparable residential sales ranging in adjusted price from \$181.36 to \$277.89 per square foot to arrive at a valuation of \$250.00 per square foot, or a total of \$1,265,000 for the subject. Mr. Starkey's valuation of the whole property before taking was \$1,200,000, allocated at \$551,000 for improvements and \$649,000 for land only.

The taking consisted of 0.69 acre of land and 200 lf of hog wire field fencing, which Mr. Starkey valued at \$16,600 and \$560, respectively, for a total value of the part taken of \$17,160. Due to the negative impact on the remainder property caused by the limited access right of way, Mr. Starkey initially opined the damages to the remainder property at 5% or \$50,840. Mr. Starkey also provided a cost to cure for replacement of a portion of the field fencing. The gross cost to cure amount was \$1,224, less items paid for in the taking of \$560, for a net cost to cure amount of \$664. Thus, Mr. Starkey's final estimate of compensation for the taking totaled \$69,000, consisting of \$17,160 for land, \$50,840 for damages to the remainder, and \$664 for the cost to cure.

Mr. Starkey prepared an updated appraisal report in compliance with the case management order. The land sales comparables used in the updated report ranged in adjusted price of \$19,565 to \$31,079 per acre, from which Mr. Starkey arrived at a land valuation of \$27,500 per acre, or a total of \$743,000 for the subject. The three (3) residential sales comparables ranged in adjusted price from \$194.32 to \$263.66 per square foot to arrive at a valuation of \$250.00 per square foot, or a total of \$1,265,000 for the subject. Mr. Starkey's updated valuation of the whole property before taking was \$1,250,000, allocated at \$507,000 for improvements and \$743,000 for land only.

The taking of 0.69 acre of land was valued at \$18,975 in the updated appraisal, and the hog wire fencing was valued at \$580, for a total value of the part taken of \$19,580. Mr. Starkey opined the damages to the remainder property caused by (1) the proximity of the roadway project, (2) vehicular noise influences, (3) loss of privacy, and (4) loss of rural country appeal, at 25% or \$295,420. The gross cost to cure amount was \$1,272, less items paid for in the taking of \$580, for a net cost to cure of \$692. Mr. Starkey's final updated estimate of compensation for the taking totaled \$316,000, consisting of \$19,580 for the land, \$295,420 for damages to the remainder, and \$692 for the net cost to cure.

Richard C. Dreggors of Calhoun, Dreggors & Associates, Inc., appraised the subject on behalf of Mr. and Mrs. Mahaffey. Mr. Dreggors opined, based upon information from Ed Williams of Williams Development, that had the Wekiva Parkway project not been built, it was probable the property would have had a future land use of Residential Low and the zoning would have been Planned Residential Development, allowing a density of three (3) to five (5) dwelling units per acre of land. Mr. Dreggors's opinion of the highest and best use of the subject as vacant would be for low density residential use, and the highest and best use as improved would be continuation of use as a single family residence, removal of the additional site improvements and incorporation into a lower density residential development.

Mr. Dreggors used two sets of sales data for land sales comparable. The first set relies upon sales for the valuation date of September 2, 2015, outside of the project area, located in west Orange and east Lake Counties. These comparable land sales provided an unadjusted price range from \$39,063 to \$111,248 per acre. The comparable land sales near the subject were

valued near the project resolution date of December 18, 2006. These sales provided an unadjusted price range of \$39,995 to \$81,728 per acre. Mr. Dreggors based his opinion of the value of the subject at \$65,000 per acre, or a total of \$1,757,000 for the parent tract. Mr. Dreggors used comparable residential sales ranging in unadjusted prices of \$64.58 to \$78.09 per square foot for the 2015 valuation date, and unadjusted prices ranging from \$65.49 to \$82.13 for the 2006 valuation date. Based upon these valuations, Mr. Dreggors opined the Mahaffey home should be valued at \$65.00 per square foot for a total of \$328,600. Thus, Mr. Dreggors opined the whole property prior to taking was valued at \$2,165,000, consisting of \$1,757,000 for land and \$408,000 for improvements.

Mr. Dreggors opined the proximity of the completed parkway including its above-grade to below-grade route along the remainder property creates damages of 60% to the remainder property (\$763,900) plus an additional 20% to the improvements (\$81,600).

Mr. Dreggors opines the taking of 0.69 acre at \$65,000 per acre is \$44,900, he includes no improvements in the taking, and total damages of \$845,500 to arrive at a total value of the taking of \$890,400.

The Mahaffeys are represented by Raymer Maguire, III, Esquire. After negotiations with Mr. Maguire, we reached a settlement in the amount of \$603,200 for the underlying claim, plus \$76,890.24 in full settlement of all experts' fees and costs, plus \$153,550 in full settlement of statutory attorneys' fees.

For the above-cited reasons, Right of Way counsel requests the CFX Board approve the settlement of this matter in the total amount of \$833,640.24, which is in the CFX's best interest. Settlement of any and all claims for Parcel 288 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire the parcel. The Right of Way Committee recommended the proposed settlement at its June 28, 2017 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement of \$833,640.24 in settlement of all claims for compensation in the acquisition of Parcel 288, including statutory attorneys' fees and any costs and experts' fees and costs.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" - Photographs of the Subject Property and Area

Exhibit "C" – Settlement Agreement

Exhibit "D" - Experts' Invoices

ORLDOCS 15487813 I

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-205

PARCEL NO. 288

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION: THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE. RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1247.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 633,74 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°05'11" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 796.01 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 89°05'11" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.24 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°42'12" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°05'11" EAST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 200.24 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°42'12" EAST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 150.18 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.690 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SEE SHEET 3 FOR GENERAL NOTES AND LEGEND FOR: CENTRAL FLORIDA

DATE: MARCH 11, 2015

PROJECT NO .: P04-04

DRAWN: DPW CHECKED: JMS

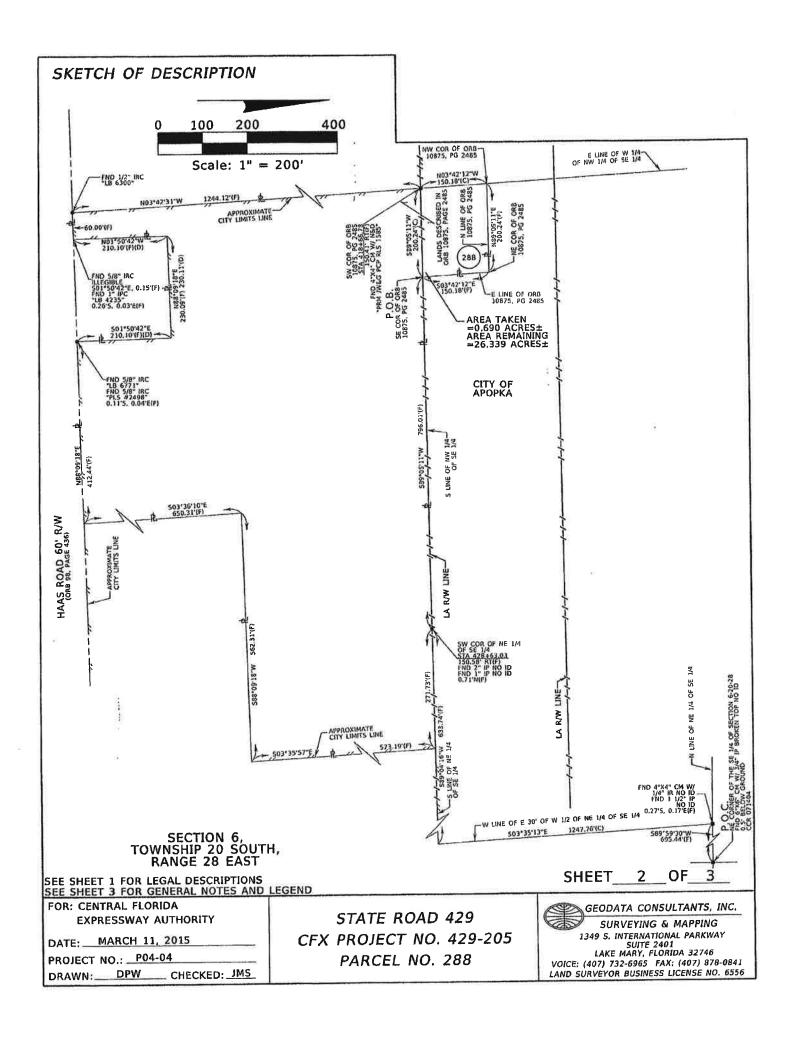
EXPRESSWAY AUTHORITY

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 288 SHEET 1 OF 3

GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556



LEGEND AND ABBREVIATIONS

(C) (D) (F) CCR CM COR FND ID IP IPC IR	= CALCULATED = DEED = FIELD = CERTIFIED CORNER RECORD = CONCRETE MONUMENT = CORNER = FOUND = IDENTIFICATION = IRON PIPE = IRON ROD	LT N&D NO. ORB ½ PG P.O.B. P.O.C. RT R/W	= LEFT = NAIL AND DISK = NUMBER = OFFICIAL RECORDS BOOK = PROPERTY LINE = PAGE = POINT OF BEGINNING = POINT OF COMMENCEMENT = RIGHT = RIGHT OF WAY = STATION = WITH
IR	= IRON ROD	STA	= STATION
IRC LA	⇒ IRON ROD AND CAP ⇒ LIMITED ACCESS	W/	⇒ COMMON OWNERSHIP

GENERAL NOTES:

- THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 89°59'30" WEST.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THIS SKECTH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
- ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTIONS SEE SHEET 2 FOR SKETCH OF DESCRIPTION				SHEET	3_OF_3_
			THE BEST OF MY KNOWLEDGE OF THE BEST OF MY KNOWLEDGE OF THE FLORIDA BOARD OF THE FLORIDA BOAR	EGAL DESCRIPTION AND SKETCH AND BELIEF. I FURTHER CERTIFY T ITS THE MIRMUM TECHNICAL STA O OF PROFESSIONAL SURVEYORS AN INISTRATIVE CODE, PURSUAN, TO DIECT TO HOLES AND NOTATIONS	NDARDS AS SEY ND MAPPERS IN CHAPTER 472 SHOWN HEREON.
REVISED PER COMMENTS	DPW	04/09/2015	MA	V	4-9-2015
REVISION	BY	DATE	H. Paul deVivero, Professional	Land Surveyor No. 4990	DATE
FOR CENTRAL FLORIDA				GEODATA (CONSULTANTS, INC.

EXPRESSWAY AUTHORITY

DATE: MARCH 11, 2015

PROJECT NO .: P04-04 DRAWN: DPW CHECKED: JMS

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 288

SURVEYING & MAPPING 1349 S. INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746

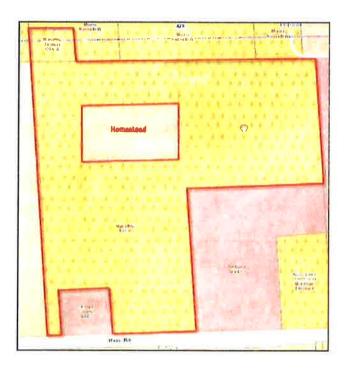
VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556





Wekiva Parkway Project 429-205 Parcel 288
Single Family Residential
2219 Haas Road
Apopka, Florida

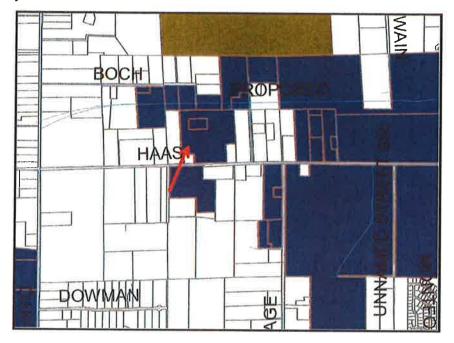
Тах Мар



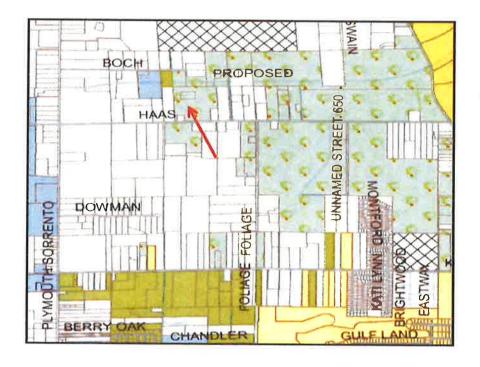
Aerial Map



Zoning Map



Future Land Use Map



Hazardous Substances

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. No hazardous substances were observed during our inspection of the improvements; however, we are not qualified to detect such substances. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.

Personal Property

No personal property items were observed that would have any material contribution to market value.

Conclusion of Improvements Analysis

Overall, the quality, condition, and functional utility of the improvements are good/average for their age and location.



Front elevation of the home (Photo Taken on April 30, 2015)



Typical view of master bedroom (Photo Taken on April 30, 2015)



Rear elevation of the home (Photo Taken on April 30, 2015)



Typical view of guest bedroom (Photo Taken on April 30, 2015)





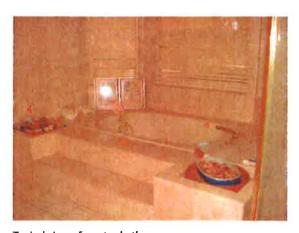
Typical view of the living room (Photo Taken on April 30, 2015)



Typical view of the kitchen (Photo Taken on April 30, 2015)



Typical view of pool/spa (Photo Taken on April 30, 2015)



Typical view of master bath (Photo Taken on April 30, 2015)



View of the movie theatre room (Photo Taken on April 30, 2015)



View of living room (Photo Taken on April 30, 2015)





Typical view of the office/exercise room (Photo Taken on April 30, 2015)



Typical interior view office/exercise room (Photo Taken on April 30, 2015)



Typical view of the land and tree farm (Photo Taken on April 30, 2015)



Typical view of the rea yard and pavilion (Photo Taken on April 30, 2015)



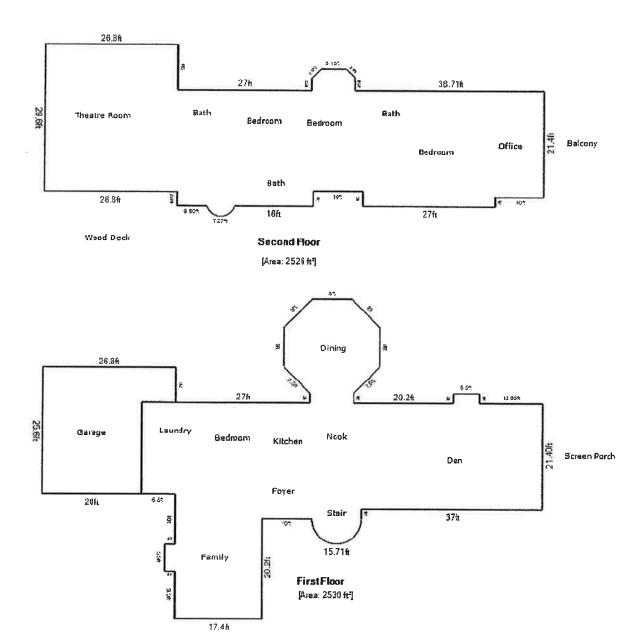
Land area within the "take" facing south (Photo Taken on April 30, 2015)



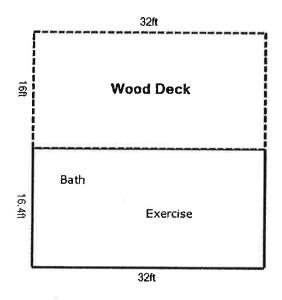
Land area within the "take" facing north (Photo Taken on April 30, 2015)

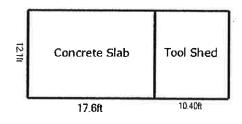


Sketch of Homestead



Sketch of Homestead 33





ACCESSORY BUILDING

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondents, THOMAS OLIN MAHAFFEY, JR. and JULIE MAHAFFEY (referred to as "Respondents"), reached the following Settlement Agreement:

- 1. Petitioner will pay to Respondents the sum of SIX HUNDRED THREE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS exactly (\$603,200.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 288, including statutory interest and all claims related to real estate and business damages, if any. 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 will pay to the Trust Account of Maguire & Lassman, P.A., the total sum of SEVENTY-SIX THOUSAND, EIGHT HUNDRED NINETY AND 24/100 DOLLARS (\$76,890.24), in full settlement of all experts' fees and costs incurred on behalf of Respondents in this matter.
- 3. Petitioner will pay to Maguire & Lassman, P.A., the sum of ONE HUNDRED FIFTY-THREE THOUSAND, FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$153,550.00) in full settlement of statutory attorney's fees in this matter.
- 4. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of SIXTY-NINE THOUSAND AND NO/100 DOLLARS (\$69,000.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit in the Registry of the Court the sum of FIVE HUNDRED THIRTY-FOUR THOUSAND, TWO HUNDRED AND NO/100 DOLLARS EXACTLY (\$534,200.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case. Additionally, a Clerk's Fee in the amount of ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$170.00) will be added to the settlement amount for processing the deposit through the Court Registry.
- 5. 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.
- 6. 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 (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- 7. 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.

- 8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 288, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- 9. Respondents shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

on this Hy day of June, 2017, contains all the agreements of the parties.

David A. Shontz, Esq.
SHUTTS & BOWEN LLP
Counsel for Petitioner,
Central Florida
Expressway Authority

Raymer F. Maguire, III, Esq. MAGUIRE & LASSMAN, P.A. Counsel for Respondents, Thomas Olin Mahaffey, Jr. and Julie Mahaffey

ORLDOCS 15475022 1

Calhoun, Dreggors & Associates, Inc.

Real Estate Appraisers & Consultants

June 9, 2017

Raymer F. Maguire, Esq. c/o Maguire Lassman 605 East Robinson Street Suite 140 Orlando, FL 32801

RE: Owner:

Mahaffey

Project:

Wekiva Parkway

Parcel No.: 288

County:

Orange

INVOICE

Review condemnor appraisal, conference with experts, review use of property, land sales research/analysis, review land sales, review engineering report, review land planning report, inspect subject property, meetings with owners, review highest and best use before and after, research/analyze 2006 sales, review 2006 sales data, review contractor's RCN, study research, review utility extension costs/issues, review information for 2006 valuation analysis, verification of sales, review/write report, review updated CFX appraisal.

Abrams Schmidt: 110.75 Hrs. x \$175/Hr. =

\$19,381

Dreggors:

49.75 Hrs. x \$275/Hr. =

_13,681

Total

\$33,062

Thank you,

Richard C. Dreggors, GAA President

RCD/ddp

OWNER	MAHAFFEY	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/08/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	0.50
04/13/16	REVIEW SUBJECT MATERIAL; REVIEW/ANALYSIS OF CONDEMNOR'S APPRAISAL AND SALES; RESEARCH AND ANALYSIS OF SALES.	4.25
04/14/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.25
05/17/16	RESEARCH/ANALYSIS OF SALES; PULL SITE PLANS, CITY DOCUMENTS, ETC.; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	4.25
05/18/16	RESEARCH/ANALYSIS OF SALES.	3.25
05/19/16	ANALYSIS OF SALES; CONFERENCE CALL WITH EXPERTS.	4.00
05/20/16	RESEARCH/VERIFY SALES; CONFERENCE CALL WITH CONTRACTOR.	4.50
05/23/16	PREPARE FOR AND INSPECTED THE SUBJECT PROPERTY; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; RESEARCH/ANALYSIS OF SALES.	6.00
05/24/16	CONFERENCE CALL WITH EXPERTS; ANALYSIS OF SALES; VERIFY SALES.	3.75
05/25/16	ANALYSIS OF SALES.	2.00
05/26/16	CONFERENCE CALL WITH EXPERTS.	1.25
05/27/16	MET WITH DR. HARRIS REGARDING BLIGHT ANALYSIS; ANALYSIS OF SALES DATA; DISCUSS HIGHEST A ND BEST USE WITH LAND PLANNER.	2.50
05/31/16	CONFERENCE CALL WITH EXPERTS; ANALYSIS/ VERIFICATION OF SALES.	3.75
06/01/16	CONFERENCE CALL WITH EXPERTS; ASSISTED WITH APPRAISAL.	5.00
06/03/16	RESEARCH IMPROVED SALES; ANALYSIS OF SALES.	2.75
06/06/16	ASSISTED WITH APPRAISAL; RESEARCH SALES; REVIEW/ANALYSIS OF TRI-CITIES DOCUMENTS.	4.50

OWNER	MAHAFFEY	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
06/10/16	ASSISTED WITH APPRAISAL; PREPARE FOR SITE INSPECTIONS; INSPECTED LAND SALES.	4.00
06/16/16	CONFERENCE CALL WITH EXPERTS.	1.00
12/21/16	CALL WITH EXPERTS.	0.75
01/11/17	CALL WITH EXPERTS.	0.50
01/13/17	CALL WITH EXPERTS	0.75
03/27/17	REVIEW UPDATED LAND PLANNING ANALYSIS; RESEARCH/ANALYSIS OF AFTER SALES; ASSISTED WITH APPRAISAL.	4.75
03/29/17	ANALYSIS OF IMPROVED SALES; ASSIST WITH APPRAISAL; ANALYSIS OF DAMAGES.	4.50
03/31/17	WORKED ON IMPROVED SALE WRITE-UPS; MEETING WITH RICK TO REVIEW AND DISCUSS ADDITIONAL ANALYSIS NEEDED; ASSISTED WITH APPRAISAL; CALL WITH OWNER'S REPRESENTATIVES.	6.00
04/03/17	WORKED ON IMPROVED SALE WRITE-UPS; PREPARE FOR INSPECTIONS; RESEARCH/ANALYSIS OF LAND SALES FOR IMPROVED SALE ALLOCATION; ANALYSIS OF AFTER SALES; ASSIST WITH APPRAISAL; CALL WITH LAND PLANNER.	6.25
04/04/17	ASSISTED WITH APPRAISAL; CALL WITH OWNER'S REPRESENTATIVE.	2.50
04/07/17	MEETINGS WITH RICK TO DISCUSS 2006 ANALYSIS; RESEARCH/ANALYSIS OF 2006 SALES; REVIEW SALES WITH RICK; CALL WITH OWNER'S REPRESENTATIVE; ANALYSIS OF OWNER'S PRIOR SALES HISTORY IN THE NEIGHBORHOOD.	2.25
04/10/17	PREPARE FOR CONFERENCE CALL; CALL WITH EXPERTS AND OWNER; MEETING WITH RICK TO REVIEW 2006 SALES DATA.	2.00
04/11/17	WORKED ON 2006 IMPROVED SALE WRITE-UPS AND EXHIBITS; WORKED ON 2006 LAND SALES; VERIFY SALES; ASSIST WITH APPRAISAL; REVIEW UPDATED UTILITY COSTS.	4.50

OWNER PROJECT	MAHAFFEY WEKIVA PARKWAY	COURTNEY ABRAMS SCHMIDT
PARCEL(S)	288	
COUNTY	ORANGE	

COUNTY	ORANGE	
DATE	TYPE OF SERVICE	HOURS
04/12/17	WORKED ON 2006 IMPROVED SALE WRITE-UPS; VERIFY SALES; ASSIST WITH APPRAISAL; WORK ON ADDENDA; PREPARE FOR SALE INSPECTIONS.	4.00
04/13/17	ASSISTED WITH APPRAISAL.	3.25
04/17/17	ASSISTED WITH APPRAISAL; CALL WITH ENGINEER.	1.25
04/18/17	WORKED ON SALE WRITE-UPS/VERIFICATIONS; ASSISTED WITH APPRAISAL; WORKED ON ADDENDA.	3.00
05/04/17	ASSIST WITH APPRAISAL; ASSIST WITH ADDENDA PREPARATION.	2.00
05/05/17	MEETING WITH RICK; WORK ON APPRAISAL.	2.75
05/08/17	CALL WITH OWNER'S REPRESENTATIVE; REVIEW UPDATED ENGINEERING ANALYSIS.	1.25
	TOTAL HOURS	110.75

OWNER	MAHAFFEY	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/15/15	REVIEW SUBJECT INFORMATION AND CONDEMNOR APPRAISAL OF THE SUBJECT PARCEL.	2.25
04/08/16	PREPARE FOR AND CONFERENCE WITH EXPERTS.	0.50
0412/16	REVIEW CFX REPORT; PREPARE FOR CONFERENCE CALL WITH EXPERTS.	1.25
04/14/16	PREPARE FOR CONFERENCE WITH EXPERTS; REVIEW OUR SCOPE OF WORK AND VALUATION ASSIGNMENTS.	1.25
05/05/16	PREPARE FOR AND CONFERENCE WITH OWNER AND EXPERTS TO REVIEW USE OF PROPERTY AND POSSIBILITY OF MINING PART OF THE PROPERTY.	0.75
05/19/16	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW MEI REPORT AND LAND PLANNING/HIGHEST AND BEST USE.	1.75
05/23/16	INSPECT SUBJECT; MEET WITH OWNER; CONFERENCE WITH OWNER'S REPRESENTATIVE.	4.75
05/24/16	CONFERENCE WITH EXPERTS; REVIEW HIGHEST AND BEST USE BEFORE AND AFTER.	3.25
05/25/16	CONFERENCE WITH EXPERTS; REVIEW 2006 SALES DATA FOR VALUATION ANALYSIS.	2.00
05/26/16	CONFERENCE WITH PLANNERS AND ENGINEER.	1.25
	CONFERENCE WITH EXPERTS; ANALYSIS OF DATA.	2.25
06/01/16	REVIEW CONTRACTOR'S RCN; CONFERENCE WITH ASSOCIATE REGARDING THE COSTS; PREPARE FOR CONFERENCE WITH EXPERTS.	3.50
06/03/16	BEGIN ANALYSIS OF LAND SALES WITHIN AND OUTSIDE THE PROJECT AREA.	1.50
07/31/16	ASSIST WITH LAND SALES ANALYSIS OF LAND INSIDE AND OUTSIDE PROJECT AREA.	1.75
10/31/16	PREPARE FOR CALL WITH EXPERTS.	0.50
12/09/16	CONFERENCE WITH EXPERTS REGARDING EXHIBITS FOR REPORTS.	0.75

OWNER	MAHAFFEY	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	288	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
01/11/17	PREPARE FOR CONFERENCE WITH EXPERTS REGARDING LAND PLANNING ANALYSIS; REVIEW UTILITY EXTENSION COSTS/ISSUES.	1.00
04/03/17	REVIEW INFORMATION FOR 2006 VALUATION ANALYSIS; MEETING WITH ASSOCIATE TO PREPARE FOR CONFERENCE CALL.	0.75
04/04/17	PREPARE FOR AND CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	0.50
04/06/17	PREPARE FOR AND CONFERENCE WITH PLANNER AND EXPERTS TO REVIEW HIGHEST AND BEST USE BEFORE AND AFTER THE TAKING.	1.50
04/07/17	CONFERENCE WITH OWNER'S REPRESENTATIVE; LATER CONFERENCE WITH PLANNER.	1.50
04/10/17	CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE; VERIFICATION OF SALES; MEETING WITH ASSOCIATE.	1.75
04/18/17	CONFERENCE WITH JOSH HARRIS REGARDING REPORT DEADLINES AND OWNER'S REPRESENTATIVE.	0.50
05/01/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING LEGAL INSTRUCTION AND ENGINEERING/PLANNING REPORT DEADLINES.	0.50
05/05/17	REVIEW/WRITE REPORT; INSPECT SALES; MEETING WITH ASSOCIATE.	6.75
05/08/17	REVIEW/WRITE REPORT; CONFERENCE WITH ENGINEER.	4.00
05/23/17	REVIEW UPDATED CFX APPRAISAL; CONFERENCE WITH MATT SILBERNAGEL.	<u>1.75</u>
	TOTAL HOURS	49.75



Invoice

Please remit to:

Vanasse Hangen Brustlin, Inc.

101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Raymer Maguire, III

Attorney

Maguire Lassman, P.A. 605 E. Robinson Street

Suite 140

Orlando, FL 32801

Invoice No:

<Draft>

June 6, 2017

VHB Project No: 62392.00

Invoice Total \$16,971.47

Professional Planning Services for Mahaffey Property

Professional Services Thru June 6, 2017

Professional Personnel

	Hours	нате	Amount
Principal 2	1.00	275.00	275.00
Principal 1	25.00	250.00	6,250.00
Technical/Professional 07	5.00	125.00	625.00
Technical/Professional 06	5.00	125.00	625.00
Technical/Professional 05	59.50	125.00	7,437.50
Technical/Support 2	14.00	85.00	1,190.00
Totals	109.50		16,402.50

Total Labor 16,402.50

Reimbursable Expenses

Printing

Total Reimbursables

568.97

568.97

568.97

Total this invoice ____

\$16,971.47

Billings to Date

	Current	Prior	lotai
Labor	16,402.50	0.00	16,402.50
Expense	568.97	0.00	568.97
Totals	16,971.47	0.00	16,971.47



Project Number: 62392.00

Period: 201510

Date	Location	Job Type	User	Total
9/1/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$111.83
9/3/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.13
			Total	\$113.96

Printed on: 6/6/2017 3:40:41 PM



Project Number: 62392.00

Period: 201605

Date	Location	Job Type	User	Total
4/14/2016	Orlando FL	B/W Laser Printing	katieshannon	\$2.06
4/14/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$90.54
			Total	\$92.60

Printed on: 6/6/2017 3:41:00 PM



Project Number: 62392.00

Period: 201606

Date	Location	Job Type	User	Total
5/27/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
5/6/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$75.63
5/9/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$6.39
5/20/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$73.49
5/27/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$21.30
			Total	\$177.20

Printed on: 6/6/2017 3:41:15 PM



Project Number: 62392.00

Period: 201607

Date	Location	Job Type	User	Total
5/31/2016	Orlando FL	B/W Laser Printing	katieshannon	\$1.29
6/3/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.77
6/16/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
5/31/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$76.69
6/3/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
6/14/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$3.20
6/16/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$50.07
			Total	\$133.48

Printed on: 6/6/2017 3:41:29 PM

Page: 1 of 1

Billing Period thru 06/06/2017 Project No. 62392.00

Project Title: Planning Services for

		Time	
Employee	Date	(in hours)	Description
Davis	05/25/16	0.50	Prep file to email
	05/27/16	2.50	Standard Rules exhibit
	06/01/16	1.00	Meeting to review new Wekiva exhibits
	06/02/16	1.00	Team meeting
	06/08/16	1.50	Timeline Maps
	06/09/16	1.00	Timeline Maps meeting
		7.50	
Hall	03/03/16	0.50	Tele call with Raymer
· · · · · · · · · · · · · · · · · · ·	04/08/16	1.00	Revisions to DPA
	04/14/16	1.00	Conference Call
	04/21/16	1.00	Conference Call
	04/28/16	1.00	Expert Mtg
	05/05/16	1.00	Meeting with Shannon
	05/11/16	0.50	Raymer Tele
	05/12/16	0.50	Meeting with Needler
	05/16/16	1.00	WP research
	05/17/16	0.50	Maitland Blvd Extension research
	05/20/16	0.50	Tele call with Dreggors
	05/24/16	1.00	Review West Area Plan
	05/25/16	1.00	Meeting with Shannon
	05/26/16	1.00	Meeting with Shannon
	05/27/16	2.00	Tele call with Raymer and expert team
	05/31/16	2.00	Research
	06/01/16	1.50	Tele conference
	06/02/16	0.50	In office meeting
	06/03/16	1.00	Raymer tele
	06/10/16	1.50	Review of historic exhibits
	06/16/16	0.50	Conference Call
	06/30/16	1.00	Meeting with Davis
	10/18/16	1.00	Invoicing
	11/01/16	1.00	Invoicing
	11/18/16	0.50	Tele call Raymer
	01/13/17	1.00	Expert mtg
	04/07/17	1.00	Review of exhibits with Shannon
		26.00	
			File and upload executed MSA and Client Auth Email for
Jackowski	08/28/15	0.50	Maguire Lassman/ Mahaffey Property and set up job in BT.

Billing Period thru 06/06/2017 Project No. 62392.00

Project Title: Planning Services for

		Time	
Employee	Date	(in hours)	Description
Johnson	06/09/16	2.00	Corridor Alternatives Maps and Photoshop
Needler	05/09/16	1.00	Research
	05/10/16	0.50	Research
	05/16/16	1.00	Research
	05/18/16	1.00	Research
	05/19/16	1.50	Research
	05/20/16	1.50	Research
	05/31/16	1.50	Maitland Boulevard Extension
	06/03/16	1.50	Beltway Timeline
	06/06/16	1.00	Orlando Beltway Timeline
	06/07/16	1.00	Orlando Beltway Timeline
	06/08/16	0.50	Research
			Created an excel timeline for Jim & Company + added maps
	06/10/16	2.00	+ research
		14.00	
Shannon	09/01/15	3.00	GIS maps series and preliminary layout for report
	09/15/15	1.00	Meeting with Ed Williams/Jim
	04/07/16	2.00	Revisions to DPA; prep for conference call tomorrow
	04/08/16	3.50	Revisions to DPA; conference call with experts
	04/13/16	1.50	GIS map edits
			Conference call with expert witnesses and edits to DPA -
			environmental conditions section; pre-post condemnation
	04/14/16	3.00	sections
	04/21/16	0.50	Conference call with MEI, Raymer, Ed Williams
	04/28/16	1.00	Team meeting with Raymer, MEI, Ed Williams, JR Hall
	05/04/16	1.00	Revisions to DPA
	05/05/16	1.00	Revisions to DPA after meeting with Jim
	05/06/16	3.50	Revisions to DPA; review with Hall
			Conference call with expert team; coordination of shared
	05/09/16	1.50	documents
	05/19/16	2.00	Conference call with team
			and the state of t
	05/20/16	1.50	Revisions to report; conference call with Courtney and Rick
	05/25/16	0.50	Reviewed West Area Plan with Jim
	05/26/16	0.50	Reviewed West Area Plan with Jim

Billing Period thru 06/06/2017 Project No. 62392.00

Project Title: Planning Services for

		Time	
Employee	Date	(in hours)	Description
			Worked on revised timeline of Wekiva Parkway; meeting
			with Jim to discuss collection of evidence; revised DPA;
			coordinated with Katie about creation of Resolution 2007-
	05/27/16	1.00	02 map
			research on 2006 land use; created memorandum on land
			uses at this time; revisions to report; 2 hour telephone
	05/31/16	5.00	conference
			two hour conference with expert witnesses; revisions to
	06/01/16	3.00	report
	06/02/16	0.50	Meeting with Ben, Kyle, Katie, Jim about Wekiva Parkway
			Meeting on Parkway Alignments; work in InDesign and GIS
	06/10/16	1.00	on Exhibits; meeting with Maguire Law
	06/14/16	1.00	Wekiva Parkway Timeline exhibits
			Wekiva Parkway timeline exhibits/beltway timeline exhibits
	06/15/16	1.00	in Photoshop/InDesign
			Conference call; revisions to Wekiva Parkway history
	06/16/16	2.00	exhibits and timeline
	06/20/16	1.00	Revisions to timeline exhibits
	11/30/16	0.50	Conference Call
	12/01/16	0.50	Expert Witness telephone conference
			*
			Meeting with Dreggors, Maguire, Matt, Josh Harris, Harold
			on history of Wekiva Parkway and development; further
	12/09/16	1.00	research on docs like EIS< PD&E start of creation of graphics
			Series of roadway exhibits in GIS, Photoshop, and InDesign:
			Wekiva Springshed and Springs exhibit, Municipalities
	12/12/16	2.50	exhibit, Planned Highway Exhibit
	12/13/16	0.50	Edits to blight graphics
			Conference call with Raymer, Abrams, Harris, Glenna, Matt;
	12/21/16	1.00	revisions to DPA
	01/11/17	1.00	Conference call with Hall, Dreggors, Matt, Rayme
	01/13/17	0.50	Conference call with expert witnesses
			Email correspondence with Courtney; revised report
	03/27/17	0.50	exported to pdf and sent to Courtney and Raymer
			Email correspondence; Tele meeting with Abrams and
	04/03/17	0.50	Dreggors
			Meeting with Hall; review of West Study Area and JPA;
	04/06/17	1.50	expert witness team telephone conference
	04/11/17	0.50	Research on old FLUMs
	05/01/17	1.00	Email correspondence w/ Abrams; revised report

Billing Period thru 06/06/2017 Project No. 62392.00 Project Title: Planning Services for

		Time	
Employee	Date	(in hours)	Description
			Expert meeting via tele conferece - Kevin, Hall, Dreggors,
	06/05/17	0.50	Raymer
		54.50	
Taniguchi	05/20/16	3.00	Work on the Wekiva Parkway History
	06/02/16	1.00	Maitland Extension Research
	06/09/16	1.00	Orlando beltway history/timeline
		5.00	
Total		109.50	



June 7, 2017

Invoice Mailing:

Services Completed For:

Mr. Raymer F. Maguire Attorney at Law

Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140

Orlando, FL 32801

Client : T.O. Mahaffey
Project : Wekiva - Parkway

County : Orange Parcel : 288

Job Number: ML2016-702A-288

Hourly Rate: \$120.00 Total Hours: 5.18

Summary:

Research and analysis of data, graphics and maps to be used on behalf of the client. Time and details for the services completed are provided on the subsequent pages. All costs for time, travel and materials have been factored in for a comprehensive billing approach.

Thank you,

Jerry Holder

JTS Tech Support Staff JTSTechelp@gmail.com

(407) 718-7530

Total Invoiced Amount:

\$621.60



Client

: T.O. Mahaffey

Project

: Wekiva - Parkway : Orange

County Parcel

: 288

Job Number: ML2016-702A-288

Hourly Rate: \$120.00

Total Hours : 5.18

For Services Rendered	l Please Remit :	\$621.60
-----------------------	------------------	----------

in the live of the first transfer of the fir	
Date and Detail	Time
5/23/16	
Correspondence sent to Richard Dreggor's office	0.50
- Download and indexing of VHB data files for exhibit review and discussion	
- Correspondence with ML office on findings and update	
5/31/16	
Join me conference call to discuss data and ideas as to the best way to explain what is	0.50
being seen with the case. Review of potential ideas on what information still needs to be	
6/1/16	
Phone call discussing property usage, zoning and experts thoughts and directions.	1.50
Gaining an understanding of the different perspectives on before and after conditions of	
how the Beltway now impacts the property and the owner's ability to utilize his land.	
Additional research with experts as to possible graphics and maps to be utilized.	
9/9/16	
Reviewed new trial order Filing # 45989555 from 09/01/2016 and critical date chart.	0.25
11/8/16	
Reviewed sample data from Josh Harris. Small sampling uploaded for quick verification	0.04
on various map point programs	
11/18/16	0.05
Join me conference call to discuss data and ideas as to the best way to explain what is	0.05
being seen with how Blight will be addressed as part of the case. Review of potential	
ideas on what information still needs to be obtained at this point.	
Reviewed a number of discussion points on how to best present the findings and key	
points of CFX documents that has been amassed over the years through studies, reports,	
12/1/16	0.03
T/C Blight Cases; Raymer;Matt;;Hall;K.Shannon;K.Hebert;Holder	0.03
Continued to review potential PPT slides for overall case involvement	
Particpation in Matt's overview of published government documents.	
12/9/16	0.05
T/C Blight cases; Raymer;Matt;; Continued discussion and review for potential PPT slides for overall case development.	0.03
Detailed discussion on proper map and data usage in regards to published government	
documents.	
12/14/16	
Phone call discussing property reports still in progress and the potential order of	0.02
Frome can discussing property reports som in progress and the potential order of	V.V.

12/22/16	
T/ Mahaffey; Raymer; Matt;	0.50
K.Hebert; J.Harris; R.Dreggors; D.Morris; K.Shannon; J.Holder; C.Haynes; Tom M. conference	
call to discuss progress on reports and timeline possibilities	
4/10/17	
Review of emails and location pertaining to the Mahaffey project.	1.75
Identified property locations in the desired video footage	
Outlined and discussed extraction sections for the video footage	
Time Total :	5.18

Invoice Number 1 Period Covered – 5/17/16 to 6/7/17

June 7, 2017

To:

Raymer F. Maguire, III Maguire Lassman, P.A. 605 E. Robinson St, Suite 140 Orlando Florida 32801

Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	Hours	RATE	AMOUNT	
for top of the said	Client: Thomas Olin & Julie Mahaffey Matter: CFX v. Morris et. al. – Parcel 288 2219 Haas Road, Apopka, Florida Case No: 2015-CA-006557-O					
See Attached	Meetings and calls with attorneys and clients, review of documents, determine scope of report and research.	ЛН	4.0	\$350.00	\$ 1,400.00	
See Attached	Background research, collection of market data, research on project history, subdivision development, and macroeconomic and demographic factors.	JH TS	4.325 3.5	\$350.00 \$175.00	\$ 1,513.75 \$ 612.50	
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	лн	10.725	\$350.00	\$ 3,753.75	
	SUB TOTAL:				\$ 7,280.00	
Expenses	None				\$ 0.00	
	TOTAL DUE: NOTE: Bill reflects partial time allocations (CFX Parcel 287/887 – Morris, detailed on next page) Note: Hour Detail Sheet Attached				\$ 7,280.00	

Thank you very much for the opportunity to serve.

Joshua A. Harris, Ph. D., CRE, CCIM, CAIA

Managing Partner
Lakemont Group

goon of the

Payment Instruction via Check: Lakemont Group C/O Joshua Harris 2037 SHAW LANE ORLANDO, FL 32814

Hour Detail Sheet

iviatter: C	FA Parcei 200	- 2213	Haas Road, Apopka FL		
Person	Date	Hrs	Description	Allocation	Alloted Time
JH	5/17/2016	1.2	initial case talk - scope of work - items to research	25%	0.3
JH	5/17/2016	0.7	doc intake and reivew - review subject property	25%	0.2
JH	5/18/2016	Section Sales and in	doc intake and reivew - Review CFX appraisal	25%	0.3
JH	5/20/2016		call to discuss case issues - Issues affecting value	25%	0.4
JH	5/23/2016		call to discuss case issues - development potentia	25%	0.3
JH	5/24/2016	Company of the same of the same of	call to discuss case issues - update scope of report		0.3
JH	5/25/2016		update and research econ indicators	25%	0.8
JH	5/26/2016	The second con-	obtain charles wayne data	25%	0.2
JH	5/26/2016	And the second second	call to discuss case issues - results of research	25%	0.2
JH	5/26/2016		call to discuss case issues - receive update of subj	25%	0.3
JH	5/27/2016		research of market area and data collection	25%	0.8
TS	5/27/2016	A	research of market area and data collection	25%	1.0
TS	5/28/2016	**************************************	research of market area and data collection	25%	0.5
JH	5/28/2016	4.5	draft report, set econ data charts	25%	1.1
JH	5/29/2016	Contraction of the same	draft report, market data anlayis	25%	0.9
JH	5/31/2016		draft report - analysis of Project impacts	25%	1.0
JH	6/1/2016	\$1. married in section	draft report - analysis of Project impacts	25%	1.1
JH	6/1/2016	THE RESERVE OF THE RESERVE OF	call to discuss case issues - scope of report/resear	25%	0.3
JH	6/2/2016	Address Cold Con-	anlyze market data, draft report	25%	0.9
TS	6/2/2016	1 1 1 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	research of market area and data collection	25%	0.8
TS	6/2/2016	A	research of market area and data collection	25%	0.8
JH	6/3/2016		draft report - analysis of housing and real estate n	25%	1.1
JH	6/4/2016	Acres areas his control	draft report - microeconomics of SW OC	25%	0.8
JH	6/5/2016	the street	proof and edit report - add econ data	25%	0.6
JH	6/14/2016	district the second	call to discuss case issues - report results of resear	25%	0.2
JH	6/15/2016	FT-0-100-1-100	call to discuss case issues - update on valuation is	The second second	0.3
JH	6/15/2016		research items - CFX history and project scope	25%	0.3
TS	6/16/2016	Arrive Statement	research items - CFX history and project scope	25%	0.5
JH	6/16/2016		call to discuss case issues - scope of report/resear	25%	0.2
JH	11/1/2016		call to discuss case issues - scope of report/resear		0.2
JH	12/1/2016		Update file, scope for report and timeline	25%	0.3
JH	4/10/2017		call to disucss report	100%	0.5
JH	4/15/2017	40 100100 200	background research update, growth patterns	100%	The second second second
JH	4/22/2017		draft and finanlize report	100%	A COLUMN CALL CALLES
JH	4/23/2017	And the Property	draft and finanlize report	100%	
1H 2U	4/24/2017	St. Inc. residences	edit and transmit draft report	100%	AND RESIDENCE OF THE PARTY OF T
JH	5/2/2017	Account to the	final edits and formating of report	100%	
Total		76.3		and the second of the second	26.7

Payment Instruction via Check: LAKEMONT GROUP C/O JOSHUA HARRIS 2037 SHAW LANE ORLANDO, FL 32814

please make checks payable to

m e i civil. LLC

964 Lake Baldwin Lane., Suite 200 Orlando, FL 32814 407-893-6894 fax 407-893-6851 www.meicivil.com

bill to:

Raymer F. Maguire, III, Esquire

Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, Florida 32801

Invoice Date:

6/8/2017

Invoice Number:

191024H-1

Invoice Amount Due:

\$20,440.88

JOB: SR 429, Parcel 288

Mahaffey

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (GSM) Senior Project Manager (KSH) Senior Designer (JRR)	39.0 17.0 44.5	\$265.00 \$210.00 \$125.00	\$10,335.00 \$3,570.00 \$5,562.50	\$10,335.00 \$3,570.00 \$5,562.50
			Subtotal	\$19,467.50
			Expense (5%)	\$973.38
			Total Fee Due	\$20,440.88

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Glena S. Morris, P.E.

191024H

Job Name

SR 429, Wekiva Pkwy, Mahaffey

Date	Hours	Work Description
5/6/2016	4.5	Prepare for and attend site visit w/Owner
5/11/2016	2.0	organize pics, Info,analysis
5/17/2016	3.5	analysis, preliminary engineering report
5/18/2016	4.0	analysis, preliminary engineering report, send to Atty
5/19/2016	3.0	prepare for and attend mtg w/Atty, Appraisers, Planner, Owner, coordinate w/Designer, Contractor
5/20/2016	1.5	coordinate w/Designer, modifications
5/23/2016	2,5	coordinate w/Designer, report modifications
5/24/2016	5.5	prepare for and attend mtg w/atty, planners,appraiser, professor, revise report, research, prepare for & attend mtg w/Appraiser, atty, planner
6/1/2016	3.0	prepare for and attend mtg w/atty, planners, appraiser, revise report,
6/2/2016	2.0	research, report revisions
12/21/2016	0.5	mtg w/Atty, planner, appraiser
1/11/2017	1.0	prepare for and attend mtg w/Atty, Appraisers, Planner
1/13/2017	1.0	prepare for and attend mtg w/Atty, Appraisers, Planner
1/27/2017	1.0	coordinate w/Planner, research, provide map
5/3/2017	4.0	coordinate w/Contractor, revise report and exhibits
l Hours:	39.0	

Work Descriptions for Kevin S. Hebert, PE

191024H

Job Name

SR 429, Par 288, Mahaffey, Thomas Jr. & Julie

Date	Hours	Work Description
4/14/2016	1.0	Prep and attend conf call
4/21/2016	0.5	Prep and attend conf call
5/19/2016	1.0	Cost pro rata share analysis
5/25/2016	0.5	City of Apopka GIS call and prep, analysis
6/2/2016	2.0	Pro rata share analysis - sewer / FM
12/9/2016	0.5	Prep and attend conf call
4/5/2017	1.0	Prep for conference call, analysis for costs, lengths, etc.
4/6/2017	2.0	Cost analysis, updates, review, prep for conf. call
5/5/2017	0.5	Analysis, PER update, coord.
5/8/2017	7.0	Analysis, PER and cost update, coord.
5/9/2017	1.0	Analysis, PER and cost update, coord.
Hours:	17.0	

Tota

Work Descriptions for John R. Russell

191024H

Job Name

Wekiva Parkway P289 Mahaffey

Date	Hours	Task	Work Description
4/15/2016	1.5		Download & Review Property Appraisal
4/18/2016	4.0		Create SR 429 Roadway Plans - Bridges & Stormwater Ponds
4/18/2016	4.0		Create SR 429 Roadway Plans - BaseLine Geometry
4/18/2016	2.5		Create Before Conditions Base File - Drafting & Calculations
4/19/2016	4.0		Create SR 429 Roadway Plans - Striping & Shading
4/19/2016	4.0		Create SR 429 Roadway Plans - Drainage Ditches & Structures
4/19/2016	1,5		Create USGS, FEMA, Aerial & Location Map Exhibits
4/20/2016	2.0		Create Area of Take Base File - Drafting & Calculations
4/20/2016	2.5		Create UnCured Conditions Base File - Drafting & Calculations
4/22/2016	2.0		Adjust Sheet SetUp From In-House MarkUps
4/22/2016	3.0		Create & Assemble Sheets From Cadd Base Files & Check Plot
5/17/2016	1.5		Add Dimensions to Structures; New Date & Plot
5/19/2016	8.0		Property Line @ R/W Profile (Elevation View)
5/20/2016	2.0		Property Line @ R/W Profile (Elevation View)
5/20/2016	2.0		Add Google Earth Aerial in Lieu of Labins Aerial
d Hours:	44.5		

Williams Development Services, Inc.

Edward J. Williams PRESIDENT

June 6, 2017

Mr. Raymer F Maguire III Maguire Lassman PA 605 e. Robinson Street Suite 140 Orlando Fl. 32801

Subject:

CFX v. T.O. And Julie Mahaffey

Parcel 288, Wekiva Parkway SR 429-205, Orange County Land Planning and Development Permitting Analysis

Dear Mr. Maguire

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries makes with an (A) Indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
3-2-16	Meeting with attorney, retained in case, received initial work assignments	1.0
3-14-16	Site and neighborhood inspections	2.0
4-18-16		1.0
5-25-16		1.3
4-10-16	Review and comment on CFX appraisal from a land	3.3
4-14-16	Planning and development permitting standpoint.	1.0
4-20-16	Collect and analyze background data on Comprehensive Plan and Land	2.0
4-21-16	Development Code, permitting history of the property, access issues.	1.2
5-16-16	Review and comment on VHB report	1.0
4-26-17	Assist MEI Inc. on utility cost allocation and review and comment on report	1.0
5-8-17		2.0
4-21-16	Highest and best use analysis, damage analysis	3.0
6-1-16		2.5
4-28-16	Preparation for and attendance at team meeting of experts to report findings	1.0
5-26-16	exchange information and coordinate work assignments	1.0
12-15-16	0	1:0

Williams Development Services, Inc.

Edward J. Williams PRESIDENT

1-5-17

Review and comment on Offer of Judgement Issues

1.0

Subtotal:

26.3 Hours at \$250.00 per Hour

Total Due:

\$ \$6,575.00

Approved by:

Williams Development Services Inc.



POST OFFICE BOX 621287 OVIEDO, FLORIDA 32762 (407) 722-4161 Fax: (866) 431-6032

INVOICE #OV1756

June 9, 2017

Maguire Lassman, PA 605 E. Robinson Street, #140 Orlando, Florida 323801

Re: Mahaffey Residence Parcel 2219 Haas Road, Apopka, Florida

DESCRIPTION: Perform Eminent Domain work for the Mahaffey Residence Parcel.

TOTAL COST: 13.5 Hrs x 150.00/hr = 2,025.00

Thank you.

Sincerely, Bert Karpinski Ovation Construction, Inc.

TIME SHEET LOG BERT KARPINSKI/OVATION CONSTRUCTION

PROJECT: Mahaffey Residence

2219 Haas Road, Apopka, Florida

DATE HOURS DESCRIPTION

1	Received project info from Attorney. Review existing State Reports
5	Performed site visit to document existing conditions.
2	Worked on existing conditions report
2.5	Worked on existing conditions report, cost of items in the parent tract & deffered maintenance report
1	Completed & sent existing conditions report, cost of items in the parent tract & deffered maintenance report
1	Worked on utilities costs per MEI direction (Water/Sewer/Reclaimed Water)
1	Worked on utilities costs per MEI direction (Water/Sewer/Reclaimed Water)
	1 5 2 2.5 1 1

13.5 TOTAL HOURS

CONSENT AGENDA ITEM

#23



MEMORANDUM

TO: Central Florida Expressway Authority

CLIENT-MATTER NO.: 19125.0164

Savid a Shorts

Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: June 26, 2017

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 312

Proposed Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a negotiated settlement between Deborah Day and Tom Braceland, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 312 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

Parcel 312 is a fee simple acquisition of 0.808 acres for use as limited access right-of-way. The acquisition from the western section of the 5.44 acre property results in a remainder of 4.634 acres or a reduction in size of approximately 15%. The property is located west of Swann Road at the southern terminus of the dirt drive known as Rockland Avenue in Lake County, Florida.

The property was the homestead of Mr. and Mrs. Braceland who also used the property as a place of refuge for abused and/or neglected women and children. The property was known as the Hidden Treasure Fellowship, Inc., a 501(c)(3) non-profit organization. The rural and relatively secluded nature of the property, with old-growth trees throughout, and the use of animals, horses in particular, provided the environment utilized in the counseling and treatment process for these individuals.

The property is improved with a manufactured home containing 1,904 square feet with a fireplace and porch, a 1,024 square foot guest house, a horse barn and multiple sheds, pens and coops. In the area of taking are 483.96 lf of hog wire fencing and approximately 15 oak trees. The property is zoned A, Agriculture District, which allows residential uses in conjunction with agricultural uses of the property. The future land use designation is Regional Office.

The appraiser for CFX is Chris Starkey of Integra Realty. Mr. Starkey determined the

highest and best use of the property is the continued use as improved.

Mr. Starkey opined a per acre value of \$24,150, or \$20,000 for the land taken. Mr. Starkey opined the replacement cost of the building improvements at \$220,242, and the septic system, well, fencing and gates at \$50,066 to arrive at a total replacement cost new of \$270,308. Mr. Starkey opines the value of the improvements in the area of take at \$9,000.

In the after condition, the main residence will be approximately 328 feet from the new right of way line, creating vehicular noise, loss of privacy and loss of the rural country appeal. Accordingly, Mr. Starkey damages the remainder property at 25% for a total of \$44,000, and includes a cost to cure for temporary fencing of \$2,000. Thus Mr. Starkey opines the final value estimate is \$75,000, consisting of \$29,000 for the part taken, plus \$44,000 damages to the remainder, and \$2,000 cost to cure.

Grant W. Austin of American Valuation, Inc., appraised the property on behalf of the Bracelands. Mr. Austin agreed with Mr. Starkey the zoning of the property is Agriculture (A) by Lake County, and the future land use designation is Regional Office (RO), Lake County. Mr. Austin opined the highest and best use of the property was continued single-family residential and/or assemblage for redevelopment. Mr. Austin provided an appraisal report which contained two (2) retrospective appraisals of (a) the property as an "uneconomic remainder" and (b) applying the before and after method as the basis to estimate compensation. Mr. Austin opined the parent property was an uneconomic remainder as it had a total loss of utility for the Bracelands and thus was a total taking valued at \$380,000. The basis of this valuation was the loss of seclusion and intrusive noise detrimental to the use of therapy animals due to the proximity of the elevated highway.

In his second appraisal analysis, Mr. Austin utilized the services of Tom Ashburn of Nexgen Land Planners and Reggie Mesimer of Mesimer and Associates, Inc. Mr. Ashburn opined the future land use of Regional Office made the property a legal nonconforming use and would require assemblage with other properties, development of a master development plan, and rezoning to a planned development or other non-residential zoning district, which Mr. Ashburn believes is not reasonably probable in the near term. Mr. Ashburn opined the only legally permissible and physically possible use of the property is as vacant for agricultural uses, reducing the demand for the property.

Mr. Austin utilized three (3) comparable rural residential site sales in his second appraisal with adjusted prices per acre ranging from \$29,412 to \$66,000, with the \$29,412 per acre site selling in October 2016 for \$45,490 per acre. Thus, Mr. Austin opines the subject property is valued at \$50,000 per acre for a land valuation of \$272,000, and that the highest and best use is as improved. The improved sales used in his second analysis are identical to those Mr. Austin used in his first appraisal with a value conclusion of \$380,000. Mr. Mesimer listed the improvements within the taking as 535 lf of woven wire electric fencing for a replacement cost of \$7,329.50, plus 29 black cherry, laurel oak, live oak, and persimmon trees valued by arborist Joseph R. Samnik at \$93,995.28. Mr. Mesimer opined the total cost of items within the taking of Parcel 312 is \$103,900. He applied 50% depreciation to the site improvements (\$3,665) for a total value of \$100,235. Mr. Austin opines the total value of land and improvements is \$140,635 (\$40,400 land and \$100,235 site improvements). Mr. Mesimer also provided a cost to cure of \$42,000 consisting of restored fencing and 33 trees as a tree buffer. Mr. Austin valued the

remainder at \$231,500, then applied an 80% damage impact (\$185,200) due to the proximity of the parkway, leaving a remainder value of \$46,300.

Mr. Austin then values the cured remainder as land \$231,500 (\$50,000/acre x 4.63), then damages the land at 80% (\$185,200), leaving a cured remainder (land only) value of \$46,300. He then uses the \$88,000 value he assigned to site improvements, damages them at 25% due to impact damages to arrive at a damaged valuation total of \$66,000 for site improvements. When added together, the land value of \$46,300 plus the \$66,000 site improvements gives a total estimated market value of the cured remainder of \$112,300. Thus Mr. Austin summarizes his compensation as Part Taken \$140,635, plus Damages, Incurable \$127,365, plus Cost to Cure \$42,000 for a total compensation amount of \$310,000.

Mr. and Mrs. Braceland are represented by Mark Natirboff. Mediation was conducted on April 27, 2017, with Lawrence Watson, Jr. as mediator. The mediation impassed, but negotiations between counsel continued, with an ultimate agreed settlement amount of \$175,000 to the Bracelands including all statutory interest, all claims related to real estate, severance damages, tort damages, but subject to apportionment claims, if any, of any party claiming an interest in or a lien on the subject property.

Statutory attorneys' fees total \$33,990. The total experts' fees incurred by the Bracelands are \$100,278, which included appraisal report, land planning report, engineering report, contractor report, and arborist report. Additionally, Respondents prepared expert rebuttal reports per the case management order. Negotiations continue to resolve expert witness fees and costs. Resolution of these fees and costs can be accomplished through continued negotiation, mediation of the fees only or through a fee hearing.

For the above-cited reasons, Right of Way counsel requests the CFX Board approve the settlement of the underlying property owners' compensation in the amount of \$175,000, plus \$33,990 statutory attorneys' fees, plus experts' fees and costs to be negotiated up to \$90,250, for a total of \$299,240, which is in the CFX's best interest. The CFX would receive credit for the good faith deposit previously made of \$72,000. Settlement of the underlying claim and statutory attorneys' fees will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 312. The Right of Way Committee recommended the proposed settlement at its June 28, 2017 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement of \$299,240 in settlement of all claims for compensation in the acquisition of Parcel 312, including statutory attorneys' fees, and up to \$90,250 for experts' fees and costs.

ATTACHMENTS

Exhibit "A" - Sketch of the Subject Property

Exhibit "B" - Photographs of the Subject Property and Area

Exhibit "C" – Email from Mark Natirboff Accepting Settlement Exhibit "D" – Respondents' Experts' Invoices

Reviewed by: Joseph Massiatre

ORLDOCS 15487800 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 453 PROJECT No. 429-206

PARCEL 312

PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47′59" West along the South line of said Northeast 1/4, a distance of 1139.91 feet to the POINT OF BEGINNING; thence continue South 89°47′59" West along said South line, a distance of 190.12 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53′15" East along the West line of the Southeast 1/4 of the Northeast 1/4, a distance of 293.84 feet to the Southwest corner of the North 1047.50 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°41′48" East along the South line of sald North 1147.50 feet, a distance of 49.45 feet; thence departing said South line, run South 24°53′22" East, a distance of 323.44 feet to the POINT OF BEGINNING.

Containing 0.808 acres (35,199 square feet), more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

SHEET 1 OF 3

PARCEL: 312 SECTION 35 TOWNSHIP 19 SOUTH RANGE 27 EAST SECTION 35 TOWNSHIP 19 SOUTH RANGE 27 EAST N89º41 '48 "E SW COR. OF N 1047.50' OF SE 1/4 OF NE 1/4 SEC. 35 49.45'(C) N89°41'48"E 804.84'(C) 유4 S LINE OF N 1047.50' OF SE 1/4 OF NE 1/4 SEC. 35 NO0°53'15" PARCEL 1.D. 35-19-27-0001-0000-4900 REMAINDER-±4.634 ACRES P.O.B. S89°47'59"W 804.94'(C) SOUTH LINE OF NE 1/4 SEC. 35 \$89°47'59"W | 1139.91'(C) \$89°47'59"\ 190.12'(C) P.O.C. SW COR. SE 1/4-2 OF NE 1/4 SEC.35 SE COR. NE 1/4 SEC.35 FND. 4"x4" CM (NO ID) SECTION 35 TOWNSHIP 19 SOUTH RANGE 27 EAST SEE SHEET | OF 3 FOR SEE SHEET 3 OF 3 FOR LEGEND & NOTES. LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY CENTRAL FLORIDA EXPRESSWAY SECTION 429-206 (2C) RIGHT OF WAY PARCEL SKETCH STATE ROAD 453 (WEKIVA PARKWAY) **AUTHORITY** PROJECT NO. 12-0150.000 SHEET 2 OF 3 DATE: 08 /06 /1 4 SCALE: | " - 200 ADD REMAINDER 941 LAKE BALOWIN LANE ORLANDO, FLORIDA 32814 11/14 CWW 9/14 CHECKED+ALQ PER COMMENTS CWW (407) 896-0594 L.B. No. 2648 DATE DRAWN JSG REVISION BY DATE REVISION BY

PARCEL: 312

LEGEND:

(C)		CALCULATED DATA	L.A.	-	LIMITED ACCESS RIGHT OF WAY
C.B.	mz	CHORD BEARING	L.B.	-	LICENSED BUSINESS
C.D.		CHORD LENGTH	OR	=	OFFICIAL RECORDS BOOK
COR.	***	CORNER	₹.	=1	PROPERTY LINE
CM	*	CONCRETE MONUMENT	P.O.B.	=	POINT OF BEGINNING
(D)	-	DESCRIBED DATA	P.O.C.	-	POINT OF COMMENCEMENT
ESMT	800	EASMENT	No.	-	NUMBER
EXIST.	636	EXISTING	PG	=	PAGE
FND.	123	FOUND	R	=	RADIUS
I.D.	**	IDENTIFICATION	REQ.	503	REQUIRED
IP	100	IRON PIPE	R/W	=	RIGHT-OF-WAY
IRC	-	IRON ROD & CAP	SEC.	-	SECTION
L	=	ARC LENGTH	Δ	***	CENTRAL ANGLE

NOTES:

Manna

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST.
 BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN ORDER No. 4876497, DATED JULY 20, 2014.

SEE SHEET | OF 3 FOR LEGAL DESCRIPTION SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION THIS SKETCH IS NOT A SURVEY SECTION 429-206 (2C) CENTRAL FLORIDA STATE ROAD 453 EXPRESSWAY (WEKIVA PARKWAY) **AUTHOR!TY** SKETCH PREPARED BY PROJECT NO. 12-0150-000 DATE: 08 /06 /14 SHEET 3 OF 3 SCALE | " - 200 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 ALIEM L. QUÍCKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS, SIGNED AND SEALED) ADD REMAINDER CWW 11/14 CHECKED: ALO PER COMMENTS CAM 9/14 DATE DRAWN JSG REVISION L.B. No. 2648



East Elevation of Single-Family Residence (Photo Taken on August 11, 2014)



West Elevation (Photo Taken on August 11, 2014)



South Elevation of single-family residence (Photo Taken on August 11, 2014)



Living Room (Photo Taken on August 11, 2014)



Hallway View (Photo Taken on August 11, 2014)



Master Bathroom (Photo Taken on August 11, 2014)





Master Bedroom (Photo Taken on August 11, 2014)



Kitchen (Photo Taken on August 11, 2014)



Covered Patio (Photo Taken on August 11, 2014)



Guest House (Photo Taken on August 11, 2014)



Guest House - Living Room (Photo Taken on August 11, 2014)



Guest House - Kitchen (Photo Taken on August 11, 2014)





Guest House - Bedroom View (Photo Taken on August 11, 2014)



(Photo Taken on August 11, 2014)



Guest House - Covered Patio (Photo Taken on August 11, 2014)



Chicken Coop (Photo Taken on August 11, 2014)



Sheep Pen (Photo Taken on August 11, 2014)



Additional Sheep Pen Area (Photo Taken on August 11, 2014)





Additional View (Photo Taken on August 11, 2014)



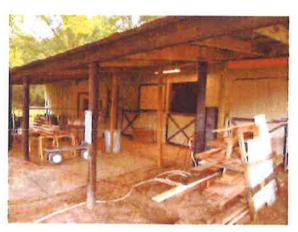
Metal Shed / Pen Area (Photo Taken on August 11, 2014)



West View of Pasture Area (Photo Taken on August 11, 2014)



Pen Area / Horse Barn (Photo Taken on August 11, 2014)



Horse Stalls (Photo Taken on August 11, 2014)



Horse Pen Area (Photo Taken on August 11, 2014)





Fenced Pasture Area (Photo Taken on August 11, 2014)



Additional Fenced Pasture Area (Photo Taken on August 11, 2014)



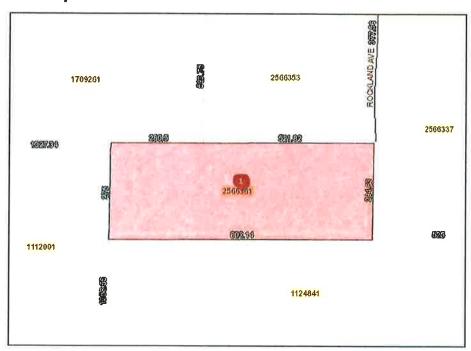
Western Property Boundary - Area of Take (Photo Taken on August 11, 2014)



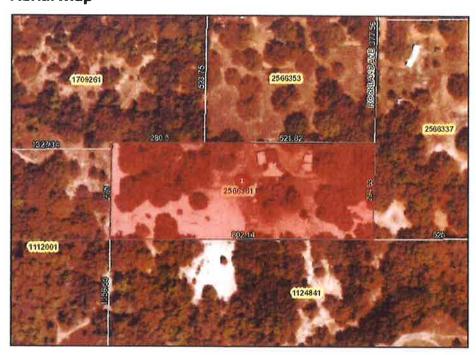
Additional View (Photo Taken on August 11, 2014)



Tax Map



Aerial Map



Zoning Map



Future Land Use Map



Mary E. Farmer

From:

Mark Natirboff <mark@eminentdomainflorida.info>

Sent:

Monday, May 08, 2017 1:35 PM

To:

David A. Shontz

Cc:

Mary E. Farmer; Jamie Fierro

Subject:

Day Braceland

Dear David,

We finally got our emails working again. This email confirms that my clients, Tom and Debbie Day Braceland, have agreed to accept \$175,000.00 for full compensation in their eminent domain case, excluding experts' fees, attorneys' fees and costs. They understand that it is contingent on CFX Committee and Board approval. We are having our experts submit the latest invoices, as they performed work on supplemental reports (appraisal, engineering, and planning) which were due for exchange today. As agreed, the trial and all disclosure and exchange deadlines, including exhibit list, witness list, etc., that were due today, and responses to discovery, are on hold, and we will file, if need be, a joint motion for continuance or simply notify the court that a settlement is pending.

Thank you,

Mark Natirboff

Mark Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
Eminent Domain and Private Property Rights Law

12058 San Jose Blvd., Suite 501 Jacksonville, Florida 32223 mark@eminentdomainflorida.info 904-260-6000 Office

IMPORTANT NOTICE

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at 904-371-3071 and return the original message. Although this E-mail and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by The Law Office of D. Mark Natirboff, P.A. for damage arising in any way from its use.

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725 E-mail grant.austin@americanvaluation.com

May 9, 2017

Mr. D. Mark Natirboff, Esquire The Law Firm of D. Mark Natirboff, P.A. 10258 San Jose Boulevard, Suite 501 Jacksonville, FL 32223-8668

RE: Final Invoice for Day Braceland property, located at 22631 Rockland Avenue, Sorrento, Florida 32776

Attached are our Invoices Nos. 466 and 468 for the Day Braceland property. The transmittal letter has allocated the total amount due of \$47,623.50 into six (6) major elements of the data and analysis process for both the Draft report dated March 20, 2017 and the Supplemental Rebuttal Revised report dated May 8, 2017, as follows:

- Valuation as an Uneconomic Remnant (part of Draft report of March 20, 2017): (this time is primarily to report the rationale for and condemnor procedures valuation as an uneconomic remnant), in the amount of 9.9 hours = \$1,881 (@ \$190/hr.).
- 2. Valuation of Before/After Market Value (part of Draft report of March 20, 2017), in the amount of 160 hours = \$30,400 (@ \$190/hr.).
- 3. Standard 3 Review of Starkey and Lentz appraisal of 12/11/2014, in the amount of 0.75 hours = \$142.50 (@\$190/hr.).
- 4. Research, analysis and revision of Pinel & Carpenter Impact Study, in the amount of 23.5 hours = \$4,465 (@\$190/hr.).
- 5. Analysis of Final Supplemental/Rebuttal/Revised appraisal report of 05.08/2017, in the amount of 36.0 hours = \$6,840 (@\$190/hr.).
- 6. Trial Preparation (e.g., trial exhibit list, Daubert analysis/preparation, interrogatories), in the amount of 20.5 hours = \$3,895 (@\$190/hr.).

Total of all major elements of data and analysis in two (2) Invoices = \$47,623.50.

Regards,

AMERICAN VALUATION, INC.

Grant W. Austin, M.S., MAI, CMRS

State-Certified General Real Estate Appraiser RZ1771

Attach. (1)

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725 E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.		
5/9/2017	468		

BILL TO

D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, Fl 32223-8668 SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D.M. Natirboff re trial preparation	190.00	4/28/2017	0.75	142.50
Tel. Call	T. Ashburn re trial data	190.00	4/28/2017	0.5	95.00
Review	Review Scheduling Order	190.00	4/28/2017	0.25	47.50
Research	Daubert issue list	190.00	4/28/2017	0.75	142.50
Analysis of	Final Report analysis	190.00	4/28/2017	3	570.00
Prep.	Preparation of research list for trial	190.00	4/29/2017	1.25	237.50
Prep.	Preparation of Trial Workplan re	190.00	4/29/2017	1.5	285.00
Prep.	Preparation of Trial Exhibit List	190.00	4/29/2017	0.75	142.50
Analysis of	Report revisions and Impact Study analysis	190.00	4/29/2017	4.5	855.00
Prep.	Preparation of analysis	190.00	4/30/2017	4.5	855.00
Analysis of	Impact Study data analysis	190.00	4/30/2017	2.75	522.50
Tel. Call	D.M. Natirboff re case issues	190.00	5/1/2017	0.25	47.50
Tel. Call	T. Ashburn re planning analysis	190.00	5/1/2017	0.5	95.00
Prep.	Preparation of Trial Exhibit List	190.00	5/1/2017	2.5	475.00
Tel. Call	T. Ashburn re Trial preparation	190.00	5/1/2017	0.25	47.50
Tel. Call	T. Braceland re case issues	190.00	5/1/2017	0.5	95.00
FEDERAL TAX ID 65-0857952			Total		

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725 E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.		
5/9/2017	468		

BILL TO

D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, Fl 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Data research re Impact Study	190.00	5/1/2017	3.5	665.00
Data research re small parcel	190.00	5/2/2017	5.75	1,092.50
	190 00	5/2/2017	0.5	95.00
T. Ashburn re additional research			_	
Data research				
			4	95.00
Attend Meeting with D.M. Natirboff re case issues			3.5	665.00
D.M. Natirboff re case issues	190.00	5/4/2017	0.25	47.50
T. Ashburn re planning analysis				47.50
				807.50
T. Ashburn re planning research				47.50
S. Coleman, Appraisal Institute, re USPAP issues	190.00	5/4/2017	0.25	47.50
		Total		
	Data research re Impact Study Preparation of Response to Interrogatories Data research re small parcel Impact Study T. Ashburn re additional research D.M. Natirboff re Interrogatories T. Ashburn re additional research Data research T. Ashburn re planning data Attend Meeting with D.M. Natirboff re case issues D.M. Natirboff re case issues T. Ashburn re planning analysis Data research T. Ashburn re planning research S. Coleman, Appraisal Institute, re USPAP issues	Data research re Impact Study Preparation of Response to Interrogatories Data research re small parcel Impact Study T. Ashburn re additional research D.M. Natirboff re Interrogatories T. Ashburn re additional research Data research T. Ashburn re planning data Attend Meeting with D.M. Natirboff re case issues D.M. Natirboff re case issues T. Ashburn re planning analysis Data research T. Ashburn re planning research S. Coleman, Appraisal Institute, re USPAP issues	Data research re Impact Study Preparation of Response to Interrogatories Data research re small parcel Impact Study T. Ashburn re additional research D.M. Natirboff re Interrogatories T. Ashburn re additional research Data research T. Ashburn re planning data Attend Meeting with D.M. Natirboff re case issues D.M. Natirboff re case issues T. Ashburn re planning analysis Data research T. Ashburn re planning research S. Coleman, Appraisal Institute, re USPAP issues	Data research re Impact Study Preparation of Response to Interrogatories Data research re small parcel Impact Study T. Ashburn re additional research D.M. Natirboff re Interrogatories T. Ashburn re additional research Data research T. Ashburn re planning data Attend Meeting with D.M. Natirboff re case issues D.M. Natirboff re case issues D.M. Natirboff re case issues T. Ashburn re planning analysis Data research T. Ashburn re planning research S. Coleman, Appraisal Institute, re USPAP issues 190.00 5/2/2017 0.5 190.00 5/2/2017 0.25 190.00 5/3/2017 0.5 190.00 5/3/2017 0.5 190.00 5/3/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25 190.00 5/4/2017 0.25

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725 E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.			
5/9/2017	468			

BILL TO

D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FI 32223-8668 SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Prep.	Preparation of analysis	190.00	5/4/2017	3.5	665.00
Tel. Call	T. Ashburn re planning analysis	190.00	5/5/2017	0.5	
Research	Data research	190.00	5/5/2017	1.25	
Prep.	Preparation of analysis	190.00	5/5/2017	6.75	
Tel. Call	T. Ashburn re planning analysis		5/6/2017	0.25	,
Tel. Call	T. Ashburn re planning research	190.00	5/6/2017	0.25	
Prep.	Preparation of analysis	190.00	5/6/2017	7.25	
Site inspect.	Inspection of subject and comparables	190.00	5/6/2017	1.5	•
Tel. Call	D.M. Natirboff re case issues	190.00	5/7/2017	0.25	47.50
Prep.	Preparation of analysis		5/7/2017	6.75	
Tel. Call	T. Ashburn re planning report	1	5/8/2017	0.25	. ,
Prep.	Preparation of analysis		5/8/2017	3.75	
Tel. Call	D.M. Natirboff re case issues		5/8/2017	0.25	47.50
FEDERAL TAX ID 65-0857952		3.00	Total	\$15	5,342.50

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725 E-mail: grant.austin@americanvaluation.com

April 14, 2017

Mr. D. Mark Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd., Suite 501
Jacksonville, FL 32223-8668

Re: Deborah Day Braceland property, 22631 Rockland Ave., Sorrento, Lake County, FL

Dear Mr. Natirboff:

Attached Is our invoice #466 dated April 14, 2017 for the above-noted case totaling \$32,281.00.

This invoice is through April 14, 2017 and does not include time that may be required for additional research and analysis, report preparation, depositions, preparation of trial exhibits, trial planning, attendance at pre-trial meetings and trial testimony.

Respectfully submitted,

AMERICAN VANUATION, INC.

Grant W. Austin, M.S., MAI, CMRS

State-Certified General Real Estate Appraiser RZ1771

Att. (1)

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725

E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.		
4/14/2017	467		

BILL TO

D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FI 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D.M. Natirboff re case issues	190.00	6/18/2014	0.2	38.00
Research	Data research		6/18/2014	4.5	855.00
Research	Data research		6/19/2014	4.25	807.50
Site inspect.	Subject site inspection		10/21/2015	1.5	285.00
Tel. Call	T. Ashburn re planning		10/23/2015	0.25	47.50
Research	Data research		10/26/2015	3.75	712.50
Research	Data research		10/27/2015	4.25	807.50
Tel. Call	T. Ashburn re planning		10/27/2015	0.2	
Tel. Call	D.M. Natirboff re case issues		10/30/2015		38.00
Research	Data research		11/2/2015	0.5	95.00
Prep.	Preparation of analysis		11/2/2015		760.00
Research	Data research			0.5	95.00
Tel. Call	T. Ashburn re planning issues		11/3/2015	3.75	712.50
Site inspect.	Site inspections of comparables		11/3/2015	0.25	47.50
Research	Data research		11/3/2015	4	760.00
Tel. Call			11/5/2015	4.25	807.50
Tel. Call	D. Freygang re property history		11/5/2015	0.25	47.50
Site inspect.	T. Ashburn re planning issues		11/6/2015	0.25	47.50
olle Mspect.	Site inspections of comparables	190.00	11/6/2015	4.5	855.00
FEDERAL TAX	ID	1	T - 4 - 1	L	
65-0857952		1	Total		

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725

E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO

D.M. Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd., Suite 501
Jacksonville, Fl 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

	RATE (\$)	DATE	HRS	AMOUNT
D. Freygang re property history	190.00	11/6/2015	0.25	47.50
	190.00	11/9/2015		
T. Day Braceland re scheduling RCN				
	190.00	11/9/2015	0.25	47.50
Data research				
Inspection of comparables				665.00
D.M. Natirboff re case issues				
				38.00
M. Reimer re cost estimate				47.50
				47.50
D.M. Natirboff re case issues				760.00
				28.50
Inspection of comparables				997.50
Preparation of analysis				807.50
John Thomas surveyor to Survey				285.00
D.M. Natirboff to coop issues				28.50
			0.2	38.00
Freparation of analysis	190.00	11/13/2015	4	760.00
	Ī	Total		
	DESCRIPTION D. Freygang re property history M. Reimer re RCN T. Day Braceland re scheduling RCN D.M. Natirboff re case issues Data research Inspection of comparables D.M. Natirboff re case issues T. Day Braceland re case issues M. Reimer re cost estimate Preparation of analysis D.M. Natirboff re case issues Preparation of analysis Inspection of comparables Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis	D. Freygang re property history M. Reimer re RCN T. Day Braceland re scheduling RCN D.M. Natirboff re case issues Data research Inspection of comparables D.M. Natirboff re case issues T. Day Braceland re case issues T. Day Braceland re case issues M. Reimer re cost estimate Preparation of analysis D.M. Natirboff re case issues Preparation of analysis Inspection of comparables Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis	D. Freygang re property history M. Reimer re RCN T. Day Braceland re scheduling RCN D.M. Natirboff re case issues Data research Inspection of comparables D.M. Natirboff re case issues T. Day Braceland re case issues T. Day Braceland re case issues M. Reimer re cost estimate Preparation of analysis D.M. Natirboff re case issues Preparation of analysis Inspection of comparables Preparation of analysis Inspection of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis	D. Freygang re property history M. Reimer re RCN T. Day Braceland re scheduling RCN D.M. Natirboff re case issues T. Day Braceland re case issues T. Day Braceland re case issues D.M. Reimer re cost estimate Preparation of analysis D.M. Natirboff re case issues Preparation of analysis Inspection of comparables Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey Preparation of analysis Preparation of analysis John Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey Preparation of analysis Preparation of analysis John Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey Preparation of analysis John Thomas, surveyor, re Survey Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation of analysis John Thomas, surveyor, re Survey D.M. Natirboff re case issues Preparation o

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725

E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

ВІЩ ТО

D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, Fl 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

4	The second secon	T	r		
ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	T. Day Braceland re property information	190.00	11/13/2015	0.25	47.50
Tel. Call	J. Thomas re site improvement survey	190.00	11/16/2015	0.2	38.00
Site inspect.	Site inspections of comparables	190.00	11/16/2015	4.5	855.00
Research	Data research		11/16/2015	"1	190.00
Research	Data research	190.00	11/17/2015	4.25	807.50
Tel. Call	M. Reimer re cost estimate	190.00	11/17/2015	0.25	47.50
Tel. Call	D.M. Natirboff re case issues		11/23/2015	0.2	38.00
Tel. Call	T. Ashburn re planning issues		11/23/2015	0.25	47.50
Tel. Call	T. Braceland re property issues		11/23/2015	0.25	47.50
Site inspect.	Comparables inspections		11/23/2015	4.25	807.50
Prep.	Preparation of analysis		11/23/2015	2.5	475.00
Prep.	Preparation of analysis		11/24/2015	4.25	807.50
Tel. Call	T. Braceland re property characteristics		11/24/2015	0.25	47.50
Site inspect.	Comparables inspections	190.00	11/25/2015	3.75	712.50
Prep.	Preparation of analysis		11/25/2015	2.25	427.50
FEDERAL TAX 65-0857952	ID	1	Total	LL	

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725 E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO

D.M. Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, FI 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call Prep.	T. Ashburn re flood zone		11/25/2015	0.2	38.00
Tel. Call	Preparation of analysis		11/27/2015	1 1	190.00
Research	T. Ashburn re planning issues Data research		11/27/2015	0.25	47.50
Tel. Call			11/27/2015	4.5	855.00
Research	T. Braceland re property issues Data research		11/30/2015	0.2	38.00
Prep.			11/30/2015	2.25	
Tel. Call	Preparation of analysis		11/30/2015	4	760.00
Prep.	D.M. Natirboff re case issues		11/30/2015	0.2	38.00
	Preparation of analysis		12/1/2015	5.5	1,045.00
Tel. Call	T. Ashburn re easements		12/1/2015	0.25	47.50
Prep.	Preparation of analysis		12/2/2015	4.25	807.50
Tel. Call	D.M. Natirboff re case issues	190.00	12/2/2015	0.2	38.00
Tel. Call	T. Ashburn re easements	190.00	12/2/2015	0.2	38.00
Tel. Call	L. Ballard re arborist report	190.00	12/2/2015	0.25	47.50
Tel. Call	D.M. Natirboff re case issues		12/4/2015	0.25	47.50
Tel. Call	D.M. Natirboff re case issues		12/16/2015	0.5	95.00
Tel. Call	D.M. Natirboff re case issues		12/17/2015	0.2	38.00
FEDERAL TAX I 65-0857952	D	1	Total	L	on head is a second

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725 E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO

D.M. Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd., Suite 501
Jacksonville, Fl 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Site inspect.	Subject inspection with Intercoastal Builders (general contractor)	190.00	12/17/2015	2	380.00
Site inspect.	Comparables and area inspections	100.00	12/17/2015	ا م دا	005.00
Tel. Call	M. Reimer re cost estimate			3.5	665.00
Tel. Call	M. Reimer re cost estimate		1/5/2016	0.25	47.50
Tel. Call	D. Braceland re property use		1/8/2016	0.2	38.00
Review	Review Intercoastal Builders Cost		1/9/2016	0.25	
, to vict	estimates	190.00	1/12/2016	1.25	237.50
Tel. Call	D.M. Natirboff re case issues	190.00	1/12/2016	0.2	38.00
Tel. Call	D.M. Natirboff re case issues		1/13/2016	0.2	38.00
Prep.	Preparation of analysis		1/13/2016	0.2	380.00
Tel. Call	D.M. Natirboff re case issues		1/25/2016	0.25	
Tel. Call	D.M. Natirboff re case issues		1/27/2016	0.25	47.50
Tel. Call	Conference call re case issues		1/28/2016		38.00
Tel, Call	T. Braceland re case issues			0.2	38.00
Tel. Call	T. Ashburn re case Issues		4/11/2016	0.25	47.50
Tel. Call			4/11/2016	0.15	28.50
Tel. Call	D.M. Natirboff re case issues		4/11/2016	0.25	47.50
rei. Caii	T. Ashburn re case issues	190.00	4/12/2016	0.25	47.50
FEDERAL TAX IC				LL	
65-0857952		l	Total		

DATE	INVOICE NO.
4/14/2017	467

BILL TO

D.M. Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd., Suite 501
Jacksonville, Fl 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

		·			
ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D.M. Natirboff re case issues	190.00	4/12/2016	0.2	38.00
Prep.	Preparation of analysis		4/12/2016	3.25	617.50
Tel. Call	D.M. Natirboff re case issues		9/6/2016	0.2	38.00
Tel. Call	D.M. Natirboff re case issues		9/28/2016	0.25	47.50
Tel. Call	D.M. Natirboff re case issues		11/2/2016	0.1	19.00
Tel. Call	D.M. Natirboff re case issues		11/22/2016	0.75	142.50
Revise	Report revisions		11/22/2016	4.25	807.50
Tel. Cali	D.M. Natirboff re case issues		11/23/2016	0.25	47.50
Tel. Call	L. Ballard re tree appraisal		11/23/2016	0.25	47.50 47.50
Prep.	Preparation of analysis		11/23/2016	4.25	807.50
Ргер.	Preparation of analysis		11/25/2016		
Tel. Call	T. Ashburn re Remainder graphic		11/26/2016	4.5	855.00
Tel. Call	Tom Braceland re case issues	•	11/27/2016	0.25	47.50
Site inspect.	Subject site inspection			0.25	47.50
Tel. Call	D.M. Natirboff re case issues		11/27/2016	2.25	427.50
Tel. Call	T. Ashburn re planning analysis		11/28/2016	0.2	38.00
Prep.	Preparation of report analysis		11/28/2016	0.25	47.50
Tel. Call	Preparation of report analysis		11/28/2016	2.75	522.50
rei. Cali	D.M. Natirboff re case issues	190.00	11/29/2016	0.25	47.50
FEDERAL TAX	ID				***************************************
65-0857952			Total		

DATE	INVOICE NO.
4/14/2017	467

BILL TO

D.M. Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd., Suite 501
Jacksonville, FI 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

ITEM	DESCRIPTION	RATE (\$)	DATE	HRS	AMOUNT
Review	Review case management Order	190.00	11/29/2016	0.25	47.50
Tel. Call	T. Braceland re case issues	190.00	11/30/2016	0.25	47.50
Tel. Call	T. Braceland re case issues		12/6/2016	0.2	38.00
Tel. Call	D.M. Natirboff re case issues		12/6/2016	0.2	38.00
Prep.	Preparation of analysis		12/6/2016	1.75	332.50
Research	Data research		12/6/2016	0.5	95.00
Tel. Call	D.M. Natirboff re case issues		3/1/2017	0.2	38.00
Tel. Call	D.M. Natirboff re case issues	190.00	3/7/2017	0.25	47.50
Tel. Call	D.M. Natirboff re case issues	190.00	3/8/2017	0.25	47.50
Ргер.	Preparation of report update	190.00	3/8/2017	0.25	47.50
Review	Review Meismer report		3/20/2017	0.5	95.00
Revise	Report revisions		3/20/2017	2.5	475.00
Tel. Call	M. Reimer re costs		3/20/2017	0.2	38.00
Tel. Call	T. Ashburn re planning		3/20/2017	0.25	47.50
Tel. Call	D.M. Natirboff re case issues		3/20/2017	1.25	237.50
Tel. Call	D.M. Natirboff re case issues		4/4/2017	0.25	47.50
Prep.	Preparation of analysis		4/4/2017	2.5	475.00
Tel. Call	D.M. Natirboff re final report		4/4/2017	0.25	47.50
FEDERAL TAX IC		<u> </u>		l	Copin Control
65-0857952	+ 40%	j	Total		

Real Estate Litigation and Eminent Domain Counselors

American Valuation, Inc. 10124 Hatton Circle, Orlando, Florida 32832 Telephone (954) 349-9725

E-mail: grant.austin@americanvaluation.com

DATE	INVOICE NO.
4/14/2017	467

BILL TO

D.M. Natirboff, Esq.
The Law Office of D. Mark Natirboff, P.A.
12058 San Jose Blvd., Suite 501
Jacksonville, FI 32223-8668

SUBJECT PROPERTY

Deborah Day Braceland property 22631 Rockland Avenue Sorrento, Lake County, FL 32776

ITEM	DESCRIPTION	DATE (6)	Γ	i i	
		RATE (\$)	DATE	HRS	AMOUNT
Tel. Call	D.M. Natirboff re case issues	190.00	4/13/2017	0.25	47.50
FEDERAL TAX ID 65-0857952		Total	\$32,281.00		

Nexgen Land Planners, Inc.

PO Box 22622 Tampa, FL 33622 (813) 616-1601 reception@nglandplanners.com



INVOICE

BILL TO

D Mark Natirboff
The Law Office of D. Mark
Natirboff, PA
12058 San Jose Boulevard
Suite 501
Jacksonville, Florida
32223-8668

PROJECT NAME:

Day Braceland - Wekiva Pkwy

ACTIVITY	QTY	RATE	AMOUNT
TA\$150 Telephone conference with Mark Natirboff and Grant Austin regarding case background; receive and download appraisal reports from Mark Natirboff.	0:15	150.00	37.50
TA\$150 Review, analyze, and take notes on original and updated IRR appraisal report; research Lake County information on Wekiva Parkway; research Lake County Comprehensive Plan and Land Development Code; download pertinent documents to project file; coordinate site visit and meeting with Jamie Fierro; provide direction to Daniel Brown to create future land use, zoning, and aerial exhibits; research Lake County Property Appraiser records on subject property and download same to file.	3:45	150.00	562.50
DB\$115 Download the latest County GIS data to prepare the Future Land Use, Zoning and Aerial exhibits of the Subject Property.	0:30	115.00	57.50
DB\$115 Start to prepare new Future Land Use, Zoning and Aerial subject property exhibits per request of Tom Ashburn.	2:00	115.00	230.00
TA\$150 Analyze policies within Lake County Comprehensive Plan regarding development within the Mount Plymouth-Sorrento Community impacting the subject property; review future land use, zoning, and aerial exhibits and provide direction to Daniel Brown for changes; create copies of same for site visit/client meeting.	0:45	150.00	112.50
	TA\$150 Telephone conference with Mark Natirboff and Grant Austin regarding case background; receive and download appraisal reports from Mark Natirboff. TA\$150 Review, analyze, and take notes on original and updated IRR appraisal report; research Lake County information on Wekiva Parkway; research Lake County Comprehensive Plan and Land Development Code; download pertinent documents to project file; coordinate site visit and meeting with Jamie Fierro; provide direction to Daniel Brown to create future land use, zoning, and aerial exhibits; research Lake County Property Appraiser records on subject property and download same to file. DB\$115 Download the latest County GIS data to prepare the Future Land Use, Zoning and Aerial exhibits of the Subject Property. DB\$115 Start to prepare new Future Land Use, Zoning and Aerial subject property exhibits per request of Tom Ashburn. TA\$150 Analyze policies within Lake County Comprehensive Plan regarding development within the Mount Plymouth-Sorrento Community impacting the subject property; review future land use, zoning, and aerial exhibits and provide direction to Daniel Brown for changes; create copies of	TA\$150 Telephone conference with Mark Natirboff and Grant Austin regarding case background; receive and download appraisal reports from Mark Natirboff. TA\$150 Review, analyze, and take notes on original and updated IRR appraisal report; research Lake County information on Wekiva Parkway; research Lake County Comprehensive Plan and Land Development Code; download pertinent documents to project file; coordinate site visit and meeting with Jamie Fierro; provide direction to Daniel Brown to create future land use, zoning, and aerial exhibits; research Lake County Property Appraiser records on subject property and download same to file. DB\$115 Download the latest County GIS data to prepare the Future Land Use, Zoning and Aerial exhibits of the Subject Property. DB\$115 Start to prepare new Future Land Use, Zoning and Aerial subject property exhibits per request of Tom Ashburn. TA\$150 Analyze policies within Lake County Comprehensive Plan regarding development within the Mount Plymouth- Sorrento Community impacting the subject property; review future land use, zoning, and aerial exhibits and provide direction to Daniel Brown for changes; create copies of	TA\$150 Telephone conference with Mark Natirboff and Grant Austin regarding case background; receive and download appraisal reports from Mark Natirboff. TA\$150 Review, analyze, and take notes on original and updated IRR appraisal report; research Lake County information on Wekiva Parkway; research Lake County Comprehensive Plan and Land Development Code; download pertinent documents to project fille; coordinate site visit and meeting with Jamie Fierro; provide direction to Daniel Brown to create future land use, zoning, and aerial exhibits; research Lake County Property Appraiser records on subject property and download same to file. DB\$115 Download the latest County GIS data to prepare the Future Land Use, Zoning and Aerial exhibits of the Subject Property. DB\$115 Start to prepare new Future Land Use, Zoning and Aerial subject property exhibits per request of Tom Ashburn. TA\$150 Analyze policies within Lake County Comprehensive Plan regarding development within the Mount Plymouth- Sorrento Community impacting the subject property; review future land use, zoning, and aerial exhibits and provide direction to Daniel Brown for changes; create copies of

DATE	ACTIVITY	071/	DATE	****
10/13/2015	DB\$115	QTY	RATE	AMOUNT
	Continue to prepare new Future Land Use, Zoning and Aerial subject property exhibits per request of Tom Ashburn; transmit exhibits to Tom Ashburn for review; modify the Future Land Use exhibit per comments from Tom Ashburn; prepare a zoomed out Future Land Use graphic of the subject property per request of Tom Ashburn.	1:30	115.00	172.50
10/19/2015	TA\$150 Review and analyze research materials and maps to prepare for site visit/client meeting; assemble notebook for site visit/client meeting; research additional information on Wekiva Study Area and analyze potential impacts on the development of the subject property.	1:30	150.00	225.00
10/21/2015	TA\$150 Meeting with client and expert team; conduct site visit and tour of subject property.	3:00	150.00	450.00
10/22/2015	TA\$150 Research information related to nonconforming uses in Lake County Land Development Code; download pertinent files.	0:45	150.00	112.50
10/23/2015	TA\$150 Receive request for information on use of subject property for rehabilitative services from Grant Austin; research Lake County LDC definitions and regulations pertaining to temporary housing; research Florida Statutes regarding regulations pertaining to temporary rehabilitative housing; research information regarding same at Florida Department of Health website.	1:15	150.00	187.50
10/26/2015	DB\$115 Receive task from Tom Ashburn to review the Wekiva Parkway FDOT plans to determine the finished roadway height; start to prepare analysis.	0:30	115.00	57.50
10/27/2015	TA\$150 Telephone call with Grant Austin; review and plan research objectives for subject property; discuss needed graphic with Daniel Brown; contact Shari Rider with Mesimer and Associates, Inc., regarding Wekiva Parkway construction plans; prepare background of draft planning analysis.	1:45	150.00	262.50
10/28/2015	TA\$150 Draft background and analysis of Lake County Comprehensive Plan for draft planning analysis; research and analyze information relative the Lake County - Mount Dora Joint Planning Area; draft synopsis of the impacts of the Joint Planning Area on the development of the subject property; research and analyze the Economic Development Overlay District implications for the development of the subject property; analyze surrounding future land uses; research information on Agriculture zoning in Lake County Land Development Regulations and prepare discussion of same in draft planning analysis.	4:15	150.00	637.50

0.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/29/2015	TA\$150 Research information on home occupations and group homes in Lake County LDR and draft background for draft planning analysis.	0:30	150.00	75.00
10/30/2015	DB\$115 Start task to prepare After condition cross-section of the subject property showing the remaining site elevation and Wekiva Parkway improvements; review SR 453 (Wekiva Parkway) construction plans for the existing and proposed elevations; share and review findings with Tom Ashburn; start to prepare subject property boundary sketch from DRMP Right of Way Parcel Sketch in CAD; add Wekiva Parkway roadway information to the sketch from the SR 453 (Wekiva Parkway) construction plans; import the parcels surrounding the subject property from Lake County Property Appraiser data; start to digitize the existing contours from SR 453 (Wekiva Parkway) construction plans.	3:45	115.00	431.25
10/30/2015	TA\$150 Discuss findings on elevations of proposed roadway with Daniel Brown.	0:15	150.00	37.50
11/02/2015	TA\$150 Research permit history for subject property through Lake County records; work on description of subject property in Before condition.	1:00	150.00	150.00
11/02/2015	DB\$115 Continue to prepare After condition site plan with cross- section from S.R. 453 construction plans.	3:45	115.00	431.25
11/03/2015	TA\$150 Research information on historic future land use designation and right of way maintenance in vicinity of subject property; discussion with Daniel Brown regarding development of graphic of expressway travel lanes relative to the subject property; draft analysis of subject property in the Before condition for draft planning analysis; telephone call with Grant Austin; research surrounding property via Lake County GIS and transmit information to Grant Austin.	3:15	150.00	487.50
11/03/2015	DB\$115 Review with Tom Ashburn elevation analysis from the existing homes to the proposed S.R. 453 roadway; continue to prepare After condition site plan with cross-section from S.R. 453 construction plans; transmit After condition site plan with cross-section to Tom Ashburn.	3:30	115.00	402.50
11/04/2015	TA\$150 Review cross section exhibit depicting expressway elevation versus existing structures on subject property; discuss same and creation of additional exhibit with Daniel Brown; review new aerial cross section exhibit; organize exhibits; modify draft planning analysis to incorporate cross section exhibit; draft impacts of taking discussion and analysis for draft planning analysis; upload files and exhibits to Dropbox; share same with Grant Austin.	3:00	150.00	450.00

DATE	ACTIVITY	0714		
11/04/2015	DB\$115 Prepare a second exhibit of the After condition site plan and cross-section with aerial per request of Tom Ashburn.	QTY 0:30	115.00	57.50
11/05/2015	TA\$150 Telephone call from Grant Austin regarding comments received from property owner relative to the keeping of animals; research and analyze provisions of Lake County LDR relative to the keep of animals; report findings to Grant Austin; telephone call from Grant Austin regarding property history; research group home definitions in Lake County ordinances, State Statutes, and Florida Administrative Code; report findings to Grant Austin.	2:00	150.00	300.00
11/06/2015	TA\$150 Telephone call with Grant Austin regarding comments from client on Lake County rules pertaining to the keeping of horses; respond to property owner comments regarding potential nonconforming uses; analyze Comprehensive Plan provisions pertaining to nonconforming uses and draft analysis; transmit same to Grant Austin.	1:00	150.00	150.00
11/09/2015	TA\$150 Receive Date of Deposit information from Grant Austin; provide direction to Daniel Brown to revise exhibits based on Date of Deposit; provide direction to Daniel Brown to create Before condition and Before condition with Taking sketches; revise draft planning analysis based on Date of Deposit; research joint access easement for subject property and provide findings to Daniel Brown; modify discussion of exhibits in draft planning analysis; combine preliminary draft planning analysis and exhibits and transmit same to Grant Austin.	2:15	150.00	337.50
11/09/2015	DB\$115 Receive new task from Tom Ashburn to prepare Before and After condition subject property sketches; start to prepare new Before and After condition sketches; transmit sketches to Tom Ashburn; modify report exhibits per comments from Tom Ashburn.	2:45	115.00	316.25
11/23/2015	TA\$150 Telephone call with Grant Austin regarding distance of easement; research information on distance; calculate same.	1:00	150.00	150.00
11/25/2015	TA\$150 Telephone call with Grant Austin; provide direction to Daniel Brown to create exhibit relative to floodplain area impacting the subject property and easements.	0:15	150.00	37.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/27/2015	TA\$150 Telephone call with Grant Austin concerning sales of Regional Office designated property; search Lake County GIS and create sample of available data on sales in Regional Office category; transmit sample to Grant Austin; receive and review map exhibit on floodplains impacting the subject property from Daniel Brown; provide direction to Daniel Brown to provide area of subject property impacted by 100 year floodplain; transmit floodplain exhibit to Grant Austin; receive possible comparable sales locations from Grant Austin; confirm future land use designations and zoning of same; respond to Grant Austin.	1:15	150.00	187.50
11/27/2015	DB\$115 Prepare new FEMA map of the subject property; prepare area calculations of the 100 Year Flood Zone within the subject property per request of Tom Ashburn.	0:45	115.00	86.25
11/28/2015	TA\$150 Update draft planning analysis to reflect survey of property improvements; upload revised report to Dropbox.	1:00	150.00	150.00
11/30/2015	TA\$150 Review comments from Grant Austin on draft planning analysis; modify and edit draft planning analysis; transmit same to Grant Austin; provide direction to Daniel Brown on exhibit to analyze identified easements; research and save official records on easements relative to the subject property; transmit same to Daniel Brown for mapping; transmit deeds and recalculation of distance to Swan from the subject property to Grant Austin; receive CFX plan sets from Mark Natirboff; identify and review pertinent plan sheets of same; discuss plan sets with Daniel Brown; review sketch of easements and discuss same with Daniel Brown; transmit sketch of easements and relevant easements to Grant Austin.	3:30	150.00	525.00
11/30/2015	DB\$115 Receive direction from Tom Ashburn to research the location of deeds provided by Grant Austin; prepare location map of deeds located; review with Tom Ashburn deed research and location map; receive new task from Tom Ashburn to review plans related to the S.R. 493 roadway improvements and any information related the existing and proposed elevations related to the subject property; start to review documents.	3:15	115.00	373.75
12/01/2015	TA\$150 Telephone call with Grant Austin; discuss easement graphic and comments received from Grant Austin with Daniel Brown; research additional easement and transmit same to Daniel Brown; discuss easement with Daniel Brown; respond to questions from Grant Austin; review and analyze issue of possible inclusion of roadway access property under joint ownership as part of Freygang tract; report findings to Grant Austin.	0:45	150.00	112.50

ā

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/02/2015	TA\$150 Telephone call with Grant Austin on easements; review easement language; discuss additional easements' impact on easement exhibit with Daniel Brown; respond to Grant Austin; discuss potential additional photo exhibit with Daniel Brown; analyze photo exhibit potential and provide summary of conclusions to Grant Austin.	1:15	150.00	187.50
12/02/2015	DB\$115 Review with Tom Ashburn Deeds pertaining to the subject property; review with Tom Ashburn the construction documents received from Mark Natirboff.	0:15	115.00	28.75
12/03/2015	TA\$150 Review data from Grant Austin and provide comments on same.	1:15	150.00	187.50
12/17/2015	TA\$150 Review, relabel, and reorganize file materials.	0:15	150.00	37.50
04/11/2016	TA\$150 Telephone call with Grant Austin to review comments on draft report from client organize file materials.	0:15	150.00	37.50
04/12/2016	TA\$150 Telephone call with Grant Austin; provide direction to Daniel Brown to measure easement frontage; review zoning and future land use information and correct typographical error in draft planning analysis; add measurement information to draft planning analysis; transmit updated draft planning analysis to Mark Natirboff.	1:30	150.00	225.00
04/12/2016	DB\$115 Receive direction from Tom Ashburn to prepare easement frontage measurements for the subject property; prepare the same and transmit graphic to Tom Ashburn.	0:30	115.00	57.50
04/13/2016	TA\$150 Telephone call from Jamie Fierro of Mark Natirboff's office regarding description of property improvements within draft planning analysis; update same; transmit draft report to Mark Natirboff.	0:15	150.00	37.50
09/08/2016	DB\$115 Receive direction from Tom Ashburn to overlay proposed roadway plans onto After condition site plans sketch; transmit the same to Tom Ashburn; discussion with Tom Ashburn regarding proposed roadway overlay.	0:30	115.00	57.50
11/23/2016	TA\$150 Contact from Grant Austin regarding additional analysis of After condition; review and analyze documents; telephone call to Grant Austin (left message).	0:30	150.00	75.00
1/25/2016	TA\$150 Receive and review second draft appraisal from Grant Austin; draft comments and forward same to Grant Austin regarding highest and best use from a planning perspective in the After condition.	1:00	150.00	150.00
11/26/2016	TA\$150 Telephone call with Grant Austin; provide direction to Daniel Brown to prepare additional graphic; locate previously produced graphic and transmit to Grant Austin.	0:30	150.00	75.00

DATE	ACTIVITY	QTY	RATE	AMOUNT :	
11/28/2016	TA\$150 Revise and update draft planning analysis; review, analyze, and discuss elevations expressway improvements relative to subject property with Dan Brown; provide direction to Dan Brown regarding creation of cross-section exhibit; telephone call from Grant Austin; locate and analyze nonconforming use regulations for Lake County and their impact on the subject property.	3:00	150.00	450.00	
11/28/2016	DB\$115 Review, analyze, and discuss elevations expressway improvements relative to subject property with Tom Ashburn; receive direction from Tom Ashburn regarding creation of cross-section exhibit; start to prepare the same.	2:15	115.00	258.75	
11/29/2016	TA\$150 Discuss situation with toll plaza with Daniel Brown; contact Jamie Fierro of Mark Natirboff's office regarding most recent construction plan documents; receive latest construction plan documents.	0:30	150.00	75.00	
11/29/2016	DB\$115 Continue to prepare creation of cross-section exhibits; discuss situation with toll plaza with Tom Ashburn; review latest construction plan documents from Mark Natirboff's office.	2:30	115.00	287.50	
11/30/2016	TA\$150 Research additional possible comparative sales for zoning and future land use designations; report findings to Grant Austin on sales research.	3:00	150.00	450.00	
12/01/2016	TA\$150 Review and analyze gantry adjacent to subject property and report findings to Grant Austin.	0:30	150.00	75.00	
12/05/2016	TA\$150 Contact Reggie Mesimer regarding engineering analysis for subject property; contact Dan Brown regarding status of updated graphics; review and edit draft planning analysis; discuss changes to exhibits with Dan Brown; merge documents and transmit to Grant Austin.	2:30	150.00	375.00	
12/05/2016	DB\$115 Continue to update report graphics; discuss changes to exhibits with Tom Ashburn; modify the same and transmit report exhibits to Tom Ashburn.	2:30	115.00	287.50	
12/06/2016	TA\$150 Research planning and zoning information on possible sale property for Grant Austin.	0:30	150.00	75.00	
03/01/2017	TA\$150 Review draft planning analysis and exhibits; transmit same to Jamie Fierro of Mark Natirboff's office; transmit separate PDF documents of selected exhibits to Jamie Fierro.	0:30	150.00	75.00	
03/20/2017	DB\$115 Receive direction from Tom Ashburn to review Mesimer drawings for possible inconsistencies with planning analysis exhibits; analyze the same; discuss same with Tom Ashburn.	0:30	115.00	57.50	

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/20/2017	TA\$150 Review and analyze Mesimer engineering report; provide direction to Daniel Brown to review Mesimer drawings for possible inconsistencies with planning analysis exhibits; discuss same with Daniel Brown; compose and transmit editorial comments to Mark Natirboff; telephone calls with Mark Natirboff and Grant Austin; transmit final draft report and exhibits to Grant Austin and Mark Natirboff.	2:30	150.00	375.00
03/21/2017	TA\$150 Receive, review, and file updated FDOT appraisal report from Mark Natirboff's office.	1:00	150.00	150.00
04/24/2017	TA\$150 Telephone conversation regarding uses on subject property with Mark Natirboff.	0:15	150.00	37.50
04/28/2017	DB\$115 Receive direction from Tom Ashburn for research regarding current planned or approved development projects in vicinity of the subject property;	0:30	115.00	57.50
04/28/2017	TA\$150 Discuss status of the case with Grant Austin; provide direction to Daniel Brown for research regarding current planned or approved development projects in vicinity of the subject property; review Integra appraisal report for CSX; create template for comparable sales analysis; begin research of comparable sales.	3:30	150.00	525.00
05/01/2017	DB\$115 Discussion with Tom Ashburn regarding exhibits and comparable sales; receive and review CFX Integra appraisal from Tom Ashburn; start to prepare Future Land Use, Zoning and Aerial Grant Austin comparable sale graphics; transmit the same to Tom Ashburn; locate all the CFX Integra appraisal comparable sales and prepare individual GIS files; start to locate all the Carpenter sales and prepare individual GIS files.	8:15	115.00	948.75
05/01/2017	Discussion with Grant Austin and Daniel Brown regarding exhibits and comparable sales; complete research and development of table of improved comparable sales from CFX Integra appraisal; create template for analysis of CFX Integra comparable land sales; research, compile, and analyze data relative to CFX Integra comparable land sales; review and analyze CFX request for production and interrogatories; beginning list of trial exhibits; telephone call to Mark Natirboff (left message); telephone calls with Grant Austin and Mark Natirboff; discuss comparable sales analysis with Daniel Brown; research, compile, and analyze data for Austin Improved Comparable Sales; start table of same.	7:00	150.00	1,050.00
05/02/2017	DB\$115 Continue to map Austin appraisal report comparable sales and verify parcel size; map all CFX comparable sales; transmit Austin Grant and CFX comparable sales to Tom Ashburn; telephone call with Tom Ashburn; prepare street view photos of the same comparable sales.	7:30	115.00	862.50

4 1

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/02/2017	TA\$150 Research and analyze Austin appraisal report comparable sales and create tables of findings; telephone calls with Grant Austin and Danlel Brown; create template and begin written analysis of comparable sales comparison to subject property from a planning perspective; begin analysis and start additional research of Pinel & Carpenter study properties.	7:00	150.00	1,050.00
05/03/2017	DB\$115 Continue to prepare Austin comparable rural residential sales Future Land Use, Zoning and Aerial graphics; receive direction from Tom Ashburn to research potential wetland areas and prepare calculations of unusable land areas for Carpenter control property 1-1 and 1-2; analyze USGS maps and historical aerials; prepare unusable land area calculations from the same; transmit the same to Tom Ashburn.	7:15	115.00	833.75
05/03/2017	TA\$150 Telephone calls with Grant Austin; research, review, and analyze properties cited in Pinel Carpenter study per request of Grant Austin; research and analyze situation of Bock House per request of Grant Austin; create table of analysis of Pinel Carpenter properties; draft response to relevant interrogatories; telephone call from Grant Austin and Mark Natirboff; research information on Bock property per request of Grant Austin; revise and edit comparable sales tables.	7:30	150.00	1,125.00
05/04/2017	DB\$115 Prepare CFX comparable sales Future Land Use, Zoning and Aerial graphics; transmit the same to Tom Ashburn.	6:00	115.00	690.00
05/04/2017	TA\$150 Telephone calls with Grant Austin and Dan Brown regarding status of work; research current planning activities in Lake County; create supplemental report; refine rebuttal report; review exhibits and provide direction for changes to Dan Brown; organize exhibits and combine same into one PDF; create supplemental report package and rebuttal report package and transmit same to Mark Natirboff.	7:00	150.00	1,050.00
05/05/2017	DB\$115 Receive exhibit changes from Tom Ashburn; modify the same; verify wetland areas on the Carpenter sales.	1:15	115.00	143.75

O5/05/2017 TA\$150 Analyze Lake County regulations pertaining to agriculture uses and the keeping of animals; telephone call with Grant Austin; revised and edit rebuttal report; reorganize and reassemble comparable allows experiment and substin; revised and edit rebuttal report; reorganize and reassemble comparable sales exhibit flies; telephone call with Grant Austin; combine Pinel Carpenter data into single table of all properties and begin analysis rebuttal report on Pinel Carpenter properties; research and create draft aerials of all Adjacency Study properties; analyze data; direct Dan Brown to analyze wetlands on properties; complete table and draft summary; forward summary, table, and aerials to Grant Austin; begin analysis of Austin comparable sales tables. O5/06/2017 TA\$150 Telephone call with Grant Austin; review and comment on appraisal draft; complete analysis of adjacency tables. O5/07/2017 TA\$150 Telephone call with Grant Austin; locate and transmit data on rural land sales per request of Grant Austin. O5/08/2017 TA\$150 Telephone call with Grant Austin relative to changes to comparable sales; edit rebuttal analysis and modify exhibits; provide direction to Daniel Brown to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; create new combined PDF of rebuttal analysis and exhibits; prepare the same and transmit to Tom Ashburn.					
Analyze Lake County regulations pertaining to agriculture uses and the keeping of animals; telephone call with Grant Austin; create table of American Valuation comparable land sales with additional information per request of Grant Austin; revised and edit rebuttal report; reorganize and reassemble comparable sales exhibit files; telephone call with Grant Austin; combine Pinel Carpenter data into single table of all properties and begin analysis rebuttal report on Pinel Carpenter properties; research and create draft aerials of all Adjacency Study properties; analyze data; direct Dan Brown to analyze wetlands on properties; complete table and draft summary; forward summary, table, and aerials to Grant Austin; begin analysis of Austin comparable sales tables. 05/06/2017 TA\$150 Telephone calls with Grant Austin; review and comment on appraisal draft; complete analysis of adjacency tables. 05/07/2017 TA\$150 Telephone call with Grant Austin; locate and transmit data on rural land sales per request of Grant Austin. 05/08/2017 TA\$150 Telephone call with Grant Austin relative to changes to comparable sales; edit rebuttal analysis and modify exhibits; provide direction to Daniel Brown to revise and edit PDFs and create new combined PDF of supplemental analysis; transmit new rebuttal and analysis and exhibits; propare the same and transmit to Tom	DATE	ACTIVITY	QTY	RATE	AMOUNT
Telephone calls with Grant Austin; review and comment on appraisal draft; complete analysis of adjacency tables. O5/07/2017 TA\$150 Telephone call with Grant Austin; locate and transmit data on rural land sales per request of Grant Austin. TA\$150 Telephone call with Grant Austin relative to changes to comparable sales; edit rebuttal analysis and modify exhibits; provide direction to Daniel Brown to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; create new combined PDF of supplemental analysis; transmit new rebuttal and supplemental analyses to Mark Natirboff; telephone calls with Mark Natirboff and Grant Austin. O5/08/2017 DB\$115 Receive direction from Tom Ashburn to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; prepare the same and transmit to Tom	05/05/2017	Analyze Lake County regulations pertaining to agriculture uses and the keeping of animals; telephone call with Grant Austin; create table of American Valuation comparable land sales with additional information per request of Grant Austin; revised and edit rebuttal report; reorganize and reassemble comparable sales exhibit files; telephone call with Grant Austin; combine Plnel Carpenter data into single table of all properties and begin analysis rebuttal report on Pinel Carpenter properties; research and create draft aerials of all Adjacency Study properties; analyze data; direct Dan Brown to analyze wetlands on properties; complete table and draft summary; forward summary, table, and aerials to Grant Austin; begin analysis of Austin	8:45	150.00	1,312.50
Telephone call with Grant Austin; locate and transmit data on rural land sales per request of Grant Austin. TA\$150 Telephone call with Grant Austin relative to changes to comparable sales; edit rebuttal analysis and modify exhibits; provide direction to Daniel Brown to revise and edit PDFs and create new combined PDF of supplemental analysis; transmit new rebuttal and supplemental analyses to Mark Natirboff; telephone calls with Mark Natirboff and Grant Austin. D5/08/2017 D8\$115 Receive direction from Tom Ashburn to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; prepare the same and transmit to Tom	05/06/2017	Telephone calls with Grant Austin; review and comment on	3:00	150.00	450.00
Telephone call with Grant Austin relative to changes to comparable sales; edit rebuttal analysis and modify exhibits; provide direction to Daniel Brown to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; create new combined PDF of supplemental analysis; transmit new rebuttal and supplemental analyses to Mark Natirboff; telephone calls with Mark Natirboff and Grant Austin. 05/08/2017 DB\$115 Receive direction from Tom Ashburn to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; prepare the same and transmit to Tom	05/07/2017	Telephone call with Grant Austin; locate and transmit data	0:15	150.00	37.50
05/08/2017 DB\$115 Receive direction from Tom Ashburn to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; prepare the same and transmit to Tom		Telephone call with Grant Austin relative to changes to comparable sales; edit rebuttal analysis and modify exhibits; provide direction to Daniel Brown to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; create new combined PDF of supplemental analysis; transmit new rebuttal and supplemental analyses to Mark Natirboff; telephone calls	1:45	150.00	262.50
	05/08/2017	DB\$115 Receive direction from Tom Ashburn to revise and edit PDFs and create new combined PDF of rebuttal analysis and exhibits; prepare the same and transmit to Tom	0:15	115.00	28.75

BALANCE DUE

\$22,966.25



May 09, 2017

Mr. D. Mark Natirboff, Esq. The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd. Suite 501 Jacksonville,, FL 32223

In Reference To:

Deborah (Freygang) Day Braceland Wekiva Parkway - Section 429-206 Parcel No.: 312 - Fee Acquisition

22631 Rockland Avenue Sorrento, Florida 32776

County: Lake

Invoice #

15110.018

	Professional Services Rendered:		
		<u>Hours</u>	Amount
	James D. Patterson		
	Review cross-sections	0.50	\$87.50
3/20/2017	Research Wekiva Parkway overhead toll gantry information; revise future condition drawing regarding toll gantries and toll site plan; revise report; conference with Mr. Natirboff	5.50	\$962.50
3/21/2017	Review Integra Realty Resources updated appraisal report, dated September 10, 2015, provided on day of exchange; prepare exhibit depicting the taking, both toll gantries; and the toll site plan for other experts	3.25	\$568.75
	Subtotal;	9.25	\$1,618.75
	Jason M. Spencer		

4.25

\$510.00

Continued on next page

experts, client and Mr. Natirboff at site; take site photographs

10/21/2015 Assist Mr. Mesimer with preparation for conference with other

Consulting Engineers— and Planners— 4738 CENTRAL AVENUE • ST. PETERSBURG, FLORIDA 33711 (727) 894-8589 • FAX (727) 898-4937

Mr. D. Mark Natirboff, Esq.

Page 2

64 2		Hours	Amount
11/17/2015	Prepare exhibit as requested by Ms. Ballard of Mr. Samnik's office	2.25	\$270.00
3/15/2017 3/16/2017	Revise drawings and cost estimate per Mr. Mesimer's instructions Revise drawings per Mr. Mesimer's instructions; prepare cost estimates	4.50 4.00	\$540.00 \$480.00
	Subtotal:	15.00	\$1,800.00
	John F. Ellinger		
1/28/2016	Conference with other experts to review and discuss case issues; review planning report prepared by Mr. Ashburn; revise drawings	3.50	\$420.00
	Drafting of future roadways; prepare drawing of future property as if uncured	7.00	\$840.00
12/8/2016	Review legal descriptions for size and closure; prepare cost estimates; prepare report; revise drawings per Mr. Mesimer's instructions	8.00	\$960.00
12/9/2016	Review potential drainage impacts review cross-section for road elevations near residence	2.25	\$270.00
12/12/2016	Prepare report and analysis	3.50	\$420.00
12/13/2016	Prepare report and analysis; research Lake County LDC; research FEMA maps; research wetlands	2.00	\$240.00
5/3/2017	Conference with Mr. Natirboff to discuss supplemental report and traffic count tables; review emails received from his office	1.50	\$180.00
5/4/2017	Prepare exhibits for use in supplemental report	4.50	\$540.00
	Prepare exhibits for use in supplemental report; calculate distances of comparable properties from subject property; research Lake County, Orange County and FDOT traffic count databases	8.00	\$960.00
5/6/2017	Prepare exhibits for use in supplemental report; calculate distances of comparable properties from subject property	4.00	\$480.00
5/8/2017	Revise exhibits per Mr. Mesimer's instructions; conference with Mr. Natirboff; forward exhibits to him	3.75	\$450.00
	Subtotal:	48.00	\$5,760.00

Mr. D. Mark Natirboff, Esq.

Page 3

<i>O</i> * -		<u>Hour</u>	s Amount
	Reginald Mesimer, P.E.		
10/20/2015	Review plans; prepare for conference with client and other experts at property	2.25	\$506.25
10/21/2015	Prepare for and participate in conference with other experts, client and Mr. Natirboff at site	4.25	\$956.25
11/17/2015 1/28/2016	Coordinate preparation of exhibit for Mrs. Ballard's field review Conference with other experts to review and discuss case issues;	1.00 2.25	
12/7/2016	review planning report prepared by Mr. Ashburn; prepare report Coordinate preparation of site drawing showing future roadways;	2.25	\$506.25
12/9/2016	prepare report Coordinate drafting of future property and roadways; prepare report	2.25	\$506.25
12/12/2016	Prepare report and analysis; coordinate preparation of site drawings	1.50	\$337.50
3/15/2017	Prepare report and analysis; coordinate preparation of exhibits Coordinate revisions to drawings; prepare analysis and report;	1.25 5.50	
3/16/2017	conference with Mr. Natirboff to discuss our findings Prepare report and cost estimates	4.00	\$900.00
3/20/2017	Coordinate revisions to future condition drawing regarding toll gantries and toll site plan	1.00	\$225.00
5/3/2017	Coordinate research needed to provide supplemental report and traffic count tables	1.00	\$225.00
	Prepare comparable properties exhibits for use in supplemental report	2.50	\$562.50
	Coordinate preparation of exhibits for use in supplemental report; calculate distances of roadways from properties and determine traffic volumes	3.50	\$787.50
5/6/2017	Coordinate preparation of supplemental report and exhibit	2.50	\$562.50
5/8/2017	Coordinate revisions to exhibit; conference with Mr. Natirboff	1.50	
i	Subtotal:	38.50	\$8,662.50
,	Total Professional Services:	110.75	\$17,841.25

		<u>Amount</u>
		\$94.50
		\$94.50
<u>Hours</u>	Rate	Amount
9.25	\$175.00	\$1,618.75
15.00	\$120.00	\$1,800.00
48.00	\$120.00	\$5,760.00
38.50	\$225.00	\$8,662.50
	9.25 15.00 48.00	9.25 \$175.00 15.00 \$120.00 48.00 \$120.00

AMOUNT DUE THIS INVOICE:

\$17,935.75

Intracoastal Builders Corporation

General Contracting Construction Consulting
Office: 1020 Theodore Ave, Jacksonville Beach, FL 32250
904.509.1345 • Fax: 904.513.9204
Florida: CGC062894 • CPC1457185
Georgia: GCLT-QA000090
FEIN 59-3703808

Mark Natirboff, Esq The Law Office of D. Mark Natirboff, P.A. 12058 San Jose Blvd., Suite 501 Jacksonville, Florida 32223

Page 1 IBC Invoice No.: 15052-1

Monday, May 15, 2017

Contract No.:

FIN No.:

State Road (or Case Name):

SR 453, Wekiva Parkway, Lake Co

Parcels

Parcel 312 -

Date services performed

Work Completed Through 5/15/2017

Principal; 32 hours at 120 per hour
Subtotal:
Subcontractor (letter of authorization and invoice attached)
Expenses (original receipts attached)

* Travel

* Reimbursables

Total

= \$7,040.00

= \$3,840.00

= \$3,840.00

- \$3,200.00

\$0.00

Signed

President

I attest (certify) to the truth and correctness of the time and expenditures.

5/16/2017

15052-1

Intracoastal Builders Corporation

General Contracting Construction Consulting
Office: 1020 Theodore Ave, Jacksonville Beach, FL 32250
904.509.1345 • Fax: 904.513.9204
Florida: CGC062894 • CPC1457185

Georgia: GCLT-QA000090 FEIN 59-3703808

Page 2

IBC Invoice No.: 15052-1

Parcel No		27.2 2 3 3
	Amount This Invoice	Total Invoiced Amount
312	\$3,840.00	\$3,840.00
Contract Amount	\$0.00	
Supplimental Amount(s)	\$0.00	
	\$0.00	
Previous Invoice(s)	\$0.00	
Balance on Contract	\$0.00	
Current Invoice	\$7,040.00	
Remaining Balance	(\$7,040.00)	

Intracoastal Builders Corporation

General Contracting Construction Consulting
Office: 1020 Theodore Ave, Jacksonville Beach, FL 32250
904.509.1345 • Fax: 904.513.9204
Florida: CGC062894 • CPC1457185
Georgia: GCLT-QA000090
FEIN 59-3703808

Page 3 IBC Invoice No.: 15052-1

Parcel:	Parce	1 312 -
Principal		
Date:	Hours	Description
11/10/2015	2.00	Principal - Review appraisal reports and documents provided by Grant Austin.
12/16/2015	2.00	Principal - Review survey documents and prepare for site inspection.
12/17/2015	8.00	Principal - Site inspection and data assembly.
1/7/2016	8.00	Principal - Perform quantity takeoffs for taking and RCN estimates
1/8/2016	4.00	Principal - Complete quantity takeoffs for taking and replacement cost new estimates
1/11/2016	4.00	Principal - Finalize and complete estimates
1/12/2016	1.00	Principal - Issue estimates
5/4/2017	3.00	Principal - Respond to Request for Interrogatories and provide a copy of the project files
Subtotal	32.00	@ \$120.00 = \$3,840.00
Parcel Total	\$3,840	.00

Steven L. Anderson, Jr., PSM, PLS Charles M. Arnett, PSM Russell G. Daly, PSM, PLS Michael L. Dougherty, PSM Bruce C. Ducker, PSM James M. Dunn, II, PSM Thomas F. Ferguson, PSM Ronnie A. Figueroa, PSM, GISP Tate B. Flowers, PLS Robert W. Gardner, PSM Brian R. Garvey, PE Daniel J. Henry, PSM, PLS Mathew G. Jennings, RLS Gary B. Krick, PSM Brad J. Lashley, PSM, PLS Myron F. Lucas, PSM James E. Mazurak, PSM



Southeastern Surveying and Mapping Corporation Serving the Southeast Since1972 www.southeasternsurveying.com info@southeasternsurveying.com

INVOICE

Thomas K. Mead, PSM, PLS Thomas K. Mead, PSM, PL Timothy O. Mosby, PSM James L. Petersen, PSM William C. Rowe, PSM Tony G. Syfrett, PSM, PLS John S. Thomas, PSM Edward W. Wackerman, PLS (FL) Kirk R. Hall, EJ Brad A. Stroppel, EI, GISP Catherine E. Galgano, GISP Cheryl A. Isenberg, GISP Chery A., Isenberg, GISP Patrick J. Phillips, GISP Thomas P. Young, Jr., SIT, GISP Donna L. Canney, CST IV Frank B. Kenry, CST IV David M. Rentfrow, CST IV Steven D. Smith, CST IV

Land Surveying & Mapping Services - Sub-Surface Utility Designation & Location Services - GPS Asset Inventories - Geographic Information Systems

Mr. Matt Reimer

Intracoastal Builders, Inc. 1020 Theodore Avenue

Jacksonville, FL 32250

Invoice #: 119444

Invoice Date: 12/17/15

Delinquent After: 01/16/16

Invoice Total: \$3200.00

WO #: 95933 Job #: 59928

PLEASE INCLUDE INVOICE NUMBER 119444 AND REMIT TO ORLANDO OFFICE

Verbal Quote

Ordered By: --

Mark Natirboff --

Phone:

904\509-1345

P.O. No.:

Reference No.:

Project Name:

Wekiva Parkway Parcel 312

Project Description: A part of Section 35, Township 19 South, Range 27 East, Lake County, Florida.

Address:

22631 Rockland Avenue

Desc. of Services: 2-D Topo for appraisal purposes; location of all improvements.

DESCRIPTION	CONTRACT AMT	% COMP.	TOTAL AMT EARNED	PREVIOUS AMT DUE	CURRENT AMT DUE
Surveying Services	3,200.00	100.0	3,200.00	0.00	3,200.00
Total:	3,200.00	100.0	3,200.00	0.00	3,200.00
Total Contract Amount	3,200.00		Paid to Date	0.00	3
Less Previous Invoice Amounts	0.00				
Less This Invoice	3,200.00				
Balance Remaining	0.00				



INVOICE

1499 19th Street

Palm Harbor, Florida 34683

Office: (727) 786-8128

 ${\bf Email: JoeSamnik@ExpertTreeConsultants.com}$

DATE:

April 20, 2017

INVOICE NUMBER:

ED-3349

Federal I.D. #35-2236160

Bill To:

Reference:

The Law Office of Mark Natirboff, P.A.

√ W-9 attached

c/o Mark Natirboff

DAY BRACELAND

12058 San Jose Blvd., Suite 501 Jacksonville, Florida 32223

DATE	DESCRIPTION	HOURS	HOURLY RATE	TOTAL
11/18/2015	Inventory trees in the Area of Take by name, size, condition rating and other notes.			
	Principle Arborist	8.00	\$150.00	\$1,200.00
	Certified Arborist	8.00	\$125.00	\$1,000.00
11/20/2015	Analysis and entry of field data.	2.25	\$150.00	\$337.50
1/11/2016	Begin to comparably price the trees in the Area of Take.	6.00	\$150.00	\$900.00
1/12/2016	Complete comparable pricing of the plant material in the Area of Take	3.00	\$150.00	\$450.00
1/15/2016	Data validation and report prerparation.	5.50	\$150.00	\$825.00
11-11-50-30-	TOTAL			\$4,712.50

Please include invoice number on check

THANKS FOR MAKING US A PART OF YOUR SUPPORT TEAM!

CONSENT AGENDA ITEM

#24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

finda Sol

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: June 29, 2017

RE: Central Florida Expressway Authority v. Anthony Randall Carter, et al.

Project 429-204, Case No.2015-CA-006557-O, Parcel 253

Owner: Aran Glenn Carter

Address: 3239 Ondich Road, Apopka, Florida

(North side of Ondich about 1400 feet west of Plymouth Sorrento)

BACKGROUND

The parties mediated on June 14, 2017, and continued settlement discussions after the mediation. After extensive communications, the parties reached an all-inclusive settlement in the amount of \$933,898.50, consisting of \$770,000 for the land, \$84,000 for statutory attorney's fees, \$69,898.50 for expert fees, and an additional \$10,000 to bridge the gap. Previously, the Right of Way Committee and Board approved an offer of judgment in the amount of \$695,075, excluding attorney's fees, expert fees, and costs, but the offer of judgment was not accepted.

DESCRIPTION

Parcel 253 is a fee simple partial taking consisting of 7.959 acres. The parent tract is 10.546 acres and the remainder property is 2.587 acres. The property is located at 3239 Ondich Road in Apopka, Orange County, Florida. As of the date of taking, the property was improved with a three bedroom, two bath single family residence containing 1,926 square feet of living area that was built in 2006. Additional improvements included a 1,404 square foot manufactured home containing 3 bedrooms and 3 bathrooms built in 1987, several animal pens and a shed structure for RV storage. The property is zoned A-1, Citrus Rural District by Orange County.

CFX'S ESTIMATE OF VALUE

Chad Durrance of Durrance and Associates appraised the property for CFX. He opined the highest and best use of the property is for continued residential use. He used seven (7) comparable land sales with prices ranging from \$24,200 per acre to \$29,300 per acre to arrive at an estimate of the land value of the subject land of \$27,500 per acre and a value of \$218,900 for the land taken.

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



Parcel 253 (Aran Glenn Carter) June 19, 2017 Page 2 of 4

Mr. Durrance used five (5) improved single family home sales with prices ranging from \$96 to \$134 per square foot to arrive at an estimate of value of the subject single family residence of \$116.82 per square foot or \$225,000. The entire single family residence was acquired.

Mr. Durrance used five (5) improved manufactured home sales to determine the value of the manufactured home and its associated improvements with prices ranging from \$17 to \$32 per square foot to arrive at an estimate of value for the manufactured home and associated improvements of \$17.81 per square foot or \$25,000.

In the after condition, the manufactured home is within 23 feet of the new right-of-way line for the Wekiva Parkway, which has significantly changed the character of the neighborhood in the after condition. Mr. Durrance estimated severance damages at \$95,100 as a result of the proximity of the Wekiva Parkway and the change in character of the neighborhood. Accordingly, Mr. Durrance's total estimate of value for Parcel 253 is \$539,000 (\$218,900 land; \$225,000 residence; \$95,100 damages).

OWNER'S ESTIMATE OF VALUE

The Uniform Relocation Act provides assistance to eligible owners for moving expenses and for replacement housing (if a purchase additive is established), but the Act does not compensate an owner for moving an entire house onto the remainder property. In this case, Mr. Carter moved his entire home from the part taken to the 2.5-acre remainder at a cost of \$167,000. He provided CFX with his receipts, copies of which are attached. Mr. and Mrs. Carter did not appear to understand the difference between compensable moving expenses and the cost of moving and reestablishing the entire home to the remainder. In order to obtain a move permit for the house, the Carters stated that they were required by Orange County to remove or demolish the existing manufactured home on the remainder due to zoning restrictions.

In terms of the estimates of value, the owners retained Rick Dreggors, GAA, to appraise the property. Both appraisers found that the remainder tract had nominal value. Mr. Durrance valued the remainder at \$1,000 while Mr. Dreggors valued the remainder at \$5,000. Both appraisers valued the single family home in the \$200,000s with a difference of \$40,000. The appraisers differed in their opinion of the value of the land. Mr. Dreggors valued the land at \$65,000 per acre using comparable sales from 2006 or outside of the market area, while Mr. Durrance valued the land at \$27,500 per acre relying upon comparable sales in the market area. In addition to compensation for the land, Mr. Carter wanted additional compensation associated with the cost of the move and categorized the moving expenses as a cost to cure. The opinions of the appraisers and Mr. Carter are summarized in the table below.

	CFX	Owner's	Mr. Carter's
		Appraisal	Demand
Land Value (per acre)	\$27,500	\$65,000	
Value of Part Taken	\$218,900	\$517,300	\$517,300
(7.959 acres)			
Improvements	\$225,000	\$264,200	192,000
Severance Damages	\$95,100	\$163,500	265,000
(2.587-acre remainder)			
Total Estimate of Value	\$539,000	\$945,000	\$974,335

In addition to compensation for the property, counsel for the property owners are entitled to statutory attorney's fees and reasonable expert fees and costs for the defense of the eminent domain case. The owner's attorney provided invoices from his experts totaling \$80,398.75, copies of which are attached and summarized in the next section below.

ANALYSIS

After heated and lengthy discussions, this case can be resolved for the sum of \$770,000 for the land, \$69,898.50 for expert fees, \$84,000¹ for statutory attorney's fees, and an additional \$10,000 to resolve the case, for a total all-inclusive settlement in the amount of \$933,898.50.

Unfortunately, Mr. and Mrs. Carter did not qualify for relocation benefits and paid to move the house out of their own pockets, essentially using the money they received from the deposit. Had they moved into a replacement dwelling, rather than moved their entire house onto the remainder, relocation benefits would have been available. They claimed they could not find a replacement dwelling that was comparable to what they had in the before and they did not want to move into a house that was in a more urban area and a house that was not adjacent to Mr. Carter's brother. The owners are well spoken, very bright, and are not afraid to vocalize their opinions and feelings about having their property taken. Considering all the factors and the unique circumstances of the property owners, the proposed settlement is a compromise by both sides.

For the purpose of settlement, counsel for Mr. Carter agreed to reduce his expert fees by almost \$11,000 as listed in the table below. At this point in the case, the expert fees are lower than they would have been had the case been resolved after the discovery cutoff date or after a trial. In addition, an early settlement reduces CFX's internal costs for its own experts and attorneys. To date, CFX paid \$50,597.50 for its experts, excluding the cost of the review appraiser.

¹ Statutory attorney's fees are based upon a monetary benefit of \$256,000 (representing the difference between \$770,000 and the first offer of \$514,000) multiplied by 33% for the first \$250,000 (\$82,500) plus 25% for the remaining \$6,000 (\$1,500).

	Invoiced	Proposed
	Amount	Resolution
Ovation	\$ 1,950.00	\$,,1,950.00
Dreggors	29,850.00	25,372.50
Lakemont Group	6,230.00	5,000.00
Williams Development	5,625.00	5,063.00
VHB (with expenses)	9,760.00	8,784.00
MEI Civil (Dan Morris)	18,210.00	15,479.00
(without contingency)		
Land Survey	3,250.00	3,250.00
Power Acoustics	5,853.75	5,000.00
Total	\$80,798.75	\$69,898.50

RECOMMENDED ACTION

Board approval is requested to accept the settlement in the amount of \$933,898.50 in full settlement of all claims of compensation from CFX including business damages, interest, attorney's fees, attorney's costs, expert fees, costs, and any other claim associated with the taking of Parcels 287/887.

The Right of Way Committee recommended approval on June 28, 2017.

Attachments: Aerial and Sketches of Property

Settlement Agreement

Invoices

Moving Expenses

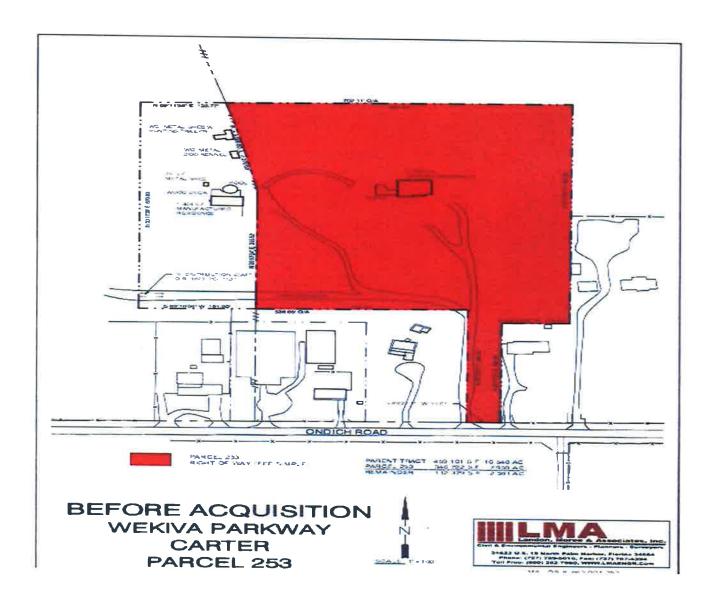
Reviewed by: Joseph Hamistra



BEFORE ACQUISITION WEKIVA PARKWAY CARTER PARCEL 253







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

body politic and corporate, and an agency of the state	Y, CASE NO: 2015-CA-003555-O
under the laws of the State of Florida,	Subdivision
Petitioner,	Parcel: 253
vs. ANTHONY RANDALL CARTER, ARAN GLENN CARTER, et. al.	
Respondent(s).	/
	<i>!</i>

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on June 14, 2017 the parties reached the following Settlement Agreement:

- 1. Petitioner will pay to Respondent(s), Aran Glenn Carter (referred to as "Respondent") the sum of Seven Hundred Eighty Thousand 00/100 Dollars exactly (\$780,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel No. 253, 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 Five Hundred Thirty Nine Thousand 00/100 Dollars (\$539,000.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of Two Hundred Forty One Thousand 00/100 Dollars exactly (\$241,000.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.
- 2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of Eighty Four Thousand 00/100 Dollars (\$84,000.00) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.
- 3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondent's attorney the sum of Sixty Nine Thousand Eight Hundred Ninety Eight 50/100

 Dollars (\$69,898.50) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows: See Affactment "A" herefo.

- 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.
- Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- 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.
- The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.
- 8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 253, severance damages, business damages, top damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, Florida Statutes (2016).
- Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.
- This Settlement Agreement, executed by the parties and their counsel on this 20th day of June, 2017, contains all the agreements of the parties.

Print Name: Print Name: Aran Glenn Carter Central Florida Expressway Authority Owner

Print Name: SIDNE Counsel for CFX

ANATLABLE

Attorney for Owner

Attachment "A"

- 1. Ovation Construction Company, Inc.
- 2. Lakemont Group
- 3. Power Acoustics, Inc.
- 4. Williams Development Services, Inc.
- 5. Vanasse Hangen Brustlin, Inc.
- 6. MEI Civil, LLC
- 7. Calhoun, Dreggors & Associates, Inc.
- 8. Associated Land Surveying & Mapping, Inc.

PARCEL 253 OWNER'S EXPERT FEES

	Expert	Invoice	Proposed Payment
A	Ovation	\$ 1,950	\$ 1,950.00
В	Calhoun, Dreggors & Associates	29,850	25,372.50
C	Lakemont	6,230	5,000.00
D	William	5,626	5,063.00
Е	VHB	9,760.48	8,784.00
F	MEI Civil (Dan Morris)	18,210	15,479.00
G	Land Survey	3,250	3,250,00
Н	Power Acoustics	5,853	5,000.00
	Total Expert Fees	\$80,729.48	\$69,898.50



POST OFFICE BOX 621287 OVIEDO, FLORIDA 32762 (407) 722-4161 Fax: (866) 431-6032

INVOICE #OV1754

May 12, 2016

Maguire Lassman, PA Attn: Harold Lassman, PA 605 E. Robinson Street, #140 Orlando, Florida 323801

Re: Glen Carter Parcel #253 SR429 (Wekiva Parkway)

DESCRIPTION: Perform Eminent Domain work for the Carter Parcel.

TOTAL COST: 13 Hrs x \$150.00/hr = \$1,950.00

Thank you.

Sincerely, Bert Karpinski Ovation Construction, Inc.

TIME SHEET LOG BERT KARPINSKI/OVATION CONSTRUCTION

PROJECT: Glen Carter Parcel #253

ATE	HOURS	DESCRIPTION
2/17/2016	0.5	Conference Call with Attorney and MEI Civil Engineering
3/7/2016	0.5	Conference Call with Attorney and MEI Civil Engineering
3/18/2016	3.5	Site Visit with Dan Morris, MEI Civil Engineering, to confirm & document existing conditions.
3/26/2016	2	Worked on Existing Conditions Report and Cost Analysis
3/27/2016	2	Worked on Existing Conditions Report and Cost Analysis
3/28/2017	0.25	Received appraisal report and reviewed.
3/29/2016	0.5	Sent copies of report to Dan Morris, PE and discussed via phone call
4/7/2016	0.25	Sent final copies of report to Harold Lassman, Attorney
7/6/2016	2	Site visit to document relocated home prior to obtaining Certificate of Occupancy
4/27/2016	1.5	Prepared reclaimed water distribution line cost analysis and forwarded to MEI Civil Eng.

13 TOTAL HOURS

Calhoun, Dreggors & Associates, Inc.

Real Estate Appraisers & Consultants

PREPARED FOR MEDIATION

June 9, 2017

Raymer F. Maguire, Esq. c/o Maguire Lassman 605 East Robinson Street Suite 140 Orlando, FL 32801

RE:

Owner:

Carter

Project:

Wekiva Parkway

Parcel No.: 253

County:

Orange

INVOICE

Review CFX reports, conferences with experts and owners, inspect subject property, meetings with owners and experts, review valuation issues, sales research/analysis, review sales, review highest and best use issues, analysis of damages, review land values, review moving costs, review/write report, review condemnation blight information, review motions regarding blight, valuation analysis as of 2006, preparation of appraisal.

Abrams Schmidt:

105.75 Hrs. x \$175/Hr. =

\$18,506

Dreggors:

41.25 Hrs. x \$275/Hr. ≈

11,344

Total

\$29,850

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	CARTER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/04/15	REVIEW OF CFX APPRAISAL AND SALES; CONFERENCE CALL WITH EXPERTS AND OWNER.	2.50
05/07/15	BEGIN RESEARCH LAND SALES.	3.75
05/08/15	PREPARED FOR SITE VISIT; INSPECTED SUBJECT PROPERTY; MET WITH OWNERS; RESEARCH IMPROVED SALES.	4.00
05/11/15	SALES RESEARCH; ANALYSIS OF SALES.	5.75
05/12/15	CONFERENCE WITH RICK; SALES ANALYSIS.	3.50
05/13/15	ANALYSIS OF SALES/COMPENSATION; MEETING WITH RICK TO REVIEW SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.25
05/14/15	ANALYSIS OF COMPENSATION OF DAMAGES; PREPARE EXHIBITS FOR MEETING WITH OWNER'S REPRESENTATIVE.	3.75
05/15/15	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	2.25
11/18/15	ANALYSIS OF SALES.	2.00
02/08/16	MEETING WITH EXPERTS REGARDING CONDEMNATION BLIGHT.	1.25
02/17/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW OF FILE.	1.25
02/18/16	REVIEW OF NEW SUBJECT MATERIAL; MEETING WITH RICK DREGGORS TO REVIEW PRELIMINARY NUMBERS; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.00
02/19/16	PREPARE FOR CONFERENCE CALL; CONFERENCE ALL WITH EXPERTS AND OWNER.	0.75
02/22/16	UPDATE SUMMARY ANALYSIS OF SURROUNDING APPRAISAL INFORMATION.	1.50
03/04/16	ASSIST WITH APPRAISAL REPORT; WORKED ON EXHIBITS FOR REPORT.	4.00
03/07/16	RESEARCH/ANALYSIS OF IMPROVED SALES; ASSIST WITH APPRAISAL.	4.75

OWNER CARTER
PROJECT WEKIVA PARKWAY
PARCEL(S) 253
COUNTY ORANGE

COURTNEY ABRAMS SCHMIDT

DATE	TYPE OF SERVICE	Hours
03/08/16	ANALYSIS OF IMPROVED SALES.	2.00
03/09/16	ANALYSIS OF IMPROVED SALES; REVIEW WITH RICK; WORKED ON SALE WRITE-UPS.	3.75
03/10/16	ASSISTED WITH APPRAISAL; WORK ON SALE WRITE-UPS; VERIFY SALES; RESEARCH LAND SALES FOR ALLOCATION ANALYSIS.	2.50
03/11/16	WORK ON SALE WRITE-UPS AND ASSIST WITH APPRAISAL.	2.75
04/11/16	REVIEW OF RCN ESTIMATE AND MOVING COSTS; ASSIST WITH APPRAISAL; ANALYSIS OF DEPRECIATION; ANALYSIS OF DAMAGES.	6.75
04/12/16	ASSISTED WITH APPRAISAL; WORKED ON EXHIBITS FOR REPORT.	4.50
04/13/16	ASSISTED WITH APPRAISAL; ANALYSIS OF SALES; ANALYSIS OF DAMAGES.	3.75
04/14/16	ASSISTED WITH APPRAISAL.	2.50
04/15/16	ASSISTED WITH APPRAISAL.	4.00
08/04/16	WORKED ON BLIGHT STUDY.	2.75
08/05/16	WORKED ON BLIGHT STUDY.	1.50
09/29/16	PREPARE FOR CONFERENCE CALL; CALL WITH EXPERTS.	1.00
09/30/16	ASSIST WITH APPRAISAL.	2.75
11/17/16	MEETING WITH RICK; REVIEW EXPERT REPORTS; ASSISTED WITH APPRAISAL.	4.50
11/18/16	CONFERENCE CALL WITH EXPERTS ON BLIGHT.	1.25
11/22/16	ASSISTED WITH APPRAISAL; CALL WITH EXPERTS.	2.75
12/12/16	VERIFIED SALES; WORKED ON ADDENDA; CALL WITH OWNER'S REPRESENTATIVE.	2.75
12/15/16	CALL WITH ENGINEER; REVIEW OF UPDATED ENGINEERING INFORMATION.	1.00
12/16/16	CALL WITH EXPERTS.	1.00

OWNER	CARTER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
12/22/16	REVIE JOSH HARRIS' REPORT.	1.25
02/16/17	CALL WITH EXPERTS.	0.50
03/20/17	CALL WITH OWNER'S REPRESENTATIVE.	0.50
04/10/17	ANALYSIS OF 2006 SALES; MEETING WITH RICK TO REVIEW.	2.00
05/04/17	REVIEW OF WILLIAMS LAND PLANNING REPORT; ASSISTED WITH APPRAISAL.	_2.50
	TOTAL HOURS	105.75

OWNER	CARTER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	253	
COUNTY	ORANGE	

all 6

DATE	TYPE OF SERVICE	HOURS
03/23/15	BEGIN REVIEW OF CFX REPORTS.	0.50
03/27/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	1.25
05/04/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE; CONFERENCE WITH OWNERS TO REVIEW OUR SCOPE OF WORK.	1.75
05/07/15	PREPARE FOR INSPECTION; REVIEW DOCUMENTS.	1.25
05/08/15	INSPECT SUBJECT; MEET WITH OWNER AND REVIEW VALUATION ISSUES.	1.75
05/12/15	REVIEW SALES; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR INITIAL FINDINGS.	1.50
05/13/15	MEETING WITH ASSOCIATE TO REVIEW SALES.	0.50
05/15/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY FINDINGS AND HIGHEST AND BEST USE ISSUES.	1.75
11/09/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	0.25
02/08/16	PREPARE FOR AND MEET WITH EXPERTS AND OWNER TO REVIEW IMPACTS OF THE PROPERTY IN THE AREA; REVIEW EXAMPLES OF THESE AND DOCUMENTS.	1.50
02/17/16	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW OUR SCOPE OF WORK; PREPARE FOR CONFERENCE CALL WITH OWNER.	0.75
02/18/16	ANALYSIS OF DAMAGES; REVIEW WITH ASSOCIATE; REVIEW LAND VALUES; CONFERENCE WITH OWNER'S REPRESENTATIVE TO PREPARE FOR CALL WITH OWNER.	3.75
02/19/16	PREPARE AND CONFERENCE WITH OWNERS AND EXPERTS TO REVIEW DEADLINES AND SCOPE TO COMPLETE THE ASSIGNMENT.	0.75
02/29/16	REVIEW MOVING COSTS PROVIDED BY OWNER.	0.50

OWNER PROJECT	CARTER WEKIVA PARKWAY	RICHARD C. DREGGORS, GAA
PARCEL(S)	253	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/09/16	MEETING WITH ASSOCIATE TO REVIEW MARKET SALES.	0.50
09/29/16	PARTICIPATE IN CONFERENCE WITH EXPERTS TO REVIEW SCOPE OF ASSIGNMENT AND DEADLINES.	1.00
11/20/16	REVIEW/WRITE REPORT.	3.25
11/28/16	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE REGARDING CONDEMNATION BLIGHT.	1.00
12/12/16	REVIEW INFORMATION FOR OWNER'S REPRESENTATIVE REGARDING BLIGHT.	1.25
12/13/16	PREPARE FOR AND CONFERENCE WITH EXPERTS REGARDING BLIGHT PROPERTY.	0.75
02/16/17	CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	0.25
03/28/17	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION MATTERS.	0.25
03/30/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION ANALYSIS AS OF 2006.	0.25
04/04/17	PREPARE FOR AND CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	1.25
04/07/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING STATUS OF REPORTS FROM OTHER EXPERTS.	0.25
04/10/17	MEETING WITH ASSOCIATE TO REVIEW 2006 ERA HOME SALES AFTER.	0.50
05/05/17	REVIEW/WRITE REPORT.	2.25
05/08/17	REVIEW/WRITE REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	4.75
05/09/17	REVIEW/WRITE REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
05/17/17	CONFERENCE WITH MATT SILBERNAGEL REGARDING OUR VALUATION.	0.50

OWNER CARTER RICHARD C. DREGGORS, GAA
PROJECT WEKIVA PARKWAY
PARCEL(S) 253
COUNTY ORANGE

DATE	TYPE OF SERVICE	HOURS
05/19/17	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUES AND CFX OFFER OF JUDGMENT.	1.50
05/30/17	PREPARE FOR MEETING WITH OWNERS TO REVIEW OUR ANALYSIS.	0.50
06/01/17	PREPARE FOR AND MEET WITH OWNERS TO REVIEW OUR ANALYSIS.	2.75
	TOTAL HOURS	41.25

Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

Invoice Number 1 Period Covered – 12/1/16 to 6/7/17

June 7, 2017

To:

Maguire Lassman, Esq Maguire Lassman, P.A. 605 E. Robinson St, Suite 140 Orlando Florida 32801 Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	Hours	RATE	AMOUNT
100000000000000000000000000000000000000	Client: Arau Glenn Carter Matter: CFX v. Carter et. al. – Parcel 253 3239 Ondich Road, Apopka, Florida Case No: 2015-CA-003555-O	100 at 17100 Figures	- CANTON CO. 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		Tan Troop, and a second was trapented
See Attached	Meetings and calls with attorneys and clients, review of documents, determine scope of report and research.	JH .	3.45	\$350.00	\$ 1,207.50
See Attached	Research blight issues, development potential, tour market area, update data files and findings.	1H	4.40	\$350.00	\$ 1,540.00
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	лн	9.95	\$350.00	\$ 3,482.50
	SUB TOTAL:				\$ 6,230.00
Expenses	None				\$ 0.00
110	TOTAL DUE: NOTE: Bill reflects partial time allocation (50% to CFX vs. Anthony Randall Carter – Parcel 252) Note: Hour Detail Sheet Attached				\$ 6,230.00

Thank you very much for the opportunity to serve.

Joshua A. Harris, Ph. D., CRE, CCIM, CAIA

Managing Partner Lakemont Group

> Payment Instruction via Check: Lakemont Group c/o Joshua Harris 2037 SHAW LANE Orlando, FL 32814

Hour Detail Sheet

Client: A	ran Glenn Carte	er .			
Matter: (CFX Parcel 253	- 3239 0	Ondich Rd., Apopka FL		
Person	Date	Hrs	Description	Allocation	Alloted Time
JH.	12/2/2016	1	initial case talk - scope of work - items to research	50%	
JH	12/2/2016	3.7	document intake, review, building of file, research	50%	1.85
JH	12/7/2016		review motion on blight, research blight issues	50%	1.80
JH	12/10/2016	3.5	property and market research	50%	1.75
JH	12/14/2016	1.7	econ market research, updating of file	50%	0.85
JH	12/15/2016	3.5	draft report - market section, housing data	50%	1.75
JH	12/16/2016	2.6	draft report - blight issue, impacts of project	50%	1.30
JH	12/16/2016	4.3	updates charts, tables, further research	50%	2.15
JH	12/19/2016	2.5	Finalize report and edit	50%	1.25
JH	12/29/2016	1	Call to discuss report and blight issues	50%	0.50
JH	4/3/2017	0.3	call to discuss appraisal issues	50%	0.15
JH .	4/10/2017	0.6	call to discuss scope of report	50%	0.30
HL	4/16/2017	3.4	update and reformat charts, edit report	50%	1.70
H	5/2/2017	0.3	call to discuss report	50%	0.15
JH	5/4/2017	3.6	final edits and formating of report	50%	1.80
Total		35.6			17.8

Payment Instruction via Check: LAKEMONT GROUP C/O JOSHUA HARRIS 2037 SHAW LANE ORLANDO, FL 32814

Williams Development Services, Inc.

Edward J. Williams PRESIDENT

June 11, 2017

Mr. Harold Lassman Maguire and Lassman 605 E. Robinson Street Orlando Fl 32801

RE:

SR429 – Wekiva Parkway, CFX V. Aran Glenn Carter Parcel 253, SR429, Section 429 – 204, Orange County

Dear Mr. Lassman,

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries makes with an (A) Indicate times allocated on the same day between two or more cases.

DATE 8-30-16	SERVICES Meeting with attorney, retained in case, received initial work assignments	HOURS 1.0
9-2-16 1-25-17	Site and neighborhood inspections	1.5(A) 1.0(A)
2-6-17	Review ROW and construction plans for impacts to property	1.0(A)
2-8-17	Review and comment on CFX appraisal from a land Planning and development permitting standpoint.	3.0
2-20-17 2-21-17	Collect and analyze background data on Comprehensive Plan and Land Development Code, permitting history of the property; house relocation.	2.0(A) 2.5
4-27-17	Assist MEI Inc. on utility cost allocation and review and comment on report	1.5(A)
4-26-17	Review and comment on VHB report	1.0
5-15-17	Conference with appraiser on utility issues	0.5
5-2-17 5-3-17,	Highest and best use analysis, damage analysis	2.0 2.3
3-13-17 5-1-17	Preparation for and attendance at team meeting of experts to report findings exchange information and coordinate work assignments	1.0 1.0

Williams Development Services, Inc.

Edward J. Williams PRESIDENT

Subtotal:

22.5 Hours at \$250.00 per Hour

Total Due:

\$ 5,625.00

Approved by:

Edward J Williams, President

Williams Development Services Inc.



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Harold Lassman, Esq. Maguire Lassman, P.A. 605 E. Robinson Street Suite 140 Orlando, FL 32801

Invoice No:

<Draft>

June 12, 2017

VHB Project No: 62326.00

Invoice Total \$10,318.48

D. A. C. LDI V. S.	
Professional Planning Services for Carter F	Property (Aran Carter)
Professional Services Thru June 10, 201	7
Professional Personnel	
	Hours
Principal 1	6.00
Technical/Professional 07	0.00

	Hours	Rate	Amount
Principal 1	6.00	250.00	1,500.00
Technical/Professional 07	1.50	125.00	187.50
Technical/Professional 06	2.00	125.00	· · · · · - ·
Technical/Professional 05			250.00
Technical/Support 2	58.50	125.00	7,312.50
	6.00	85.00	510.00
Totals	74.00		9,760.00
Total Labor			7, 00.00

9,760.00

Reimbursable Expenses

Printing

Total Reimbursables

558.48

558.48

558.48

Total this Invoice

\$10,318.48

Billings to Date

	Current	Prior	Total
Labor	9,760.00	0.00	9,760.00
Expense	558.48	0.00	558.48
Totals	10,318.48	0.00	10,318.48



Project Number: 62326.00

Period: 201603

Date	Location	Job Type	User	Total
2/19/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
2/17/2018	Orlando FL	Sm Fmt Color Printing	katleshannon	\$12.80
2/18/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$1.07
2/19/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$38.35
2/24/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$72.43
			Total	\$125.04



Project Number: 62326.00

Period: 201604

Date	Location	Job Type	User	Total
3/7/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$45.80
			Total	\$45.80

Printed on: 6/7/2017 2:43:06 PM



Project Number: 62326.00

Period: 201607

Date	Location	Job Type	User	Total
6/17/2016	Orlando FL	B/W Laser Printing	katleshannon	\$4.55
6/13/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$76.82
6/17/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$28.76
			Total	\$112.13

Printed on: 6/7/2017 2:44:43 PM

Page: 1 of 1



Project Number: 62326.00

Period: 201611

Date	Location	Job Type	User	Total
9/29/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$139.54
			Total	\$139.54

Printed on: 6/7/2017 2:46:04 PM

Page: 1 of 1



Project Number: 62326.00

Period: 201613

Date	Location	Јор Туре	User	Total
11/23/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$57,52
			Total	\$57.52

Printed on: 6/7/2017 2:45:19 PM

Page: 1 of 1



Project Number: 62326,00

Period: 201705

Date	Location	Job Type	User	Total
4/28/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$27.69
			Total	\$27.69

Printed on: 6/7/2017 2:46:02 PM

Page: 1 of 1

Davis	04/01/	16	
	04/07/3		Merging historic aerial exhibits
	04/08/1		1970s aerial merge
	04/12/1		and a second merge
	04/12/1	1.6	JO merging historic aerials
	04/13/1	<i>E</i> 20	1990s aerial and conference call with the call with the conference call with the call with the conference call with the call wit
	04/14/1	_	and Jerry Holder
	04/15/16	_	Torum acquisition and doubless
	04/20/16	_	The development of the developme
	04/21/16		THE PARTIES
	04/26/16		Historic Aerial Exhibits
	06/10/16		Historic Aerial Exhibits
	00/10/10	2.00	Timeline maps
Hall	06/09/45		
	06/08/15 06/09/15	1.00	Massarch with Needler
	06/30/15	1.00	Maitland Blvd. research
		1.00	Research
	03/03/16	0.50	Invoicing
	03/07/16	1.00	Review of DPA
	11/29/16	1.00	Edits to DPA
	12/05/16	0.50	Tele call
			File and upload executed Master Agreement and Client
Jackowski	00/42/45		Authorization Email for Maguire Level and Client
	06/12/15		Authorization Email for Maguire Lassman/Carter ED Services
Needler	05/10/16	1.00	Donne I
	05/19/16	1.50	Research
	06/03/16	1.50	Research
	06/06/16	1.00	Beltway Timeline
	,	2.00	Orlando Beltway Timeline
	06/10/16	1.00	Created an excel timeline for Jim & company + added maps +
			Share research
Shannon	06/10/15	1.00	
	7 = 47 23	1.00	Coordinated with county staff about the possibility of rezoning.
		,	Woman C.
	06/12/15	3.00	Went to County Permittingspoke with Heather, Angel, and Wark about next steps related to the
	0010-1-	0.50	Mark about next steps related to the moving of the house enkins Site Aerial and Neighborhands
747		V.30]	enkins Site Aerial and Neighborhood Aerial Maps
			inaps

			Coordinated with Pat Burdett of Modern Movers about process
			involved in the moving of the home - received confirmation that
			they complete all building, zoning, and health compliance
	06/22/15	0.50	permits.
			GIS Maps - FLU, surrounding ownership, environmental -
			created. Environmental analysis conducted. Zoning description
	06/23/15	5.00	updated
5	-		Coordinated with Rocco to have email sent stating that a
			variance would not be necessary for the moving of the house -
			drafted letter to Mitch Gordon, Head of Orange County's Zoning
	06/26/15	1.50	Department
	,		· · · · · · · · · · · · · · · · · · ·
	02/17/16	4.00	IS Map series, review of CFX appraisal, start draft of report
	02/18/16	3.00	Work on DPA
	,		Carter teleconference with Lassman and expert witnesses,
	02/19/16	4.00	revisions to DPA
	02/24/16	0.50	Revisions to DPA
	03/07/16	2.50	Edits to DPA; review of doc with Jim
			Collaborated with Jerry/Matt about historic aerials; set up
			extranet system; delegated responsibilities to Katie for series of
	03/25/16	0.50	exhibits
			Prep for tele conference; tele conference; exchange of docs and
	06/13/16	1.50	set-up of new folder
	06/17/16	3.50	Revisions to DPA - pre-post condition, figures, etc.
			Telephone conference with Dreggors, Hall, Lassman, Matt,
	09/29/16	0.50	Maguire
	11/22/16	0.50	Revisions
	11/29/16	1.00	Meeting with Jim; edits to report; sent to client
	12/05/16	0.50	Telephone conference with Hall and C. Abrams
			Meeting with Dreggors, Maguire, Matt, Josh Harris, Harold on
			history of Wekiva Parkway and development; further research
	12/09/16	0.50	on docs like EIS< PD&E start of creation of graphics
.*			Series of roadway exhibits in GIS, Photoshop, and InDesign:
			Wekiva Springshed and Springs exhibit, Municipalities exhibit,
	12/12/16	2.00	Planned Highway Exhibit
	12/13/16	1.00	Edits to blight graphics
			Tele call with Abrams; Conference call with Lassman, Matt,
			Dreggors, Abrams, Morris; review of utility cost estimate; GIS
			estimate on acres serviced; quantity of units provided; research
	12/16/16	1.50	on KP DRI

-		1000		100
	03/14/17	0.50	Catalog of new docs; scheduling	
	04/04/17	0.50	tele conference; review of Nortwest area conceptual master plan	
	04/28/17	1.00	MEI conference	
Taniguchi	06/01/16	0.50	Maitland Extension research	
5	06/10/16	1.00	Orlando beltway history/timeline	

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane, Suite 200 Orlando, FL 32814 407-893-6894 fax 407-893-6851 www.meicivil.com

bill to:

Harold A. Lassman, Esquire Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, Florida 32801

Invoice Date:

6/12/2017

Invoice Number:

191019H-1

Invoice Amount Due:

\$19,120.50

JOB: SR 429, Parcel 253 Aron Glenn Carter

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (DLM)	46.5	\$265.00	\$12,322.50	\$12,322.50
Senior Designer (JRR)	37.5	\$125.00	\$4,687.50	\$4,687.50
Designer (MP)	12.0	\$100.00	\$1,200.00	\$1,200.00
			Subtotal	\$18,210.00
			Expense (5%)	\$910.50
			Total Fee Due	\$19,120.50

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Daniel L. Morris, P.E.

191019h

Job Name

SR429, P253, Aron Glenn Carter

Date	Hours	Task	Work Description
6/24/2015	2.5		request boundary and topographic services
8/5/2015	1.5		coordination with surveyor to include area of take on survey
8/19/2015	1.5		coordinate site plan preparation for house relocation
8/21/2015	3.5		coordinate site plan preparation for house relocation
10/19/2015	2,0		coordinate site plan prep with access road and septic system
1/25/2016	3,5		coordinate revise site plan for health department permit
3/18/2016	4.0		prepare for and make site visit after relocation
6/13/2016	3,5		review CFX appraisal report, prepare for and attend conf call regarding access
6/28/2016	3,5		coordinate report exhibit preparation
6/30/2016	1.5		coordinate report exhibit preparation
7/7/2016	9,5		review the latest roadway construction plans, analysis of impacts, preliminaryengineering report
7/8/2016	7.5		finalize preliminary engineering report
12/15/2016	2.5		review/coordinate cost estimate preparation for utility extensions
Hours:	46.5		

Work Descriptions for John R. Russell

191019H

Job Name

Wekiva Parkway P253 Carter

Date	Hours	Task	Work Description
8/18/2015	0.5	5-	SetUp Title Sheet
8/18/2015	1.5		CleanUp Survey Base Cadd File
1/7/2016	0.5		Add Legal Description & Plot
3/9/2016	3,0		Drafting SR 429 Roadway Plans
3/9/2016	1.5		Download & Review Appraisal & FDOT Plans
3/9/2016	2.0		Before Conditions Base File - Drafting & Calculations
3/9/2016	3.0		Create Exhibit Plan Sheets & Labeling
3/10/2016	2.5		Uncured Conditions Base File - Drafting & Calculations
3/10/2016	2.0		SR 429 Roadway Plans - Striping & Shading
3/10/2016	2.5		Area of Take Base File - Drafting & Calculations
3/20/2016	1.5		Drafting SR 429 Roadway Plans
3/21/2016	2.5		Partial Cure Plan
3/21/2016	1.0		Partial Cure Hatching
3/22/2016	3,0		Assemble Sheets from Cadd Files, Shading & Check Plot
3/23/2016	3.0		Adjust Sheet SetUp From In-House MarkUps
6/28/2016	1.5		UnCured Exhibit
6/28/2016	2.0		Partial Cure Exhibit
6/29/2016	1.5		8x11 USGS, FEMA, Aerial & Location Map Exhibits
6/30/2016	1.0		Revise Exhibits per Engineer Comments
6/30/2016	1.5		Update, Revise and Plot Exhibits
Hours:	37.5		% ⊈

Work Descriptions for Mitchell Pentecost

191019H

Job Name

SR429, Glenn Carter, P253

Date	Hours	Work Description	
10/13/2015	4.5	add accèss road, driveway, septic location to existing site plan	
10/14/2015	1.0	add access road, driveway, septic location to existing site plan	
11/2/2015	3.5	Begin work on 8.5×11 maps (site location, usgs, drainage, etc.)	
1/12/2018	1.5	Deliver project drawings to client in Sanford .	
1/25/2016	1.5	Add water line to PDF, drive to/from Triangle for prints)(5
d Hours:	12.0		

Associated Land Surveying

& Mapping, Inc.

101 WYMORE ROAD, SUITE 111

ALTAMONTE SPRINGS, FL 32714

Phone [(407) 869-5002] Fax [(407) 869-8393]

INVOICE

INVOICE #120219 DATE: AUGUST 13, 2015

TO: MEI CIVIL 964 LAKE BALDWIN LANE ORLANDO, FL 32814

FOR:

PROJECT: 3239 ONDITCH ROAD

PO #

FOR PROFESSIONAL SERVICES

BOUNDARY AND TOPOGRAPHIC SURVEY

\$3,250.00

ORDERED BY GLENN CARTER (07/08/2015)

JOB #15069

Pd. 10/5/15 CK H 109

\$3,250.00

Make all checks payable to ASSOCIATED LAND SURVEYING & MAPPING, INC. Total due in 30 days. Overdue accounts subject to a service charge of 1.5% per month.

Thank you for your business!



12472 Lake Underhill Rd #302 Orlando, FL 32828

Invoice

DATE	INVOICE#
6/8/2017	17-06308

BILL TO

Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801 CUSTOMER CONTACT / SHIPPED TO

Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801

P.O. NO.	TERMS	JOB
750	Per Agreement	CFX/Carter Parcel 253

DESČRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant breakdown attached.	27.87		5,853.75
5		Total, US Dolla	ars \$5,853.75

Power Acoustics, Inc

Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

Principal Consultant: Dave Parzych, INCE.Bd.Cert
Job: Carter (Parcels 252 and 253) vs Expressway Authority eminent domain

Client: Maguire Lassman

Date	Time	Rate	Work Accomplished \$840.00 Review aerial and appraisal, prep sound monitor \$630.00 Review Carter Properties, Setup monitor \$630.00 Retrieve instrumentation, check out equipment \$630.00 Download data, pictures, document data conditions
6/29/2015	4	210	
6/30/2015	3	210	
7/1/2015	3	210	
7/2/2015	3	210	
11/17/2015	3	210	\$630.00 Traffic Model \$1,680.00 Traffic model \$1,260.00 Review plot 24 hour sound data, correct nighttime, location figure \$1,680.00 analysis/report \$1,680.00 report and telephone conference call, Lassman and team \$157.50 report finalize
2/17/2016	8	210	
2/18/2016	6	210	
2/18/2016	8	210	
2/19/2016	8	210	
5/11/2017	0.75	210	
SUBTOTAL	46.75		Hours Worked > \$9,817.50

Above work split between parcels 252 and 253 evenly \$4,908.75

Additional Work for parcel 253 7/8/2015 4.5 \$945.00 Suggested location and orientation of re-located Glenn Carter home. 210 Parcel 252 \$4,908.75 Parcel 253 \$5,853.75

Parcel 253: Moving Expenses

Date	Ref# if applicable	Contractor/vendor	Amount				
7/1/2015 8/13/2015 9/9/2015 8/26/2015 10/5/2015		TA Youngblood & Sons Associated Land & Survey B&B Plumbing Bill's A/C & Heating State of Florida - Health	\$86,000.00 \$3,250.00 \$3,750.00 \$250.00 \$108.00	i	1		·
8/13/2015	120219	Associated Land & Survey	\$3,250.00		·•		·
9/9/2015		B&B Plumbing	\$3,750.00		·	·	†
8/26/2015	- 19114	Bill's A/C & Heating	\$250.00	-	***************************************	d	·
10/5/2015	15-1787	State of Florida - Health	\$108.00	**************************************	·		
7/27/2015	1038736	Duke Energy	\$805.35 \$6,500.00		T		İ
7/22/2015		Steve Harper Land Clearing	\$6,500.00	<u> </u>	1	! !	
7/21/2015 8/5/2015	32389	Orlando Water	\$102.00		``````````````````````````````````````		†······
8/5/2015	792667	Amerigas	\$31.37		· <u> </u>	4	}
7/21/2015	3042533121	Amerigas	\$31.37 \$79.10		·}************************************		<u> </u>
7/21/2015 7/16/2015 10/28/2015	86859	State of Florida - Health Duke Energy Steve Harper Land Clearing Orlando Water Amerigas Amerigas Shelly's Shelly's FedEx Office Waste Management Waste Management Waste Management Neff Rental Neff Rental Neff Rental Neff Rental Creative Walls & Landscaping Wiggins Bros Well Drilling, Inc. Thermotane	\$300.00		· [!	·····
10/28/2015	87306	Shelly's	\$300.00 \$200.00 \$153.36		·}		ļ
10/7/2015		FedEx Office	\$153,36		1	ļ	ļ
10/16/2015	9282424-018002	Waste Management	\$1,499.86			ļ	İ
10/1/2015	9273302-018	Waste Management	\$817.41	***************************************	•		ł
10/1/2015	9273228-0	Waste Management	\$102.85		·•		<u> </u>
9/14/2015	***************************************	Waste Management	\$725.00	Discover - deposit	•	ļ	
9/21/2015	1978706	Neff Rental	\$321.02		•		 !
9/4/2015	1978456-0002	Neff Rental	\$329.51				ł
9/4/2015	1978456-0001	Neff Rental	\$329.51 \$7,064.24 \$110.00		· b······		
9/4/2015	1978456	Neff Rental	\$110.00	***************************************	·	ļ	
5/17/2016	0006568-IN	Creative Walls & Landscaping	\$15,692.50 \$2,392.94 \$585.69 \$4,804.30 \$750.00	8(819988119445198814861741147414188178	·	ļ	}
<u></u>	31782	Wiggins Bros Well Drilling, Inc.	\$2,392.94	**************************************	·		İ
6/7/2016 6/15/2016 5/25/2016 5/24/2016		Thermotane	\$585.69	***************************************	·	ļ	<u> </u>
6/15/2016			\$4,804.30		·		<u> </u>
5/25/2016	45372	Libby Twins	\$750.00			!·····	
5/24/2016	36022	Orlando Water	\$274.10	***************************************	·		
5/25/2016	36149	Libby Twins Orlando Water Orlando Water	\$274.10 \$103.84	***************************************	·		
4/22/2016	2820	STE Electrical	\$1,005.00	***************************************	·		
4/6/2016	2759	STE Electrical STE Electrical Hunter Concrete	\$1,005.00 \$1,160.00	***************************************			i
4/14/2016		Hunter Concrete	\$3,700.00	***************************************			
4/22/2006	1847	Headwater Farms LLC	\$6,550.00		†*************************************		 !

33 4/15/2016	1845 Headwater Farms LLC	\$9,400.00	
34 4/29/2016	1851 Headwater Farms LLC	\$3,250.00	
6/10/2016	H6375-5196 Home Depot	\$4,502.82	1
			1
		\$166,670.26 Sub-total	

s oe e e

T. A. Youngblood & Sons Building Movers, Inc.

P.O. Box 470278 Lake Monroe, FL 32747 Ph:(407)323-0715 Fax: (407)321-5519

Estimate

Date	7/1/2015		
Company			
Glenn Carte 3239 Ondic Apopka, FI	h Rd	κ.,	***************************************

Description	Cost
This estimate is for the relocation of CBS Home located at 3239 Ondich Rd Apopka, FL. The house has a 45 X 56 footprint. It is single story with a bonus room built in attic space. It is being relocated due to Road Work/ Ramp on 429. We will be relocating the house approximately 50 yards. This estimate is for the Move Only. We will furnish the Moving Permit and Engineering Plans for new foundation. All other connections, reconnections, land clearing, wire cost and other permits are the owners responsibility. Cost to Move House Cost for Foundation	66,000.00 20,000.00
Total	\$86,000.00

E-mail
audreyablaokwood@gmail.com

Associated Land Surveying

& Mapping, Inc.

101 WYMORE ROAD, SUITE 111

ALTAMONTE SPRINGS, FL 32714

Phone [(407) 869-5002] Fax [(407) 869-8393]

INVOICE

INVOICE #120219 DATE: AUGUST 13, 2015

TO: MEI CIVIL 964 LAKE BALDWIN LANE ORLANDO, FL 32814

FOR:
PROJECT: 3239 ONDITCH ROAD
PO #

FOR PROFESSIONAL SERVICES

BOUNDARY AND TOPOGRAPHIC SURVEY

\$3,250.00

ORDERED BY GLENN CARTER (07/08/2015)

JOB #15069

Pd. 10/5/15

\$3,250.00

Make all checks payable to ASSOCIATED LAND SURVEYING & MAPPING, INC. Total due in 30 days. Overdue accounts subject to a service charge of 1.5% per month.

Thank you for your business!

1902 Montebello Avenue, Deltona, FL 32738 Telephone 407-834-5424 State Certification No. CFC1427174 E-mail: bb.plumbing@yahoo.com

PROPOSAL FOR: Glenn Carter

3239 Ondich Road Apopka, FL 32712

Telephone (407) 432-9912 Email: agc2012@rocketmail.com

JOB LOCATION: SAME

REPIPE 2-BATH HOME CONSISTING O	CONSISTING OF:
---------------------------------	----------------

(2) Water closets

(1) Ice maker box

(3) Lavatories

(1) Laundry

(2) Tubs

(1) Water heater

(1) Shower

(I) Main

(1) Kitchen

(2) Hose bibs

Repipe waste and water system (PVC & CPVC) to well and septic tank under raised dwelling.

Labor/material...\$3,750.00 (with permit) \$3,600.00 (without permit)

Submitted this 9th day of September, 2015.

/s Ben Stevenson

1

ACCEPTED Aran Glenn Carter

DATE

Sept. 11, 2015.

BILL'S A/C & HEATING CORP.

Post Office Box 536 Minneola, Florida 34755 (352) 394-3617 FAX (352) 242-9885

BILL TO

GLENN CARTER 3239 ONDICH RD APOPKA, FL 32712

Invoice

DATE	INVOICE #
8/26/2015	19114

	DESCRIPTION		AMOU	NT
UNHOOK ENTESO HOUSE CAN BE	MOVED			
RÉMOVED CONDENSOR AND SEAI I NHOOKED COPPER FROM AIR HA		TIONS		
FOTAL MATERIALS AND LABOR NONE	Pd. 10/5/15 CK 110			250.00 0.00
	CK 110			
	a a			
We appreciate your prompt payment.		9	Total	\$250.00
WE ACCEPT MAJOR CREDIT CAR	DS.			
CARD HOLDERS NAME	•			
AMOUNT REMITTED \$				
CREDIT CARD NUMBER		EX	P. DATE	
SIGNATURIA		MASTER CARDAMERICAN EXPRESS	VISA DISCO	OVER

RECEIPT DATE 10/06/10 No. 045554	en:
RECEIVED FROM Avan Glenn Carter \$ 108.00 3.	Эn: ' -
one hundred & Eight	2 4
OFOR RENT AND TO THE TOTAL TO DOLLARS DE	0
	r::
· Ocure	*
PAYMENT (UK) CHECK FROM TO OMONEY BAL, DUE CONTROL OF TO TO TO TO TO TO TO TO TO TO TO TO TO	# 3
CARD BY CARL	7
TO.	et: ,
The deficient was	3
week spilling	.
TO BE COMPLETED BY ALBERTANT OR APPLICANT'S AUTHORIZED AGENT. SYSTEMS MUST BE CONSTRUCTED BY ALBERTANT OR APPLICANT'S AUTHORIZED AGENT. SYSTEMS MUST BE CONSTRUCTED BY ALBERTANT OR ABS. 103(3) (m) OR 489.552; FLORIDA STATUTES. IT IS THE	D
TO BE COMPLETED BY ALBERTANT OF APPLICANT'S AUTHORIZED AGAIN. BY A PERSON LICENSED PURSUANT TO 469-105(3) (W) OR 489.552; FLORIDA STATUTES. IT IS THE BY A PERSON LICENSED PURSUANT TO PROVIDE DOCUMENTATION OF THE DATE THE LOT WAS CREATED OR APPLICANT'S RESPONSIBILITY TO PROVIDE DOCUMENTATION OF STATUTORY GRANDFATHER PROVISIONS.	
APPLICANT'S RESPONSIBILITY TO PROVIDE DOCUMENTATION OF THE DATE OF PROVISIONS. PLATTED (ME/DD/YY) IF REQUESTING CONSIDERATION OF STATUTORY GRANDFATHER PROVISIONS.	===
PROPERTY INFORMATION OSCI	
LOT: O1 BLOCK: DO SUBDIVISION: 27 -COOO. PLATTED UST.	Œ.
LOT: OT BLOCK: 2000 COSS SONING: A L I/M OR EQUIVALENT: T 7 C	$\mathbf{i}^{S_p^{i_p}}$
PROPERTY ID #: OL JO-37	9 21 m
A CS THEORY STEPPING THE PRIVATE PUBLIC []<=2000GPD []>2000GPD	•
DISTANCE TO SEWER AND THE PROPERTY OF THE PROP	Wes.
2020 O Lety On the Spanish of Spanish	· · ·
PROPERTY ADDRESS: 3039 Ondich Will Through TI 3039	21.0
	_
Physicifions to property. Morry Physician Sorrendo Rob 90 Approx 5 miles take let on	HHD :
Ondier Re SIST & VAPPOR	Ŧ
BUILDING INFORMATION I RESIDENTIAL I 1 COMMERCIAL	arti.
No of Building Commercial All Charles 548-6. FAC	n.
No Establishment Bedrooms Area Soft Table 1, thapter	1.00
1 March 19 Con 1977 Harris Con	<u>137</u> ,
2.	
3 THE THE PARTY OF	95 <u>773</u> 7 :
A Company of the Comp	indiqu. dans
The state of the s	1.00
[] FLOOR/Emilphent Prains [] Other (Specific)	- CH
DATE: 10/S/15	21.

DH 4015, 08/09 (Obsoletes previous editions which may not be used) Incorporated 64E-6.001, FAC

Page 1 of 4



Duke Energy St. Petersburg, Florida July 27, 2015

GLENN CARTER
P.O. BOX 2012
APOPKA FL 32704

INVOICE

Please mail remittance and signed copy of Invoice to:

Duke Energy Florida, Inc Attn: CIAC Central BAY72 P.O. Box 14042 St. Petersburg, FL 33733

Service Addre	ss:
3237 ONDICH	IRD
APOPKA	FL 32712

Account Number: 50488-57348 WMIS WR Number: 1038736

Work Description:

INSTALL RISER AND 120 FT UG SERVICE ON EXISTING POLE

CIAC Due: \$805.35

This invoice reflects Contribution in Aid of Construction (CIAC) for the above referenced work.

Agreement: The customer acknowledges receipt of invoice cover letter and further understands Customer is responsible for removing all obstructions from the route along which the Company's facilities are to be installed. Company shall not be responsible for any damage to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of the Company's facilities. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's property damaged during the installation of the Company facilities, unless, prior to the Company's construction, the owner of the facilities clearly identified and marked the location of such facilities pursuant to any applicable statutory requirements concerning underground facility damage prevention.

The undersigned hereby authorizes Duke Energy to perform this work with necessary labor, facilities and equipment and acknowledges the Invoice amount becomes invalid if the signed agreement is not received by Duke Energy on or before 30 days from the date of this invoice.

Custòmer Signature	Date: 8/5/15
Name (Please print or type) Aran Glenn Carter	
GLENN CARTER P.O. BOX 2012 APOPKA FL 32704	

July 22, 2015

Steve Harper 18044 Triple E Rd Clermont, FL 34715 (321) 229-3586 sharperh62@aol.com

INVOICE

BILL TO: #1032 Glenn Carter receipt Invoice:

Due upon

JOB: Ondich Rd, Sorrento, FL

Clear Lot (1) L.S. @

\$6,500.00

Chase Online

TOTAL CHECKING (...9222)

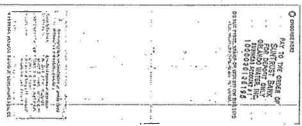
Check Number: 1814

Post Date: 07/27/2015

Amount of Check: \$102.00

ARAN GLENN CARTER P.O. 50X 3012 APOPIA, R. 28764-2012	July 26 936 1814
One Hondo Wohen	Inc 18 10200
CHASEO Relocate War Filton	Pro Mer Conto
	+18122241814

Need help printing or saving this check?



Need help printing or saving this check?

© 2015 JPMorgan Chase & Co.

water filter Relocation

AmeriGas 605 S. HIGHLAND Mt Dora FL 32757 352-383-2161 www.amerigas.com

Final Bill



Page 1 of 2

Amount Due -\$44.93 -\$50.00 \$591.90 -\$50.00 ~\$50.00 -\$50.00 \$152.73 \$79.13 -\$5.94 -\$541.52

ACCOUNT NUMBER:

201244769

CUSTOMER CLOSE NO:

INVOICE DATE:

07/28/2015

AMOUNT DUE:

TERMS:

\$31.37

NAME: SERVICE ADDRESS:

792667

GLENN CARTER# PO Box 2012 Apopka FL 32704-2012

Total Account Balance Due:

\$31.37

Due 30 Days From Invoice

Final Bill Overview

Date	Ref No.	Description	×	
03/04	4107807462	Budget Pay Entry		
04/03	4108097019	Budget Pay Entry		
04/08	3039711985	*Forecast Order	50	
05/05	4108295742	Budget Pay Entry		
06/03	4108505966	Budget Pay Entry		
07/06	4108691042	Budget Pay Entry		
07/10	3042313432	*Forecast Order		
07/21	3042533121	*Service-Sales Order		
07/21	402112273	*Rent-Cr.Memo Request - Eqpt Rent	. 9	
07/22	402117011	*Returns	15/15	

Messages:

Please pay the amount listed above to close out your account.



Contact Us: Billing, Service & Delivery: 352-383-2161

Pay Online or Enroll in our Automatic Payment program: www.amerigas.com

THANK YOU FOR YOUR BUSINESS!

AmeriGas 605 S. HIGHLAND Mt. Dora FL 32757 352-383-2161 www.amerigas.com

Invoice



Page 1 of



ACCOUNT NUMBER:

201244769

INVOICE NO: 0 3042533121

INVOICE DATE:

07/21/2015

INVOICE AMT DUE: DUE DATE:

\$79.13 08/20/2015

NAME:

SERVICE ADDRESS:

GLENN CARTER# 3239 ONDICH RD Apopka FL 32712-5112

Account Activity

Date

Ref No.

Description

Quantity Price

Amou

07/21/15 71384660

APP&S Service Dispatch Charge-NT

1,0 * \$39.99/EA

\$39.9

07/21/15 71384660

SITE:101448701 Pump Out Restocking Charge

105.0 \$0.35/EA

\$36.7

SITE:101448701

\$2,2

State Sales Tax County Sales Tax

\$0.1

TOTAL NEW CHARGES

\$79.1

Pay your invoices, sign up for AutoPay, Go Paperless and much more by managing your account online using our free, quick, easy and secure service. Visit our company website and click on "My Account" to enroll.

We periodically review and revise our standard Terms & Conditions. Visit our company website to read the T&C that apply. Earn \$100 for new residential customer referrals and \$150 when you refer a new business. Visit our company website to learn how. No more checks or postage fees with our free AutoPay service! Visit the online billing site below to enroll, Get protection for your outside propane gas lines for only \$18.95 a year with LineGard. Call us to enroll.

Contact Us: Billing, Service & Delivery: 352-383-2161

Pay Online or Enrol! in our Automatic Payment program: www.amerigas.com

THANK YOU FOR YOUR BUSINESS!

AMERIGAS 605 S. HIGHLAND MT. DORA FL 32757 Account No. Invoice No. Invoice Date Due Date 201244769 3042533121 07/21/2015 08/20/2015 Amount Dr \$79.1

TOTAL AMOUNT ENCLOSED

Please return this portion with your payment

Account or user address change? If yes, please check box and complete reverse side.

2083 1 AB 0.416 E0125 I0281 D1410085220 P2722575 0002:0003 H1 ուսիցիկիկինիկիկուննումիցիկիումնինինիկինի



GLENN CARTER# PO BOX 2012 APOPKA FL 32704-2012 որիկիկիկիիիիիիասիիկիիիիիորիունիի

REMIT TO PO BOX 660288 DALLAS TX 75266-0288

020124476900030425331210000000079136

0002:0003

SHELLEY'S SEPTIC TANKS, INC. DBA SHELLEY'S ENVIRONMENTAL SYSTEMS

P.O. Box 249/6505 West Jones Avenue, Zellwood, FL 32798-0249 (407) 889-8042 • (352) 383-5775 RMF Permit #FLA016177 (Zellwood)

o:					3
			t		
<i>f</i> -					
authorize Shelley's Septic Tanks, Inc. DB/ revices listed and I agree to pay the amoun onnections. I understand that Shelley's doe sted, deteriorated or lead pipes, fixtures ar stems, sidewalks, concreted areas or unde the lines. I have the authority to approve the	t indicated. Price de is not assume any re and any damages to orground damages re	es not in esponsibitiveway esulting f	clude electric llity for broke s, landscaping rom cleaning	al wiring in, settled g, sprinkl or renair	i, er
	× 1				
(Print Name)	-	(Si	gnature)		
У.	3				
L, * L * * * * 2	(Signature)	* (4)			
L, L L L L L L L L L L L L L L L L L L	(Signature)	<u> w</u> .?			
2	Date		UNITPRICE	AMO	JIN
hone Number	Date		UNIT PRICE	300	JIN
none Number	Date		UNIT PRICE		J.N.
none Number	Date		UNITPRICE		JIN
none Number	Date		UNIT PRICE	300	JIN .
hone Number DESCRIPIN	Date		UNITPRICE	300	
Tank Size	Date		UNITPRICE	300	JIN -
Tank Size Tank Condition Outlet 'T'	Date ON		UNIT PRICE	300	UN
Tank Size	Date ON	W 01		300	UN

*	1		0770/
υ =	SHELLEY'S SE	PTIC TANKS, INC.	87306
, I	DBA SHELLEY'S ENV	TRONMENTAL SYSTE	MS
P.O.	Box 249/6505 West Jones	Avenue, Zellwood, FL 327	98-0249
15-178	1411/1 XXU XIIA 1	• (352) 383-5775	
15-110	1 KMF Pennit #FL	A016177 (Zellwood)	EAVER
To: 48-54-1	634735		FAXED
To: 10 31	(2)	Coster	
	3237	Ond h Rd	'150CT 28 AM 8:2
1	Apopt a	Fi.	
connections. I under rusted, deteriorated systems, sidewalks such lines. I have to the complete comple	I agree to pay the amount incorstand that Shelley's does not dor lead pipes, fixtures and at s, concreted areas or undergrothe authority to approve this very (Print-Name) I acknowledge that the b I accept the conditions.	pelow described work has	e electrical wiring or for broken, settled, dscaping, sprinkler cleaning or repairing s agreement.
1-11:1-43,	7 - 77 /2	10-6-15	
Phone Number		Date	
QTY	DESCRIPTION		FPRCE AMOUNT
1 10	F 30 10A	MOUNTENT	300 -
),SCOURT	uncuserd	- 25
	DISCOURT	24/1 200 Bas	1 - 75
Tank Size	e 700		# Onne
Tank Co	ondition ABAN	110101)	#200-
Outlet "	T' N/A		144 - 444) 1 5° 1
1 1/2% per month se	ervice charge (18% per vear) will	l be added.	R TOTAL

SUB TOTAL TAX TOTAL

No harse

11 - 12

FedBxOffice. \$

FedEx Office is your destination for printing and shipping.

3120 S Kirkman Rd Orlando, FL 32811 Tel: (407) 298-7383

1:19:18 PM EST 10/7/2015 Team Member: Michelle K.

SALE

BW 24x36 Print 000278 Reg. Price	32 @ 4.50	4.5000 T
Regular Total Discounts	144.00	
Total	144.00	

Sub-Total	144.00
_	9.36
Tax.	0,00
Deposit	0.00
	- 100 08

153.36 Total

153.36 Visa (S) Account: 1773 Auth: 021913 (A)

153.36 Total Tender Change Due 0.00

Total Discounts 0.00





Waste Management Inc. of Florida PO BOX 42930 PHOENIX, AZ 85080

Total Amount Due

Total Amount Past Due

(407) 843-7370 (800) 829-7370 (813) 740-8408 FAX INVOICE

Customer: Online WM ezPay ID: Invoice Date:

Invoice Number: Account Number: Due Date:

1,499.86

0.00

Page 1 of 3 **GLENN CARTER** 00015-78395-63004

10/16/2015 9282424-0180-2

181-0199931-0180-7 Due Upon Receipt

Total Current Charges

Total Amount Due

1,499,86	1,499.86

Please pay total amount due. Thank you for your business.	
The Control of the Co	August 1
5)	

Account Summary Description Previous Balance 817.41 Total Credits and Adjustments 0.00 817.41-Total Payments Received **Total Current Charges** 1,499.86

Service Period; OCT 01-15 2015 Description Amount 1,499.86 Roll-Off **Total Current Charges** 1.499.86

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Use your IPhone or Android mobile device to manage your account, pay your bill, and schedule a roll-off pickup, similar to wm.com, More at wm.com/GoMobile.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
1,499.86	0.00	0.00	0.00	0.00	1,499.86



INVOICE

Customer: Online WM ezPay ID: GLENN CART 00015-78395-63 10/01/2

Invoice Date: Invoice Number: Account Number:

9273302-018

Page 1 (

Due Date:

181-0199931-018 Due Upon Rec

Waste Management Inc. of Florida PO BOX 42930 PHOENIX, AZ 85080

(407) 843-7370 (800) 829-7370 (813) 740-8408 FAX CK# 11

Total Current Charges	Total Amount Due
817.41	817.41

Please pay total amount due.	Thank you for your
business.	

Account Summary	
Description	
Previous Balance	0.00
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	817.41
Total Amount Due	817.41
Total Amount Past Due	0.00

Service Period: SEPT 16-30 2015	
Description	Amount
Roll-Off	817.41
Total Current Charges	817.41

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Use your IPhone or Android mobile device to manage you account, pay your bill, and schedule a roll-off pickup, simito wm.com. More at wm.com/GoMobile.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
817.41	0.00	0.00	0.00	0.00	817.41





Waste Management Inc. of Florida

INVOICE

Customer: Online WM ezPay ID:

GLEN CAI 00015-74082-2 10/01

Page

Invoice Date: Invoice Number: Account Number:

Due Date:

9273228-0 181-0199759-0

Total Amount Due

102.85

Due Upon Ri

(407) 843-7370 (800) 829-7370 (81)

PHOENIX, AZ 85080

PO BOX 42930

00) 829-7370 13) 740-8408 FAX	Total Current Charges
10) 770 0400 1 77	625.37

Account Summary	
Description	
Previous Balance	522.52-
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	625.37
Total Amount Due	102,85
Total Amount Past Due	0.00

Please pay total amount due. Thank you fo	
business.	r your

Service Period: 09/20/15 - 09/26/15	
Description	Amount
Roll-Off	625.37
Total Current Charges	625,37

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Use your iPhone or Android mobile device to manage y account, pay your bill, and schedule a roll-off pickup, si to wm.com. More at wm.com/GoMobile.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
102.85	0.00	0.00	0.00	0.00	102.85

Waste Management Inc. of Florida

PO BOX 42930 PHOENIX, AZ 85080

(407) 843-7370 (800) 829-7370 (813) 740-8408 FAX

Payment	Coupon
---------	--------

Please detach and send with checks only (no cash). Please send all other correspondence to your local site. Your Account Number 181-0199759-0180-2 Your Invoice Number

To pay this bill onl and switch to pape billing, go to wm.com/paperless

	10/01/2015	9273228-0180-8
Due Date	Total Due	Amount Paid
Upon Receipt	102.85	102.85

Invoice Date

01801810199759092732280000006253700000010285 8

0007829 01 AT 0.413 "AUTO T2 0 7774 32704-201212 -C01-P07836-4 վերիականիանինիկիկակինոկանականինինինիկանիանիան **GLEN CARTER POP BOX 2012** APOPKA FL 32704-2012

լիլիիրգնականակինիկինիրոննականի Waste Management Inc. of Florida PO BOX 105453 ATLANTA, GA 30348-5453





10290059

DISC@VER

A GLENN CARTER Acct. Ending 3047 PO BOX 2012, APOPKA, FL, 32704--2012 (000)000-0000

Recent Activity Since September 12, 2015

Recent Account Activity Totals			About Your Last Statement			
Last Statement Balance	S	0.00	Last Statement Posted	September 12, 2015		
Payments and Credits	+\$	0.00	Last Statement Balance	\$ 0.00		
Transactions	+\$	725.00	Minimum Payment Due	\$ 0.00		
Current Balance	=\$	725.00	Payment Due Date	October 7, 2015		
Next Statement Closing Date &	·	Oct 12	¥			

Please allow 1-3 days for payments to appear on your account.

Recent Transactions

Trans. Date .	Post Date	Description	Amount	Category
E309/14/15	09/14/15	WM EZPAY 866-834-2080 TX	\$ 725.00	Services

© Please be aware that your actual Next Statement Closing Date might be different if you change your Payment Due Date. ©2014 Discover Bank, Member FDIC.

THANK YOU FOR CHOOSING NEFF RENTAL



** INVOICE **

** Work Order **

DATE: 10/01/15 INVOICE#: 1978706

RECEIVED OCT 0 8 2015

DATE AND TIME BELEASED

DATE AND TIME BELEASED

DATE AND TIME BETURNED

9/21/15

DELIVERY CHARGE

PICK-UP CHARGES

BRANCH: SAN

PHONE:

NEFF RENTAL LLC PO BOX 405138 ATLANTA, GA 30384-5138

**NOTICE: PLEASE REMIT PAYMENTS ONLY - YO ABOVE ADDRESS AND INCLUDE INVOICE #

RENTED TO:

CARTER & COGGINS CONTRACTING DBA G&C CONTRACTING 4515 OLD WINTER GARDEN RD ORLANDO, FL 32811

Job Location: 39 ONDICH ROAD, APOPKA

SHIPPED TO:

Job Number:

2 - C & C CONTRAC

CUSTOMER#

29993

PHONE

ORDERED BY NMITCHELL PURCHASE ORDER #
VERBAL

Equipment To Be Repaired

WHEEL LOADER 130-167HP 3YD BKT Serial Number Equip

1DW544KZTCE646308

Equip # 646308

Make Model JOHN DEERE 544K

Tag No.

Hrs/Mi In Ser 2619.000 7/27/

Work To Be Done

CUSTOMER DAMAGE FLAT REPAIR

Qty Part Number

Description

U/M

Price

Amou:

PARTS/LABOR: Oty Part Number Description Price Exten TIRE REPAIR TIRE REPAIR CHARGE EA 296.980 296. 1 ENFE ENVIRONMENTAL EA 4.450 4 . Customer called in for a tire repair he ran something over

PS. 10/14/15

ORIGINAL INVOICE PLEASE PAY FROM THIS

301.4

SUB-TOTAL: 301.43

SALES TAX: 19.59

TOTAL: 321.02

18



RENTAL RETURN

10/06/15 INVOICE DATE:

INVOICE #:

1978456-0002

BRANCH: SAN

PHONE:

407-320-9990

NEFF RENTAL LLC PO BOX 405138 ATLANTA, GA 30384-5138

**NOTICE: PLEASE REMIT PAYMENTS ONLY . TO ABOVE ADDRESS AND INCLUDE INVOICE #

DATE AND TIME OUT 9/04/15 12:00PM DATE AND TIME RELEASED DATE AND TIME RETURNED 10/02/15 12:20PM EST. DATE TO BE RETURNED 10/02/15 12:00 P SALESPERSON # 72733 Terr:

RENTED TO:

CARTER & COGGINS CONTRACTING

DBA C&C CONTRACTING

4516 OLD WINTER GARDEN RD

ORLANDO, FL 32811

SHIPPED TO:

CARTER & COGGINS CONTRACTING

3239 ONDICH ROAD APOPKA, FL 32712

Job Location 39 ONDICH ROAD, APOPKA

Job Number

2 - C & C CONTRAC

CUSTOMER# ORDERED BY PURCHASE ORDER # 29993 407-299-5131 304053-Glenn Carter **PENDING**

CUSTOMER MUST CALL NEFF AND OBTAIN NUMBER TO RELEASE EQUIPMENT AND IS RESPONSIBLE FOR EQUIPMENT, FUEL, TIR REPAIRS, AND DAMAGES UNTIL PICKED UP BY NEFF.

Qty	Equipment #		P	1 7	Day	Week	4 Week	Total
1	WHEEL LOADER	130-167HP 544K				2245.00 0 HR IN1	4865.00	N/C
	Serial #:1DW			. 0011	2019.0	O IIK INI	2001.00	
1	WHEEL LOADER 516111 Serial #:185	RRK-416	RAKE	25	5.00	630.00	695.00	N/C

SALES ITEMS: Item number Qty

DIESEL DIESEL FUEL

PCR 10/14/15

Unit Price GL. 5.950

Total 309.41

ORIGINAL INVOICE PLEASE PAY FROM THIS

FINAL BILL: 10/02/15 THRU 10/02/15.

LOSS AND DAMAGE WAIVER (LDW) LDW IS NOT INSURAN	CE	LDW:	** N/A **
By his/her initials, Customer agrees to pay a fee of 15% of the gross rental claims against customer for loss of or damage to said equipment, provide conditions specified on the reverse side of this agreement.		SUB-TOTAL:	309.40
ACCEPTS DECLINES		SALES TAX:	20 11
The equipment described herein is rented pursuant to and in accordance agreement. Customer represents that he/she has read and agrees to the same		TOTAL:	329.51
SIGNING FOR CUSTOMER X TERMS & CONDITIONS ON THE OTH		DEPOSIT:	
RENTAL CONTACT INFO: GLENN (407) 432-9912		NET DUE:	
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	CLEANING C	12,111,111

Terms: Payment Due Net 10



4 WEEK BILL

INVOICE DATE:

9/25/15

INVOICE #:

1978456-0001

RECEIVED SEP 3 0 2015

BRANCH:

SAN

PHONE:

407-320-9990

NEFF RENTAL LLC PO BOX 405138 ATLANTA, GA 30384-5138

**NOTICE: PLEASE REMIT PAYMENTS ONLY - TO ABOVE ADDRESS AND INCLUDE INVOICE #

DATE AND TIME OUT 9/04/15 12:00PM DATE AND TIME RELEASED DATE AND TIME RETURNED EST. DATE TO BE RETURNED 10/02/15 12:00 P SALESPERSON # 72733 Terr:

RENTED TO:

CARTER & COGGINS CONTRACTING **DBA C&C CONTRACTING** 4515 OLD WINTER GARDEN RD ORLANDO, FL 32811

Job Location 39 ONDICH ROAD, APOPKA

SHIPPED TO:

CARTER & COGGINS CONTRACTING 3239 ONDICH ROAD APOPKA, FL 32712

Job Number

2 - C & C CONTRAC

CUSTOMER# PHONE ORDERED BY PURCHASE ORDER # 29993 407-299-5131 304053-Glenn Carter PENDING CUSTOMER MUST CALL NEFF AND OBTAIN NUMBER TO RELEASE EQUIPMENT AND IS RESPONSIBLE FOR EQUIPMENT, FUEL, TIR

REPAIRS, AND DAMAGES UNTIL PICKED UP BY NEFF.

Qty	Equipment #	Day	Week	4 Week	Total
1	WHEEL LOADER 130-167HP 3YD BKT 646308 544K HR Serial #:1DW544KZTCE646308	925.00 OUT1 2619	2245.00 .00 HR IN1	4865.00	4865.00
1	WHEEL LOADER ACC. ROOT RAKE 516111 RRK-416 Serial #:18516111	255.00	630.00	695.00	695.00

SALES ITEMS:

Qty Item number Unit Price Total ENFE 83.410 83.43 DELIVERY CHARGE PL 10/5/15
PICKUP CHARGE

CK # 108 ENVIRONMENTAL 110.00 110.00

10/9/15

ORIGINAL INVOICE PLEASE PAY FROM THIS

BILLED FOR FOUR WEEKS 9/04/15 THRU 10/02/15

LOSS AND DAMAGE WAIVER (LDW) LDW IS NOT INSURA	NCE	LDW:	834.00
By his/her initials, Customer agrees to pay a fee of 15% of the gross rent- claims against customer for loss of or damage to said equipment, provide conditions aspectified on the reverse side of this agreement.	of charges becounder in consideration of Lessor agreeing to waive certain fed equipment is used in conformity with this agreement including the	SUB-TOTAL:	6697.41
ACCEPTS DECLINES	*	SALES TAX:	366.83
The equipment described herein is rented pursuant to and in accordan agreement. Customer represents that he/she has read and agrees to the sa	$\overline{\mbox{ce}}$ with the terms and conditions set out on the reverse side of this me.	TOTAL:	7064.24
SIGNING FOR CUSTOMER X. TERMS & CONDITIONS ON THE OT		DEPOSIT:	
RENTAL CONTACT INFO: GLENN (407) 432-9912		NET DUE:	
IF THE EQUIPMENT DOES NOT WORK PROPERLY NOTIFY THE OFFICE AT ONCE	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	CLEANING CI MAY API	

Terms: Payment Due Net 10



RENTAL OUT

INVOICE DATE: 9/03/15
INVOICE #: 1978456

BRANCH: SZ

SAN

PHONE:

407-320-9990

NEFF RENTAL LLC PO BOX 405138 ATLANTA, GA 30384-5138

NOTICE: PLEASE REMIT PAYMENTS ONLY - TO ABOVE ADDRESS AND INCLUDE INVOICE #

DATE AND TIME OUT

9/04/15 12:00PM

DATE AND TIME RELEASED

DATE AND TIME RETURNED

EST. DATE TO BE RETURNED

10/02/15 12:00 P

SALESPERSON #

72733 Terr:

RENTED TO:

CARTER & COGGINS CONTRACTING DBA C&C CONTRACTING 4516 OLD WINTER GARDEN RD ORLANDO, FL 32811

Job Location 39 ONDICH ROAD, APOPKA

SHIPPED TO:

CARTER & COGGINS CONTRACTING 3239 ONDICH ROAD APOPKA, FL 32712

Job Number

2 - C & C CONTRAC

CUSTOMER# PHONE ORDERED BY 304053-Glenn Carter PURCHASE ORDER # 407-299-5131 304053-Glenn Carter PENDING

CUSTOMER MUST CALL NEFF AND OBTAIN NUMBER TO RELEASE EQUIPMENT AND IS RESPONSIBLE FOR EQUIPMENT, FUEL, TIRE REPAIRS, AND DAMAGES UNTIL PICKED UP BY NEFF.

Qty Equipment # Day Week 4 Week Total

1 WHEEL LOADER 130-167HP 3YD BKT 925.00 2245.00 4865.00 646308 544K HR OUT1 2619.00 Serial #:1DW544KZTCE646308

1 WHEEL LOADER ACC. ROOT RAKE 255.00 630.00 695.00 516111 RRK-416

Serial #:18516111

*** EQP MSG ***
FUEL added upon return \$ /GAL. Charge for KEY not returned \$.

Unit

EA

Price

SALES TTEMS:

Oty Item number

1 ENFE
ENVIRONMENTAL
DELIVERY CHARGE
PICKUP CHARGE

PROPERLY NOTIFY THE OFFICE AT ONCE

110.00

Total

LOSS AND DAMAGE WAIVER (LDW) LDW IS NOT INSURANCE LDW: By his/her initials, Customer agrees to pay a fee of 15% of the gross rental charges hereunder in consideration of Lessor agreeing to waive certain claims against customer for loss of or damage to said equipment, provided equipment is used in conformity with this agreement including the conditions specified on the reverse side of this agreement. SUB-TOTAL: ACCEPTS DECLINES SALES TAX: The equipment described herein is rented pursuant to and in accordance with the terms and conditions set out on the reverse side of this agreement. Customer represents that he/she has read and agrees to the same. TOTAL: SIGNING FOR CUSTOMER X._ DEPOSIT: PRINT NAME_ TERMS & CONDITIONS ON THE OTHER SIDE NET DUE: RENTAL CONTACT INFO: GLENN (407) 432-9912 IF THE EQUIPMENT DOES NOT WORK MULTIPLE SHIFTS OR CLEANING CHARGES

OVERTIME RATES MAY APPLY

2

MAY APPLY



Creative Walls & Landscaping, Inc 26714 Oak Shadow Lane

Mt. Dora, FL 32757

Contact: Jef

Jeff Germeroth 352-267-2464

Quote

Customer: Glenn Carter

Project:

C & C Contracting

4515 Old Winter Garden Rd.

Orlando, FL 32811

Qty	Description	U	nit	Total	
2	Magnolia B&B	\$	475.00	\$	950.00
35	3 Gal. Burford Holly	\$	10.00	\$	350.00
20	3 Gal. Azalea Rushion	\$	10.00	\$	200,00
20	3 Gal. Loropetalum	\$	10.00	\$	200.00
30	1 Gal. Society Garlic	\$	4.75	\$	142.50
		Total		\$	1,842.50

10	Mulch	\$ 0.45	\$ 450.00
24,000	Zoylsa	\$ 0.35	\$ 8,400.00
10	Irrigation	\$ 500.00	\$ 5,000.00

TOTAL

\$ (15,692.50)

BUNGU

*50% Deposit due before work begins \$7846.25 5/17/16

WIGGINS BROS. WELL DRILLING, INC.

P.O. Box 1314 SORRENTO, FLORIDA 32776 (352) 383-5935

JOB INVOICE

31782

						PHONE 407-432-59	DATE OF ORDER	1413-1
	-					Wastey Lithwins	CUSTOMER'S ORDE	R NUMBER
то	Glenn actor					Wasky Wyjins	CONTRACT	EXTRA
						JOB NAME/NUMBER		
27	pe Box 2012 ApepKc FL32709					3839 andich Ro	A APONIA	
	* · · · · ·					JOB PHONE	STARTING DATE	S
Ti	EAMS:							
оту.	MATERIAL	PR	IČF.	AWO	INCC	DESCRIPTION	NOEWINEK	
Steam reduce	16 ha releas amaile		1	1,326	Oc.	Section and Alberta	or work	# 14 14 14 14 14 14 14 14 14 14 14 14 14
>	1 kz hp Selass pumptho 1 kz hp franklin control Box ft 2"galu pipe ft HIZ sub cable	rox	_	170	. පට	×		7.
7.1	ft 21 and Ouga		\vdash	133	'23			
12/	Fr H 12 Cul a Mi	7	64	206	64			
160	FIR SUB CADIC	/	\vdash'	200				_
	1/4 flowatic checkiche	-	-	42				
				<u> </u>	_			
		_	-	/				
			_		<u> </u>	CONTROL OF POSITIONS CONTROL CONTROL	early the later and the	Acres (* a
						OTHER	CHARGES	
					_			
	*	64		/				
				1				
							5	
						15:	TOTAL OTHER	
3						LABOR	HRS. RATI	AMOUNT
>					-	Labor /service ec 1	construction of the contract o	4500
-	Y					LCEC: / SCIVICE COI	/	1/50
					\vdash			1
								+
								
	***************************************				\vdash			
					\mathcal{H}			\perp / λ
	We accept Mastercard, Visa & Discover	_		_				1/1
	Payment due at the time of service							1
DATE COMPLET	1½% charged on accounts over 30 days.						TOTAL LABOR	450 00
MECOMPLE	TOTAL MATE	RIAL	s	1796	89	Т	OTAL MATERIALS	1796 80
	1000000			-				11/0
				<i>y</i>			TOTAL OTHER	1110
War				<i>y</i>			TOTAL OTHER	
War Signature	rk ordered by			<i>y</i>		Thank You	TOTAL OTHER TAX	22 96 89

THERMOTANE Times_

Date: / 7 // // /

Propane - Fireplaces - Water Heaters - Pool / Spa	Heaters Employee:	
ESTIMATE Permit Y / N Permit	Office: Gity / Coujety	
Name:Gate		
Address: Ci	tys / Zip.	·
Phone:(/_ Email: //	Killing.
Dolly In Full	SERVICE CALL	60 . 33
🗆 Dolly In Empty 🗆 Bury Tank 💎 🗆 Back To Tank 🧪	GAS	175.00
□ Laydown □ Hole is Dug	YEARLY TANK RENTAL	
Inst / EXT - 24 - 28 - 60 - 120 - 150 - 250 - 500 - 1000 - AG Tank Size Location	}	
	M SH LABOR	90.0
FP / CK / WH / Furn / Spa / Grill / Gen	PARTS	
ffice: Ye	TAX	11.63
The state of the s	TOTAL	585.19
Service: TV AA A BANG- CAN DICE!	DEPOSIT PAID ON	
Colonez Parcia VI NWA A with	BALANCE OWED	
Future Stub Out For:	FINAL PAYMENT	
Parts Form Completed	CUSTOMER PAID IN FULL	Y/N
Employees Needed: Hours:	AUTO PAY	Y/N

Seautiful Bamboo					
8404 SR19					
Groveland FL 34736	me on a	†			
352.429.2425					
		Sold to:	Glen Carter	right breeds	6/15/2016
			3239 Ondich Rd.	-	. 0/15/2010
			Apopka, FL 32712		†*
		 	(407) 432-9912		
			(407) 432-9912		
		1			-
					i terme semicimaten ne e sa
QUANTITY	Size	SPECS	Type	Price	Total
53	3 <u>g</u>	3-4' tall, 1-3 carres	Seabreeze	\$45.00	\$2,385.00
53	3 <u>g</u>	install	Seabreeze	\$35.00	\$1,855.00
5	100'	Irrigation		\$50.00	\$250.00
			Delivery	\$0,00	\$0.00
	-				
			4		
			1		
					<u> </u>
		************	subtotal		\$4,490.00
			tax	26 W 1	\$314,30
1			Total Due		\$4,804.30
the state for examine the same of the	Livering A.		1012170		04,004.00
		1			
		14,01101 15,744,00			1
		04	į.		
Received	72	an Stauffe	29		6-15-2016

PAID Check# 136

1. 40



P.O. Box 530448

DeBary, FL. 32753
CAC1815302
(407) 299-3588 (407) 886-5379

HVAC SERVICE ORDE INVOICE

libbytwins@gmail.com

45372

BILL	то							
						UNIT	(S) 10	UNIT
	, E					CAPPLIER	-	CISCRIO
	a i			(6)		TYYANFO	42	MODEL A
						CERWIN MUST SEL	714	SEPTAL MAYER
SHAME	G 10		ENMADONA	APPAPEAL OF	ment Llox	1000	1	ML
STRE	Skan Carter	DATE		MENTAL CI	A glassacians			RFORMED
400	3239 Ondich RJ	5-5	S CONDENSING UNIT	CTY.	TYPE/DISPOSITION	CONDENSING U	NIT	FURNAGE/ELEC.
> OTY	APOPUS 37712	PROMISED	D RECOVERED			APLCO UNIT	+	RPLCO UNIT
PHON	SGRED.	□ AM,	[] RECYCLED				-	RPLCD GAS VALVE
TECH	901.432.9917 TIME	D Au.	☐ RECLAIMED			CHINGO MOTOR	+	THERMOCOUPLE
1	2 Sam - Alfonso		C) RETURNED	$\neg \neg \vdash$		CHKO CHARGE ADD FREON	+	CLND BURNERS
X	Count sustem		O DISPOSAL	+++		CUND COILS	+	CHNGO MOYOR CLNO BLOWER
1	C Copscion		CHANGED OUT/REPLACE			REPAIRED LEAK	+-1	
				ED TO)TAL \$	O4.E0 MOTOR	+1	RPLCO UNIT
1) DESCRIPTION	ON OF WORK F	ERFORMED		2	APLCO PUSE	+	LIT PILOT
K	scoadert / == ==	5/1/2	~ Deura	1	170	TRISTALL DISCUNSIECT	+	RPLCD TRANSFORMER
1	1000	1220	- John Comment	mo	173/14	RPRD WIRING	+	
4	THE STACE AMO	125	ted lun	7	Mut	RPLCD CONTACTOR	1-1	ADJUSTMENT
K	innin face at	This	· TIME.			APLOU GAPACITOR	+	CO TEST
1	N.		BANK STOCK OF THE CO.			RPLCO RELAY	+	OILED MOTOR
	2 (30 U IZ 18		* 0 100 11 120 110	9.300	=	ADJUSTMENT		REFRIGERATION
			F. 70			NEW FILTER / ORIER	11	RPLCD LIMIT DISK
1							++	APRO VIRING
						-	1	HARD-START KIT
QTY	MATERIALS & SERVICES UNIT PRICE AMO	0.00 (2.01		T		EVAPORATOR CO	-	CHNGO COMPRESSOR
011	MATERIALS & SERVICES UNIT PRICE AMO	UNT HRS	LABOR .	PATE	AMOUNT	APLCO, UNIT	1-	RPLCO THERMOSTAT
	REFRIGERANT'R- LBS.					RPRD LEAK	1-1-	RPLCO DEFROST
>	FILTERS X X					SEAL		APRO LEAK
	3/. P.D-		5,000			APLCO, EXP. DEVICE	-	ADD FREON
1	19,750					CLND COR.	-	CLKO/OSFA COIL
1	3/8 LIPE		,	TOTAL LAB	OR	GLIND DRAIN	-	ADJUSTMENT
	BAMS ES 14-8		o propiniem	AND TO STATE OF		RPLCO PAN		RPLCO HTRS.
9	7777		RECOMMEND	ATIONS		RPLOD PVĆ		WINDOW UNIT
1	5 -STATIONE					puct		ENT CO THAT
			((in)		*	ADJUSTED		CLEANGO
	TOTAL MATERIALS	11	7	,		INSTALLED		ADD FREON
TERM	was transfer and t	- RE	St. JAMIN	Lin	-	THERMOSTAT		RPLCD STAT/SWITCH
	21	An	4 HILTON	. C/	-72-1	ADJUSTED	1	CHNGO COMPRESSOR
				-/-		HEPLACED	(CHNGD FAN MOTOR
f Thaus			7		41	FILTERS	🗆 ೧೭ ೬	ANED REPLACED
complet	authority to erder the work sutfined above which has been sailed. I appee that Seller rotatins title is equipment/materials furnished un- its erade. If payment is not had at agreed, feller can errors estimaterials at Seller's expense another impose a 2% liquidation fee pound-contained in the Science flavor transaction, Any damage resulting to that not be the responsibility of Secler.	estorily nil linal				.: ТОТА	T SUI	MARY
eatife at	ntimaterials at Seller's expense and/or impose a 25 liquidation fee round contained in the steller Buyer transaction. Any damage resulting of the steller in the steller is the steller in the steller in the steller is the steller in the steller is the steller in the steller in the steller in the steller is the steller in the steller in the steller in the steller is the steller in the steller in the steller in the steller in the steller is the steller in	on the LIMITE	D WARRANTY: All material by the manufacturers' or	ils, parts a	nd equipment are	TOTAL MATERIALS		
	5/12	only, Al	I labor performed by the ab- or 30 days or as otherwise in	ove named	company is war-			
us/ora	R SHOWATER DATE	and its	D WARRANTY: All materited by the manufacturers' or labor performed by the abor 30 days or as otherwise in company makes no other wa agents or technicians are urranties on behalf of above	rranties, ex	press or implied,	TOTAL LABOR		
10	I JUNETHOO TRAYMENT	auch wa		named com	pany.	TRAVEL CHARGE		
I CASH	CHECK DRIVERS LIG, NO. 134		☐ REGULAR	□ WARRA	NTY	TAX		
CREDIT	The state of the s		SERVICE CONTRA					
00 NO	EAR, WAILE		Thank	Ubu		TOTAL	10	0 08
			5,0,00	J''''		TOTAL	121	1

()KGG()	a karan da karan da karan da karan da karan da karan da karan da karan da karan da karan da karan da karan da k	· 500: 1 * 70	A	en (Amin)
f a Recurs	GOLDEN IN A	र्वात र स्टेबिंट फ्रांसेलीको । इसे ह	1000 - 1211 16 100 - 1211 16	
1 PRINTER	a COMPANY - ELYPTIC	TANKS.		!
NAME: CARTES, 6 ODORESS: 3839 UND. Crst :: course, F	951 BD	Cus ID 18936	PH# 407 432-9918	
L. ENC - 1 ; The swart-dames reward dames with	rumano mandalanar vidangana arriptan alari,	er it i manen ramman	,	12.12.12.00
MODELLA SOURCE	SERTAL SERTAL EERTAL	(547 ESM (RN DR	: -7.6
TOTAL MARKAGAS //		:	Pents der Mallied	elds, ales I
DYER CHIEFK SYST	NS 4 ZW SALE LOCATION 6 EM, MAKE SIRS EVERY AFTER DYSTEM, FIG	TISTING OF WORKS	ING CORRECTLY.	*** * *** * * *
NEW . User	The state of the s		distance traco vila messeum per	ov ele
DISC # 1 # SA		110	ONE OUTS COMMON E II MONER E E VI	E X A
PUT ON SALT ROUTTY	1 50 6 M O H H H H H H H H H H H H H H H H H H	A M. HOLLING TO THE PARTY OF		
(NSTALLATION SITE:	1 i + 5 d c = 10	Oky (W) PE	PER SURFER FOR AND ON SE	* 2 F
re serve a l'arma delle processe à l'ac-	CANA COMPANIES CONTRACTOR SERVICES	#11 #12 191 # 100 #12 #100	Access of some a source of the second	
ARDE:	ME OUT JOB HRS	TRAVEL : YOU H	and a part of the same of the	
DIRECTIONS:		(99 100 100 100 100 100 100 100 100 1	77.1
*434 TO APOPKA, R OF	N PLYMOUTH SORENTO CARTER * ORIG STIE:	RD, 6 OM ONDIC 3 HOLOMO EESE	CH≯ ?D≉	i i
adetronal DataGa	R'S COMMENTS:		e a table of the St. St. St. St. St. St. St. St. St. St.	
Frederic may - 111 W	, so the district that winds a		OF THE S COURSE OF EXPRESS OF A PARTY OF	to at 1
2. 281	on my mar one one one of the state of the st	- X - Char)	Le Cart	; ;
¥ 274,10				
197 Marie 198 198 198 198 198 198 198 198 198 198	The same of the sa		eteree a subert kalat Not 1000 a s	55 02/40 204
THE AME OF A LOS COMMERCES	nen	(TA	STALLER'S STANATURE:	i
.5		186		

ORLANDO WATER INC 3840 COMMERCE LOOP ORLANDO, FL 32808 4072957711		RVICE WORK-DRDER Driando Water, In Merce Loop Orlan Phone 407-295-7	c. da FL 32808	*	1
Cashler: Katie Transaction 000282	KD W		CUST ID 18936 DATE PROMISED: DATE CALL RECE	05/25/16 IVED: 05/26	sp. 245°
Total \$103.84	A CUCT 1		BALANCE FORWAR 'E INSTALLED: Ø		
DEBIT CARD SALE \$103.84		OF WARRANTY		IN WARRANT	٧
25-May-2016 12:03:04P \$103.84 Method: EMV US DEBIT XXXXXXXXXXXX4819 ARAN GLENN CARTER Ref #: 614600000270 Auth #: 632762	EROXIDE 1	3 \$48.75 + TAX E	D IN BY :GLENN ACH. BESCRIPTION		
MID: 825327234886		·			and the time time that they do not the time
AID: A0000000980840 AthNtwkNm: INTERLINK		} } ->>>	SEKAICE	CHARGE	
RtInd: DEBIT			LABOR C	HARGE	ī
PIN VERIFIED	PH TDS	000	C~	QUA 1075	OI
Online: https://clover.com/ p/44TZHR1XDE3XP	l	1 - CCD-5-4	a heloxide	- 88 V	1
	1		officers have been pass from their pass and the same have have been	i	i
44TZHR1XDE3XP		i i		Į.	t
				I ·	!
		1 1		•	ŧ
HOURS	•		and high ring were took horizont with an AAA plong has, was horizontally	1	1
DATE SERVICED		i. ı		Ī	I
Α	.22	i	178 min 744 474 was 1844 min may beg to a fine you crit has	ı	1
		1		£	I
	90		SUB TOTA	L \$Q	150
		i	*	t	1
		1		I	i
		ı		ľ	I
		DRAN (0,59	6 TAX % (<u>034</u>	
			AMOUNT D	UE \$ \	4.84
		CHECK #	AMOUNT P	AID \$	

PARTS AND SERVICE RECEIVED BY X VV July (26)

REMARKS : Pay this within ten days. Statements sent to over due accounts only. This company will not be responsible for cash paid to delivery or service man.

STE Electrical Systems, Inc.

P.O. Box 2011

Apopka, FL 32704-2011

Bill To

Invoice

Date	Invoice #
4/22/2016	2820

Bill To					Ship To			_\\\
Glen Carte P.O. Box 2 Apopka, F	2012							£
P.O. Number	Terms	Rep	Ship	Via	F.O.	В.	Pro	oject
	Due on receipt	t JSD	4/22/2016					
Quantity	Item Code		Description		U/M	Price E	ach	Amount
#	Electrical Service	Wiring to Well	vice Appointment: 0 and Provision Wiri ounty Included.	ng for A/C. Permi			1,005.00	1,005.00
2			e (e) g	š ť	-			
	Fi .			XV				
een a pleasure w	orking with you!		· · · · · · · · · · · · · · · · · · ·			Total	F	\$1,005.00

STE Electrical Systems, Inc.

Invoice

P.O. Box 2011 Apopka, FL 32704-2011

Bill To

Glen Carter

Date	Invoice #
4/6/2016	2759

P.O. Box Apopka, 1	2012 Fl. 32704	ie.						
					9			
P.O. Number	Terms	Rep	Ship	Via	F,O	.B.		Project
	Due on receip	t JSD	4/6/2016				- WI	
Quantity	Item Code		Description		U/M	Pric	e Each	Amount
	Electrical Service	PCI.					1,160.00	1,160.00
's been a pteasure v	vorking with you!					Total	·	\$1,160.00
		·				*		

Ship To

Hunter Concrete

ESTIMATE

3730 Kentucky Street Sanford, FL 32773 407-322-7979

DATE 4/14/2016

ESTIMATE FOR:	JOB ADDRESS
Glen Carter 3239 Onditch Rd. Apopka Fl.	

ITEM	DESCRIPTION	TOTAL
sidewalks	form and pour concrete sidewalks—Install 4' concrete sidewalk from circle to front door and garage. Install concrete parking pad 24 x 16 at garage door. Concrete to be 4" thick, 3000 lb. with fibre mesh reinforcing. Concrete and pump included.	3,700.00
	a a	
5 g		
		le
	TOTAL	\$3,700.00

Headwater Farms, LLC

Zellwood, FL 32798

Invoice

Date	Invoice#
4/22/2016	1847

Bill To			Ship To	
Glenn Carter 3239 Ondich Rd Apopka, Fl 32712				
	25			
			8	

P.O. Number	Tems	Rep	Shìp	Via	F.O.B.		Project
			4/22/2016		22		
Quantity	Item Code		Descript	ion	Price Ea	ich	Amount
2.5 15	Service Load(s) Load(s)	Sales Tax		-	Files Ea	1,000.00 150.00 450.00 0.00%	2,500.0 2,250.0 1,800.0 0.0
	4-4		, , , , , , , , , , , , , , , , , , ,				
					Total		\$6,550.00

Headwater Farms, LLC

Zellwood, FL 32798

Bill To

Invoice

Date	Invoice #		
4/29/2016	1851		

Glenn 3239 O Apopki	Carter ndich Rd a, F1 32712					and the management	11 = 12	
P.O. Number	Terms	Rep	Ship	Via	F.	.О.В.	1	Project
			4/29/2016					
Quantity	Item Code		Descrip	otion		Price Eac	:h	Amount
1	Load(s) Service	Delivered 5 1 day of skid Sales Tax	loads of asphalt milling is teer work	gs to 3239 Ondich		- 1	450.00 1,000.00 0.00%	2,250.00 1,000.00 0.00
						Total		\$3,250.00

Ship To

ADDL HOSE SUBTOTAL

0.00

More saving. More doing.

1530 E HWY 50 CLERMONT, FL 34711 (352)242-1870

6375 00014 10661 06/10/16 03:06 PM CASHIER FRANCISCO

ORDER ID: H6375-5196
RECALL AMOUNT 4628.00
----Save up to \$800 on Appliances----4628.00 Appliances BMSM -400.00
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTĂĽ 4,228.00 SALES TAX 274.82 TOTAL \$4,502.82 XXXXXXXXXXXXXXXX3047 DTSCOVER 4,502.82 AUTH CODE 01054R/7142467 TA



THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY ONLINE PICK-UP IN STORE AVAILABLE NOW ON HOMEDEPOT.COM. CONVENIENT, EASY AND MOST ORDERS READY IN LESS THAN 2 HOURS! CE - Continued

Last Name: CARTER

Page 2 of 3

No. H6375-5196

6375 00014 10661 32 FBZ3G2 06/10/16 SALE 03:06 PM - CONTINUATION DOCUMENT --PAGE 1 TO: CUSTOMER H.ENN CARTER ADDL MOSE SUBTOTAL 0.00 SUBTOTAL 4,228.00 CITY: APOPKA UNTY: ORANGE SALES TAX RATE: 6.5 MERCHANDISE TOTAL XXPAGERXXXX3047 DISCOVER **ERNATE PHONE:** END OF VENDOR DIRECT SHIP

ERCHANDISE & SERVICES

ORDER TOTAL	\$4,628.00
SALES TAX	\$300.82
TOTAL	\$4,928.82
BALANCE DUE	\$4,928.82

/ deny returns. Please see the return policy sign in stores for details."

END OF ORDER No. H6375-5196

CONSENT AGENDA ITEM

#25

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Linda S. Brehmer Lanosa, Deputy General Counsel Linda Standa Standa

DATE:

June 29, 2017

RE:

Central Florida Expressway Authority v. Kenneth W. Morris,

Case No.2015-CA-006557-O, Project 429-205, Parcels 287/887

Owner: Kenneth W. Morris

Address: 2121 Haas Road, Apopka, Florida

BACKGROUND

The property owner, Kenneth Morris, accepted the offer of judgment served by the Central Florida Expressway Authority ("CFX"). The offer of judgment totaled \$1,442,000, excluding attorney's fees, expert fees, and costs. The property was appraised at \$1,030,000 for Parcel 287 and \$3,060 for Parcel 887. As part of full compensation and as required by Section 73.091, Florida Statutes, CFX is required to pay all reasonable costs incurred in the defense of the proceedings by the owner, such as reasonable appraisal fees.

OWNER'S REQUESTED EXPERT FEES

Counsel for the owner provided CFX with eleven (11) invoices, copies of which are attached. The invoices total \$167,430.84 as described below.

Expert	<u>Field</u>	<u>Invoice</u>
Calhoun, Dreggors & Associates	Appraiser	\$34,888.00
Equable Real Estate Solutions LLC	Appraiser	10,176.25
(Charles W. Haynes, Jr., GAA)		
MEI Civil (Dan Morris)	Engineer	31,326.75
VHB (Jim Hall)	Planner	31,535.35
Lakemont Group (Joshua Harris)	Market Analyst	15,557.50
Buchheit	Surveyor	29,324.64
Grove Scientific & Engineering (Golden)	Geologist	1,147.50
HSA Golden	Hydrologist	780.00
JTS Tech (Jerry Holder)	Tech Support	1,065.60
Aerial Cartographics of America	Historical Aerials	479.25
Ed Williams	Planner	11,150.00
Total		\$167,430.84

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



Project: 429-205, Parcels 287/887

Page 2 of 3

The owner and his experts expended considerable time analyzing whether the Wekiva Parkway project blighted the owner's property and the surrounding area.

ANALYSIS

In order to determine the reasonableness of the expert fees requested, counsel for CFX or its experts reviewed the invoices, reviewed the expert's files, and discussed the invoices and services rendered with the experts. By questioning and eliminating items that appeared redundant or unnecessary, the invoices were adjusted downward by approximately \$25,000. A breakdown of the proposed payment per invoice is below.

Expert	<u>Invoice</u>	Settlement
		<u>Proposal</u>
Calhoun, Dreggors & Associates	\$34,888.00	\$29,000.00
Equable Real Estate Solutions LLC	10,176.25	8,141.00
(Charles W. Haynes, Jr., GAA)		
MEI Civil (Dan Morris)	31,326.75	26,851.00
VHB (Jim Hall)	31,535.35	25,500.00
Buchheit	29,324.64	26,530.54
Lakemont Group (Joshua Harris)	\$15,557.50	13,500.00
Grove Scientific & Engineering	1,147.50	1,147.50
(Golden)		
HSA Golden	780.00	780.00
JTS Tech (Jerry Holder)	1,065.60	1,065.60
Aerial Cartographics of America	479.25	479.25
Ed Williams	11,150.00	9,500.00
Total	\$167,430.84	\$142,494.89

By comparison, CFX retained four experts and expended \$38,191.72 in expert fees to date, but CFX's experts had not yet started preparing for discovery or trial in this matter. To prepare for trial, CFX's experts would need to expend additional time, including time addressing the new issues raised by the owner's experts. Further, CFX may need to retain additional experts for rebuttal purposes, raising CFX's internal costs.

As an additional factor to consider, CFX, as the condemning authority, is responsible for attorney's fees incurred by the owner for supplemental proceedings, such as the determination of reasonable expert fees. In addition to the cost of the owner's attorney's fees, CFX would need to consider the cost of its own attorney's fees and its own expert fees. Thus, the cost of supplemental proceedings would be in the thousands of dollars or more depending on the circumstances.

Project: 429-205, Parcels 287/887

Page 3 of 3

REQUESTED ACTION

Board approval is requested to accept the settlement in the amount of \$142,494.89 in settlement of all expert fees and costs associated with the taking of Parcels 287/887. The proposed settlement would resolve all remaining claims whatsoever arising from the taking of Parcels 287/887.

The Right of Way Committee recommended approval on June 28, 2017.

Attachments: Map and Aerial of Property

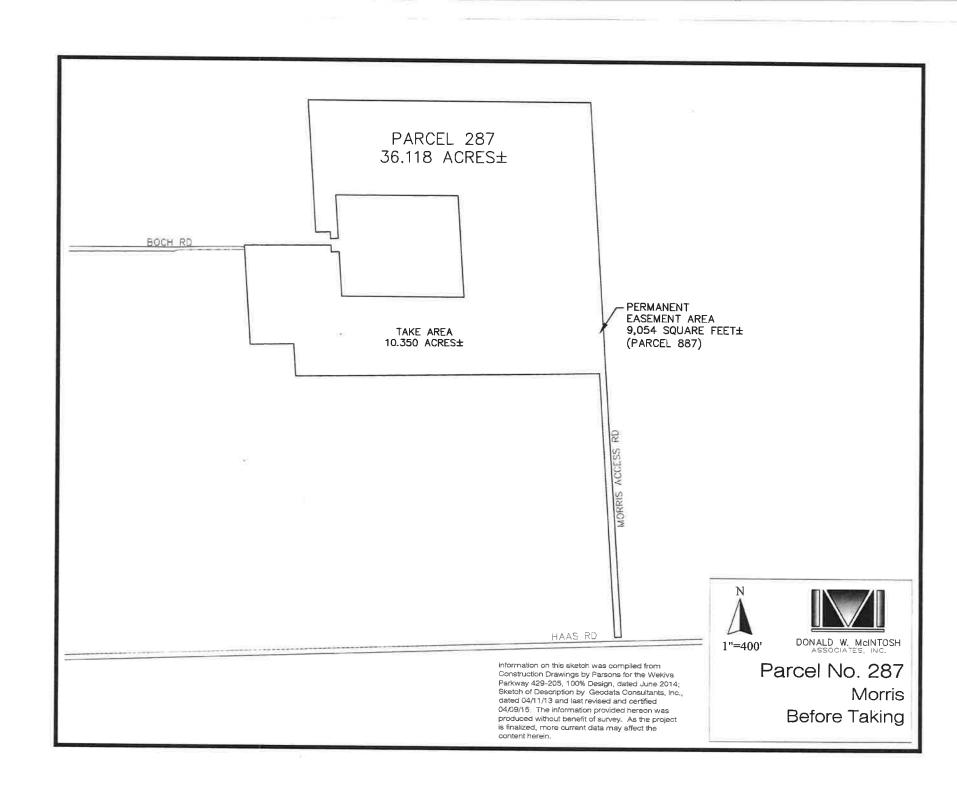
Invoices

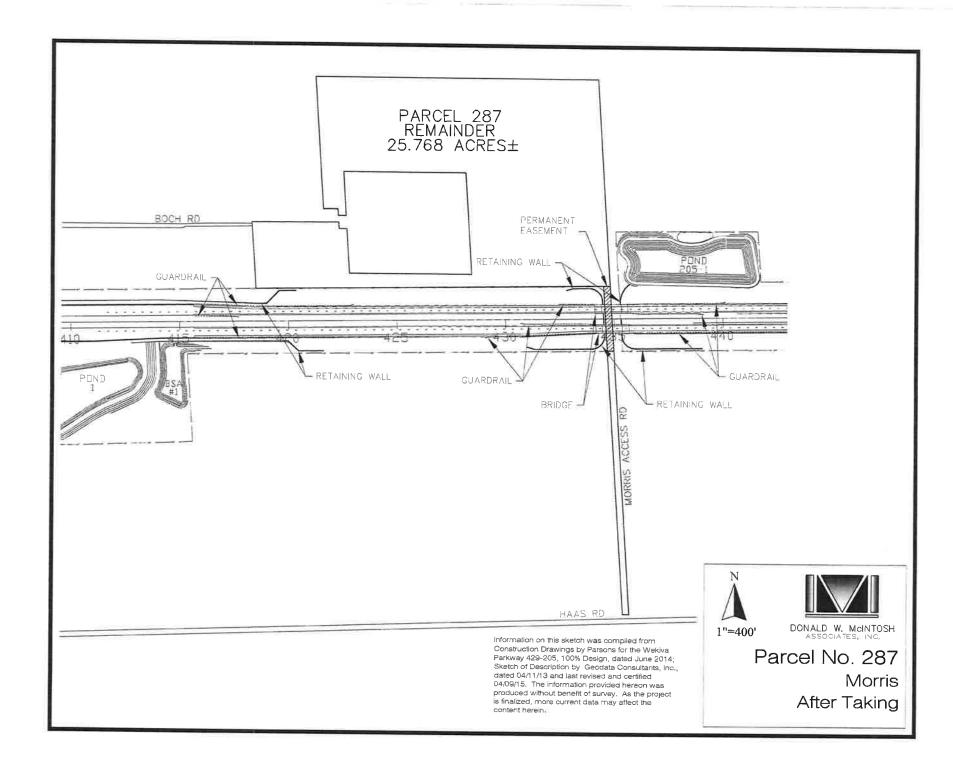
Settlement Agreement

Reviewed by: Joseph Missiatre









MORRIS EXPERT INVOICES

<u>Expert</u>	Invoice Date	Hours	Amount
Dreggors	01/18/17	165.5	\$34,888.00
Haynes	01/17/17	52.25	\$10,176.25
MEI	01/23/17	169.50	\$31,326.75
VHB	03/20/17	202.50	\$31,535.35
Harris	02/06/17	49.7	\$15,557.50
Buchheit	01/18/17	272	\$29,324.64
Grove (Golden)	02/16/17	8.5	\$1,147.50
HASGolden	04/30/15	5.5	\$780.00
Holder	01/16/17	8.88	\$1,065.60
Arial Cartographers	03/28/16		\$479.25
Ed Williams	01/27/17	44.6	\$11,150.00
		TOTAL:	\$167,430.84

34,688.00 +

10,176.25 +

31,326.75 +

31,535,35 +

15,557,50 +

29,324.64 +

1,147.50 +

780°C0 + 1,065.60 +

479°25 +

11,150.00 +

167,430.84 *

Calhoun, Dreggors & Associates, Inc.

Real Estate Appraisers & Consultants

January 18, 2017

Raymer F. Maguire, Esq. c/o Maguire Lassman 605 East Robinson Street Suite 140 Orlando, FL 32801

RE:

Owner:

Morris

Project:

Wekiva Parkway

Parcel No.: 287/887

County:

Orange

INVOICE

Inspect subject property, meetings with owner, sales research/analysis, conferences with owner's representative, conferences with owners and experts, review taking and impacts to property, review land planning issues, analysis of potential for fill, analysis of land use and valuation/mining issues, analysis of highest and best use, review land planning information on other parcels in the area, analysis of access to subject before and after/ highest and best use, review engineering analysis, analysis of sales, inspect sales, review land planning report, review sales data for 2006 date of value analysis. begin analysis of land sales within and outside the project area, study research.

Abrams Schmidt:

106.25 Hrs. x \$175/Hr. =

\$18,594

Dreggors:

59.25 Hrs. x \$275/Hr. =

16,294

Total

\$34,888

Thank you,

Richard C. Dreggors, GAA President

RCD/ddp

OWNER	MORRIS	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

0001177	ONANGE	
DATE	TYPE OF SERVICE	IOURS
12/04/14	REVIEW OF FILE AND OWNER DOCUMENTS.	1.25
12/17/14	REVIEW OF FILE AND SUBJECT DATA; PREPARED FOR CONFERENCE CALL.	3.25
12/18/14	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH OWNER AND REPRESENTATIVE.	1.50
12/19/14	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.00
02/10/15	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.50
03/03/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.50
03/24/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.25
04/14/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.75
05/26/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.50
06/16/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.50
08/11/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.50
10/05/15	PREPARE FOR AND CONFERENCE WITH OWNER AND OWNER'S REPRESENTATIVE.	1.25
10/19/15	CONFERENCE CALL WITH OWNER AND HIS REPRESENTATIVE.	0.50
11/03/15	CONFERENCE CALL WITH OWNER AND EXPERTS; ANALYSIS OF SALES.	3.75
11/17/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ANALYSIS OF CONDEMNOR'S AFTER VALUE.	3.25
11/18/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW OF CONTRACTOR'S ESTIMATE.	1.00

OWNER	MORRIS	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DĀTE	TYPE OF SERVICE	HOURS
11/19/15	MEETING WITH RICK TO REVIEW RELOCATION INFORMATION AND RCN ESTIMATES.	1.00
11/20/15	ANALYSIS OF RELOCATION VALUES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	1.50
12/08/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.50
12/22/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.25
12/23/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	1.50
01/06/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.75
01/20/16	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	2.00
01/27/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.25
02/17/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE AND OWNER.	0.50
02/23/16	CONFERENCE CALL WITH OWNERS.	0.75
04/04/16	CONFERENCE CALL WITH EXPERTS.	0.50
04/06/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS; REVIEW OF UPDATED LAND PLANNING REPORT; MEETING WITH RICK.	2.25
04/11/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.25
04/13/16	REVIEW OF ENGINEERING EXHIBITS; PREPARE FOR CONFERENCE CALL.	1.25
04/14/16	ASSIST WITH APPRAISAL.	1.75
04/18/16	ASSIST WITH APPRAISAL; WORK ON EXHIBITS FOR REPORT; CONFERENCE CALL WITH EXPERTS.	4.25
04/20/16	CONFERENCE CALL WITH EXPERTS.	0.25

OWNER	MORRIS	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/25/16	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	1.00
05/16/16	RESEARCH/ANALYSIS OF SALES; ASSIST WITH APPRAISAL; REVIEW OF EXPERT REPORTS; CONFERENCE CALL WITH EXPERTS.	5.00
05/17/16	RESEARCH/ANALYSIS OF SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ASSIST WITH APPRAISAL; WORK ON SALE WRITE-UPS.	3.75
05/18/16	ASSIST WITH APPRAISAL.	4.50
05/19/16	ASSIST WITH APPRAISAL; RESEARCH/ANALYSIS OF RENTS; CONFERENCE CALL WITH EXPERTS; ANALYSIS OF UPDATED SALES DATA.	6.00
05/20/16	RESEARCH AND VERIFYING SALES; ASSIST WITH APPRAISAL; CONFERENCE CALL WITH EXPERTS; MEETING WITH RICK.	3.00
05/23/16	ASSISTED WITH APPRAISAL; RESEARCH/ANALYSIS OF SALES.	4.00
05/24/16	CONFERENCE CALLS WITH EXPERTS; ASSIST WITH REPORT; WORK ON VERIFICATIONS.	2.25
05/25/16	CONFERENCE CALL WITH EXPERTS; ANALYSIS OF SALES.	3.50
05/26/16	CONFERENCE CALL WITH EXPERTS; ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW.	2.25
05/31/16	ASSISTED WITH APPRAISAL; CONFERENCE CALL WITH EXPERTS.	2.50
06/01/16	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	2.50
06/03/16	ASSISTED WITH APPRAISAL.	3.00
06/06/16	REVIEW CONDEMNATION BLIGHT DOCUMENTS.	2.00
08/02/16	MEETING WITH RICK TO REVIEW STUDY ASSIGNMENT.	1.25
10/18/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.00

OWNER PROJECT PARCEL(S) COUNTY	WEKIVA PARKWAY	IEY ABRAMS SCHMID	
DATE	TYPE OF SERVICE	HOURS	
10/25/16	ANALYSIS OF SALES; UPDATE AFTER SALES RESEARCH; MEETING WITH RICK TO REVIEW.	2.50	
10/26/16	ANALYSIS OF SALES; PREPARE SUMMARY ANALYSIS IN PREPARATION FOR CONFERENCE CALL.	3.00	
11/01/16	CALL WITH EXPERTS.	0.50	
11/04/16	ASSISTED WITH APPRAISAL; SALES ANALYSIS.	3.00	
11/07/16	CALL WITH EXPERTS; WORKED ON AFTER SALE WRITE-UPS.	3.25	
11/08/16	WORKED ON EXHIBITS FOR SALES; ASSISTED WITH APPRAISAL.	2.00	
11/22/16	CALL WITH OWNER'S REPRESENTATIVE AND JIM GOLDEN.	0.50	
12/13/16	MEETING WITH RICK TO REVIEW DAMAGE ANALYSIS; REVIEW PROPOSED SETTLEMENT DOCUMENTS; CALL WITH OWNER'S REPRESENTATIVE.	2.25	
	TOTAL HOURS	106.25	

OWNER	MORRIS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

·	The state of the s	
DATE	TYPE OF SERVICE	HO UR S
10/26/11	PREPARE FOR AND INSPECT SUBJECT; MEET WITH OWNER.	2.00
09/18/13	INSPECT LAND SALES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.50
10/04/13	ASSIST WITH SALES RESEARCH OF VACANT PARCELS IN WEST ORANGE COUNTY.	1.25
07/21/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO SET UP INSPECTION.	0.25
07/28/14	PREPARE FOR AND ASSIST WITH SUBJECT PROPERTY INSPECTION; CONFERENCE WITH OWNER'S REPRESENTATIVE.	2.25
12/18/14	PREPARE FOR CONFERENCE CALL WITH OWNERS AND EXPERTS.	1.25
12/19/14	CONFERENCE CALL WITH THE PLANNER.	1.00
01/05/15	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW TAKING AND IMPACTS TO PROPERTY IN THE AREA.	0.75
02/10/15	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW LAND PLANNING ISSUES; REVIEW POTENTIAL FOR FILL FROM PARCEL.	1.75
02/16/15	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING HIGHEST AND BEST USE BEFORE THE TAKING.	0.50
03/03/15	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW LAND USE AND VALUATION/MINING ISSUES.	0.75
03/24/15	CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.25
04/14/15	CONFERENCE WITH EXPERTS TO DISCUSS AND REVIEW HIGHEST AND BEST USE.	°0.75
09/10/15	REVIEW VALUATION ISSUES WITH OWNER'S REPRESENTATIVE.	1.00
10/04/15	REVIEW VHB PLANNING ANALYSIS IN PREPARATION OF CONFERENCE CALL.	1.75

OWNER	MORRIS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	<i>287/887</i>	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/23/15	REVIEW INFORMATION ON THE EFFECT OF THE WEKIVA PARKWAY LEGISLATION FROM 2004 IN THE MT. DORA PAPER.	0.75
11/13/15	ANALYSIS OF HIGHEST AND BEST USE; REVIEW LAND PLANNING INFORMATION ON OTHER PARCELS IN THE AREA.	1.75
11/17/15	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW HIGHEST AND BEST USE OF SUBJECT AND SALES DATA.	1.25
11/19/15	MEETING WITH ASSOCIATE TO REVIEW VALUATION.	1.00
12/22/15	PREPARE FOR CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING CLAY ON THE SUBJECT PARCEL.	0.25
12/23/15	PREPARE FOR AND CONFERENCE WITH ENGINEER, OWNER AND OWNER'S REPRESENTATIVE REGARDING CLAY AND FILL AVAILABLE FOR THE PROPERTY.	1.75
01/06/16	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS; DISCUSS SOIL/EXCESS FILL.	0.50
01/20/16	PREPARE FOR CONFERENCE CALL WITH NUMEROUS EXPERTS; CONFERENCE WITH OWNER AND OWNER'S REPRESENTATIVE; REVIEW HIGHEST AND BEST USE OF PARCEL; REVIEW SOILS INFORMATION AND VALUE OF FILL.	1.75
02/23/16	CONFERENCE WITH OWNER AND ENGINEER REGARDING SCOPE OF ASSIGNMENT.	0.50
04/04/16	PREPARE FOR CONFERENCE CALL AND REVIEW ACCESS TO SUBJECT.	0.50
04/06/16	CONFERENCE WITH EXPERTS AND OWNERS; REVIEW VHB REPORT; MEETING WITH ASSOCIATE TO DISCUSS.	2.75
04/11/16	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW ACCESS TO SUBJECT BEFORE AND AFTER/ HIGHEST AND BEST USE.	0.75

OWNER	MORRIS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/25/16	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW ENGINEERING ANALYSIS.	1.50
05/02/16	PREPARE FOR CONFERENCE CALL WITH EXPERTS.	0.50
05/09/16	PREPARE FOR AND CONFERENCE WITH ENGINEER AND LAND PLANNER.	0.75
05/16/16	CONFERENCE CALL WITH EXPERTS TO REVIEW LAND PLANNING ISSUES.	1.50
05/17/16	REVIEW SALES AND VHB REPORT.	1.00
05/19/16	PREPARE FOR AND CONFERENCE WITH EXPERTS TO REVIEW MEI REPORT AND LAND PLANNING/ HIGHEST AND BEST USE; REVIEW EARLY SALES DATA.	1.50
05/20/16	PREPARE FOR AND CONFERENCE WITH ASSOCIATE AND LAND PLANNER.	0.50
05/24/16	CONFERENCE WITH EXPERTS; REVIEW HIGHEST AND BEST USE BEFORE AND AFTER.	4.25
05/25/16	CONFERENCE WITH EXPERTS; REVIEW SALES DATA FOR 2006 DATE OF VALUE ANALYSIS.	3.25
05/26/16	CONFERENCE WITH PLANNERS AND ENGINEER; MEETING WITH ASSOCIATE.	1.25
05/31/16	CONFERENCE WITH EXPERTS.	1.25
06/01/16	PREPARE FOR CONFERENCE WITH EXPERTS.	1.75
06/03/16	BEGIN ANALYSIS OF LAND SALES WITHIN AND OUTSIDE THE PROJECT AREA.	1.50
06/13/16	REVIEW LAND PLANNING ISSUES AND CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.50
06/16/16	PREPARE FOR AND PARTICIPATE IN CONFERENCE CALL WITH EXPERTS AND OWNER.	0.75
07/31/16	ASSIST WITH LAND SALES ANALYSIS OF LAND INSIDE AND OUTSIDE PROJECT AREA.	1.50
08/02/16	ASSIST WITH STUDY RESEARCH; REVIEW WITH ASSOCIATE.	1.25

OWNER	MORRIS	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	287/887	
COUNTY	ORANGE	

160 = 160 ×

COUNTY	ORANGE	ere militare e e e e e e e e e e e e e e e e e e
DATE	TYPE OF SERVICE	HOURS
10/25/16	REVIEW SALES WITH ASSOCIATE.	0.50
10/31/16	PREPARE FOR CONFERENCE WITH EXPERTS TO REVIEW SCOPE OF WORK NEEDED TO FINISH.	0.50
11/01/16	CONFERENCE CALL WITH EXPERTS.	0.50
11/22/16	PREPARE FOR AND CONFERENCE WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.50
12/13/16	MEETING WITH ASSOCIATE TO REVIEW CFX OFFER; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW.	_2.25
	TOTAL HOURS	59.25

Equable Real Estate Solutions LLC.

Real Estate Appraisers & Consultants 2112 Sunnydale Boulevard, Suite E, Clearwater, Florida 33765 (727) 362-5110

January 17, 2017

Mr. Raymer F. Maguire III Maguire Lassman P.A. 605 E. Robinson Street Suite 140 Orlando, FL 32801

In Reference To:

Morris Property

Wekiva Parkway (State Road 429)

Parcel 287/887 Orange County

INVOICE

Analysis of subject property, subject neighborhood, and market trends; research and analyze highest and best use issues for subject property; analysis of take and damage issues; and discuss various issues with client.

D. L. Beaugrand:

32.25 Hrs. @ \$145.00/Hr.

4,676.25

C. W. Haynes

20.00 Hrs. @ \$275.00/Hr.

<u>5,500.00</u>

TOTAL INVOICE AMOUNT:

\$10,176.25

Thank You.

Charles W. Haynes, Jr., GA

President

State-Certified Ğeneral Real Estate Appraiser RZ2244 Invoice submitted to:

Mr. Raymer F. Maguire III Maguire Lassman, PA 605 E. Robinson Street Suite 140 Orlando, FL 32801

January 17, 2017

In Reference To: Morris Property

Parcel 287/887

State Road 429/Wekiva Parkway Central Florida Expressway Orange County

Invoice #10890

Professional Services

				Hours			
	Donna Beaugrand						
11/10/2016	/10/2016 OPEN FILE; PRINT OUT SUBJECT FILE AND BEGIN PROCESSING DATA.						
11/12/2016	CONTINUE PRINTING OUT FILE AND PROCESSING SUBJECT DATA; ANALINFORMATION	YSIS	OF	7.00			
11/14/2016 CONTINUE PRINTING OUT FILE AND PROCESSING SUBJECT DATA; ANALYSIS OF INFORMATION							
11/15/2016	CONTINUE PRINTING OUT FILE AND PROCESSING SUBJECT DATA; ANALINFORMATION	YSIS	OF	7.50			
11/16/2016	CONTINUE PRINTING OUT FILE AND PROCESSING SUBJECT DATA; ANALINFORMATION	YSIS	OF	4.75			
	SUBTOTAL:	[32.25	4676.25			
	Haynes, Charles						
	ANALYSIS OF DATA; ANALYSIS OF SUBJECT PROPERTY AND NEIGHBORN ANALYSIS OF SUBJECT DATA AND HISTORY OF PROPERTY/MARKET.	100D).	5,00			
11/11/2016 ANALYSIS OF DATA; ANALYSIS OF SUBJECT PROPERTY AND NEIGHBORHOOD. ANALYSIS OF SUBJECT DATA AND HISTORY OF PROPERTY/MARKET.							
11/17/2016 ANALYSIS OF DATA; ANALYSIS OF SUBJECT PROPERTY AND NEIGHBORHOOD. ANALYSIS OF SUBJECT DATA AND HISTORY OF PROPERTY/MARKET.							
	ANALYSIS OF DATA; ANALYSIS OF SUBJECT PROPERTY AND NEIGHBORH ANALYSIS OF SUBJECT DATA AND HISTORY OF PROPERTY/MARKET.	HOOD	60	3.50			
	SUBTOTAL:	[20.00	5500.00]			
		-		Amount			
	For professional services rendered		52.25	\$10,176.25			

please make checks payable to:

m e i civi

964 Lake Baldwin Lane,, Suite 200 Orlando, FL 32814 407-893-6894 fax 407-893-6851

bill to:

Raymer F. Maguire, III, Esquire Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, Florida 32801

Invoice Date:

1/23/2017

Invoice Number:

191018H-1

Invoice Amount Due:

\$31,326.75

JOB: SR 429, Parcel 287 Morris

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (DLM)	4.0	\$265.00	\$1,060.00	\$1,060.00
Senior Project Manager (KSH)	100.0	\$210.00	\$21,000.00	\$21,000.00
Senior Designer (JRR)	49.0	\$125.00	\$6,125.00	\$6,125.00
Designer (MP)	16.5	\$100.00	\$1,650.00	\$1,650.00
	J		Subtotal	\$29,835.00
			Expense (5%)	\$1,491.75
			Total Fee Due	\$31,326,75

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Daniel L. Morris, P.E.

191018H

Job Name

SR429, P287, Morris

Ī	Date	Hours	Task	Work Description
	8/11/2015	4.0		review CFX appraisal report, prepare for and attend conf call
Total .	Hours:	4.0		

Work Descriptions for Kevin S. Hebert, PE

191018H

Job Name

SR 429. P287, Morris

Date	Hours	Work Description
9/1/2015	2.0	Analysis, research
9/3/2015	1.0	Analysis, coord.
9/9/2015	0.5	Analysis, coord.
9/10/2015	0,5	Analysis, coord.
10/20/2015	3.0	Prep and attend mtg
11/3/2015	1,5	Prep and attend conf call, analysis
12/23/2015	2.0	Prep and attend conf call, analysis
1/20/2016	3.0	Prep and attend conf call, analysis
2/2/2016	0,5	Prep and attend conf call / coordination, etc.
2/11/2016	2.5	Prep and attend conf call, analysis
2/23/2016	3,0	Prep and attend conf call
3/8/2016	1.5	Prep and attend conf call, analysis
3/11/2016	1.0	Esmt analysis, coord with survey
3/15/2016	1,0	Esmt analysis, coord., const. plan review
3/17/2016	1.0	Prep for site visit, research
3/18/2016	5.0	prep and attend site visit
3/21/2016	1.0	Coord with survey, exhibits prep
3/22/2016	2.0	Prep and attend conf call, analysis
3/23/2016	1.0	analysis, exhibit review
3/24/2016	1.0	analysis, exhibit review cont.
4/4/2016	1.5	Prep and attend conf call, analysis
4/6/2016	1.0	Prep and attend conficall, analysis
4/11/2016	1.5	Prep and attend conficell, analysis
4/13/2016	8.5	Prep and attend conficall, access review and analysis, exhibits

4/18/2016	1.5	Prep and attend conf call
4/19/2016	7.0	PER, analysis, exhibits
4/20/2016	4.5	PER, analysis, exhibits cont
4/21/2016	1.5	Prep and attend conf call
4/25/2016	1.5	Prep and attend conf call
5/2/2016	1.0	Exhibit update cont.
5/2/2016	3.0	PER, analysis, exhibits
5/9/2016	2.0	Prep and attend CC
5/16/2016	2.5	Prep and attend conf. call, analysis of volumes, etc.
5/19/2016	1.0	Cost pro rata share analysis
5/20/2016	4.0	PER updates, analysis, etc.
5/25/2016	2.0	Prep and attend conf. call
6/1/2016	2.0	Prep and attend conf call, pro rata share analysis, city info analysis from 2006
6/2/2016	1.0	Pro rata share analysis - sewer / FM
6/6/2016	0.5	Prep and attend conf call
10/18/2016	2.5	Prep and attend conf. call, photo analysis
10/20/2016	1.5	Prep and attend conf. call, photo analysis cont.
11/1/2016	2.5	Prep and attend conf. cell, analysis
11/2/2016	2.0	Photo analysis cont.
11/7/2016	2,0	Prep and attend conf. call, analysis
11/10/2016	4.0	Prep and attend site visit, clay analysis
11/11/2016	1,5	Geo analysis, coord.
12/9/2016	0.5	Prep and attend conf call
12/14/2016	2.0	Prep and attend conficall, geotech analyis
Total Hours:	100.0	

Work Descriptions for John R. Russell

191018H

Job Name

Wekiva Parkway P287 Morris

Date	Hours	Task	Work Description
3/19/2016	1.0		Download & Review Appraisal
3/19/2016	3.0		Incorporate Survey Into Before Base File & Label
3/20/2016	2.5		Before Conditions Base File - Drafting & Calculations
3/20/2016	0.5		Adjust USGS, FEMA, Aerial & Location Map Exhibits
3/20/2016	1.5		Overall Before Conditions Base File - Drafting & Calculations
3/21/2016	2.5		Assemble & SetUp Sheets From Base files
3/24/2016	6,5		Create Enlarged Easement Exhibit
3/25/2016	1.5		Update Exhibits per Engineer Comments
3/25/2016	1.5		Create Enlarged Easement Exhibit
4/4/2016	1.5		Revise Easement Site Plan per Engineer & Surveyor Comments
4/12/2016	4.0		Create Roadway Plans (SR 429) From FDOT Plans
4/12/2016	2.5		Create AOT Conditions - Boundary Calculations & Drafting
4/13/2016	2.0		Revise & Update Exhibits Per Engineer Comments
4/13/2016	2.0		Shading Parcels, Idendify & Label Multiple Easement Descriptions
4/15/2016	5.0		Create Roadway Plans (SR 429) From FDOT Plans Paving, Drainage & Guardrail
4/15/2016	2.0		Uncured Plan - Boundary Calculations & Drafting
4/18/2016	1.0		Update 8 X 11 Exhibits w/ New Boundary
4/18/2016	2.0		Create Roadway Plans (SR 429) From FDOT Plans - Shading & Coloring
4/18/2016	2.0		Revise FDOT Retaining Walls
4/19/2016	1.5		Revise, Update & Relssue Exhibits per Engineer Comments
4/25/2016	1.0		Revise & Update per Engineer's Comments
5/11/2016	2.0		Preliminary Earthwork Volume Calculations from FDOT Cross Sections
Hours:	49.0		

Work Descriptions for Mitchell Pentecost

191018H

Job Name

SR429, P287/887, Morris

Date	Hours	Work Description
1/4/2016	5.0	Create LIDAR/Aerial drawings and Map exhibits
1/5/2016	2.5	continue work on map exhibits
1/6/2016	5.5	continue work on map exhibits
1/7/2016	3.5	create (3) exhibits: Lldar, photo, combined
al Hours:	16.5	



Invoice

Raymer Maguire, Esq. Fixel Maguire & Willis 1010 Executive Center Drive Suite 121 Orlando, FL 32803 Invoice No:

<Draft>

June 6, 2017

VHB Project No: 61793.00

Invoice Total \$31,847.85

Professional Planning Services for Harvey L & Kenneth W. Morris

Professional Services Thru March 25, 2017

Professional Personnel

	Hours	Rate	Amount
Principal 1	50.50	250.00	12,625.00
Technical/Professional 08	1.00	125.00	125.00
Technical/Professional 07	6.50	125.00	812.50
Technical/Professional 06	2.50	125.00	312.50
Technical/Professional 05	127.00	125.00	15,875.00
Technical/Support 2	15.00	85.00	1,275.00
Technical/Support 5	1.50	95.00	142.50
Totals	204.00		31,167.50

Total Labor 31,167.50

Reimbursable Expenses

Printing

Total Reimbursables

680.35

680.35 680.35

Total this Invoice \$31,847.85

Billings to Date

	Current	Prior	Total
Labor	31,167.50	0.00	31,167.50
Expense	680.35	0.00	680.35
Totals	31,847.85	0.00	31,847.85

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61793.00

Period: 201304

Date	Location	Job Type	User	Total
3/19/2013	Orlando FL	OSS COLOR PRINTING	ERENTA	\$1.07
3/21/2013	Orlando FL	OSS COLOR PRINTING	ERENTA	\$1.07
			Total	\$2.14

Printed on: 1/18/2017 11:10:56 AM



Project Number: 61793.00

Period: 201503

Date	Location	Job Type	User	Total
3/3/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
2/23/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$1.07
3/4/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$25.56
3/5/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$12.78
			Total	\$39.54

Printed on: 1/18/2017 11:12:49 AM



Project Number: 61793.00

Period: 201506

Date	Location	Job Type	User	Total
5/29/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$27.70
			Total	\$27.70

Printed on: 1/18/2017 11:13:07 AM



Project Number: 61793.00

Period: 201507

Date	Location	Job Type	User	Total
6/25/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.52
6/19/2015	Orlando FL	B/W Laser Printing	TJohnson	\$0.90
6/17/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$46.88
6/25/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$19.17
6/19/2015	Orlando FL	Sm Fmt Color Printing	TJohnson	\$13.85
			Total	\$81.32

Printed on: 1/18/2017 11:13:32 AM



Project Number: 61793.00

Period: 201510

Date	Location	Job Type	User	Total
8/31/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$151.24
			Total	\$151.24

Printed on: 1/18/2017 11:14:24 AM



Project Number: 61793.00

Period: 201604

Date	Location	Job Type	User	Total
3/23/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$108.63
			Total	\$108.63

Printed on: 1/18/2017 11:15:03 AM



Project Number: 61793.00

Period: 201605

Date	Location	Job Type	User	Total
4/4/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
4/21/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.64
4/4/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$84.14
4/18/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$11.75
4/21/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$10.66
ii)			Total	\$107.32

Printed on: 1/18/2017 11:15:26 AM



Project Number: 61793.00

Period: 201607

Date	Location	Job Type	User	Total
6/9/2016	Orlando FL	B/W Laser Printing	BNeedler	\$0.78
6/6/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
6/7/2016	Orlando FL	Sm Fmt Color Printing	BNeedler	\$7.49
6/9/2016	Orlando FL	Sm Fmt Color Printing	BNeedler	\$3.21
6/10/2016	Orlando FL	Sm Fmt Color Printing	BNeedler	\$6.40
6/6/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$74.56
			Total	\$92.57

Printed on: 1/18/2017 11:15:57 AM



Project Number: 61793.00

Period: 201702

Date	Location	Job Type	User	Total
1/30/2017	Orlando FL	B/W Laser Printing	katieshannon	\$1.54
1/31/2017	Orlando FL	B/W Laser Printing	katieshannon	\$1.03
2/1/2017	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
2/7/2017	Orlando FL	B/W Laser Printing	katieshannon	\$0.26
2/9/2017	Orlando FL	B/W Laser Printing	katieshannon	\$2.72
1/30/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
1/31/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.14
2/1/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.14
2/7/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$17,04
2/8/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$5.33
2/9/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$24.50
2/14/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$5.33
2/15/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$6.40
			Total	\$69.89

Printed on: 3/20/2017 3:36:14 PM





CARRAGH 11/19/13	<u>ER</u> 0.5 Hr.	Review of contract
11/13/13	0.5 (11)	Neview of contract
D.1.175		
DAVIS 06/10/16	2.0 Hrs.	Timeline Maps
00/10/10	2.0 113.	типение марз
<u>HALL</u>	2011	N. (D. I. C.)
03/21/13	2.0 Hrs.	Mtg. w/Rob Simon
04/01/13	0.5 Hr.	Mtg. w/Rob Simon
02/10/15	2.0 Hrs.	Review of needs for maps with Shannon
02/11/15	1.0 Hr.	Mtg. with Maguire
02/20/15	1.0 Hr.	Review of maps with Shannon
02/23/15	1.0 Hr.	Review of maps/LDC with Shannon
02/24/15	1.0 Hr.	Edits to draft report
02/26/15	0.5 Hr.	Review edits with Shannon
03/03/15	2.0 Hrs.	Tele conference
03/05/15	1.0 Hr.	Tele conference
04/14/15	1.0 Hr.	Team teleconference
05/29/15	1.0 Hr.	Review and edits to DPA
06/11/15	1.0 Hr.	Parkway history research
08/31/15	1.0 Hr.	Review of edits with Shannon
09/25/15	0.5 Hr.	Tele call with Raymer
03/03/16	0.5 Hr.	City meeting
03/25/16	1.0 Hr.	Review of meeting minutes/next steps with Shannon
04/01/16	0.5 Hr.	Meeting with Shannon to set up historic aerials
04/06/16	1.0 Hr.	Expert team conference call
04/18/16	1.0 Hr.	Conference call
04/21/16	1.0 Hr.	Expert team conference call
04/25/16	1.0 Hr.	Review of historic aerials
05/09/16	1.0 Hr.	Doc review





05/10/16	1.0 Hr.	Meeting with Transportation Planners concerning research
05/13/16	1.0 Hr.	Review of PD&E study/WP history
05/16/16	1.0 Hr.	Tele conference with expert team
05/17/16	0.5 Hr.	Research on Wekiva Parkway
05/20/16	0.5 Hr.	Research with Needler
05/26/16	1.0 Hr.	Conference call
05/27/16	2.0 Hrs.	Additions to DPA with Shannon
05/31/16	2.0 Hrs.	Research
06/01/16	1.5 Hrs.	Expert team meeting
06/02/16	0.5 Hr.	In house meeting
06/03/16	1.0 Hr.	Edits to DPA
06/06/16	2.0 Hrs.	Meeting with Shannon
06/10/16	0.5 Hr.	Meeting with Needler concerning research
06/13/16	1.0 Hr.	Prep for meeting; review of research
06/16/16	0.5 Hr.	Meeting
10/18/16	1.0 Hr.	Tele conference
11/01/16	1.0 Hr.	Tele conference
11/18/16	0.5 Hr.	Invoicing
01/27/17	1.0 Hr.	Tele call with Raymer
01/30/17	1.0 Hr.	Review of Plans with Shannon
02/03/17	1.0 Hr.	City of Apopka call
02/09/17	2.0 Hr.	Meeting with Apopka staff about access
02/10/17	1.0 Hr.	Review of memo with Shannon; edits
02/16/17	1.0 Hr.	Raymer tele
HUGHES		
03/21/13	2.5 Hrs.	Prep for and meeting with Rob Simon
01/27/17	1.0 Hr.	Invoicing





JACKOWSK	<u>I</u>	
12/03/12	0.5 hr.	Open new proposal number for Fixel, Maguire & Willis for Eminent Domain Services for Morris and draft proposal; print finals;
12/06/12	0.5 hr.	File and upload Client Authorization for ED services for Fixel Maguire/Morris and set up in BT; prepare new file folders for project.
01/10/13	0.5 hr.	(1) Print, scan and file January 2013 Status Update from Fixel & Maguire re: O/OCEA/SR 429 (Wekiva Pkwy)/Pre-Suit for Kenneth Morris & Harvey Morris; coord. and send invites for quarterly meetings. (2) Coord. site visit w/J.Hall & Maguire to go on site visit to client property.
JOHNSON		
06//09/16	1.5 Hrs.	Corridor Alternatives maps and photoshop
NEEDLER		
05/16/16	1.0 Hr.	WP Research
05/17/16	1.0 Hr.	Research
05/18/16	1.5 Hrs.	WP Research
05/19/16	1.0 Hr.	Research
05/20/16	2.0 Hrs.	Research
05/27/16	1.0 Hr.	Maitland Research
05/31/16	1.0 Hr.	Maitland Boulevard Extension
06/02/16	0.5 Hr.	Maitland research
06/03/16	0.5 Hr.	Beltway Timeline
06/06/16	2.0 Hrs.	Orlando Beltway Timeline
06/07/16	0.5 Hr.	Orlando Beltway Timeline
06/08/16	1.0 Hr.	Research
06/09/16	1.0 Hr.	Made maps at home
06/10/16	1.0 Hr.	Created an excel timeline for Jim & company + added maps + extra research





SHANNON		
02/10/15	1.0 Hr.	Set up for GIS Maps
02/20/15	4.5 Hrs.	GIS Maps for DPA
02/23/15	5.5 Hrs.	Analyzed GIS maps and worked on due diligence report - traffic, soil, topography analysis
02/24/15	1.0 Hr.	Due diligence report - reviewed appraisal sent
03/02/15	3.5 Hrs.	Reviewed Comp Plan policies and past legislation for DPA
03/03/15	1.0 Hr.	Meeting with Raymer and the City about updated property lines and Comp Plan amendment/future zoning concerns for the property
03/04/15	6.5 Hrs.	Updated all gis maps with new property boundary after Mahaffey purchase; updated ldc and future land use designations given recent comp plan change and future rezoning opportunities provided by the City of Apopka after annexation
03/05/15	0.5 Hr.	Conference call with Raymer, edited DPA
03/24/15	1.5 Hrs.	Prepped for meeting today
05/26/15	2.0 Hrs.	Conference call with Raymer, started to edit DPA after reviewing outline of development surrounding the Morris property
05/27/15	4.5 Hrs.	Updated market section in DPA with relevant subdivision developments/comp plan policies related to higher intensity/densities - created graphics as well
05/28/15	4.0 Hrs.	Continued to revise DPA - added MAP H of City of Apopka's development plan, started to address pre-post conditions, reviewed documents related to Solid LLC and applied info to the market analysis.
06/15/15	1.0 Hr.	Reread Wekiva Parkway Primer for relevant historical information
06/16/15	4.5 Hrs.	Conference call with Raymer, modifications and edits to Morris report to include verbiage about Plymouth Sorrento being developed as a main arterial
06/19/15	2.5 Hrs.	Further research on the entitlements granted to Pine Plantation; referenced Wekiva Parkway Protection Act in report; created public lands map in GIS Added research on Stoneybrook Hills to DPA
07/22/15	0.5 Hr _∗	Scanned all documents acquired from the City's Planning Department, set up extranet folder, and shared with all
08/31/15	4.5 Hrs.	Revisions made to draft report with Plymouth Sorrento developed as main arterial, revised character district descriptions per the City's Vision Plan
09/01/15	0.5 Hr.	Meeting with Raymer and Ed Williams
09/15/15	1.0 Hr.	Meeting with Ed Williams/Jim
01/04/16	0.5 Hr.	Organized all files





03/22/16	1.0 Hr.	Tele conference with Matt & Holder about ACA aerials; review of aerials; email correspondence
03/23/16	4.0 Hrs.	Final revisions to DPA; review with Jim; report sent to client
04/01/16	0.5 Hr.	Historic aerials work
04/04/16	0.5 Hr.	Meeting with expert team
04/06/16	0.5 Hr.	Conference call with expert team
04/11/16	1.0 Hr.	conference call/revisions to report
04/14/16	0.5 Hr.	Overview of historic aerials work with Katie D discussion on DOR codes for public lands layer
04/18/16	1.0 Hr.	Conference call with experts
04/19/16	0.5 Hr.	Reviewed revised joint access easement docs from Kevin
04/21/16	1.5 Hrs.	Conference call with Kevin, Ed, Raymer; read through MEI report and reviewed easement and uncured remainder graphics
04/25/16	1.5 Hrs.	Conference call with experts; review of historic aerials with P+D staff
05/09/16	0.5 Hr.	Coordination with team to send/receive various docs related to case
05/16/16	2.5 Hrs.	Tele conference with Raymer, Ed, Jerry, revised exhibits and report; review of 2006 resolution; annexation docs acquired from the City
05/26/16	0.5 Hr.	Reviewed West Area Plan with Jim
05/27/16	4.0 Hrs.	Worked on revised timeline of Wekiva Parkway; meeting with Jim to discuss collection of evidence; revised DPA; coordinated with Katie about creation of Resolution 2007-02 map
05/31/16	3.5 Hrs.	research on 2006 land use
06/01/16	0.5 Hr.	Conference with expert witnesses; revisions to report
06/02/16	0.5 Hr.	Meeting with Ben, Kyle, Katie, Jim about Wekiva Parkway
06/03/16	1.0 Hr.	edits to DPA
06/06/16	5.0 Hrs.	Revisions to DPA; some of GIS graphics with 2015 FLU and Zoning maps; review with Hall; conference call with Maguire Law/Dreggors
06/10/16	1.0 Hr.	Meeting on Parkway Alignments; work in InDesign and GIS on Exhibits
06/14/16	0.5 Hr.	Wekiva Parkway Timeline exhibits
06/15/16	1.0 Hr.	Wekiva Parkway timeline exhibits/beltway timeline exhibits in Photoshop/InDesign
06/16/16	2.0 Hrs.	Meeting at VHB; revisions to Wekiva Parkway history exhibits and timeline
06/20/16	0.5 Hr.	Revisions to timeline exhibits



Invoice

06/24/16	0.5 Hr.	Organized files
06/28/16	0.5 Hr.	Teleconference with Raymer, Dreggors, Courtney, Matt
10/18/16	1.5 Hrs.	Tele call; prep for telephone conference
11/01/16	1.0 Hr.	Tele conference and prep for mtg
11/21/16	1.5 Hrs.	Tele call with Matt about exhibit; work on exhibit in GIS
12/01/16	0.5 Hr.	Expert Witness telephone conference
12/09/16	1.0 Hr.	Meeting with Dreggors, Maguire, Matt, Josh Harris, Harold on history of Wekiva Parkway and development; further research on docs like EIS < PD&E start of creation of graphics
12/12/16	2.5 Hrs.	Series of roadway exhibits in GIS, Photoshop, and InDesign: Wekiva Springshed and Springs exhibit, Municipalities exhibit, Planned Highway Exhibit
12/13/16	0.5 Hr.	Edits to blight graphics
01/11/17	1.0 Hr.	Prep for conference call and conference call with Dreggors, Maguire
01/13/17	0.5 Hr.	Conference call with expert witnesses
01/18/17	0.5 Hr.	Request for Invoice fulfilled
01/30/17	4.5 Hrs.	Review of FDOT Plans; Cross sections
02/01/17	8.0 Hrs.	Rendering of Bridge to spec; Revisions to Cross Section; review of all docs related to Morris Access Road in CFX plans (sheet B1-1 pulled from entire series, pavement markings, etc.; start of plan view Coordination with City of Apopka to set Pre-App
02/03/17	0.5 Hr.	Contact with City to set-up Pre-Ap
02/07/17	2.5 Hrs.	Morris Access Road Plan View in Photoshop/InDesign
02/08/17	1.5 Hr.	Revisions to graphics, prep for meeting with City tomorrow
02/09/17	3.5 Hrs.	Travel to and from Apopka; meeting with Apopka staff; conference call with client after; draft of memo to send to client
02/10/17	0.5 Hr.	Review of memo with Hall
02/14/17	2.5 Hrs.	Draft of memorandum; neighborhood aerial created; review with Jim
02/15/17	2.0 Hrs.	Revisions to memo; report sent to client





Billing Period thru 06/06/2017 Project No.: 61793.00 Project Title: Planning Services Morris

TANIGUCHI

05/12/16 2.5 Hrs. Work on the Wekiva Parkway history

05/31/16 1.0 Hr. Maitland Extension research

06/06/16 2.0 Hrs. Orlando beltway history/timeline

TOFTE

03/24/15 1.0 Hr. GIS

Invoice Number 1 Period Covered – 5/17/16 to 1/31/17

February 6, 2017

To:

Raymer F. Maguire, III Maguire Lassman, P.A. 605 E. Robinson St, Suite 140 Orlando Florida 32801 Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	Hours	RATE	AMOUNT
	Client: Kenneth W. and Harvey Lee Morris Matter: CFX v. Morris et. al. – Parcel 287/887 2121 Haas Road, Apopka, Florida Case No: 2015-CA-006557-O				
See Attached	Meetings and calls with attorneys and clients, review of documents, determine scope of report and research.	JН	10.5	\$350,00	\$ 3,675.00
See Attached	Background research, collection of market data, research on project history, subdivision development, and macroeconomic and demographic factors.	JH TS	6.1 10.5	\$350.00 \$175.00	\$ 2,135.00 \$ 1,837.50
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	лн	22.6	\$350.00	\$ 7,910.00
	SUB TOTAL:				\$ 15,557.50
Expenses	None				\$ 0.00
	TOTAL DUE: NOTE: Bill reflects partial time allocation (25% to other related CFX-Wekiva Parkway cases) Note: Hour Detail Sheet Attached				\$ 15,557.50

Thank you very much for the opportunity to serve.

Joshua A. Harris, Ph. D., CRE, CCIM, CAIA

Managing Partner
Lakemont Group

Payment Instruction via Check: LAKEMONT GROUP C/O JOSHUA HARRIS 2037 SHAW LANE ORLANDO, FL 32814

Hour Detail Sheet

Client: Kenneth W. and Harvey Lee Morris

Matter: CFX Parcel 287/887 - 2121 Haas Road, Apopka FL

Person	Date	Hrs	Description	Allocation Allo	ted Time
JH	5/17/2016	1.2	initial case talk - scope of work - items to research	75%	0.9
JH	5/17/2016	0.7	doc intake and reivew - review subject property	75%	0.5
JH	5/18/2016	1.2	doc intake and reivew - Review CFX appraisal	75%	0.9
JH.	5/20/2016	1.4	call to discuss case issues - issues affecting value	75%	1.1
JH	5/23/2016	1.2	call to discuss case issues - development potential	75%	0.9
JH.	5/24/2016	1	call to discuss case issues - update scope of report	75%	0.8
1H	5/25/2016	3.3	update and research econ indicators	75%	2.5
JH	5/26/2016	0.8	obtain charles wayne data	75%	0.6
JH	5/26/2016	0.7	call to discuss case issues - results of research	75%	0.5
1H	5/26/2016	1	call to discuss case issues - receive update of subject	75%	0.8
JH	5/27/2016	3	research of market area and data collection	75%	2.3
TS	5/27/2016	4	research of market area and data collection	75%	3.0
TS	5/28/2016	2	research of market area and data collection	75%	1.5
JH	5/28/2016	4.5	draft report, set econ data charts	75%	3.4
JH	5/29/2016	3.4	draft report, market data anlayis	75%	2.6
내	5/31/2016	4	draft report - analysis of Project impacts	75%	3.0
JH	6/1/2016	4.5	draft report - analysis of Project impacts	75%	3.4
JН	6/1/2016	1	call to discuss case issues - scope of report/research	75%	0.8
1H	6/2/2016	3.5	anlyze market data, draft report	75%	2.6
TS	6/2/2016	3	research of market area and data collection	75%	2.3
TS	6/2/2016	3	research of market area and data collection	75%	2.3
JH	6/3/2016	4.5	draft report - analysis of housing and real estate mrk	75%	3,4
JH	6/4/2016	3.2	draft report - microeconomics of SW OC	75%	2.4
JH	6/5/2016	2.5	proof and edit report - add econ data	75%	1.9
JH	6/14/2016	0.8	call to discuss case issues - report results of research	75%	0.6
JH	6/15/2016	1	call to discuss case issues - update on valuation issues	75%	0.8
1H	6/15/2016	1	research items - CFX history and project scope	75%	0.8
TS	6/16/2016	2.	research items - CFX history and project scope	75%	1.5
ΙH	6/16/2016	0.8	call to discuss case issues - scope of report/research	75%	0.6
H	11/1/2016		call to discuss case issues - scope of report/research	75%	0.5
IH	12/1/2016		Update file, scope for report and timeline	75%	1.0
Fotal		66.2			49.7

Person Guide

JH - Joshua A. Harris, Ph D., CRE, CCIM, CAIA, Managing Partner

TS - J. Turner Swann, MSRE, Senior Consultant

Payment Instruction via Check: LAKEMONT GROUP C/O JOSHUA HARRIS 2037 SHAW LANE ORLANDO, FL 32814





January 18, 2017

Revised for discussion of a voluntary settlement of Expert Fees on June 14, 2017 (This Revised Invoice is not applicable for any other purpose)

Maguire Lassman, P.A. Attn: Raymer Maguire

605 E. Robinson Street, Suite 140

Orlando, FL 32801

by email: matthew@Maguire-EminentDomain.com

Project Number: 2140010-0001 Client Reference: Morris Parcel Project Reference: 429-204, #287

Work Performed During Period: 8/12/2014 Through 12/31/2016

Summary

		Rate	Amount	
	\$	177.91	\$	V.
54	\$	143.52	\$	7,750.08
	\$	180.90	\$	2961
86	\$	71.76	\$	6,171.36
54	\$	106.15	\$	5,732.10
56	\$	149.50	\$	8,372.00
22	\$	59.05	\$	1,299.10
			\$	29,324,64
	86 54 56	86 \$ 54 \$ 56 \$	54 \$ 143.52 \$ 180.90 86 \$ 71.76 54 \$ 106.15 56 \$ 149.50	54 \$ 143.52 \$ \$ 180.90 \$ \$ 180.90 \$ \$ 106.15 \$ \$ 149.50 \$ \$ 22 \$ 59.05 \$

For Settlement on 6/14/17

Invoice Total			\$ 29,324.64
Courtesy Adjustments			
Clerical (see notes below)	22	\$ 59.05	\$ (1,299.10)
Project Manager (see notes below)	10	\$ 149.50	\$ (1,495.00)
Revised Total Invoice #11231 Rev			\$ 26,530.54

Thank You for Your Business!

6/14/2017

Kimberly A. Buchheit, P.S.M., President

Date

Kindly Remit to:

Buchheit Associates, Inc. Surveyors & Mappers

PO Box 2016 Apopka, FL 32704

For Inquiries:

kbuchheit@buchheitassoc.com

Direct: cell/text 321-689-1057

Notes: Clerical time eliminated, as suggested. Project Manager time reduced by 10 hours for meeting attendance. All other staff performed technical production or field work and did not attend meetings or phone conferences.





January 18, 2017

Maguire Lassman, P.A. Attn: Raymer Maguire

605 E. Robinson Street, Suite 140

Orlando, FL 32801

by email: matthew@Maguire-EminentDomain.com

Project Number: 2140010-0001 Client Reference: Morris Parcel Project Reference: 429-204, #287

Work Performed During Period: 8/12/2014 Through 12/31/2016

Summary

Hours		Rate		Amount
	\$	177.91	\$	-
54	\$	143.52	\$	7,750.08
	\$	180.90	\$	-
86	\$	71.76	\$	6,171.36
54	\$	106.15	\$	5,732.10
56	\$	149.50	\$	8,372.00
22	\$	59.05	\$	1,299.10
			\$	29,324.64
	54 86 54 56	\$ 54 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 177.91 54 \$ 143.52 \$ 180.90 86 \$ 71.76 54 \$ 106.15 56 \$ 149.50	\$ 177.91 \$ 54 \$ 143.52 \$ \$ 180.90 \$ \$ 6 \$ 71.76 \$ 54 \$ 106.15 \$ 56 \$ 149.50 \$ 22 \$ 59.05 \$

Thank You for Your Business!

Kimberly A. Buchheit, P.S.M., President Date

Kindly Remit to:

Buchheit Associates, Inc. Surveyors & Mappers

PO Box 2016 Apopka, FL 32704

For Inquiries:

kbuchheit@buchheitassoc.com Direct: cell/text 321-689-1057

INVOICE

Grove Scientific & Engineering 6140 Edgewater Drive Suite F Orlando, FL 32810 407-298-2282 ar@grovescientific.com



invoice TO Raymer Maguire Maguire Lassman, P.A. 605 E. Robinson St. Suite 140 Orlando, FL 32801 INVOICE NO. 16798 TERMS Net 30 DATE 01/17/2017 DUE DATE 02/16/2017

Po:

Job Description: Clay Soils Study, Conference Calls, Review SR429 Geotechnical Reports.

ACTIVITY	QTY	RATE	AWOUNT
Professional Geologist	1:00	135.00	135.00
Professional Geologist	1:30	135.00	202.50
Professional Geologist	1:00	135.00	135.00

BALANCE DUE: \$472.50

INVOICE

Grove Scientific & Engineering 6140 Edgewater Drive Suite F Orlando, FL 32810 407-298-2282 ar@grovescientific.com

INVOICE TO Raymer Maguire Maguire Lassman, P.A. 605 E. Robinson St. Suite 140 Orlando, FL 32801



INVOICE NO. 16759
TERMS Net 30
DATE 01/05/2017
DUE DATE 02/04/2017 PO

Job Description: Investigate geotechnical reports and evaluate on-site clay.

Project:

Maguire- Morris Case SR 429

ACTIVITY	QTY	RATE	AMOUNT
Professional Geologist	1:00	135.00	135.00
Professional Geologist	3:00	135.00	405.00
Professional Geologist	1:00	135.00	135.00

BALANCE DOE: \$675.00



Invoice

No. 6404 4/30/2015

Raymer F. Maguire, III, Esq. Maguire Lassman, P.A. 605 East Robinson Street, Suite 140 Orlando, FL 32801

Project:

#05-355.003 Morris Clay Mine Study

Task	Position / Description	Work Description	Units	Rate	Amount
Geotechnical Investigati	Professional Hydrogeologist	Conference call with attorney and Mr. Morris; review OCEA soils	3	150.00	450.00
	90	reports			
	· 🔉	<			
	A.	and the selection			
Total - This Inve	oice		ar !	\$4	50.00

Unless otherwise noted, the charges reflected above were incurred during the month of the invoice date. This invoice is payable upon receipt; please review promptly, as we will correct any errors within 30 days of invoice date. Thereafter, this invoice is deemed to be correct and payable in full. A monthly finance charge of 1.5% is added to invoices not paid in 30 days. For billing inquiries, please call 407.649.5475, fax to 407.649.6582, or email info@hsagolden.com.



Invoice

No. 6313 2/28/2015

Raymer F. Maguire, III, Esq. Maguire Lassman, P.A. 605 East Robinson Street, Suite 140 Orlando, FL 32801

PAST D

Project:

#05-355.003 Morris Clay Mine Study

Task	Position / Description	Work Description	Units	Rate	Amount
Expert Witness Word Processing	Professional Hydrogeologist Administrative Assistant		2 0.5	150.00 60.00	300.00 30.00
		Site evaluation and conference call			
	2				
			-		
			and a few sections are a few sections and a few sec		
	x ³	,			
Total - This In	nvoice			\$3	30.00

Unless otherwise noted, the charges reflected above were incurred during the month of the invoice date. This invoice is payable upon receipt; please review promptly, as we will correct any errors within 30 days of invoice date. Thereafter, this invoice is deemed to be correct and payable in full. A monthly finance charge of 1.5% is added to invoices not paid in 30 days. For billing inquiries, please call 407.649.5475, fax to 407.649.6582, or email info@hsagolden.com.



January 16, 2017

Invoice Mailing:

Services Completed For:

Mr. Raymer F. Maguire

Attorney at Law Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, FL 32801

Client : Kenneth W. Morris Project : Wekiva - Parkway

County : Orange Parcel : 287

Job Number: ML2016-702A-287

Hourly Rate: \$120.00 Total Hours: 8.88

Summary:

Research and analysis of data, graphics and maps to be used on behalf of the client. Time and details for the services completed are provided on the subsequent pages. All costs for time, travel and materials have been factored in for a comprehensive billing approach.

Thank you,

Jerry Holder

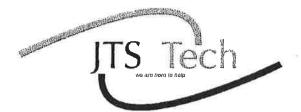
JTS Tech Support Staff

JTSTechelp@gmail.com

(407) 718-7530

Total Invoiced Amount:

\$1,065.60



Client

: Kenneth W. Morris

Project

: Wekiva - Parkway

County

: Orange

Parcel

: 287

Job Number: ML2016-702A-287

Hourly Rate: \$120.00

Total Hours : 8.88

	For Services Rendered Please Remit :	\$1,065.60
Date and Detail		Time
5/16/16		
Conference call and joinme to review details client. Additional follow ups with VHB on acc	•	3.00
5/23/16		#1 **)
Correspondence sent to Richard Dreggors of		0.63
 Download and indexing of VHB data files for 		
- Correspondence with ML office on findings	and update	
5/31/16		
Join me conference call to discuss data and ic being seen with the cases. Review of potenti be gathered.	•	0.50
6/1/16		
Phone call discussing property usage, zoning a Gaining an understanding of the different per how the Beltway now impacts the property o research with experts as to possible graphics	spectives on before and after conditions of wners ability to utilize his land. Additional	0.50
10/18/16		
Reviewing the case preparing for trial. Taking and the experts on outstanding items and pla - Pictures of Morris access road from Kevin to - Request from Kevin for updated constructio that Morris is in Review of the before and after affects due to	nning. Information included: Matt for review n plans and Geo Tech Report for the section	0.67
11/8/16		
Reviewed sample data from Josh Harris, Smal on various map point programs	sampling uploaded for quick verification	0.38
11/1/16 Conference call and joinme to review details of		0.50
client. Additional follow ups with experts on information. Updates on report usage and de Conference call with Matt and Josh regrading Discussion on options and reasonable method cohesive stream.	tails. High-level reviews of trial deadlines. reports to be potentially mappointed.	1.00

11/18/16	
Join me conference call to discuss data and ideas as to the best way to explain what is being seen with how Blight will be addressed the cases. Review of potential ideas on what information still needs to be gathered. Reviewed a number of discussion points on how to best present the finding and key points of CFX documents that has been amassed over the years through studies, reports,	0.50
12/1/16	
T/C Blight Cases; Raymer;Matt;;Hall;K.Shannon;K.Hebert;Holder	0.29
Continued to review potential PPT slides for overall case involvement	
Listened to Matt's overview of published government documents.	
12/9/16	
T/C Blight cases; Raymer;Matt;;	0.50
Continued discussion and review for potential PPT slides for overall case development.	
Detailed discussion on proper map and data usage in regards to of published government	
documents.	
12/14/16	
Phone call discussing property reports still in progress and the potential order of	0.17
importance.	
12/15/16	
Review of email containing POJ and scheduling of case management	0.25
Time Total :	8 88



Aerial Cartographics of America, Inc.

Digital Mapping — LAMP — Helicopter LiDAR — Mobile LiDAR — Digital Orthophotography — HD Video

Ship Date

INVOICE

Ship Date 03/28/2016 Ref Job.# 12605.101 Ship By FTP

Sold To:		ShipTo:
Maguire Lassman, P.A.		Maguire Lassman, P.A.
605 E. Robinson Street		605 E. Robinson Street
Suite 140		Suite 140
		1
Orlando, FL 32801		Orlando, FL 32801
Matthew Silbernagel		Matthew Silbernagel / Jerry Holder
P:	F:	P: F:

Order Date. Customer Order.	Name	SP	Inv Date	lnv#
03/28/201	1972-1973 Orange and Lake Co Aeri	KG	03/29/201	190399

Qty Ordered	Description	Unit Price	Amount	
1	Black/White	\$450.00	\$450.00	1st
	MrSID/SDW Files	\$0.00	\$0.00	Add
	1972/1973 Aerials	\$0.00	\$0.00	Oth
	Color Balance	\$0.00	\$0.00	
		Sub Total:	\$450.00	

| Item Total: \$450.00 |
| Discount: \$0.00 |
| Sales Tax: \$29.25 |
| Shipping: \$0.00 |
| Grand Total: \$479.25 |

All photographic imagery in the form of prints, film, digital or otherwise is Copyright Protected and may not be copied, reproduced, or altered in any form without the written consent of Aerial Cartographics of America. For information on how you may purchase a Copyright Release, pleas call us at: (407) 851-7880.

Check Invoice: 190399 1 of 1



Invoice

No. 6404 4/30/2015

Raymer F. Maguire, III, Esq. Maguire Lassman, P.A. 605 East Robinson Street, Suite 140 Orlando, FL 32801

PAST DUE

Project:

#05-355.003 Morris Clay Mine Study

Task	Position / Description	Work Description	Units	Rate	Amount
Geotechnical Investigati	Professional Hydrogeologist	Conference call with attorney and Mr. Morris; review OCEA soils reports	Units 3	150.00	450.00
Total - This Invo	oice			\$4	450.00

Unless otherwise noted, the charges reflected above were incurred during the month of the invoice date. This invoice is payable upon receipt; please review promptly, as we will correct any errors within 30 days of invoice date. Thereafter, this invoice is deemed to be correct and payable in full. A monthly finance charge of 1.5% is added to invoices not paid in 30 days. For billing inquiries, please call 407.649.5475, fax to 407.649.6582, or email info@hsagolden.com.

January 27, 2017

Mr. Raymer F Maguire III Maguire Lassman PA 605 e. Robinson Street Suite 140 Orlando Fl. 32801

Subject:

CFX v. Kenneth and Harvey Morris

Parcel 287/887, Wekiva Parkway SR 429-205, Orange County

Land Planning and Development Permitting Analysis

Dear Mr. Maguire

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries makes with an (A) Indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
4-4-16	Meeting with attorney, retained in case, received initial work assignments	1.0
4-5-16	Site and neighborhood inspections	2.3
4-18-16		1.0
5-13-16		1.2(A)
4-6-16	Review and comment on CFX appraisal by Integra Realty Resources from a land	2.7
4-7-16	Planning and development permitting standpoint.	2.3
4-7-16	Collect and analyze background data on County Comprehensive Plan and Land	3.0(A)
4-11-16	Development Code, permitting history of the property, access issues, split	2.0(A)
4-12-16	Jurisdiction, reasonable probability of entitlement changes	2.0
4-14-16		3.5
4-15-16	Review and comment on VHB report	1.5
4-13-16	Review and comment on Engineer MEI report, update and exhibits.	1.0
4-15-16		1.0
4-21-16		0.5
4-22-16	Research and analyze access issues in before and after taking case	3.0
4-23-16		2.4
4-21-16	Highest and best use analysis, damage analysis, prepare report	3.0
4-22-16		2.5
4-23-16		2.0
5-16-16		1.0

6-1-16	Preparation for and attendance at team meeting of experts to report findings	1.2
10-19-16	exchange information and coordinate work assignments	1.5(A)
11-7-16		0.5
1-20-17		1.0(A)
12-15-16	Review and comment on Offer of judgement issues	0.5
1-19-17		1.0
Subtotal:	44.6 Hours at \$250.00 per Hour	
Total Due:	\$ 11,150.00	
	Approved by:	
	Edward J Williams, President	
	Williams Development Services Inc.	

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, body politic and corporate, and an agency of the state

CASE NO: 2015-CA-006557-O

body politic and corporate, and an agency of the under the laws of the State of Florida,

Subdivision 39

Petitioner,

Parcel 287/887

VS.

KENNETH W. MORRIS, et. al.

Respondent(s).

SETTLEMENT AGREEMENT AS TO EXPERT FEES

During settlement negotiations, counsel for Respondent(s), KENNETH W. MORRIS, and representative(s) of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to the Trust Account of Respondent's attorney the sum of One Hundred Forty-Two Thousand Four Hundred Ninety-Four and 89/100ths Dollars (\$142,494.89) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case. The expert fees are allocated as follows:

<u>Expert</u>	Invoice	Settlement Proposal
Calhoun, Dreggors & Associates	\$34,888.00	\$29,000.00
Equable Real Estate Solutions LLC (Charles W. Haynes, Jr., GAA)	10,176.25	8,141.00
MEI Civil (Dan Morris)	31,326.75	26,851.00
VHB (Jim Hall)	31,535.35	25,500.00
Buchheit	29,324.64	26,530.54
Lakemont Group (Joshua Harris)	\$15,557.50	13,500.00
Grove Scientific & Engineering (Golden)	1,147.50	1,147.50
HSA Golden	780.00	780.00
JTS Tech (Jerry Holder)	1,065.60	1,065.60
Aerial Cartographics of America	479.25	479.25
Ed Williams	11,150.00	9,500.00
Total	\$167,430.84	142,494.89

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement

Agreement, Respondent agrees to waive all attorney's fees, expert's fees, and litigation costs in this matter.

- This Settlement Agreement will be placed on the agenda for the Right of Way 3. ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.
- Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Order containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- 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.
- The parties agree to continue the trial of and hearings in this matter pending review by the CFX ROW Committee and CFX Board.
- This Agreement resolves all remaining claims whatsoever arising from the taking of Parcel 287/887, including attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- Respondent shall execute and deliver to the undersigned counsel for the Central 8. Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, Florida Statutes.
- Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

This Settlement Agreement, executed by counsel for the parties on this 19 day of <u>June</u>, 2017, contains all the agreements of the parties.

Central Florida Expressway Authority

Print Name: Raymet

Attorney for Owner

CONSENT AGENDA ITEM

#26

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. Brehmer Linda S. Brehmer Lanosa, Deputy General Coun

DATE:

June 29, 2017

RE:

Central Florida Expressway Authority v. Michael Tyszko, et al.

Case No. 2014-003641-O, Project: 429-203, Parcel 228

Owner: Michael Tyszko

Address: 3001 West Kelly Park Road, Apopka, Florida

INTRODUCTION

This case is set for trial on the August 14, 2017 docket. This case was initially set for trial on the November 23, 2015 docket, but the case was continued so that the Right of Way Committee could consider an all-inclusive settlement in the amount of \$249,333.98, which the Committee did not approve for lack of a second.

After ongoing discussions and a second appraisal report by CFX, the parties reached a proposed all-inclusive settlement the amount of \$240,000, which is approximately \$10,000 less than the previous settlement offer.

CFX'S APPRAISED VALUE OF PARCEL 228

Parcel 228 is a partial taking of 0.1546 acres (6,735 sq. ft.) of property zoned A-1 (Citrus Rural District) along the northwest corner of Plymouth Sorrento Road and West Kelly Park Road in Apopka. Mr. Carpenter appraised Parcel 228 with a highest and best use in the short-term for continued residential use, with a "reasonably probable use to hold until demand for future neighborhood commercial development permits." Applying the comparable sales approach, Mr. Carpenter relied upon land sales ranging in price from \$1.74 to \$6.19, and estimated the land value to be \$3.50 per square foot or \$152,460 per acre.

Regarding the improvements, Mr. Carpenter concluded that the improvements do not represent the highest and best us of the land. Therefore, the improvements are considered to be an interim use until the property is positioned for redevelopment. Applying both the sales comparison approach and the income approach, Mr. Carpenter estimated the contributory value of the improvements at \$60,000. The value of the parent tract before the taking is the sum of the land value (\$103,765) and the value of the improvements (\$60,000) or \$163,765.

www.cfxway.com

Project: 429-203, Parcels 228

Page 2 of 3

The value of the part taken includes compensation for the land taken at \$3.50 per square foot or \$23,575 and compensation for the improvements in the taking, such as trees and sod, in the amount of \$7,665, totaling **\$31,240**. Mr. Carpenter concluded that the property did not suffer severance damages.

For trial purposes, outside counsel for CFX retained a second appraiser, Michael McElveen, who concluded that the property had a similar highest and best use, which is to use in the interim as single-family residential and then develop with a neighborhood scale retail or office use. He valued the property in the before condition at \$4.00 per square foot or \$119,000 for the land plus \$39,700 for the home, with a total value of \$158,700. In terms of compensation for the part taken, Mr. McElveen's estimate of value consisted of \$27,000 for the part taken at \$4.00 per square plus \$7,700 for the trees and sod in the area taken, totaling \$34,700. Mr. McElveen opined that there were no severance damages.

OWNER'S APPRAISAL REPORT, EXPERT FEES, AND ATTORNEY'S FEES

In contrast, the owner's real estate appraiser, Martin Engelmann, Jr., MAI, valued the property at \$14.50 per square foot or \$97,700 for the land taken. He relied upon land sales transactions near fully completed highway interchanges, rather than sales in the immediate market area. In addition, Mr. Engelmann concluded that the property suffered severance damages due to the reduction in size from 0.6806 acres to 0.526 acres, diminished access, loss of road frontage, noise, and other factors. He applied a 30% diminution in value for severance damages, amounting to \$108,000. The total estimated value is \$206,000.

In addition to compensation for the property taken, the owner is entitled to reasonable costs and expert fees for the defense of the taking. As described in the attached invoices, the owner's costs and expert fees total \$91,036.99.

The owner is also entitled to statutory attorney's fees based upon the monetary benefit. For the purpose of analysis, the statutory attorney fee based upon the owner's estimated value is based upon 33% of the monetary benefit of \$174,760, or \$57,670.80.

PROPOSED SETTLEMENT

In this case, the key differences involve the value of the land and the existence of severance damages. The proposed settlement represents a cost-effective resolution of this matter that reduces the overall cost of litigation for expert fees and attorney's fees and minimizes risk. In order to resolve this matter, the owner is willing to discount his expert fees or attorney's fees by another \$10,000 and not seek compensation for the additional expert fees and costs incurred. A comparison of the positions of the parties and the proposed settlement is summarized in the table below.

Project: 429-203, Parcels 228

Page 3 of 3

	CFX	Owner	Proposed Settlement*
Land	\$27,000.00	\$`97,700.00	
Improvements	\$ 7,700.00	0	
Severance Damages	0	\$108,000.00	
Value of Property Taken	\$34,700.00	\$206,000.00	\$136,883.00
Expert Fees		\$ 91,036.99	\$ 68,254.81
Statutory Attorney's Fees		\$ 57,670.80	\$ 34,862.19
Total		\$354,707.79	\$240,000.00

^{*}The proposed settlement is based upon a hypothetical breakdown.

REQUESTED ACTION

Board approval is requested to accept the all-inclusive settlement in the amount of \$240,000, in full settlement of all claims of compensation from CFX including business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

The Right of Way Committee recommended approval on June 28, 2017.

Attachments:

- A. Maps, Aerials and Photographs of Property
- B. Owner's Expert Fees
- C. Settlement Agreement

cc: David Shontz, Esq., Shutts & Bowen

Reviewed by: Joseph 1 fissictore



Approximate Representation Source: Orange County Property Appraiser



Approximate Representation Source: Orange County Property Appraiser

Subject Photos



View of Subject Looking Northeast



View of Subject Looking Northwest



View of Subject Looking West



View of Subject Looking Southeast



Front View of Single Family Residence

Rear View of Single Family Residence

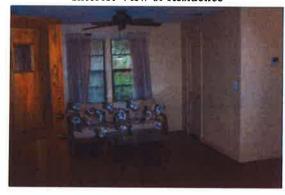
Subject Photos





Interior View of Residence

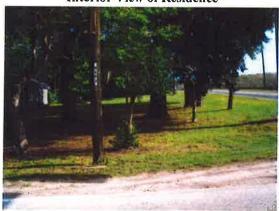
Interior View of Residence





Interior View of Residence

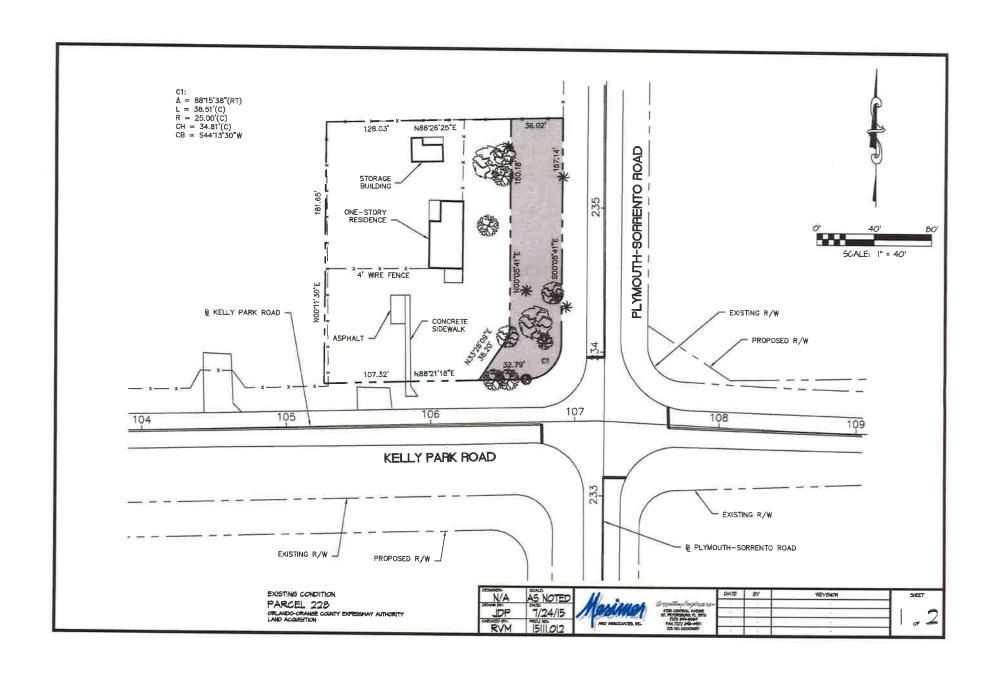
Interior View of Residence

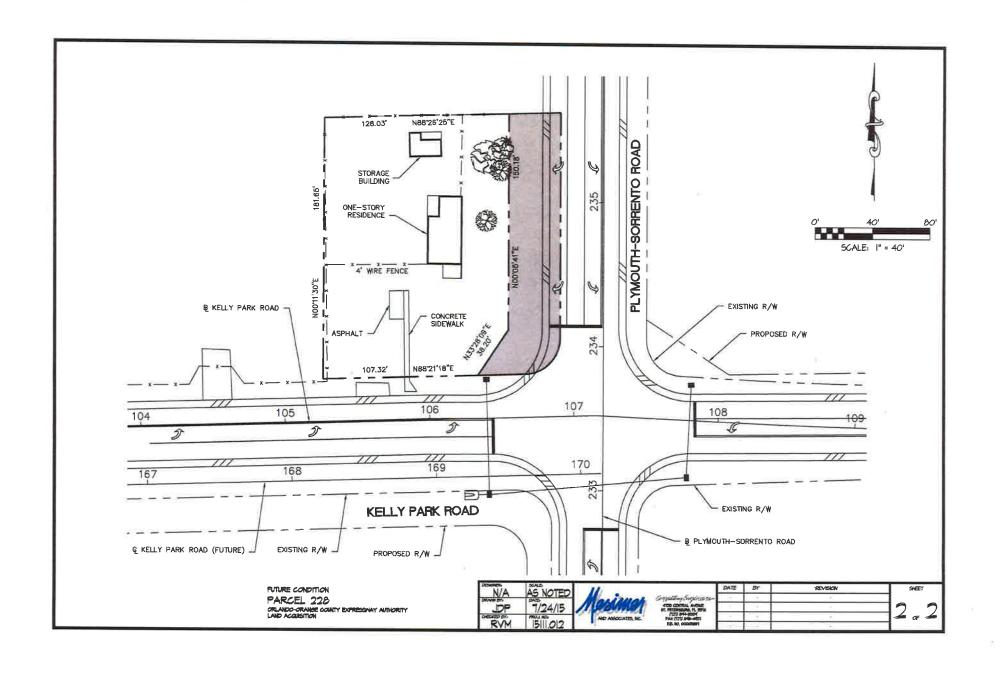




View of Taking Area Looking North

View of Taking Area Looking South





Updated Invoice



STYLE: TYSZKO, MICHAEL INTERNAL FILE #183.00 COSTS INCURRED AS OF: June 15, 2017

EXPERTS:

TROPICAL REALTY APPRAISAL SERVICES A) 11/11/15, C14041NT-01, PROFESSIONAL SERVICES

\$58,797.36

MESIMER AND ASSOCIATES, INC.

A) 11/11/1515, INV 15111.012, PROFESSIONAL SERVICES

\$13,757.65

P&M CONSULTING GROUP

A) 11/10/15, INV 301, PROFESSIONAL SERVICES

\$12,628.70

EXPERTS SUBTOTAL

\$85,183.71

COURT REPORTERS:

ORANGE LEGAL, INC.

A) 10/20/15, INV 224763; MESIMER	\$170.05
B) 10/19/15, INV 223265; MURPHY	\$163.90
C) 10/12/15, INV 223868; CHAPMAN/KELLY/TYS	\$541.00
D) 02/06/17, INV 353358; ENGELMANN	\$234.40
E) 04/19/17, INV 410521; 04/13/17 HRG	\$507.26

----- \$1,616.61

U.S. LEGAL SUPPORT, INC.

A) 10/12/15, INV 1252496; HARDGROVE	\$682.33
B) 10/13/15, INV 1252498L PECK (PRORATED)	\$239.76
C) 10/19/15, INV 1254196; PRESSIMONE	\$308.00
D) 10/20/15, INV 1254456; NEWTON	\$537.08
E) 10/20/15, INV 1256308; CARPENTER/SPEER	\$1,400.69
F) 10/12/15, INV 1259729; BYRD	\$206.50

---- \$3,374.36

COURT REPORTERS SUBTOTAL

\$4,990.97

PROCESS SERVERS:

ATTORNEYS LEGAL SERVICES, INC.

A) 09/21/15, INV ALS-2015006811; HORNE DEP B) 09/22/15, INV ALS-2015006813; PECK DEPO C) 09/22/15, INV ALS-2015006812; RUBLE DEP(D) 10/12/15, INV ALS-2015007401; NEWTON E) 10/12/15, INV ALS-2015007399; SPEER F) 10/12/15, INV ALS-2015007398; CARPENTER	\$23.33 \$23.33 \$23.33 \$70.00 \$70.00
G) 10/12/15, INV ALS-2015007400; PRESSIMON	\$70.00

\$349.99

PROCESS SERVERS SUBTOTAL:

\$349.99

EXHIBIT PREPARATION & RESEARCH:



STYLE: TYSZKO, MICHAEL INTERNAL FILE #183.00

COSTS INCURRED AS OF:

June 15, 2017

NONE ON FILE

EXHIBIT PREPARATION & RESEARCH SUBTOTAL:

\$0.00

COURIER EXPENSES:

FEDERAL EXPRESS A) 09/11/14; M. TYSZKO

\$9.85

COURIER EXPENSES SUBTOTAL:

\$9.85

MISCELLANEOUS EXPENSES:

REIMBURSEMENTS: BRIGHAM, ANDREW

A) 10/12/15, MILEAGE/MEALS: EXPERT DEPOS

\$36.38

B) 10/19/15, MEALS/HOTEL: EXPERT DEPOS

\$237.18

C) 10/20/15, MILEAGE/MEALS: EXPERT DEPOS \$89.57

\$363.13

REIMBURSEMENTS: FLEMING, KEN

A) 11/12/13, MILEAGE/LUNCH: PROPERTY INSI

\$84.47

B) 02/24/14, MILEAGE/LUNCH: INITIAL OFFER

\$54.87----- \$139.34

MISCELLANEOUS EXPENSES SUBTOTAL

\$502.47

\$91,036.99

TOTAL COSTS INCURRED:



STYLE: TYSZKO, MICHAEL INTERNAL FILE #183.00 COSTS INCURRED AS OF:

COSTS INCURRED AS OF: August 2, 2016 EXPERTS:			
TROPICAL REALTY APPRAISAL SERVICES A) 11/11/15, C14041NT-01, PROFESSIONAL SEI	RVICES	\$58,797.36	
MESIMER AND ASSOCIATES, INC. A) 11/11/1515, INV 15111.012, PROFESSIONAL	SERVICES	\$13,757.65	
P&M CONSULTING GROUP A) 11/10/15, INV 301, PROFESSIONAL SERVICE	s	\$12,628.70	
EXPERTS SUBTOTAL			\$85,183.71
COURT REPORTERS:			
ORANGE LEGAL, INC.			
A) 10/20/15, INV 224763; MESIMER B) 10/19/15, INV 223265; MURPHY C) 10/12/15, INV 223868; CHAPMAN/KELLY/TYS	\$170.05 \$163.90 \$541.00	\$874.95	
U.S. LEGAL SUPPORT, INC.			
A) 10/12/15, INV 1252496; HARDGROVE B) 10/13/15, INV 1252498L PECK (PRORATED) C) 10/19/15, INV 1254196; PRESSIMONE D) 10/20/15, INV 1254456; NEWTON E) 10/20/15, INV 1256308; CARPENTER/SPEER F) 10/12/15, INV 1259729; BYRD	\$280.00 \$488.25		
-		\$3,086.37	
COURT REPORTERS SUBTOTAL			\$3,961.32
PROCESS SERVERS:			
ATTORNEYS LEGAL SERVICES, INC.			
A) 09/21/15, INV ALS-2015006811; HORNE DEP B) 09/22/15, INV ALS-2015006813; PECK DEPO C) 09/22/15, INV ALS-2015006812; RUBLE DEP(D) 10/12/15, INV ALS-2015007401; NEWTON E) 10/12/15, INV ALS-2015007399; SPEER F) 10/12/15, INV ALS-2015007398; CARPENTER G) 10/12/15, INV ALS-2015007400; PRESSIMON	\$23.33 \$23.33 \$23.33 \$70.00 \$70.00 \$70.00 \$70.00	\$349.99	
PROCESS SERVERS SUBTOTAL:			\$349.99
EXHIBIT PREPARATION & RESEARCH:			
NONE ON FILE			
EXHIBIT PREPARATION & RESEARCH	H SUBTOTAL:	************	\$0.00
COURIER EXPENSES:			
FEDERAL EXPRESS A) 09/11/14; M. TYSZKO		\$9.85	

\$9.85

COURIER EXPENSES SUBTOTAL:



STYLE: TYSZKO, MICHAEL INTERNAL FILE #183.00 COSTS INCURRED AS OF: August 2, 2016

MISCELLANEOUS EXPENSES:

REIMBI	URSEMENT	TS: BRIGHAN	/ ANDREW

A) 10/12/15, MILEAGE/MEALS: EXPERT DEPOS \$36.38 B) 10/19/15, MEALS/HOTEL: EXPERT DEPOS \$237.18 C) 10/20/15, MILEAGE/MEALS: EXPERT DEPOS \$89.57

\$363.13

REIMBURSEMENTS: FLEMING, KEN

A) 11/12/13, MILEAGE/LUNCH: PROPERTY INS

\$84.47 \$54.87

B) 02/24/14, MILEAGE/LUNCH: INITIAL OFFER

\$139.34

MISCELLANEOUS EXPENSES SUBTOTAL

\$502.47

\$90,007.34

TOTAL COSTS INCURRED:

Initial Invoice

\$9.85

STYLE: TYSZKO, MICHAEL CO

TYLE: TYSZKO, MICHAEL				
NTERNAL FILE #183.00 DSTS INCURRED AS OF: EXPERTS:	August 2, 2016	>		
TROPICAL REALTY APPRAISA A) 11/11/15, C14041NT-01, PRO		ICES	\$58,797.36	
MESIMER AND ASSOCIATES, A) 11/11/1515, INV 15111.012,		RVICES	\$13,757.65	
P&M CONSULTING GROUP A) 11/10/15, INV 301, PROFESS	SIONAL SERVICES		\$12,628.70	
EXPERTS SUBTOTA	AL		••••••	\$85,183.71
COURT REPORTERS:				
ORANGE LEGAL, INC.				
A) 10/20/15, INV 224763; MESII B) 10/19/15, INV 223265; MURF C) 10/12/15, INV 223868; CHAP	PHY PMAN/KELLY/TYS	\$170.05 \$163.90 \$541.00	\$874.95	
U.S. LEGAL SUPPORT, INC.				
A) 10/12/15, INV 1252496; HAR B) 10/13/15, INV 1252498L PEC C) 10/19/15, INV 1254196; PRE D) 10/20/15, INV 1254456; NEW E) 10/20/15, INV 1256308; CAR F) 10/12/15, INV 1259729; BYRI	CK (PRORATED) SSIMONE TON PENTER/SPEER D	\$620.30 \$217.97 \$280.00 \$488.25 \$1,273.35 \$206.50	\$3,086.37	
COURT REPORTER	S SUBTOTAL			\$3,961.32
PROCESS SERVERS:				
ATTORNEYS LEGAL SERVICES	S. INC.			
A) 09/21/15, INV ALS-20150068 B) 09/22/15, INV ALS-20150068 C) 09/22/15, INV ALS-20150068 D) 10/12/15, INV ALS-20150074 E) 10/12/15, INV ALS-20150073 F) 10/12/15, INV ALS-20150074	13; PECK DEPO 12; RUBLE DEPO 01; NEWTON 99; SPEER 98; CARPENTEF 00; PRESSIMON	\$23.33 \$23.33 \$23.33 \$70.00 \$70.00 \$70.00	\$349.99	
PROCESS SERVERS	S SUBTOTAL:		*************	\$349.99
EXHIBIT PREPARATION & RES	EARCH:			
NONE ON FILE				
EXHIBIT PREPARAT	ION & RESEARCH S	SUBTOTAL:	*************	\$0.00
COURIER EXPENSES:				
FEDERAL EXPRESS A) 09/11/14; M. TYSZKO			\$9.85	
COLIDIES EXPENSE	C CLIRTOTAL.	2		ድ ስ ዕር

COURIER EXPENSES SUBTOTAL:



STYLE: TYSZKO, MICHAEL INTERNAL FILE #183.00

COSTS INCURRED AS OF: August 2, 2016

MISCELLANEOUS EXPENSES:

	JRSEMEN	TO. DOM	SIIABA A	
REIMBI	IRSEMEN	IIS BBIL	THAM A	MI JHEVV

A) 10/12/15, MILEAGE/MEALS: EXPERT DEPOS \$36.38
B) 10/19/15, MEALS/HOTEL: EXPERT DEPOS \$237.18
C) 10/20/15, MILEAGE/MEALS: EXPERT DEPOS \$89.57

----- \$363.13

REIMBURSEMENTS: FLEMING, KEN

A) 11/12/13, MILEAGE/LUNCH: PROPERTY INS \$84.47 B) 02/24/14, MILEAGE/LUNCH: INITIAL OFFER \$54.87

\$139.34

MISCELLANEOUS EXPENSES SUBTOTAL

\$502.47

\$90,007.34

TOTAL COSTS INCURRED:



Martin C. Engelmann, Jr., MAI, MRICS State-Certified General Real Estate Appraiser RZ838





Jon C. Thomas, SRPA State-Certified General Real Estate Appraiser RZ1696



November 12, 2015

Brigham Property Rights Law Firm 2963 Dupont Avenue, Suite 3 Jacksonville, Florida 32217-2740

Attn: Andrew P. Brigham, Esquire

FOR PROFESSIONAL SERVICES RENDERED

Appraisal Report of:

Parcel 228 (Tyszko) A .681± Gross/Upland Acre Site Northwest Corner Of Kelly Park Road And Plymouth Sorrento Road Apopka, Orange County, Florida 32712 Our File No.: C14041NT

Federal Tax I.D. No.: 20-1683646

Appraisal Fee:

\$58,797.36

Paid:

\$0.00

Balance:

\$58,797.36

Please remit payment to:

Tropical Realty Appraisal Services
6812 W. Linebaugh Avenue
Tampa, Florida 33625
Attn: Martin C. Engelmann, Jr., MAI, MRICS

Please reference our File No. to ensure proper credit

Payment for services due upon receipt of invoice. After 30 days a charge of 1.5% per month will be assessed on the unpaid balance.

Thank you

TAMPA MIAMI KEY WEST ATLANTA

Tropical Realty Appraisal Services 6812 W. Linebaugh Avenue Tampa, FL 33625

Invoice submitted to:
Brigham Property Rights Law Firm
2963 Dupont Avenue
Suite 3
Jacksonville, FL 32217-2740
USA

November 12, 2015 In Reference To: C14041NT

Invoice #1232

Professional Services

Hrs/Rate Amount Christopher R. Worley, Registered Trainee Appraiser 0.25 10/21/2014 Work session with Engelmann, Kane, Fabian, and Pagliaro regarding status 135.00/hr 33.75 of case. 4.00 5/14/2015 Initial subject property inspection along with market area inspection; visit 135.00/hr 540.00 existing residential developments and meet with sales representatives. 0.50 6/5/2015 Work session with Mr. Engelmann, Kane, Pagliaro, and Fabian. Continuation 135.00/hr 67.50 of study of site and sale analysis. Clarified assignment to understand all aspects of residential development to ascertain trends in development. 3.00 6/9/2015 Reviewed opponent appraisal, identified subject market area, began 135.00/hr 405.00 researching residential market for trend analysis. 4.00 6/10/2015 Continued with market research on active selling communities. Created 135.00/hr 540.00 spreadsheet with five active selling or recently sold out communities in Apopka. Include price points, lot sizes, etc. SUBTOTAL: 11.75 1,586.25] George Kane, Director of Research

10/21/2014 Work session with Marty Engelmann, John Fabian, Chris Worley, and Steve

0.50

135.00/hr

67.50

		Hrs/Rate	Amount
	Pagliaro regarding case status, project overview, and assignment responsibilities.		
1/16/2015	Work session with Marty Engelmann regarding correspondence with Andrew Brigham's office requesting expert work sessions for January 20, 2015; correspondence with Andrew Brigham's office asking for timeline on January 20, 2015.	0.08 135.00/hr	11.25
1/28/2015	Work session with Andrew Brigham, John Fabian, and Steve Pagliaro regarding case status, trial dates, appraisal exchange dates, and timeline of subject property and history.	0.25 135.00/hr	33.75
5/11/2015	Correspondence with Brigham regarding case update; review correspondence from Brigham's office regarding significant dates and calendar all.	0.08 135.00/hr	11.25
5/12/2015	Work session with Engelmann, Fabian, and Pagliaro regarding case status and significant dates to be calendared; direction from Engelmann on research and analysis to be completed by staff.	0.25 135.00/hr	33.75
5/15/2015	Work session with Brigham regarding case status, appraisal exchange date, project influence, other experts information, interim use, highest and best use, takings, and FDOT appraisal analysis.	0.17 135.00/hr	22.50
6/11/2015	Correspondence with Fabian regarding notice of deposit date and update on draft appraisal.	0.17 135.00/hr	22.50
	Correspondence with Reggie Mesimer, Civil Engineer regarding status of his engineering report.	0.08 135.00/hr	11.25
7/3/2015	Sales research consisting of demographic profiles of considered sales inclusive of maps, drive time, aerials, and spreadsheet for comparison purposes.	2.00 135.00/hr	270.00
7/6/2015	Work session with Engelmann regarding draft appraisal due date, other experts draft reports, and land sales research to date.	0.25 135.00/hr	33.75
	Correspondence with Mesimer's office regarding timeline of draft engineering report.	0.13 135.00/hr	16.88
7/14/2015	Work session with Fabian and Pagliaro regarding appraisal due date and status of report, correspondence with Engelmann regarding appraisal	0.13 135.00/hr	16.88

	_Hrs/Rate	Amount
exchange date.		
7/14/2015 Correspondence with Mesimer's office regarding status of report.	0.13 135.00/hr	16.88
7/15/2015 Correspondence with Mesimer regarding report completion date and notice of deposit, FDOT Carpenter appraisal, and project section map; work session with Mesimer and Patterson regarding project, case status, and report exchange dates.	0.25 135.00/hr	33.75
7/20/2015 Review news articles regarding City of Apopka and new city center; correspondence with Engelmann, Fabian, Pagliaro, and Worley regarding same.	0.13 135.00/hr	16.88
7/21/2015 Work session with Fabian regarding land development code and small single tenant retail users and create spreadsheet of users based on in-house land sales.	0.25 135.00/hr	33.75
Correspondence with real estate developers regarding FAR and users of smaller commercial sites; various work sessions with Fabian regarding before FAR and valuation estimates.	0.50 135.00/hr	67.50
7/23/2015 Various work sessions with Fabian and Pagliaro regarding appraisal report, interim income analysis, and after condition; correspondence with Fabian regarding interim income example for appraisal.	0.33 135.00/hr	45.00
7/24/2015 Correspondence with Engelmann regarding notice of week extension for delivery of expert reports.	0.13 135.00/hr	16.88
7/30/2015 Review before and after valuation of draft appraisal; various work sessions with Fabian regarding draft appraisal.	0.50 135.00/hr	67.50
7/31/2015 Correspondence with Engelmann and Fabian regarding draft appraisal and delivery to Brigham.	0.13 135.00/hr	16.88
Review draft engineering report prepared by Mesimer.	0.25 135.00/hr	33.75
8/1/2015 Interviews with single tenant retail developers regarding demographic research required by end user (tenant); preparation of specific retail demographic information including supply and demand analysis on each of our comparables.	2.00 135.00/hr	270.00

		Hrs/Rate	Amount
8/2/2015	Various work sessions with Engelmann regarding spreadsheet for demographics, traffic counts, physical characteristics, and growth rates on our land sales; produce spreadsheet and edits per Engelmann.	1.00 135.00/hr	135.00
8/3/2015	Work session with Fabian regarding site utility damage studies and after valuation analysis.	0.13 135.00/hr	16.88
	Work session with Brigham regarding his review of our draft appraisal.	0.50 135.00/hr	67.50
8/8/2015	Work session with Engelmann regarding updated CFXs expert reports and filings.	0.13 135.00/hr	16.88
8/17/2015	Work session with Engelmann, Fabian, and Pagliaro regarding due date for our rebuttal report.	0.13 135.00/hr	16.88
8/18/2015	Correspondence with Laing regarding due date for our rebuttal report and CFXs updated expert reports (downloaded to file).	0.13 135.00/hr	16.88
8/25/2015	Various work sessions with Fabian regarding rebuttal of Carpenter's appraisal and new Publix land contract (Horne Property) on Kelly Park Road.	0.25 135.00/hr	33.75
8/26/2015	Correspondence with Andrew Brigham's office regarding DOT's expert rebuttal reports.	0.13 135.00/hr	16.88
	Review Carpenter's rebuttal of TRAS report; work session with Fabian regarding same; review Brigham's motion to continue jury trial for Chapman, effecting Tyszko.	0.25 135.00/hr	33.75
10/14/2015	Deposition preparation consisting of work session with Engelmann regarding file maintenance, damage studies, reinspection of subject and comparable sales, and schedule.	0.13 135.00/hr	16.88
	Deposition preparation consisting of correspondence with Brigham's office regarding petitioner's offer of judgement; review of petitioner's offer of judgement and file.	0.13 135.00/hr	16.88
10/15/2015	Deposition preparation consisting of correspondence with developer and broker of Dollar General site; work session (phone) with Engelmann regarding Dollar General site and additional contact information; work session (phone) with Pagliaro regarding preparation of file for deposition.	0.33 135.00/hr	45.00

5

			Hrs/Rate	Amount
10/19/2015	Trial preparation consisting of work session (phone) with Engelmann regarding update after his deposition and direction for trial preparation work session scheduled for October 20.		0.20 135.00/hr	27.00
10/20/2015	Trial preparation consisting of work sessions with Engelmann regarding updating scheduled trial dates; correspondence with Brigham's office regarding same.		0.13 135.00/hr	16.88
	Trial preparation consisting of direction to Yvette Daniel regarding copying our entire file data per Sidney Calloway Esquire of Shutts and Bowen after Engelmann's deposition and prepare copies for delivery Brigham's office and DOT attorney's office.		0.50 135.00/hr	67.50
10/21/2015	Trial preparation consisting of review of copied file data per Engelmann after his deposition.		0.50 135.00/hr	67.50
	SUBTOTAL:	[13.26	1,782.07]
	John R. Fabian, State Certified Gen. R. E. Appraiser			
1/28/2015	Work session with A. Brigham, G. Kane and S. Pagliaro regarding status of case		0.13 175.00/hr	23.33
5/14/2015	Subject property inspection and market area inspection		2.00 175.00/hr	350.00
7/14/2015	Work session with Andrew Brigham regarding status of case and appraisal due date.		0.42 175.00/hr	72.92
	Work session with Kane and Pagliaro regarding appraisal due date and status of report.		0.25 175.00/hr	43.75
7/15/2015	Review existing data on case. Prepare report documents and begin draft report. Correspondence with Kane regarding update on Mesimer report completion date.		3.83 175.00/hr	670.83
7/20/2015	Continue writing draft report. Work sessions with S. Pagliaro regarding exhibits and land sales.		8.42 175.00/hr	1,472.92
7/21/2015	Continue writing draft report. Work session with Sue Murphy regarding land planning for the case. Work session with Reggie Mesimer and James Patterson regarding engineering on the case. Work session with S. Pagliaro		9.17 175.00/hr	1,604.17

6

		Hrs/Rate	Amount
	regarding sales.		
7/22/2015	Continue writing draft report.	4.47 175.00/hr	781.67
7/24/2015	Continue writing draft report. Work session with S. Pagliaro regarding sales.	7.75 175.00/hr	1,356.25
7/31/2015	Review Mesimer's engineering report. Make edits to our report based on Mesimer data. Work session with A. Brigham regarding timing of draft report.	2.88 175.00/hr	504.58
8/3/2015	Work session with George Kane regarding site utility damage studies and after valuation analysis.	0.13 175.00/hr	21.88
8/17/2015	Correspondence with Kane on due date for rebuttal report.	0.13 175.00/hr	21.88
8/19/2015	Prepare draft rebuttal letter of and on Carpenters reports.	4.88 175.00/hr	854.58
8/20/2015	Continue writing rebuttal letter regarding Carpenter reports. Work session with Engelmann.	3.05 175.00/hr	533.41
8/21/2015	Review edits from S. Pagliaro, prepare draft for client.	0.50 175.00/hr	87.50
8/25/2015	Work session with A. Brigham regarding rebuttal letter. Review Motion to Continue document regarding Chapman case and discuss how it relates to Tyszko. Prepare final version of rebuttal letter.	2.25 175.00/hr	393.75
	Work sessions with Kane on Walter Carpenter's rebuttal and Publix contract (Horne Property) on Kelly Park Road.	0.25 175.00/hr	43.75
10/14/2015	Work session with Engelmann and Pagliaro regarding deposition preparation.	0.75 175.00/hr	131.25
10/15/2015	Deposition preparation regarding review of rebuttal letters from CFX experts.	2.50 175.00/hr	437.50
10/17/2015	Prepare outlines for Engelmann regarding rebuttal letters from Carpenter, Hargrave and McIntosh. Review subject report and research additional data on Wekiva Parkway Interchange Vision Plan.	5.83 175.00/hr	1,020.83
10/18/2015	Deposition preparation with Engelmann and Pagliaro regarding additional support for sales, affirmation of Wekiva Interchange Vision Plan and strategy for deposition.	5.75 175.00/hr	1,006.25

			Hrs/Rate	Amount
	SUBTOTAL:	[65.34	11,433.00]
	Martin C. Engelmann, Jr., MAI			
6/17/2014	Work session with Steve Pagliaro containing details of the subject property; review executive summary.		0.50 365.00/hr	182.50
6/24/2014	Conduct initial inspection of subject property, market area, along with preliminary land sales with Steve Pagliaro.		4.50 365.00/hr	1,642.50
10/3/2014	Work session with Andrew Brigham, Esquire, and Steve Pagliaro regarding case matters.		0.25 365.00/hr	91.25
10/7/2014	Work session with John Fabian and Steve Pagliaro.		0.50 365.00/hr	182.50
10/21/2014	Work session with John Fabian, Steve Pagliaro, George Kane and Chris Worley regarding case status.		0.13 365.00/hr	45.63
1/16/2015	Work session with George Kane.		0.13 365.00/hr	45.63
4/23/2015	Work session with George Kane.		0.06 365.00/hr	21.29
5/11/2015	Work session with George Kane, John Fabian, Chris Worley and Steve Pagliaro regarding tasks, schedules, etc.		0.50 365.00/hr	182.50
5/12/2015	Work session with Kane, Fabian, and Pagliaro regarding case status and significant dates to be calendared; direction given on research and analysis to be completed by staff.		0.25 365.00/hr	91.25
5/15/2015	Correspondence with George Kane regarding status of property research.		0.13 365.00/hr	45.63
6/11/2015	Correspondence with John Fabian.		0.13 365.00/hr	45.63
	Correspondence with George Kane regarding status of predicate expert draft reports.		0.13 365.00/hr	45.63
	Work session with George Kane regarding all permitted DRIs in the subject area.		0.25 365.00/hr	91.25

		_Hrs/Rate	Amount
7/6/2015	Work session with George Kane.	0.25 365.00/hr	91.25
7/14/2015	Correspondence with Counsel's assistant regarding witness report exchange date; correspondence with Kane regarding same.	0.13 365.00/hr	45.63
7/15/2015	Work session with Kane regarding update on Mesimer report completion date.	0.13 365.00/hr	45.63
7/24/2015	Correspondence with Counsel regarding extension of date of exchange of expert reports.	0.13 365.00/hr	45.63
8/7/2015	Work session with Counsel regarding receipt of experts' reports from Hardgrave, Walter Carpenter's July 2015 updated appraisal, Newton, Spear and Petikowski, Notice of Exchange of expert reports and download all files for review.	1.00 365.00/hr	365.00
8/19/2015	Correspondence with Counsel's assistant regarding dates pertinent to trial.	0.13 365.00/hr	45.63
8/21/2015	Correspondence with John Fabian regarding rebuttal letter send to Counsel.	0.13 365.00/hr	45.63
8/25/2015	Work session with John Fabian regarding Publix contract on Kelly Park Road.	0.13 365.00/hr	45.63
8/26/2015	Correspondence with Counsel regarding receipt of CFX's rebuttal reports.	0.13 365.00/hr	45.63
10/6/2015	Correspondence with Counsel's assistant confirming my deposition scheduled for October 19 at 3 PM at offices of Shutts & Bowen.	0.13 365.00/hr	45.63
10/14/2015	Reinspection of market area, subject property, TRAS comparable land sales and Walter Carpenter land sales with Steve Pagliaro.	7.00 365.00/hr	2,555.00
	Various work sessions with Steve Pagliaro and John Fabian; re read TRAS appraisal.	4.00 365.00/hr	1,460.00
	Various work sessions with Steve Pagliaro, George Kane and John Fabian. Review deposition transcript of Robert Peck and Ellen Hardgrove. Read 9/24/15 hearing transcript.	10.00 365.00/hr	3,650.00
	Various work sessions with Steve Pagliaro, George Kane and John Fabian; attend deposition per subpoena in Orlando at law offices of Shutts & Bowen	10.00 365.00/hr	3,650.00

			Hrs/Rate	Amount
10/20/2015	Begin process of re-verifying all of Walter Carpenters land sales. Re-verify all TRAS land sales.		1.50 365.00/hr	547.50
10/21/2015	Further land sales verification process.		1.50 365.00/hr	547.50
11/10/2015	Correspondence with Counsel's assistant requesting invoice for settlement negotiations.		0.13 365.00/hr	45.63
	SUBTOTAL:	[43.88	15,990.11]
	Stephen M. Pagliaro, State Certified Gen. R. E. Appraiser			
1/15/2014	Correspondence with counsel's office regarding the Wekiva Parkway takings, including subject property information, project aerial, deeds, etc. Copy for file.		0.50 155.00/hr	77.50
2/15/2014	Review data sent from Counsel; begin initial subject property research.		1.50 155.00/hr	232.50
2/26/2014	Continued subject property research; research of the Wekiva Parkway roadway project.		1.50 155.00/hr	232.50
3/18/2014	Research of the surrounding ownership, namely the Project Orlando, LLC acquisitions.		2.00 155.00/hr	310.00
3/19/2014	Research of Project Orlando, LLC ownership and affiliate companies acquisitions.		2.00 155.00/hr	310.00
3/24/2014	Continued research of the Wekiva Parkway Project.		2.00 155.00/hr	310.00
4/17/2014	Initial inspection of the subject property and surrounding market area; attending the inspection was Andrew Brigham, counsel, Trevor Hutson, counsel, Ken Fleming, Sue Murphy, Land Planner and the property owner Mike Tyszko.		4.00 155.00/hr	620.00
4/18/2014	Sales and market area research. Continue research of Project Orlando land assemblages purchases.		2.00 155.00/hr	310.00
4/22/2014	Sales and market area research. Continue research of the Project Orlando land assemblage purchases.		2.00 155.00/hr	310.00

		_Hrs/Rate	Amount
4/24/2014	Correspondence with counsel's office regarding the Expressway/Carpenters November 2013 report of the subject (Tyszko) property.	0.25 155.00/hr	38.75
4/25/2014	Research of the surrounding subdivisions and commercial developments.	2.25 155.00/hr	348.75
4/26/2014	Continued research of the surrounding subdivisions and commercial developments.	1.25 155.00/hr	193.75
5/5/2014	Continued research of the surrounding subdivisions and commercial developments.	1.25 155.00/hr	193.75
5/9/2014	Initial research of interchange locations for possible study; initial research of corner commercial locations.	3.00 155.00/hr	465.00
6/17/2014	Prepare initial subject property executive summary document for Engelmann's review.	1.75 155.00/hr	271.25
	Correspondence with counsel's office regarding information consisting of a copy of an appraisal previously performed on the subject property and other subject property data; send information to Engelmann for his review.	0.75 155.00/hr	116.25
6/24/2014	Re-inspection of the subject property and surrounding market area with Marty Engelmann, along with preliminary land sales.	4.50 155.00/hr	697.50
10/3/2014	Work session with Andrew Brigham, counsel and Mary Engelmann regarding the various case matters.	0.50 155.00/hr	77.50
	Online sales and market area research; additional research of the Wekiva Expressway project.	2.00 155.00/hr	310.00
10/7/2014	Review file and outline the sales research to date and additional research needed; identify existing and proposed subdivisions within the market area.	2.50 155.00/hr	387.50
10/21/2014	Work session with Marty Engelmann, John Fabian, George Kane and Chris Worley regarding case status and division of tasks.	0.25 155.00/hr	38.75
	Work session with Marty Engelmann, John Fabian, George Kane and Chris Worley regarding the case and updated schedule and the assignment of tasks.	0.58 155.00/hr	90.42

		_Hrs/Rate	Amount
5/12/2015	Work session with Engelmann, Fabian, and Kane regarding case status and dates to be calendared; direction from Engelmann on research and analysis to be completed by staff.	0.25 155.00/hr	38.75
5/13/2015	Prepare subject and market area inspection packet for John Fabian and Chris Worley's inspection of the subject property and surrounding area.	1.85 155.00/hr	286.75
5/21/2015	Initial workbook setup and edit to the executive summary	4.85 155.00/hr	751.75
5/22/2015	Begin review and summary of CFX/Carpenter report for rebuttal purposes.	4.92 155.00/hr	762.08
5/27/2015	Edits to workbook and summary; research of commercial land sales for consideration for analysis; work session with John Fabian regarding the case.	2.85 155.00/hr	441.75
5/28/2015	Continue with land sales research of interchange locations.	3.00 155.00/hr	465.00
5/29/2015	Edits to workbook and edits to the executive summary. Work session with John Fabian regarding the case.	2.25 155.00/hr	348.75
6/2/2015	Work session with Martin C. Engelmann, Jr., MAI, John Fabian and George Kane regarding the case, status of the draft and the assignment of additional tasks.	0.25 155.00/hr	38.75
6/4/2015	Research of land sales proximate to Interchanges and analyze the time line to development.	2.00 155.00/hr	310.00
6/5/2015	Research of land sales proximate to Interchanges and analyze the time line to development; identify the DRI's in the area and detail; residential market survey of rooftops from 2007 and present. Create exhibits.	1.50 155.00/hr	232.50
6/9/2015	Commercial land sales research.	1.00 155.00/hr	155.00
6/12/2015	Land sales research and edits to database information, edits to the mapping file. Continued research of the DRI's and PD's in the market area.	1.00 155.00/hr	155.00
	Work session with John Fabian the sales and market area research and direction moving forward.	0.25 155.00/hr	38.75

	Hrs/Rate	Amount
6/13/2015 Work session with John Fabian regarding the potential land sales and edits to the data base information.	0.25 155.00/hr	38.75
6/14/2015 Continued land sales and market area research; edits to data base and mapping information.	2.00 155.00/hr	310.00
6/18/2015 Continued land sales and market area research. Edits to data base and mapping information. Initial draft of DRI and PD locations and development for inclusion in the analysis. Research of the Central Florida Regional Planning Counsel and the Department of Economic Opportunity's web sites for pertinent data.	1.00 155.00/hr	155.00
6/20/2015 Continue with draft of the developments along the "Beltway". Work session with John Fabian on status of research and direction moving forward.	3.00 155.00/hr	465.00
6/21/2015 Edits to draft of the developments along the "Beltway". Add additional sites to the GIS mapping file.	2.50 155.00/hr	387.50
6/22/2015 Map out and label the major intersections; confirm the proposed building sizes of the sales considered for FAR; confirm considered sales.	3.00 155.00/hr	465.00
6/23/2015 Work session with John Fabian regarding the sales and ongoing confirmations; continue the mapping and labeling of the major intersections to show development patterns; continue with confirmations	3.00 155.00/hr	465.00
6/24/2015 Work session with John Fabian regarding the sales and ongoing confirmations; edits to the data base information	3.00 155.00/hr	465.00
6/28/2015 Research of signalized corner locations; edits to data base and mapping information.	2.92 155.00/hr	452.08
6/29/2015 Further sales research of signalized corner locations.	5.92 155.00/hr	917.08
6/30/2015 Further review of CFX/Carpenter land sales considered in the report for rebuttal purposes. Verification and confirmation of details.	4.00 155.00/hr	620.00
7/1/2015 Further review of and confirmation of CFX/Carpenter land sales considered in the report for rebuttal purposes.	2.50 155.00/hr	387.50

		_Hrs/Rate	Amount
7/1/2015	Further sales research of signalized corner locations.	3.50 155.00/hr	542.50
7/2/2015	In house sales research of signalized corner locations within the metro Orlando area.	3.50 155.00/hr	542.50
	Work session with Kane regarding development trends within the subjects trade area and other trade areas in and around the beltway. Prep for and attend work session with Andrew Brigham, counsel Marty Engelmann and John Fabian regarding case.	2.50 155.00/hr	387.50
7/7/2015	Continued with sales research of signalized corner locations within the metro Orlando area.	3.50 155.00/hr	542.50
7/14/2015	Work session with Fabian and Kane regarding sales research and rebuttal report preparation and exchange dates.	0.13 155.00/hr	19.38
	Further sales research of prominent corner location proximate to interchanges and intense commercial development.	3.84 155.00/hr	595.46
	Continue with the sales research of corner locations proximate to interchanges	3.42 155.00/hr	529.58
7/15/2015	Correspondence with Kane regarding update on Mesimer's draft engineering report.	0.13 155.00/hr	19.38
7/20/2015	Work session with Sue Murphy, land planner regarding the construction plans and affect of the taking. Multiple work sessions with John Fabian regarding the draft and exhibits to be included in appraisal report.	2.83 155.00/hr	439.17
7/21/2015	Work session with John Fabian regarding exhibits to be included in the report.	1.50 155.00/hr	232.50
	Edits to considered land sale for John Fabian review.	1.50 155.00/hr	232.50
	Edits to considered land sale based on ongoing verification and confirmations.	2.50 155.00/hr	387.50
7/23/2015	Work session with Andrew Brigham, counsel and James Patterson, engineer regarding the case and time frames for expert reports.	0.50 155.00/hr	77.50

		Hrs/Rate	Amount
7/23/2015	Correspondence with property owner regarding the rental of the single family home on the subject property.	0.25 155.00/hr	38.75
	Review and edit to the draft analysis	2.25 155.00/hr	348.75
7/24/2015	Review and edit to the draft analysis. Work session with John Fabian regarding the sales. Continue with the verifications.	2.00 155.00/hr	310.00
7/31/2015	Review Mesimer's engineering report; review and edit to the draft analysis.	1.00 155.00/hr	155.00
8/3/2015	Research of the land sales along Rock Springs Road	1.75 155.00/hr	271.25
8/17/2015	Correspondence with Kane regarding due date for rebuttal report.	0.13 155.00/hr	19.38
8/21/2015	Review and edit rebuttal letter.	1.75 155.00/hr	271.25
10/9/2015	Review and organize file in preparation for deposition.	5.75 155.00/hr	891.25
10/12/2015	Work session with Engelmann regarding the case	0.83 155.00/hr	129.17
10/14/2015	Re inspection of the subject and the surrounding market area with Engelmann; re inspection of the sales utilized; re inspection of CFX/Carpenter sales	7.00 155.00/hr	1,085.00
10/15/2015	Work sessions with Engelmann and Fabian regarding case	4.75 155.00/hr	736.25
10/16/2015	Work sessions with Engelmann and Fabian regarding case	5.00 155.00/hr	775.00
10/17/2015	Work sessions with Engelmann and Fabian regarding case	5.00 155.00/hr	775.00
	Work sessions with Engelmann and Fabian regarding case; create exhibits/maps for the sales used in the prior beltway appraisals	5.00 155.00/hr	775.00
	Deposition preparation with Engelmann, Fabian and Kane regarding case and additional support for sales and strategy for deposition. Map out distances between the interchanges along the beltway. Reconfirmation with Engelmann of the sales along Rock Springs Road.	3.50 155.00/hr	542.50

15

		Hrs/Rate	Amount
10/20/2015 Review and label all photos from recent inspection and add to file; send copy of said photos to Ken Fleming	1	1.50 155.00/h	г 232.50
10/26/2015 Reconfirmation with Engelmann of Family Dollar and O'Reilly land sales on Rock Springs Road with the seller; enter sales information into database		2.00 155.00/h	r 310.00
10/27/2015 Trial preparation consisting of work sessions with Engelmann, Fabian and Kane; confirm zoning and land use changes of Carpenter land sales and summarize confirmations for Engelmann's review prior to transmitting to Andrew Brigham; Research of the land sale in the SE/c of Kelly Park Road and Plymouth Sorrento Road; call to Sarah Pinkepank at Heyward Cantrell's office for possible contact information		2.75 155.00/h	r 426.25
10/30/2015 Research and detail for file the number of parcels and acreage Project Orlando has purchased; instruction to Poulos to locate all the schools in the subject area.		1.75 155.00/h	r 271.25
SUBTOTAL:	[180.70	28,005.93]
For professional services rendered		314.93	\$58,797.36
Balance due		=	\$58,797.36



November 11, 2015

Mr. Andrew P. Brigham Brigham Property Rights Law Firm, PLLC 2963 Dupont Avenue Suite 3 Jacksonville.. FL 32217-2740

In Reference To:

Tyszko Parcel 228

3001 West Kelly Park Road Apopka, Florida 32712

Invoice # 1511

15111.012

	Professional Services Rendered:		
		Hours	Amount
	James D. Patterson		
7/15/2015	Review FDOT's appraisal report; review plans and right-of-way maps; begin preparation of report	3.75	656.25
7/16/2015	Review legal descriptions for size and closure; prepare drawing showing existing property	3.50	612.50
	Prepare drawing of existing and future property and roadways	4.25	743.75
7/20/2015	Prepare drawing showing future property, roadways and intersection	2.50	437.50
7/21/2015	Review appraisal; review Orange County Land Development Code	2.50	437.50
7/22/2015	Field review to take detailed measurements and photographs; reduce field notes	6.50	1.137.50
7/23/2015	Prepare drawing showing property and roadways; prepare report and analysis	4.00	700.00
7/24/2015	Prepare report and analysis	4.50	787.50
	Publish final report	0.50	87.50
10/19/2015	Prepare exhibits and drawings for deposition	3.50	612.50

Continued on next page

Consulting Engineers - and Planmers - 4738 CENTRAL AVENUE • ST. PETERSBURG, FLORIDA 33711 (727) 894-8589 • FAX (727) 898-4937

Page	2
I LLEGO	-

Page 2			Hours	Amount
10/20/2015	Research zoning and Land Development Codes for access in Orange County and City of Apopka	_	2.00	350.00
	Subtotal:		37.50	6,562.50
	Reginald Mesimer, P.E.			
	Conference with Mr. Brigham to review and discuss case issues Begin preparation of analysis and report; conference with Mr. Kane to discuss case issues	8	0.75 2.75	
7/16/2015	Coordinate drafting of existing property and improvements:		3.00	675.00
7/17/2015	review legal descriptions Coordinate preparation of drawing showing future property and		2.25	506.25
7/21/2015	roadways; review and evaluate site impacts Prepare for and participate in conference with Mr. Pagliaro to		1.50	337.50
7/23/2015 7/24/2015 10/19/2015	discuss site impacts Coordinate field review; prepare report Coordinate preparation of exhibits: prepare report and analysis Prepare report and analysis Prepare for deposition Field review and property inspection; prepare for and attend deposition in Orlando		3.00 3.25 4.50 3.75 6.50	731.25 1,012.50 843.75
	Subtotal:		31.25	7,031.25
	Total Professional Services:		68.75	\$13,593.75
	Expenses:			*
	Mileage Parking			153.90 10.00
	Total Expenses:			\$163.90
	Employee Summary			
<u>Name</u> James D. Patte	rson Hour		<u>Rate</u> 175.00	<u>Amount</u> \$6.562.50

Mr. Andrew P. Brigham

Page 3

Name Reginald Mesimer, P.E.

Hours 31.25

Rate 225.00 <u>Amount</u> \$7,031.25

Amount

AMOUNT DUE THIS INVOICE:

\$13,757.65

INVOICE

From

P&M Consulting Group

501 W Euclid Ave. Tampa, FL 33602

Invoice For

Brigham Property Rights Law

Firm

2963 Dupont Ave., Ste 3

Jacksonville, FL 32217

Invoice ID

301

Issue Date

11/10/2015

Due Date

11/10/2015 (upon receipt)

Subject

Michael Tyszko

Item Type	Description	Quantity	Unit Price	Amount
Service Consulting	Michael Tyszko - 04/08/2014 - expert witness / Sue Murphy: Begin review of property information and project overview	0.50	\$250.00	\$125.00
Service Consulting	Michael Tyszko - 04/09/2014 - expert witness / Sue Murphy: Review Expressway Authority appraisal	1.20	\$250.00	\$300.00
Service Consulting	Michael Tyszko - 04/17/2014 - expert witness / Sue Murphy; Meet on site with client and team	3.00	\$250.00	\$750.00
Service Consulting	Michael Tyszko - 05/02/2014 - expert witness / Sue Murphy: Research Wekiva land use docs and agreements, Kelly Park DRI (partial time)	1.50	\$250.00	\$375.00
Service Consulting	Michael Tyszko - 10/08/2014 - expert witness / Sue Murphy: Review background documents and appraisal	1.00	\$250.00	\$250.00
Service Consulting	Michael Tyszko - 10/13/2014 - expert witness / Sue Murphy: Meet with Apopka on land use issues, research area projects	1.60	\$250.00	\$400.00
Service Consulting	Michael Tyszko - 10/22/2014 - expert witness / Sue Murphy: Begin draft planning report	1.20	\$250.00	\$300.00
Service Consulting	Michael Tyszko - 07/15/2015 - expert witness / Sue Murphy: Begin review of Pinel and Carpenter appraisal	0.70	\$250.00	\$175.00
Service Consulting	Michael Tyszko - 07/16/2015 - expert witness / Sue Murphy: Work on planning report	2.00	\$250.00	\$500.00
Service Consulting	Michael Tyszko - 07/17/2015 - expert witness / Sue Murphy: Work on planning report	1.50	\$250.00	\$375.00
Service Consulting	Michael Tyszko - 07/20/2015 - expert witness / Sue Murphy: Work on draft planning report	6.50	\$250.00	\$1,625.00
Service Consulting	Michael Tyszko - 07/27/2015 - expert witness / Sue Murphy: Telecom with Tropical Realty	0.20	\$250.00	\$50.00

Item Type	Description	Quantity	Unit Price	Amount
Service Consulting	Michael Tyszko - 07/28/2015 - expert witness / Sue Murphy: Work on planning report	2.60	\$250.00	\$650.00
Service Consulting	Michael Tyszko - 07/31/2015 - expert witness / Sue Murphy: Review Mesimer report	0.60	\$250.00	\$150.00
Service Consulting	Michael Tyszko - 08/17/2015 - expert witness / Sue Murphy: Review Central Fl. Expressway Authority reports	1.00	\$250,00	\$250.00
Service Consulting	Michael Tyszko - 08/18/2015 - expert witness / Sue Murphy: Finish review of CFEA appraisals	0.50	\$250.00	\$125.00
Service Consulting	Michael Tyszko - 08/19/2015 - expert witness / Sue Murphy: Case planning conference call with A Brighman; several calls to Apopka on new development	1.50	\$250.00	\$375.00
Service Consulting	Michael Tyszko - 08/20/2015 - expert witness / Sue Murphy: Several telecoms with City, research Fowlers Grove shopping center, prepare rebuttal report, review Newsome and Hargrove updated reports, telecom with A Brigham, prep memo on telecom with D. Moon	5.60	\$250.00	\$1,400.00
Service Consulting	Michael Tyszko - 08/25/2015 - expert witness / Sue Murphy: Final and send rebuttal report and memo on discussion with D. Moon	0.40	\$250.00	\$100.00
Service Consulting	Michael Tyszko - 08/27/2015 - expert witness / Sue Murphy: Begin review of Expressway Authority rebuttals	1.00	\$250.00	\$250.00
Service Consulting	Michael Tyszko - 09/16/2015 - expert witness / Sue Murphy: Research Renaissance Center DA	0.30	\$250.00	\$75.00
Service Consulting	Michael Tyszko - 10/08/2015 - expert witness / Sue Murphy: Telecom with A Brigham on case planning	0.90	\$250.00	\$225.00
Service Consulting	Michael Tyszko - 10/12/2015 - expert witness / Sue Murphy: Deposition preparation	2.50	\$250.00	\$625.00
Service Consulting	Michael Tyszko - 10/13/2015 - expert witness / Sue Murphy: Deposition preparation	5.80	\$250.00	\$1,450.00
Service Consulting	Michael Tyszko - 10/14/2015 - expert witness / Sue Murphy: Telecom with Andrew Brigham on deposition issues	0.80	\$250.00	\$200. 00
Service Consulting	Michael Tyszko - 10/19/2015 - expert witness / Sue Murphy: Deposition preparation and attend deposition	5.60	\$250.00	\$1,400.00
Product	Michael Tyszko - 04/17/2014 - Mileage / Sue Murphy: Partial mileage for area visit 60 miles@.55/mi	60.00	\$0.55	\$33.00
Product	Michael Tyszko - 10/23/2015 - Mileage / Suc Murphy	174.00	\$0.55	\$95.70

Item Type	Description	Quantity	Unit Price	Amount
			Subtotal	\$12,628.70
		Retainer	Payments	- \$500.00

\$12,128.70

Amount Due



INVOICE

Invoice No.	Invoice Date	Job No.
224763	10/30/2015	247940
Job Date	Case	No.
10/20/2015	2014CA003590O	
	Case Name	
Central Florida Exp al.	oressway Authority vs. M	lichael Tyszko, et
	Payment Terms	
Net 30		

Andrew Prince Brigham, Esquire Brigham Property Rights Law Frim 2963 Dupont Avenue

Suite 3

Jacksonville, FL 32217

CLIENT#

MATTER#

1 CERTIFIED COPY OF TRANSCRI	PT OF:	is	
Reginald V. Mesimer, P.E.	man	30.00 Pages	115.05
ASCII, Condensed	PAY ASAP	- Current - Curr	35.00
Delivery, Shipping and	Handling KKEEPING USE ON		20.00
E-mail transcript	POSTED IN PL BY		0.00
	PD. DATE CEN	TOTAL DUE >>>	\$170.05

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire Brigham Property Rights Law Frim 2963 Dupont Avenue Suite 3 Jacksonville, FL 32217

Job No. 247940 **BU ID**

: Central FL

Case No.

: 2014CA003590O

Case Name : Central Florida Expressway Authority vs.

Michael Tyszko, et al.

Invoice No. : 224763

Invoice Date : 10/30/2015

Total Due : \$ 170.05

PAYMENT WI	TH CREDIT CARD
Cardholder's Na	me:
Card Number:	
Exp. Date:	Phone#:
Billing Address:	
Zip:	Card Security Code:
Amount to Char	ge:
Cardholder's Sig	nature:
Email:	

Remit To: Orange Legal, Inc. 633 East Colonial Drive Orlando, FL 32803

1-800-275-7991



Andrew Prince Brlgham, Esquire Brigham Property Rights Law Frim 2963 Dupont Avenue Suite 3 Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No
223265	10/30/2015	247999
Job Date	Case	No.
10/19/2015	2014CA003590O	
	Case Name	
Central Florida Expres al.	ssway Authority vs. Michael T	yszko, et
	Payment Terms	
Net 30		

TOTAL DUE >>>

0.00

\$163.90

Martin Engelmann

Estimated # of Pages 53.00 0.00

1 CERTIFIED COPY OF TRANSCRIPT OF:

Sue Murphy 33.00 Pages 108.90

ASCII, Condensed 55.00

Delivery, Shipping and Handling 20.00

Payments may be made online at www.orangelegal.com.

E-mail transcript

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire Brigham Property Rights Law Frim 2963 Dupont Avenue Sulte 3

Jacksonville, FL 32217 Invoice No.

Total Due : \$163.90

Job No. Case No.

Case Name

: 247999

2014CA003590O

Michael Tyszko, et al.

No. : 223265 Invoice Date : 10/30/2015

: Central Florida Expressway Authority vs.

BU ID

: Central FL

Cardholder's Name:

Card Number:

Exp. Date: Phone#:

Billing Address:

Zip: Card Security Code:

Amount to Charge:

Cardholder's Signature:

Email:

Remit To:

Orange Legal, Inc.

633 East Colonial Drive Orlando, FL 32803 1-800-275-7991



Andrew Prince Brigham, Esquire Brigham Property Rights Law Frim 2963 Dupont Avenue Sulte 3 Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No		
223868	10/30/2015	247890		
Job Date	Case	Case No.		
10/12/2015	2014CA003590O			
	Case Name			
Central Florida Expre al.	ssway Authority vs. Michael T	yszko, et		
	Payment Terms			

		TOTAL DUE >>>	\$541.00
	ASCII, Condensed	-	35.00
	Michael Tyszko	43.00 Pages	126.85
1 CE	RTIFIED COPY OF TRANSCRIPT OF:		
	ASCII, Condensed		35.00
1	William Kelly	37.00 Pages	109.15
1 CE	RTIFIED COPY OF TRANSCRIPT OF:		
	E-mail transcript		0.00
	Delivery, Shipping and Handling		20.00
	Exhibit Charge - Per Page for Color Copies	3,00	3.00
	ASCII, Condensed		35.00
1	Charles Chapman	60.00 Pages	177.00
1 CE	RTIFIED COPY OF TRANSCRIPT OF:		

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Involces will accrue interest at 1.5% per month on unpaid balances, net 30 days. Involce cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Andrew Prince Brigham, Esquire Brigham Property Rights Law Frim 2963 Dupont Avenue Sulte 3

Jacksonville, FL 32217

Remit To: Orange Legal, Inc.

633 East Colonial Drive Orlando, FL 32803

1-800-275-7991

Job No. 247890

\$541.00

BU ID

: Central FL

Case No.

Total Due

: 2014CA0035900

Case Name

Central Florida Expressway Authority vs.

Michael Tyszko, et al.

Invoice No. 223868 Invoice Date

: 10/30/2015

PAYMENT WI	TH CREDIT CARD	ANTX - WSA
Cardholder's Na	me:	
Card Number:		
Exp. Date:	Phone#;	
Billing Address:		
Zlp:	Card Security Code:	
Amount to Char	ge:	
Cardholder's Sig	nature:	
Email:		



Andrew Prince Brigham, Esquire Brigham Property Rights Law Frim 2963 Dupont Avenue Suite 3 Jacksonville, FL 32217

INVOICE

Invoice No.	Invoice Date	Job No	
223868	10/30/2015	247890	
Job Date	Case	No.	
10/12/2015	2014CA003590O	2014CA003590O	
	Case Name		
Central Florida Expre. al.	ssway Authority vs. Michael T	yszko, et	
	Payment Terms		
Net 30			

collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.	

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Job No.

Andrew Prince Brigham, Esquire Brigham Property Rights Law Frim 2963 Dupont Avenue Suite 3 Jacksonville, FL 32217

Remit To: Orange Legal, Inc.

633 East Colonial Drive Orlando, FL 32803 1-800-275-7991

3014CA003E000

247890

Case No. \$ 2014CA0035900

Case Name : Central Florida Expressway Authority vs.

Michael Tyszko, et al.

Involce No. 223868

Invoice Date : 10/30/2015

: Central FL

BU ID

Total Due : \$541.00

PAYMENT WI	TH CREDIT CARD	ANTEX WISA
Cardholder's Na	me:	
Card Number:		
Exp. Date:	Phone#:	
Billing Address;		
Zip:	Card Security Code:	
Amount to Char	ge;	
Cardholder's Sig	nature:	
Email:		

U.S. Legal Support, Inc. 20 North Orange Avenue Suite 1209 Orlando FL 32801 Phone:407-649-9193 Fax:407-245-7099

> Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.		
1252496	10/22/2015	1333820		
Job Date	Case	Case No.		
10/12/2015	2014CA003590O			
	Case Name			
Central Florida Exp	ressway Authority vs. M	1ichael Tyszko		
	Payment Terms			
Due upon receipt				

ORIGINAL TRANSCRIPT OF:				
Ellen Hardgrove	74.00 Pages	@	4.00	296.00
Attendance - First Hour			75.00	75.00
Additional Hour(s)	2.00	@	52.50	105.00
E-cd Litigation Support Package			39.00	39.00
Condensed Transcript			19.50	19.50
Processing/Archival/Delivery			45.00	45.00
Ellen Hardgrove Exhibit				
Exhibit	68.00 Pages	@	0.60	40.80
	TOTAL DUE	>>>		\$620.30
	AFTER 12/6/20	D15 PAY		\$682.33
	(-) Payments	/Credits	:	0.00
	(+) Finance	Charges/	Debits:	0.00
	(=) New Bala	ance:		620.30

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax: 904-733-7633

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire

Brigham Property Rights Law Firm, P.L.L.C.

2963 Dupont Avenue

Suite 3

Jacksonville FL 32217

Job No. : 1333820 BU ID

:55-ORLAN

Case No.

: 2014CA003590O

Case Name : Central Florida Expressway Authority vs.

Michael Tyszko

Invoice No. : 1252496

Invoice Date : 10/22/2015

Total Due : \$ 620.30

PAYMENT WI	TH CREDIT CARD	
Cardholder's Na	me:	
Card Number:		
Exp. Date:	Phone#:	
Billing Address:		
Zip:	Card Security Code:	
Amount to Char	ge:	
Cardholder's Sig	nature:	

Remit To: U.S. Legal Support, Inc. P.O. Box 4772-12 Houston TX 77210-4772 U.S. Legal Support, Inc. 20 North Orange Avenue Suite 1209 Orlando FL 32801

Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
1252498	10/23/2015	1333805
Job Date	Case	No.
10/13/2015	2014CA003641O,2014CA003676O	
	Case Name	
Central Florida Exp	ressway Authority vs. R	obert Strier
	Payment Terms	
Due upon receipt		

		(=) New Bal	ance:		653.90
		(+) Finance	Charges	Debits:	0.00
		(-) Payment	s/Credits	:	0.00
		AFTER 12/7/2	015 PAY		\$719.29
		TOTAL DUE	>>>		\$653.90
Exhibits - Color		3.00 Pages	@	1.25	3.75
Exhibit		19.00 Pages	@	0.60	11.40
Robert Peck					
Processing/Archival/Delivery				45.00	45.00
Additional Hour(s)		1.50	@	52.50	78.75
Attendance - First Hour	26			75.00	75.00
Robert Peck		110.00 Pages	@	4.00	440.00
ORIGINAL TRANSCRIPT OF:					

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

BU ID

Please detach bottom portion and return with payment.

Job No.

Case No.

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3

Jacksonville FL 32217

:55-ORLAN

Total Due : \$ 653.90

1333805

Strier

Invoice No. : 1252498 Invoice Date : 10/23/2015

2014CA003641O,2014CA003676O

Case Name : Central Florida Expressway Authority vs. Robert

	PAYMENT WITH CREDIT CARD
	Cardholder's Name:
Remit To: U.S. Legal Support, Inc.	Card Number:
P.O. Box 4772-12	Exp. Date: Phone#:
Houston TX 77210-4772	Billing Address:
	Zip: Card Security Code:
	Amount to Charge: Cardholder's Signature:

U.S. Legal Support, Inc. 20 North Orange Avenue Suite 1209 Orlando FL 32801 Phone: 407-649-9193 Fax: 407-245-7099

> Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
1254196	10/26/2015	1333807
Job Date	Case	No.
10/19/2015	2014CA003590O	
	Case Name	
Central Florida Ex	pressway Authority vs. M	lichael Tyszko
	Payment Terms	
Due upon receipt		

ORIGINAL TRANSCRIPT OF:

Glenn Pressimone, P.E.

Attendance - First Hour Processing/Archival/Delivery 40.00 Pages 4.00 160.00 75.00 75.00 45.00 45.00 TOTAL DUE >>> \$280.00 AFTER 12/10/2015 PAY \$308.00 (-) Payments/Credits: 0.00 (+) Finance Charges/Debits: 0.00 (=) New Balance: 280.00

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

Remit To: U.S. Legal Support, Inc. P.O. Box 4772-12 Houston TX 77210-4772 Job No. **BU ID** :55-ORLAN : 1333807

Phone: 904-730-9001

: 2014CA003590O Case No.

Case Name : Central Florida Expressway Authority vs.

Michael Tyszko

Invoice No. : 1254196

Invoice Date : 10/26/2015

Fax:904-733-7633

Total Due : \$ 280.00

PAYMENT WITH	CREDIT CARD	AMEX WISA
Cardholder's Name		-
Card Number:		
Exp. Date:	Phon	e#:
Billing Address:		
Zip:	Card Security Co	ode:
Amount to Charge:		
Cardholder's Signat	ure:	

U.S. Legal Support, Inc. 20 North Orange Avenue Suite 1209 Orlando FL 32801

Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
1254456	10/26/2015	1333812
Job Date	Case	No.
10/20/2015	2014CA003590O	
	Case Name	
Central Florida Exp	ressway Authority vs. M	lichael Tyszko
	Payment Terms	
Due upon receipt		

	(+) Financ (=) New B	e Charges/	Debits:	488.25
	(-) Payme	nts/Credits	:	0.00
	AFTER 12/1	0/2015 PAY		\$537.08
	TOTAL DU	E >>>		\$488.25
Processing/Archival/Delivery	9		45.00	45.00
Additional Hour(s)	0.50	@	52.50	26.25
Attendance - First Hour			75.00	75.00
2-Day Expedited Transcript				162.00
Jeffrey Newton	45.00 Pages	@	4.00	180.00
ORIGINAL TRANSCRIPT OF:				

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

Remit To: U.S. Legal Support, Inc. P.O. Box 4772-12 Houston TX 77210-4772 Job No. : 1333812 **BU ID** Case No. : 2014CA003590O

Case Name : Central Florida Expressway Authority vs.

Michael Tyszko

Invoice No. : 1254456

Invoice Date : 10/26/2015

Phone: 904-730-9001 Fax:904-733-7633

:55-ORLAN

Total Due : \$ 488.25

PAYMENT WITH CREDIT CARD	AMEX WISA
Cardholder's Name:	
Card Number:	
Exp. Date: Phon	e#:
Billing Address:	
Zip: Card Security Co	ode:
Amount to Charge:	
Cardholder's Signature:	

U.S. Legal Support, Inc. 20 North Orange Avenue Suite 1209 Orlando FL 32801 Phone: 407-649-9193 Fax: 407-245-7099

> Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
1256308	10/30/2015	1333812
Job Date	Case	No.
10/20/2015	2014CA003590O	
	Case Name	
Central Florida Exp	pressway Authority vs. M	lichael Tyszko
	Payment Terms	
Due upon receipt		

		ents/Credits ce Charges,		0.0
	AFTER 12/	14/2015 PAY	<i>,</i>	\$1,400.6
	TOTAL DI	IE >>>		\$1,273.3
Processing/Archival/Delivery	***************************************		45.00	45.0
Condensed Transcript			19.50	19.5
E-cd Litigation Support Package			39.00	39.0
Additional Hour(s)	3.50	@	65.00	227.5
Attendance - First Hour			95.00	95.0
John Speer	12.00 Page	es @	4.35	52.2
DRIGINAL TRANSCRIPT OF:				
Processing/Archival/Delivery			45.00	45.0
Condensed Transcript			19.50	19.5
E-cd Litigation Support Package			39.00	39.0
Walter Carpenter	159.00 Page	es @	4.35	691.6
ORIGINAL TRANSCRIPT OF:				

Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue

Suite 3

Jacksonville FL 32217

1333812

Case Name : Central Florida Expressway Authority vs.

Michael Tyszko

2014CA0035900

Invoice No. : 1256308

Job No.

Case No.

Invoice Date : 10/30/2015

:55-ORLAN

Phone: 904-730-9001 Fax:904-733-7633

BU ID

Total Due : \$ 1,273.35

PAYMENT WITH	CREDIT CARD	AMEX PRODUCTION
Cardholder's Name:		
Card Number:		
Exp. Date:	Phon	e#:
Billing Address:		
Zip:	Card Security Co	ode:
Amount to Charge:		
Cardholder's Signati	ure:	

Remit To: U.S. Legal Support, Inc. P.O. Box 4772-12 Houston TX 77210-4772 U.S. Legal Support, Inc. 20 North Orange Avenue Suite 1209 Orlando FL 32801 Phone:407-649-9193 Fax:407-245-7099

> Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

INVOICE

Invoice No.	Invoice Date	Job No.
1256308	10/30/2015	1333812
Job Date	Case	No.
10/20/2015	2014CA003590O	
	Case Name	
Central Florida Exp	oressway Authority vs. N	Michael Tyszko
	Payment Terms	
Due upon receipt		

	(=) New Balance:	1,273.35
Invoices not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts	to allocate navments properly. Any rights	regarding allocations
refunds or adjustments after 90 days from payment shall be w	aived by payer.	regarding anocacions,

Tax ID: 76-0523238

Please detach bottom portion and return with payment,

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

Remit To: U.S. Legal Support, Inc. P.O. Box 4772-12 Houston TX 77210-4772 Job No. : 1333812 BU ID :55-ORLAN

Case No. : 2014CA0035900

Case Name :: Central Florida Expressway Authority vs.

Michael Tyszko

Invoice No. : 1256308

Invoice Date : 10/30/2015

Phone: 904-730-9001 Fax:904-733-7633

Total Due : \$ 1,273.35

PAYMENT WIT	H CREDIT CARD	AMEX PERSON
Cardholder's Nam	ie:	
Card Number:		
Exp. Date:	Phon	ne#:
Billing Address:		
Zip:	Card Security Co	ode:
Amount to Charg	e:	
Cardholder's Sign	ature:	

U.S. Legal Support, Inc.
20 North Orange Avenue
Suite 1209
Orlando FL 32801
Phone:407-649-9193 Fax:407-245-7099

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

INVOICE

Invoice No.	Invoice Date Job No.		
1259729	11/11/2015	1333820	
Job Date	Case	Case No.	
10/12/2015	2014CA003590O		
	Case Name		
Central Florida Expres	ssway Authority vs. Michael T	yszko	
	Payment Terms		
Due upon receipt			

	TOTAL DUI AFTER 12/2			\$206.50 \$227.15
Exhibit	70.00 Pag	es @	0.60	42.00
William Byrd, PSM				
Processing/Archival/Delivery			45.00	45.00
Condensed Transcript			19.50	19.50
William Byrd, PSM	25.00 Pag	es @	4.00	100.00
ORIGINAL TRANSCRIPT OF:				

Involces not paid by due date will be subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be walved by payer.

Tax ID: 76-0523238

Phone: 904-730-9001 Fax:904-733-7633

Please detach bottom portion and return with payment.

Andrew Brigham, Esquire Brigham Property Rights Law Firm, P.L.L.C. 2963 Dupont Avenue Suite 3 Jacksonville FL 32217

Successiving 12 J2217

Remit To: U.S. Legal Support, Inc. P.O. Box 4772-12 Houston TX 77210-4772 Job No. : 1333820

BU ID

: 55-ORLAN

Case No.

: 2014CA003590O

2017070033300

: Central Florida Expressway Authority vs.

Michael Tyszko

Invoice No.

: 1259729

Invoice Date

: 11/11/2015

Total Due : \$206.50AFTER 12/26/2015 PAY \$227.15

PAYMENT WITH CREDIT CARD		ANEX WISK
Cardholder's Name		
Card Number:		
Exp. Date:	Phone#:	
Billing Address:		
Zip:	Card Security Code:	
Amount to Charge;		
Cardholder's Signat	ure:	

INVOICE

Invoice #ALS-2015006811 9/21/2015

MATTER#

AMI

REASON FOR CHARGES

BOOKE SPENCE 1 SE

APPROVED:

PAY ASSE

PD DA

#2

Orlando, FL 32801 Phone: (800) 275-8908 Fax: (407) 839-3639 Tax Id#: 59-3464830

Andrew Prince Brigham Brigham Moore, LLP 2963 Dupont Ave. Suite 3 Jacksonville, FL 32217

Your Contact: Mary Welborn

Case Number: Orange 14-CA-3641

Plaintiff:

Orlando-Orange County Expressway Authority,

Defendant:

Charles R. Chapman and Kim Chapman; et al.,

Received: 9/21/2015 Served: 9/21/2015 3:45 pm .INDIVIDUAL/PERSONAL

To be served on: ERNEST L. HORNE

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local) Priority Fee		35.00 35.00	35.00 35.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

Orlando, FL 32801 Phone: (800) 275-8908 Fax: (407) 839-3639 Tax Id#: 59-3464830

Andrew Prince Brigham Brigham Moore, LLP 2963 Dupont Ave. Suite 3 Jacksonville, FL 32217

Your Contact: Mary Welborn
Case Number: Orange 14-CA-3641

Plaintiff:

Orlando-Orange County Expressway Authority,

Defendant:

Charles R. Chapman and Kim Chapman; et al.,

Received: 9/21/2015 Served: 9/21/2015 11:45 am .INDIVIDUAL/PERSONAL

To be served on: ROBERT PECK

INVOICE

Invoice #ALS-2015006813 9/22/2015

1/3 /13.00	
1/3 175,00	
1/3 18300	
CLIENT#	MATTER#
NAME	
REASON FOR CHA	RGES
depo su	e-reck
APPROVEDBY	- Control of the Cont
PAT ASAP	1
BOOKKEEPINGUS	E ONI
POSTED IN PL BY	DATE
PD. DATE	AMT

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

ATTORNEYS LEGAL SERVICES, INC. 617 East Washington St. #2
Orlando, FL 32801
Phone: (800) 275-8908
Fax: (407) 839-3639
Tax Id#: 59-3464830

Andrew Prince Brigham Brigham Moore, LLP 2963 Dupont Ave. Suite 3 Jacksonville, FL 32217

Your Contact: Mary Welborn
Case Number: Orange 14-CA-3641

Plaintiff:

Orlando-Orange County Expressway Authority,

Defendant:

Charles R. Chapman and Kim Chapman; et al.,

Received: 9/21/2015 Served: 9/22/2015 7:41 am .INDIVIDUAL/PERSONAL

To be served on: EVELYN RUBLE

INVOICE

Invoice #ALS-2015006812 9/23/2015

13 173.	00			
13 175. 13 183 LIENT#_	(00)	MATTE	R#	_
AME	R CHARG	GES		_
depo	2117-	Rub		
APPROX PAY M			and the second second second	_
BOUL POSTI	15	1305	OPPTMA P	.(

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00 1.00	35.00 35.00	35.00 35.00
riority Fee OTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

INVOICE

Invoice #ALS-2015007401 10/12/2015

#2

Orlando, FL 32801 Phone: (800) 275-8908 Fax: (407) 839-3639 Tax Id#: 59-3464830

Andrew Prince Brigham Brigham Moore, LLP 2963 Dupont Ave. Suite 3 Jacksonville, FL 32217

Your Contact: Beka Laing

Case Number: Orange 14-CA-3590

Plaintiff

Central Florida Expressway Authority,

Defendant: Michael Tyszko,

Received: 10/9/2015 Served: 10/12/2015 2:21 pm .SUBSTITUTE - BUSINESS

To be served on: JEFFREY NEWTON, P.E.

depo

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

617 East Washington St., #2 Orlando, FL 32801

Please let ALS handle your investigative needs. License #A9300074

INVOICE

Invoice #ALS-2015007399 10/12/2015

#2

Orlando, FL 32801 Phone: (800) 275-8908 Fax: (407) 839-3639 Tax Id#: 59-3464830

Andrew Prince Brigham Brigham Moore, LLP 2963 Dupont Ave. Suite 3 Jacksonville, FL 32217

Your Contact: Beka Laing

Case Number: Orange 14-CA-3590

Plaintiff:

Central Florida Expressway Authority,

Defendant: **Michael Tyszko**,

Received: 10/9/2015 Served: 10/9/2015 4:10 pm .INDIVIDUAL/PERSONAL

To be served on: JOHN T. SPEER

depo

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:	<u></u>		\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

INVOICE

Invoice #ALS-2015007398 10/12/2015

#2

Orlando, FL 32801 Phone: (800) 275-8908 Fax: (407) 839-3639 Tax Id#: 59-3464830

Andrew Prince Brigham Brigham Moore, LLP 2963 Dupont Ave. Suite 3 Jacksonville, FL 32217

Your Contact: Beka Laing

Case Number: Orange 14-CA-3590

Plaintiff:

Central Florida Expressway Authority,

Defendant: Michael Tyszko,

Received: 10/9/2015 Served: 10/9/2015 3:40 pm .AUTHORIZED To be served on: WALTER N. CARPENTER, JR., MAI, CRE

dupo

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

INVOICE

Invoice #ALS-2015007400 10/12/2015

#2

Orlando, FL 32801 Phone: (800) 275-8908 Fax: (407) 839-3639 Tax Id#: 59-3464830

Andrew Prince Brigham Brigham Moore, LLP 2963 Dupont Ave. Suite 3 Jacksonville, FL 32217

Your Contact: Beka Laing

Case Number: Orange 14-CA-3590

Plaintiff:

Central Florida Expressway Authority,

Defendant: Michael Tyszko,

Received: 10/9/2015 Served: 10/9/2015 3:20 pm .INDIVIDUAL/PERSONAL To be served on: GLENN PRESSIMONE, P.E. Director of Engineering

depo

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
Priority Fee	1.00	35.00	35.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

ATTENTION: WE ARE HAVE RELOCATED TO A NEW LOCATION. OUR NEW ADDRESS IS:

Fed

Ship

Track

Manage

Learn

FedEx Office

Messages

FedEx Billing Online

0.00

Printer-friendly

Logout

2

Search/Download

My Options

Message Center

Ground Shipment Details

Tracking ID Summary

Billing Information

Tracking ID no. Invoice no

Account no.

4-714-82486 3183-7731-6

Bill date

09/11/2014

Total Billed

\$9.85

Tracking ID Balance due

\$0.00

Status

Paid CC

View Invoice History

View signature proof of delivery

Transaction Details

Sender Information

Andrew Brigham **Brigham Property Rights**

2963 Dupont Avenue #3 Jacksonville FL 32217

Shipment Details

Ship date 09/11/2014

Payment type Shipper Service type Home Delivery

Package type Customer Packaging Weight 1.00 lbs

Pieces Meter No. 103755643

Declared value \$0.00

Original Reference

Customer reference no. Department no.

Purchase order no.

183.00 / Tyszko

Proof of Delivery

Delivery date Service area code 09/12/2014 00000

Signed by

View signature proof of delivery

Recipient Information

MICHAEL TYSZKO MICHAEL TYSZKO 2112 BAYOU DR

HOLIDAY FL 34691-971712

US

Charges

Transportation Charge Performance Pricing Residential Fuel Surcharge **Total charges**

2.90 0.60 \$9.85

6.68

-0.33

Daily's 1083 2685 Race Track Road Jacksonville, Florida 32259

10/12/2015 6:07:06 AM

STARBUCKS Store #13645 105 Fireworks Alley Saint Augustine, FL (904) 810-0771

CHK 656537 10/12/2015 06:26 AM 1869153 Drawer: 1 Reg: 2

Rf Trky Bacon Sand 3.75 Vt Dark Roast 2.45 Mastercard 6.58 XXXXXXXXXXXXXX1870

 Subtotal
 \$6.20

 Tax 6.0%
 \$0.38

 Total
 \$6.58

 Change Due
 \$0.00

------ Check Closed ------10/12/2015 06:26 AM

Join our loyalty program
My Starbucks Rewards(R)
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

Register: 100 Tran Seq No: 5560 Store No: 1083 ICR

Fuel Sale Pump# 1 93-V-Pwr

11.040 Gallons @ \$2.699/Gal \$29.80

 Sub. Total:
 \$29.80

 Tax:
 \$0.00

 Total:
 \$29.80

 Discount Total:
 \$0.00

MASTERCARD: \$29.80

Change: \$29.80

SHELL 2685 RACE TRACK RD JACKSONVILLE FL

32259

Merch #: 57541299004

Appr: 01247E Invoice #: 029033

MASTERCARD XXXX XXXX XXXX 1870

10/12/2015 06:06:47

Thanks For Your Business

Croissant Gourmet 120 East Morse Blvd.

Winter Park, FL 32789 (407) 622-7753

10055 Alexandria

Check: 1258	Guests: 1
10/20/2015 07:48AM	
1 Lg. Reg Coffee 1 Choco Croissant	1.79 3.20
SUBTOTAL Tax TOTAL DUE	4.99 0.33 \$5.32

Merci Beaucoup! Phone: (407) 622-7753 Fax: (407) 622-7754 3450 State Road 16 St. Augustine Fl 32092

EXXUN EXPRESS PAY

TRAVEL CENTER EXXON FG12117121001 2450 STATE ROAD 16 SAINT AUGUST, FL 32092 10/20/2015 216665533 07:59:56 PM

KXXXXXXXXXXX1870 Mastercard BRIGHAM/ANDREW P INVOICE 092035 AUTH 02066E

PUMP# 8 Plus Price/gal	2	9.749G \$2.699
FUEL TOTAL	\$	56.00
CREDIT	\$	56.00

Customer-activated Purchase/Capture
Site #: 8888888884227666
Shift Number 1
Sequence Number 84513
APPROVED 82866E



Sand Ford That Trustes Great ! Since 1977

The second is	11504
10 Te 1885 N. 189 12 Te 1 10 Tep.1	11 14 14 20 14 10 14 10
(Apr. 450) 	1 5 1 458 (3) (3)
3 (P)	
CREDIT CARD	28.25

2 - 6 - 1 - 124 - 1

A TANK THE TANK A

Park Plaza Hotel 307 South Park Avenue

307 South Park Avenue Winter Park, FL 32789 407-647-1072 FrontDesk@ParkPlazaHotel.com

TAX ID:

Andrew Brigham 2963 Dupont Ave Jacksonville, FL 32217 904-730-9001

the couled	Wedn't Cittle			ARIE .	0100
200	122860	10/19/2015	10/20/2015		0.00
				_	

Corporate

			Congre	Chedite	on tolera
10/19/2015	200	Room Taxable	199.00	0.00	199.00
10/19/2015	200	Sales Tax - 6.500%	12.94	0.00	211.94
10/19/2015	200	Room/Bed Tax - 6.000%	11.94	0.00	223.88
10/20/2015	200	Visa/Mastercard1870 AP: 01926E	0.00	223.88	00.0

The COOP Dine In 610 W Morse Blvd Winter Park, FL 32789-3701 401-843-2667

2142 Jessica		
	Oct 19 15 U7:097	M
Chk 131/0	the second secon	A- A1
1 3 Pc Chk Ger	Breast Thigh	12,00
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	1870	13.30
Mastercard		
		12.49
Subtotal		0.81
Tax Total		3.30
Fayment Ma	12 Check Closed	
	12 Check Closed	
A		

EXPENSE REPORT DEPT. OR SALES OFFICE REPORT DATE TO BUSINESS PURPOSE ACCOUNT NO. TRANSPORTATION LOCAL TAXI, CARFARE, TOLL ETC AUTOMOBILE EXPENSES MEALS (ITEMIZE BUSINESS ***) DATE AIR, RAIL BUS. LIMOUSINE, CAR RENTAL, ETC LODGING ENTERTAINMENT MISCELLANEOUS TOTAL BREAKFAST LUNCH DINNER S U Ν M O W D Н REPORT U R S Α XPENSE TOTAL 641.58 AUTOMOBILE EXPENSES *** ENTERTAINMENT AND BUSINESS MEALS ONLY *** GAS, PARKING, REPAIRS, SERVICE DATE MILEAGE AMOUNT DATE ENTERTAINED (NAME, COMPANY, TITLE) PLACE **BUSINESS PURPOSE** AMOUNT MISCELLANEOUS EXPENSES *** EXPENSE SUMMARY INSTRUCTIONS DATE DETAIL AMOUNT **AMOUNT** DEDUCT FROM MY ADVANCE 0 00 10/30/13 UPS-Notacy TOTAL EXPENSES REPORTED MAIL TO: LESS CASH **ADVANCE** TOTAL DUE EMPLOYEE/EMPLOYER **EXPENSE REPORT** SIGNATURE

Publix.

Lake Forest 5240 West SR 46 Sanford, FL (407) 321-0423 Store Manager: Bob Hodge

PRX TUR CRAN WH SU

Order Total 6.49 Sales Tax 0.39	
Grand Total 6.88 Debit Payment 6.88 Change 0.00	

7452KD

6.49 T F

PRESTO!

Reference #: 069470-003 Trace #: 0010012721 Acct #: XXXXXXXXXXXX9604 Debit Purchase FROM CHECKING

Amount: \$6.88

Your cashier was Chelsea

11/12/2013 14:34 \$0641 R106 5054 C0237

Love to shop here. Love to save here. Visit publix.com/save

Publix Super Markets, Inc.

EXP	ENSE RE	PORT									
NAME BUSINESS I	Ken Flen	viy	DEPT. OR S	SALES OFFICE		REPORT DAT	9/14	DATE OF TRIP	FROM /	114 103	130 114
DATE	TRANSPORT AIR, RAIL, BUS, ETC.	FATION LIMOUSINE, AR RENTAL ETC.	AUTOMOBILE EXPENSES	LOCAL TAXI, CARFARE, TOLL, ETC	LODGING	MEALS BREAKFAST	(ITEMIZE BUSINE	ESS ···)	ENTERTAINMENT	MISCELLANEOUS	TOTAL
S D JY	Kelly / J	eto, Chapm	an Initi	al Offe	rs	278 n	1:185 (1 (92 2 x 93)	2		155 68

Kelly, Tyseto, Chapman Trevor KLETIJUANA FLATS 5030 M State Bood 10

5030 W State Road 46		5030	[i]	State	Road	46	
----------------------	--	------	-----	-------	------	----	--

Host: Cashier KEN	02/24/2014 1:45 PM 20055	
Dos Taco's H/Chicken Taco	4.99 0.45	
NO Onion S/Chicken Taco Flour Tortilla NO Onion	0.45	
2Tacos Blk Bns & Rice	1.99	
Subtotal Tax	7.88 0.48	გ
EAT IN Total	8.36 - 2.1	
Cash	20.00	
Change	11.64	

--- Check Closed ---

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

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

CASE NO: 2014-CA-003590-O

Subdivision 39

Petitioner,

Parcel 228

vs.

MICHAEL TYSZKO, et. al.

Respondents.

SETTLEMENT AGREEMENT

Respondent(s), MICHAEL TYSZKO, and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:

- 1. Petitioner will pay to Respondent(s), MICHAEL TYSZKO, (referred to as "Respondent") the sum of Two Hundred Forty Thousand Dollars exactly (\$240,000), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 228, including statutory interest and all claims related to real estate and business damages, severance damages, attorney's fees and litigation costs, expert witness fees, and costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Thirty-One Thousand Two Hundred Forty Dollars (\$31,240). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of Two Hundred Eight Thousand Seven Hundred Sixty Dollars exactly (\$208,760), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.
- 2. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board. If approval is not given by the ROW Committee, on or before July 7, 2017, and the CFX Board, on or before July 14, 2017, this Settlement Agreement shall be null and void. Petitioner and Respondent agree that the pending case will remain on the jury trial docket currently set for August 14, 2017, unless and until the ROW Committee and CFX Board approve the Settlement Agreement within the aforementioned timeframes.
 - 3. 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.

- 4. Counsel for Petitioner and Counsel for Respondent will submit to the Court a mutually agreeable form of Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- 5. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 228, severance damages, business damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- 6. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.
- 7. This Settlement Agreement, executed by the parties and their counsel on this day of June, 2017, contains all the agreements of the parties.

Sinds Lanes Print Name: LINDA 5, B. LANOSA Central Florida Expressively Authority	
Print Name: LINIDA S. B. LANGSA	Print Name:
Central Florida Expressway Authority	Owner
Print Name:	Print Name:
Counsel for CFX N/A	Owner
Print Name:	Print Name Andrew Cince Brug For
Mediator	Attorney for Owner

CONSENT AGENDA ITEM

#27

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Linda S. Brehmer Lanosa, Deputy General Counsel Linda Sel

Deborah Keeter, Dewberry

DATE:

June 29, 2017

RE:

State Road (SR) 408, Project 408-128 (Reference Project 408-304, Parcel 814)

Owner: Eastmar Commons Partnership, successor in title to Victoria Equities

Location: East of Dean Road on SR 408

INTRODUCTION

We are seeking Board approval of a negotiated Real Estate Purchase Agreement with Eastmar Commons Partnership, successor in title to Victoria Equities, relating to acquisition of the fee interest in property that is already encumbered by an easement held by the Central Florida Expressway Authority ("CFX") for the sum of \$750.

BACKGROUND

In 1987 and in conjunction with the eastern extension of SR 408, as known as Project 408-304, CFX's predecessor purchased several properties from Victoria Equities, Inc., including a 1.12-acre drainage easement referred to as Parcel 814.

Now, CFX would like to acquire the entire fee simple interest over Parcel 814 for the widening S.R. 408 from S.R. 417 to Alafaya Trail. The widening of S.R. 408 includes a sound wall along or within Parcel 814. The acquisition would be for future construction, maintenance, drainage, related facilities, or other appropriate and legally authorized uses.

Eastmar Commons Partnership has agreed to sell the fee interest in Parcel 814 to CFX for \$750 as shown by the attached partially-executed Real Estate Purchase Agreement.

REQUESTED ACTION

We respectfully request the Board approve the attached Real Estate Purchase Agreement between Eastmar Commons Partnership and CFX for the purchase of the fee simple interest in Parcel 814 for the sum of \$750.

The Right of Way Committee recommended approval on June 28, 2017.

Attachments: Proposed Agreement and Location Aerial

Reviewed by: Joseph I proviation

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

WWW.CFXWAY.COM



PROJECT 408-128 S.R. 408 Widening (Reference Project 408-304 Parcel 814)

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into this ______ day of ______ 2017, by and between EASTMAR COMMONS PARTNERSHIP, a Florida general partnership, ("Owner"), whose address is _______ 81\(\nu_0\) 5\(\nu_0\) Lake May FL and whose U.S. Taxpayer Identification Number is _______ and the _______ and an agency of the state, under the laws of the State of Florida, ("CFX"), whose address is 4974 ORL Tower Road, Orlando, FL 32807.

WITNESETH:

WHEREAS, Owner is the fee simple owner of a certain parcel of real property located in Orange County, Florida (the "Property"), being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, CFX's predecessor, the Orlando-Orange County Expressway Authority, acquired a drainage easement over, under and upon the Property in its favor recorded December 22, 1987, in Book 3945, Page 741; and

WHEREAS, CFX desires to acquire the entire fee simple interest over the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities, drainage, or for other appropriate and legally authorized uses, and CFX is required by law to furnish same for such purpose; and

WHEREAS, Owner, under threat of condemnation, desires to sell to CFX and CFX desires to purchase from Owner the Property upon the terms and conditions hereinbelow set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by CFX to Owner, 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, CFX and Owner hereby covenant and agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. Agreement to Buy and Sell. Owner, under threat of condemnation, agrees to sell to CFX and CFX agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

- 3. <u>Purchase Price</u>. The total Property to be purchased from Owner is one and 12/100ths acres (1.12 acres), more or less, and includes any and all site improvements (the "Property"). The total purchase price (the "Purchase Price") to be paid by CFX to Owner for the Property shall be Seven Hundred Fifty Dollars (\$750.00) which Purchase Price shall be paid by CFX to Owner at Closing. The Purchase Price shall be paid by a check from CFX or by wire transfer of funds, subject to appropriate credits, adjustments and prorations as hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement.
- CFX's Right of Inspection. CFX shall at all times before Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which CFX, in its discretion, deems necessary or desirable to determine the suitability of the Property for its intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. CFX may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). CFX may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to CFX in its sole discretion. In the event CFX determines that said report is not satisfactory, CFX may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder.
- Evidence of Title. At any time before Closing, CFX may, at CFX's sole cost and 5. expense, order a commitment from an agent of CFX's selection, for a policy of Owner's Title Insurance (the "Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to CFX. Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. The Commitment shall bind the title company to deliver to CFX a policy of Owner's Title Insurance which shall insure CFX's title to the Property in an amount equal to the Purchase Price. CFX shall have fourteen (14) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to CFX. Owner shall have thirty (30) days from receipt of notice within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, CFX shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owner agree that it will, if title is found to be unmarketable or otherwise unacceptable to CFX, use its best efforts to correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at CFX's option. Those matters set forth on Exhibit "B" attached hereto and

incorporated herein by reference, together with those title exceptions listed in the Commitment and accepted by CFX, shall be deemed and collectively referred to herein as the "Permitted Exceptions". CFX shall take title to the Property subject to the Permitted Exceptions. At Closing, CFX shall pay the premium for the Owner's Title Insurance Policy to be issued.

6. <u>Survey</u>. CFX shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to CFX and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not acceptable to CFX shall be treated as title exceptions. The surveyor shall provide certified legal descriptions and sketches of said descriptions delineating the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owner.

7. Closing Date and Closing Procedures and Requirements.

- (a) <u>Closing Date</u>. The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before sixty (60) days after the Acceptance Date or such earlier date selected by CFX upon not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of CFX, or CFX's attorney, or any other place which is mutually acceptable to the parties.
- (b) <u>Conveyance of Title</u>. At the Closing, Owner shall execute and deliver to CFX a Statutory Warranty Deed, in the form and content attached hereto as <u>Exhibit "C"</u> and incorporated herein by reference, conveying fee simple marketable record title to the Property to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever.

In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Owner, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the Purchase Price.

- (c) <u>Conveyance of Possession</u>. Title shall transfer as of the Closing Date and, on or before the Closing Date, Owner shall abandon and vacate the Property and shall remove all personal property not included in this transaction that Owner intends to remove from the Property and for which CFX has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to CFX at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in <u>Exhibit "B"</u>. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and CFX will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.
- (d) <u>Prorating of Taxes and Assessments</u>. Owner shall pay all taxes, assessments and charges applicable to the Property for all years. At Closing, Owner will pay to CFX or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the Orange County Property Appraiser, the Orange County Tax Collector and/or other applicable governmental authority.

- (e) <u>Closing Costs.</u> CFX shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to CFX hereunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by CFX, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property, should CFX desire to obtain a title insurance policy on the Property; (iv) all of the costs and expenses associated with the Survey, should CFX desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.
- (f) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification number and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as **Exhibit "D"**).
- 8. <u>Maintenance of Property</u>. From and after the date hereof and until physical possession of the Property has been delivered to CFX, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.
- 9. <u>Warranties and Representations of Owner</u>. To induce CFX to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties set forth herein, make the following representations and warranties, each of which is material and is being relied upon by CFX and shall survive Closing;
- (a) That Owner owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances and there are no tenancy, rental or other occupancy agreements affecting the Property.
- (b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the Ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by CFX.

- (c) Owner has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owner hereunder.
- (d) Owner has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.
- (e) Owner has no knowledge that the Property has ever been used by previous Owner and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owner has no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owner has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owner's part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owner has no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.
- (f) Owner has no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct CFX's use of the Property.
- (g) There are no Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owner or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.
- (h) No person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the Property or any portion or thereof or any interest therein.
- (i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party or to which Owner may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.
- (j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

- (k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owner has knowledge, Owner will immediately disclose same to CFX when such knowledge is first available to Owner; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.
- 10. <u>Defaults.</u> In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, the non-defaulting party, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. Nothing contained in this subsection shall limit or prevent CFX from exercising its power of eminent domain to acquire, by condemnation, title to the Property.
- 11. <u>Notices.</u> Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director Telephone: (407) 690-5000 Facsimile: (407) 690-5011

With a copy to:

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel Telephone: (407) 690-5000 Facsimile: (407) 690-5011

OWNER:

ZSS Primere Blud Suite 160 Lake MARRY FI , 32736 Telephone: 407-649-4705 With a copy to:

John Keatning , Esquire

Keatning & Schlitt , P.A.

250 East (blooms) Shite 300

Commundo FL , 32901

Telephone: 407-425-2907

Facsimile: Enail (ICIC & Icegtlaw.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

- General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Owner and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.
- 13. <u>Survival of Provisions</u>. All covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.
- 14. <u>Severability</u>. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

- 15. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear their own fees and costs.
- 16. <u>Waiver of Jury Trial</u>. OWNER AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.
- 17. Radon Gas. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- Conditional Acceptance. Owner hereby acknowledges and agrees that CFX's 18. execution hereof and acceptance of the terms and provisions hereof constitute a conditional acceptance and agreement. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and agreed that, pursuant to Section 119.07(6)(n), Florida Statutes, as amended from time to time, this Agreement shall be subject to the final approval and acceptance by CFX's Board, in its sole discretion, and shall be accepted or rejected by said Board on or before ninety-five (95) days after the Effective Date of this Agreement (the "Acceptance Date"). In the event of Acceptance, CFX shall notify Owner in writing within fifteen (15) days after the Board meeting at which the Agreement was accepted by executing and delivering the Notice of Approval and Acceptance in the form attached hereto as Exhibit "E". Provided this Agreement is timely accepted by CFX, this Agreement shall continue in full force and effect, subject to the terms and provisions hereof. In the event CFX shall fail to accept this Agreement on or before the Acceptance Date, this Agreement shall be deemed rejected. If this Agreement is rejected or deemed rejected by CFX, this Agreement shall automatically be null and void and of no further force or effect and the parties shall be released from all further obligations and liabilities hereunder. Owner hereby expressly acknowledges and agrees that Owner has made and entered into this Agreement in consideration of CFX's covenant to conditionally accept this Agreement subject to final acceptance by CFX, in its sole discretion, in accordance with the terms and conditions herein set forth.
- 19. <u>Design, Location and Funding Disclosure</u>. In accordance with Section 5-5.025 of the Central Florida Expressway Authority Right-of-Way Acquisition Procedures Manual, Owner acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the subject project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources.
- 20. <u>Effective Date</u>. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Owner execute this Agreement.
- 21. **Release of CFX**. By execution of this Agreement, Owner acknowledges and agrees that as of the date of Owner's execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts,

controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had or has, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner's conveyance of the Property to CFX, including, without limitation, any claim for loss of access to Owner's remaining property, severance damages to Owner's remaining property, business damages or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner's agreement to the foregoing. (Right-of-Way Acquisition Procedures Manual, Section 5-5.025)

- 22. **Not an Offer**. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.
- 23. <u>Indemnifications Regarding Brokers. Finders, Etc.</u> Owner represents and warrants to CFX, and CFX likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to CFX, and each Party hereto agrees to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of CFX (as to the indemnity obligations of CFX) or arising out of any actions of Owner (as to the indemnity obligations of Owner).
- 24. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:	"OWNER"
	EASTMAR COMMONS PARTNERSHIP, a Florida General Partnership
Print Name:	Victoria Equities, Inc Anther By: Allegrafiel Printed Name: A. WAYNE Rich Title: Pres relat Date: 5/15/17
WITNESSES:	"CFX"
Print Name:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida
Print Name	By: Printed Name: Title: Date:
	APPROVED AS TO FORM FOR EXECUTION BY A SIGNATORY OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
	By: General Counsel
	Date:

SCHEDULE OF EXHIBITS

Exhibit	Description					
A Legal Description of The Property						
B Schedule - Permitted Exceptions						
С	Form – Special Warranty Deed					
D	Form – Beneficial Interest Affidavit					
Е	Form – Notice of Approval and Acceptance					

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PROJECT 408-128 S.R. 408 Widening PARCEL NO. 114 (Reference Project 408-304 Parcel 4-814)

Parcel ID No.: 29-22-31-2366-00-001

Begin at the Northeast corner of the West ½ of the East ½ of the Northeast ¼ of the Southwest ¼ of Section 29, Township 22 South, Range 31 East, State of Florida, Orange County;

thence South 00° 20′ 18″ West a distance of 230.01 feet along the East line of the West ½ of the East ½ of the Northeast ¼ of the Southwest ¼ of Section 29;

thence South 89° 51' 40" West a distance of 96.48 feet;

thence North 45° 08′ 20″ West a distance of 325.27 feet to the North line of the Southwest ¼ of Section 29;

thence North 89° 51′ 40″ East a distance of 328.40 feet to the Point of Beginning.

Containing 1.12 acres more or less.

Also described as:

Tract "A", Eastmar Commons Phase Two, according to the plat thereof, as recorded in Plat Book 41, pages 82 and 83, of the Public Records of Orange County, Florida.

EXHIBIT "B"

PERMITTED EXCEPTIONS

- 1. Real Property Taxes for the year 2017.
- 2. Drainage Easement in favor of Orlando/Orange County Expressway Authority recorded December 22, 1987 in Book 3945, Page 741, Public Records of Orange County, Florida.
- 3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmar Commons Phase 2, as recorded in Plat Book 41, Pages(s) 82 and 83, Public Records of Orange County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604©.

EXHIBIT "C"

FORM – SPECIAL WARRANTY DEED

PROJECT 408-128 S.R. 408 Widening (Reference Project 408-304 Parcel 814)

This deed has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.013(4) and 12B-4.014(14), F.A.C; and see, Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993)

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed theday of, 20	017
by EASTMAR COMMONS PARTNERSHIP, a Florida general partnership, wh	ose
address is hereinafter referred to	as
"Grantors," to CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic a	and
corporate, and an agency of the state, under the laws of the State of Florida, whose	tax
identification number is 59-1021557, and whose mailing address is 4974 ORL Tower Ro	oad,
Orlando, FL 32807, hereinafter referred to as "Grantee".	

WITNESSETH:

THAT Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, aliens, remise, release, convey and confirm unto Grantee all that certain land situate in Orange County, Florida, to-wit:

Parcel Identification No.: 29-22-31-2366-00-001

Legal Description: See attached EXHIBIT "A" (the

"Property")

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO the ad valorem real estate taxes for the calendar year 2017 and all subsequent years thereafter.

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

AND Grantors hereby covenant with Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors have good right and lawful authority to sell and convey said land; that Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances except those matters set forth on **Exhibit "B"**.

AND by execution and delivery of this deed, Grantors hereby remise, release, acquit, satisfy, and forever discharge Grantee, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantors ever had, now have, or which any personal representative, successor, heir or assign of Grantors, hereafter can, shall or may have, against Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantors' conveyance of the Property to Grantee, including, without limitation, any claim for loss of access to Grantors' remaining property, severance damages to Grantors' remaining property, business damages or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

Print Name: __

in the presence of:	EASTMAR COMMONS PARTNERSHIP, a Florida general partnership,
WITNESSES:	
Print Name:	Printed Name:Title:

Date:

STATE C)F)				
COUNTY	OF)				
	, 20	instrument was		as		
personally	MAR COMN known to me	ONS PARTNED or has produced	RSHIP, a Florid	a general pa	_	
did/did no	t take an oath	•				
				(Signature of	Notary Public	c)
				(Typed name	of Notary Pul	blic)
				Notary Public	-	,
				Commission		
				My commissi	on expires:	

EXHIBIT "D"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO:	Executive Director, CENTRAL FLORI a body politic and corporate, and an age				
FROM:	EASTMAR COMMONS PARTNER	SHIP, a Florida general partnership,			
SUBJECT:	Project 408-128, Parcel, a, a, a				
oath, and sub	<u> </u>	t search and inquiry, hereby states under name and address of each person having a, 2017 is as follows:			
Name	Address	Percentage of Ownership			

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

[SIGNATURE AND NOTARY ON NEXT PAGE]

SELLER

				PART	TMAR COMMONS TNERSHIP, a Florida general ership,
				Printe Title:	d Name:
STATE OF COUNTY O)F				
EASTMAR	COMMON nown to me	017, by NS PARTNE	CRSHIP, a F	lorida	day o as o general partnership. He / She i as identification and who
					(Signature of Notary Public)
				*:	(Typed name of Notary Public) Notary Public, State of Florida Commission No.: My commission expires:

EXHIBIT "D1"

<u>LEGAL DESCRIPTION TO EXHIBIT "D"</u> <u>DISCLOSURE OF INTERESTS IN REAL PROPERTY</u>

Begin at the Northeast corner of the West ½ of the East ½ of the Northeast ¼ of the Southwest ¼ of Section 29, Township 22 South, Range 31 East, State of Florida, Orange County;

thence South 00° 20′ 18″ West a distance of 230.01 feet along the East line of the West ½ of the East ½ of the Northeast ¼ of the Southwest ¼ of Section 29;

thence South 89° 51' 40" West a distance of 96.48 feet;

thence North 45° 08′ 20″ West a distance of 325.27 feet to the North line of the Southwest ¼ of Section 29;

thence North 89° 51′ 40″ East a distance of 328.40 feet to the Point of Beginning.

Containing 1.12 acres more or less.

Also described as:

Tract "A", Eastmar Commons Phase Two, according to the plat thereof, as recorded in Plat Book 41, pages 82 and 83, of the Public Records of Orange County, Florida.

EXHIBIT "E"

NOTICE OF APPROVAL AND ACCEPTANCE

Pursuant to the terms and conditions of Section Florida Expressway Authority, a body politic and claws of the State of Florida ("CFX"), on the dapproved and accepted that certain Re, 2017, by and between Florida general partnership, and CFX.	corporate and an agency of the state, under the ay and date set forth hereinbelow has duly al Estate Purchase Agreement dated
	"CFX"
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida
	By:
STATE OF FLORIDA) COUNTY OF ORANGE)	
The foregoing instrument was acknowledged before 2017, by as	of Central Florida Expressway acy of the state, under the laws of the State of is personally known to me or has produced
	(Signature of Notary Public)
	(Typed name of Notary Public) Notary Public, State of Florida Commission No. My commission expires:

R:\Departments\Legal\General\Deeds-Easements-Leases\408 Dean Proj 304-305, p814 - Easement to Fee\Real Estate Purchase Agreement Form - 408+Dean.docx



CONSENT AGENDA ITEM

#28



MEMORANDUM

TO:

CFX Board Members

FROM:

Suzanne M. Driscoll, Esq., Right-of-Way Counse

DATE:

June 29, 2017

RE:

State Road 429 Wekiva Parkway, Project 429-203; Parcel 168 (Simmons) & Parcel 179

(Watson)

State Road 429 Wekiva Parkway, Project 429-204; Parcel 251 (American Finance) &

Parcel 258 (Brown)

State Road 429 Wekiva Parkway, Project 429-206; Parcel 318 (Bridges) & Parcel 319

(Yeomans)

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of a negotiated settlement between the Central Florida Expressway Authority ("CFX") and Phillips M. Simmons (Parcel 168), Patrick E. Watson and Teresa A. Watson (Parcel 179), American Finance, LLC (Parcel 251), Robert P. Brown and Lois C. Brown (Parcel 258), Alan L. Bridges and Karen Y. Bridges (Parcel 318) and Judy A. Yeomans (Parcel 319) (collectively "Respondents") to settle all the outstanding expert fees and costs incurred by the Respondents in the above referenced matters, with the exception of Parcels 168 and 251.

DESCRIPTION AND BACKGROUND

The Respondents accepted Offers of Judgment made by CFX during the third quarter of 2016. Following entry of the Stipulated Final Judgments, Counsel for the Respondents, Callan Law Firm, P.A., submitted to Counsel for CFX detailed statements of service for each of the Respondents' experts and also made the experts' files available for inspection by CFX. Following inspection and negotiations, the parties were able to reach resolution on all the experts' fees and costs, with the exception of Parcels 168 and 251, subject to final approval by the CFX Right-of-Way Committee and Board. A copy of the Settlement Agreement as to Expert Fees and Costs is attached as **Exhibit "A"** to this Memorandum. The fees and costs associated with Parcels 168 and 251 could not be completely resolved at this time as there are some minor

post judgment issues that remain to be resolved. We do, however, anticipate resolving all remaining fees and costs on those parcels shortly.

EXPERT'S FEES AND COSTS

Section 73.091, Florida Statutes, requires condemning authorities to pay all reasonable costs incurred by a party in defense of his or her claims, including those of their expert witnesses. As mentioned above, we have reviewed the Respondents' experts' invoices and work product and negotiated the attached Settlement Agreement. Settlement of Respondents' experts' fees and costs eliminates the additional attorneys' fees that CFX would be obligated to pay if these matters were to proceed to a cost hearing as Florida law requires the condemning agency pay Respondents' reasonable attorney's fees incurred in connection with post judgment cost proceedings.

RECOMMENDATION

For the above-cited reasons, Right-of-Way counsel respectfully requests Board approval of a settlement in the amount of \$91,335, in settlement of all expert fees and costs incurred by Respondents for Parcels 168, 179, 251, 258, 318, and 319, subject to a reservation to assert for post-judgment expert fees and costs in connection with Parcel 168. In addition, this settlement resolves all severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claims of Parcels 179, 258, 318, and 319.

The Right of Way Committee recommended approval of the proposed Settlement Agreement at its June 28, 2017 meeting.

ATTACHMENTS

Exhibit "A" - Settlement Agreement as to Expert Fees and Costs

Exhibit "B" - Calhoun, Dreggors and Associates invoices

Exhibit "C" - MEI Civil invoices

Exhibit "D" - Juris Corp. invoices

Exhibit "E" - Accuright invoice

Exhibit "F" - Lakemont Group invoices

Exhibit "G" - VHB invoices

Exhibit "H" - DeRango invoice

Exhibit "I" - Power Acoustics invoice

Exhibit "J" - PSG Construction invoice

Exhibit "K" - Florida Real Estate Analysts, Inc. invoice

cc: Linda Brehmer Lanosa, Deputy General Counsel

Reviewed by: Joseph Hamatore

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

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

Petitioner.

VS.

DARRELL D. REID, et al.,

JOHN E. HUMASON. et al.,

HENRY J. DUBEL, et al.,

ODIS DOVER, et al.,

CASE NO.: 2014-CA-003698-O

Parcel: No. 168 (Simmons) CASE NO. 2014-CA-003658-O

Parcel 179 (Watson)

CASE NO. 2015-CA-00148-O

Parcel 251 (American Finance, LLC)

CASE NO. 2015-CA-002136-O

Parcel 258 (Brown)

Respondents

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT (N AND FOR LAKE COUNTY, FLORIDA

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

Petitioner,

Vs.

ALAN L. BRIDGES, et al.,

CURTIS WAYNE McNEIL, et al.,

CASE NO. 2015-CA-001219 Parcel 318 (Bridges)

CASE NO. 2015-CA-001237

Parcel 319 (Yeomans)

Respondents.

SETTLEMENT AGREEMENT AS TO EXPERT FEES AND COSTS

Through informal discussion between counsel for the parties, the parties reached the following Settlement Agreement as to expert fees and costs for Parcels 168, 179, 251, 258, 318, and 319.

1. For reference purposes, the above-listed Respondents submitted the following invoices.

	Calhoun. Dreggurs and Associates	MEI Civil	Lakemont Group	vun	PSG Construction	Florida N/E Analyst	Juris Corp.	DeRango	Power Acoustics	Acsurgla	CLIENT TOTAL
Brown	\$7.612.00		36.10.00		\$4 100 00						\$12 h L 100
Bridges	\$5 825 00	\$4 601 75	-			\$2,000,00					\$12.48R 75
Waison	\$6 868 00	58,027.25	\$525.00	\$71 4n2 72			\$1 187 50	\$750.00	(K.024.0)		Bunt L.
Vontan	\$3 837 00	\$1.917.10		\$3,255.22		C7 135 101					MOTO A
American Fin	57 950 80		4012.00								51,501.00
Simmons	\$0,002.00	\$5,929 88					\$2.405.00			A" Darent	Can long fin
EXPERT TOTAL	113,754.00	\$22 (88.18	\$2,100.00	\$10,717.94	\$4 100 nn	\$4.185 (8)	\$1.792.50	\$750 00	\$8 1125 14	AS BOLOR	VI01/11/20

2. Petitioner will pay to Callan Law Firm, P.A. the sum of NINETY-ONE THOUSAND THREE HUNDRED THIRTY FIVE AND NO/100 Dollars (\$91,335.00) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondents for Parcels 168, 179, 251, 258, 318, and 319, consisting of the sum of the following:

Expert	Amount	Orange County	Lake County
Calhoun, Dreggors and Associates	\$30,500	21,500	9,000
MEI Civil, LLC	18,885	10,885	8,000
Lakemont Group	1,700	1,700	0
Vanasse Hangen Brustlin, Inc. (VHB)	15,300	12,300	3,000
PSG Construction	4,100	4,100	0
Florida Real Estate Analysts, Inc.	3,800	0	3,800
Juris Corporation	2,900	2,900	0
DeRango, Best & Associates	750	750	0
Power Accoustics, Inc.	8,000	8000	0
Accuright Surveys of Orlando, Inc.	5,400	5400	0
Total	\$91,335	\$67,535	\$23,800

- 3. Because two of the cases, Bridges and Yeomans, are pending in Lake County while the other four (4) cases are pending in Orange County, the expert fees have been divided for processing purposes only into two separate payments by County.
- 4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.
- 5. Counsel for Petitioner and Respondents will jointly submit to the Court a mutually approved Order Awarding Expert Fees containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- 6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

This Agreement resolves all expert fees and expert costs incurred by Respondents for Parcels 168, 179, 251, 258, 318, and 319, at this time. Respondents shall make no further claims for expert fees or expert costs in connection with Parcels 179, 251, 258, 318, and 319. Respondents reserve the right to make further claims for expert fees and costs and attorneys fees and costs as to Parcel 168 in connection with the post-final judgment construction claim issue for Parcel 168.

This Settlement Agreement, executed by counsel for the parties on this 16th day of June, 2017, contains all the agreements of the parties.

Suzanne M. Driscoll, Esq.

Central Florida Expressway Authority

Attorney for Petitioner Counsel for Respondents

Simmons, Watson, American Finance, LLC,

Brown, Bridges and Yeomans

Thomas P. Callan, Esq.

ORLDOCS 15479887 1 19125.0085

Accordingly, we respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the total settlement of all the outstanding attorney's fees and expert costs in the referenced matters in the amount of \$91,335.00.

ATTACHMENTS

Exhibit "A" - Settlement Agreement as to Expert Fees and Costs

Exhibit "B" - Calhoun, Dreggors and Associates invoices

Exhibit "C" - MEI Civil invoices

Exhibit "D" - Juris Corp. invoices

Exhibit "E" - Accuright invoice

Exhibit "F" - Lakemont Group invoices

Exhibit "G" - VHB invoices

Exhibit "H" - DeRango invoice

Exhibit "I" - Power Acoustics invoice

Exhibit "J" - PSG Construction invoice

Exhibit "K" - Florida Real Estate Analysts, Inc. invoice

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 18, 2015

Thomas P. Callan, Esq. c/o Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

RE:

Owner:

Brown

Project:

Wekiva Parkway

County:

Orange

INVOICE

Conferences with owner's representative, review impacts of project, review CFX report, meeting with owners, inspect subject property, sales research/analysis, review/meet with owner's representative regarding results of our research.

Abrams Schmidt:

29.75 Hrs. x \$175/Hr. =

\$5,206

Dreggors:

8.75 Hrs. x \$275/Hz =

2,406

Total

\$7,612

Thank you,

Richard C. Dreggors, GAA

President

RCD/ddp



OWNER	BROWN	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	N/A	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/13/15	REVIEW OF SUBJECT DATA FILE.	1.00
02/18/15	REVIEW OF CONDEMNOR APPRAISAL; ANALYSIS OF SALES.	3.25
02/23/15	RESEARCH/ANALYSIS OF LAND SALES.	3.00
02/24/15	PREPARE FOR SITE INSPECTIONS; RESEARCH/ANALYSIS OF LAND SALES.	3.50
02/25/15	PREPARE FOR AND ATTEND SITE INSPECTION OF THE SUBJECT PROPERTY.	2.25
02/26/15	ANALYSIS OF LAND SALES; WORK ON SALE EXHIBITS AND VERIFY SALES.	2.75
03/04/15	RESEARCH/ANALYSIS OF IMPROVED SALES; RUN CALCULATION AFTER EXTRACTING LAND VALUES.	5.00
04/02/15	MEETING WITH RICK TO REVIEW MARKET AREA FOR SALES RESEARCH; RESEARCH/ANALYSIS OF SALES.	4.00
04/07/15	ANALYSIS OF SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	3.00
04/10/15	ANALYSIS OF COMPENSATION.	2.00
	TOTAL HOURS	29.75

*	OWNER PROJECT PARCEL(S) COUNTY	WEKIVA PARKWAY	D C. DREGGORS, GAA
	DATE	TYPE OF SERVICE	HOURS
	02/11/15	CONFERENCE WITH OWNER'S REPRESENTA REVIEW IMPACTS OF PROJECT ON VALUES; DISCUSS SCOPE OF OUR ASSIGNMENT.	TIVE; 1.00
	02/23/15	REVIEW CFX REPORT; PREPARE FOR MEETI WITH OWNERS.	NG 1.25
	02/25/15	PREPARE FOR AND MEET WITH OWNERS; REDOCUMENTS WITH THEM; INSPECT SUBJECT PROPERTY.	
	04/02/15	ASSIST WITH SALES RESEARCH; MEETING WASSOCIATE TO REVIEW.	/ITH 2.75
	04/07/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE AND ASSOCIATE REGARD SALES RESEARCH AND ANALYSIS.	0.75 ING
1	05/05/15	CONFERENCE WITH OWNER'S REPRESENTA' REVIEW VALUATION ISSUES.	TIVE; 0.50
	10/15/15	PREPARE FOR AND CONFERENCE WITH OWN REPRESENTATIVE; REVIEW DEADLINES AND REMAINING SCOPE OF WORK.	<u> </u>
		TOTAL HOURS	8.75

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 1, 2016

Thomas P. Callan Esq. c/o Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

RE: Owner:

Bridges

Project:

Wekiva Parkway

Parcel No.: 318 County:

Lake

INVOICE

Inspect are of subject, review CFX report, conferences with owner's representative, research/analysis of sales, meeting with owner's representative, analysis of potential compensation.

Abrams Schmidt:

24.25 Hrs. x \$175/Hr. =

\$4,244

Dreggors:

5.75 Hrs. x \$275/Hr. =/

<u>1,581</u>

Total

\$5,825

Thank you,

Richard C. Dreggors, GAA President

RCD/ddp



OWNER PROJECT PARCEL(S) COUNTY	WEKIVA PARKWAY	RTNEY ABRAMS SCHMIDT
DATE	TYPE OF SERVICE	HOURS
09/12/16	REVIEW OF CONDEMNOR'S APPRAISAL'S ANALYSIS OF SUBJECT MATERIAL; MEETI RICK TO REVIEW; ANALYSIS OF SURROUN PARCELS.	NG WITH
09/13/16	RESEARCH/ANALYSIS OF LAND SALES; RIMPROVED SALES.	ESEARCH 4.25
09/14/16	PREPARE FOR METING; MEETING WITH O REPRESENTATIVE.	WNER'S 2.75
09/16/16	ADDITIONAL LAND SALES RESEARCH; AND SALES.	ALYSIS OF 3.00
09/27/16	ANALYSIS OF IMPROVED SALES.	2.50
09/30/16	SUMMARY ANALYSIS OF SALES.	3.50
10/05/16	UPDATED SUMMARY OF SURROUNDING FACQUISITIONS.	PARCEL 2.00
10/26/16	ANALYSIS OF COMPENSATION; MEETING TO REVIEW; PREPARE SUMMARY OF DATA	
	TOTAL HOURS	24.25

OWNER PROJECT PARCEL(S) COUNTY	BRIDGES RICHARI WEKIVA PARKWAY 318 LAKE	D C. DREGGORS, GAA
DATE	TYPE OF SERVICE	HOURS
02/02/16	INSPECT EXTERIOR OF SUBJECT AND AREA.	1.00
09/09/16	REVIEW CFX REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.50
09/12/16	MEETING WITH ASSOCIATE TO REVIEW SCOR WORK; CONFERENCE WITH OWNER'S REPRESENTATIVE.	PE OF 0.75
09/14/16	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINANALYSIS.	1.75) NARY
10/26/16	MEETING WITH ASSOCIATE TO REVIEW OUR ANALYSIS.	0.75
	TOTAL HOURS	5.75

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 1, 2016

Thomas P. Callan Esq. c/o Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

RE:

Owner:

Watson

Project:

Wekiva Parkway

Parcel No.: 179

County:

Orange

INVOICE

Inspect exterior of subject parcel, review subject material, meetings with owner's representative, review CFX appraisal, review valuation issues, analysis of sales, analysis of potential compensation.

Abrams Schmldt:

22.75 Hrs. x \$175/Hr. =

\$3,981

Dreggors:

10.50 Hrs. x \$275/H₁ ≠

2,887

Total

\$6,868

Thank you,

Richard C. Dreggors, GAA President

RCD/ddp



PROJECT PARCEL(S) COUNTY	WEKIVA PARKWAY 179 ORANGE	
DATE	TYPE OF SERVICE	HOURS
02/05/16	REVIEW OF CONDEMNOR APPRAISAL AND SALES; PULL SUBJECT DATA; PREPARE FOR MEETING; UPDATE OVERALL AERIAL OF CFX VALUES IN AREA OF THE SUBJECT; MEETING WITH RICK TO REVIEW.	5.00
02/08/16	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	1.75
03/17/16	RESEARCH/ANALYSIS OF SALES; ANALYSIS OF DAMAGES; PREPARE DIFFERENCES CHART.	6.75
03/18/16	ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW; UPDATE EXHIBITS.	5.50
04/04/16	MEETING WITH RICK TO PREPARE FOR CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ATTEND CONFERENCE CALL.	∮.50
09/16/16	UPDATE SUMMARY ANALYSIS; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.25

COURTNEY ABRAMS SCHMIDT

22.75

WATSON

TOTAL HOURS

OWNER

OWNER PROJECT PARCEL(S) COUNTY	WATSON WEKIVA PARKWAY 179 ORANGE	RICHARD C. DREGGORS, GAA
DATE	TYPE OF SERVICE	HOURS

DATE	TYPE OF SERVICE	HOURS
02/02/16	INSPECT EXTERIOR OF SUBJECT PARCEL; REVIEW DOCUMENTS AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW THE ASSIGNMENT.	2.75
02/05/16	REVIEW CFX APPRAISAL; MEETING WITH ASSOCIATE TO REVIEW OUR SCOPE; PREPARE FOR MEETING WITH OWNER'S REPRESENTATIVE.	2.25
02/08/16	REVIEW VALUATION ISSUES; MEETING WITH OWNER'S REPRESENTATIVE; REVIEW OUR SCOPE OF WORK.	1.75
03/18/16	MEETING WITH ASSOCIATE TO REVIEW SALES DATA.	1.25
04/04/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
05/10/16	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE AND EXPERTS; REVIEW VALUATION ISSUES.	1.00
09/16/16	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION OF SUBJECT.	0.75
	TOTAL HOURS	10.50

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

November 10, 2016

Thomas P. Callan Esq. c/o Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

RE:

Owner: Yeomans

Project:

Wekiva Parkway

Parcel No.: 319

County:

Lake

INVOICE

Review CFX reports, conferences with owner's representative, research/analysis of sales, analysis of damages, meeting with owner's representative.

Abrams Schmidt:

12.50 Hrs. x \$175/Hr. =

\$2,187

Dreggors:

6.00 Hrs. x \$275/Hr. =

1,650

Total

\$3,837

Thank you,

Richard C. Dreggors, GAA

President

RCD/ddp



OWNER PROJECT PARCEL(S) COUNTY	YEOMANS COURTNEY ABRA WEKIVA PARKWAY 319 LAKE	AMS SCHMID
DATE	TYPE OF SERVICE	HOURS
09/12/16	REVIEW CONDEMNOR APPRAISAL; PULL SUBJECT DATA; MEETING WITH RICK; CREATE SUMMARY OF CFX SURROUNDING PARCEL INFORMATION.	4.00
09/13/16	PREPARE FOR MEETING; RESEARCH/ANALYSIS OF SALES; ANALYSIS OF DAMAGES.	3.50
09/14/16	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	3.25
10/26/16	ANALYSIS OF VALUES AND DAMAGES; MEETING WITH RICK; PREPARE SUMMARY OF DATA.	1.75
	TOTAL HOURS	12.50

OWNER PROJECT PARCEL(S)	YEOMANS WEKIVA PARKWAY 319	RICHARD C. DREGGORS, C
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
09/09/16	REVIEW CFX REPORTS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.75
09/12/16	MEETING WITH ASSOCIATE TO REVIEW OUT SCOPE OF WORK; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
09/14/16	PREPARE FOR AND MET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY ANALYSIS.	2.00
10/26/16	REVIEW SALES AND POTENTIAL COMPENSATION FOR THE TAKING.	<u>1.50</u>
	TOTAL HOURS	6.00

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

October 31, 2016

Thomas P. Callan c/o Callan Law Firm, PA 921 Bradshaw Terrace Orlando, FL 32806

RE:

Owner:

Anderson

Project:

Wekiya Parkway

Parcel No.: 251

County:

Orange

INVOICE

Pro-rate share research time and sales analysis for single family homes, review/analyze sales.

Abrams:

11.75 Hrs. x \$175/Hr. =

\$2,056

Dreggors:

3.25 Hrs. x \$275/Hr, 7

894

Total

\$2,950

Thank you,

Richard C. Dreggors, GAA

President

RCD/ddp



OWNER PROJECT PARCEL(S) COUNTY	ANDERSON WEKIVA PARKWAY 251 ORANGE	COURTNEY ABRAMS SCHMIDT
DATE	TYPE OF SERVICE	HOURS
10/03/14	RESEARCH SALES.	4.50
10/10/14	RESEARCH/ANALYSIS OF SALES.	2.75
10/22/14	CONTINUE RESEARCH/ANALYSIS C	OF SALES, 4.25
10/15/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	S <u>0.25</u>
	TOTAL HOURS	11.75

0.6

OWNER ANDERSON RICHARD C. DREGGORS, GAA PROJECT WEKIVA PARKWAY PARCEL(S) 251 COUNTY ORANGE HOURS TYPE OF SERVICE DATE REVIEW SALES; ANALYSIS OF SALES AND COMPARE 10/22/14 3.25 TO SUBJECT PARCEL. **TOTAL HOURS** 3.25

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 1, 2016

Thomas P. Callan Esq. c/o Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

RE:

Owner:

Simmons

Project:

Wekiva Parkway

Parcel No.: N/A County:

Orange

INVOICE

Conferences with owner and owner's representative, prepare for and meet with owner at the site, inspect subject, review impacts of the taking, meeting with owner's representative.

Abrams Schmidt:

25,50 Hrs. x \$175/Hr. =

\$4,462

Dreggors:

8.00 Hrs. x \$275/Hr. =

2,200

Total

\$6,662

Thank you,

Richard C. Dreggors, GAA President

RCD/ddp



PROJECT PARCEL(S) COUNTY	WEKIVA PARKWAY N/A ORANGE	
DATE	TYPE OF SERVICE	HOURS
10/22/14	CONFERENCE CALL WITH OWNER AND ATTORNEY; REVIEW OF FILE AND SUBJECT MATERIAL.	2.25
01/19/15	ANALYSIS OF CONDEMNOR APPRAISAL AND SALES.	2.25
01/20/15	ANALYSIS OF HALL'S SALES AND DAMAGES.	1.75
01/28/15	MEETING WITH RICK TO REVIEW HALL'S APPRAISAL ANALYSIS AND CONSTRUCTION PLANS.	1.00
08/24/16	RESEARCH/ANALYSIS OF LAND SALES.	4.25
08/26/16	RESEARCH/ANALYSIS OF IMPROVED SALES.	3.75
09/12/16	ANALYSIS OF SALES DATA.	3.00
09/13/16	RESEARCH/ANALYSIS OF SALES; PREPARE FOR MEETING WITH OWNER'S REPRESENTATIVE; MEETING WITH RICK TO DISCUSS DAMAGES AND COMPENSATION ANALYSIS; UPDATE OVERALL EXHIBITS OF CFX VALUES.	5.25
09/14/16	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	2.00
	TOTAL HOURS	25.50

COURTNEY ABRAMS

OWNER

SIMMONS

PROJECT PARCEL(S) COUNTY	WEKIVA PARKWAY N/A ORANGE		
DATE	TYPE OF SERVICE	HOURS	
10/22/14	PREPARE FOR AND CONFERENCE WITH OWNER AND OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	1.25	
10/29/14	PREPARE FOR AND MEET WITH OWNER AT THE SITE; INSPECT SUBJECT; REVIEW IMPACTS OF THE TAKING.	1.75	
01/28/15	MEETING WITH ASSOCIATE TO REVIEW CFX APPRAISAL OF THE SUBJECT.	1.00	
09/13/16	MEETING WITH ASSOCIATE TO REVIEW OUT ANALYSIS.	1.25	
09/14/16	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY ANALYSIS.	1.50	
09/16/16	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION OF SUBJECT.	0.50	
11/28/16	CONFERENCE WITH OWNER'S REPRESENTATIVE;	0.75	

REVIEW VALUATION AND OFFER FROM CFX.

TOTAL HOURS

OWNER

SIMMONS

RICHARD C. DREGGORS, GAA

8.00



bill to:

Thomas P. Callan, Esquire Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, Florida 32806

Invoice Date:

2/7/2017

Invoice Number:

193027H-1

Invoice Amount Due:

\$4,593.75

JOB: SR 429, Wekiva Parkway, Parcel 318

Bridges

Engineering Analysis

Description	Hours	Rate	Fee	Total
Senior Designer (JRR)	35.0	\$125.00	\$4,375.00	\$4,375.00
			Subtotal	\$4,375.00
			Expenses (5%)	\$218.75
			Total Fee Due	\$4,593.75

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for John R. Russell

193027H

Job Name

Bridges P318 SR 429

Duše	Hours	Task	Work Description
10/12/2016	2.0		Existing Conditions & Boundary
10/12/2016	1,5		DownLoad Appriasal & Roadway Plans and Print
10/13/2016	1.5		USGS, Site Aerial, FEMA & Location Map Exhibits
10/14/2016	3.0		Area Of Take Exhibit
10/14/2016	0.5		Research & Download Digital Aerials
10/14/2016	1.5		Proposed Right of Way & Roadway BaseLines
10/17/2016	3.0		Draft Proposed RoadWay Plans - Ponds & Drainage
10/17/2018	3.5		Draft Proposed RoadWay Plans - Road & Bridge SR 46
10/17/2016	2.0		Before Conditions Exhibit
10/18/2016	2.5		Draft Proposed RoadWay Plans - Ponds & Drainage
10/18/2016	3.0		Draft Proposed RoadWay Plans - Road & Bridge SR 46
10/19/2016	3.5		Droft Proposed RoadWay Plans - RoadWay Shading SR 46
10/20/2018	4.0		UnCured Remainder
10/21/2016	2.0		Update & Plot Final Exhibits
10/21/2016	1.5		SetUp & Print Exhibits
Hours:	35.0		



bill to:

Thomas P. Callan, Esquire Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, Florida 32806

Invoice Date:

6/29/2016

Invoice Number:

193026H-1

Invoice Amount Due:

\$8,027.25

JOB: SR 429-203, Parcel 179

Watson

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal(DLM) Senior Designer (JRR)	14.5 33.5	\$250.00 \$120.00	\$3,625.00 \$4,020.00	\$3,625.00 \$4,020.00
			Subtotal	\$7,645.00
			Expenses (5%)	\$382.25
			Total Fee Due	\$8,027.25



See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193026h

Job Name

SR429-203, P179, Watson

Date	Hours	Task	Work Description
2/22/2016	4,0		review CFX appraisal reports
5/4/2016	4.0		coordinate exhibit preparation
5/13/2016	1.5		coordinate exhibit preparation
5/16/2016	5.0		review 429 construction plans, preliminary analysis of impacts
Total Hours:	14.5		

Work Descriptions for John R. Russell

193026H

Job Name

Watson P179 SR 429

Date	Hours	Task	Work Description
5/2/2016	2.0		Existing Conditions & Boundary
5/2/2016	1.5		DownLoad Appriasal & Roadway Plans and Print
5/2 <u>/</u> 2016	1,5		USGS, Site Aerial, FEMA & Location Map Exhibits
5/3/2016	3.0		Area Of Take Exhibit
5/3/2016	0.6		Research & Download Digital Aerials
8/3/2016	1.6		Proposed Right of Way & Roadway BaseLines
5/4/2016	3.0		Draft Proposed RoadWay Plans - Ponds & Drainage
5/4/2016	3,5		Draft Proposed RoadWay Plans - Road & Bridge
5/4/2016	2.0		Before Conditions Exhibit
5/5/2016	2.5		Draft Proposed RoadWay Plans - Ponds & Draftage
5/5/2016	2.0		Draft Proposed RoadWay Plans - Road & Bridge
5/6/2016	3,0		Draft Proposed RoadWay Plans - RoadWay Shading
5/10/2016	4.0		UnCured Remainder
5/11/2016	1.5		SetUp & Print Exhibits
5/13/2016	2.0		Update & Plot Final Exhibits
Hours:	33.5		



bill to:

Thomas P. Callan, Esquire Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, Florida 32806

Invoice Date:

2/7/2017

Invoice Number:

193028H-1

Invoice Amount Due:

\$3,937.50

JOB: SR 429, Wekiva Parkway, Parcel 319 Yeomans

Engineering Analysis

Description	Hours	Rate	Fee	Total
Senior Designer (JRR)	30.0	\$125.00	\$3,750.00	\$3,750.00
	J		Subtotal	\$3,750.00
			Expenses (5%)	\$187.50
			Total Fee Due	\$3,937.50

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for John R. Russell

193028H

Job Name

Yeomans P319 SR 429

Dute	Hours	Task	Work Description
10/12/2016	2.0		Existing Conditions & Boundary
10/12/2016	1.5		DownLoad Appriasal & Roadway Plans and Print
10/13/2016	1.5		USGS, Site Aerial, FEMA & Location Map Exhibits
10/14/2016	3.0		Area Of Take Exhibit
10/14/2016	0.5		Research & Download Digital Aerials
10/14/2016	1.5		Proposed Right of Way & Roadway BaseLines
10/17/2016	3.0		Draft Proposed RoadWay Plens - Ponds & Drainege
10/17/2016	2.0		Draft Proposed RoadWay Plans - Road & Bridge
10/17/2016	2.0		Before Conditions Exhibit
10/18/2016	2.5		Draft Proposed RoadWay Plans - Ponds & Drainage
10/18/2016	1.0		Draft Proposed RoadWay Plans - Road & Bridge
10/19/2016	2.0		Draft Proposed RoadWay Plans - RoadWay Shading
10/20/2016	4.0		UnCured Remainder
10/21/2016	2,0		Update & Plot Final Exhibits
10/21/2016	1.5		SetUp & Print Exhibits ·
Hours:	30.0		

me i civil, LLC

964 Lake Baldwin Lane, Suite 200 Orlando, FL 32814 407-893-6894 fax 407-893-6851 www.meicivii.com

bill to:

Thomas P. Callan, Esquire Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, Florida 32806

Invoice Date:

2/7/2017

Invoice Number:

193009H-1

Invoice Amount Due:

\$3,425.63

JOB: SR 429, Wekiva Parkway, Parcel 168

Simmons

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal(DLM) Senior Project Manager (KSH)	3.0 5.5	\$265.00 \$210.00	\$795.00 \$1,155.00	\$795.00 \$1,155.00
Senior Designer (JRR)	10.5	\$125.00	\$1,312.50	\$1,312.50
			Subtotal	\$3,262.50
			Expenses (5%)	\$163.13
			Total Fee Due	\$3,425.63

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193009Н

Job Name

SR 429, P168, Simmons

Date	Hours	Task	Work Description
4/29/2014	3,0		Prepare for and make site visit with owners and attorney
otal Hours:	3.0		

Work Descriptions for Kevin S. Hebert, PE

193009H

Job Name

SR 429, P168, Phillip Simmons

Date	Hours	Work Description
10/15/2015	2.0	intro, map and exhibits prep
10/16/2015	1.5	Maps and exhibits, enalysis
10/19/2015	1.0	Maps and exhibits, analysis cont.
11/10/2015	0.5	Analysis
11/11/2015	0.5	Analysis
al Hours:	5.5	

Work Descriptions for John R. Russell

193009H

Job Name

Simmons P168 SR 429

Date	Hours	Task	Work Description
5/7/2016	1.5		Proposed Right of Way & Roadway BaseLines
5/7/2015	0,5		Research & Download Digital Aerlals
5/8/2015	1.5		Draft Proposed RoadWay Plans - Road & Bridge
5/8/2015	1.5		Draft Proposed RoadWay Plans - Ponds & Drainage
5/9/2015	1.0		Draft Proposed RoadWay Plans - RoadWay Shading
5/9/2015	2.5		Draft Proposed RoadWay Plans - Ponds & Drainage
5/9/2015	20		Draft Proposed RoadWay Plans - Road & Bridge
l Hours:	10.5		



bill to:

Thomas P. Callan, Esquire Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, Florida 32806

Invoice Date:

5/31/2017

Invoice Number:

193009C-1

Invoice Amount Due:

\$2,504.25

JOB: SR 429, Wekiva Parkway, Parcel 168 Simmons Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal(DLM)	9.0	\$265.00	\$2,385.00	\$2,385.00
			Subtotal	\$2,385.00
			Expenses (5%)	\$119.25
			Total Fee Due	\$2,504.25

See attachment for detail.

Payment is due upon settlement.

Work Descriptions for Daniel L. Morris, P.E.

193009H

Job Name

SR 429, P168, Stmmons

Date	Hours	Task	Work Description
4/7/2017	3,5		prepare and make site visit and meeting with property owner.
4/10/2017	5.5		summary of existing drainage along SR 429 and property, analysis of potential cure
al Hours:	9.0		



Juris Corporation 255 South Orange Avenue Suite 101 Orlando, FL 32801 407-648-0405

Invoice #: 9781 Invoice Date: 6/28/2016

EUUTO

Thomas P. Callan, P.A. 921 Bradshaw Terrace Orlando, FL 32806

Description	ine/Gity	Rate	Amount
Case: CFX v. Patrick Watson Attn: Mr. Tom Callan, Esq. and Katherine Ewing			
For photo/video session, editing and stabilization of video and output of digital file for client - R. Scott	7.5	185.00	1,387.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total \$1,387.50
Payments/Credits \$0.00
Balance Due \$1,387.50





Juris Corporation 265 South Orange Avenue Suite 101 Orlando, FL 32801 407-648-0405

ym

Invoice #: 9716 Invoice Date: 1/29/2015

BIII To:

Thomas P. Callan, P.A. 921 Bradshaw Terrace Orlando, FL 32806

	是用的物性的可能的不够的现代的特色。	APPROXICE TO A PERSONNER	in the Carpeter of the Contract of the	AND THE PERSON NAMED OF THE PARTY OF THE PAR	The Comment of the same of the b
The state of the s	"And which the Line and Street, Name of Street		THE PERSON OF PROPERTY OF	人士主题的"人"人"人"。一人心,刘素是是这个	HERMAN DEPOSIT OF STREET
SHOOS AND THE SHOOTS.	P[:i:[+ d]:)((#]) ((#))	* CONTRACTOR STATES - 7	医部内部の関係を開発される しゅうきしがく たんぴ	1 4、電視的(4)(5)(2) 日本(1)(5)(2)(2)(2)(2)(2)(2)(2)(2)(2)(2)(2)(2)(2)	MODERAL (*) (*) (1) 98007
NAME OF THE OWNER, WHICH AND ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH ADDRESS OF THE OWNER, WHICH A	and the control of t	A STATE OF THE STA		ty Rate	医 种类的 1000 1000 1000 1000 1000 1000 1000 10

Case: Simmons

For development of 3D elevated roadway and bridge models for future visualization of roadway from viewpoint of property.

Computer graphics/3D modeling

7 185.00 1,295.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total \$1,295.00
Payments/Credits \$0.00

Balance Due



\$1,295.00



Juris Corporation 255 South Orange Avenue Suite 101 Orlando, FL 32801 407-648-0405

Invoice #: 9723 Invoice Date: 3/10/2015



Thomas P. Callan, P.A. 921 Bradshaw Terrace Orlando, FL 32806

THE REAL PROPERTY.		(A) and paint	Hamilie	ally	Fate	Amorniu
	Case: \ttn:	Simmons Melanie Richmond	1			
F	or ex	sterior photographs and aerial drone videos of the above property . 05/15, including portal to portal, download and editing.				
R	lober	t Scott		4	185.00	740.00

Please make checks payable to: Juris Corporation,

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1,5% per month.

Federal 1D Number: 59-2813163

Total\$740.00Flayments/Credits\$0.00Balance Due\$740.00





Juris Corporation 255 South Orange Avenue Suite 101 Orlando, FL 32801 407-648-0405

Invoice #: 9702 Invoice Date: 9/19/2014

Bill To;

Thomas P. Callan, P.A. 921 Bradshaw Terrace Orlando, FL 32808

Description Hou	ırs/Qty	Rate	Amount
Case: Simmons Property Attn: Ms. Melanle Richmond	i	727	
R. Scott - For photo/video shoot on Sept. 18, 2014, including travel time, on-site photo and video, studio editing and video stabilization.	2	185.00	370.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total \$370.00

Payments/Credits \$0.00

Balance Due \$370.00





Accuright Surveys of Orlando, Inc.

2012 E. Robinson Street, Orlando, Florida 32803 Tel. (407) 894-6314, Fax. (407) 897-3777

SURVEY CONTRACT

Stephanle Tate Cultur Liny Firm, PA

921 Bradslinw Torrace Orlando, Fl 32806 Tel: (407) 426-9141

Pax: (407) 426-1548

09-Oct-14

Job Not 48915

Subject: Survey proposal for 3145 Phils Lane, Apopka

Dear: Stephanie Tate

Thank you for allowing us to submit this proposal for the following land survey services.

Subject Property

Lot: R/W Taking Parcel 168 Subdivision: SEC 36 TOWN 20, Kng 27

Plat Book:

Page(s);

County: ORANGE

Scope of work

boundary, Topographic and Tree Survey including tree line height on east

Cost

\$5,400.00

Produce boundary survey drawing

PRODUCE BOUNDARY AND TOPO DRAWING

PRODUCE BOUNDARY AND TOPO DRAWING SHOWING EFFECT OF RAY TAK

1. Beforer After supply the Aither of taken

TIME FRAME: 3-4 weeks

Payment Due upon receipt of survey.

We trust this proposal meets with your approval. Please sign, date and return this proposal so we proceed with your project,

Approved by:

Brank A. Frymon Det

FRANK A. RAYMOND PRESIDENT ACCURIGHT SURVEYS

09-Oct-14

poiled 1-4-15 cink 9/154

DATE : Jan/ 6/2015

CHE # : 9156 INVOICE PAYMENT INVOICE PAYMENT AMOUNT : \$10,200.00 41003 : 1200.00 40962 : 3600.00

ACCOUNT: 2 40915 : 5400.00

PAID TO: Accuright Surveys of Orlando, Inc.

2012 E. Robinson Street

Orlando FL 32803

Invoices 41003, 40915, 40962

CLIENT: Simmon - Simmons, Phillip and Patricia

MATTER: simmons-1066

VENDOR NAME: Accuright Surveys of Orlando, Inc.

VENDOR ACCT:

9156

Jan/ 6/2015 \$10,200.00

Accuright Surveys of Orlando, Inc. 2012 E. Robinson Street Orlando, FL 32803

Invoices 41003 40915, 40962

DATE : Jan/ 6/2015

CHE # : 9156

AMOUNT : \$10,200.00

ACCOUNT: 2 VENDOR ACCT:

PAID TO: Accuright Surveys of Orlando, Inc.

Invoices 41003, 40915, 40962

VENDOR NAME: Accuright Surveys of Orlando, Inc.

INVOICE PAYMENT INVOICE PAYMENT 41003 : 1200.00 40962 : 3600.00

40915 \$400.00

ALLOCATIONS: Matter or <G/L Account>

Copely-862 : 1200.00 Hatcher-890 : 3600.00 simmons 1066: 5400.00

Invoice Number 1 Period Covered -12/1/13 to 12/17/15

December 18, 2015

To:

Thomas Callan Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, Florida 32806 Attn: Accounts Payable

DATES	DESCRIPTION	Hours	RATE	AMOUNT
Various	Client: Robert P. and Lois C. Brown Matter: Parcel 258 – Section 429-204 Case No: 2015-CA-002136-O Meetings and calls with attorneys to advise on real estate and economic market conditions and forces related to valuation of real estate subject to taking.	1.8	\$350,00	\$ 630.00
Expenses	SUB TOTAL:			\$ 630.00 \$ 0.00
	TOTAL DUE:			\$ 630.00

Thank you very much for the opportunity to serve.

Joshua A. Flarris, Ph. D., CRE, CAIA Managing Partner

Lakemont Group

Payment Instruction via Check: LAKEMONT GROUP 2037 SHAW LN ORLANDO, FL 32814

2037 Show La Ockando P.L. 32844

Invoice Number 1 Period Covered – 1/1/14 to 6/24/16

June 24, 2016

To:

Thomas Callan Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, Florida 32806 Atm: Accounts Payable

DATES	DESCRIPTION		RATE	AMOUNT	
12/4/15 5/10/16 Various	Client: Patrick E and Teresa G Watson Matter: Parcel 179 – Section 429-203 Case No: 2014-CA-003658-Q Meetings and calls with attorneys to advise on real estate and economic market conditions and forces related to valuation of real estate subject to taking. Review of CFX Appraisal (Dated 10/16/13).	1,5	\$350.00	\$ 525,00	
	SUB TOTAL:			\$ 525.00	
Expenses	None			\$ 0.00	
	TOTAL DUE:	-		\$ 525.00	
		4			

Thank you very much for the opportunity to serve.

Joshua A. Harris, Ph. D., CRE, CAIA

Managing Partner Lakemont Group

> Payment Instruction via Check: Lakemont Group 2037 SHAW LN Orlando, FL 32814



1719 Prospect Are. Orlando, EL 12814

INVOICE

Invoice Number I Period Covered – 12/I/13 to 3/I6/15

April 1, 2015

To:

Thomas Callan Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, Florida 32806 Attn: Accounts Payable

DATES	DESCRIPTION		RATE	AMOUNT	
Various	Client: American Finance LLC Matter: Parcel 251 — Section 429-204 Cnse No: 2015-CA-001148-O Meetings and calls with attorneys to advise on real estate and economic market conditions and forces related to valuation of real estate subject to taking.	2.7	\$350.00	\$ 945.00	
	SUB TOTAL;			\$ 945.00	
Expenses	None			\$ 0,00	
	TOTAL DUE:			\$ 945.00	

Thank you very much for the opportunity to serve.

Joshua A. Harris, Ph. D., CAIA

goon 9 h

Managing Partner
Lakemont Group

Payment Instruction via Check: Lakemont Group 1749 PROSPECT AVE Orlando, FL 32814





Invoice

Please remit to: Vanasse Hangen Brustiln, Inc. 101 Walnut Street, PO Box 9151 | Watertown, MA 02471 617.924.1770 F 617.924.2286

Mr. Thomas P. Callan Thomas P. Callan, P.A. 921 Bradshaw Terrace Orlando, FL 32806

Invoice No:

<Draft>

June 28, 2016

VHB Project No: 62475.00

\$13,462.72 Invoice Total

Professional Planning Services for Watson property

Professional Services Thru June 18, 2016

Professional Personnel

	Hours	Rate	Amount
Principal 1	16.50	250.00	4,125.00
Technical/Professional 07	9.00	125.00	1,125,00
Technical/Professional 06	6,50	125.00	812.50
Technical/Professional 05	58.00	125.00	7,250.00
Technical/Support 5	1.00	95.00	95.00
Totals	91.00		13, 407.50
Total Labor			

13,407.50

Reimbursable Expenses

Printing

55.22 55.22

55.22

Total this Invoice

\$13,462.72

Billings to Date

	Current	Prior	Total
Labor	13,407.50	0.00	13,407.50
Expense	55.22	0.00	55.22
Totals	13,462.72	0.00	13,462.72

Total Reimbursables



Project Number: 61841.00

Period: 201306

Date	Location	Job Type	User	Totai
5/24/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.77
5/11 // 10			Total	\$0.77

Project Number: 61841.00

Period: 201307

Date	Location	Job Type	User	Total
6/18/2013	Orlando FL	OSS COLOR PRINTING	GZHANG	\$6.42
6/26/2013	Orlando FL	OSS COLOR PRINTING	GZHANG	\$5.35
6/21/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0,26
6/26/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.52
			Total	\$12,56

Project Number: 61841.00

Period: 201308

Date	Location	Job Type	User	Total
7/1/2013	Orlando FL	OSS COLOR PRINTING	GZHANG	\$2.14
7/12/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.26
7/16/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0,38
7/26/2013	Orlando FL	OSS LASER PRINTING	GZHANG	\$0.90
			Total	\$3.68

Project Number: 61841.00

Period: 201309

Date	Location	Job Typa	User	Total
8/12/2013	Orlando FL	OSS COLOR PRINTING	GZHANG	\$5.33
8/5/2013	Orlando FL	OSS LASER PRINTING	CPUGH	\$0,13
			Total	\$5,46

Printed on: 6/28/2016 10:33:56 AM

Page: 1 of 1

Project:61841.00



Archimedia Solutions Group - VHB Billing Backup Report 125 Liberty Street #301 Danvers, MA 01923

Project Number: 61841.00

Period: 201401

Date	Location	Job Туре	User	Total
1/9/2014	Oriando FL	Sm Fmt Color Printing	EHUGHES	\$27.73
			Total	\$27.73

Printed on: 6/28/2016 10:34:40 AM

Page: 1 of 1

Project:61841.00



HALL

HUGHES

01/08/14

01/09/14

1.0 hr.

2.5 hrs.

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



Billing Period thru 06/18/2016 Project No.: 62475.00

Project Title: Planning Services for Watson

05/1.3/13	:1.0 hr.	Meeting with Zhang		
05/14/13	0.5 hr.	Reviewed appraisal		
05/24/13	0.5 hr.	Tele conference		
06/11/13	1.0 hr.	Reviewed maps		
07/26/13	0.5 hr.	Online mtg		
07/30/13	0.5 hr.	Mtg. with Pugh		
08/09/13	1.0 hr.	Client mtg.		
08/13/13	1.0 hr.	Client mtg.		
08/15/13	1.0 hr.	Staff mtg.		
12/09/13	:0.5 hr.	Client mtg.		
12/19/13	0,5 hr.	Tele conference		
12/26/13	0.5 hr.	Review of FLU		
01/09/14	-1,0 hr.	Team mtg.		
01/17/14	1.0 hr.	Mtg. with Hughes		0-1
01/21/14	1,0 hr.	Team mtg		
02/03/16	1.0 hr.	Review with Shannon	2 - 1 - 1 - 1	
02/08/16	1.0 hr.	Mtg at Callan Law		
05/10/16	11.0 hr.	Mtg at Callan Law		
05/11/16	0.5 hr.	Review NW Study area		
06/01/16	:0.5 hr.	Reviewed DPA		
06/02/16	0.5 hr.	Tele conference		
06/16/16	0.5 hr.	Client mtg		

Review and edit draft DPA report

platting requirements

Participate in conference call; begin reviewing City of Apopka access, lot split and



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



Billing Period thru 06/18/2016 Project No.: 62475.00 Project Title: Planning Services for Watson

JACKOWSK	V	
05/11/13	0.5 hr.	Open new proposal/oppt. for Callan Law/Watson and prepare agreement; scan, file and forward pdf to Tom Callan.
05/25/13	0.5 hr.	Scan, file and upload Executed agreement/client auth, for Callan Law/Patrick & Teresa Watson and set up in BT.
02/13/16	1.0 hr.	File and Upload Executed Master Agreement and Client Authorization Email for Watson Case and set up job in BT.
<u>PUGH</u>		
07/30/13	1.0 hr.	Mtg. with Hall
08/12/13	1,0 hr.	Review of survey
		eller see van de see v
SHANNON		
02/03/16	0.5 hr.	Set up project; reviewed appraisals sent from Callan
02/05/16	0.5 hr.	GIS Map series
02/08/16	2,5 hrs.	Start on GIS map series/meeting at Callan's office
02/11/16	1.5 hrs.	:GIS map series revisions
05/10/16	4.5 hrs.	Meeting at Callan Law; creation of GIS Map series; review of northwest study area plan
WANG		
06/03/16	6.0 hrs.	Created maps; submitted infrastructure information request to City of Apopka.
06/04/16	3.0 hrs.	Created maps.
ZHANG		
05/13/13	3.0 hrs.	Due diligence meeting and preparation
05/20/13	1.0 hr.	Due diligence report
05/21/13	3.0 hrs.	Due diligence report
05/24/13	7.0 hrs.	Due diligence report
05/30/13	0.5 hr.	Coordinated with Lauren on map and report



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



Billing Period thru 06/18/2016 Project No.: 62475.00 Project Title: Planning Services for Watson

06/18/13	2,0 hrs.	Revised analytical maps
06/19/13	1,5 hrs.	Continued report writing
06/26/13	4,0 hrs.	Researched city of Apopka comprehensive plan and zoning codes
06/24/13	1.0 hr.	Report writing
06/28/13	2,0 hrs.	Online meeting Researching and report writing
07/01/13	2.0 hrs.	Traffic capacity analysis Revised maps
07/12/13	2.0 hrs.	Report writing
07/15/13	11.0 hr,	Report writing
07/16/13	3.0 hrs.	Report writing
07/18/13	3.0 hrs.	Report writing
07/19/13	5,0 hrs.	Report writing
07/26/13	1.0 hr.	Online meeting and preparation
08/12/13	2.0 hrs.	Revised 5 exhibits with taking
08/13/13	2.5 hrs.	Researched Wekiwa Pkway alignment Report writing
08/15/13	2.0 hrs.	Report writing



Totals

Invoice

Please remit to: Vanasse Hangen Brustlin, Inc. 101 Walnut Street, PO Box 9151 | Watertown, MA 02471 617.924.1770 F 617.924.2286

Mr. Thomas P. Callan Thomas P. Callan, P.A. 921 Bradshaw Terrace Orlando, FL 32806

Invoice No: <Draft> November 1, 2016 VHB Project No: 62351.00

\$3,255.22 Invoice Total

Professional Planning Services for Yeoman property Professional Services Thru October 22, 2016 **Professional Personnel Amount** Rate Hours 250.00 750.00 3.00 Principal 1 125.00 62.50 .50 Technical/Professional 06 Technical/Professional 05 19.00 125.00 2,375.00 Totals 22.50 3,187.50 3,187.50 **Total Labor** Reimbursable Expenses 67.72 Printing 67.72 67.72 **Total Reimbursables** \$3,255.22 **Total this Invoice Billings to Date** Current Prior Total 3,187.50 Labor 3,187.50 0.00 0.00 67.72 Expense 67,72 3,255.22 0.00 3,255.22





Archimedia Solutions Group - VHB Billing Backup Report 125 Liberty Street #301 Danvers, MA 01923

Project Number: 62351.00

Period: 201510

Date	Location Job Type User		User	Total
8/26/2015	Orlando FL	B/W Laser Printing	katleshannon	\$5.89
8/31/2015	Orlando FL	B/W Laser Printing	katleshannon	\$0_77
9/3/2015	Orlando FL	B/W Laser Printing	katleshannon	\$2.69
8/26/2015	Orlando FL	Sm Fmt Color Printing	kalieshannon	\$17.05
8/31/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$7.46
9/3/2015	Orlando FL	Sm Fmt Color Printing	kalleshannon	\$24.50
9/8/2015	Orlando FL	Sm Fmt Color Printing	kalleshannon	\$3,20
			Total	\$61.56

Printed on: 11/1/2016 11:54:53 PM



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

Invoice

Billing Period thru 10/22/2016
Project No.: 62351.00
Project Title: Planning Services for Yeoman Property

	m.	

07/23/2015 1.0 Hr.

Set up of contract; convo with Callan

08/25/2015 1.0 Hr.

Contact County

09/01/2016 1.0 Hr.

Review and edits to memo

<u>JACKOWSKI</u>

07/22/2015 **0.5** Hr.

File and upload Master Agreement for Callan Law Firms and Client Authorization for Yeoman property and setup in BT.

SHANNON

07/21/2015 1.5 Hrs.

Researched Lake County LDC/FLU/and provisions for nonconforming uses after a taking for the Yeoman property – contacted the County's Planning and Zoning Department

and Pat Burdett with Modern Movers.

07/23/2015 8.0 Hrs.

Created series of GIS maps for the DPA, including FLU, Zoning, and Environmental conditions, cited LDC on PDs in the report, and read through existing due diligence

report provided by Kimley Horn. Also coordinated with Patsy to get a sketch of the

taking by FDOT and other exhibits.

08/24/2015 4.0 Hrs.

Created GIS map series; researched FLU policies; zoning requirements; coordinated with

Callan's office to offer exclusionary clause as cited in Lake County LDC.

08/25/2015 | 0.5 Hr.

Conversation with Tim with the County; email sent to Callan about need for size of

future home.

:08/26/2015 3.5 Hrs.

Revisions to GIS maps series for purpose of inclusion in memo, spoke with Tim at the

County, started memo with inclusion of property appraiser info, FLS policies, etc. Also

found sketch of the taking for inclusion in report.

09/03/201.6 1.5 Hrs.

Finalized memo after receiving email from Tim McClendon from Lake County.

DERANGO, BEST & ASSOCIATES

PROFESSIONAL REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS

INVOICE

June 28, 2016

Federal Tax ID #59-3541451

Mr. Thomas Callan Thomas P. Callan, PA 921 Bradshaw Terrace Orlando, Florida 32806

DB&A File No. 13-224

For Professional Services Rendered Concerning:

Real Estate appraisal services concerning Parcel 179 of the Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project Patrick & Teresa Watson located at 3468 & 3480 Plymouth Sorrento Road, Apopka, Orange County, Florida.

Gross Fees to Date:

\$750.00

Payable to:

DeRango, Best & Associates 1601 East Amelia Street Orlando, Florida 32803



Thank you for the opportunity to be of service



12472 Lake Underhill Rd #302 Orlando, FL 32828

Invoice

DATE	INVOICE #	
6/30/2016	16-06265	

BILL TO
Thomas P. Callan, P.A.
Accounts Payable
921 Bradshaw Terrace
Orlando, FL 32806

CUSTOMER CONTACT / SHIPPED TO

Thomas P. Callan, P.A. Attention: Mr. Tom Callan 921 Bradshaw Terrace Orlando, FL 32806

P.O. NO.	TERMS	JOB
	Per Agreement	Watson / CFX

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant Hourly Rate See attached breakdown.	42.5	210.00	8,925.00
	To	tal, US Dolla	ars \$8,925.00

Power Acoustics, Inc.

Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

PENTERED

Principal Consultant: Dave Parzych, INCE.Bd.Cert Job: Watson vs Expressway Authority eminent domain Client: Tom Callan

Date	Time	Rate	Work Accomplished
1/9/2014	2	210	420 Meeting with Callan
1/10/2014	4	210	840 Review aerial and Wekiva FDOT noise report
1/13/2014	4.5	210	945 Setup monitors
1/14/2014	2	210	420 Retrieve instrumentation, check out equipment.
1/14/2014	2	210	420 Download data, pictures, document data conditions
7/2/2014	4	210	840 Review and scale road drawings for TNM model
7/3/2014	6	210	1260 Complete model and begin report
7/6/2014	8	210	1680 figures report
7/7/2014	8	210	1680 draft report
7/10/2014	2	210	420 finalize report
SUBTOTAL	42.5		Hours Worked
		\$8,925.00	



INVOICE

12/15/15	Brown	Brown01	
SOLD TO		PROJECT LOCATION	
Callan Law Firm			
921 Bradshaw Terrace			
Orlando, FL 32806		1	

DESCRIPTIO	ON OF WORK COMPLETE THIS INVOICE		AMOUNT
2/27/15	Call from Tom Callan	25	
3/2/15	Email from Stephane/set up file	.50	
3/2/15	Email from Scott/ return Email	.25	
3/3/15	Emails from Scott	.25	
3/9/15	Call to brown	.25	
3/10/15	Site visit	2	
3/19/15	Upload pictures	25	
4/1/15	Meeting with Tom	.5	
4/3/15	Estimate	1.5	
4/7/15	Estimate	1.25	
4/14/15	Estimate	2.50	
4/15/15	Estimate/call to tom	1.25	
4/21/15	Estimate	3.25	
4/22/15	Estimate	3.0	
4/24/15	Estimate	4.5	
	Total	21.5	\$200.00
TOTALAN	OUNT DUE THIS INVOICE		\$4,300.00

PSG CONSTRUCTION 09/26/96 PC-04



December 7, 2016

Mr. Tom Callan Attorney at Law Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

RE:

Project;

Wekiva Parkway

County: Parcel:

Lake

Owner:

Alan & Karen Bridges

INVOICE

Inspection of subject property and surrounding neighborhood. Research for and analysis of data. Review condemning authority appraisal, maps, and plans. Highest and best use and analysis. Research for sales data and analysis of damages due to the acquisition.

Pendergast:

11.50 Hrs @ \$180.00/Hr =

\$2,070

Total Invoice Amount

\$2,070

Thank you,

Gary M. Pendergast, MAJ, President

Havy on Pandagent



SUMMARY OF SERVICES (GARY M. PENDERGAST)

Parcel: 318

Project: Wekiva Parkway Owner: Bridges

Date	<u>Procedure</u>	<u>Time</u>
12/09/15	Research and consultation with owner's attorney. Review of data provided by owner's attorney. Review maps and plans, assessor data, and aerials.	1.00
12/10/15	Review condemning authority appraisal report and data. Verification of data. Analysis of maps, plans, and sales data. Analysis of appraisal data. Highest an best use research and analysis. Research and analysis of GIS data, MLS data, public records and other sources. Review before and after plans, offers, and condemnor appraisals provided by owner's attorney. Research and analysis of the history of the Wekiva Parkway, blight issues, and market data.	d 4.00
12/11/15	Analysis and inspection of data.	2.50
12/14/15	Research and analysis of highest and best use issues, history of the Wekiva Parkway, blight issues, and market data. Research and analysis of appraisal data.	1.75
12/15/15	Research MLS for improved sales data. Research into sales used by the Condemnor appraiser. Analysis of damages.	2.25
	Total	11.50



December 7, 2016

Mr. Tom Callan Attorney at Law Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

RE: 1

Wekiva Parkway

Project:
County:

Lake

Parcel :

319

Owner:

Judy Yeomans

INVOICE

Inspection of subject property and surrounding neighborhood. Research for and analysis of data. Review condemning authority appraisal, maps, and plans. Highest and best use and analysis. Research for sales data and analysis of damages due to the acquisition.

Pendergast:

11.75 Hrs @ \$180.00/Hr =

\$2,115

Total Invoice Amount

\$2,115

Thank you,

Any on Pendager

Gary M. Pendergast, MAI, President



SUMMARY OF SERVICES (GARY M. PENDERGAST)

Parcel: 319

Project: Wekiva Parkway Owner: Judy Yeomans

<u>Date</u>	Procedure	Time
07/22/15	Research and consultation with owner's attorney. Review of data provided by owner's attorney. Review maps and plans, assessor data, and aerials.	1.25
07/23/15	Review condemning authority appraisal report and data. Verification of data. Analysis of maps, plans, and sales data.	1.50
08/25/15	Analysis of appraisal data. Highest and best use research and analysis. Research and analysis of GIS data, MLS data, public records and other sources. Review before and after plans, offers, survey data, and condemnor appraisal provided by owner's attorney.	2.75
12/09/15	Research and analysis of highest and best use issues, history of the Wekiva Parkway, blight issues, and market data. Research and analysis of appraisal data.	3.75
12/10/15	Research and analysis of the history of the Wekiva Parkway, blight issues, and market data. Research and analysis of appraisal data. Inspection of data.	2.50
	Total	11.75

CONSENT AGENDA ITEM

#29

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams

Director of Procurement

DATE:

June 27, 2017

SUBJECT:

Authorization to Execute Cooperative Purchase Agreement with G4S Secure

Solutions (USA) Inc., for Security Guard Services

Contract No. 001319

Board authorization is requested to execute an agreement with G4S Secure Solutions (USA) Inc. in the amount of \$227,052.00 to provide security guard services at CFX Headquarters Building. The contract term will be three years with two one-year renewals.

This will be a cooperative purchase (piggyback) agreement based on a contract between G4S Secure Solutions (USA) Inc., and the State of Florida for the same services which will allow CFX to take advantage of the favorable bid prices received by the State of Florida.

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

Reviewed by:

Claude Miller

Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT SECURITY GUARD SERVICES CONTRACT NO. 001319

This Agreement is made this <u>13th</u> day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and G4S SECURE SOLUTIONS (USA) INC., whose address is 3452 Lake Lynda Drive, Suite 250, Orlando, Florida 32817, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; 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 CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide security guard services at its Headquarters Building; and

WHEREAS, on or about December 15, 2014, the CONTRACTOR entered into an agreement with the State of Florida, Department of Managements Services, Division of State Purchasing, hereinafter "State," to provide the same services as required by CFX; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the State, State Term Contract No. 92121500-14-01, for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the State; and

WHEREAS, the CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in its contract with the State, 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 STATE TERM CONTRACT

The parties adopt the terms and conditions in the Contract with the State ("the State Term Contract") attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

- 2.1 The term "Department" in the State Term Contract shall be replaced with the "Central Florida Expressway Authority."
- 2.2 Paragraph 2 on page 1 entitled "Initial Contract Term" shall be replaced with the following: "This Agreement shall be effective for an initial term of three (3) years from the date of the Notice to Proceed, and shall continue, 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 CFX. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term."
- 2.3 Paragraph 4 on page 2 entitled "Statement of Work" shall be supplemented with the following: "CONTRACTOR agrees to provide the services set forth in the Memorandum from CONTRACTOR and Armed Security Scope of Services for the Price set forth in the Price Proposal, collectively marked as CFX Composite Exhibit 1.
 - 2.4 Paragraph 11 on page 6 entitled "Electronic Invoice" shall be deleted.
- 2.5 In Paragraph 13 on page 8 entitled, "Insurance Requirements", the Central Florida Expressway Authority shall be an Additional Insured for the entire length of the Agreement.
- 2.6 In paragraph 13.5 on page 9 entitled "Certificates of Insurance," the certificate holder's name upon the certificates shall be the Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.
- 2.7 In paragraph 15 on page 10 entitled "Intellectual Property," the "State of Florida" shall be replaced with "CFX."
- 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 Agreement in the manner and to the full extent as required by CFX.
- **4. COMPENSATION FOR SERVICES.** Compensation shall be in accordance with the Price Proposal attached to this Agreement.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated in the CONTRACTOR's State Term Contract.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 CONTRACTOR'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.

6. CONTRACTOR'S RECORDS.

The CONTRACTOR shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The CONTRACTOR hereby grants CFX and its duly authorized representative's permission to audit and review any and all of the CONTRACTOR's records pertaining to the Agreement. The CONTRACTOR shall furnish CFX all invoices and statements for which it requests reimbursement.

7. PERSONAL SERVICE CONTRACT.

This Agreement is not assignable by the CONTRACTOR without the expressed written consent of CFX.

8. ENTIRE AGREEMENT.

It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

9. PUBLIC RECORDS

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Agreement (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

10. PRESS RELEASES.

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

11. 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 CFX upon request.

12. INSPECTOR GENERAL.

CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

13. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.

Pursuant to Section 287.133(2)(a), Florida Statutes, "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

14. LAWS OF FLORIDA; 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.

15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

16. 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.

17. SUBLETTING AND ASSIGNMENT

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

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such

subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. RELATIONSHIPS

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

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

19. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or other individuals assigned to CFX 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. CFX reserves the right to require replacement of any individual for any reason with or without cause.

[SIGNATURES TO FOLLOW]

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 CFX's Board at its meeting on July 13, 2017.

APPROVED BY:	
	G4S SECURE SOLUTIONS (USA) INC.
	By:
	Print Name and Title
Attest:	(Seal)
Date:	
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
	By: Director of Procurement
Approved as to form an	d execution, only.
General Counsel for CI	FX

 $R: \verb|\Departments| Legal | General | Contracts | Security - Piggyback | Piggyback | onto State | Contract. doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc | doc |$

Composite Exhibit 1

G4S Secure Solutions (USA) Inc. 3452 Lake Lynda Drive, Suite 250 Orlando, FL 32817

> Telephone: 904.398.1640 Fax: 904.396.6716 www.g4s.com/us

<u>MEMORANDUM</u>

Claude Miller

Director of Maintenance Central Florida Expressway Authority 4974 ORL Tower Rd Orlando, FL 32807

On behalf of our dedicated staff in the G4S Orlando office, we appreciate the opportunity to partner with CFX. We look forward to discussing the next steps of the process and assist your management team with the development of a specialized site security plan.

The following highlights of our meeting are provided below:

- G4S recommends assigning armed Officers from our elite Custom Protection Officer® (CPO)
 division to the CFX headquarters facility.
- All security guards are former military or law enforcement, with extensive background checks and training
- G4S security guards will collaborate with existing CFX security staff
- Secure Trax software will be available to CFX management to monitor and track incidents, notify and report incidents and GPS location of guards
- Proposed coverage from 6 am to 6 pm (12 hours a day), Monday through Friday (5 days), 60 hours total. Please refer to the revised cost analysis submitted.
- No lapse in coverage throughout the shift. Security Officer will be available to respond to any emergencies during the Officer's thirty (30) minute working lunch breaks.
- Once contract is signed and Purchase Order has been provided, G4S will initiate the 30-day transition plan

In addition to the Scope of Work (SOW) submitted, the SOW has been revised to include the following additional added value services:

- Conduct training for active shooter situation, hostage situation, building security protocol
- Escort terminated employees from the building, confront belligerent or disorderly persons and remove from premises
- o Review Evacuation Plans, Fire Drills
- Attend Safety meetings discuss current security issues and develop action plans, e.g. leaving doors propped open, all vendors verifying identity
- Monitor future building security cameras (Anticipated Fall 2017)
- Officers will be First Aid, CPR and AED Certified



Composite Exhibit 1

<u>Our goal is to develop a strong client partnership with CFX</u> with an equal commitment to the success of the safety and security program. Our team of professionals will adopt your culture, values and protocols in order to provide a solution that is transparent and that allows for an environment that is free from worries around safety and risk. We will create open communication channels so that we may design and implement a customized solution focused on reducing risk and the continuous enhancement of the security program.

G4S' unique approach to security: In addition to our extensive experience, we are recommending our armed Custom Protection Officer® program for CFX which combines previous experience and advanced qualifications with expert training to ensure satisfaction and drive performance.

Accountability and Compliance – G4S has a proven track record of achieving contract requirements. G4S is accountable and transparent to our customers via KPIs and our G4S Insight customer web portal. Our armed security professionals perform on the front lines and the results are delivered to you in real time via our award winning Secure Trax® smart phone technology. Our local and regional management team is available 24/7 and the tenure of our management is unparalleled in our industry throughout the United States.

The G4S Orlando office is committed to providing the support services necessary to assure the officers perform at their highest level by providing:

- A dedicated management team and office to respond 24-hours-a-day, 7-days-a-week
- Full line supervision 24-hours-a-day for emergency response, unannounced post checks and assistance as required
- **24-hour dispatch** center to answer all calls and provide instant communication through our cellular radio network to road supervisors, site supervisors and local management
- Proven Emergency Response capabilities and resources of personnel, communication and equipment

We look forward to closely collaborating with CFX to develop an efficient security strategy that adds value and is in alignment with your short and long term objectives. If you have any questions or need any further information, please do not hesitate to contact me.

We look forward to serving CFX and to earning your support and business. If you have any questions or need any additional information, please contact me directly at (904) 398-1640 ext. 23.

Sincerely,

Erick Lallemand Sr.

Manager Business Development G4S Secure Solutions (USA) Inc.

043 Secure Solutions (OSA) inc

Erich Lallemand Sr.

CENTRAL FLORIDA TAMERESS WAS AUTHORITY

Composite Exhibit 1

Central Florida Expressway Authority ARMED SECURITY SERVICES Scope of Services Rev: 6/16/2017

Purpose

This statement of work (SOW) is for armed security services to provide access control security services for the Central Florida Expressway Authority (CFX).

2. Assumptions

- Assumes 36 month duration from task work order execution.
- Assignments to be directed by the CFX Director of Maintenance (or assigned delegate)
 up to the funding limits estimated in this task work order.

3. Location of Work

G4S will provide armed security services at the Central Florida Expressway Authority Headquarters, located at 4974 Orl Tower Road, Orlando, Florida 32807.

4. Contractor Responsibilities:

4.1 Contractor will perform the following tasks:

- Provide armed Security Services at the times and location specified in this SOW.
- Provide Post Orders to CFX and the Security Officer(s) assigned at the CFX headquarters within thirty (30) days of issuance of this SOW and Purchase Order.
- Provide identified CFX employees with access to G4S Insight as requested.
- Maintain a dress code policy for Officers in accordance with Section 493.6305, Florida Statutes.
- Ensure the same Officer is regularly assigned to the CFX headquarters facility.
- In the event there is a scheduled absence, notify CFX at least 24 hours in advance of change in Officer.
- If there is an emergency and an Officer change has to be made, notify CFX as soon as possible.

4.2 Develop guidelines for the Security Officers:

- Prohibit the use of personal phone or electronic devices by Officers during the assignment, except lunch or emergency situations.
- Work overtime, as requested and authorized by CFX, when an individual's hours per week exceed forty (40) hours.
- Provide other security work as directed by CFX to include first aid, fire drills, active shooter drills and other emergencies that may arise.

4.3 Schedule and facilitate a monthly conference call:

- Provide report regarding Officer performance, G4S SecureTrax usage and Insight updates, Officer changes, identify any trainees, certification updates, and address any CFX concerns and comments.
- Satisfactorily perform assigned duties outlined in this SOW and Post Orders
- Administration and maintenance of all Officers payroll records, payroll processing, remittance of payroll and payroll taxes, including the provision of payroll time sheets and checks is the responsibility of the Contractor.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Composite Exhibit 1

5. Deliverables:

Contractor will complete the following deliverables in the time and manner specified:

- Each Security Officer will arrive on time at their designated CFX location; in uniform, armed, and prepared with communication equipment (SecureTrax cell phone).
- Each Security Officer will be required to have a separate CFX identification badge maintained on their person while on duty.
- Have professional interaction with staff, employees and visitors.
- Supervise and escort visitors, outside vendors, and employees, as requested by CFX management.
- Report security incidents in SecureTrax within two (2) hours of incident.

In addition to the deliverables listed, additional services were discussed:

- Conduct training for active shooter situation, hostage situation, building security protocol
- Escort terminated employees from the building, confront belligerent or disorderly persons and remove from premises
- Review Evacuation Plans, Fire Drills
- Attend Safety meetings discuss current issues and develop action plans, e.g.;
 leaving doors propped open, all vendors verifying identity
- Monitor future building security cameras (Anticipated Fall 2017)
- First Aid, CPR and AED Certified required for all Officers assigned to CFX

Project Management, QC and Administrative Services will be provided by Mr. Claude Miller, Director of Maintenance for CFX.

Invoices will submitted not more than once a month in a format acceptable to CFX.

Composite Exhibit 1

G4S Price Proposal to Provide Level III Armed Security Services for the CFX Headquarters Building DMS State Term Purchasing

Security Officer Personnel Assigned to CFX Headquarters: Custom Protection Officers ® (CPO)	<u>Weekly</u> <u>Hours</u>	Estimated Annual Hours (3-Years)	Billable Hourly Rate	<u>Weekly</u> <u>Cost</u>	Holiday/Overtime Hourly Bill Rate	Annual Cost
Armed CPO Security Officers (6:00 AM - 6:00 PM)				47706	
Access Control Officers	60	9360	\$23.83	\$1,429.80	\$33.36	\$223,048.80
Contingency "Occassional" Additional Hours Requested (Based on 40-hours annually)		120			\$33.36	\$4,003.20
Pre-Tax Totals	60	9480		\$1,429.80		\$227,052.00

Submitted To:

Mr. Claude Miller

Director of Maintenance

Central Florida Expressway Authority

4974 ORL Tower Road

Orlando, FL 32807



Submitted By:

Erick Lallemand Sr.

Manager Business Development

Central & North Florida Region

G4S Secure Solutions (USA) Inc.

3452 Lake Lynda Drive, Suite 250

Orlando, FL 32817



State Term Contract No. 92121500-14-01 Security Officer Services, Armed and Unarmed

Between Florida Department of Management Services and Contractor

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and *Contractor Name* (Contractor).

The Contractor submitted a Proposal to the Department's Request for Proposals (RFP) 05-92121500-J for Security Officer Services, Armed and Unarmed. After evaluation of proposals, the Department determined that the Contractor's proposal is the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1 Definitions

In this Contract, terms shall have the meanings stated in Exhibit B, Statement of Work. Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders.

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract, including the Statement of Work and other Contract exhibits listed in section 3. Other capitalized terms used in this document and its referenced Exhibits shall have the meanings given in in Exhibit B, Statement of Work. Any other capitalized term(s) used elsewhere in the Contract but not defined in in Exhibit B, Statement of Work, shall have the meaning given it in the Exhibit in which it is used.

2 Initial Contract Term

The Initial Contract Term of this Contract for Security Officer Services, Armed and Unarmed will be two (2) years. The Initial Contract Term will begin on December 15, 2014, or the date of the last signature on this Contract.

3 Contract

This document together with the following attached documents sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All exhibits are incorporated in their entirety into and form part of the Contract. The Contract has the following exhibits:

- a) Exhibit A: Contract Conditions, (General Contract Conditions, Form PUR 1000 (10/06) and Special Contract Conditions, Attachment 8 for RFP 05-92121500-J)
- b) Exhibit B: Statement of Work, Attachment 1 for RFP 05-92121500-J
- c) Exhibit C: Pricing Sheet, Contractor's Cost Proposal submitted in response to for RFP 05-92121500-J

In the event of conflict, the document and the exhibits shall control. In the event of conflict, this document and the exhibits will be interpreted according to the following order of priority:

- a) This document
- b) Exhibit A: Contract Conditions
- c) Exhibit B: Statement of Work
- d) Exhibit C: Pricing Sheet

4 Statement of Work

The Services to be timely rendered by the Contractor pursuant to this Contract are defined and described in detail in Exhibit B, Statement of Work

5 Contract Notices

Contract notices may be delivered in accordance with section 38, General Contract Conditions, Form PUR 1000 or by email to the contact person identified in section 6.

6 Contract Administration

The following Department employee will serve as the contract administrator and will be primarily responsible for maintaining the Contract administration file:

Michelle MacVicar Contract Manager, Division of State Purchasing Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950 Phone: (850) 414-6131

Email: Michelle.MacVicar@dms.myflorida.com

The Department may appoint a different contract administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the contract administrator.

The following Contractor employee will serve as the contract administrator:

Name Title Company Address Phone Email

7 Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both parties. Any future amendments to the Contract that alter the definition of the Services will define the Services in the same format as Exhibit B, Statement of Work.

Notwithstanding the order listed in section 4, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida, Department of Management Services	Contractor Name
Kelley Scott, Chief Procurement Officer and Director of State Purchasing	Name, Title
Date	Date

CONSENT AGENDA ITEM

#30

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams

Director of Procurement

DATE:

June 27, 2017

SUBJECT:

Approval of Supplement Agreement No. 1 to Infrastructure Corporation of

America for Roadway Maintenance Services

Contract No. 001152

Board approval is requested for Supplemental Agreement No. 1 with Infrastructure Corporation of America, in the amount of \$1,877,324.00 for roadway and bridge maintenance of the new Wekiva Parkway section scheduled to open on July 27, 2017. The original contract is for five years with five (5) one-year renewals.

Original Contract Amount
Supplemental Agreement No. 1

\$ 9,271,953.00

Supplemental Agreement No. 1

\$ 1,877,324.00

Total Revised Contract Amount

\$11,149,277.00

Services to be provided by the Contractor includes those as described and detailed in the Scope of Services, of the Contract Documents. The additional compensation will be paid to the Contractor for services through the end of Contract term which is June 30, 2022.

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

Reviewed by:

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Roadway and Bridge Maintenance Services – S.R. 429, S.R. 414, and S.R. 451
Contract No. 001152
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 13th day of July, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated April 13, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and bridge maintenance services pertaining to S.R. 429, S.R. 414, and S.R. 451.

- 1. CFX desires to extend the limits of the roadway and bridge maintenance services along S.R. 429 (Wekiva Parkway) to include US 441 to Kelly Park Road (4.3 centerline miles). Services to be provided by the Contractor shall include those as described and detailed in Exhibit A, Scope of Services, of the Contract Documents. Additional compensation will be paid to the Contractor in the lump sum amount of \$1,877,324.00 to provide the services to the end of the Contract term (June 30, 2022).
- 2. The Contractor hereby agrees to provide the required services to the end of the Contract term for the additional lump sum compensation of \$1,877,324.00.
- 3. CFX 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: Roadway and Bridge Maintenance Services – S.R. 429, S.R. 414, and S.R. 451
Contract No. 001152
Supplemental Agreement No.1
Amount of Changes to this document: \$1,877,324.00
This Supplemental Agreement No. 1 entered into as of the day and year first written above.
"CFX": CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Director of Procurement
Date

"Contractor": INFRASTRUCTURE CORPORATION OF AMERICA By: Title: Attest: _______(Seal)

Date:

"Surety"		
By:		
Attest:	(Seal)	
Date:		

POWER OF ATTORNEY SHOWING AUTHORITY OF SURETY'S AGENT OR ATTORNEY -IN-FACT MUST BE ATTACHED TO THIS SUPPLEMENTAL AGREEMENT.

**************************************	NOT WRITE REL	OW THIS I INF***	********
1/\/		X / Y Y	

The "ISSUANCE" accumulative total for items B, C and E are compiled from the sum of all Change Orders and Supplemental Agreements executed or in progress at time of issuance. The "EXECUTION" accumulative totals will reflect the chronological placement of this Supplemental Agreement No. 1 at the time of execution by CFX. A completed original will be forwarded to all parties hereto.

FOR (CFX USE ONLY	ISSUANCE	EXECUTION
A.	Net Amount of Changes in this document:	\$ 1,877,324.00	\$
B.	Amount of Changes previously ordered:	\$ 0.00	\$
C.	Net Amount of Changes to date:	\$ 0.00	\$
D.	Original Contract Amount:	\$ 9,271,953.00	\$
E.	Revised Contract Amount:	\$ 11.149.277.00	\$



June 27, 2017

Mr. Claude Miller

Central Florida Expressway Authority

4974 Orlando Tower Road

Orlando, Florida 32805

RE: Wekiva Parkway Connector Rd-Kelley Park

Mr. Miller,

FIRE provides the following price for the maintenance of the 4.3 Center line miles of the Wekiva Parkway for CFX contract 0001152. This includes maintenance of all roadway items listed in the contract documents. Our price breakdown per contract year is as follows:

Year 1	Year 2	Year 3	Year 4	Year 5	Total
360,744	367,958	375,318	382,824	390,480	1,877,324

Thank you for your consideration. If you have any questions, please contact me at 407-488-9288

Sincerely,

Christopher Grossenbacher

Project Manager

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
INFRASTRUCTURE CORPORATION OF AMERICA

ROADWAY AND BRIDGE MAINTENANCE SERVICES S.R. 429, S.R. 414, AND S.R. 451

CONTRACT NO. 001152

CONTRACT DATE: APRIL 13, 2017 CONTRACT AMOUNT: \$9,271,953.00

CONTRACT, MEMORANDUM OF AGREEMENT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, AND PRICE PROPOSAL

CONTRACT, MEMORANDUM OF AGREEMENT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, AND PRICE PROPOSAL

ROADWAY AND BRIDGE MAINTENANCE SERVICES S.R. 429, S.R. 414, AND S.R. 451

CONTRACT NO. 001152

April 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	Page
Contract	C-1 to C-20
Memorandum of Agreement	1 to 13
Scope of Services	A-1 to A-22
Method of Compensation	B-1 to B-2
Price Proposal	D-1 to D-6E

On disk Technical Proposal Addenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY ROADWAY AND BRIDGE MAINTENANCE SERVICES S.R. 429, S.R. 414, AND S.R. 451 CONTRACT 001152

This Contract No. 001152 (the "Contract" as defined herein below), is made this 13th day of April, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and INFRASTRUCTURE CORPORATION OF AMERICA, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide roadway and bridge maintenance services on S.R. 429, S.R. 414, and S.R. 451, and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about January 15, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of five (5) qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to, S.R. 429, S.R. 414, and S.R. 451 in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,
- 1.6 The Technical Proposal submitted by CONTRACTOR, and
- 1.7 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 commencing July 1, 2017. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the five-year Contract term is \$9,271,953.00.
- 3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another contractor doing work for CFX during the period of

disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

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

- 6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.
- 6.2 Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

6.5 **Performance and Payment Bond** The CONTRACTOR shall furnish to CFX, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2017 through June 30, 2018. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to

the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, CFX. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

7. CONTRACTOR RESPONSIBILITY

- 7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
 - (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
 - (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;
- 7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
 - (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
 - (ii) all workplace laws, regulations, and posting requirements, and
 - (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and
 - (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

- 7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.
- 7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- 7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.
- 7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's roadway and bridge maintenance services.
- 7.7 CONTRACTOR and its subcontractors shall cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into a contract with CFX understands and will comply with subsection. 20.055(5), Florida Statutes.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee, whether Key Personnel or not, whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

9. INDEMNITY

The CONTRACTOR shall indemnify and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- 9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

- 9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

10. PUBLIC RECORDS

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been

delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design

images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

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

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

- 12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**
- 12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; AND
- 12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; AND
- 12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's

sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

- 12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or
- 12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and
- 12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

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

A person or affiliate who has been placed on the Florida Department of Management Services convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

17. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

- 17.1 CONTRACTOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and
- 17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:
 - (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and
 - (ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and
 - (iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and
 - (iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.
- If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

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

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or

expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of

judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

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

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

23. RELATIONSHIPS

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

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

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's

business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

- 25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 25.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26; and
- 25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on April 13, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
By: Bell	_
Director of Procurement	
Print Name: ANeth Williams	_
CONTRACTOR	
By! Soull Myanes !	-
Print Name: DALVETC K. MASSELDETE	_
Title: COO	_
ATTEST: 1	_(Seal)
Approved as to form and execution, only.	
Joseph & Cassiatore	_
General Counsel for CFX	

Discussion moved to the addendum issued during the solicitation process. The Contractor acknowledged its understanding and acceptance of the content of the addendum.

Discussion then moved to the Price Proposal. The Contractor stated that there were no issues or concerns and its proposal amount was as shown.

4. EXECUTION

It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Contract by and between CFX and Contractor.

IN WITNESS WHEREOF, this agreement has been executed by CFX and the Contractor effective on the day and year first written above.

CENTRAL PLORIDA EXPRESSIVAY AUTHORITY	
By: Caude Miller	
Name	SHEET, EL SEQUE
Director of Maintenance	
Elizabeth Keyronskei	
Witnessy	
INFRASTRUCTURE CORPORATION OF AMERICA	
By: Rame	
DIRECTOR OF OPERATIONS	
Must File	
Witness	

TABLE OF ATTACHMENTS MAINTENANCE SPECIFICATIONS

ROADWAY AND BRIDGE MAINTENANCE

<u>Attachment</u>	Specification Title
1	Deadaids and Clana Marring
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 561, Coating Existing Structural Steel

Attachment 1 ROADSIDE AND SLOPE MOWING

1.0 <u>Description</u>

- 1.1 Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside / slope area located within the project limits including litter removal and disposal.
- 1.2 The work described herein includes the periodic mowing of grassed or vegetated roadside, median, and slope areas within the project limits with conventional high production style mowing equipment, small machine mowing equipment, and specialized equipment and/ or string trimming as necessary. 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 Orthene (or equal approved by the Director of Maintenance) insecticide to all fire ant mounds located within turf areas adjacent to paving edge, guardrails, fence lines and all other roadside / drainage structures during each roadside mowing cycle and as directed by the Director of Maintenance to control fire ants when mounds form above normal ground line in mowed turf areas. Applications shall be performed during each mowing cycle. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle. Method of application and dosage shall be as recommended by the manufacturer. Submit product label, MSDS sheet, and proposed application method and rate to Director of Maintenance for approval prior to use. Daily pesticide application reports shall be collected and submitted to the Director of Maintenance on a weekly basis.

2.0 Types of Mowing Areas

- 2.1 "Roadside mowing" is defined as the mowing of all grassed and vegetated areas of shoulders, medians, ramps, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms (both wet and dry), around retention ponds to water line (at time of each mowing cycle), dry retention areas, out parcels, raised roadside and median islands, along right of way fence line maintenance strips, various width utility strips (defined as the top of slope behind the guardrail), and similar areas as designated by the Director of Maintenance.
 - 2.1.1 Utility strips shall be mowed in conjunction with roadside mowing cycle. Grasses behind guardrail shall be maintained so as not to exceed the height of the bottom of the guardrail.

2.2 "Slope mowing" is defined as the mowing of all grassed and vegetated areas of slopes greater or steeper than 3:1, 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

Quantity and Frequency of Mowing

- 3.1 The mowing cycles specified represent the type of mowing to be accomplished (roadside or slope as defined in sections 2.1 and 2.2). The area and limits of each type of mowing will be determined by the Contractor in the field and verified by the Director of Maintenance.
- 3.2 The Contractor shall perform each mowing cycle in accordance with the Contractor's approved Work Plan unless directed otherwise by the Director of Maintenance. Roadside and slope mowing cycles shall be performed twelve (12) times per year and slope mowing cycles shall be performed eight (8) times per year. The total number of roadside mowing cycles and slope mowing cycles performed per year may be increased or decreased as directed by the Director of Maintenance. Before payment is made for a cycle, the Contractor and Director of Maintenance shall inspect the roadways to verify completion. Any missed areas identified in the inspection shall be completed before payment for a cycle is made.
 - 3.2.1 At the direction of the Director of Maintenance, the Contractor shall mow selected parcels not part of the routine roadside mowing areas. These areas are located on surface streets adjacent to CFX roadways where sidewalks and curbing exist. These areas shall be mowed and edged bi-weekly.
- 3.3 Each roadside / slope mowing cycle shall begin on the first day of each month as per the Work Plan unless directed otherwise by the Director of Maintenance. Each roadside / slope mowing cycle shall be completed in its entirety within twenty one (21) calendar days of the beginning of each cycle. The remaining days of each month shall be used for inspection and identification of deficiencies in the performance of the previous cycle by the Director of Maintenance and the performance of directed corrective measures by the Contractor to complete the cycle within the current month.
- Roadside/slope mowing cycles not completed within scheduled twenty one (21) calendar days due to weather conditions shall be performed during the remaining days of each month with prior approval from the Director of Maintenance. Incomplete roadside / slope mowing cycles shall not delay the start and successful completion of subsequent scheduled cycles. Liquidated damages in the amount of \$1,000 per day will be assessed for each day that a cycle is not completed and accepted within the allotted timeframe including weather delays.

4.0 Equipment

- 4.1 All equipment shall be subject to inspection by the Director of Maintenance at any time. Properly maintain safety devices, as described in the Scope of Services, at all times.
- 4.2 If the Director 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 Director of Maintenance.
- 4.3 Inspection of the Contractor's equipment by the Director 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.
- 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 Director of Maintenance and at no cost to CFX. Repairs to pavement or turf shall be completed within 14 days after the damage occurs and/or is identified by the Director of Maintenance. Payment for mowing will be withheld until required repairs/replacements have been completed and accepted.

5.0 <u>Mowing Equipment</u>

- 5.1 The roadside and slope mowing equipment shall be in good repair capable of producing a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings. Slope mowing equipment shall be capable of a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings without damaging or compromising the integrity of the slope.
- 5.2 The Contractor shall furnish all equipment of the type and quantity necessary to perform the work satisfactorily within the time specified herein. Any additional equipment needed to complete the mowing cycles in accordance with the Work Plan shall be provided by the Contractor at no additional cost to CFX.
- Furnish specialized equipment for the use when conventional mowing equipment is unable to reach wet mowing areas. Boom, arm or other specialized equipment with sufficient reach shall be used at no additional cost to CFX.

6.0 Method of Operations

- 6.1 Prior to the beginning of each month, the Contractor shall submit to the Director of Maintenance, via email, a monthly schedule identifying proposed upcoming mowing cycle start, weekly progress, and ending dates and locations. Work progress interruptions due to weather conditions or equipment issues shall be communicated to the Director of Maintenance, via email, in the daily progress reports.
- 6.2 Each roadside and / or slope mowing cycle shall commence at the same starting location on the roadway and proceed continuously to the same completion location on the roadway. On subsequent cycles, follow the pattern adopted for the first cycle unless the Director of Maintenance specifically authorizes a change in the pattern.
- 6.3 Daily mowing cycle progress intent is that all mowing from right-of way to right of way limits shall be completed in its entirety with not more than one mile of either roadside being partially mowed / incomplete.
- 6.4 Prior to the start of each cycle, the Contractor shall inspect and identify any areas where turf conditions, work by other CFX contractors, or any other circumstances could prevent required mowing. The Contractor shall immediately notify the Director of Maintenance of the existing conditions and request directions as to how to proceed. If such conditions are eliminated during the period designated for that mowing cycle, the Director of Maintenance may require the Contractor to cut these areas as part of the cycle or have the areas mowed in the subsequent cycle. When directed by the Director of Maintenance, do not mow grassed areas that are saturated with standing water. Mow these areas at subsequent cycles as directed by the Director of Maintenance
- 6.5 Perform litter pick up immediately prior to the mowing operation to preclude the spread of litter.
- 6.6 During mowing operations, the Director of Maintenance shall inspect work being performed to determine Contract compliance. In the event of deficient work, the Contractor will be directed to re-perform any Contract required task without additional compensation, in the area(s) identified so that the total mowing cycle may be satisfactorily completed within the monthly mowing cycle time period. The Director of Maintenance shall notify the Contractor, via email, of any identified deficiencies within 24 hours of discovery.

6.7 Items damaged (e.g. object markers, delineators, guardrail end treatments, fence posts, drainage end sections and grates, FON marker poles, etc.) during mowing operations shall be immediately repaired/replaced to the satisfaction of the Director of Maintenance. Payment for mowing will be withheld until required repairs/replacements have been completed and accepted.

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 complete 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 Mow 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. Accumulations of cutting shall be evenly distributed throughout adjacent turf areas or removed and disposed of off-site as directed by the Director of Maintenance.
- 8.3 Mow / trim grass and vegetation around landscape beds, installed buffers, and naturalized areas so as not to damage adjacent plant material and trees. Mow around landscaped areas so as not to discharge clippings into the planting areas. Do not mow within four (4) feet of tree trunks and shrubs in installed buffer and naturalized areas.
- During each mowing cycle, mow / trim around existing appurtenances to maintain grass and vegetation to height consistent with adjacent mowed turf areas or as directed by the Director of Maintenance. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, end walls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscape areas, etc. Mowing around

- appurtenances by small machine or by hand shall be coordinated with the large machine mowing to present a clean continuous appearance.
- 8.5 Mow small areas (out parcels) outside of the fenced right of way that CFX owns and as identified in the Contract. 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 routinely rake or remove grass or other vegetation cuttings from the right-of-way during each mowing cycle. Contractor may be required to remove vegetation cuttings that, due to their volume, may be damaging to existing turf or are aesthetically unacceptable as determined by the Director of Maintenance such as windrows of mowed grass. Removal shall be as directed by the Director of Maintenance. 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

CONSENT AGENDA ITEM

#31

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 13, 2017

SUBJECT:

Authorization to Execute Cooperative Purchase Agreement with

KMG Fence, LLC for Fence Installation and Repairs

Contract No. 001326

Board authorization is requested to execute an agreement with KMG Fence, LLC in the amount of \$150,000.00 to install and repair fences at various locations throughout the system.

This will be a cooperative purchase (piggyback) agreement based on a contract between KMG and City of Orlando for the same services which will allow CFX to take advantage of the favorable bid prices received by City of Orlando.

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

Reviewed by:

Claude Miller

Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT FENCE INSTALLATION AND REPAIR CONTRACT NO. 001326

This Contract is made this 13th day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and KMG FENCE, LLC, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; 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 CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide fence installation and repair services; and

WHEREAS, on or about May 1, 2015, the CONTRACTOR entered into an agreement with City of Orlando to provide the same services as required by CFX; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with City of Orlando for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by City of Orlando; and

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with City of Orlando, 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 CITY OF ORLANDO

The parties adopt the terms and conditions in the Contract with City of Orlando ("City of Orlando Contract") attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

- 2.1 The terms, "City of Orlando" "City's Facilities Management Representative", and "Manager, Procurement Division" in the City of Orlando Contract shall be replaced with the "Central Florida Expressway Authority," "CFX."
- 2.2 The first paragraph of Article 22 of the Special Terms and Conditions entitled, "Term of the Contract," in the City of Orlando 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 CFX. If a renewal option is exercised, CFX 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 3 of the Term of Contract remain unchanged, but for the substitutions set forth above.
- 2.3 In Article 39 of the Standard Terms and Conditions entitled, "Insurance", 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 CFX.
- **4. COMPENSATION FOR SERVICES.** Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with City of Orlando. 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 City of Orlando.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 CONTRACTOR'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.

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 CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

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

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the

public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

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 CFX 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 CFX upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read

the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

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

ONTRACTOR 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.

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

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

Notwithstanding the foregoing:

- 11.1 CONTRACTOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and
- 11.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:
 - (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from

CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

- (ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and
- (iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and
- (iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

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

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.

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

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

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 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
- 13.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 13.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 13.4 Obligations upon expiration or termination of the Contract, as set forth in Section 14; and
- 13.5 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.

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 CFX.

15. NOTIFICATION of CONVICTION of CRIMES

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

A person or affiliate who has been placed on the Florida Department of Management Services convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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 CFX's Board at its meeting on July 13, 2017.

APPROVED BY:	
	KMG FENCE, LLC
	By:
	Print Name and Title
Attest:	(Seal)
Date:	
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
	By: Director of Procurement
Approved as to form a	nd execution, only.
General Counsel for C	YFX The state of t

Bidder's Name: KMG Fence, LLC

BID PRICE FORM

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
			Four (4) Foot Galvanized Chain Link		
1.	100	LF	With top rail	\$ 10.00	\$ 1,000,00
2.	2	EA	Corner post assembly	\$ 1.0.00	\$ 120,00
			Six (6) Foot Galvanized Chain Link		
3.	1570	LF	With tension	\$ 9.00	\$ 14,130.00
4.	5000	LF	With tension and 3 strands of barbed wire	\$ 9.25	\$ 46,250,00
5.	1570	LF	Add for top rail	\$ 2.50	\$ 3,935.0
6.	700	LF	With top rail and 3 strands of barbed wire	\$ 11.00	\$ 7,700.0
7.	16	EA	Corner post assembly	\$_250.00	\$ 4,000.0
			Eight (8) Foot Galvanized Chain Link		
8.	1161	LF	With tension	\$ 10.75	\$ 12,480.75
9.	500	LF	With tension and 3 strands of barbed wire	\$ 11.00	\$ 5,500.00
10.	1161	LF	Add for top rail	\$ 2.50	\$ 2,902,50
11.	750	LF	With top rail and 3 strands of barbed wire	\$_12.75	\$ 9,562.50
12.	12	EA	Corner post assembly	\$ 300.00	\$ 3,600.00

Sub-total (this page) \$ 111,170.75

Bidder Initials RmU

Bidder's Name: KMG FENCE, LLC.

BID PRICE FORM

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as

specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
			Ten (10) Foot Galvanized Chain Link		
13.	694	LF	With top rail	\$ 11.00	\$ 7,6340
14.	300	LF	With top rail and 3 strands of barbed wire	\$ 11.25	\$ 3,375.0
15.	30	EA	Corner post assembly	\$ 125.00	\$ 3,750.0
			Extruded Vinyl Coated Chain Link Fence		
			Material for items below shall be Schedule 40 Painted Frame Work (ASTM F1043) and PVC coated steel chain link fabric (ASTM F668)		
			Four (4) Foot Coated Vinyl Chain Link Fence		
16.	579	LF	With top rail	\$ 11.00	\$ 6,369.00
17.	16	EA	Corner post assembly	\$ 60.00	\$ 960.00
18.	4	EA	End Post Assembly	\$ 55,00	\$ 230.0
			Six (6) Foot Coated Vinyl Chain Link Fence		
19.	771	LF	With tension	\$ 10.50	\$ 8,015.5
20	200	LF	With tension and 3 strands of barbed wire	\$ 10.75	\$ 2,150.00
21.	771	LF	Add for top rail	\$ 3,25	\$ 2,505.7
22.	700	LF	With top rail and 3 strands of barbed wire	\$ 12.50	\$ 45,750.0
23.	18	EA	Corner post assembly	\$100.00	\$ 1,800.00
24.	16	EA	End Post assembly	\$ 90.00	\$ 1,440.0

Sub-total (this page) \$ 47,049.25

Bidder Initials RM

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the

following hid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
			Eight (8) Foot Coated Vinyl Chain Link Fence		
25.	326	LF	With tension	\$ 12.50	\$ 4,075.00
26.	300	LF	With tension and 3 strands of barbed wire	\$ 12.75	\$ 3,825.00
27.	326	LF	Add for top rail	\$ 3.85	\$ 1,059.50
28.	700	LF	With top rail and 3 strands of barbed wire	\$ 14.00	\$ 9,800.0
29.	33	EA	Corner post assembly	\$ 90.00	\$ 2,970.0
30.	18	EA	8' End Post Assembly	\$ 85.00	\$ 1,530.0
31.	10	EA	10' End Post Assembly	\$ 95,00	\$ 950.00
32.	35	EA	Core Drilling Per Post	\$ 35.00	\$ 1,225.0
			Gates Per attached Specification to include posts, installation and all necessary hardware.		
33.	2	EA	4 ft high x 3 ft wide single, galvanized	\$ 100.00	\$ 200.0
34.	2	EA	4 ft high x 3 ft wide single, extruded vinyl coated with painted frames	\$ 120.00	\$ 240.0
35.	2	EA	6 ft high x 3 ft wide single, galvanized	\$ 130.00	\$ 360.0
36.	2	EA	6 ft high x 3 ft wide single, extruded vinyl coated with painted frames	\$ 200.00	\$ 400.0
37.	2	EA	6 ft high x 6 ft wide single, galvanized	\$ 190,00	\$ 330.0
38.	2	EA	6 ft high x 6 ft wide single, extruded vinyl coated with painted frames	\$ 193,00 L(this page) \$ 3	\$ 390.0

Sub-total (this page) \$_27, 404.50

Bidder Initials #MO

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

	ng bid prices.			T	
Item No.	Quantity	Unit	Description	Unit Price	Total
39.	2	EA	6 ft high x 10 ft wide single, galvanized	\$ 200.00	\$ 400,00
40.	2	EA	6 ft high x 10 ft wide single, extruded vinyl coated with painted frames	\$ 210.00	\$ 420.00
41.	2	EA	6 ft high x 10 ft wide double, galvanized	\$ 350.00	\$ 700.00
42.	2	EA	6 ft high x 10 ft wide double, extruded vinyl coated with painted frames	\$ 400.00	\$ 800.00
43.	2	EA	8 ft high x 3 ft wide single, galvanized	\$ 175,00	\$ 350,00
44.	2	EA	8 ft high x 3 ft wide single, extruded vinyl coated with a painted frame	\$ 190.00	\$ 380.00
45.	2	EA	10 ft high x 3 ft wide single, galvanized	\$ 190.00	\$ 380,00
46.	2	EA	10 ft high x 3 ft wide single, extruded vinyl coated with a painted frame	\$ 200,00	\$ 400, C
			Drive Gates	5)	
47.	2	EA	4 ft high X 12 ft wide, double swing, galvanized drive gates	\$ 37.5,00	\$ 750,00
48.	2	EA	4 ft high X 12 ft wide, cantilever, galvanized drive gate	\$ 500,00	\$ 1,000.0
49.	2	EA	4 ft high X 12 ft wide, double swing, vinyl fabric with painted frame drive gates	\$ 400.00	\$ 800,0

Sub-total (this page) \$ 6,380.00

Bidder Initials I'M

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
1101	Quantity	- CIIIV	4 ft high X 12 ft wide, cantilever, vinyl fabric with		
50.	2	EA	painted frame, drive gate	\$ 525,00	\$ 1050,00
201			6 ft high X 12 ft wide, double swing, galvanized		
51.	4	EA	drive gates	\$ 700.00	\$ 2300,00
			6 ft high X 12 ft wide, cantilever, galvanized, drive		
52.	4	EA	gate	\$ 925.00	\$ 3700.00
			6 ft high X 12 ft wide, double swing, vinyl fabric		
53.	4	EA	with painted frame drive gates	\$ 400.00	\$ 3600.00
			6 ft high X 12 ft wide, cantilever, vinyl fabric with	-0	THE STATE OF
54.	4	EA	painted frame, drive gate	\$1000.00	\$ 4000.00
			8 ft high X 12 ft wide, double swing, galvanized		
55.	4	EA	drive gates	\$ 500,00	\$ 2000.00
			8 ft high X 12 ft wide, cantilever, galvanized drive		S 000 11970 - 1944
56.	6	EA	gate	\$ 800.00	\$ 4800.0
			8 ft high X12 ft wide, double swing, vinyl fabric		
57.	4	EA	with painted frame drive gates	\$ 750.00	\$ 3000.00
			8 ft high X 12 ft wide, cantilever, vinyl fabric with		+ < 100 0
58.	6	EA	painted frame, drive gate	\$ 850.00	\$ 5100.0
			10 ft high X 12 ft wide, double swing, galvanized		+ 1000 M
59.	2	EA	drive gates	\$ 500,00	\$ 1000.00
			10 ft high X 12 ft wide, cantilever, galvanized drive		_
60.	2	EA	gate	\$ 800.00	\$ 1600.00
			10 ft high X 12 ft wide, double swing, vinyl fabric	L57	
61.	2	EA	with painted frame drive gates	\$ 900.00	\$ 1800.00
			10 ft high X 12 ft wide, cantilever, vinyl fabric with		
62.	2	EA	painted frame, drive gate	\$ 1000.00	\$ 2000.0
			Temporary Fence		
		-	6 ft high Temporary Fence including posts, 11 ½		
62	500	LF	gauge fabric with drive-in tubing posts, 11 /2	\$ 5.00	\$ 2500.00
63.	300	LF	gauge faulte with drive-in tuoing posts	Φ_0,-	Ψ () = 0.00

Sub-total (this page) \$ 38,950.00

Bidder Initials #MO

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit Price	Total
			Vinyl Slats		
64.	300	LF	Vinyl slats for 4 ft high chain link fence	\$ 5.00	\$ 1,500.00
65.	400	LF	Vinyl slats for 6 ft high chain link fence	\$ 10.00	\$ 4,000.00
66.	400	LF	Vinyl slats for 8 ft high chain link fence	\$ 10.50	\$ 4,200.00
67.	400	LF	Vinyl slats for 10 ft high chain link fence	\$ 11.00	\$ 4,400.00
			Windscreens		
68.	600	LF	6 ft high Windscreen, hemmed and grommeted	\$ 5.75	\$ 3 450.00
69.	400	LF	8 ft high Windscreen, hemmed and grommeted	\$ 6.00	\$ 2,400.00
70.	600	LF	10 ft high Windscreen, hemmed and grommeted	\$ 6.75	\$ 4,050.00
			Field Fence		
71.	5000	LF	4 ft high field fence with 1 strand of barbed wire at top and 3" Pressure Treated Wood Posts	\$ 3.00	\$ 15,000.0
			Replacing Fabric/Fence Only		
72.	1000	LF	4ft Galv. 9gauge chain link, Fabric Only	\$ 3.00	\$ 3,000.00
73.	1000	LF	6ft Galv. 9gauge chain link, Fabric Only	\$ 4.00	\$ 4,000.00
74.	1000	LF	8ft Galv. 9gauge chain link, Fabric Only	\$ 5,00	\$ 5,000 .00
75.	1000	LF	10ft Galv. 9gauge chain link, Fabric Only	\$ 5,50	\$ 5,500.00

Sub-total (this page) \$.56,500.00

Bidder Initials KMU

You are invited to Bid on the following:

Provide and Install Fencing

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Quantity	Unit	Description	Unit	t Price	T	otal
			Labor Rates				
76.	200	Hour	Cost per hour to remove and dispose of existing fence 4 ft in height	\$	0	\$	0
77.	400	Hour	Cost per hour to remove and dispose of existing fence 6 ft in height.	\$_	0	\$	0
78.	400	Hour	Cost per hour to remove and dispose of existing fence 8 ft in height.	\$_	0	\$	
79.	200	Hour	Cost per hour to remove and dispose of existing fence 10 ft in height.	\$_	0	\$	0
80.	500	Hours	Standard hourly labor rate per person Monday – Friday, from 8:00 a.m. – 5:00 p.m. (Not to be used for removal or disposal of debris.	\$	38,00	\$_{_{1}}	9,000.0
81.	100	Hours	Hourly labor rate per person for all other hours including nights, weekends, and holidays (Not to be used for removal or disposal of debris.)		42.00	\$ 4	1,200.0
82.	Estimated Annual quantity \$1,000.00	EA	Materials for repairs only in conjunction with line Items 76 & 77, furnished by the contractor shall be at the Contractor's actual cost plus a percentage markup. Evidence of actual costs shall be required through submittal of actual invoices. The unit price in the next column is 100% plus the mark-up. For example: if mark-up is 5%, the unit price would be $100\% + 5\%$ and the last column would be $$1,000.00 \times 100\% + 5\% = $1,050.00$	10	00% + 50 %	n l	300.00

Total Bid (this page) \$ 24,500.00

	GRAND TOTAL (ALL PAGES) \$ 314,95 Y.50
	Bidder Initials LMU
1. FOB Point Delivered Only	
2. Discount Payment Terms (if any):	_%, if paid within _/O days after receipt of invoice.
3. Is your company willing to accept the VISA	A ePayable solution for payment of all invoices?
Yes No	
Recheck your quotations prior to submission	n. Bids may not be changed after being opened.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

KMG FENCE, LLC NAME OF BUSINESS	State of Florida County of Drange
BY: SIGNATURE	Sworn to (or affirmed) and subscribed before me this day of <u>August</u> , 2015, by haren m. Crimsky
KAREUM, GRIMSCEY Mara NAME & TITLE, TYPED OR PRINTED	Signature of Notary
1031 Crown Park Cir MAILING ADDRESS	Notary Public, State of Florida
Winter Cardon, FL 34787 CITY, STATE, ZIP CODE	Personally Known OR- Produced Identification
TOT 654-7600 TELEPHONE NUMBER	Type:
(407) 654-4700 FAX NUMBER	Company Tax ID # 13-43627/ (The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)
E-MAIL ADDRESS) ENLE. COM	MY COMMISSION # FF225715 EXPIRES April 30 2019 Howanouty Sorato con

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. <u>IFB15-0216</u>:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written

contract between the City and the undersigned.	//
SIGNATURE SIGNATURE	State of Florida County of Orange
KARED M GRIMSCEP, NAME & TITLE, TYPED OR PRINTED MAUAGU	Sworn to (or affirmed) and subscribed before me this day of August, 2015, by Laren M. Grismsley,
KML Fence, LLC NAME OF BUSINESS	Signature of Notary
1031 Crown Park Cir. MAILING ADDRESS	Notary Public, State of Florida
Winter Gardon, Fl 3487 CITY, STATE, ZIP CODE	Personally Known (circle if applicable) KASEY DAE CHENEA MY COMMISSION # FF225715 EXPIRES April 30 2019
PHONE: (407) 654-7600	Produced Identification (MIZ) 305.6 53 FROMBANOGE SOF ICO CONT
FAX: (407) 654-4700	Type of Identification:
E-MAIL: Kmg@ Kmg-Fenue.com	1
	TY OF ORLANDO ONLY
This contract is awarded to the party listed above as a:	
This contract is for: All Item Numbers: or Ite	
INITIAL CONTRACT TERM 9 28- 2015 to	1-27-2016
ACCEPTANCE:	
CITY OF ORLANDO, FLORIDA	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.
By: Chief Procurement Officer	Assistant City Attorney ORLANDO, FLORIDA
DAVID BILLINGSLEY, CPSM, C.P.M.	ORLANDO, FLORIDA
Date: September 28, 2015	Date: September 23, 2015

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1.	COMPANY NAME: KMG Fence, CCC Address of Principal Place of Business: 1031 Crown Park Cir
	City/State/Zip: Winter Garden, FC 34787 Phone: 407-654-7600 Fax: 407-654-4700 Name of primary Contact: Karen M. Grimsler mail: Kmg@ Kmg@nce.com
2.	TYPE OF ORGANIZATION:
	Sole Proprietorship Joint Venture Partnership Corporation Curcon Other:
	State of Formation: FL Federal ID # 13-42627 DUNS # Federal ID # 13-42627 DUNS # State of Formation: (The City only requires a Federal Tax ID Number, not a Social Security number.
3.	Phone: 407-654-7600 Fax: 407-654-4700 Cell: 321-624-8237
4.	Agent Contact: Mark Pichowski Phone: 727 -373-2710
5.	EXPERIENCE: A. Years in business: 13 B. Years in business under this name: 13 C. Years performing this type of work: 2
6.	SUBCONTRACTORS - for informational purposes only: If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.
	Name of subcontractors to be utilized and type of work:
	Name Type of Work M/WBE VBE Certified? City Certified? (Y or N) (Y or N)

LOCAL SERVICE FACE A. Name of local service of	cnter: N/ H
B. Address of local service	center:
C. County local service cer	nter is located in:
D. Contact:	Telephone number:
RECYCLED CONTENT	`:
B. Is your product packag	material contained in the product: 70% ged/shipped in material containing recycled content? Yes No able after it has reached its intended end use? Yes No
REFERENCES:	
	part of their Bid submittal, a minimum of three (3) customer references ur firm has provided within the last three (3) years.
Reference #1: Name: (Se	ee Attachod)
Address:	Fax No.:
L-man.	At the second se
Reference #2:	
Name:	
Address:	
Telephone No.::	Fax No.:
Contact:	
Reference #3:	
Name:	
Address:	
	Fax No.:
E-mail:	
Reference #4:	
Name:	
Address:	
Telephone No.::	Fax No.:
Contact:	
E-mail:	

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name:	KMG	Fence,	LLC
Certification Number:	080	Y307	
Expiration Date:	8/31	J15	

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name:	
Certification Number:	
Expiration Date:	

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No.	 Dated	
Addendum No.	Dated	
Addendum No.	 Dated	
Addendum No.	Dated	-
Addendum No.	 Dated	G

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

Company

Signature

Title



KMG FENCE LLC 1031 CROWN PARK CIR. WINTER GARDEN, FL 34787 PHONE (407) 654-7600 FAX (407) 654-4700

REFERENCES:

1. OWNER'S NAME: ORANGE COUNTY, FL PURCHASING

DESCRIPTION: COUNTYWIDE FENCE INSTALLATIONS UPON DEMAND.

CONTRACT AMOUNT: \$645,338.00 +/-

DATE SERVICES COMPLETED: 9/30/2004-9/30/2007, 1/2010 - CURRENT

CONTACT: JEFF CHARLES

ADDRESS: 400 E. SOUTH ST. 2ND FLOOR ORLANDO, FL 32801

NUMBER: 321-354-7331

2. OWNER'S NAME: SEMINOLE COUNTY, FL PURCHASING

DESCRIPTION: COUNTYWIDE FENCE INSTALLATIONS UPON DEMAND.

CONTRACT AMOUNT: \$2,728,110.00 +/-

DATE SERVICES COMPLETED: 10/10/2005-1/31/2008, 2/2008-CURRENT AS BACKUP

CONTACT: DANNY MOORE

ADDRESS: 1101 E. 1ST ST. SANFORD, FL 32771

NUMBER: 321-377-1255

3. OWNER'S NAME: CITY OF ORLANDO, FL PURCHASING

DESCRIPTION: ANNUAL PURCHASE AGREEMENT FOR PROVISION AND INSTALLATION OF

FENCING

CONTRACT AMOUNT: 282,000.00

DATE SERVICES COMPLETED: 5/15/2008-CURRENT ONGOING

CONTACT: JIM PETERS

ADDRESS: 400 S. ORANGE AVE. PO BOX 4990 ORLANDO, FL 32802-4990

NUMBER: 321-231-1756

4. OWNER'S NAME: SCHOOL DISTRICT OF OSCEOLA COUNTY

DESCRIPTION: ANNUAL PURCHASE AGREEMENT FOR PROVISION AND INSTALLATION OF

FENCING

CONTRACT AMOUNT: 345,136.10

DATE SERVICES COMPLETED: 10/28/08-10/28/11

CONTACT: CHERYL JESSEE

ADDRESS: 817 BILL BECK BLVD KISSIMMEE, FL 34744

PHONE: 407-870-4630

5. OWNER'S NAME: OSCEOLA COUNTY PROCUREMENT SERVICES

DESCRIPTION: FENCING WITH OR WITHOUT INSTALLATION

CONTRACT AMOUNT: 327,600.00

DATE SERVICES COMPLETED: 6/26/08-CURRENT

CONTACT: CORALY VAZQUEZ

ADDRESS: 1 COURTIIOUSE SQUARE KISSIMMEE, FL 34741

PHONE: 407-742-0900

6. OWNER'S NAME: FGUA / TOHO WATER AUTHORITY DESCRIPTION: SECURITY FENCING FOR WELLHEAD ENCLOSURES CONTRACT AMOUNT: \$185,000.00 DATE SERVICES COMPLETED:6/15/2007/

CONTACT: ART DACRE

ADDRESS: 280 WEKIVA SPRINGS BLVD. LONGWOOD, FL

NUMBER: 407-629-6900 FAX: 407-629-6963

7. OWNER'S NAME: CLANCY & THEYS CONSTRUCTION

DESCRIPTION: SOUTHSIDE COMMUNITY PARK WINTER GARDEN, FL

CONTRACT AMOUNT: \$144,000.00

DATE SERVICES COMPLETED: MARCH 2009

CONTACT: PAUL FERNANDES

ADDRESS: 7308 GREENBRIAR PARKWAY ORLANDO, FL 32819

NUMBER: 407-578-1449 FAX: 407-578-1439

8. OWNER'S NAME: CITY OF MELBOURNE

DESCRIPTION: SHERWOOD AND CRANE PARK FENCE REPLACEMENT

CONTRACT AMOUNT: 130,000 +/-DATE SERVICES COMPLETED: 12/2008

CONTACT: PAT LOVE

ADDRESS: 1551 HIGHLAND AVE MELBOURNE, FL

NUMBER: 321-757-7149

9. OWNER'S NAME: A&M SI CONSTRUCTION COMPANY, LLC

DESCRIPTION: GORE STREET STREETSCAPE

1324 WEST MILLER ST ORLANDO, FL 32805

CONTACT: MIKE RAHMANKHAH CONTRACT AMOUNT: \$72,470,00 DATE SERVICES COMPLETED: 7/2011

10. OWNER'S NAME: CITY OF ORLANDO

DESCRIPTION: OPD GATE OPERATORS AND CONTROLS

400 E. SOUTH ST ORLANDO, FL

CONTACT: JERRY STEED

CONTRACT AMOUNT: \$74,000.00 +/-

NUMBER: 321-231-1705

DATES SERVICES COMPLETED: 8/2011



August 19, 2016

Karen M. Grimsley, Manager KMG Fence, LLC 1031 Crown Park Circle Winter Garden, FL 34787

SUBJECT: Renewal of Term Contract for Provide and Install Fencing

IFB15-0216

Dear Ms. Grimsley:

The subject Contract will expire on September 27, 2016.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be extended for an additional twelve (12) month period.

The City has decided to renew the Contract for an additional year effective September 28, 2016 through September 27, 2017 at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Brian Ferrier, CPPO at the address noted below by September 2, 2016. Also, send us a copy of the most current W-9 form and Certificate of Insurance for your business.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, CPSM, C.P.M.

Chief Procurement Officer

ACCEPTANCE

Official Signature

KAREN M. GRIMSLEY

Print Name

Title

9/26/16 Date



May 3, 2017

Karen M. Grimsley, Manager KMG Fence, LLC 1031 Crown Park Circle Winter Garden, FL 34787

SUBJECT: 2nd Renewal of Term Contract, Provide and Install Fencing

IFB15-0216 (Amendment 2)

Dear Ms. Grimsley:

The subject Contract will expire on September 27, 2017.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be extended for an additional twelve (12) month period.

The City has decided to renew the Contract for an additional year effective **September 28, 2017** through **September 27, 2018** at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Fabio Henao at the address noted below by May 26, 2017. Please include a copy of your most current W-9 form and Certificate of Insurance for your business.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, CPSM, C.P.M.

Chief Procurement Officer

ACCEPTANCE

Official Signature

Drint Nama

20011

Title

Date

CONSENT AGENDA ITEM

#32

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

July 14, 2017

SUBJECT:

Approval of Contract Renewal with

Southern Aquatic Management, Inc. for Aquatic Vegetation control

Contract No. 001003

Board approval is requested for the fourth renewal of the referenced contract with Southern Aquatic Management, Inc., in the amount of \$209,720.00 for a one year period beginning October 7, 2017 and ending on October 6, 2018. The original contract was one year with four one-year renewals.

Original Contract Amount	\$148,520.00
First Renewal	\$148,520.00
Supplemental Agreement	\$ 0.00
Second Renewal	\$209,719.47
Third Renewal	\$209,720.00
Fourth Renewal	\$209,720.00
Total	\$926,199.47

The services to be provided by Southern Aquatic Management, Inc. under this renewal include application of aquatic herbicide to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408, S.R. 417, S.R. 528, S.R. 429, and S.R. 414.

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

Reviewed by:

Chief of Infrastructure

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL AGREEMENT No. 4 CONTRACT NO. 001003

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of July, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Southern aquatic Management, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby CFX retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the fourth renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a fourth renewal of said Original Agreement beginning the 7th day of October, 2017 and ending the 6th day of October, 2018 at the cost of \$209,720.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the third Contract renewal ending October 6, 2017, the Contractor shall execute a "Certificate of Completion of the first Contract Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the third renewal of the Contract ending October 6, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:Authorized Signature		BY:	Director of Procurement
Title:			
ATTEST: Secretary or Notary	_(SEAL)		
If Individual, furnish two witness:			
Witness (1)			
			Legal Approval as to Form
			4
			General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL AGREEMENT CONTRACT NO. 001003

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

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby CFX retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the third renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a third renewal of said Original Agreement beginning the 7th day of October, 2016 and ending the 6th day of October, 2017 at the cost of \$209,720.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the second Contract renewal ending October 6, 2016, the Contractor shall execute a "Certificate of Completion of the first Contract Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the second renewal of the Contract ending October 6, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: Authorized Signature	BY: Director of Procurement
Title: PRESIDENT	
ATTEST: (SEAL) Secretary or Notary	
If Individual, furnish two witness: Witness (1) Witness (2)	
	Legal Approval as to Form Seph Jassietore General Counsel for CFX

Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 001003

21.5EP '15 PM12:13

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of September, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Aquatic Management, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby the Authority retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, Authority and Contractor wish to enter into the second renewal of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a second renewal of said Original Agreement beginning the 7th day of October, 2015, and ending the 6th day of October, 2016, at the cost of \$209,719.47, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending October 6, 2015, the Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal of the Contract ending October 6, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement except as modified by the attached Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTS DEPT

CONTRACTS DEPT

GOBATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Aquatic Vegetation Control

28 AUG '15 AH11:01

Contract No: 001003

This Supplemental Agreement No. 1 entered into this 17th day of August, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and SOUTHERN AQUATIC MANAGEMENT, INC. (the "Contractor") the same being supplementary to the Contract between the aforesaid, dated October 3, 2013, for services pertaining to maintenance of retention ponds at various location along the Authority's system, (the Contract").

- 1. The Authority wishes to amend the language in paragraph 5.5, Renewal Option, in the General Specifications by deleting the second sentence of the paragraph in its entirety and inserting the following new language in it is place:
 - "Renewals will be on an annual basis not to exceed four (4) one year renewals, subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original Contract."
- 2. The Contractor hereby agrees to the amended language with no increase in the Contract amount or Contract term.
- 3. The Authority and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract 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.
- 4. This Supplemental Agreement No. 1 is necessary to amend the language related to the Contract renewal options.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Aquatic Vegetation Control	
Contract No.: 001003	28 AUG 15 AK11:01
Amount of Changes to this document: \$0.00	
This Supplemental Agreement No.1 entered into as of the above.	day and year first written
"Authority":	
By: Director of Procurement Date: 8/28/15 "Contractor":	
SOUTHERN AQUATIC MANAGEMENT, INC.	
By: A Wel, ARROW CHURCH	
Title: PRESIDENT	
	WENDY MCLANE DMMISSION # FF 243083 PRES: June 22, 2019 Thru Notary Public Underwritens

CONTRACTS DEPT

Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 001003

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Aquatic Management, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby the Authority retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, Authority and Contractor wish to enter into the first renewal of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 7th day of October, 2014, and ending the 6th day of October, 2015, at the cost of \$148,520.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending October 6, 2014, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 6, 2014.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

SOUTHERN AQUATIC MANAGEMENT, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:

Authorized Signature

Print Name:

Print Name:

Print Name:

Print Name:

ARE IT CHILLEN

LEGAL APPROVAL:

AS TO FORM General Counsel for the Authority

O TRACTS DEPT 9/15/14

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND SOUTHERN AQUATIC MANAGEMENT, INC.

AQUATIC VEGETATION CONTROL

CONTRACT NO. 000938 CONTRACT DATE: OCTOBER 3, 2013 CONTRACT AMOUNT: \$148,520.00



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, ADDENDA, PROPOSAL AND FORMS

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, ADDENDA, PROPOSAL AND FORMS

FOR

AQUATIC VEGETATION CONTROL CONTRACT NO. 000938

October 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham, Jr., Chairman R. Scott Batterson, P.E., Vice Chairman Teresa Jacobs, Secretary/Treasurer Noranne B. Downs, P.E., Ex-Officio Member Marco Peña, Board Member

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

Section	<u>Title</u>	Page
C	CONTRACT	C-1 to C-2
GS	GENERAL SPECIFICATIONS	GS-1 to GS-13
SS	SCOPE OF SERVICES	SS-1 to SS-7
	Addendum No. 1 Addendum No. 2	
P	PROPOSAL	P-1 to P-6
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
	Attachment No. 1 to Scope of Services	

CONTRACT

This Contract No. 000938 (the "Contract"), made this 3rd day of October, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and SOUTHERN AQUATIC MANAGEMENT, INC., 1980 Dolgner Place, Suite 1048, Sanford, Florida 32771, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes maintenance of all items associated with Contract No. 000938, for Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. The Contract time will be 365 calendar days with renewal options. The Contract Amount is \$148,520.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 3, 2013.

The Contract Documents consist of:

- 1. The Contract,
- 2. The Addenda, modifying the Scope of Services, General Specifications or other Contract Documents,
- 3. The Scope of Services,
- 4. The General Specifications,
- 5. The applicable sections of the FDOT Design Standards, January 2012 edition, as may be amended or supplemented, and
- 6. The Proposal.

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

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

ORLANDO-ORANGE COUNTY EXPRESS WAY AUTHORITY
By: Alleede Mull
Director of Procurement
DATE:
SOUTHERN AQUATIC MANAGEMENT, INC.
By: a Che
Print Name: AARON CHURCH
PRESIDENT
Title
ATTEST: July Com (Seal)
DATE: 9/12/15
Approved as to form and execution, only.
General Counsel for the AUTHORITY
- Joseph Flassistre

CONSENT AGENDA ITEM

#33

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 13, 2017

SUBJECT:

Approval of Supplemental Agreement No. 5 to Florida Turnpike Services, LLC

For Road Ranger Safety Service Patrol

Contract No. 000964

Board approval is requested for Supplemental Agreement No. 5 with Florida Turnpike Services, LLC, in the amount of \$259,168.00 to extend the service area covered by the Contractor to include CFX's section of S.R. 429 (Wekiva Parkway), through the end of the initial contract term which is September 13, 2018. The terms of the contract is five years with five (5) one-year renewal options.

Original Contract Amount	\$7,572,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	\$ (154,915.00)
Supplemental Agreement No. 4	\$ 0.00
Supplemental Agreement No. 5	\$ 259,168.00
Total Revised Contract Amount	\$7,676,253.00

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

Reviewed by:

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Road Ranger Safety Service Patrol				
Contract No: _	000964	Project No.:	N/A	

This Supplemental Agreement No. 5 entered into this 13th day of July 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes to extend the service area covered by the Contractor to include the new section of S.R. 429 (Wekiva Parkway) from US 441 to S.R. 46 from July 25, 2017, to the end of the Contract term. Compensation to the Contractor for an additional service vehicle will be paid at the current rate of \$44.50 per service hour for 5,824 hours (14 hours per day x 416 days) for the total amount of \$259,168.00.
- 2. The Contractor hereby agrees to provide the additional service as specified herein with an increase in compensation of \$259,168.00 and no increase in the Contract time.
- 3. CFX and Contractor agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 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. 5 is necessary to extend the Road Ranger Service Patrol area to cover the new section of S.R. 429 (Wekiva Parkway) scheduled to open on July 27, 2017.

SUPPLEMENTAL AGREEMENT NO. 5 Contract Name: Road Ranger Safety

Contract	Name: Road Rai	nger Safety Service	Patrol			
Contract	No.:000964		Project No.: _	N.	/A	
Amount	of Changes to this doc	ument: \$259,168.00				
This Supabove.	pplemental Agreement	No. 5 entered into	as of the day	and year	first	written
CENTR	AL FLORIDA EXPR	RESSWAY AUTHO	RITY			
By:	Director	of Procurement	_			
Date:						
					2	
FLORI	DA TURNPIKE SER	VICES, LLC				
	Authorized Sign		 s			
Print Na	me:		_			
Title:			_			
Attest: _	Notary		-			
Date:	Notary					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 4

Contract Name	e: <u>Road R</u>	anger Safety Service Pat	rol	
Contract No: _	000964	Project No.:	N/A	

This Supplemental Agreement No. 4 entered into this 30th day of September 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to amend the language in the Method of Compensation, subarticle 2.6 (d), by deleting the current language in the second paragraph in its entirety and inserting the following new language in its place:

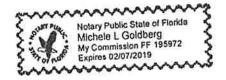
"The net of each monthly adjustment will be calculated once per year on the Contract anniversary date and applied as a deduct or increase to the next monthly invoice."

- 2. The Contractor hereby agrees to the amendment to the Method of Compensation with no increase in the Contract amount or Contract time.
- 3. CFX and 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, if any, 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.
- 4. This Supplemental Agreement No. 4 is necessary to amend language in the Method of Compensation with regard to fuel price adjustments.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Road Ranger Safety Service	Patrol	
Contract No.:000964	_ Project No.:	N/A
Amount of Changes to this document: \$0.00		
This Supplemental Agreement No. 4 entered into above.	o as of the day and	l year first written
"CFX":		
CENTRAL FLORIDA EXPRESSWAY AUTHO	DRITY	
By: Director of Procurement		
Date: 10-10-16		
		5 0CT 116 PM 3:09
"Contractor":		
FLORIDA TURNPIKE SERVICES, LLC		
By: Authorized Signature		
Print Name: RICHAMO WHEELER	_	
Attest: Notary	_	





A A April 15 to 18.5.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 3

Contract Nam	e: Road R	anger Safety Service Pat	rol	
Contract No:	000964	Project No.:	N/A	

This Supplemental Agreement No. 3 entered into this 20th day of September 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes to amend the language in the first sentence of subarticle 2.1 of the Method of Compensation by deleting the current language in its entirety and inserting the following new language in its place:
 - "For satisfactory completion of the services detailed in the Scope of Services, the Contractor shall be paid an hourly rate of \$47.00 per vehicle per hour through September 14, 2016, and an hourly rate of \$44.50 per vehicle per hour from September 15, 2016, through the end of the initial five year term of the Contract resulting in a total reduction in the Contract amount of \$154,915.00."
- 2. The Contractor hereby agrees to the amendment to the Scope of Services and a reduction in the Contract amount of \$154,915.00, both with an effective date of September 15, 2016. The reduction is based on difference between the hourly rates (\$2.50) times the remaining number of hours in the Contract (61,966).
- 3. CFX 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, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the 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. 3 is necessary reduce the hourly rate per vehicle per hour from September 15, 2016, through the end of the initial five year term of the Contract.

74 SEP 15 on 5 35

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name:	Road Ranger Safe	ty Service Patro	ol	
Contract No.:	000964	Pro	oject No.: _	N/A
Amount of Change	s to this document: (\$	154,915.00)		
This Supplemental above.	Agreement No. 3 e	ntered into as	of the day	and year first written
"CFX":				
CENTRAL FLOR	RIDA EXPRESSWA	Y AUTHORI	ГУ	
Ву:	Oll O Director of Procur	rement		
Date:	-26-16	i e		
"Contractor":	1			
FLORIDA TURN	PIKE SERVICES, I	LC		
By: Aut	horized Signature			
Print Name: Rich	440 mheeren			
Title: Pressi	sent 11		5~~~~ 5~~~~	Notary Public State of Florida
Attest: Not	shill I Toldle	ug	>: M :	Michele L Goldberg My Commission FF 195972 Expires 02/07/2018
Data	N - 1 2 - 2016	1		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

Contract Name	e: <u>Road R</u>	anger Safety Service Pat	rol	
Contract No:	000964	Project No.:	N/A	

This Supplemental Agreement No. 2 entered into this 27th day of May 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

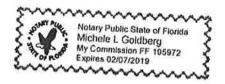
- 1. CFX wishes to amend the language in the Scope of Services, subarticle 2.4.2, paragraph I, by deleting the current language in its entirety and inserting the following new language in its place:
 - "I. Transporting Motorists

The Safety Service Patrol Vehicle Operator shall make every reasonable effort to avoid leaving the motorist and any other passengers stranded on the roadway. If the motorist refuses vehicle assistance or towing services, the Safety Service Patrol Vehicle Operator shall follow the procedure in subarticle 2.4.2, paragraph E, above for disabled vehicles. The Safety Service Patrol Vehicle Operator shall not transport a motorist or passengers to a private residence."

- 2. The Contractor hereby agrees to the amendment to the Scope of Services with no increase in the Contract amount or Contract time.
- 3. CFX 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, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the 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 amend language in the Scope of Services with regard to transporting motorists.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name:	Road Ranger Safety Serv	ice Patrol	
Contract No.:	000964	Project No.:	N/A
Amount of Changes t	to this document: \$0.00		
This Supplemental Aabove.	Agreement No. 2 entered	into as of the day a	and year first writter
"CFX":			
CENTRAL FEORI	DA EXPRESSWAY AUT	HORITY	
Ву МО	Director of Procurement	manufact the security	
Date:	6.1.16		
"Contractor":	1		
FLORIDA TURNE	KE SERVICES, LLC		
By: Autho	rized Signature		
Print Name: Recur	MAR WHEELER	2	
Title: President	50H111		
Attest: /// ///// Notary	y I Jelding		
Date: (<)1	111		



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Nam	e: <u>Road Ra</u>	anger Safety Service Pat	rol	
Contract No:	000964	Project No.:	N/A	

This Supplemental Agreement No. 1 entered into this 30th day of January, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. The Authority wishes to revise the language in the Method of Compensation, Article 2.6, Fuel Price Adjustments, as detailed on the attached Exhibit A with no increase in the Contract amount or Contract time; and,
- 2. The Contractor hereby agrees to the revisions with no increase in the Contract amount or time; and,
- 3. The Authority and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the 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. 1 is necessary to revise the language in the Method of Compensation, Article 2.6, Fuel Price Adjustments.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name:	Road Ranger	Safety Service P	atrol		
Contract No.:	000964		Project No.: _	N/A	
Amount of Change	es to this docume	nt: \$0.00			
This Supplementa above.	l Agreement No	. 1 entered into	as of the day	and year first wr	itten
"Authority":					
ORLANDO-ORA By: Date:	NGE COUNTY LUCK MUN Director of P 2 /10/14	les	Y AUTHORI' 	ΓY	
"Contractor":	1				
FLORIDA TURN	FIKE SERVIC	ES, LLC			
By: Aut	horized Signatur	re			
Print Name: <u>R</u>	who press	rev	e: (8)		
Attest Majdo X	Holling	Michele L	olle State of Florida Goldberg ssion EE037420 207/2015		
Date: Not	2. 3.2014		_	?	
	RECEIVED CONTRACTS D	EPT			
	CES SIGNATURE	20 14 DATE			

RECEIVED

SIGNATURE / DATE

1000 1400 pm 168

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND FLORIDA TURNPIKE SERVICES, LLC

ROAD RANGER SAFETY SERVICE PATROL

CONTRACT NO. 000964 CONTRACT AMOUNT: \$7,572,000.00 CONTRACT DATE: JULY 24, 2013



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

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

ROAD RANGER SAFETY SERVICE PATROL

CONTRACT NO. 000964

JULY 2013

Members of the Board

Walter A. Ketcham, Jr., Chairman R. Scott Batterson, P.E., Vice Chairman Teresa Jacobs, Secretary/Treasurer Noranne B. Downs, P.E., Ex-Officio Member

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

<u>Title</u>	Page
CONTRACT	1 to 13
SCOPE OF SERVICES	SS-1 to SS-28
METHOD OF COMPENSATION	MC-1 to MC-4
TECHNICAL PROPOSAL	TP-1 to TP-49
PRICE PROPOSAL	PP-1

CONTRACT

This Contract (the "Contract" as defined herein below), 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 FLORIDA TURNPIKE SERVICES, LLC, Post Office Box 666810, Pompano Beach, Florida 33066 hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Road Ranger Safety Service Patrol and related tasks as may be assigned to the CONTRACTOR by the AUTHORITY and identified as Contract No. 000964; and,

WHEREAS, on or about May 4, 2013, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing Road Ranger Safety Service Patrol as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONTRACTOR, and
- 1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date of the Notice to Proceed from the AUTHORITY. 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 90 days prior to the expiration of the initial five-year Contract Term and any renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 30 days notice for convenience or 45 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Contract term is \$7,572,000.00.
- 3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONTRACTOR INSURANCE

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

- 6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.
- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

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

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

7. CONTRACTOR RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- 8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
 - 8.2 AUTHORITY's use or possession of the CONTRACTOR Property,
- 8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 8.4 CONTRACTOR's violation of the confidentiality and security requirements as may be associated with the AUTHORITY Property,
- 8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

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

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

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

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the 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.

15. DISPUTES

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

16. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

17. OTHER SEVERABILITY

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

18. GOVERNING LAW

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

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

19. RELATIONSHIPS

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

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

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

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

- 22.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 22.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
 - 22.4 Obligations upon expiration or termination of the Contract; and
- 22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 23.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 23.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

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 July 24, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY
By: _ Aule Duller
Director of Procurement
Print Name: Claude Miller
FLORIDA TURNPIKE SERVICES, LLC
By: Julian
Print Name: Ricwans L. Lauren
ATTEST: While bulling
(Seal or Notary)
Notary Public State of Florida Michele L Goldberg My Commission EE037420 Expires 02/07/2015
Approved as to form and execution, only.
1118.+

General Counsel for the AUTHORITY

CONSENT AGENDA ITEM

#34

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 13, 2017

SUBJECT:

Authorization to Execute Cooperative Purchase Agreement with

Traffic Engineering and Management LLC. d/b/a Control Specialists for Traffic

Signal Maintenance Services

Contract No. 001322

Board authorization is requested to execute an agreement with Traffic Engineering and Management LLC. d/b/a Control Specialists in the amount of \$500,000.00 to provide traffic signal maintenance services. The contract term will be three years with two (2) one-year renewals.

This will be a cooperative purchase (piggyback) agreement based on a contract between Traffic Engineering and Management LLC. d/b/a Control Specialists and the City of Winter Garden for the same services which will allow CFX to take advantage of the favorable bid prices received by the City of Winter Garden.

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

Reviewed by:

Claude Miller

Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001322

This Agreement is made this <u>1st</u> day of August 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" or "Owner," and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 707 Nicolet Avenue, Suite 100A, Winter Park, Florida 32789, hereinafter the "CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; 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, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide traffic signal maintenance services; and

WHEREAS, on or about August 27, 2015, the CONTRACTOR entered into an amendment to an agreement with the City of Winter Garden to provide the same services as required by CFX; and

WHEREAS, the contract between the CONTRACTOR and the City of Winter Garden was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included sealed bids from other contractors; and

WHEREAS, a Request for Proposals or competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the City of Winter Garden for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the City of Winter Garden; and

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with the City of Winter Garden, a copy of which is attached to this Contract as Exhibit "D", 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:

- A. **RECITALS**. The recitals are true and incorporated as terms.
- B. ADOPTION OF TERMS IN THE CITY CONTRACT. The parties adopt the terms and conditions in the Contract with the City of Winter Garden as amended ("City Contract"), a copy of which is attached hereto, subject to the substitutions or revisions reflected below. For ease of reference, the terms of the City Contract have been reiterated below with the additions and deletions highlighted by underlines and strikeouts, respectively. Paragraphs 1 through 5 are from the Amendment to the Contract and the paragraphs that follow are from the original City Contact. The paragraph numbers from the Amendment and the original City Contract have been modified to allow for sequential numbers.
 - SCOPE OF WORK. The CONTRACTOR shall be available on the request of the Owner to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting. Please refer to Exhibit "A": Traffic Signal Intersections Maintained and Operated for <u>CFX</u> the City of Winter Garden (attached).
 - 2. TERM. This Agreement shall be for an initial term of three (3) one (1) years from the date of the Agreement; however, the Owner shall have the right to cancel and terminate this Agreement, in its sole discretion, during the term thereof, upon giving written notice to the CONTRACTOR at least ninety (90) days prior to the intended date of termination. In the event of termination the CONTRACTOR shall be entitled to receive payment for services and work performed and materials and/or equipment furnished under the terms of this Agreement as directed by the Owner up to the date of termination provided it is acknowledged that the CONTRACTOR shall not be entitled to any damage liquidated or otherwise caused as a result of such termination.

It is mutually agreed between both parties that this Agreement may be renewed extended at the expiration of the initial term for two one-year renewal periods a period of one (1) to five (5) years from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. Rates are subject to change, but not to exceed five percent (5%) In a given year. The rates described in the Cost Schedule attached to the 2009 Agreement as Exhibit "A," as Exhibit "B," or any subset thereof, are subject to increase, not to exceed five percent (5%) in a given year, provided that Owner deems such rate increase reasonable in light of increased costs to CONTRACTOR and assents in writing.

 WHEN EFFECTIVE. This Agreement shall have no effect unless and until it is approved by the Winter Garden City Commission CFX and executed by the parties,

¹ This sentence was removed by the 2015 Amendment.

- whichever occurs last, at which time its initial term shall begin—and the 2009 Agreement shall be completely terminated and replaced by this Agreement.
- 4. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, negotiations, arrangements, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement.
- 5. PUBLIC RECORDS LAWS. CONTRACTOR acknowledges and agrees that Owner is a public entity that is subject to Florida's public records laws and as such, documents in CONTRACTOR's possession relating to performance under this Agreement may be subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt under applicable law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or other writing of the CONTRACTOR, its representatives, employees, subcontractors, subsubcontractors, agents, entities, and its independent contractors and associates related, directly or indirectly, to this Agreement (collectively the "Agreement Records"), shall be deemed to be a public record, whether in the possession or control of Owner or CONTRACTOR, unless determined not to be a public record, or to be otherwise exempt from disclosure, by Owner in its sole discretion. Any Agreement Record that has not been determined by Owner, in its sole discretion, to be exempt from the public records laws, shall be subject to inspection by the public in accordance with the provisions of Chapter 119, Florida Statutes, and other applicable laws and regulations, on the same terms and conditions as Owner's public record inspection policies. To ensure that Agreement Records that are exempt or confidential under the public records laws are not disclosed, CONTRACTOR shall not disclose any Agreement Record in response to a public record request from a member of the public without first obtaining written permission from Owner. While in the possession and control of CONTRACTOR, its representatives, employees, subcontractors, sub-subcontractors, agents, entities, independent contractors, and associates, all Agreement Records shall be secured, maintained, preserved, and retained in a manner consistent with the public records laws, at CONTRACTOR's expense, and CONTRACTOR shall not destroy an Agreement Record without Owner's authorization. Upon request by Owner, CONTRACTOR shall, at CONTRACTOR's expense, within five (5) business days, supply a copy or copies of any Agreement Record to Owner. All Agreement Records shall, at any and all reasonable times during the normal working hours of CONTRACTOR, be open and freely exhibited to Owner for the purposes of examination and/or audit. Since Owner's documents are of utmost importance to the conduct of Owner's business and because of the legal obligations applicable to Owner and which may be applicable to CONTRACTOR under the public records laws, CONTRACTOR agrees that it shall, under no circumstances, withhold possession of any Agreement Record, including originals, copies or electronic images thereof when such are requested by Owner, regardless of any contractual or other dispute that may arise between CONTRACTOR and Owner. Upon termination or expiration of this Agreement, CONTRACTOR shall transfer to Owner, at CONTRACTOR's expense,

all Agreement Records in the possession of CONTRACTOR and its representatives, employees, subcontractors, subsubcontractors, agents, entities, independent contractors, and associates, and shall, at Owner's direction, destroy any duplicate public records that are exempt or confidential under the public records laws. All Agreement Records stored electronically must be provided to Owner in a format that is compatible with the information technology systems of Owner. This Paragraph Six (6) survives expiration and termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

As set forth in Section 119.0701, Florida Statutes, a portion of which is reiterated below, CONTRACTOR shall comply with public records laws, specifically to:

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

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- 6. EXECUTION OF WORK. The CONTRACTOR shall execute the work under this Agreement in the following manner:
 - a. The CONTRACTOR certifies that it is a full-time specialized contractor in the State of Florida, and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for the Owner.
 - b. The CONTRACTOR shall provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting as requested and directed by CFX's Director of Maintenance, the Owner's designated personnel, hereinafter referred to as Director.
 - c. The CONTRACTOR shall provide qualified employees of the CONTRACTOR who shall be available at all times, day and night, for on-site consultation with the Director regarding traffic signal Issues. The CONTRACTOR shall furnish the name and telephone number of such representatives to the Director upon execution of this Agreement.
 - d. The CONTRACTOR shall at all times maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle will have rotating beacons on front and center or rear or comparable flashing lights or bars.
 - e. The CONTRACTOR, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.
 - f. The CONTRACTOR shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.
 - g. The CONTRACTOR shall promptly notify the Director of the disablement of any piece of equipment of any system due to an accident, or other cause such as damaged cable, broken parts or other difficulties, when such piece of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
 - h. The CONTRACTOR shall promptly report to the Director any unauthorized construction or repair work by others on the Owner's equipment being maintained under this Agreement. The CONTRACTOR shall also report any construction or

- repair work in progress that may endanger or damage the equipment of the Owner's system.
- i. The CONTRACTOR shall act in the best interest of the Owner in selection of material and equipment which has been authorized for purchase by the Director. In addition, the CONTRACTOR shall advise and assist the Director regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher and highway safety equipment when purchased by the CONTRACTOR.

7. JOB NUMBERS:

- a. The CONTRACTOR, prior to commencement on any routine maintenance, shall receive a Purchase Order Number from the Director. Upon completion of the work the CONTRACTOR shall notify the Director of the scope, nature and cost of such work performed. Exhibit "C" Traffic Signal Maintenance Inspection List shall be completed with each routine maintenance inspection.
- b. The CONTACTOR, at the beginning of each month, shall submit to the Director a copy of all Invoices for approval of payment. A separate invoice shall be used to identify each job.
- c. The CONTRACTOR shall be issued a separate Purchase Order and Job Number from the Director prior to the commencement of any work to be performed for non-routine maintenance, construction, major repairs and capital purchases. If the Director orally directs that a repair be made during non-working hours, a Job Number will be issued to the Contactor on the next normal day of operation to cover the pre-authorized cost of the repair.
- 8. COMPENSATION: The Owner shall pay the CONTRACTOR for work performed as outlined in **Exhibit "B"**.
- 9. EXTRA WORK: It is understood and agreed under this Agreement that the CONTRACTOR shall hold itself ready at all times to perform emergency planned maintenance for the Owner on traffic lights, caution lights, school flashers and roadway safety lighting. In addition, the Owner shall have the CONTRACTOR perform the installation and construction of new equipment for the Owner under this Agreement. This includes major repairs or major changes in any system. The new construction or major repairs shall be performed only after receiving written notice from the Owner. If the CONTRACTOR desires to perform any work or project involving new installations or major repairs, the CONTRACTOR shall furnish the Owner with a firm price for all the work necessary to perform such major repair or to complete such new construction.
- 10. TIME AND CHARGES: If it becomes necessary to install a temporary controller due to damage to a traffic signal which changes the timing or sequence, or any other special feature of a traffic signal, the Director shall be notified in writing giving the

reason for the change, the nature of the change and the approximate date the traffic signal shall be returned to normal service. The Director shall also be notified in writing within a reasonable time when the original equipment has been repaired and replaced. The Director must authorize any and all timing changes on Owner's traffic signals. Whenever the Director determines a condition that warrants the modification of timing or dial settings on traffic control systems, the Director shall advise the CONTRACTOR of such changes and the CONTRACTOR shall keep timing and dial setting in accordance with the Director's instructions at all times. If the Director is unavailable in the event of an emergency the CONTRACTOR shall make such time changes as are necessary.

- 11. CONTRACTOR'S RECORDS: The CONTRACTOR shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The CONTRACTOR hereby grants the Owner and its duly authorized representative's permission to audit and review any and all of the CONTRACTOR's records pertaining to the Agreement. The CONTRACTOR shall furnish the Owner all invoices and statements for which It requests reimbursement.
- 12. METHOD OF PAYMENT: Upon completion of all work under a Purchase Order and/or Job Number, the CONTRACTOR shall submit an Invoice to the Director for approval. The Invoice shall reference the Purchase Order and/or Job Number, the date, time, location, reporting agencies, repairs made and the itemized costs.
- 13. PERFORMANCE BOND AND LABOR/MATERIAL BOND: The CONTRACTOR shall post a labor and material bond in the amount of \$10,000.00 which shall guarantee payment by the CONTRACTOR of all sums of money due for any labor and materials furnished under this Agreement. The CONTRACTOR shall also furnish a performance bond in the sum of \$10,000.00 which shall guarantee performance of any and all duties under this Agreement. For new construction or other major projects, the Owner may require a bond of a greater amount.
- 14. INSURANCE: The CONTRACTOR shall provide and maintain at all times during this Agreement, without cost or expense to the Owner, policies of insurance generally known as liability policies, insuring the CONTRACTOR against any and all claims, demands and causes of action whatsoever for injuries received and damage to property in connection with this Agreement. Said polices shall insure the CONTRACTOR in the amount of not less than \$1,000,000.00 per person, in the amount of not less than \$1,000,000.00 to cover any and all claims arising in connection with any particular accident or occurrence and property damage insurance in the amount of \$1,000,000.00. The CONTRACTOR shall provide and maintain Worker's Compensation insurance as required by Florida State Statute 440. The Owner shall be entitled to thirty (30) days' notice of any change or cancellation in said policies. The Owner shall be named as additional insured under any and all public liability policies.

- a. 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. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon contract execution:
 - i. 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.
 - 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;
- b. Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX. Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.
- c. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 CONTRACTOR'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.
- d. If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.
- 15. FINAL PAYMENT: The Owner shall hold the final payment due the CONTRACTOR until all equipment has been inspected and inventoried. The costs of any equipment unaccounted for, or deficiencies in workmanship during the year, shall be subtracted from the final Agreement payment. A complete inventory, including a list of all field and traffic equipment supplied by the Owner, shall be made prior to the beginning and termination of the Agreement.
- 16. INDEPENDENT CONTRACTOR: The CONTRACTOR shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees as the agent, employee or representative of the Owner.
 - The CONTRACTOR agrees that they shall be solely responsible to parties with whom they shall deal in carrying out the terms of this Agreement and shall be responsible for the agreements they shall make with the third party or for those obligations incurred by the CONTRACTOR to such third parties in carrying out the terms of this Agreement.
- 17. TERMINATION FOR CAUSE: If, through any cause, the CONTRACTOR shall fail to fulfill in a timely manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the Owner shall have a right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, specifying the effective date thereof, at least ten (10) days before the effective date of such termination.
- 18. PERSONAL SERVICE CONTRACT: This Agreement is not assignable by the CONTRACTOR without the expressed written consent of the Owner.
- 19. ENTIRE AGREEMENT: It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

20. SEVERABILIIY: In the event a Court of Competent Jurisdiction finds any sentence, provision, paragraph or section of this Agreement null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from this Agreement.

C. <u>CFX'S ADDITIONAL STANDARD PROVISIONS</u>

21. SUBLETTING AND ASSIGNMENT; SUBCONTRACTOR APPROVAL CLAUSE: CFX has selected CONTRACTOR to perform the Scope of Work based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

ARDAMAN & ASSOCIATES, INC.
ASTEC UNDERGROUND UTILITIES LLC
MAMMOTH CONSTRUCTORS LLC
OGLESBY CONSTRUCTION, INC.
PJQ, INC.
PRECISION CONTRACTING SERVICES, INC.
SOUTHERN PAINTING & BLASTING, LLC

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

If, during the term of this Agreement and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the CONTRACTOR to CFX at the time this Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), CONTRACTOR shall first submit a request to the 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 CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

Prior to retaining a subcontractor/subconsultant or assigning any work to a subcontractor/subconsultant, CONTRACTOR shall verify that the subcontractor/subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. If CFX's discovers that CONTRACTOR is utilizing a subcontractor/subconsultant who has a conflict, CFX has the right to immediately terminate the Agreement.

- 22. INSPECTOR GENERAL: CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).
- 23. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: Pursuant to Section 287.133(2)(a), Florida Statutes, "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."
- 24. PRESS RELEASES: CONTRACTOR shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Agreement, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.
- 25. PERMITS, LICENSES, ETC.: Throughout the term of the Agreement, CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

26. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT: CONTRACTOR acknowledges that CFX officials and employees are subject to the Statutory Code of Ethics codified in Chapter 112, Part III, and CFX's Ethics Policy. CONTRACTOR acknowledges that it has read, and to the extent applicable, that it will comply with the aforesaid Ethics Policy in connection with performance of the Agreement.

In the performance of the Agreement, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Agreement 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 Agreement, which standards will by reference be made a part of this Agreement as though set forth in full.

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

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

- 28. 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 Agreement:
 - a. Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
 - b. Any other term or terms of this Agreement which by their nature or context necessarily survive the expiration or earlier termination of the Agreement for their fulfillment.
- 29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF AGREEMENT: CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Agreement and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.
- 30. LAWS OF FLORIDA; 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.

- 31. UNAUTHORIZED ALIENS: CFX shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.
- 32. E-VERIFY CLAUSE: 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 term of the Agreement. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

Contract on behalf of the	WHEREOF, the authorized signatures named below have executed this ne parties on the date below. This Contract was awarded by CFX's Board ng on, 2017.
APPROVED BY:	
	TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS
	By:
	Print Name and Title
Attest:	(Seal)
Date:	
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
	By: Director of Procurement
Approved as to form an for reliance by CFX onl	
General Counsel for CI	\overline{FX}

EXHIBIT "A"
TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR CFX

Location	Maintainer	%	Cost	R/W	Comments
Narcoossee Road and SR 417 NB	CFX	100%		417	CFX
Narcoossee Road and SR 417 SB	CFX	100%		417	CFX
Narcoossee Road and SR 528 EB	CFX	100%		528	CFX
Narcoossee Road and SR 528 WB	CFX	100%		528	CFX
Dowden Road and SR 417 NB	CFX	100%		417	CFX
Dowden Road and SR 417 SB	CFX	100%	17.2.2.17.2.2.2.2	417	CFX
Conway Road and SR 528 WB off-ramp	CFX	100%		528	CFX
E Anderson/Lk Underhill/408	CFX	100%		408	CFX
E South St/Lk Underhill/408WB	CFX	100%		408	CFX
OBT/Carter St/EB 408	CFX	100%		408	CFX
OBT/Long St/408 WB	CFX	100%		408	CFX
E South St/WB 408/Roselind	CFX	100%		408	CFX
SR 429/Plant St (nb off-ramp)	CFX	100%		429	CFX
SR 429/Plant St (sb off-ramp)	CFX	100%		429	CFX
SR 429/Winter Garden Vineland (nb off-ramp)	CFX	100%		429	CFX
GR 429/Winter Garden Vineland (sb off-ramp)	CFX	100%		429	CFX
SR 429/CR437A (nb off-ramp)	CFX	100%		429	CFX
SR 429/CR437A (sb off-ramp)	CFX	100%		429	CFX
Conway Road and SR 528 WB	CFX	100%		528	CFX
SR 528 EB/Jetport Road and Tradeport Drive	CFX	100%		528	CFX
SR 408 and Chickasaw Trail EB off ramp	CFX	100%		408	CFX
5R 408 and Chickasaw Trall WB off ramp	CFX	100%		408	CFX
GR 408 and CR 434 WB off ramp	CFX	100%		408	CFX
R 408 and CR 434 EB off ramp	CFX	100%		408	CFX
GR 408 and Dean Road EB off ramp	CFX	100%		408	CFX
GR 408 and Dean Road WB off ramp					
	CFX	100%		408	CFX CFX
SR 408 and Good Homes Road EB off ramp	CFX	100%			
SR 408 and Good Homes Road WB off ramp	CFX	100%		408	CFX
5R 408 and Hiawassee Road EB off ramp	CFX	100%		408	CFX
5R 408 and Hiawassee Road WB off ramp	CFX	100%		408	CFX
SR 408 and Rouse Road EB off ramp	CFX	100%		408	CFX
SR 408 and Rouse Road WB off ramp	CFX	100%		408	CFX
R 414 and Hiawassee Road	CFX	100%		414	CFX
R 414 and Keene Road	CFX	100%		414	CFX
R 417 and Boggy Creek Road EB off ramp	CFX	100%		417	CFX
R 417 and Boggy Creek Road WB off ramp	CFX	100%		417	CFX
R 417 and John Young Parkway WB off ramp	CFX	100%		417	CFX
R 417 and John Young Parkway EB off ramp	CFX	100%		417	CFX
R 417 and Curry Ford Road EB off ramp	CFX	100%		417	CFX
R 417 and Curry Ford Road WB off ramp	CFX	100%		417	CFX
R 417 and World Center Parkway	CFX	100%		417	CFX
R 417 and Landstar Boulevard EB off ramp	CFX	100%		417	CFX
R 417 and Landstar Boulevard WB off ramp	CFX	100%		417	CFX
R 417 and Moss Park Road NB ramp	CFX	100%		417	CFX
R 417 and Moss Park Road SB ramp	CFX	100%		417	CFX
/alencia College Lane and William C Coleman Drive	CFX	100%		408	CFX
R 417 and University Boulevard NB off ramp	CFX	100%		417	CFX
R 417 and University Boulevard SB off ramp	CFX	100%		417	CFX
R 429 and West Road NB off ramp	CFX	100%		429	CFX
R 429 and West Road SB off ramp	CFX	100%		429	CFX
R 429 and Connector Road/SR 414	CFX	100%		429	CFX
R 429 and Connector Road/Plymouth Sorrento Road	CFX	100%		429	CFX

EXHIBIT "B" TRAFFIC SIGNAL MAINTENANCE COST SCHEDULE

	TYPE	PER HOUR COST
LABOR	Drive Time	N/A
	Emergency Repair Time	\$87.00
	Monday-Friday 7:30 am to 4:30 pm	
	Emergency Repair Time	\$110.00
	Monday-Friday 4:30 pm to 7:30 am	
	Emergency Repair Time	\$110.00
	4:30 pm Friday to 7:30 am Monday	
	Emergency Overtime	\$110.00
EQUIPMENT	Bucket Truck	\$93.00
	Lift Truck	\$93.00
	Auger/Crane Truck	\$144.00
	Service Vehicle	\$58,00
	Other	N/A
	TYPE	PER UNIT COST
	Load Switch	\$24.00
MATERIALS	(FDOT Cert# 1620221401)	
	Flashers	\$24,00
	(FDOT Cert# 1631221401)	
	Detectors	\$120,00
	A. Rack Mount	
	1. 2-Channel (FDOT Cert #1351221402)	
	Detectors	\$95.00
	B. Shelf Mount	
	1. 1-Channel (FDOT Cert #1351221405)	
	1-Channel w/Delay (FDOT Cert #1351221406)	\$119.00
	Fan	\$24,00
	110 -120 VAC 5" w/ftoller Bearing	
	Pull Box (Small)	\$230.00
	A. 12" x 24" x 12° Puli Box w/Heavy Duty Lid	
	6. 17" x 30" x 12" Pull Box w/Heavy Duty Ltd	\$360.00
	C. 24" x 36" x 18" Pull Box w/Heavy Duty Lid	\$675.00
	D. 39" Round x 39" Deep Pull Box w/Heavy Duty Lid	\$1710.00
	Cabinet (New)	\$8150.00 off
	Cabinet Type 5 Wired (FDOT Certif 1444040101)	system
	Controller	\$2987.00
	NEMA TS2 Type 2 Controller – Eagle EPAC M-52 (FDOT Cert# 1552080102)	
	[LDO1 certa 1905000105]	[]

EXHIBIT "B" TRAFFIC SIGNAL MAINTENANCE COST SCHEDULE (cont.)

Tel. 107 (1) 440		44 1745.00	
የመልገ	TERIAL	2 (6)	ned k
1111294	ALLEY MODEL	_10 10	65.84 NO H

	TYPE	PER UNIT COST
MATERIALS (Cont.)	Builb	\$6.50
	20 Watt Florescent	
	LED Bulb (GYR)	\$133.00
	A. 12" Green LED	
	B. 12" Yellow LEO	\$96.00
	C. 12° Red LED	\$68.00
	D. 12" Green LED - Arrow	\$108.00
	E. 12" Yellow LED - Arrow	\$103.00
	F. 12" Red LED - Arrow	\$65.00
	LED Ped Module	\$345.00
	A. 12" LEO Countdown Standard 1-Way	
	8. 12" LED Countdown Standard 2-Way	\$745.00
	Conflict Monitor (Repair)	\$86.00
	A. Repair - Maifunction Management Unit 161.6 [FDOT Cert# 1611080203]	
	B. Replace - Maifunction Management Unit 16LE (FDCT Cert# 1611080209)	\$865.00
	Ped Button ADA Ped Pushbutton (FDOT Cert# 1390201109)	\$51.00
	ADA Pad Pusinoutium (PDOT Celtir 1590201209)	
OTHER MATERIALS	(As Needed): Cost plus 15%	
INSTALLATIONS	Loops (Vehicle Detection)	
	"B" Loop	\$650.00
	"F" Loop	\$950.00
PREVENTIVE MAINT.	(Per Intersection/Per Month)	\$87.00

NOTE

REPLACEMENTS AND NEW INSTALLATIONS SHALL BE BID ON A TIME PLUS MATERIALS BASIS. ALL MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH FDOT STANDARDS & SPECIFICATIONS.

EXHIBIT "C" TRAFFIC SIGNAL MAINTENANCE INSPECTION LIST

	TRAFFIC SIGNAL MAINTENANCE INSI ECTION LIST	Circle	One .
1	SIGNAL OPERATION: a. Observed operation for one complete cycle	YES	NO
2.	 INSPECT THE TRAFFIC SIGNAL ASSEMBLY: (Look for the following a. Bulbs and/or LED degradation b. Broken signal heads, visors, lens c. Broken or loose brackets d. Loose disconnect hanger and door 	ng) YES YES YES YES	NO NO NO
3.	ELECTRIC SERVICE: a. Conduit riser secure b. Meter/can "safe" c. Secure breaker cover	YES YES YES	NO NO NO
4.	POLES: a. Rake appearance OK b. Any visible breakage within pole	YES YES	NO NO
5	PEDESTRIAN SIGNALS: a. Signal heads, lens, bulb broken or out b. Sign OK c. Push button detector operational	YES YES YES	NO NO NO
6.	CABINET AND BASE: a. Secure and weather tight b. Any visible damage to cabinet or base	YES YES	NO NO
7.	CABINET INTERIOR: a. Detectors tuned b. Random checked conflict monitor c. Observed flash condition, including police door d. Observed controller operation e. Checked pre-empt if possible f. Checked time clock operation g. Cleaned cabinet interior h. Checked status of system (online/ offline) i. Observed that cameras and camera system are working	YES YES YES YES YES YES YES YES YES	NO NO NO NO NO NO NO NO
8.	SOLAR POWERED SIGNALS: a. Checked security of panels b. Reviewed program of operation c. Observed operation d. Checked batteries	YES YES YES	NO NO NO

EXHIBIT "D"

AGREEMENT FOR RENEWAL OF TRAFFIC SIGNAL MAINTENANCE AGREEMENT

This AGREEMENT FOR RENEWAL (the "Agreement"), effective as of the date it is last executed by the parties hereto and approved by the Winter Garden City Commission, is entered into between THE CITY OF WINTER GARDEN (the "Owner"), a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787, and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS, a Florida Limited Liability Company, whose address is 707 Nicolet Avenue, Suite 100, Winter Park, Florida 32789 (the "Contractor").

RECITALS

WHEREAS, in or around December, 2009, Owner and Contractor's predecessor-in-interest, Control Specialists Company, a Florida corporation, entered into that certain Traffic Signal Maintenance Agreement (the "2009 Agreement"), attached hereto as Schedule "A"; and

WHEREAS, the 2009 Agreement, whose initial term was one (1) year, was renewed by the parties in or around December, 2010, for a period of five years, in accordance with paragraph two (2) of the 2009 Agreement; and

WHEREAS, in or around the year 2013, as part of a business restructuring, that portion of Control Specialists Company's business operations related to traffic signal construction and maintenance was transferred to Contractor, who continues to do business under the name of "Control Specialists," and who has subsequently performed under the 2009 Agreement as successor-in-interest and/or agent of Control Specialists Company; and

WHEREAS, on or about February 17, 2014, Exhibit "A" to the 2009 Agreement, listing traffic signal intersections maintained under the contract, was updated to its current form by mutual consent of the parties; and

WHEREAS, on or about February 17, 2014, the parties agreed to an increase in compensation to reflect Contractor's increased costs, and modified the cost schedule attached to the 2009 Agreement as Exhibit "B" to its current form; and

WHEREAS, Owner and Contractor wish to renew the 2009 Agreement as modified by the terms herein agreed upon, subject to approval by the Winter Garden City Commission.

NOW THEREFORE, in consideration of the above recitals, the mutual promises herein contained and \$10 and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated as material provisions into this Agreement.

- 2. **RENEWAL.** All terms of the 2009 Agreement are hereby incorporated into this Agreement as if set forth in full herein, unless expressly modified or otherwise incompatible with the terms of this Agreement. In the event of any conflict between the 2009 Agreement and this Agreement, this Agreement shall control.
- 3. **TERM.** The last sentence of paragraph two (2) of the 2009 Agreement is deleted and replaced with the following:

The rates described in the Cost Schedule attached to the 2009 Agreement as Exhibit "A," or any subset thereof, are subject to increase, not to exceed five percent (5%) in a given year, provided that Owner deems such rate increase reasonable in light of increased costs to Contractor and assents in writing.

- 4. WHEN EFFECTIVE. This Agreement shall have no effect unless and until it is approved by the Winter Garden City Commission and executed by the parties, whichever occurs last, at which time its initial term shall begin and the 2009 Agreement shall be completely terminated and replaced by this Agreement.
- 5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, negotiations, arrangements, or understandings, whether written, or all or implied, with respect to the subject matter of this Agreement.
- PUBLIC RECORDS LAWS. Contractor acknowledges and agrees that Owner is a public entity that is subject to Florida's public records laws and as such, documents in Contractor's possession relating to performance under this Agreement may be subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt under applicable law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or other writing of the Contractor, its representatives, employees, subcontractors, subsubcontractors, agents, entities, and its independent contractors and associates related, directly or indirectly, to this Agreement (collectively the "Agreement Records"), shall be deemed to be a public record, whether in the possession or control of Owner or Contractor, unless determined not to be a public record, or to be otherwise exempt from disclosure, by Owner in its sole discretion. Any Agreement Record that has not been determined by Owner, in its sole discretion, to be exempt from the public records laws, shall be subject to inspection by the public in accordance with the provisions of Chapter 119, Florida Statutes, and other applicable laws and regulations, on the same terms and conditions as Owner's public record inspection policies. To ensure that Agreement Records that are exempt or confidential under the public records laws are not disclosed, Contractor shall not disclose any Agreement Record in response to a public record request from a member of the public without first obtaining written permission from Owner. While in the possession and control of Contractor, its representatives, employees, subcontractors, sub-subcontractors, agents, entities, independent contractors, and associates, all Agreement Records shall be secured, maintained, preserved, and retained in a manner consistent with the public records laws, at Contractor's expense, and Contractor shall not destroy an Agreement Record without Owner's authorization. Upon request by Owner, Contractor shall, at Contractor's expense, within

five (5) business days, supply a copy or copies of any Agreement Record to Owner. All Agreement Records shall, at any and all reasonable times during the normal working hours of Contractor, be open and freely exhibited to Owner for the purposes of examination and/or audit. Since Owner's documents are of utmost importance to the conduct of Owner's business and because of the legal obligations applicable to Owner and which may be applicable to Contractor under the public records laws, Contractor agrees that it shall, under no circumstances, withhold possession of any Agreement Record, including originals, copies or electronic images thereof when such are requested by Owner, regardless of any contractual or other dispute that may arise between Contractor and Owner. Upon termination or expiration of this Agreement, Contractor shall transfer to Owner, at Contractor's expense, all Agreement Records in the possession of Contractor and its representatives, employees, subcontractors, subsubcontractors, agents, entities, independent contractors, and associates, and shall, at Owner's direction, destroy any duplicate public records that are exempt or confidential under the public records laws. All Agreement Records stored electronically must be provided to Owner in a format that is compatible with the information technology systems of Owner. This Paragraph Six (6) survives expiration and termination of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last executed and approved below.

	CITY OF WINTER GARDEN Michael Bollhoefer, City Manager Aug. 27, 2015 Date
Approved by the Winter Garden City Comr by <u>Karly Golden</u> , whose	mission as of Ang 27, 2015, as attested position is City Clerk. Katty Holden
	TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS W. Bruce O'Donoghue Print Name Business Manager Position 08-25-2015 Date

S:\AKA\CLIENTS\Winter Garden\General W500-20501\Truffic Signal Maintenance\Agreement for Renewal of Maintenance Contract.docx

Schedule "A"

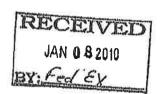
CITY OF WINTER GARDEN TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 10th day of December, 2009 by and between the CITY OF WINTER GARDEN, hereinafter referred to as "OWNER", and CONTROL SPECIALISTS COMPANY, INC., hereinafter referred to as "CONTRACTOR".

- 1. SCOPE OF WORK. The Contractor shall be available on the request of the Owner to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting. Please refer to Exhibit A: Traffic Signal Intersections Maintained and Operated for The City of Winter Garden (attached).
- 2. TERM. This Agreement shall be for an initial term of one (1) year from the date of the Agreement; however, the Owner shall have the right to cancel and terminate this Agreement, in its sole discretion, during the term thereof, upon giving written notice to the Contractor at least ninety (90) days prior to the intended date of termination. In the event of termination the Contractor shall be entitled to receive payment for services and work performed and materials and/or equipment furnished under the terms of this Agreement as directed by the Owner up to the date of termination provided it is acknowledged that the Contractor shall not be entitled to any damage liquidated or otherwise caused as a result of such termination.

It is mutually agreed between both parties that this Agreement may be extended at the expiration of the initial term for a period of one (1) to five (5) years from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. Rates are subject to change, but not to exceed five percent (5%) in a given year.

- 3. EXECUTION OF WORK. The Contractor shall execute the work under this Agreement in the following manner:
 - a) The Contractor certifies that it is a full-time specialized contractor in the State of Florida, and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to Install and maintain traffic signals for the Owner.
 - b) The Contractor shall provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting as requested and directed by the Owner's designated personnel, hereinafter referred to as Director.
 - c) The Contractor shall provide qualified employees of the Contractor who shall be available at all times, day and night, for on-site consultation with the



Director regarding traffic signal issues. The Contractor shall furnish the name and telephone number of such representatives to the Director upon execution of this Agreement.

- d) The Contractor shall at all times maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle will have rotating beacons on front and center or rear.
- e) The Contractor, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.
- The Contractor shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.
- g) The Contractor shall promptly notify the Director of the disablement of any plece of equipment of any system due to an accident, or other cause such as damaged cable, broken parts or other difficulties, when such piece of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- h) The Contractor shall promptly report to the Director any unauthorized construction or repair work by others on the Owner's equipment being maintained under this Agreement. The Contractor shall also report any construction or repair work in progress that may endanger or damage the equipment of the Owner's system.
- The Contractor shall act in the best interest of the Owner in selection of material and equipment which has been authorized for purchase by the Director. In addition, the Contractor shall advise and assist the Director regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher and highway safety equipment when purchased by the Contractor.

4. JOB NUMBERS:

a) The Contractor, prior to commencement on any routine maintenance, shall receive a Purchase Order Number from the Director. Upon completion of the work the Contractor shall notify the Director of the scope, nature and

- cost of such work performed. Exhibit "C" Traffic Signal Maintenance Inspection List shall be completed with each routine maintenance inspection.
- b) The Contactor, at the beginning of each month, shall submit to the Director a copy of all invoices for approval of payment. A separate invoice shall be used to identify each job.
- c) The Contractor shall be issued a separate Purchase Order and Job Number from the Director prior to the commencement of any work to be performed for non routine maintenance, construction, major repairs and capital purchases. If the Director orally directs that a repair be made during nonworking hours, a Job Number will be issued to the Contactor on the next normal day of operation to cover the pre-authorized cost of the repair.
- 5. <u>COMPENSATION:</u> The Owner shall pay the Contractor for work performed as outlined in Exhibit "B".
- 6. EXTRA WORK: It is understood and agreed under this Agreement that the Contractor shall hold itself ready at all times to perform emergency planned maintenance for the Owner on traffic lights, caution lights, school flashers and roadway safety lighting. In addition, the Owner shall have the Contractor perform the installation and construction of new equipment for the Owner under this Agreement. This includes major repairs or major changes in any system. The new construction or major repairs shall be performed only after receiving written notice from the Owner. If the Contractor desires to perform any work or project involving new installations or major repairs, the Contractor shall furnish the Owner with a firm price for all the work necessary to perform such major repair or to complete such new construction.
- 7. TIME AND CHARGES: If it becomes necessary to install a temporary controller due to damage to a traffic signal which changes the timing or sequence, or any other special feature of a traffic signal, the Director shall be notified in writing giving the reason for the change, the nature of the change and the approximate date the traffic signal shall be returned to normal service. The Director shall also be notified in writing within a reasonable time when the original equipment has been repaired and replaced. The Director must authorize any and all timing changes on Owner's traffic signals. Whenever the Director determines a condition that warrants the modification of timing or dial settings on traffic control systems, the Director shall advise the Contractor of such changes and the Contractor shall keep timing and dial setting in accordance with the Director's instructions at all times. If the Director is unavailable in the event of an emergency the Contractor shall make such time changes as are necessary.
- 8. <u>CONTRACTOR'S RECORDS</u>: The Contractor shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The Contractor hereby grants the Owner and its duly authorized

representative's permission to audit and review any and all of the Contractor's records pertaining to the Agreement. The Contractor shall furnish the Owner all invoices and statements for which it requests reimbursement.

- 9. <u>METHOD OF PAYMENT:</u> Upon completion of all work under a Purchase Order and/or Job Number, the Contractor shall submit an invoice to the Director for approval. The invoice shall reference the Purchase Order and/or Job Number, the date, time, location, reporting agencies, repairs made and the itemized costs.
- 10. PERFORMANCE BOND AND LABOR/MATERIAL BOND: The Contractor shall post a labor and material bond in the amount of \$10,000.00 which shall guarantee payment by the Contractor of all sums of money due for any labor and materials furnished under this Agreement. The Contractor shall also furnish a performance bond in the sum of \$10,000.00 which shall guarantee performance of any and all duties under this Agreement. For new construction or other major projects, the Owner may require a bond of a greater amount.
- 11. <u>INSURANCE</u>: The Contractor shall provide and maintain at all times during this Agreement, without cost or expense to the Owner, policies of insurance generally known as liability policies, insuring the Contractor against any and all claims, demands and causes of action whatsoever for injuries received and damage to property in connection with this Agreement. Said polices shall insure the Contractor in the amount of not less than \$1,000,000.00 per person, in the amount of not less than \$1,000,000.00 to cover any and all claims arising in connection with any particular accident or occurrence and property damage insurance in the amount of \$1,000,000.00. The Contractor shall provide and maintain Worker's Compensation insurance as required by Florida State Statute 440. The Owner shall be entitled to thirty (30) days notice of any change or cancellation in said policies. The Owner shall be named as additional insured under any and all public liability policies.
- 12. <u>FINAL PAYMENT:</u> The Owner shall hold the final payment due the Contractor until all equipment has been inspected and inventoried. The costs of any equipment unaccounted for, or deficiencies in workmanship during the year, shall be subtracted from the final Agreement payment. A complete inventory, including a list of all field and traffic equipment supplied by the Owner, shall be made prior to the beginning and termination of the Agreement.
- 13. <u>INDEPENDENT CONTRACTOR</u>: The Contractor shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be in any way construed to constitute the Contractor, or any of its agents of employees as the agent, employee or representative of the Owner.

The Contractor agrees that they shall be solely responsible to parties with whom they shall deal in carrying out the terms of this Agreement and shall be responsible for the agreements they shall make with the third party or for those obligations incurred by the Contractor to such third parties in carrying out the terms of this Agreement.

- 14. TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fall to fulfill in a timely manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Owner shall have a right to terminate this Agreement by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least ten (10) days before the effective date of such termination.
- 15. <u>PERSONAL SERVICE CONTRACT:</u> This Agreement is not assignable by the Contractor without the expressed written consent of the Owner.
- 16. ENTIRE AGREEMENT: It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.
- 17. <u>SEVERABILITY:</u> In the event a Court of Competent Jurisdiction finds any sentence, provision, paragraph or section of this Agreement null and vold, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from this Agreement.

CONTRACTOR

Simature/Date

CITY OF WINTER GARDEN

Signature/Date

WITNESS

Signature/Date

CITY CLERK

Signature/Date /2-2/-0

CONSENT AGENDA ITEM

#35

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

<u>MEMORANDUM</u>

TO:

CFX Board Members

FROM:

Aneth O. Williams

Director of Procurement

DATE:

July 14, 2017

SUBJECT:

Approval of Dean's Environmental, Inc. as Subconsultant for the

Roadway and Bridge Maintenance Services Contract with Jorgensen Contract

Services, LLC

Contract No. 001151

Jorgensen Contract Services, LLC, CFX's Roadway and Bridge Maintenance Services Contractor has requested approval to use Dean's Environmental, Inc., to provide herbicide services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Jorgensen Contract Services, LLC when its contract with CFX was originally awarded.

Board approval of Dean's Environmental, Inc. as a subcontractor to Jorgensen Contract Services, LLC is requested.

Reviewed by:

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor:	Jorgensen Contract Services, LLC	Date:05/26/2017
CFX Contract Name:	Roadway and Bridge Maintenance Services	CFX Contract No.: 001151
Authorization is requested requests approval to sublet		ded in the above referenced Contract. Consultant/Contract
Subconsultant/Subcontract	or Name: Dean's Environmental, Inc.	
Address: 2126 Whisper	ing Trails Blvd. Winter Haven, FL 33884	
Phone No.: 863-595-82	55	· · · · · · · · · · · · · · · · · · ·
Federal Employee ID No.:	474774375	
D/M/WBE Subconsultant/S		M/WBE Utilization Form and Certification also required)
Description of Services to	Be Sublet: Herbicide services	
Estimated Beginning Date	of Sublet Services: July 1, 2017	
Estimated Completion Date	2000 1122	
Estimated Value of Sublet		
Consultant/Contractor here	by certifies that the proposed subconsultant/subcontra	ctor has been advised of, and agrees to, the terms and e to the subconsultant/subcontractor and the services to be
sublet:	O . 1	to the successional and succession a
n (10)	Maria	
Requested By:	(Signature of Consultant/Contractor Represei	tative)
	Vice Pressivil	
	Title	
	0 2 1	
Recommended by:	ature of Appropriate CFX Director/Manager)	Date:
(Sign	A Bernary	Date:
Approved by: (Sign	ature of Appropriate Services Chief)	Date:
1/		

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM

#36

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams

Director of Procurement

DATE:

June 20, 2017

SUBJECT:

Approval of Nebbia Technology LLC as Subconsultant for the

Toll System Upgrade Project Contract with TransCore

Contract No. 001021

TransCore LP, CFX's Toll System Upgrade Project Consultant has requested approval to use Nebbia Technology LLC, to provide assistance to CFX in toll system software and system reports development. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by TransCore when its contract with CFX was originally awarded.

Board approval of Nebbia Technology LLC as a subcontractor to TransCore is requested.

Reviewed by:

Joann Chizlett

Director of Special Projects

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Tra	ansCore	Date: May 18, 2017				
CFX Contract N	lame: Toll System Upgrade Project	CFX Contract No.: 001021				
Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:						
Subconsultant Name: Nebbia Technology LLC						
Address: 130 S O	rrange Avenue, Suite 204, Orlando, FL, 32801					
Phone No.: 407.93	30.2400	<u> </u>				
Federal Employee	ID No.: 47-1954746					
Description of Serv	vices to Be Sublet: Toll system software and system reports de	evelopment				
Estimated Beginnin Estimated Complet Estimated Value of *(Not to exceed \$2 Consultant hereby of Contract with the A	ition Date of Sublet Services: f Sublet Services*: \$50,000 5,000 without prior Board Approval) certifies that the proposed subconsultant has been advised of, Authority that are applicable to the subconsultant and the services and the services and the services are subconsultant and the services and the services are subconsultant and the services are subconsultant Representative) resident, Project Manager Title	and agrees to, the terms and conditions in the Consultant's ces to be sublet:				
Recommended by: Approved by:	(Signature of Appropriate CFX Director/Manager) (Signature of Appropriate Chief)	Date: $6-70-17$ Date: $6/20/17$				

Attach Subconsultant's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM

#37

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams,

Director of Procurement

DATE:

June 12, 2017

SUBJECT:

Approval of Staffing Now, Inc. a.k.a. SNI as Subconsultant for the

Toll System Upgrade Project Contract with TransCore

Contract No. 001021

TransCore LP, CFX's Toll System Upgrade Project Consultant has requested approval to use Staffing Now, Inc. a.k.a. SNI, to provide CFX with staffing resources to assist in labor for software design, development, test, and field installation. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by TransCore when its contract with CFX was originally awarded.

Board approval of Staffing Now, Inc. a.k.a. SNI as a subcontractor to TransCore is requested.

Reviewed by:

Joann Chizlett

Director of Special Projects

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

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: TransCore	_Date: 6/8/2017
CFX Contract Name: Toll System Upgrade Project	CFX Contract No.: 001021
Authorization is requested to sublet the services identified below which are incapproval to sublet services to:	cluded in the above referenced Contract. Consultant requests
Subconsultant Name: Staffing Now, Incorporated a.k.a. SNI	
Address: 20 North Orange Ave., Suite 705, Orlando, FL 32801	
Phone No.: 407.567.7000	
Federal Employee ID No.: 27-1342559	
Description of Services to Be Sublet: <u>Labor for software design</u> , <u>development</u> ,	
Estimated Beginning Date of Sublet Services: 8/1/2015 Estimated Completion Date of Sublet Services: 12/31/2018	
Estimated Value of Sublet Services*: \$300,000 *(Not to exceed \$25,000 without prior Board Approval)	
Consultant hereby certifies that the proposed subconsultant has been advised of Contract with the Authority that are applicable to the subconsultant and the ser Requested By: (Signature of Consultant Representative)	
Vice President, Project Manager	
Title	
Recommended by: (Signature of Appropriate CFX Director/Manager)	Date: _6-12-17
Approved by: (Signature of Appropriate Chief)	Date:

CONSENT AGENDA ITEM

#38

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 20, 2017

SUBJECT:

Approval of Supplemental Agreement 18-01

System Hardware Maintenance with TransCore, LP

Contract No. 000178

Board approval of Supplemental Agreement 18-01 to TransCore, LP for the procurement and installation of two additional Open Road Tolling (ORT) lanes at the Conway Mainline Toll Plaza, for a not to exceed \$286,718.29 is requested. In addition, this Supplemental Agreement includes the installation of Uninterrupted Power Supply (UPS) to support the toll system installation on segments of the Wekiva Parkway (Wekiva 1A, 2B and 3C) as well as the removal of equipment from the decommissioned ICP Ramps of the Innovation Way Interchange.

This contract is included for in the Five- Year Work Plan.

Reviewed by:

David Wynne

Director of Toll Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SYSTEMS HARDWARD MAINTENANCE CONTRACT NO. 000178 SUPPLEMENTAL AGREEMENT NO. 18-01

This Supplemental Agreement No. 18-01 ("Supplemental Agreement") is entered into this 13th day of July, 2017, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on July 22, 2004, entered into an agreement ("Base Contract") whereby CFX retained the Contractor to provide maintenance services for the toll collection system hardware design by CFX as Project No. SHM-01; and

WHEREAS, CFX and he Contractor on July 1, 2009, renewed the Base Contract for an additional two year period through July 21, 2011; and

WHEREAS, CFX and he Contractor on April 1, 2011, renewed the Base Contract for an additional two year period through July 21, 2013; and

WHEREAS, CFX and he Contractor on April 24, 2013, renewed the Base Contract for an additional two year period through July 21, 2015; and

WHEREAS, CFX and he Contractor on March 12, 2015, renewed the Base Contract for an additional two year period through July 21, 2017; and

WHEREAS, CFX and he Contractor on May 12, 2017, renewed the Base Contract for an additional two year period through July 21, 2019; and

WHEREAS, CFX has determined it necessary for the Contractor to furnish and install two additional Open Road Tolling (ORT) lanes at the Conway Mainline Toll Plaza in both the eastbound and westbound directions. In addition to installation of Uninterrupted Power Supply (UPS) to support the toll system installation on segments of the Wekiva Parkway (Wekiva 1A, 2B and 3C) as well as the removal of equipment from the decommissioned ICP Ramps of the Innovation Way Interchange.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall furnish and install two additional Open Road Tolling (ORT) lanes at the Conway Mainline Toll Plaza in both the eastbound and westbound directions. As well as, installation of Uninterrupted Power Supply (UPS) to support the toll system installation on segments of the Wekiva Parkway (Wekiva 1A, 2B and 3C) as well as the removal of equipment from the decommissioned ICP Ramps of the Innovation Way Interchange.

The total cost shall not exceed \$286,718.29, which shall make a total maximum compensation to the Contractor, including previously approved amendments, of \$84,585,683.62 for all materials and services required under the renewal as supplemented hereby.

All other provisions of the Base Contract renewal shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and of the renewals, and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

	CENTRAL FLORDA EXPRESSWAY AUTHORITY
	By: Director of Procurement
	TRANSCORE, L.P.
	By
	Print Name: Title:
Attest:	
Title:	
	Approved as to form and execution, only.
	General Counsel for CFX



2416 Lake Orange Drive, Ste 100 Orlando, FL 32837 407-382-1301 tel 407-382-8914 fax

June 20, 2017

Mr. David Wynne Director of Toll Operations Central Florida Expressway Authority 4974 ORL Tower Road Orlando. FL 32807

Subject: Conway Main Add lane 7 (WB) & 14 (EB)

Dear Mr. Wynne:

TransCore is pleased to provide a quote for adding 2 new lanes to an existing eastbound and westbound 3 lane tolling zone. Quote includes equipment procurement, installation, testing, and commissioning. Pricing for PEEK software is an estimated dollar amount due to long lead time and slow vendor response to requests for current pricing. The delay getting current pricing will likely exceed the date Supplemental Agreement is issued. Project quote document attached.

Installation schedule will be coordinated with road construction contractor. Transcore will need 10 working days to complete installation. MOT is not included in this quote. Road construction contractor will provide MOT. Stamped, signed and sealed gantry drawings, if required, for added equipment not included.

The pricing quote is valid for sixty (60) days from the date of quote.

All work performed in accordance with maintenance contract 178 (SHM0-1)

Price: \$193,066.36

Should you have any questions, please contact me at (321) 281-4050 or email bob.davis@transcore.com.

Sincerely, Robert A. Davis Project Manager TransCore

ITEM	Exhibit B	Labor	Labor	Equip		Extended
NO.	Conway Main Plaza - Add lanes 7 & 14	Hours/Ln	Rate	Price	Qty	Price
	EQUIPMENT					
1.00	Adjustable Canopy Mount			\$1,600		
	AVI H Bracket			\$700	2	\$1,4
	AVI Reader			\$11,500		
	Manual Lane Terminal			\$2,295		
	ACM Parts to Rebuild/Refurbish			\$0		
	LCII Lane Controllers			\$10,500		
	Patron Toll Displays			\$4,400		
	Traffic Control Signal Assembly			\$1,747		
	PEEK Axie Counter/Seperator			\$52,000	2	\$104,00
	Transcore ORT Solution			\$0		
	Receipt Printer			\$1,208		
	Treadle Frames - 4 insert type			\$4,944		
	Treadle Inserts			\$1,420		
	Light Curtain assembly			\$6,132		
	Magnetic Card Reader			\$345		5
	VES J panel and flash			\$6,000	2	\$12,00
	VES Image Server			\$4,925		5
	UPS - Ramp			\$6,825		9
	UPS - Plaza			\$0		\$
	VES/Antenna Pelco			\$525	6	\$3,15
	Ramp Lane Server - Dell 410			\$4,925		\$
	MOT westbound			\$6,542		\$
	MOT eastbound			\$6,542		\$
24.00						
	INSTALLATION					
	Project Management	10	\$144.45	\$1,444.50	2	\$2,889.0
	Mobilization	40	\$75.88	\$3,035.20	2	\$6,070.4
	Mount wire ways, conduit, controller boxes	30	\$75.88	\$2,276.40	2	\$4,552.8
	Pull clean power circuits	5	\$75.88	\$379.40	2	\$758.8
	Pull dirty circuits	5	\$75.88	\$379.40	2	\$758.8
	Pull data wire	20	\$75.88	\$1,517.60	2	\$3,035,2
	Install all in-lane equipment	60	\$75.88	\$4,552.80	2	\$9,105.6
	Terminate clean and dirty power circuits	10	\$75.88	\$758.80	2	\$1,517.6
	Align, test_light curtains		\$75.88	\$0.00		\$0.0
39.00	Test/tune/AVI pattern/read zone	30	\$75.88	\$2,276.40	2	\$4,552.8
	Terminate data wire, fiber, LC, VES, AVI, etc.	30	\$75.88	\$2,276.40	2	\$4,552.8
	Run hardware diagnostics	8	\$75.88	\$607.04	2	\$1,214.0
	Lane Software: config file/disk prep.	8	\$135.38	\$1,083.04	2	\$2,166.0
	Run software diagnostics/troubleshoot		\$82.41	\$0.00		\$0.0
	Test VES system, align cameras, align flash	15	\$75.88	\$1,138.20	2	\$2,276.4
	PEEK Loop System Tuning	40	\$82.41	\$3,296.40	2	\$6,592.8
	Commission zone - run/test/debug (4 lane zone)	60	\$82.41	\$4,944.60	2	\$9,889.2
	Warehouse delivery/support	5	\$75.88	\$379.40		\$0.0
48.00	Remove reusable in lane equipment		\$75.88	\$0.00		\$0.0
	Refurbish equipment - ACM		\$75.88	\$0.00		\$0.0
	Civil, conduit, framing, sawcut concrete (loops), etc.			\$920.00	5	\$4,600.0
	Material - conduit, wireway, connectors, cable, etc.			\$1,500.00	2	\$3,000.00
	ACM - assemble/calibrate/test		\$75.88	\$0.00		\$0.0
	ACM trim plates			\$1,800.00		\$0.0
1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Additional electrical work in tunnel			\$0.00		\$0.00
	Additional electrical material to support 54.00			\$0.00		\$0.0
	Saw cut gatorhead for light curtain relief			\$948.75		\$0.00
	Install light curtain concrete pad			\$575.00		\$0.00
	<u>ENGINEERING</u>					
	Host System Software	10	\$135.38	\$1,353.80	1	\$1,353.80
61.00	System integration and test	10	\$135.38	\$1,353.80	1	\$1,353.80
62.00 i	Drafting and engineering support	30	\$75.88	\$2,276.40	1	\$2,276.40
	TOT					



June 19, 2017

Mr. Dave Wynne
Director of Toll Operations
Orlando Orange County Expressway Authority
4974 ORL Tower Road
Orlando. FL 32807

Subject: 10KVA UPS Quote – Wekiva A, B & C

Reference: CFX SHM-01 – Legacy Systems Hardware Maintenance

Dear Mr. Wynne:

TransCore is pleased to provide pricing for UPS equipment (see included specification sheet), shipping, installation material, equipment installation and equipment commissioning as follows:

(3) 10KVA Liebert UPS @ \$17,320.87 = \$51,962.61 Shipping = \$3,232.00 (2 techs) Labor 60 hours @ \$78.16/hr. = \$4,689.60 Material = \$900.00 Total \$60,784.21

This model and size UPS was determined appropriate based on the planned toll equipment requirements and load for the TSUP project.

Invoice will be submitted to CFX in the month equipment is received at the TransCore warehouse.

This pricing quote is valid for sixty (60) days from the date of quote.

Should you have any questions, please contact me at (407) 509-6714

Sincerely,

Bob Davis, Project Manager TransCore

cc: Scoot Hooton Miles Treschan

^{*}Installation drawings with PE stamp, if required, are not included in this quote.

Liebert APS Model AS3B0RCVHNNX420 rated at 10 kVA/9.0 kW with 5 minutes backup time.

Each System is comprised of the following features/accessories:

- On-line double conversion design with a true sine wave output
- N+x parallel redundancy to provide a fault tolerant network of power protection for continuous systems availability
- Quoted model is configured Redundant Power & Controls
- Input and output noise suppression
- Main input, output, and internal maintenance breaker
- Input power factor 0.99
- 6 hour battery recharge time to 90% capacity
- Fault tolerant microprocessor-based control and monitoring
- Low voltage distortion output inverter
- Flame-retardant, Sealed valve regulated batteries
- LCD display module with mimic diagram of power flow and provides digital metering, event logging, user customize-able set points (low battery alarm, battery test, auto-restart delay, display language)
- · All modules are hot-swappable to provide maximum system flexibility and availability
- Casters and leveling feet
- WEEE, REACH, and RoHS (6 by 6) compliant
- Integral output transformer
- Integral output distribution providing None outlets
- Integral output distribution providing None outlets
- Units are capable of rack mounting with optional rack mounting kit
- UPS frame is designed for maximum of 15 kVA, 240/120V, 60 Hz, L-L-N-PE
- UL 1778 4th Edition, c-UL, Listed
- CE, GS, C-tick Marked

Optional Equipment:

- (1) External Maintenance Bypass Cabinet; Model Number NMBHW41, rated for 15 kVA, 100A
- MBC is designed for wall mounting
- MBC is UL, cUL Listed
- Isolating switch controls input power to UPS
- Terminal blocks for hardwired input and output
- Spring loaded, high speed manual transfer switch
- Power indicators
- Support for lockout/tagout programs
- Unit dimensions: 26" H x 19" W x 12" D
- Unit weight: 50 lbs
- (1) IntelliSiot Velocity/Life.Net Card; P/N: IS-UNITY-DP; Offers a web interface to monitor and
 configure the Life and proprietary protocols for use with the Life Station, Liebert Nform and Trellis.
 It allows you to select and configure two of the available third party protocols SNMP, Modbus or
 BACnet for interfacing to Network and Building Management Systems. Also includes support for
 external environmental sensor support, using Liebert SN Sensors.
- (1) Intellislot Relay Contact Interface Kit; P/N: IS-RELAY; Provides relay contact signals for "On Battery", "Low Battery", "On Bypass", "UPS Fault", "Summary Alarm".

UPS System Services Include:

Start-up service includes one site trip by a Liebert Services customer engineer after the unit has been installed. The site trip includes the following services for each system: non-powered inspection, unit electrical and operational checkout, full parts and labor for any work required on the unit, and basic customer operation training. Start-up also provides the customer with a guaranteed 6 hour on-site response for emergency service and includes onsite labor, parts, and travel for the full two-year warranty period.

Warranty Inspection Start-Up to be provided on a 7 day by 24 hour basis

SFA:

No SFA Requests Included

Additional Options Include:

• No Additional Options Included

One lot of parts supplied and/or services managed by the local representative

No Other Services Included



June 20, 2017

Mr. Dave Wynne
Director of Toll Operations
Orlando Orange County Expressway Authority
4974 ORL Tower Road
Orlando. FL 32807

Subject:

5KVA UPS Quote – Innovation Way On/Off Ramps

ICP Exit Equipment Recovery Quote

Reference:

CFX SHM-01 - Legacy Systems Hardware Maintenance

Dear Mr. Wynne:

(1) TransCore is pleased to provide pricing for UPS equipment, shipping, installation material, equipment installation and equipment commissioning as follows:

(2) 5KVA Liebert UPS @ \$12,235.78 = \$24,471.56 Shipping = \$2,242.00 (2 techs) Labor 40 hours @ \$78.16/hr. = \$3,126.40 Material = \$600.00 Total \$30,439.56

This model and size UPS was determined appropriate based on the planned toll equipment requirements and load for the TSUP project ramp locations.

(2) TransCore is pleased to provide a quote for removing toll equipment prior to ICP exit ramp demolition. Quote includes carefully uninstalling toll equipment listed in the attachment and transporting the equipment to the TransCore warehouse for storage.

For TransCore mobilization purposes, Contractor will notify TransCore 3 business days prior to site demolition and availability. Once site is available, TransCore will require minimum of 1 business day to recover equipment listed in attachment.

Price: \$2,428.16

This pricing quote is valid for sixty (60) days from the date of quote.

All work performed in accordance with maintenance contract 178 (SHM0-1)

Should you have any questions, please contact me at (407) 509-6714

Regards, Bob Davis, Project Manager TransCore

^{*}Installation drawings with PE stamp, if required, are not included in this quote.

CONSENT AGENDA ITEM

#39

MEMORANDUM

TO:

CFX Board Members

FROM:

David Wynne W

Director of Toll Operations

DATE:

July 6, 2017

SUBJECT:

Approval of Revision to E-PASS User Agreement

Board approval is requested for the updated E-PASS User Agreement. The changes requested will allow CFX to better align the agreement with current and future initiatives in regards to business accounts and moving to a real-time payment interface for additional E-PASS services.

Reviewed by:

Corey Ouinn

Chief of Technology/Operations

This E-PASS® Customer Agreement (hereafter referred to as "Agreement") is entered into between you (hereafter referred to as "User") and the Central Florida Expressway Authority (hereafter referred to as "CFX"), regarding the use of the E-PASS® Prepaid Toll Program (hereafter referred to as "E-PASS®"), the E-PASS® Portable transponder (hereafter specifically referred to as "E-PASS® Portable Transponder"), E-PASS® Bumper transponder (hereafter specifically referred to as "E-PASS® Bumper Transponder"), and the E-PASS® Sticker transponder (hereafter specifically referred to as "E-PASS® Sticker Transponder") on toll roads, bridges, parking and other facilities within the State of Florida and within other states for which the toll operators have entered into reciprocity agreements with other Interoperable partners of which CFX is a party for electronic toll collection interoperability and thereby accept E-PASS® Transponders for electronic payment (such other states hereafter referred to as "Interoperable States"). This agreement governs User's E-PASS® account (hereafter referred to as "Prepaid Account").

Use of the Transponder by User shall be acknowledgment and acceptance by User of the terms and conditions of this Agreement. CFX may alter, amend, or otherwise change the terms and conditions of this Agreement at any time. Alterations, amendments or other changes will be posted in the Customer Agreement section online at the E-PASS® or CFX website, and shall be effective upon the date of posting. User is responsible for keeping current: User's address, contact information, vehicle and license plate information, and any and all E-PASS® Prepaid Account information. For your convenience, updates may be made by logging onto User's account at E-PASS® website or by contacting the E-PASS® Customer Service Center at 1-800-353-7277.

If User does not accept the terms and conditions of this Agreement, or any future alterations, amendments or other changes to the terms and conditions of the Agreement by CFX, User shall discontinue use of all Transponders and shall notify the E-PASS® Customer Service Center. The terms for voluntary or involuntary closure of a User's Prepaid Account will be applied in accordance with Section 9 of this agreement.

Section 1. Intent of the E-PASS® System.

1.1 The intent of E-PASS® is to provide a safe transportation system, reduce traffic congestion and air pollution by providing efficient and convenient electronic payment. Users may pay tolls and/or other services electronically by using a Transponder at any Florida or Interoperable State location where E-PASS® is accepted for payment. One or more Transponders may be activated by establishing a Prepaid Account. The Prepaid Account balance must be kept in good standing to avoid interruptions in electronic payment. Use of the E-PASS® electronic payment system is a privilege and not a right.

1.2 User must notify E-PASS® of any change in vehicle and/or vehicle registration and/or license plate prior to using Florida or Interoperable State toll facility. Failure to update this information may result in a toll violation resulting in the User and/or the registered owner of the vehicle used on the toll facility being held responsible and liable for any Uniform Traffic Citation issued pursuant to §316.1001, Florida Statutes for violations occurring in the State of Florida and traffic citations issued by other states for violations occurring Interoperable States as a result of User's failure to update this information.

1.3 In addition, User shall notify the State of Florida, Department of Highway Safety & Motor Vehicles (DHSMV):

Driver License Office within ten (10) days of any change to name and/or any change of mailing address pursuant to §322.19, Florida Statutes (2007).

Motor Vehicle (Tag) Office within twenty (20) days of any change of mailing address pursuant to §320.02(4), Florida Statutes.

1.4 User and/or the registered owner of the vehicle used on the toll facility is responsible and liable for any unpaid toll or traffic citation issued as a result of User's Transponder not being read by the receiving equipment in any toll facility. User shall not use this Agreement as a defense to a toll violation if the Transponder is not read by the receiving equipment unless the supplemental lane transactions show a problem with the receiver in the lane at the time of the alleged violation. Defective Transponders, malfunctioning Transponders, and not properly mounting the Transponder do not relieve the User and/or the owner of the motor vehicle involved in an unpaid toll from liability under §316.1001, Florida Statutes or the applicable laws of an Interoperable State.

1.5 User is responsible for pre-paying all tolls. User must immediately pay cash for tolls and stop using Transponder when the balance on the account is insufficient to pay any toll. (Refer to Sections 5.7 and 5.7.1 for more details.) Whether or not User actually knew the balance on the account was insufficient shall not be a defense to a toll violation and User and/or the owner of the vehicle used on the toll facility is responsible and liable for any Uniform Traffic Citation issued pursuant to §316.1001, Florida Statutes or the applicable laws of an Interoperable State.

1.6 User's failure to inform E-PASS® of the current registration and/or license plate number on the vehicle prior to using any toll facility will result in a breach of this Agreement and may result in the issuance of a UTC under §316.1001, Florida Statutes, or the applicable laws of an Interoperable State, in addition to the remedies under contract law and this Agreement.

Section 2. E-PASS® License...

The User shall be responsible for each Transponder issued to User under this and/or subsequent Agreements and all amendments to such Agreements. The Transponder(s) may be used at designated E-

PASS® Lanes; E-PASS® enabled lanes or any other venues that accept E-PASS® as payment for services inside or outside the State of Florida. Whether paying electronically using a Transponder or by a manual payment method, User remains responsible for any toll payments, toll violations, or payments for any other services. Failure to collect payment electronically, even though User has a Transponder, shall not release User of payment responsibility.

Section 3. Privacy Policy.

- 3.1 CFX respects the privacy of all account holders. CFX does not sell or share its customer list with outside marketers. In addition, Personal identifying information generally is exempt from disclosure under Florida's public records law, pursuant to Section 338.155(6), Florida Statutes, and can be obtained by persons outside of CFX or authorized law enforcement agencies only by subpoena or court order, except CFX may share certain Prepaid Account information with operators of other toll facilities for toll payment, collection and notice purposes without obtaining a subpoena or court order. User acknowledges and agrees that Interoperable States will observe their respective state laws regarding the disclosure of records and other information related to transactions that use an E-PASS® Transponder on toll facilities of the Interoperable States, including Prepaid Account information provided by CFX to the Interoperable States for the purpose of toll payment, collection, or notice.
- 3.2 User acknowledges and agrees that CFX may use the Transponder, or may authorize any other governmental agencies to use the Transponder to collect anonymous traffic, travel, or other statistical information.

Section 4. Choosing the right E-PASS® Customer Account Type.

E-PASS® provides both Personal, Commercial-Business and Rental Car Toll Collection Service Accounts.

- 4.1 Personal Prepaid Accounts: Primarily for personal, non-commercial-business. Users with privately owned or leased vehicles and/or trailers. While multiple Transponders may be linked to personal accounts, the number is typically less than 10. The minimum opening balance for a Personal Prepaid Account is \$10.00. When adding additional Transponders to an existing Prepaid Account, additional prepaid funds may also be required.
- 4.2 Commercial Business Prepaid Accounts: Primarily for companies or businesses with corporate owned or leased vehicles and/or trailers. A current Federal Employer Identification Number (FEIN) is required to open an account of this type. FEIN information must be kept current and may be requested by an E-PASS® representative at any time. The minimum opening balance for a Commercial Business Prepaid Account is dependent on the User's estimated monthly usage, but must be a minimum of \$10.00. User shall be notified of any changes to the required replenishment amount on their monthly Account Summary Statement or via email if applicable. For Commercial Business Prepaid Accounts to qualify for tax exempt status, User must provide a valid tax exemption certificate. If provided after account is established the tax exemption is effective from the date proof is provided. at the time of account activation.

4.3 Rental Car Toll Collection Service Accounts: Primarily for national rental car companies or service providers who act as an intermediary between CFX and national rental car companies, for the purpose of making "E-PASS® Only" lanes available to customers of national rental car companies via the use of the video-based PAY-BY-PLATE -system or the transponder-based E-PASS® system. The rental car company or service provider must enter into a separate Marketing and Operations Agreement for Rental Car Toll Collection Services and abide by the terms thereof. Rental car customers of national rental car companies are given a choice to: (1) pay cash at toll booths when using toll roads, if the cash payment option is available for the toll facility location to be used; (2) pay the cash rate of tolls plus a minimal daily fee; or (3) pay a flat daily fee for unlimited tolls. The rental car company or service provider will establish and maintain one or more Prepaid Accounts for use in providing services to client companies and/or their customers, and will be subject to automatic replenishment via a commercial credit card or other method approved by CFX. This service provides customer service to both the rental car companies and toll agency customers, reduces paperwork between rental car companies and their customers, and eliminates toll violations.

Section 5. E-PASS® and Transponder Usage.

- 5.1 Unless otherwise directed by CFX, User agrees to properly mount the Transponder, as explained in the E-PASS® User Manual available online at the E-PASS® or CFX website, during all toll road travel and/or other available services. Holding a Transponder in the User's hand or leaving it on the dashboard or in another non-mounted position in the vehicle is strictly prohibited. Not properly mounting the Transponder may result in the User's Transponder being denied for electronic payment, resulting in unpaid tolls. Unpaid tolls may result in the issuance of a Uniform Traffic Citation (UTC) under §316.1001, Florida Statutes or under the applicable laws of an Interoperable State.
- 5.2 User agrees to comply with all applicable traffic laws while using toll roads and bridges.
- 5.3 Under no circumstances should a User drive through a designated E-PASS® toll lane or E-PASS® enabled lane at a speed greater than posted by CFX or other applicable governmental authorities.
- 5.4 When using a toll lane that is not E-PASS® only (i.e. an exact change or change lane that also displays the E-PASS® logo), even with a working and funded Transponder, the User must bring the vehicle to a complete stop before proceeding through the toll lane.
- 5.5 User accepts that sharing a Transponder for electronic payment at the same time in the same location is prohibited.

5.6 Under no circumstance may a Transponder be used in a vehicle that has not been registered as an authorized vehicle for the User's Prepaid Account. The vehicle and its unique license plate must be associated to the User's account information and a vehicle may not be actively listed on more than one Prepaid Account.

5.7 Failure to pay a toll is a violation which may result in the issuance of a traffic citation. CFX takes a photograph of the vehicles that do not pay the required toll. If User's Prepaid Account does not have sufficient balance to pay the toll, User must use cash lanes, if cash lanes are available, or avoid using toll facilities until the account is replenished and in the Active status. When paying cash, User shall place the E-PASS® Portable Transponder in the Radio Frequency ("RF") shield bag, or remove the E-PASS® Portable Transponder from the vehicle. The RF shield bag is available, free of charge, by calling 1-800-353-7277. User shall turn over the Transponder at the request of law enforcement or CFX because of toll violation(s) relating to the misuse or termination of a Prepaid Account or in connection with a violation of local, state or federal law. E-PASS® Portable Transponders that have been forfeited under this section may be returned to User when the Prepaid Account has been returned to good standing.

5.7.1 Users paying cash while an E-PASS® Sticker Transponder or E-PASS® Portable Transponder is installed on the vehicle windshield may be double charged/double billed. E-PASS® will not credit your account for duplicate activity when paying with cash unless valid cash receipts are provided to E-PASS® within 90 days of the original transaction. The amount of the credit will be at the E-PASS® toll rate. Cash receipts are not available at all locations or times of day. No credit or refund will be due if one or more tolls are paid by cash at a location or at a time of day for which cash receipts are not available.

5.8 User shall not, under any circumstances, authorize another person to use his or her Transponder, unless User has previously added to his or her Prepaid Account the vehicle and license plate information for each vehicle authorized by User to use the Transponder. User is responsible for any and all transactions incurred by User's Transponder in the event someone other than User uses a toll facility with User's Transponder.

5.9 User agrees that User shall not, and shall not attempt to, reverse engineer or otherwise attempt to alter or tamper with the mechanical or electrical operation of the Transponder, or otherwise attempt to use the Transponder or other equipment in order to avoid payment of tolls or fees.

Section 6. Vehicle and Non-Semi Trailer Information (e.g. Boat, Camper, Utility, etc.).

6.1 All vehicles in which the User intends to use a Transponder must be listed within the account, but a vehicle license plate may only be actively subscribed to one account at a time. The year, make, model and color of the vehicle as well as the license plate number and issuing state must be provided at the time of transponder activation and updated as changes occur. The year, make, model and color of the vehicle must be provided within 60 days of transponder activation and updated as changes occur. For

convenience, vehicle information may be updated on the E-PASS® website. User accepts there may be occurrences when a Transponder is not identified even though it is present in the vehicle. In cases where a Transponder is not identified but the vehicle license plate is recorded, CFX reserves the right to add the vehicle license plate and issuing state to the User's account. CFX will not exercise this right unless a confident match can be made between the registered owner of vehicle for the license plate and the customer information on the User's account.

6.2 All Non-Semi trailers (e.g. Boat, Camper, Utility, etc.) pulled by vehicles in which the User intends to use a Transponder must be listed within the account, but a trailer license plate may only be actively subscribed to one account at a time. The license plate number and issuing state must be provided and updated as changes occur. For convenience, this information may be updated on the E-PASS® website. User accepts there may be occurrences when a Transponder is not identified even though it is present in the vehicle pulling the trailer. In cases where a Transponder is not identified but the trailer license plate is recorded, CFX reserves the right to add the trailer license plate and issuing state to the User's account. CFX will not exercise this right unless a confident match can be made between the registered owner of the trailer for the license plate and the customer information on the User's account

Section 7. Prepaid Account.

User is responsible for pre-payment of all tolls used prior to using toll facilities. User is responsible for maintaining a working Transponder at all times and required to contact E-PASS if inoperable. If the Transponder is not read by the receiver in the electronic toll collection lane for any reason, including but not limited to improper mounting, problem windshields, or other Transponder malfunction, User will be subject to the issuance of a traffic citation. User will be liable for payment of the unpaid toll along with fines, court costs and other penalties which may include points on User's driving record which may result in the suspension of User's driver license or vehicle registration. User accepts responsibility to maintain a sufficient balance in User's Prepaid Account at all times to cover applicable tolls and other charges as described below.

- 7.1 User authorizes CFX to deduct the following charges from the User's Prepaid Account:
- 7.1.1 User accepts and agrees that all charges, both in Florida and Interoperable State, paid electronically using their Transponder(s) will be deducted from the User's Prepaid Account. Where charges are paid using traditional payment methods and User's Transponder is also in the vehicle resulting in the same charges being paid electronically, the User must produce valid receipt(s) for any payments for tolls made in order to have the electronically paid charges reversed. The receipt(s) must be received by CFX within 90 days of the transaction. The amount of the credit will be at the E-PASS® toll rate.
- 7.1.2 Returned Check Charge: A deduction of \$25.00, as may be increased or decreased from time to time, will be made from User's Prepaid Account if any check is not paid on demand by the bank upon which the check is written.

- 7.1.3 Monthly Account Statement Charge: A deduction of \$0.50 as may be increased or decreased from time to time, will be made from User's Prepaid Account for each monthly summary or detailed statement of User's Prepaid Account delivered by mail. Statement prices may be adjusted from time to time by CFX. Statements printed directly from the website are free of charge.
- 7.1.4 In cases where the Transponder is not read and an image of the vehicle's or non-semi trailer's (e.g. Boat, Camper, Utility, etc.) license plate is recorded, and the plate is listed on the User's Prepaid Account, any unpaid charges may still be paid electronically using the vehicle's/trailer's license plate number, hereinafter called an "Image Toll" or "I-Toll". If in any given month the User's Prepaid Account records an excessive amount of) I-Toll transactions per license plate, CFX may charge the User the PAY-BY-PLATE rate if such option is available and, in the event the PAY-BY-PLATE rate is not available, then the cash rate will be charged on those transactions. User accepts that vehicle license plate recording may not be available at all locations or states where E-PASS® is accepted for electronic payment. Where vehicle license plate recording is not available, Image Tolls will not be processed. The I-toll process does not prevent law enforcement officers from issuing citations for observed toll violations.
- 7.1.5 In the event the required toll is not paid and the prepaid account does not have sufficient funds to pay the toll electronically, a traffic citation may be issued.
- 7.1.6 Full account information and services will be provided to Users with registered Prepaid Accounts only. An account is considered registered when the User has provided full contact information, including but not limited to: Name, Address, Telephone number, User Name, Password (User Name and Password applies to online registration only), PIN, Vehicle License Plate(s), and Driver's License Number and for commercial business accounts the FEIN.
- 7.1.7 CFX strives to ensure charges are accurately recorded, User accepts that miscalculations in account balances may occur. In such cases, CFX maintains the right to make adjustments, without notice, where evidence can be provided that the adjustment is appropriate. Such adjustments will be presented in detail or summary on the User's Account Detailed Activity Statement or Account Summary Statement respectively.
- 7.2 User accepts and agrees that no interest shall ever be paid nor due to User on Prepaid Account balances at any time.
- 7.3 CFX reserves the right to limit the availability of historical Prepaid Account Activity. The period of availability, either on-line or upon request from CFX, shall not exceed three years.

Section 8. Replenishment of Prepaid Account.

8.1 User accepts responsibility for replenishing the Prepaid Account in a manner that ensures a sufficient balance is maintained in the Prepaid Account at all times. Use of E-PASS® lanes, designated or enabled, without a sufficient balance in the Prepaid Account to pay the charge will result in termination of User's Prepaid Account in accordance with section 9 of this agreement.

8.2 E-PASS® Auto Replenishment: User may elect or may be required to enroll in E-PASS® Auto Replenishment, which is a feature that links a credit or debit card in good standing to their Prepaid Account. This feature will automatically replenish the User's Prepaid Account balance by a pre-set amount whenever the balance in the Prepaid Account drops to a pre-set low-balance threshold. A credit card is considered in good standing if it belongs to an active, non-expired account having sufficient credit available. Failure to maintain the credit or debit card linked to an E-PASS® account with Auto Replenishment active in good standing may result in the termination of User's Prepaid Account and an interruption in electronic payment using the User's Transponder(s). This may result in the issuance of traffic citations. (Refer to Section 9.2 for more details regarding Termination of Prepaid Account.) The minimum replenishment threshold and replenishment amount is determined during E-PASS® enrollment based on expected usage. For Personal Accounts, a minimum of \$10.00 is required. CFX may periodically analyze account activity and adjust the replenishment amount.

8.3 E-PASS Users are automatically opted in to allowing E-PASS® as a payment options at an E-PASS® facility or interoperable facility accepting E-PASS® as a payment option. In addition, Users accept that any charge due at an E-PASS® facility or interoperable facility accepting E-PASS® as a payment option exceeding the User's current Prepaid Account balance may be charged directly to the credit or debit card linked to the E-PASS® account.

8.3-4 Replenishment payments may be submitted through various payment channels to the E-PASS® Customer Service Center or made in person at participating facilities and locations as determined from time to time by CFX. Check payments must be received at least 3 business days before the balance in the User's Prepaid Account becomes insufficient to cover charges paid electronically by the User's Transponder.

8.45 Cash replenishments to Prepaid Accounts may be made at CFX authorized locations throughout Florida. For additional details and locations, please contact the E-PASS® Service Center.

Section 9. Voluntary or Involuntary Termination of User's Transponder.

If User's Transponder is terminated, either voluntarily or involuntarily, User shall immediately: Cease using the Transponder for electronic payment; Remove any E-PASS® Transponder(s) and permanently remove them from any vehicle that may travel on E-PASS® enabled lanes or other states that accept Transponders for electronic payment; and discontinue traveling on designated E-PASS® Lanes and other E-PASS® enabled lanes or other states that accept Transponders for electronic payment. Using a Transponder while terminated may subject the User to toll violations and issuance of traffic citations. All activity incurred during terminated status will be charged to the User's Prepaid Account at the toll rate charged to customers paying by PAY-BY-PLATE rate at that particular location. No credits will be issued upon reactivating a terminated Transponder(s). Users paying cash while an E-PASS® Transponder is installed on the vehicle windshield may be double charged/double billed. E-PASS® will not credit your account for duplicate activity when paying with cash unless valid cash receipts are provided to E-PASS® within 90 days of the original transaction. The amount of the credit will be at the E-PASS® toll rate. Cash

receipts are not available at all locations or times of day. If a User fails to remove a E-PASS® Transponder from a vehicle following a voluntary or involuntary termination of User's Prepaid Account, then no credit or refund will be due if one or more tolls are paid by cash at a location or at a time of day for which cash receipts are not available.

9.1 Voluntary or Involuntary Closure of User's Prepaid Account: If User's Prepaid Account is closed, either voluntarily or involuntarily, all Transponders listed on the User's Prepaid Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this agreement. CFX may prohibit User from opening subsequent account(s) if any previous account has been closed involuntarily. Any remaining balance of the User's Prepaid Account shall be refunded in accordance with Section 13 of this Agreement.

9.2 Termination of Prepaid Account: CFX may terminate User's Prepaid Account at any time for any reason. Where a Prepaid Account has been terminated, all Transponders listed on the Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement. In lieu of account termination, CFX may allow User to retain the account, provided any outstanding balance is paid in full, and User enrolls in E-PASS® Auto Replenishment for the remainder of the Agreement as described in Section 8 of this Agreement. Using Transponder while terminated may subject the User to toll violations and issuance of traffic citations. All activity incurred during a terminated status will be charged to the account at the toll rate charged to customers paying the PAY-BY-PLATE rate at that particular location. No credits will be issued upon reactivating a terminated Transponder. No new Prepaid Account shall be open until all monies owed to CFX have been paid in full.

Section 10. Lost or Stolen Transponder.

In the event the Transponder is lost or stolen, User shall immediately change the Transponder status to Lost/Deactivated on the E-PASS® website, or notify the E-PASS® Customer Service Center. All charges paid electronically using a lost or stolen Transponder will continue to be reflected on the User's Prepaid Account until notification of the loss or theft is reported in accordance with this Section . The User's Transponder status will be modified upon receipt by CFX of User's notification of the loss or theft. The User will not be held responsible for future toll activity on a lost or stolen Transponder after the status is changed online or notification is received by the E-PASS® Customer Service Center unless the vehicle that went through the toll facility had a license plate listed in the User's Prepaid Account. In the event that the User does not have any other Transponder(s) or does not purchase a replacement Transponder on the Prepaid Account, the remaining balance may be refunded to the last credit or debit card used previously to make a purchase on the Prepaid Account or by check in accordance with Section 13. Authorized or unauthorized use of the Transponder in any vehicle registered to the User shall be chargeable to the User's Prepaid Account until notification is made to CFX in accordance with this Agreement, and the license plate is removed from the User's Prepaid Account. If a Transponder previously reported Lost/Stolen is reactivated, any unpaid charges recorded while the Transponder was

in a lost or stolen status will be charged to User's Prepaid Account if CFX determines the usage was the result of the User's vehicle incurring the charges.

Section 11. Damaged Transponder.

Damaged Transponders are not covered by warranty. For purposes of this Agreement, damage is defined as the rendering of the Transponder defective or inoperable due to tampering, abuse, improper use, defacement, or accidental destruction. Removal of or attempt to remove an E-PASS® Sticker Transponder from the vehicle windshield may render the unit useless.

Section 12. Malfunctioning Transponder.

12.1 In the event of failure or malfunction of an E-PASS® Portable, or Bumper, or Sticker Transponder, User must immediately discontinue use of the Transponder and change the status to deactivated online at E-PASS® website or contact the E-PASS® Customer Service Center. Where failure or malfunction occurs, Transponder shall be terminated and the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement shall apply. Malfunctioning or defective Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to the E-PASS® Customer Service Center within the 90 day warranty period. Damaged Transponders are not covered by warranty. Costs related to shipment of the Transponder to the E-PASS® Customer Service Center are the responsibility of the User. CFX may require delivery confirmation in the event the Transponder is not received. User is responsible for any and all unpaid tolls and/or traffic citations issued as a result of any attempt to use a malfunctioning and/or defective transponder to pay tolls.

12.2 In the event of failure or malfunction of an E-PASS® Sticker Transponder, User must immediately discontinue use of the Transponder and change the status to deactivated online or contact the E-PASS® Customer Service Center. Where failure or malfunction occurs, Transponder shall be terminated and the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement shall apply. Malfunctioning or defective E-PASS® Sticker Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to the E-PASS® Customer Service Center within the 90 day warranty period. Damaged E-PASS® Sticker Transponders are not covered by warranty and will not be replaced.

Section 13. Withdrawal of Prepaid Account Balance at Account Closure.

In the event the Prepaid Account is closed, the remaining balance of the Prepaid Account shall be refunded after 30 days to the User once all toll payments and any appropriate charges have been deducted. (Refer to Sections 9.1 and 9.2 for more details regarding Voluntary or Involuntary Closure of User's Prepaid Account and Termination of Prepaid Account.) Depending upon the User's method of payment for the Prepaid Account being closed, refunds may be issued in accordance with the method of payment used to replenish the Prepaid Account. If User's Prepaid Account has any outstanding balance owed, User shall pay the amount owed at time of closure.

Section 14. Dispute of Charges:

CFX must be notified of any disputes of charges appearing on User's Prepaid Account within 90 days of the charge being posted. All disputes are subject to review and approval by CFX and may require additional documentation or evidence from the User.

Section 15. Miscellaneous.

- 15.1 User releases CFX, its officers, employees, or agents (collectively "CFX"), from all loss, damage, or injury whatsoever from the use or performance of E-PASS® and the Transponder. CFX shall not have any obligation or liability to the User with respect to the use or the performance of E-PASS® or the Transponder. The only relief available to the User shall be replacement by CFX of any defective or malfunctioning Transponder in accordance with Section 12 of this Agreement. User agrees to indemnify, protect, and hold harmless CFX from liability for all loss, damage, or injury to persons or property arising from E-PASS® and/or the Transponder.
- 15.2 It is expressly understood and agreed that CFX, with verbal or written authorization from User, may make charges against User's credit or debit card. User's online entry of credit or debit card information via the IVR or E-PASS website shall constitute User's written authorization to CFX to make charges against User's credit or debit card for E-PASS® charges wherever incurred. User expressly understands and accepts CFX shall not be liable to User for any financial costs resulting from these actions. Additionally, CFX shall not be liable for:
- 15.2.1 Any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits, or savings.
- 15.2.2 Claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of the Transponder(s), credit report inquiry, check authorization, and/or charging against User's credit card.
- 15.3 User accepts responsibility of all costs, including, but not limited to the associated costs and ramifications of a conviction related to a traffic citation, collection fees, attorney's fees, and court costs incurred by CFX in the enforcement of the terms and conditions of this Agreement.
- 15.4 If for any reason User's Prepaid Account balance is insufficient for tolls or any other charges due or owing to CFX, User shall remain liable to CFX for such insufficiencies and all applicable charges.
- 15.5 Unpaid balances due to CFX may be turned over to a collection agency for enforcement and collection activities.
- 15.6 Should User be the subject of any Bankruptcy proceeding under the Bankruptcy Act or become insolvent, CFX shall have the right to terminate User's Prepaid Account and services provided. User shall

remain and be liable for the payment of all unpaid charges hereunder exclusive of any other remedy provided herein or by law.

- 15.7 This Agreement shall be binding upon and inure to the benefit of User and User's successors and CFX and its successors and assigns. User shall not be permitted to assign the obligations or benefits of this Agreement without the consent of CFX.
- 15.8 User accepts that User's retaining, using, or permitting others to use the Transponder shall thereby constitute User's acknowledgment of and acceptance of the terms and conditions of this Agreement.
- 15.9 User accepts that when allowing others to retain or use User's Transponder, User accepts responsibility to pay the tolls and applicable charges of such permitted use and the obligations of this Agreement shall fully bind and be applicable to User as if User had incurred the tolls and charges.
- 15.10 To the full extent of Florida's severance law, 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.
- 15.11 User shall immediately inform CFX of any changes to the information contained in the E-PASS® Prepaid Account records, including without limitation, credit or debit card number and expiration date, payment method, name or address changes, Transponder ownership changes, and vehicular information changes (make/model, license plate information) for all vehicles in which the Transponder is used.
- 15.12 CFX reserves the right to reject any <u>request to open or service an</u> E-PASS® <u>application or request</u> for an account.
- 15.13 CFX reserves the right to offset amounts owed to CFX for usage of E-PASS® Transponder from funds in User's Prepaid Account.
- 15.14 User accepts that by providing User's e-mail address, User may receive information from CFX, its consultants, agents or other toll facility operators.

15.15 Questions regarding User's Prepaid Account or transactions charged to User's Prepaid Account should be directed to the E-PASS® Customer Service Center at the address and telephone number listed below.

15.16 This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida, with the exception of Florida's choice of law provisions. Other than toll citations, any civil action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of record of the State of Florida in Orange County, Florida. The forum for Florida Uniform Traffic Citations shall be in the traffic and/or county court for the county where the alleged toll violation occurred. Toll violations occurring in an Interoperable State may be subject to the local laws of the jurisdiction in which the violation occurred.

E-PASS® Customer Service Center

P. O. Box 720218 • Orlando, FL 32872 • 1-800-353-7277

WWW.CFXWAY.COM

E-PASS® is a registered trademark of the Central Florida Expressway Authority. © 2016, Central Florida Expressway Authority. All rights reserved.

CONSENT AGENDA ITEM

#40

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams / (Dx)

Director of Procurement

DATE:

June 14, 2017

SUBJECT:

Approval of Contract Renewal with

Kapsch TrafficCom Transportation NA, Inc. for Maintenance of ITS

Infrastructure

Contract No. 001283

Board approval is requested for the first renewal of the referenced contract with Kapsch TrafficCom Transportation NA, Inc. in the amount of \$1,301,325.93 for a one year period beginning October 1, 2017 and ending on September 30, 2018. The original contract was two years with three one-year renewals.

Original Contract Amount

\$2,243,699.54

First Renewal

\$1,301,325.93

Total

\$3,545,025.47

The services to be provided by Kapsch TrafficCom Transportation NA, Inc. under this renewal include maintenance services for CFX's ITS infrastructure and systems including CCTV cameras, data collection sensors, dynamic message signs and fiber optic cable.

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

Reviewed by:

Bryan Homayouni, P.E.

Manager of Expressway Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL AGREEMENT CONTRACT NO. 001283

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of July, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kapsch TrafficCom Transportation NA, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 10, 2015, with a Notice to Proceed date of October 1, 2015, whereby CFX retained the Contractor to provide complete maintenance services for CFX's Infrastructure and systems; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the first renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of October, 2017 and ending the 30th day of September, 2018 at the cost of \$1,301,325.93, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending September 30, 2017, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending September 30, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:Authorized Signature	BY:
Title:	
ATTEST: (SEA	AL)
If Individual, furnish two witness:	
Witness (1)	
Witness (2)	Legal Approval as to Form
	General Counsel for CFX

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

September 12, 2016

RE:

Approval of Assignment and Assumption of Contractual Obligations

Between Schneider Electric Mobility NA, Inc. and Kapsch TrafficCom

Transportation NA, Inc.

Board approval is requested to enter into an Assignment and Assumption of Contractual Obligations Between Schneider Electric Mobility NA, Inc. and Kapsch TrafficCom Transportation NA, Inc. and CFX.

Schneider Electric Mobility NA, Inc., is now a wholly owned subsidiary of Kapsch TrafficCom Transportation NA, Inc. and all employees of Schneider Electric Mobility NA, Inc. are employees of Kapsch TrafficCom Transportation NA, Inc. CFX has a current contract with Schneider Electric Mobility NA, Inc. for Maintenance of ITS Infrastructure (Contract No. 001113).

The Agreement does not alter the terms of the original contract. Approval is recommended in order to administer the balance of the contract.

Reviewed by:

Bryan Homayouni

Manager of Traffic Operations

ASSIGNMENT AND ASSUMPTION OF CONTRACTUAL OBLIGATIONS

WHEREAS, on September 10, 2015, the Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as the "CFX", and Schneider Electric Mobility NA, Inc., a Michigan Corporation ("the Contractor"), entered into an Agreement, ("the Agreement") whereby the Contractor would provide certain services specifically, maintenance services for CFX's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on April 11, 2016 Kapsch TrafficCom Transportation NA, Inc. has completed the acquisition of Schneider Electric Mobility NA, Inc., the Contractor. WHEREAS, such change necessitates an assignment and assumption of contractual obligations from the Contractor to Kapsch TrafficCom Transportation NA, Inc. ("the Assignee");

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Contractor does hereby transfer and assign to the Assignee all of the Contractor's right, title and interest in and to the Agreement, and Assignee does hereby accept such assignment and does hereby assume all rights and obligations under the Agreement and does agree to be bound thereby.

CONSENT TO ABOVE AND FOREGOING ASSIGNMENT ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

	elen	
Signature		
Aneth Williar	ns, Director of Pro	ocurement

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
SCHNEIDER ELECTRIC MOBILITY NA, INC.

MAINTENANCE OF ITS INFRASTRUCTURE

CONTRACT NO. 001113

CONTRACT DATE: SEPTEMBER 10, 2015 CONTRACT AMOUNT: \$2,243,699.54

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, PERFORMANCE BOND, AND FORMS

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, PERFORMANCE BOND, AND FORMS

CONTRACT NO. 001113

SEPTEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

<u>Title</u>		<u>Page</u>
Contract		C-1 to C-19
Scope of Services		SS-1 to SS-40
Method of Compensation	1.5%	MC-1 to MC-6
Price Proposal		PP-1 to PP-7
Technical Proposal		TP-1 to TP-64
Vehicle Registration Form		VR-1 to VR-2
Performance Bond		PB-1 to PB-4

Attached compact disk contains the following and are incorporated herein

Appendices to Scope of Services

Appendix A – Line Monitoring System Map

Appendix B – CCTV Locations

 $\label{eq:continuous} Appendix \ C-DCS \ Locations$

Appendix D – TMS Map

Appendix E - DMS Map

 $\label{eq:conditional} \textbf{Appendix} \; \textbf{F} - \textbf{Wrong} \; \textbf{Way} \; \textbf{Driving} \; \textbf{System} \; \textbf{Map}$

Appendix G - Current Technical Special Provisions

Appendix H - Authority Furnished Spare Parts

Appendix I – Contractor Security Policy and Guidelines Handbook

Appendix J – Daily Device Checklist - Electronic

Appendix K – Work Order Template

 $\label{eq:Appendix} \textbf{Appendix} \ \textbf{L} - \textbf{Stand Alone Test Procedure}$

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 10th day of September, 2015, between the CENTRAL FLORIDA AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SCHNEIDER ELECTRIC MOBILITY NA, INC., hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about June 29, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include complete maintenance services for the AUTHORITY'S ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONTRACTOR, and
- 1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be two (2) years from the date first written above. There shall be three (3) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial two-year Contract Term and any subsequent renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the two-year Contract term is \$2,243,699.54.
- 3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the

AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to AUTHORITY.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

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

- 6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.
- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.
- 6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis;
- 6.6 Employees Fidelity Bond covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

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

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

7. CONTRACTOR RESPONSIBILITY

- 7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
 - (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
 - (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;
 - (iii) members of the public who may be traveling through the plazas and their vehicles.
- 7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
 - (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
 - (ii) all workplace laws, regulations, and posting requirements, and
 - (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
 - (iv) compliance with the public records laws of Chapter 119, Florida Statutes.
- 7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.
- 7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify

AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the "Key Personnel" and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- 9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 9.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 9.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),
- 9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation

CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying 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 and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates

of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

- (iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and
- (iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

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

18. DISPUTES

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

19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including,

but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees

and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

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

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

23. RELATIONSHIPS

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

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

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

- 26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and
- 26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 10, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Director of Procurement
Print Name: Claude Miller
SCHNEIDER ELECTRIC MOBILITY NA, INC. By: School Sc
Print Name: Alfredo Escriba Gallego / Steve Haddix
Title: President / Vice President, Professional
ATTEST: SUSUM MOYON (Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

CONSENT AGENDA ITEM

#41

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procuremen

DATE:

June 15, 2017

SUBJECT:

Approval of Final Ranking and Authorization for Fee Negotiations for

The Supplemental Data Collection Sensor and CCTV Deployment Project

Project No. 599-537; Contract No. 001285

Letters of Interest were advertised for the referenced project on March 8, 2017. Responses were received from three firms by the April 3, 2017 deadline. Those firms were DRMP, F.R. Aleman & Associates, Inc. and VHB.

After reviewing and scoring the Letters of Interest, the Evaluation Committee met on Tuesday, April 11, 2017, and shortlisted the three firms. It was requested that Technical Proposals be submitted for review and scoring by May 3, 2017.

Technical Proposals were submitted by all three firms by the deadline. The Technical Review Committee convened on May 17, 2017 and prepared its final ranking. The result of that process was as follows:

<u>Firms</u>	Ranking
DRMP	1
VHB	2
F.R. Aleman & Associates, Inc.	3

Board approval of the final ranking and authorization to enter into fee negotiations with DRMP is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested.

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

Reviewed by:

Bryan Homayouni

Manager of Traffic Operations

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

WWW.CFXWAY.COM

LOI-001285 Technical Committee Meeting May 17, 2017 Minutes

Technical Committee for The Supplemental Data Collection Sensor and CCTV Deployment Project; LOI-001285R, held a duly noticed meeting on Wednesday, May 17, 2017, commencing at 9:00 a.m. in the Sandpiper Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Bryan Homayouni, Manager of Traffic Operations
David Boston, Manager of Special Projects
Will Hawthorne, Manager of Engineering, for Glenn Pressimone, Director of Engineering

Other Attendees:

Aneth Williams, Director of Procurement Saul Rivas, Procurement Analyst

Discussion and Motions:

Aneth explained that today's meeting was to evaluate and shortlist the top firm.

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

Firms	<u>Score</u>	Ranking
DRMP	277	1
F.R. Aleman & Associates., Inc.	244	3
VHB	273	2

The Committee recommends CFX Board to approve the top ranked firm and authorized fee negotiations. The Committee agreed that Bryan Homayouni would review and approve the minutes on behalf of the Committee.

There being no further business to come before the Committee, the meeting was adjourned at 9:51a.m. These minutes are considered to be the official minutes of the Technical Committee meeting held Wednesday, May 17, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

Aneth Williams, Director of Procurement

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

Bryan Homayouni, Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHINAL COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR THE SUPPLEMENTAL DATA COLLECTION SENSOR AND CCTV DEPLOYMENT PROJECT

CONTRACT NO. 001285R

CONSULTANT	Will Hawthorne Score	Bryan Homayouni Score	David Boston Score	TOTAL SCORE	RANKING
DRMP	96	88	93	277	1
F.R. ALEMAN	93	68	83	244	3
VHB	95	86	92	273	2

EVALUATION COMMITTEE MEMBERS:

5/17/2017

5/17/2017

5/17/2017

CONSENT AGENDA ITEM

#42

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

July 5, 2017

SUBJECT:

Approval of Purchase Orders to Intelligent Transportation Services, Inc. for High

Definition CCTV Cameras

Project No. 599-528

Board approval is requested to issue a purchase order to Intelligent Transportation Services, Inc., in the amount of \$84,800.00 for 32 CohuHD CCTV cameras. An Invitation to Bid for the referenced project was advertised on May 21 2017. Responses to the Invitation were received from two (2) contractors by the June 21, 2017 deadline. Intelligent Transportation Services, Inc. provided pricing for CohuHD CCTV cameras and Temple, Inc. provided pricing for TKH HD CCTV cameras. CFX uses TKH HD CCTV cameras on the system that are currently undergoing a firmware upgrade to correct image brightness. In order to maintain an appropriate inventory of HD Cameras, CFX would like to purchase 32 CohuHD CCTV cameras.

This purchase is budgeted for in the Five-Year Work Plan.

Reviewed by:

Bryan Homayouni, PE

Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BID OPENING MINUTES

The Bid Opening for HIGH DEFINITION CCTV CAMERAS, Project No. 599-528; ITB-001318 was held at a duly noticed meeting on Wednesday, June 21, 2017, commencing at 1:30 p.m. at the Central Florida Expressway Authority Administrative Building, Orlando, Florida.

The bids for the following companies were opened and announced verbally along with the bid total amount.

COMPANY NAME

AMOUNT

1.	Intelligent Trav	nsportat	tion Jenn	eas,Inc.	\$ 2,650.00)ea	Brand
2.	Temple, Inc.	Brand	TKH	1-10	12987.00	ea	
3.	"	lt.	31	11-20	\$2885.00	ea	
4.	11	н	11	21-30	\$ 2720.00	la	
5.	4	11	1/	31-40	\$ 2550.00	la	
6.	11	11	11	41+	# 2226.00	ea	•
7.							
8.							
9.							
10.							
11.							
12.							

The meeting adjourned at 1:41.

OPENED BY: WITNESSES: deane McClary

E.1. Chairman's Report

THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Michael Carlisle, Director of Accounting and Finance

DATE:

June 22, 2017

RE:

May 2017 Financial Reports

Attached please find the May 2017 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS FOR THE MONTH ENDING MAY 31, 2017 AND YEAR-TO-DATE

	FY 17 MONTH ACTUAL	FY 17 MONTH BUDGET	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	FY 17 YEAR-TO-DATE % VARIANCE	FY 16 - 17 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 37,568,114	\$ 34,156,227	\$ 386,247,467	\$ 358,834,718	\$ 27,412,749	7.6%	8.6%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	586,347	390,716	6,689,719	5,204,821	1,484,899	28.5%	1.6%
TRANSPONDER SALES	23,805	40,731	214,007	448,036	(234,029)	-52.2%	47.8%
OTHER OPERATING	149,226	119,060	1,369,075	1,294,197	74,878	5.8%	9.5%
INTEREST	430,632	152,877	4,499,030	2,300,278	2,198,752	95.6%	38.0%
MISCELLANEOUS	108,600	82,624	978,077	921,432	56,644	6.1%	-0.8%
TOTAL REVENUES	38,866,724	34,942,234	399,997,376	369,003,482	30,993,894	8.4%	8.7%
O M & A EXPENSES							
OPERATIONS	4,754,996	5,235,408	43,494,369	44,837,924	1,343,555	3.0%	23.7%
MAINTENANCE	1,011,117	1,235,495	11,215,594	13,730,179	2,514,585	18.3%	11.0%
ADMINISTRATION	505,824	660,618	5,842,134	6,932,467	1,090,333	15.7%	-6.2%
OTHER OPERATING	140,463	190,643	2,154,192	2,383,036	228,843	9.6%	26.5%
TOTAL O M & A EXPENSES	6,412,401	7,322,164	62,706,289	67,883,605	5,177,316	7.6%	17.9%
NET REVENUES BEFORE DEBT SERVICE	32,454,324	27,620,070	337,291,086	301,119,876	36,171,210	12.0%	7.2%
COMBINED NET DEBT SERVICE	14,262,185	14,400,051	156,872,950	158,357,630	1,484,681	0.9%	20.1%
NET REVENUES AFTER DEBT SERVICE	\$ 18,192,138	\$ 13,220,019	\$ 180,418,137	\$ 142,762,246	\$ 37,655,891	26.4%	-2,0%

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2017 FOR THE MONTH ENDING MAY 31, 2017 AND YEAR-TO-DATE

	_	FY 2017 ACTUAL	;; =			VARIANCE		FY 17 YEAR-TO-DATE % VARIANCE	
Operations	\$	43,494,369		\$	44,837,924		\$	1,343,555	3.0%
Maintenance		11,215,594			13,730,179			2,514,585	18.3%
Administration		5,842,134			6,932,467			1,090,333	15.7%
Other Operating	_	2,154,192	ç-		2,383,036	5 3		228,843	9.6%
Total O M & A	\$	62,706,289		\$	67,883,605		\$	5,177,316	7.6%
Capital Expenditures									
Operations	\$	19,377		\$	218,072			198,695	91.1%
Maintenance		68,856			112,071			43,215	38.6%
Administration	_	44,148	-		71,042			26,894	37.9%
Total Capital Expenditures	\$	132,381		\$	401,185		\$	268,804	67.0%

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 Operations - Comparison of Actual to Budget For the Eleven Months Ending May 31, 2017

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Tall On anti-ma	420 770	460.007	20.045	6.43%
Toll Operations	439,772	469,987 3 546 607	30,215 (497,094)	-14.02%
Image Review	4,043,791	3,546,697	• • •	-14.02% 23.67%
Special Projects	130,781	171,340	40,560	6.39%
Information Technology	3,295,230	3,520,063	224,832	2.97%
E-PASS Service Center	16,587,276	17,095,864	508,588	2.97% 9.18%
Public Outreach/Education	1,851,592	2,038,721	187,129	
Subtotal CFX	26,348,442	26,842,671	494,230	1.84%
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	1,322,037	1,459,450	137,413	9.42%
Airport Plaza	0	0	0	0.00%
Dallas Plaza	1,152,565	1,186,214	33,649	2.84%
East-West Expressway (SR 408)				
ean Plaza	1,170,635	1,258,558	87,923	6.99%
Conway Main Plaza	2,160,449	2,114,070	(46,379)	-2.19%
Pine Hills Plaza	1,389,698	1,483,136	93,438	6.30%
Hiawassee Plaza	1,196,498	1,282,424	85,927	6.70%
Western Expressway (SR 429)				
Independence Plaza	1,145,161	1,282,639	137,478	10.72%
Forest Lake Plaza	1,252,538	1,348,890	96,352	7.14%
Ponkan Plaza	0	30,000	30,000	100.00%
Greeneway Expressway (SR 417)			0.4.700	4.000/
University Plaza	1,260,236	1,285,028	24,792	1.93%
Curry Ford Plaza	1,074,166	1,242,600	168,434	13.55%
Boggy Creek Plaza	1,458,928	1,539,445	80,517	5.23%
John Young Plaza	1,392,633	1,418,465	25,832	1.82%
John Land Apopka (SR 414)	4 400 704	4 000 405	00.044	7.000/
Coral Hills Plaza	1,189,761	1,282,405	92,644	7.22%
Subtotal Toll Facilities	17,165,304	18,213,325	1,048,020	<u>5.75%</u>
Total Operations Expenses	43,513,746	45,055,996	1,542,250	3.42%
Iotal Ohelations Exhenses				



Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the Eleven Months Ending May 31, 2017

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,519,481	1,801,858	282,377	15.67%
Expressway Operations	2,894,820	3,547,000	652,180	18.39%
Routine Maintenance	6,870,149	8,493,392	1,623,243	19.11%
Total Maintenance Expenses	11,284,450	13,842,250	2,557,800	18.48%



Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the Eleven Months Ending May 31, 2017

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	553,460	596,783	43,322	7.26%
Administrative Services	1,781,190	1,969,925	188,735	9.58%
Communications	472,836	599,454	126,619	21.12%
Human Resources	121,197	201,072	79,875	39.72%
Supplier Diversity	189,672	317,422	127,750	40.25%
Accounting	1,139,973	1,307,209	167,236	12.79%
Records Management	278,926	262,626	(16,300)	-6.21%
Construction Administration	45,616	85,316	39,700	46.53%
Procurement	384,783	426,390	41,607	9.76%
Legal	480,070	660,435	180,365	27.31%
Internal Audit	368,900	503,333	134,433	26.71%
525 Magnolia	21,697	23,576	1,880	7.97%
Plans Production	47,963	49,968	2,005	4.01%
and Total Expenses	5,886,282	7,003,509	1,117,227	<u>15.95%</u>
	Administrative Services Communications Human Resources Supplier Diversity Accounting Records Management Construction Administration Procurement Legal Internal Audit 525 Magnolia Plans Production	General Actual Administrative Services 1,781,190 Communications 472,836 Human Resources 121,197 Supplier Diversity 189,672 Accounting 1,139,973 Records Management 278,926 Construction Administration 45,616 Procurement 384,783 Legal 480,070 Internal Audit 368,900 525 Magnolia 21,697 Plans Production 47,963	Actual Budget General 553,460 596,783 Administrative Services 1,781,190 1,969,925 Communications 472,836 599,454 Human Resources 121,197 201,072 Supplier Diversity 189,672 317,422 Accounting 1,139,973 1,307,209 Records Management 278,926 262,626 Construction Administration 45,616 85,316 Procurement 384,783 426,390 Legal 480,070 660,435 Internal Audit 368,900 503,333 525 Magnolia 21,697 23,576 Plans Production 47,963 49,968	Actual Budget Variance General 553,460 596,783 43,322 Administrative Services 1,781,190 1,969,925 188,735 Communications 472,836 599,454 126,619 Human Resources 121,197 201,072 79,875 Supplier Diversity 189,672 317,422 127,750 Accounting 1,139,973 1,307,209 167,236 Records Management 278,926 262,626 (16,300) Construction Administration 45,616 85,316 39,700 Procurement 384,783 426,390 41,607 Legal 480,070 660,435 180,365 Internal Audit 368,900 503,333 134,433 525 Magnolia 21,697 23,576 1,880 Plans Production 47,963 49,968 2,005

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON FOR THE MONTH ENDING MAY 31, 2017 AND YEAR-TO-DATE

a a	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 386,247,467	\$ 358,834,718	\$ 27,412,749	\$ 355,713,202	\$ 315,822,877	\$ 39,890,325	\$ (12,477,576)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	6,689,719	5,204,821	1,484,899	6,582,041	4,533,583	2,048,458	(563,559)
TRANSPONDER SALES	214,007	448,036	(234,029)	144,760	59,633	85,127	(319,156)
OTHER OPERATING	1,369,075	1,294,197	74,878	1,250,036	1,926,917	(676,881)	751,759
INTEREST	4,499,030	2,300,278	2,198,752	3,260,001	1,744,026	1,515,975	682,777
MISCELLANEOUS	978,077	921,432	56,644	986,366	891,631	94,735	(38,091)
TOTAL REVENUES	399,997,376	369,003,482	30,993,894	367,936,406	324,978,667	42,957,739	(11,963,845)
O M & A EXPENSES							
OPERATIONS	43,494,369	44,837,924	1,343,555	35,163,779	39,081,450	3,917,671	(2,574,116)
MAINTENANCE	11,215,594	13,730,179	2,514,585	10,100,666	13,867,456	3,766,790	(1,252,205)
ADMINISTRATION	5,842,134	6,932,467	1,090,333	6,229,885	6,582,956	353,071	737,262
OTHER OPERATING	2,154,192	2,383,036	228,843	1,702,646	2,229,776	527,130	(298,287)
TOTAL O M & A EXPENSES	62,706,289	67,883,605	5,177,316	53,196,976	61,761,638	8,564,662	(3,387,346)
NET REVENUES BEFORE DEBT SERVICE	337,291,086	301,119,876	36,171,210	314,739,430	263,217;029	51,522,401	(15,351,191)
COMBINED NET DEBT SERVICE	156,872,950	158,357,630	1,484,681	130,566,918	130,915,696	(348,778)	1,833,459
NET REVENUES AFTER DEBT SERVICE	\$ 180,418,137	\$ 142,762,246	\$ 37,655,891	\$ 184,172,512	\$ 132,301,333	\$ 51,871,179	\$ (14,215,288)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING MAY 31, 2017 AND YEAR-TO-DATE

	FY 17 MONTH ACTUAL	FY 16 MONTH ACTUAL	FY 16 - 17 SAME MONTH COMPARISON	FY 17 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE ACTUAL	FY 16 - 17 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 37,568,114	\$ 34,481,007	\$ 3,087,107	\$ 386,247,467	\$ 355,713,202	\$ 30,534,265
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	586,347	334,815	251,532	6,689,719	6,582,041	107,678
TRANSPONDER SALES	23,805	22,312	1,493	214,007	144,760	69,247
OTHER OPERATING	149,226	107,740	41,486	1,369,075	1,250,036	119,039
INTEREST	430,632	539,712	(109,080)	4,499,030	3,260,001	1,239,029
MISCELLANEOUS	108,600	86,496	22,104	978,077	986,366	(8,289)
TOTAL REVENUES	38,866,724	35,572,082	3,294,642	399,997,376	367,936,406	32,060,970
OM&AEXPENSES						
OPERATIONS	4,754,996	3,891,355	863,641	43,494,369	35,163,779	8,330,590
MAINTENANCE	1,011,117	841,640	169,477	11,215,594	10,100,666	1,114,928
ADMINISTRATION	505,824	612,980	(107,156)	5,842,134	6,229,885	(387,751)
OTHER OPERATING	140,463	41,752	98,711	2,154,192	1,702,646	451,546
TOTAL O M & A EXPENSES	6,412,401	5,387,727	1,024,674	62,706,289	53,196,976	9,509,313
NET REVENUES BEFORE DEBT SERVICE	32,454,324	30,184,355	2,269,969	337,291,086	314,739,430	22,551,656
COMBINED NET DEBT SERVICE	14,262,185	11,814,351	2,447,834	156,872,950	130,566,918	26,306,032
NET REVENUES AFTER DEBT SERVICE	\$ 18,192,138	\$ 18,370,004	\$ (177,866)	\$ 180,418,137	\$ 184,172,512	\$ (3,754,375)

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

E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY FY 2016/2017 NOTEWORTHY ACHIEVEMENTS

CUSTOMER FOCUS

Customer First Toll Policy

CFX reevaluated the toll policy, and on February 9, 2017, decided to cancel a 15% electronic toll rate increase scheduled for July 1, 2017. Today's toll policy balances future annual toll rate adjustments with the Agency's mission of being customer focused and fiscally accountable.

Customer Discounts

When the I-4 Ultimate construction began to ramp up, CFX expressed a desire to help Central Floridians that need to drive their car on a regular basis. The Board decided to give additional volume discounts during I-4 construction for those that choose the beltway as an alternative. Customers received **\$5.4 million** in Beltway discounts over the past fiscal year. E-PASS customers also received **\$11 million** in system-wide loyalty discounts over the last 12 months.

Reload Lanes

The first *Reload* lanes were open in May, 2016 on SR 408 at the Conway Plaza. CFX added *Reload* lanes to SR 417 at the John Young Plaza and to SR 429 at the Forest Lake Plaza in the spring of 2017. Customers can drive through *Reload* lanes to get a free E-PASS or reload their E-PASS account with a cash, credit or debit card. The *Reload* lane is the first of its kind in the continental United States and is designed to make it easy for cash preferred customers to pay the lower E-PASS toll rate and receive loyalty discounts.

Call Center Improvements

Call Center renovations were completed in the fall of 2016. The project included additional capacity for customer service representatives, technology that improves the routing of calls, software that facilitates prompt management assistance to customer service representatives and a system that monitors call wait times and backlog on a real time basis. These improvements have enabled the call center to consistently answer customer calls in less than a minute!

Customer Opinion Survey

The overall satisfaction rate of CFX customers is 97%, the highest overall satisfaction rate in the history of the agency! 96% are satisfied with the service they receive, 91% say toll collectors are friendly and 94% would recommend E-PASS to others.

COMMUNITY SUPPORT

Public School Buses

The CFX public school bus rebate program saved Central Florida schools **\$266,000** in FY 2016/2017.

College Toll Stickers

CFX introduced GatorPass, KnightPass and NolePass toll stickers in the fall of 2016. Fans can drive with pride with a customized Gator, Knight or Seminole toll sticker mounted on their car windshield. The college stickers receive the same discounts and benefits exclusive to E-PASS customers and are accepted on all toll roads throughout Florida, Georgia and North Carolina.

Transportation Education

CFX regularly works with chamber and economic development groups on mobility initiatives and educational opportunities. CFX also makes regular presentations throughout the community on a variety of transportation topics. The CFX team works with regional schools, K-12 to Universities on transportation issues such as safety, projects and opportunities in the engineering fields.

REGIONAL INITIATIVES

5-Year Work Plan

CFX adopted a record breaking \$1.6 billion regional 5-Year Work Plan. The Plan includes the completion of CFX portions of the Wekiva Parkway, \$230 million for the I-4/SR408 interchange, construction of the SR 528/Innovation Way interchange and many widening and interchange improvements throughout the system. The projects support over 11,000 jobs across the Central Florida region.

Osceola County

CFX began working with Osceola County and the Osceola County Expressway Authority to study Osceola County's proposed toll facilities to determine each project's viability. Projects will be moved to the next stage of development and added to the next proposed Work Plan if they are determined to be viable. All studies are underway and should be completed in early 2018.

Multimodal Investment Assessment

CFX adopted its first Multimodal Policy in March, 2017 based on the Center for Urban Transportation Research Multimodal Investment Assessment Report. The policy statement recommends funding or partnering on multimodal initiatives where revenue generated from the investment equals the project cost or where toll user benefits are equal to or exceed the project cost. Candidate projects must comply with CFX's Master Bond Resolution and CFX enabling legislation.

Brevard County

HB 299 expanded CFX's regional network to include Brevard County, effective July 1, 2017. The bill was sponsored by Rep. Tom Goodson (R-Cocoa) and Sen. Debbie Mayfield (R-Vero Beach). Brevard County Commissioner Jim Barfield is joining the CFX board as its 10th member.

E-PASS Visibility and Outreach

In April, 2016, CFX adopted a Visibility and Outreach Plan to increase community awareness of our E-PASS brand and benefits. The program launched with approximately 289,000 E-PASS accounts and 518,000 transponders. In the past 15

months, there has been a 20% increase in accounts (347,385 with 622,837 transponders); outpacing the goal of the adopted strategic plan of a 25% increase over 5 years.

FINANCIAL RESPONSIBILITY

Transactions Realize Savings

2016B Refunding bonds were sold via negotiated sale on September 22, 2016. CFX advance refunded portions of the 2007A, 2010A, 2010B and 2010C bonds totaling \$627 million. CFX also renegotiated our 2010C bonds which were issued in the form of a bank loan. CFX realized a total gross savings of **\$103 million** from the refunding and renegotiation, or **\$74.4 million** on a net present value basis. Moody's rating agency also improved CFX's outlook from stable to positive.

FDOT Debt Repayment

CFX prepaid the entire balance of long term debt under the lease purchase agreement between CFX and the Florida Department of Transportation. The \$151 million prepayment was made in October of 2016.

ACHIEVEMENTS IN TECHNOLOGY

IBTTA Toll Excellence Award

CFX won the 2016 IBTTA Toll Excellence Award for its Wrong Way Driving Detection and Prevention Program. The system-wide installation of the Wrong Way Driving Program was completed in FY 2016/2017. The University of Central Florida and CFX have pending patents on this outstanding system that gets the attention of the confused driver so that they turn around before entering the system the wrong way.

CFX Website

The CFX website was updated in September 2016 to make the website easier to navigate for our customers.

Incident Management Initiative

CFX partnered with other transportation agencies in Central Florida to invest in incident management equipment that uses laser technology to speed up law enforcement processing of serious incidents on our roadways. The equipment allows roadway incidents to be cleared faster, greatly reducing prolonged congestion and the risk of secondary accidents.

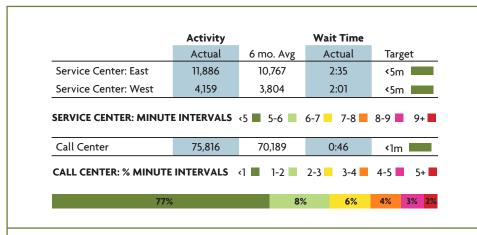


PERFORMANCE DASHBOARD

MAY 2017

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE



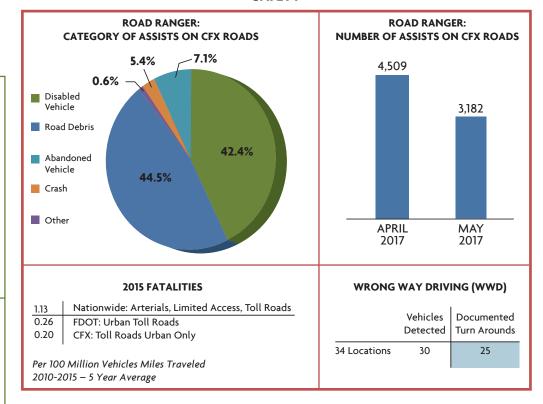
AVERA	AVERAGE SPEED: PEAK DIRECTION		AM Peak (6-9)	PM Peak (4-7)
		mph	Avg mph	Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	54	51
SR 417	Int'l Dr. to Seminole Co. Line	55-70	65	62
SR 528	Sand Lake Rd. to SR 520	70	64	64
SR 429	Seidel Rd. to SR 414	70	67	66
SR 451	SR 429 to US 441	65	61	65
SR 414	US 441 to US 441	65	63	64

LEGEND: <10 11 -20 >/= 21

MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.3	\$28.0	78%	93%	
SR 429 Systems Interchange	\$81.6	\$54.5	67%	69%	
SR 429, US 441 to North of Ponkan Rd.	\$56.5	\$51.3	91%	93%	
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.6	\$46.0	99%	100%	
SR 453, Lake County Line to SR 46	\$49.2	\$30.4	62%	65%	
SR 528/Innovation Way Interchange	\$61.5	\$43.0	70%	51%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$19.0	49%	52%	
LEGEND: Spent vs. Time <10 11-20 >/= 2	1		1		

SAFETY

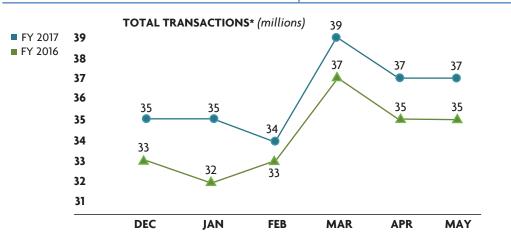


FINANCIALS

FINANCIALS			
FY to Date	Actual	Budget	VAR
Total Revenue	\$400.0	\$369.0	8%
OM&A Expenses	\$62.7	\$67.9	8%
Net Revenue	\$180.4	\$142.8	26%

DER I SEKVICE		
Year to Date	Actual	Budget
Senior Lien	2.11	1.98
Subordinate Lien	1.81	1.70

DEDT CEDVICE





PERFORMANCE DASHBOARD APRIL 2017

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

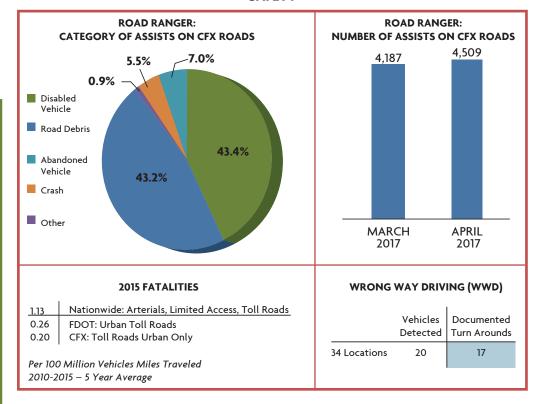
	Activity		Wait Time			
	Actual	6 mo. Avg	Actual	Target		
Service Center: East	10,667	10,267	2:16	<5m ■		
Service Center: West	3,731	3,540	1:44	<5m ■		
SERVICE CENTER: MINUTE INTERVALS <5 ■ 5-6 ■ 6-7 ■ 7-8 ■ 8-9 ■ 9+■						
	LINTERVALS	\5 <u> </u>	0-/ /-0	8-9 9+		
Call Center	67,426	68,238	0:25	8-9 ■ 9+		
	67,426	68,238				

AVERA	AVERAGE SPEED: PEAK DIRECTION		AM Peak (6-9)	PM Peak (4-7)
		mph	Avg mph	Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	53	51
SR 417	Int'l Dr. to Seminole Co. Line	55-70	65	61
SR 528	Sand Lake Rd. to SR 520	70	64	65
SR 429	Seidel Rd. to SR 414	70	66	66
SR 451	SR 429 to US 441	65	61	65
SR 414	US 441 to US 441	65	62	64
LEGEND:	<10 11 -20 >/= 21			

MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.3	\$27.0	74%	88%	
SR 429 Systems Interchange	\$81.4	\$51.0	63%	65%	
SR 429, US 441 to North of Ponkan Rd.	\$56.5	\$48.7	86%	89%	
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.6	\$45.0	96%	96%	
SR 453, Lake County Line to SR 46	\$49.2	\$25.3	51%	60%	
SR 528/Innovation Way Interchange	\$61.4	\$40.1	65%	47%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$16.1	42%	47%	
LEGEND: Spent vs. Time <10 11-20 >/= 2	1				

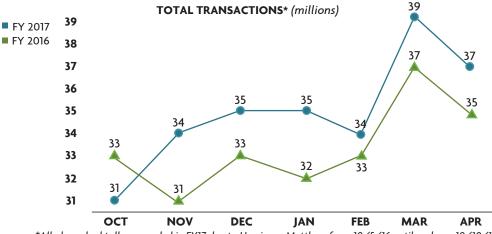
SAFETY



FINANCIALS

FINANCIALS			
FY to Date	Actual	Budget	VAR
Total Revenue	\$361.1	\$334.1	8%
OM&A Expenses	\$56.3	\$60.6	7%
Net Revenue	\$162.2	\$129.5	25%

DEBT SERVICE		
Year to Date	Actual	Budget
Senior Lien	2.09	1.98
Subordinate Lien	1.80	1.70



*All plazas had tolls suspended in FY17 due to Hurricane Matthew from 10/5/16 until early on 10/10/16.

F. 1.

REVISIONS TO BOARD RULES AND COMMITTEE CHARTERS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

Laura Kelley, CFX Executive Director

Joseph L. Passiatore, General Counsel

DATE:

July 5, 2017

SUBJECT:

Amendments to Board Rules of Procedure and Committee Charters

Attached please find the amendments to the Board's Rules of Procedure for Board Meetings and to the charters for CFX standing committees which are necessary to implement the recently passed state legislation expanding the governing board to include a representative from the Brevard County Commission.

JLP/ml

Attached: Resolution and Amended Rules

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

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

WHEREAS, in the 2017 legislative session the Florida Legislature adopted Senate Bill 720 which expanded the CFX governing Board to include an appointee from the Brevard County Commission; and

WHEREAS, the governing Board of the CFX wishes to amend its previously adopted Rules of Procedure to be consistent with the state legislation.

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

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

Section 2. <u>EFFECTIVE DATE</u>. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

Jan. - 6 Ind. - 2017

ADOPTED this day of Ju	19, 2017.
	Buddy Dyer CFX Board Chairman
ATTEST:	CFA Board Chairman
Darleen Mazzillo Executive Assistant	
	Approved as to form and legality
	Joseph L. Passiatore General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RULES OF PROCEDURE FOR BOARD MEETINGS

Part I - General

- 1-1.001 Organization. Pursuant to Section 348.754(2)(m), Florida Statutes, these Rules of Procedure are approved by the governing Board of the Central Florida Expressway Authority (the "Board") and shall govern all proceedings of the Board except to the extent they may be inconsistent with Florida law in which case Florida law shall govern.
- Purpose. The purpose of these Rules is to provide for the smooth and orderly functioning of the business of the Board of the Central Florida Expressway Authority and to facilitate an open exchange of ideas among Board members and between Board members and the public. Board members shall at all times observe and comply with the provisions of Florida's Government in the Sunshine Law, s. 286.011 Florida Statutes.

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

1-1.003 Definitions.

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

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

2. Board shall mean the governing body of the Authority, consisting of ten (10) nine (9) members in accordance with Section 348.753(3), Florida Statutes 2017.

- 3. Chairman shall mean the member of the Board elected by the Board to serve as Chairman. The Chairman shall be the presiding officer at all meetings of the Authority except that in the Chairman's absence, the Vice Chairman shall preside. The Chairman shall have all rights and privileges while he/she is presiding (e.g. the right to make motions, second motions, speak and vote), without relinquishing the chair.
- 4. Vice-Chairman shall mean the member of the Board elected by the Board to serve as Vice-Chairman. The Vice-Chairman shall preside at all meetings when the Chairman is not present or unable to serve.
- 5. The Treasurer shall mean the member of the board elected by the Board to serve as Treasurer. The Treasurer shall give a report each meeting as to the expenditures of the Authority.
- 6. The Executive Director of Florida Turnpike Enterprise is a non-voting advisor to the Board.
- 7. Executive Assistant shall be an employee of the Authority to assist in the preparation and execution of documents and records.
- 1-1.004 <u>Membership & Terms of Office</u>. Membership and terms on the Board shall be as prescribed by Section 348.753(3) Florida Statutes.

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

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

1-1.005 Officers - Term of Officers. Officers for the position of Chairman, Vice-Chairman and Treasurer shall be elected by nomination and majority vote annually at the regular meeting held in January.

1-1.006 Meetings.

Regular Meetings

The Board shall meet once each month, on the second Thursday of the month at 9:00 a.m. so long as there is business to conduct. All regular

meetings shall be held at the Authority's offices at 4974 ORL Tower Road, Orlando, Florida 32807. The date, time and place of meetings may be changed by the Board from time to time provided the notice requirements set forth below have been satisfied.

Special and Emergency Meetings

Special and Emergency Meetings may be called by (1) the Chairman at his/her discretion or (2) in the absence or incapacity of the Chairman by the Vice Chairman or (3) by any $\underline{\text{six } (6)}$ five (5) or more Board members during a Board meeting or (4) at the discretion of the Executive Director upon a request from a Board member.

1-1.007 <u>Notice</u>.

1. Notice Required for Regular and Special Meetings or Hearings

- A. Written notice of regular and special meetings or hearings shall be electronically mailed to each Board member at least seven (7) days prior to the meeting date. A copy of such notice shall be prominently displayed in the Authority offices and shall also be given by the Authority to the appropriate persons at Orange County, Lake County, Osceola County, Seminole County, Brevard County and at the City of Orlando to be displayed in a prominent place in the various County Administration Buildings and at Orlando City Hall at least seven (7) days prior to the meeting. In addition, notices shall be electronically mailed to all persons who, at least fourteen (14) days prior to such mailing, have requested advance notice of Authority proceedings.
- B. In addition, pursuant to Section 189.015, Florida Statutes, the Authority shall publish a schedule of its regular meetings which shall be filed in January of each year with Orange, Lake, Osceola, Seminole, Brevard Counties and the City of Orlando. The schedule shall be published annually in January in a newspaper of general paid circulation in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall appear in a newspaper that is published at least five (5) days a week and be one of general interest and readership in the community and not one of limited subject matter.

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

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

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

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

3. Notice for Emergency Meetings or Emergency Hearings

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

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

Advance Preparation Required

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

2. Agenda Items

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

reminder via electronic mail of the deadline date for the agenda items.

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

Form of Agenda

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

DATE, TIME AND PLACE OF MEETING LOCATION

- (1) Call to order
- (2) Public Comment
- (3) Review and approval of Minutes of Preceding Meeting
- (4) Approval of Consent Agenda
- (5) Chairman's Report
- (6) Treasurer's Report
- (7) Executive Director's Report
- (8) Regular Agenda: Separate Motion
- (9) Board member Comment

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

1-1.009 Authority Board Meeting Minutes.

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

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

1-1.010 Quorum and Voting.

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

- A. Voice Votes; Roll Call Votes. Except as provided otherwise in this Section, all votes shall be taken by an "aye" or "no" vote (voice vote) unless it is determined by the Chairman or a Board member that a roll call vote would be in order.
- 1. A Roll call vote shall be taken by alphabetical order, with the Chairman voting last.
- 2. When a roll call vote is called, after the Chairman has made clear the motion, the Executive Assistant shall be directed to call the roll; no member shall be entitled to speak on the motion, nor shall any motion be in order until such roll call is completed and the result announced by the Chairman.
- B. Proper Voting. All voice votes shall be taken requesting those in favor to say "aye" and those opposed to say "no." A vote requesting those in favor to say "aye" and those opposed "like sign" (meaning "aye") shall not be used.

- C. Regardless of the number of Board members voting, an affirmative vote of five (5) six (6) members of the Board shall be required to pass any agenda item, F.S. 348.753(4)(a).
- D. Abstentions. Neither the Chairman nor any other Board member who is present at any meeting of the Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling, or act, and a vote shall be recorded for each such Board member present, except when, with respect to any such member, there is or appears to be a possible conflict of interest, in which case the Board member shall comply with Section 112.3143 of Florida Statutes or other applicable law.

1-1.011 Public Comment.

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

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

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

1-1.012 Committees of the Board.

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

Part II - Motions

1-1.013 <u>Motions To Be Stated by the Chairman.</u>

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

1-1.014 Main Motion.

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

1-1.015 Motion to Amend.

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

- A. By consent of the members. The Chairman, or another member through the Chairman, may ask if certain changes may be made to the motion. If there are no objections from the members, the motion will stand as changed (amended). If there are no objections, the second shall remain. ("No objection" implies that the person seconding the motion agrees.) The main motion shall then be as it was changed (or amended by general consent). If there is an objection from any member, a second to the amendment shall be required and a vote taken. There may be discussion to the amendment at that time, and an affirmative vote of six five members shall be required to pass the amendment.
- B. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way (e.g., insert, add words or paragraph, strike out words or paragraph, or strike out and insert words or paragraphs). If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes by an affirmative vote of six five members, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

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

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

1-1.017 Motion to Reconsider.

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

1-1.018 Motion to Rescind.

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

1-1.019 Point of Order.

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

1-1.020 Recess.

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

Part III - Amendment, Review and Effective Date

1-1.021 Robert's Rules.

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

1-1.022 Amendments and Revisions.

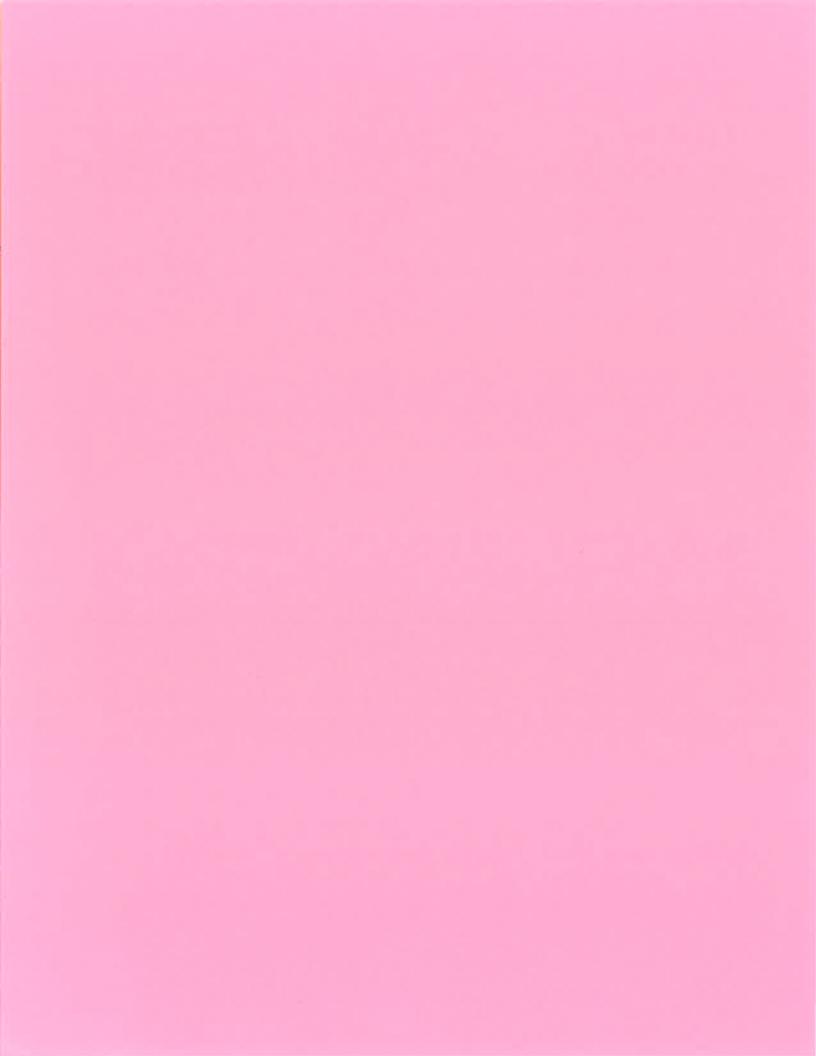
These rules may be amended or revised by an affirmative vote of $\underline{\text{six }(6)}$ five (5) or more members of the Board at a regular or special meeting.

1-1.023 <u>Review</u>.

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

1-1.024 <u>Effective Date, Repeal and Codification</u>.

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



A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS FINANCE COMMITTEE CHARTER

TO ADD AN APPOINTEE FROM THE BREVARD COUNTY COMMISSIONCITIZEN REPRESENTATIVES

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola, and Seminole and Brevard counties; and

WHEREAS, CFX previously adopted a policy creating the Finance Committee and its Charter; and

WHEREAS, in the 2017 legislative session the Florida Legislature adopted Senate Bill 720 which expanded the CFX governing Board to include an appointee from the Brevard County Commission; and

WHEREAS, the governing Board wishes to amend its previously adopted Finance Committee Charter to be consistent with the state legislation.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1.

The Finance Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;

- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
- 6.7.Up to three (3) citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have financial management expertise in governmental accounting and experience in public finance.

Section 2. <u>Chairman Selection</u>. The Finance Committee will be chaired on an annual, rotating basis beginning September 1, 201711, 2014, in the following order <u>(current 2016-17 term remains in effect)</u>:

Current	_Lake County Representative
2017-2018	One of Citizen Representatives
2018-2019	Orange County Representative
2019-2020	Brevard County Representative
2020-2021	Seminole County Representative
2021-2022	_City of Orlando Representative
2022-2023	Osceola County Representative

The Finance Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight seven members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

- Section 4. The revised Charter is adopted in its entirety as Exhibit "A".
- Section 5. This Resolution shall become effective upon adoption.

ADOPTED this day of <u>July</u>	<u>y April</u> 201 <u>7</u> 6.
ATTEST:	Buddy DyerWelton G. Cadwel CFX Chairman
Darleen Mazzillo Executive Assistant	Approved as to form and legality:
	Joseph L. Passiatore General Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD FINANCE COMMITTEE CHARTER

PURPOSE

The Finance Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing financial and budgetary oversight and guidance.

RESPONSIBILITIES

The Finance Committee is responsible for conducting reviews and associated recommendations to the Board regarding capital budgeting, debt structure and issuance, liquidity, credit management, financial forecasting and interest rate risk management.

ORGANIZATION

The Finance Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 5.6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
- 6.7.Up to three (3) citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have financial management expertise in governmental accounting and experience in public finance.

CHAIRMAN SELECTION

The Finance Committee will be chaired on an annual, rotating basis beginning September 1, 2017 11, 2014, in the following order (current 2016-17 term remains in effect):

Current	Lake County Representative
2017-2018	One of Citizen Representatives
2018-2019	Orange County Representative
2019-2020	Brevard County Representative
2020-2021	Seminole County Representative
2021-2022	_City of Orlando Representative
2022-2023	Osceola County Representative

The Finance Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

SUPPORT STAFF

The Central Florida Expressway Authority Chief Financial Officer shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

MEETINGS

The Finance Committee shall meet as required to review financial and budgetary matters and provide guidance to Authority staff and consultants. Meetings may be called by the Executive Director, Chief Financial Officer or the Finance Committee Chair.

Public notice shall be provided in accordance with state law.

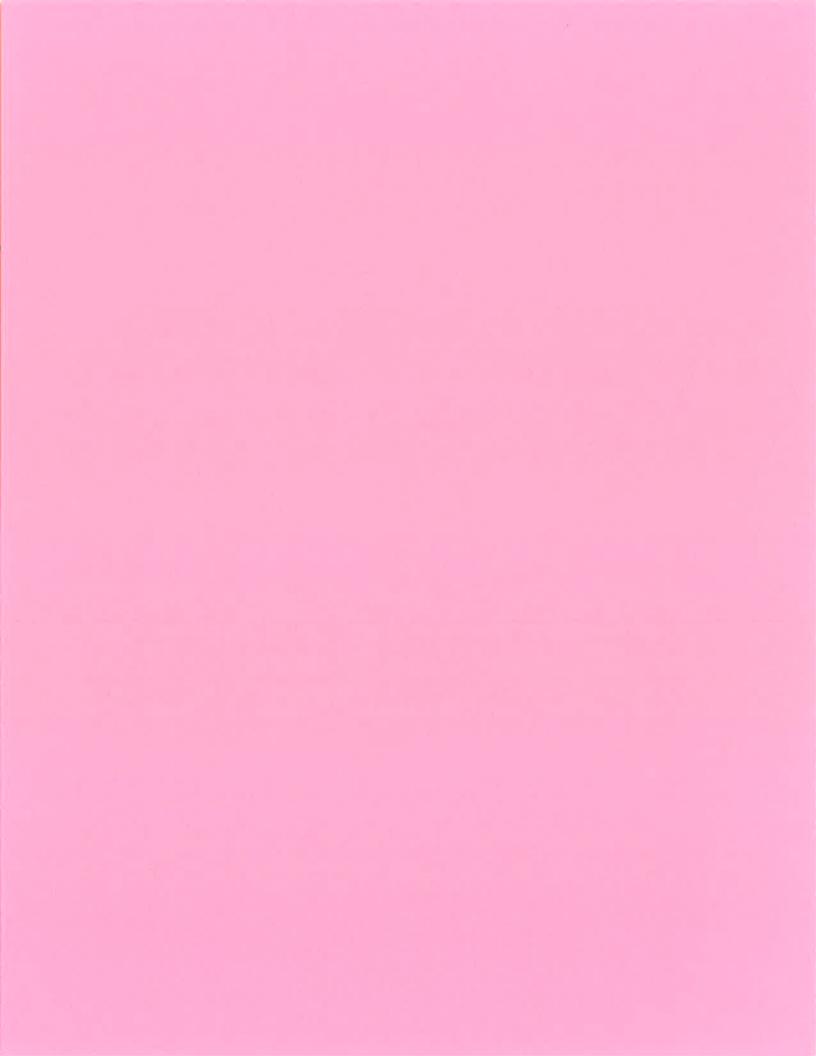
An agenda will be prepared by the Executive Director and the Chief Financial Officer and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for financial and budgetary actions shall be submitted to the Board for approval. Draft committee meeting minutes and any other Committee actions shall be submitted to the Authority Board for information and/or approval.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of <u>nine eight</u> members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of <u>eightseven</u> members and a quorum shall be five members present. If only one

appointment is made the Committee shall consist of <u>seven six</u> members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.



A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS AUDIT COMMITTEE CHARTER

TO ADD AN APPOINTEE FROM THE BREVARD COUNTY COMMISSIONCITIZEN REPRESENTATIVES

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola, and Seminole and Brevard counties; and

WHEREAS, CFX previously adopted a policy creating the Audit Committee and its Charter; and

WHEREAS, in the 2017 legislative session the Florida Legislature adopted Senate Bill 720 which expanded the CFX governing Board to include an appointee from the Brevard County Commission; and

WHEREAS, the governing Board wishes to <u>amend its previously adopted Audit</u> Committee Charter to be consistent with the state legislation.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1. The Audit Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

- 5.6.Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
- 6.7.Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed.

One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made. Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports.

Section 2. <u>Chairman selection</u>. The Audit Committee will be chaired on an annual, rotating basis beginning September 1, 2017 11, 2014, in the following order <u>(current 2016-17 term remains in effect)</u>:

Current	Seminole County Representative
2017-2018	Osceola County Representative
2018-2019	One of Citizen Representatives
2019-2020	Lake County Representative
2020-2021	City of Orlando Representative
2021-2022	Brevard County Representative
2022-2023	Orange County Representative

The Audit Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight seven members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Section 4. The revised Charter is adopted in its entirety as Exhibit "A".

Section 5. This Resolution shall become effective upon adoption.

ADOPTED this day of J	<u>шу Арғн</u> 201 <u>7</u> ө.
	Welton G. CadwellBuddy Dye CFX Board Chairman
ATTEST:	
Darleen Mazzillo Executive Assistant	Approved as to form and legality:
	Joseph L. Passiatore
	General Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD AUDIT COMMITTEE CHARTER

PURPOSE

The Audit Committee's primary function is to assist the Authority Board in fulfilling its oversight responsibilities by reviewing the financial information, systems of internal control which Management has established, the audit process, the process for monitoring compliance with laws and regulations and the Code of Ethics. In doing so, it is the responsibility of the Audit Committee to provide an open avenue of communication between the Authority Board, Management, the Internal Auditor, and external auditors. The Audit Committee is provided specific authority to make recommendations to the Chief Financial Officer, the Executive Director and the Authority Board.

ORGANIZATION

The Audit Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
- 5.6.Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
- 6.7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports.

CHAIRMAN SELECTION

The Audit Committee will be chaired on an annual, rotating basis beginning September 1, 2017 11, 2014, in the following order (current 2016-17 term remains in effect):

Current	_Seminole County Representative
2017-2018	Osceola County Representative
2018-2019	One of Citizen Representatives
2019-2020	Lake County Representative
2020-2021	_City of Orlando Representative
2021-2022	Brevard County Representative
2022-2023	Orange County Representative

The Audit Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

SUPPORT STAFF

The Internal Audit Director and the external auditors shall have direct and independent access to the Audit Committee and individually to members of the Audit Committee. The Committee shall have unrestricted access to employees and relevant information. The Committee may retain independent counsel, accountants or others to assist in the conduct of its responsibilities, subject to the Authority's procurement policy.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of <u>nine eight</u> members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of <u>eight seven</u> members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of <u>seven six</u> members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

MEETINGS

The Audit Committee shall meet at least quarterly. Meetings may be called by the Authority Board Chairman, the Audit Committee Chair, or any two Committee members. Public notice shall be provided in accordance with State law.

The agenda will be prepared by the Internal Audit Director and approved by the Chair and provided in advance to members, along with appropriate briefing materials. In the absence of any objection, the Chair or any Committee member may add or subtract agenda items at a meeting. In the event of objection, a majority vote shall decide.

The Committee meeting minutes and any Committee recommendations shall be submitted to the Authority Board for consideration.

RESPONSIBILITIES

Financial Reporting Oversight

- 1. Review with Management and the external auditors:
 - The annual financial statements and related footnotes;
 - The external auditors' audit of the financial statements and their report;
 - Management's representations and responsibilities for the financial statements;
 - Any significant changes required in the audit plan;
 - Information from the external auditors regarding their independence;
 - Any difficulties or disputes with Management encountered during the audit;
 - The organization's accounting principles;
 - All matters required to be communicated to the Committee under generally accepted auditing standards.
- 2. Review with Management, the Authority's financial performance on a regular basis.

Internal Control and Risk Assessment

- 3. Review with Management the effectiveness of the internal control system, including information technology security and control.
- 4. Review with Management the effectiveness of the process for assessing significant risks or exposures and the steps Management has taken to monitor and control such risks.
- 5. Review any significant findings and recommendations of the Internal Auditor and external auditors together with Management's responses, including the timetable for implementation of recommendations to correct any weaknesses.

Compliance

6. Review with Management the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.

Code of Ethics

- 7. Review with Management and monitor adequacy, administration, and compliance with the Authority's Code of Ethics.
- 8. Review the procedures for the anonymous and confidential submission of complaints and concerns regarding matters such as accounting, internal controls, auditing, waste, abuse, fraud, conflicts of interest, or other Code of Ethics violations.

Internal Audit

- 9. Recommend to the Board the appointment or removal of the Internal Audit Director.
- 10. Review and approve the annual internal audit plan and all major changes to the plan.
- 11. Review the internal audit budget and submit to the Finance Committee.
- 12. Review and approve the Internal Audit Department Charter.
- 13. Review internal audit reports and recommend transmittal and acceptance of the audit for filing with the governing Board which shall be accomplished by separate item on the Consent Agenda at a regularly scheduled meeting.
- 14. Review annually the performance of the Internal Audit Director.
- 15. Review annually the effectiveness of the internal audit function.

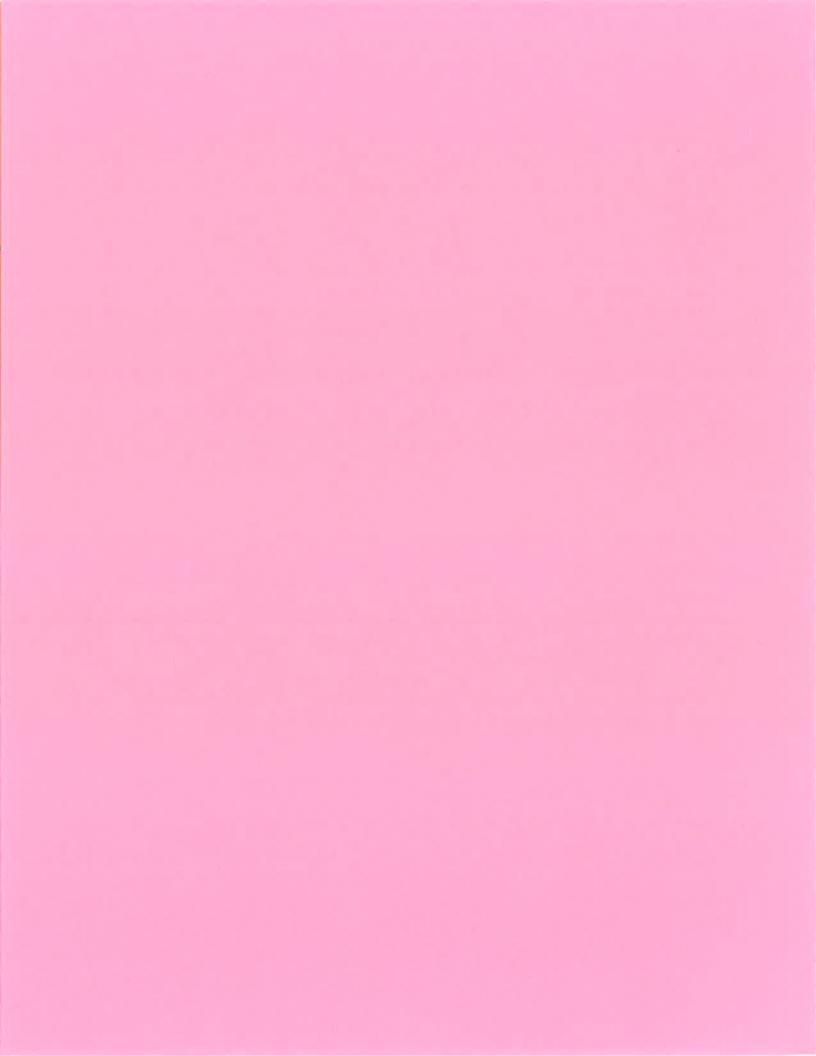
External Audit

16. Appoint an Audit Committee Member to serve on the Selection Committee for all external audit services.

- 17. Recommend to the Authority Board the external auditors to be appointed and the related compensation.
- 18. Review and approve the discharge of the external auditors.
- 19. Review the scope and approach of the annual audit with the external auditors.
- 20. Approve all non-audit services provided by the external auditors.

Other Authority and Responsibilities

- 21. Conduct other activities as requested by the Authority Board.
- 22. Conduct or authorize investigations into any matter within the Committee's scope of responsibilities.
- 23. Address any disagreements between Management and the Internal Auditor or external auditors.
- 24. Annually evaluate the Committee's and individual member's performance.
- 25. Review the Committee's formal Charter annually and update as needed.
- 26. Confirm annually that all responsibilities outlined in this Charter have been carried out.



A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS OPERATIONS COMMITTEE CHARTER TO ADD AN APPOINTEE FROM THE BREVARD COUNTY COMMISSIONCITIZEN REPRESENTATIVES

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola, and Seminole and Brevard counties; and

WHEREAS, CFX previously adopted a policy creating the Operations Committee and its Charter; and

WHEREAS, in the 2017 legislative session the Florida Legislature adopted Senate Bill 720 which expanded the CFX governing Board to include an appointee from the Brevard County Commission; and

WHEREAS, the governing Board wishes to amend its previously adopted Operations Committee Charter to be consistent with the state legislation.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1.

The Operations Committee shall be composed of the following voting members:

- Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;

- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
- 6.7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have operations and management experience.

Section 2. Chairman Selection: The Operations Committee will be chaired on an annual, rotating basis beginning September 1, 2017 11, 2014, in the following order (current 2016-17 term remains in effect):

Current	One of Citizen Representatives
2017-2018	Lake County Representative
2018-2019	Osceola County Representative
2019-2020	Orange County Representative
2020-2021	Brevard County Representative
2021-2022	Seminole County Representative
2022-2023	City of Orlando Representative

The Operations Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight seven members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Section 4. The revised Charter is adopted in its entirety as Exhibit "A".

Section 5. This Resolution shall become effective upon adoption.

ADOPTED thisday of <u>July 2</u>	017.April 2016.
	Buddy DyerWelton G. Cadwell CFX Chairman
ATTEST:	
Darleen Mazzillo	
Executive Assistant	
	Approved as to form and legality
	Joseph L. Passiatore
	General Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD OPERATIONS COMMITTEE CHARTER

PURPOSE

The Operations Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by reviewing operational information, toll collection and violation processing functions, and established agency performance indicators to monitor agency operations. The Operations Committee has the specific responsibility and authority to make recommendations to the Executive Director and the Authority Board regarding operational issues.

RESPONSIBILITIES

- 1. Review with Management:
 - Toll revenue collection results;
 - Toll violation reports;
 - Any proposed changes to operational policies;
 - Any proposed change to the Authority Operational Business Rules;
 - Any additions or changes to Authority interoperability agreements with other agencies.
- 2. Review with management the Authority's annual operational performance as reported by the FTC Transportation Authority Monitoring and Oversight report.
- 3. Review with management the results of the bi-annual customer service survey.
- 4. Review with management the performance of the toll collection and back office staffing of consultants.
- 5. Conduct other operational activities as requested by the Authority Board.

ORGANIZATION

The Operations Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.

6.7.Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have operations and management experience.

CHAIRMAN SELECTION

The Operations Committee will be chaired on an annual, rotating basis beginning September 1, 2017 11, 2014, in the following order (current 2016-17 term remains in effect):

Current	One of Citizen Representatives
2017-2018	Lake County Representative
2018-2019	Osceola County Representative
2019-2020	Orange County Representative
<u>2020-2021</u>	Brevard County Representative
2021-2022	Seminole County Representative
2022-2023	_City of Orlando Representative

The Operations Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

MEETINGS

The Operations Committee shall meet as required to adequately fulfill Committee responsibilities. Meetings may be called by the Executive Director, the Authority Board Chairman, and/or the Operations Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and provided in advance to members, along with appropriate briefing materials.

The draft Committee meeting minutes and Committee recommendations shall be submitted to the Authority Board for information and/or approval as required.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eightseven members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven six members and a quorum shall be four members present. In order for any action or recommendation to pass there

must be a majority affirmative vote of the quorum based on the then current composition of the Committee.		



Resolution No.: 20176 – (Supersedes Resolution 2016-3585-344)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS RIGHT OF WAY COMMITTEE CHARTER

TO ADD AN APPOINTEE FROM THE BREVARD COUNTY COMMISSION CITIZEN REPRESENTATIVES

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola, and Seminole and Brevard counties; and

WHEREAS, CFX possesses the power of eminent domain in order to acquire real property to expand and operate the expressway system; and

WHEREAS, CFX has created a Right of Way Committee to advise its Board on all real property acquisition and disposition matters to come before its Board;

WHEREAS, in the 2017 legislative session the Florida Legislature adopted Senate Bill 720 which expanded the CFX governing Board to include an appointee from the Brevard County Commission; and

WHEREAS, the governing Board wishes to amend its previously adopted Right of Way Committee Charter to be consistent with the state legislation.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1: The Right of Way Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County

- Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
- 6.7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

Section 2. <u>Chairman Selection</u>. The Right of Way Committee will be chaired on an annual, rotating basis beginning on September <u>1, 2017</u><u>11, 2014</u>, in the following order <u>(current 2016-17 term remains in effect)</u>:

Current	Orange County Representative
2017-2018	_City of Orlando Representative
2018-2019	Seminole County Representative
2019-2020	One of Citizen Representatives
2020-2021	Osceola County Representative
2021-2022	Lake County Representative
2022-2023	Brevard County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of <u>nine eight</u> members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of <u>eightseven</u> members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of <u>seven six</u> members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

- Section 4. The revised Charter is adopted in its entirety as Exhibit "A".
- Section 5. This Resolution shall become effective upon adoption.

ADOPTED thisday of July	y 2017 April 2016.
ATTEST:	Buddy DyerWelton G. Cadwell CFX Chairman
Darleen Mazzillo Executive Assistant	Approved as to form and legality:
	Joseph L. Passiatore General Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD RIGHT OF WAY COMMITTEE CHARTER

PURPOSE

The Right of Way Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing oversight and control of the property acquisition and disposition process.

The Right of Way Committee shall oversee and assist the Central Florida Expressway Authority right of way activities. Delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached.

RESPONSIBILITIES

The Right of Way Committee is responsible for conducting reviews and associated recommendations to the Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.

ORGANIZATION

The Right of Way Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.

7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

CHAIRMAN SELECTION

The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 1, 201711, 2014, in the following order (current 2016-17 term remains in effect):

Current	Orange County Representative
2017-2018	City of Orlando Representative
2018-2019	Seminole County Representative
2019-2020	One of Citizen Representatives
2020-2021	Osceola County Representative
2021-2022	Lake County Representative
2022-2023	Brevard County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

SUPPORT STAFF

The Central Florida Expressway Authority General Counsel's office and Right of Way Counsel shall serve as advisors to the Committee. The Authority General Counsel's office shall provide support to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

CONDUCT OF BUSINESS

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

MEETINGS

The Right of Way Committee shall meet as required to review negotiations and provide guidance to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director, General Counsel or the Right of Way Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by General Counsel and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for right of way acquisition and disposition shall be submitted to the Board for approval. Draft Committee meeting minutes and any other Committee recommendations shall be submitted to the Authority Board for information and/or approval.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of <u>nine</u> eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of <u>eightseven</u> members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of <u>sevensix</u>—members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

F. 2. EXECUTIVE ASSISTANT APPOINTMENT

THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

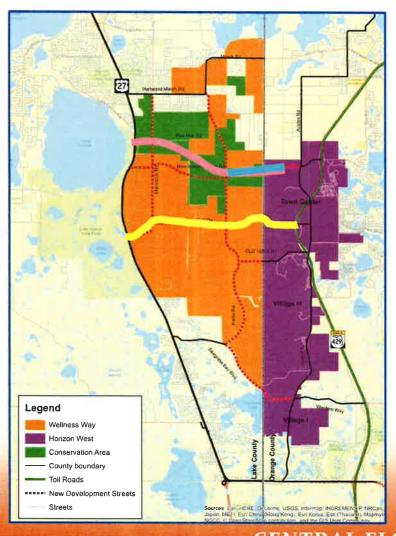
F. 3.

APPROVAL OF LAKE / ORANGE CONNECTOR FEASIBILITY AND PROJECT DEVELOPMENT STUDY (US 27 TO SR 429)



CORRIDOR HISTORY

- Previous Master Plans (2025, 2030, and 2035)
- SR 408 Western Extension (2002 Study)
- Wellness Way Corridor Feasibility Study (Orange/Lake Parkway Partners LLC in 2013)
- Wellness Way Sector Plan (Lake County Studied in 2013)
- CFX 2040 Master Plan
- 2017 CFX Traffic & Revenue Study

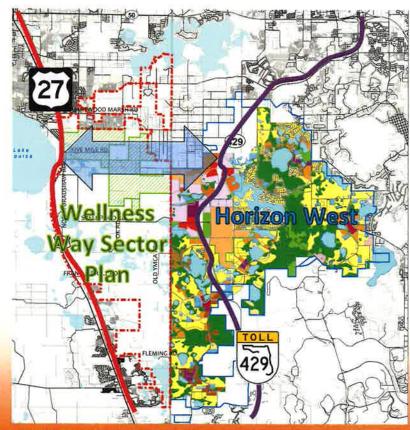


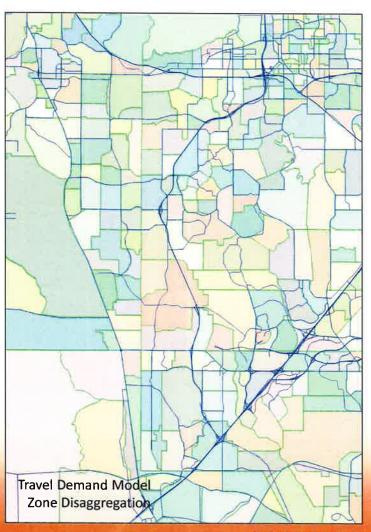
THREE OPTIONS CONSIDERED

- "Toll Bridge"
 - Hartle Road to New Independence Parkway, West of Avalon Road
- Northern Alignment
 - U.S. 27 to New Independence Parkway, West of Avalon Road
- Southern Alignment
 - U.S. 27 to Existing Schofield Road Interchange at S.R. 429



- Assess viability of a toll road project
- Consistent with local objectives:
 - Serve present and future developments in west Orange and south Lake Counties
 - Connect US 27 and SR 429
- Looking for regional connectivity





T&R STUDY APPROACH

- Project-Specific Travel Demand Model
- Four-lane, Limited-Access Expressways
- Price per Mile Equivalent to Wekiva Parkway
- Prepared Preliminary T&R Estimates
- Calculated Net Present Values of the Revenue



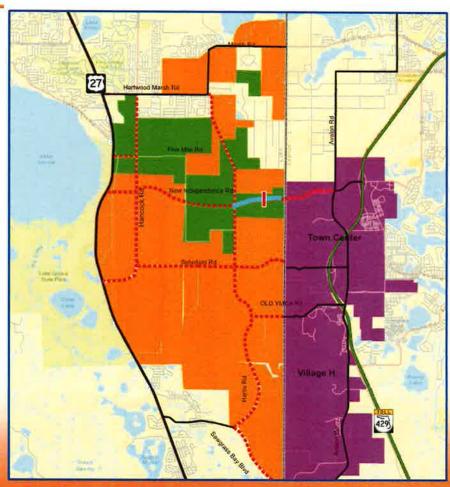
"TOLL BRIDGE" ALIGNMENT 2.1 MILES

Pros:

- Provides Connection from New
 Developer Road on the West to New
 Independence Parkway
- Located through the CONSERV Site less property impact

Cons:

- Connects to Local Road on both ends;
 Only Through Traffic will be Tolled
- Limited Access Facility Stops at Orange/Lake County Line





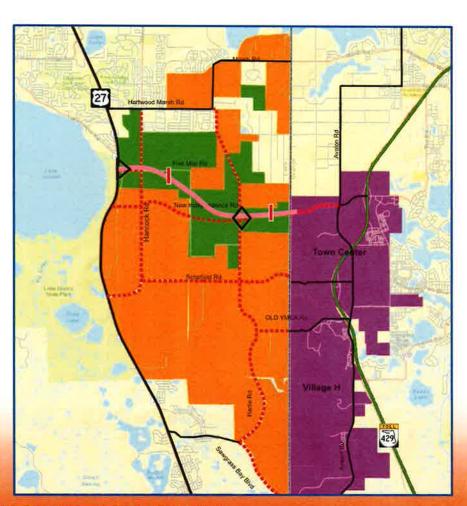
NORTHERN ALIGNMENT 4.9 MILES

Pros:

- Provides Limited Access Facility from U.S.
 27 to Lake/Orange County Line
- New Interchanges at Hartle Road and U.S.27

Cons:

- No Direct Connection to S.R. 429
- Frontage/Parallel Road Required to Provide Access to Local Properties





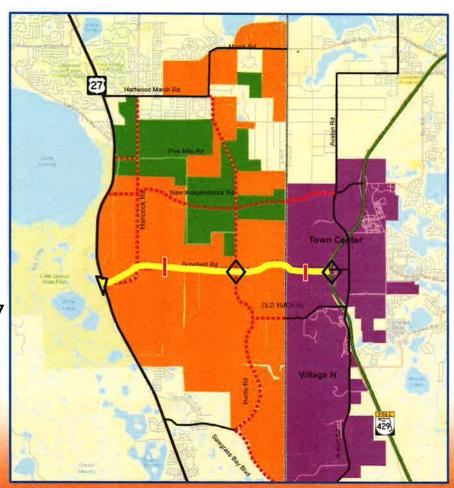
SOUTHERN ALIGNMENT 4.9 MILES

Pros:

- Connects to S.R. 429 at Existing Schofield Road Interchange
- Limited Access Facility From S.R. 429 to U.S. 27
- Provides Uninterrupted Through Traffic Movement
- New Interchanges at Hartle Rd and U.S. 27
- Potential Local Contribution

• Cons:

 Frontage/Parallel Road Required to Provide Access to Local Properties





PRELIMINARY ESTIMATED REVENUE

 Used the Traffic Forecasts for Years 2025 and 2045 to Prepare Estimates of Annual Toll Revenue for Each Alternative

Option	Year 2025 Projected Traffic	Year 2045 Projected Traffic
"Toll Bridge"	5,000	12,700
Northern Alignment	5,700	14,100
Southern Alignment	7,800	19,600

- Modest and Variable (+/-) Changes to Traffic & Revenue on SR 429
- Net Present Value (NPV) of Gross Toll Revenue Collected on the Lake/Orange Connector:

Alternative	NPV
"Toll Bridge"	\$15.0M
Northern Alignment	\$37.6M
Southern Alignment	\$51.0M

NPV of 30-Year gross toll revenues of July 1, 2017 at discount rate of 4.827%



RECOMMENDATION

Proceed with a Feasibility/PD&E study of a Lake/Orange Connector:

- Regional Limited Access Connectivity, Connects U.S. 27 to S.R. 429
- Included in Previous Master Plans
- Possibility of Local Contributions to the Project
- Included in Current 5-Year Work Plan

REQUESTED APPROVAL

Board Approval is requested to authorize advertisement for a Professional Services Consultant to perform a Feasibility/Project Development and Environment (PD&E) Study of the proposed Lake/Orange County Connector.

F. 4.

APPROVAL OF CONTRACT AWARD FOR SR 408 WIDENING

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

June 15, 2017

SUBJECT:

Award of Contract to The Lane Construction Corporation for

S.R. 408 Widening from S.R. 417 to Alafaya Trail

Project No. 408-128; Contract No. 001246

An Invitation to Bid for the referenced project was advertised on May 7, 2017. Responses to the Invitation were received from five (5) contractors by the June 27, 2017 deadline for submittal of bids.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	The Lane Construction Corporation	\$76,299,999.00
2.	Prince	\$76,839,408.00
3.	SEMA Construction	\$81,625,000.00
4.	Middlesex Corporation	\$83,933,165.84
5.	Southland Construction, Inc.	\$87,550,000.00

The Engineer's Estimate for this project is \$94,699,507.21

The Engineer of Record for Project 408-128 has reviewed the low bid submitted by The Lane Construction Corporation, and determined that the overall low bid falls within the generally accepted tolerance threshold of the Engineer's Estimate. Based on that criterion, there are no unbalanced bid items.

The Procurement Department has evaluated the bids and has determined the bid from The Lane Construction, to be responsible and responsive to the bidding requirements. Award of the contract to The Lane Construction Corporation in the amount of \$76,299,999.00 is recommended.

This project is budgeted for in the Five-Year Work Plan.

Reviewed by:

For: Glenn Pressimone, PE

Director of Engineering

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

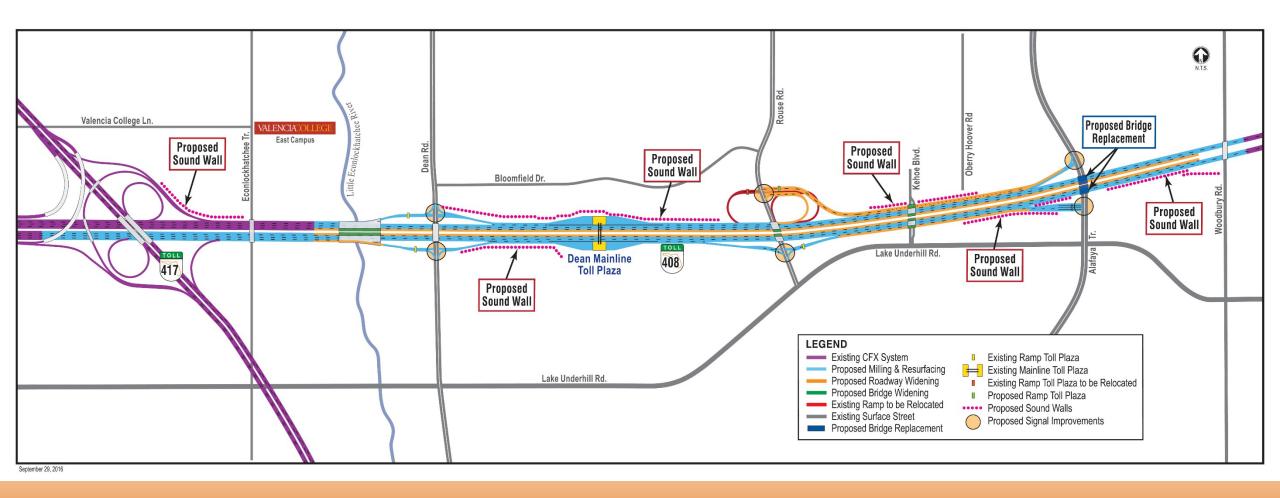




- Widening SR 408 from 4 to 6 lanes
- Widening 6 bridges (Little Econlockhatchee River, Rouse Road and Kehoe Boulevard)
- Replacement of the bridges over Alafaya Trail
- Noise walls along the corridor
- Reconstruction of the westbound SR 408 ramps to/from Rouse Road including exit ramp plaza

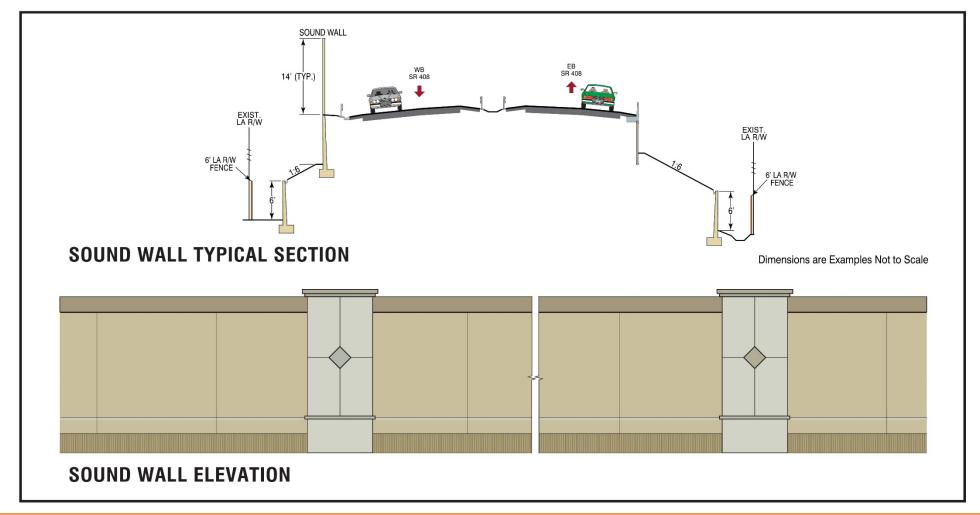


SR 408 WIDENING (SR 417 to ALAFAYA TRAIL)





SR 408 WIDENING (SR 417 to ALAFAYA TRAIL)



SR 408 WIDENING (SR 417 to ALAFAYA TRAIL)

- 5 Bids
- Bids Received: June 27, 2017
- Low Bid: \$76,299,999.00 (The Lane Construction Corporation)
- Other Bids Received
 - \$76,839,408.00
 - \$81,625,000.00
 - \$83,933,165.84
 - \$87,550,000.00
- Anticipated NTP Date: September 12, 2017
- Construction Duration: 720 Calendar Days
- Completion: Fall of 2019

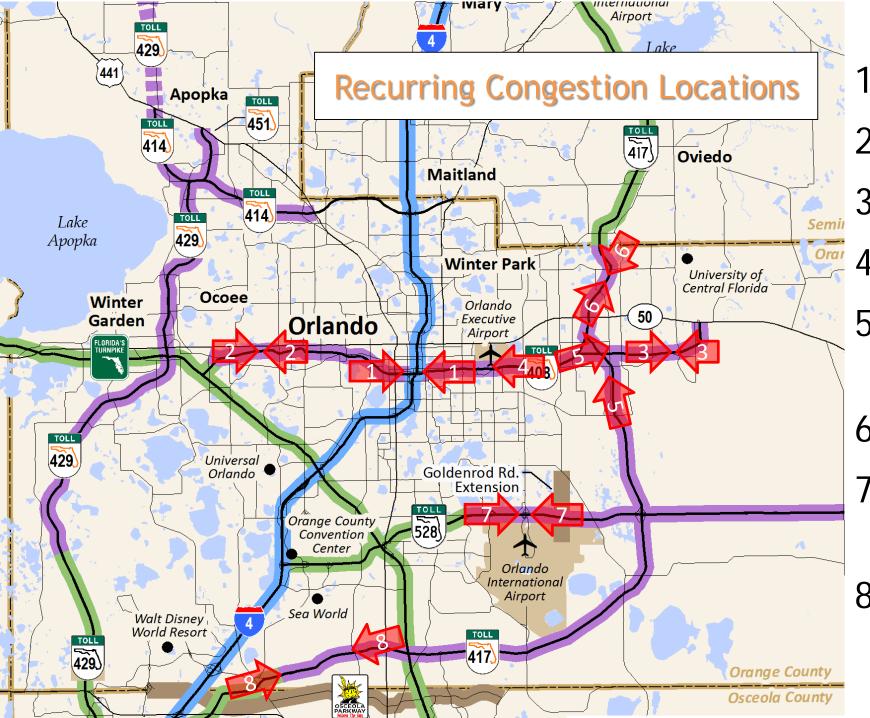


Recommended Action:

Approval for the award of contract to The Lane Construction Corporation for the SR 408 Widening from SR 417 to Alafaya Trail in the amount of \$76,299,999.00

F. 5. EXPRESSWAY CONGESTION RELIEF PLAN





- 1: I-4 Interchange
- 2: Hiawassee Mainline
- 3: Dean Mainline
- 4: Conway Mainline
- 5: SR 408 / SR 417 Interchange
- 6: University Mainline
- 7: SR 528 / SR 436 Interchange
- 8: SR 417 Widening, I-Drive to JYP



Capital Projects Underway

	Completion Date	Construction Cost
• I-4 Interchange	December 2019	\$230.0 M
 Hiawassee Mainline 	February 2018	\$23.7 M
 Dean Mainline 	September 2019	\$76.3 M
 Conway Mainline 	January 2018	\$6.2 M
• SR 408 / SR 417 Interchange	September 2019	\$100.0 M
 University Mainline 	July 2019	\$28.8 M
• SR 528 / SR 436 Interchange	December 2020	\$53.2 M
• SR 417 Widening, I-Drive to .	JYP December 2020	\$63.4 M

\$581.6 M Total:



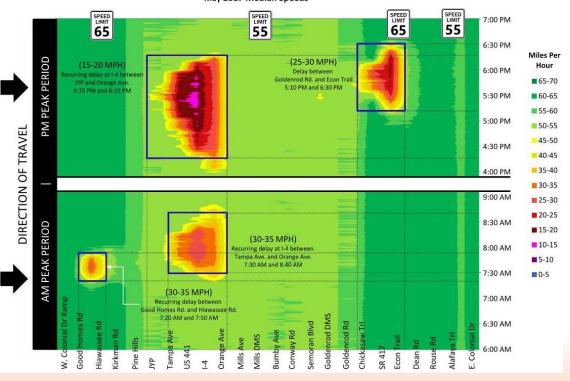
Current Conditions - SR 408

Eastbound

SR 408 Eastbound

Between the W. Colonial Dr Ramp and E. Colonial

May 2017 Median Speeds

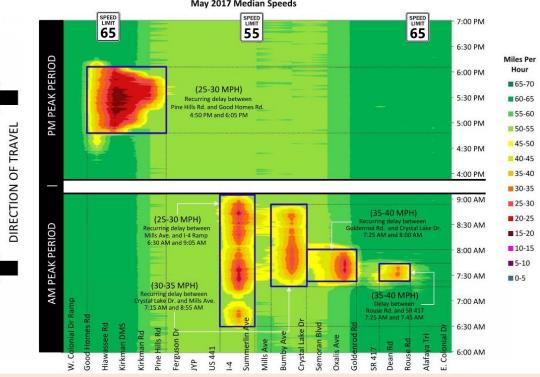


- PM I-4 and SR 417 Interchanges
- AM Hiawassee Main and I-4 ramps

Westbound

SR 408 Westbound

Between E. Colonial Dr and the W. Colonial Dr Ramp
May 2017 Median Speeds



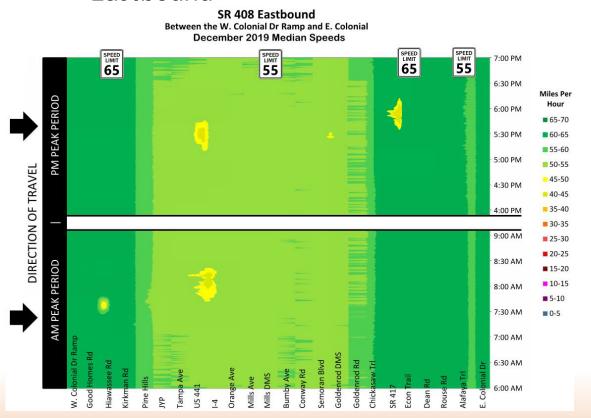
- PM Hiawassee Main
- AM I-4 ramps, Mills Ave, Conway Main and SR 417
 Interchange

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

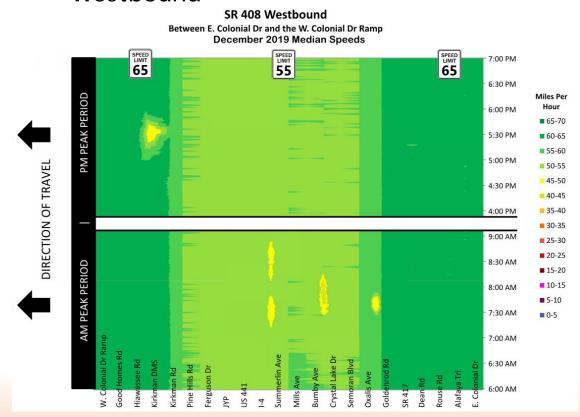


Future Conditions - SR 408

Eastbound



Westbound



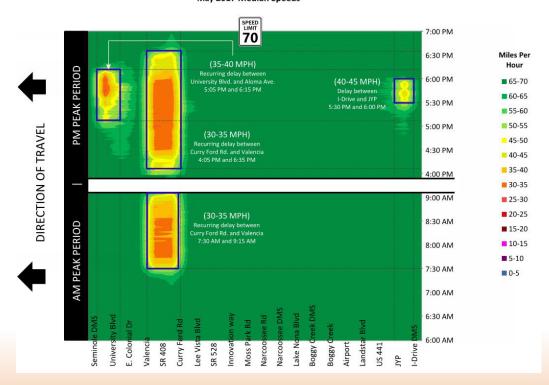


Current Conditions - SR 417

Northbound

SR 417 Northbound

Between I-Drive and Seminole County Line May 2017 Median Speeds

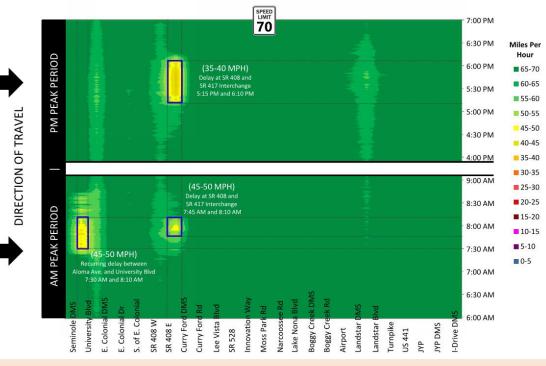


- PM I-Drive, SR 408 Interchange and University Mainline Plaza
- AM SR 408 Interchange

Southbound

SR 417 Southbound

Between Seminole County Line and I-Drive May 2017 Median Speeds



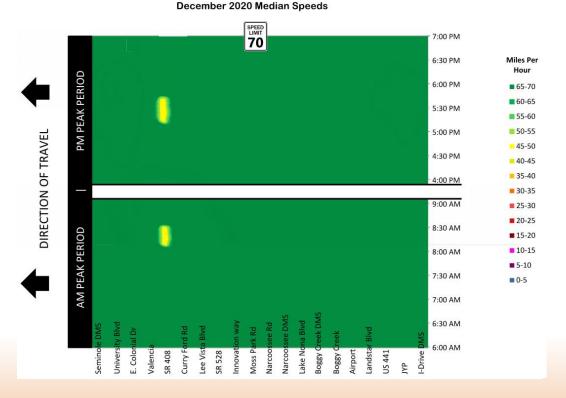
- PM SR 408 Interchange
- AM SR 408 Interchange and University Mainline Plaza



Future Conditions - SR 417

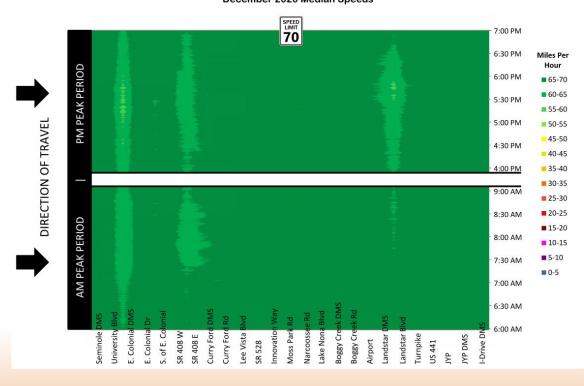
Northbound

SR 417 Northbound Between I-Drive and Seminole County Line



Southbound

SR 417 Southbound
Between Seminole County Line and I-Drive
December 2020 Median Speeds

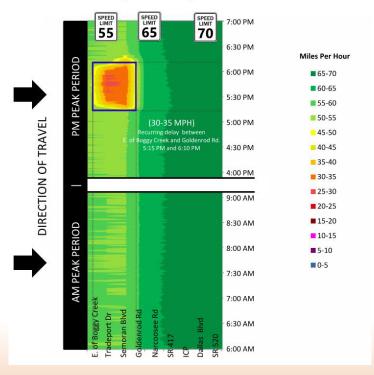




Current Conditions - SR 528

Eastbound

SR 528 Eastbound Between E. of Boggy Creek Rd and SR 520 May 2017 Median Speeds

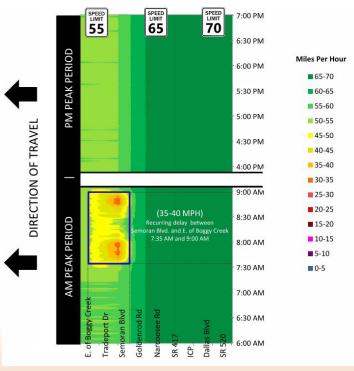


PM - Boggy Creek to Goldenrod Rd

Westbound

SR 528 Westbound

Between SR 520 and E. of Boggy Creek Rd May 2017 Median Speeds



AM - Boggy Creek to Goldenrod Rd



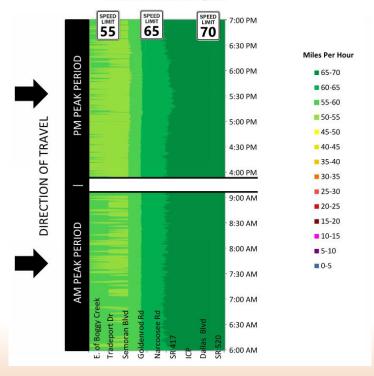
Future Conditions - SR 528

Eastbound

SR 528 Eastbound

Between E. of Boggy Creek Rd and SR 520

December 2020 Median Speeds



Westbound

SR 528 Westbound

Between SR 520 and E. of Boggy Creek Rd December 2020 Median Speeds

