

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 10, 2016
9:00 a.m.

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. APPROVAL OF OCTOBER 13, 2016 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **WEKIVA PARKWAY CONSTRUCTION UPDATE** – *Don Budnovich, P.E., Resident Engineer/Sr. Project Manager* (info. item)
2. **AWARD OF CONTRACT FOR GENERAL ENGINEERING CONSULTANT (GEC) SERVICES**
Glenn Pressimone, Director of Engineering (action item)
3. **S.R. 408 EASTERN EXTENSION PROJECT** – *Laura Kelley, Executive Director* (info. item)

4. **AWARD OF CONTRACT FOR RELOAD LANE PROGRAM EXPANSION / IN-LANE TRANSPONDER SALES & ACCOUNT REPLENISHMENT** – Michelle Maikisch, Chief of Staff/Public Affairs Officer and Corey Quinn, Chief of Technology/Operations (action item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

**APPROVAL OF
10/13/16 Board Meeting
Minutes**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 13, 2016**

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

Board Members Present:

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

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

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

A. CALL TO ORDER

The meeting was called to order at 9:12 a.m. by Chairman Welton Cadwell.

B. PUBLIC COMMENT

Bob Hartnett, President/CEO of TEAMFL, invited everyone to the TEAMFL meeting on October 24 and 25 in Bonita Springs, FL.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the September 8, 2016 Board Meeting Minutes as presented. The motion carried unanimously with all nine (9) members present and voting AYE by voice vote.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

ACCOUNTING/FINANCE

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

CONSTRUCTION

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

a. Contract No. 599-736	Traffic Solutions	(\$2,563.70)
b. Contract No. 528-313	Lane Construction Corp.	(\$1,140,672.91)
c. Contract No. 599-913	S.A. Casey Construction Co.	\$69,683.37
d. Contract No. 429-206	GLF Construction Corp.	(\$251,575.38)
e. Contract No. 599-525	Traffic Control Devices, Inc.	\$43,363.95
f. Contract No. 417-733	Ranger Construction Ind.	\$403,925.65
 5. Approval of contract award to The Lane Construction for S.R. 429 Milling and Resurfacing from Seidel Road to CR 535 – Contract No. 001188/Project No. 429-739 (Agreement value: \$9,775,561.91)
 6. Approval of contract award to Gregori Construction, Inc. for S.R. 417/Curry Ford Southbound On-Ramp Improvements – Contract No. 001187/Project No. 417-133 (Agreement value: \$1,923,666.93)
 7. Authorization to advertise for construction bids for S.R. 408 Toll Plaza Air Conditioner Replacements – Contract No. 001247/Project No. 599-732A
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8. Authorization to advertise for construction bids for S.R. 408 Widening from S.R. 417 to Alafaya Trail – Contract No. 001246/Project No. 408-128
9. Approval of renewal of Lease Agreement with Stantec Consulting Services, Inc. for Construction Management Consultant Services – Contract No. 001067 (Agreement value: \$0)
10. Approval of contract award to Generex Generators, Inc. for Toll Plaza Generator Replacement – Contract No. 001202/Project No. 599-735 (Agreement value: \$1,226,452.53)
11. Authorization to advertise for Request for Proposals for Painting and Coatings Consultant for CFX's Design, Construction, Renewal & Replacement and Maintenance Projects – Contract No. 001254

ENGINEERING

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

EXECUTIVE

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

INFORMATION TECHNOLOGY (IT)

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

LEGAL

18. Approval of Special Warranty Deed for CFX Parcel 330/FDOT Parcel 110 – Wekiva Parkway

19. Acceptance of County Deed from Orange County conveying title over or under County roads for CFX's SR 429 bridges and crossings from the Turnpike to Seidel Road, with the exception of the crossings of SR 429 at the Malcom Road Bridge and Schofield Road
20. Approval to accept Mediated Settlement Agreement for Parcel 173 in the amount of \$429,400, resolving all claims for compensation
21. Approval to accept Joint Motion for Stipulated Final Judgment for Parcels 331/332 in the amount of \$64,000, resolving all claims for compensation
22. Approval to accept Settlement Agreement for Parcels 322/822 in the amount of \$279,000, resolving all claims for compensation
23. Approval to accept Settlement Agreement for Parcels 320/820 in the amount of \$478,000, resolving all claims for compensation
24. Approval to serve an Offer of Judgment for Parcel 301 in the amount of \$1,200,000, resolving all claims for compensation
25. Approval to serve an Offer of Judgment for Parcel 168, Project 429-203 in the amount of \$330,000 plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
26. Approval to serve an Offer of Judgment for Parcel 179, Project 429-203 in the amount of \$302,400 plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
27. Approval to serve an Offer of Judgment for Parcel 242, Project 429-204 in the amount of \$597,840, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
28. Approval to serve an Offer of Judgment for Parcel 251, Project 429-204 in the amount of \$205,200, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
29. Approval to serve an Offer of Judgment for Parcel 258, Project 429-204 in the amount of \$386,400, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
30. Approval to serve an Offer of Judgment for Parcel 318, Project 429-206 in the amount of \$148,800, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
31. Approval to serve an Offer of Judgment for Parcel 319, Project 429-206 in the amount of \$207,600, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
32. Approval for assignment of Parcels 197/897, 230, 257 and 267 to Mateer Harbert, P.A. and issuance of a task authorization for \$325,000 with a not-to-exceed cap of \$500,000 and approval of Supplemental Agreement to Contract No. 000929 in the amount of \$50,000 for Lowndes, Drosdick,

Doster, Kantor & Reed, P.A. to provide transition legal services through the end of the 2016 calendar year

33. Approval of Construction Agreement between State of Florida Department of Transportation (FDOT) and CFX for the CFX S.R. 417 Interchange with Florida's Turnpike, Phase III

MAINTENANCE

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

PUBLIC AFFAIRS

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

TRAFFIC OPERATIONS

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

Ms. Herr requested that Item #3 be pulled for separate consideration.

A motion was made by Commissioner Boyd and seconded by Commissioner Carey to approve the Consent Agenda with the exception of Item #3. The motion carried unanimously with all nine (9) members present and voting AYE by voice vote.

Ms. Herr stated that she will abstain from voting on Item #3, due to a conflict of interest with Broad and Cassel (Form 8B, Memorandum of Voting Conflict Form, attached as Exhibit "A").

A motion was made by Mayor Dyer and seconded by Commissioner Carey to approve Consent Agenda Item #3. The motion carried unanimously with eight (8) members voting AYE by voice vote; Ms. Herr abstained from voting.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Cadwell reminded everyone that there will not be a December Board meeting. November 10 will be the last meeting in 2016.

Chairman Cadwell reported that the Engineering News Record magazine published a second article about the Wekiva Parkway.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for August were \$33,038,596 which is 9% above projections and 12% above prior year. CFX's total revenues were \$35.6 million for the month.

Total OM&A expenses were \$4.8 million for the month and \$7 million year-to-date, which is 2% under budget.

After debt service the total net revenue available for projects was \$16.4 million for August and \$35 million year-to-date.

Commissioner Carey requested a report to the Board on the impact of the toll suspensions due to Hurricane Mathew.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley reported on the following:

- Ms. Kelley will commission an independent review of best practices for transparency and governance among all toll agencies in Florida. The review will be conducted by our external auditor, Moore Stephens Lovelace. The purpose of the review is to make recommendations to CFX for improvement. We believe we are doing a good job in this area, however, we are always looking for ways to improve.
- CFX has wired over \$150 million to FDOT to satisfy the entire balance of the long term Lease Purchase Agreement debt.
- The Wekiva Parkway is more than halfway completed and there is a lot of construction activity going on. Ms. Kelley offered the Board members individual tours of the construction site.

F. REGULAR AGENDA ITEMS

1. S.R. 408 EASTERN EXTENSION

Executive Director Laura Kelley recommended that, although CFX has been working on the S.R. 408 Eastern Extension for about 10 years, if the Department wants to take this project over, perhaps we should start the process of assigning CFX's current contract with Metric Engineering to the Department. That way, the Department can hit the ground running and not lose any time because we know that the east side of Orange County needs this traffic relief.

Mayor Jacobs shared her conversations with Secretary Boxold regarding the S.R. 408 Extension. The Secretary will be in the region and would like the opportunity to meet with Ms. Kelley and Orange County staff to discuss the project.

Discussion took place among the Board members. Commissioner Carey asked about advance funding of improvements to SR 419. Mayor Jacobs called on Renzo Nastasi of Orange County Transportation Planning to talk about SR 419 improvements.

Commissioner Boyd talked about conversations he has had with residents in Lake Pickett North and South and his meeting with Secretary Boxold.

Mr. Scheeringa suggested that a map showing the jurisdictions be provided at the next meeting so we can see the whole picture. Mr. Scheeringa also posed the following questions for our decision making process:

- 1) Are we handing everything over?
- 2) What is the calendar associated with the due diligence?
- 3) How does it affect our Master Plan?

Commissioner Boyd suggested a meeting with Commissioner Carey and himself that is publicly noticed to talk about advance funding of SR 419.

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to authorize Ms. Kelley to meet directly with the Secretary or his designee to discuss the assignment of the contract for the PD&E Study done for the extension of SR 408 and to negotiate anything else that Ms. Kelley needs with regard to that and report back to this Board at the next meeting. The motion carried unanimously with all nine (9) members present and voting AYE by voice vote.

2. IBTTA TOLL EXCELLENCE AWARD FOR WRONG-WAY DRIVING PILOT PROGRAM

Ms. Kelley reported that the Central Florida Expressway Authority received an IBTTA Toll Excellence Award for its wrong-way driving pilot program at the IBTTA annual meeting in Denver

last month. She congratulated Corey Quinn, CFX Chief of Technology/Operations, and Dr. Al-Deek of the University of Central Florida for their work on this program.

The Penrose family, who suffered the loss of a family member in a wrong-way driving incident, was also recognized for their support of a wrong-way driving program.

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

3. APPROVAL OF RESOLUTION IN SUPPORT OF HONORARY DESIGNATION OF WEST S.R. 408

Jay Madara requested approval of a Resolution in support of naming the section of S.R. 408 from Kirkman Road to Clark Road in honor of Arnold Palmer for his tremendous contribution to Central Florida.

A motion was made by Mr. Madara and seconded by Ms. Herr to approve the Resolution in support of the honorary designation of the section of S.R. 408 west from Kirkman Road to Clark Road in honor of Arnold Palmer. The motion carried unanimously with all nine (9) members present and voting AYE by voice vote.

Commissioner Carey suggested that we send a letter to the Arnold Palmer Foundation to make them aware of our action today.

G. BOARD MEMBER COMMENT

There were no comments from the Board Members.

H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 10:07 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2016.

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

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA November 10, 2016

ACCOUNTING/FINANCE

1. Approval of Supplemental Agreement No. 1 with Public Financial Management, Inc. for Financial Advisory Services – Contract No. 000833 (Agreement value: Not-to-Exceed \$55,000)

CONSTRUCTION

2. Approval of final ranking and authorization for fee negotiations with England-Thims & Miller, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 528 Bridge and Ramp Realignment Projects – Contract No. 001225
3. Authorization to advertise for bids for S.R. 417 Toll Plaza Roof Replacements – Contract No. 001262
4. Approval of contract renewal with Mehta & Associates, Inc. for Construction Engineering & Inspection (CEI) Services – Contract No. 000976 (Agreement value: \$1,300,000)
5. Approval of contract renewal with Page One Consultants, Inc. for Systemwide Materials Testing & Geotechnical Services – Contract No. 000975 (Agreement value: \$350,000)
6. Approval of contract renewal with Ardaman & Associates, Inc. for Systemwide Materials Testing & Geotechnical Services – Contract No. 000974 (Agreement value: \$450,000)
7. Approval of contract award to SEMA Construction, Inc. for S.R. 528 Econlockhatchee River Bridge Replacement – Project No. 528-131/Contract No. 001224 (Agreement value: \$17,777,000)
8. Approval of construction contract modifications on the following contracts:
 - a. Project 599-616B Traffic Control Products of FL, Inc. (\$58,402.00)
 - b. Project 429-202 Prince Contracting, LLC \$115,886.01
 - c. Project 599-526A Sice, Inc. (\$97,525.06)
 - d. Project 417-301C SEMA Construction \$394,893.92
 - e. Project 417-733 Ranger Construction Industries, Inc. \$145,116.30
 - f. Project 599-132 Gomez Construction Co. (\$26,581.97)
 - g. Project 528-313 Lane Construction Corp. \$78,385.55
 - h. Project 417-731A Preferred Materials, Inc. (\$563,115.35)
 - i. Project 528-405 Southland Construction, Inc. \$80,430.32

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ENGINEERING

9. Approval of Option and Sale Agreement with Holland Properties, Inc. to offset wetland impacts associated with the S.R. 528 Econlockhatchee River Bridge Replacements – Project No. 528-131/Contract No. 001224 (Agreement value: \$504,900)
10. Approval of contract renewal with URS Corporation Southern for S.R. 408/S.R. 417 Ultimate Interchange Improvements – Contract No. 000818 (Agreement value: \$0)
11. Approval of contract award to Traffic Control Devices, Inc. for Lake Nona Sports District Supplemental Signing – Project No. 417-625/Contract No. 001256 (Agreement value: Not-to-Exceed \$60,000)
12. Authorization to advertise for construction bids for S.R. 408 Milling & Resurfacing from Lake Underhill Bridge to Yucatan Drive – Project No. 408-739/Contract No. 001268
13. Authorization to advertise for construction bids for S.R. S.R. 528/Conway Interchange Pond Improvements – Project No. 528-138/Contract No. 001267
14. Authorization to advertise for construction bids for S.R. 429/C.R. 535 Northbound Entrance Ramp Improvements – Project No. 429-654D/Contract No. 001269
15. Authorization to advertise for design-build services for S.R. 408/S.R. 417 Interchange Improvements Phase 2 – Project No. 253G/Contract No. 001266

INFORMATION TECHNOLOGY (IT)

16. Approval of agreement with EiQNetworks for Security Monitoring and Installation Services – Contract No. 001243 (Agreement value: \$455,358)

LEGAL

17. Approval of Quit-Claim Deed to Orange County transferring CFX's interest in Valencia College Lane to Orange County – CFX Parcel Nos. 1137, 1138, 1139, 1140 - Project No. 253E-E1
18. Approval to accept settlement in the amount of \$522,114 in full settlement of all claims for compensation for the acquisition of Parcels 249 and 256, Wekiva Parkway Project 429-204
19. Approval to serve an Offer of Judgment in the amount of \$484,740 plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 260, Wekiva Parkway Project 429-204
20. Approval to serve an Offer of Judgment in the amount of \$1,239,400 plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 241, Wekiva Parkway Project 429-204

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

21. Approval to accept mediated settlement in the amount of \$170,698 in full settlement of all claims for compensation for the acquisition of Parcel 238, Wekiva Parkway Project 429-204
22. Approval to accept negotiated settlement in the amount of \$214,916 in full settlement of all claims for compensation for the acquisition of Parcel 315, Wekiva Parkway Project 429-206
23. Approval of Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a Duke Energy relating to Parcels 252, 253, 304 and 305, Wekiva Parkway Project 429-204
24. Approval to serve an Offer of Judgment in the amount of \$ 1,375,000 plus statutory attorney's fees and experts costs in full compensation in the taking of Parcel 219, Wekiva Parkway Project 429-202
25. Approval of expert fees and costs in the amount of \$77,292.33 arising out of trial in CFX v. Milford S. Kirkland, Jr. and William H. Kelly et al. Case No. 2014-CA-003676-0 Parcels 209 & 221 Wekiva Parkway Project 429-202.

MAINTENANCE

26. Authorization to advertise for bids for S.R. 429/S.R. 414 Systems Interchange Landscape Improvements Phase II – Project No. 429-200G/Contract No. 001261
27. Approval of Cooperative Purchase Agreement with Convergint Technologies for Systemwide Monitoring, Maintenance and Repair of Building Security Systems – Contract No. 001265 (Agreement value: Not-to-Exceed \$482,150)


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 2, 2016

SUBJECT: Approval of Supplemental Agreement No.1
with Public Financial Management, Inc. for Financial Advisory Services
Contract No. 000833

Board approval is requested for Supplemental Agreement No. 1 with Public Financial Management, Inc. to extend the contract three months for a not-to-exceed amount of \$55,000.00. The original contract was for three years with two one year renewals. This amount includes financial advisory services and swap monitoring.

Staff is recommending extending this contract so that procurements in the Finance Department can be staggered. Currently CFX is in the process of procuring investment advisory services and external auditing services. This extension will allow for transition.

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

Original Contract Amount	\$1,050,000.00
First Renewal	\$350,000.00
Second Renewal	\$350,000.00
Supplemental Agreement No. 1	<u>\$55,000.00</u>
Total Revised Contract Amount	\$1,805,000.00

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

Reviewed by: 
Lisa Lumbar
Chief Financial Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Financial Advisor Services

Contract No: 000833

This Supplemental Agreement No. 1 entered into this 10th day of November, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and PUBLIC FINANCIAL MANAGEMENT, INC., (“Financial Advisor”), the same being supplementary to the Contract between the aforesaid, dated April 1, 2012, for Financial Advisor Services, (the Contract”).

1. CFX has determined it necessary to extend the term of the Second Renewal to June 30, 2017 in order to only continue the required services for financial advisory services and swap monitoring, and
2. Financial Advisor hereby agrees to the extension of the term of the Second Renewal with an increase in the amount of \$55,000.00, and
3. CFX and Financial Advisor 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 Financial Advisor’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 Second Renewal term.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Financial Advisor Services

Contract No.: 000833

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only.

General Counsel for CFX

PUBLIC FINANCIAL MANAGEMENT, INC.

By: _____

Print Name

Title: _____

Witness: _____

Date: _____


CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 31, 2016

RE: Approval of Final Ranking and Authorization for Fee Negotiations for
Construction Engineering and Inspection (CEI) Services for S.R. 528 Bridge and Ramp
Realignment Projects
Contract No. 001225

Letters of Interest were advertised for the referenced project on August 11, 2016. Responses were received from six firms by the September 1, 2016 deadline. Those firms were Cardno, Inc.; Carnahan Proctor Cross; DRMP; England-Thims & Miller; RS&H and Volkert.

After reviewing and scoring the Letters of Interest, the Evaluation Committee met on Monday, September 19, 2016, and shortlisted three firms (DRMP; England-Thims & Miller, Inc.; and RS&H, Inc.) and requested that Technical Proposals be submitted for review and scoring by October 11, 2016.

Technical Proposals were submitted by all three firms by the deadline. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on October 24, 2016. After the oral presentations were completed, the Technical Review Committee convened and prepared its final ranking. The result of that process was as follows:

<u>Firms</u>	<u>Ranking</u>
England-Thims & Miller, Inc.	1
DRMP, Inc.	2
RS&H, Inc.	3

Board approval of the final ranking and authorization to enter into fee negotiations with England-Thims & Miller, Inc., is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested. If negotiations with England-Thims & Miller, Inc. are not successful, Board authorization to enter into negotiations with the second ranked firm, DRMP, Inc., is requested

Reviewed by:


Ben Dreiling
Director of Construction

LOI-001225 Committee Meeting October 24, 2016 Minutes

Technical Review Committee for CEI Services for S.R. 528 Bridge and Ramp Realignment Projects; Contract No. 001225, held a duly noticed meeting on Monday, October 24, 2016, commencing at 1:12 p.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Ben Dreiling, Director of Construction
Glenn Pressimone, Director of Engineering
Don Budnovich, Resident Engineer

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

Aneth Williams commenced each interview with a brief overview of the process and introduced the Technical Review Committee. Aneth stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

DRMP, Inc.	1:12 – 1:47 p.m.
England-Thims & Miller, Inc.	2:03 – 2:38 p.m.
RS&H, Inc.	2:39 – 3:14 p.m.

Evaluation Portion:

Aneth stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Aneth for tallying. Aneth Williams tallied the score sheets utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
DRMP, Inc.	267	2
England-Thims & Miller, Inc.	273	1
RS&H, Inc.	260	3

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The Committee agreed that Ben Dreiling would review and approve the minutes on behalf of the Committee.

They're being no other business to come before the Committee; the meeting was adjourned at 3:25 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, October 24, 2016, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams

Approved by:


Ben Dreiling

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EVALUATION COMMITTEE MEMBER FINAL SUMMARY RANKING

GENERAL ENGINEERING CONSULTANT SERVICES

CONTRACT NO. 001225

CONSULTANT	Glenn Pressimone Score	Ben Dreiling Score	Don Budnovich Score	TOTAL SCORE	RANKING
DRMP, Inc	2	1	2	5	2
England-Thims & Miller, Inc.	1	2	1	4	1
RS&H, Inc.	3	3	3	9	3

EVALUATION COMMITTEE MEMBERS:







Date: Monday, October 24, 2016

Date: Monday, October 24, 2016

Date: Monday, October 24, 2016


CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 31, 2016

SUBJECT: Authorization to Advertise for Invitation to Bid for
Roof Replacement for Toll Plazas on S.R. 417
Contract No. 001262

Board authorization is requested to advertise for Invitation to Bid to replace Toll Plaza's roofs on S.R. 417, which includes Boggy Creek Mainline; Boggy Creek On-Ramp; John Young Parkway On and Off Ramps; Orange Blossom Trail On and Off Ramps, and Landstar On-Ramp.

The roofs to be replaced are beyond the 20 year warranty period. They have been inspected and recommended for replacement.

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

Reviewed by: 
Ben Dreiling, PE
Director of Construction


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 31, 2016

RE: Approval of Contract Renewal with Mehta & Associates, Inc.
Construction Engineering & Inspection Services
Contract No. 000976

Board approval is requested for the first renewal of the referenced contract with Mehta and Associates, Inc., in the amount of \$1,300,000.00 for a one year period beginning January 6, 2017 and ending January 5, 2018. The original contract was three years with two one-year renewals.

Original Contract Amount	\$3,500,000.00
First Renewal	<u>\$1,300,000.00</u>
Total	\$4,800,000.00

The scope of work to be provided under this renewal consists of but are not limited to the following: S.R. 429 Resurfacing; S.R. 429/S.R. 535 Interchange Improvements; Curry Ford On-Ramp Widening to Southbound S.R. 417 and Headquarters Parking Lot Lighting and Sealing.

This contract is a component of projects budgeted for in the Five-Year Work Plan.

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000976**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of November, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Mehta & Associates, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of January 6, 2014, whereby CFX retained the Consultant to furnish Construction Engineering and Inspection (CEI) services required by CFX.

WHEREAS, pursuant to Article 3.0 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 January, 2017 and ending the 5th day of January, 2018 at the cost of \$1,300,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract ending January 5, 2017, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending January 5, 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.

MEHTA & ASSOCIATES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
MEHTA AND ASSOCIATES, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES
CONTRACT NO. 000976**

**CONTRACT DATE: OCTOBER 3, 2013
CONTRACT AMOUNT: \$3,500,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

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

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**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 000976**

THIS AGREEMENT, made and entered into this 3rd day of October, 2013, 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 MEHTA AND ASSOCIATES, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at One Purlieu Place, Suite 100, Winter Park, Florida 32792.

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

WITNESSETH:

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

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

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

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

The AUTHORITY's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and 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 AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two 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.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from

the Director of Construction, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

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 the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY 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 the AUTHORITY 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 the AUTHORITY.

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 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.

A ² Group, Inc.	Page One Consultants, Inc.
CDM Smith	Rummel, Klepper & Kahl, LLP
The Corradino Group	New Millennium Engineering, Inc.
H.W. Lochner	RS&H Construction Services
Jacobs Engineering Group	Target Engineering Group, Inc.
JBS Engineering Technical Services, Inc.	Eisman & Russo Consulting Engineers
KCCS	Elipsis Engineering & Consulting, LLC
URS Construction Services	Pragma Consulting
PB Americas, Inc.	American Environmental Consulting, Inc.

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

7.0 COMPENSATION

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

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to

incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

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

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual

costs, as determined in Exhibit "B", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

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

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

11.0 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 the AUTHORITY's Executive Director whose decision shall be final.

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

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The

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

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

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

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

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

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

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

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

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

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

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

forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

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

the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

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

22.00 ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on October 3, 2013.

MEHTA AND ASSOCIATES, INC.

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

BY: *Spine Mehta*
Authorized Signature

BY: *Paul Miller*
Director of Procurement

Title: PRESIDENT.

ATTEST: *Sharyn Oliver* (Seal)
Secretary or Notary



SHARYN L. OLIVER
MY COMMISSION # FF 066439
EXPIRES: October 27, 2017
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph J. Cassiatare


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2016

RE: Approval of Contract Renewal with Page One Consultants, Inc.
Systemwide Materials Testing & Geotechnical Services
Contract No. 000975

Board approval is requested for the first renewal of the referenced contract with Page One Consultants, Inc., in the amount of \$350,000.00 for a one year period beginning March 5, 2017 and ending March 4, 2018. The original contract was three years with two one-year renewals.

Original Contract Amount	\$1,000,000.00
First Renewal	<u>\$ 350,000.00</u>
Total	\$1,350,000.00

The scope of work to be provided by Page One Consultants, Inc., under this renewal consists of Construction Materials Testing and Asphalt Plan Inspection.

This contract is a component of projects budgeted for in the Five-Year Work Plan.

Reviewed by: 

Ben Dreiling, P.E.
Director of Construction

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000975**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of November, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Page One Consultants, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated October 23, 2013, with a Notice to Proceed date of March 4, 2014, whereby CFX retained the Consultant to furnish construction materials testing and geotechnical services required by CFX.

WHEREAS, pursuant to Article 3.0 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 5th day of March, 2017 and ending the 4th day of March, 2018 at the cost of \$350,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending March 4, 2017, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending March 4, 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.

PAGE ONE CONSULTANTS, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
PAGE ONE CONSULTANTS, INC.**

**SYSTEMWIDE MATERIALS TESTING AND
GEOTECHNICAL SERVICES
CONTRACT NO. 000975**

**CONTRACT DATE: OCTOBER 23, 2013
CONTRACT AMOUNT: \$1,000,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

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

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

FOR

SYSTEMWIDE MATERIALS TESTING AND GEOTECHNICAL SERVICES

CONTRACT NO. 000975

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, Ex-Officio Member
Marco Peña, Member**

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**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR MATERIALS TESTING AND GEOTECHNICAL SERVICES
CONTRACT NO. 000975**

THIS AGREEMENT, made and entered into this 23rd day of October, 2013, 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 PAGE ONE CONSULTANTS, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 5780 Hoffner Orange Avenue, Suite 401, Orlando, Florida 32822.

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 materials testing and geotechnical services required by the AUTHORITY. The AUTHORITY is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis for soil exploration, geotechnical exploration testing, highway materials testing, foundations studies, construction materials sampling, testing and reporting, pavement evaluation and reporting.

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

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost

changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

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

The AUTHORITY's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and 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 AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two 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.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The

CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

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 the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY 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 the AUTHORITY 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 the AUTHORITY.

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 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.

Mehta & Associates, Inc.
GRL, Inc.
Blue Marlin Engineering, LLC
AWK Consulting Engineers, Inc.
E Sciences, Inc.
Interra, Inc.

Mekopel, LLC
Pragma Consulting
PSI
Terracon Consultants, Inc.
Universal Engineering Sciences, Inc.

6.0 SERVICES TO BE PROVIDED

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

7.0 COMPENSATION

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

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

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

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

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

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

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

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

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

11.0 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 the AUTHORITY's Executive Director whose decision shall be final.

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

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The

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

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

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

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

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

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

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

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

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

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

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

forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

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

pursue materials testing or geotechnical services projects where they participated in the design of the projects.

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

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

22.00 ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written.

PAGE ONE CONSULTANTS, INC.

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

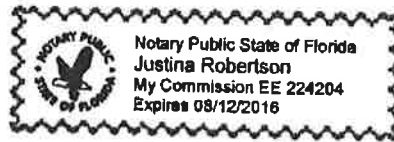
BY: *[Signature]*
Authorized Signature

BY: *[Signature]*
Director of Procurement

Print Name: Sheryl M. Page

Title: PRESIDENT

ATTEST: *[Signature]* (Seal)
Secretary of Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY

[Signature]


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2016

RE: Approval of Contract Renewal with Ardaman & Associates, Inc.
Systemwide Materials Testing & Geotechnical Services
Contract No. 000974

Board approval is requested for the first renewal of the referenced contract with Ardaman & Associates, Inc., in the amount of \$450,000.00 for a one year period beginning January 23, 2017 and ending January 22, 2018. The original contract was three years with two one-year renewals.

Original Contract Amount	\$1,000,000.00
First Renewal	<u>\$ 450,000.00</u>
Total	\$1,450,000.00

The scope of work to be provided by Ardaman & Associates, Inc., under this renewal consists of Geotechnical Engineering and Precast/Prestress Plant Inspection.

This contract is a component of projects budgeted for in the Five-Year Work Plan.

Reviewed by:


Ben Dreiling, P.E.
Director of Construction

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000974**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of November, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Ardaman & Associates, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated October 23, 2013, with a Notice to Proceed date of January 23, 2014, whereby CFX retained the Consultant to furnish materials testing and geotechnical services required by CFX.

WHEREAS, pursuant to Article 3.0 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 23rd day of January, 2017 and ending the 22nd day of January, 2018 at the cost of \$450,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending January 22, 2017, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending January 22, 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.

ARDAMAN & ASSOCIATES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
ARDAMAN & ASSOCIATES, INC.**

**SYSTEMWIDE MATERIALS TESTING AND
GEOTECHNICAL SERVICES
CONTRACT NO. 000974**

**CONTRACT DATE: OCTOBER 23, 2013
CONTRACT AMOUNT: \$1,000,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

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

000EA *14JAN16 AM10:57

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

FOR

SYSTEMWIDE MATERIALS TESTING AND GEOTECHNICAL SERVICES

CONTRACT NO. 000974

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, Ex-Officio Member
Marco Peña, Member**

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**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR MATERIALS TESTING AND GEOTECHNICAL SERVICES
CONTRACT NO. 000974**

THIS AGREEMENT, made and entered into this 23rd day of October, 2013, 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 ARDAMAN & ASSOCIATES, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 8008 South Orange Avenue, Orlando, Florida 32809.

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 materials testing and geotechnical services required by the AUTHORITY. The AUTHORITY is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis for soil exploration, geotechnical exploration testing, highway materials testing, foundations studies, construction materials sampling, testing and reporting, pavement evaluation and reporting.

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

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost

changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

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

The AUTHORITY's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and 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 AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two 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.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The

CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

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 the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY 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 the AUTHORITY 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 the AUTHORITY.

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 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.

Mehta & Associates, Inc.
GRL, Inc.
Elipsis Engineering and Consulting, LLC
Antillian Engineering, Inc.
Page One Consultants, Inc.

6.0 SERVICES TO BE PROVIDED

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

7.0 COMPENSATION

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

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

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

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

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

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty.

It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 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 Director of Construction.

11.0 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 the AUTHORITY's Executive Director whose decision shall be final.

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

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The

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

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

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

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

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

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

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

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

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

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

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

forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

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

pursue materials testing or geotechnical services projects where they participated in the design of the projects.

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

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

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written.

ARDAMAN & ASSOCIATES, INC.

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

BY: [Signature]
Authorized Signature

BY: [Signature]
Director of Procurement

Print Name: Ernest A Cox III, PE

Title: Or Vice President

ATTEST: [Signature] (Seal)
Secretary of Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY

[Signature]


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 2, 2016

RE: Award of Contract for
S.R. 528 Econlockhatchee River Bridge Replacement
Project No. 528-131; Contract No. 001224

An Invitation to Bid for the referenced project was advertised on August 14, 2016. Responses to the Invitation were received from eight (8) contractors by the November 2, 2016 deadline for submittal of bids.

Bid results were as follows:

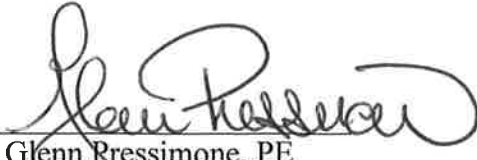
<u>Bidder</u>	<u>Bid Amount</u>
1. SEMA Construction, Inc.	\$17,777,000.00
2. The Middlesex Corporation	\$18,167,012.14
3. Southland Construction, Inc.	\$18,204,000.00
4. GLF Construction Corporation	\$18,472,896.00
5. Superior Construction Company	\$18,893,325.00
6. Prince Contracting, LLC	\$18,938,528.00
7. Hubbard Construction Company	\$19,173,599.12
8. The Lane Construction Corporation	\$19,570,166.00

The Engineer's Estimate for this project is \$20,159,598.80.

The Engineer of Record for Project 528-131 has reviewed the low bid submitted by SEMA Construction, Inc., and 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 \$17,777,000.00 is recommended.

Reviewed by:


Glenn P. Pressimone, PE
Director of Engineering

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
S.R. 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT
CONTRACT NO. 001224**

This Contract No. 001224 (the "Contract"), made this 10th day of November, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called ("CFX") and SEMA Construction, Inc., hereinafter the ("CONTRACTOR"):

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

The work to be done under this Contract includes construction of all items associated with Project No. 528-131, S.R. 528 Econlockhatchee River Bridge Replacement, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 570 calendar days. The Contract Amount is \$17, 777,000.00. This Contract was awarded by the CFX Board of Directors at its meeting on November 10, 2016.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

SEMA CONSTRUCTION, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

BID ANALYSIS
S.R. 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT
PROJECT NO. 528-131; CONTRACT NO. 001224
Bid Opening: November 2, 2016
Engineer's Estimate: \$20,159,598.80
8 Bidders

SEMA Construction, Inc.
Bid Amount: \$17,777,000.00

The Proposal Bond has Fidelity and Deposit Company of America typed in it should be Fidelity and Deposit Company of Maryland. SEMA notified and requested to correct page PB-1 and email over. Corrected page received.

The Middlesex Corporation
Bid Amount: \$18,167,012.14

No Irregularities Noted.

Southland Construction, Inc.
Bid Amount: \$18,204,000.00

No Irregularities Noted.

GLF Construction Corporation
Bid Amount: \$18,472,896.00

No Irregularities Noted.

Superior Construction Company
Bid Amount: \$18,893,325.00

No Irregularities Noted.

Prince Contracting, LLC
Bid Amount: \$18,938,528.00

No Irregularities Noted.

Hubbard Construction Company
Bid Amount: \$19,173,599.12

No Irregularities Noted.

The Lane Construction Corporation
Bid Amount: \$19,570,166.00

No Irregularities Noted.

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

Robert Johnson
November 2, 2016


CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: October 27, 2016

SUBJECT: Consent Agenda
Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) November 2016	Total Amount (\$) to Date*	Time Increase or Decrease
599-616B	Traffic Control Products of Florida, Inc.	SR 408 Trailblazer Upgrades Phase II	\$ 323,927.00	\$ -	\$ (58,402.00)	\$ 265,525.00	0
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	\$ 56,152,429.00	\$ 173,312.99	\$ 115,886.01	\$ 56,441,628.00	19
599-526A	Sice, Inc.	Wrong Way Driving Vehicle Detection & Countermeasures Equipment Installation	\$ 1,961,471.48	\$ -	\$ (97,525.06)	\$ 1,863,946.42	7
417-301C	SEMA Construction	SR 417/Boggy Creek Rd. Interchange Improvements Phase III	\$ 70,900,000.00	\$ 1,624,341.85	\$ 394,893.92	\$ 72,919,235.77	0
417-733	Ranger Construction Industries, Inc.	SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.	\$ 18,513,580.17	\$ 566,860.40	\$ 145,116.30	\$ 19,225,556.87	45
599-132	Gomez Construction Co.	Design/Build Services for Backup Data Center	\$ 1,947,162.00	\$ 52,190.70	\$ (26,581.97)	\$ 1,972,770.73	0
528-313	Lane Construction Corp.	SR 528/Innovation Way Interchange	\$ 62,452,032.01	\$ (1,140,672.91)	\$ 78,385.55	\$ 61,389,744.65	0
417-731A	Preferred Materials, Inc.	SR 417 Milling & Resurfacing, SR 50 to Orange/Seminole Co. Line	\$ 6,343,774.06	\$ (177,916.47)	\$ (563,115.35)	\$ 5,602,742.24	0
528-405	Southland Construction, Inc.	SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction	\$ 38,708,813.52	\$ 214,510.56	\$ 80,430.32	\$ 39,003,754.40	0
TOTAL					\$ 69,087.72		

* Includes Requested Amount for this current month.

Contract 599-616B: SR 408 Trailblazer Upgrades Phase II
Traffic Control Products of Florida, Inc.
SA 599-616B-1116-01

Contract Pay Items Quantity Adjustments

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

OVERRUN THE FOLLOWING PAY ITEM:

Sign Single Post, F&I, <12 SF	\$ 974.00
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UNDERRUN THE FOLLOWING PAY ITEMS:

Sign Single Post, F&I, 21-30 SF	\$ (4,497.00)
Sign Single Post, Remove	\$ (10.00)
Sign Panels, F&I, <12 SF	\$ (1,557.00)
Sign Panels, F&I, 12-20 SF	\$ (369.00)
Sign Panels, Remove, <12 SF	\$ (130.00)
Sign Panels, Remove, 12-20 SF	\$ (5.00)
Allowance for Disputes Review Board	\$ (5,000.00)
Work Order Allowance	<u>\$ (47,808.00)</u>
	\$ (59,376.00)

Subtotal: Adjustments for Contract Items	\$ (58,402.00)
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<u>TOTAL AMOUNT FOR PROJECT 599-616B</u>	<u>\$ (58,402.00)</u>
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Contract 429-202: SR 429, US 441 to North of Ponkan Rd.
Prince Contracting, LLC
SA 429-202-1116-03

Time Extension

Tropical Storm Colin impacted the Orlando area affecting the Contractor's work schedule on June 6, 2016 and June 7, 2016. CFX has agreed to grant 2 non-compensable days for weather impacts from the storm.

Tropical Depression #9 was later upgraded into Tropical Storm Hermine on the morning of August 31, 2016. The Contractor's schedule was impacted on September 1, 2016 - September 3, 2016. CFX has agreed to grant 3 non-compensable days for weather impacts from this storm. Both of these time extensions are consistent with Article 6.7.3 of the Contract.

Increase Contract Time 5 Non-Compensable Calendar Days

Upgrade to LED Roadway Lighting Fixtures

CFX requested to change the roadway light fixture to Phillips LED Lumee Roadfocus from the plan specified HPS fixture.

ADD THE FOLLOWING ITEM:

Roadway Lighting LED Fixtures	\$	17,890.39
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Furnish Signal Cabinet to Replace Existing at Connector Rd.

The existing signal cabinet was damaged by impact from third party truck traffic exiting SR 429 northbound to Connector Rd. eastbound. The Contractor was maintaining traffic consistent with the traffic control plan. The existing cabinet is in close proximity to the edge of the curb and, therefore, exposed to impacts from vehicles with large turning radius. The Contract provides reimbursement for costs of repairs due to third party damages for signal equipment.

ADD THE FOLLOWING ITEM:

Replacement of Existing Signal Cabinet at Connector Rd.	\$	17,173.76
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Connector Rd. Pile Discrepancy

Plan Revision 3 was issued to resolve a discrepancy in pile foundation layout. The revision required additional work of cutting existing driven pile, and furnishing and installing new pile at adjusted locations for End Bents 1 and 4. CFX is seeking to recover these additional costs from the Engineer of Record due to this error.

ADD THE FOLLOWING ITEM:

Connector Rd. Pile Discrepancy	\$	47,968.53
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INCREASE THE FOLLOWING ITEM:

Pre-Stressed Concrete Piling, 18" SQ	\$	65,130.00
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Subtotal: Connector Rd. Pile Discrepancy	\$	113,098.53
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Plan Revision 6 Roadway Lighting

CFX provided Plan Revision 6 to the plans. The revision provided adjustments to the roadway lighting that were a result of the upgrade to the LED fixtures.

INCREASE THE FOLLOWING ITEMS:

Conduit, F&I, Directional Bore	\$	8,325.00
Pull & Splice Box, F&I, 13"x24" Cover Size	\$	1,200.00
Conductor #10 or Smaller, Insulated	\$	658.70
Conductor #8 to #6, Insulated	\$	36,384.00
Light Pole, Complete, 1 Arm Shoulder Mount, Aluminum 35	\$	18,600.00
Light Pole, Complete, Remove	\$	1,740.00
Pole Cable Distribution System, Conventional	\$	7,500.00
Roadway Lighting, LED Fixtures, Costs Above Standard Fixture	\$	<u>1,095.33</u>
	\$	75,503.03

DECREASE THE FOLLOWING ITEMS:

Conduit, PVC Schedule 40 ~2", F&I, Open Trench	\$	(3,990.00)
Conductor #4 to #2, Insulated	\$	(53,269.20)
Light Pole, Complete, 1 Arm Shoulder Mount, Aluminum 45	\$	(4,850.00)
Light Pole, Complete, Relocate	\$	(6,500.00)
Load Center, F&I, Secondary Voltage	\$	<u>(19,300.00)</u>
	\$	(87,909.20)

Subtotal: Plan Revision 6 Roadway Lighting \$ (12,406.17)

Pay Item Quantity Adjustments

The increase of subsoil is consistent with the provisions of TS 120-14.2.3 for extra depth subsoil excavation. The fencing adjustments relates to the response RK&K RFI 016 wherein CFX and the Engineer confirms that fencing (special) is appropriate for both Belgian and Yothers overpass locations. The decrease of RFI 064 Existing Drainage Structure at Sta. 59+75 Lt. Belgian St. and the 1 additional RFI 064 Existing Drainage Structure at Sta. 59+75 Lt. Belgian St., relates to correcting a transposition error on the unit price of original Pay Item added by Supplemental Agreement #2. Compensation for the work should be \$16,619.37 as corrected herein.

ADD THE FOLLOWING ITEM:

RFI 064 Existing Drainage Structure at Sta. 59+75 Lt. Belgian St.	\$	16,619.37
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INCREASE THE FOLLOWING ITEMS:

Subsoil Excavation	\$	37.50
Fencing, Special	\$	<u>26,622.00</u>
	\$	26,659.50

DECREASE THE FOLLOWING ITEMS:

Fencing, Type R, 7.1-8.0' with Partial Enclosure	\$	(46,980.00)
RFI 064 Existing Drainage Structure at Sta. 59+75 Lt. Belgian St.	\$	<u>(16,169.37)</u>
	\$	(63,149.37)

Subtotal: Pay Item Quantity Adjustments \$ (19,870.50)

TOTAL AMOUNT FOR PROJECT 429-202 \$ **115,886.01**

Contract 599-526A: Wrong Way Driving Vehicle Detection & Countermeasures Equipment Installation
Sice, Inc.
SA 599-526A-1116-01

Contract Pay Items Quantity Adjustments

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

OVERRUN THE FOLLOWING ITEMS:

Fiber Optic Cable	\$	1,429.36
Fiber Optic Fusion Splice	\$	84.34
Small Fiber Optic Pull Box, F&I	\$	2,650.56
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Directional Bore	\$	1,644.78
Fiber Optic Conduit, 1-2" HDPE/SDR 11, Trench or Plow	\$	3,299.04
Fiber Optic Conduit, 2-2" HDPE/SDR 11, Trench or Plow	\$	1,000.44
Fiber Optic Conduit, 2-1" & 1-2" HDPE/SDR 11, Trench or Plow	\$	5,411.09
Fiber Optic Conduit, 2-1" & 2-2" HDPE/SDR 11, Trench or Plow	\$	11,961.60
Fiber Optic Patch Panel, 12 Port, F&I	\$	7,930.26
Conductors, F&I, Insulated, #10	\$	622.89
Conductors, F&I, Insulated, #2	\$	4,089.05
Conductors, F&I, Insulated, #1	\$	1,357.80
Conductors, F&I, Insulated, #1/0	\$	678.96
Conductors, F&I, Surface Mount, RGS	\$	676.26
	\$	<u>42,836.43</u>

UNDERRUN THE FOLLOWING ITEMS:

Fiber Optic Conduit, 1-1" HDPE/SDR 11, Wall Mounted	\$	(1,170.45)
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Trench or Plow	\$	(2,683.72)
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Wall Mounted	\$	(260.10)
Fiber Optic Conduit, 3-1" HDPE/SDR 11, Wall Mounted	\$	(268.40)
Fiber Optic Conduit, 1-2" HDPE/SDR 11, Bore	\$	(8,435.78)
Fiber Optic Conduit, 2-1" & 1-2" HDPE/SDR 11, Bore	\$	(11,106.45)
Fiber Optic Conduit, 2-1" & 2-2" HDPE/SDR 11, Bore	\$	(27,327.30)
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 1-2" HDPE/SDR 11, Bore	\$	(15,632.28)
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 2-2" HDPE/SDR 11, Bore	\$	(7,736.74)
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 3-2" HDPE/SDR 11, Bore	\$	(3,312.80)
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 2-1" & 1-2" HDPE/SDR 11, Bore	\$	(7,412.80)
Fiber Optic Conduit, 8" HDPE Outer Duct w/ 2-1" & 3-2" HDPE/SDR 11, Bore	\$	(1,240.56)
Fiber Optic Conduit, 8" HDPE Outer Duct w/ 2-1" & 4-2" HDPE/SDR 11, Bore	\$	(3,176.10)
Allowance for Disputes Review Board	\$	(10,000.00)
Work Order Allowance	\$	<u>(40,600.52)</u>
	\$	(140,364.00)

Subtotal: Adjustments for Contract Items \$ (97,527.57)

Time Extension - Tropical Storm Hermine

Tropical Depression #9 was later upgraded into Tropical Storm Hermine on the morning of August 31, 2016. The Contractor's schedule was impacted from August 30, 2016 to September 2, 2016. CFX has agreed to grant 4 non-compensable days for weather impacts from the storm. This time extension is consistent with Article 6.7.3 of the Contract.

Increase Contract Time 4 Non-Compensable Calendar Days

Time Extension - Added Work

Multiple locations on the project required the addition of a new fiber optic conduit. Further, there were a number of locations where a fiber patch panel had to be added and cabinets reorganized in order to land the fiber optic cable. The Contractor's schedule was impacted by these additional work items. CFX has agreed to grant 3 non-compensable days for delays resulting from this work in accordance with Contract General Specifications 2.3.2.7 Extra Work.

Increase Contract Time 3 Non-Compensable Calendar Days

Adjustments of Unit Prices for Rounding Error

The unit prices submitted in the original bid were carried out beyond 2 decimal places. In order to account for the difference between the 2 decimal unit prices used for calculating the overrun/underrun amounts on the Supplemental Agreement and the actual unit prices used to establish the original contract amount, an adjustment of \$2.51 is necessary.

INCREASE THE FOLLOWING ITEM:

Adjustments for Unit Prices

\$ 2.51

TOTAL AMOUNT FOR PROJECT 599-526A

\$ (97,525.06)

Contract 417-301C: SR 417/Boggy Creek Rd. Interchange Improvements Phase III
SEMA Construction
SA 417-301C-1116-07

Limerock Thickness Adjustment

Thickness adjustments in accordance with Standard Specification Section 285-7 are as follows:

ADD THE FOLLOWING ITEMS:

Base Group 2 Thickness Adjustment	\$ 5,584.00
Base Group 4 Thickness Adjustment	\$ 4,509.00
Base Group 11 Thickness Adjustment	<u>\$ 16,870.00</u>
	\$ 26,963.00

Disposition of Defective Material Adjustment

Adjustments in accordance with General Specification Section 4.6 are as follows:

ADD THE FOLLOWING ITEMS:

PG 76-22, FC-5, Dark Granite, DDM Adj.	\$ (1,764.00)
Class IV Concrete, Mass-Substructure, DDM Adj.	\$ (757.76)
Precast Prestressed Spliced U-Girders, 84", DDM Adj.	<u>\$ (3,377.58)</u>
	\$ (5,899.34)

Fuel Price Index Adjustment

The Contract contains provisions for Fuel Price Index adjustments. In accordance with the Contract specifications, the Engineer has calculated adjustments for the period of July 2015 - February 2016. Adjustments were made only if the current month Fuel Price is greater or less than 5% of Bid/Base Fuel Price. During this period of time \$72,878,051.52 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Bid Month: 9/13 Gas Base Price=2.8715; Diesel Base Price=3.2633

Fuel Price Adjustment July 2015 (Gas Price=2.0297; Diesel Price=1.9660)	\$ (3,694.82)
Fuel Price Adjustment August 2015 (Gas Price=1.7920; Diesel Price=1.6478)	\$ (6,782.34)
Fuel Price Adjustment September 2015 (Gas Price=1.5303; Diesel Price=1.6297)	\$ (2,757.20)
Fuel Price Adjustment October 2015 (Gas Price=1.5420; Diesel Price=1.5847)	\$ 211.17
Fuel Price Adjustment November 2015 (Gas Price=1.4882; Diesel Price=1.5633)	\$ (30,679.08)
Fuel Price Adjustment December 2015 (Gas Price=1.3555; Diesel Price=1.3852)	\$ (43,270.95)
Fuel Price Adjustment January 2016 (Gas Price=1.3468; Diesel Price=1.2602)	\$ (17,785.04)
Fuel Price Adjustment February 2016 (Gas Price=1.1907; Diesel Price=1.1750)	<u>\$ (2,603.81)</u>
	\$ (107,362.07)

Bituminous Price Index Adjustment

The Contract contains provisions for Bituminous Price Index adjustments. Accordingly, the Engineer has calculated adjustments for the period of November 2014 - February 2016.

ADD THE FOLLOWING ITEMS:

Bid Month: 9/13 AC Base Price=2.4949; Polymer Base Price=3.1675

Bituminous Price Adjustment November 2014 (AC Price=2.4871; Polymer Price=3.1579)	\$	330.05
Bituminous Price Adjustment July 2015 (AC Price=1.8792; Polymer Price=2.4357)	\$	(4,661.10)
Bituminous Price Adjustment August 2015 (AC Price=1.9241; Polymer Price=2.4110)	\$	(6,558.98)
Bituminous Price Adjustment September 2015 (AC Price=1.8838; Polymer Price=2.3338)	\$	(3,302.08)
Bituminous Price Adjustment October 2015 (AC Price=1.8128; Polymer Price=2.2994)	\$	(19,451.55)
Bituminous Price Adjustment November 2015 (AC Price=1.7860; Polymer Price=2.2496)	\$	(27,479.10)
Bituminous Price Adjustment December 2015 (AC Price=1.7342; Polymer Price=2.1852)	\$	(56,927.75)
Bituminous Price Adjustment January 2016 (AC Price=2.4148; Polymer Price=3.0423)	\$	(22,282.48)
Bituminous Price Adjustment February 2016 (AC Price=2.3280; Polymer Price=3.0316)	\$	(4,443.34)
	\$	(144,776.33)

Guardrail Anchor Assemblies

Pay items for the bridge and concrete barrier wall end anchorage assemblies were omitted from the contract and the cost of these items are being added by Supplemental Agreement.

ADD THE FOLLOWING ITEM:

Guardrail Anchor Assemblies, F&I	\$	26,156.60
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End Bent Reinforcing Tie Strips

This pay item was not included in the bidding documents, but the work was required.

ADD THE FOLLOWING ITEM:

End Bent Reinforcement Tie Strips	\$	14,486.55
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Bridge I D-2 Diaphragm Rebar

The reinforcing steel schedule on Plan Sheet B3-136 only reflected a quantity of 1 Type D2 Diaphragm for Ramp I.

ADD THE FOLLOWING ITEM:

Bridge I D-2 Diaphragm Rebar	\$	17,884.75
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Existing Pipe Desilting

Although the contract indentifies the requirement for videotaping the existing drainage pipe, the work could not be accomplished until the pipes were desilted. Consequently CFX authorized the desilting on a force account basis.

ADD THE FOLLOWING ITEM:

Existing Pipe Desilting	\$	104,093.67
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South Access Mill and Pave 7"

A portion of the existing base material was exposed while milling along South Access Road and after coring was found to be less than the anticipated thickness. In order to transition to the existing left shoulder to tie-in to the area being milled and resurfaced, the profile of the existing paved shoulder required adjusting.

ADD THE FOLLOWING ITEM:

South Access Mill and Pave 7"	\$	19,501.41
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Slope Pavement Replacement

The existing slope pavement had settled significantly which required removal and replacement.

ADD THE FOLLOWING ITEM:

Slope Pavement Replacement	\$	10,690.51
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Field Office

The Contractor provided a field office for a period of time beyond that specified in the Contract.

ADD THE FOLLOWING ITEM:

Field Office	\$	875.00
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Composite Pay Factor (CPF) Adjustments

CFX wishes to add the following items to allow for CPF adjustments in accordance with Standard Specifications 334-8.3 and 337-12.3. This specification provides for a pay adjustment on asphalt placed with calculated pay factors for proximity to target for characteristics including asphalt binder content and gradation.

ADD THE FOLLOWING ITEMS:

Lot 1 CPF Adjustment (CPF 1.04)	\$	4,979.22
Lot 2 CPF Adjustment (CPF 1.02)	\$	1,346.67
Lot 3 CPF Adjustment (CPF 0.94)	\$	(6,573.89)
Lot 4 CPF Adjustment (CPF 1.05)	\$	4,283.73
Lot 6 CPF Adjustment (CPF 1.03)	\$	3,386.90
Lot 8 CPF Adjustment (CPF 1.04)	\$	5,782.76
Lot 9 CPF Adjustment (CPF 0.93)	\$	(9,960.10)
Lot 10 CPF Adjustment (CPF 1.04)	\$	7,353.33
Lot 11 CPF Adjustment (CPF 1.02)	\$	838.50
Lot 12 CPF Adjustment (CPF 1.05)	\$	6,386.91
Lot 13 CPF Adjustment (CPF 1.03)	\$	8,309.02
Lot 15 CPF Adjustment (CPF 1.02)	\$	5,542.40
Lot 16 CPF Adjustment (CPF 1.02)	\$	1,073.16
Lot 18 CPF Adjustment (CPF 1.01)	\$	2,866.09
Lot 20 CPF Adjustment (CPF 1.01)	\$	524.67
	\$	<u>36,139.37</u>

Completed Pay Items of Work

CFX wishes to adjust quantities for completed pay items in the contract. The following will adjust contract quantities to reflect the actual authorized and constructed quantities under the contract.

INCREASE THE FOLLOWING ITEMS:

Changeable Variable Message Sign, Temp	\$	2,688.00
Milling Existing Pavement, 1" Avg. Depth	\$	26,719.50
Milling Existing Pavement, 1 1/2" Avg.	\$	2,056.56
Milling Existing Pavement, 3/4" Avg.	\$	2,039.40
Superpave Asphaltic Concrete, Traffic C	\$	78,033.60
Superpave Asphaltic Concrete, Traffic C, PG 76-22	\$	52,747.20
Asphaltic Concrete Friction Course Inc. Bit./PG 76-22, FC-5, Dark Granite	\$	40,684.00
Asphaltic Concrete Friction Course Inc. Bit./PG 76-22, FC-9.5, Dark Granite	\$	184,890.00
Miscellaneous Asphaltic Pavement	\$	1,845.00
Reinforcing Steel (Superstructure)	\$	19,407.85
Inlets, Gutter, Type S, <10'	\$	2,600.00
Pipe Culvert RCP, Round, 36"	\$	13,200.00
Pipe Culvert RCP, Round, 42", Class V	\$	3,220.00
Mitered End Section, Optional Round, 42" CD	\$	3,000.00
Piles, Polyethylene Sheeting	\$	20,592.00
Multi Rotational Bearing Assembly-Expansion, 1501-1750 Kips	\$	30,800.00
Shoulder Gutter Concrete	\$	6,256.00
Concrete Traffic Railing-System Mount w/ Sleeper Slab, 32" F Shape	\$	8,200.00
Concrete Sidewalk, 4" Thick	\$	32,895.00
Concrete Ditch Pavement Reinforced, 4"	\$	126.00
Guardrail, Roadway	\$	6,180.00
Directional Bore, 6" to 12"	\$	2,352.00
Sign Structure Painting	\$	4,800.00
Performance Turf, Sod	\$	130,077.00
Conduit, F&I, Underground	\$	3,351.60
Fiber Optic Cable Inventory	\$	820.00
Fiber Optic Splice Housing Inventory	\$	1,640.00
Fiber Optic Cable, F&I, 12 Fiber	\$	219.30
Fiber Optic Fusion Splice Enclosure Re-Entry	\$	440.00
Pull Junction Boxes, F&I, Pull Box	\$	3,100.00
Fiber Optic Conduit, 2-1" HDPE/SDR II, Trench	\$	61.50
Fiber Optic Conduit, 8-1" HDPE/SDR II, Trench or Plow	\$	7,989.50
Fiber Optic Conduit, 6" BSP, 8-1" HDPE/SDR II, Directional Bore	\$	5,070.00
Fiber Optic 6" BSP Split Outer Duct	\$	350.00
Fiber Optic 6" BSP Split Outer Duct w/ Conduit 2-1" HDPE/SDR II, Trench	\$	1,720.00
Fiber Optic 4" PVC Outer Duct w/ Conduit 4-1" HDPE/SDR II, Trench	\$	105.00
Electrical Service Wire, F&I	\$	672.00
Loop Assembly, F&I, Type B	\$	2,160.00
Loop Assembly, F&I, Type F	\$	5,500.00
Traffic Monitoring Station, Reconfigure Existing Site	\$	2,900.00
Remote Power Manager, F&I	\$	860.00
Multi-Post Sign, Remove	\$	700.00
Sign Panel, F&I, 101-200SF	\$	17,400.00
Sign Panel, Remove	\$	340.00
Retro-Reflective Pavement Marker	\$	1,064.20
Thermoplastic, Std., White, Solid, 6"	\$	2,070.90

Thermoplastic, Std., White, Solid, 8"	\$	287.77
Thermoplastic, Std., White, Solid, 12"	\$	979.20
Thermoplastic, Std., White, Solid, 18"	\$	488.40
Thermoplastic, Std., White, Skip, 6"	\$	83.20
Thermoplastic, Std., White, D/G/E, 6"	\$	133.20
Thermoplastic, Std., Yellow, Solid, 6"	\$	1,143.80
Pavement Marking-Preformed Tape, HP, White, Solid, 8"	\$	14,768.10
Pavement Marking-Preformed Tape, HP, White, Solid, 18"	\$	8,040.00
Pavement Marking-Preformed Tape, HP, White, Skip 3'-12', 12"	\$	2,315.40
Pavement Marking-Preformed Tape, HP, Yellow, Solid, 6"	\$	3,040.00
Pavement Marking-Preformed Tape, HP, Contrast, Solid, 9"	\$	15,989.40
Pavement Marking-Preformed Tape, HP, Contrast, Skip 10'-30', 9"	\$	5,887.20
Lighting Conductors, F&I, #8 to #6	\$	6,206.55
Lighting Conductors, F&I, #4 to #2	\$	33,846.54
Lighting Conduit, F&I, Underground	\$	1,096.20
Tubular Route Marker	\$	855.00
Allowance for Disputes Review Board	\$	11,000.00
Utility Structure Below Ground	\$	21,766.80
	\$	<u>861,869.87</u>

DECREASE THE FOLLOWING ITEMS:

MOT for Roadway Repair Contingency	\$	(12,500.00)
Excavation Regular	\$	(29,436.00)
Stabilization Type B	\$	(41,776.00)
Limerock Base, Base Group 11, 12" LBR 100, w/ Prime	\$	(3,472.00)
Milling Existing Pavement, 1 3/4" Avg. Depth	\$	(5,287.50)
Roadway Repair Contingency	\$	(34,500.00)
Class IV Concrete, Mass-Substructure	\$	(6,804.00)
Reinforcing Steel, Substructure	\$	(19,671.20)
Pipe Culvert RCP, Round, 24", Class V	\$	(1,005.00)
U-Endwall w/ Baffles, 1:6 Slope, 18"	\$	(2,900.00)
Video Inspect Existing Pipe	\$	(7,972.25)
Multi Rotational Bearing Assembly-Expansion, 1751-2000 Kips	\$	(34,400.00)
Rip Rap, Rubble	\$	(4,968.00)
Guardrail End Anchorage Assembly, Flared, SRT-350 Only	\$	(3,000.00)
Guardrail End Anchorage Assembly, Type II	\$	(430.00)
Retaining Wall System-Permanent, Excluding Barrier	\$	(14,168.00)
Fencing, Type B, Std.	\$	(420.00)
Fiber Optic Cable, F&I, 72 Fiber	\$	(514.80)
System Auxiliaries, Relocate, CCTV Camera Assembly	\$	(4,000.00)
Thermoplastic, Std., White, Solid, 24"	\$	(632.50)
Thermoplastic, Std., White, Message	\$	(8,400.00)
Thermoplastic, Std., White, Arrows	\$	(2,550.00)
Lighting Conductors, F&I, #10 or Smaller	\$	(102.00)
Light Pole Comp., F&I, Standard, 130MPH, 45'	\$	(32,400.00)
Lighting Pull Box, F&I, Roadside, Moulded	\$	(1,110.00)
Pole Cable Distribution System, Conventional	\$	(12,600.00)
Work Order Allowance	\$	<u>(180,709.82)</u>
	\$	(465,729.07)

Subtotal: Completed Pay Items of Work \$ 396,140.80

TOTAL AMOUNT FOR PROJECT 417-301C **\$ 394,893.92**

**Contract 417-733: SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.
Ranger Construction Industries, Inc.
SA 417-733-1116-04**

Narcoossee Rd. Southbound Exit Ramp

The southbound exit ramp at Narcoossee Rd. and SR 417 warrants an exclusive dual left turn lane for vehicles traveling in the westbound direction from SR 417. It was determined by CFX that this work should be added to the scope of work for this contract. Plans for SR 417 southbound off ramp at Narcoossee Rd. dated May 27, 2016 were issued by the Engineer of Record (EOR) to implement these changes into the contract.

ADD THE FOLLOWING ITEMS:

Mobilization, 1 LS	\$	9,300.00
Maintenance of Traffic, 1 LS	\$	11,210.00
Portable Changeable Message Sign, Temporary, 1 LS	\$	235.00
Erosion Control, 1 LS	\$	495.00
Clearing and Grubbing, 1 LS	\$	5,700.00
Optional Base Group 9, Type B, 12.5, 28.4 SY	\$	145.00
Superpave Asphaltic Concrete, Traffic C, 4.7 TN	\$	490.00
Open Inlet, Concrete Flume, 1 EA	\$	5,600.00
Concrete Curb and Gutter, Type E, 57 LF	\$	35.00
Signal Cable, New or Reconstructed Intersection, F&I, 1 PI	\$	1,410.00
Signal Cable, Remove Intersection, 1 PI	\$	410.00
Span Wire Assembly, F&I, 2 Point, Perpendicular, 1 PI	\$	1,148.00
Span Wire Assembly, Remove, Poles Remain, 1 PI	\$	295.00
Traffic Signal, F&I, Aluminum, 3 Section, 1 Way, 3 AS	\$	1,159.00
Traffic Signal, Remove, 3 AS	\$	120.00
Loop Detector Inductive, F&I, Type 9, 1 EA	\$	300.00
Traffic Controller Assembly, Modify, 1 AS	\$	440.00
Island Nose, Yellow, 8 SF	\$	2.35
Solid Traffic Stripe, Thermoplastic, White, 12", 114 LF	\$	2.94
Solid Traffic Stripe, Thermoplastic, Yellow, 6", 0.023 GM	\$	9,400.00
Thermoplastic Pavement Marking Removal, 250 SF	\$	1.75
	\$	<u>47,899.04</u>

INCREASE THE FOLLOWING ITEM:

Solid Traffic Stripe, PPRT, White, 8", 597 LF	\$	2,459.64
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Subtotal: Narcoossee Rd. Southbound Exit Ramp	\$	50,358.68
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Base Repairs

The extent of base repairs necessary to make the project functional were difficult to predetermine and consequently were underestimated on this project. This Supplemental Agreement will provide the funds necessary for these additional repairs.

INCREASE THE FOLLOWING ITEMS:

Roadway Repair, Base Repair, 637.5 TN	\$	57,375.00
Roadway Repair, Emergency Base Repair, 394.2 TN	\$	<u>35,478.00</u>
	\$	92,853.00

Time Extension

The majority of work on this contract is asphalt paving which has various weather restrictions outlined in the contract. The Contract does not include an allowance for delays caused by the effects of inclement weather. Therefore, CFX would like to add contract language that allows the addition of non-compensable contract time for paving operations adversely affected by inclement weather. In addition, CFX would like to add 45 calendar days for adverse weather that occurred since contract time began. This includes time for both tropical storms Colin and Hermine.

Increase Contract Time 45 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 417-733

\$145,116.30

Contract 599-132: Design/Build for Backup Data Center
Gomez Construction Co.
SA 599-132-1116-03

Contract Pay Items Quantity Adjustments

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

UNDERRUN THE FOLLOWING ITEMS:

Work Order Allowance	\$	(16,581.97)
Disputes Review Board	\$	<u>(10,000.00)</u>
	\$	(26,581.97)

TOTAL AMOUNT FOR PROJECT 599-132

(\$26,581.97)

Contract 528-313: SR 528/Innovation Way Interchange
Lane Construction Corp.
SA 528-313-1116-02

Wet Well Structure Liner

The Innovation Way Extension plans prepared for Suburban Land Reserve, Inc. (SLR) include the construction of a future lift station (wet well) tract on Aerospace Parkway to be dedicated to Orange County. The plans specified the wet well structure be bitumastic coated inside and out to achieve a 16 mil dry film. The Engineer of Record (EOR) subsequently required the wet well structure to be upgraded to include a dyed waterproofing admixture in the concrete casting and an interior 5mm HDPE liner. Consistent with the Innovation Way Interchange Agreement, this entire change has been approved and will be reimbursed by SLR.

ADD THE FOLLOWING ITEM:

Wet Well Structure Liner	\$	29,991.12
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Pressurized Sewer Force Main PVC Pipe

The Innovation Way Extension plans prepared for SLR include the construction of pressurized sewer force main along Aerospace Parkway to be dedicated to Orange County. The plans specified the pressure class of force main PVC pipe to be DR-25. The EOR subsequently required the pressure class of force main PVC pipe to be upgraded to DR-18. Consistent with the Innovation Way Agreement, this entire change has been approved and will be reimbursed by SLR.

ADD THE FOLLOWING ITEM:

Pressurized Sewer Force Main PVC Pipe	\$	13,505.93
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Underdrain, Type 1

The quantity of the underdrain along Aerospace Parkway was understated in the contract. CFX wishes to correct this oversight by compensating the Contractor at original bid unit prices for the correct amount of underdrain required to construct the project. Consistent with the Innovation Way Agreement, the cost of this quantity increase has been approved and will be reimbursed by SLR.

INCREASE THE FOLLOWING ITEM:

Underdrain, Type 1	\$	15,484.00
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Underdrain, Type 2 Upgrade

The Innovation Way Extension plans prepared for SLR include the construction of underdrain, Type 1 along Aerospace Parkway to be dedicated to Orange County. The County has recommended the underdrain be upgraded to Type 2 as this is their standard. This change compensates the Contractor for costs directly associated to upgrade all underdrain to Type 2.

ADD THE FOLLOWING ITEM:

Underdrain, Type 2 Upgrade	\$	3,644.00
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Type R Fence, Vinyl Coat

The contract documents did not specify a fence coating required for the Innovation Way bridges. It is CFX's intent for all fence to receive black vinyl coating. CFX wishes to correct this oversight by compensating the Contractor for the costs associated with the black vinyl coated fence required on the Innovation Way bridges.

ADD THE FOLLOWING ITEM:

Type R Fence, Vinyl Coat	\$	15,760.50
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Incorporate Updated Contract Provisions

Incorporate the provisions outlined by FDOT District Construction Engineer Memo 22-15 in the contract. The memo updates and modifies the FM 1-T 166 test method.

TOTAL AMOUNT FOR PROJECT 528-313

\$78,385.55

**Contract 417-731A: SR 417 Milling & Resurfacing, SR 50 to Orange/Seminole Co. Line
Preferred Materials, Inc.
SA 417-731A-1116-03**

Contract Pay Items Quantity Adjustments

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

OVERRUN THE FOLLOWING ITEMS:

Temporary Traffic Detection & Maintenance, Intersection	\$	72.00
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$	57,194.21
Roadway Repair, Base Repair	\$	30,843.83
Asphalt Concrete Friction Course, Inc. Bit., FC-5, PG 76-22 PMA, Black Granite	\$	30,841.51
Asphalt Concrete Friction Course, Inc. Bit., FC-12.5, PG 76-22 PMA, Black Granite	\$	11,283.39
Loop Assembly, F&I, Type B	\$	3,600.00
Single Post Sign, F&I, Ground Mount, >12 SF	\$	709.60
Single Post Sign, F&I, Barrier Mount, >12 SF	\$	929.80
Directional Arrow, Thermo	\$	479.75
Solid Traffic Stripe, PPRT, Yellow, 8"	\$	11.10
Pavement Message, PPRT	\$	2,424.20
Asphalt Concrete Friction Course, Inc. Bit, FC-5, PG 76-22	\$	529.60
Solid Traffic Stripe, PPRT, White, 8"	\$	129.60
Skip Traffic Stripe, PPRT, White, 3'-12', 12"	\$	184.18
Solid Traffic Stripe, PPRT, Contrast, White/Black, 9"	\$	28.71
Skip Traffic Stripe, Thermo, Open Graded, White, 3'-12', 12"	\$	515.13
Solid Traffic Stripe, PPRT, White, 8"	\$	67,670.40
Solid Traffic Stripe, PPRT, White, 12"	\$	9,724.00
Solid Traffic Stripe, PPRT, White, 18"	\$	59,677.20
Skip Traffic Stripe, PPRT, White, 3'-12', 12"	\$	6,353.61
Solid Traffic Stripe, PPRT, Yellow, 6"	\$	103,391.75
Solid Traffic Stripe, PPRT, Contrast, White/Black, 9"	\$	143,110.08
Skip Traffic Stripe, PPRT, Contrast, White/Black, 10'-30', 9"	\$	62,599.43
	\$	<u>592,303.08</u>

UNDERRUN THE FOLLOWING ITEMS:

Maintenance of Traffic for Roadway Repair Contingency	\$	(36,432.00)
Roadway Repair Contingency	\$	(357,554.95)
Sod, Performance Turf	\$	(19,849.05)
Loop Assembly, F&I, Type F	\$	(3,200.00)
Single Post Sign, Remove	\$	(58.75)
Delineator, Flexible Tubular	\$	(85.90)
Retro-Reflective Pavement Markers	\$	(3,018.35)
Solid Traffic Stripe, Thermoplastic, White, 12"	\$	(335.72)
Solid Traffic Stripe, Thermoplastic, White, 24"	\$	(971.70)
Dotted Traffic Stripe, Thermoplastic, White, 2'-4', 6"	\$	(16.80)
Pavement Message, Thermo	\$	(4,636.75)
Solid Traffic Stripe, PPRT, White, 6"	\$	(804.89)
Solid Traffic Stripe, PPRT, White, 8"	\$	(63,488.70)
Solid Traffic Stripe, PPRT, White, 12"	\$	(8,262.00)

Solid Traffic Stripe, PPRT, White, 18"	\$ (58,443.00)
Skip Traffic Stripe, PPRT, White, 3'-12', 12"	\$ (4,671.47)
Solid Traffic Stripe, PPRT, Yellow, 6"	\$ (111,093.09)
Solid Traffic Stripe, PPRT, Yellow, 18"	\$ (3,121.80)
Solid Traffic Stripe, PPRT, Contrast, White/Black, 9"	\$ (148,626.35)
Skip Traffic Stripe, PPRT, Contrast, White/Black, 10'-30', 9"	\$ (60,023.68)
Tape Pavement Marking Removal	\$ (638.55)
Allowance for Disputes Review Board	\$ (10,000.00)
Work Order Allowance	\$ (300,000.00)
Milling Existing Asphalt 3/4" Depth	\$ (777.00)
Retro-Reflective Pavement Markers	\$ (29.70)
Solid Traffic Stripe, PPRT, White, 12"	\$ (679.40)
Solid Traffic Stripe, PPRT, White, 18"	\$ (231.80)
Solid Traffic Stripe, Thermo, Open Graded, White, 6"	\$ (868.96)
Solid Traffic Stripe, Thermo, Open Graded, White, 8"	\$ (2,566.19)
Solid Traffic Stripe, Thermo, Open Graded, White, 12"	\$ (351.00)
Solid Traffic Stripe, Thermo, Open Graded, White, 18"	\$ (388.93)
Skip Traffic Stripe, Thermo, Open Graded, White, 10'-30', 6"	\$ (797.88)
Solid Traffic Stripe, Thermo, Open Graded, Yellow, 6"	\$ (70.94)
	\$ (1,202,095.30)

Subtotal: Adjustments for Contract Items \$ (609,792.22)

Composite Pay Factor (CPF) & Straightedge Deficiency Adjustments

Lot 1 CPF Adjustment, CPF 0.99	\$ (1,722.60)
Lot 2 CPF Adjustment, CPF 1.02	\$ 3,400.29
Lot 3 CPF Adjustment, CPF 1.04	\$ 6,852.97
Lot 4 CPF Adjustment, CPF 1.03	\$ 5,154.45
Lot 5 CPF Adjustment, CPF 0.89	\$ (4,952.72)
Lot 6 CPF Adjustment, CPF 0.99	\$ (1,723.78)
Lot 7 CPF Adjustment, CPF 1.05	\$ 6,269.49
Lot 8 CPF Adjustment, CPF 1.04	\$ 6,902.25
Lot 9 CPF Adjustment, CPF 1.03	\$ 5,155.49
Lot 10 CPF Adjustment, CPF 1.05	\$ 8,326.28
Lot 12 CPF Adjustment, CPF 1.03	\$ 5,184.00
Lot 15 CPF Adjustment, CPF 1.02	\$ 1,784.90
Lot 14 CPF Adjustment, CPF 0.97	\$ (3,503.47)
Lot 18 CPF Adjustment, CPF 1.02	\$ 3,788.12
Lot 19 CPF Adjustment, CPF 1.03	\$ 904.38
Lot 17 CPF Adjustment, CPF 0.95	\$ (9,216.05)
Lot 22 CPF Adjustment, CPF 1.05	\$ 12,339.07
Lot 23 CPF Adjustment, CPF 1.05	\$ 12,345.00
Lot 24 CPF Adjustment, CPF 0.96	\$ (9,672.90)
Straightedge Deficiency Mainline, Lane L2 Sta. 1239+99	\$ (938.30)
	\$ 46,676.87

TOTAL AMOUNT FOR PROJECT 417-731A \$ **(563,115.35)**

Contract 528-405: SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction
Southland Construction, Inc.
SA 528-405-1116-05

Cast in Place Walls (Via Flora)

CFX requested cast in place walls be constructed at Via Flora at SR 528. These are being installed to improve the overall safety and aesthetics at this location.

ADD THE FOLLOWING ITEM:

Cast in Place Walls (Via Flora)	\$	80,430.32
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<u>TOTAL AMOUNT FOR PROJECT 528-405</u>	\$	<u>80,430.32</u>
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CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

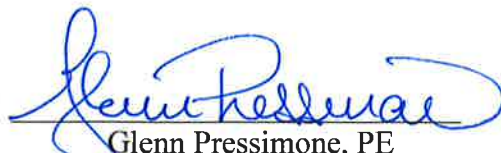
DATE: October 27, 2016

SUBJECT: S.R. 528 Econlockhatchee River Bridge Replacement
Option and Sales Agreement
Project 528-131, Contract No. 001224

Board authorization is requested for CFX to enter into an Option and Sale Agreement with Holland Properties, Inc., a Florida corporation d/b/a TM-ECON MITIGATION BANK to offset wetland impacts (as determined by the St. Johns River Water Management District and the U.S Army Corps of Engineers) associated with the S.R. 528 Econlockhatchee River Bridge Replacement, Project 528-131.

This Agreement contemplates the purchase of Three and Seventy Four/Hundredths (3.74) State UMAM Freshwater Wetland Credits (which also satisfies the 3.65 Federal WRAP Palustrine credits required by the USACE) by CFX for a total cost payable to Holland Properties, Inc., in the amount of Five Hundred Four Thousand Nine Hundred dollars and no cents (\$504,900.00).

Reviewed by:


Glenn Pressimone, PE
Director of Engineering

OPTION AND SALES AGREEMENT

This Option and Sales Agreement (hereinafter "Agreement") is entered into this 7th day of September, 2016, by and among **Holland Properties, Inc., a Florida corporation d/b/a TM-ECON MITIGATION BANK**, (hereinafter "Mitigation Bank"), whose address is P.O. Box 770308, Winter Garden, Florida, 34777-7308 and **Central Florida Expressway Authority** (hereinafter "Buyer"), whose address is 4974 ORL Tower Rd., Orlando, FL 32807.

WHEREAS, Buyer is in the process of permitting a project known as SR 528 Econlockhatchee River Bridge Replacement, **SJRWMD Permit # 114678-2 and ACOE Permit # SAJ-2016-02704** and

WHEREAS, as part of the environmental permitting process (hereinafter "Permit") involving the St Johns River Water Management District (hereinafter "District"), the U. S. Army Corps of Engineers (hereinafter "ACOE") it is anticipated that the referenced governmental agencies will impose a requirement as a condition to granting the Permits that certain mitigation efforts be undertaken with respect to impacted wetlands and certain mitigation credits be purchased to satisfy the Permits; and

WHEREAS, Mitigation Bank is a mitigation bank with freshwater UMAM mitigation credits (hereinafter individually referred to as "Credit" or collectively referred to as "Credits") under SJRWMD Permit No. 4-095-84310-7 and ACOE Instrument No. 200107089 (IP-TB); and

WHEREAS, Mitigation Bank desires to sell Credits to Buyer for the purpose of meeting their needs, and

WHEREAS, the feasibility of using the Mitigation Bank and the number of Credits needed by Buyer has tentatively been determined by Buyer, and

WHEREAS, Mitigation Bank is entitled to convey Credits to Buyer under St. Johns River Water Management District Permit No. 4-095-84310-7 (hereinafter "ERP") and U.S. Army Corps of Engineers (hereinafter "ACOE") Instrument No. 2001-07089 (IP-TB); and

WHEREAS, to exercise the Option, as defined herein, Mitigation Bank requires the Buyer to deposit the full purchase price with owner's agent, James L. Clark (hereinafter "Owner's Agent"), whose address is P. O. Box 885, Windermere, FL 34786, within 15 days from the date of the issuance of the last Permits.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein and Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed:

1. **Whereas Clauses.** The recitals set forth in the Whereas Clauses herein are material components to this Agreement and are incorporated hereby by this reference.

2. **Option Period.** This option to purchase ("Option") shall commence upon the signing of this Agreement and expire on March 7, 2017 ("Option Period"). This Agreement shall be void unless Buyer fully executes and delivers the Agreement to Owner's Agent by October 7, 2016.

3. **Option Payment.** No Option Payment is required for this Agreement.

4. **Agreement to Sell.** Mitigation Bank does hereby agree to sell to Buyer upon issuance of the Permits **Three and Seventy Four/Hundreds (3.74) State UMAM Freshwater Wetland Credits (including .62 RHPZ credits) and the required quantity of Federal WRAP Palustrine Credits for this Project as determined by the ACOE** under the terms and conditions set forth herein.

5. **Purchase Price.** The purchase price to be paid by Buyer to Mitigation Bank for the Credits shall be **Five Hundred Four Thousand Nine Hundred and No/100ths Dollars (\$504,900.00)** ("Purchase Price").

6. **Exercise of Option.** Within fifteen (15) days from the date of receipt of the Permits Buyer shall deposit the Purchase Price with Owner's Agent together with a copy of the ACOE Permit Letter. If paying with a check the check shall be made in favor of "Holland Properties, Inc.". The Mitigation Bank shall then immediately advise the District and ACOE that the terms and conditions of this Agreement have been completed by the Buyer.

7. **Notices:** Any notice required hereunder shall be given in writing and shall be sent by registered or certified mail, return receipt requested, hand delivered or deposited into a recognized overnight courier service to the parties hereto at the following addresses:

MITIGATION BANK: TM-ECON MITIGATION BANK
ATTN: R. S. Holland
Post Office Box 770308
Winter Garden, Florida 34777-7308

With a copy to: **Swann, Hadley, Stump, Dietrich & Spears P.A.**
ATTN: Ralph V. Hadley, III, Esquire

1031 West Morse Boulevard, Suite 350
Winter Park, Florida 32789
407-647-2777 (telephone)
407-647-2159 (fax)

FOR MAIL USE THE FOLLOWING ADDRESS:
P. O. Box 1961
Winter Park, Florida 32790-1961

OWNER'S AGENT:

James L. Clark, SCV
P.O. Box 885
Windermere, FL 34786
407-876-2755 (telephone)
407-876-5284 (fax)

BUYER:

Central Florida Expressway Authority
Joseph A. Berenis, P.E., Chief of Infrastructure
4974 ORL Tower Rd.
Orlando, FL 32807

_____ (telephone)
_____ (fax)

With a copy to:

Atkins Global, Inc.
Attn: Ryan Fowler
482 S. Keller Rd.
Orlando, FL, 32810

407/806-4344 (telephone)
407/806-4500 (fax)

Notices will be deemed received when delivered if hand delivered or sent via a recognized overnight courier service or 3 days after depositing same in the U.S. Mail if sent via registered or certified mail.

8. **Attorneys' Fees/Venue.** If any suit or action shall be instituted to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and reasonable attorneys' fees expended as part of such suit,

action, or appeal and venue of any such action shall be in the Ninth Judicial Circuit Court, Orange County, Florida.

9. **Severability.** If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

10. **Binding Effect.** The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and assigns of the parties hereto.

11. **Typewritten or Handwritten Provisions.** Handwritten or typewritten provisions inserted into this Agreement initialed by all parties shall control over the typewritten provisions in conflict therewith.

12. **Captions.** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument.

14. **Facsimile Signatures.** Facsimile signatures of this Agreement shall be deemed binding on all parties.

15. **Effective Date of this Agreement.** The effective date of this Agreement shall be the date this Agreement is last executed by either Buyer or Mitigation Bank ("Effective Date").

16. **Governing Law; Venue.** The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement, shall lie in Orange County, Florida.

17. **Amendments.** This Agreement may not be amended except by written agreement signed by all of the parties.

18. **Assignment.** Buyer shall not have the right to assign this Agreement.

19. **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

20. **Option to Purchase More or Less Credits.** The Mitigation Bank and Buyer agree that the amount of State UMAM Wetland Mitigation Credits to be supplied under the Agreements may be increased by up to **One (1.0)** additional Credits or decreased during the term of the Agreement at Buyer's option, the ("Quantity Option"). Buyer shall notify the Owner's Agent in writing of Buyer's intention to exercise its Quantity Option and by stating the number of Credits Buyer intends to add or decrease to its purchase. Upon delivery of a notice to exercise the Quantity Option Mitigation Bank shall issue a revised Reservation Letter indicating Mitigation Bank's agreement to provide the revised total of Credits. In the event Buyer exercises this Quantity Option the Purchase Price shall be adjusted accordingly by multiplying the actual number of State Credits purchased by the sum of \$ 135,000 per Credit prorated for fractional credits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

MITIGATION BANK :

TM-ECON MITIGATION BANK



By: _____
**James L Clark, Authorized Agent
for, TM-Econ Mitigation Bank and
Holland Properties, Inc.**

Executed: September 7, 2016

BUYER:
Central Florida Expressway Authority

By: _____
Joseph A. Berenis, P. E.

Its: Chief of Infrastructure

Executed: _____, 2016

Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank
Post Office Box 770308
Winter Garden, FL 34777-0308
(407) 656-1553

September 7, 2016

J. Reid Hilliard, Technical Program Manager
St. Johns River Water Management District
601 S. Lake Destiny Rd., Suite 200
Orlando, FL 32751

Re: Request for a **RESERVATION** of Mitigation Credits from TM/Econ Mitigation Bank, Permit No. 4-095-84310-7

Dear Mr. Hilliard:

This is a request for a **Reservation** of UMAM credits from the above referenced Mitigation Bank Number. In support of this request, the following information is provided:

Impact Project: CFX SR 528 Econlockhatchee River Bridge Replacement
SJRWMD Permit #: 114678-2

Number of Credits Reserved: 3.74 (Three and Seventy Four / Hundreds)

Type of credits Reserved: Freshwater Wetland UMAM Credits **including .62 RHPZ Credits.**

Credits are to be Reserved from the above referenced Mitigation Bank.
The basin that the Credits are to be Reserved from is the Econlockhatchee Nested Basin.

Upon payment by Applicant and issuance of the permit for the Impact Project noted herein TM/Econ Mitigation Bank shall provide you with a request for a minor modification of its permit and ledger for the Withdrawal of the above referenced credits. If you have any questions regarding this request, please contact me at 407/876-2755.

Sincerely,



James L. Clark, Agent for
TM/ Econ Mitigation Bank

CC:

Holland Properties, Inc.
Ryan Fowler, Atkins Global

Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank
Post Office Box 770308
Winter Garden, FL 34777-0308
(407) 656-1553

October 26, 2016

Vivian Gerena, Mitigation Mgr.
US Army Corps of Engineers
701 San Marcos Blvd. Rm. 372
Jacksonville, FL 32207-8175

Re: **RESERVATION** of WRAP Mitigation Credits from TM/Econ Mitigation Bank,
Permit No. 2001-07089 (IP-TB)

Dear Ms. Gerena:

Please be advised that we have **Reserved** credits from the above referenced Mitigation Bank Number pursuant to the following information:

Impact Project: CFX SR 528 Econlockhatchee River Bridge Replacement
ACOE Permit #: SAJ-2016-02704
Number of Credits Reserved: Three and Sixty-Five / Hundreds (3.650)
Type of credits Reserved: Palustrine WRAP

Credits are being Reserved from the above referenced Mitigation Bank.

Upon issuance of the permit for the Impact Project noted herein TM/Econ Mitigation Bank shall provide you with a request for a minor modification of its permit and ledger for the Withdrawal of the above referenced credits. If you have any questions regarding this request, please contact me at 407/876-2755.

Sincerely,



James L. Clark, Agent for
TM/ Econ Mitigation Bank

CC:
Holland Properties, Inc.
Ryan Fowler, Atkins Global, Inc.


CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 31, 2016

RE: Approval of Contract Renewal with URS Corporation Southern
S.R. 408/ S.R. 417 Ultimate Interchange Improvements
Contract No. 000818

Board approval is requested for the first renewal of the referenced contract with URS Corporation Southern in the amount of \$0.00 for a five year period beginning January 10, 2017 and ending January 9, 2022. The original contract was five years with a five year renewal.

Original Contract Amount	\$5,000,000.00
Supplemental Agreement No. 1	\$ 550,000.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	\$ 259,048.79
Supplemental Agreement No. 4	\$ 0.00
Supplemental Agreement No. 5	\$ 0.00
Supplemental Agreement No. 6 (Phase 1 Post Design)	\$ 361,091.19
Supplemental Agreement No. 7	\$ 79,270.88
First Renewal	\$ 0.00
Total	\$6,249,410.86

The services to be provided by URS Corporation Southern under this renewal include design development and construction in connection S.R. 408/S.R. 417 Ultimate Interchange Improvements.

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

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000818**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of November, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and URS Corporation Southern, herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 14, 2011, with a Notice to Proceed date of January 10, 2012, whereby CFX retained the Consultant to furnish certain services in connection with S.R. 408/S.R. 417 Ultimate Interchange Improvements; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of five (5) years;

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 10th day of January, 2017 and ending the 9th day of January, 2022 with no increase in the Contract amount.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract ending January 9, 2017, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending January 9, 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.

URS CORPORATION SOUTHERN

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

SUPPLEMENTAL AGREEMENT NO. 7
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of September, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of URS CORPORATION SOUTHERN. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th Day of November 2011, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S August 23, 2016 correspondence to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upwards by \$66,765.37 to \$3,631,843.44.
 - b. Direct Expenses remain unchanged at \$108,894.65.
 - c. The Field Survey costs remain unchanged at \$173,943.53.
 - d. The Subcontract Items are adjusted upward by \$12,505.51 to \$1,973,638.05.
 - Ardaman & Associates \$3,015.24
 - RS&H \$5,079.70
 - WBQ \$4,410.57
 - e. The Allowance remains unchanged at \$0.
 - f. The total Maximum Limiting Amount is increased by \$79,270.88 to \$5,888,319.67.
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this

Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attest: *Carleen Mazzella*
Assistant Secretary

By: *[Signature]*
Director of Procurement

URS CORPORATION SOUTHERN

Attest: *Deborah delVivero*
Print Name: Deborah delVivero

By: *[Signature]*
Title: Vice Pres. Cent

Approved as to form and execution only.

Linda S. Blawie for 9/23/16
General Counsel for CFX

Project 253F
Contract 000818

SUPPLEMENTAL AGREEMENT NO. 6

4 NOV '15 @ 10:55

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (253F – PHASE 1)

SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of October, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of URS CORPORATION SOUTHERN, of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 4.24 of Exhibit "A" of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 14th day of November 2011 provides that after completion of the services outlined in Exhibit "A" for Project Number 253F of the said Agreement for Professional Services, the AUTHORITY may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that the AUTHORITY shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually

agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the CONSULTANT's correspondence to the AUTHORITY dated September 30, 2015 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to the AUTHORITY with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT's contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to the AUTHORITY at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the CONSULTANT's correspondence to the AUTHORITY dated September 30, 2015. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$361,091.19

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

4. Any supplemental agreements for Post Design Services shall be in accordance with

the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness: *Darlan Manzillo*
Assistant Secretary

By: *Andi Kule*
Director of Procurement

REVIEWED AND APPROVED
BY CFX LEGAL
Joseph J. Lassiter

URS CORPORATION SOUTHERN

Witness: *Harriet Storms*
Print Name: *HARRIET STORMS*
Title: *Office Assistant*

By: *Stephen Noppinger*
Print Name: *Stephen Noppinger*
Title: *Vice President*

SUPPLEMENTAL AGREEMENT NO. 5
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 16th day of September, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of URS CORPORATION SOUTHERN. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 14th Day of November 2011, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S October 20, 2014 correspondence to the AUTHORITY, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upwards by \$30,748.92 to \$3,565,078.07.
 - b. Direct Expenses remain unchanged at \$108,894.65.
 - c. The Field Survey costs remain unchanged at \$173,943.53.
 - d. The Subcontract Items remain unchanged at \$1,961,132.54.
 - e. The Allowance is adjusted downward to \$0.
 - f. The total Maximum Limiting Amount remains unchanged at \$5,809,048.79.
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attest: *Carleen Mozulko*
Assistant Secretary

By: *Carle Rule*
Director of Procurement

URS CORPORATION SOUTHERN

Attest: *G. L. Foster*
Print Name: GARFIELD L. FOSTER

By: *Robert Haggard*
Title: VICE PRESIDENT

Approved as to form and execution only.

Joseph Hession
General Counsel for the AUTHORITY

18 AUG 15 PM 12:54

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 11th day of August, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of URS CORPORATION SOUTHERN, of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 14th Day of November 2011, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S August 11, 2015 correspondence to the AUTHORITY, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upwards by \$8,399.56 to \$3,534,329.15.
 - b. Direct Expenses remain unchanged at \$108,894.65.
 - c. The Field Survey costs are adjusted downward by \$15,491.27 to \$173,943.53.
 - d. The Subcontract Items are adjusted upward by \$7,091.71 to \$1,961,132.54.
 - WBQ \$2,334.35
 - RS&H \$4,757.36
 - e. The Allowance remains unchanged at \$30,748.92.
 - f. The total Maximum Limiting Amount remains unchanged at \$5,809,048.79.
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for

Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attest: *Regla Lamante*
Assistant Secretary
Regla Lamante

By: *Audie Miller*
Director of Procurement

URS CORPORATION SOUTHERN

Attest: *Harriet H. Storms*
Print Name: *Harriet H. Storms*

By: *Stephen Noppinger*
Title: *VICE PRESIDENT*
STEPHEN NOPPINGER

Approved as to form and execution only.

Joseph J. Cassiata
General Counsel for the AUTHORITY

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 13th day of November, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of URS CORPORATION SOUTHERN. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 14th Day of November 2011, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S October 20, 2014 correspondence to the AUTHORITY, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upwards by \$180,162.66 to \$3,525,929.59.
 - b. Direct Expenses are adjusted upwards by \$1,572.25 to \$108,894.65.
 - c. The Field Survey costs remain unchanged at \$189,434.80.
 - d. The Subcontract Items are adjusted upward by \$77,313.88 to \$1,954,040.83.
 - WBQ \$77,313.88
 - e. The Allowance remains unchanged at \$30,748.92.
 - f. The total Maximum Limiting Amount is increased by \$259,048.79 to \$5,809,048.79.
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this

Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attest: Carlean Manzello
Assistant Secretary

By: Andre Niles
Director of Procurement

URS CORPORATION SOUTHERN

Attest: Deborah deliviero
Print Name: Deborah deliviero

By: Robert Kopp
Title: VICE PRESIDENT

Approved as to form and execution only.

Joseph Lassiter
General Counsel for the AUTHORITY

RECEIVED
CONTRACTS DEPT
caj 11/20/14
SIGNATURE / DATE

Project 253F
Contract 000818

JUL 11 AM 11:16

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 408/S.R. 417 ULTIMATE INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 3rd day of July, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of URS CORPORATION SOUTHERN, of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, the AUTHORITY desires to make changes to Article 3.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT dated the 14th of November, 2011, and;

WHEREAS, the CONSULTANT agrees to the changes with no increase in the contract amount:

NOW THEREFORE BE IT RESOLVED THAT:

1. The title of Article 3.0 is changed to "TERM OF AGREEMENT".
2. The first paragraph of Article 3.0 is deleted and replaced with the following new language:
"Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by the AUTHORITY at its sole discretion."
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Attest: *Dorinda Maxwell*
Assistant Secretary

By: *Casey Jull*
Director of Procurement

URS CORPORATION SOUTHERN

Attest: *Harriet H. Storms*
Secretary or Notary

By: *Robert Lippert*
Title: *Vice President*



SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS


THIS SUPPLEMENTAL AGREEMENT is made and entered into this 7th day of May, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of URS CORPORATION SOUTHERN, of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 14th Day of November 2011, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

RECEIVED
CONTRACTS DEPT
CS 5/23/13
SIGNATURE / DATE

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S March 6, 2013 correspondence to the AUTHORITY, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upwards by \$461,007.72 to \$3,345,766.93.
 - b. Direct Expenses remain unchanged at \$107,322.40.
 - c. The Field Survey costs remain unchanged at \$189,434.80.
 - d. The Subcontract Items are adjusted upward by \$88,330.86 to \$1,876,726.95.

• Ardaman & Associates	\$16,825.00
• Nadic Engineering Sciences	\$22,451.87
• RS&H	\$29,724.74
• WBQ	\$19,329.25
 - e. The Allowance is adjusted upwards by \$661.42 to \$30,748.92.
 - f. The total Maximum Limiting Amount is increased by \$550,000.00 to ~~\$5,500,000.00~~ \$5,550,000.00. 
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the

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

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

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

Attest: *Carla Manzella* Assistant Secretary By: *Clare Duke* Director of Procurement

URS CORPORATION SOUTHERN

Attest: *Beverly Munoz* By: *Stephen N. Noppinger*
Print Name: Beverly Munoz Title: Stephen N. Noppinger, P.E.
Vice President

Approved as to form and execution, only.

Joseph J. Salvatore
General Counsel for the AUTHORITY

AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
URS CORPORATION**

**S.R. 408/S.R. 417 ULTIMATE INTERCHANGE IMPROVEMENTS
PROJECT NO. 253F; CONTRACT NO. 000818**

**CONTRACT DATE: NOVEMBER 14, 2011
CONTRACT AMOUNT: \$5,000,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**AGREEMENT, SCOPE OF SERVICES, METHOD
OF COMPENSATION, DETAILS OF COSTS AND
FEES, PROJECT SCHEDULE, LOCATION MAP AND
PROJECT ORGANIZATIONAL CHART**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES, PROJECT SCHEDULE, LOCATION MAP AND PROJECT
ORGANIZATIONAL CHART**

FOR

S.R. 408/S.R. 417 ULTIMATE INTERCHANGE IMPROVEMENTS

**PROJECT NO. 253F
CONTRACT NO. 000818**

DECEMBER 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
R. Scott Batterson, P.E., Member**

**Executive Director
Michael Snyder, P.E.**

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
E	Exhibit "E", Location Map
F	Exhibit "F", Project Schedule

Project No. 253F
Contract No. 000818

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 14th day of November, 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 URS CORPORATION, hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 315 East Robinson Street, Suite 245, Orlando, Florida 32801-1949.

11A
Ch

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 services in connection with S.R. 408/S.R. 417 Ultimate Interchange Improvements identified as Project No. 253F and Contract No. 000818.

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 an 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

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two 1-year renewal 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.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The

CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to 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.

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

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

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to 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. 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.

Ardaman and Associates, Inc. (Class 2 subconsultant)
Corzo, Castella, Carballo, Thompson, Salman, P.A. (Class 1 subconsultant)
Nadic Engineering Services, Inc. (Class 2 subconsultant)
Reynolds, Smith and Hills, Inc. (Class 1 subconsultant)
Southeastern Surveying and Mapping Corporation (Class 2 subconsultant)
WBQ Design and Engineering, Inc. (Class 1 subconsultant)

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

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

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

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

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

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, in the amount of \$5,000,000.00. 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.

NEGLIGENT [Signature]

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

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

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 315 East Robinson Street, Suite 245, Orlando, Florida.

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 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where 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 on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, 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

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty.

It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 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. 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} 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 CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and

Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to 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.

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of 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 conform 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 construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the

projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

This Agreement 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
- Exhibit "E", Project Location Map
- Exhibit "F", Project Schedule

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 November 14, 2011.

URS CORPORATION *Southern* SM *John*

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: *[Signature]*
Authorized Signature

BY: *[Signature]*
Director of Procurement

Title: *Vice President*

Print Name: *Claude Miller*

ATTEST: *Harriet H. Storms* (Seal)
Secretary or Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph Hasistore


CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 31, 2016

RE: Authorization for Contract Award to
Traffic Control Devices, Inc.
Lake Nona Sports District Supplemental Signage
Project 417-625, Contract No. 001256

Authorization of a not-to-exceed amount of \$60,000.00 for the addition of four supplemental signs for the Sports District located approximately 1.5 miles north of S.R. 417/Lake Nona Boulevard Interchange was given at the Board meeting on July 14, 2016.

An Invitation to Bid for the referenced project ran in the Orlando Sentinel on October 6, 2016. Response to the Invitation was received from one contractor by the October 24, 2016 deadline for submittal of Bids. The decision was made by the Director of Procurement and the Director of Engineering (in the absence of the Chief of Infrastructure) to accept the bid because the bid is within the established tolerances, and there were no irregularities that would result in the bid being rejected.

Bid result was as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Traffic Control Devices, Inc.	\$51,301.00

The Engineer's Estimate for this project is \$50,250.00.

The Procurement Department has evaluated the bids and has determined the bid from Traffic Control Devices, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Traffic Control Devices, Inc. in the amount of \$51,301.00 is recommended.

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering

SR 417 MAINLINE

EXIT 19

SPORTS DISTRICT

USTA National Campus
Orlando City Soccer
Future Copy

LAKE NONA NB RAMP

H

Medical City →

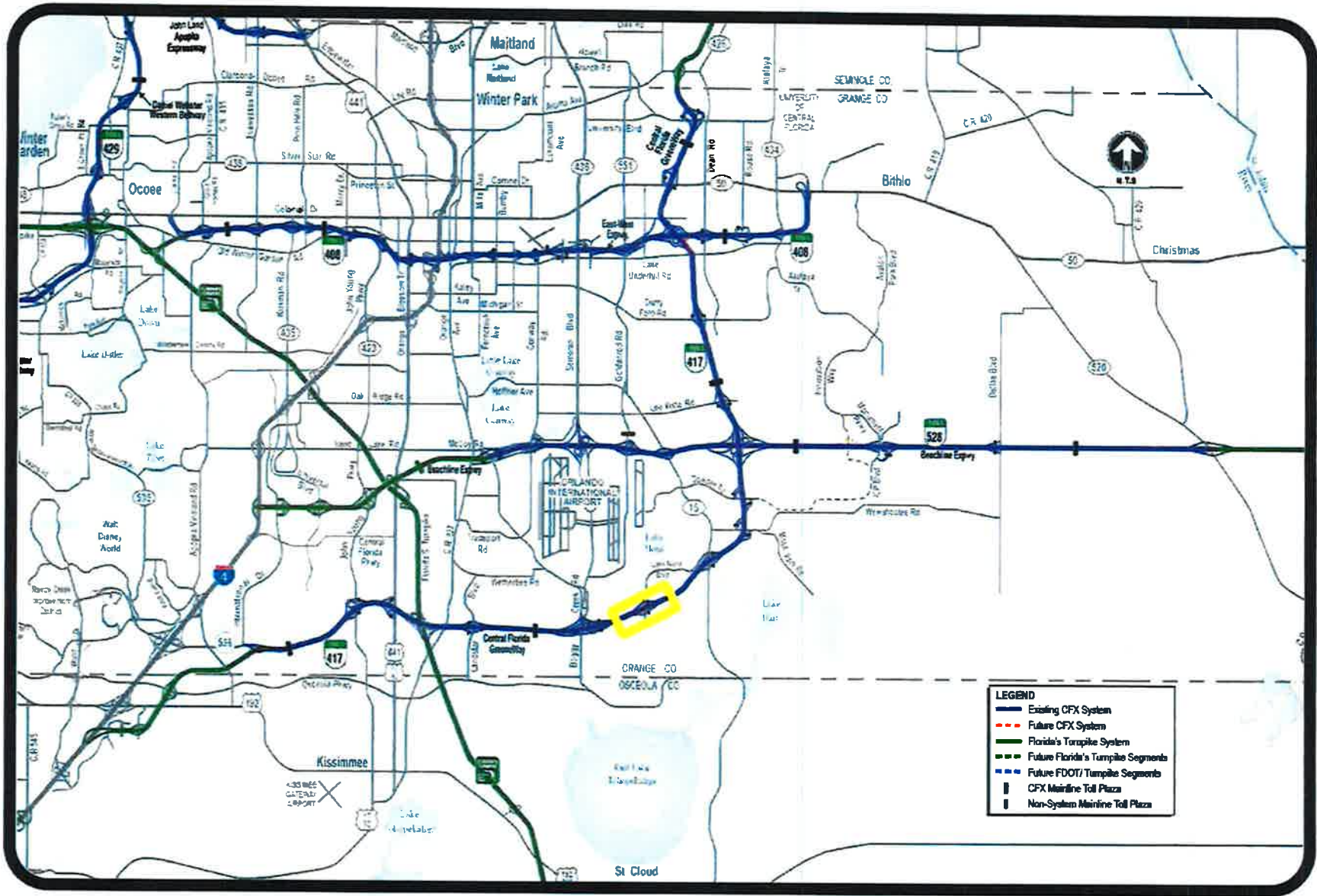
← Sports District

LAKE NONA SB RAMP

H

← Medical City

Sports District →



Location Map for
Sports District Supplemental Signage at S.R. 417 / Lake Nona Boulevard Interchange

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
LAKE NONA SPORTS DISTRICT SUPPLEMENTAL SIGNING
CONTRACT**

This Contract No. 001256 (the "Contract"), made this 10th day of November, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and TRAFFIC CONTROL DEVICES, INC., of 242 N. Westmonte Drive, Altamonte Springs, Florida, 32714, 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 which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 417-625, Lake Nona Sports District Supplemental Signing, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 50 calendar days. The Contract Amount is \$51,301.00. This Contract was awarded by the CFX Board of Directors at its meeting on November 10, 2016.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

TRAFFIC CONTROL DEVICES, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX


CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

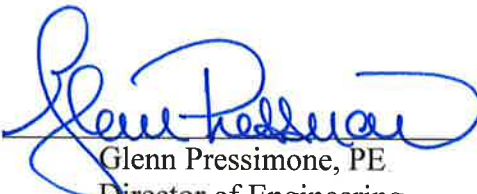
DATE: October 25, 2016

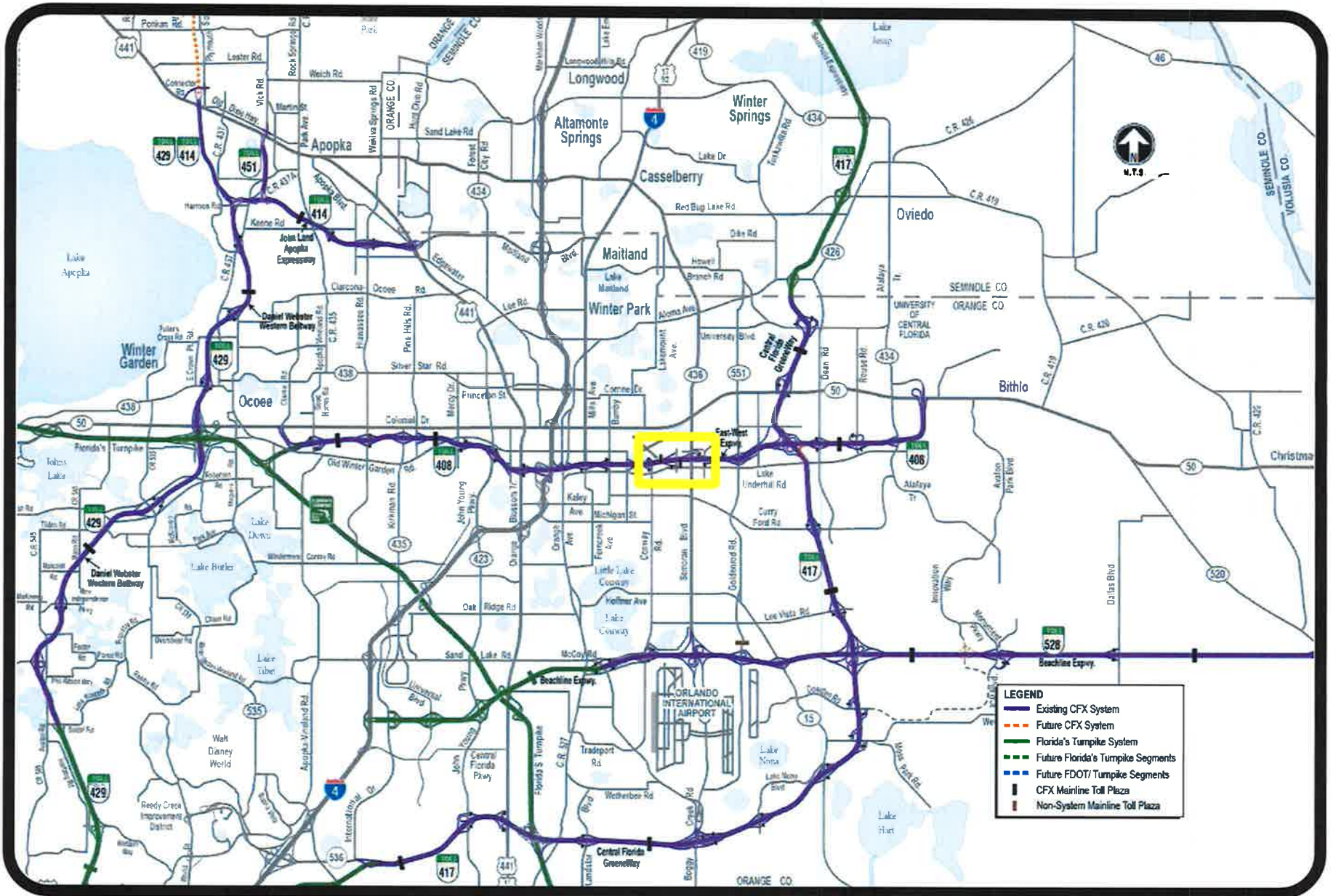
SUBJECT: Authorization to Advertise for Construction Bids
S.R. 408 Milling & Resurfacing from the Lake Underhill Bridge to Yucatan Drive
Project 408-739, Contract No. 001268

Board authorization is requested to advertise for construction bids for the S.R. 408 Milling & Resurfacing from the Lake Underhill Bridge to Yucatan Drive. When complete, this project will provide for a fourth open road tolling lane on S.R. 408 eastbound and westbound at the Conway Toll Plaza locations.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 408 Milling & Resurfacing from Lake Underhill Bridge to Yucatan Drive (408-739)


CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: October 25, 2016

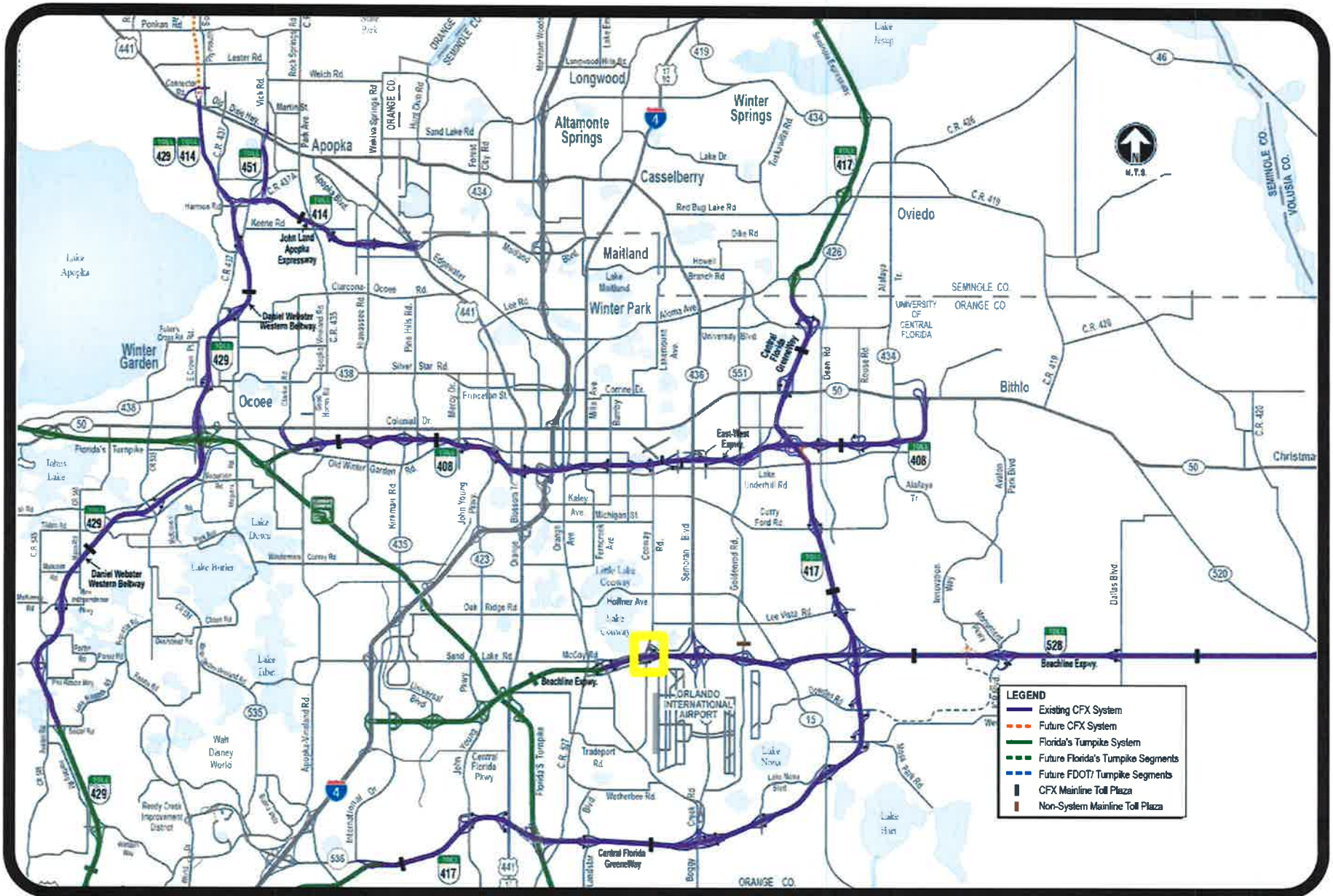
SUBJECT: Authorization to Advertise for Construction Bids
S.R. 528 / Conway Interchange Pond Improvements
Project 528-138, Contract No. 001267

Board authorization is requested to advertise for construction bids for the S.R. 528 / Conway Interchange Pond Improvements. Modification to the loop ramp infield pond at this location is necessary to alleviate long-term maintenance issues and to improve drainage in the area. The project consists of muck removal, grading and minor drainage structure improvements.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 528 / Conway Interchange Pond Improvements (528-138)


CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

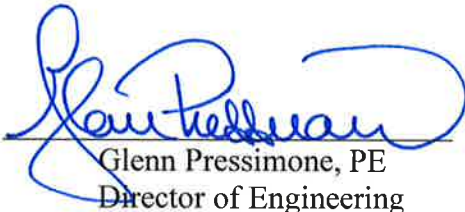
DATE: October 25, 2016

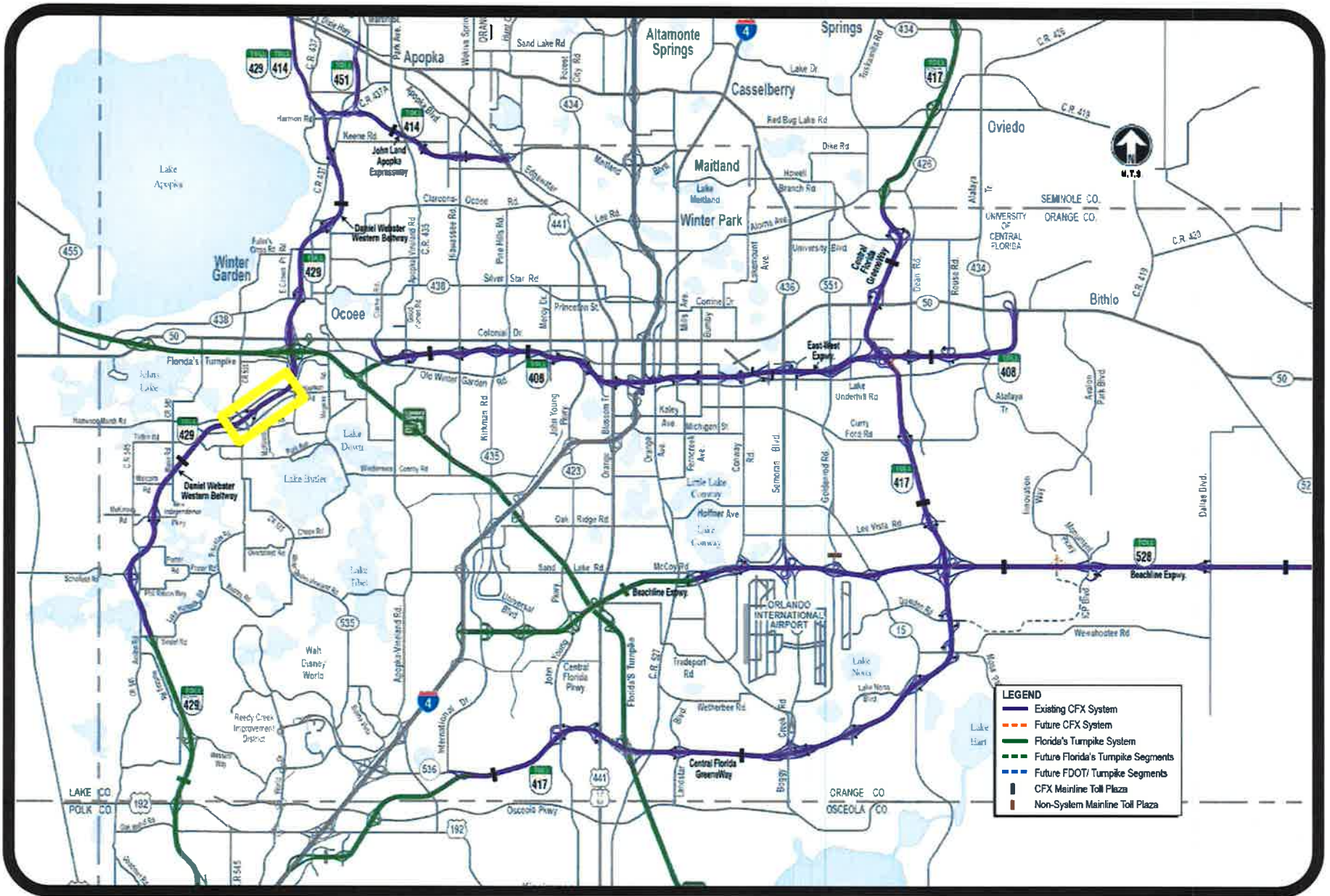
SUBJECT: Authorization to Advertise for Construction Bids
S.R. 429 / C.R. 535 Northbound Entrance Ramp Improvements
Project 429-654D, Contract No. 001269

Board authorization is requested to advertise for construction bids for the S.R. 429 / C.R. 535 Northbound Entrance Ramp Improvements. This project consists of adding a second dedicated E-PASS lane to the existing S.R. 429 northbound entrance ramp toll plaza at C.R. 535. In addition, the project will widen approximately 4,000 feet of the entrance ramp onto S.R. 429 northbound and approximately 700 feet of Stoneybrook West Parkway between C.R. 535 and the S.R. 429 northbound entrance ramp. When complete, the ramp toll plaza will have a total of three lanes consisting of one cash lane and two dedicated E-PASS lanes.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 429 / C.R. 535 Northbound Entrance Ramp Improvements (429-654D)


CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 25, 2016

SUBJECT: Authorization to Advertise for Design-Build Services for
S.R. 408/S.R. 417 Interchange Improvements Phase 2
Project No. 253G, Contract No. 001266

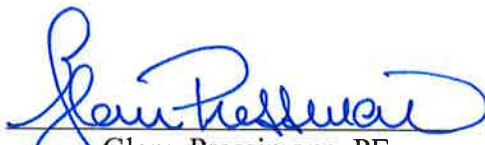
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design-build services to complete the design and construction of the S.R. 408/S.R. 417 Interchange Improvements Phase 2.

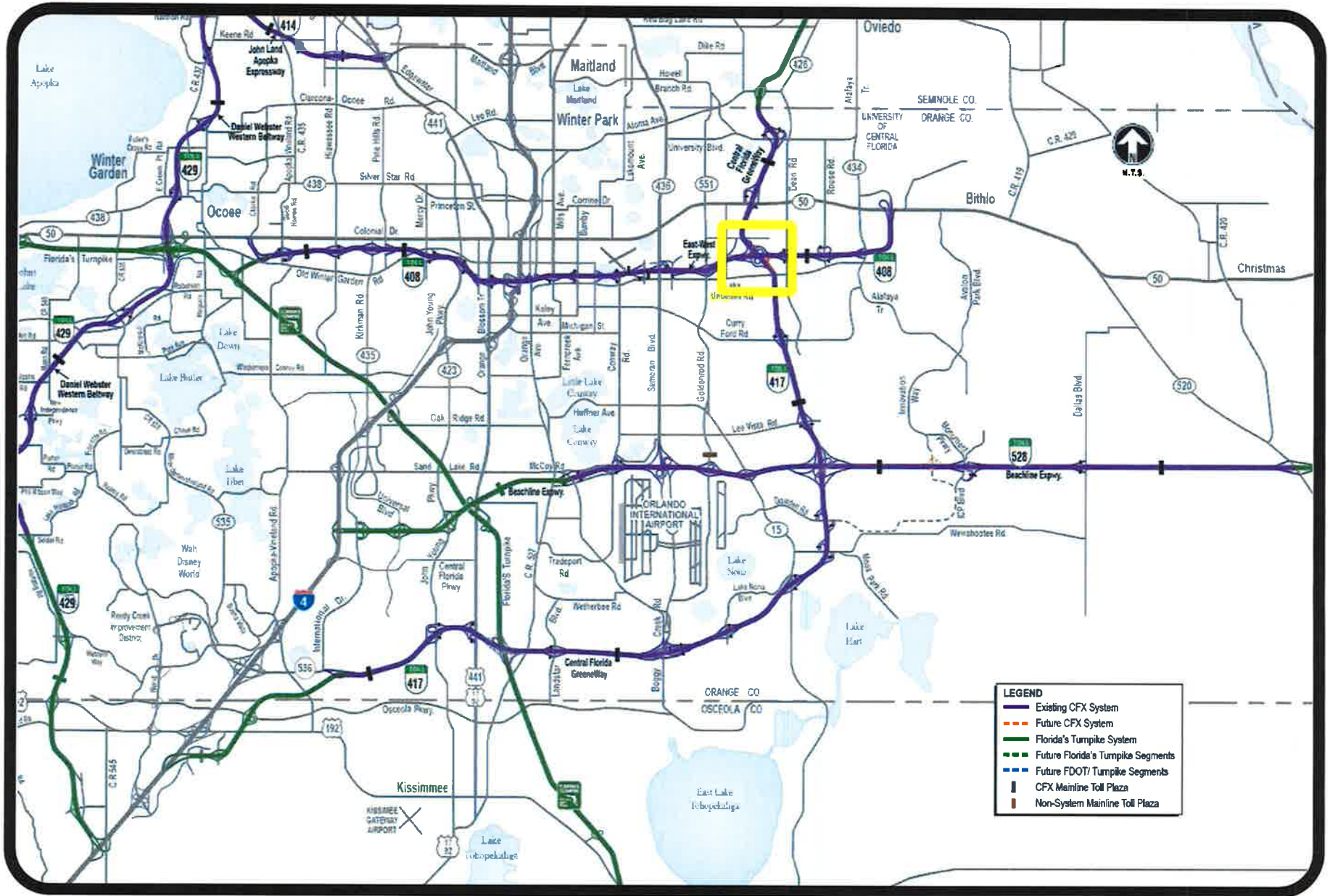
A final ranking of the firms will be presented to the Board, and authorization to award the contract to the highest ranked firm will be requested.

When complete, this design-build project will finalize the ultimate improvements to the S.R. 408/S.R. 417 Interchange.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



Project Location Map for
 SR 408 / SR 417 Ultimate Interchange Improvements Phase 2 (253G)


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 31, 2016

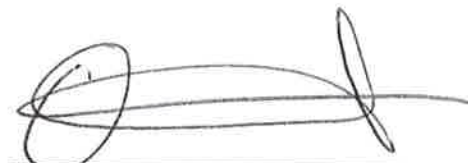
RE: Approval of Agreement with EiQNetworks
for Security Monitoring and Installation Services
Contract No. 001243

Board approval is requested to enter into a Security Monitoring and Installation Agreement with EiQNetworks in the total amount of \$455,358.00 for a three year period, the first year will be \$124,426.06. EiQNetworks will capture system logs and report on PCI compliance requirements for CFX IT and ITS networks. This service falls under Section XV – Exemptions from competitive procurement processes in CFX’s Procurement Procedures Manual.

This service is a recommendation of Protiviti based on their audit of CFX ITS systems. The audit specifically calls for CFX to implement technical controls to log information security incidents and events generated by computer and network systems that make up the ITS network.

The installation part of this project is funded in the Five-Year Work Plan and the monitoring/maintenance services will be budgeted in future OM&A budgets.

Reviewed by:



Mahmood Haq, CISSP
Information Security Manager



EIQ NETWORKS, INC.
SOCVUE MASTER SUBSCRIPTION AGREEMENT

This SOCVue Master Subscription Agreement (the "Agreement") is entered into this ___ day of _____, 2016 (the "Effective Date") by and between EIQ Networks, Inc. ("EIQ") and Central Florida Expressway Authority ("Licensee").

EIQ has developed and owns or has the right to license the EIQ services (the "Managed Services") on a cloud basis or pursuant to a software as a service methodology or co-managed or managed methodology. The Managed Services are copyrighted, patented or protected by trade secret law and their use is licensed (not sold) to Licensee.

This Agreement represents the entire agreement with respect to the Managed Services between EIQ and Licensee.

TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

1.1. Affiliates means any entity that directly or indirectly controls, is controlled by, or under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity.

1.2. Authorized Use means use of the Managed Services in the manner specified in the Documentation.

1.3. Content means information obtained by EIQ from EIQ content licensors or publicly available sources and provided to Licensee pursuant to an Order Form, as more fully described in the Documentation.

1.4. Documentation means any specification and use documentation made available by EIQ to its licensees generally with regard to the Managed Services.

1.5. Evaluation Managed Services means Managed Services licensed to Licensee by EIQ and delivered solely for evaluation by Licensee under this Agreement. Special terms applicable to Evaluation Managed Services are set forth in this Agreement.

1.6. Licensee Data means electronic data and information submitted by Licensee to EIQ or collected and processed by or for Licensee using the Managed Services.

1.7. Managed Node means any EIQ-supported device, application, server workstation, IP Address or networked device from which EIQ collects and/or receives any form of data.

1.8. Managed Services means the products and services that are provided to Licensee by EIQ pursuant to a "cloud" based model or at Licensee's facility, as elected by Licensee, under a free evaluation or an Order Form. The Managed Services may include one or more of the following: consultation by EIQ technical staff; security monitoring and incident notification as a service ("SMaaS"); security process guidance; management and configuration of EIQ and/or Third Party Software or technology, Log Management as a service ("LMaaS"), SIEM as a service, and/or any new service that maybe introduced or offered by EIQ in the future as described in the Documentation and/or on the then-current EIQ website.

1.9. Order Form means a purchase order or other ordering document received by EIQ from Licensee or an authorized EIQ Reseller on behalf of Licensee specifying the type of Managed Services to be provided hereunder that is entered into between Licensee and EIQ, including any addenda and supplements thereto.

1.10. Resellers mean entities that are authorized by EIQ to resell EIQ Managed Services.

1.11. Third Party Software means computer software owned by third parties, licensed to EIQ, and redistributed by EIQ to its customers as part of the Managed Services.

1.12. User means an end user who is authorized by Licensee to use a Managed Service and to whom Licensee (or EIQ at Licensee's request) has supplied a User identification and password. Users may include, for example, Licensee's employees, consultants, contractors and agents and third parties with which Licensee transacts business, who are bound by the terms of this Agreement.

2. EVALUATION OF MANAGED SERVICES. EIQ may agree to allow Licensee to evaluate the Managed Services with respect to a limited number of nodes or IP addresses for a no charge evaluation of the Managed Services for a designated evaluation period. Upon the expiration of such designated evaluation period, the Evaluation Managed Services license shall automatically terminate. EIQ shall have no obligation or responsibility to store or preserve any Licensee data upon the expiration of such designated evaluation period. Title to the Evaluation Managed Services shall at all times remain with EIQ.

Licensee shall be responsible for the proper use and deployment of the Evaluation Managed Services; use the Evaluation Managed Services solely for the limited purpose of evaluating the Managed Services; and, take appropriate action, by means of agreement, instruction or otherwise, with respect to its employees or other third parties permitted access to the Evaluation Managed Services in furtherance of its permitted use to ensure that all of its obligations are satisfied.

EIQ DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EVALUATION MANAGED SERVICES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

3. EIQ RESPONSIBILITIES.

3.1. Provision of Managed Services. EIQ will (a) make the Managed Services available to Licensee pursuant to this Agreement and the applicable Order Forms, and (b) use commercially reasonable efforts to provide Managed Services as defined in the Documentation, except for: (i) planned downtime; and (ii) any unavailability caused by circumstances beyond EIQ's reasonable control, including but not limited to, for example, Licensee's network is down, EIQ is not able to remotely connect to Licensee networks, Licensee's nodes or IP addresses under management fail to send data, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving EIQ employees), Internet service provider failure or delay, cloud service provider failure or delay, non-EIQ application, or denial of service attack.

3.2. Protection of Licensee Data. EIQ will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Licensee Data by EIQ personnel except (a) to provide the Managed Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as Licensee expressly permits in writing.

3.3. EIQ Personnel. EIQ will be responsible for the performance of EIQ personnel (including EIQ employees and contractors) and their compliance with EIQ obligations under this Agreement, except as otherwise specified herein.

4. USE OF MANAGED SERVICES.

4.1. Subscriptions and Subscription Term. Unless otherwise provided in the applicable Order Form, (a) Managed Services are purchased as subscriptions for the designated subscription term as set forth in the applicable Order Form, (b) subscription for new or additional Managed Services may be added at any time.

4.2. Usage Limits. Managed Services pursuant to a "cloud" based model or at Licensee's designated facility, as elected by Licensee, are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Managed Nodes and

the Managed Services may not be used to manage more than that number of Managed Nodes, (b) the Order Form shall specify the type of service(s) purchased and the terms for each service offering, and (c) the Order Form shall specify the quantity ordered for each type of Managed Service purchased. If Licensee exceeds a contractual usage limit or exceeds EIQ's then-current usage limits, EIQ will work with Licensee to seek to reduce Licensee's usage so that it conforms to that limit. If, notwithstanding EIQ's best efforts, Licensee is unable or unwilling to abide by a contractual usage limit, Licensee will execute an Order Form for additional quantities of the applicable Managed Services promptly upon EIQ's request, and/or pay any invoice for excess usage in accordance with this Agreement. EIQ may, at its sole option, modify usage limits. For a "cloud" based model, Licensee shall purchase from EIQ a "Cloud Server", conditioned on the number of applicable nodes and EIQ designated "cloud data storage", conditioned upon the applicable file size, in addition to the Managed Services. If the total data storage exceeds the amount purchased, EIQ will invoice the Licensee for the overage and work with the Licensee to help them move to the next tier of storage for an additional fee.

4.3. Licensee Responsibilities. Licensee will (a) be responsible for its' compliance with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of Managed Services, and notify EIQ promptly upon discovery of any such unauthorized access or use, (c) use Managed Services only in accordance with the Documentation and applicable laws and government regulations. Licensee shall not disclose any Confidential Information of EIQ to any competitor of EIQ. Licensee will comply with any Licensee responsibilities or assistance obligations with respect to implementing the Managed Services as set forth in the applicable EIQ Documentation. Licensee shall configure the nodes or IP addresses and network in order to send data to EIQ application that resides on Licensee designated location or in the Cloud. Licensee, not more than once per calendar quarter, may download applicable data from the cloud to Licensee's network at EIQ's then-current applicable fee.

4.4. Usage Restrictions. Subject to the terms and conditions of this Agreement, EIQ hereby grants to Licensee a limited, nonexclusive, non-sublicenseable and non-transferable license, on a subscription basis as set forth in the applicable Order Form, under EIQ's intellectual property rights to install, and if applicable evaluate, the Managed Services solely for Authorized Uses.

The Managed Services include proprietary information owned by EIQ or its third party licensors and the Managed Services and the Documentation are provided to Licensee solely under license and not for sale. EIQ and its third party licensors will continue to own their respective interests and intellectual property rights in the Managed Services and will be entitled to terminate this Agreement upon any breach by Licensee of this Agreement.

EIQ reserves the right to make changes to any Managed Services whenever such changes, (a) are required for safety, (b) facilitate performance in accordance with specifications, or (c) represent substitutions and modifications in accordance with applicable Managed Services performance specifications, provided however that such changes shall not impede Licensee's Authorized Use of any Managed Services.

Licensee shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, or otherwise reverse engineer any Managed Services, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of any Managed Services by any means whatsoever, except to the extent applicable laws specifically prohibit such restrictions, (b) modify, adapt, translate, or create derivative works based upon any Managed Services (c) transfer, lease, loan, sublicense, sell, resell for profit, distribute, or otherwise grant any rights in any Managed Services in any form to any other party, unless as an authorized reseller or Managed Service provider of EIQ pursuant to a written agreement with EIQ, (d) use any Managed Services on a commercial time-sharing, rental, or service bureau basis, or in any manner or for any purpose other than an Authorized Use; or (e) disclose to any third party any underlying ideas or algorithms, performance information, test results or analyses learned by Licensee or created by or for Licensee (including, without limitation, benchmarks) relating to

any Managed Services. Licensee shall only have the rights with respect to the Managed Services expressly set forth in this Agreement; all other rights are expressly reserved to EIQ and its licensors.

Licensee acknowledges that the Managed Services, and all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the Managed Services, are and at all times shall remain the valuable property of EIQ and its licensors, or their respective successors or assigns. Licensee agrees that nothing contained in this Agreement shall be construed as granting or conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark, copyright, or other proprietary right, whether now existing or hereafter obtained, and no such license or other right shall arise from this Agreement or from any acts or omissions in connection with the execution of this Agreement or the performance of the obligations of the parties.

Licensee agrees (a) not to alter, remove, or conceal any copyright, trademark, trade name, or other proprietary marking that may appear on or in the Managed Services, and (b) that Licensee is responsible for itself obtaining any additional software, hardware, or technologies not provided by EIQ under this Agreement and required to access the Managed Services, including but not limited to communications devices and Internet access services.

Licensee consents to the operation of the Managed Services' communications features.

Licensee agrees to promptly notify EIQ of any violation of any of the terms of this Agreement by Licensee or others of which it becomes aware.

4.5. Removal of Content and Non-EIQ Applications. If EIQ is required by a licensor to remove Content, or receive information that Content provided to Licensee may violate applicable law or third-party rights, EIQ may so notify Licensee and in such event Licensee will promptly remove such Content from Licensee's systems. If EIQ receives information that a non-EIQ application hosted on a Managed Service by Licensee may violate applicable law or third-party rights, EIQ may so notify Licensee and in such event Licensee will promptly disable such non-EIQ application or modify the non-EIQ application to resolve the potential violation. If Licensee does not take required action in accordance with the above, EIQ may disable the applicable Content, Managed Service and/or non-EIQ application until the potential violation is resolved.

5. PROPRIETARY RIGHTS AND LICENSES.

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, EIQ and EIQ's licensors reserve all of EIQ's right, title and interest in and to the Managed Services, including all of EIQ's related intellectual property rights. No rights are granted to Licensee hereunder other than as expressly set forth herein.

5.2. License by Licensee to Host Licensee Data and Applications. Licensee grants EIQ and EIQ's Affiliates a worldwide, limited-term license to host, copy, transmit, analyze and display Licensee Data as necessary for EIQ to provide the Managed Services in accordance with this Agreement.

5.3. License by Licensee to Use Feedback. Licensee grants to EIQ and EIQ's Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Managed Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Licensee or Users relating to the operation of the Managed Services.

5.4. Federal Government End Use Provisions. If applicable, EIQ provides the Managed Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Managed Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with EIQ to

determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

6. ORDERS. Licensee will pay all fees with respect to the Managed Services as defined herein as well as any other items specified in the Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on Managed Services purchased and not actual usage, (b) payment obligation are non-cancelable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term. Each Licensee purchase order or alternative document reasonably acceptable to EIQ shall reference this Agreement and specify the items, Managed Services and configurations of Managed Services being ordered, contract length, their prices and payment terms. The purchase and license of the Managed Services and the provision of Managed Services shall be governed by the terms of this Agreement. Any preprinted provisions of Licensee's purchase orders or other terms that conflict with the terms of this Agreement shall not apply and the terms set forth in this Agreement shall control. EIQ reserves the right to change its prices and related terms and conditions at any time without notice, provided that any such changes shall not affect orders already accepted.

7. PAYMENT. All payments with respect to the Managed Services as defined herein as well as any other items shall be in U.S. Dollars to EIQ net thirty (30) days from the date of the EIQ invoice. Amounts not paid within such thirty (30) day period shall bear interest at the rate of one and one-half percent (1.5%) per month or at the highest lawful rate, whichever is less, from the date such amount is due. Licensee will reimburse EIQ for all costs and expenses incurred, including but not limited to attorneys' fees, in collecting any overdue amounts. Payment terms may be revised by EIQ at any time with prior written notice upon any adverse change in Licensee's payment history or financial status. EIQ shall have the right to cancel any Order Form placed or to refuse or delay delivery or performance or suspend any Managed Services for failure of Licensee to make any payments due EIQ in accordance with the terms of this Agreement. Licensee will pay all sums equal to taxes (including, without limitation, sales, withholding, value-added, and similar taxes) and any duties paid or payable, however designated, levied or based on amounts payable to EIQ under this Agreement, but exclusive of taxes based on EIQ's net income, and will reimburse EIQ for any such sum that EIQ is required to collect or pay with respect to transactions under this Agreement. For any orders issued by Licensee to Reseller, payment terms shall be as agreed between Licensee and Reseller.

8. THIRD PARTY SOFTWARE. EIQ will redistribute certain Third Party Software to Licensee for Licensee's use with the Managed Services. As a condition of its use of the Third Party Software, Licensee agrees to familiarize itself with, and to comply with and be responsible for observing, the conditions and restrictions required of software users by the owners of such Third Party Software as referenced in *THIRDPARTYLICENSEREADME.txt* under the application install path.

9. DISCLAIMER. EIQ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. EIQ SPECIFICALLY DOES NOT WARRANT THAT: (I) THE MANAGED SERVICES SHALL MEET ALL OF LICENSEE'S REQUIREMENTS OR SHALL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY LICENSEE, (II) THE OPERATION OF THE MANAGED SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, (III) ALL ERRORS OR DEFECTS IN THE MANAGED SERVICES SHALL BE CORRECTED, OR (IV) ANY SECURITY MECHANISMS IMPLEMENTED BY THE MANAGED SERVICES WILL NOT HAVE INHERENT LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO LICENSEE.

THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

THE THIRD PARTY SOFTWARE AND ANY EVALUATION MANAGED SERVICES ARE PROVIDED TO LICENSEE "AS IS" WITHOUT WARRANTY OF ANY KIND BY EIQ, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY EIQ EMPLOYEES, A RESELLER OR OTHERWISE, SHALL BE DEEMED A WARRANTY BY EIQ FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF EIQ WHATEVER UNLESS CONTAINED IN THIS AGREEMENT.

10. INFRINGEMENT

10.1. Indemnity by EIQ. If a third party acting against Licensee claims, threatens to claim, or obtains a judicial or administrative determination that a Managed Service, as defined herein, infringes its patent, copyright, or trade secret rights, EIQ shall have the option, at its own expense and at its sole option, to (a) defend Licensee at EIQ's expense and pay all damages awarded by a court of competent jurisdiction, (b) obtain for Licensee the right to continue using the infringing item, (c) replace the infringing item or modify it so that it shall become non-infringing with no substantial degradation, or (d) remove the infringing portion of the Managed Service and refund the proportional fee that Licensee paid for such portion, pro rata, or on a five-year straight-line depreciation basis, as applicable, provided that Licensee shall promptly notify EIQ in writing of the claim, and allow EIQ to control, and cooperate with EIQ in, the defense and any related settlement negotiations. In no event shall EIQ's liability under this Section exceed the amount paid by Licensee to EIQ for any allegedly infringing Managed Services.

10.2. Exception. Notwithstanding the provisions of Section 10.1 above, EIQ shall have no obligation to Licensee for any claim arising from the license or use of any Managed Service (a) that has been modified by a party other than EIQ, (b) used to practice any process, or used in combination with other Managed Services not provided by EIQ where such infringement would not have occurred but for such use in combination with such other Managed Services, (c) from failure of Licensee to use updated Managed Services provided by EIQ for avoiding such infringement, (d) that is part of any Evaluation Managed Services, or (e) that is Third Party Software. EIQ shall not be bound by any settlement of any charge of infringement made without the prior written consent of EIQ.

10.3. Indemnification by Licensee. Subject to the limitations of Florida Statute 768.28, Licensee shall indemnify and hold EIQ harmless from any loss, cost, or expense in connection with any claim, suit, or proceeding brought against EIQ or Licensee insofar as it is based on a claim that the use of any Managed Service infringed because of the way it was modified or altered by parties other than by EIQ, or because it was used in a manner for which it was not designed.

10.4. Limitation. THIS SECTION STATES THE ENTIRE LIABILITY OF EIQ AND ITS LICENSORS TO LICENSEE AND ANY AND ALL THIRD PARTIES, WHETHER FOR DAMAGES OR OTHERWISE, FOR INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY MANAGED SERVICES FURNISHED BY EIQ UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1. Limitation. IT IS EXPRESSLY AGREED THAT EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF LEGAL ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE ACTUAL PAYMENTS RECEIVED BY EIQ OR THE RESELLER FOR THE MANAGED SERVICES THAT CAUSED SUCH DAMAGE OR THAT ARE DIRECTLY RELATED TO THE CAUSE OF ACTION, EXCEPT THAT NO SUCH LIMITATION ON DAMAGES SHALL APPLY TO LOSSES DUE TO EITHER PARTY'S BREACH OF EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, OR LICENSEE'S VIOLATION OF EIQ'S INTELLECTUAL PROPERTY RIGHTS, OR LICENSEE'S BREACH ANY OF THE LICENSES OR LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

11.2. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, OR, IF REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR CLAIMED AGAINST THE OTHER PARTY BY ANY OTHER PARTY, EXCEPT THAT NO SUCH LIMITATIONS ON CONSEQUENTIAL DAMAGES SHALL APPLY IN THE EVENT OF VIOLATION BY LICENSEE OF EIQ'S INTELLECTUAL PROPERTY RIGHTS, OR BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS OR BREACH BY LICENSEE OF ANY OF THE LICENSES OR LICENSE RESTRICTIONS CONTAINED IN THIS AGREEMENT. NEITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF A PARTY OR THAT OF ITS EMPLOYEES OR AGENTS OR IN RELATION TO ANY OTHER LIABILITY THAT MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED IS EXCLUDED OR LIMITED, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN ATTEMPT TO EXCLUDE OR LIMIT SUCH LIABILITY.

12. TERM; TERMINATION

12.1. Term. This Agreement shall be effective from the effective date set forth in the Order Form and shall continue in full force and effect for the subscription term set forth in the Order Form or until terminated as set forth elsewhere in this Agreement. Upon the expiration of the subscription term, such subscription term shall automatically renew for a subscription term equal to thirty-six (36) months at the then-current fees unless one party provides the other party with written notice of non-renewal not less than ninety (90) days prior to the expiration of the then-current term.

12.2. General. Upon any material breach or default of this Agreement by either party, the other party shall have the right to terminate this Agreement and any licenses granted under it effective on thirty (30) days' prior written notice and a failure to cure such breach. This Agreement may also be terminated upon (a) bankruptcy, insolvency, or placing of the assets or the business of the other party in the hands of a receiver or trustee, (b) filing of a petition for bankruptcy or reorganization by or against the other party, (c) dissolution or liquidation of the other party, or (d) failure of Licensee to pay any sum when due under or in connection with this Agreement.

12.3. Licensee's Data Portability and Deletion. Upon request by Licensee made within ninety (90) days prior to the effective date of termination or expiration of this Agreement, EIQ will make Licensee's Data available for Licensee to export or download as provided in the Documentation for up to thirty (30) days after termination at EIQ's then current fees. After that thirty (30) day period, EIQ will have no obligation to maintain or provide Licensee's Data, and will thereafter delete or destroy all copies of Licensee's Data in EIQ's system or otherwise in EIQ's possession or control as provided in the Documentation, unless legally prohibited.

12.4. Consequences. In the event of termination of this Agreement for any reason, Licensee shall promptly discontinue all use of the Managed Services and Documentation and delete/uninstall all EIQ Software.

12.5. Survival. Any expiration or termination of this Agreement shall not modify any right or obligation of a party hereto, which arose prior to such expiration or termination. Sections of this Agreement, which by their nature shall continue in full force and effect, including but not limited to Section 5 (Proprietary Rights and Licenses); Section 7 (Payment); Section 9 (Disclaimer); Section 10 (Infringement); Section 11 (Limitation of Liability); and Section 13 (General) shall survive any expiration or termination of this Agreement.

13. GENERAL

13.1. Notices. All notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written

verification of receipt, or (e) by electronic mail to the address of the party specified on the Order Form or such other address as either party may specify in writing. All communications will be sent to the principal office of each party or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section. If the communication is from Licensee to EIQ, it shall be addressed to "Attn: President." If the communication is from EIQ to Licensee, it shall be addressed to the Chief Executive Officer of Licensee.

13.2. Assignment. Licensee may not assign, delegate or otherwise transfer this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of EIQ which shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. EIQ may assign monies due or becoming due to a bank or other financial institution or this Agreement without Licensee's consent to any Affiliate or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors, and administrators, as the case may be.

13.3. Waiver. The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall only be deemed to have been made if expressed in writing by the party granting such waiver.

13.4. Severability. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be reformed, construed, and enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

13.5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflict of laws provisions. The federal and state courts sitting in Orlando, Florida shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of the courts of Florida and service of process being effected upon it by registered mail sent to the respective addresses referred to above. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13.6. Entire Agreement. This Agreement and any Exhibits, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and terms other than quantity, price, and the like set forth in an accepted purchase order or Order Form, the terms of this Agreement shall prevail. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Except as otherwise provided in this Agreement, any item or service furnished by EIQ in furtherance of this Agreement, although not specifically identified in it or in a purchase order referencing this Agreement, shall nevertheless be covered by this Agreement unless specifically covered by some other written agreement executed by Licensee and an authorized representative of EIQ. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement.

13.7. Export Control. Licensee agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. Licensee agrees to indemnify EIQ, to the fullest extent permitted by law, from

and against any fines or penalties that may arise as a result of Licensee's breach of this provision. This export control clause shall survive termination of this Agreement.

13.8. Use of Licensee Name. EIQ may use Licensee's name or logo without Licensee's prior written consent: (i) in any EIQ customer lists; (ii) on EIQ's web site; and (iii) in other EIQ promotional materials.

13.9. Independent Contractors. The relationship of EIQ and Licensee established by this Agreement is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. For a period of two (2) years following the completion of any Managed Services performed for Licensee under this Agreement, Licensee shall not directly or indirectly employ, solicit for employment or contract with any EIQ personnel performing such Managed Services for Licensee under this Agreement.

13.10. Confidential Information. Each party acknowledges that by reason of its relationship to the other party under the provisions of this Agreement it may have access to certain information and material concerning the other party's business, plans, customers, technology, and Managed Services that are confidential and of substantial value to the disclosing party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement. No information shall be deemed confidential unless so marked if given in writing or, if given orally, identified as confidential orally prior to disclosure, except that Licensee agrees that any information in whatever form relating to (a) the Documentation and the underlying ideas, algorithms, techniques, knowhow, design, functionality, operational methods or coding of the Managed Services, including but not limited to any complete or partial source or object code versions, and (b) performance information, test results, algorithms, techniques, Managed Services roadmap and knowhow or analyses created by or for Licensee (including, without limitation, benchmarks) relating to the Managed Services, shall be deemed Confidential Information of EIQ regardless of the presence or absence of any confidential markings or identification. Licensee agrees not to disclose any Confidential Information to any competitor of EIQ.

13.10.1. The parties' obligations of non-disclosure under this Agreement shall not apply to information that: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Information without restriction, or (e) except as otherwise provided above, is independently developed by the receiving party without resort to Confidential Information.

13.10.2. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate. Recipient's obligation of confidentiality shall survive this Agreement for a period of three (3) years from the date of its termination, and thereafter shall terminate and be of no further force or effect.

13.10.3. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information hereunder may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event each party shall be entitled to seek equitable relief to protect its interests, including but not limited to temporary restraining orders, preliminary and permanent injunctive relief, as well as money damages.

13.11. Professional Services. From time to time, Licensee may retain EIQ for the purpose of performing certain implementation, training, technical, consulting and/or other professional services (the "Professional Services") to Licensee. In the event that Licensee prepays for such Professional Services,

EIQ must perform such Professional Services within six (6) calendar months of the date of such prepayment or such prepayment shall be null and void and no credits shall be issued by EIQ with respect to such prepayment.

EIQ NETWORKS, INC.:

LICENSEE: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 60 State Street, Suite 620

Address: _____

Boston, MA 02109

Below is a summary of specific Security Monitoring requirements identified by EIQ and Central Florida Expressway and how these requirements are being met.

SOCVue Security Monitoring Requirements

- *Dedicated Service Delivery Manager and 24x7 support from the EIQ SOC team*
- *Initial architecture design, implementation and ongoing support and maintenance for SecureVue off premise server, applications and data collection infrastructure including agents*
- *EIQ will provide on-site professional services support for implementation and data migration at the request of Central Florida Expressway Authority at reasonable rates*
- *Data migration assistance from existing on premise SecureVue infrastructure to SecureVue off premise infrastructure for up to 24 TB of log data*
- *Maintain up to 1 year of log data in the SecureVue off premise infrastructure to enable near real time access for forensic analysis and audits*
- *Assist in the development and execution of a data archiving plan for data older than 1 year (additional costs for data transfer and storage may apply)*
- *Enable co-managed access to SecureVue off premise technology*
- *Real time visibility into Security Monitoring activity via the EIQ SOCVue portal*
- *Implement data access controls to segregate the IT and ITS Groups while allowing full access to select management team members*
- *24x7x365 security information events monitoring*
- *Security incident notification integrated with existing help desk and remediation guidance*
- *Proactive security controls assessment*
- *Compliance controls assessment and reporting*
- *Daily and monthly security reports*
- *Security advisory consultations*

Below is a summary of specific Vulnerability Management requirements identified by EIQ and Central Florida Expressway and how these requirements are being met:

Vulnerability Management

- *Dedicated Service Delivery Manager and 24x7 support from the EIQ SOC team*
- *Initial architecture design, implementation and ongoing support and maintenance for the Qualys off premise platform and scanning infrastructure*
- *Integration assistance with Privileged Account Management*
- *Maintain up to 1 year of vulnerability data in the SecureVue off premise infrastructure to enable near real time access for forensic analysis and audits*
- *Implement data access controls to segregate the IT and ITS Groups while allowing full access to select management team members*
- *Regular scanning of IT systems for vulnerabilities in order to reduce security risk*
- *Prioritization of vulnerabilities based on the Authority's business and security needs*
- *Easy to read executive reports supported by summary data for stakeholders*
- *Targeted scans for new or modified systems upon request*
- *Correlation of vulnerability results with active attacks and results from security information events monitoring*
- *Regular consultations on vulnerability trends, risk profile and meeting compliance requirements*
- *Monthly review with EIQ Security Analyst covering risk assessment and vulnerability trends*

Below is a summary of specific activities agreed to by EIQ Networks and Central Florida Expressway to enhance the partnership.

CFX / EIQ Partnership Program

- *EIQ will include CFX in EIQ's Customer Advocacy Program*
- *EIQ will include CFX in all beta programs*
- *EIQ will provide quarterly executive briefing to CFX leadership on the information security threat landscape*
- *EIQ will work with CFX to do at least one (1) whitepaper on the CFX environment and how EIQ solutions helps CFX with PCI compliance and other information security best practices*
- *EIQ will partner with CFX to showcase our approach with EIQ at one (1) national tradeshow*


CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 17, 2016

RE: Agreement No. 000805 with Orange County regarding Improvements to Valencia College Lane near the State Road 417 and S.R. 408 Interchange
OOCEA Project No. 253E-E1, Parcel Nos. 1137, 1138, 1139, 1140
Approval of Quit-Claim Deed to Orange County

INTRODUCTION

In December 2010, Orange County and the Central Florida Expressway Authority (“CFX”), by and through its predecessor, entered into an agreement to improve Valencia College Lane (“VCL”) near the State Road (S.R.) 417 and S.R. 408 interchange. As part of this Agreement, CFX added two lanes to VCL. Recently, Orange County transmitted its final acceptance letter, a copy of which is attached. Now that Orange County has accepted the work on this section of VCL, CFX is required to convey its interest in VCL to Orange County via Quit-Claim Deed.

REQUEST

Board approval is requested to execute the attached Quit-Claim Deed transferring CFX’s interest in Valencia College Lane to Orange County.

The Right of Way Committee recommended approval on October 26, 2016.

Attachments: Parcel Map
Email from Orange County
Orange County’s Final Acceptance letter
Certificate of Final Completion
Quit-Claim Deed

Reviewed by: _____


General Counsel

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



REAL ESTATE MANAGEMENT DIVISION

400 East South Street, 5th Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393
407-836-7070 ■ Fax: 407-836-5969

October 12, 2016

Linda Brehmer Lanosa
Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

RE: Valencia College Lane (Goldenrod Road to Econlockhatchee Trail)
Parcels 1137.1/1138.1/1139.1/1140.1

Pursuant to the certain agreement for "improvements to Valencia College Lane (VCL) and the intersection of Valencia College Lane and Econlockhatchee Trail," please find the attached Quit-Claim Deed and Final Acceptance to complete the transfer of these parcels and the improvements made thereon to the control of Orange County, Florida.

At your earliest possible convenience, please take the necessary action to have the Central Florida Expressway Authority approve and execute the Quit-Claim Deed. Upon approval, please forward the original document to our office for approval and acceptance by the Board of County Commissioners.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Virginia G. Williams", is written over the typed name.

Virginia G. Williams
Senior Title Examiner

Attachments

C: Elizabeth Price Jackson, Senior Title Examiner, Real Estate Management Division



Interoffice Memorandum

July 23, 2014

TO: Raymond Williams, P.E., Senior Engineer, Engineering Division

FROM: Julie R. Naditz, P.E., Manager, Highway Construction Division *JRN*

SUBJ: **Valencia College Lane (Sta. 147+70 to Sta. 155+00)
OOCEA Project No: 253E-E1 Contract No: 000688
Final Acceptance**

In December of 2010, Orange County and the OOCEA entered into an agreement regarding "improvements to Valencia College Lane (VCL) and the intersection of Valencia College Lane and Econlockhatchee Trail."

As part of this agreement, the OOCEA has added two lanes to VCL for a distance of 700 linear feet from Station 147+70 to Station 155+00 as depicted on Exhibit "A" from the agreement. This portion of VCL was built by the OOCEA and inspected by CDM Smith, who served as the CEI on the project.

Attached is CDM Smith's final acceptance letter effective February 26, 2013, along with the OOCEA construction compliance certifications.

As per the above attachments, the Highway Construction Division feels confident that all work on this section of road is in substantial compliance with the approved plans and specifications for this project and all materials incorporated in the work satisfies contract requirements. All documents are currently stored by OOCEA.

Therefore, as per Section 2(d) of the agreement, Orange County accepts this section of the OOCEA project.

JRN/jo

Attachments

cc: Mark V. Massaro, P.E., Director, Public Works Department
Joseph C. Kunkel, P.E., Deputy Director, Public Works Department
Deodat Budhu, P.E., Manager, Roads & Drainage Division
Robin L. Hammel, P.E., Manager, Engineering Division
Juan Curi, P.E., Chief Engineer, Highway Construction Division



This Certificate is from the Highway Construction Division

CERTIFICATE OF FINAL COMPLETION

Project: Valencia College Lane (Sta. 147+70 to Sta. 155+00)
 OOCEA Project No: 253E-E1 Contract No: 000888
 Contractor: Lane Construction Corporation
 Notice To Proceed Date: 10/4/10
 Final Acceptance Date: 2/26/13

In accordance with an Agreement between Orange County and the Orlando-Orange County Expressway Authority, Orange County hereby accepts for its full and complete use, the road and drainage improvements completed by the Contractor.

The acceptance is conditioned upon the Contractor's guaranteeing the subsequent remediation of any deficiencies in workmanship and materials, which may become apparent within a period of one-year following the Final Completion Date. This acceptance shall not release the Contractor from complete performance under the provisions of the aforementioned Contract.

ROADWAY CATEGORY

New Construction

Lane Miles

Roadway Type

<input type="checkbox"/>	Arterial
<input type="checkbox"/>	Collector
X	Urban (local)
<input type="checkbox"/>	Subdivision (local)

<input type="checkbox"/>	Lane Miles
<input type="checkbox"/>	Lane Miles
0.553	Lane Miles (730 LF x 4 lanes)
<input type="checkbox"/>	Lane Miles


<input type="checkbox"/>	Private	<input type="checkbox"/>	Public
<input type="checkbox"/>	Private	<input type="checkbox"/>	Public
<input type="checkbox"/>	Private	<input type="checkbox"/>	Public
<input type="checkbox"/>	Private	<input type="checkbox"/>	Public

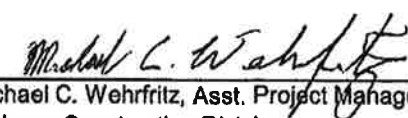
<input type="checkbox"/>	Screen Wall(s)
<input type="checkbox"/>	Landscaping
<input type="checkbox"/>	Irrigation

<input type="checkbox"/>	Private	<input type="checkbox"/>	Public
<input type="checkbox"/>	Private	<input type="checkbox"/>	Public
<input type="checkbox"/>	Private	<input type="checkbox"/>	Public


 Mark V. Massaro, P.E.
 Public Works Director
 Date: 7/24/14


 Julie R. Naditz, P.E., Manager
 Highway Construction Division
 Date: 7/23/14


 Deodat Budhu, P.E., Manager
 Roads And Drainage Division
 Date: 7/23/14


 Michael C. Wehrfritz, Asst. Project Manager
 Highway Construction Division
 Date: 7/24/14

Instrument: 1137.1/1138.1/1139.1/1140.1
Project: Valencia College Lane (Goldenrod Road to Econlockhatchee Trail)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this ____ day of _____, A.D. 20____, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, formerly known as Orlando-Orange County Expressway Authority, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, GRANTOR, to ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the said GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in Orange County, Florida, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Numbers:

unassigned

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

Instrument: 1137.1/1138.1/1139.1/1140.1

Project: Valencia College Lane (Goldenrod Road to Econlockhatchee Trail)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered
in the presence of:

Central Florida Expressway Authority,
a body corporate and an agency of the State of
Florida, created by Part III of Chapter 348, Florida
Statutes, formerly known as Orlando-Orange County
Expressway Authority

Witness

BY: _____
Welton Cadwell
Chairman

Printed Name

Witness

Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20 ____, by Welton Cadwell as Chairman of Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, formerly known as Orlando-Orange County Expressway Authority, on behalf of said Authority. He is personally known to me or presented _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the county and state aforesaid

This instrument prepared by:
E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

My commission expires:

LEGAL DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER 1137

A PARCEL OF LAND, BEING A PORTION OF THE EXISTING LIMITED ACCESS RIGHT OF WAY OF THE EAST-WEST EXPRESSWAY (STATE ROAD 408), AS DEPICTED ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP, PROJECT 75008-6410-101, AND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3903, PAGE 342, REFERENCED AS PARCEL NUMBER 1-145, LIMITED ACCESS RIGHT-OF-WAY TAKING "B", AND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4086, PAGE 3666, REFERENCED AS PARCEL "LIMITED-ACCESS RIGHT-OF-WAY", IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 1221", LOCATED AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°32'54" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 25, A DISTANCE OF 45.01 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE AS DEPICTED ON THE PLAT OF KAW-LIGE LANE, RECORDED IN PLAT BOOK 6, PAGE 72, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°32'54" EAST, ALONG SAID EAST LINE, A DISTANCE OF 59.70 FEET; THENCE, DEPARTING SAID EAST LINE, RUN NORTH 89°57'58" WEST, A DISTANCE OF 508.12 FEET TO A POINT ON THE EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF THE EAST-WEST EXPRESSWAY (STATE ROAD 408), AS DEPICTED ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP, PROJECT 75008-6410-101; THENCE RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG SAID EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE: SOUTH 89°57'19" WEST, A DISTANCE OF 58.00 FEET; THENCE NORTH 00°02'41" WEST, A DISTANCE OF 44.00 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4086, PAGE 3666, IN SAID PUBLIC RECORDS; THENCE, DEPARTING SAID EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 89°57'19" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 211.92 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY,

LEGAL DESCRIPTION CONTINUED ON SHEET 2

NOTE:
BEARINGS SHOWN HEREON WERE DERIVED FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING NORTH 89°57'19" EAST.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

WRITTEN BY: RRC	DATE: 11/02/10	SECTION: 25	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 1 OF 4
	REV.:			C.I.P. - 5029

LEGAL DESCRIPTION

SCHEDULE "A"

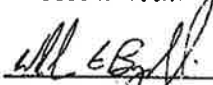
PARCEL NUMBER 1137

LEGAL DESCRIPTION CONTINUED FROM SHEET 1

HAVING A RADIUS OF 5,579.58 FEET, A CHORD BEARING OF NORTH 16°32'57" EAST AND A CHORD DISTANCE OF 31.30 FEET; THENCE, FROM A TANGENT BEARING OF NORTH 16°42'35" EAST, RUN NORTHEASTERLY ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°19'17", A DISTANCE OF 31.30 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE AS DEPICTED ON THE AFOREMENTIONED RIGHT OF WAY MAP OF THE EAST-WEST EXPRESSWAY; THENCE, DEPARTING SAID CURVE, RUN NORTH 89°57'19" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 312.09 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5,879.58 FEET, A CHORD BEARING OF SOUTH 15°36'14" WEST AND A CHORD DISTANCE OF 15.58 FEET; THENCE, FROM A TANGENT BEARING OF SOUTH 15°31'41" WEST, RUN SOUTHWESTERLY ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°09'07", A DISTANCE OF 15.58 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE, AS DEPICTED ON THE AFORESAID PLAT OF KAW-LIGE LANE; THENCE, DEPARTING SAID CURVE, RUN NORTH 89°57'19" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 36.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 35,033 SQUARE FEET or 0.804 ACRES MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

 11/09/2010
 WILLIAM E. BYRD DATE
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER 5442
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801

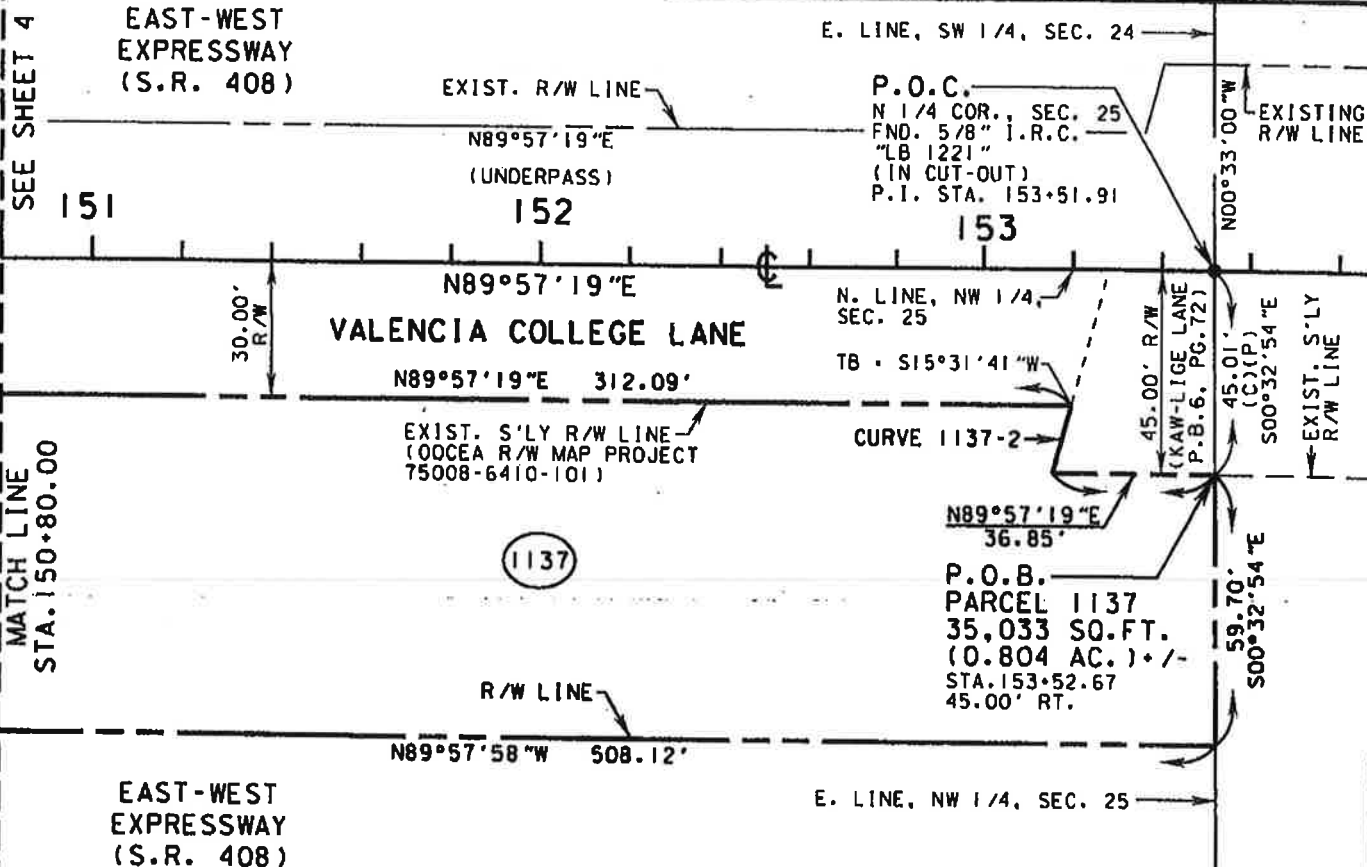
NOTE:
 BEARINGS SHOWN HEREON WERE DERIVED FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING NORTH 89°57'19" EAST.

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

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

WRITTEN BY: RRC	DATE: 11/02/10	SECTION: 25	VALENCIA COLLEGE LANE - ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 2 OF 4
	REV.:			C.I.P. • 5029

SKETCH OF DESCRIPTION
SCHEDULE "A"
PARCEL NUMBER 1137



SEE SHEET 4

MATCH LINE
 STA. 150+80.00

EAST-WEST EXPRESSWAY (S.R. 408)
 VARIED-WIDTH L.A. R/W
 (OOCEA R/W MAP PROJECT 75008-6410-101)

LEGEND & ABBREVIATIONS

- AC. • ACRE(S)
- CB • CHORD BEARING
- CD • CHORD LENGTH
- C.M. • CONCRETE MONUMENT
- CDR. • CORNER
- D.B. • DEED BOOK
- ESMT. • EASEMENT
- EXIST. • EXISTING
- FND. • FOUND
- FDOT • FLORIDA DEPARTMENT OF TRANSPORTATION
- ID. • IDENTIFICATION
- I.P. • IRON PIPE
- I.R.C. • IRON ROD AND CAP
- L. • ARC LENGTH
- L.A. • LIMITED ACCESS
- LB • CERTIFICATE OF AUTHORIZATION
- LT. • LEFT
- N.D. • NAIL & DISK
- OOCEA • ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
- O.R.B. • OFFICIAL RECORDS BOOK
- ORIG. • ORIGINAL
- P.B. • PLAT BOOK
- P.C. • POINT OF CURVATURE
- P.I. • POINT OF INTERSECTION
- P.O.B. • POINT OF BEGINNING
- P.O.C. • POINT OF COMMENCEMENT
- P.R.C. • POINT OF REVERSE CURVATURE
- P.T. • POINT OF TANGENCY
- R. • RADIUS
- RGE • RANGE
- RT. • RIGHT
- RR • RAILROAD
- R/W • RIGHT OF WAY
- SEC. • SECTION
- SO.FT. • SQUARE FEET
- S.R. • STATE ROAD
- TB • TANGENT BEARING
- TWP • TOWNSHIP
- N'LY • NORTHERLY
- S'LY • SOUTHERLY
- E'LY • EASTERLY
- W'LY • WESTERLY
- (C) • CALCULATED
- (F) • FIELD MEASUREMENT
- (P) • PER PLAT
- (D) • PER DEED
- CL • CENTER LINE
- PL • PROPERTY LINE
- LB • LINE BREAK
- Δ • DELTA (CENTRAL ANGLE)

CURVE 1137-2
 Δ • 00°09'07"
 L • 15.58'(C)
 R • 5879.58'(P)
 C.D. • 15.58'(C)
 C.B. • S15°36'14"W

SCALE: 1" = 40'

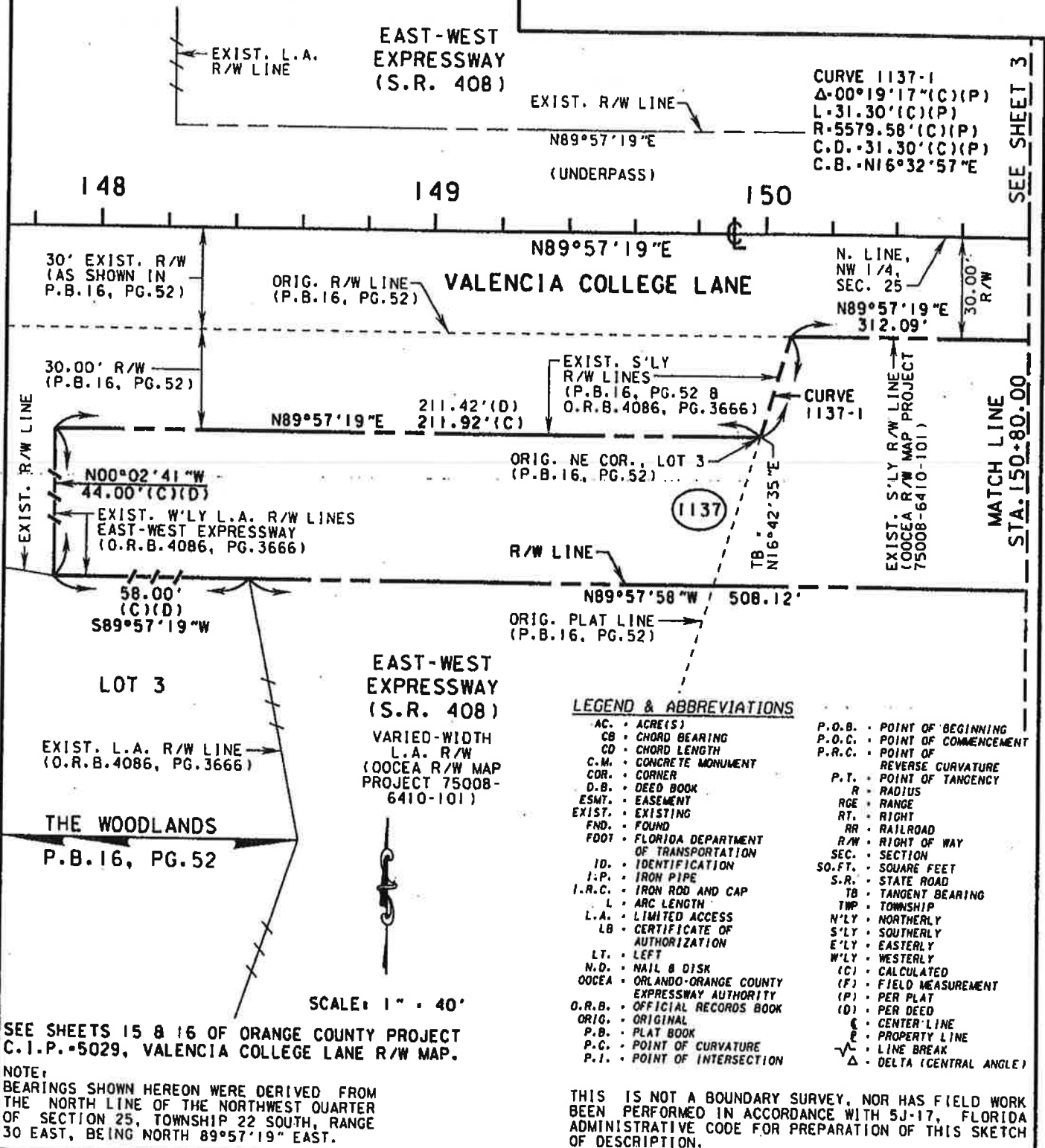
SEE SHEETS 15 & 16 OF ORANGE COUNTY PROJECT C.I.P. 5029, VALENCIA COLLEGE LANE R/W MAP.

NOTE:
 BEARINGS SHOWN HEREON WERE DERIVED FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING NORTH 89°57'19" EAST.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

DESIGNED BY: CDF	DATE: 11/02/10	SECTION: 25	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc.	DRAWING SCALE: 1" = 40'
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 3 OF 4
	REV.:			C.I.P. • 5029
			520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	

SKETCH OF DESCRIPTION
SCHEDULE "A"
PARCEL NUMBER 1137



SEE SHEET 3

MATCH LINE
 STA. 150+80.00

DESIGNED BY: CDF	DATE: 11/02/10	SECTION: 25	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc.	
APPROVED BY: WEB	REV.:	RANGE: 30E	520 SOUTH MAGNOLIA AVENUE	
	REV.:		ORLANDO, FLORIDA 32801	
			TELEPHONE: 407-843-5120	
			DRAWING SCALE: 1" = 40'	
			SHEET 4 OF 4	
			C.I.P. = 5029	

LEGAL DESCRIPTION

SCHEDULE "A"

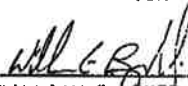
PARCEL NUMBER 1138

A PARCEL OF LAND, BEING A PORTION OF THE EXISTING LIMITED ACCESS RIGHT OF WAY OF THE EAST-WEST EXPRESSWAY (STATE ROAD 408), AS RECORDED IN OFFICIAL RECORDS BOOK 3903, PAGE 342, REFERENCED AS PARCEL NUMBER 1-145, LIMITED ACCESS RIGHT-OF-WAY TAKING "B", IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 1221", LOCATED AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°32'54" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 25, A DISTANCE OF 45.01 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE AS DEPICTED ON THE PLAT OF KAW-LIGE LANE, RECORDED IN PLAT BOOK 6, PAGE 72, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID WEST LINE, RUN SOUTH 89°35'12" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 207.75 FEET TO A POINT ON THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF THE EAST-WEST EXPRESSWAY (STATE ROAD 408), AS RECORDED IN OFFICIAL RECORDS BOOK 3903, PAGE 342, REFERENCED AS PARCEL NUMBER 1-145, LIMITED ACCESS RIGHT-OF-WAY TAKING "B", IN SAID PUBLIC RECORDS; THENCE, DEPARTING SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG SAID EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE: SOUTH 00°24'48" WEST, A DISTANCE OF 59.00 FEET; THENCE NORTH 89°35'12" WEST, A DISTANCE OF 103.00 FEET; THENCE, DEPARTING SAID EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 89°57'58" WEST, A DISTANCE OF 103.75 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 25; THENCE RUN NORTH 00°32'54" WEST, ALONG SAID WEST LINE, A DISTANCE OF 59.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,264 SQUARE FEET or 0.282 ACRES MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

 11/09/2010
 WILLIAM E. BYRD DATE
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER 5442
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801

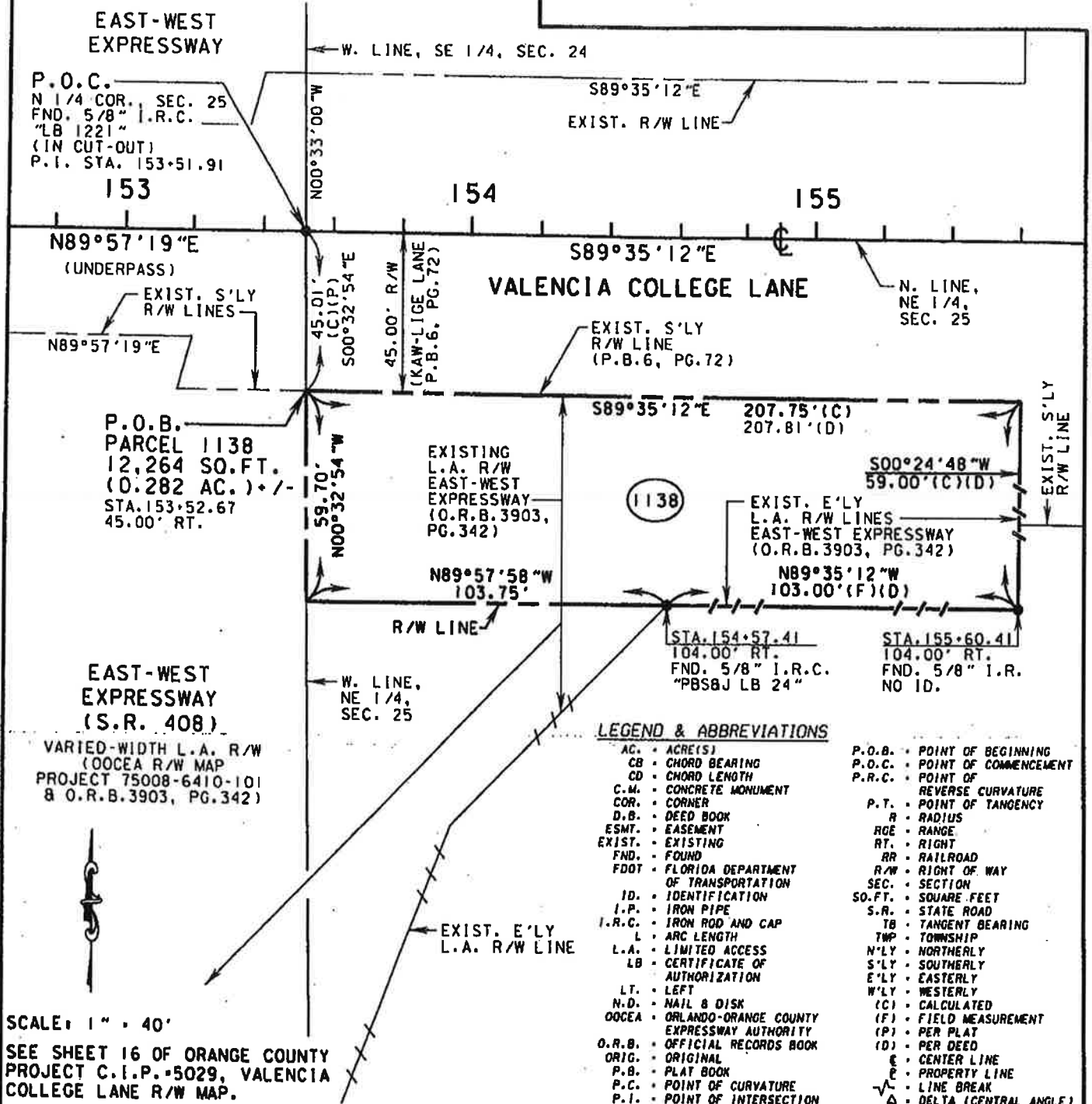
NOTE:
 BEARINGS SHOWN HEREON WERE DERIVED FROM THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING SOUTH 89°35'12" EAST.

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

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

WRITTEN BY: RRC	DATE: 11/02/10	SECTION: 25	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV. 1	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY: WEB	REV. 1	RANGE: 30E		SHEET 1 OF 2
	REV. 1			C.I.P. - 5029

SKETCH OF DESCRIPTION
SCHEDULE "A"
PARCEL NUMBER 1138



LEGEND & ABBREVIATIONS

- AC. • ACRE(S)
- CB • CHORD BEARING
- CD • CHORD LENGTH
- C.M. • CONCRETE MONUMENT
- COR. • CORNER
- D.B. • DEED BOOK
- ESMT. • EASEMENT
- EXIST. • EXISTING
- FND. • FOUND
- FDOT • FLORIDA DEPARTMENT OF TRANSPORTATION
- ID. • IDENTIFICATION
- I.P. • IRON PIPE
- I.R.C. • IRON ROD AND CAP
- L. • ARC LENGTH
- L.A. • LIMITED ACCESS
- LB • CERTIFICATE OF AUTHORIZATION
- LT. • LEFT
- N.D. • NAIL & DISK
- OOCEA • ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
- O.R.B. • OFFICIAL RECORDS BOOK
- ORIG. • ORIGINAL
- P.B. • PLAT BOOK
- P.C. • POINT OF CURVATURE
- P.I. • POINT OF INTERSECTION
- P.O.B. • POINT OF BEGINNING
- P.O.C. • POINT OF COMMENCEMENT
- P.R.C. • POINT OF REVERSE CURVATURE
- P.T. • POINT OF TANGENCY
- R. • RADIUS
- RGE. • RANGE
- RT. • RIGHT
- RR. • RAILROAD
- R/W. • RIGHT OF WAY
- SEC. • SECTION
- SO.FT. • SQUARE FEET
- S.R. • STATE ROAD
- TB. • TANGENT BEARING
- TWP. • TOWNSHIP
- N'LY. • NORTHERLY
- S'LY. • SOUTHERLY
- E'LY. • EASTERLY
- W'LY. • WESTERLY
- (C) • CALCULATED
- (F) • FIELD MEASUREMENT
- (P) • PER PLAT
- (D) • PER DEED
- CL. • CENTER LINE
- PL. • PROPERTY LINE
- |— • LINE BREAK
- Δ • DELTA (CENTRAL ANGLE)

SCALE: 1" = 40'
 SEE SHEET 16 OF ORANGE COUNTY PROJECT C.I.P. 5029, VALENCIA COLLEGE LANE R/W MAP.
 NOTE:
 BEARINGS SHOWN HEREON WERE DERIVED FROM THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING SOUTH 89°35'12" EAST.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

DESIGNED BY: CDF	DATE: 11/02/10	SECTION: 25	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc.	DRAWING SCALE: 1" = 40'
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 2 OF 2
	REV.:		520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	C.I.P. • 5029

LEGAL DESCRIPTION

SCHEDULE "A"

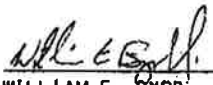
PARCEL NUMBER 1139

A PARCEL OF LAND, BEING A PORTION OF THE EXISTING LIMITED ACCESS RIGHT OF WAY OF THE EAST-WEST EXPRESSWAY (STATE ROAD 408), AS RECORDED IN OFFICIAL RECORDS BOOK 3903, PAGE 342, REFERENCED AS PARCEL NUMBER 1-148, LIMITED ACCESS RIGHT-OF-WAY "B", IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 1221", LOCATED AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'00" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 24, A DISTANCE OF 45.01 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE AS DEPICTED ON THE PLAT OF KAW-LIGE LANE, RECORDED IN PLAT BOOK 6, PAGE 72, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'00" WEST, ALONG SAID WEST LINE, A DISTANCE OF 58.12 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°55'52" EAST, DISTANCE OF 148.15 FEET TO A POINT ON THE EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF THE EAST-WEST EXPRESSWAY (STATE ROAD 408) AS RECORDED IN OFFICIAL RECORDS BOOK 3903, PAGE 342, REFERENCED AS PARCEL NUMBER 1-148, LIMITED ACCESS RIGHT-OF-WAY "B", IN SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG SAID EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE: SOUTH 89°35'12" EAST, A DISTANCE OF 62.00 FEET; THENCE SOUTH 00°24'48" WEST, A DISTANCE OF 59.00 FEET TO A POINT ON THE AFOREMENTIONED EXISTING NORTHERLY RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE; THENCE, DEPARTING SAID EXISTING EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 89°35'12" WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 209.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,304 SQUARE FEET or 0.282 ACRES MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH SJ-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

 11/09/2010
 WILLIAM E. BYRD DATE
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER 5442
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801

NOTE:
 BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING SOUTH 89°35'12" EAST.

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

CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

WRITTEN BY: RRC	DATE: 11/02/10	SECTION: 24	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 1 OF 2
	REV.:			C.I.P. • 5029

SKETCH OF DESCRIPTION

SCHEDULE "A"
PARCEL NUMBER 1139

EAST-WEST EXPRESSWAY
(S.R. 408)

VARIED-WIDTH L.A. R/W
(OOCEA R/W MAP
PROJECT 75008-6410-101
& O.R.B. 3903, PG. 342)

P.O.B.
PARCEL 1139
12,304 SQ.FT.
(0.282 AC.)
STA. 153+51.51
45.00' LT.

EAST-WEST EXPRESSWAY

EXIST. E'LY
L.A. R/W LINE

S89°55'52"E 148.15'

S89°35'12"E
(C)(D)
62.00'

EXISTING
L.A. R/W
EAST-WEST
EXPRESSWAY
(O.R.B. 3903,
PG. 342)

1139

EXIST. E'LY
L.A. R/W LINES
EAST-WEST EXPRESSWAY
(O.R.B. 3903, PG. 342)

EXIST. N'LY
R/W LINE
(P.B. 6, PG. 72)

S00°24'48"W
59.00'(C)(D)

N89°35'12"W

209.37'(D)
209.17'(C)

EXIST. N'LY
R/W LINE

EXIST. N'LY
R/W LINE

N00°33'00"W
45.01'

W. LINE,
SE 1/4,
SEC. 24

S. LINE,
SE 1/4,
SEC. 24

15.00' R/W
(KAW-LIGE LANE
P.B. 6, PG. 72)

30.00' R/W
(O.R.B. 1788
PG. 923)

N89°57'19"E
(UNDERPASS)

S89°35'12"E

VALENCIA COLLEGE LANE

EXIST. R/W LINE

S89°35'12"E

P.O.C.
S 1/4 COR., SEC. 24
FND. 5/8" I.R.C.
"LB 1221"
(IN CUT-OUT)
P.T. STA. 153+51.91

N00°32'54"W

EAST-WEST EXPRESSWAY
(S.R. 408)

LEGEND & ABBREVIATIONS

- | | |
|--|-------------------------------------|
| AC. - ACRE(S) | P.O.B. - POINT OF BEGINNING |
| CB - CHORD BEARING | P.O.C. - POINT OF COMMENCEMENT |
| CD - CHORD LENGTH | P.R.C. - POINT OF REVERSE CURVATURE |
| C.M. - CONCRETE MONUMENT | P.T. - POINT OF TANGENCY |
| COR. - CORNER | R - RADIUS |
| D.B. - DEED BOOK | RGE - RANGE |
| ESMT. - EASEMENT | RT. - RIGHT |
| EXIST. - EXISTING | RR - RAILROAD |
| FND. - FOUND | R/W - RIGHT OF WAY |
| FOOT - FLORIDA DEPARTMENT OF TRANSPORTATION | SEC. - SECTION |
| ID. - IDENTIFICATION | SO.FT. - SQUARE FEET |
| I.P. - IRON PIPE | S.R. - STATE ROAD |
| I.R.C. - IRON ROD AND CAP | TB - TANGENT BEARING |
| L - ARC LENGTH | TWP - TOWNSHIP |
| L.A. - LIMITED ACCESS | N'LY - NORTHERLY |
| LB - CERTIFICATE OF AUTHORIZATION | S'LY - SOUTHERLY |
| LT. - LEFT | E'LY - EASTERLY |
| N.D. - NAIL & DISK | W'LY - WESTERLY |
| OOCEA - ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | (C) - CALCULATED |
| O.R.B. - OFFICIAL RECORDS BOOK | (F) - FIELD MEASUREMENT |
| ORIG. - ORIGINAL | (P) - PER PLAT |
| P.B. - PLAT BOOK | (D) - PER DEED |
| P.C. - POINT OF CURVATURE | CL - CENTER LINE |
| P.I. - POINT OF INTERSECTION | PL - PROPERTY LINE |
| | √ - LINE BREAK |
| | Δ - DELTA (CENTRAL ANGLE) |

SCALE: 1" = 40'

SEE SHEET 16 OF ORANGE COUNTY
PROJECT C.I.P. 5029, VALENCIA
COLLEGE LANE R/W MAP.

NOTE:
BEARINGS SHOWN HEREON WERE DERIVED FROM
THE SOUTH LINE OF THE SOUTHEAST QUARTER
OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE
30 EAST, BEING SOUTH 89°35'12" EAST.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK
BEEN PERFORMED IN ACCORDANCE WITH SJ-17, FLORIDA
ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH
OF DESCRIPTION.

DESIGNED BY: CDF	DATE: 11/02/10	SECTION: 24	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: 1" = 40'
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 2 OF 2
	REV.:			C.I.P. - 5029

LEGAL DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER 1140

A PARCEL OF LAND, BEING A PORTION OF THE EXISTING LIMITED ACCESS RIGHT OF WAY OF THE EAST-WEST EXPRESSWAY (STATE ROAD 408), AS DEPICTED ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP, PROJECT 75008-6410-101, AND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 283, AND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3903, PAGE 342 (REFERENCED AS PARCEL NUMBER 1-148, LIMITED ACCESS RIGHT-OF-WAY "A"), IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" IRON ROD AND CAP STAMPED "LB 1221", LOCATED AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'00" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24, A DISTANCE OF 45.01 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE AS DEPICTED ON THE PLAT OF KAW-LIGE LANE, RECORDED IN PLAT BOOK 6, PAGE 72, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE, DEPARTING SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 24, RUN SOUTH 89°57'19" WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 11.49 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5,879.58 FEET, A CHORD BEARING OF SOUTH 14°50'46" WEST AND A CHORD DISTANCE OF 15.53 FEET; THENCE, FROM A TANGENT BEARING OF SOUTH 14°46'14" WEST, RUN SOUTHWESTERLY ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°09'05", A DISTANCE OF 15.53 FEET; THENCE, DEPARTING SAID CURVE, RUN SOUTH 89°57'19" WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1788, PAGE 923, IN SAID PUBLIC RECORDS, A DISTANCE OF 514.50 FEET TO A POINT ON THE EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF THE EAST-WEST EXPRESSWAY (STATE ROAD 408), AS DESCRIBED IN OFFICIAL RECORDS BOOK 3903, PAGE 342 (REFERENCED AS PARCEL NUMBER 1-148, LIMITED ACCESS RIGHT-OF-WAY "A"), IN SAID PUBLIC RECORDS; THENCE, DEPARTING SAID EXISTING NORTHERLY RIGHT OF WAY LINE,

LEGAL DESCRIPTION CONTINUED ON SHEET 2

NOTE:
BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING NORTH 89°57'19" EAST.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH SJ-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

WRITTEN BY: RRC	DATE: 11/02/10	SECTION: 24	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc.	DRAWING SCALE: N/A
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 1 OF 4
	REV.:		520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	C.I.P. • 5029

LEGAL DESCRIPTION

SCHEDULE "A"

PARCEL NUMBER 1140

LEGAL DESCRIPTION CONTINUED FROM SHEET 1

RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG SAID EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE: NORTH 00°02'41" WEST, A DISTANCE OF 74.00 FEET; THENCE NORTH 89°57'19" EAST, A DISTANCE OF 86.03 FEET; THENCE, DEPARTING SAID EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 89°55'52" EAST, A DISTANCE OF 443.44 FEET TO A POINT ON THE AFOREMENTIONED EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24; THENCE RUN SOUTH 00°33'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 58.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,806 SQUARE FEET or 0.891 ACRES MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

William E. Byrd 11/09/2010
 WILLIAM E. BYRD DATE
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER 5442
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801

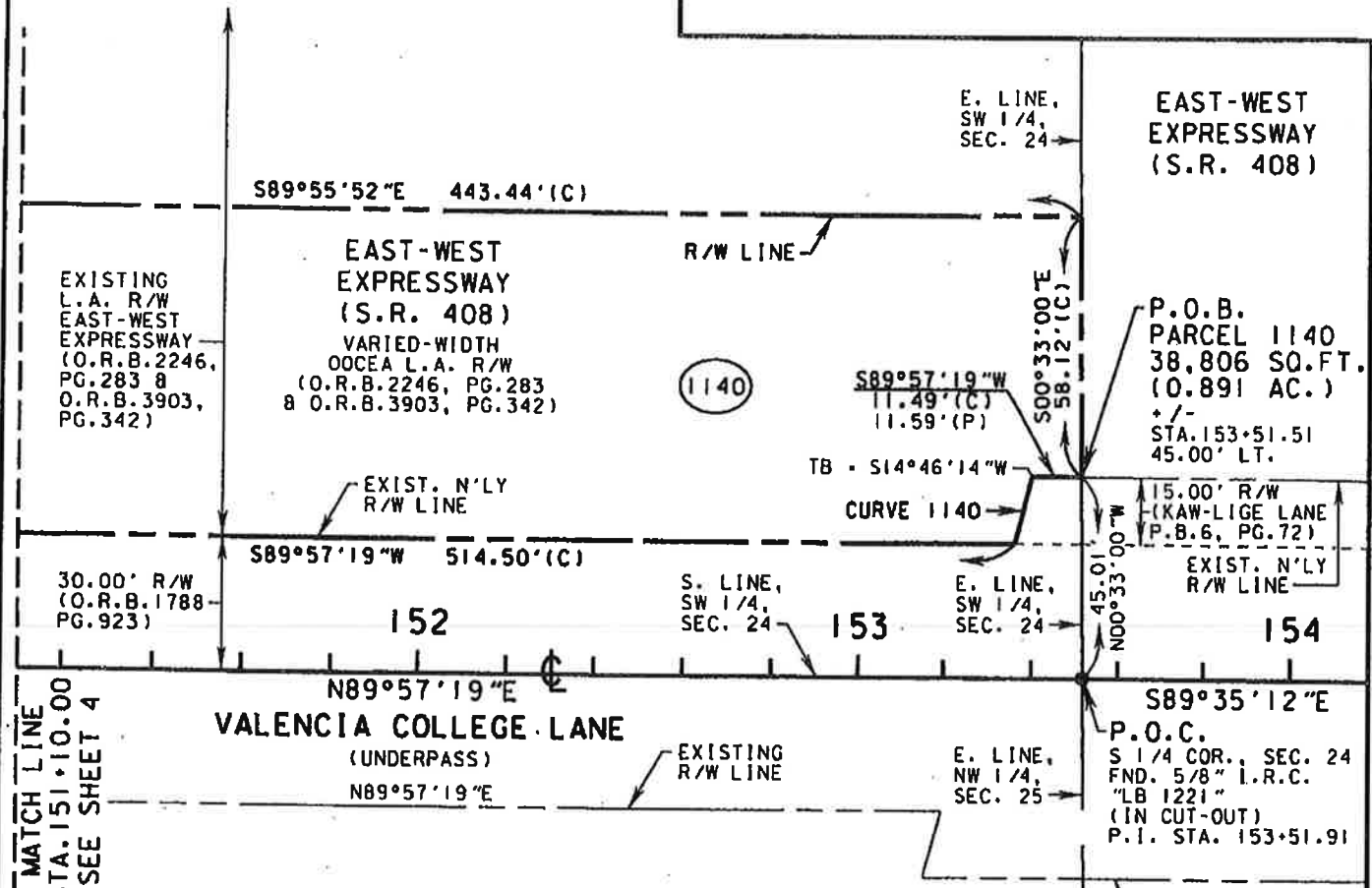
NOTE:
 BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING NORTH 89°57'19" EAST.

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
 CERTIFICATE OF AUTHORIZATION NUMBER LB 1221

WRITTEN BY: RRC	DATE: 11/02/10	SECTION: 24	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc. 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	DRAWING SCALE: N/A
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 2 OF 4
	REV.:			C.I.P. - 5029

SKETCH OF DESCRIPTION

SCHEDULE "A"
PARCEL NUMBER 1140



LEGEND & ABBREVIATIONS

- | | |
|--|-------------------------------------|
| AC. • ACRE(S) | P.O.B. • POINT OF BEGINNING |
| CB • CHORD BEARING | P.O.C. • POINT OF COMMENCEMENT |
| CD • CHORD LENGTH | P.R.C. • POINT OF REVERSE CURVATURE |
| C.M. • CONCRETE MONUMENT | P.T. • POINT OF TANGENCY |
| COR. • CORNER | R • RADIUS |
| D.B. • DEED BOOK | RGE • RANGE |
| ESMT. • EASEMENT | RT. • RIGHT |
| EXIST. • EXISTING | RR • RAILROAD |
| FND. • FOUND | R/W • RIGHT OF WAY |
| FDOT • FLORIDA DEPARTMENT OF TRANSPORTATION | SEC. • SECTION |
| ID. • IDENTIFICATION | SO.FT. • SQUARE FEET |
| I.P. • IRON PIPE | S.R. • STATE ROAD |
| I.R.C. • IRON ROD AND CAP | TB • TANGENT BEARING |
| L • ARC LENGTH | TWP • TOWNSHIP |
| L.A. • LIMITED ACCESS | N'LY • NORTHERLY |
| LB • CERTIFICATE OF AUTHORIZATION | S'LY • SOUTHERLY |
| LT. • LEFT | E'LY • EASTERLY |
| N.D. • NAIL & DISK | W'LY • WESTERLY |
| OOCEA • ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | (C) • CALCULATED |
| O.R.B. • OFFICIAL RECORDS BOOK | (F) • FIELD MEASUREMENT |
| ORIG. • ORIGINAL | (P) • PER PLAT |
| P.B. • PLAT BOOK | (D) • PER DEED |
| P.C. • POINT OF CURVATURE | CL • CENTER LINE |
| P.I. • POINT OF INTERSECTION | P • PROPERTY LINE |
| | LB • LINE BREAK |
| | Δ • DELTA (CENTRAL ANGLE) |

NOTE:
BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING NORTH 89°57'19" EAST.

EAST-WEST EXPRESSWAY (S.R. 408)

CURVE 1140
Δ • 00°09'05"
L • 15.53'(C)
15.51'(P)
R • 5879.58'(C)(P)
C.D. • 15.53'(C)
C.B. • S14°50'46"W

SCALE: 1" = 40'

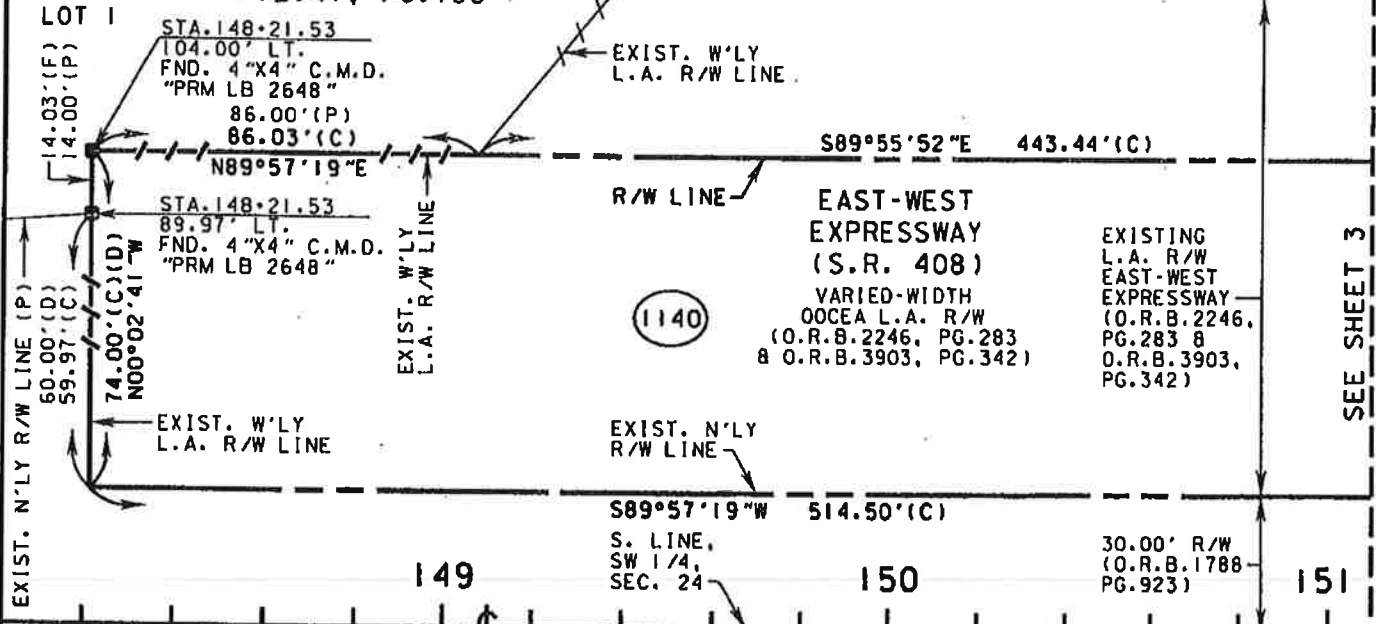
SEE SHEETS 15 & 16 OF ORANGE COUNTY PROJECT C.I.P. #5029, VALENCIA COLLEGE LANE R/W MAP.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

DESIGNED BY: CDF	DATE: 11/02/10	SECTION: 24	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc.	DRAWING SCALE: 1" = 40'
APPROVED BY: WEB	REV.:	RANGE: 30E	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	SHEET 3 OF 4
	REV.:			C.I.P. # 5029

SKETCH OF DESCRIPTION
SCHEDULE "A"
PARCEL NUMBER 1140

VALENCIA SQUARE
P.B. 41, PG. 136



SEE SHEET 3

VALENCIA COLLEGE LANE (UNDERPASS)

MATCH LINE
STA. 151+10.00

LEGEND & ABBREVIATIONS

- AC. • ACRE(S)
- CB • CHORD BEARING
- CD • CHORD LENGTH
- C.M. • CONCRETE MONUMENT
- COR. • CORNER
- D.B. • DEED BOOK
- ESMT. • EASEMENT
- EXIST. • EXISTING
- FND. • FOUND
- FDOT • FLORIDA DEPARTMENT OF TRANSPORTATION
- ID. • IDENTIFICATION
- I.P. • IRON PIPE
- I.R.C. • IRON ROD AND CAP
- L • ARC LENGTH
- L.A. • LIMITED ACCESS
- LB • CERTIFICATE OF AUTHORIZATION
- LT. • LEFT
- N.D. • NAIL & DISK
- OOCEA • ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
- O.R.B. • OFFICIAL RECORDS BOOK
- ORIG. • ORIGINAL
- P.B. • PLAT BOOK
- P.C. • POINT OF CURVATURE
- P.I. • POINT OF INTERSECTION
- P.O.B. • POINT OF BEGINNING
- P.O.C. • POINT OF COMMENCEMENT
- P.R.C. • POINT OF REVERSE CURVATURE
- P.T. • POINT OF TANGENCY
- R • RADIUS
- RGE • RANGE
- RT. • RIGHT
- RR • RAILROAD
- R/W • RIGHT OF WAY
- SEC. • SECTION
- SO.FT. • SQUARE FEET
- S.R. • STATE ROAD
- TB • TANGENT BEARING
- TWP • TOWNSHIP
- N'LY • NORTHERLY
- S'LY • SOUTHERLY
- E'LY • EASTERLY
- W'LY • WESTERLY
- (C) • CALCULATED
- (F) • FIELD MEASUREMENT
- (P) • PER PLAT
- (D) • PER DEED
- CL • CENTER LINE
- PL • PROPERTY LINE
- |— • LINE BREAK
- Δ • DELTA (CENTRAL ANGLE)

EAST-WEST EXPRESSWAY (S.R. 408)

SCALE: 1" = 40'

SEE SHEETS 15 & 16 OF ORANGE COUNTY PROJECT C.I.P. 5029, VALENCIA COLLEGE LANE R/W MAP.

THIS IS NOT A BOUNDARY SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS SKETCH OF DESCRIPTION.

DESIGNED BY: CDF	DATE: 11/02/10	SECTION: 24	VALENCIA COLLEGE LANE-ORANGE COUNTY	
DRAWN BY: RRC	REV.:	TOWNSHIP: 22S	Bowyer-Singleton & Assoc., Inc.	DRAWING SCALE: 1" = 40'
APPROVED BY: WEB	REV.:	RANGE: 30E		SHEET 4 OF 4
	REV.:		520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 TELEPHONE: 407-843-5120	C.I.P. = 5029


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 Board Members

FROM: James Edward Cheek, III, Right of Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A. 

DATE: October 25, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-204; Parcels 249/256 - Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with A. Tanner Scofield, III, and Cathleen P. Scofield ("Owners"), for the acquisition of Parcels 249 and 256 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-204.

DESCRIPTION and BACKGROUND:

Parcel 256 is a total taking of a 4.912 acre piece of property located along Ondich Road in unincorporated Orange County. The property is improved with a 1,686 square foot log cabin residence that was constructed in 1987. There is also a large, unfinished addition containing 610 square feet attached to the residence. Construction of this addition was abandoned after notification of the impending taking. Other site improvements include a greenhouse, in-ground irrigation, several sheds and animal pens, two wells and pumps, field wire fencing, a metal gate, shell/asphalt/concrete drive and landscaping. The property is zoned A-1, Citrus Rural District by Orange County, and the future land use designation is Rural/Agricultural, with a maximum of one dwelling unit per ten acres.

CFX's appraisal of the property was prepared by David Hall of Bullard, Hall & Adams, Inc. Mr. Hall issued an appraisal report for Parcel 256 in the amount of \$304,700.00, with a date of value of February 4, 2015. An Order of Taking was entered by the Court on April 28, 2015. CFX deposited \$307,100 (the combined amount of Parcel 249 and 256) as its good faith estimate of value on May 8, 2015. A proposed settlement was reached in this case before Mr. Hall's appraisal was updated to the date of deposit.

Mr. Hall arrived at his valuation conclusions by examining the highest and best use of the property. First, Mr. Hall valued the property as though vacant, with a highest and best use for rural residential development. He considered six vacant sales that ranged in value from \$22,874.00 per acre to \$30,021.00 per acre, and reconciled on a value of \$30,000.00 per acre for

the subject property, or a total of \$147,400.00 for 4.912 acres. Next, Mr. Hall evaluated the contributory value of the improvements. He considered four improved home sites which indicated a value between \$72.08 and \$79.67 per square foot of living area. Mr. Hall reconciled on a value of \$79.00 per square foot of living area, which yields \$133,194 (rounded) for the Scofield's home (1686 sq. ft of living area x \$79.00 per foot), plus an additional \$24,095.00 for the unfinished addition. The appraiser therefore concluded that the total compensation owed to the Scofields for Parcel 256 is **\$304,700.00** (\$147,000.00 for land + \$157,300.00 for improvements).

Parcel 249 is a whole take of a hiatus parcel within Parcel 256. This parcel was mistakenly created by a scrivener's error through past deed transfers. It contains .076 acres, or 3,462 square feet. The "Across the Fence Method" ("ATF") was utilized to value this property. The ATF Method measures the value of the land by valuing the adjoining land. Since Parcel 249 is a hiatus strip that runs through the center of a rural residential homesite, the hiatus strip is valued as a portion of this homesite. Using the same methodology described above, Mr. Hall concluded that the total compensation owed to the Scofields for Parcel 249 is **\$2,400.00**. Mr. Hall issued his appraisal report for Parcel 249 with a date of value of January 22, 2015. The proposed settlement was reached before this appraisal was updated to the May 8, 2015 date of deposit.

As this settlement was negotiated in conjunction with the Order of Taking, the landowners have not submitted a final appraisal report. However, the Scofields have retained the services of Rick Dreggors, whose preliminary valuation was substantially higher than CFX's offer, and counsel has reviewed area comparable sales identified by Mr. Dreggors. The Scofields have submitted a compensation claim of **\$610,000.00** for this property.

EXPERT AND ATTORNEY FEES:

The Scofields retained the expert services of the following companies, whose requested fees are listed as below:

Richard Dreggors (appraiser)	\$13,737.00
PSG (construction company)	4,900.00
MEI (civil engineers)	3,019.00
<u>Lakemont Group</u>	<u>3,465.00</u>
Total	\$25,121.00

After considerable negotiations, the landowners' experts have agreed to accept a total of **\$15,700.00** for the above invoice amounts.

CFX retained the appraisal services of David Hall of Bullard, Hall & Adams, Inc. Mr. Hall has submitted invoices in a total amount of **\$14,370.00** to appraise the subject property.

The Scofields retained the legal services of Tom Callan, from The Callan Law Firm, P.A. Mr. Callan is seeking to recover attorney's fees based on the standard "betterment" payment described in § 73.092(1)(c), *Florida Statutes*, which provides for attorneys to receive 33% of the difference between the last written offer made by the condemning authority before the defendant hires an attorney (or, if no such offer is made, the first written offer after a landowner hires an attorney) and the amount of the settlement or final judgment. The last written offer CFX made to

the Scofields before they hired an attorney was in the amount of \$299,200.00. The statutory attorney fee formula results in an award of \$51,414.00 for attorneys fees (\$455,000.00 - \$299,200.00 = \$155,800.00 x .33 = \$51,414.00).

Counsel has reviewed the amounts sought by the owners' experts and paid to CFX's experts and believes them to be reasonable.

PROPOSED SETTLEMENT:

A settlement proposal was initially presented to this Committee in a memo dated May 20, 2015 in the amount of \$522,314.00. This proposal was not approved. Since that time, the landowners have had to incur additional costs because the improvements were demolished for construction of the roadway, and thus PSG had to complete its report.

The parties' recent settlement negotiations have culminated in an "all-in" settlement proposal for the amount of \$522,114.00, subject to Right of Way Committee recommendation and final CFX Board approval. This proposal does not apportion the settlement amount among the experts, attorneys and landowner. However, an estimated break-down of this amount is provided for informational purposes:

Total Settlement Proposal for Parcel 249 and 256 – Approximate Break-down:

Scofields (landowners):	\$455,000.00
Expert fees:	15,700.00
<u>Tom Callan (statutory fee based on betterment):</u>	<u>51,414.00</u>
Total	\$522,114.00

On behalf of the landowners, CFX paid \$25,302.000 to Sebastian Moving Company, \$1,378.00 for storage, and \$693.50 in incidental expenses. Mayflower Movers may have an additional claim for moving expenses of up to \$600.00. No purchase additive was paid in this case.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's 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. The proposed settlement will resolve all pending matters in this case, including the property owner's attorney's fees and expert costs.

RECOMMENDATION:

The Right of Way Committee recommended CFX Board approval of the proposed settlement on October 26, 2016. The undersigned respectfully requests that this Board approve the proposed settlement in the amount of \$522,114.00 in full settlement of all claims for compensation for the acquisition of Parcels 249 and 256.

ATTACHMENT:

Exhibit A-Sketch of Subject Property

Exhibit B-Map Depicting Location of Property

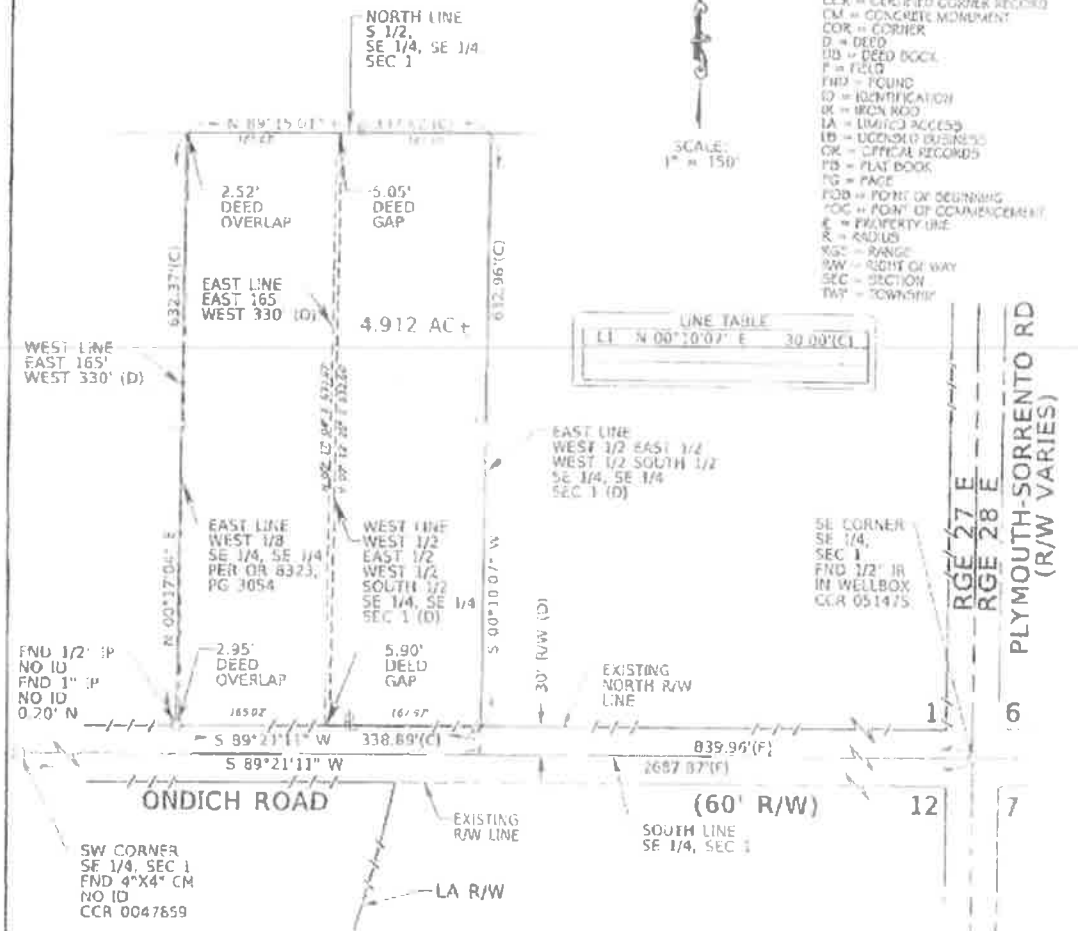
REVIEWED BY: _____

Joseph Marinatore

SKETCH OF DESCRIPTION

PARCEL 256
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

TOWNSHIP 20 SOUTH
 RANGE 27 EAST



- LEGEND**
- C = CALCULATED
 - CCR = CERTIFIED CORNER RECORD
 - CM = CONCRETE MONUMENT
 - COR = CORNER
 - D = DEED
 - DB = DEED BOOK
 - F = FIELD
 - FND = FOUND
 - ID = IDENTIFICATION
 - IR = IRON ROD
 - LA = LIMITED ACCESS
 - LB = LOCAL BUSINESS
 - OR = OFFICIAL RECORDS
 - PB = PLAT BOOK
 - PG = PAGE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PL = PROPERTY LINE
 - R = RADII
 - RGE = RANGE
 - RAW = RIGHT OF WAY
 - SEC = SECTION
 - TWP = TOWNSHIP

LINE TABLE

LI	N 00° 10' 07" E	30.00'(C)
----	-----------------	-----------

- GENERAL NOTES:**
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
 2. THERE MAY BE OTHER SURVEYED ENCUMBRANCES FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
 3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SOME BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCENE DATA.
 4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 4, 2012, IS IN NO. 2037-2831151 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS IF ANY NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

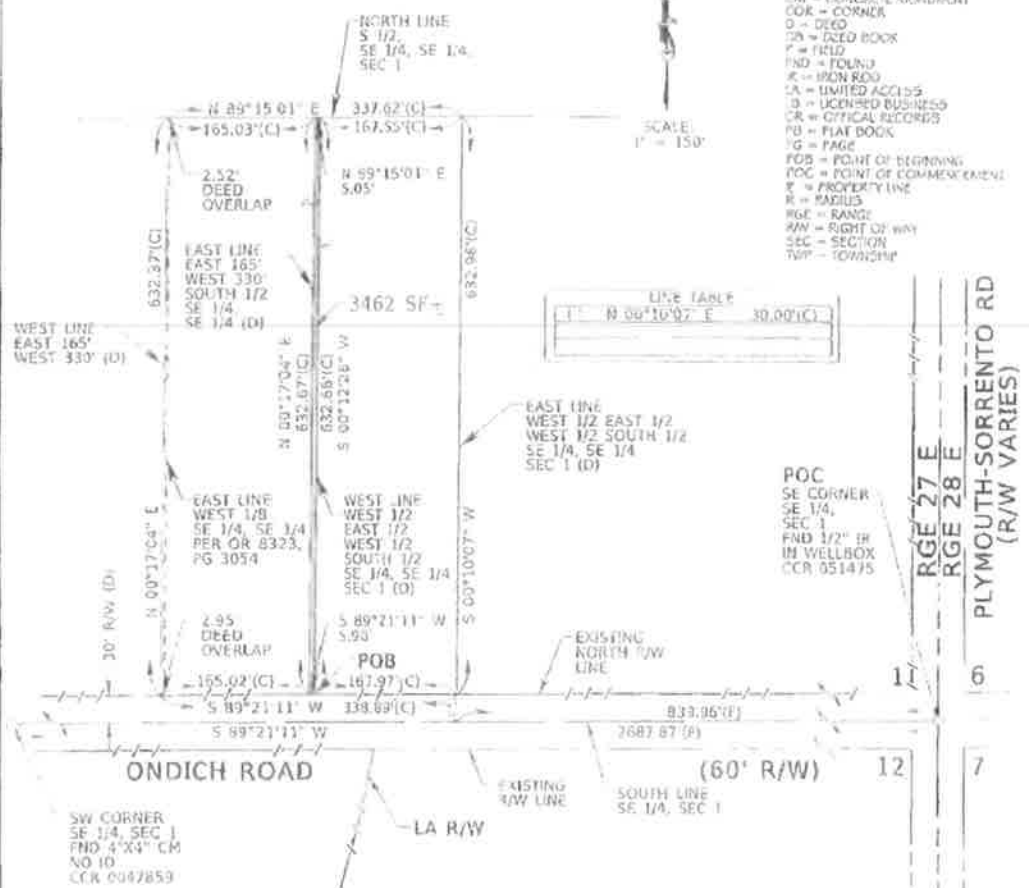
FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1943 PH (407) 422-0353 LICENSED BUSINESS #17-6649	REVISION:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

SKETCH OF DESCRIPTION
 PARCEL 256

SKETCH OF DESCRIPTION

PARCEL 249
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

TOWNSHIP 20 SOUTH
RANGE 27 EAST



- LEGEND
- C = CALCULATED
 - CCR = CERTIFIED COPY OR RECORD
 - CM = CONCRETE MONUMENT
 - CCR = CORNER
 - D = DEED
 - DB = TAZED BOOK
 - F = FIELD
 - FND = FOUND
 - R = IRON ROD
 - LA = LIMITED ACCESS
 - LD = LICENSED BUSINESS
 - CR = OFFICIAL RECORDS
 - FB = PLAT BOOK
 - PG = PAGE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - P = PROPERTY LINE
 - R = RADIUS
 - RGE = RANGE
 - R/W = RIGHT OF WAY
 - SEC = SECTION
 - TWP = TOWNSHIP

- ORIGINAL NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
 2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
 3. ATTENTION IS DIRECTED TO THE FACT THAT SCALES MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN CONTAINING SCALE DATA.
 4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY THE AMERICAN TITLE INSURANCE COMPANY, LA 10 DEDICOR 4, 2012, FILE NO. 2007-2631151, WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	URS CORPORATION 315 E. ROBINSON STREET SUITE 249 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 5339	REVISIONS:
DRAWN BY: DJT	JOB NO:		SHEET: 2 OF 2
APPROVED BY: RJM	COCEA PROJECT NO: 429-304		

SKETCH OF DESCRIPTION
PARCEL 249

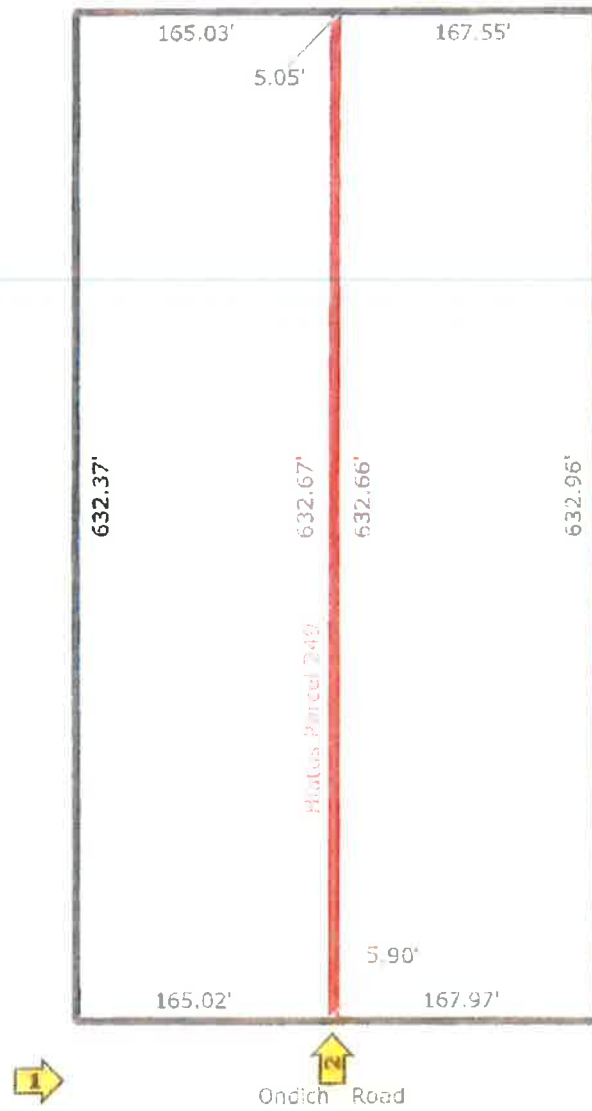
SIZE OF LAND.

Before: 3,462 Square Feet (.079 Acre)

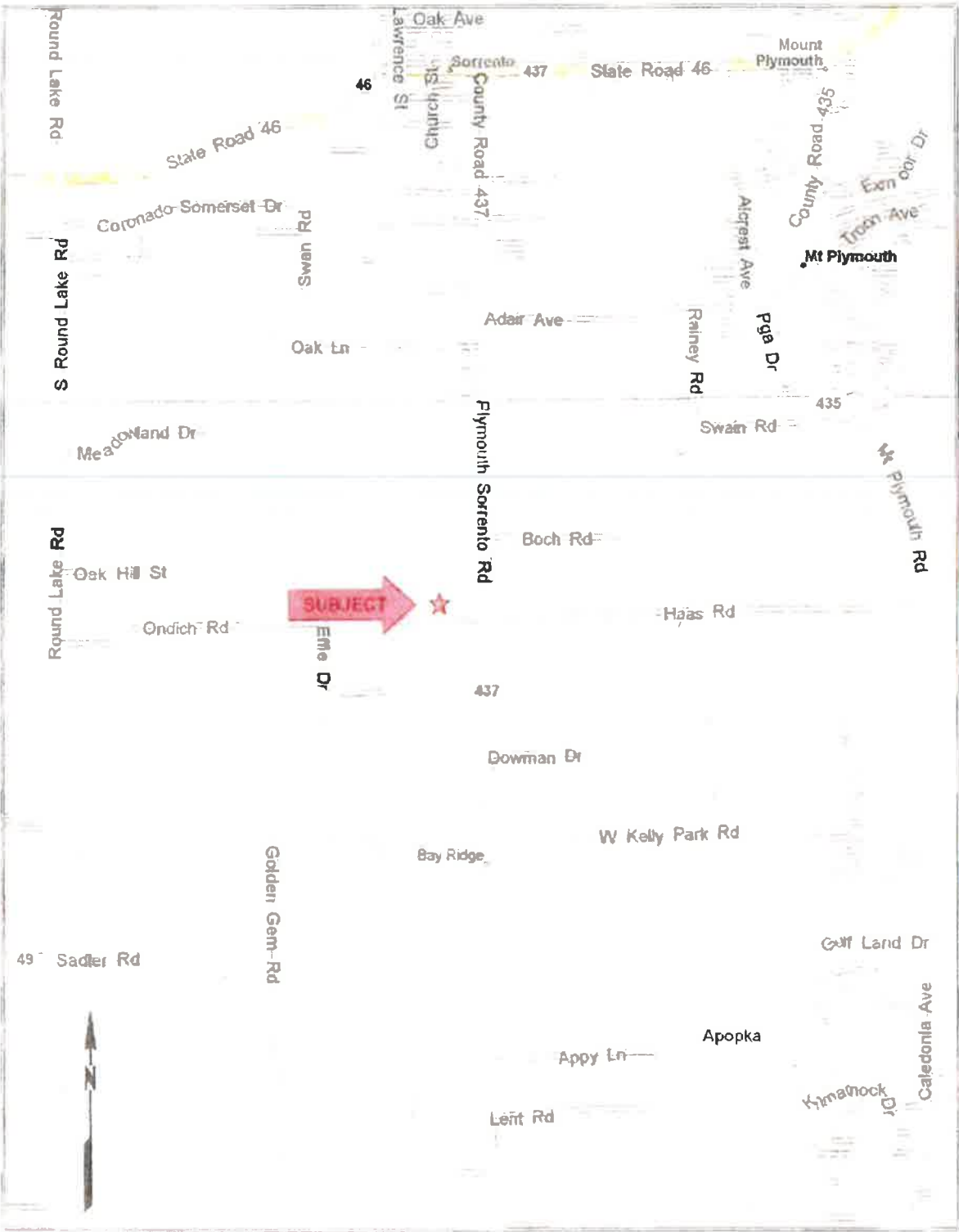
Taking: 3,462 Square Feet (.079 Acre)

Remainder: Whole Take

FOR VISUAL AID
NOT TO SCALE



PARCEL SKETCH



SUBJECT LOCATION MAP

CONSENT AGENDA ITEM

#19



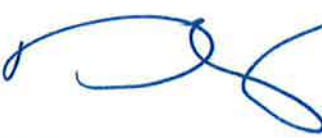
MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0153
Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: October 24, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 260
Proposed Offer of Judgment



Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 260 owned by William S. and Peggy H. Bennett for State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 260 is a fee simple whole taking consisting of 2.441 acres which was the homestead of Mr. and Mrs. Bennett. The property is located along the west side of Plymouth Sorrento Road, north of Ondich Road, in the Apopka area of Orange County, Florida. The subject property is improved with a 2,777 square foot, 5-bedroom, 3-bath single-family residence built in 1971. The northwesterly wing of the home has 2 bedrooms, 1 bath, kitchen and family room and is utilized as a guest apartment. The residence has an attached 2-car garage, fireplace, in-ground swimming pool, 4-stall horse barn, shed, dog pen, fencing, and various other agricultural/rural residential related improvements.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. Mr. Durrance opined the highest and best use of the property is for residential use. Mr. Durrance used seven (7) comparable land sales with prices ranging from \$23,400 per acre to \$29,300 per acre to arrive at the valuation of \$27,500 per acre or \$67,000 for the fee simple market value of the land. Additionally, Mr. Durrance used three (3) improved comparable sales ranging in price from \$102 per s.f. to \$115 per s.f. to determine the value of the improvements at \$258,000, for a total property value of \$325,000 (Land \$67,000 and improvements \$258,000.)

Mr. and Mrs. Bennett are represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle this parcel or set it for trial if we were unable to reach a resolution. Unfortunately, Mr. Callan has some health issues that require

a surgery in December 2016, which is likely the cause for a delay in settlement negotiations. Additionally, in light of Mr. Callan's health issues, the court has removed several of his parcels from the trial docket. Therefore, filing a notice for trial on this parcel would likely not render a trial date to be set on the Court's docket. Accordingly, in an effort to move this case to fruition, to provide the property owners a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 260 in the amount of \$484,740.00, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value and additional monies for the improvements. Additionally, the Bennetts were eligible for and received a Replacement Housing Payment under the Uniform Relocation Act due to the taking displacing the Bennetts from their home. Accordingly, since the proposed Offer of Judgment is greater than the CFX's appraised value, the CFX is entitled to an RHP credit back from the Bennetts in the amount of \$62,716.55, which will offset the Offer of Judgment amount upon distribution, including a credit for the CFX's good faith deposit.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve an Offer of Judgment in the amount of \$484,740.00, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

The Right-of-Way Committee recommended approval of the proposed Offer of Judgment at its October 26, 2016 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$484,740.00, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 260.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by: _____



ORLDOCS 15012286 |

LEGAL DESCRIPTION

PARCEL 260
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE


THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH,
 RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED
 IN OFFICIAL RECORDS BOOK 1932, PAGE 388, PUBLIC RECORDS OF ORANGE
 COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE
 SE 1/4, SECTION 1 TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY,
 FLORIDA."


TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO,
 FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH
 MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.441 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO
 THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL
 DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET
 FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN
 CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF
 THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



 RUSSELL J. MARKS, PSM NO. 5624 3/25/14
 DATE
 NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 260
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGEND

- C = CALCULATED
- CCR = CERTIFIED CORNER RECORD
- CM = CONCRETE MONUMENT
- DB = DEED BOOK
- F = FIELD
- FND = FOUND
- ID = IDENTIFICATION
- IR = IRON ROD
- LA = LIMITED ACCESS
- LB = LICENSED BUSINESS
- OR = OFFICIAL RECORDS
- PL = PROPERTY LINE
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- COR = CORNER
- R = RADIUS
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP

TOWNSHIP 20 SOUTH RANGE 27 EAST

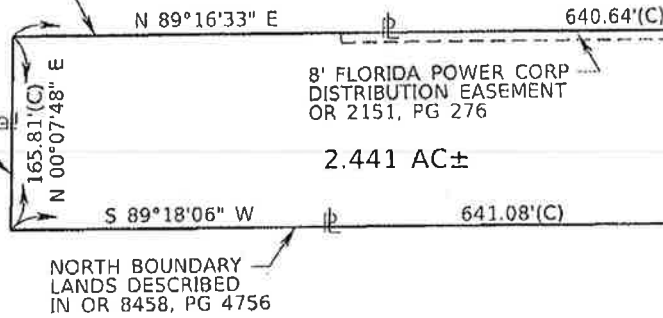
LINE TABLE		
L1	N 00°01'26" W	30.00'(C)
L2	S 89°21'11" W	30.00'(C)

NE COR SE 1/4
 FND 1" IR
 NO ID
 (IN WELL BOX)
 CCR 41735

EXISTING WEST R/W LINE
 30' R/W PER DB 402, PG 116

SOUTH BOUNDARY LANDS DESCRIBED
 IN OR 1936, PG 571

EAST BOUNDARY LANDS DESCRIBED
 IN OR 9022, PG 3774



RGE 27 E
 RGE 28 E
 (R/W VARIES)

PLYMOUTH SORRENTO ROAD
 (R/W VARIES)

SCALE:
 1" = 150'

SW CORNER
 SE 1/4, SEC 1
 FND 4"X4" CM
 NO ID

EXISTING NORTH R/W LINE

LA R/W

EAST LINE
 SE 1/4,
 SEC 1

S 89°21'11" W

2687.87'(F)

ONDICH ROAD

EXISTING R/W LINE

SOUTH LINE
 SE 1/4, SEC 1

(60' R/W) 12

7

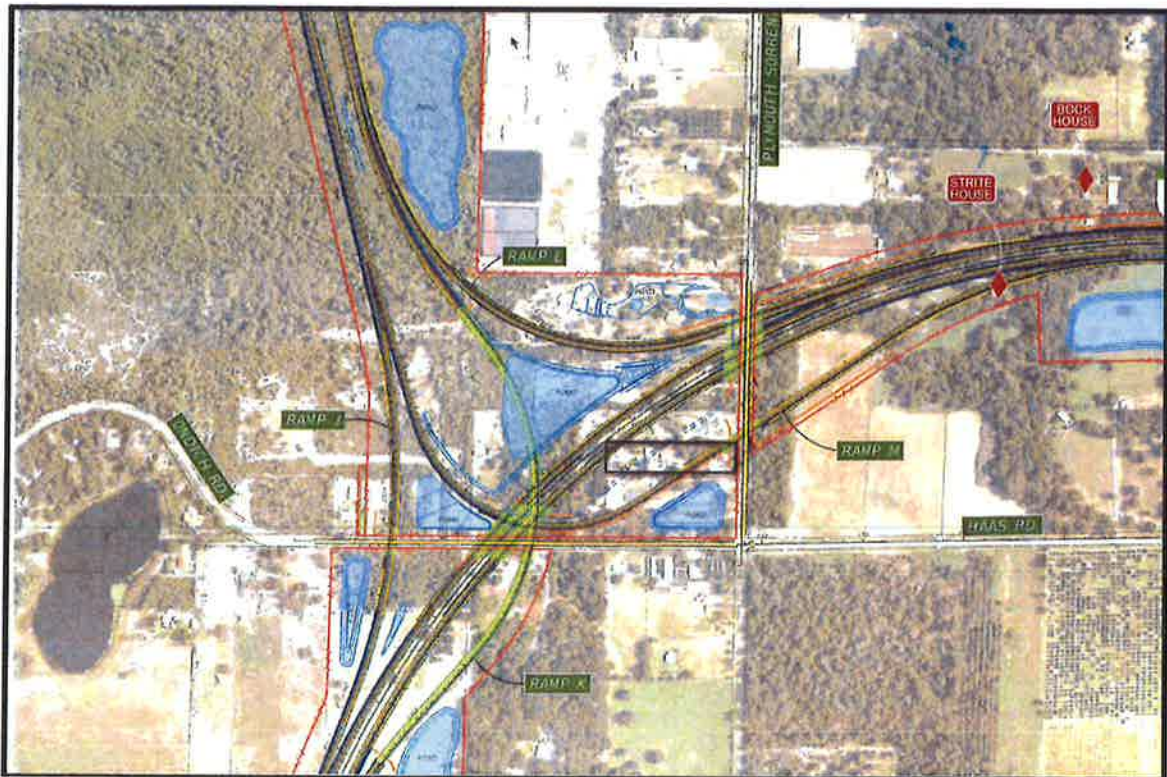
SE CORNER
 SE 1/4,
 SEC 1
 FND 1/2" IR
 IN WELLBOX
 CCR 051475

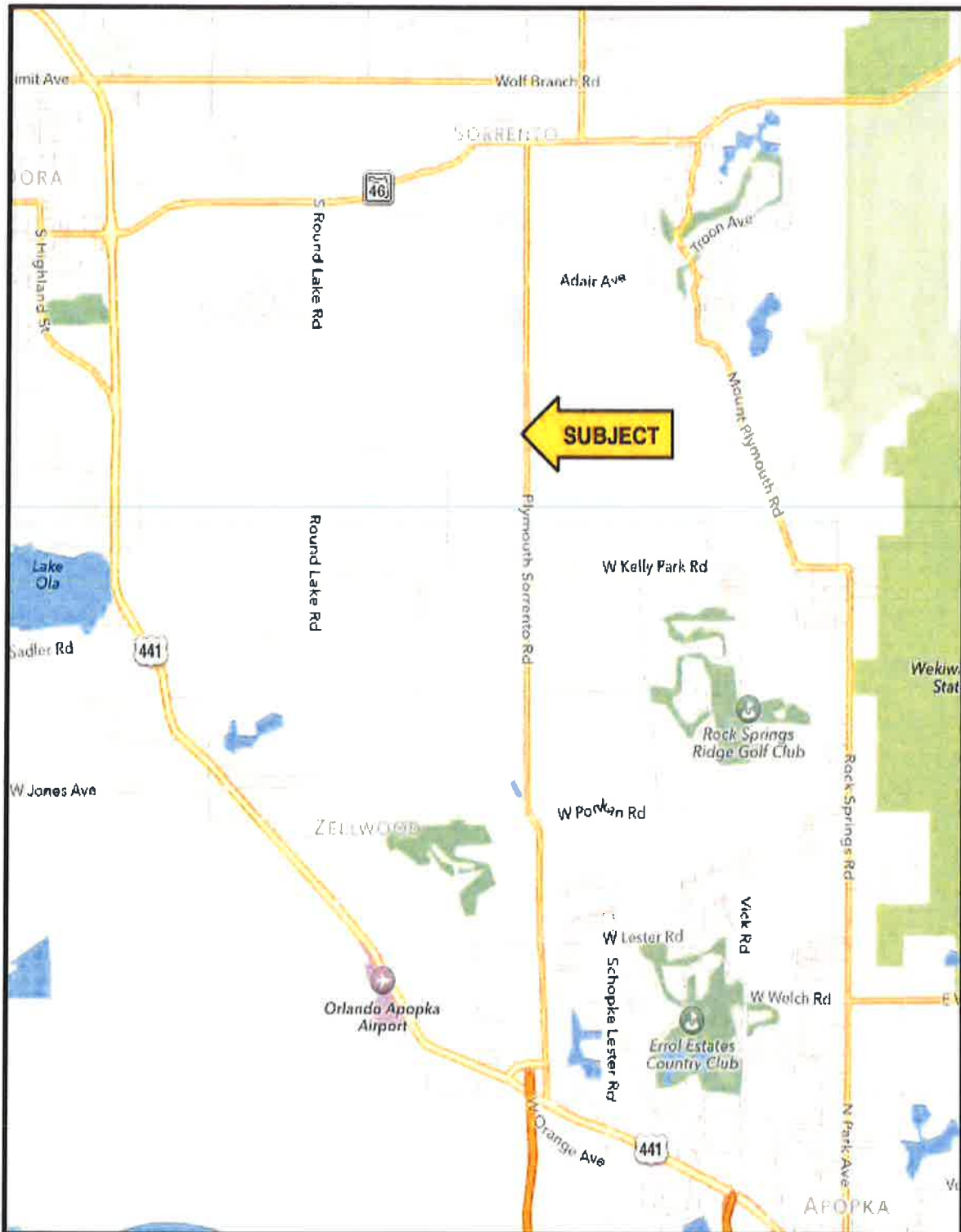
GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857112 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

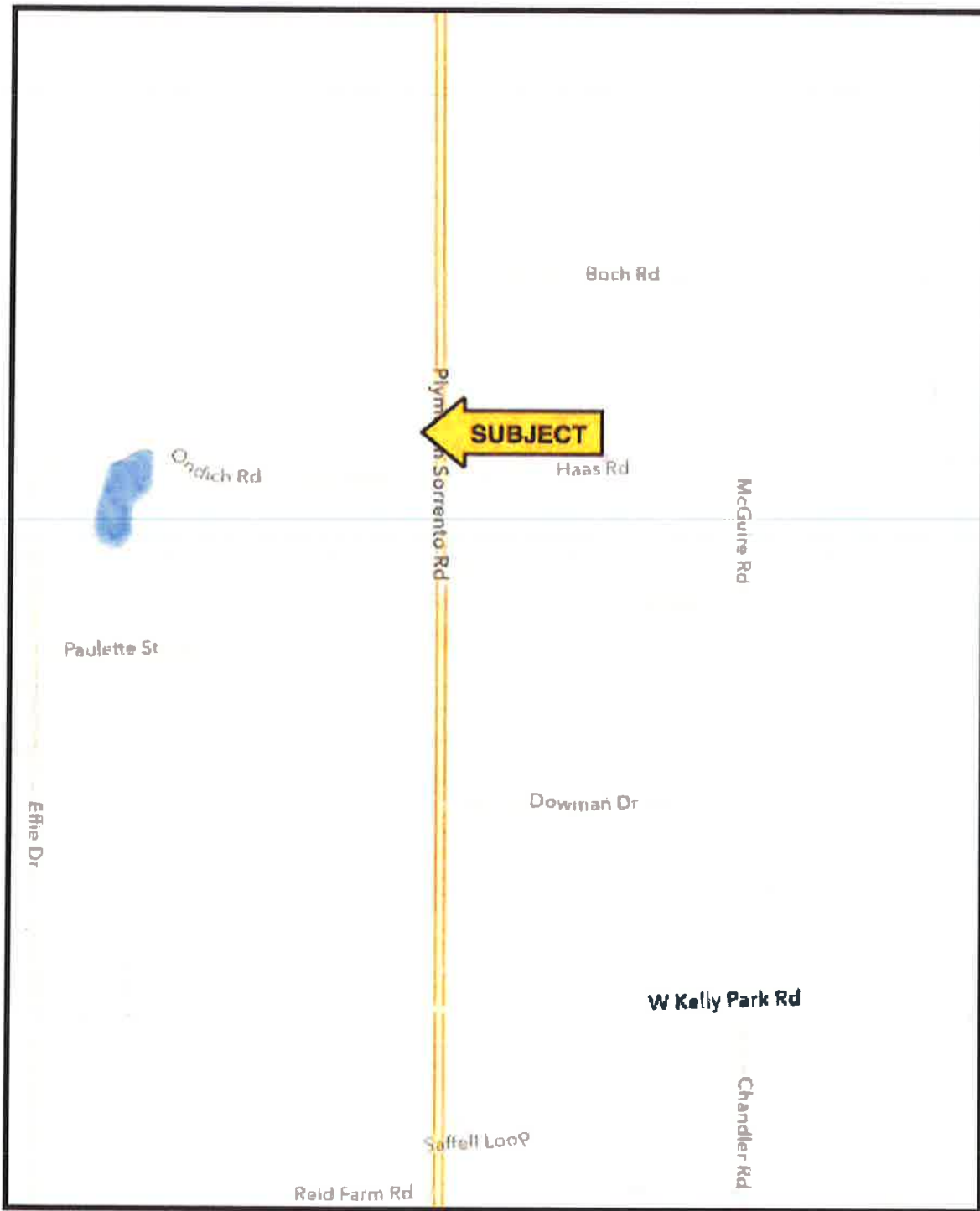
FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		SHEET: 2 OF 2
APPROVED BY: RJM	OCEA PROJECT NO: 429-204		

The proposed design of the Wekiva Parkway improvements in the area of the subject property is shown below.





LOCATION MAP



LOCATION MAP



AERIAL

(Source: OCPAFL.org – 2014 Image Date)



AERIAL/SKETCH



BIRDS EYE/IMPROVEMENTS



Westerly view of subject from Plymouth Sorrento Road. (Photo #1)



View of carport area. (Photo #2)



Northerly view of pool and deck. (Photo #3)



A view of the dog pen. (Photo #4)



A view of the horse barn. (Photo 5)



Interior view of home. (Photo 6)


CONSENT AGENDA ITEM

#20



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0144
Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: October 24, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 241
Proposed Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 241 owned by Daryl A. Alderman and Laura L. Alderman for State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 241 is a fee simple whole taking consisting of 20.112 acres. The property is located at 3252 Ondich Rd. in unincorporated Orange County, Florida. This was the homestead of Mr. and Mrs. Alderman. The subject property is improved with a 2,572 s.f. single family residence containing 3 bedrooms and 2 bathrooms built in 2006. Additional improvements include 4 storage sheds, a horse feeding stall and barn, a pond and lush landscaping. The property is zoned A-1, citrus rural district by Orange County.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams. Mr. Hall opined the highest and best use of the property is for continued single family residential use. Mr. Hall used six (6) comparable land sales with prices ranging from \$21,604 per acre to \$28,520 per acre to arrive at an estimate of the land value of the Subject Property of \$28,000 per ac. or \$563,200 for the land value.

Mr. Hall used four (4) improved sales to determine the value of the improvements, with prices ranging from \$105.62 to \$111.52 s.f. Mr. Hall concluded an improvement value of \$110 s.f. or \$283,000. Accordingly, Mr. Hall's total valuation of the taking of Parcel 241 is \$846,200.

Mr. and Mrs. Alderman are represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle this parcel. Unfortunately, Mr. Callan has some health issues that require a surgery in December 2016, which is likely the

cause for a delay in settlement negotiations. While this case is currently set on the Court's April 2017 trial docket, due to Mr. Callan's health issues, it may ultimately be removed as Mr. Callan has already requested that the pretrial deadlines be extended. Accordingly, in an effort to move this case to forward and to provide the property owners a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 241 in the amount of \$1,239,400, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value and additional monies for the improvements. Additionally, the Aldermans were eligible for and received a Replacement Housing Payment under the Uniform Relocation Act due to the taking displacing the Aldermans from their home. Accordingly, since the proposed Offer of Judgment is greater than the CFX's appraised value, the CFX is entitled to an RHP credit back from the Aldermans in the amount of \$94,000, which will offset the Offer of Judgment amount upon distribution, including a credit for the CFX's good faith deposit.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve an Offer of Judgment in the amount of \$1,239,400, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

The Right-of-Way Committee recommended approval of the proposed Offer of Judgment at its October 26, 2016 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$1,239,400, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 241.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by: _____



ORLDOCS 15012273 2

LEGAL DESCRIPTION

PARCEL 241
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

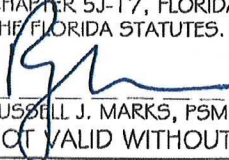
THAT PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 AND BOOK 5576, PAGE 4297, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 674.56 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 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 THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


 RUSSELL J. MARKS, PSM NO. 5623

9/4/2014
 DATE

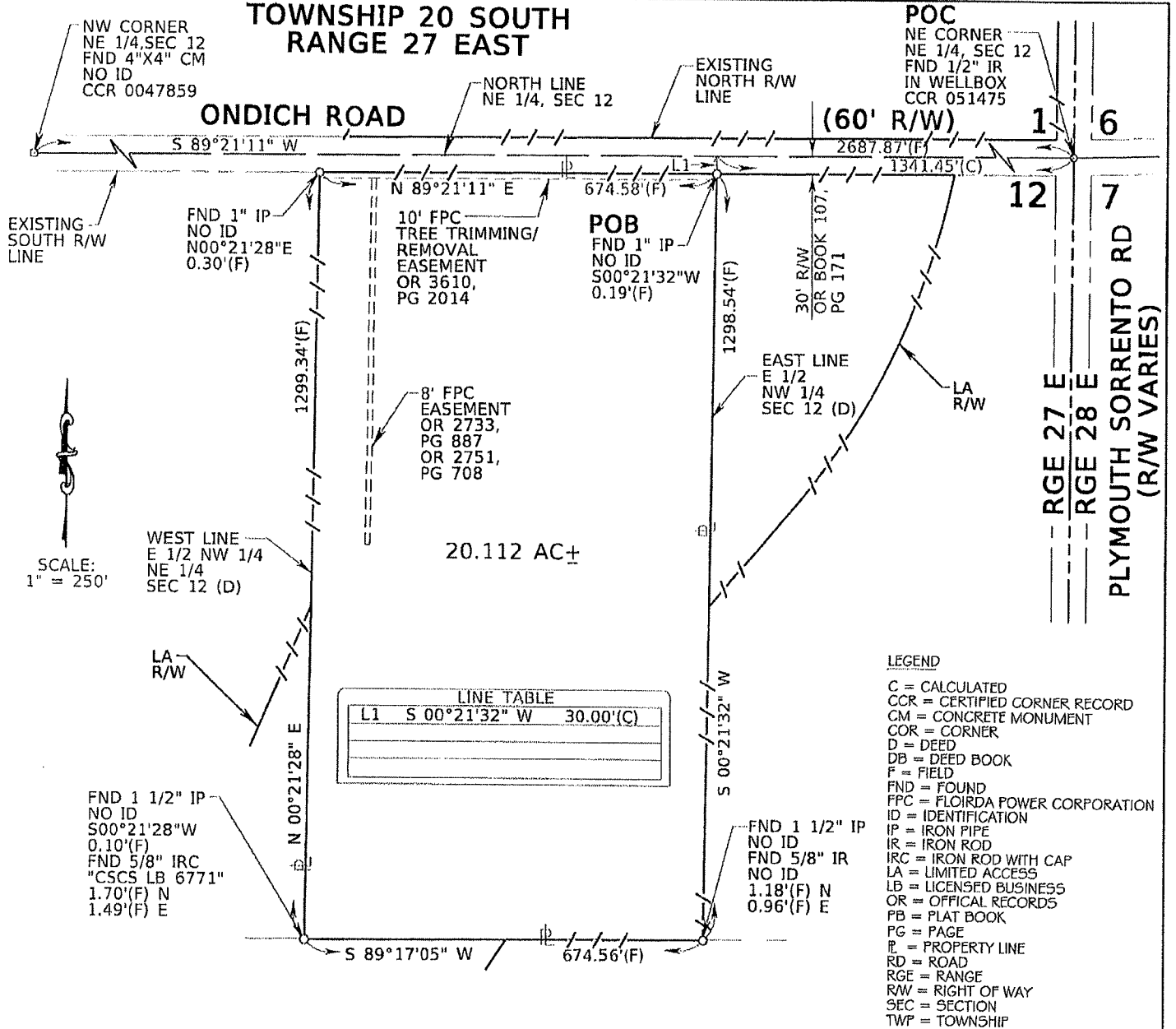
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 9/03/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL 241
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

TOWNSHIP 20 SOUTH RANGE 27 EAST



LINE TABLE	
L1	S 00°21'32" W 30.00'(C)

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 5, 2012, FILE NO. 2037-2856961 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 9/03/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



1. LOOKING EAST AT THE FRONTAGE ALONG ONDICH ROAD



2. LOOKING SOUTH AT THE ACCESS ROAD FROM ONDICH ROAD

Photographs Taken By:
David K. Hall
July 1, 2015

EXHIBIT "B"

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



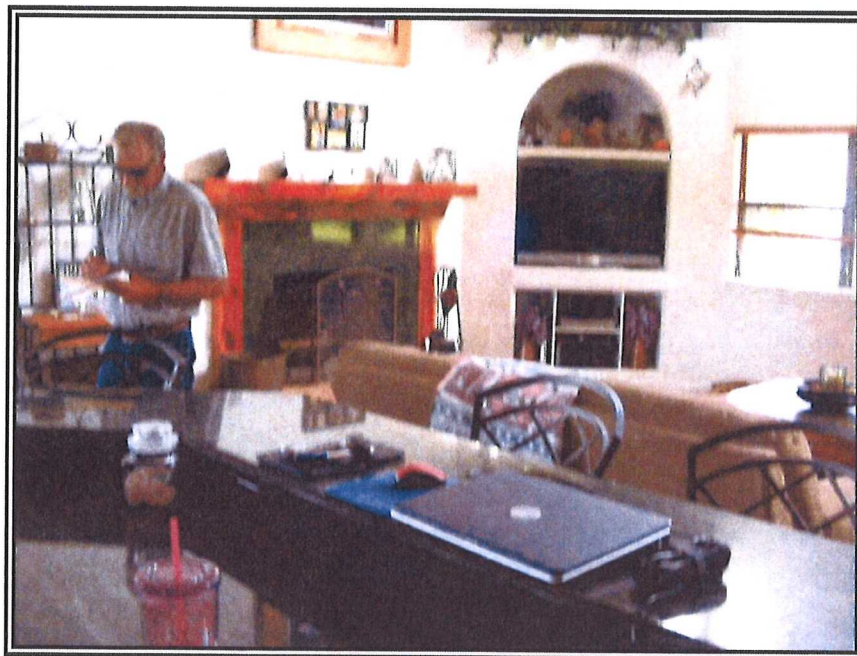
3. LOOKING SOUTHEAST AT THE RESIDENCE



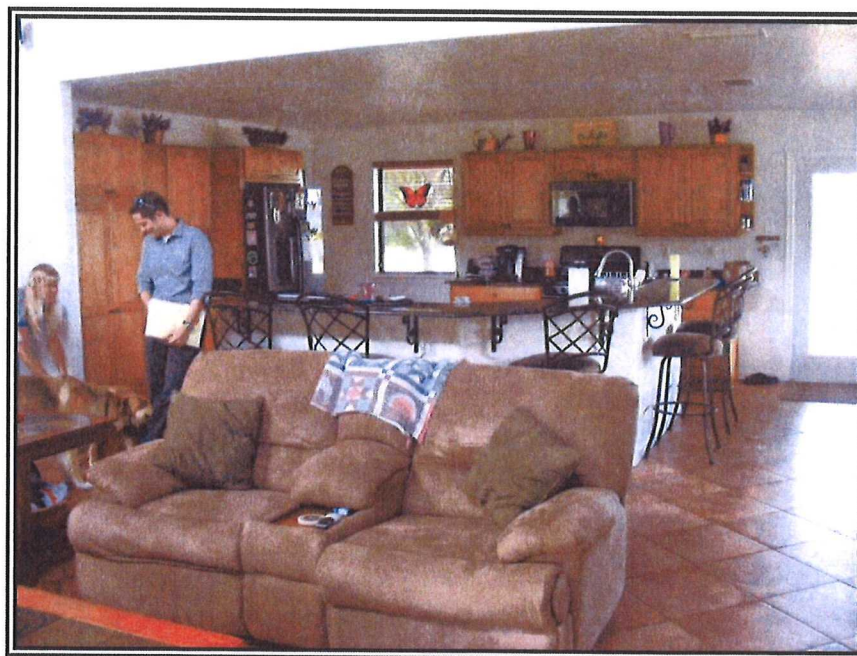
4. LOOKING NORTHEAST AT THE RESIDENCE

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



5. INTERIOR VIEW



6. INTERIOR VIEW

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



7. INTERIOR VIEW



8. LOOKING WEST AT THE POOL

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



9. LOOKING NORTHWEST AT THE LARGE SHED



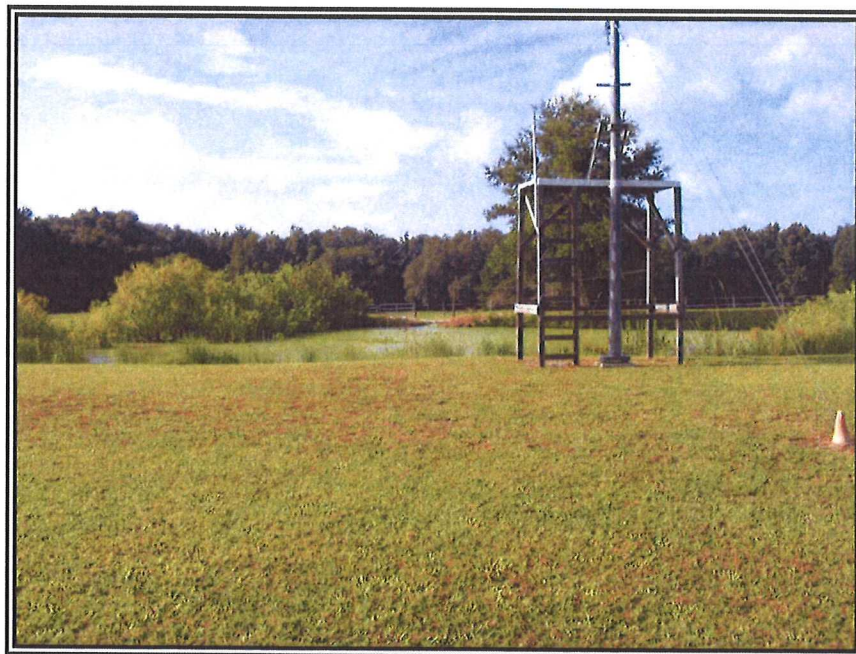
10. LOOKING NORTHWEST AT A SHED

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



11. LOOKING NORTHEAST AT SOME OF THE SHEDS



12. LOOKING SOUTH AT THE ZIP LINE

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



13. LOOKING SOUTH AT THE CORRAL



14. LOOKING WEST AT THE SHEDS AND HORSE FEEDING STABLE

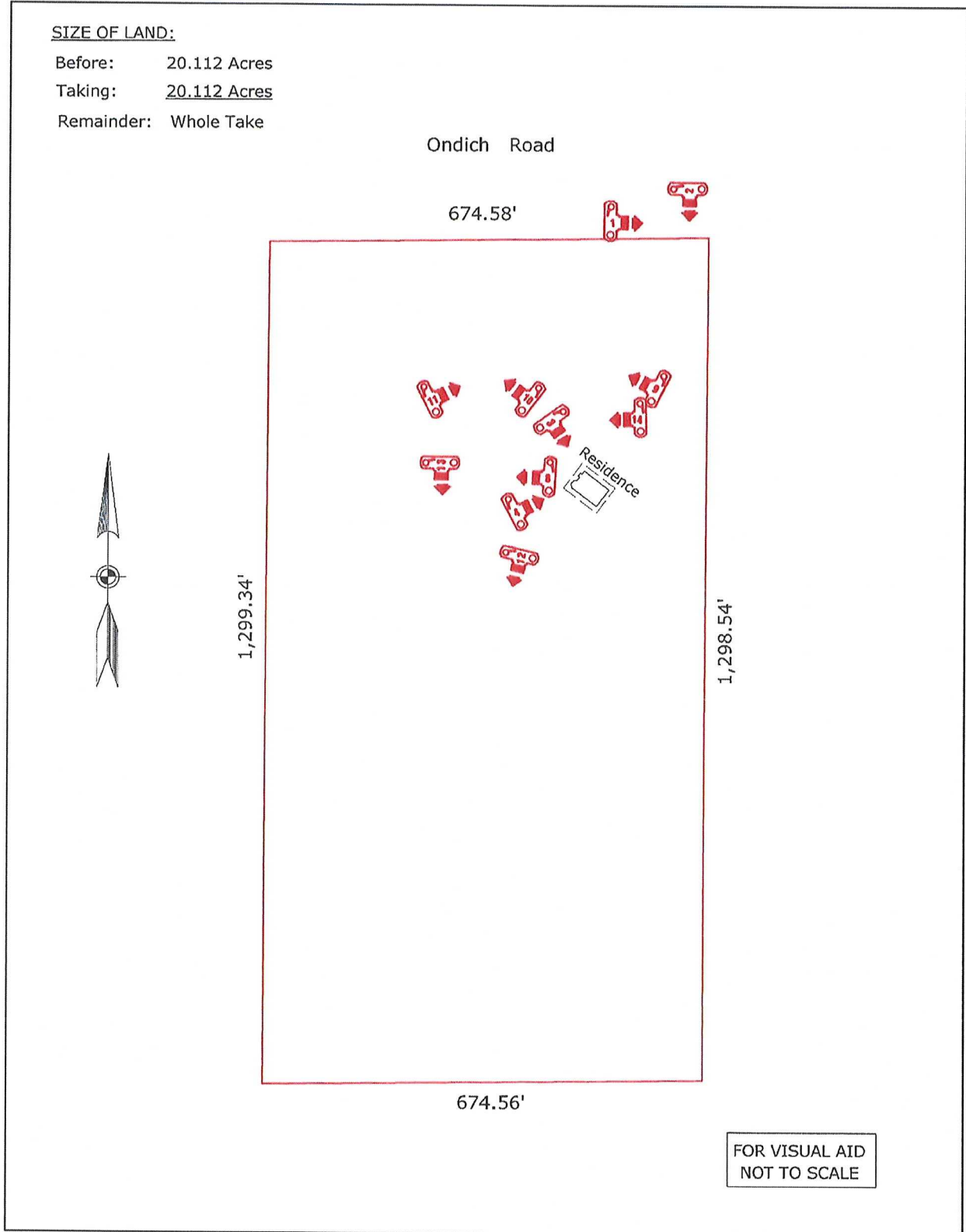
Photographs Taken By:
Craig S. Adams
July 21, 2014

SIZE OF LAND:

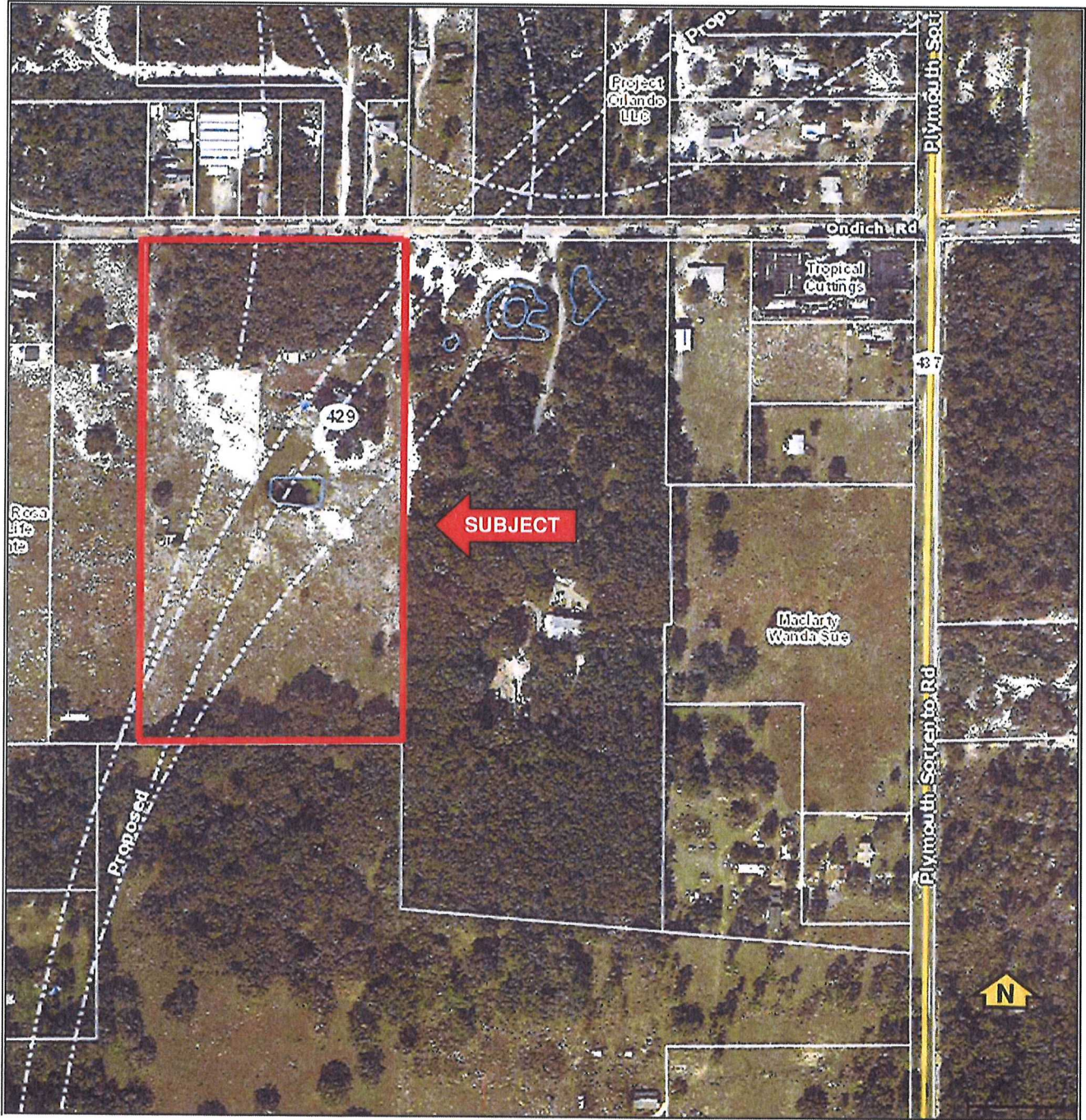
Before: 20.112 Acres

Taking: 20.112 Acres

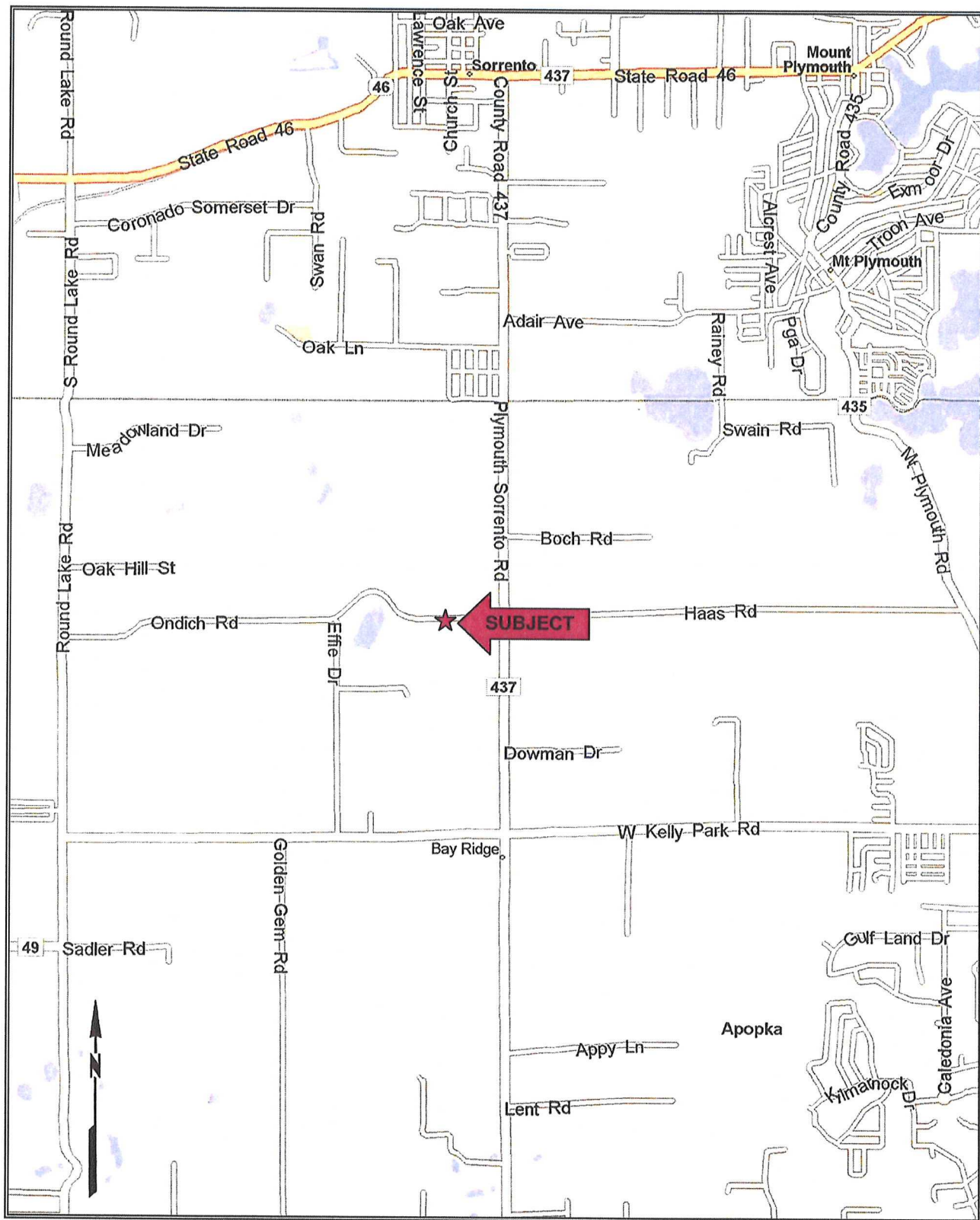
Remainder: Whole Take



**PARCEL SKETCH
PARCEL 241**



**AERIAL PHOTO
PARCEL 241**



**SUBJECT LOCATION MAP
PARCEL 241**

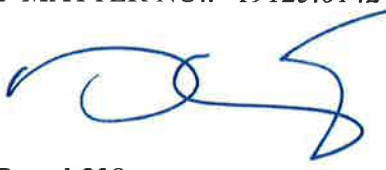
CONSENT AGENDA ITEM

#21



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0142
 Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: October 24, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 238
 Proposed Mediated Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of a mediated settlement between Michael J. and Pamela King, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 238 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 238 is a fee simple acquisition of 1.500 acres from vacant property located at the northeast terminus of Paulette Street in Orange County, Florida. The Parent Tract was 2.884 acres, leaving a remainder of 1.384 acres.

The subject was purchased by Mr. and Mrs. King on which to build their "dream" home, and is located at the end of Paulette Street, a dead end street in a platted subdivision. Mr. King is a Deputy Sheriff for Orange County. The property is zoned A-R, Agricultural-Residential District, by Orange County, with a future land use designation of Rural/Agricultural, by Orange County, which allows the maximum of one dwelling unit per ten (10) acres.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall & Adams, Inc. Mr. Hall opined the highest and best use of the property is for use as a single-family rural home site development. Mr. Hall used six (6) comparable land sales ranging in size from 2.81 acres to 10.82 acres, with prices ranging from \$25,416 per acre to \$30,021 per acre to arrive at an estimate of the land value of the Subject Property of \$30,000 per acre or \$45,000 for the land value of the 1.5 acre taking. Mr. Hall damaged the property at 70% due to its reduction in size and because it adjoins the Wekiva Parkway limited access expressway which will be elevated 19 to 20 feet above existing grade in this area in the after. Thus, Mr. Hall's total value for the taking is \$74,100.

The Kings are represented by D. Mark Natirboff of Jacksonville. Grant Austin of American Valuation prepared the appraisal report on behalf of the Kings in which Mr. Austin valued the property at \$65,000 per acre. Mr. Austin opined damages at 80% or \$75,500 for a total valuation of the taking of \$173,000.

In addition to Mr. Austin's opinion, Mr. King provided a detailed opening at mediation in which he would testify at trial that his opinion was \$80,000 per acre or \$208,576.

Expert fees on behalf of the Kings were \$9,974.25 for the appraisal report by Mr. Austin, \$7,310 for Nexgen Land Planners and \$1,000 for Karen M. Taylor, Land Planner, plus \$787.50 for Mesimer & Associates, engineers. Steve Tabano, Esquire, was the mediator for this parcel. After an entire day of mediation, the Mediated Settlement Agreement was reached which provides for a total of \$134,500 in full settlement of all claims for compensation by the property owners, plus \$19,932 statutory attorney's fees to Mark Natirboff, and a reduced total of \$16,266 for the experts retained on the Kings' behalf, arriving at a total settlement for Parcel 238 of \$170,698. The attached Mediated Settlement Agreement memorializes the agreement reached during the mediation conference.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the mediated settlement in the amount of \$134,500, plus statutory attorney's fees of \$19,932, and experts' fees of \$16,266 which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 238.

The Right-of-Way Committee recommended approval of the settlement at its October 26, 2016 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$170,698 in full settlement of all claims for compensation, including all attorney's fees and costs and experts' fees in the acquisition of Parcel 238.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Mediated Settlement Agreement

Reviewed by:

 _____

ORLDOCS 15012231 |

LEGAL DESCRIPTION

PARCEL 238
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

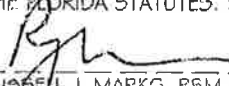
THAT PART OF LOT 11, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5465, PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"x4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1,329.94 FEET TO A POINT ON THE NORTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°18'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 452.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 113.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 379.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 89°19'11" WEST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 225.40 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 14°15'06" EAST, NORTHEASTERLY 166.60 FEET ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 01°41'19" AND A CHORD BEARING OF NORTH 15°05'45" EAST TO THE POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 230.83 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4,987.67 FEET, A CENTRAL ANGLE OF 02°39'06" AND A CHORD BEARING OF NORTH 17°15'58" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 11 AND SAID NORTH LINE OF EMERY SMITH SUBDIVISION 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 1.500 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


 RUSSELL J. MARKS, PSM NO. 5623 _____ DATE 3/25/14
 NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL


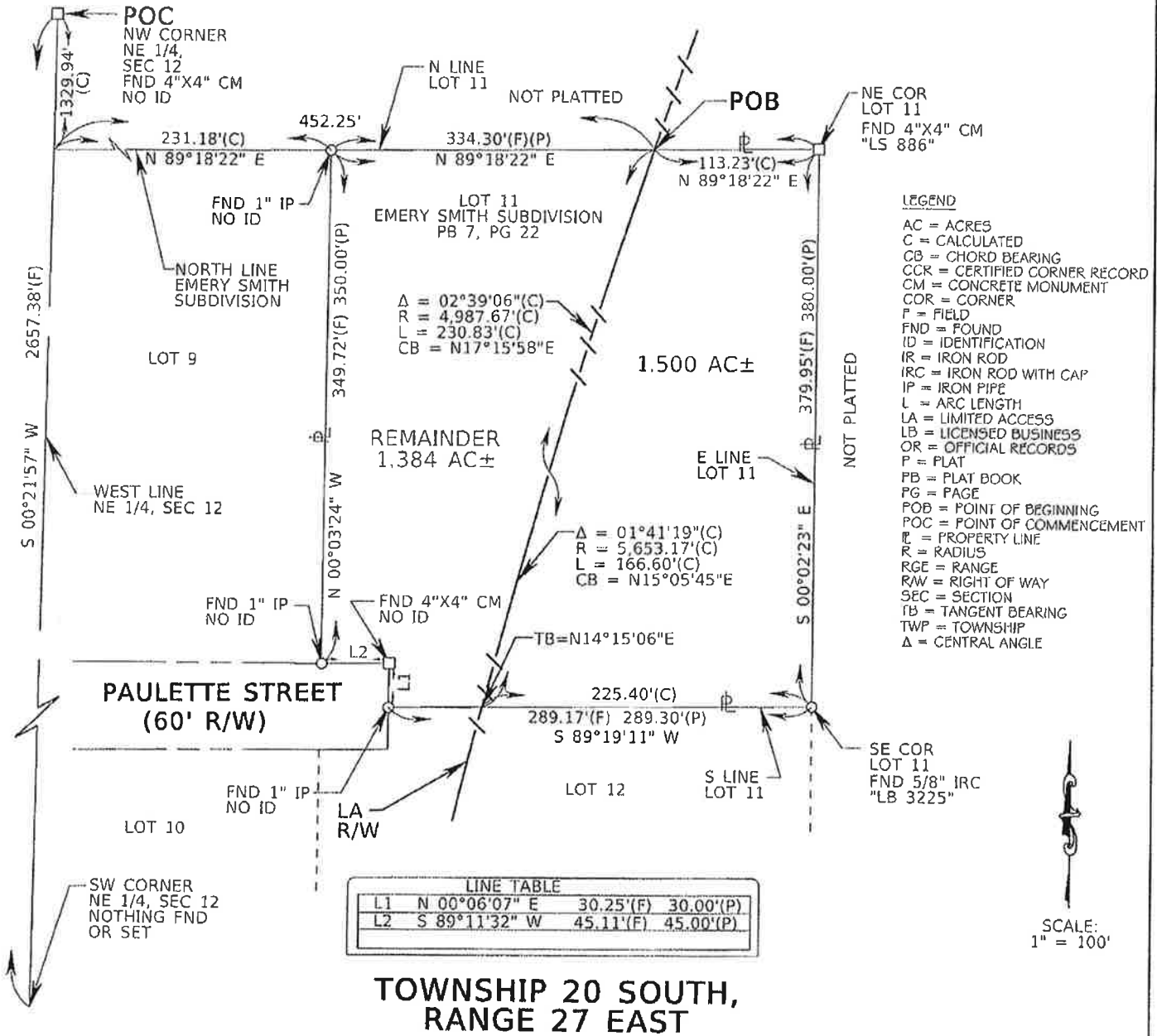
FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6639	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

EXHIBIT "A"

SKETCH OF DESCRIPTION

PARCEL: 238
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE



GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856918 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

**PHOTOGRAPHS OF SUBJECT
PARCEL 238**



1. LOOKING EAST ALONG PAULETTE STREET



2. LOOKING WEST AT THE ACCESS

Photographs Taken By:
David K. Hall
May 14, 2015

EXHIBIT "B"

**PHOTOGRAPHS OF SUBJECT
PARCEL 238**



3. LOOKING EAST AT THE SUBJECT



4. LOOKING NORTHEAST AT THE TAKING

Photograph 3 Taken By:
Craig S. Adams
July 21, 2014

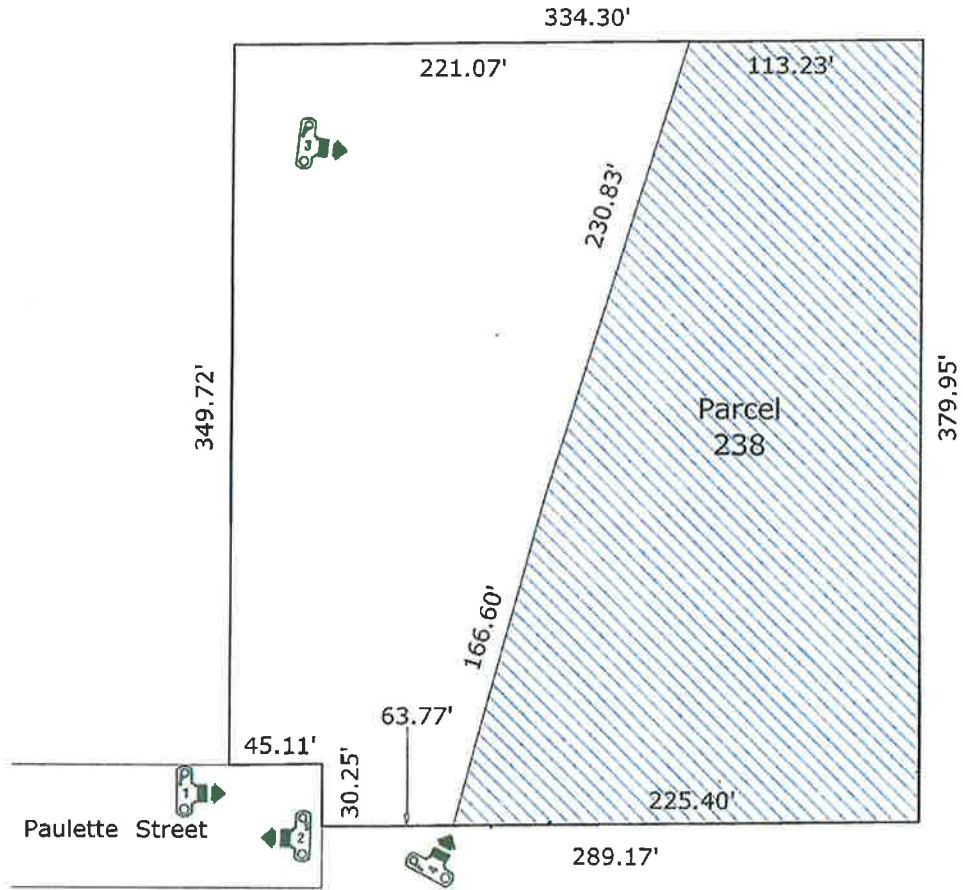
Photograph 4 Taken By:
David K. Hall
March 3, 2015

SIZE OF LAND:

Before: 2.884 Acres

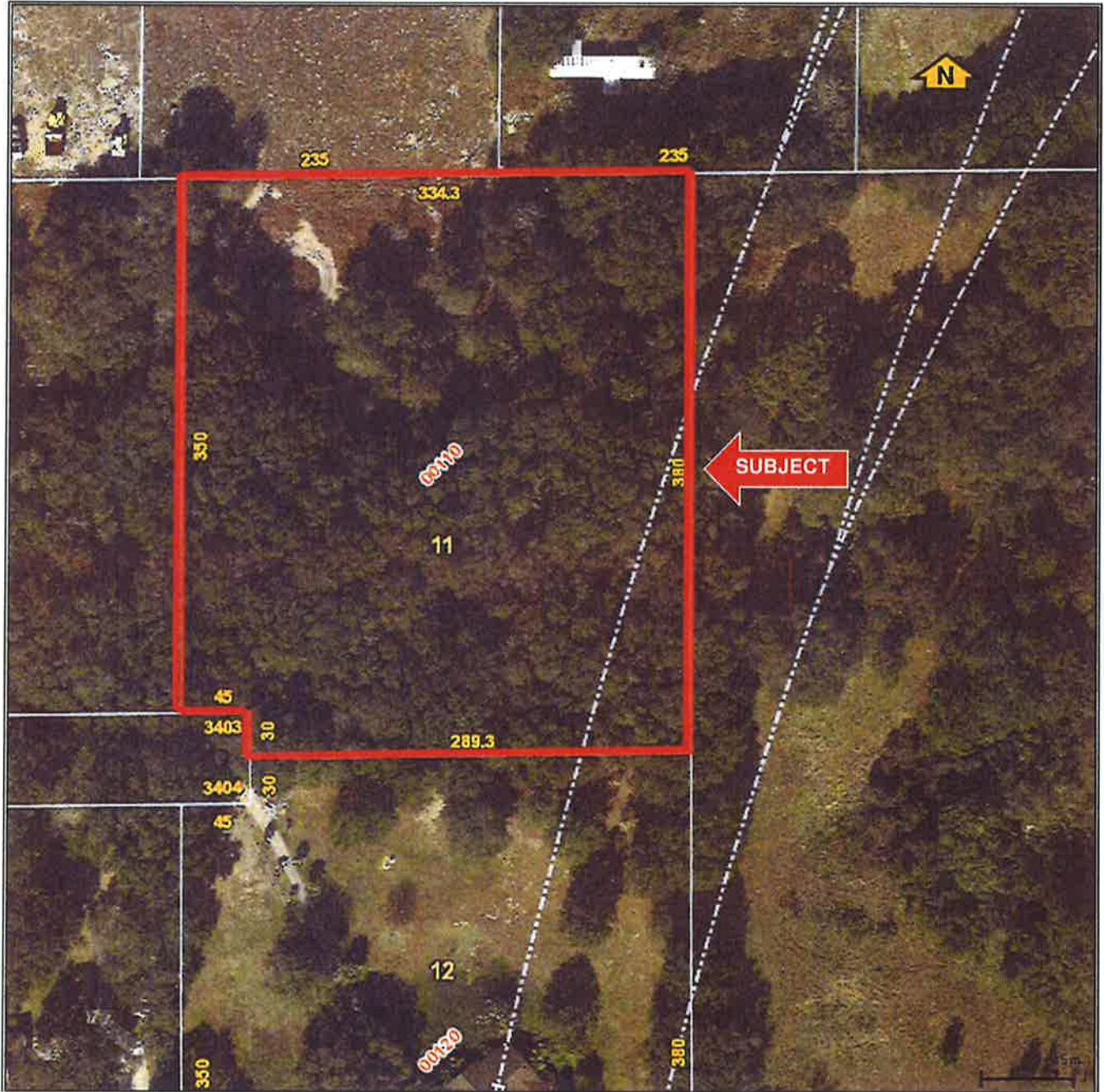
Taking: 1.500 Acres

Remainder: 1.384 Acres

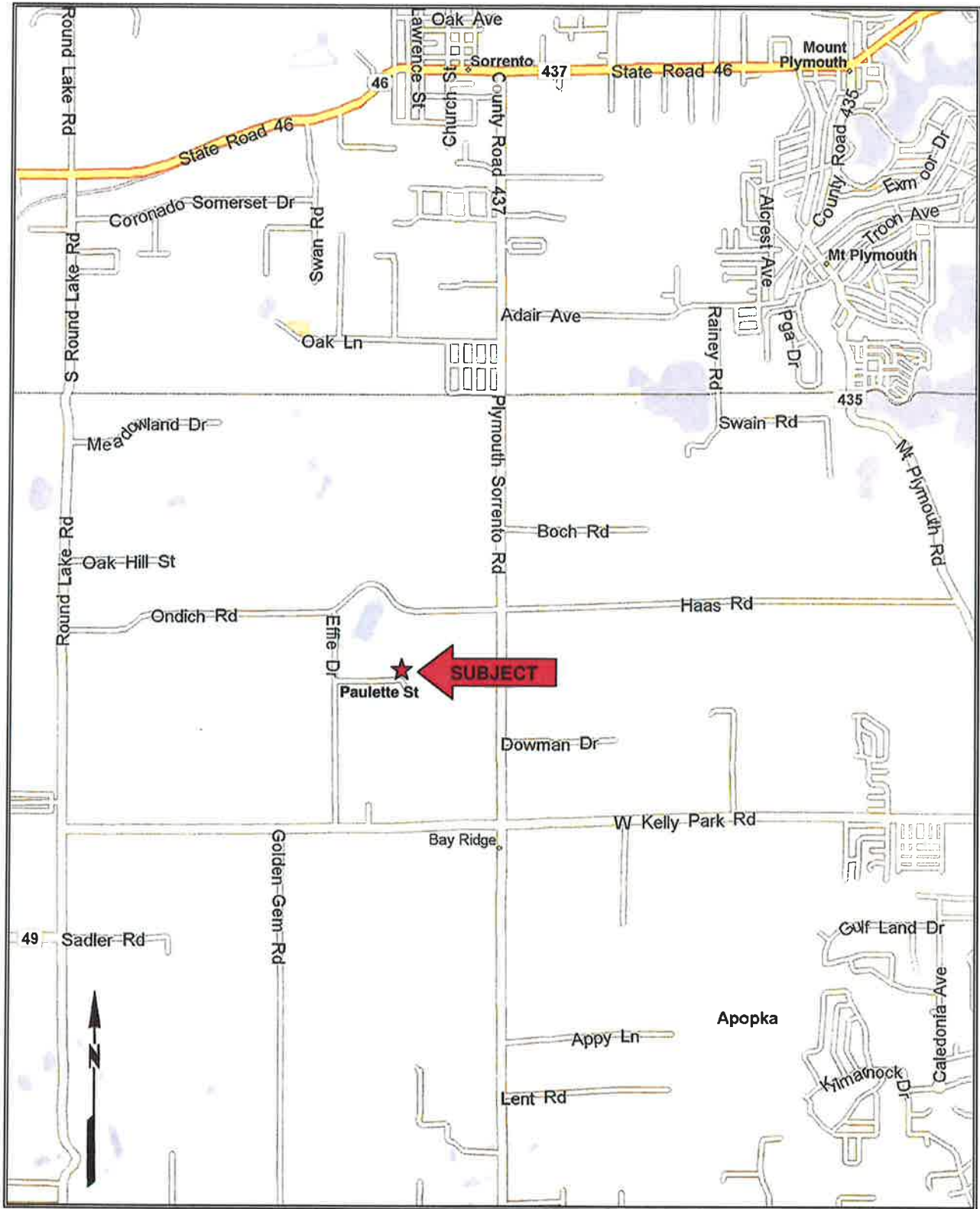


FOR VISUAL AID
NOT TO SCALE

**PARCEL SKETCH
PARCEL 238**



**AERIAL PHOTO
PARCEL 238**



**SUBJECT LOCATION MAP
PARCEL 238**

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: 2015-CA-001148-0

Subdivision 39

Petitioner,

Parcel 238

vs.

HENRY J. DUBEL,
_____, et. al.

Respondent(s).
_____ /

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on Sept. 27, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), MICHAEL J. KING
AND PAMELA KING
(referred to as "Respondent") the sum of ONE HUNDRED THIRTY-FOUR
THOUSAND FIVE HUNDRED Dollars
exactly (\$134,500.00), in full settlement of all claims for compensation from Petitioner
whatsoever for the taking of Parcel 238, 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 SEVENTY-FOUR THOUSAND ONE HUNDRED
Dollars (\$74,100.00). Within thirty days (30) days from the date of receipt by
Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to
Respondent, by deposit in the Registry of the Court the sum of SIXTY THOUSAND
FOUR HUNDRED Dollars
exactly (\$60,400), 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
NINETEEN THOUSAND NINE HUNDRED THIRTY-TWO Dollars
(\$19,932) 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 SIXTEEN THOUSAND TWO HUNDRED SIXTY-SIX Dollars (\$16,266) 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~~: for the following experts:

- American Valuation
- Nexgen Land Planning
- Mesimer and Associates
- Karen Taylor, Land Planner

4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 238, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

9. This Settlement Agreement, executed by the parties and their counsel on this 27th day of September, 2016, contains all the agreements of the parties.

Linda S. Blanca

Print Name: LINDA S. B. LANOSA
Central Florida Expressway Authority

Michael D. King

Print Name: Michael D. King
Owner

David A. Shorin

Print Name: David A. Shorin
Counsel for CFX

Print Name: _____
Owner

Stephen Tabano

Print Name: STEPHEN TABANO
Mediator

D. Mark Natirboff

Print Name: D. Mark Natirboff
Attorney for Owner


CONSENT AGENDA ITEM

#22



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0170
 Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: October 24, 2016

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 315
 Proposed Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of a negotiated settlement between Curtis Wayne McNeil And Brucene Kay McNeil, Life Estate, and Daniel Leon McNeil, Jeffrie Wayne McNeil, Dawn McNeil, and Karin Renee McNeil, Remaindermen, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 315 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

Parcel 315 is a fee simple whole taking consisting of Part A containing 4.882 acres for use as limited access right-of-way, and Part B containing 9,969 square feet, more or less, for use as right-of-way. The property is located on the south side of Coronado Somerset Road, west of Swann Road in Lake County, Florida.

The subject is the homestead of Mr. and Mrs. McNeil, and is improved with a single-wide manufactured home connected to a one-story conventional residence with a total of 1,315 square feet of gross living area and an open porch. Other site improvements include a gravel stabilized driveway, two aluminum sheds (16' x 30' and 10 x 10'), 4-strand barbed wire cross fencing, and a septic system and well. The property is zoned A, Agriculture, by Lake County, with a future land use designation of Regional Office, by Lake County.

The CFX's appraisal of the property was prepared by Richard K. MacMillan, of The Appraisal Group of Central Florida, Inc. Mr. MacMillan opined the highest and best use of the property is for use as a single-family rural home site development with an interim use of the single-family manufactured residential improvements. Mr. MacMillan used four (4) comparable land sales ranging in size from 2.696 acres to 6.0 acres, with prices ranging from \$22,917 per

acre to \$28,713 per acre to arrive at an estimate of the land value of the Subject Property of \$25,000 per acre or \$127,800 as the land value.

Mr. MacMillan valued the interim use of the existing improvements over a five (5) year period to be \$27,900, up from his original estimate of \$27,000 in his initial appraisal. Thus, Mr. MacMillan opines the value of the land and the interim use of the existing improvements at \$155,700.

The McNeils are represented by Kurt Bauerle of Harris Harris Bauerle Ziegler Lopez, P.A. Although an appraisal report was not completed, Mr. Bauerle argued, that based upon the amounts being paid for similar acquisitions by the CFX, the land value should be at \$40,000 per acre and the improvements should be valued at \$30,000, or a total of \$234,440 to the McNeils.

Mr. Bauerle has incurred no expert fees allowing the parties to reach a negotiated settlement in the amount of \$200,000 in full settlement of all claims for compensation by the property owners, plus statutory attorney's fees of \$14,916, for a total settlement of \$214,916. The attached Settlement Agreement memorializes the agreement between Mr. Bauerle and Right-of-Way counsel.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the negotiated settlement for Parcel 315 in the amount of \$200,000, plus statutory attorney's fees of \$14,916, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 315.

The Right-of-Way Committee recommended approval of the settlement at its October 26, 2016 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$214,916 in full settlement of all claims for compensation in the acquisition of Parcel 315, including all statutory attorney's fees.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Settlement Agreement

Reviewed by: _____



ORLDOCS 15012315 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**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.

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.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 315
PART B**

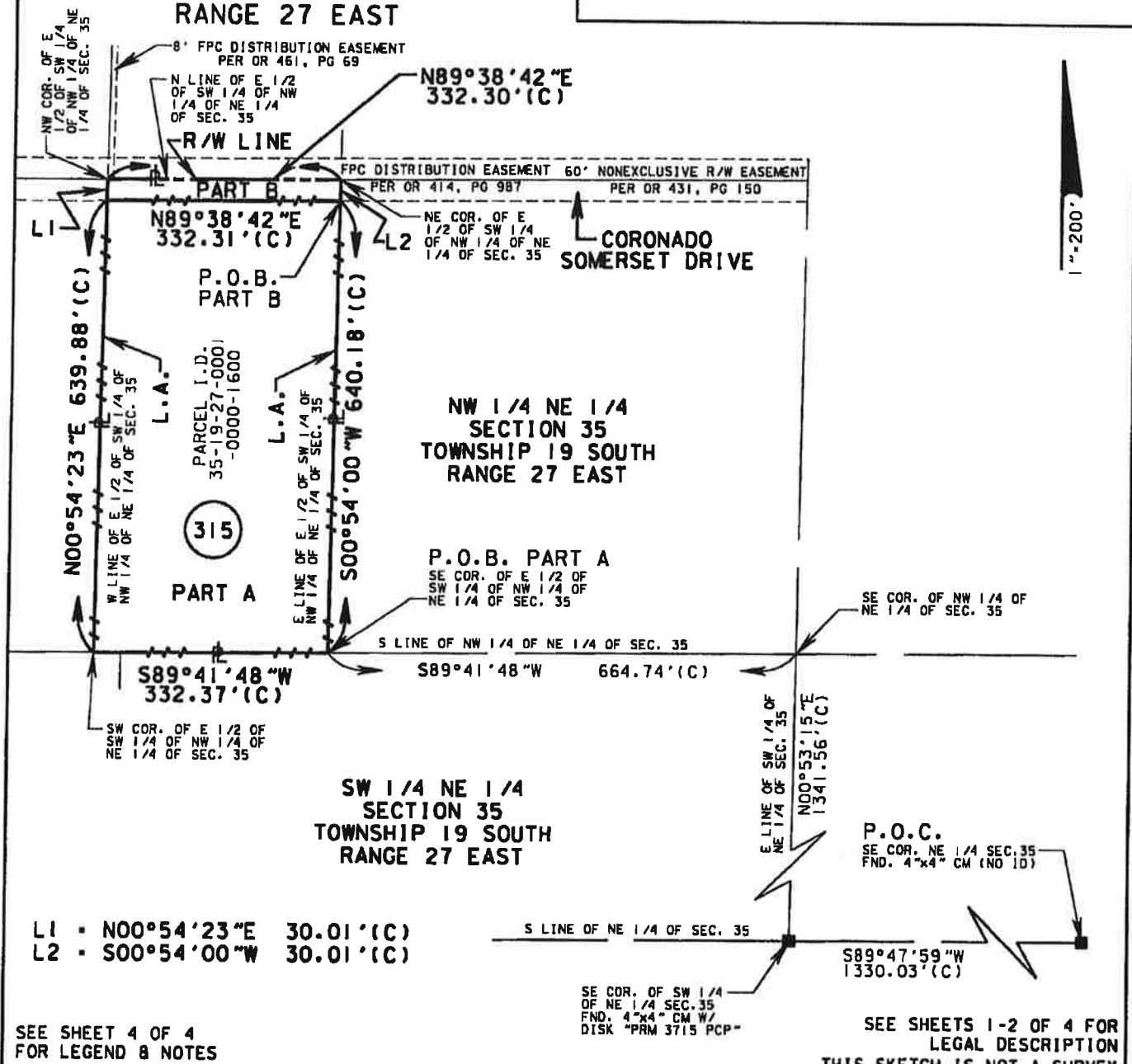
**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

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.

PARCEL: 315
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



L1 = N00°54'23"E 30.01'(C)
L2 = S00°54'00"W 30.01'(C)

SEE SHEET 4 OF 4 FOR LEGEND & NOTES

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
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		DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 4	DATE: 08/08/14
		ADD REMAINDER	CWW 11/14	SCALE: 1" = 200'
		L.A. CHANGES	CWW 11/14	CHECKED: ALO
REVISED TO WHOLE PARCEL TAKE	CWW	2/15	PER COMMENTS	CWW 9/14
REVISION	BY	DATE	REVISION	BY DATE

SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 315

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:

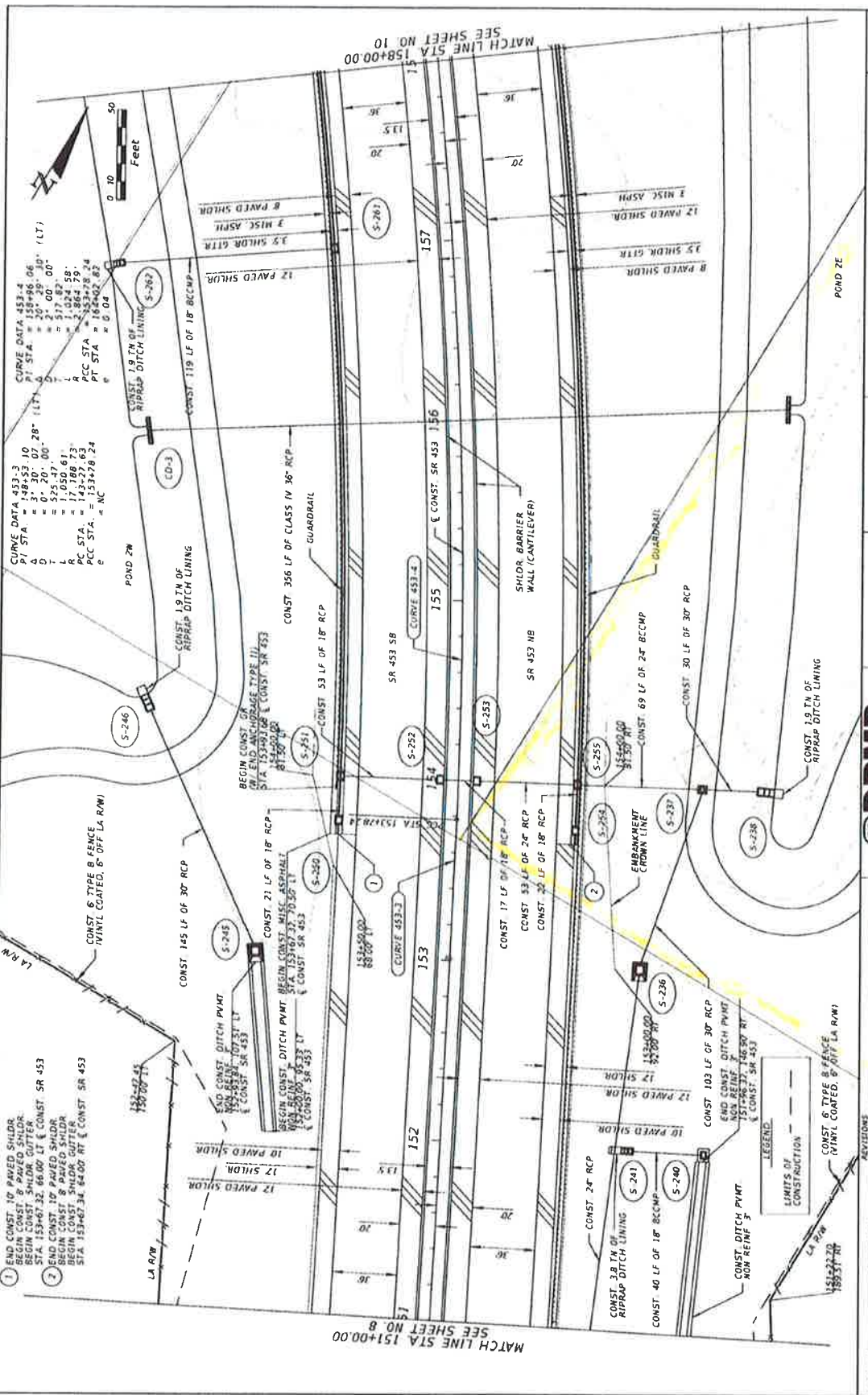
- (C) = CALCULATED DATA
- C.B. = CHORD BEARING
- C.D. = CHORD LENGTH
- COR. = CORNER
- CM = CONCRETE MONUMENT
- EXIST. = EXISTING
- FND. = FOUND
- I.D. = IDENTIFICATION
- IP = IRON PIPE
- L = ARC LENGTH
- L.A. = LIMITED ACCESS RIGHT OF WAY
- L.B. = LICENSED BUSINESS
- OR = OFFICIAL RECORDS BOOK
- ⌚ = 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

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
 ALLEN L. QUIRKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 4	DATE: 08/08/14
	ADD REMAINDER	CWW	11/14
	L.A. CHANGES	CWW	11/14
	PER COMMENTS	CWW	9/14
	REVISION	BY	DATE
SCALE: 1" = 200'		CHECKED: ALO	
DRAWN: BJP		SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • CONSULTANTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

315



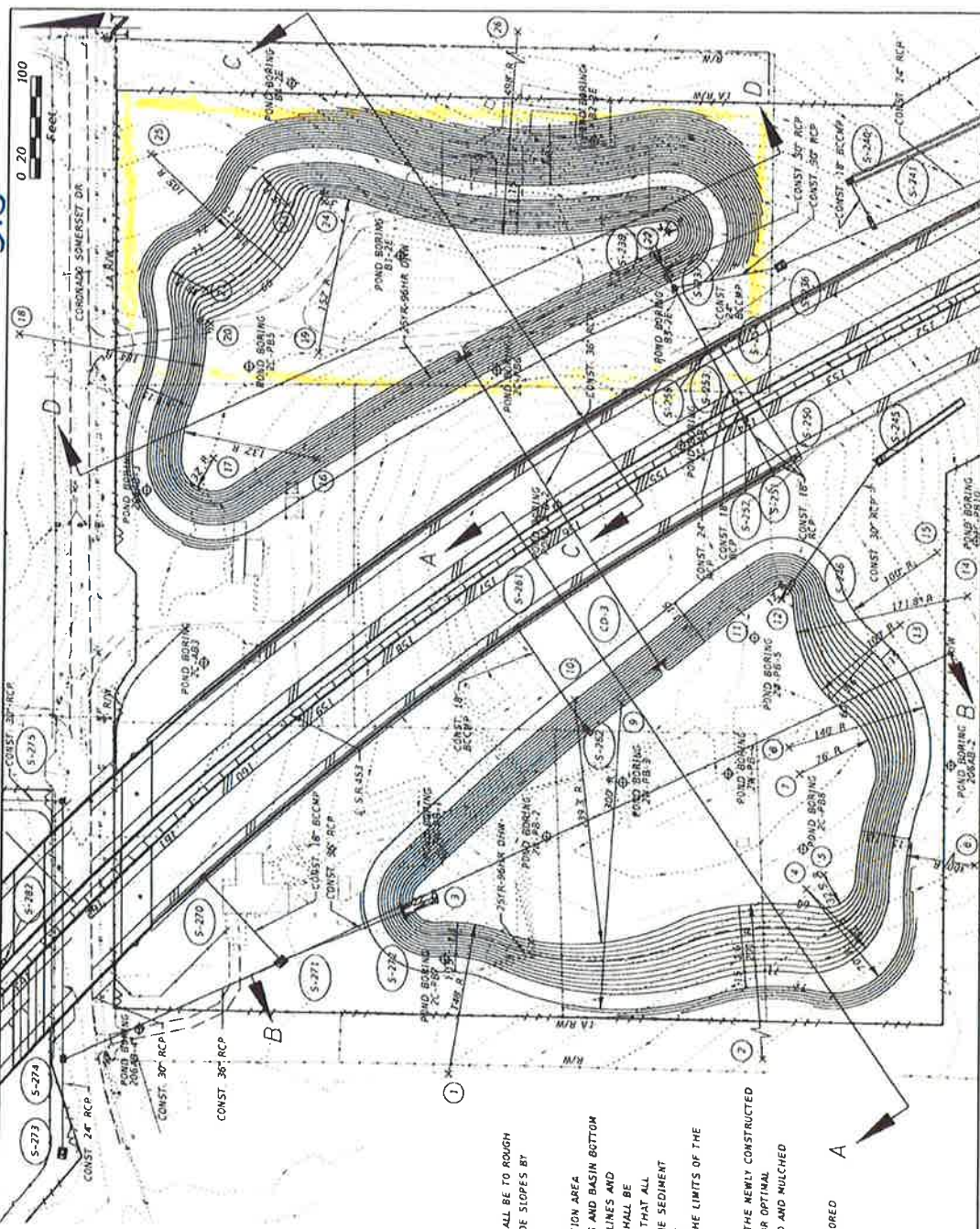
- 1 END CONST. 10' PAVED SHOULDER
BEGIN CONST. 8' PAVED SHOULDER
STA. 153+67.32 16.00' LT & CONST. SR 453
- 2 END CONST. 10' PAVED SHOULDER
BEGIN CONST. 8' PAVED SHOULDER
STA. 153+67.34 16.00' RT & CONST. SR 453

CURVE DATA 453-3
 PI STA = 148+53.10
 Δ = 3° 30' 07.28" (LT)
 L = 92.07' 00"
 T = 31.82' 58"
 A = 1,050.61'
 P.C. STA. = 17,168.73
 P.T. STA. = 17,260.74
 P.C.C. STA. = 17,214.74
 E = 0.00'

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

<p>DRMP 401 S.W. 10th Street, Suite 200 Ft. Lauderdale, FL 33304 PHONE: 352.447.1111 FAX: 352.447.1111 WWW.DRMP.COM</p>		CFX PROJ. NO. 429-206	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PLAN SHEET 9 SR 453	SHEET NO. 39
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315



CONTROL POINTS		CONTROL POINTS	
ID	STATION, OFFSET	ID	STATION, OFFSET
1	160+47.88, 369.21 LT	14	152+85.42, 265.73 LT
2	158+37.15, 659.93 LT	15	152+91.92, 214.03 LT
3	159+37.05, 231.14 LT	16	157+64.80, 182.52 RT
4	155+84.69, 437.03 LT	17	158+39.37, 242.40 RT
5	153+68.62, 434.21 LT	18	159+07.84, 453.77 RT
6	152+10.24, 638.78 LT	19	157+08.16, 266.11 RT
7	155+32.48, 337.39 LT	20	157+70.58, 348.59 RT
8	155+27.87, 309.76 LT	21	157+56.70, 379.67 RT
9	156+54.54, 184.53 LT	22	153+82.12, 187.53 RT
10	156+92.91, 156.48 LT	23	156+58.43, 402.22 RT
11	154+98.78, 171.62 LT	24	158+30.75, 385.19 RT
12	154+55.10, 180.91 LT	25	157+29.42, 519.09 RT
13	153+58.02, 259.45 LT	26	152+62.54, 683.98 RT

POND NOTES

- INITIAL CONSTRUCTION OF THE RETENTION AREA BASIN SHALL BE TO ROUGH GRADE BY UNDER-EXCAVATING THE BASIN BOTTOM AND SIDE SLOPES BY APPROXIMATELY 12 INCHES.
- AFTER THE DRAINAGE AREA CONTRIBUTING TO THE RETENTION AREA HAS BEEN FULLY STABILIZED, THE INTERIOR SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS (LINES AND GRADES). THE EXCESS SOIL AND UNSUITABLE MATERIAL SHALL BE CAREFULLY EXCAVATED AND REMOVED FROM THE POND SO THAT ALL ACCUMULATED SILTS, CLAYS AND ORGANICS AND OTHER FINE SEDIMENT MATERIAL ARE REMOVED FROM THE RETENTION AREA. THE EXCAVATED MATERIAL SHOULD BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
- ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE NEWLY CONSTRUCTED BASIN BOTTOM SHOULD BE DEEP RAKED AND LOOSENESED FOR OPTIMAL INFILTRATION. ALL AREAS TO INCLUDE TOP SOIL AND SEED AND MULCHED UNLESS OTHERWISE STATED.
- NO FILL OR OTHER CONSTRUCTION MATERIALS SHALL BE STORED AND/OR PLACED WITHIN THE LIMITS OF THE POND.

DRMP
 DRMP DESIGN & CONSTRUCTION, INC.
 16101 W. COUNTY ROAD 200, SUITE 100, FORT MYERS, FL 33907
 P: 888-368-7777 F: 888-368-7778
 WWW.DRMPDESIGN.COM

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

CFX PROJ. NO. 429-206

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PONDS 2E & 2W
 DETAIL SHEET

SHEET NO. 155

PHOTOGRAPHS



(1) Westerly view of Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015



(2) Easterly view of Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015

PHOTOGRAPHS



(3) Southerly view of the subject property from Coronado Somerset Drive.
Photograph taken by Richard K. MacMillan, MAI on December 11, 2014



(4) Southeasterly view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(5) Southwesterly view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(6) Westerly view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(7) Northwesterly view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(8) Easterly view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(9) View of one of the two shed buildings on the property.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(10) View of both sheds on the subject property.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

Parcel: 315A/B
Project: Wekiva Parkway 429-206
County: Lake

PHOTOGRAPHS



(11) Southeasterly view of the subject from Coronado Somerset Drive.
Photograph taken by Richard K. MacMillan, MAI on August 27, 2015

Parcel: 315A/B
Project: Wekiva Parkway 429-206
County: Lake

Aerial Site Map of Subject with Camera Angles



Aerial from the Lake County Property Appraiser's Website

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA**

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

Petitioner,

v.

CURTIS WAYNE McNEIL, et al.,

CASE NO.: 2015-CA-001237

Respondents.

Parcel 315

Judge Davis

SETTLEMENT AGREEMENT

Counsel for the Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX"), and for Respondents, **CURTIS WAYNE MCNEIL, BRUCENE KAY MCNEIL, DANIEL LEON MCNEIL, JEFFRIE WAYNE MCNEIL, DAWN MCNEIL, and KARIN RENEE MCNEIL**, ("Respondents") have reached the following negotiated settlement of Parcel 315:

1. Respondents, Curtis Wayne McNeil, Brucene Kay McNeil, Daniel Leon McNeil, Jeffrie Wayne McNeil, Dawn McNeil, and Karin Renee McNeil, shall have and recover from the Petitioner the sum of **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)** in full payment for the property designated as Parcel 315 herein taken, severance damages, business damages, tort damages, if any, and all other damages and claims with the exception of attorney's fees, subject to apportionment, if any.

2. Petitioner is entitled to credit in the amount of **ONE HUNDRED FIFTY-FOUR THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$154,800.00)** previously deposited into the Registry of the Court in this case by Petitioner.

3. Respondents do have and recover of and from the Petitioner the sum of **FOURTEEN THOUSAND, NINE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$14,916.00)**, as attorney's fees for services rendered on behalf of Respondents by the Harris Harris Bauerle Ziegler Lopez, PA firm in this cause, pursuant to §§73.091 and 73.092, *Florida Statutes* (2015).

4. No experts' fees and costs were incurred on behalf of Respondents in this matter, and Petitioner shall not be responsible for, nor make payment for, such fees and costs.

5. This Settlement Agreement will be placed on the agendas for the CFX Right of Way Committee meeting and the CFX Board, and is conditioned upon final approval by the CFX Board.

6. Upon approval of this Settlement Agreement by the CFX Board, Counsel for

Petitioner and Counsel for Respondents shall jointly submit to the Court for entry a Stipulated Final Judgment in this matter as soon as practical.


7. 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 into the Registry of the Court the balance due of **FORTY-FIVE THOUSAND, THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$45,370.00)**, this sum being the difference between the Petitioner's initial deposit and the final agreed settlement amount, plus a \$170.00 Clerk's fee.


8. Within thirty (30) days from the date of receipt by Petitioner's Counsel of a conformed copy of the Stipulated Final Judgment, Petitioner shall issue a check for the total amount of **FOURTEEN THOUSAND, NINE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$14,916.00)**, payable to the firm of Harris Harris Bauerle Ziegler Lopez, P.A. and mail said check to Kurtis T. Bauerle, Esq., Harris Harris Bauerle Ziegler Lopez, P.A., 1201 East Robinson Street, Orlando, Florida 32801, as payment in full for all statutory attorney's fees as provided in this Agreement.

9. This Settlement Agreement, executed by the respective counsel on behalf of the parties, contains all of the agreements of the parties.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, PETITIONER

CURTIS WAYNE MCNEIL, BRUCENE
KAY MCNEIL, DANIEL LEON MCNEIL,
JEFFRIE WAYNE MCNEIL, DAWN
MCNEIL, and KARIN RENEE MCNEIL,
RESPONDENTS


David A. Shontz, Esq.
Attorney for Petitioner
Dated: September 22, 2016


Kurtis T. Bauerle, Esq.
Attorney for Respondents
Dated: September 22, 2016

ORLDOCS 14911820 1

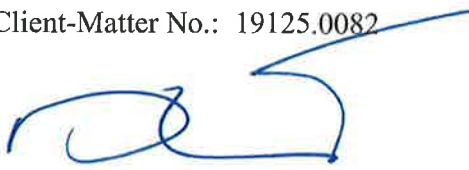
CONSENT AGENDA ITEM

#23



MEMORANDUM

TO: Central Florida Expressway Authority Client-Matter No.: 19125.0082
Board Members

FROM: David A. Shontz, Esq. 

DATE: October 24, 2016

RE: **State Road 429 Wekiva Parkway, Project 429-204**
Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a
Duke Energy as to Parcels 252, 253, 304, and 305

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 252, 253, 304, and 305 of the State Road 429 Wekiva Parkway Project, Section 429-204.

DESCRIPTION AND BACKGROUND:

As part of the acquisition of Parcels 252, 253, 304, and 305 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 252, 253, 304, and 305. The underlying Subordination Agreement, which was previously entered into by the parties for both sections 429-202 and 429-203, has been revised to eliminate any reference to indemnification by the CFX. The revised Subordination of Easements Agreement as to Parcels 252, 253, 304, and 305 was executed on behalf of Duke on September 20, 2016, and 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.

REQUESTED ACTION:

Right-of-way counsel respectfully requests the CFX Board approve execution of the attached Subordination of Easements Agreement as to Parcels 252, 253, 304, and 305 of the State Road 429 Wekiva Parkway Project, Section 429-204.

The Right-of-Way Committee recommended approval of the execution of the Subordination of Easements Agreement as to Parcels 252, 253, 304, and 305 at its October 26, 2016 meeting.

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 252, 253, 304, and 305 with sketches of legal description for the affected parcels.

Reviewed by: _____

A handwritten signature in blue ink, reading "Joseph Hassiature", is written over a horizontal line.

ORLDOCS 15012304 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 AS TO PARCELS 252, 253,
304, AND 305 OF THE WEKIVA PARKWAY PROJECT, SECTION 429-204**

THIS SUBORDINATION OF EASEMENTS AGREEMENT, entered into this _____ day of _____, 2016, 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. **Subordination.** 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 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**

(Print Name)

By: _____
Joseph A. Berenis
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: _____
David A. Shontz

By: _____
Linda Brehmer Lanosa
Deputy General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Joseph A. Berenis as Deputy Executive Director of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

Print Name

Notary Public, State of Florida
Commission No. _____
My commission expires:

Signed, sealed and delivered
in our presence as witnesses:

DUKE ENERGY FLORIDA, LLC,
d/b/a Duke Energy

Michelle E. Sechman

Michelle E. Sechman
(Print Name)

Laura M. Costello

LAURA M. COSTELLO
(Print Name)

By: [Signature]

Print Name: Kris Tietig

Title: Manager, Land Services

STATE OF INDIANA
COUNTY OF HENDRICKS

The foregoing instrument was acknowledged before me this 20th day of September, 2016, by Kris Tietig as Manager, Land Services of Duke Energy Florida, LLC d/b/a Duke Energy, on behalf of the limited liability company, who is personally known to me or has produced X as identification and who did/did not take an oath.

Michelle E. Sechman
Notary Public

Michelle E. Sechman
Print Name

Notary Public, State of Indiana
Commission No. 1069209
My commission expires: Aug 14, 2023

LEGAL DESCRIPTION

PARCEL 252
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE


PART A:
 THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1,
 TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING
 THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778,
 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE
 PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID
 SECTION 1 (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH
 89°21'11" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE
 OF 1508.96 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°16'53" EAST,
 A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY
 LINE OF ONDICH ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89°21'11"
 WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET
 TO A POINT ON THE WEST LINE OF THE WEST 110 FEET OF THE EAST 220 FEET OF
 THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST
 1/4; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04"
 EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET; THENCE DEPARTING
 SAID WEST LINE SOUTH 89°18'06" WEST, A DISTANCE OF 290.05 FEET; THENCE
 NORTH 00°17'04" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE LANDS
 DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3781 OF THE PUBLIC RECORDS
 OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG THE BOUNDARY
 OF SAID LANDS, A DISTANCE OF 345.05 FEET; THENCE SOUTH 00°16'53" WEST
 ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE 340.89 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 0.697 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO
 THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL
 DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET
 FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN
 CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF
 THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


 RUSSELL J. MARKS, PSM NO. 5623

2/12/2014
 DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6039	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 3

**Composite
 EXHIBIT "A"**

LEGAL DESCRIPTION

PARCEL 252
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

PART B:
 THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1,
 TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING
 THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778,
 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE
 PARTICULARLY DESCRIBED AS FOLLOWS:

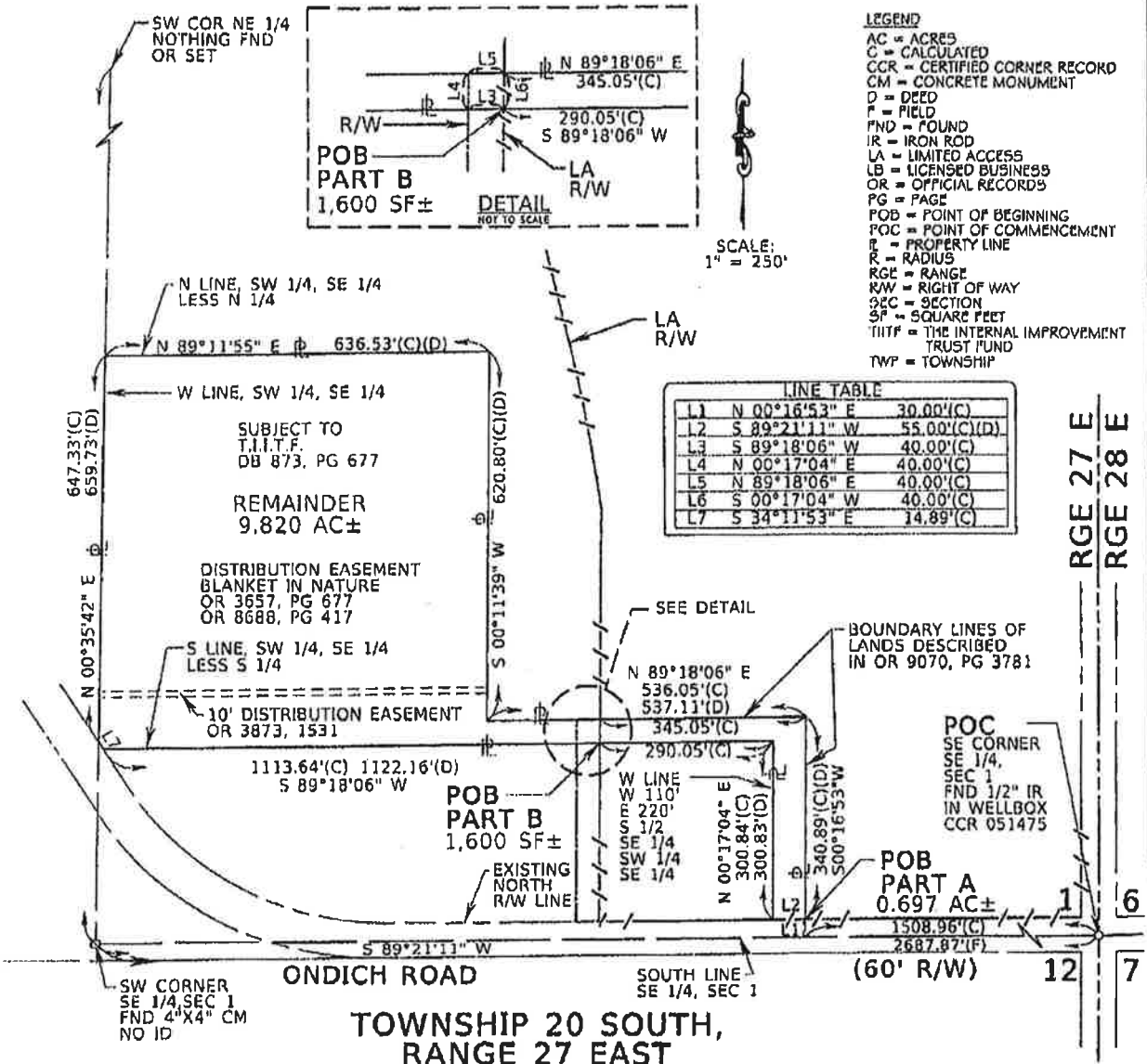
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID
 SECTION 1 (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH
 89°21'11" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE
 OF 1508.96 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°16'53" EAST,
 A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY
 LINE OF ONDICH ROAD; THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING
 NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST
 LINE OF THE WEST 110 FEET OF THE EAST 220 FEET OF THE SOUTH 1/2 OF THE
 SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE
 DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04" EAST
 ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET; THENCE DEPARTING SAID
 WEST LINE SOUTH 89°18'06" WEST ALONG SAID SOUTH LINE, A DISTANCE OF
 290.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°18'06"
 WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°17'04" EAST, A DISTANCE
 OF 40.00 FEET TO A POINT ON THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK
 9070, PAGE 3781 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE
 NORTH 89°18'06" EAST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 40.00
 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS SOUTH 00°17'04" WEST, A
 DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	 <small>URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839</small>	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 3

SKETCH OF DESCRIPTION

PARCEL: 252
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 & RIGHT OF WAY
 ESTATE: FEE SIMPLE



LINE TABLE		
L1	N 00°16'53" E	30.00'(C)
L2	S 89°21'11" W	55.00'(C)(D)
L3	S 89°18'06" W	40.00'(C)
L4	N 00°17'04" E	40.00'(C)
L5	N 89°18'06" E	40.00'(C)
L6	S 00°17'04" W	40.00'(C)
L7	S 34°11'53" E	14.89'(C)

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED MARCH 25, 2013, FILE NO. 2037-2934327 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6639	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 3 OF 3

LEGAL DESCRIPTION

PARCEL 253
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

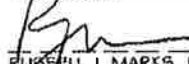
THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3781, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1 (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1453.95 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°17'04" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.01 FEET TO A POINT ON THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°16'53" EAST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 340.89 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LANDS SOUTH 89°18'06" WEST, A DISTANCE OF 345.05 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS NORTH 00°17'04" EAST, A DISTANCE OF 355.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 08°30'57" WEST NORTHWESTERLY 270.03 FEET ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3006.00 FEET, A CENTRAL ANGLE OF 05°08'49" AND A CHORD BEARING OF NORTH 11°05'21" WEST TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LESS THE NORTH 1/4; THENCE NORTH 89°11'55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 563.34 FEET TO A POINT ON THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3774 AND OFFICIAL RECORDS BOOK 8323, PAGE 3054 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°17'04" WEST ALONG THE BOUNDARY OF SAID LANDS A DISTANCE OF 662.08 FEET TO A POINT ON THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8465, PAGE 3287 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°18'06" WEST ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8465, PAGE 3287 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 110.02 FEET; THENCE SOUTH 00°17'04" WEST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 300.94 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 7.959 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



 RUSSELL J. MARKS, PSM NO. 5623 2/12/2014
DATE
 NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1349 PH (407) 422-0353 LICENSED BUSINESS NO. 6639	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 253
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

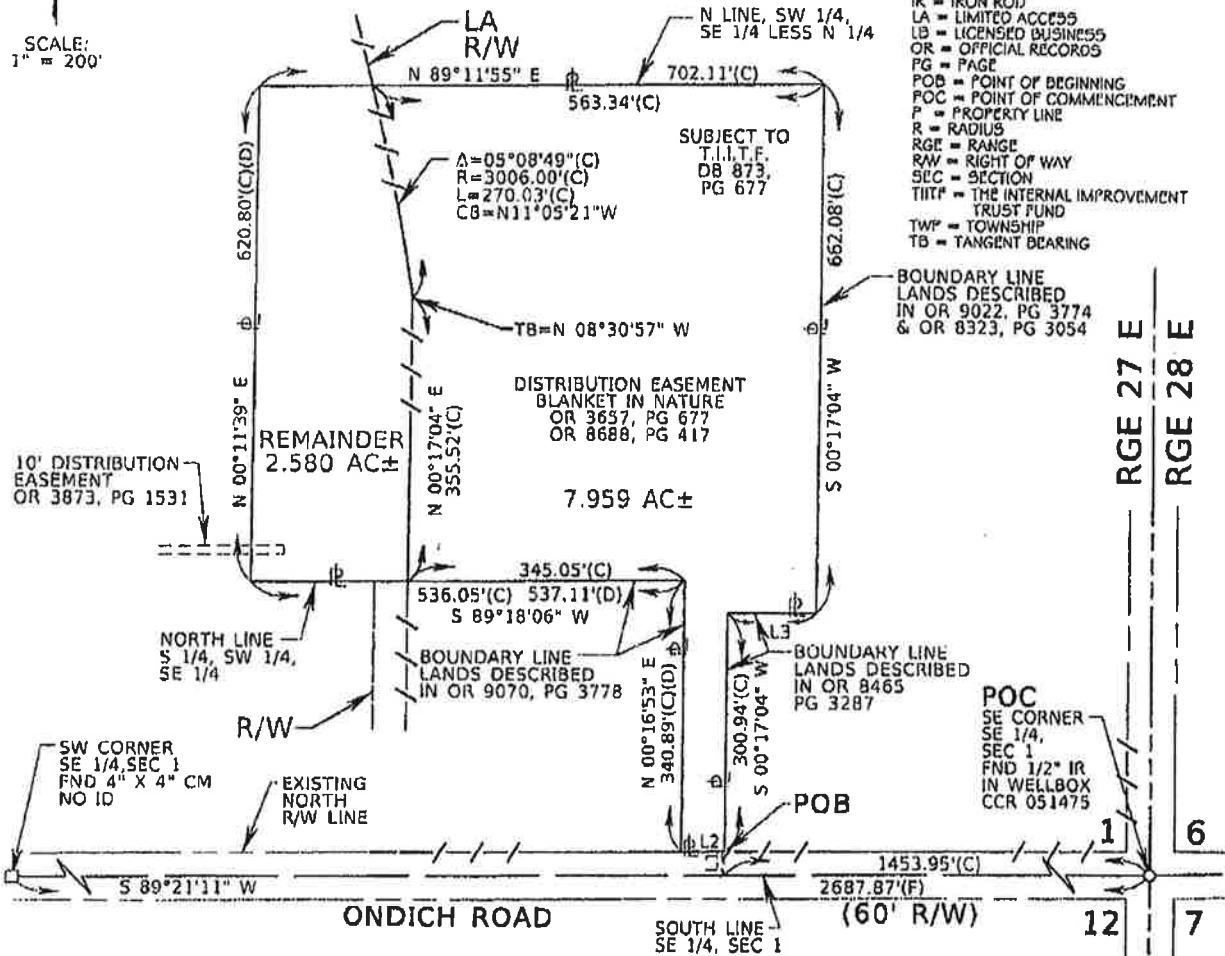
TOWNSHIP 20 SOUTH, RANGE 27 EAST

LINE TABLE		
L1	N 00°17'04" E	30.00'(C)
L2	S 89°21'11" W	55.01'(C)
L3	S 89°18'06" W	110.02'(C)



LEGEND

- AC = ACRES
- C = CALCULATED
- Δ = CENTRAL ANGLE
- CB = CHORD BEARING
- CCR = CERTIFIED CORNER RECORD
- CM = CONCRETE MONUMENT
- D = DEED
- F = FIELD
- FND = FOUND
- IR = IRON ROD
- LA = LIMITED ACCESS
- LB = LICENSED BUSINESS
- OR = OFFICIAL RECORDS
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P = PROPERTY LINE
- R = RADIUS
- RGE = RANGE
- RAW = RIGHT OF WAY
- SEC = SECTION
- TIITP = THE INTERNAL IMPROVEMENT TRUST FUND
- TWP = TOWNSHIP
- TB = TANGENT BEARING



GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 20, 2012, FILE NO. 2037-2857008 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

LEGAL DESCRIPTION

PARCEL 304
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

PART A

THAT PART OF GOVERNMENT LOT 4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9131, PAGE 740, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1317.59; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG THE EAST LINE OF THE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°06'18" WEST ALONG SAID EAST LINE A DISTANCE OF 297.69 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID EAST LINE, FROM A TANGENT BEARING OF NORTH 57°02'41" WEST NORTHWESTERLY 174.39 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3669.72 FEET, A CENTRAL ANGLE OF 02°43'22" AND A CHORD BEARING OF NORTH 58°24'22" WEST TO A POINT OF TANGENCY; THENCE NORTH 59°46'03" WEST, A DISTANCE OF 246.15 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°27'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 87.68 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°47'27" EAST A DISTANCE OF 298.66 FEET; THENCE SOUTH 59°46'03" EAST A DISTANCE OF 7.99 FEET; THENCE SOUTH 89°47'27" EAST A DISTANCE OF 60.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 453 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.613 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J.17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

RUSSELL J. MARKS, P.S.M. NO. 5623

11/6/2014

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 129	
DESIGNED BY: RJM	DATE: 11/06/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0983 LICENSED BUSINESS NO. 6639	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	COCEA PROJECT NO: 429-204		SHEET: 1 OF 4

LEGAL DESCRIPTION

PARCEL 304
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

PART B

THAT PART OF GOVERNMENT LOT 4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9131, PAGE 740, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

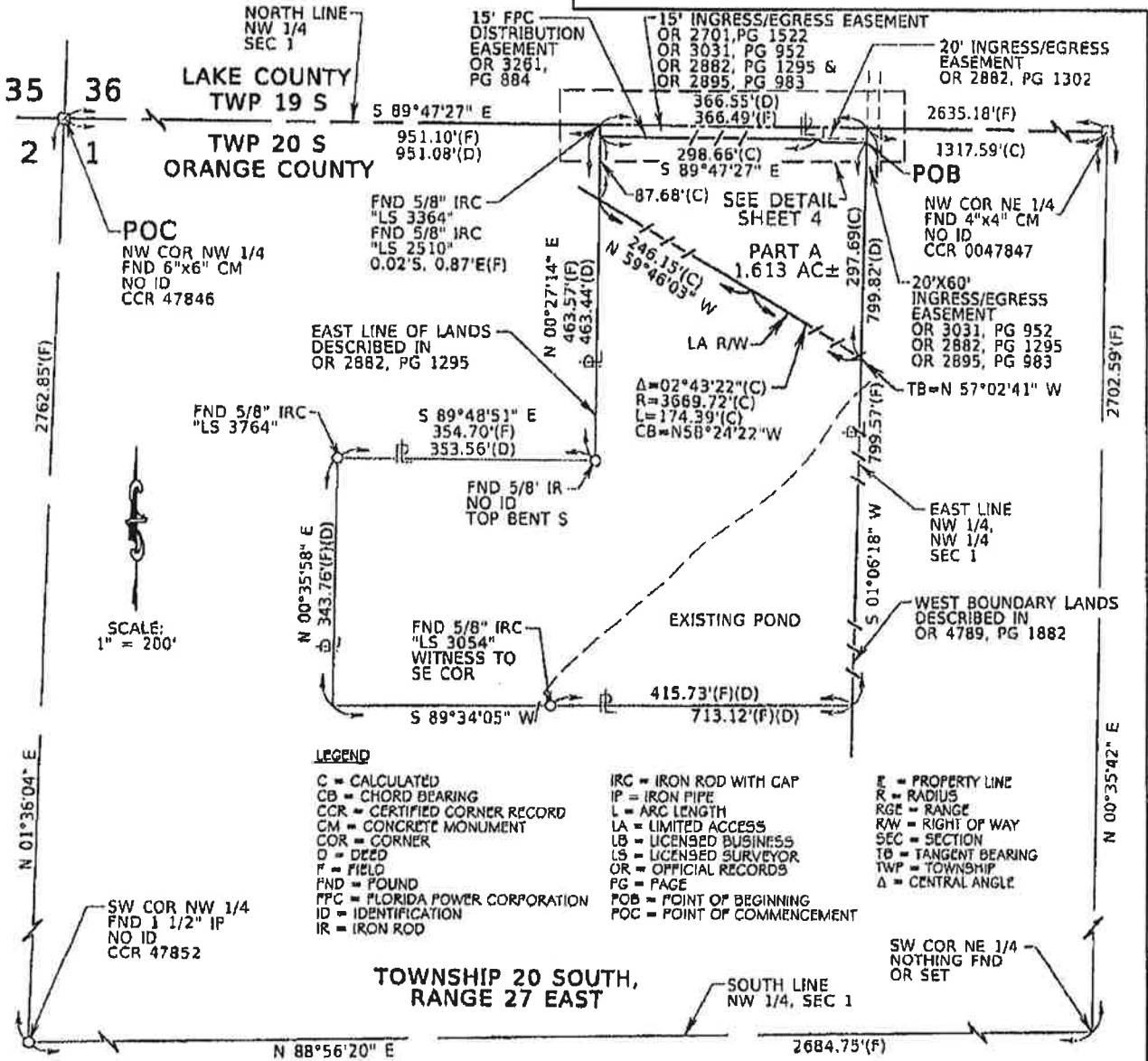
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1317.59 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE NORTH 89°47'27" WEST A DISTANCE OF 60.66 FEET; THENCE NORTH 59°46'03" WEST A DISTANCE OF 7.99 FEET; THENCE NORTH 89°47'27" WEST A DISTANCE OF 298.66 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295; THENCE NORTH 00°27'14" EAST ALONG SAID EAST LINE A DISTANCE OF 16.00 FEET TO A POINT ON SAID NORTH LINE OF SECTION 1; THENCE DEPARTING SAID EAST LINE SOUTH 89°47'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 366.49 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6119 SQUARE FEET, MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 11/06/14	URS <small>URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839</small>	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 4

SKETCH OF DESCRIPTION

PARCEL: 304
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE



LEGEND

- | | | |
|---------------------------------|-----------------------------|----------------------|
| C = CALCULATED | IRC = IRON ROD WITH CAP | E = PROPERTY LINE |
| CB = CHORD BEARING | IP = IRON PIPE | R = RADIUS |
| CCR = CERTIFIED CORNER RECORD | L = ARC LENGTH | RGE = RANGE |
| CM = CONCRETE MONUMENT | LA = LIMITED ACCESS | R/W = RIGHT OF WAY |
| COR = CORNER | LB = LICENSED BUSINESS | SEC = SECTION |
| O = DEED | LS = LICENSED SURVEYOR | TB = TANGENT BEARING |
| F = FIELD | OR = OFFICIAL RECORDS | TWP = TOWNSHIP |
| FND = FOUND | PG = PAGE | Δ = CENTRAL ANGLE |
| FPC = FLORIDA POWER CORPORATION | POB = POINT OF BEGINNING | |
| ID = IDENTIFICATION | POC = POINT OF COMMENCEMENT | |
| IR = IRON ROD | | |

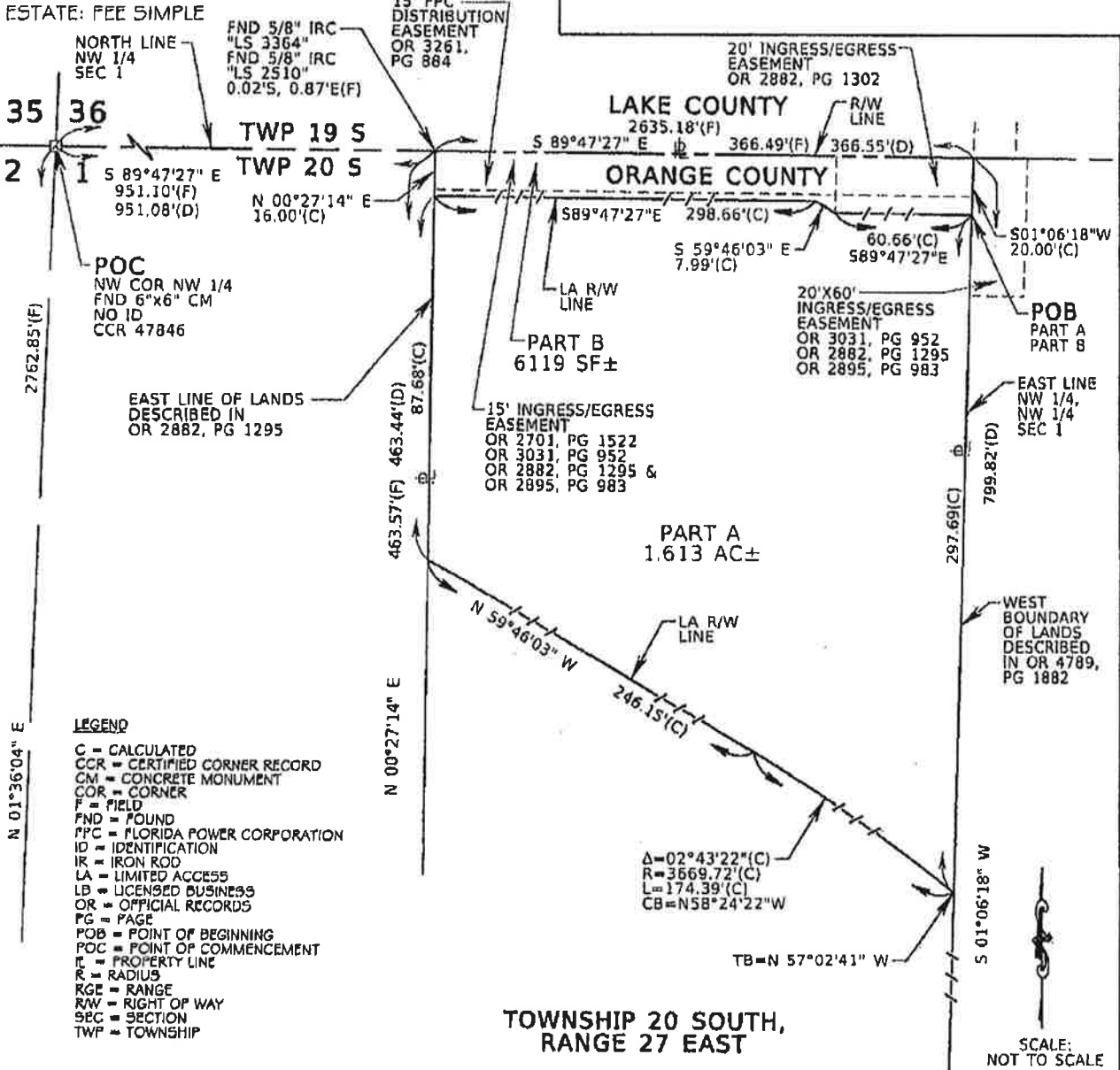
GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED JUNE 26, 2014, FILE NO. 4852992 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 11/06/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6039	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 3 OF 4

SKETCH OF DESCRIPTION

PARCEL: 304
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 & RIGHT OF WAY
 ESTATE: FEE SIMPLE



- LEGEND**
- C = CALCULATED
 - CCR = CERTIFIED CORNER RECORD
 - CM = CONCRETE MONUMENT
 - COR = CORNER
 - F = FIELD
 - FND = FOUND
 - FPC = FLORIDA POWER CORPORATION
 - ID = IDENTIFICATION
 - IR = IRON ROD
 - LA = LIMITED ACCESS
 - LB = LICENSED BUSINESS
 - OR = OFFICIAL RECORDS
 - PG = PAGE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PL = PROPERTY LINE
 - R = RADIUS
 - RGE = RANGE
 - R/W = RIGHT OF WAY
 - SEC = SECTION
 - TWP = TOWNSHIP

**TOWNSHIP 20 SOUTH,
 RANGE 27 EAST**

SCALE:
 NOT TO SCALE

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 60°56'20" EAST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4652992 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 11/06/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6039	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OCEA PROJECT NO: 429-204		SHEET: 4 OF 4

LEGAL DESCRIPTION

PARCEL 305
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

PART A

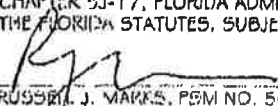
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5923, PAGE 4943, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 951.10 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 87.68 FEET; THENCE DEPARTING SAID BOUNDARY LINE NORTH 59°46'03" WEST A DISTANCE OF 34.86 FEET; THENCE NORTH 30°13'57" EAST A DISTANCE OF 31.00 FEET; THENCE NORTH 14°46'03" WEST A DISTANCE OF 21.21 FEET; THENCE NORTH 30°13'57" EAST A DISTANCE OF 26.46 FEET; THENCE SOUTH 89°47'27" EAST A DISTANCE OF 7.29 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 453 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.


CONTAINING 1548 SQUARE FEET, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


 RUSSELL J. MARKS, PSM NO. 5623

10/28/2014
 DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 10/28/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 4

LEGAL DESCRIPTION

PARCEL 305
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

PART B

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5923, PAGE 4943, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 951.10 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY LINE NORTH 89°47'27" WEST A DISTANCE OF 7.29 FEET; THENCE SOUTH 30°13'57" WEST A DISTANCE OF 26.46 FEET; THENCE SOUTH 14°46'03" EAST A DISTANCE OF 21.21 FEET; THENCE SOUTH 30°13'57" WEST A DISTANCE OF 31.00 FEET; THENCE NORTH 64°38'25" WEST A DISTANCE OF 202.92 FEET TO SAID NORTH LINE; THENCE SOUTH 89°47'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 214.30 FEET TO SAID BOUNDARY LINE; THENCE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

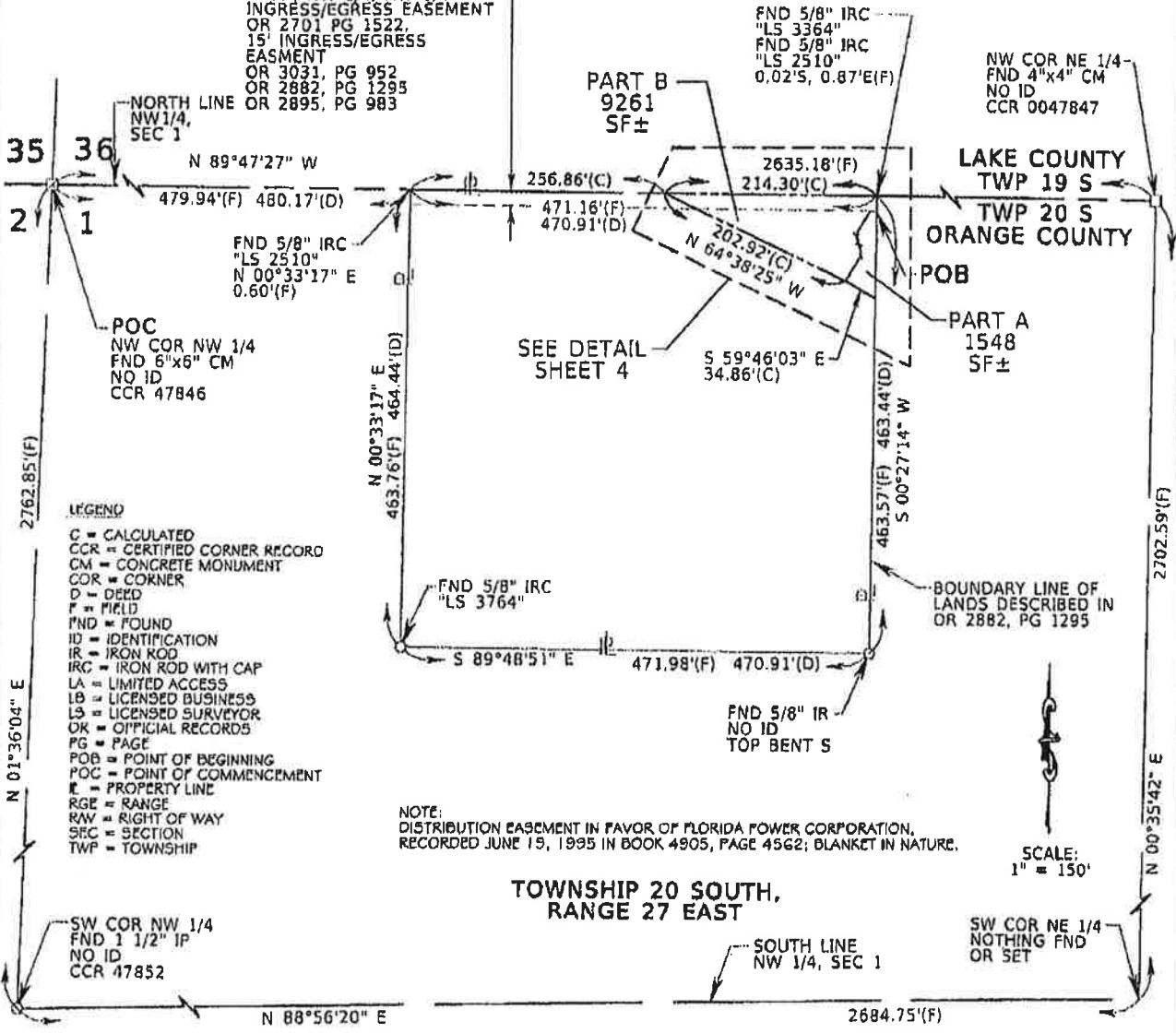
CONTAINING 9261 SQUARE FEET, MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 10/28/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 4

SKETCH OF DESCRIPTION

PARCEL: 305
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 & RIGHT OF WAY
 ESTATE: FEE SIMPLE

N 15' NW 1/4, NW 1/4
 FPC DISTRIBUTION EASEMENT
 OR 3261 PG 884
 N 15' NW 1/4, NW 1/4
 INGRESS/EGRESS EASEMENT
 OR 2701 PG 1522
 15' INGRESS/EGRESS
 EASEMENT
 OR 3031, PG 952
 OR 2882, PG 1295
 OR 2895, PG 983



- LEGEND**
- C = CALCULATED
 - CCR = CERTIFIED CORNER RECORD
 - CM = CONCRETE MONUMENT
 - COR = CORNER
 - D = DEED
 - F = FIELD
 - FND = FOUND
 - ID = IDENTIFICATION
 - IR = IRON ROD
 - IRC = IRON ROD WITH CAP
 - LA = LIMITED ACCESS
 - LB = LICENSED BUSINESS
 - LS = LICENSED SURVEYOR
 - OK = OFFICIAL RECORDS
 - PG = PAGE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - P = PROPERTY LINE
 - RGE = RANGE
 - RAV = RIGHT OF WAY
 - SFC = SECTION
 - TWP = TOWNSHIP

NOTE:
 DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION,
 RECORDED JUNE 15, 1995 IN BOOK 4905, PAGE 4562; BLANKET IN NATURE.

SCALE:
 1" = 150'

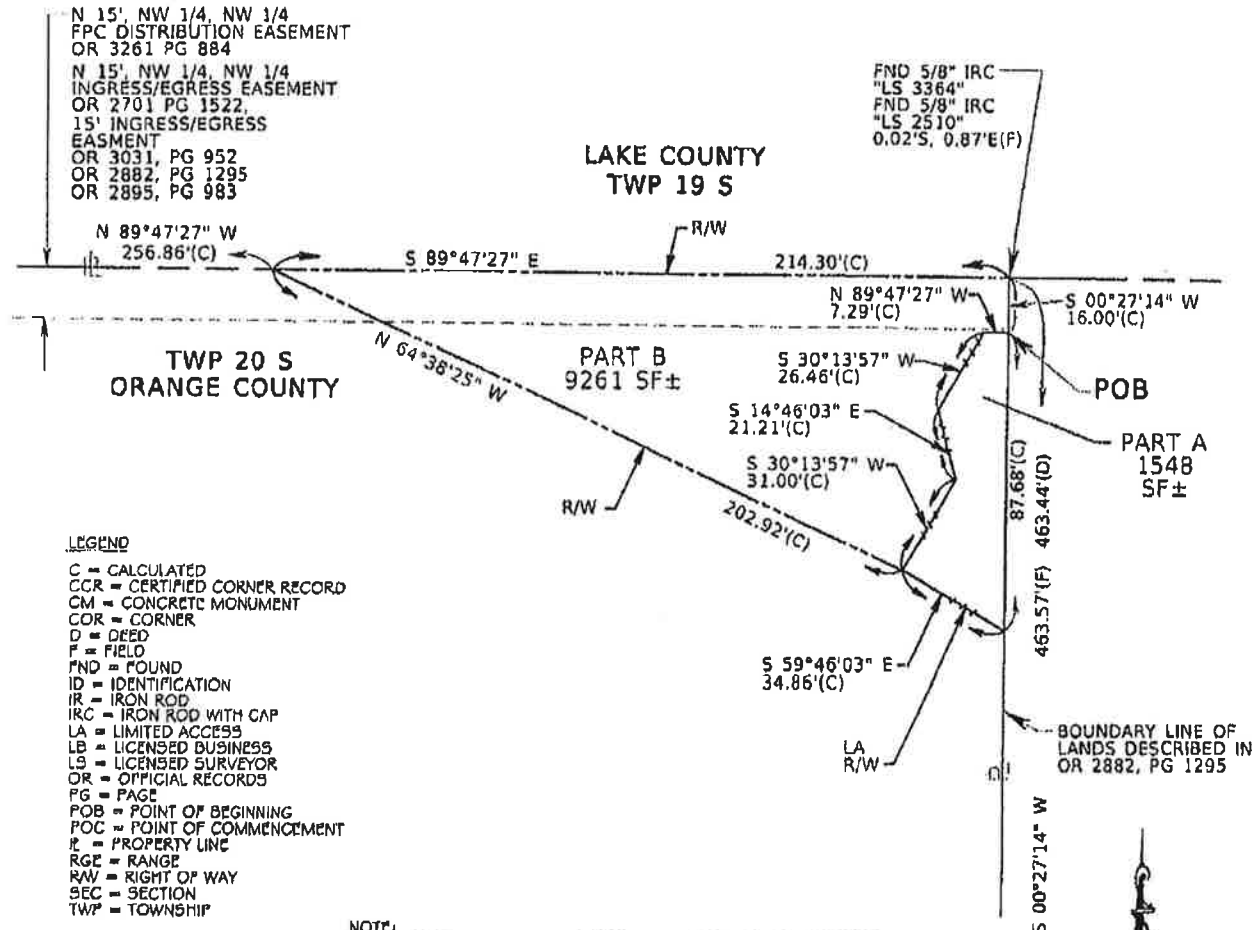
TOWNSHIP 20 SOUTH,
 RANGE 27 EAST

- GENERAL NOTES:**
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
 2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
 3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
 4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4853006 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 10/28/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 3 OF 4

SKETCH OF DESCRIPTION

PARCEL: 305
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 # RIGHT OF WAY
 ESTATE: FEE SIMPLE



**TOWNSHIP 20 SOUTH,
 RANGE 27 EAST**

NOT TO SCALE

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 86°56'20" EAST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4853006 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 10/28/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6639	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 4 OF 4

CONSENT AGENDA ITEM

#24



MEMORANDUM

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0120
Governing Board

FROM: Sidney C. Calloway, Esquire, Right-of-Way Counsel

DATE: October 26, 2016

RE: Wekiva Parkway, Project 429-202, Parcel 219
Recommendation for Service of an Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, submits the following recommendation for service of an Offer of Judgment, pursuant to Fla. R. Civ. P. 1.442 upon Respondents, Charles R. Chapman, Kim Chapman Sr., Chapman Orchid's, Inc. ("Respondents") as full compensation and complete settlement of all Respondents' claims for compensation and damages associated with CFX's acquisition of Parcel 219.

DESCRIPTION AND BACKGROUND

Parcel 219 is approximately 3.54 acres of real property owned by Respondents. It was in its entirety and will be used for the extension of the Wekiva Parkway a/k/a S.R. 429, under Project No. 429-203. The acquisition was effectuated pursuant to a Stipulated Order of Taking entered on July 21, 2014. The OT was subsequently ratified by CFX's deposit of **\$643,500.00** into the Court Registry on July 31, 2014. July 31, 2014 is the date of valuation.

Parcel 219 is located along the north side of West Kelly Park Road, a two-lane local street and lies just west of Plymouth Sorrento Road. The parent tract which constitutes Parcel 219 includes two adjacent land parcels with a total land area of 3.45 gross and net developable acres (150, 456 s.f.). All areas of the property are considered to be uplands and to be usable. The first parcel is identified as Orange County Parcel ID No. 12-20-27-000-00-089 is improved with a 3813 square foot single-family residence. It was built in 1959 and includes a pool and a well and septic system. The second parcel is identified as Orange County Parcel No. 12-20-27-0000-00-022, is improved with a shade house, 3 greenhouses, and a wooden structure barn/office area that were constructed between 1976 and 2008 and which serve the

Respondents' commercial nursery business. Chapman Orchids, Inc. operated the nursery on the site since 2005, growing and selling a variety of orchids and other exotic plants. On the date of valuation, the land was zoned A-1 (Citrus Rural District) by Orange County, with a Rural Agricultural (R) future land use category (FLU).

The CFX's current appraisal of the property was prepared by Michael McElveen, of Urban Economic, Incorporated. Mr. McElveen has concluded that the highest and best use of the property is commercial vehicle related, office or retail and the interim use is agricultural and single family residential. Mr. McElveen used four (4) comparable land sales with prices ranging from \$1.97 per s.f. to \$6.48 per s.f. *McElveen opines that the subject property has a market value of \$3.25 per s.f., which thus provides a land value conclusion of \$488,983 or \$489,000 rounded (\$3.25 X 150,456).*

In order to determine the market value of Respondents' residential and agricultural improvements, Mr. McElveen used three (3) improved sales to determine an interim rental value of the residential improvements to be \$5.50 per s.f. and the greenhouse and shade house improvements to have an interim rental value of \$.60 per s.f. McElveen concluded that the estimated present market value of the improvements was \$88,144 for the residential improvements and \$55,364 for greenhouse and shade house (collectively *143,508 or \$143,500 rounded*). ***The total market value of both land and improvements, as of July 31, 2014 is thus concluded to be \$632,500.***

Respondents are represented by Andrew Brigham, Esquire. Discovery thus far revealed that Respondents are asserting \$2.9 million as full compensation for the taking of Parcel 219. The parties participated in mediation on August 14, 2015. Neither mediation, nor informal settlement discussions were successful. This matter is scheduled for a jury trial on April 10, 2017. A jury trial is likely to require seven business days to complete. Additionally, the parties will likely engage in significant pretrial discovery, including depositions. It is also certain that the parties will also prepare for, prosecute and defend several pre-trial motions in limine.

In an effort to resolve this case, minimize CFX's litigation expenses and costs and potentially cap the expenses and costs that are likely to be incurred by Respondents (which are recoverable against the CFX) it is recommended that CFX serve Respondents with an Offer of Judgment (OJ), which if accepted, would completely resolve the case, excepting attorney's fees and costs (experts). On the other hand, if the OJ is either rejected or not accepted by Respondents within 30 days from receipt of the OJ, and a jury subsequently renders a verdict equal to or less than the Offer of Judgment, then the property owner shall not recover any expenses or costs (including their expert witness fees), incurred after the expiration date of the OJ.

At this time we have extensive knowledge of property owners' market valuation approach for numerous parcels on this project. This especially includes the owners of Parcels 209/221 ("Kelly"), both of which abuts Parcel 219 and was the subject of a 7-day jury trial. We are also familiar with the positions taken by Respondents' legal counsel and experts, as well as prior court rulings, settlements and jury trial verdicts. ***Given such, I recommend that CFX serve***

Respondents with an Offer of Judgment to fully settle Respondents' claims as to Parcel 219 in the amount of \$1,375,000. The recommended Offer of Judgment reflects a valuation of the Respondents property in keeping with the previous jury trial verdict in the *Kelly* case, which found that property to be worth roughly \$5.14 per s.f. Applied to this case a value of Respondents' land is estimated at \$773,344, which when added to the value of improvements (\$143,500) is totaled to be about \$916,844. As an incentive to Respondents, but also leverage its intended effectiveness, the recommended Offer of Judgment also includes a 50% increase in the \$916,844, or \$458,422.

The Right-of-Way Committee recommended approval of service of an Offer of Judgment to Respondents, consistent with this request, at its October 26, 2016 meeting.

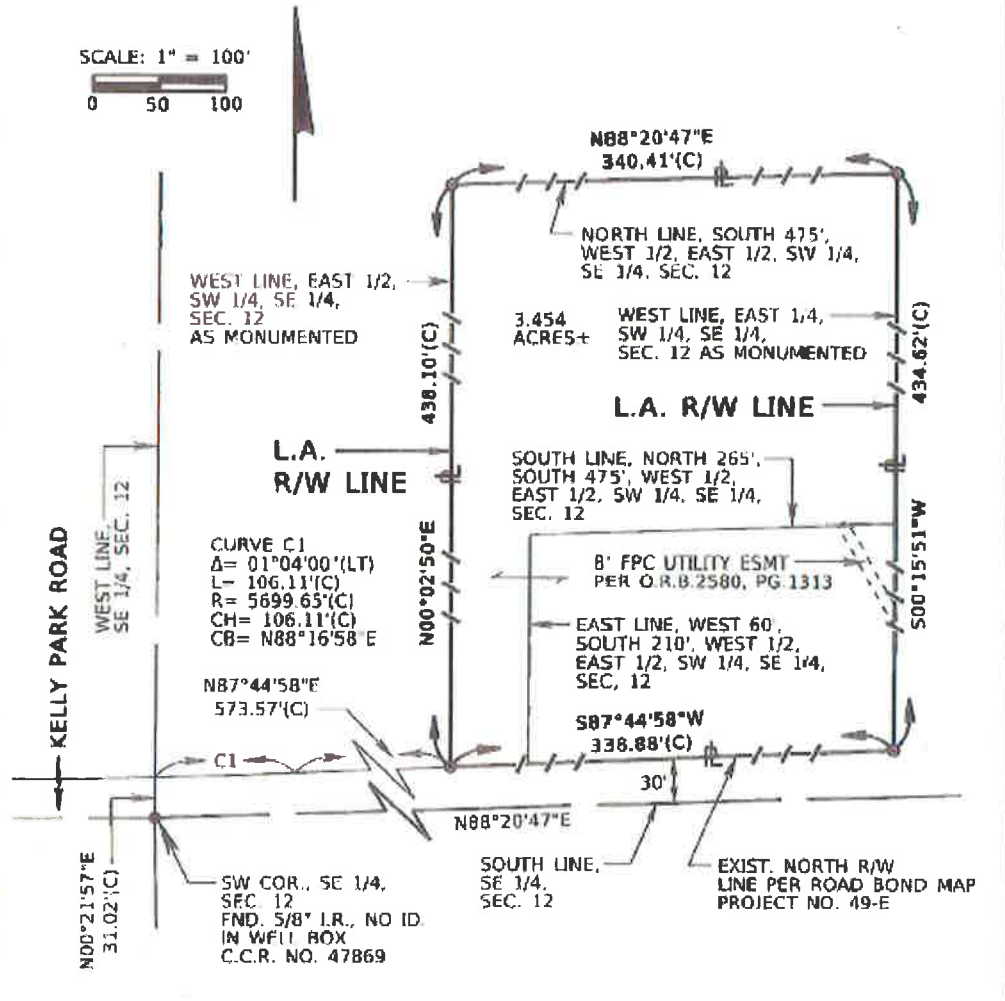
RECOMMENDATION

For the reasons set forth in this Memorandum, Right-of-Way counsel respectfully request that the Governing Board approve of the Offer of Judgment in the amount of \$1,375,000, in full settlement of all Respondents' for full compensation for the taking of Parcel 219. The recommended offer of Judgment does not include Respondents' statutory attorney's fees or costs under section 73.092 and 73.091, Florida Statutes.

Reviewed by: Joseph Lavintore

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 100'
0 50 100



SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST

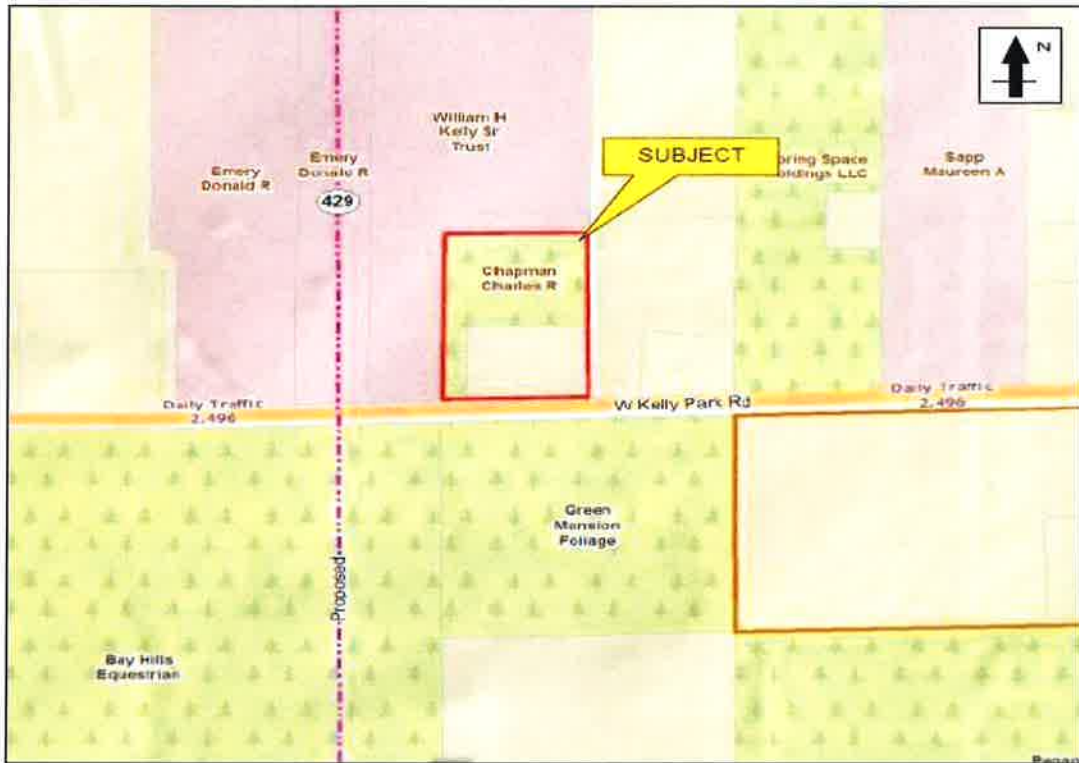
PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE SURVEYING TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 3217, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 412.002, FLORIDA STATUTES.
[Signature]
WALTER E. WOOD, JR.
LICENSED SURVEYOR 4442
DATE: 7/20/13

CERTIFICATION OF AUTHORITY NO. 13-0311
BOWYER ENGINEERING
320 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
407-443-5126
FAX 407-649-0068

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
219
SCALE: 1"=100'
SHEET 2 OF 2



Approximate Representation
 Source: Orange County Property Appraiser





*Approximate Representation
Source: Orange County Property Appraiser*



CONSENT AGENDA ITEM

#25



MEMORANDUM

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0123 &
Governing Board 19125.0185

FROM: Sidney C. Calloway, Esq., Right-of-Way Counsel

DATE: October 26, 2016

RE: *CFX v. Milford S. Kirkland, Jr., William H. Kelly, Sr., et al.*
Parcels 209 & 221
Case No.: 2014-CA-003676-0

Shutts & Bowen LLP, Right-of-Way Counsel, request submits this Memorandum in support of its request to the CFX Board for approval of the settlement and disposition of Respondents' litigation costs (expert witness fees and trial expenses) incurred in connection with the parties' resolution, via jury trial, of Respondents' compensation claim as a result of CFX's acquisition of Parcels 209 and 221.

DESCRIPTION AND BACKGROUND

In late October 2015 the parties submitted the disputed factual and legal issues concerning the amount of compensation due to the Defendants William H. Kelly, Sr., Dorothy B. Kelly and William H. Kelly, Sr., as Trustee of the William H. Kelly, Sr., Revocable Trust (collectively the "Respondents") as a result of CFX's whole take of Parcels 209 and 221 for the construction of the Wekiva Parkway to a seven-day jury trial. Following entry of the Final Judgment in December 2015, counsel for Respondents filed their Motion to Tax Fees and Costs ("Motion to Tax"). Respondent later filed their Affidavit of Cost Incurred ("Affidavit"), which included Respondents' invoices and detailed statements of service supporting their Motion. The Court subsequently entered an Order on Procedures on Motion to Tax Costs ("Order"), which established the protocol for ultimate disposition of the Motion to Tax. Ultimately, the Order provides for obligatory mediation followed by an evidentiary hearing on all matters that the parties cannot resolve by stipulated agreement.

In keeping with the Order, CFX has utilized reviewed Respondents' attorney's costs and expenses as well as the respective invoices and detailed statements of each of Respondents' expert witnesses. Respondents' Affidavit is attached as Exhibit "A" to this Memorandum. However, a Summary identifying the vendor, description of the service and the amount invoiced is attached hereto as Exhibit "B". The Summary includes 6 different vendor types, that

is (1) experts, (2) court reporters, (3) process servers, (4) exhibit preparation, (5) couriers, and (6) miscellaneous. I submit the following recommendations as to each of the six vendor categories for your consideration and approval:

- I. **Experts.** Respondents submitted a respective invoice and billing statement for their real estate appraiser, Tropical Realty Appraiser Services (Marty Engelmann) (\$176,069.16), engineer, Mesimer and Associates, Inc. (\$19,868.73) and their land planner, P&M Consulting Group (\$26,101.63).

It is recommended that CFX subject Engelmann's invoice to the court for disposition. At mediation, Engelmann not only rejected CFX offer of \$140,000, but also submitted a so-called "supplemental invoices in excess of \$17,000, which time he claimed was incurred during August and September, 2016. This recommendation is further underscored by the fact that CFX's real estate appraiser has analyzed and is prepared to testify at hearing that, given the facts and circumstances of this case, a reasonable appraiser's fees would fall within a range of \$79,000 and \$97,000.

It is recommended that CFX stipulate, without hearing, and pay Respondents' engineer's invoice in the amount of \$19,868.73. This is primarily because CFX's expert engineer has reviewed the invoice and statement and concludes that such amount is reasonable. Additionally, the expert also notes that Respondents' engineering costs is less than CFX's (\$25,377.17).

It is recommended that CFX stipulate, without hearing, and pay Respondents' land planner's invoice in the amount of \$26,101.63. This is primarily because CFX's expert land planner has analyzed the invoice and billing statement and concludes that such amount is reasonable. Additionally, the expert also notes that Respondents' land planner cost is less than CFX's (\$42,573.14).

- II. **Court Reporters.** Upon the undersigned's analysis and review, it is recommended that CFX stipulate, without hearing, and pay Respondents' reasonable court reporter invoices in the amount of \$8,899.40.
- III. **Process Server.** Upon the undersigned's analysis and review, it is recommended that CFX stipulate, without hearing, and pay Respondents' reasonable process server invoice in the amount of \$760.02.
- IV. **Exhibit Preparation/Research.** Upon the undersigned's analysis and review, it is recommended that CFX stipulate, without hearing, and pay Respondents' reasonable cost of exhibit preparation/research invoices in the amount of \$21,437.35.
- V. **Couriers.** Upon the undersigned's analysis and review, it is recommended that CFX stipulate, without hearing, and pay Respondents' reasonable courier invoice

in the amount of \$225.20.

- VI. Miscellaneous.** Respondents' miscellaneous invoices include hotel and parking invoices for accommodations incurred by Respondents' 4-person legal team, led by Andrew Brigham (\$2,523.60), Kerry Collins (\$1,567.16), Ken Fleming (\$1,358.16) and Kim Maulsby (\$1,432.16), all of which were incurred during the 7-day jury trial. It is recommended that CFX submit the issue of payment of Respondent's legal team's hotel and parking (\$6,881.08) to the Court for ultimate disposition. While Respondent's counsel will make the argument that the Court has the discretion to award Respondents' hotel and parking costs, CFX has the benefit of reliance on the *Uniform Guidelines for Taxation of Costs in Civil Actions, III Litigation Costs That Should Not Be Taxed as Costs, E. Travel Expenses of Attorney(s)*.

The Right-of-Way Committee recommended approval of the proposed settlement and disposition of Respondents' litigation costs at its October 26, 2016 meeting.

RECOMMENDATION

For the above-cited reasons, Right-of-Way counsel request the CFX Governing Board approve to approve the settlement and disposition of Respondents' litigation costs, consistent with the recommendation and amounts set forth in this Memorandum.

ATTACHMENTS

- Exhibit A Respondents' Affidavit
- Exhibit B Summary identifying vendor, service description and amount invoiced.

Reviewed by: _____



EXHIBIT A

IN THE CIRCUIT COURT, NINTH
JUDICIAL CIRCUIT, IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO. 2014-CA-003676-O
DIVISION: 39
PARCELS: 209, 221

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY,

Petitioner,

vs.

MILFORD S. KIRKLAND, JR.; WILLIAM H.
KELLY a/k/a WILLIAM HARVEY KELLY, SR.;
DOROTHY B. KELLY; WILLIAM H. KELLY, SR.
a/k/a WILLIAM H. KELLY a/k/a WILLIAM
HARVEY KELLY; and WILLIAM H. KELLY, SR.,
AS TRUSTEE OF THE WILLIAM H. KELLY,
SR. REVOCABLE TRUST, et al.,

Defendants.

AFFIDAVIT OF COSTS INCURRED

STATE OF FLORIDA

COUNTY OF DUVAL

ANDREW PRINCE BRIGHAM, being first duly sworn, deposes and says:

1. That he has acted as counsel of record for the Defendants, William H. Kelly a/k/a William Harvey Kelly, Sr.; William H. Kelly, Sr. a/k/a William H. Kelly a/k/a William Harvey Kelly; and William H. Kelly, Sr., as Trustee of the William H. Kelly, Sr. Revocable Trust, as to Parcels 209 and 221 in the above styled cause.

2. That in connection with full compensation paid for the property taken, the following costs were incurred:

EXPERTS:

TROPICAL REALTY APPRAISAL SERVICES		
A) 03/14/16, PROFESSIONAL SERVICES	\$176,069.16	
MESIMER AND ASSOCIATES, INC.		
A) 05/04/16, INV 14111.008, PROFESSIONAL SERVICES	\$19,868.73	
P&M CONSULTING GROUP		
A) 11/02/15, PROFESSIONAL SERVICES	\$26,101.63	

EXPERTS SUBTOTAL		\$222,039.52

COURT REPORTERS:

ORANGE LEGAL, INC.		
A) 09/10/15, INV 218338; ENGELMANN	\$85.40	
B) 09/11/15; INV 218464; KELLY/CHAPMAN	\$467.75	
C) 09/10/15; INV 219608; MESIMER/MURPHY/ ENGELMANN	\$1,032.50	
D) 10/28/15; INV 224478; PECK	\$597.95	
E) 10/30/15; INV 224942; HEARING	\$95.00	
F) 10/30/15; INV 224968; TRIAL EXCERPTS	\$832.33	
G) 10/29/15; INV 225277; TRIAL EXCERPTS	\$638.70	
H) 11/03/15; INV 225975; TRIAL EXCERPTS	\$575.95	
I) 10/27/15; INV 229589; TRIAL EXCERPT	\$49.50	

		\$4,375.08
U.S. LEGAL SUPPORT, INC.		
A) 09/09/15; INV 1244682; CARPENTER/HARDGROVE	\$2,671.00	
B) 09/11/15; INV 1245430; NEWTON/PRESSIMONE	\$1,540.20	
C) 09/09/15; INV 1248669; BYRD	\$313.12	

		\$4,524.32

COURT REPORTERS SUBTOTAL		\$8,899.40

PROCESS SERVERS:

ATTORNEYS LEGAL SERVICES, INC.	
A) 09/10/15, INV 2015006435; NEWTON	\$70.00
B) 09/10/15, INV 2015006436; HARDGROVE	\$70.00
C) 09/10/15, INV 2015006437; CARPENTER	\$70.00
D) 09/10/15, INV 2015006438; PRESSIMONE	\$70.00
E) 11/05/15, INV 2015006439; BYRD	\$110.00
F) 09/21/15, INV 2015006811; HORNE (PRORATED)	\$23.34
G) 09/23/15, INV 2015006812; RUBLE (PRORATED)	\$23.34
H) 09/22/15, INV 2015006813; PECK (PRORATED)	\$23.34

I) 09/22/15, INV 2015006814; PECK TRIAL	\$35.00	
J) 09/21/15, INV 2015006815; HORNE TRIAL	\$35.00	
K) 09/23/15, INV 2015006816; RUBLE TRIAL	\$35.00	
L) 10/19/15, INV 2015007514; BYRD TRIAL	\$55.00	
M) 10/16/15, INV 2015007515; HARDGROVE TRIAL	\$35.00	
N) 10/16/15, INV 2015007516; NEWTON TRIAL	\$35.00	
O) 10/15/15, INV 2015007517; CARPENTER TRIAL	\$35.00	
P) 10/15/15, INV 2015007518; PRESSIMONE TRIAL	\$35.00	
	-----	\$760.02

PROCESS SERVERS SUBTOTAL:		\$760.02

EXHIBIT PREPARATION & RESEARCH:

BAKERHOSTETLER		
A) 10/22/15; COPIES		\$43.90
COPY RIGHT		
A) 09/22/15, INV 34316, TRIAL EXHIBITS	\$4,537.87	
B) 09/23/15, INV 34329, TRIAL EXHIBITS	\$385.20	
C) 10/15/15, INV 34549, TRIAL EXHIBITS	\$10,467.81	
	-----	\$15,390.88
FEDEX OFFICE		
A) 10/27/15; TRIAL EXHIBITS	\$92.66	
B) 11/01/15; TRIAL EXHIBITS	\$356.90	
C) 11/02/15; TRIAL EXHIBITS	\$196.05	
	-----	\$645.61
PICTERA SOLUTIONS		
A) 09/03/16, INV 144303; EXPERT FILES		\$808.91
TAMPA LEGAL COPIES		
A) 08/24/15, INV 33989; EXPERT FILES		\$148.05
THE TERRA ALTA GROUP, LLC		
A) 04/18/16, INV 1080, TRIAL EXHIBITS		\$4,400.00

EXHIBIT PREPARATION & RESEARCH SUBTOTAL:		\$21,437.35

COURIER EXPENSES:

FEDERAL EXPRESS		
A) 08/20/14; W. KELLY	\$18.63	
B) 08/27/15; COPY SERVICE	\$27.97	
C) 09/11/15; JD KEST	\$15.01	
D) 09/22/15; JD KEST	\$26.28	
E) 09/29/15; JD KEST	\$24.19	
F) 10/13/15; S MURPHY	\$21.28	
G) 10/14/15; JD KEST	\$20.68	

H) 10/16/15; JD KEST	\$14.87	
I) 01/22/16; W KELLY	\$24.32	
J) 02/18/16; JD KEST	\$15.86	
K) 03/15/16; JD KEST	\$16.11	
	-----	\$225.20
COURIER EXPENSES SUBTOTAL:		\$225.20

MISCELLANEOUS EXPENSES:

REIMBURSEMENTS: BRIGHAM, ANDREW		
A) 09/09-11/15, HOTEL; DEPOS	\$434.56	
B) 09/16/15, PARKING; CMC	\$4.00	
C) 09/21/15, PARKING; PRETRIAL	\$4.00	
D) 09/29/15, PARKING; HEARING	\$4.00	
E) 10/26/15, PARKING; TRIAL	\$45.00	
F) 10/27/15, PARKING; TRIAL	\$45.00	
G) 10/28/15, PARKING; TRIAL	\$31.00	
H) 10/29/15, PARKING; TRIAL	\$45.00	
I) 10/30/15, PARKING; TRIAL	\$30.00	
J) 11/02/15, PARKING; TRIAL	\$45.00	
K) 11/03/15, PARKING; TRIAL	\$45.00	
L) 10/25-30/15, HOTEL; TRIAL	\$1,119.40	
M) 11/01-03/15, HOTEL; TRIAL	\$671.64	
	-----	\$2,523.60
REIMBURSEMENTS; COLLINS, KERRY		
A) 10/25-30/15, HOTEL; TRIAL	\$1,119.40	
B) 11/01-02/15, HOTEL; TRIAL	\$447.76	
	-----	\$1,567.16
REIMBURSEMENTS: FLEMING, KEN		
A) 10/28/15, PARKING; TRIAL	\$16.00	
B) 10/25/-30/15; HOTEL; TRIAL	\$894.40	
C) 11/01-2/15; HOTEL; TRIAL	\$447.76	
	-----	\$1,358.16
REIMBURSEMENTS; MAULTSBY, KIM		
A) 10/25-30/15, HOTEL; TRIAL	\$984.40	
B) 11/01-02/15, HOTEL; TRIAL	\$447.76	
	-----	\$1,432.16
MISCELLANEOUS EXPENSES SUBTOTAL		\$6,881.08

		\$260,242.57
TOTAL COSTS INCURRED:		=====

3. That as attorney for said Defendants it is the undersigned's opinion and it is hereby certified that:

a. The items for which said costs were incurred were of use, value and reasonable and were necessarily incurred in this cause.

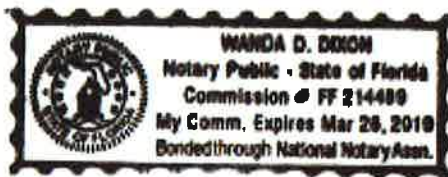
b. The charges as set out herein above were reasonable and within the range of those customarily charged and paid in this community for similar services of similarly qualified persons.

FURTHER AFFIANT SAYETH NOT.



Andrew Prince Brigham

Sworn to and Subscribed before me this 16th day of May, 2016, by Andrew Prince Brigham, who is personally known to me.





Notary Public, State of Florida
My Commission Expires: 3/28/2019

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished this 13th day of May, 2016, by e-mail through the Florida e-Filing Portal to: **David A. Shontz, Esq., Sidney C. Calloway, Esq., and Harold E. Morlan, III, Esq.,** Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, FL 32801, dshontz@shutts.com, mfarmer@shutts.com, tmartin@shutts.com, scalloway@shutts.com, jgoodwin@shutts.com, tlark@shutts.com, hmorlan@shutts.com, jortiz@shutts.com, *Attorneys for Petitioner.*

Respectfully submitted,

/s/ Andrew Prince Brigham

Andrew Prince Brigham

Florida Bar No. 903930

Kerry C. Collins

Florida Bar No. 0030823

BRIGHAM PROPERTY RIGHTS LAW FIRM, PLLC

2963 Dupont Avenue, Suite 3

Jacksonville, FL 32217

Phone: 904-730-9001

Fax: 904-733-7633

abrigham@propertyrights.com

kcollins@propertyrights.com

blaing@propertyrights.com

Attorneys for Defendants, William H. Kelly a/k/a
William Harvey Kelly, Sr., William H. Kelly, Sr.
a/k/a William H. Kelly a/k/a William Harvey
Kelly, and William H. Kelly, Sr., as Trustee of the
William H. Kelly, Sr. Revocable Trust



Martin C. Engelmann, Jr., MAI, MRICS
 State-Certified General Real Estate Appraiser RZ838



Jon C. Thomas, SRPA
 State-Certified General Real Estate Appraiser RZ1696



Commercial Appraisers & Consultants

March 14, 2016

Brigham Property Rights Law Firm, PLLC
 2963 Dupont Avenue, Suite 3
 Jacksonville, Florida 32217

Attn: Andrew P. Brigham, Esquire

.....
FOR PROFESSIONAL SERVICES RENDERED

Appraisal Consultation Services on:

Parcels 209 and 221 (Kelly)
 A 11.786± Gross/Upland Acre Site
 North Side Of Kelly Park Road Between
 Plymouth Sorrento And Golden Gem Roads
 Apopka, Orange County, Florida 32712
 Our File No.: C14042NT

Federal Tax I.D. #: 20-1683646

Fee:	\$176,069.16
Retainer:	\$ 0.00
Balance Due:	\$176,069.16

Please remit payment to:

**Tropical Realty Appraisal Services
 6812 W. Linebaugh Avenue
 Tampa, Florida 33625
 Attn: Martin C. Engelmann, Jr., MAI**

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

EXHIBIT B

I EXPERTS:

TROPICAL REALTY APPRAISAL SERVICES		
A) 03/14/16, PROFESSIONAL SERVICES	\$176,069.16	
MESIMER AND ASSOCIATES, INC.		
A) 05/04/16, INV 14111.008, PROFESSIONAL SERVICES	\$19,868.73	
P&M CONSULTING GROUP		
A) 11/02/15, PROFESSIONAL SERVICES	\$26,101.63	

EXPERTS SUBTOTAL		\$222,039.52

II COURT REPORTERS:

ORANGE LEGAL, INC.		
A) 09/10/15, INV 218338; ENGELMANN	\$85.40	
B) 09/11/15; INV 218464; KELLY/CHAPMAN	\$467.75	
C) 09/10/15; INV 219608; MESIMER/MURPHY/ ENGELMANN	\$1,032.50	
D) 10/28/15; INV 224478; PECK	\$597.95	
E) 10/30/15; INV 224942; HEARING	\$95.00	
F) 10/30/15; INV 224968; TRIAL EXCERPTS	\$832.33	
G) 10/29/15; INV 225277; TRIAL EXCERPTS	\$638.70	
H) 11/03/15; INV 225975; TRIAL EXCERPTS	\$575.95	
I) 10/27/15; INV 229589; TRIAL EXCERPT	\$49.50	

		\$4,375.08
U.S. LEGAL SUPPORT, INC.		
A) 09/09/15; INV 1244682; CARPENTER/HARDGROVE	\$2,671.00	
B) 09/11/15; INV 1245430; NEWTON/PRESSIMONE	\$1,540.20	
C) 09/09/15; INV 1248669; BYRD	\$313.12	

		\$4,524.32

COURT REPORTERS SUBTOTAL		\$8,899.40

III PROCESS SERVERS:

ATTORNEYS LEGAL SERVICES, INC.		
A) 09/10/15, INV 2015006435; NEWTON	\$70.00	
B) 09/10/15, INV 2015006436; HARDGROVE	\$70.00	
C) 09/10/15, INV 2015006437; CARPENTER	\$70.00	
D) 09/10/15, INV 2015006438; PRESSIMONE	\$70.00	
E) 11/05/15, INV 2015006439; BYRD	\$110.00	
F) 09/21/15, INV 2015006811; HORNE (PRORATED)	\$23.34	
G) 09/23/15, INV 2015006812; RUBLE (PRORATED)	\$23.34	
H) 09/22/15, INV 2015006813; PECK (PRORATED)	\$23.34	

I) 09/22/15, INV 2015006814; PECK TRIAL	\$35.00	
J) 09/21/15, INV 2015006815; HORNE TRIAL	\$35.00	
K) 09/23/15, INV 2015006816; RUBLE TRIAL	\$35.00	
L) 10/19/15, INV 2015007514; BYRD TRIAL	\$55.00	
M) 10/16/15, INV 2015007515; HARDGROVE TRIAL	\$35.00	
N) 10/16/15, INV 2015007516; NEWTON TRIAL	\$35.00	
O) 10/15/15, INV 2015007517; CARPENTER TRIAL	\$35.00	
P) 10/15/15, INV 2015007518; PRESSIMONE TRIAL	\$35.00	
	-----	\$760.02

PROCESS SERVERS SUBTOTAL:		\$760.02

IV

EXHIBIT PREPARATION & RESEARCH:

BAKERHOSTETLER		
A) 10/22/15; COPIES		\$43.90
COPY RIGHT		
A) 09/22/15, INV 34316, TRIAL EXHIBITS	\$4,537.87	
B) 09/23/15, INV 34329, TRIAL EXHIBITS	\$385.20	
C) 10/15/15, INV 34549, TRIAL EXHIBITS	\$10,467.81	
	-----	\$15,390.88
FEDEX OFFICE		
A) 10/27/15; TRIAL EXHIBITS	\$92.66	
B) 11/01/15; TRIAL EXHIBITS	\$356.90	
C) 11/02/15; TRIAL EXHIBITS	\$196.05	
	-----	\$645.61
PICTERA SOLUTIONS		
A) 09/03/16, INV 144303; EXPERT FILES		\$808.91
TAMPA LEGAL COPIES		
A) 08/24/15, INV 33989; EXPERT FILES		\$148.05
THE TERRA ALTA GROUP, LLC		
A) 04/18/16, INV 1080, TRIAL EXHIBITS		\$4,400.00

EXHIBIT PREPARATION & RESEARCH SUBTOTAL:		\$21,437.35

V

COURIER EXPENSES:

FEDERAL EXPRESS	
A) 08/20/14; W. KELLY	\$18.63
B) 08/27/15; COPY SERVICE	\$27.97
C) 09/11/15; JD KEST	\$15.01
D) 09/22/15; JD KEST	\$26.28
E) 09/29/15; JD KEST	\$24.19
F) 10/13/15; S MURPHY	\$21.28
G) 10/14/15; JD KEST	\$20.68

H) 10/16/15; JD KEST	\$14.87	
I) 01/22/16; W KELLY	\$24.32	
J) 02/18/16; JD KEST	\$15.86	
K) 03/15/16; JD KEST	\$16.11	
	-----	\$225.20

COURIER EXPENSES SUBTOTAL: \$225.20

VI

MISCELLANEOUS EXPENSES:

REIMBURSEMENTS: BRIGHAM, ANDREW

A) 09/09-11/15, HOTEL; DEPOS	\$434.56	
B) 09/16/15, PARKING; CMC	\$4.00	
C) 09/21/15, PARKING; PRETRIAL	\$4.00	
D) 09/29/15, PARKING; HEARING	\$4.00	
E) 10/26/15, PARKING; TRIAL	\$45.00	
F) 10/27/15, PARKING; TRIAL	\$45.00	
G) 10/28/15, PARKING; TRIAL	\$31.00	
H) 10/29/15, PARKING; TRIAL	\$45.00	
I) 10/30/15, PARKING; TRIAL	\$30.00	
J) 11/02/15, PARKING; TRIAL	\$45.00	
K) 11/03/15, PARKING; TRIAL	\$45.00	
L) 10/25-30/15, HOTEL; TRIAL	\$1,119.40	
M) 11/01-03/15, HOTEL; TRIAL	\$671.64	
	-----	\$2,523.60

REIMBURSEMENTS; COLLINS, KERRY

A) 10/25-30/15, HOTEL; TRIAL	\$1,119.40	
B) 11/01-02/15, HOTEL; TRIAL	\$447.76	
	-----	\$1,567.16

REIMBURSEMENTS: FLEMING, KEN

A) 10/28/15, PARKING; TRIAL	\$16.00	
B) 10/25-30/15; HOTEL; TRIAL	\$894.40	
C) 11/01-2/15; HOTEL; TRIAL	\$447.76	
	-----	\$1,358.16

REIMBURSEMENTS; MAULTSBY, KIM

A) 10/25-30/15, HOTEL; TRIAL	\$984.40	
B) 11/01-02/15, HOTEL; TRIAL	\$447.76	
	-----	\$1,432.16

MISCELLANEOUS EXPENSES SUBTOTAL \$6,881.08

\$260,242.57

TOTAL COSTS INCURRED: =====


CONSENT AGENDA ITEM

#26

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 24, 2016

RE: Authorization to Advertise
S.R. 429/S.R. 414 Systems Interchange Landscape Improvements Phase II
Project No. 429-200G; Contract No. 001261

Board authorization is requested to advertise for bids from qualified and certified contractors to provide all labor, materials, equipment, and incidentals necessary for the construction and initial maintenance of landscape improvements at the S.R. 429/S.R. 414 Systems Interchange.

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

Reviewed by: 
Ben Dreiling
Director of Construction


CONSENT AGENDA ITEM

#27

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: October 22, 2016

RE: Authorization to Execute Cooperative Purchase (Piggyback) Agreement with
Convergint Technologies for Systemwide Monitoring, Maintenance and Repair of
Building Security Systems
Contract No. 001265

Board authorization is requested to execute an Agreement with Convergint Technologies in a not to exceed amount of \$482,150.00 for three years, to provide systemwide monitoring, maintenance and repair of the building security systems at all CFX Plazas and the Headquarters' Building. Services will be provided on a 24 hours a day, seven days a week, 52 weeks a year basis.

This will be cooperative purchase (piggyback) agreement based on a contract between Convergint and The Cooperative Purchasing Network (TCPN) Contract #R5167-FL-12051, which will allow us to take advantage of the favorable rates already negotiated under that contract.

This project is included in the OM&A Budget.

Reviewed by: 
Claude Miller
Director of Maintenance



8351 Parkline Blvd, Orlando, Florida 32809
Phone 407-672-0395 Mobile 407-595-7109
richard.kuhn@convergent.com

October 20, 2016

CFX - Central Florida Expressway
Headquarters
4974 Orl Tower Rd Orlando, Florida 32807
Attention: Aneth Williams

Quotation: RK01017945P
RFP#:
License/Cert

Reference: Access System Maintenance 2017-2020
TCPN # R5167-FL-12051

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

- Provide Maintenance on the Access System as installed October 15th , 2016 and reflected in the Sites of Coverage Designation
 - Any additions to the Access System during the term of coverage would be supported under separate project Warranty or as an addendum to the coverage of this original contract
- Term of Coverage Proposed 2017 – 2020 (Exact Start and End dates TBD)

SITES OF COVERAGE

- HQ ORL TOWER ROAD
- COLONIAL ON RAMP
- COLONIAL OFF RAMP
- UNIVERSITY ON RAMP
- UNIVERSITY OFF RAMP
- OBT 417 ON RAMP
- OBT 417 OFF RAMP
- INNOVATION WAY ON RAMP
- INNOVATION WAY OFF RAMP
- LAKE NONA ON RAMP
- LAKE NONA OFF RAMP
- LANDSTAR ON RAMP
- LANDSTAR OFF RAMP
- LEE VISTA ON RAMP
- LEE VISTA OFF RAMP
- MOSS PARK ON RAMP
- MOSS PARK OFF RAMP
- NARCOOSSEE ON RAMP
- NARCOOSSEE OFF RAMP
- P#001 UNIVERSITY MAIN
- P#001 BOGGY CREEK MAIN
- BOGGY CREEK ON RAMP
- BOGGY CREEK OFF RAMP
- P#07 68 WEST ON RAMP
- P#015 DEAN MAIN
- P#016 DEAN ON RAMP
- P#017 DEAN OFF RAMP
- P#018 ROUSE ON RAMP
- P#019 ROUSE OFF RAMP
- P#020 HIAWASSEE MAIN
- P#021 HIAWASSEE ON RAMP
- P#022 HIAWASSEE OFF RAMP

- P#028 CURRY FORD MAIN
- CURRY FORD ON RAMP
- CURRY FORD OFF RAMP
- P#031 JOHN YOUNG MAIN
- JOHN YOUNG ON RAMP
- JOHN YOUNG OFF RAMP
- P#45 ICP OFF RAMP
- P#046 ICP ON RAMP
- P#049 GOLDENROD MAIN
- P#114N DALLAS MAIN
- P#114N DALLAS EB MAIN
- DALLAS ON RAMP
- P#116 Dallas OFF Ramp
- P#067 MAIN
- P#069 WEST RD OFF RAMP
- P#070 SR438 ON RAMP
- P#071 SR438 OFF RAMP
- P#075E INDEPENDENCE MAIN E
- P#075W INDEPENDENCE MAIN W
- P#076 CR 535 ON RAMP
- P#077 CR 535 OFF RAMP
- P#078 INDEPENDENCE ON RAMP
- P#079 INDEPENDENCE OFF RAMP
- P#082 PINEHILLS MAIN N
- P#082S PINEHILLS MAIN
- P#085 JOHNYOUNG 408 ON RAMP
- P#086 JYOUNG 408 OFF RAMP
- P#083 OWG ON RAMP
- P#084 OWG OFF RAMP
- P#087 OBT 408 ON RAMP
- P#088 OBT 408 OFF RAMP
- P#089 MILLS 408 OFF RAMP
- P#090 GOOD HOMES ON RAMP
- P#091 GOOD HOMES OFF RAMP
- P#092 CONWAY WB MAIN
- P#93 CONWAY ON RAMP
- P#093 CONWAY OFF RAMP
- P#095 SEMORAM WB OFF RAMP
- P#096 SEMORAM EB ON RAMP
- P#096 SEMORAM EB OFF RAMP
- P#098 BUMBY ON RAMP

- P#100 BUMBY OFF RAMP
- P#0101 CORAL HILLS WB MAIN
- P#0101 CORAL HILLS EB MAIN
- P#102 KEEN RD ON RAMP
- P#103 KEEN RD OFF RAMP
- P#104 HIAWASSEE 414 ON RAMP
- P#105 HIAWASSEE 414 OFF RAMP
- P#118 SR437A ON RAMP
- P#118 SR437A OFF RAMP

DEVICES COVERED

- **CARD READERS**

MANUFACTURER	TYPE	QUANTITY
allegion / aptiQ	MTK15	2
HID	PROXPRO / 5355AGK00	279
IEI	212i	48
GE	TRANSITION / 430211003	123

- Device listed above are counts provided through PMI data
- Proposed replacements for device failure in 3 Year Coverage Period are listed in Materials Breakdown
- (84) ProxPro Readers or (28) estimated replacements per year out of the total (279) card readers installed
- (6) IEI / 212i Keypads or (2) estimated replacements per year out of the total (48) installed
- (45) GE Transition Readers or (15) estimated replacements per year out of the total (123) card readers installed
- Any # of device replacements required above these estimates would be covered as an addendum or separate project with the cost established on this contract

- **ACCESS CONTROLLERS**

MANUFACTURER	TYPE	QUANTITY
LENEL	LNL-500	51
LENEL	LNL-1000	2
LENEL	LNL-2210	8
LENEL	LNL-2220	24
LENEL	LNL-3300	6

- LNL-500 / LNL-1000 controllers above have been noted as out of support and would need to be replaced as separate projects outside of this maintenance contract should they fail during the coverage period
- Device listed above are counts provided through PMI data or the Lenel Hardware Tree

- Proposed replacements for device failure in 3 Year Coverage Period are listed in Materials Breakdown
- (3) LNL-2210 Controllers are proposed as a replacement for any LNL-500 that might need replacement depending on the size of the location to be covered. *** LNL-2210 is a proposed replacement for any LNL-500 that might need replacement depending on the size of the location to be covered
- (15) LNL-2220 Controllers or (5) estimated replacements per year out of the total (51) LNL-500 & (24) LNL-2220 Controllers installed *** LNL-2220 is a proposed replacement for any LNL-500 that might need replacement depending on the size of the location to be covered
- (15) LNL-3300 Controllers or (5) estimated replacements per year out of the total (51) LNL-500 & (6) LNL-3300 Controllers installed *** LNL-3300 is a proposed replacement for any LNL-500 that might need replacement depending on the size of the location to be covered
- Any # of device replacements required above these estimates would be covered as an addendum or separate project with the cost established on this

● **RTE DEVICES**

MANUFACTURER	TYPE	QUANTITY
VARIOUS	VARIOUS & DS160	342

- (90) DS160 RTE Motions or (30) estimated replacements per year out of the total (342) Various RTE Devices installed. DS160 is a designated replacement for failures of various RTE devices types installed.
- Any # of device replacements required above these estimates would be covered as an addendum or separate project with the cost established on this

● **CONTACTS**

MANUFACTURER	TYPE	QUANTITY
VARIOUS	MIX OF SURFACE, RECESSED, ARMORED CABLE TYPE	375

- (60) Sentrol Recessed Contacts or (20) estimated replacements per year out of the total (374) Recessed / Surface Mounted Contacts installed
- (1) Sentrol Armored Cable Contact estimated replacement for 3 year period
- Any # of device replacements required above these estimates would be covered as an addendum or separate project with the cost established on this

- **ONE Preventative Maintenance Inspection would be performed at the listed sites per year**
- Deficiency Reports would be created and provided for CFX Maintenance Contract Contact
- Devices that are not repairable or deemed as End of Support by the Manufacturer would be noted and a CFX approved method of replacement would be coordinated with cost provided under separate project(s) from the Maintenance Contract.

- Deficiency Reports provided through Building Reports Implementation. CFX Contact will have Online Portal Access to All CFX Facilities Data created / tracked through the PMI Process
- Estimated Device # Covered to receive Barcodes is 1500 (Card Readers, Controllers, Power Supplies, RTE Devices, Temp Sensors, Keypads, Control Panels, etc.)
- **HQ Security System and Temperature Device Monitoring is included for the 3 Year Coverage Period**
- **Convergent iCare Executive Level Online Service Call Tracking is included for the Coverage Period**
 - Current Service Call Status / Work Order History / Service Metric information
- **(2787) Service Specialist(s) Hours are proposed for the (3) year coverage period or (929) Hours per year to provide the Services for the Maintenance Contract**
 - Standard and Emergency Maintenance of the Access, Security, Temp Sensors as installed
 - Yearly Preventative Maintenance Inspection x 3

Materials

Line	Qty	Part	Description	Manufacturer
1	ACCESS CONTROLLERS			
2	3.00	LNL-2210	Intelligent Single Door Controller – PoE or 12 VDC @ 900mA, size (5.5" (140mm) W x 2.75" (70mm) L x 0.96" (24mm) H, (rechargeable battery) 6 MB standard cardholder flash memory, 50,000 of Event memory, maximum of one door, two readers (entry and exit reader , On-board PoE Ethernet, two inputs (supervised/unsupervised), two outputs (NO/NC), power fault input and cabinet tamper monitors. Reader power 12VDC@ 650mA max, RoHS, CE, and UL 294 certified.	Lenel
3	15.00	LNL-2220	Intelligent Dual Reader Controller – 12 or 24 VDC @ 700mA, size (6" (152mm) W x 8" (203mm) L x 1" (25mm)H), (5 year lithium battery or 3 months full run) 6 MB standard cardholder flash memory, 50,000 of Event memory, maximum of 32 devices, On-board Ethernet, on-board two door control, eight inputs, four outputs, cabinet tamper and power fault input monitors. RoHS, CE, C-Tick and UL 294	Lenel
4	15.00	LNL-3300	Intelligent System Controller – 12 or 24 VDC @300mA,size (5 in.(127mm) Wx6 in.(152.4mm) L x1 in.(25mm) H), (5 yr lithium battery or 3 months full run) 15 MB standard cardholder flash memory, 50,000 Event memory, maximum of 64 devices, On-board Ethernet, Dual Path capability, cabinet tamper and power fault input monitors. RoHS, CE, C-Tick and UL294	Lenel
5	CARD READERS / KEYPADS			

Line	Qty	Part	Description	Manufacturer
6	45.00	430211003	Model T-525SW reader, black, 12-key keypad, single-width USA electrical box mount, S-F/2F and Wiegand communications, with pigtail. Reads GE proximity, Mifare (ISO14443A) and Vicinity (ISO15693), HID proximity & Corp 1000	Interlogix
7	84.00	5355AGK00	ProxPro proximity reader w/keypad, 12-VDC, Wiegand output, charcoal	Interlogix
8	6.00	212i	Indoor Keypad - 120 Users - Relay Output	IEI
9	RTE DEVICES			
10	90.00	DS160	Request to Exit Motion	BOSCH
11	CONTACTS			
12	60.00	1078CW-M	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Wide Gap, Brown, 3/4" Gap Size	Interlogix
13	1.00	2205AU-L	Overhead Door Extra Heavy Duty Floor Mount Contact w/Universal Magnet, Closed Loop, Aluminum Bar Stock. 3" Gap Size. 3' Stainless Steel Armored Cable	Interlogix

Total Project Price	\$	482,150.00
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Clarifications and Exclusion

1. The Majority of the work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Permits or associated fees are not included.
3. Proposal includes applicable use tax unless otherwise noted.
4. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
5. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Material (listed in the BOM)	

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridal Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Mounting/Termination of Proposed Devices	On-Site Lockable Storage Facility
One-Year Warranty on Labor	One-Year Warranty on Parts
Operations & Maintenance Manuals	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	

Total Project Investment:

\$ 482,150.00

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Richard Kuhn

Convergent Technologies
Richard Kuhn

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Aneth Williams

Customer Name (Printed)

October 20, 2016

Date

Authorized Signature

Title



Convergint Technologies

VENDOR WEBSITE

Show menu

**Competitively solicited and publicly awarded by: Region 4 Education Service
Center**

Contract #R5167

Contract Term: May 25, 2012 through June 30, 2017

Contract Highlights:

- Fire Alarm and Life Safety
- Sound Systems and Communications
- Security – Access Control, CCTV, and Alarm Systems
- Healthcare Technologies
- Building Automation

National IPA is pleased to offer the following solutions with Convergent Technologies:

- Security Services (Contract #R5167 awarded by Region 4 Education Service Center)
- Facility Technology Integration (Contract #R5193 awarded by Region 4 Education Service Center)

Contract details available in tabs to the left.

About Convergent Technologies



Electronic Security



Building Automation



Fire Alarm & Safety

Convergent Technologies is a service-based North American integrator of Electronic Security, Fire Alarm and Life Safety, Healthcare Technologies, Communications and Building Automation. We provide professional services that seamlessly combine both our systems and enterprise integration skills to integrate disparate facility systems to meet customer's evolving business requirements.

From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergent Technologies. Our promise and our number one objective, is to be our customers' best service provider.



December 21, 2015

Mr. Ben Neikirk
Vice President
Convergent Technologies, LLC
1420 N. Sam Houston Parkway East, Suite 190
Houston, Texas 77032

Re: Renewal of Contract # R5167

Dear Mr. Neikirk:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on December 15, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that Convergent Technologies, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 1 2012, and subsequent performance thereafter:

Contract

Security Services

The contract will expire on June 30, 2017, completing the fifth and final year of a five-year term contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Convergent Technologies, Inc. and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions or concerns, please feel free to contact me at 713.554.0460.

Sincerely,

A handwritten signature in cursive script that reads "Deborah Bushnell".

Deborah Bushnell, CTSBO
Contracts/Compliance Manager

LEGAL DESCRIPTION

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 674.56 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 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 THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


 RUSSELL J. MARKS, PSM NO. 5623

9/4/2014
 DATE

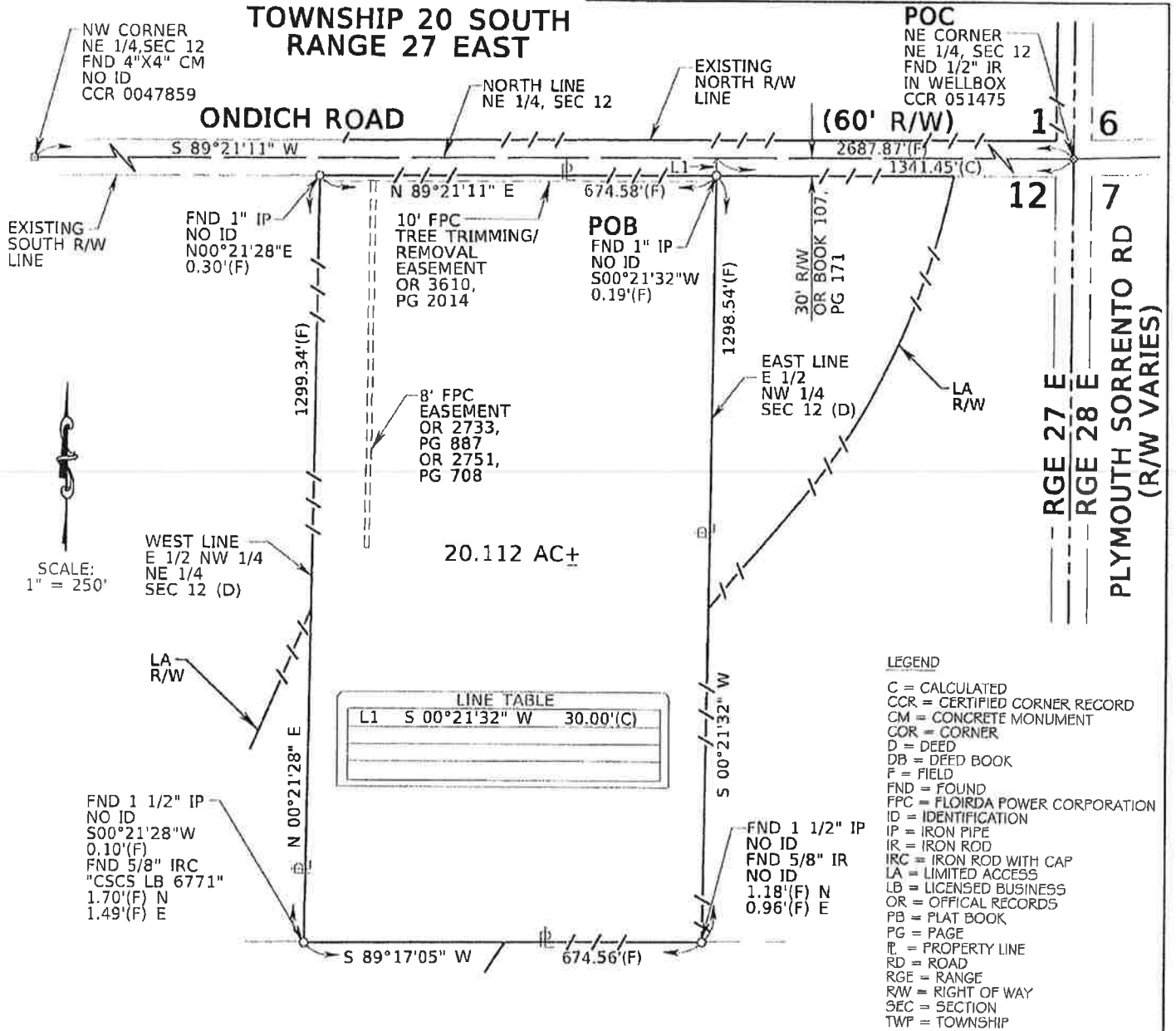
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 9/03/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL 24 I
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

TOWNSHIP 20 SOUTH RANGE 27 EAST



LINE TABLE	
L1	S 00°21'32" W 30.00'(C)

- LEGEND**
- C = CALCULATED
 - CCR = CERTIFIED CORNER RECORD
 - CM = CONCRETE MONUMENT
 - COR = CORNER
 - D = DEED
 - DB = DEED BOOK
 - F = FIELD
 - FND = FOUND
 - FPC = FLORIDA POWER CORPORATION
 - ID = IDENTIFICATION
 - IP = IRON PIPE
 - IR = IRON ROD
 - IRC = IRON ROD WITH CAP
 - LA = LIMITED ACCESS
 - LB = LICENSED BUSINESS
 - OR = OFFICIAL RECORDS
 - PB = PLAT BOOK
 - PG = PAGE
 - PL = PROPERTY LINE
 - RD = ROAD
 - RGE = RANGE
 - R/W = RIGHT OF WAY
 - SEC = SECTION
 - TWP = TOWNSHIP

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 5, 2012, FILE NO. 2037-2056961 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 9/03/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OCEA PROJECT NO: 429-204		SHEET: 2 OF 2

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



1. LOOKING EAST AT THE FRONTAGE ALONG ONDICH ROAD



2. LOOKING SOUTH AT THE ACCESS ROAD FROM ONDICH ROAD

Photographs Taken By:
David K. Hall
July 1, 2015

EXHIBIT "B"

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



3. LOOKING SOUTHEAST AT THE RESIDENCE



4. LOOKING NORTHEAST AT THE RESIDENCE

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



5. INTERIOR VIEW



6. INTERIOR VIEW

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



7. INTERIOR VIEW



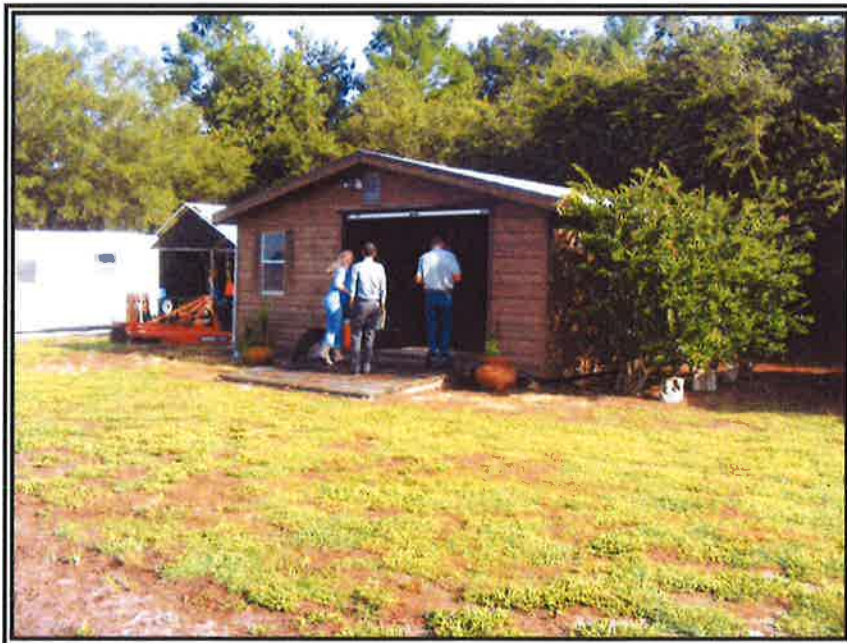
8. LOOKING WEST AT THE POOL

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



9. LOOKING NORTHWEST AT THE LARGE SHED



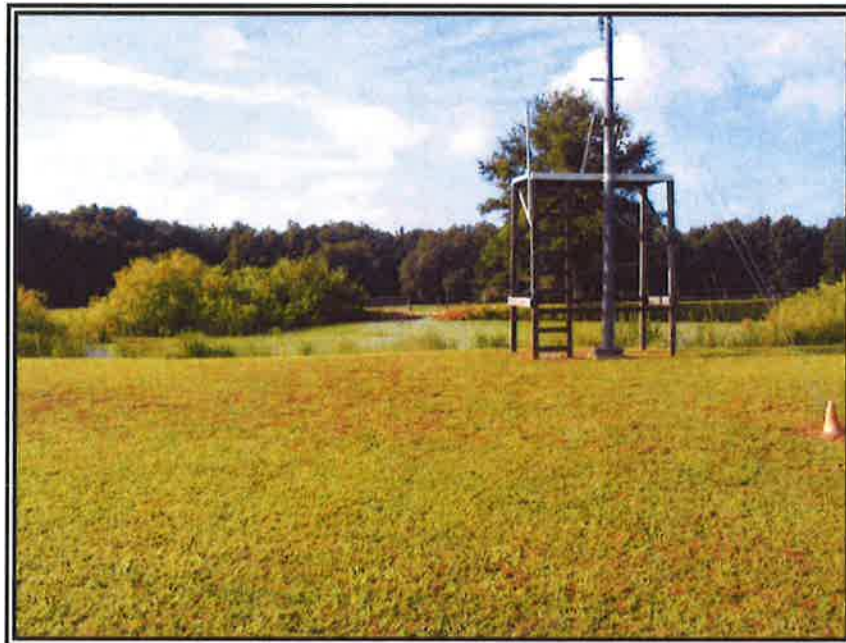
10. LOOKING NORTHWEST AT A SHED

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



11. LOOKING NORTHEAST AT SOME OF THE SHEDS



12. LOOKING SOUTH AT THE ZIP LINE

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 241**



13. LOOKING SOUTH AT THE CORRAL



14. LOOKING WEST AT THE SHEDS AND HORSE FEEDING STABLE

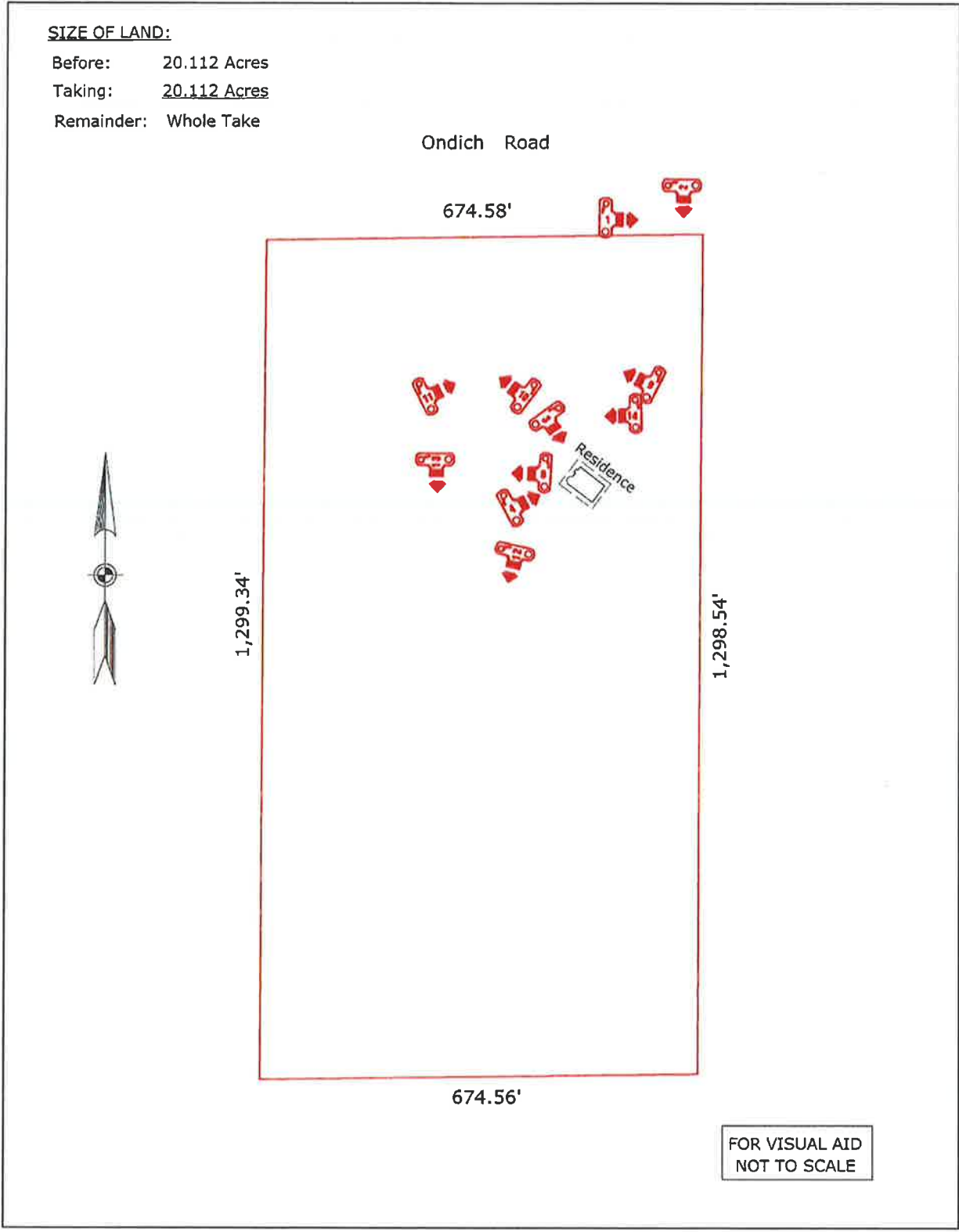
Photographs Taken By:
Craig S. Adams
July 21, 2014

SIZE OF LAND:

Before: 20.112 Acres

Taking: 20.112 Acres

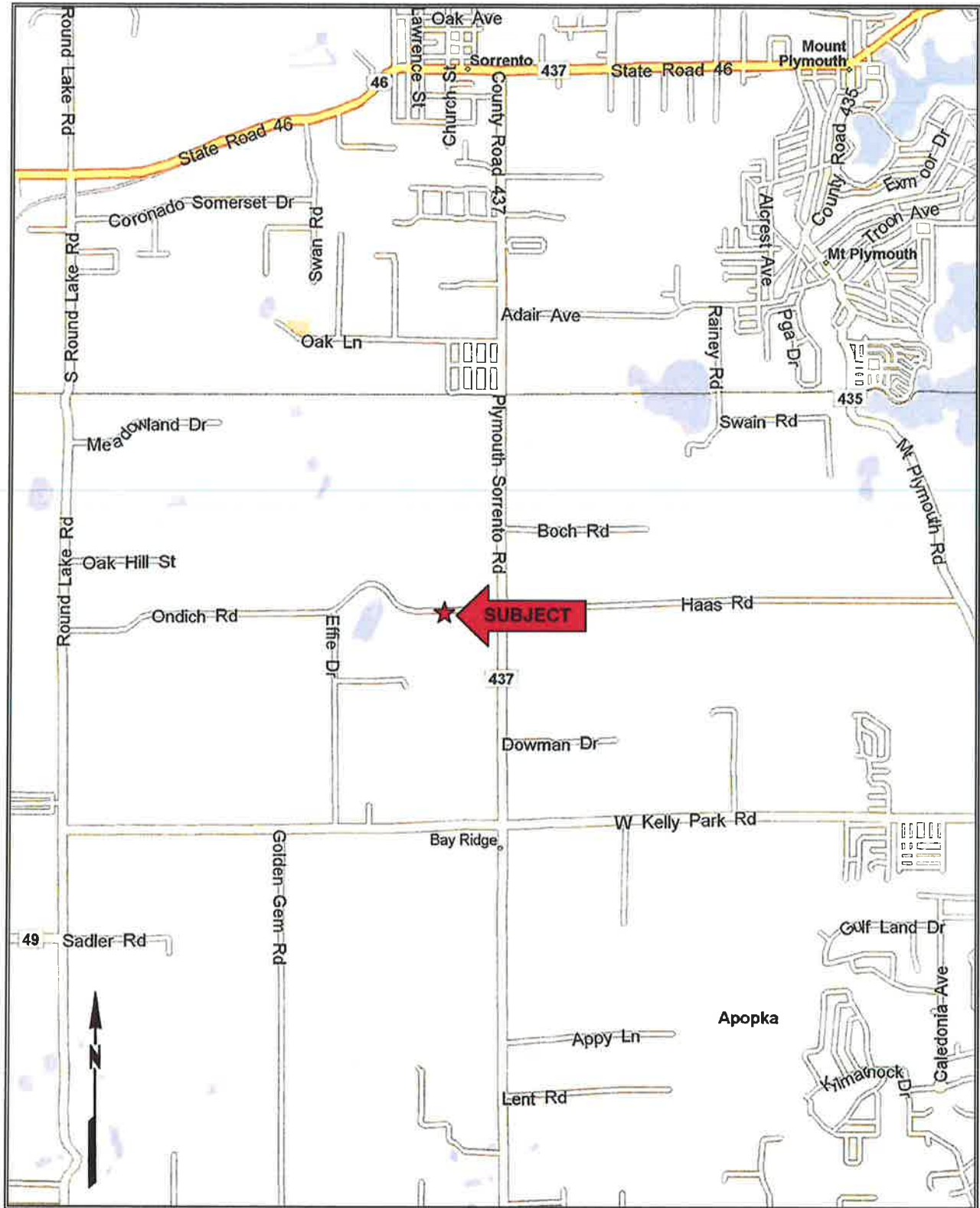
Remainder: Whole Take



**PARCEL SKETCH
PARCEL 241**



**AERIAL PHOTO
PARCEL 241**




**SUBJECT LOCATION MAP
PARCEL 241**

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members
FROM: Michael Carlisle, Director of Accounting and Finance
DATE: October 21, 2016 
RE: September 2016 Financial Reports

Attached please find the September 2016 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING SEPTEMBER 30, 2016 AND YEAR-TO-DATE**

	<u>FY 17 MONTH ACTUAL</u>	<u>FY 17 MONTH BUDGET</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 YEAR-TO-DATE BUDGET</u>	<u>FY 17 YEAR-TO-DATE VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>	<u>FY 16 - 17 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS	\$ 31,828,776	\$ 29,420,285	\$ 97,452,467	\$ 90,093,910	\$ 7,358,557	8.2%	10.3%
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,486,660	904,125	4,271,274	2,469,070	1,802,204	73.0%	44.6%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	500,203	444,693	1,332,907	1,114,470	218,438	19.6%	-7.4%
TRANSPONDER SALES	16,304	40,731	52,523	122,192	(69,669)	-57.0%	325.1%
OTHER OPERATING	121,612	125,656	263,588	257,881	5,707	2.2%	-16.7%
INTEREST	306,347	210,105	1,179,048	876,980	302,068	34.4%	83.2%
MISCELLANEOUS	91,653	82,624	270,585	260,441	10,144	3.9%	-18.6%
TOTAL REVENUES	34,351,556	31,228,219	104,822,392	95,194,944	9,627,449	10.1%	11.4%
O M & A EXPENSES							
OPERATIONS	3,692,223	4,080,109	8,222,231	8,504,654	282,423	3.3%	4.6%
MAINTENANCE	459,735	494,502	1,456,839	1,465,622	8,783	0.6%	34.4%
ADMINISTRATION	563,302	607,892	1,403,056	1,631,482	228,426	14.0%	-4.0%
OTHER OPERATING	29,079	190,643	612,684	857,893	245,209	28.8%	822.7%
TOTAL O M & A EXPENSES	4,744,339	5,373,146	11,694,810	12,459,650	764,841	6.1%	11.7%
NET REVENUES BEFORE DEBT SERVICE	29,607,217	25,855,073	93,127,583	82,735,293	10,392,289	12.6%	11.4%
COMBINED NET DEBT SERVICE	14,354,057	14,393,703	42,946,365	43,194,139	247,774	0.6%	20.7%
NET REVENUES AFTER DEBT SERVICE	\$ 15,253,160	\$ 11,461,370	\$ 50,181,218	\$ 39,541,155	\$ 10,640,063	26.9%	4.5%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2017
FOR THE MONTH ENDING SEPTEMBER 30, 2016 AND YEAR-TO-DATE**

	<u>FY 2017 ACTUAL</u>	<u>FY 2017 BUDGET</u>	<u>VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 8,222,231	\$ 8,504,654	\$ 282,423	3.3%
Maintenance	1,456,839	1,465,622	8,783	0.6%
Administration	1,403,056	1,631,482	228,426	14.0%
Other Operating	<u>612,684</u>	<u>857,893</u>	<u>245,209</u>	<u>28.6%</u>
Total O M & A	\$ 11,694,810	\$ 12,459,650	\$ 764,841	6.1%
 Capital Expenditures				
Operations	\$ 8,520	\$ 75,243	66,723	88.7%
Maintenance	-	1,250	1,250	100.0%
Administration	<u>-</u>	<u>19,375</u>	<u>19,375</u>	<u>100.0%</u>
Total Capital Expenditures	\$ 8,520	\$ 95,868	\$ 87,348	91.1%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Three Months Ending September 30, 2016**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	113,712	123,321	9,610	7.79%
Image Review	854,771	855,312	541	0.06%
Special Projects	32,258	43,741	11,483	26.25%
Information Technology	620,587	678,502	57,915	8.54%
E-PASS Service Center	2,711,211	2,698,375	(12,836)	-0.48%
Public Outreach/Education	234,322	343,832	109,509	31.85%
Subtotal CFX	4,566,861	4,743,083	176,222	3.72%
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	276,168	310,101	33,933	10.94%
Airport Plaza	0	0	0	0.00%
Dallas Plaza	216,628	230,522	13,894	6.03%
East-West Expressway (SR 408)				
Man Plaza	257,897	274,420	16,524	6.02%
Conway Main Plaza	453,762	449,032	(4,730)	-1.05%
Pine Hills Plaza	325,491	334,086	8,596	2.57%
Hiawassee Plaza	259,849	283,038	23,189	8.19%
Western Expressway (SR 429)				
Independence Plaza	261,784	265,598	3,815	1.44%
Forest Lake Plaza	257,222	284,738	27,515	9.66%
Ponkan Plaza	0	0	0	0.00%
Greenway Expressway (SR 417)				
University Plaza	248,558	270,033	21,475	7.95%
Curry Ford Plaza	245,153	258,916	13,763	5.32%
Boggy Creek Plaza	304,508	297,982	(6,526)	-2.19%
John Young Plaza	278,708	283,783	5,075	1.79%
John Land Apopka (SR 414)				
Coral Hills Plaza	278,163	294,565	16,402	5.57%
Subtotal Toll Facilities	3,663,890	3,836,815	172,925	4.51%
Total Operations Expenses	8,230,751	8,579,897	349,147	4.07%

**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Three Months Ending September 30, 2016**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	410,544	398,630	(11,914)	-2.99%
Expressway Operations	304,949	258,146	(46,803)	-18.13%
Routine Maintenance	741,346	810,095	68,750	8.49%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	1,456,839	1,466,872	10,033	0.68%

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Three Months Ending September 30, 2016**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	169,654	128,125	(41,529)	-32.41%
Administrative Services	464,413	505,172	40,759	8.07%
Communications	108,826	143,281	34,455	24.05%
Human Resources	35,870	74,462	38,592	51.83%
Supplier Diversity	41,992	38,688	(3,304)	-8.54%
Accounting	269,049	329,939	60,890	18.45%
Records Management	75,951	61,055	(14,896)	-24.40%
Construction Administration	12,254	22,465	10,211	45.45%
Procurement	92,097	107,734	15,638	14.51%
Legal	113,718	168,713	54,996	32.60%
Internal Audit	0	50,648	50,648	100.00%
525 Magnolia	7,028	7,507	480	6.39%
Plans Production	12,206	13,068	863	6.60%
Grand Total Expenses	<u><u>1,403,056</u></u>	<u><u>1,650,857</u></u>	<u><u>247,801</u></u>	<u><u>15.01%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2016 AND YEAR-TO-DATE**

	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 97,452,467	\$ 90,093,910	\$ 7,358,557	\$ 88,359,127	\$ 80,155,836	\$ 8,203,291	\$ (844,734)
TOLLS COLLECTED VIA UTM'S AND PBP'S	4,271,274	2,469,070	1,802,204	2,954,624	1,838,330	1,116,294	885,910
FEES COLLECTED VIA UTM/UTC'S AND PBP'S	1,332,907	1,114,470	218,438	1,438,809	1,063,264	375,545	(157,107)
TRANSPONDER SALES	52,523	122,192	(69,669)	12,354	14,986	(2,632)	(67,037)
OTHER OPERATING	263,588	257,881	5,707	316,369	428,691	(112,322)	118,029
INTEREST	1,179,048	876,980	302,068	643,600	491,837	151,763	150,305
MISCELLANEOUS	270,585	260,441	10,144	332,532	251,427	81,105	(70,961)
TOTAL REVENUES	104,822,392	95,194,944	9,627,449	94,057,415	84,244,371	9,813,044	(185,595)
O M & A EXPENSES							
OPERATIONS	8,222,231	8,504,654	282,423	7,858,666	8,552,707	694,041	(411,618)
MAINTENANCE	1,456,839	1,465,622	8,783	1,084,269	2,166,115	1,081,846	(1,073,063)
ADMINISTRATION	1,403,056	1,631,482	228,426	1,461,245	1,448,199	(13,046)	241,472
OTHER OPERATING	612,684	857,893	245,209	66,404	222,978	156,574	88,635
TOTAL O M & A EXPENSES	11,694,810	12,459,650	764,841	10,470,584	12,389,999	1,919,415	(1,154,574)
NET REVENUES BEFORE DEBT SERVICE	93,127,583	82,735,293	10,392,289	83,586,831	71,854,373	11,732,458	(1,340,169)
COMBINED NET DEBT SERVICE	42,946,365	43,194,139	247,774	35,584,336	35,716,435	(132,099)	379,873
NET REVENUES AFTER DEBT SERVICE	\$ 50,181,218	\$ 39,541,155	\$ 10,640,063	\$ 48,002,495	\$ 36,137,938	\$ 11,864,557	\$ (1,224,494)

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, should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2016 AND YEAR-TO-DATE

	FY 17 MONTH ACTUAL	FY 16 MONTH ACTUAL	FY 16 - 17 SAME MONTH COMPARISON	FY 17 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE ACTUAL	FY 16 - 17 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 31,828,776	\$ 28,866,429	\$ 2,962,347	\$ 97,452,467	\$ 88,359,127	\$ 9,093,340
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,486,660	1,081,926	404,734	4,271,274	2,954,624	1,316,650
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	500,203	563,248	(63,045)	1,332,907	1,438,809	(105,902)
TRANSPONDER SALES	16,304	4,274	12,030	52,523	12,354	40,169
OTHER OPERATING	121,612	153,975	(32,363)	263,588	316,369	(52,781)
INTEREST	306,347	293,679	12,668	1,179,048	643,600	535,448
MISCELLANEOUS	91,653	161,270	(69,617)	270,585	332,532	(61,947)
TOTAL REVENUES	34,351,556	31,124,801	3,226,755	104,822,392	94,057,415	10,764,977
O M & A EXPENSES						
OPERATIONS	3,692,223	3,668,151	24,072	8,222,231	7,858,666	363,565
MAINTENANCE	459,735	329,267	130,468	1,456,839	1,084,269	372,570
ADMINISTRATION	563,302	552,669	10,633	1,403,056	1,461,245	(58,189)
OTHER OPERATING	29,079	66,397	(37,318)	612,684	66,404	546,280
TOTAL O M & A EXPENSES	4,744,339	4,616,484	127,855	11,694,810	10,470,584	1,224,226
NET REVENUES BEFORE DEBT SERVICE	29,607,217	26,508,318	3,098,899	93,127,583	83,586,831	9,540,752
COMBINED NET DEBT SERVICE	14,354,057	11,884,388	2,469,669	42,946,365	35,584,336	7,362,029
NET REVENUES AFTER DEBT SERVICE	\$ 15,253,160	\$ 14,623,930	\$ 629,230	\$ 50,181,218	\$ 48,002,495	\$ 2,178,723

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report November, 2016

The September Performance Dashboard is attached for your review. The SR 417 resurfacing project from I-Drive to Moss Park Road is still slightly behind their original schedule. The Contractor (Ranger Construction) has been making consistent progress on the resurfacing. Contract time for this project now expires in April of 2017. Given Ranger's progress to date, past performance and expressed plan for project completion, along with contract specified relief for weather, staff is expecting this project to be completed within the allotted contract time.

Tolls were suspended on the Beachline from 1:15 PM on 10/5/16 until 12:30 AM on 10/10/16 due to Hurricane Matthew. All other roads had tolls suspended from 8:00 PM on 10/5/16 until 12:30 AM on 10/10/16. The toll suspension had an estimated impact of \$2,838,000.

CFX Annual Financial Statements will be completed this month and presented to the Board on January 12, 2017.

CFX participated in a series of workshops with the Florida Transportation Commission to update the Toll Agency and Transit Agency performance measures. A summary of the proposed toll agency measures is attached.

CFX staff participated in a light rail stakeholder meeting at the Orlando International Airport to discuss a light rail connection from OIA to the Convention Center on October 31, 2016.

CFX hosted the transportation meeting for Leadership Orlando Class of 92 on November 3, 2016.

The International Roadway Federation Delegation will be meeting with CFX on November 8, 2016 to discuss best practices and tour our facilities.

A meeting is scheduled with FDOT staff to discuss the assignment of the SR 408 Extension contract with Metric Engineering on Wednesday, November 9, 2016.

The CFX Headquarters Building held their first Chili Cook-off on October 26, 2016. The event raised \$620 for the Second Harvest Food Bank of Central Florida.

COMMUNITY EVENTS/MEETINGS

CFX staff participated in the following events/meetings:

University of Central Florida, Florida State University and University of Florida

Collegiate E-PASS Sticker Promotions - 10/15

Calle Orange (E-PASS Promotions) - 10/23

Estates of Wekiva Park HOA Presentation (Wekiva Parkway) – 10/24

I-4 Ultimate Communications Team Meeting - 10/26
Mount Dora Fall Craft Festival – 10/22 & 10/23
Leadership Orlando - 11/3
Supplier Diversity Exchange with Florida Office of Supplier Diversity – 11/3
Ocoee Founders Day - 11/4 & 11/5
Fall Fiesta in the Park - 11/5 & 11/6
Waterman Village HOA Presentation (Wekiva Parkway) – 11/8
Rivercrest HOA Presentation (Wekiva Parkway) – 11/9
National Institute of Government Procurement Professionals
Reverse Trade Show – 11/10

CUSTOMER SERVICE

	Activity		Wait Time		
	Actual	Avg	Actual	Target	
Service Center: East	9,874	10,130	1:43	<5m	■
Service Center: West	2,685	3,224	1:41	<5m	■

SERVICE CENTER: MINUTE INTERVALS <5 ■ 5-6 ■ 6-7 ■ 7-8 ■ 8-9 ■ 9+ ■

Call Center	63,898	66,659	0:22	<1m	■
-------------	--------	--------	------	-----	--------------------------------------

CALL CENTER: % MINUTE INTERVALS <1 ■ 1-2 ■ 2-3 ■ 3-4 ■ 4-5 ■ 5+ ■



AVERAGE SPEED: PEAK DIRECTION

	mph	AM Peak (6-9)	PM Peak (4-7)
		Avg mph	Avg mph
SR 408 W. SR 50 to E. SR 50	55-65	51 ■	53 ■
SR 417 Int'l Dr. to Seminole Co. Line	55-70	65 ■	62 ■
SR 528 Sand Lake Rd. to SR 520	70	65 ■	63 ■
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	64 ■	64 ■

LEGEND: <10 ■ 11-20 ■ >= 21 ■

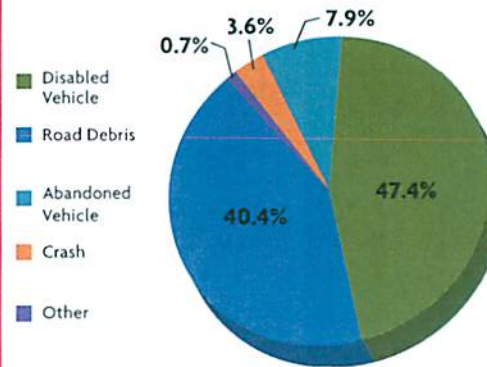
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.0	\$13.9	39%	49%	■
SR 417 Resurfacing I-Drive to Moss Park Rd.	\$18.5	\$8.9	48%	66%	■
SR 429 Systems Interchange	\$79.6	\$26.4	33%	36%	■
SR 429, US 441 to North of Ponkan Rd.	\$56.3	\$36.3	64%	70%	■
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.6	\$34.5	74%	70%	■
SR 453, Lake County Line to SR 46	\$49.4	\$11.1	23%	25%	■
SR 528/Innovation Way Interchange	\$62.5	\$9.1	15%	13%	■

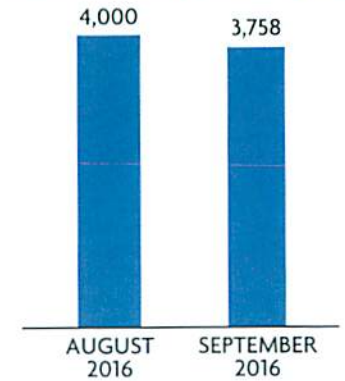
LEGEND: Spent vs. Time <10 ■ 11-20 ■ >= 21 ■

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2014 FATALITIES

1.07	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

*Per 100 Million Vehicles Miles Traveled
2010-2014 - 5 Year Average*

WRONG WAY DRIVING (WWD)

	Vehicles Detected	Turn Arounds
24* Locations	9	9

**19 new sites under construction during September.*

FINANCIALS

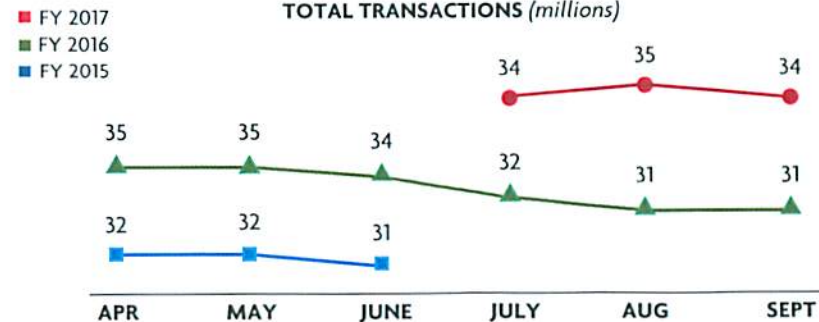
FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$104.8	\$95.2	10% ■
OM&A Expenses	\$11.7	\$12.4	6% ■
Net Revenue	\$50.2	\$39.5	27% ■

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.02	1.96 ■
Subordinate Lien	1.73	1.68 ■

TOTAL TRANSACTIONS (millions)



CUTR Summary Table
Florida Transportation Commission
Toll Performance Measures

Performance Measures	Current Objective	Recommendation	New Objective	FTC Action
SHS Roadway Maintenance Condition Rating	≥ 90	Maintain current measure and objective		
Pavement Condition Rating (% SHS lane miles rated excellent or good)	> 85%	Maintain current measure and objective		
Bridge Condition - Rating (% bridge structures rated excellent or good)	≥ 95%	Maintain current measure and objective		
Bridge Condition - Weight Restrictions (% SHS bridge structures with posted limit)	0%	Maintain current measure and objective		
Electronic Toll Collection (ETC) - Transactions (ETC transactions as % of total transactions)	> 75% by 6/30/12	Reclassify as an Operating Indicator		
Revenue Variance (Variance from indicated revenue - (without fines))	< 4%	Ensure consistency in accounting for Toll-by-Plate revenue and use 3-yr. moving avg. for reporting	Maintain <4% but report performance on a 3-yr. moving average	
Safety (fatalities per 100 million vehicle miles traveled)	> 10% below 5 yr. avg.	Reclassify as an Operating Indicator New Safety Performance Measures recommended- Outlined below	N/A	
Customer Service (% customers satisfied with level of service)	> 90%	Replace with two new Performance Measures - see below	N/A	
Consultant Contract Management (final cost % increase above original award)	< 5%	Maintain current measure and objective		
Construction Contract Adjustments - Time (% contracts completed within 20% above original contract time)	≥ 80%	Maintain current measure and objective		
Construction Contract Adjustments - Cost (% projects completed within 10% above original contract amount)	≥ 90%	Maintain current measure and objective		
Cost to Collect a Toll Transaction (total toll collection cost/# transactions (net of exclusions))	< \$0.16	Measure is outdated - maintain as an Indicator - Replace with new Performance Measure - Toll Operations cost as a % of Toll Revenue	N/A	
Annual OM&A Forecast Variance (actual operating, maintenance, and administrative to annual budget)	< 110%	Maintain current measure and objective		

Performance Measures	Current Objective	Recommendation	New Objective	FTC Action
Minority Participation (M/WBE and SBE utilization as % of total expenditures)	> 90% of goal/target established by each agency	Maintain current measure and objective		
Debt Service Coverage - Bonded/Commercial Debt ((Rev-interest)-(toll O&M expense))/commercial debt service expense)	> 1.5	Reclassify as an Operating Indicator New Debt Performance Measure below	N/A	
Debt Service Coverage - Comprehensive Debt (((Rev-interest)-(toll O&M expense))/all scheduled debt service expense)	> 1.2	Reclassify as an Operating Indicator New Debt Performance Measure below	N/A	
Debt Service Coverage - Compliance with Bonds (DCS meets minimum bond covenant requirements)	Yes	Maintain current measure and objective add new Rating measure		

Proposed Performance Measures	Proposal	Recommendation	New Objective	FTC Action
System Transportation Asset Reinvestment (STAR) (net income after all expenses but before capital contributions/toll revenue)	Turnpike Proposal	Explore over the next year - May be addressed in new Measure "Toll Operations cost as a % of Toll Revenue"		
Affordability Index (AI) (toll revenue/vehicle miles traveled)	Turnpike Proposal	Explore over the next year		
Cost per Active Account (applicable annual operational costs associated with electronic toll processing and customer account management/corresponding number of active accounts)	Turnpike Proposal	Explore over the next year - May be addressed in new Measure "Toll Operations cost as a % of Toll Revenue"		
Replace Consultant Contract Management & Construction Contract Adjustments (Time and Cost) with FDOT measures	Turnpike Proposal	Not Recommended		
Average Customer Call Wait Time Objective: greater than 90% of calls have a wait time of less than 2 minutes	CFX Proposal	Recommend adoption in lieu of customer service survey results	90% of Customer calls answered in less than 2 minutes	
Image Review Processing Time Objective: greater than 90% of images are reviewed in less than 2 weeks	CFX Proposal	Recommend adoption in lieu of customer service survey results	90% of images reviewed in less than 2 weeks	
Replace Current Safety Measure with Relevant Safety Categories MRP Safety Categories: guardrail, striping, and signing	THEA Proposal	Recommend adoption	Signing - 90 Striping - 95 Guardrail - 80 Lighting - 85	
Toll-by-Plate Billing Rate Objective: plate image capture/DMV registration match	MBBA Proposal	Addressed in Image Processing, above		

Proposed Performance Measures	Proposal	Recommendation	New Objective	FTC Action
Toll-by-Plate Collection Rate Objective: collection rate after billing	MBBA Proposal	Addressed in Image Processing, above		
Toll Operation Cost as a % of Toll Revenue Objective: Measure toll collection efficiency and revenue available for reinvestment into the system	CUTR Proposal	Recommend adoption of a Performance Measure - set Target this year or next	If adopted this year 10 - 12% is recommended - MDX may need exception or set target for 2017	
Bond Rating > Baa, BBB, BBB and no Downgrade from Previous Year Objective: Maintenance of investment grade bonds	CUTR Proposal	Recommend adoption and as a replacement for two indebtedness Performance Measures recommended to be moved to Operating Indicators	BBB - S&P BBB - Fitch No Downward Rating from Previous Year	

Proposed Operating Indicators	Proposal	Recommendation	New Objective	FTC Action
Property Acquisition - Right-of-Way (Compare categories (offers, appraisals, final settlements) on a per acre basis)	Turnpike Proposal	Adopt proposal below -	N/A	
Property Acquisition - Right-of-Way (# projects requiring ROW acquisition, # parcels needed to be acquired for projects, # parcels acquired via negotiations, # parcels acquired via condemnation, and # parcels acquired with final judgments at or less than one-half the range of values)	CFX Proposal	Adopt as proposed and begin reporting in the upcoming 2016 Performance Report	N/A	

F. 1.

WEKIVA PARKWAY CONSTRUCTION UPDATE



CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

WEKIVA PARKWAY CONSTRUCTION UPDATE



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

WEKIVA PARKWAY

5 projects under construction

- ~465 construction workers on the project on any given day
- \$271,643,087.52 under contract
- \$119,645,177.30 earned thru 10/25/16
- 44% complete



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Section 429-202 (1A)

From North of US 441 to North of Ponkan Rd.

Started: June 8, 2015

Contractor:
Prince Construction

Contract: \$56,325,741.99

Earned: \$38,325,919.80

Time: 679 calendar days

Percent Complete: 68%



CENTRAL FLORIDA EXPRESSWAY AUTHORITY



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CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Section 429-203 (1B)

From North of Ponkan Rd. to North of a New Kelly Park Road Interchange

Started: August 3, 2015

Contractor:

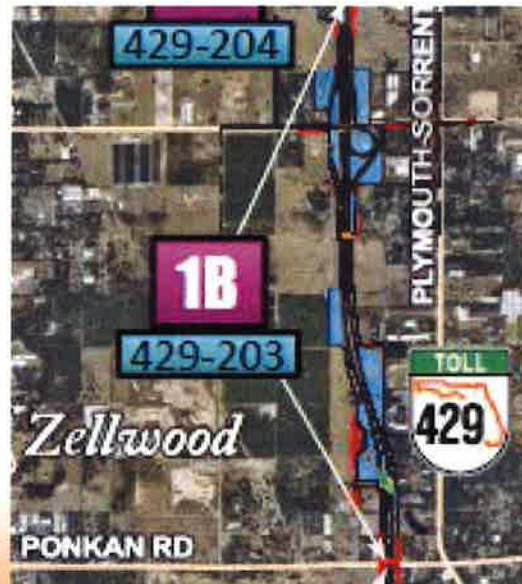
Superior Construction

Contract: \$46,499,984.12

Earned: \$35,795,197.65

Time: 600 calendar days

Percent Complete: 77%



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CENTRAL FLORIDA EXPRESSWAY AUTHORITY



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Section 429-204 (2B)

Systems Interchange extending Wekiva Parkway (SR 429) northeast toward Sanford and SR 453 toward Mount Dora

Started: January 4, 2016

Contractor:
Southland Construction

Contract: \$80,684,689.48

Earned: \$28,037,936.96

Time: 730 calendar days

Percent Complete: 35%



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Section 429-205 (2A)

Wekiva Parkway (SR 429) from the Systems Interchange east to FDOT's completed Section 4A at CR 435

Started: August 1, 2016

Contractor:
Superior Construction

Contract: \$38,650,000.00

Earned: \$4,422,342.88

Time: 570 calendar days

Percent Complete: 11%



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Section 429-206 (2C)

North-West leg of the Wekiva Parkway (SR 453) extending from the Lake County Line to SR 46 toward Mount Dora

Started: May 2, 2016

Contractor: GLF Construction

Contract: \$49,482,671.93

Earned: \$13,063,780.01

Time: 600 calendar days

Percent Complete: 26%



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When Complete, we will have:

- Excavated ~3,597,000 Cubic Yards of Earth (18 Large Cruise Ships)
- Built ~8,391,000 Cubic Yards of Embankment (42 Large Cruise Ships)
- Built ~92 Lane Miles of Roadway
- Driven ~ 40 Miles of Foundation Piles
- Built ~ 7.5 Lane Miles of New Bridges
- Planted ~ 440,000 Square Yards of Seed & Mulch (83 Football Fields)
- Placed ~ 2,280,000 Square Yards of Sod (428 Football Fields)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



WEKIVA PARKWAY CCEI & COMPLIANCE TEAMS

- **429-202:** [RK&K](#), CDM Smith, RS&H, PICS (DBE), PSI, URS, Terracon, Elipsis (DBE) AMEC, Mehta (DBE)
- **429-203:** [GAI](#), DRMP, PI Consulting (DBE), Page One, Ardaman, FGE, GPI, Mehta (DBE)
- **429-204:** [A2](#) (DBE), Figg, RK&K, DRMP, GCI (DBE), Mehta (DBE), Gannett Fleming & Page One (DBE)
- **429-205:** [KCCS](#), Elipsis (DBE), GRL, PICS (DBE), Page One (DBE) & Echezabal (DBE)
- **429-206:** [Jacobs](#), Metric, FGE, Aerial Innovations, Ardaman, Elipsis (DBE) & Mehta (DBE)
- **Corridor-Wide Compliance:** [MTN Resources](#)

WEKIVA PARKWAY OPENING PLAN

- Mid 2017: Open Wekiva Parkway from Connector Road to Kelly Park Road (Projects 429-202 & 429-203)
- Early 2018: Open remainder of CFX Wekiva Projects (429-204, 429-205 & 429-206)

F. 2.

AWARD OF CONTRACT FOR
GEC

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

General Engineering Consultant Contract

BACKGROUND

- Request for Proposals Advertised - August 28, 2016
- Responses Received - September 29, 2016
 - Atkins North America, Inc.
 - CH2M Hill, Inc.
 - Dewberry Engineers, Inc.
- Evaluation Committee Final Rankings - October 19, 2016
 - Committee:
 - Lake County Representative
 - Orange County Representative
 - Osceola County Representative
 - Seminole County Representative
 - CFX Representative

Requested Approval


Recommended Motion:

Approval to award the General Engineering Consultant (GEC) Services contract to Dewberry Engineers, Inc. for an initial five year term in the amount of \$17,500,000 with five one-year options.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 20, 2016

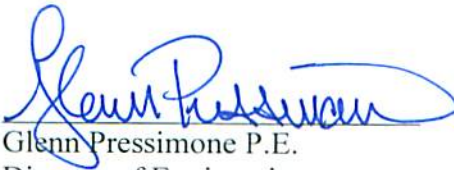
RE: Approval of Final Ranking and Authorization for Contract Award for
General Engineering Consultant (GEC) Services
Contract No. 001145

Request for Proposals were advertised for the referenced project on August 28, 2016. Responses were received from three firms by the September 29, 2016 deadline. Those firms were Atkins North America, Inc.; CH2M Hill, Inc.; and Dewberry Engineers, Inc.

After reviewing and scoring the Request for Proposals, the Evaluation Committee met on Wednesday, October 19, 2016, and prepared its final ranking of the firms. The result of that process was as follows:

<u>Firms</u>	<u>Ranking</u>
Dewberry Engineers, Inc.	1
Atkins North America, Inc.	2
CH2M Hill, Inc.	3

Board approval of the final ranking and award of contract with Dewberry Engineers, Inc., is requested. The contract will be for an initial five year term with five one-year options in the amount of \$17,500,000.00 (for the initial five year term). The contract will be task order driven with man-hours and fees negotiated for each project.

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

RFP-001145 Committee Meeting October 19, 2016 Minutes

Evaluation Committee for General Engineering Consultant Services; RFP-001145, held a duly noticed meeting on Wednesday, October 19, 2016, commencing at 1:00 p.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Glenn Pressimone, P.E., CFX Director of Engineering
Jean Jreij, P.E., Seminole County Representative
Robin Hammel, P.E., Orange County Representative

Jim Stivender, P.E., Lake County Representative
Jimmy Wells, P.E., Osceola County Representative

Other Attendees:

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

Discussion and Motions:

Robert and Aneth explained that today's meeting was to conduct presentations of the proposers, finalize the evaluation, and make a recommendation to be presented to the Board. Robert then collected the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed.

Presentations:

Robert and Aneth commenced each presentation with an outline of the presentation process. For the record it was stated the presentation portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Atkins North America, Inc.	1:13 – 1:58 p.m.
CH2M Hill, Inc.	2:09 – 2:54 p.m.
Dewberry Engineers, Inc.	3:13 – 3:59 p.m.

Upon completion of the last presentation the recorder was stopped and the meeting was considered no longer closed to the public.

Evaluation Portion:

The committee members were given the opportunity to discuss the technical and presentations prior to submitting their evaluation forms. The committee members individually scored the presentations and submitted them to Aneth for tallying. Aneth then tallied the score sheets utilizing the raw scores assigned by each committee member and averaged the raw scores for each Proposal received. Attached are the individual scoring and final scoring summaries.

The committee unanimously agrees to the ranking and recommends the Board approve the following: Enter negotiations with the top ranked firm, Dewberry Engineering, Inc., and if successful, award the contract in a not to exceed amount. If negotiations are unsuccessful, conclude negotiations with said firm and enter into negotiations with the second ranked firm, Atkins North America, Inc., and if successful, award an individual contract in a not to exceed amount. If negotiations are unsuccessful conclude negotiations.

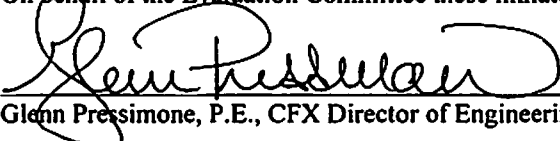
There being no further business to come before the Committee, the meeting was adjourned at 4:28 p.m. These minutes are considered to be the official minutes of the presentations and final evaluation by the Evaluation Committee at its meeting held Wednesday, October 19, 2016.

Submitted by:



Aneth Williams, CFX Director of Procurement

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



Glenn Pressimone, P.E., CFX Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

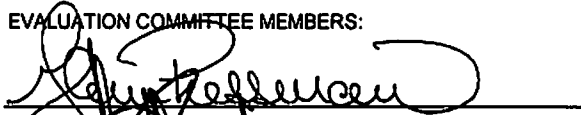
EVALUATION COMMITTEE MEMBER FINAL SUMMARY RANKING

GENERAL ENGINEERING CONSULTANT SERVICES

CONTRACT NO. 001145

CONSULTANT	Glenn Pressimone Score	Jim Stivender Score	Jean Jreij Score	Jimmy Wells Score	Robin Hammel Score	TOTAL SCORE	RANKING
Atkins North America, Inc.	2	2	2	2	2	10	2
CH2M Hill, Inc.	3	1	1	3	3	11	3
Dewberry Engineers, Inc.	1	3	3	1	1	9	1

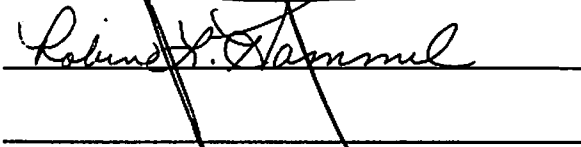
EVALUATION COMMITTEE MEMBERS:



Date: Wednesday, October 19, 2016



Date: Wednesday, October 19, 2016



Date: Wednesday, October 19, 2016

Date: Wednesday, October 19, 2016

Date: Wednesday, October 19, 2016

Exhibit "B"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
GENERAL ENGINEERING CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 10th day of November 2016, 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, which is codified in Chapter 348, Part III, Florida Statutes hereinafter called the "CFX" and DEWBERRY ENGINEERS, INC., hereinafter called "CONSULTANT", registered and authorized to conduct business in the state of Florida, whose principal address is 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803.

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain design consultant project management services for projects as identified by CFX.

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 written 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 CFX's Executive Director.

Reference herein to the Project Manager shall mean CFX's Chief of Infrastructure or authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

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

3.0 TERM OF AGREEMENT AND RENEWALS

This is a continuing services Agreement subject to CFX 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. This Agreement, at the sole discretion of CFX, may be renewed for five (5) one year terms, or portions thereof.

4.0 PROGRESS SCHEDULE

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

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 could affect the completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason for the delay and the amount of time related to the reason. CFX 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 CFX 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 CFX.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. 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 CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein,

permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

FIRM

Antillian Engineering Associates, Inc.
Ardaman & Associates, Inc.
IDA Consulting Engineers, Inc.
Montgomery Group
Omni Communications, LLC
RTD Group
Vanasse Hangen Brustlin, Inc.

AREA OF RESPONSIBILITIES

Geotechnical Services
Geotechnical Services
Structures
General Program Support/CADD/GIS
Utility Coordination
Right-of-Way Services
PD&E/Electrical/Lighting/Traffic/Signing & Pavement Marking

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement 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 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 the Agreement, 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 Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive

Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is detailed in Exhibit “___”, Scope of Services, and is best described as General Engineering Consultant Services. The services may include, but are not necessarily limited to, the following: Bond Covenant Services Support, Engineering / Design Support, Planning Support, Maintenance Program Support, General Program Support, Work Plan Support, Multimodal / Transit Support and other miscellaneous consultant project management services as requested by CFX. It should be noted that multiple project management assignments may be authorized and take place concurrently.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit “___”, Method of Compensation, attached hereto and made a part hereof. Invoices 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 design reviews performed 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) years after final payment is made. Copies of these documents and records

shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records, 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 "C", 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.

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

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs as determined in Exhibit "C". In determining the percentage of work completed, CFX shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 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 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 disputes 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 CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, 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 solely out of any act, error, omission or negligent act by CFX or any of 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 working days.

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

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from 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 CFX against any claim, suit or proceeding brought against the CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

15.0 THIRD PARTY BENEFICIARY

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

16.0 INSURANCE

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

The CONSULTANT shall require and ensure that each of its subconsultants providing

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

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

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

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

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

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

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be

provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

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

All such insurance required by the CONSULTANT shall be primary to, and not

contribute with, any insurance or self-insurance maintained by CFX.

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The proper presentation of CFX logo is of utmost importance to CFX. Any questions regarding the use of CFX logo 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 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 by reference be made a part of this Agreement 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 to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

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

20.0 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 Director for resolution.

During the term of this Agreement:

1. 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 CFX 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.

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).

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, 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.

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

Dewberry Engineers, Inc.
800 N. Magnolia Avenue, Suite 1000
Orlando, Florida 32803
Attn: Donald E. Stone, Jr., PE
Chief Executive Officer

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.

31.0 SURVIVAL OF EXPIRATION OR TERMINATION

The provisions of Sections 8, Document Ownership and Records; 14, Hold Harmless and Indemnification; and 28, Audit and Examination of Records; 30, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

32.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "C", Method of Compensation

Exhibit "D", Details of Cost and Fees

Exhibit "E", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written.

This Agreement was approved by the CFX's Board of Directors at its meeting on November 10, 2016.

DEWBERRY ENGINEERS, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

F. 3.

S.R. 408 EASTERN EXTENSION

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 4.

**AWARD OF CONTRACT FOR
RELOAD LANE PROGRAM
EXPANSION**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Reload...

RELOAD: Pilot Program Progress

CENTRAL
FLORIDA
EXTRA-PASSWAY
AUTHORITY

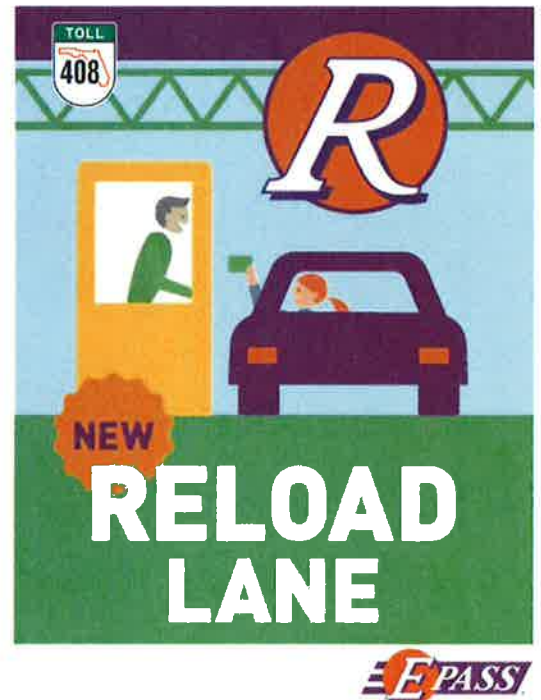
In-lane, drive-up customer service program is first of its kind in the continental United States

ABOUT

- Drive-thru customer service lanes to reload E-PASS accounts or get a FREE E-PASS
- Currently at the SR 408 Conway Toll Plaza
- Launched Wednesday, May 11
- Reload lane open 7 days a week, 6am – 8pm
- Staffed by URS contract

BENEFITS

- Customer convenience
- Additional payment options
- Faster way to get a FREE E-Pass



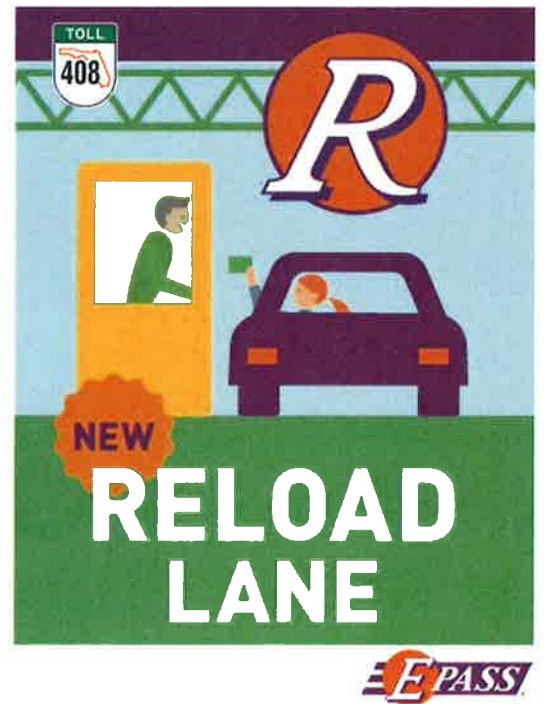


RELOAD: Pilot Program Progress

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

In-lane, drive-up customer service program is first of its kind in the continental United States

VIDEO

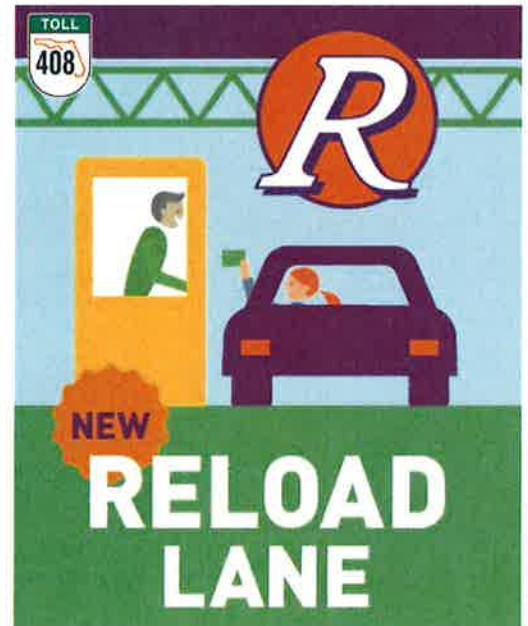
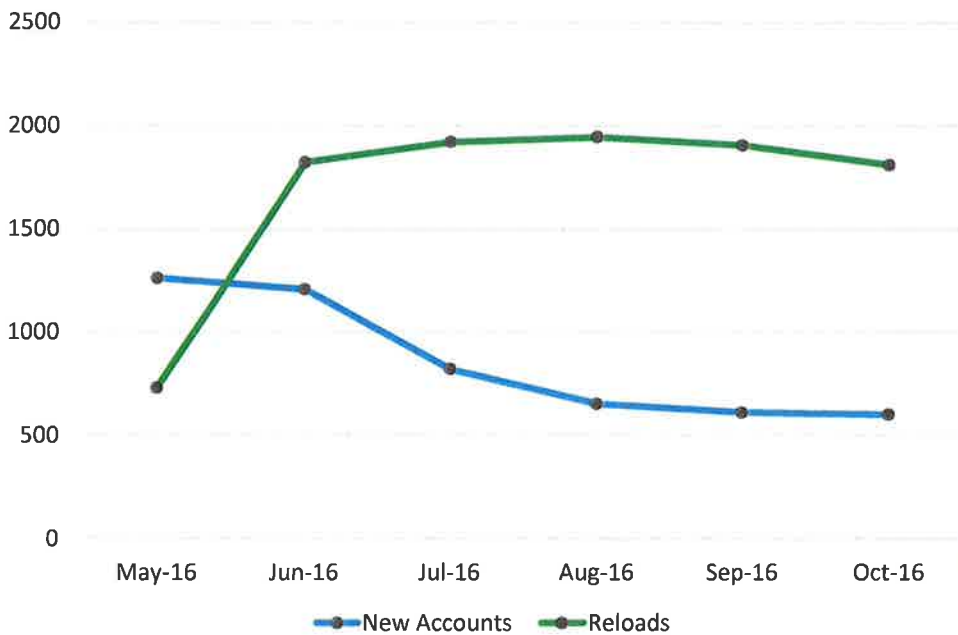




E-PASS Sales & Reload Use thru October 2016

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

Averaging 940 per month in E-PASS sales and 1712 in E-PASS account reloads.



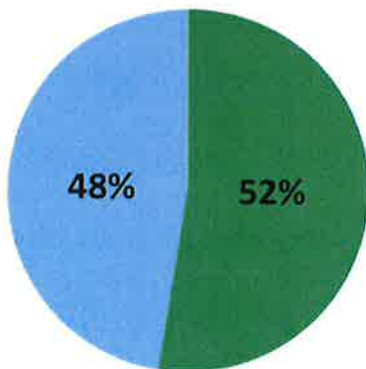


Breakdown of Types of Payment

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

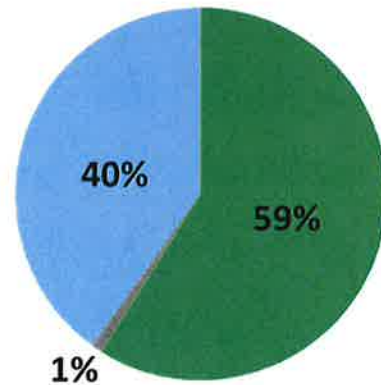
New E-PASS customers require a minimum of \$10 to activate the pre-paid account

New Customers



Existing Customers

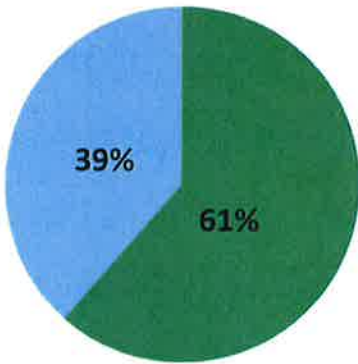
■ = Credit Card
■ = Cash
■ = Check





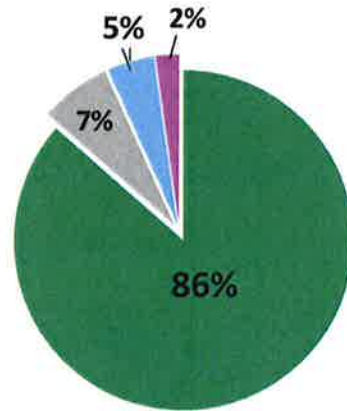
Customer Survey Responses

Reason you visited the Reload lane today.



■ Reload Funds ■ Get E-PASS

Rate your experience at Reload lane today.



■ Excellent ■ Good ■ Fair ■ Poor



Expand to other locations on system

- SR 417 at John Young Mainline Plaza – late 2016/early 2017
- SR 429 at Forest Lake Mainline Plaza – 2017
- Others to be determined



Requested Approval

Recommended Motion:

Approval of Supplemental Agreement No. 2 with URS Energy and Construction, Inc. in the amount of \$3,727,219.25 for the continued and additional staffing of the Reload program for the next five years.



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Facilities Operations and Management Services

Contract No: 001071

This Supplemental Agreement No. 2 entered into this ____ day of _____, 20__, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and URS ENERGY & CONSTRUCTION, INC., (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for toll facilities operations and management services, (the Contract”).

1. CFX desires to continue the In-Lane Tag Sales Program at the Conway Toll Plaza and expand it to include the John Young and Forest Lake Plazas as detailed in the attached Scope of Work.
2. The Contractor hereby agrees to the expanded scope of services and to the additional amount of \$3,727,219.25 which brings the total Contract to \$71,371,651.50 with no increase in the term of the Contract. The scope includes providing management, staffing, training, supervision, documentation, and audit and reconciliation services. The Conway Plaza expansion starts April 1, 2017 through December 25, 2020. The John Young services begin on December 1, 2016 through December 25, 2020. The Forest Lake services begin on March 1, 2017 through December 25, 2020.
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, 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.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Facilities Operations and Management Services

Contract No.: 001071

Amount of Changes to this document: \$3,727,219.25

Revised Contract Amount: \$71,371,651.50

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

URS ENERGY & CONSTRUCTION, INC.:

By: _____

Print Name

Title: _____

Witness: _____

Date: _____

Approved as to form and execution, only.

General Counsel for CFX