

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
February 9, 2017  
9:00 a.m.**

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

**A. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**B. PUBLIC COMMENT**

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

**C. APPROVAL OF JANUARY 12, 2017 BOARD MEETING MINUTES (action Item)**

**D. APPROVAL OF CONSENT AGENDA (action Item)**

**E. REPORTS**

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

**F. REGULAR AGENDA ITEMS**

1. **APPOINTMENT OF BOARD REPRESENTATIVE TO TEAMFL – Mayor Buddy Dyer, Chairman (action item)**
2. **RESULTS OF MULTIMODAL INVESTMENT ASSESSMENT BY THE CENTER FOR URBAN TRANSPORTATION RESEARCH (CUTR) – Stephen Reich and Janet Davis, CUTR (action item)**
3. **DISCUSSION OF BOARD RULES REGARDING OFFICER ELECTIONS – Joseph Passiatore, General Counsel (discussion item)**

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

WWW.CFXWAY.COM



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4. **CUSTOMER SERVICE PRESENTATION** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer* (info. item)

## G. PUBLIC HEARING

1. **AMENDMENT TO TOLL POLICY RULE** – *Jay Madara, Treasurer*
2. **PUBLIC COMMENT**
3. **BOARD DELIBERATION / ACTION**

## H. BOARD MEMBER COMMENT

## I. 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](mailto:Iranetta.dennis@CFXway.com) at least three business days prior to the event.



**C.**

**APPROVAL OF  
1/12/17 Board Meeting  
Minutes**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
January 12, 2017**

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

Board Members Present:

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

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

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

**A. CALL TO ORDER**

The meeting was called to order at 9:00 a.m. by Commissioner Brenda Carey.

Commissioner Carey welcomed the two new members to the CFX Board: Commissioner Jennifer Thompson, Orange County and Commissioner Sean Parks, Lake County.

**B. PUBLIC COMMENT**

- 1) Crissy Martin Foglesong, Executive Director of ETC, made comments regarding the SR 528 expansion project at International Drive and, in particular, the adverse impacts to the International

Drive/Orange County Convention Center area if the project proceeds as planned. Although the SR 528 expansion project is a Turnpike Enterprise project, she wants CFX to be aware.

- 2) Phil Caronia, general manager of the Rosen Center Hotel and member of ETC, also made comments on the SR 528 expansion project.
- 3) Chris Muller yielded his time to Crissy Martin Foglesong.
- 4) Bob Hartnett, Executive Director of TEAMFL, invited everyone to the TEAMFL & Florida Transportation Commission Joint Annual Meeting on January 26 and 27 at the Hyatt Regency, Orlando International Airport.

#### **C. APPROVAL OF MINUTES**

**A motion was made by Mr. Madara and seconded by Commissioner Hawkins to approve the November 10, 2016 Board Meeting Minutes as presented. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.**

#### **D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval.

##### CONSTRUCTION

1. Authorization to Advertise for CEI Services for S.R. 408/S.R. 417 Interchange Improvements Phase 2, Project No. 253G, Contract No. 001278
2. Approval of Final Ranking and Authorization to enter into Fee Negotiations with RK&K for CEI Services for Resurfacing of S.R. 408 Widening from S.R. 417 to Alafaya Trail, Project 408-128, Contract No. 001194
3. Award of Contract to Arazoza Brothers Corp. for S.R. 429/S.R. 415 Systems Interchange Landscape Improvements Phase II, Project No. 429-200G; Contract No. 001261 (Agreement Value: 1,191,744.50)
4. Approval of construction contract modifications on the following contracts:

a.	Project 599-624A	Traffic Control Devices, Inc.	\$18,235.37
b.	Project 253F	Lane Construction Corp.	\$157,582.19
c.	Project 528-313	Lane Construction Corp.	\$51,973.56
d.	Project 599-526B	SICE, Inc.	\$0
e.	Project 599-525	Traffic Control Devices, Inc.	\$0
f.	Project 528-405	Southland Construction, Inc.	\$238,703.24
g.	Project 429-202	Prince Contracting, LLC	\$112,148.11
h.	Project 429-204	Southland Construction, Inc.	\$610,000.53

- i. Project 599-912 The Integration Factory, Inc. (\$172.80)

ENGINEERING

5. Authorization to Advertise for Construction Bids S.R. 408 Aesthetic Coatings Renewal, Project 599-734, Contract No. 001279
6. Authorization to Advertise for Construction Bids Southbound S.R. 417 to Westbound S.R. 528 Ramp Realignment, Project 599-126, Contract No. 001206
7. Authorization to Advertise for Construction Bids South Access Dynamic Message Sign (DMS) Improvements, Project 599-530, Contract No. 001280
8. Approval of Subconsultant CAB Professional Consultant Services, Inc. for General Engineering Consultant Contract with Dewberry Engineers, Inc., Contract No. 001145 (Agreement Value: Anticipated-to-Exceed \$25,000.00)

FINANCE/ACCOUNTING

9. Approval of Contract Award for External Auditing Services to Moore Stephens Lovelace, P.A., Contract No. 001241 (Agreement Value: Not-to-Exceed \$238,500.00)

INFORMATION TECHNOLOGY

10. Authorization to Advertise for Construction Bids for CFX Headquarters Building Security System Upgrades Project 599-527, Contract No. 001275

INTERNAL AUDIT

11. Acceptance of the following Internal Audit Reports:
- a) Public Records Review
  - b) DHSMV Data Security Assessment

LEGAL

12. Approval of Contract Renewal with Shutts & Bowen LLP for Right of Way Counsel Services, Contract No. 000930 (Agreement Value: \$0)
13. Approval of Offer of Judgment in the amount of \$1,442,000 for Parcels 287/887 (CFX v. Kenneth W. Morris, et al)

14. Acceptance of proposed Mediated Settlement Agreement in the amount of \$1,845,000 to settle all pending claims for Parcel 301

15. Approval for acceptance of Special Warranty Deed from Emerson Point Phase II, LLC to CFX for Marden Road/SR 414 Interchange Project

#### TOLL OPERATIONS

16. Approval of Assignment and Assumption of Contractual Obligations between URS Energy & Construction, Inc. and AECOM Energy & Construction, Inc., Contract No. 001071 & 001169

#### TRAFFIC OPERATIONS

17. Approval of Contract Renewal with Precision Contracting Services, Inc. for Maintenance of Fiber Optic Network Infrastructure, Contract No. 000990 (Agreement Value: \$125,000.00)

18. Approval of Supplemental Agreement No. 1 and Resolution Approving Execution of Joint Participation Agreement with Florida Department of Transportation (FDOT) for LiDAR Accident Scanning Pilot Program Contract No. 001213 (Agreement Value: \$100,000.00)

#### SPECIAL PROJECTS

19. Approval of Supplemental Agreement with TransCore to Purchase Additional Toll Lane Equipment Not Included in the Original Toll System Upgrade Contract, Contract No. 001021 (Agreement Value: \$1,902,965.56)

Ms. Herr requested that Consent Agenda #9 be pulled for separate consideration.

**A motion was made by Mayor Dyer and seconded by Mayor Jacobs to approve the Consent Agenda, with the exception of #9. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.**

Ms. Herr stated that she will abstain from voting on Item #9, due to a conflict with Moore Stephens Lovelace (Form 8B Memorandum of Voting Conflict attached as Exhibit "A").

**A motion was made by Mayor Dyer and seconded by Mayor Jacobs to approve Consent Agenda #9. The motion carried with eight (8) members voting AYE by voice vote; Ms. Herr abstained from voting.**

## **E. REPORTS**

### **1. TREASURER'S REPORT**

Commissioner Carey reported that toll revenues for November were \$32,768,857 which is 8% above projections and 11% above prior year. CFX's total revenues were \$35.3 million for the month.

Total OM&A expenses were \$5.2 million for the month and \$21.4 million year-to-date, which is 14% under budget.

After debt service the total net revenue available for projects was \$15.8 million for November and \$79.1 million year-to-date.

### **2. 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. A slide was shown of the turn lane improvements at SR 417/Narcossee Road.

In addition, Ms. Kelley reported that new audio/visual equipment has been installed in the boardroom. Today we will not be utilizing all the available functions until the Board members have an opportunity to be acquainted with the new technology. She stated that a few minutes will be set aside for a brief training on the new equipment.

## **F. REGULAR AGENDA ITEMS**

### **1. ANNUAL ELECTION OF CHAIRMAN, VICE CHAIRMAN AND TREASURER**

General Counsel Joseph Passiatore briefly explained the nomination/election process in accordance with the CFX policy.

A protocol for chairman rotation was discussed and will be taken up at the next meeting.

#### Election of Chairman

Commissioner Carey nominated Mayor Buddy Dyer as Chairman. **By a unanimous vote with all nine (9) members voting AYE by voice vote, Mayor Buddy Dyer was elected Chairman.**

Mayor Dyer chaired the remainder of the meeting.

Election of Vice Chairman

Mr. Scheeringa nominated Commissioner Fred Hawkins as Vice Chairman. **By a unanimous vote with all nine (9) members voting AYE by voice vote, Commissioner Fred Hawkins was elected Vice Chairman.**

Election of Treasurer

Commissioner Carey nominated Jay Madara as Treasurer. **By a unanimous vote with all nine (9) members voting AYE by voice vote, Jay Madara was elected Treasurer.**

**2. ACCEPTANCE OF 2016 FINANCIAL STATEMENT**

CFO Lisa Lombard asked for acceptance of the 2016 Financial Statements. The Board members have been provided a copy of the Comprehensive Annual Financial Report (CAFR) in their agenda packages.

Dan O'Keefe and Joel Knopp of Moore Stephens Lovelace, P.A. presented an overview of the financial statements. The Financial Statements have been accepted by the Audit Committee.

Mr. O'Keefe reported that no internal control findings or compliance findings were found related to financial reporting.

**A motion was made by Mr. Madara and seconded by Commissioner Hawkins to accept the 2016 Financial Statements as presented. The motion carried with nine (9) members present and voting AYE by voice vote.**

**3. LEGISLATIVE UPDATES**

State Lobbying Services

Chris Dudley, Managing Partner with Southern Strategy Group, gave an overview on the upcoming legislative session, as well as changes in the state legislative leadership.

Federal Lobbying Services

Jim Davenport, Managing Partner with Alcalde & Fay, gave an overview of their firm and services.

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

**4. APPROVAL OF FINAL RANKING AND AUTHORIZATION FOR FEE NEGOTIATIONS FOR CONCEPT, FEASIBILITY & MOBILITY STUDIES OF THE OSCEOLA COUNTY EXPRESSWAY AUTHORITY MASTER PLAN PROJECTS**

Director of Engineering, Glenn Pressimone presented an overview of the Osceola County Expressway Authority Master Plan Projects and Interlocal Agreement, which was approved by CFX on September 8, 2016.

Mr. Pressimone explained the evaluation/selection process for the Concept, Feasibility & Mobility Studies of the Osceola County Expressway Authority Master Plan Projects. The Evaluation Committee shortlisted six (6) firms on November 14, 2016. After Technical Proposals and Oral Presentations were taken into consideration, four (4) top-ranked firms were selected.

The Evaluation Committee recommends approval of four (4) top-ranked firms and authorization to enter into fee negotiations for Concept, Feasibility and Mobility Studies with each of the firms as follows:

Inwood Consulting Engineers: Northeast Connector Expressway  
RS&H: Southport Connector Expressway  
CH2M Hill: Osceola Parkway Extension  
Kimley Horn: Poinciana Parkway Extension/I-4 Connector

**A motion was made by Mayor Jacobs and seconded by Commissioner Hawkins to approve the four (4) top-ranked firms and authorize fee negotiations for Concept, Feasibility and Mobility Studies with each of the firms as recommended above. The motion carried unanimously with nine (9) members voting AYE by voice vote.**

**G. BOARD MEMBER COMMENT**

- 1) Mayor Dyer introduced Billy Hattaway, the new Director of Transportation for the City of Orlando.
- 2) Mayor Jacobs and Mr. Scheeringa welcomed the two new Board members.
- 3) Mr. Scheeringa suggested that we begin discussions regarding the toll rate increase scheduled for later this year.
- 4) Mr. Scheeringa requested that CFX staff provide a list of legislative issues to the Board members, both on a state and federal level, with key supporting facts behind them.
- 5) Commissioner Parks is impressed with the leadership on the CFX Board and he is honored to be able to serve on this Board.



**H. ADJOURNMENT**

Chairman Dyer adjourned the meeting at 10:17 a.m.

---

Mayor Buddy Dyer  
Chairman  
Central Florida Expressway Authority

---

Darleen Mazzillo  
Recording Secretary/Executive Assistant  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2017.

*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto: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, [www.expresswayauthority.com](http://www.expresswayauthority.com)*

**D.**

**Consent Agenda**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA February 9, 2017

### ACCOUNTING/FINANCE

1. Authorization to advertise for Request for Proposals for Insurance Broker Services – Contract No. 001284

### CONSTRUCTION

2. Approval of Construction Contract Modifications for the following projects:
  - a. Project 429-203 Superior Construction Co., SE, LLC (\$867,177.58)
  - b. Project 429-204 Southland Construction, Inc. \$261,562.16
  - c. Project 429-206 GLF Construction Co. \$375,000.00
  - d. Project 599-913 S.A. Casey Construction Co., Inc. \$113.30
  - e. Project 417-304 Southland Construction, Inc. (\$32,730.33)
  - f. Project 253F Lane Construction Corp. \$150,213.00
3. Approval of contract award to England, Thims & Miller, Inc. for Construction Engineering and Inspection Services for S.R. 528 Bridge and Ramp Realignment Projects – Contract No. 001225/Project Nos. 528-131, 528-130, 599-126 (Agreement value: Not-to-Exceed \$2,300,000)
4. Approval of contract award to Southland Construction, Inc. for S.R. 528/Conway Interchange Pond Improvements – Project No. 528-138/Contract No. 001267 (Agreement value: \$819,000)

### ENGINEERING

5. Approval of Supplemental Agreement No. 1 with DRMP, Inc. for S.R. 408 Widening from S.R. 417 to Alafaya Trail – Project 408-128/Contract No. 001066 (Agreement value: Not-to-Exceed \$242,209.24)
6. Approval of Fishkind & Associates as Subconsultant to Traffic and Earnings Consultant Services Contract with CDM Smith, Inc. – Contract No. 000889

### INFORMATION TECHNOLOGY (IT)

7. Approval of Purchase Order to Dasher Technologies for Toll Revenue Host Upgrades (TRIMS) (Purchase Order value: \$309,945.44)
8. Approval of Purchase Order to Carousel Industries for Hiawassee Data Center network equipment (Purchase Order value: \$689,813.82)

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

9. Approval of Bluewave Resource Partners, LLC as Subconsultant to the General Systems Consultant Services Contract with AECOM – Contract No. 001215

## LEGAL

10. Approval of Addendum to Agreement for Land Planning Expert Witness Consulting Services in the amount of \$200,000 with Ellen S. Hardgrove AICP Planning Consultants, Inc. for the Wekiva Parkway Project Nos. 429-203, 429-204, 429-205 and 429-206
11. Approval of settlement of apportionment claim for Parcels 197/897 (Ms. Vickie Davis d/b/a Bay Hills Equestrian Center) in the amount of \$60,000 – S.R. 429 Wekiva Parkway Project 429-203
12. Approval of settlement agreement in the amount of \$470,260 for the acquisition of Parcel 314 (Deborah New) - S.R. 453, Wekiva Parkway Project 429-206
13. Approval of settlement agreement in the amount of \$569,300 for the acquisition of Parcel 166 (Daniel D. Reid, Katie J. Reid and Darrell Reid d/b/a Happy Hill) – SR 429 Wekiva Parkway Project 429-203
14. Approval of settlement agreement in the amount of \$317,782 for the acquisition of Parcel 167 (Damen Reid) – SR 429-203 Wekiva Parkway Project 429-203
15. Approval of settlement agreement in the amount of \$102,000 for the acquisition of Parcel 166 (Howard Riley d/b/a The Rat Guy) – SR 429 Wekiva Project 429-203
16. Approval of settlement agreement in the amount of \$112,760.00 to settle all pending claims for the taking of Parcel 330 ODA (Smallwood Sign Company)
17. Approval of Mediated Settlement Agreement in the amount of \$1,496,175 to settle all pending claims for the taking of Parcel 241 (CFX v. Daryl and Laura Alderman, et al)
18. Approval of Agreement for Right-of-Way Transfer and Continuing Maintenance between CFX and the City of Winter Garden pertaining to the Widening of CR 535 and Stoneybrook West Parkway
19. Approval of Amendment No. 1 to the University of Central Florida Research Foundation, Inc. (UCFRF) Agreement

## RECORDS MANAGEMENT

20. Approval of Contract Renewal with Retrievox Acquisition, LLC II, LLC for Offsite Records Storage Services – Contract No. 000877 (Agreement value: \$0)

## SPECIAL PROJECTS

21. Approval of Supplemental Agreement to PayTollo Contract #001177

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## TOLL OPERATIONS

22. Approval of Supplemental Agreement No. 1 with TC Delivers, Inc. for Toll Operations Printing and Mailing Services – Contract No. 001085 (Agreement value: \$718,306.66)
23. Approval to purchase 100,000 sticker transponders from TransCore, LP (Cost: \$787,000)

## TRAFFIC OPERATIONS

24. Authorization to advertise for Letters of Interest for Design Services for installation of new Data Collection System devices and CCTV cameras – Project 599-537/Contract No. 001285
25. Approval of Dynamic Roadway Services, LLC as Subconsultant for the Maintenance of ITS Infrastructure Contract with Kapsch Trafficom Transportation – Contract No. 001283


# **CONSENT AGENDA ITEM**

**#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams   
Director of Procurement


DATE: January 23, 2017

RE: Authorization to Advertise for  
Request for Proposals for Insurance Broker Services  
Contract No. 001284

---

Board authorization is requested to advertise for Request for Proposals from qualified firms to provide Insurance Broker Services. The services to be provided include, but are not limited to: procuring all insurance needed by CFX on behalf of CFX; providing recommendations to enhance the risk and insurance management program; analyzing CFX's exposure to loss, adequacy of coverage and developing options on coverage not presently purchased by CFX; interpreting coverage and offering professional advice about the insurance program as requested; investigating various alternatives and options to the handling of risks through the varied forms of insurance, self-insurance, deductibles, etc., and making recommendations.

Reviewed by:   
Michael Carlisle  
Director of Accounting and Finance



**CONSENT AGENDA ITEM**

**#2**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: January 19, 2017

SUBJECT: Consent Agenda  
Construction Contract Modifications



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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) February 2017	Total Amount (\$) to Date*	Time Increase or Decrease
429-203	Superior Construction Co. SE, LLC	SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$ 46,617,017.39	\$ (23,720.25)	\$ (867,177.58)	\$ 45,726,119.56	0
429-204	Southland Construction, Inc.	SR 429 Systems Interchange	\$ 79,625,302.60	\$ 1,669,387.41	\$ 261,562.16	\$ 81,556,252.17	0
429-206	GLF Construction Company	SR 453 Lake County Line to SR 46	\$ 49,482,671.93	\$ (251,575.38)	\$ 375,000.00	\$ 49,606,096.55	0
599-913	S. A. Casey Construction Co., Inc.	HQ Building 2nd Floor Renovation	\$ 547,299.00	\$ 69,683.37	\$ 113.30	\$ 617,095.67	0
417-304	Southland Construction, Inc.	SR 417/Turnpike Interchange	\$ 30,876,393.69	\$ (378,160.93)	\$ (32,730.33)	\$ 30,465,502.43	0
253F	Lane Construction Corp.	SR 408/SR 417 Interchange Improvements Phase I	\$ 36,744,623.00	\$ (558,326.33)	\$ 150,213.00	\$ 36,336,509.67	5
<b>TOTAL</b>					<b>\$ (113,019.45)</b>		

\* Includes Requested Amount for this current month.

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

**Contract 429-203: SR 429, North of Ponkan Rd. to North of Kelly Park Rd.  
 Superior Construction Co. SE, LLC  
 SA 429-203-0217-02**

Retaining Wall System Plan Quantity Adjustment

A review of the contract plan quantity for the retaining wall system was conducted and it was determined that plan quantity was in error and required adjustment/correction. The additional quantity will be constructed at the established contract unit price.

INCREASE THE FOLLOWING ITEM:

Retaining Wall System - (Permanent) Excluding Sleeper	\$ 277,719.30
---	---------------

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 August 2015 - July 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 \$31,119,913.48 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

5/15 Gas Price = 1.9765; Diesel Base Price = 2.1583

Fuel Price Adjustment August 2015 (Gas Price= 1.792 /Diesel Price= 1.6478)	\$ (34.11)
Fuel Price Adjustment September 2015 (Gas Price= 1.5303 /Diesel Price= 1.6297)	\$ (1,460.60)
Fuel Price Adjustment October 2015 (Gas Price= 1.5420 /Diesel Price= 1.5847)	\$ (16,644.33)
Fuel Price Adjustment November 2015 (Gas Price= 1.4882 /Diesel Price= 1.5633)	\$ (50,242.54)
Fuel Price Adjustment December 2015 (Gas Price= 1.3555 /Diesel Price= 1.3852)	\$ (115,791.61)
Fuel Price Adjustment January 2016 (Gas Price= 1.3468 /Diesel Price= 1.2602)	\$ (228,382.17)
Fuel Price Adjustment February 2016 (Gas Price= 1.1907 /Diesel Price= 1.1750)	\$ (226,453.95)
Fuel Price Adjustment March 2016 (Gas Price= 1.1740 /Diesel Price= 1.1800)	\$ (66,722.06)
Fuel Price Adjustment April 2016 (Gas Price= 1.3762 /Diesel Price= 1.2755)	\$ (164,142.79)
Fuel Price Adjustment May 2016 (Gas Price= 1.5752 /Diesel Price= 1.4627)	\$ (109,134.24)
Fuel Price Adjustment June 2016 (Gas Price= 1.6565 /Diesel Price= 1.6045)	\$ (102,172.37)
Fuel Price Adjustment July 2016 (Gas Price= 1.5193 /Diesel Price= 1.5938)	\$ (63,716.11)
	\$ (1,144,896.88)

**TOTAL AMOUNT FOR PROJECT 429-203**

**\$ (867,177.58)**

**Contract 429-204: SR 429 Systems Interchange**  
**Southland Construction, Inc.**  
**SA 429-204-0217-03**

Upgrade to LED Roadway Lighting Fixtures

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

DECREASE THE FOLLOWING ITEMS:

GE 250W HPS Light Fixture	\$ (45,902.94)
GE 400W HPS Light Fixture	\$ (69,102.24)
	<u>\$ (115,005.18)</u>

ADD THE FOLLOWING ITEM:

Phillips Lumec LED Light Fixture	\$ 222,962.82
----------------------------------	---------------

Sub-Total: Upgrade to LED Fixtures	\$ 107,957.64
------------------------------------	---------------

Well Abandonment (4" Diameter)

The contract plans identified thirteen (13) existing wells on the project site that required grout seal and abandonment. Since the contract was executed, twelve (12) additional wells have been found also requiring grout seal and abandonment. This item provides compensation for ten (10) of the additional 12 which are 4" diameter residential wells.

ADD THE FOLLOWING ITEM:

Grout Seal & Abandoned 4" Wells	\$ 20,097.00
---------------------------------	--------------

Well Abandonment (6" and 10" Diameter)

Two (2) of the twelve (12) wells not identified in the contract documents were larger in diameter. The work to grout seal and abandon was negotiated separately. After an initial amount was authorized by CFX staff, the compensation for the completed work was disputed. The matter was escalated to the Disputes Review Board (DRB) and a determination of entitlement for additional compensation was received. The following amount, as payment for the additional work performed, is recommended by staff.

ADD THE FOLLOWING ITEM:

Grout Seal & Abandoned, 6" and 10" Wells	\$ 133,507.52
--	---------------

**TOTAL AMOUNT FOR PROJECT 429-204**

**\$ 261,562.16**

**Contract 429-206: SR 453, Lake County Line to SR 46  
GLF Construction Corp.  
SA 429-206-0217-02**

Sinkhole at SR 429 and Coronado Somerset Dr.

On January 6, 2017 a sinkhole developed at the southeast corner of SR 429 bridges over Coronado Somerset Dr. The proximity of the sinkhole to the new south bridge abutment and the new retaining wall will require that additional work be performed. A Geotechnical investigation has been performed and a grouting program has been recommended. Because the sinkhole occurred within the reinforced earth portion of the retaining wall, it is necessary to: 1) remove a portion of the retaining wall panels and reinforced earth; 2) perform the grouting procedure; 3) reconstruct the wall and associated embankment. The actual cost to perform this work is yet to be determined, however, existing contract unit prices will be utilized where the character of work/rework remains unchanged. Other additional work will be negotiated or monitored and quantified as outlined in the contract for Extra Work. Indications are that this unforeseen sinkhole occurrence will not create a time impact to the completion of this project. CFX staff estimates this cost to be \$375,000.

ADD THE FOLLOWING ITEM:

Sinkhole at SR 429 and Coronado Somerset Dr. \$ 375,000.00

**TOTAL AMOUNT FOR PROJECT 429-206** \$ **375,000.00**

**Contract 599-913: HQ Building 2nd Floor Renovation**  
**S.A. Casey Construction Co., Inc.**  
**SA 599-913-0217-02**

CFX HQ Second Floor Call Center Additional Flooring & Painting

To maintain consistency with the second floor call center offices, this change provides new flooring and paint for the additional offices, and provides vinyl flooring in lieu of carpet in the mailroom.

ADD THE FOLLOWING ITEM:

Additional Flooring and Painting at 2nd Floor Call Center	\$	42,243.92
---	----	-----------

CFX HQ Rooms 239A, 239B and 236 Layout Modifications

To accommodate additional work space, CFX wishes to extend Rooms 239A and 239B, which requires the relocation of the existing HVAC diffuser. This item also includes bracing the ceiling grid to support the window roller shades in Room 239 along the entire south wall, and to revise the layout in Room 236.

ADD THE FOLLOWING ITEM:

Layout Revision to Rooms 236, 239A & 239B and Roller Shade Bracing at Room 239	\$	4,957.32
--	----	----------

Contract Pay Item Quantity Adjustment

This adjustment in contract pay items is requested to close out the allowance items contained in this contract.

MODIFY THE FOLLOWING ITEMS:

Work Order Allowance	\$	(44,087.94)
Allowance for Disputes Review Board	\$	(3,000.00)
	\$	(47,087.94)

<b><u>TOTAL AMOUNT FOR PROJECT 599-913</u></b>	<b>\$</b>	<b><u>113.30</u></b>
--	-----------	----------------------

**Contract 417-304: SR 417 / Turnpike Interchange**  
**Southland Construction, Inc.**  
**SA 417-304-0217-07**

SR 417 & Orange Avenue Load Center B

The work associated with this item is intended to improve conditions and comply with the National Electric Code (NEC) in a safe and responsible manner. As part of this project, Load Center B was changed from a 480 to ground service to a 240/480 phased service. The load center serves existing circuits. Conductor colors associated with existing circuits do not comply with the NEC. Service feeds to the SR 417 cantilever sign structure lighting and underdeck lighting at Orange Ave. required replacing to comply with NEC code requirements.

ADD THE FOLLOWING ITEM:

SR 417 & Orange Avenue/Load Center B Adjustments	\$	12,269.67
--	----	-----------

Contract Pay Item Quantity Adjustment

This adjustment in contract pay item quantity is requested to close out the allowance items contained in this contract.

DECREASE THE FOLLOWING ITEM:

Work Order Allowance	\$	(45,000.00)
----------------------	----	-------------

<b><u>TOTAL AMOUNT FOR PROJECT 417-304</u></b>	<b>\$</b>	<b><u>(32,730.33)</u></b>
--	-----------	---------------------------

**Contract 253F: SR 408 / SR 417 Interchange Improvements Phase I**  
**Lane Construction Corp.**  
**SA 253F-0217-004**

Time Extension - Hurricane Matthew

The Contractor's schedule was impacted on October 5, 2016 through October 9, 2016 due to impacts from Hurricane Matthew. Staff recommends granting 5 non-compensable calendar days for weather impacts from the storm in accordance with General Specification 6.7.3 of the Contract.

Increase Contract Time 5 Non-Compensable Calendar Days

Additional Steel Sheet Pile Walls (Critical - Temporary)

The Engineer of Record determined that additional critical temporary steel sheet pile walls need to be constructed in order to install proposed Mechanically Stabilized Earth (MSE) walls 4, 6 and 14. The cost for this work is to be paid at the existing contract pay item unit prices in accordance with Specification 455-12.6.2.

INCREASE THE FOLLOWING ITEM:

Steel Sheet Piling, Temporary, Critical	\$	150,213.00
---	----	------------

<b><u>TOTAL AMOUNT FOR PROJECT 253F</u></b>	<b>\$</b>	<b><u>150,213.00</u></b>
---	-----------	--------------------------

**CONSENT AGENDA ITEM**

**#3**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 30, 2017

SUBJECT: Award of Contract to England-Thims & Miller, Inc. (ETM) for  
Construction Engineering and Inspection Services (CEI) for  
S.R. 528 Bridge and Ramp Realignment Projects  
Project Nos. 528-131, 599-126; Contract No. 001225

---

At its meeting on November 10, 2016, the Board approved the final ranking of the firms for the CEI services for the grouping of the three (3) BeachLine projects and authorized staff to negotiate fees and expenses with the number one ranked firm, England-Thims & Miller, Inc. (ETM) for these CEI services.

These negotiations have been completed for CEI services on two of the three Beachline projects and Board award of the contract to England-Thims & Miller, Inc. (ETM) in the not-to-exceed amount of \$2,300,000.00 is requested. This contract is to perform the CEI services for the Replacement of the SR 528 Bridges over the Econlockhatchee River and the Realignment of the Southbound SR 417 Ramp to Westbound SR 528, 599-126.

A second contract may be negotiated at a later date with ETM for the CEI services on the third construction project, SR 436 Bridge Deck Replacement over SR 528, Project No. 528-130, and then that CEI contract with ETM will be brought to the Board for approval.

Reviewed by:

  
Ben Dreiling, P.E.,  
Director of Construction

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
CONTRACT NO. 001225**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of February, 2017 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part V, Florida Statutes) hereinafter called the “CFX” and England-Thims & Miller, Inc. hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 1540 International Parkway, Suite 2000 • Lake Mary, Florida 32746.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001225, for CFX projects: S.R. 528/Econlockhatchee River Bridge Replacement, Project No. 528-131; S.R. 417/S.R. 528 Ramp Improvements, Project No. 599-126, in Orange County, Florida.

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

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

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

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

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

### 3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five year term from the date of the Notice to Proceed from CFX which includes the construction period of 22 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 24 months.

### 4.0 PROJECT SCHEDULE

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

concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

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

#### 5.0 PROFESSIONAL STAFF

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

PI Consultants, Inc.  
Ardaman & Associates

Page One Consultants, Inc. GRL Engineers  
Robert M. Angas Associates, Inc.

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

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

#### 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Contract No. 001225 including, but not necessarily limited to, construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.

## 7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,300,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as

applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

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

#### 8.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

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

## 9.0 COMPLIANCE WITH LAWS

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

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



## 10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

## 11.0 TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", for work properly performed by the CONSULTANT prior to

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

## 12.0 ADJUSTMENTS

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

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

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

### 13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, The CONSULTANT shall also indemnify, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The

CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the

sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

#### 15.0 THIRD PARTY BENEFICIARY

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

#### 16.0 INSURANCE

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

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

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

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 requested by CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

#### 17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX trademarks, service marks, or other mark (collectively referred as "Marks" is to be used in a document or presentation. The Marks shall not be altered in

any way. The width and height of the Marks shall be of equal proportions. If a black and white Marks is utilized, the Marks shall be properly screened to insure all layers of the Marks are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

#### 18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in the Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will be made a part of this Agreement by reference as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

#### 19.0 DOCUMENTED ALIENS

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

unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

20.0 E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

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

During the term of this Agreement:

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

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

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing

pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 22.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.” Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

#### 24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings,

negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

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

27.0 SEVERABILITY

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

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any

other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

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

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) business days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall

also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

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



29.0 NOTICE

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

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

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

England-Thims & Miller, Inc.  
1540 International Parkway, Suite 2000  
Lake Mary, Florida 32746  
Attn: Louis J. Brambett, P.E.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

30.0 GOVERNING LAW AND VENUE

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

31.0

ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 09, 2017.

**ENGLAND-THIMS & MILLER, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_


**CONSENT AGENDA ITEM**

**#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 24, 2017

RE: Authorization for Contract Award to Southland Construction, Inc.  
S.R. 528/Conway Interchange Pond Improvements  
Project No. 528-138; Contract No. 001267

The Board approved on November 10, 2016 to authorize advertisement for the above referenced project. An Invitation to Bid for the project ran in the Orlando Sentinel on December 18, 2016. Response to the Invitation was received from one (1) contractor by the January 17, 2017 deadline for submittal of bids. As required by the Procurement Procedures Manual, the Director of Procurement and the Chief of Infrastructure met to review CFX's options when less than three proposals are received. Based on the discussion at the meeting, the decision was made to accept the bid.

Bid result was as follows:

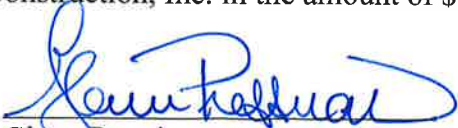
<u>Bidder</u>	<u>Bid Amount</u>
1. Southland Construction, Inc.	\$819,000.00

The Engineer's Estimate for this project is \$664,967.00

The Engineer of Record for Project 528-138 has reviewed the bid submitted by Southland Construction, Inc., and recommends award to Southland Construction, Inc. This project was bid as a Lump Sum (LS) project and does not have any unbalanced bid items to review. The Engineer of Record prepared their estimate using best practices and available knowledge of the specialized approach and specialty equipment required to complete the work. Through this process, the Engineers' Estimate underestimated the complexity of the required work.

The Procurement Department has evaluated the bids and has determined the bid from Southland Construction, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Southland Construction, Inc. in the amount of \$819,000.00 is recommended.

Reviewed by:

  
Glenn Pressimone  
Director of Engineering

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


**CONSENT AGENDA ITEM**

**#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 23, 2017

SUBJECT: Authorization for Approval of Supplemental Agreement No. 1  
DRMP, Inc.  
S.R. 408 Widening from S.R. 417 to Alafaya Trail  
Project 408-128, Contract No. 001066

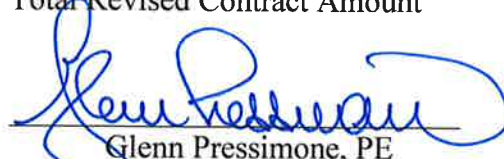
---

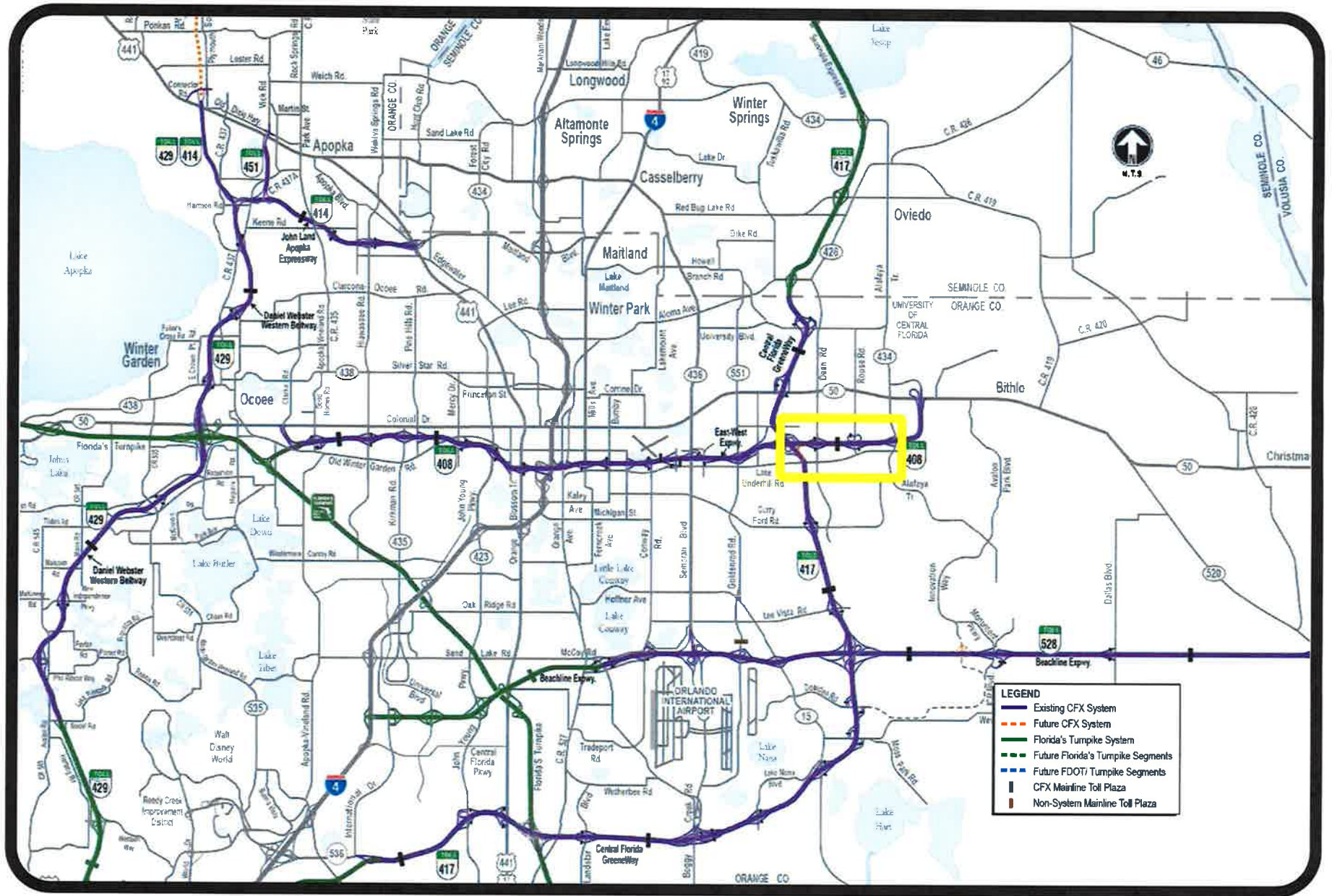
Board approval is requested for Supplemental Agreement No. 1 with DRMP, Inc. in the not-to-exceed amount of \$242,209.24. Supplemental Agreement No. 1 consists of adding additional sound walls, the design of an expanded storm water system, pier protection details, design details for a closed bridge median over Alafaya Trail, extended lighting limits and additional intelligent transportation system modifications.

This Contract was previously approved by CFX for this project. (Original Agreement dated August 13, 2015)

Original Contract Amount	\$4,650,000.00
Amount of Supplemental Agreement No. 1	\$ 242,209.24
Total Revised Contract Amount	<u>\$4,892,209.24</u>

Reviewed by:

  
Glenn Pressimone, PE  
Director of Engineering



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



**SUPPLEMENTAL AGREEMENT NO. 1**

**TO**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**FINAL DESIGN**

**S.R. 408 Widening from S.R. 417 to Alafaya Trail**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC. 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 13<sup>th</sup> day of August 2015, 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 December 6, 2016 letter 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 upward by \$288,163.68 to \$2,598,808.23.
  - b. The Design Survey - Office (Prime) is adjusted upward by \$9,816.78 to \$92,041.44.
  - c. The Design Survey - Field (Prime) is adjusted upward by \$30,569.29 to 249,381.05.
  - d. The Direct Expenses (Lump Sum) remain unchanged at \$58,497.65.
  - e. The Subcontract Items are adjusted upward by \$20,000.00 to \$1,893,480.87.

•EPG	\$20,000.00
------	-------------
  - f. The Allowance is adjusted downward by \$106,340.51 to \$0.00.

The total Maximum Limiting Amount is adjusted upward by \$242,209.24 to \$4,892,209.24.

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

By: \_\_\_\_\_  
Director of Procurement

DRMP, INC.

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Title: Title:

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for CFX

R:\Departments\Engineering\General\408-128\Supplemental Agreements\DRMP-408-128 -SA1.docx

**DRMP, INC.**



**Principals**

Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Glenn J. Lusink  
Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett  
Lawrence L. Smith, Jr.

December 6, 2016

**DRMP Job # 14-0374.000**

Glenn Pressimone, P.E.  
Director of Engineering  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

**Subject: SR 408 Widening Contract 408-128 – Supplemental Agreement No. 1**

Dear Mr. Pressimone:


I have attached the SR 408 Widening Project Contract 408-128 Supplemental No. 1 scope and fee for your review. The Supplemental is for the additional work effort at the direction of CFX for additional noise walls, pier protection barriers, additional pond design, closed bridge median details, extended lighting limits, modified wall layout and ITS modifications. The added work includes engineering and plans for roadway, drainage, structures, lighting, ITS, field survey and SUE.

The attached scope includes all of the out of scope work, but the hours that are provided in the man hour forms account for efficiencies during design as modifications were being made throughout the project.

The supplemental includes a credit for a portion of the SR 408 over Alafaya Trail bridge. This credit is a result from the modification of the bridge from being a steel plate girder, as originally negotiated, to a Florida U-Beam (FUB) which was selected as the preferred alternative during the Bridge Concept Report. The supplemental also includes a credit since a box truss structure was not required for DMS signs. The credits are included as negative values in the man hour sheets.

Please contact me if you have any questions. My cell number is 407-923-8585.

Sincerely,  
**DRMP, Inc.**



TJ Lallathin, P.E.  
Senior Project Manager

CC: Joseph Berenis, P.E. (CFX)  
Jon Meadows, P.E. (DRMP, Inc.)

Enclosures

941 Lake Baldwin Lane  
Orlando, Florida 32814  
Phone: 407.896.0594  
Fax: 407.896.4836

Boca Raton, Florida  
Charlotte, North Carolina  
ChIPLEY, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
Panama City, Florida  
Pensacola, Florida  
Raleigh, North Carolina  
Tallahassee, Florida  
Tampa, Florida

1.800.375.3767  
[www.drmp.com](http://www.drmp.com)

\\ORL\_CLUSTER01\Projects\Projects14\14-0374.000\_CFX-SR408-128-SR408\_(SR417-Alafaya\_Tr)\01\_Admin\01-03-Supplemental-Agreement\SA#\12-6-16\_SA1\_Letter\_Pressimone.docx



## SR 408 WIDENING FROM SR 417 TO ALAFAYA TRAIL PROJECT № 408-128

### Scope of Services Summary – Supplemental No. 1

#### Project Description:

Supplemental Agreement No. 1 is based on additions to the existing Scope of Services at the direction of Central Florida Expressway Authority. The changes include pier protection for piers and walls within the clear zone, noise walls based on the noise analysis, additional pond design, new closed bridge median details, bridge drainage over the Little Econlockhatchee River, extended lighting limits and ITS modifications.

#### Tasks 4, 5, 6 and 7

##### Roadway Design (DRMP)

- Addition of noise walls and configuration adjustments
  - Plan view: wall locations, guardrail & shoulder gutter adjustments
  - Cross sections: walls locations, earthwork adjustments
  - Quantity Summaries: guardrail, miscellaneous asphalt, shoulder gutter adjustments
- Pier protection (Dean Road and Woodbury Road—Median Pier and End Walls)
  - Summary of Quantity Sheets
- Addition of NB turn lane on Rouse Road

##### Roadway Design (RS&H)

- N/A

##### Traffic Control Plans (WBQ)

- N/A

##### Drainage Design (DRMP)

- Hydroplaning calculations analysis and memo
- Temporary spread calculations
- Additional pond design
- Addition of noise walls affecting drainage patterns
- Median grading for pier protection at Woodbury Road
- Additional inlets: Walls, pier protection
- Little Econlockhatchee bridge gore special drainage design (trench)

##### Utilities (WBQ)

- N/A

#### Tasks 8

##### Environmental (DRMP)

- Increase in Dredge and Fill Sketches to accommodate 7 wetland impacts and 34 OSW impacts (2 location included in original scope)
- Wood stork foraging habitat calculations

**Tasks 9, 17 and 18**

Structures Design (DRMP)

- Closed median detail for the bridges over Little Econlockhatchee River and Alafaya Trail
- Additional noise walls
- Additional retaining walls
- Modification of walls near Kehoe to improve landscaping and maintenance
- Little Econlockhatchee bridge gore drainage details
- Credit for Alafaya Trail bridge, originally steel girder now Florida U-Beam's
- ITS line supported on bridges
- Temporary deck drainage on Alafaya to meet spread requirements
- Credit for Elimination of Box Truss

Structures Design (RS&H)

- N/A

Structures Design (AVCON)

- N/A

**Tasks 19-24**

Signing & Pavement Marking (RS&H)

- N/A

Signalization Design (DRMP)

- N/A

Lighting Design (DRMP/EPG)

- Extended lighting limits to Challenger Parkway (2.3 miles)

**Tasks 27-29**

Survey/SUE (DRMP)

- Addition of noise walls (NW-01, NW-03/08 – Adjacent to pond areas)
- SUE for ITS conflicts – Drainage/Noise walls
- Pier protection
- Signing revisions
- Extended lighting limits – Data for poles with GPS, Load centers, power designates
  - Also extended limits on side roads since lights are replaced with LED
- Additional pond (NW quad at Dean Road)

Survey (WBQ)

- N/A

**Task 31**

Toll Plaza Design (RS&H)

- N/A

**Tasks 33 and 34**

ITS Design (DRMP/EPG)

- Addition of Wrong Way Detection (WWD) to new Rouse Road interchange and Alafaya Trail

- Shift of the newly installed Mainline 2-line Toll DMS signs
- 2.5-miles of ITS Backbone/Feeder Fiber and conduit replacement on the south and north sides of SR 408 from Rouse Road to Woodbury.
- Addition of wall and drainage impacts to backbone/feeder requiring Temporary Design and MOC Plans.

**Task 35**

Geotechnical Investigation (Antillian)

- N/A

Geotechnical Investigation (Ardaman)

- N/A



**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
 County: Orange  
 FPN: 408-128  
 FAP No.: N/A

Consultant Name: DRMP, Inc.  
 Consultant No.: 14-0374.000  
 Date:  
 Estimator: TJL

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Senior Designer	Engineer	Project Planner	Engineering Intern	Clerical				SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$88.58	\$60.99	\$54.89	\$38.95	\$34.84	\$31.27	\$39.79	\$26.88	\$25.46	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	277	14	44	47	58	50	22	0	28	14	0	0	0	277	\$12,302	\$44.41
5. Roadway Plans	19	1	3	3	4	3	2	0	2	1	0	0	0	19	\$838	\$44.12
6a. Drainage Analysis	289	14	46	49	61	52	23	0	29	15	0	0	0	289	\$12,804	\$44.30
6b. Drainage Plans	180	9	29	31	38	32	14	0	18	9	0	0	0	180	\$8,013	\$44.52
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	84	4	13	14	18	15	7	0	8	5	0	0	0	84	\$3,701	\$44.05
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	236	12	38	40	50	42	19	0	24	11	0	0	0	236	\$10,506	\$44.52
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	290	15	46	49	61	52	23	0	29	15	0	0	0	290	\$12,892	\$44.46
14. Structures - Structural Steel Bridge	-680	-34	-109	-116	-143	-122	-54	0	-68	-34	0	0	0	-680	(\$30,229)	\$44.45
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	618	31	99	105	130	111	49	0	62	31	0	0	0	618	\$27,466	\$44.44
18. Structures - Miscellaneous	196	10	31	33	41	35	16	0	20	10	0	0	0	196	\$8,697	\$44.37
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	213	11	34	36	45	38	17	0	21	11	0	0	0	213	\$9,477	\$44.49
24. Lighting Plans	66	3	11	11	14	12	5	0	7	3	0	0	0	66	\$2,925	\$44.31
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	183	9	29	31	38	33	15	0	18	10	0	0	0	183	\$8,105	\$44.29
34. Intelligent Transportation Systems Plans	218	11	35	37	46	39	17	0	22	11	0	0	0	218	\$9,693	\$44.47
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>2,189</b>	<b>110</b>	<b>349</b>	<b>370</b>	<b>461</b>	<b>392</b>	<b>175</b>	<b>0</b>	<b>220</b>	<b>112</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,189</b>		
<b>Total Staff Cost</b>		<b>\$9,743.80</b>	<b>\$21,285.51</b>	<b>\$20,309.30</b>	<b>\$17,955.95</b>	<b>\$13,657.28</b>	<b>\$5,472.25</b>	<b>\$0.00</b>	<b>\$5,913.60</b>	<b>\$2,851.52</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$97,189.21</b>	<b>\$44.40</b>

Survey Field Days by Subconsultant  
 4 - Person Crew:

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

SALARY RELATED COSTS:			
OVERHEAD:	154.73%		\$97,189.21
PROFIT:	12.00%		\$160,099.79
FCCM (Facilities Capital Cost Money):	0.00%		\$30,874.68
EXPENSES:			\$0.00
Survey (Office - if by Prime)			\$9,816.78
Survey (Field - if by Prime)	19	4-man crew days @ \$ 1,608.91 / day	\$30,569.29
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$328,549.75</b>
Subconsultant: RS&H, Inc.			\$0.00
Subconsultant: WBQ			\$0.00
Subconsultant: AVCON			\$0.00
Subconsultant: Antillian			\$0.00
Subconsultant: Ardaman			\$0.00
Subconsultant: EPG Engineering			\$20,000.00
Subconsultant: ACA			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$348,549.75</b>
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$348,549.75</b>
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			<b>\$348,549.75</b>

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
 County: Orange  
 FPN: 408-128  
 FAP No.: N/A

Consultant Name: DRMP, Inc.  
 Consultant No.: 14-0374  
 Date:  
 Estimator: AJ

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Senior Designer	Engineer	Project Planner	Engineering Intern	Clerical	Senior Surveyor & Mapper	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	82	0	0	0	0	0	0	0	0	8	8	29	37	82	\$9,817	\$119.72
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	82	0	0	0	0	0	0	0	0	8	8	29	37	82		
<b>Total Staff Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$577.60	\$1,425.60	\$3,959.66	\$3,853.92		<b>\$9,816.78</b>	<b>\$119.72</b>

Check = \$9,816.78

Notes:

- This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$9,816.78
OVERHEAD:	0%	\$0.00
OPERATING MARGIN:	0%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	-0.00%	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$9,816.78</b>
Survey (Field)	19	\$30,569.29
Geotechnical Field and Lab Testing		\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$40,386.07</b>
Optional Services		\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$40,386.07</b>

**Project Activity 4: Roadway Analysis**

Estimator: TGC

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
408-128

Task No.	Task	Unfts	No of Unfts	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5	Horizontal /Vertical Master Design Files	LS	1	56	56	Add 400' NB turn lane at Rouse (8hrs) Noise Walls (40hrs) - Walls 2D & 2E (revise shldrs., shldr gutter, and guardrail) = 2350' - Walls 4 & 5 (revise shldrs., shldr gutter, and guardrail) = 2150' - Wall 6 (revise shldrs., shldr gutter, and guardrail) = 2200' - Wall 7 (revise shldrs., barrier wall) = 1020' - Wall 8 (revise shldrs., shldr gutter, and guardrail) = 1450' Pier Protection with Special Shoulder Profiles (8hrs)
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	143	143	Add Noise Walls to existing sections (123hrs) - Wall 1 = 14 new sections @ .75 hrs - Wall 2A, 2B, 2C, 2D, 2E = 55 (half sections) @ .75hrs - Wall 3 = 16 (half sections) @ .75hrs - Wall 4 & 5 = 21 (half sections) @ .75hrs - Wall 6 = 22 (half sections) @ .75hrs - Wall 7 = 10 (half sections) @ .75hrs - Wall 8 = 15 (half sections) @ .75hrs - Wall 9 = 11 (half sections) @ .75hrs Add Pier Protection at Dean and Woodbury (16) Add NB turn lane at Rouse (4)
4.10	Traffic Control Analysis	LS	1	0	0	
4.11	Master TCP Design Files	LS	1	0	0	
4.12	Design Variations and Exceptions	LS	1	0	0	
4.13	Design Report	LS	1	8	8	Add Pier Protection Barrier to Design Documentation
4.14	Quantities	LS	1	4	4	
4.15	Cost Estimate	LS	1	2	2	
4.16	Technical Special Provisions	LS	1	0	0	
4.17	Other Roadway Analyses	LS	1	24	24	Pier protection options and analysis

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis Technical Subtotal					237	

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4,18	Field Reviews	LS	1	8	8	2 employees - 1/2 day
4,19	Protection of Existing Structures	LS	1	0	0	
4,20	Technical Meetings	LS	1	0	0	Meetings are listed below
4,21	Quality Assurance/Quality Control	LS	%	5%	12	Includes QC Management Plan
4,22	Independent Peer Review	LS	%	0%	0	
4,23	Supervision	LS	%	5%	12	
<b>Roadway Analysis Nontechnical Subtotal</b>					<b>32</b>	
4,24	Coordination	LS	%	3%	8	
<b>4. Roadway Analysis Total</b>					<b>277</b>	

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

Carries to 4.17

Carries to Tab 3

**Project Activity 5: Roadway Plans**

Estimator: TGC

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
408-128

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	5	2	10	Modifying Existing Sheets for Noise Walls
5.3.2	Typical Section Details		EA	1	4	4	Additional sheet for Noise Walls and Pier Protection
5.4	General Notes/Pay Item Notes		Sheet	0	0	0	
5.5	Summary of Quantities Sheets		Sheet	0	0	0	
5.6	Project Layout		Sheet	0	0	0	
5.7	Plan/Profile Sheet		Sheet	0	0	0	
5.8	Profile Sheet	1"=50'	Sheet	0	0	0	
5.9	Plan Sheet	1"=50'	Sheet	0	0	0	
5.10	Special Profile		Sheet	0	0	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.12	Interchange Layout Sheet	1"=100'	Sheet	0	0	0	
5.13	Ramp Terminal Details (Plan View)	1"=20'	Sheet	0	0	0	
5.14	Intersection Layout Details		Sheet	0	0	0	
5.15	Special Details		EA	0	0	0	
5.16	Cross-Section Pattern Sheet(s)	1"=100'	Sheet	0	0	0	
5.17	Roadway Soil Survey Sheet(s)		Sheet	0	0	0	
5.18	Cross Sections	10'V:40'H	EA	6	0.5	3	Rouse Rd. cross sections added for turn lane
5.19	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.21	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	

**Project Activity 5: Roadway Plans**

<b>Task No.</b>	<b>Task</b>	<b>Scale</b>	<b>Units</b>	<b>No. of Units or Sheet</b>	<b>Hours/ Unit or Sheet</b>	<b>Total Hours</b>	<b>Comments</b>
5.22	Utility Adjustment Sheets		Sheet	0	0	0	
5.23	Selective Clearing and Grubbing Sheet(s)		Sheet	0	0	0	
5.24	Project Network Control Sheet(s)	1"=100'	Sheet	0	0	0	
5.25	Environmental Detail Sheets		Sheet	0	0	0	
5.26	Utility Verification Sheet(s) (SUE Data)		Sheet	0	0	0	
<b>Roadway Plans Technical Subtotal</b>						<b>17</b>	
5.27	Quality Assurance/Quality Control		LS	%	5%	1	
5.28	Supervision		LS	%	5%	1	
<b>5. Roadway Plans Total</b>						<b>19</b>	

**Project Activity 6a: Drainage Analysis**

Estimator: Ken Kniel

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

408-128

<b>Task No.</b>	<b>Task</b>	<b>Units</b>	<b>No of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>Comments</b>
6a.1	Drainage Map Hydrology	Per Map	3	4	12	Revise basin divides and hydrology to accommodate soundwall impacts
6a.2	Base Clearance Report	Per Location	0	0	0	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	2	8	16	Onsite/offsite ditch impacts of the soundwalls
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	2	16	32	Original 2 new ponds with 3 modifications (New: 2 @ Rouse - Modified :Pond 7A outfall structure, Pond B-1 modeling for impervious area increase, Pond B-6 new modeling for impacts by ramp shift and basin area changes, Pond B-7 modeling for basin area change, Pond B-8 modeling and details for modified basin areas and pond design) Total of 7 pond designs/analysis
6a.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	1	16	16	Not included in original contract - modeling and impact volume calculations required at Rouse Road interchange. See Appendix E in Drainage Report
6a.9	Design of Storm Drains	EA	60	2	120	Additional structures to accommodate soundwall impacts. (129 negotiated, 171 total at 90% + 14 bridge scupper inlets); 4 inlets modified for Kehoe tiered walls
6a.10	Optional Culvert Material	EA	22	0.5	11	Jack and Bore Pitting Analysis
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	8	8	Revise for basin limit changes due to soundwalls
6a.14	Bridge Hydraulic Report	EA	0	0	0	



**Project Activity 6a: Drainage Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Cost Estimate	LS	1	0	0	
6a.17	Technical Special Provisions	LS	1	0	0	
6a.18	Other Drainage Analysis	LS	1	40	40	Hydroplaning Analysis and Memo (24), Special trench drain design at Little Econ Bridge Gore (16)
<b>Drainage Analysis Technical Subtotal</b>					<b>255</b>	
6a.19	Field Reviews	LS	1	0	0	
6a.20	Technical Meetings	LS	1	0	0	Meetings are listed below
6a.21	Environmental Look-Around (ELA) Meeting	LS	1	0	0	N/A
6a.22	Quality Assurance/Quality Control	LS	%	5%	13	
6a.23	Independent Peer Review	LS	%	0%	0	
6a.24	Supervision	LS	%	5%	13	
<b>Drainage Analysis Nontechnical Subtotal</b>					<b>26</b>	
6a.25	Coordination	LS	%	3%	8	
<b>6a. Drainage Analysis Total</b>					<b>289</b>	

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

Carries to 6.19

Carries to Tab 3

**6b. Drainage Plans**

Estimator: Ken Kniel

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
408-128

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	4	2	8	
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	
6b.3	Summary of Drainage Structures		Sheet	0	0	0	
6b.4	Optional Pipe/Culvert Material		Sheet	0	0	0	
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	46	2	92	Noise Wall additions (38); Pier protection (4); Kehoe wall modifications (4)
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	1	16	16	1 in original contract - 2 details in 90% plans
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	2	24	48	Pond B-6 (detail impacts-24) and pond B-8 (full detail - 24)
6b.10	Retention Pond Cross Sections		EA	0	0	0	
6b.11	Erosion Control Plan Sheet(s)		Sheet	0	0	0	
6b.12	SWPPP Sheet(s)		Sheet	0	0	0	
<b>Drainage Plans Technical Subtotal</b>						<b>164</b>	
6b.13	Quality Assurance/Quality Control		LS	%	5%	8	
6b.14	Supervision		LS	%	5%	8	
<b>6. Drainage Plans Total</b>						<b>180</b>	

**Project Activity 8: Environmental Permits**

Estimator: Ken Kriel

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

408-128

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Environmental Permits, Compliances and Clearances</b>						
8.1	Preliminary Project Research	LS	1	0	0	
<b>Permits</b>						
8.2	<b>Field Work</b>					
8.2.1	Pond Site Alternatives	per pond site	1	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.2.4	Archeological Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	<b>Complete And Submit All Required Permit Applications</b>					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Prepare Dredge and Fill Sketches (as needed)	LS	1	50	50	30 hours for sketches at 2 location in original contract. Total 7 locations for wetland impacts and 34 OSW impacts after noisewalls.
8.6	Prepare USCG Permit Sketches	LS	1	0	0	
8.7	Prepare Water Management District Right-of-Way Occupancy Permit	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare Tree Permit Information	LS	1	0	0	
8.10	Mitigation Design	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	24	24	Wood stork foraging habitat impact exhibits and calculations for permit
8.12	Other Environmental Permits	LS	1	0	0	
<b>Environmental Clearances/Reevaluations</b>						

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13	<b>Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)</b>					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Features	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat	LS	1	0	0	
8.13.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.13.6	Section 7 or Section 10 Consultation	LS	1	0	0	

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
8.14	<b>Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)</b>						
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0		
8.14.2	Archaeological and Historical Features	LS	1	0	0		
8.14.3	Wetland Impact Analysis	LS	1	0	0		
8.14.4	Essential Fish Habitat	LS	1	0	0		
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0		
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0		
8.15	Contamination Impact Analysis	LS	1	0	0		
8.16	Asbestos Survey	LS	1	0	0		
<b>Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal</b>					<b>74</b>		
8.17	Technical Meetings	LS	1	0	0	Meetings are listed below	
8.18	Quality Assurance/Quality Control	LS	%	5%	4		
8.19	Supervision	LS	%	5%	4		
<b>Environmental Permits, Compliance and Clearances Nontechnical Subtotal</b>					<b>8</b>		
8.20	Coordination	LS	%	3%	2		
<b>8. Environmental Permits, Compliance and Clearances Total</b>					<b>84</b>		

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0	no	0
NMFS	EA	0	0	0		0
ACOEUSACE	EA	0	0	0		0
USCG	EA	0	0	0		0
USFWS	EA	0	0	0		0
FFWCC	EA	0	0	0		0
FDOT/County	EA	0	0	0		0
Other Meetings	EA	0	0	0	no	0

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
<b>Subtotal Technical Meetings</b>					<b>0</b>	<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings		EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings		EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
<b>Total Meetings</b>					<b>0</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Carries to 8.18

Carries to Tab 3

**Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings**

Estimator: TJ Lallathin

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

408-128

Task No.	Task	Units	Design and Production Staffhours				Comments						
			No. of Units	Hours per Unit	No. of Sheets	Total							
<b>General Drawings</b>													
9.1	Key Sheet and Index of Drawings	Sheet	0	0	0	0							
9.2	Project Layout	Sheet	0	0	0	0							
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0							
9.4	Miscellaneous Common Details	Sheet	1	128	1	128	2 sheets - concrete median cover details with end wall (applicable to 2 bridge sites with different MOT) (40 hrs); 2 sheets - existing expansion joint replacement details (applicable to 3 bridge sites with 2 different existing joint types) (32 hrs); 1 sheet - bridge supported ITS detail (16 hrs); 1 sheet - light pole pedestal retrofit details (16 hrs); 2 sheets - surface finish details (24 hrs)						
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0							
9.6	Existing Bridge Plans	LS	0	0		0							
9.7	Assemble Plan Summary Boxes and Quantities	LS	0	0		0							
9.8	Cost Estimate	LS	0	0		0							
9.9	Technical Special Provisions	LS	1	4		4	MSP for 10,000 psi concrete						
<b>Structures - Summary and Miscellaneous Tasks and Drawings Subtotal</b>						1	132						
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18		
10-16	SR 408 over Little Econlockhatchee River	146	0	0	0	146		0	0				
10-16	SR 408 over Rouse Road (Included by RS&H)	0											
10-16	SR 408 over Kehoe Boulevard	0	0			0							
10-16	SR 408 over Alafaya Trail	-536	0			144	-680						
17	Retaining Walls	618								618			
18	Miscellaneous Structures	196									196		
<b>Structures Technical Subtotal</b>		<b>424</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>290</b>	<b>-680</b>	<b>0</b>	<b>0</b>	<b>618</b>	<b>196</b>		

**Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings**

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	LS	1	8	8	2 reviews x 2 people x 2 hours - for noise wall conflicts + Little Econ drainage
9.11	Technical Meetings	LS	1	0	0	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	5%	28	This should be (5% to 10%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35")
9.13	Independent Peer Review	LS	0	0	0	N/A
9.14	Supervision	LS	%	5%	28	This should be (3% to 7%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35")
<b>Structures Nontechnical Subtotal</b>					<b>64</b>	
9.15	Coordination	LS	1	40	40	Aesthetics/Geotech/ITS/Drainage for noise walls and Drainage/MOT for Little Econ Bridge Deck Drainage
<b>9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total</b>					<b>236</b>	

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

Carries to 9.11

Carries to Tab 3



**Project Activity 13: Structures- Medium Span Concrete**

Estimator: TJ Lallathin

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

Bridge Identifier (Number or Name): SR 408 over Little Econlockhatchee River

408-128

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>General Layout Design and Plans</b>							
13.1	Overall Bridge Final Geometry	LS	0	0		0	
13.2	Expansion/Contraction Analysis	EA Unit	0	0		0	
13.3	General Plan and Elevation	Sheet	0	0	0	0	
13.4	Construction Staging	Sheet	1	18	1	18	Additional sheets required for bridge deck drainage improvements and light pole pedestal retrofits along the outside bridge copings for full length of bridge (within straight and tapered portion of bridge including ramps)
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
13.6	Miscellaneous Details	Sheet	1	12	1	12	Slope protection details, atypical sand cement rip rap details
<b>End Bent Design and Plans</b>							
13.7	End Bent Geometry	EA End Bent	0	0		0	
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	
13.9	End Bent Structural Design	EA Design	0	0		0	
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	
13.11	End Bent Details	Sheet	0	0	0	0	

**Project Activity 13: Structures- Medium Span Concrete**

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Intermediate Bent Design and Plans</b>							
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	1	16		16	Existing intermediate bent 7 analysis (supports proposed gore widening)
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
<b>Pier Design and Plans</b>							
<b>Miscellaneous Substructure Design and Plans</b>							
13.22	Foundation Layout	Sheet	0	0	0	0	
<b>Superstructure Deck Design and Plans</b>							
13.23	Finish Grade Elevation (FGE) Calculation	LS	0	0		0	
13.24	Finish Grade Elevations	Sheet	0	0	0	0	
13.25	Bridge Deck Design	EA Section	1	8		8	Modified deck design required to accommodate drainage within gore area
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	0	0		0	
13.27	Diaphragm Design	EA Section	0	0		0	
13.28	Superstructure Plan	Sheet	0	0	0	0	
13.29	Superstructure Section	Sheet	0	0	0	0	
13.30	Miscellaneous Superstructure Details	Sheet	1	72	1	72	Gore bridge deck drainage details (32 hours); replacement/retrofit bridge deck drainage details (replacement of existing drainage system) (32 hours); thrust block removal details within existing span 7 to remain (8 hours)

**Project Activity 13: Structures- Medium Span Concrete**

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Reinforcing Bar Lists</b>							
13.31	Preparation of Reinforcing Bar List	Sheet	0	0	0	0	
<b>Continuous Concrete Girder Design</b>							
<b>Simple Span Concrete Design</b>							
13.49	Prestressed Beam	EA Design	1	12		12	Modified FIB36 (removed portion of top flange) to accommodate bridge deck drainage within gore (semi-custom beam design)
13.50	Prestressed Beam Schedules	Sheet	1	4	1	4	Modified FIB36 (removed portion of top flange) to accommodate bridge deck drainage within gore (details)
13.51	Framing Plan	Sheet	0	0	0	0	
<b>Beam Stability</b>							
13.52	Beam/girder stability	EA Unit	0	0		0	
<b>Bearing</b>							
13.53	Bearing pad and bearing plate design	Type/ Span	0	0		0	
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
<b>Load Rating</b>							
13.55	Load Ratings	Per Beam	1	4		4	Include Modified FIB36
<b>13. Structures - Medium Span Concrete Bridge Total</b>					<b>4</b>	<b>146</b>	

**Project Activity 13: Structures- Medium Span Concrete**

Estimator: TJ Lallathin

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

Bridge Identifier (Number or Name): SR 408 over Alafaya Trail

408-128

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>General Layout Design and Plans</b>							
13.1	Overall Bridge Final Geometry	LS	0	0		0	
13.2	Expansion/Contraction Analysis	EA Unit	0	0		0	
13.3	General Plan and Elevation	Sheet	0	0	0	0	
13.4	Construction Staging	Sheet	0	0	0	0	
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
13.6	Miscellaneous Details	Sheet	1	24	1	24	Existing bridge drainage details during MOT phase
<b>End Bent Design and Plans</b>							
13.7	End Bent Geometry	EA End Bent	0	0		0	
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	
13.9	End Bent Structural Design	EA Design	0	0		0	
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	
13.11	End Bent Details	Sheet	0	0	0	0	

**Project Activity 13: Structures- Medium Span Concrete**

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Intermediate Bent Design and Plans</b>							
<b>Pier Design and Plans</b>							
<b>Miscellaneous Substructure Design and Plans</b>							
13.22	Foundation Layout	Sheet	0	0	0	0	
<b>Superstructure Deck Design and Plans</b>							
13.23	Finish Grade Elevation (FGE) Calculation	LS	0	0		0	
13.24	Finish Grade Elevations	Sheet	0	0	0	0	
13.25	Bridge Deck Design	EA Section	1	8		8	Additional design for median section and variable beam spacing
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	0	0		0	
13.27	Diaphragm Design	EA Section	0	0		0	
13.28	Superstructure Plan	Sheet	0	0	0	0	
13.29	Superstructure Section	Sheet	0	0	0	0	
13.30	Miscellaneous Superstructure Details	Sheet	1	8	1	8	Closed concrete cap median details - bridge specific (8 hours)

**Project Activity 13: Structures- Medium Span Concrete**

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Reinforcing Bar Lists</b>							
13.31	Preparation of Reinforcing Bar List	Sheet	0	0	0	0	
<b>Continuous Concrete Girder Design</b>							
<b>Simple Span Concrete Design</b>							
13.49	Prestressed Beam	EA Design	4	8		32	FUBs
13.50	Prestressed Beam Schedules	Sheet	1	12	1	12	
13.51	Framing Plan	Sheet	1	12	1	12	
<b>Beam Stability</b>							
13.52	Beam/girder stability	EA Unit	2	4		8	
<b>Bearing</b>							
13.53	Bearing pad and bearing plate design	Type/ Span	2	4		8	Different spacing with DL and LL reactions
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
<b>Load Rating</b>							
13.55	Load Ratings	Per Beam	4	8		32	Exterior beam, and variable interior beam spacing
<b>13. Structures - Medium Span Concrete Bridge Total</b>					<b>4</b>	<b>144</b>	

**Project Activity 14: Structures -Structural Steel**

Estimator: TJ Lallathin

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

Bridge Identifier (Number or Name): SR 408 over Alafaya Trail

408-128

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>General Layout Design and Plans</b>							
14.1	Overall Bridge Final Geometry	LS	1	0		0	
14.2	Expansion/Contraction Analysis	EA Unit	0	0		0	
14.3	General Plan and Elevation	Sheet	0	0	0	0	
14.4	Construction Staging	Sheet	0	0	0	0	
14.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
14.6	Miscellaneous Details	Sheet	0	0	0	0	
<b>End Bent Design and Plans</b>							
14.7	End Bent Geometry	EA Bent	0	0		0	
14.8	Wingwall Design and Geometry	EA Bent	0	0		0	
14.9	End Bent Structural Design	EA Design	0	0		0	
14.10	End Bent Plan and Elevation	Sheet	0	0	0	0	
14.11	End Bent Details	Sheet	0	0	0	0	
<b>Intermediate Bent Design and Plans</b>							
<b>Pier Design and Plans</b>							
<b>Miscellaneous Substructure Design and Plans</b>							
14.22	Foundation Layout	Sheet	0	0	0	0	
<b>Superstructure Deck Design and Plans</b>							
14.23	Finish Grade Elevation (FGE) Calculation	LS	1	0		0	
14.24	Finish Grade Elevations	Sheet	0	0	0	0	
14.25	Bridge Deck Design	EA section	0	0		0	
14.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	0	0		0	

**Project Activity 14: Structures -Structural Steel**

<b>Task No.</b>	<b>Task</b>	<b>Unit</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>No. of Sheets</b>	<b>Total Hours</b>	<b>Comments</b>
14.27	Superstructure Plan	Sheet	0	0	0	0	
14.28	Superstructure Section	Sheet	0	0	0	0	
14.29	Miscellaneous Bridge Deck Details	Sheet	0	0	0	0	
<b>Reinforcing Bar Lists</b>							
14.30	Preparation of Reinforcing Bar List	Sheet	0	0	0	0	
<b>Structural Steel Plate Girder Design</b>							
14.31	Unit Modeling	EA Unit	-2	40		-80	Phase I (Middle portion), Full typical section
14.32	Section Design	EA Unit	-2	24		-48	Phase I (Middle portion), Full typical section
14.33	Stiffener Design and Locations	EA Unit	-2	12		-24	Phase I (Middle portion), Full typical section
14.34	Cross-Frame Design	EA Unit	-4	16		-64	Cross frame for inside bridge (1), full width bridge (1); end diaphragm for inside bridge (1), full width bridge (1)
14.35	Connections	EA Unit	-2	12		-24	
14.36	Bearing Assembly Design and Detailing (with Jacking Analysis)	EA Unit	-2	8		-16	
14.37	Splice Design	EA Unit	-2	18		-36	
14.38	Shear Stud Connectors	EA Unit	-2	4		-8	
14.39	Deflection Analysis	EA Unit	-2	16		-32	
14.40	Framing Plan	Sheet	-1	40	-1	-40	Skewed and phased
14.41	Girder Elevation	Sheet	-1	40	-1	-40	
14.42	Structural Steel Details	Sheet	-2	40	-2	-80	
14.43	Splice Details	Sheet	-1	16	-1	-16	
14.44	Girder Deflections and Camber	Sheet	-2	16	-2	-32	
<b>Structural Steel Box Girder Design</b>							
<b>Erection Scheme</b>							



**Project Activity 14: Structures -Structural Steel**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.60	Erection scheme analysis	EA Critical Stage	-2	16		-32	
14.61	Erection scheme	Sheet	-2	24	-2	-48	One for outside, one for inside
<b>Load Rating</b>							
14.62	Load Rating	EA Unit	-1	60		-60	Skewed grid analysis in final condition
<b>14. Structures - Structural Steel Bridge Total</b>					<b>-9</b>	<b>-680</b>	

**Project Activity 17: Retaining Walls**

Estimator: TJ Lallathin

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

408-128

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>General Requirements</b>							
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	Per Wall	1	104		104	Permanent: Rouse - 2 MSE wall modifications, WB off Ramp - 1 new MSE wall, Kehoe - 2 MSE wall modifications, 4 new CIP walls, Alafaya - 2 new phased MSE walls, 1 new CIP wall; Total = 12 permanent (1 additional)  Temporary Sheet Piles: Kehoe - 3 for footing installation adjacent to access - (Design not needed), Kehoe - 4 to reconstruct existing MSE wall at outside widening, Alafaya - 4 for footing removal adjacent to roadway (Design not needed), 4 for phased bridge construction, 4 soldier pile walls at existing MSE wall/backwall ; Total = 19 (4 additional) temporary sheet pile walls  Temporary Wire Mesh Walls: Alafaya - 4 adjacent to sheet pile walls, 4 running along alignment until tie down; Total = 8 temporary wire mesh walls  Revised Kehoe Wall Layout (Tiered planter Walls): 6 CIP retaining walls (4 planter walls, 2 upper walls with noise wall on top), 4 MSE walls; Total = 10 permanent (all additional)  MSE/CIP walls: 11 @ 8 hours Temporary critical sheet pile walls: 4 @ 4 hours Temporary Wire Mesh Walls: 0 @ 4 hours
<b>Permanent Proprietary Walls</b>							
17.3	Vertical Wall Geometry	Per Wall	4	8		32	New walls at Kehoe
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	Included in original scope
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	4	12	4	48	
17.6	Details	Sheet	0	0	0	0	Included in original scope
<b>Temporary Proprietary Walls</b>							
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	

**Project Activity 17: Retaining Walls**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Cast-in-Place Retaining Walls</b>							
17.11	Design	EA Design	7	12		84	Additional wall east of Alafaya + 6 walls at Kehoe
17.12	Vertical Wall Geometry	EA Wall	7	8		56	Revision of original walls
17.13	General Notes	Sheet	0	0	0	0	N/A in original scope
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	12	12	12	144	Revision of original walls
17.15	Sections and Details	Sheet	2	24	2	48	Special design for Noise wall on top of CIP wall
17.16	Reinforcing Bar List	Sheet	7	4	7	28	

**Project Activity 17: Retaining Walls**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Other Retaining Walls and Bulkheads</b>							
17.17	Design	EA Design	1	8		8	Temporary Cantilever Critical Sheet Pile Walls: 1 design at Kehoe for pier construction (Not needed - credit), 1 design at Kehoe for wall reconstruction, 2 designs at Alafaya due to differing heights (piers), 1 design at Alafaya (phased construction) all @ 12 hours each Temporary Anchored Sheet Pile Walls: 2 designs at Alafaya @ 32 hours each, 1 design @ Kehoe for ramp Temporary Soldier Pile Wall: 2 designs at Alafaya (face of wall & spanning gas line) @ 16 hours each
17.18	Vertical Wall Geometry	EA Wall	4	6		24	Temporary: Kehoe - 3 for footing installation adjacent to access, Kehoe - 4 to reconstruct existing MSE wall at outside widening, Alafaya - 4 for footing installation adjacent to roadway, 4 for phased construction, 4 soldier pile walls; Total = 19 temporary
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	N/A in original scope
17.20	Wall Plan and Elevations	Sheet	1	18	1	18	Soldier pile walls @ Alafaya
17.21	Details	Sheet	1	24	1	24	Soldier pile walls @ Alafaya
<b>17. Structures - Retaining Walls Total</b>					<b>27</b>	<b>618</b>	

**Project Activity 18: Miscellaneous Structures**

Estimator: T J Lallathin

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
408-128

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Concrete Box Culvert</b>							
18.1	Concrete Box Culverts	EA	0	0		0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	0	0	0	0	
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	0	0	0	0	
<b>Strain Poles</b>							
18.5	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.6	Concrete Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.7	Strain Pole Data Table Plan Sheets	Sheet	0	0	0	0	
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	
<b>Mast Arms</b>							
18.9	Mast Arms	EA Design	0	0		0	
18.10	Mast Arms Data Table Plan Sheets	Sheet	0	0	0	0	
18.11	Mast Arm Special Details Plan Sheets	Sheet	0	0	0	0	
<b>Overhead/Cantilever Sign Structures</b>							
18.12	Cantilever Sign Structures	EA Design	0	0		0	
18.13	Overhead Span Sign Structures	EA Design	0	0		0	
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	1	-112		-112	Box truss not required - Using 2 separate structures with static panels, need walkway details (-160 + 48 = -112)
18.15	Monotube Overhead Sign Structure	EA Design	0	0		0	
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0		0	
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	0	0	0	0	
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	0	0	0	0	
<b>High Mast Lighting</b>							
18.19	Non-Standard High Mast Lighting Structures	EA Design	0	0		0	
18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	
<b>Noise Barrier Walls (Ground Mount)</b>							
18.21	Horizontal Wall Geometry	EA Wall	8	8		64	Additional hours for varying layout of walls NW-01: 1340, NW-02 - 4340, NW-03 1860, NW-04 620, NW-05 1100, NW-06 2120, NW-07 1020, NW-08 2420, SW-01 500

**Project Activity 18: Miscellaneous Structures**

18.22	Vertical Wall Geometry	EA Wall	8	8		64	Maintain "flat" top of wall to improve aesthetics and calculating top of wall geometry since walls are adjacent to roadway not just along existing ground line
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	2	12	2	24	Additional Data Tables (3000' per sheet)
18.24	Control Drawings	Sheet	9	12	9	108	(15320-10930) LF/500' per sheet; curved/tapered walls
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0		0	N/A - in original scope
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	1	24		24	Evaluate existing retaining wall to include 14' noise wall. Also develop standard for 14' noise wall on retaining wall.
18.27	Aesthetic Details	LS	1	24		24	Shoulder mounted noise wall aesthetic details
<b>Special Structures</b>							
18.28	Fender System	LS	0	0		0	
18.29	Fender System Access	LS	0	0		0	
18.30	Special Structures	LS	1	0		0	
18.31	Other Structures	LS	1	0		0	
<b>18. Structures - Miscellaneous Total</b>						<b>11</b>	<b>196</b>

**Project Activity 23: Lighting Analysis**

Estimator: Jim Highland

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
408-128

<b>Task No.</b>	<b>Task</b>	<b>Units</b>	<b>No. of Units</b>	<b>Hours/ Units</b>	<b>Total Hours</b>	<b>Comments</b>
23.1	Lighting Justification Report	LS	1	0	0	
23.2	Lighting Design Analysis Report	LS	1	16	16	LDAR from Woodbury to Challenger Parkway. Lighting system analysis for Upgrade to LED. Assessment of pole locations, light levels, light pole life cycle.
23.3	Aeronautical Evaluation	LS	1	0	0	
23.4	Voltage Drop Calculations	LS	1	0	0	EPG
23.5	FDEP Coordination and Report	LS	1	0	0	
23.6	Reference and Master Design Files	LS	1	130.5	131	45 hours x 2.9 miles (1.3miles mainline+1.6 miles for ramps C1, C3 and C4)
23.7	Temporary Lighting	LS	1	0	0	
23.8	Design Documentation	LS	1	0	0	
23.9	Quantities	LS	17	2	34	
23.10	Cost Estimate	LS	1	0	0	
23.11	Technical Special Provisions	LS	1	0	0	
23.12	Other Lighting Analysis	LS	1	0	0	
<b>Lighting Analysis Technical Subtotal</b>					<b>181</b>	
23.13	Field Reviews	LS	1	8	8	Field review for Woodbury to SR 50 (2 people x 4hrs)
23.14	Technical Meetings	LS	1	0	0	
23.15	Quality Assurance/Quality Control	LS	%	5%	9	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	9	
<b>Lighting Analysis Nontechnical Subtotal</b>					<b>26</b>	
23.18	Coordination	LS	%	3%	6	
<b>23. Lighting Analysis Total</b>					<b>213</b>	

**Project Activity 23: Lighting Analysis**

<b>Technical Meetings</b>	<b>Units</b>	<b>No of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>PM Attendance at Meeting Required?</b>	<b>Number</b>
Lighting Design	EA	0	0	0		0
Traffic Design	EA	0	0	0		0
Power Company (service point coordination)	EA	0	0	0	no	0
Maintaining Agency (cities, counties)	EA	0	0	0		0
Airport authority	EA	0	0	0		0
FDEP Lighting (coast areas)	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
<b>Subtotal Technical Meetings</b>				<b>0</b>	<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
<b>Total Meetings</b>				<b>0</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Carries to 23.14

Carries to Tab 3



**24. Lighting Plans**

Estimator: Jim Highland

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
408-128

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	0	0	0	0	
24.2	Summary of Pay Items Including Designer Interface (TRNS+Port) Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	2	2	2	4	
24.4	General Notes/Pay Item Notes		Sheet	0	0	0	0	
24.5	Pole Data, Legend and Criteria		Sheet	2	8	2	16	
24.6	Service Point Details		Sheet	0	0	0	0	EPG
24.7	Project Layout		Sheet	0	0	0	0	
24.8	Plan Sheet	50	Sheet	17	2	17	34	
24.9	Special Details		Sheet	2	4	2	8	Underdeck lighting details at Woodbury and SR 50
24.10	Temporary Lighting Data and Details		Sheet	0	0	0	0	
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	
24.12	Interim Standards		LS	1	0		0	
<b>Lighting Plans Technical Subtotal</b>						<b>23</b>	<b>62</b>	
24.13	Quality Assurance/Quality Control		LS	%	5%		3	
24.14	Supervision		LS	%	2%		1	
<b>24, Lighting Plans Total</b>						<b>23</b>	<b>66</b>	

**27. Survey**

Estimator: Al Quickel

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

408-128

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									
		Mile			0.00		0.00		0.00	
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.6	Topography/DTM (3D)									Additional Survey for Sound walls. 700 feet along EB 408 to NB 417 350 feet behind the pond west of the toll plaza. 950 feet behind the pond at Woodbury Road Estimate includes additional control set as needed.
		Mile	0.38	7.92	3.00	0.50	1.50	4.00	12.00	
27.7	Planimetric (2D)									Locate roadway lighting from Woodbury Road to Challenger Parkway and the SR 50 ramps.

**27. Survey**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
		Spot	76.00	0.03125	2.375	0.50	1.19	4.00	9.50	Approximately 76 light poles
27.8	Roadway Cross-Sections/Profiles	EA	3.00	0,1667	0.50	0.50	0.25	4.00	2.00	Additional Survey for Overhead signs beyond previous design survey limits. Sections at stations: • OC-3 Sta. 525+71 Northbound Dean Road • OC-2 Sta. 535+03 Southbound Dean Road • OC-14 Sta. 758+52 Southbound Alafaya Trail.
27.9	Side Street Surveys									
27.10	Underground Utilities									
	Designates	Mile	1.23	1.75	2.15	0.50	1.08	2.00	4.31	Additional clearance holes and designations for roadway lighting outside of original limits. Estimating: 6500 feet of street lighting @ Challenger Pky, Clearance Holes for 2 TMS, 8 CCTV, 1 signal, 1 DMS, 6 Sign locations LESS 9 Clearance holes in original contract (18-9=9 total additional clearances)
	Locates	Point	9	0.50	4.50	0.50	2.25	2.00	9.00	
	Survey		25%	6.65	1.66	0.50	0.83	4.00	6.65	
27.11	Outfall Survey	Mile	0.50	1.00	0.50	0.50	0.25	3.00	1.50	Pond outfall relating to pond site referenced in 27.15
27.12	Drainage Survey	EA	5.00	10.00	0.50	0.50	0.25	4.00	2.00	detail drainage structures (w/ surveyed top elevation) around and related to pond site referenced in 27.15
27.13	Bridge Survey	EA	1.00	1.00	1.00	0.50	0.50	4.00	4.00	Additional Survey for Pier Protection at Woodbury Rd.
27.14	Channel Survey	EA			0.00		0.00		0.00	
27.15	Pond Site Survey	EA	1.00	3.00	3.00	0.50	1.50	4.00	12.00	Pond parcel site Survey (NW quad SR 408 & Dean Rd.)
27.16	Mitigation Survey	Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey	Mile			0.00		0.00		0.00	
27.18	Geotechnical Support	EA			0.00		0.00		0.00	
27.19	Sectional / Grant Survey	Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									

**27. Survey**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
		Block			0.00		0.00		0.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									
					0.00					
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	
<b>Survey Subtotal</b>				<b>Crew Days</b>	<b>19</b>	<b>Field Support Hours</b>	<b>9.60</b>	<b>Office Support Hours</b>	<b>62.96</b>	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
				19	0		0		0	
27.30	Document Research	Units							0	
27.31	Field Reviews	Units							0	
27.32	Technical Meetings	LS							0	
27.33	Quality Assurance / Quality Control	LS							0	
								5%	3.15	% of Office

**27. Survey**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.34	Supervision	LS						5%	3.63	% of Office + Field
27.35	Coordination	LS						3%	2.18	% of Office + Field
<b>27. Survey Total</b>				<b>Crew Days</b>	<b>19</b>	<b>Field Support Hours</b>	<b>9.60</b>	<b>Office Support Hours</b>	<b>71.92</b>	

SPLS =  
 PLS =  
 Office Support =  
 Total Hours = 82

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

Carries to 27.32

Carries to Tab 3

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

### 33. ITS Analysis

Estimator: Nick DeVito

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)

408-128

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	0	0	0	
33.2	Communications Plan Analysis	LS	0	0	0	
33.3	Lightning Protection Analysis	Per Site	0	0	0	
33.4	Power Subsystem	LS	1	0	0	EPG
33.5	Voltage Drop Calculations	LS	1	0	0	EPG
33.6	Design Documentation	LS	0	0	0	
33.7	Existing ITS System	LS	0	0	0	
33.8	Queue Analysis	PI	0	0	0	
33.9	Reference and Master ITS Design File	PI	0	0	0	
33.10	Reference and Master Communications Design File	LS	1	94	94	3 WWD sites @ 12 hrs/site (2 sites @ Rouse and 1 site @ Alafaya) = 36 hrs 2.5-mile Backbone replacement on north and south sides of SR 408 from Rouse Rd to Woodbury @ 10 hrs/mile = 25 hrs 2.5-mile Temporary backbone/feeder design due to impacts unavoidable until permanent installation can be installed within proposed roadway shoulder @ 10 hrs/mile = 25 hrs 4 Toll DMS relocations = 8 hrs
33.11	Pole Elevation Analysis	LS	0	0	0	
33.12	Sign Panel Design Analysis	LS	0	0	0	
33.13	Quantities	Sheet	52	1	52	New WWD sheets, New MOC Sheets & Permanent sheet changes
33.14	Cost Estimate	LS	0	0	0	
33.15	Technical Special Provisions	LS	1	4	4	WWD TSP review
33.16	Other ITS Analyses	LS	0	0	0	
<b>Intelligent Transportation Systems Analysis Technical Subtotal</b>					<b>150</b>	

### 33. ITS Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.17	Field Reviews	LS	1	12	12	2 people @ 2hrs/ WWD site * 3 WWD sites = 12 hrs
33.18	Technical Meetings	LS	1	0	0	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	5%	8	
33.20	Supervision	LS	%	5%	8	
<b>Intelligent Transportation Systems Analysis Nontechnical Subtotal</b>					<b>28</b>	
33.21	Coordination	LS	%	3%	5	
<b>33. Intelligent Transportation Systems Analysis Total</b>					<b>183</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with CFX	EA	0	0	0		0
Local Governments (cities, counties, MPO)	EA	0	0	0		0
Utility Owners	EA	0	0	0		0
Field Meetings	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
<b>Subtotal Technical Meetings</b>				<b>0</b>	<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
<b>Total Meetings</b>				<b>0</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Carries to 33.18

Carries to Tab 3

**34. ITS Plans**

Estimator: Nick DeVito

SR 408 Widening from SR 417 to Alafaya Trail (SA #1)  
408-128

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
34.1	Key Sheet		Sheet	0	0	0	0	
34.2	Summary of Pay Items-including Designer Interface (Trns•port) Input		Sheet	0	0	0	0	
34.3	Tabulation of Quantities		Sheet	11	2	11	22	Additional sheets due to new WWD and Backbone/Feeder replacement pay items
34.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	WWD, Backbone/Feeder replacement and Toll DMS notes
34.5	Project Layout		Sheet	2	1	2	2	Add WWD sheet and Ramp AT4 sheet due to Backbone/Feeder replacement
34.6	Typical and Special Details		Sheet	24	1	24	24	Additional Details, New and CFX modifications. (original scope was 68 details and now have 92 per plans)
34.7	Plan Sheet	50	Sheet	52	2	52	104	3 new plan detail sheets- WWD @ 3 hrs/sht = 9hrs 26 revised sheets - WWD and Permanent backbone/feeder replacement from Rouse to Woodburry @ 2 hrs/sht = 52hrs 23 sheets - Temporary backbone/feeder sheets @ 3 hrs/sht = 69hrs  Total = 130 Hours
34.8	ITS Communications Plans		Sheet	0	0	0	0	
34.9	Fiber Optic Splice Diagrams		Sheet	22	2	22	44	10 Permanent Splicing due to WWD and backbone/feeder replacement @ 2 hrs/sht = 20hrs 12 Permanent Splicing due to WWD and backbone/feeder replacement @ 2 hrs/sht = 24hrs
34.10	Lightning Protection Plans		Sheet	0	0	0	0	
34.11	Cross Sections		Sheet	0	0	0	0	
34.12	Guide Sign Worksheet(s)		Sheet	0	0	0	0	
34.13	Special Service Point Details		Sheet	0	0	0	0	EPG
34.14	Strain Pole Schedule		Sheet	0	0	0	0	
34.15	Overhead/Cantilever Sign Structure		Sheet	0	0	0	0	
34.16	Other Overhead Sign Structures (Long Span, Monotube, etc.)		Sheet	0	0	0	0	
34.17	Traffic Control Plans		Sheet	0	0	0	0	
34.18	Interim Standards		Sheet	0	0	0	0	
34.19	GIS Data and Asset Management Requirements		LS	0	0	0	0	



**34. ITS Plans**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Intelligent Transportation System Plans Technical Subtotal</b>						<b>112</b>	<b>198</b>	
34.20	Quality Assurance/Quality Control		LS	%	5%		10	
34.21	Supervision		LS	%	5%		10	
<b>34. Intelligent Transportation System Plans Total</b>						<b>112</b>	<b>218</b>	

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: SR 408  
 County: Orange  
 FPN:  
 FAP No.:

Consultant Name: EPG Engineering  
 Consultant No.:  
 Date:

Estimator: Mohsen

Staff Classification	Total Staff Hours From "SH Summary Firm"	Principal Engineer A	Engineer B	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$150.00	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc, Tasks, Dwgs, Non-Tech,	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	115	81	34	0	0	0	0	0	0	0	0	0	0	115	\$15,550	\$135.22
24. Lighting Plans	33	23	10	0	0	0	0	0	0	0	0	0	0	33	\$4,450	\$134.85
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	148	104	44	0	0	0	0	0	0	0	0	0	0	148		
<b>Total Staff Cost</b>		\$15,600.00	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$20,000.00	\$135.14

Check = \$20,000.00

Survey Field Days by Subconsultant  
 4 - Person Crew:

SALARY RELATED COSTS:				\$20,000.00
OVERHEAD:	0%			\$0.00
OPERATING MARGIN:	0%			\$0.00
FCCM (Facilities Capital Cost Money):	0.00%			\$0.00
EXPENSES:	0.00%			\$0.00
Survey (Field - if by Prime)	0	4-man crew		\$0.00
		days @	\$ / day	
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$20,000.00</b>
Subconsultant: Enter Name Sub 1				\$0.00
Subconsultant: Sub 2				\$0.00
Subconsultant: Sub 3				\$0.00
Subconsultant: Sub 4				\$0.00
Subconsultant: Sub 5				\$0.00
Subconsultant: Sub 6				\$0.00
Subconsultant: Sub 7				\$0.00
Subconsultant: Sub 8				\$0.00
Subconsultant: Sub 9				\$0.00
Subconsultant: Sub 10				\$0.00
Subconsultant: Sub 11				\$0.00
Subconsultant: Sub 12				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$20,000.00</b>
Geotechnical Field and Lab Testing				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$20,000.00</b>
Optional Services				\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>				<b>\$20,000.00</b>

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

**Project Activity 23: Lighting Analysis**

Estimator:

SR 408  
0

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Investigate Entry point to toll plaza	LS			0	
23.2	Input to design Methodology	LS			0	
23.3	Aeronautical Evaluation	LS		0	0	
23.4	Voltage Drop Calculations	LS	3	18	54	(2) for lighting; (1) for ITS WWD
23.5	Power Subsystem	LS	3	16	48	WWD Load centers
23.6	Reference and Master Design Files	LS	1	0	0	
23.7	Temporary Lighting	LS	1	0	0	
23.8	Design Documentation	LS	1	0	0	
23.9	Quantities	LS	1	0	0	
23.10	Cost Estimate	LS	1	0	0	
23.11	Technical Special Provisions	LS	1	0	0	
23.12	Other Lighting Analysis	LS	1	0	0	
<b>Lighting Analysis Technical Subtotal</b>					<b>102</b>	
23.13	Field Reviews	LS	1	0	0	
23.14	Technical Meetings	LS	0	0	0	
23.15	Quality Assurance/Quality Control	LS	%	5%	5	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	5	
<b>Lighting Analysis Nontechnical Subtotal</b>					<b>10</b>	
23.18	Coordination	LS	%	3%	3	

**Project Activity 23: Lighting Analysis**

23. Lighting Analysis Total	115	
-----------------------------	-----	--

**Project Activity 23: Lighting Analysis**

<b>Technical Meetings</b>				
Lighting Design	EA	0	0	0
Traffic Design	EA	0	0	0
Power Company (service point coordination)	EA	0	0	0
Maintaining Agency (cities, counties)	EA	0	0	0
Airport authority	EA	0	0	0
FDEP Lighting (coast areas)	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>				<b>0</b>
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
<b>Total Meetings</b>				<b>0</b>

Carries to 23.14

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

**Project Activity 24: Lighting Plans**

Estimator:

SR 408  
0

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	0	0	0	0	
24.2	Summary of Pay Items Including CES Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	0	0	0	0	
24.4	General Notes/Pay Item Notes		Sheet	0	0	0	0	
24.5	Pole Data, Legend and Criteria		Sheet	0	0	0	0	
24.6	Service Point Details		Sheet	5	6	5	30	Service point details: Lighting (2), ITS (3) WWD
24.8	Coordination for utility service point		Sheet	0	0	0	0	
24.9	Meeting		Sheet	0	0	0	0	
24.10	Temporary Lighting Data and Details		Sheet	0	0	0	0	
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	
24.12	Interim Standards		LS		0		0	
<b>Lighting Plans Technical Subtotal</b>						<b>5</b>	<b>30</b>	
24.13	Quality Assurance/Quality Control		LS	%	5%		2	
24.14	Supervision		LS	%	3%		1	
<b>24. Lighting Plans Total</b>						<b>5</b>	<b>33</b>	

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
DRMP, INC.**

**S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL**

**CONTRACT NO. 001066**

**CONTRACT DATE: AUGUST 13, 2015  
CONTRACT AMOUNT: \$4,650,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

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

**FOR**

**S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL**

**CONTRACT NO. 001066**

**AUGUST 2015**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton Cadwell, Chairman**  
**Scott Boyd, Vice-Chairman**  
**Brenda Carey, Secretary/Treasurer**  
**Buddy Dyer, Member**  
**Fred Hawkins, Jr., Member**  
**Teresa Jacobs, Member**  
**Walter A. Ketcham Jr., Member**  
**Jay Madara, Member**  
**S. Michael Scheeringa, Member**  
**Diane Guitierrez- Scaccetti, Non-Voting Advisor**

**Executive Director**

**Laura Kelley**



## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	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", Project Location Map
F	Exhibit "F", Schedule

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and DRMP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 941 Lake Baldwin Lane, Orlando, Florida 32814.

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 the design of the S.R. 408 widening from S.R. 417 to Alafaya Trail identified as Contract No. 001066.

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

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

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

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

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

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

### 3.0 TERM OF AGREEMENT AND RENEWALS

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.

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. 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.

RS&H, Inc.	WBQ Design and Engineering, Inc.
AVCON, Inc.	Antillian Engineering Associates, Inc. (Class 2)
Ardaman & Associates, Inc. (Class 2)	EPG Engineering (Class 2)
Aerial Cartographic of America, Inc. (Class 2)	

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of 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 \$4,650,000.00. 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.

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 941 Lake Baldwin Lane, Orlando, Florida 32814.

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 grounds 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 and hold harmless the AUTHORITY and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by 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 notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY 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 the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request

that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY'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 the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. 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 of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY 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 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 Director of Public Affairs and Communication 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. 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 Director of Public Affairs and Communication or his/her designee.

#### 18.0 STANDARD OF CONDUCT

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

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

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Schedule

IN WITNESS WHEREOF, the CONSULTANT and 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 August 13, 2015.

**DRMP, INC.**

BY: *Wayne Chalifoux*  
Authorized Signature

Print Name: Wayne Chalifoux, P.E.

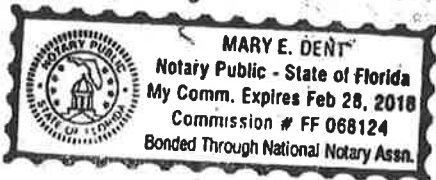
Title: President

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: *Claude Miller*  
Director of Procurement

Print Name: Claude Miller

ATTEST: *Mary E. Dent* (Seal)  
Secretary or Notary



Approved as to form and execution, only.

**General Counsel for the AUTHORITY**

*Joseph Thasiatore*


**CONSENT AGENDA ITEM**

**#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: June 27, 2016

RE: Approval of Fishkind & Associates, Inc. as Subconsultant for the  
Traffic and Earnings Consultant Services Contract with  
CDM Smith, Inc.  
Contract No. 000889

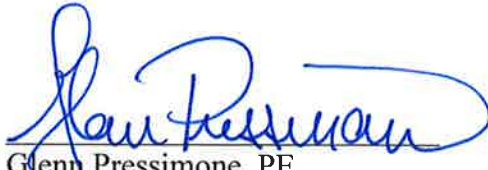
---

CDM Smith, Inc., CFX's Traffic and Earnings Consultant, has requested approval to use Fishkind & Associates, Inc., as a subconsultant. Fishkind & Associates, Inc. will be assisting in the development of socio-economic data and forecasts for the CFX travel demand model.

Negotiations between CDM Smith, Inc., and Fishkind & Associates, Inc. have not been completed, but it is anticipated to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by CDM Smith, Inc., when its contract with CFX was originally awarded in August of 2012.

Board approval of Fishkind & Associates, Inc., as a subcontractor to CDM Smith, Inc. is requested.

Reviewed by:

  
Glenn Pressimone, PE  
Director of Engineering




**CONSENT AGENDA ITEM**

**#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 23, 2017

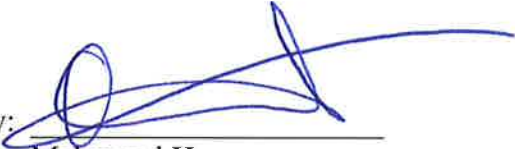

RE: Approval of Purchase Order to Dasher Technologies for Toll Revenue Host Upgrades (TRIMS)

---

Board approval is requested to issue a purchase order to Dasher Technologies in the amount of \$309,945.44. This will be a cooperative (piggyback) procurement based on the current HP NASPO ValuePoint Master Agreement No. MNNVP-134 and the State of Florida Participating Addendum No. 43211500-WSCA-15-ACS Agreement which will allow CFX to take advantage of the favorable rates already negotiated by the State of Florida. CFX also requested and received quotes from two other companies on the list.

This purchase is to upgrade the network equipment and storage for the legacy host system that is used to process CFX's toll transactions and customer accounts.

This project is funded in the Five Year Work Plan.

Reviewed by:   
Mahmood Haq  
Information Security Manager 



Dasher Technologies Corporate Offices  
 554 37th Street North  
 Birmingham, AL 35222  
 Ph: (800) 638-4833  
 Fax: (205) 591-1108  
 Rick Starr 954-560-7425  
[rick.starr@dasher.com](mailto:rick.starr@dasher.com)

YOUR FAST TRACK TO  
**IT SUCCESS**

To: Dennis O'Brien  
 Central Florida Expressway Authority  
 978-777-7247  
[dennis.obrien@bruden.com](mailto:dennis.obrien@bruden.com)

Quote #: **524684-001**  
 Quote Prepared: 9/16/2016  
 Quote Valid Through: 12/31/2016

**RX2800-MSA2040- 4x16GB FC Switches and Tape Library**

Line	QTY	Product	Description	Unit Sell	Ext Sell
<b>100</b>	<b>1</b>	<b>HPE RX2800</b>		<b>\$72,156.66</b>	<b>\$72,156.66</b>
110	2	AT101A	HP rx2800 i4 Rack-Optimized Server	\$2,330.66	\$4,661.32
120	2	AT138A	HP rx2800 i4 Itanium 9550 4c Proc Kit	\$4,697.69	\$9,395.38
130	2	AT138A#0D1	Factory integrated	\$0.00	\$0.00
140	2	AM227A	HP rx2800 i2 Racking Kit	\$110.02	\$220.04
150	2	AM227A#B01	Include with complete system	\$0.00	\$0.00
160	4	AM228A	HP rx2800 i2 PCIe 3-Slot Riser Board	\$263.88	\$1,055.52
170	4	AM228A#0D1	Factory integrated	\$0.00	\$0.00
180	2	AT133A	HP rx2800 i4 Redundant Power Supply	\$434.77	\$869.54
190	2	AT133A#0D1	Factory integrated	\$0.00	\$0.00
200	2	AT103A	HP rx2800 i4 6-Slot Mem Expansion Board	\$659.09	\$1,318.18
210	2	AT103A#0D1	Factory integrated	\$0.00	\$0.00
220	8	AT110A	HP rx2800i4 32GB(2x16GB)PC3L-10600R-9Kit	\$3,496.30	\$27,970.40
230	8	AT110A#0D1	Factory integrated	\$0.00	\$0.00
240	4	B9F32A	HP 600GB 12G SAS 15K 2.5in ENT HDD	\$1,229.40	\$4,917.60
250	4	B9F32A#0D1	Factory integrated	\$0.00	\$0.00
260	2	AM239A	HP Integrity Factory Level 1 RAID	\$65.96	\$131.92
270	2	AM252A	HP rx2800 i2 512MB FBWC Kit	\$462.22	\$924.44
280	2	AM252A#0D1	Factory integrated	\$0.00	\$0.00
290	2	AM242A	HP Slimline DVD-ROM Optical Drive	\$122.27	\$244.54
300	2	AM242A#0D1	Factory integrated	\$0.00	\$0.00
310	4	B9F24A	HP Integrity SN1000Q 2p 16Gb FC HBA	\$4,460.70	\$17,842.80
320	4	B9F24A#0D1	Factory integrated	\$0.00	\$0.00
330	1	H1K92A3	HPE 3Y Proactive Care 24x7 Service	\$0.00	\$0.00
340	2	H1K92A3#RAM	HPE rx2800 i4 server chassis Support	\$360.10	\$720.20
350	2	H1K92A3#RAN	HPE rx2800 i4 Processor Kit Support	\$431.50	\$863.00
360	1	HA113A1	HPE Installation Service	\$0.00	\$0.00
370	2	HA113A1#565	HPE Integrity 2socket Server Install SVC	\$510.89	\$1,021.78
<b>380</b>	<b>1</b>	<b>HPE MSA2040</b>		<b>\$108,583.16</b>	<b>\$108,583.16</b>
390	2	K2R80A	HPE MSA 2040 ES SAN DC SFF Storage	\$6,968.51	\$13,937.02
400	12	N9X96A	HPE MSA 800GB 12G SAS MU 2.5in SSD	\$1,691.44	\$20,297.28
410	12	N9X96A#0D1	Factory integrated	\$0.00	\$0.00
420	2	C8R24A	HPE MSA 2040 16Gb SW FC SFP 4 Pk	\$704.88	\$1,409.76
430	2	C8R24A#0D1	Factory integrated	\$0.00	\$0.00
440	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
450	2	HA114A1#5J0	HPE MSA Family Startup SVC	\$2,055.14	\$4,110.28
460	2	QW937A	HPE SN3000B 24/12 FC Switch	\$3,620.07	\$7,240.14
470	2	QW937A#05Y	2.4m Jumper (IEC320 C13/C14, M/F CEE 22)	\$0.00	\$0.00
480	4	AJ716B	HPE 8Gb Short Wave B-Series SFP+ 1 Pack	\$88.77	\$355.08

490	4	AJ716B#0D1	Factory integrated	\$0.00	\$0.00
500	4	AJ717A	HPE 8Gb LW B-series 10km FC SFP+ 1 Pack	\$738.26	\$2,953.04
510	4	AJ717A#0D1	Factory integrated	\$0.00	\$0.00
520	16	QK724A	HPE B-series 16Gb SFP+SW XCVR	\$137.94	\$2,207.04
530	16	QK724A#0D1	Factory integrated	\$0.00	\$0.00
540	1	HA113A1	HPE Installation Service	\$0.00	\$0.00
550	2	HA113A1#5GA	HPE LowEnd SAN/Edge Switch/HAFM Inst SVC	\$402.65	\$805.30
560	2	TC472AAE	HPE Intelligent Inft Analyzer SW v2 E-LTU	\$530.31	\$1,060.62
570	1	H1K92A3	HPE 3Y Proactive Care 24x7 Service	\$0.00	\$0.00
580	2	H1K92A3#1N7	HPE MSA2000 G3 Support	\$2,222.65	\$4,445.30
590	2	H1K92A3#9LJ	HPE B-Series 8/8 and 8/24 Switch Support	\$737.07	\$1,474.14
600	2	H1K92A3#RWG	HPE Intelligent Infra Analyzer LTU Supp	\$470.63	\$941.26
610	2	N9Y63A	HPE B-series 4G USB Drive	\$114.02	\$228.04
620	2	QW939A	HPE SN3000B Optional Power Supply	\$1,707.13	\$3,414.26
630	2	QW939A#05Y	2.4m Jumper (IEC320 C13/C14, M/F CEE 22)	\$0.00	\$0.00
640	16	QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cbl	\$44.49	\$711.84
650	4	QK735A	HPE Premier Flex LC/LC OM4 2f 15m Cbl	\$62.89	\$251.56
660	1	K2R80A	HPE MSA 2040 ES SAN DC SFF Storage	\$6,968.51	\$6,968.51
670	6	N9X96A	HPE MSA 800GB 12G SAS MU 2.5in SSD	\$1,691.44	\$10,148.64
680	6	N9X96A#0D1	Factory integrated	\$0.00	\$0.00
690	1	C8R24A	HPE MSA 2040 16Gb SW FC SFP 4 Pk	\$704.88	\$704.88
700	1	C8R24A#0D1	Factory integrated	\$0.00	\$0.00
710	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
720	1	HA114A1#5J0	HPE MSA Family Startup SVC	\$2,055.14	\$2,055.14
730	2	QW937A	HPE SN3000B 24/12 FC Switch	\$3,620.07	\$7,240.14
740	2	QW937A#05Y	2.4m Jumper (IEC320 C13/C14, M/F CEE 22)	\$0.00	\$0.00
750	4	AJ716B	HPE 8Gb Short Wave B-Series SFP+ 1 Pack	\$88.77	\$355.08
760	4	AJ716B#0D1	Factory integrated	\$0.00	\$0.00
770	4	AJ717A	HPE 8Gb LW B-series 10km FC SFP+ 1 Pack	\$738.26	\$2,953.04
780	4	AJ717A#0D1	Factory integrated	\$0.00	\$0.00
790	16	QK724A	HPE B-series 16Gb SFP+SW XCVR	\$137.94	\$2,207.04
800	16	QK724A#0D1	Factory integrated	\$0.00	\$0.00
810	1	HA113A1	HPE Installation Service	\$0.00	\$0.00
820	2	HA113A1#5GA	HPE LowEnd SAN/Edge Switch/HAFM Inst SVC	\$402.65	\$805.30
830	1	TC472AAE	HPE Intelligent Inft Analyzer SW v2 E-LTU	\$530.31	\$530.31
840	1	H1K92A3	HPE 3Y Proactive Care 24x7 Service	\$0.00	\$0.00
850	1	H1K92A3#1N7	HPE MSA2000 G3 Support	\$2,222.65	\$2,222.65
860	2	H1K92A3#9LJ	HPE B-Series 8/8 and 8/24 Switch Support	\$737.07	\$1,474.14
870	1	H1K92A3#RWG	HPE Intelligent Infra Analyzer LTU Supp	\$470.63	\$470.63
880	2	N9Y63A	HPE B-series 4G USB Drive	\$114.02	\$228.04
890	2	QW939A	HPE SN3000B Optional Power Supply	\$1,707.13	\$3,414.26
900	2	QW939A#05Y	2.4m Jumper (IEC320 C13/C14, M/F CEE 22)	\$0.00	\$0.00
910	16	QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cbl	\$44.49	\$711.84
920	4	QK735A	HPE Premier Flex LC/LC OM4 2f 15m Cbl	\$62.89	\$251.56
<b>930</b>	<b>1</b>	<b>HPE MSL4048</b>		<b>\$65,757.62</b>	<b>\$65,757.62</b>
940	2	AK381A	HPE MSL4048 0-Drive Tape Library	\$3,420.66	\$6,841.32
950	1	HA114A1	HP Installation and Startup Service	\$0.00	\$0.00
960	2	HA114A1#5DS	HPE StoreEver MSL 2024/4048 Startup SVC	\$2,704.11	\$5,408.22
970	4	N7P36A	HPE MSL LTO-7 FC Drive Upgrade Kit	\$3,564.73	\$14,258.92

980	2	AH220A	HPE MSL Redundant Power Supply Kit	\$480.72	\$961.44
990	2	TC406AAE	HPE StoreEver MSL TapeAssure Adv E-LTU	\$1,330.13	\$2,660.26
1000	1	H1K92A3	HPE 3Y Proactive Care 24x7 Service	\$0.00	\$0.00
1010	2	H1K92A3#80K	HPE MSL4048 Library Support	\$4,323.57	\$8,647.14
1020	2	H1K92A3#QC1	HPE MSL TapeAssure Adv Lic Support	\$2,433.70	\$4,867.40
1030	2	B9F24A	HP Integrity SN1000Q 2p 16Gb FC HBA	\$4,460.70	\$8,921.40
1040	1	HA113A1	HPE Installation Service	\$0.00	\$0.00
1050	2	HA113A1#57D	HPE HBA/SPI Board/Router Install Service	\$328.43	\$656.86
1060	4	HA113A1#5DU	HPE StoreEver Driv PwrSupCrd Install SVC	\$252.39	\$1,009.56
1070	6	QK733A	HPE Premier Flex LC/LC OM4 2f 2m Cbl	\$41.43	\$248.58
1080	4	C7977AN	HPE LTO-7 Ultrium Non Custom Lbl 20 Pk	\$2,819.13	\$11,276.52

<b>1090</b>	<b>1</b>	<b>TS Support Credits</b>		<b>\$63,448.00</b>	<b>\$63,448.00</b>
1100	2	H1SR4AS	HPE TS Support Credits SVC	\$0.00	\$0.00
1110	10	H0JD4A1	HPE 1Y TS Support Credits 10 Per Yr SVC	\$0.00	\$0.00
1120	10	H0JD4A1#WFH	HPE TS Support Credits 10 Per Yr SVC	\$1,623.85	\$16,238.50
1130	2	H1SR4AS	HPE TS Support Credits SVC	\$0.00	\$0.00
1140	30	H0JD4A1	HPE 1Y TS Support Credits 10 Per Yr SVC	\$0.00	\$0.00
1150	30	H0JD4A1#WFM	HPE TS Support Credits 10 Per Yr SVC	\$1,573.65	\$47,209.50

<b>SubTotal</b>	<b>\$309,945.44</b>
<b>Tax</b>	<b>TBD</b>
<b>Freight</b>	<b>\$0.00</b>
<b>GrandTotal</b>	<b>\$309,945.44</b>

**Notes:**

1	524684-001	HP NASPO ValuePoint Master Agreement number (MNNVP-134) and the State of Florida Participating Addendum number (43211500-WSCA-15-ACS)
---	------------	---

Statements or description of products, if any, by Dasher, or agents of Dasher are informational only, and not made or given as a warranty of any kind. All sales are subject to Dasher's standard Terms & Conditions which can be found at <http://www.dasher.com/company/terms-conditions/>. The information contained in this investment proposal is privileged, confidential and protected from disclosure to individuals that are not the intended recipient or agents of the intended recipient.


**CONSENT AGENDA ITEM**

**#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 23, 2017

RE: Approval of Purchase Order to Carousel Industries for Network Equipment and Services for CFX's Data Centers

---

Board approval is requested to issue a purchase order to Carousel Industries in the amount of \$689,813.82. This will be a cooperative (piggyback) procurement based on the current State of Florida Western States Contracting Alliance (WSCA) Agreement, 432200000-WSCA-14-ACS, which will allow us to take advantage of the favorable rates already negotiated by the State of Florida.

Carousel Industries has in-depth knowledge of CFX's current Toll Systems and ITS network infrastructure. Carousel Industries will provide network equipment and assist CFX with the installation of the equipment at both the CFX Hiawassee and HQ Data Centers. These services and equipment will help complete on-going technology, security and toll systems initiatives such as Toll System Replacement Project, Network Redesign Phase 2 and HQ Security Camera Upgrade, as well as provide redundancy for enhanced disaster recovery.

This project is funded in the Five Year Work Plan.

Reviewed by: 

Mahmood Haq  
Information Security Manager



**CONSENT AGENDA ITEM**


**#9**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams   
Director of Procurement


DATE: February 1, 2017

SUBJECT: Approval of Bluewave Resource Partners, LLC as Subconsultant for the  
General Systems Consultant Services Contract with AECOM  
Contract No. 001215

---

AECOM, CFX's General Systems Consultant Services Contractor has requested approval to use Bluewave Resources LLC, to provide CFX with resources to assist in supporting its eCommerce development effort. The cost is not expected to exceed \$142,000.00, which exceeds the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by AECOM when its contract with CFX was originally awarded.

Board approval of Bluewave Resource Partners, LLC as a subcontractor to AECOM is requested.


Reviewed by:   
Corey Quinn, P.E.  
Chief of technology/Operations

**CONSENT AGENDA ITEM**

**#10**



## MEMORANDUM

TO: Central Florida Expressway Authority Board Members  
FROM: David A. Shontz, Esq., Right-of-Way Counsel   
DATE: January 23, 2017  
RE: Ellen S. Hardgrove AICP Planning Consultant, Inc., Addendum to Agreement for Land Planning Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

---

Approval is sought from the Central Florida Expressway Authority Board for the attached Addendum to the Agreement for Land Planning Services by Ellen S. Hardgrove AICP Planning Consultant, Inc., ("Land Planning Expert Witness Consultant") to perform land planning services and litigation support services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

### BACKGROUND/DESCRIPTION

The Land Planning Expert Witness Consultant has been under contract since July 26, 2013, to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project. She is currently under the Agreement dated March 10, 2016, and the attached Addendum will allow the land planning expert to continue her services in the upcoming trials of several parcels on the Wekiva Parkway, and will allow continuation of the Agreement dated March 10, 2016.

The Land Planning Expert Witness Consultant is currently assigned work on Parcel 219 (Chapman), scheduled for trial in April; Parcel 228 (Tyszko), scheduled for trial in May; and Parcel 287/887 (Morris), scheduled for trial in November. Each of these parcels will require substantial trial preparation due to the aggressive opposition involving the valuation issue and dispute over full compensation, and the issue of blight caused by the Wekiva Parkway project.

Due to the extensive work involved in providing litigation support to prepare the parcels for trial, Shutts & Bowen is requesting recommendation for approval of the attached Addendum with an upset amount of \$200,000.00 to allow Ellen S. Hardgrove to continue to provide consultation and litigation services for completion of the Wekiva Parkway Project. The work to be provided by the land planning expert witness consultant under the proposed Addendum includes expert witness and litigation support services, which includes rebuttal reports, depositions testimony, trial preparation and expert witness testimony at trial. Several of the parcels assigned to Ellen S. Hardgrove are set for trial in the next 90 days. Accordingly, this request for the proposed Addendum is to allow the land planning expert witness consultant to continue to support the CFX for trial preparation and as an expert witness. All invoices submitted pursuant to the Addendum shall be reviewed for accuracy by Shutts & Bowen LLP.

### **REQUESTED ACTION**

It is respectfully requested that the CFX Board approve the terms of the Addendum to the Agreement for Land Planning Expert Witness Consulting Services and authorize execution of the Addendum in the amount of \$200,000.00 to allow continuation of services by Ellen S. Hardgrove related to anticipated litigation costs for the Wekiva Parkway Project.

At its January 25, 2017 meeting, the Right-of-Way Committee voted to recommend approval of the Addendum to the CFX Board.

### **ATTACHMENT**

Addendum to Agreement for Land Planning Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

Reviewed by:   
General Counsel

ORLDOCS 15176374 1

**ADDENDUM TO AGREEMENT FOR LAND PLANNING EXPERT WITNESS  
CONSULTING SERVICES FOR WEKIVA PARKWAY  
PROJECTS 429-203, 429-204, 429-205 AND 429-206**

**THIS AGREEMENT** is effective this \_\_\_\_ day of February, 2017, by and between Shutts & Bowen LLP (“Client”), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Ellen S. Hardgrove AICP Planning Consultant, Inc. (“Land Planning Expert Witness Consultant”), whose business address is 315 Ivanhoe Boulevard NW, Orlando, Florida 32804.

**WHEREAS**, the Land Planning Expert and Client have entered into an agreement for land planning expert witness consulting services dated March 10, 2016; and

**WHEREAS**, pursuant to the terms set forth in the Agreement for Land Planning Expert Witness Consulting Services dated March 10, 2016, payment made to the Land Planning Expert shall not exceed an upset limit of One Hundred Thousand Dollars (\$100,000.00) without an addendum; and

**WHEREAS**, the Land Planning Expert has notified the Client that the Land Planning Expert will reach the One Hundred Thousand Dollar (\$100,000.00) upset limit; and

**WHEREAS**, the Client desires that the Land Planning Expert continue to furnish Client with land planning services, and the Land Planning Expert represents that she is fully qualified to perform such services and will furnish such services personally;

**NOW, THEREFORE**, the Client and the Land Planning Expert, for the consideration and under the conditions hereinafter set forth, do agree as follows:

**ARTICLE 1 - Upset Limit is increased by Two Hundred Thousand Dollars (\$200,000.00)**

All payments made pursuant to this Addendum to the Agreement for Land Planning Expert Witness Consulting Services dated March 10, 2016, shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00). It shall be the responsibility of the Land Planning Expert to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the Two Hundred Thousand Dollar (\$200,000.00) upset limit.

**ARTICLE 2 - Payment**

Payment for all other services shall be made in accordance with the Agreement for Land Planning Expert Witness Consulting Services dated March 10, 2016.

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

Attest:

**SHUTTS & BOWEN LLP**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

David A. Shontz, Esquire  
Legal Counsel to the Central Florida  
Expressway Authority

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

**ELLEN S. HARDGROVE AICP  
PLANNING CONSULTANT, INC.**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

Ellen S. Hardgrove

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

**SECOND AGREEMENT FOR LAND PLANNING EXPERT WITNESS CONSULTING  
SERVICES FOR WEKIVA PARKWAY  
PROJECTS 429-203, 429-204, 429-205 AND 429-206**

**THIS SECOND AGREEMENT** is effective this 10<sup>th</sup> day of March, 2016, by and between Shutts & Bowen LLP (“Client”), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Ellen S. Hardgrove AICP Planning Consultant, Inc. (“Land Planning Expert Witness Consultant”), whose business address is 315 Ivanhoe Boulevard NW, Orlando, Florida 32804.

**WITNESSETH:**

**WHEREAS**, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Land Planning Expert Witness Consultant to provide land planning expert witness consulting services as described herein; and

**WHEREAS**, the Land Planning Expert Witness Consultant is licensed, qualified, willing and able to perform the land planning expert witness consulting services required on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Client and the Land Planning Expert Witness Consultant do hereby agree as follows:

**ARTICLE 1 - SERVICES TO BE PROVIDED BY THE LAND PLANNING EXPERT WITNESS CONSULTANT**

**1.1 Land Planning Expert Witness Consulting Services**

The Land Planning Expert Witness Consultant agrees to perform land planning expert witness consulting services for Wekiva Parkway Projects 429-203, 429-204, 426-205 and 429-206. It is understood and agreed that the performance of the land planning expert witness consulting services requires the expertise of an individual land planner and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Land Planning Expert Witness Consultant of Record leaves the Land Planning Expert Witness Consultant’s employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Land Planning Expert Witness Consultant of Record so that the services shall be rendered without interruption or shall require the Land Planning Expert Witness Consultant to appoint a different individual as the Land Planning Expert Witness Consultant of Record. If the Agreement is assigned to another land planning firm, payment shall be made to the Land Planning Expert Witness Consultant for all services rendered. Payment for land planning expert witness consulting services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

The Land Planning Expert Witness Consultant of Record shall prepare and deliver a color copy of the land planning report(s) and the report(s) in electronic format to David A. Shontz, Esquire, at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Land Planning Expert Witness Consultant shall commence work on the land planning report(s) immediately and shall perform the work in the most expeditious manner and shall complete the land planning report(s) within the specified timeframe, which the Land Planning Expert Witness Consultant acknowledges is reasonable. Upon the request from the Client, the Land Planning Expert Witness Consultant shall provide a progress report which shall advise as to the status of the services to be performed by the Land Planning Expert Witness Consultant.

**It is agreed and understood that all services rendered under this Agreement, and any Addenda hereto, are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.**

The Land Planning Expert Witness Consultant shall consult with the Client regarding services to be performed by the Land Planning Expert Witness Consultant at such time(s) as may be mutually convenient for the parties to this agreement. The Land Planning Expert Witness Consultant shall initiate such consultations whenever the Land Planning Expert Witness Consultant needs legal advice on any aspect of the land planning report to be furnished under this Agreement.

## **1.2 Litigation Support Services**

If requested by the Client, the Land Planning Expert Witness Consultant of Record shall personally testify under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any land planning expert witness consulting work performed under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A and shall include such reasonable time as may be required for re-inspection of the property, revising the land planning report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

## **1.3 Sub-consultants**

The Land Planning Expert Witness Consultant shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as sub-consultants in connection with the Land Planning Expert Witness Consultant's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Land Planning Expert Witness Consultant agrees to terminate promptly the services of any sub-consultant and to replace promptly each such terminated sub-consultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the sub-consultants hereunder. The Central Florida Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Land Planning Expert Witness Consultant agrees any such payments shall be treated as a direct payment to the Land Planning Expert Witness Consultant's



account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Land Planning Expert Witness Consultant.

**1.4 Land Planning Expert Witness Consultant's Standards of Performance**

The Land Planning Expert Witness Consultant shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Land Planning Expert Witness Consultant has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Land Planning Expert Witness Consultant agrees that the Land Planning Expert Witness Consultant will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

**1.5 Land Planning Expert Witness Consultant's Obligation to Correct Errors or Omissions**

The Land Planning Expert Witness Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Land Planning Expert Witness Consultant.

**1.6 Non-Exclusive Rights**

The rights granted to the Land Planning Expert Witness Consultant hereunder are non-exclusive, and the Client reserves the right to enter into agreements with other land planning expert witness consultants to perform land planning expert witness consulting services, including without limitation, any of the services provided for herein.

**1.7 Land Planner Expert Witness Consultant's Compliance with Laws and Regulations**

The Land Planning Expert Witness Consultant and its employees and sub-consultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Land Planning Expert Witness Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Land Planning Expert Witness Consultant to render its services hereunder.

**1.8 Land Planner Expert Witness Consultant is not Client's Agent**

The Land Planning Expert Witness Consultant is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Land Planning Expert Witness Consultant is not authorized to act as the agent of the Central Florida Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Central Florida Expressway Authority.

**1.9 Reduced Scope of Services**

The Client shall have the right, by written notice to the Land Planning Expert Witness Consultant, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Land Planning Expert Witness Consultant will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Land Planning Expert Witness Consultant shall not be entitled to any anticipated profit as a result of the reduced scope of services.

**ARTICLE 2 - TIME**

**2.1** The date for commencement of the Land Planning Expert Witness Consultant Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by the Client.

**2.2** The Due Date for the delivery of the land planning report(s) shall be included in an Addendum. By executing an Addendum, the Land Planning Expert Witness Consultant acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

**2.3** If, at any time prior to completion of the services, the Land Planning Expert Witness Consultant determines that the services are not progressing sufficiently to meet the Due Date, the Land Planning Expert Witness Consultant shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

**2.4** No extensions of time shall be granted unless in writing and approved by the Client's Representative. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

**ARTICLE 3 - PAYMENT**

**3.1 When Payment is to be made by the Client**

All payments made pursuant to this Agreement will be paid to the Land Planning Expert Witness Consultant by the Client only after payment by the Central Florida Expressway Authority to the Client. Payment for services rendered by any sub-consultants shall be paid to the Land Planning Expert Witness Consultant and the Land Planning Expert Witness Consultant

shall be fully responsible for making payment to any sub-consultant retained by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Land Planning Expert Witness Consultant's services on behalf of the Central Florida Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

### **3.2 Compensation for Consultation Services**

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

### **3.3 Compensation For Land Planning Expert Witness Consulting Services**

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for satisfactorily performed land planning expert witness consulting services in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for land planning expert witness consulting services until after the receipt of the land planning report(s) by the Client. Once a final land planning report(s) has been provided to the Client, the Central Florida Expressway Authority shall pay all invoices for land planning expert witness consulting services within forty-five (45) days after receipt of the invoice.

The Land Planning Expert Witness Consultant shall receive compensation in accordance with **Exhibit A** for services performed in connection with the modification or preparation of any supplement or update to any land planning report furnished under this agreement if (1) the property has been materially altered since the initial land planning (i.e., fire or act of God), (2) the boundaries of the property to be acquired have been revised, or (3) if requested by the Client for any other reason not the fault of the Land Planning Expert Witness Consultant.

The Land Planning Expert Witness Consultant shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any land planning report furnished under this agreement if (1) applicable principles of law require the modification on or supplementing of such land planning report, (2) material omissions, inaccuracies, or defects in the land planning report are discovered, or (3) the Land Planning Expert Witness Consultant receives or becomes aware of relevant additional information in existence prior to the date the Land Planning Expert Witness Consultant signed the report.

### **3.4 Compensation for Litigation/Consultation Services**

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

### **3.5 Invoices**

The Land Planning Expert Witness Consultant shall submit detailed invoices to the Client for all services rendered. The Land Planning Expert Witness Consultant represents and warrants that all billable hours and rates furnished by the Land Planning Expert Witness Consultant to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment as provided herein.

The Client shall notify the Land Planning Expert Witness Consultant in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Central Florida Expressway Authority shall promptly pay the Land Planning Expert Witness Consultant the amount so determined, less any amounts previously paid with respect to such monthly invoice.

### **3.6 Right to Withhold Payment**

The Client or the Central Florida Expressway Authority shall have the right to withhold payment on any invoice in the event that the Land Planning Expert Witness Consultant is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Land Planning Expert Witness Consultant.

### **3.7 Total Payments not to Exceed**

All payments made pursuant to this Agreement shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Land Planning Expert Witness Consultant to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Thousand Dollars (\$100,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

## **ARTICLE 4 - LIQUIDATED DAMAGES**

### **4.1 Land Planning Reports**

If the Land Planning Expert Witness Consultant fails to submit any land planning report by the Due Date the Land Planning Expert Witness Consultant will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the land planning report is delayed. If the Land Planning Expert Witness Consultant submits the draft or final land planning report more than seven (7) calendar days after the Due Date the Land Planning Expert Witness Consultant will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the land planning report is received by the Client.

### **4.2 Responses, Modifications, or Corrections**

The Client will notify the Land Planning Expert Witness Consultant of any modifications, corrections or additional services that, in the sole discretion of the Client, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Client. Once the Land Planning Expert Witness Consultant completes the requested modifications, corrections or additional services, the Land Planning Expert Witness Consultant shall submit a revised land planning report to the Client.

The revised land planning report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final report submitted to the Client within three (3) calendar days of such review.

## **ARTICLE 5 - RECORDS**

### **5.1 Maintenance of Records**

The Land Planning Expert Witness Consultant shall maintain complete and accurate records relating to all services rendered by Land Planning Expert Witness Consultant and any sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Land Planning Expert Witness Consultant's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

### **5.2 Records Availability and Audit**

All of the Land Planning Expert Witness Consultant's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Land Planning Expert Witness Consultant's records. Production of such records by the Land Planning Expert Witness Consultant shall not constitute promulgation and shall retain in the Land Planning Expert Witness Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Land Planning Expert Witness

Consultant has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Land Planning Expert Witness Consultant to the Central Florida Expressway Authority with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Land Planning Expert Witness Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Land Planning Expert Witness Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

## **ARTICLE 6 - TERM OF AGREEMENT AND TERMINATION**

### **6.1 Term of Agreement**

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

### **6.2 Termination**

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Land Planning Expert Witness Consultant will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall be paid for the services satisfactorily performed by the Land Planning Expert Witness Consultant if the land planning report(s) has been provided to the Client. If the land planning report(s) has not been provided to the Client, the Land Planning Expert Witness Consultant shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Land Planning Expert Witness Consultant shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Land Planning Expert Witness Consultant or its sub-consultants in performing services under this Agreement, whether completed or in process. The Land Planning Expert Witness Consultant shall have no entitlement to recover anticipated profit for services or other work not performed.

## **ARTICLE 7 - CONFIDENTIALITY**

Unless otherwise required by law, the Land Planning Expert Witness Consultant shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Land Planning Expert Witness Consultant or received from the Client, concerning the services rendered by the Land Planning Expert Witness Consultant or any sub-consultant pursuant to this Agreement.

## **ARTICLE 8 - MISCELLANEOUS PROVISIONS**

### **8.1 Notices**

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Electronic mail, instant messaging, or facsimile shall NOT be considered notice as required hereunder.

### **8.2 Change of Address**

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

### **8.3 Jurisdiction**

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Land Planning Expert Witness Consultant. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Land Planning Expert Witness Consultant's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

### **8.4 Governing Law**

The Agreement shall be governed by the laws of Florida.

### **8.5 Transfers and Assignments**

The Land Planning Expert Witness Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Land Planning Expert Witness Consultant with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Land Planning Expert Witness Consultant, and their respective successors and assigns.

### **8.6 Member Protection**

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the Central Florida Expressway Authority, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or the

Central Florida Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client or the or the Central Florida Expressway Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

**8.7 Conflict of Interest**

Except with the Client's knowledge and written consent, the Land Planning Expert Witness Consultant and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Land Planning Expert Witness Consultant's judgment or prevent the Land Planning Expert Witness Consultant from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Land Planning Expert Witness Consultant shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be acquired or condemned by the Central Florida Expressway Authority for the projects collectively known as the State Road 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Central Florida Expressway Authority.

**8.8 Entire Agreement**

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

**8.9 Amendment**

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

**8.10 No Third-Party Beneficiaries**

No person, except for the Central Florida Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Central Florida Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the services rendered hereunder shall be for the benefit of the Central Florida Expressway Authority and the Central Florida Expressway Authority is entitled to rely upon the land planning report(s) prepared hereunder.



**8.11 Land Planning Expert Witness Consultant Contractual Authorization**

Land Planning Expert Witness Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Land Planning Expert Witness Consultant is bound, or any judgment, decree or order of any court.

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

Attest:

**SHUTTS & BOWEN LLP**

Sessi Martin  
Witness Signature

By: [Signature]  
David A. Shontz, Esquire  
Legal Counsel to the Central Florida  
Expressway Authority

Terri Martin  
Printed Name

[Signature]  
Witness Signature

Mary Ellen Farmer  
Printed Name

**ELLEN S. HARDGROVE AICP  
PLANNING CONSULTANT, INC.**

[Signature]  
Witness Signature

By: Ellen Hardgrove  
Ellen S. Hardgrove

MARK S. HARDGROVE  
Printed Name

[Signature]  
Witness Signature

Carole Slessinger  
Printed Name

**EXHIBIT A**

**Client's Representative**

Shutts & Bowen LLP  
David A. Shontz, Esquire  
300 South Orange Avenue, Suite 1000  
Orlando, Florida 32801

**Land Planning Expert Witness  
Consultant's Representative**

Ellen S. Hardgrove AICP  
Planning Consultant, Inc.  
Ellen S. Hardgrove  
315 Ivanhoe Boulevard NW  
Orlando, Florida 32804

This **Exhibit A** includes the following which shall be attached hereto and made a part hereof:

Land Planning Expert Witness Consultant's Compensation Schedule including all Billable Rates. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

**Principal Planner                      \$185 per Hour**

ORLDOCS 14385272 2

**CONSENT AGENDA ITEM**

**#11**

**MATEER HARBERT, P.A.**  
**225 East Robinson Street, Ste. 600**  
**Orlando, Florida 32801**  
**Telephone (407) 425-9044**  
**Facsimile (407) 423-2016**

**MEMORANDUM**

**TO: Central Florida Expressway Authority Board Members**

**FROM: Jay W. Small, Right of Way Counsel**  
**Mateer Harbert, P.A.**



**DATE: January 24, 2017**

**RE: S.R. 429 Wekiva Parkway, Project 429-203; Project Orlando, LLC; Parcels 197/897;**  
**Ms. Vickie Davis d/b/a Bay Hills Equestrian Center; apportionment claim**

---

Mateer & Harbert, P.A., right of way counsel, seeks this Board's approval of a settlement of an apportionment claim with Respondent, Vicki Davis d/b/a Bay Hills Equestrian Center ("Davis"). Davis was the tenant on the parent tract of property owned by Project Orlando, LLC ("Project Orlando").

**INTRODUCTION**

After settlement discussions and meetings, subject to approval by the Right of Way Committee and the Board, CFX and Davis have negotiated an all-inclusive settlement of Davis' apportionment claim for \$60,000.00, including interest, and attorneys' fees and costs. This settlement will resolve all remaining claims of Davis. Davis has also agreed to assign her apportionment claim to CFX which will allow CFX to stand in her shoes to assert, prosecute, and claim any apportionment claim Davis had against the owner of Parcels 197/897.

**PROCEDURAL HISTORY**

The valuation trial regarding Parcels 197/897 is scheduled on the March 2017 trial docket in front of Judge Janet C. Thorpe. Davis will not present evidence of the value of the parcels taken and severance damages at the trial.

Davis made a claim for business damages, and the Right of Way Committee and the Board approved a settlement of her business damage claim for \$85,000.00. A final judgment was entered by the Court ratifying that settlement on September 16, 2015. That settlement did not resolve her apportionment claim. Her sole remaining claim is for apportionment of the award of compensation payable to Project Orlando. Davis claims that her existing lease was below market value and that she is entitled to be paid a share of the condemnation award based on the difference between the rent she paid (referred to as the contract rental rate) and a fair market rental rate. Davis' lease of

the subject property contained an automatic renewal provision although it was terminable at will by either the tenant or landlord upon thirty (30) days' notice.

Davis and Project Orlando, after the entry of a final judgment awarding compensation for the taking of parcels 197/897, would have to try the apportionment claim before the trial Court judge in a separate, post-jury trial evidentiary hearing. Davis presumably would argue that her lease represented a bonus value, i.e., the contract rental rate was below the market rental rate, and Project Orlando presumably would present evidence disputing her entitlement to make a claim or the amount thereof. An apportionment hearing would require both Davis and Project Orlando to present appraisal testimony and valuation evidence on the issue of whether Davis had a bonus value to the lease. This sort of evidence would require the appraisers for Davis and Project Orlando to undertake an analysis of Davis' existing equestrian lease, the rent rates for comparable rental properties, and the value, if any, of the lease's automatic renewal option. An order of apportionment would then be entered by the Court allocating the award of compensation between the tenant's interest in the property (the leasehold interest) and the landlord's interest in the property (the leased fee).

Under Florida's condemnation law, the Central Florida Expressway Authority ("CFX") is responsible for the reasonable costs incurred by owners in determining the amount of compensation to be paid for the taking and supplemental proceedings, including apportionment proceedings. Florida's case law and condemnation law regard a tenant and a landlord to be owners entitled to reimbursement of reasonable attorneys' fees and costs. Consequently, CFX is obligated to pay the tenant's and landlord's reasonable attorneys' fees and costs, including reasonable court costs and appraisal fees, for litigating the apportionment claim.

### **DESCRIPTION OF PROPERTY AND TAKING**

The abbreviated parent tract to parcels 197/897 is 102.064± acres. On September 9, 2014, CFX condemned parcels 197/897 for Section 1B of the Wekiva Parkway project. Parcel 197 is further identified as parcels 197 and 197 (A through D). CFX condemned parcel 897 as a permanent easement to construct a bridge linking parcels 197(A) and 197(D). This easement allows for a connection between Project Orlando's eastern and western remainders. It is wide enough to permit Project Orlando to construct an internal connector road linking the eastern and western remainders when the property was ripe for ultimate development.

### **CFX'S AND PROJECT ORLANDO'S APPRAISAL REPORTS**

Walter N. Carpenter, MAI, State-Certified General Real Estate Appraiser, appraised the property for CFX. Applying the sales comparison approach, he estimated the value of parcels 197 and 897 to be \$9,530,000.00 and \$38,600.00, respectively. His estimated severance damages are \$2,161,400.00, and his total estimate of value of the taking is \$11,730,000.00. Heywood M. Cantrell, MAI, State-Certified General Real Estate Appraiser, appraised the property for Project Orlando. He estimated the values of parcels 197 and 987 to be \$15,059,027.00, respectively. His estimated severance damages are \$15,756,254.00, and his total estimate of value of the taking is \$30,815,281.00. Neither appraiser estimated the value of Davis' leasehold interest or based their

opinions of value on the income approach. Nor did they estimate the value of the tenant's and landlord's leasehold and leased fee interests.

**DAVIS' APPRAISAL REPORT**

Since no final judgment for the taking has been entered yet, the procedural posture of the case makes it premature for Davis to prepare a detailed apportionment analysis by a real estate appraiser. Without disclosing the specific details of Davis potential apportionment claim, the amount that she claims for apportionment is substantial.

While CFX would not be involved in litigating the apportionment claim between Davis and Project Orlando, it is reasonable to assume that CFX would incur some attorneys' fees and costs in reviewing various pleadings and motions filed in that apportionment proceeding, and it would have to pay Davis' and Project Orlando's reasonable attorneys' fees and costs.

**VICKIE DAVIS' ATTORNEYS' FEES AND EXPERT COSTS**

Attached to this memorandum are edited and redacted copies of the invoices from Davis' counsel indicating her attorneys' and expert witnesses' fees. These are summarized below:

<b>Attorneys' Fees</b>	<b>Hourly Rates</b>	<b>Amount Invoiced</b>
Fishback Dominick (A. Kurt Ardaman)	\$500.00 \$475.00 \$400.00 \$275.00 \$225.00	\$183,297.50
<b>Experts' Fees</b>	<b>Hourly Rates</b>	<b>Amount Invoiced</b>
Cawthra Consulting & Appraisals, Inc. (Charles E. Cawthra III, ASA)	\$150.00	\$2,400.00
Allen H. Angus, LLC (Allen Angus, General Contractor)	\$150.00	\$862.50
Calhoun, Dreggors & Associates, Inc. (Richard C. Dreggors, GAA)	\$175.00 \$275.00	\$9,662.00
<b>Total</b>		<b>\$196,222.00</b>

Irrespective of the merits of Davis' apportionment claim, conservatively it could cost the tenant and landlord \$25,000.00 each in attorneys' fees and costs to litigate this issue – the reasonable costs for which CFX is ultimately liable. For settlement purposes, the amounts of experts' fees appear reasonably supported in light of the complexity of the issues, the tasks assigned the experts, and the amount in controversy although counsel does not necessarily agree that all fees and costs are properly taxable against CFX.

Given the forgoing review of Davis' claim, attorneys' fees and costs and considering CFX's exposure for additional attorneys' fees and costs in connection with the apportionment

claim, we believe the amount of the settlement and Davis' assignment of her apportionment claim to CFX to be reasonable. A table summarizing Ms. Davis' claim against the proposed settlement is below.

	<b>Davis' Initial Demand</b>	<b>Proposed Settlement</b>
Tenant's Requested Apportionment	Substantial	--
Attorneys' Fees (Fishback Dominick)	\$183,297.50	--
Experts' Fees (Cawthra, Angus, and Dreggors)	\$ 12,924.50	--
<b>Total</b>	<b>\$ 196,222.00</b>	<b>\$60,000.00</b>

### RECOMMENDATION

The Right of Way Committee recommended CFX's Board approval of the proposed settlement on January 25, 2017. The undersigned respectfully requests that this Board approve the proposed settlement in the amount of \$60,000.00 to settle any and all remaining claims of Davis, including her pending apportionment claim, attorney's fees, expert fees, and costs, provided that Ms. Davis, at counsel for CFX's election, include in the Stipulated Final Judgment an assignment to CFX of Respondent's apportionment claim against the owners of Parcels 197/897 and their successors and assigns.

Attachments:

Diagram of the Wekiva Parkway

Aerial

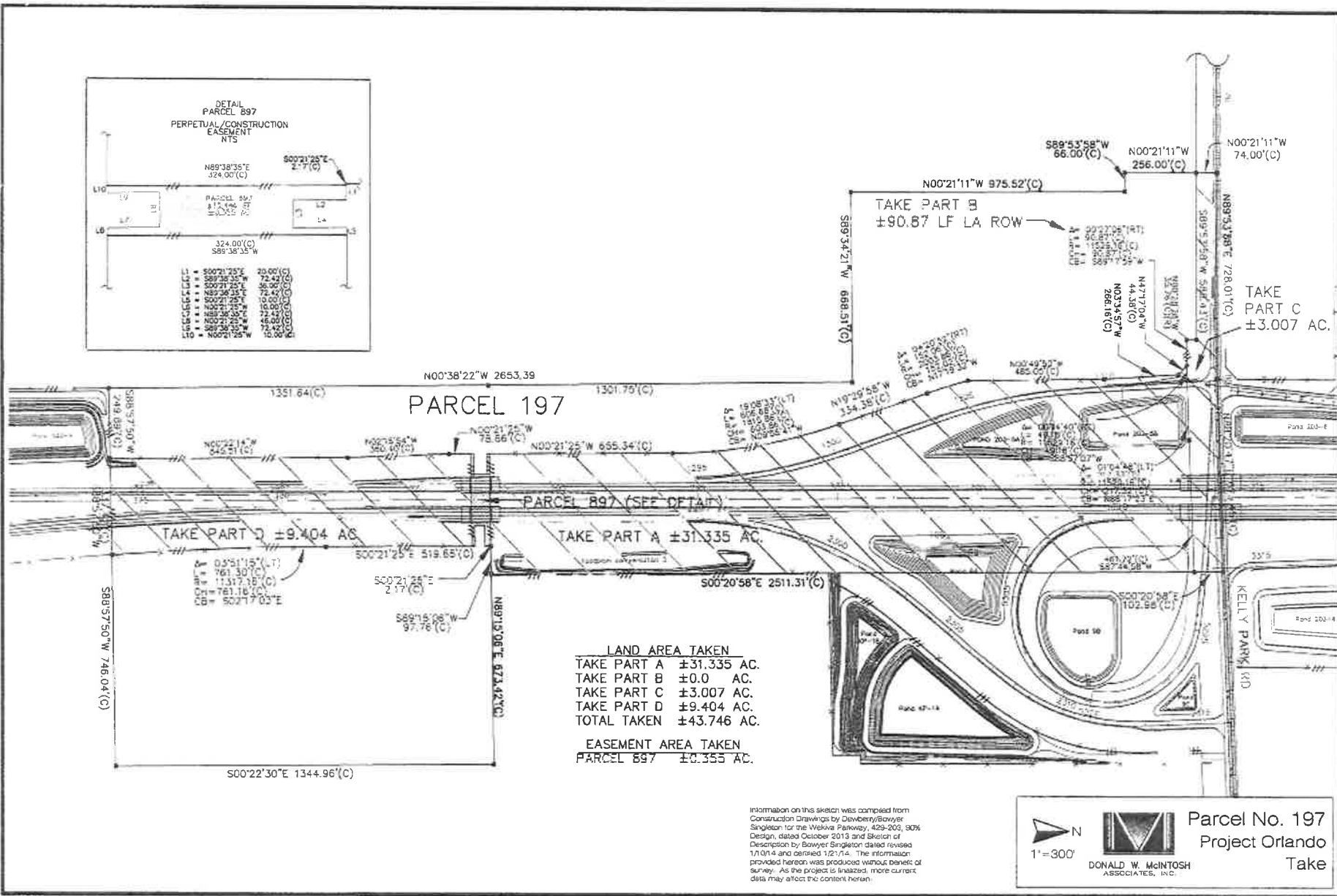
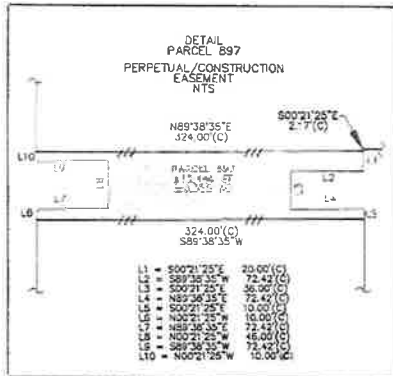
Sketch of the Property

Settlement Agreement

Invoices from the Owner's Counsel and Experts

REVIEWED BY:





LAND AREA TAKEN

TAKE PART A	±31.335 AC.
TAKE PART B	±0.0 AC.
TAKE PART C	±3.007 AC.
TAKE PART D	±9.404 AC.
TOTAL TAKEN	±43.746 AC.

EASEMENT AREA TAKEN

PARCEL 897	±0.355 AC.
------------	------------

Information on this sketch was compiled from Construction Drawings by Dawberly/Bowyer Singleton for the Wekiva Parkway, 429-203, 90% Design, dated October 2013 and Sketch of Description by Bowyer Singleton dated revised 1/10/14 and revised 1/21/14. The information provided hereon was produced without benefit of survey. As the project is finalized, more current data may affect the content herein.

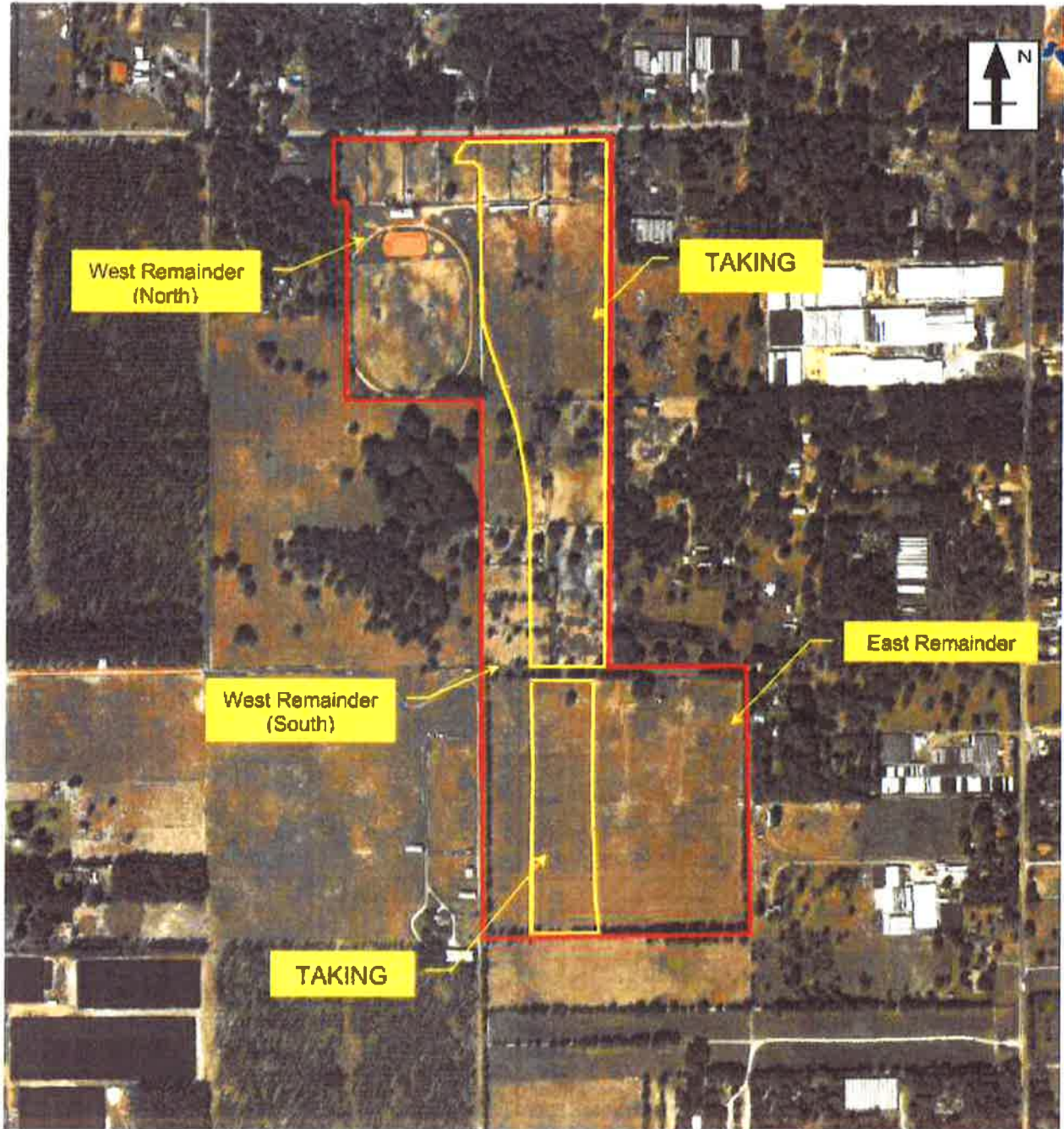
Parcel No. 197  
Project Orlando  
Take

DONALD W. McINTOSH  
ASSOCIATES, INC.



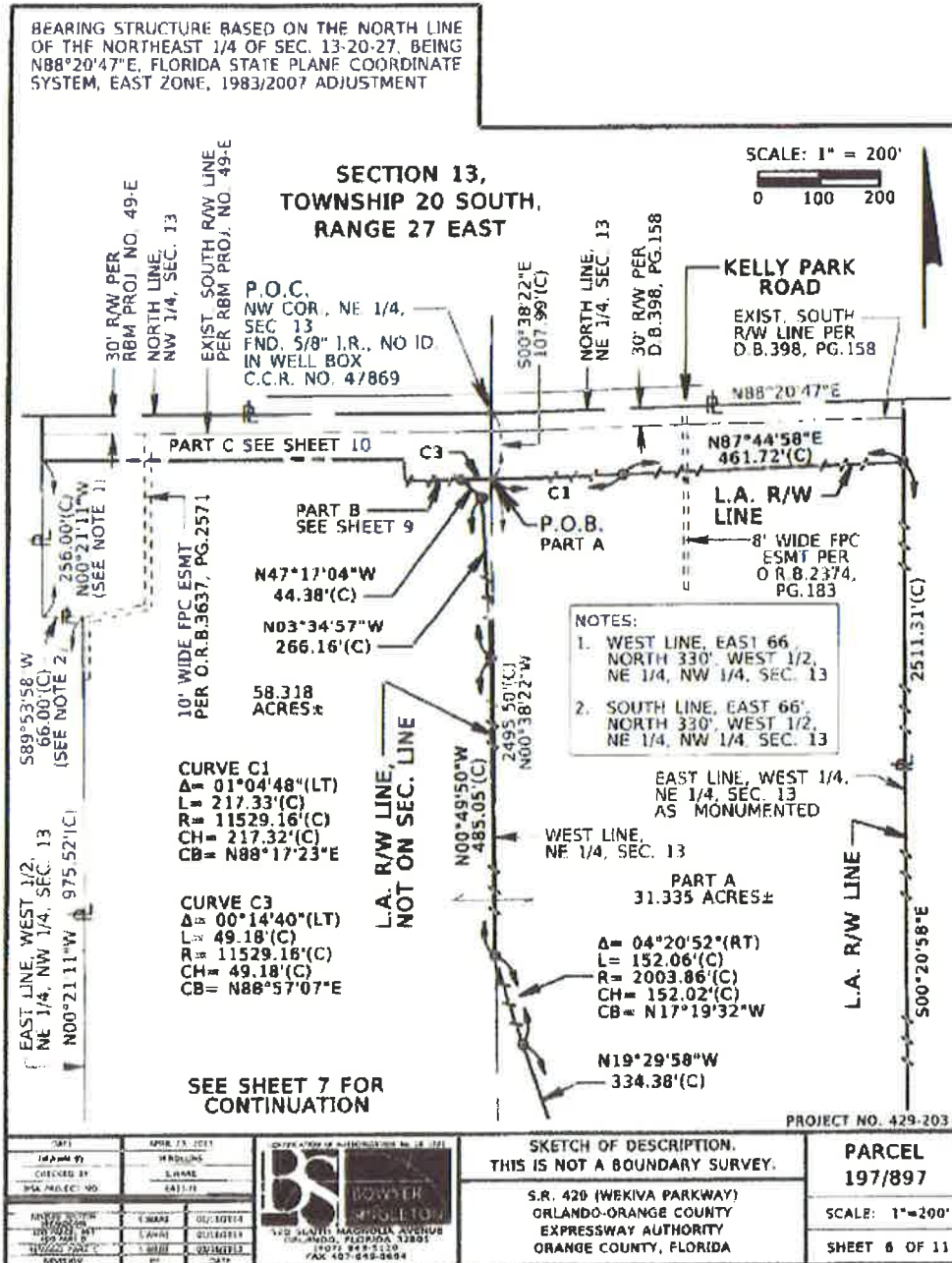
PARCEL NO.: 197 AND 897  
OWNER: PROJECT ORLANDO, LLC  
PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203  
CITY/COUNTY: APOPKA/ORANGE

**AERIAL PHOTO (ACQUISITION)**

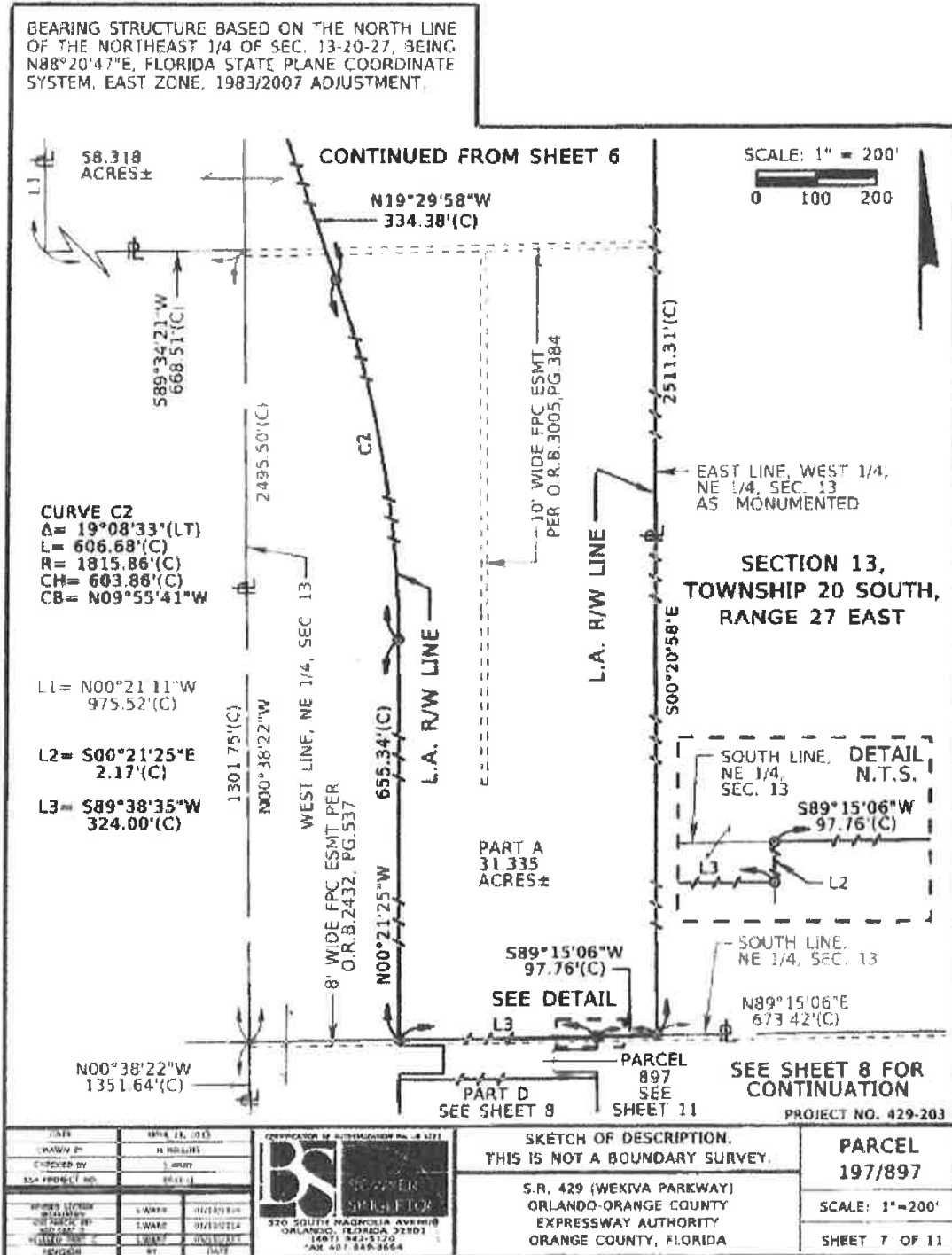


PARCEL NO.: 197 AND 897  
 OWNER: PROJECT ORLANDO, LLC  
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203  
 CITY/COUNTY: APOPKA/ORANGE

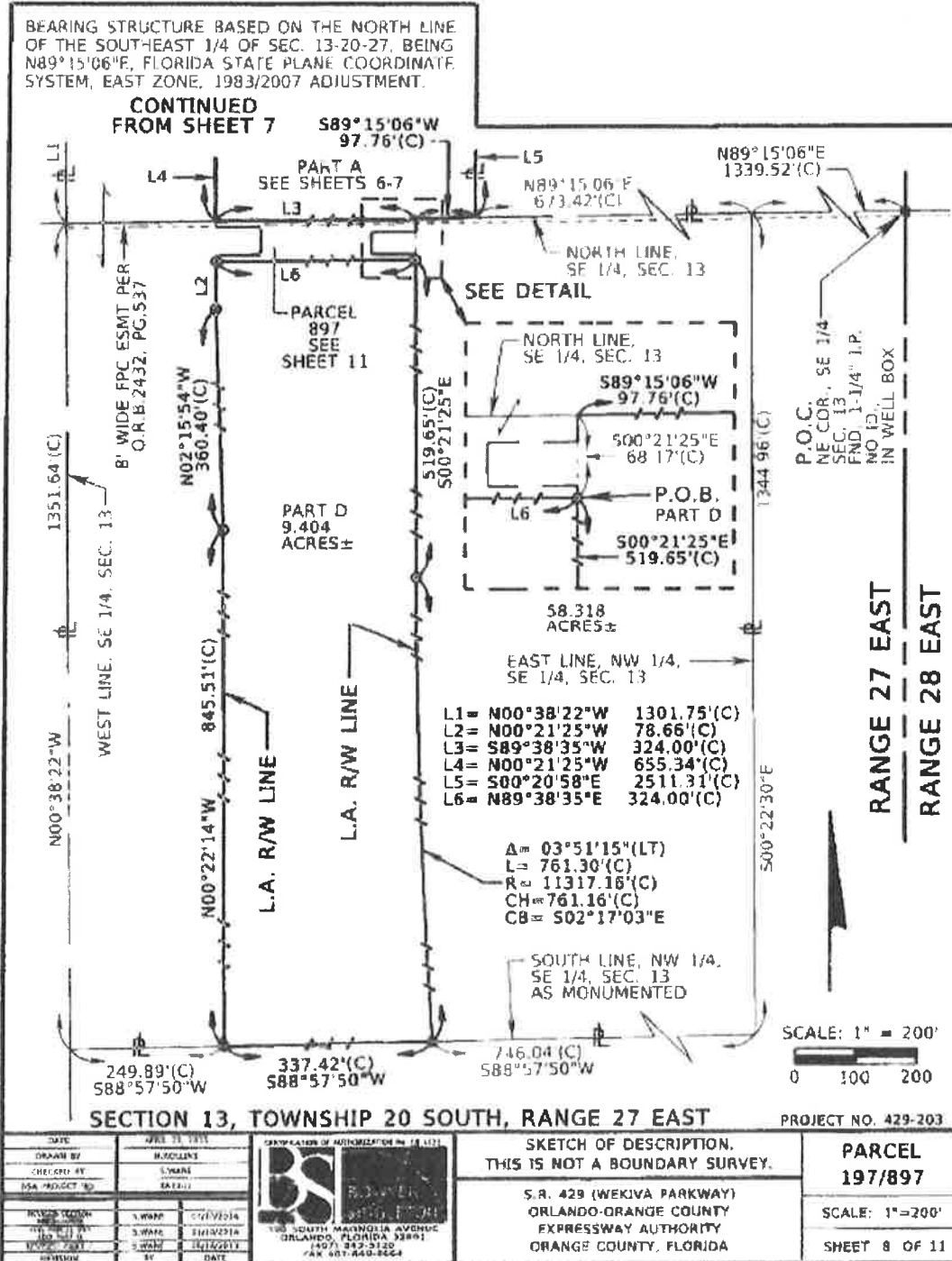
**PARCEL SKETCH OF THE ACQUISITION**



PARCEL NO.: 197 AND 897  
 OWNER: PROJECT ORLANDO, LLC  
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203  
 CITY/COUNTY: APOPKA/ORANGE



PARCEL NO.: 197 AND 897  
 OWNER: PROJECT ORLANDO, LLC  
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203  
 CITY/COUNTY: APOPKA/ORANGE





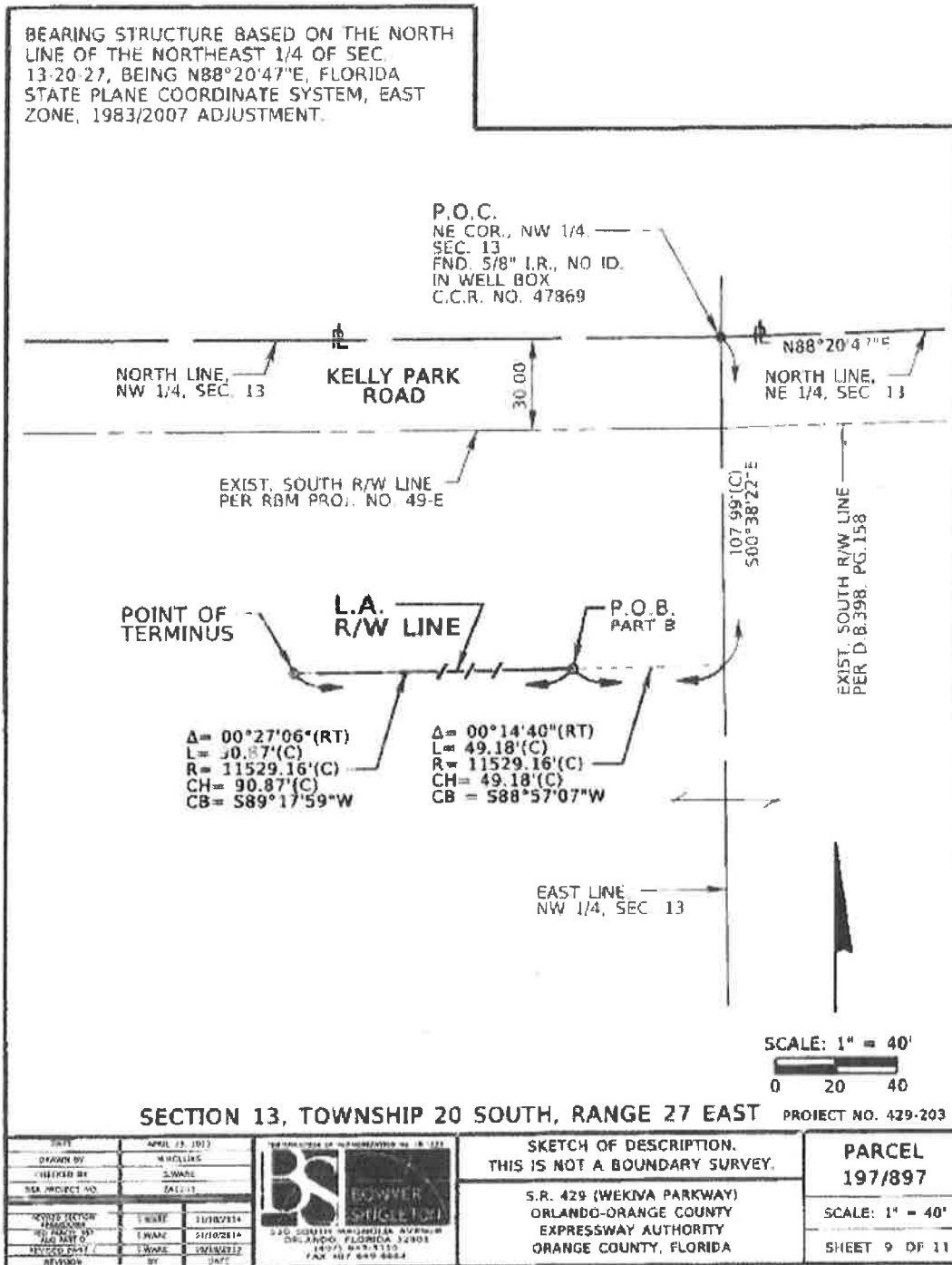
PARCEL NO.: 197 AND 897

31

OWNER: PROJECT ORLANDO, LLC

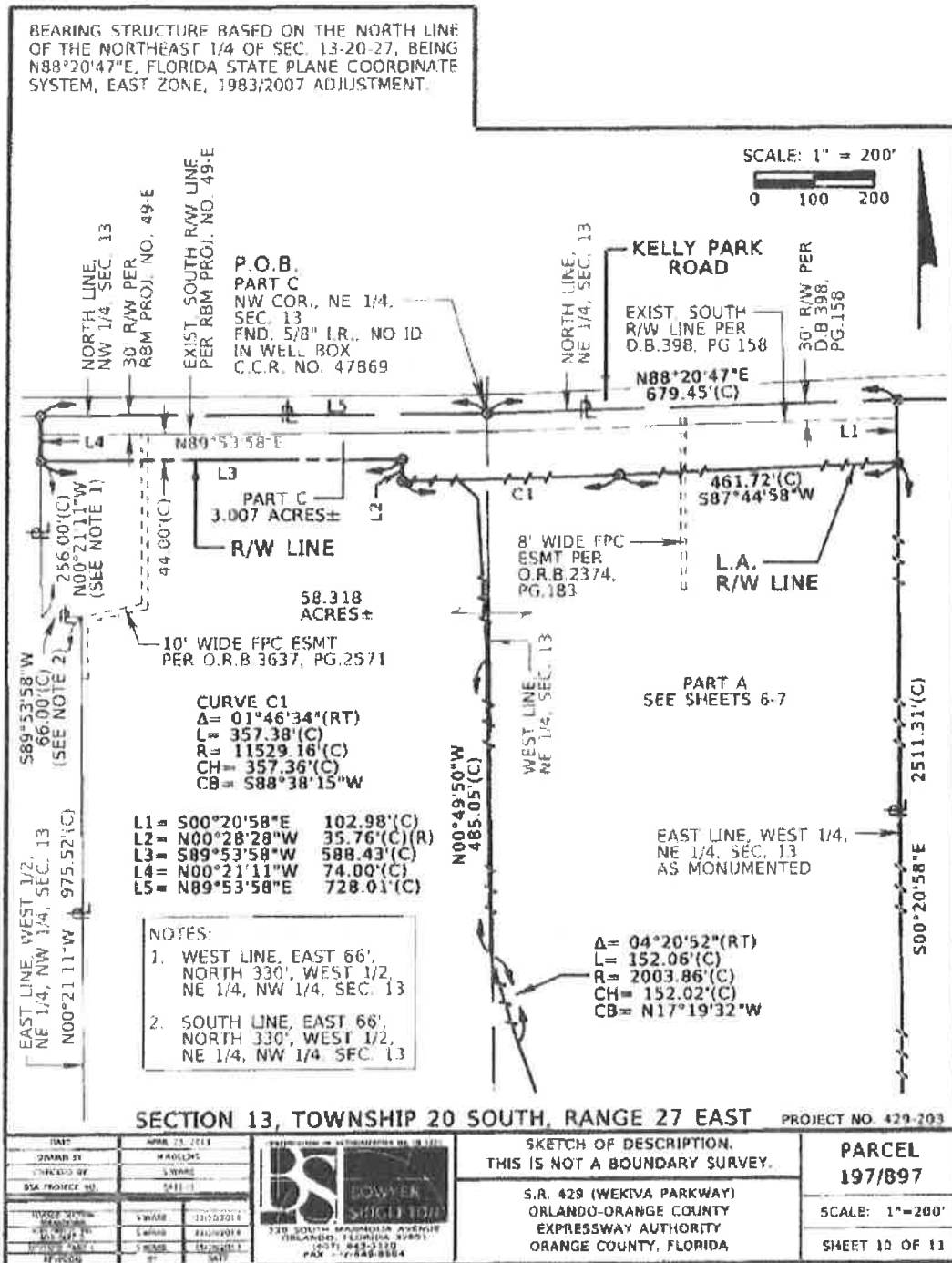
PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: APOPKA/ORANGE



PARCEL NO.: 197 AND 897  
 OWNER: PROJECT ORLANDO, LLC  
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203  
 CITY/COUNTY: AOPKA/ORANGE

32



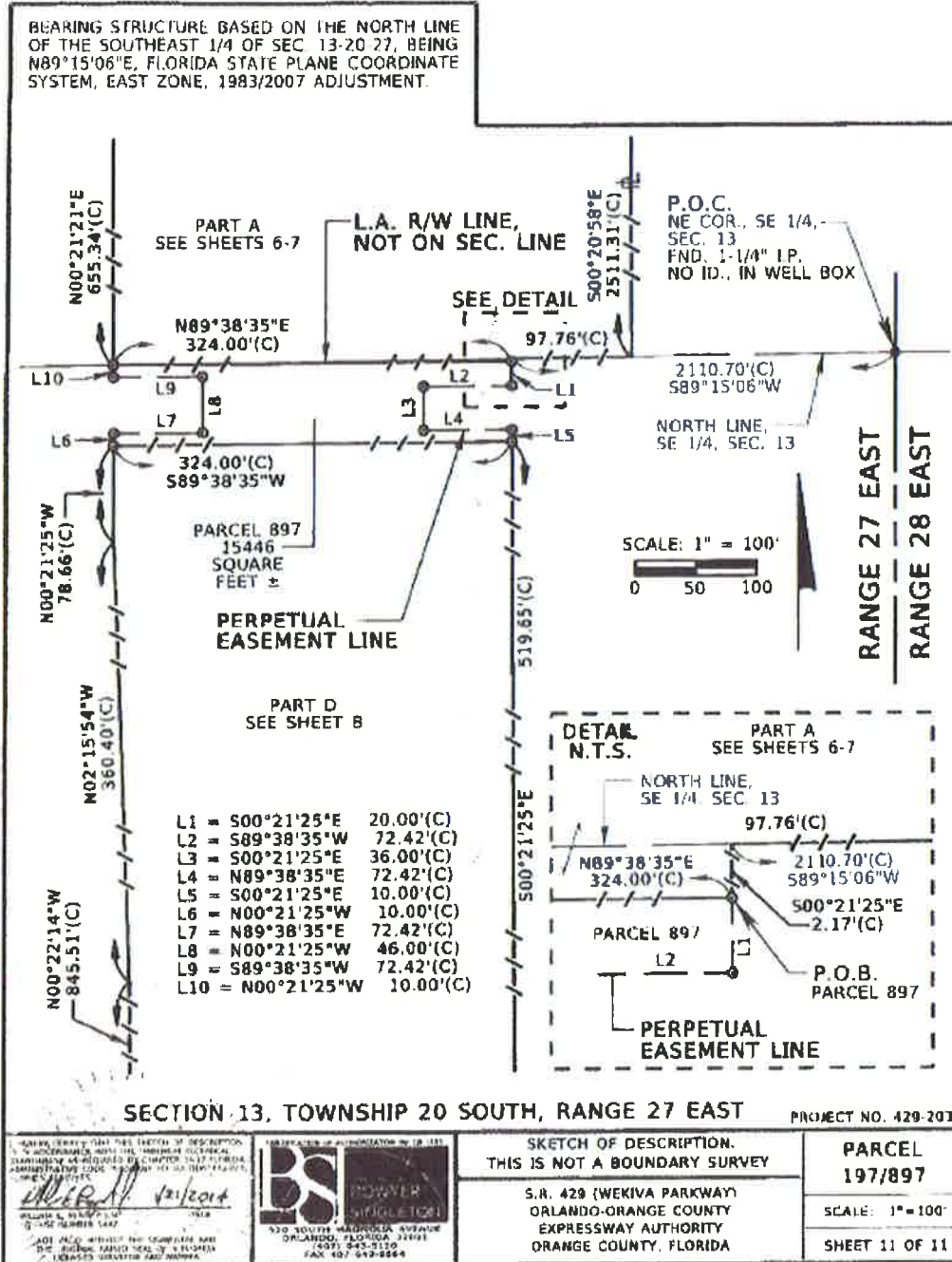
PARCEL NO.: 197 AND 897

33

OWNER: PROJECT ORLANDO, LLC

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: APOPKA/ORANGE







3. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

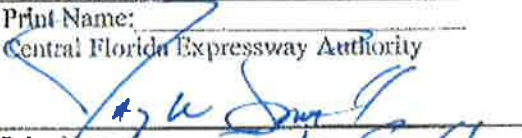
4. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

5. Counsel for Petitioner and Respondent will submit to the Court a Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

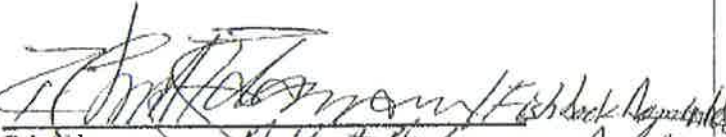
6. This Agreement resolves all remaining claims whatsoever, including claims of compensation arising from the taking of Parcels 197/897, apportionment claims, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

7. This Settlement Agreement, executed by the parties and their counsel on this 4<sup>TH</sup> day of January, 2017, contains all the agreements of the parties. This Settlement Agreement may be executed in counterparts, the aggregate of which shall constitute a single document, and electronic and/or facsimile signatures shall be deemed original signatures.

Print Name: \_\_\_\_\_  
Central Florida Expressway Authority

  
Print Name: Jay W. Small  
Counsel for CFX

Print Name: Vickie Davis  
Owner

  
Print Name: Stewart Ardaman, Attorney  
Attorney for Owner

LAW OFFICES

Fishback, Dominick, Bennett, Ardaman,  
Ahlers, Langley & Geller LLP

1947 LEE ROAD  
WINTER PARK, FLORIDA 32789-1834

June 06, 2016

Billed through 06/06/2016

Bill Number 95898

Vickie Davis  
3727 Ocoee Apopka Road  
Apopka, FL 32703

adv. Orlando-Orange County Expressway Authority  
D451 23754

Balance Forward \$0.00

**FOR PROFESSIONAL SERVICES RENDERED**

07/09/2014	AKA	Conference with Ms. Vickie Davis; Instructions to Ms. Lindsay; Review multiple documents; Review pleadings; Review statutory provisions.	2.50 hrs	\$1,250.00
07/09/2014	ML	Prepare for and attend meeting with Mr. Ardaman and Ms. Vickie Davis re: [REDACTED]; [REDACTED]; Review multiple documents; Memo to file re: retainer; Review Property Appraiser information and maps; Review pleadings.	2.50 hrs	\$375.00
07/10/2014	AKA	[REDACTED]; Legal research Re: month to month tenancies, 7 month tenancy, reasonable probability of continuation, apportionment matters, [REDACTED]; Conference with Mr. Langley; Conference with Mr. Conley; Instructions to Ms. Lindsay.	<del>3.00 hrs</del> 2.0	\$1,500.00
07/10/2014	ML	Review file; Review Division of Corporations website re: Fictitious Name filing for Bay Hills Equestrian Center; Draft Fee Agreement; Memo to Mr. Ardaman; Revise Fee Agreement; Perform conflict check for all parties, [REDACTED]; [REDACTED]; Instructions to Ms. Foster; Conference with same; Telephone Conferences Ms. Vickie Davis; Email to same.	<del>3.00 hrs</del> 2.0	\$450.00

07/10/2014	DL	(Vickie Davis D451-23754) Confer with Mr. Ardaman regarding potential [REDACTED] lease terms; Review and revise retainer agreement; Review lease agreement.	<sup>1.5</sup> <del>2.00 hrs</del>	\$850.00
07/10/2014	CRC	Review previous lease agreements; Research regarding apportionment claims, [REDACTED] and leasehold interest damages, holdover tenancies and tenancies created upon expiration of written lease.	<sup>1.8</sup> <del>2.10 hrs</del>	\$577.50
07/11/2014	ML	Review initial pleadings; Memo to file re: deadlines; Draft Pleading Index; Instructions to Ms. Gonzalez; Review lease documents; Draft Lease Chronology.	2.00 hrs	\$300.00
07/14/2014	AKA	Conference with Mr. Langley re: full compensation.	0.50 hrs	\$250.00
07/14/2014	DL	[REDACTED] Confer with Mr. Ardaman regarding tenant's entitlement to attorneys' fees for trial work concerning full compensation for land taken.	<sup>1.4</sup> <del>0.70 hrs</del>	\$297.50
07/16/2014	ML	Review file and Petition; Telephone call and message to Ms. Vickie Davis; Email to same.	0.40 hrs	\$60.00
07/18/2014	AKA	Additional e-mails and communications with Vickie Davis Re: [REDACTED] [REDACTED] Research Re: same.	0.80 hrs	\$400.00
07/18/2014	ML	Review emails between Mr. Ardaman and Ms. Vickie Davis; Emails to/from Mr. Ardaman; Review Petition; Draft Answer, Request for Hearing and Email Designation Notice; Memo to file re: Service List.	1.50 hrs	\$225.00
07/18/2014	DL	Correspondence from client and Mr. Ardaman regarding filing an Answer.	0.10 hrs	\$42.50
07/18/2014	CRC	Review correspondence from V. Davis [REDACTED]	0.20 hrs	\$55.00
07/21/2014	AKA	Conference with Mr. Langley Re: strategy with respect to answer or responding, extension from Jim Spoonhour; Need for Boarder Agreements and related matters; E-mail to Vickie Davis Re: [REDACTED] [REDACTED] Instructions to Ms. Lindsay; Review portions of propose answer and initial documents.	1.50 hrs	\$750.00
07/21/2014	AKA	Instructions to Ms. Lindsay Re: responsive pleadings; Telephone conference with attorney for OOCEA Jim Spoonhour; E-mail to Mr. Spoonhour	0.60 hrs	\$300.00
07/21/2014	DL	Review OOCEA Petition in Eminent Domain; Review draft Answer and Affirmative Defenses; Confer with Mr. Ardaman regarding strategy for making and prosecuting claim and dealing with potential termination of lease by landlord.	1.70 hrs	\$722.50

07/22/2014	AKA	E-mails from Vickie Davis; Instructions to Ms. Lindsay Re: Boarder Agreement; Conference with Mr. Langley and Mr. Ahlers Re: valuation of claim and strategy and methodology; Memorandum to Mr. King Re: leasehold interest; Memo to Mr. Conley Re: pleadings with respect to apportionment claim; Review eminent domain practice and procedures manual with respect to various issues.	2.00 hrs	\$1,000.00
07/22/2014	ML	Review emails, Boarder Agreements and executed fee agreement; Conference with Mr. Ardaman; Email to Ms. Davis.	1.00 hrs	\$150.00
07/22/2014	DL	Confer with Mr. Ardaman regarding apportionment claim and whether to raise it in the Answer and Affirmative Defenses.	0.50 hrs	\$212.50
07/23/2014	AKA	Instructions to Ms. Lindsay Re: review portions of appraisal and other items to deal with; Review portions of appraisal.	1.20 hrs	\$600.00
07/24/2014	ML	Review OOCEA Appraisal and Addenda; Review email from Mr. Ardaman; Emails to/from Mr. King re: lease documents; Review file.	1.40 hrs	\$210.00
07/24/2014	LDK	Receive instruction from Mr. Ardaman. Review lease documents. Begin drafting memorandum regarding the law of condemnation of a leasehold.	1.20 hrs	\$270.00
07/25/2014	ML	Review multiple websites re: property information including ownership, OOCEA project, taxes and agricultural classification, and related matters; Memo to Mr. Ardaman.	1.50 hrs	\$225.00
07/25/2014	LDK	Review lease documents. Research methods for valuing leaseholds in condemnation action. Research types of evidence that can be presented in such cases. Research whether options to renew are compensable.	5.30 hrs	\$1,192.50
07/28/2014	AKA	Conference with Mr. Langley re: apportionment pleading.	0.30 hrs	\$150.00
07/28/2014	DL	Confer with Mr. Ardaman regarding answer and affirmative defenses to preserve apportionment claim.	0.30 hrs	\$127.50
07/28/2014	CRC	Research regarding apportionment claims, affirmative defenses, and crossclaims; Preparation of short memorandum regarding proposed answer; Research regarding supplemental proceedings; Review and revisions to answer, affirmative defenses, and damage claims; Instructions to M. Lindsey regarding answer to petition.	1.40 hrs	\$385.00
07/28/2014	LDK	Research valuation of leasehold interest in condemnation proceeding. Prepare legal memorandum.	1.30 hrs	\$292.50

07/29/2014	AKA	Legal research Re: multiple issues surrounding leasehold valuation and position of lessee; Research Re: order of proof and pleadings.	2.10 hrs	\$1,050.00
07/29/2014	ML	Review OOCEA Request for Admissions; Email and memo to Mr. Ardaman and Mr. Conley; Conference with Mr. Conley re: Answer; Review Amended Notice of Lis Pendens and Service List; Draft Service List; Memo re: same.	1.50 hrs	\$225.00
07/29/2014	CRC	Review condemnation petition and request for admissions; Review and revisions to answer and affirmative defenses; <del>Research regarding [REDACTED]</del>	<sup>4</sup> <del>0.80 hrs</del>	\$220.00
07/29/2014	LDK	Review and update memorandum regarding condemnation of leaseholds, and transmit to Mr. Ardaman.	0.20 hrs	\$45.00
07/30/2014	AKA	Review appraisal; Review draft proposed answer and defenses and damage claim; Telephone conference with Mrs. Vickie Davis; Instructions to Ms. Lindsay; Review aerial; Instructions to Ms. Gonzalez.	1.50 hrs	\$750.00
07/30/2014	ML	Review emails re: lease terms and issues; Review Lease documents; Email re: same; Conference with Mr. Ardaman; Review file re: multiple various documents; Review OOCEA Appraisal; View City of Apopka website re: Kelly Park Crossing DRI Development Order; Email to Clerk's office; Telephone Conference with Ms. Vickie Davis; Review and prepare Google Earth images; Review Property Appraiser website; Review aerial photographs.	2.00 hrs	\$300.00
07/31/2014	AKA	Review maps; View subject property; Conference with Mrs. Vickie Davis; Photographs of property; Drive surrounding areas; Instructions to Mr. King Re: research; Instructions to Mr. Conley Re: potential Motion for Dismissal and related issues; Legal research Re: same.	4.00 hrs	\$2,000.00
07/31/2014	AKA	Telephone conference with Vickie Davis Re: <del>[REDACTED]</del> Review and revise answer for defenses and further claims; Legal research Re: <del>[REDACTED]</del> , fixtures, mobile home related matters; Instructions to Ms. Gonzalez; Instructions to Mr. Conley.	<sup>2.0</sup> <del>2.30 hrs</del>	\$1,150.00
07/31/2014	ML	Review email from Apopka City Clerk re: Development Order for Kelly Park Crossing DRI; Email to Mr. Ardaman; Emails to/from Mr. King re: title work; Emails to/from Mr. Conley re: Response to Request for Admissions; Review revised Answer.	0.70 hrs	\$105.00
07/31/2014	CRC	Research regarding pre-condemnation notice	<sup>1.5</sup> <del>1.90 hrs</del>	\$522.50

	and good faith negotiations, [REDACTED] despite existence of condemnation clause within lease; Research condemnation statutes regarding notice and negotiation pre-suit requirements; Review and revisions to answer and affirmative defenses to condemnation petition; Review first set of admissions; Research regarding responses to admissions; [REDACTED]		
07/31/2014 LDK	Conference call with Mr. Ardaman and Mr. Conley. Research whether a leasehold interest could be subordinated to a mortgage for the purposes of apportionment in a condemnation case. Review lease documents for condemnation clause. Research whether a lessee in a condemnation case may put on evidence of the value of the overall property.	2.10 hrs	\$472.50
08/01/2014 AKA	Review chronology of events for leasing, purchase and sale and related matters; Instructions to Ms. Lindsay Re: same; Review leases; Review and revise Answer, Defenses and Claims; [REDACTED] Review eminent domain practice and procedural manual; Instructions to Ms. Lindsay Re: Notice of Appearance, Email Designation and related matters; Discovery responses; Instructions to Mr. Conley Re: same.	<del>4.00 hrs</del> 3.2	\$2,000.00
08/01/2014 ML	Review memo from Mr. Conley re: needed information and action items; Emails to/from Mr. King re: title work; Review Property Appraiser information; Upload and request title search report with Stewart Title; Emails to/from same.	1.00 hrs	\$150.00
08/01/2014 ML	Review OOCEA's Notice of Dropping Parties and associated Disclaimers of Interest; Review OOCEA's Motion for Default for several Respondents; Review Tax Collector's Amended Answer and Amended Motion for Payment of Taxes; Revise Service List; Review OOCEA's Request for Admissions; Memo to Mr. Ardaman; Revise Answer and Affirmative Defenses.	1.00 hrs	\$150.00
08/01/2014 ML	Further revisions to Answer and Affirmative Defenses; Draft Notice of Appearance; Revise Email Designation Notice; Upload and electronically notices; Review multiple filed court documents filed by other parties; Revise Service List; Upload and electronically file Answer and Affirmative Defenses and Request for Hearing; Revise Pleading Index.	2.80 hrs	\$420.00

08/01/2014	ML	Review Request for Admissions; Draft Response; Draft letter to Jim Spoonhour.	0.80 hrs	\$120.00
08/01/2014	DL	Confer with Mr. Ardaman regarding valuation for apportionment purposes and answer.	0.30 hrs	\$127.50
08/01/2014	CRC	Review and revisions to answer, affirmative defenses/claims to condemnation petition; Research regarding severance damages, [REDACTED], noise damages, rents, and special damages; Instructions to M. Lindsey regarding response to admissions; Review notice of appearance and notice of designation of email addresses.	<del>2.10 hrs</del> 1.8	\$577.50
08/01/2014	LDK	Research whether a mortgagee's claim in an eminent domain case can take priority over a lessee's claim.	1.00 hrs	\$225.00
08/02/2014	AKA	E-mail to Vickie Davis Re: [REDACTED]; Instructions to Mr. King Re: review of mortgage priorities claim; Review pleadings from other parties; Instructions to Ms. Lindsay.	1.00 hrs	\$500.00
08/04/2014	AKA	Conference with Mr. Langley re: apportionment claim.	0.20 hrs	\$100.00
08/04/2014	AKA	E-mail from Ms. Davis; Instructions to Ms. Lindsay Re: title work, mortgage issues and related matters; Review and revise letter to OOCBA counsel; Review and revise response Request for Admissions; Conference with Mr. Conley Re: same.	1.40 hrs	\$700.00
08/04/2014	AKA	Review legal research Re: lease/mortgage priority; Instructions to Mr. King Re: same; Review e-mails from Vickie Davis; Conference with potential experts.	1.80 hrs	\$900.00
08/04/2014	AKA	Instructions to Ms. Lindsay Re: chart for boarders, residential tenants and other interests in property; Instructions to Ms. Gonzalez Re: various parties in the case; Review and revise response to Request for Admissions; Telephone call to business damage expert.	<del>1.20 hrs</del> 1.0	\$600.00
08/04/2014	AKA	Instructions to Ms. Lindsay Re: boarders subtenants and related matters.	0.60 hrs	\$300.00
08/04/2014	AKA	Conference with Mr. Langley re: apportionment claim.	0.20 hrs	\$100.00
08/04/2014	ML	Review and revise Response to Request for Admissions; Revise letter to Jim Spoonhour; Review Answers filed by mortgagee, PSP/MRC Debt Portfolio and Alfred Kager; Review file and pleadings; Emails to/from Mr. Ardaman; Review Mortgage and Assignment; Memo to Mr. Ardaman; Revise Pleading Index; Conference with Mr. Ardaman; Review Lease documents; Review notes; Email to Ms. Davis	2.50 hrs	\$375.00

		re: [REDACTED] Review Division of Corporations website and perform Google search re: PSP/MRC Debt Portfolio; Review Property Appraiser information.		
08/04/2014	ML	Review file re: tenants and boarders; Draft list and who disclaimer and default status; Conference with Mr. Ardaman; Email to Ms. Vickie Davis.	1.00 hrs	\$150.00
08/04/2014	DL	Discussion with Mr. Ardaman regarding apportionment claim.	0.20 hrs	\$85.00
08/04/2014	DL	Correspondence from Attorney, Zachary Broome regarding service of pleading issue.	0.10 hrs	\$42.50
08/04/2014	CRC	Review proposed correspondence regarding admissions; Review proposed responses to request for admissions; Instructions to M. Lindsay regarding same; Review answer and affirmative defenses of PSP/MRC Debt Portfolio.	0.80 hrs	\$220.00
08/04/2014	LDK	Research and review relevant statutes and case law as to whether and when a mortgagee has priority over a lessee in a condemnation proceeding. Review and research case law regarding lease renewals and modifications and their impact on priority as to mortgagees. Review and research case law regarding how notice of a lessee's interest by a mortgagee may be achieved without recordation. Add to legal memorandum and communicate research to Mr. Ardaman.	6.40 hrs	\$1,440.00
08/05/2014	AKA	Conference with Mr. Langley re: apportionment issues and mortgage.	0.60 hrs	\$300.00
08/05/2014	ML	Telephone Conference with Ms. Vickie Davis re: [REDACTED] Revise List; Memo to Mr. Ardaman; [REDACTED] expert; Telephone conference with [REDACTED]	<del>1.80 hrs</del> 1.4	\$270.00
08/05/2014	ML	Review bank's Response to Request for Admissions; Revise Pleading Index; Review Fictitious name filing and status of d/b/a Bay Hills Equestrian Center; Memo to Mr. Conley.	0.30 hrs	\$45.00
08/05/2014	DL	Confer with Mr. Ardaman regarding apportionment issues concerning mortgage holder and strategy regarding same.	0.60 hrs	\$255.00
08/05/2014	CRC	Review memorandum regarding priority and lease issues; Review PSP/MRC Debt Portfolio's responses to first request for admissions; Review notice of inclusion on eService list; Review correspondence from Z. Broome regarding service of answer and affirmative defenses; Research regarding fictitious name registration; Review fictitious name records.	1.10 hrs	\$302.50



08/05/2014	LDK	Research lease vs. mortgage priority in condemnation proceeding. Assess discovery needs. Prepare request to produce from PSP.	3.10 hrs	\$697.50
08/06/2014	AKA	Telephone conference with attorney for OOCEA, Mr. Jim Spoonhour Re: discovery request, Order of Taking and related matters; Review multiple articles and pleadings; Instructions to Ms. Lindsay Re: mortgage foreclosure action and mortgagee interest; Memo to file Re: telephone conference with Jim Spoonhour; Instructions to Mr. Conley Re: discovery; Instructions to Mr. King Re: priority related matters.	3.00 hrs	\$1,500.00
08/06/2014	JFB	Conference with Attorneys' Ahlers and King re: wisdom of intervention in foreclosure of subordinate mortgage.	0.50 hrs	\$200.00
08/06/2014	MFA	Conference with Attorney King and Attorney Bennett regarding intervening is foreclosure case.	0.50 hrs	\$187.50
08/06/2014	ML	Conference with Mr. Ardaman; Telephone Conference with Jim Spoonhour re: documents requested in connection with Request for Admissions; Review pleadings; Review CFX Replies to lenders' affirmative defenses; Review lease documents; View Official Records website and multiple mortgage documents; Review Clerk of Court website re: mortgage foreclosure and docket; Review multiple articles and other documents.	2.50 hrs	\$375.00
08/06/2014	DL	Review Expressway Authority's Reply to Affirmative Defenses.	0.10 hrs	\$42.50
08/06/2014	DL	Confer with Mr. Ardaman regarding mortgage lien priority status in relationship to client's lease.	0.20 hrs	\$85.00
08/06/2014	CRC	Review reply to affirmative defenses of PSP/MRC Debt Portfolio and reply to affirmative defenses of The Patriot Group; Preparation of correspondence to B. Lynch regarding confirmation of documents received; Review correspondence from B. Lynch regarding document production to answer admissions and review attached documents.	1.10 hrs	\$302.50
08/07/2014	AKA	Review priority with respect to lease related matters and mortgage foreclosure action; Instructions to Ms. Lindsay and Mr. King.	0.50 hrs	\$250.00
08/07/2014	ML	<del>Review title work and related</del> Review Lease, Mortgage and ownership documents; Revise Chronology; Emails to/from Mr. King; Telephone call and message to Ms. Vickie Davis; Review title work and related	1.0 1.50 hrs	\$225.00

		documents; Review RFT Trust's Answer and Response to Request for Admissions; Revise Pleading Index.		
08/07/2014	DL	Confer with Mr. Ardaman regarding mortgagee claims and potential superiority of leasehold claims to mortgage and appointment issues.	0.50 hrs	\$212.50
08/07/2014	CRC	Review response to request for admissions, answer, and affirmative defenses of RFT Trust, LLC; Review revised chronology; Review affirmative defenses of Kagars.	0.90 hrs	\$247.50
08/07/2014	JJK	Advise Mr. Ardaman as to advisability of intervening in foreclosure suit to protect client's leasehold interest. Review mortgage documents and title work.	0.80 hrs	\$180.00
08/08/2014	AKA	Review memo from Ms. Lindsay; Instructions to same.	0.30 hrs	\$150.00
08/08/2014	CRC	Preparation of discovery relating to mortgage entities; Review lease and mortgage chronology.	1.10 hrs	\$302.50
08/11/2014	DL	Review property owner's answer and affirmative defenses to petition and response to discovery requests.	0.30 hrs	\$127.50
08/11/2014	CRC	Review Answer and Affirmative Defenses, Response to Request to Produce, and Response to Request for Admissions of Project Orlando, LLC.	0.60 hrs	\$165.00
08/12/2014	AKA	Review e-mail from attorney for fee simple owner; Review filing by fee simple owner attorney; Instructions to Ms. Lindsay Re: Expressway Authority default for additional party; Research Re: leasehold interest and term.	0.80 hrs	\$400.00
08/12/2014	AKA	Telephone conference with appraiser Re: valuation standards, lease renewals and successive renewals; Legal research Re: same; Instructions to Ms. Gonzalez Re: same.	1.30 hrs	\$650.00
08/12/2014	AKA	Review portions of title insurance commitment; Instructions to Mr. King Re: review of same and preparation of chart; Review multiple pleadings from other parties.	1.10 hrs	\$550.00
08/12/2014	CRC	Review motion for default and proposed order regarding same as to Demi Daggibi; Review correspondence from B. Lynch regarding same; Review correspondence from J. Spejenkowski regarding dropping of party; Preparation of requests for production.	0.70 hrs	\$192.50
08/13/2014	CRC	Preparation of requests for production to co-respondents; Review file materials regarding mortgages and lease issues; Research regarding various interests of co-Respondents; Review recorded interests, assignments, mortgages, and agreements; Research regarding priority.	2.20 hrs	\$605.00

08/13/2014	LDK	Review title work, mortgage, and other documents evidencing interests in the subject property. Assess which interests are compensable in condemnation proceedings and determine priority of interests. Compose memorandum and chart on the subject.	3.20 hrs	\$720.00
08/15/2014	AKA	Review pleadings filed by various parties; Instructions to Ms. Lindsay and Ms. Gonzalez Re: proposed deposit money and Amended Declaration of Taking.	0.30 hrs	\$150.00
08/15/2014	AKA	E-mails from and to Expressway Authority counsel Re: Stipulated Order of Taking; Instructions to Ms. Lindsay Re: same; E-mail to client Re: same and extended possession; Legal research Re: impacts of extended possession.	1.20 hrs	\$600.00
08/15/2014	DL	Review Amended Declaration of Taking and proposed Stipulated Order of Taking; Review default entered against one of the respondents.	0.40 hrs	\$170.00
08/15/2014	CRC	Review amended declaration of taking and estimate of value; Review stipulated order of taking; Review correspondence from B. Lynch regarding same; Review Joint Motion and Default as to D. Daggibi; Review correspondence to B. Lynch regarding extended possession and modifications to stipulated order of taking; <del>_____</del> <del>_____</del> <del>_____</del>	<del>0.70 hrs</del> 1.4	\$192.50
08/18/2014	AKA	Review photos; Instructions to Ms. Gonzalez and Ms. Lindsay; E-mails from Mrs. Davis Re: <del>_____</del> ; Instructions to Ms. Lindsay.	0.80 hrs	\$400.00
08/18/2014	ML	Review Project Orlando, LLC's Answer and Affirmative Defenses and responses to discovery requests; Review Default entered against Demi Daggibi; Revise Service List; Review emails re: Order of Taking and extended possession; Emails to/from Mr. Ardaman; Email to Ms. Vickie Davis.	1.20 hrs	\$180.00
08/18/2014	DL	Correspondence from Expressway's counsel regarding potential extended possession.	0.10 hrs	\$42.50
08/18/2014	CRC	<del>_____</del> <del>_____</del> <del>_____</del> Research regarding special damages in eminent domain proceedings; Review correspondence from B. Lynch regarding stipulation and extended possession.	<del>1.20 hrs</del> 1.6	\$330.00
08/19/2014	ML	Review photographs of subject property; Review Amended Declaration of Taking; Review emails; Revise Stipulated Order of	0.60 hrs	\$90.00

Taking; Email to Ms. Davis re: [REDACTED]

08/19/2014	LDK	Work on memorandum/chart of current interests encumbering subject property and their relevance to condemnation proceeding. Review case law as to the effect of a mortgage modification on its priority over other interests in a piece of property.	0.70 hrs	\$157.50
08/25/2014	AKA	Review multiple pleadings and e-mails Re: various filings of Affirmative Defenses and Claims and Responses thereto; Instructions to Ms. Gonzalez Re: communications from Expressway Authority counsel.	0.70 hrs	\$350.00
08/25/2014	AKA	Review certain title documents provided by Expressway Authority; Instructions to Ms. Lindsay.	0.90 hrs	\$450.00
08/25/2014	AKA	Review research Re: priority; Further instructions to Mr. King Re: lease date, execution date and mortgage recording date and related matters.	0.80 hrs	\$400.00
08/25/2014	ML	Review all Answers filed by parties with security interests; Emails and memo to/from Mr. Ardaman; Review Kelly Park Crossing DRI Development Order and maps re: preservation areas; Email and memo to Mr. Ardaman.	1.00 hrs	\$150.00
08/25/2014	LDK	Confer with Mr. Ardaman concerning priority issues in condemnation proceedings and the priority of client's lease vs. the mortgage on the property.	0.20 hrs	\$45.00
08/26/2014	LDK	Review case law as to whether there is a presumption that a lease is executed on the start date of the lease.	0.90 hrs	\$202.50
08/27/2014	ML	Review Judicial Disclosure of Judge Doherty re: de minimus interest; Revise Pleading Index; Conference with Mr. Conley.	0.40 hrs	\$60.00
08/27/2014	CRC	Review Judicial Disclosure of Judge Doherty; Instructions to M. Lindsey regarding same.	0.20 hrs	\$55.00
08/28/2014	AKA	Instructions to Mr. King Re: legal research regarding apportionment proceedings for estimated value and thereafter and rights of parties to apportionment; Review proposed Amendment to Answer Affirmative Defenses and Damage Claims.	1.00 hrs	\$500.00
08/28/2014	AKA	Instructions to Mr. King Re: additional research concerning apportionment/withdrawals; Instructions to Ms. Lindsay Re: Amendment to Answer Affirmative Defenses and Damage Claims.	0.80 hrs	\$400.00
08/28/2014	ML	Emails to/from appraiser regarding review of file; Review file; Conference with Mr.	0.60 hrs	\$90.00

		Ardaman re: site visit, Order of Taking, and extended possession; Emails to/from Ms. Vickie Davis; Review Civil Procedure Rules regarding amending Answer and Affirmative Defenses.		
08/28/2014	LDK	Review statute and case law as to whether apportionment is allowable in a condemnation action before settlement or final judgment. Communicate results to Mr. Ardaman.	1.30 hrs	\$292.50
08/29/2014	ML	Review Amended Answer; Upload and electronically file same; Revise Pleading Index; Emails to/from appraiser; Conference with appraiser re: review of file; Memo to file.	1.50 hrs	\$225.00
09/02/2014	AKA	Instructions to Ms. Lindsay Re: communications between Vickie Davis and Expressway Authority Acquisition Agent; Review file.	0.50 hrs	\$250.00
09/02/2014	AKA	Telephone conference with attorney for Expressway Authority; Instructions to Ms. Lindsay Re: lease and relocation; Telephone call to Ms. Vickie Davis Re: same; Review lease; Instructions to Mr. King Re: legal research concerning lease term.	1.20 hrs	\$600.00
09/02/2014	ML	Review emails regarding potential property for relocation and communications with CFX representative; Emails to/from Mr. Ardaman; Emails to/from Ms. Davis; Conference with Mr. Ardaman; Review Lease documents; Telephone Conference with Ms. Davis; Review Notices from Expressway Authority.	1.00 hrs	\$150.00
09/02/2014	LDK	Confer with Mr. Ardaman and Ms. Lindsay regarding lease renewals and current status of lease. Review case law and statute regarding lease renewals and contract interpretation to determine whether automatic renewal provision is still in effect. Communicate results to Mr. Ardaman. Add to Legal Memorandum in opposition to the court's disbursal of the condemnation deposit.	1.80 hrs	\$405.00
09/02/2014	LDK	Prepare memorandum in opposition to court disbursing initial deposit of estimated condemnation award for use if property owner moves to withdraw the deposit.	0.50 hrs	\$112.50
09/03/2014	AKA	Review Expressway Authority letter to separate tenant; Instructions to Ms. Lindsay; Review and revise e-mail to Expressway Authority from Ms. Lindsay; Instructions to Mr. King Re: multiple research.	1.00 hrs	\$500.00
09/03/2014	AKA	Conference with Ms. Lindsay Re: documents to appraiser concerning Vickie Davis interest in the real estate; Review Expressway Authority	1.00 hrs	\$500.00

		related matters and appraisal.		
09/03/2014	ML	Review emails and 90-Day Letters of Assurance; Email and memo to Mr. Ardaman; Review mortgage foreclosure court docket re: status; Emails to/from Mr. King; Review Chronology of Events; Review file and documents for appraiser; Draft letter to same; Emails to/from Ms. Davis; Email to attorneys for Expressway Authority re: 90-Day Letter of Assurance.	2.00 hrs	\$300.00
09/03/2014	DL	Review proposed Stipulated Order of Taking.	0.20 hrs	\$85.00
09/03/2014	LDK	Prepare Memorandum of Law arguing against disbursement of good faith deposit and for client's priority over mortgagee and lienholders.	1.30 hrs	\$292.50
09/04/2014	AKA	Review and revise Memorandum of Law with respect to priority and apportionment.	0.80 hrs	\$400.00
09/04/2014	AKA	Further revisions to Memorandum of Law with respect to priority, disbursement and apportionment.	0.30 hrs	\$150.00
09/04/2014	AKA	Legal research Re: apportionment vs. disbursement; Further instructions to Mr. King Re: same.	0.80 hrs	\$400.00
09/04/2014	AKA	Telephone conference with Vickie Davis Re: [REDACTED]	1.90 hrs	\$950.00
		Instructions to Ms. Lindsay; Review Stipulated Order of Taking and proposed Stipulation; Telephone conference with Jim Spoonhour Re: his request for Stipulation to the Order of Taking, extended position, apportionment, lien and related matters; Instructions to Ms. Lindsay; E-mails to and from Mr. Spoonhour.		
09/04/2014	AKA	E-mails with Jim Spoonhour as counsel for the Expressway Authority Re: multiple matters; Instructions to Ms. Lindsay Re: Stipulated Order of Taking and [REDACTED]; Legal research Re: apportionment priority and disbursement and related issues.	2.20 hrs	\$1,100.00
09/04/2014	ML	Review revised proposed Stipulated Order of Taking and compare with prior version; Telephone Conference with Ms. Vickie Davis re: [REDACTED]; Review emails from Jim Spoonhour; Review file; Review proposed Stipulated Order of Taking and compare with other versions; Email and memo to Mr. Ardaman.	1.50 hrs	\$225.00
09/04/2014	ML	Review revised Stipulated Order of Taking; Email to Ms. Vickie Davis; Review Joint	0.30 hrs	\$45.00

09/04/2014	LDK	Motion; Draft email to Jim Spoonhour. Review statutes and case law regarding when apportionment may occur. Confer with Mr. Ardaman regarding timing of apportionment and contents of Legal Memorandum for court. Update agreement accordingly.	2.30 hrs	\$517.50
09/05/2014	AKA	E-mails from and to counsel for Expressway Authority; Instructions to Ms. Lindsay Re: proceedings affecting Vickie Davis' rights; Instructions to Mr. King Re: further research with respect to the unit rule and Ms. Davis' right to present certain evidence in certain circumstances.	1.20 hrs	\$600.00
09/05/2014	AKA	E-mails from Expressway Authority counsel and its surveyors; Instructions to Ms. Lindsay Re: communications with Vickie Davis [REDACTED]	0.70 hrs	\$350.00
09/05/2014	AKA	Additional e-mails to and from attorney for Expressway Authority; Instructions to Mr. King Re: additional research Re: Order of Taking Hearing on Monday; Instructions to Ms. Lindsay Re: Vickie Davis communication with the Expressway Authority; E-mail to attorney for Expressway Authority with respect to surveying and Stipulated Order of Taking.	1.20 hrs	\$600.00
09/05/2014	AKA	E-mails from Expressway Authority and its surveyors Re: flagging; Instructions to Ms. Lindsay Re: same.	0.50 hrs	\$250.00
09/05/2014	AKA	Review memo from Ms. Lindsay re: communications with Ms. Davis.	0.20 hrs	\$100.00
09/05/2014	ML	Review multiple emails from Mr. Ardaman and between Mr. Ardaman and Expressway Authority re: flagging area of taking and related matters; Emails to experts and Ms. Davis; Draft email to Jim Spoonhour; Review Joint Motion and Stipulated Order of Taking; Memo to file; Review Appraisal and maps re: area of taking; Review emails regarding flagging west boundary of taking; Emails to/from Ms. Davis; Emails to/from Jim Spoonhour and Brendan Lynch.	1.50 hrs	\$225.00
09/05/2014	ML	Review emails re: potential replacement property; Telephone Conference with Ms. Vickie Davis.	0.20 hrs	\$30.00
09/05/2014	CRC	Review correspondence from J. Spoonhour and G. Pressimone regarding survey and staking of property; Review joint motion and stipulated order of taking;	0.60 hrs	\$165.00
09/05/2014	LDK	Research the "Unity Rule" and compose memorandum discussing how this rule bears on	2.30 hrs	\$517.50

		valuation of leasehold interests and the role of the jury in doing so.		
09/06/2014	DL	Review joint motion for stipulated order of taking.	0.20 hrs	\$85.00
09/07/2014	AKA	E-mails from and to attorney for Expressway Authority; Legal research Re: apportionment and disbursement and review various lease matters.	1.30 hrs	\$650.00
09/08/2014	AKA	Instructions to Ms. Lindsay Re: lease and matters pertaining to Order of Taking hearing.	0.40 hrs	\$200.00
09/08/2014	AKA	Conference with attorneys for CFX; Attend hearing on Order of Taking; Instructions to Ms. Lindsay.	1.00 hrs	\$500.00
09/08/2014	AKA	Review e-mails, notes and drawings in preparation for Order of Taking; Multiple e-mails to attorney for CFX; Telephone conference with Mrs. Vickie Davis Re: [REDACTED]	1.70 hrs	\$850.00
		[REDACTED]; Review matters in preparation of Order of Taking.		
09/08/2014	AKA	Review documents from Mrs. Vickie Davis; Multiple e-mails and telephone calls to attorneys for Expressway Authority.	1.50 hrs	\$750.00
09/08/2014	AKA	Conference with Mr. Langley re: extended possession.	0.20 hrs	\$100.00
09/08/2014	ML	Prepare for and assist Mr. Ardaman for Order of Taking hearing; Review file and multiple documents; Review Joint Motions attached to proposed Stipulated Order of Taking; Review CFX Motion for Final Judgment After Default; Telephone Conference with Ms. Vickie Davis.	2.00 hrs	\$300.00
09/08/2014	ML	Review Stipulated Order of Taking and Final Judgment After Default entered by Judge Doherty; Review email re: lease documents.	0.50 hrs	\$75.00
09/08/2014	DL	Confer with Mr. Ardaman regarding extended possession issues.	0.20 hrs	\$85.00
09/08/2014	CRC	Review motion for final judgment; Review notice of condemnation letters; Review final judgment post-default.	0.40 hrs	\$110.00
09/09/2014	ML	Telephone Conferences with Ms. Vickie Davis re: [REDACTED]; Email to same; Memo to Mr. Ardaman.	0.60 hrs	\$90.00
09/09/2014	DL	Review notice of deposit.	0.10 hrs	\$42.50
09/09/2014	CRC	Review notice of deposit; Review correspondence from B. Lynch regarding same; Review correspondence from D. Schroth, S. Harris, M. Simring regarding proposed order to withdraw funds; Review proposed order to withdraw funds; Review correspondence from K. Baucrlc regarding proposed Order to	0.60 hrs	\$165.00



		Withdraw Funds.		
09/10/2014	AKA	Craft proposed discovery; Conference with Mr. Conley Re: same; E-mails from and to attorneys for Expressway Authority; Instructions to Ms. Lindsay.	1.10 hrs	\$550.00
		<del>Review motion to withdraw funds; Review order directing payment of taxes; Review correspondence from B. Lynch regarding extension of time to vacate premises.</del>	<del>0.80 hrs</del>	<del>\$120.00</del>
09/10/2014	CRC	Review motion to withdraw funds, motion for final judgment after default; Review order directing payment of taxes; Review correspondence from B. Lynch regarding extension of time to vacate premises.	0.40 hrs	\$110.00
09/11/2014	AKA	Review e-mails from counsel for mortgage holder; Instructions to Mr. King and Mr. Conley Re: Motion for Withdrawal and Response and Affirmative Defenses.	0.50 hrs	\$250.00
09/11/2014	AKA	Legal research in preparation for response to Motion to Withdrawal.	0.50 hrs	\$250.00
09/11/2014	AKA	E-mails Re: deposit; Telephone conference with Vickie Davis Re: [REDACTED] Instructions to Ms. Lindsay Re: documents related to deposit.	0.80 hrs	\$400.00
09/11/2014	AKA	E-mails from and to Expressway Authority attorneys; E-mail and telephone conference with Vickie Davis Re: [REDACTED]	1.00 hrs	\$500.00
09/11/2014	ML	Review multiple emails re: extended possession and notice to vacate served upon hoarse boarders; Telephone Conference with Ms. Vickie Davis; Review additional emails; Memo to file re: relocation assistance requirements.	1.20 hrs	\$180.00
09/11/2014	DL	Review correspondence from Mr. Ardaman to Expressway's lawyer regarding extended possession issue.	0.10 hrs	\$42.50
09/11/2014	CRC	Review correspondence regarding extended possession of premises; Review correspondence from B. Lynch regarding same.	0.30 hrs	\$82.50
09/12/2014	CRC	Review proposed response in opposition to motion to withdraw funds; Review notice of hearing on second order of taking hearing.	0.60 hrs	\$165.00
09/12/2014	LDK	Prepare reply to PSP/MRC's motion to withdraw the initial deposit.	1.20 hrs	\$270.00
09/15/2014	AKA	Review and revise multiple Requests for Production; Review mortgages.	1.90 hrs	\$950.00
09/16/2014	ML	Review draft discovery requests; Review Order Directing Payment of Taxes; Instructions to Ms. Gonzalez.	0.50 hrs	\$75.00
09/16/2014	CRC	Research regarding non-party subpoenas and non-party production; Preparation of	2.60 hrs	\$715.00

		interrogatories; Review answers and affirmative defenses raised by co-respondents; Research regarding lien priorities in condemnation proceedings; Telephone conference with D. Armeni regarding disbursement motion and objections thereto; Instructions to M. Lindsay regarding discovery issues.		
09/17/2014	AKA	E-mails from and to attorneys Re: Motion for Withdraw; Instructions to Mr. Conley and Mr. King Re: response to Motion to Withdraw and discovery.	0.80 hrs	\$400.00
09/17/2014	ML	Review multiple emails regarding PSP/MRC Debt Portfolio's Motion to Withdraw and response in opposition or stipulation to same; Review PSP's Motion; Receive memo from Mr. Conley re: discovery to CFX.	0.60 hrs	\$90.00
09/17/2014	CRC	Research regarding availability of interlocutory appeal on issue of withdrawal of deposit; Preparation of short memorandum on same; Review correspondence from D. Armeni regarding hearing on motion to withdraw; Review correspondence from M. Paasch regarding hearing dates and non-attendance; Review correspondence from B. Lynch and C. Keller regarding CFX's hearing attendance;	1.20 hrs	\$330.00
09/18/2014	AKA	Instructions to Ms. Gonzalez Re: Motion for Withdrawl; E-mails to and from other parties; Instructions to Mr. Conley Re: Stipulation for Withdrawl; telephone call to attorney for Mortgagee; Instructions to Ms. Lindsay Re: staking of property; E-mail from CFX surveyor; Review interlocutory appellate issues; Instructions to Mr. King.	1.50 hrs	\$750.00
09/18/2014	CRC	Revisions to and preparation of interrogatories to co-respondents; Review answers and affirmative defenses filed by co-respondents.	0.70 hrs	\$192.50
09/19/2014	ML	Review emails re: staking area of taking and site visit; Memo to file.	0.20 hrs	\$30.00
09/22/2014	AKA	Review various pleadings and Motions; E-mail to Mr. Rob Kelly; Telephone conference with Rob Kelly on 9/19/14; Instructions to Mr. Conley Re: response and facts.	0.80 hrs	\$400.00
09/22/2014	AKA	Review and revise multiple Requests for Production; Review and revise multiple sets of Interrogatories; Instructions to Ms. Lindsay Re: same; Review portions of legal descriptions and pleadings; Review maps and portions of appraisal.	2.00 hrs	\$1,000.00
09/22/2014	ML	Review emails and maps re: area of taking; Review legal descriptions and sketches attached to Petition; Conference with Mr. Ardaman.	0.60 hrs	\$90.00

09/22/2014	CRC	Review answers and affirmative defenses of respondents; Preparation of extensive discovery requests including interrogatories and requests for production to various co-respondents; Preparation of non-party discovery subpoena and notice of non-party subpoena; Research regarding discovery issues; Review priority summary and condemnation petition.	3.10 hrs	\$852.50
09/23/2014	AKA	Review and revise subpoena; Review and revise discovery; Instructions to Ms. Lindsay.	1.80 hrs	\$900.00
09/23/2014	ML	Review and revise Notice of Production from Non-Party; Review and revise multiple discovery requests to all other Respondents for 197 Parcels; Memo to Mr. Ardaman; Review Petition and Final Judgment After Default re: initial parties and defaulted parties; Draft Notice of Service of First Set of Interrogatories for all other Respondents.	3.00 hrs	\$450.00
09/23/2014	ML	Conference with Mr. Ardaman and Mr. Conley re: discovery to other Respondents; Upload and electronically file and Notices of Service of Interrogatories and production requests; Email and serve Interrogatories; Revise Pleading Index.	1.00 hrs	\$150.00
09/23/2014	CRC	Review correspondence to R. Kelley regarding motion to withdraw and proposed joint motion or stipulation on same; Revisions to notice of production of non-party; Revisions to interrogatories and requests for production.	0.90 hrs	\$247.50
		<del>REDACTED</del>	<del>0.40 hrs</del>	<del>\$200.00</del>
		<del>REDACTED</del>	<del>1.00 hrs</del>	<del>\$150.00</del>
		<del>REDACTED</del>		
09/24/2014	ML	Revise Subpoena for Documents from Non-Party directed to New Rochelle Holdings, LLC; Conference with Mr. Conley; Upload and electronically file Notice of Production from Non-Party; Review email notifications; Revise Pleading Index.	0.50 hrs	\$75.00
09/24/2014	CRC	Research regarding leasehold interests and priority issues; Revisions to notice of production to non-party and subpoena regarding same.	1.00 hrs	\$275.00
09/26/2014	AKA	Review emails from counsel for mortgagee re: priority and leasehold.	0.50 hrs	\$250.00
09/26/2014	ML	Review emails between Mr. Ardaman and attorney for mortgagee re: lease documents; Review file; Emails to/from Mr. Ardaman; Review Memoranda re: priority and leasehold	1.00 hrs	\$150.00

		interest.		
09/26/2014	CRC	Review correspondence from R. Kelley regarding withdrawal of deposit and document production request; Research regarding leasehold interest in condemnation actions.	0.90 hrs	\$247.50
09/29/2014	AKA	Communications with Vickie Davis Re: [REDACTED] Instructions to Mr. King and Ms. Lindsay Re: lease payments.	0.50 hrs	\$250.00
09/29/2014	AKA	Conference with Ms. Lindsay Re: lease interest and matters to be submitted to other defendants; E-mails from and to Vickie Davis; Emails to attorneys for CFX and Project Orlando	0.80 hrs	\$400.00
09/29/2014	ML	Review emails from Mr. Ardaman and Ms. Vickie Davis re: [REDACTED] [REDACTED] Review Lease documents; Email and memo to Mr. Ardaman.	0.50 hrs	\$75.00
09/30/2014	AKA	Telephone conference with appraiser and Vickie Davis Re: [REDACTED] [REDACTED] Review lease.	0.50 hrs	\$250.00
09/30/2014	CRC	Review correspondence to J. Spoonhour and S. Harris regarding retention of premises and pro-ration of lease payments; Research regarding leasehold interests and lease terms.	0.40 hrs	\$110.00
10/01/2014	AKA	Instructions to Mr. King re: lease documents.	0.40 hrs	\$200.00
10/01/2014	LDK	Review lease documents for provisions dealing with reduced rent or pro-rations. Confer with Attorney Ardaman re. status of matter.	0.40 hrs	\$90.00
10/02/2014	LDK	Review Florida Jurisprudence as to leasehold issues in condemnation cases.	0.40 hrs	\$90.00
10/03/2014	AKA	Conference with and instructions to Ms. Lindsay and Mr. King re: lease documents and priority.	0.50 hrs	\$250.00
10/03/2014	ML	Review emails re: lease documents to mortgagee, priority over mortgage and related issues; Review file and lease documents including lease given to attorney for Expressway Authority; Email to Mr. Ardaman and Mr. King.	0.50 hrs	\$75.00
10/03/2014	LDK	Confer with attorney Ardaman regarding which lease documents to provide in response to informal request by opposing party.	0.30 hrs	\$67.50
10/13/2014	AKA	Telephone conference with attorney for Project Orlando and Rochelle Holding; Instructions to Ms. Lindsay Re: service of subpoena; Instructions to Ms. Lindsay Re: lease related documents.	0.70 hrs	\$350.00
10/13/2014	ML	Review emails between Mr. Ardaman and fee	1.50 hrs	\$225.00

		owner re: lease information and related matters; Review and revise third party Subpoena to New Rochelle Holdings; Review Rules of Civil Procedure; Draft Waiver of Service of Process; Conference with Mr. Conley re: waiver and service; Memo to Mr. Ardaman.		
10/13/2014	CRC	Review correspondence from K. Bauerle regarding telephone conference for discussion of case issues; Research regarding leasehold interests and continuation of leases; Research regarding waiver of service of process issues; Review Florida Rules of Civil Procedure regarding subpoena duces tecums; Instructions to M. Lindsey regarding same.	0.90 hrs	\$247.50
10/14/2014	AKA	Instructions to Ms. Lindsay re: lease documents.	0.30 hrs	\$150.00
10/14/2014	ML	Review PSP/MRC Debt Portfolio's Request for Copies in response to proposed Subpoena to be served upon Non-Party, New Rochelle Holdings; Emails to/from Mr. Conley; Memo to file re: compliance with request for copies; Revise Pleading Index.	0.40 hrs	\$60.00
10/14/2014	ML	Review multiple emails re: lease documents; Review same; Conference with Mr. Ardaman; Prepare lease documents for delivery to CFX and Owner's attorney.	0.50 hrs	\$75.00
10/14/2014	CRC	Review correspondence to K. Bauerle with nonparty subpoena and waiver of service of process; Review waiver of service of process.	0.20 hrs	\$55.00
10/14/2014	CRC	Review request for copies; Instructions to M. Lindsey regarding same.	0.20 hrs	\$55.00
10/15/2014	AKA	Instructions to Ms. Lindsay re: lease documents.	0.20 hrs	\$100.00
10/15/2014	ML	Review multiple emails re: lease documents; Review same; Emails to/from Mr. Ardaman; Review Request for Copies served by CFX; Memo to file	0.40 hrs	\$60.00
10/15/2014	CRC	Review request for copies; Instructions to M. Lindsey regarding same.	0.10 hrs	\$27.50
10/15/2014	LDK	Assemble lease documents to be sent to opposing counsel and transmit to Mr. Ardaman.	0.30 hrs	\$67.50
10/16/2014	ML	Review RFT Trust's Request for Copies; Memo to file.	0.20 hrs	\$30.00
10/16/2014	CRC	Review request for copies; Instructions to M. Lindsey regarding same; Review correspondence from K. Bauerle regarding acceptance of service of subpoena duces tecum and signing of waiver.	0.20 hrs	\$55.00
10/17/2014	ML	Review executed Waiver of Service of Process of Non-Party Subpoena from counsel for New	1.00 hrs	\$150.00

Date	Case Type	Description	Hours	Amount
		Rochelle Holdings, LLC; Emails to/from Mr. Conley; Draft Notice of Filing Waiver of Service of Process; Electronically file and serve same; Revise Pleading Index.		
10/17/2014	ML	Review Request for Copies from RFT Trust; Memo to file; Revise Pleading Index.	0.30 hrs	\$45.00
10/17/2014	CRC	Review executed waiver of service; Research regarding waivers of service of process; Review and execute notice of filing waiver of service.	0.60 hrs	\$165.00
10/18/2014	CRC	Review pleadings; Review memorandum regarding priority issues.	0.80 hrs	\$220.00
<del>10/20/2014</del>	<del>ML</del>	<del>[REDACTED]</del>	<del>0.30 hrs</del>	<del>\$45.00</del>
<del>10/20/2014</del>	<del>CRC</del>	<del>[REDACTED]</del>	<del>1.00 hrs</del>	<del>\$275.00</del>
10/22/2014	AKA	Review draft of Motion in Opposition to Withdraw Funds for Deposit; <del>[REDACTED]</del>	0.60 hrs	\$300.00
10/22/2014	ML	Review multiple emails re: hearing on PSP/MRC Debt Portfolio's Motion to Withdraw; Review file; Email to Mr. Ardaman; Review Patriot Group's Request for Copies; Revise Pleading Index; Memo to file; Telephone Conference with Mr. Ardaman and Ms. Vickie Davis; <del>[REDACTED]</del>	0.60 hrs	\$90.00
10/22/2014	CRC	Review correspondence from R. Kelley regarding disbursement of funds; Review correspondence to R. Kelley regarding proposed joint motion/stipulation on order disbursing funds; Review request for copies from the Patriot Group; Review finalized relocation expenses summary.	0.40 hrs	\$110.00
10/23/2014	ML	Review multiple emails re: non party subpoena and lease documents to owner and mortgagee; Review file; Email to Kurt Bauerle; Email to Rob Kelley; Memo to file.	0.60 hrs	\$90.00
<del>10/23/2014</del>	<del>CRC</del>	<del>[REDACTED]</del>	<del>0.50 hrs</del>	<del>\$137.50</del>
10/24/2014	CRC	Review motion for extension of time; Review interrogatory and request for production responses; Research regarding motions to compel.	0.70 hrs	\$192.50

10/27/2014	AKA	Review emails re: request for discovery extension.	0.20 hrs	\$100.00
10/27/2014	ML	Review discovery responses from The Patriot Group; Review RFT Trust's Motion for Extension of Time; Telephone Conference with attorney's office for PSP/MRC Debt Portfolio re: extension of time to respond to discovery requests; Review email re: same; Email and memo to Mr. Ardaman and Mr. Conley; Instructions to Ms. Gonzalez.	0.80 hrs	\$120.00
10/27/2014	CRC	Review second amended answer of Project Orlando, LLC; Second amended motion for payment of taxes and second amended cross-notice of hearing; Review correspondence from D. Armeni regarding discovery extension request.	0.40 hrs	\$110.00
10/28/2014	AKA	Review Response to mortgagee's request for withdraw.	0.60 hrs	\$300.00
10/28/2014	CRC	Review correspondence from D. Armeni regarding discovery extension; Review discovery responses.	0.40 hrs	\$110.00
10/29/2014	AKA	Telephone conference with attorney for Project Orlando; Review discovery; Instructions to Ms. Lindsay.	0.50 hrs	\$250.00
10/29/2014	ML	Extended telephone conference with Mr. Ardaman and counsel for Project Orlando re: Interrogatories; Review same; Memo to file; Review pleadings and file re: outstanding discovery requests and extensions of same.	0.50 hrs	\$75.00
10/30/2014	AKA	Review discovery responses from CFX.	0.40 hrs	\$200.00
<del>10/31/2014</del>	<del>AKA</del>	<del>Instructions to Mr. Lindsay regarding</del>	<del>0.50 hrs</del>	<del>\$250.00</del>
10/31/2014	ML	Review emails and discovery responses from attorney for Project Orlando and New Rochelle; Review file and pleadings; Email to Kurt Bauerle re: enclosures; Telephone Conference with same; Memo to file.	0.60 hrs	\$90.00
11/03/2014	ML	Review documents from Project Orlando and New Rochelle in response to discovery requests and non-party subpoena; Conference with Mr. Conley; Review Lease with Project Orlando; Email and memo to Mr. King re: priority; Review multiple Requests for Copies from other parties in lawsuit regarding non-party subpoena documents.	0.80 hrs	\$120.00
11/03/2014	LDK	Review additional lease documents received and assess significance as to priority against mortgage.	0.40 hrs	\$90.00
11/04/2014	AKA	Instructions to Ms. Lindsay Re: discovery items received by Project Orlando.	0.30 hrs	\$150.00
11/04/2014	AKA	Review discovery from prior parties;	1.20 hrs	\$600.00

Date	Case Type	Description	Hours	Amount
		Instructions to Ms. Lindsay Re: Ms. Davis' contention [REDACTED] [REDACTED] Instructions to Mr. King.		
11/04/2014	AKA	Legal research Re: lease renewal vs. novation and other matters; Instructions to Mr. King and Mr. Conley.	1.30 hrs	\$650.00
11/04/2014	AKA	Review alleged lease in 2007; Telephone conference with Vickie Davis; Instructions to Ms. Lindsay; Legal research Re: lease renewal, authentication, and forgery.	0.40 hrs	\$200.00
11/04/2014	ML	Review emails re: priority as result of change in lease terms; Review Lease with Project Orlando; Emails to/from Ms. Vickie Davis; Review documents in response to Non Party Subpoena to New Rochelle; Draft Notices of Compliance of Request for Copies from multiple parties; Memo re: same; Upload and electronically file and serve all Notices of Compliance; Email documents in response to Requests for Copies; Review multiple emails re: lease priority and lease renewals; Review 2006 and 2007 leases; Revise Pleading Index.	2.50 hrs	\$375.00
11/04/2014	ML	Telephone Conference with Ms. Vickie Davis re: [REDACTED] Review same; Memo to file.	0.30 hrs	\$45.00
11/04/2014	CRC	Review correspondence from B. Lynch regarding extension of time; Review additional lease arrangement; Review correspondence regarding priority issue; Research regarding renewal issues and priority; Review correspondence from V. Davis regarding [REDACTED] Review and execute various certificates of compliance as to requests for copies.	1.90 hrs	\$522.50
11/04/2014	LDK	Review law regarding lease renewals and the relevance of such to priority and confer with Mr. Ardaman regarding such.	1.30 hrs	\$292.50
11/05/2014	AKA	Instructions to Ms. Lindsay Re: handwritten expert forgery and related matters.	0.60 hrs	\$300.00
11/05/2014	ML	Emails to/from Ms. Vickie Davis; Memo to Mr. Ardaman; Conference with Mr. Ardaman and Mr. Conley re: outstanding issues including new lease, termination of existing lease, and relocation assistance; Emails to/from Ms. Davis; Review Eminent Domain Manual re: lease termination and related matters regarding leasehold interests; Draft termination letter to landlord; Email to Mr. Conley.	1.30 hrs	\$195.00
11/05/2014	ML	Review multiple websites and documents regarding forensic expert, Thomas Vastrick; Memo to Mr. Ardaman.	0.80 hrs	\$120.00



11/05/2014	CRC	Research regarding rental payments, compensability of leasehold interest and unexercised renewal, and termination of leasehold interest due to condemnation; Instructions to M. Lindsey regarding rent and vacation of property letter.	1.10 hrs	\$302.50
11/06/2014	AKA	Review memo from Ms. Lindsay re: lease termination letter.	0.20 hrs	\$100.00
11/06/2014	ML	Review email from Ms. Vickie Davis re: [REDACTED] Revise lease termination letter; Memo to Mr. Ardaman.	0.50 hrs	\$75.00
11/06/2014	CRC	Research regarding lease termination; Review and revisions to lease termination correspondence; Review curriculum vitae and fee schedule for handwriting expert.	0.40 hrs	\$110.00
11/07/2014	ML	Telephone Conference with Rob Kelley's office re: additional extension to respond to discovery requests; Emails to/from same; Conference with Mr. Ardaman; Review email and letter of intent from Ms. Vickie Davis re: [REDACTED]; Email to Mr. Ardaman and Mr. Conley.	0.50 hrs	\$75.00
11/07/2014	CRC	Review correspondence from C. Boyd regarding extension of time to answer discovery; Review correspondence from V. Davis regarding [REDACTED]; Review letter of intent.	0.50 hrs	\$137.50
<del>11/10/2014</del>	<del>ML</del>	<del>[REDACTED]</del>	<del>1.00 hrs</del>	<del>\$150.00</del>
11/11/2014	AKA	Conference with Mr. Conley and Ms. Lindsay re: lease termination letter.	0.60 hrs	\$300.00
11/11/2014	ML	Revise lease termination letter; Conference with Mr. Ardaman and Mr. Conley; Emails to/from Ms. Vickie Davis.	0.60 hrs	\$90.00
11/11/2014	CRC	Review and revisions to lease termination letter.	0.20 hrs	\$55.00
<del>11/12/2014</del>	<del>ML</del>	<del>[REDACTED]</del>	<del>1.50 hrs</del>	<del>\$225.00</del>
11/14/2014	AKA	Telephone conference with appraiser Re: improvements and new cost of construction; Instructions to Ms. Lindsay Re: same; Instructions to Mr. Conley and Ms. Lindsay Re: review of documents from Mortgagees and lenders; Review pleadings.	0.80 hrs	\$400.00
11/14/2014	ML	Conference with Mr. Ardaman re: Vickie Davis' communications and meeting with Debra Reddick, forgery expert, and related matters;	1.50 hrs	\$225.00

	Review forgery expert qualifications; Review Respondents' responses to our discovery requests; Email and memo to Mr. Conley; Conference with Mr. Conley; Telephone Conference with forensic/forgery expert re: lease; Memo to file.		
11/14/2014 ML	Telephone Conferences with Ms. Vickie Davis re: [REDACTED]; Conference with Mr. Ardaman; Memo to file; Review discovery requests to and responses from multiple respondents; Review multiple emails re: same; Telephone Conference with appraiser re: replacement cost expert.	1.00 hrs	\$150.00
11/14/2014 CRC	Review response of PSP/MRC to first set of interrogatories and first request for production; Preparation of correspondence to opposing counsel regarding document production and inspection; Review correspondence from C. Keller regarding response to request for production; Review correspondence from R. Kelley regarding discovery document inspection.	0.80 hrs	\$220.00
11/17/2014 ML	Review Notice of Appearance and Email Designation Notice from Matt Simring; Email and instructions to Ms. Gonzalez; Revise Service List; Review email from attorney for Project Orlando; Review emails from Mr. Ardaman and cost estimate contractor, Al Angus; Telephone Conference with Ms. Vickie; Email to Al Angus; Review emails from Mr. Conley and Kurt Bauerle re: responsive discovery documents; Review documents; Memo to Mr. Conley.	1.50 hrs	\$225.00
11/17/2014 MT	Telephone Conference with forgery expert; Instructions to Ms. Gonzalez.	0.30 hrs	\$45.00
11/17/2014 CRC	Review correspondence from K. Bauerle regarding document production; Review notice of appearance of special counsel and notice of designation of email addresses; Review Expressway Authority rules regarding compensation for relocation.	0.40 hrs	\$110.00
11/18/2014 AKA	Review multiple discovery responses; Conference with Mr. Conley Re: needed discovery work; Review e-mails and information and estimates from Vickie Davis; [REDACTED] and also with [REDACTED] and distinguishing between [REDACTED]	1.5 hrs	\$450.00
11/18/2014 ML	Review emails and estimates from contractors	1.00 hrs	\$150.00

		for fencing and related improvements; Emails to/from Mr. Ardaman; [REDACTED]; [REDACTED]; Create chart of all expenses.		
11/18/2014	CRC	Telephone conference with D. Armeni regarding arrangements for document production.	0.10 hrs	\$27.50
11/19/2014	AKA	Conference with handwriting expert; Conference with Mr. Conley Re: strategy; Instructions to Ms. Lindsay Re: discovery and additional signatures of Vickie Davis.	1.20 hrs	\$600.00
11/19/2014	ML	Review multiple documents with Ms. Davis' signature and prepare for meeting with forensic document/forgery expert; Attend meeting with same; Conference with Mr. Ardaman; Memo to file.	2.00 hrs	\$300.00
12/03/2014	ML	Review discovery requests served upon Project Orlando by CFX for Parcels 257 and 267; Email and memo to Mr. Ardaman and Mr. Conley.	0.30 hrs	\$45.00
12/04/2014	ML	Review disc of documents from The Patriot Group, LLC; Memo re: same.	1.50 hrs	\$225.00
12/04/2014	ML	Review emails and sketches from cost expert, Al Angus.	0.20 hrs	\$30.00
12/04/2014	CRC	Review notice of service of interrogatories, interrogatories to Project Orlando, and second request for production to Project Orlando.	0.30 hrs	\$82.50
12/05/2014	AKA	E-mail from contractor; Re: building sketches; Instructions to Ms. Lindsay Re: cross field location matters and status of numerous matters.	0.60 hrs	\$300.00
12/05/2014	ML	[REDACTED] Review file; Email to Ms. Vickie Davis; Telephone Conference with same; Conference with Mr. Ardaman; Memo to file.	<sup>1.8</sup> 1.00 hrs	\$150.00
12/05/2014	CRC	Review interrogatories and request for production to Central Florida Expressway Authority.	0.30 hrs	\$82.50
12/08/2014	ML	Emails to/from Ms. Vickie re: [REDACTED]; [REDACTED]; Review receipts; Review email and replacement cost new estimates from Al Angus.	0.70 hrs	\$105.00
12/08/2014	CRC	Review correspondence from A. Angus and attachments regarding leased property sketches, buildings and site preparations.	0.40 hrs	\$110.00
12/09/2014	ML	Emails to/from Ms. Vickie Davis; Review memo from Mr. Ardaman re: original version of 2007 lease from landlord; Review file.	0.30 hrs	\$45.00

12/10/2014	ML	Review Rules of Civil Procedure re: inspection and copying of documents; Review 2007 Lease Agreement with Project Orlando, LLC; Draft Second Request for Production to same.	1.00 hrs	\$150.00
12/10/2014	CRC	Review and revisions to second request for production; Research regarding scope of examination of documents.	0.30 hrs	\$82.50
12/16/2014	AKA	Review pleadings from lender to Project Orlando; Instructions to Ms. Lindsay and Mr. Conley.	0.50 hrs	\$250.00
12/16/2014	ML	Review RFT Trust discovery requests propounded upon Project Orlando; Instructions to Ms. Gonzalez.	0.40 hrs	\$60.00
12/17/2014	AKA	Telephone conference with contractor; Review contractor's documents; Telephone call to appraiser; Instructions to Mr. King Re: pleadings and election of remedies and mutual claims; Instructions to Ms. Lindsay Re: business damage claim.	1.20 hrs	\$600.00
12/17/2014	ML	Telephone Conference with appraiser re: real estate damages and valuation and related issues; Memo to Mr. Ardaman.	0.20 hrs	\$30.00
12/17/2014	CRC	Review interrogatories, requests for admission, and request to produce propounded by RFT Trust upon Project Orlando, LLC.	0.30 hrs	\$82.50
12/18/2014	AKA	Legal research Re: election of remedies, applicability and potential amendment of pleadings.	0.90 hrs	\$450.00
<del>12/19/2014</del>	<del>ML</del>	<del>_____</del> <del>_____</del> <del>_____</del>	<del>0.30 hrs</del>	<del>\$45.00</del>
12/23/2014	LDK	Review statute, case law, and IRS opinions as to tax status of various categories of awards in eminent domain and advise Mr. Ardaman.	2.10 hrs	\$472.50
01/05/2015	AKA	Review Response to Request for Produce and Notice of Service of Interrogatories; Instructions to Ms. Lindsay and Mr. Conley.	0.40 hrs	\$200.00
01/05/2015	CRC	Review Project Orlando's response to Petitioner's interrogatories and request for production.	0.40 hrs	\$110.00
01/06/2015	ML	Emails to/from attorney for Project Orlando re: Answers to CFX Interrogatories; Review Answers; Memo re: same.	0.30 hrs	\$45.00
01/07/2015	CRC	Review petitioner's response to Project Orlando's request for production.	0.30 hrs	\$82.50
01/08/2015	ML	Review Project Orlando's Answers to CFX Interrogatories; Review CFX Response to Project Orlando's Request for Production; Instructions to Ms. Gonzalez.	0.40 hrs	\$60.00
01/09/2015	AKA	Interrogatories Answers from parties;	0.50 hrs	\$250.00

01/09/2015	ML	Instructions to Ms. Lindsay Re: same. Review CFX Answers to Project Orlando's Interrogatories; Review Stipulated Final Judgment for Kager Farm; Emails re: same.	0.60 hrs	\$90.00
01/09/2015	CRC	Review Expressway Authority's Answers to Interrogatories of Project Orlando, LLC; Review stipulated final judgment as to respondents A. Kager and A. Kager, Jr.; Review admissions, interrogatories, and request for production propounded by RFT Trust upon The Patriot Group; Review discovery propounded by RFT Trust.	0.70 hrs	\$192.50
01/15/2015	CRC	Review stipulated final judgment; Review discovery requests.	0.40 hrs	\$110.00
01/20/2015	AKA	Review memo from Ms. Lindsay re: depositions and communications with Kurt Bauerle.	0.40 hrs	\$200.00
01/20/2015	ML	Review Notice of Service of Project Orlando's Answers to RFT's Interrogatories; Review Response to Request for Admissions; Review email from Mr. Conley re: Answers; Emails to/from Kurt Bauerle; Review Notice of Taking Deposition of CFX engineer, Glen Pressimone; Review email from Mr. Conley re: attendance at same; Telephone Conference with Kurt Bauerle; Email and memo to Mr. Ardaman and Mr. Conley.	1.00 hrs	\$150.00
01/20/2015	ML	Review Stipulated Final Judgment as to Alfred Kager; Review multiple discovery requests propounded by RFT Trust to The Patriot Group and PSP/MRC Debt Portfolio; Memo re: same.	0.60 hrs	\$90.00
01/20/2015	CRC	Review notice of service of answers to interrogatories from Project Orlando to RFT Trust, review response of Project Orlando to RFT Trust's first request for admissions; Review answers to interrogatories; Review notices of taking deposition.	0.40 hrs	\$110.00
01/21/2015	ML	Review Project Orlando's Response to RFT's Request for Admissions and Answers to Interrogatories; Instructions to Ms. Gonzalez; Emails to/from Kurt Bauerle; Revise Pleading Index.	0.50 hrs	\$75.00
01/21/2015	CRC	Review notice of taking deposition of C. Lee; Review documents responsive to discovery requests.	0.40 hrs	\$110.00
01/27/2015	CRC	Review discovery responses.	0.20 hrs	\$55.00
01/28/2015	CRC	Review order directing payment of taxes and filing of certificate of service regarding same; Review joint motion for entry of stipulated order of taking and orders of taking as to	0.40 hrs	\$110.00

		parcels 257 and 267. .		
01/29/2015	CRC	Review notices of taking deposition.	0.20 hrs	\$55.00
02/02/2015	ML	Telephone Conferences with attorney's office for The Patriot Group re: discovery responses from Project Orlando, PSP/MRC and RFT Trust; Review file and pleadings; Emails to/from Lori Spangler.	1.00 hrs	\$150.00
02/03/2015	ML	Review multiple Requests for Copies from The Patriot Group; Review file and pleadings; Emails to/from Mr. Conley,	0.80 hrs	\$120.00
02/03/2015	CRC	Review multiple requests for copies from the Patriot Group; Instructions to M. Lindsey regarding responses to same.	0.20 hrs	\$55.00
02/06/2015	ML	Review discovery responses; Instructions to Ms. Gonzalez.	0.30 hrs	\$45.00
02/06/2015	CRC	Review response to request to produce; Review notice of compliance; Preparation of correspondence to D. Armeni regarding discovery responses.	0.50 hrs	\$137.50
02/09/2015	CRC	Review file materials and motion for extension of time; Review documents responsive to Davis' first request for production; Instructions to M. Lindsey regarding responses to requests for copies; Review motion for rehearing on order of taking.	0.60 hrs	\$165.00
02/10/2015	ML	Review memo from Mr. Conley re: Requests for Copies and documents to other parties; Review discovery documents.	0.50 hrs	\$75.00
02/10/2015	ML	Review memo from Mr. Conley re: discovery requests, responses and requests for copies; Review pleadings; Draft emails to counsel for The Patriot Group, PSP/MRC Debt Portfolio, and RFT Trust; Review prior emails to counsel for The Patriot Group re: documents produced by Project Orlando; Draft Notice of Compliance; Upload and electronically file and serve same; Revise Pleading Index; Review notice regarding e-service; Revise Service List to remove counsel for Alfred Kager.	1.50 hrs	\$225.00
02/10/2015	CRC	Review and execute notice of compliance with request for copies; Review election by Z. Broome to be removed from service list.	0.10 hrs	\$27.50
02/11/2015	AKA	Review pleadings and notice from CFX; Instructions to Mr. Conley and Ms. Lindsay.	0.40 hrs	\$200.00
02/11/2015	ML	Review and revise emails to counsel for other Respondents re: discovery documents; Review file re: previously produced documents; Email and memo to Mr. Conley.	0.50 hrs	\$75.00
02/11/2015	CRC	Review correspondence from B. Lynch to Judge Thorpe, proposed order denying	0.60 hrs	\$165.00

		rehearing, and motion for rehearing; Review and revisions to correspondence regarding discovery; Review amended notice of deposit and notices of deposit for the parcels; Review correspondence from C. Keller regarding discovery responses.		
02/12/2015	ML	Review multiple emails re: documents in response to multiple discovery requests from other Respondents; Review email from Mr. Conley; Memo to file.	0.40 hrs	\$60.00
02/12/2015	CRC	Preparation of correspondence to R. Kelley regarding discovery; Preparation of correspondence to M. Simring regarding discovery; Telephone conference with D. Armeni regarding discovery; Review correspondence from R. Kelley regarding production of documents; Review correspondence from M. Simring regarding discovery issues.	0.50 hrs	\$137.50
02/13/2015	ML	Review email from counsel for RFT Trust re: discovery response; Review Notices of Deposit; Instructions to Ms. Gonzalez.	0.40 hrs	\$60.00
02/13/2015	ML	Conference with Mr. Conley re: public disclosure requirement under Chapter 286, Florida Statutes; Review requirement and Vickie Davis' d/b/a entity information; View Division of Corporations website.	0.40 hrs	\$60.00
02/13/2015	CRC	Research regarding section 286.23, Florida Statutes, regarding disclosure of beneficial interests; Review Florida Attorney General Opinions regarding same; Preparation of short memorandum regarding same.	0.60 hrs	\$165.00
02/16/2015	CRC	Review response to request for admissions, answer to interrogatories, and response to request to produce by PSP/MRC to RFT Trust.	0.30 hrs	\$82.50
02/20/2015	ML	Review discovery responses from PSP/MRC Debt Portfolio propounded by RFT Trust; Review email from Mr. Conley re: request for copies; Draft Request for Copies.	0.50 hrs	\$75.00
02/23/2015	CRC	Review response to request to produce, response to request for admissions, and notice of service of answers to interrogatories from the Patriot Group from RFT Trust; Instructions to M. Lindsey regarding same.	0.40 hrs	\$110.00
02/24/2015	CRC	Review interrogatory responses and response to requests for admissions propounded on the Patriot Group.	0.30 hrs	\$82.50
02/26/2015	CRC	Review notice of appeal of order of taking and exhibits.	0.20 hrs	\$55.00
02/27/2015	ML	Review Project Orlando's Notice of Appeal of Order of Taking for Parcel 267; Instructions to	0.20 hrs	\$30.00

03/03/2015	ML	Ms. Gonzalez. Review Patriot Group's responses to RFT's discovery requests; Instructions to Ms. Gonzalez.	0.50 hrs	\$75.00
03/04/2015	ML	Review DCA's Acknowledgement of Project Orlando's appeal regarding order of taking for Parcel 267.	0.10 hrs	\$15.00
03/09/2015	CRC	Review motion for case management conference.	0.20 hrs	\$55.00
03/10/2015	CRC	Review correspondence from B. Lynch regarding coordination of case management conference.	0.20 hrs	\$55.00
03/12/2015	CRC	Review unopposed motion for extension of time to file brief.	0.20 hrs	\$55.00
03/18/2015	CRC	Review unopposed motion to correct case style.	0.10 hrs	\$27.50
03/24/2015	CRC	Review proposed case management order; Instructions to M. Lindsey regarding same; Preparation of correspondence to J. Spoonhour regarding same.	0.30 hrs	\$82.50
03/27/2015	CRC	Preparation of correspondence to J. Spoonhour regarding proposed case management order; Review correspondence from J. Spoonhour regarding same; Telephone conference with D. Armeeni regarding pending discovery; Review file materials; Telephone conference with K. Baurle regarding case management order proposal.	0.60 hrs	\$165.00
03/30/2015	AKA	E-mail and communications from property owners' attorney and Expressway Authority's attorney; Conference with Mr. Conley Re: same; Instructions to Ms. Lindsay.	0.50 hrs	\$250.00
03/30/2015	CRC	Telephone conference with K. Baurle regarding case management order.	0.20 hrs	\$55.00
04/02/2015	AKA	Telephone conference with appraiser Re: strategy and numbers; Instructions to Ms. Lindsay Re: outline for discussion with attorney for property owner; Telephone conference with Charles Cawthra Re: [REDACTED] personal property; Instructions to Ms. Lindsay Re: acquisition; Memo to file; Review portions of file.	<del>1.20 hrs</del> 1.0 hrs	\$600.00
04/02/2015	AKA	Telephone conference with appraiser and personal property expert; Instructions to Mr. Conley Re: original of claim lease by property owner and related matters; Review portions of pleadings and schedule.	1.50 hrs	\$750.00
04/02/2015	ML	Extended telephone conference with Mr. Ardaman and appraiser; Telephone Conference with equipment and fixtures expert; Review file; Email to Ms. Vickie Davis.	1.50 hrs	\$225.00



04/06/2015	AKA	Telephone conference with attorney for Expressway Authority Jim Spoonhour Re: extension on business damage claim, lease interest, acreage for parcel 197 and additional subparcel; Instructions to Ms. Lindsay; Review pleadings; Instructions to Ms. Lindsay Re: communications with Vickie Davis as well as Charles Cawthra; Review portions of appraiser.	1.20 hrs	\$600.00
04/06/2015	ML	Draft Second Request to Produce to Project Orlando re: original 2007 lease; Prepare Exhibit to same; Emails to/from Ms. Vickie Davis; Review file and cost estimates prepared by Al Angus; Emails to equipment and fixture appraiser; Telephone Conference with Ms. Davis; Revise Second Request to Produce; Upload and electronically file and serve same. Revise Pleading Index.	1.20 hrs	\$180.00
04/06/2015	CRC	Review initial brief and appendix to same;	0.60 hrs	\$165.00
04/07/2015	AKA	Conference with Ms. Lindsay and Mr. Conley Re: preparation for conference call with property owner's attorney.	0.60 hrs	\$300.00
04/07/2015	CRC	Review correspondence from K. Bauerle regarding planning issues, case management order, and request for production.	0.30 hrs	\$82.50
04/09/2015	AKA	Emails and instructions to Ms. Lindsay re: discovery requests.	0.20 hrs	\$100.00
04/09/2015	ML	Emails to/from Mr. Ardaman re: discovery request regarding lease with Project Orlando; Review file.	0.20 hrs	\$30.00
04/09/2015	CRC	Review previous discovery requests; Review voicemail transcription from Crystal with R. Kelley's office regarding document production; Review documents produced by Project Orlando; Review correspondence from K. Baurle regarding telephone conference; Preparation of correspondence to M. Baurle regarding telephone conference.	0.60 hrs	\$165.00
04/10/2015	ML	Review emails re: additional discovery request to Project Orlando re: documents relating to lease with Project Orlando; Memo to file; Emails to/from Mr. Ardaman re: case law on relocation costs and business damages; Review System Components case; Email re: same; Review additional emails.	0.70 hrs	\$105.00
04/13/2015	AKA	Telephone conference with appraiser Re: real estate <del>claim</del> claim and fees and costs; Instructions to Ms. Lindsay Re: discovery; Review draft case management order by CFX attorneys; Telephone conference with attorney for Project Orlando; Instructions to Ms. Lindsay Re: communication with Vickie	1.0 hrs	\$1,000.00

04/13/2015 CRC	<p>Davis; Telephone conference with and e-mail to Vickie Davis; Instructions to Mr. Conley and Mr. King Re: successive automatic renewals; Review prior e-mails Re: same.</p> <p>Preparation of correspondence to M. Simring regarding discovery; [REDACTED] amendment claim; [REDACTED] lease agreement with New Rochelle Holdings; Preparation of correspondence to K. Baurle regarding conference call; [REDACTED]</p> <p>[REDACTED]; Telephone conference with M. Bauerle and K. Ardaman regarding strategy and various claims; Instructions to L. King regarding viability of claim; Research regarding leasehold interests and unilateral right of termination; Review correspondence from J. Spoonhour regarding accumulated attorneys' fees and expert fees.</p>	<p>1.5</p> <p>2.7 hrs</p>	\$632.50
04/14/2015 AKA	E-mail from Vickie Davis; Instructions to Mr. Conley and Ms. Lindsay Re: documents to be provided to Expressway Authority.	0.60 hrs	\$300.00
04/14/2015 CRC	Review lease and amendment to lease documents and insurance declarations page; Discussions with M. Lindsey regarding same.	0.40 hrs	\$110.00
04/15/2015 AKA	E-mails from and to Ms. Davis Re: [REDACTED]; Telephone conference with attorney for Project Orlando; Conference with Mr. Conley Re: strategy and case management order request by CFX attorney.	0.60 hrs	\$300.00
04/15/2015 ML	Review Request for Production to Vickie Davis from CFX; Emails re: same; Revise Pleading Index.	0.50 hrs	\$75.00
04/15/2015 CRC	Review file materials; Review lease agreement and amendment to lease agreement; Review correspondence from V. Davis regarding [REDACTED]; Review correspondence from D. Reddick regarding clarification and potential double payment issue; Review and revisions and preparation of redline of proposed agreed case management order; Telephone conference with K. Bauerle and K. Ardaman regarding proposed case management order and further handling; Review request for production from CFX directed to Davis; Review documents produced by PSP/MRC.	1.60 hrs	\$440.00
04/16/2015 LDK	Review law regarding compensation for leaseholds in condemnation proceedings, and the degree to which lease renewals or options to renew are compensable. Prepare legal	1.50 hrs	\$337.50

		memorandum on the subject.		
04/17/2015	AKA	E-mails from CFX attorney; Instructions to Ms. Lindsay and Mr. Conley; E-mail to CFX attorney and Pjorect Orlando attorney; Review portions of file.	0.60 hrs	\$300.00
04/17/2015	AKA	Further e-mails to and from attorney for CFX; Review and revise proposed order; Conference with Mr. Conley.	0.50 hrs	\$250.00
04/17/2015	AKA	Additional e-mails from attorney for CFX; Instructions to Ms. Lindsay and Mr. Conley Re: strategy, timing and proposed order.	0.60 hrs	\$300.00
04/17/2015	CRC	Research regarding bifurcation; Review correspondence from J. Spoonhour and K. Bauerle regarding case management and scheduling; Review notice of hearing; Review correspondence from J. Spoonhour and K. Bauerle regarding bifurcation and hearing dates; Research regarding compensability of leasehold interests; Review proposed agreed order and stipulation on pretrial order and bifurcation; Review memorandum regarding compensability of leasehold interest; Review motions to set jury trial.	1.90 hrs	\$522.50
04/17/2015	LDK	Research effects of lessor's right to terminate lease on lessee's right to participate in condemnation proceedings, and draft legal memorandum. Confer with Mr. Conley on the subject.	1.40 hrs	\$315.00
04/20/2015	ML	Review Memorandum regarding lessee compensability issues; Review multiple emails on business damage claim, bifurcation and hearing on same.	0.20 hrs	\$30.00
04/20/2015	CRC	Research regarding compensability of leasehold interests; Preparation of memorandum to opposing counsel regarding compensability of leasehold renewals; Review previous memorandum regarding same; Review correspondence from K. Bauerle and J. Spoonhour regarding hearing time for case management conference; Review correspondence from J. Spoonhour regarding hearing time updates; Review amended notice of hearing; Review discovery responses; Instructions to M. Lindsey regarding discovery issues and lease termination.	2.70 hrs	\$742.50
04/21/2015	AKA	Review Request to Produce from CFX; Instructions to Ms. Lindsay.	0.50 hrs	\$250.00
04/21/2015	AKA	Conference with Mr. Conley Re: legal research regarding right to lessee compensation for automatic renewals; Review research Re: same.	1.00 hrs	\$500.00
04/21/2015	AKA	Review Motions for hearings on setting trial;	0.60 hrs	\$300.00

04/21/2015	ML	Instructions to Ms. Lindsay Re: communications with Vickie Davis. Review email re: discovery response; Conference with Mr. Conley re: lease termination letter to New Rochelle; Review prior emails and lease termination sent to Ms. Davis; Telephone Conference with Ms. Davis; Email and memo to Mr. Ardaman and Mr. Conley.	0.50 hrs	\$75.00
04/21/2015	ML	Review documents from PSP/MRC Debt Portfolio in response to Request for Production; Emails to/from counsel for The Patriot Group re: Request for Copies; Draft Notice of Compliance; Upload and electronically file and serve same; Conference with Mr. Conley; Revise Pleading Index; Review Motions to Set Trial and Amended Notice of Hearing on same; Email to Ms. Gonzalez; Revise Pleading Index.	1.60 hrs	\$240.00
04/21/2015	CRC	Review and revisions to memorandum to K. Bauerle; Discussions with K. Ardaman and M. Lindsey regarding strategy and further claim handling; Instructions to M. Lindsey regarding follow-up with client regarding [REDACTED]; [REDACTED]; Review correspondence to C. Keller regarding request for copies; Review and finalize certificate of compliance for PSP's request for copies; Review documents produced by PSP; Review answer brief of CFX.	2.40 hrs	\$660.00
04/22/2015	ML	Review Request for Production from CFX; Review file; Draft Response; Email and memo to Mr. Conley.	1.00 hrs	\$150.00
04/25/2015	CRC	Review interrogatories and second interrogatories propounded on V. Davis; Review notices of service; Instructions to M. Lindsey regarding same.	0.40 hrs	\$110.00
04/27/2015	ML	Review Notices of Service and Interrogatories propounded upon Project Orlando and Vickie Davis by CFX; Review file; Memo to same; Create new Pleadings folder and index; Emails to/from CFX's Brendan Lynch.	0.70 hrs	\$105.00
04/27/2015	CRC	Preparation of responses and objections to request for production; Review correspondence from B. Lynch regarding interrogatories; Research regarding business damages and requirements for establishment of a business; Review correspondence to K. Bauerle regarding authority for position on real estate entitlement;	1.20 hrs	\$330.00
04/28/2015	ML	Review Interrogatories from CFX; Emails to/from Brendan Lynch; Review file; Draft Answers; Emails to/from Mr. Ardaman re: documents needed from Vickie Davis; Email to	1.50 hrs	\$225.00

04/28/2015	CRC	Ms. Davis; Email to Mr. Conley. Review correspondence from B. Lynch regarding cancellation of hearing and new hearing availability; Preparation of response and objections to response to CFX's first request for production; Research regarding work product doctrine protection; Review correspondence from K. Bauerle regarding scheduling issues; Review portions of proposed response to first interrogatories propounded upon Davis.	1.20 hrs	\$330.00
04/29/2015	AKA	Review emails from Ms. Lindsay and instructions to same re: hearing and trial.	0.30 hrs	\$150.00
04/29/2015	ML	Review multiple emails re: hearing on setting real estate <del>and business damage</del> claims for trial; Conference with Mr. Conley; Review Notice of Cancellation of 5/18 Hearing and Notices of Hearing for 5/4 and 5/5 hearings; Emails to/from Mr. Ardaman; Review Mr. Conley's email to Brendan Lynch re: availability.	<del>0.50 hrs</del> 1.4	\$75.00
04/29/2015	CRC	Review documents produced by CFX and property owner; Review interrogatories; Review telephone message from B. Lynch; Preparation of correspondence to B. Lynch regarding availability; Review correspondence from B. Lynch regarding availability for hearing to set trial date; Review correspondence from K. Bauerle regarding availability for hearing; Review notices of hearing and notice of cancellation of hearing; Review and revisions to joint stipulation on bifurcation; Instructions to S. Gonzalez regarding hearings and cancellations of same;	1.50 hrs	\$412.50
04/30/2015	AKA	Review memo from Ms. Lindsay re: discovery and responses.	0.30 hrs	\$150.00
05/01/2015	ML	Review file and prior emails to equipment and fixture expert; Conference with Mr. Ardaman; Email to Charles Cawthra.	0.20 hrs	\$30.00
05/04/2015	AKA	Instructions to Ms. Lindsay Re: additional documentation and discovery related to request from Expressway Authority; Review calendar, pleadings and status with respect to work effort and trial and Motions for setting trial <del>for</del> for valuation <del>and for setting trial</del> . Attend hearings on Expressway Authority's Motion to Set Trial for Valuation <del>and for setting trial</del> <del>for</del> <del>valuation</del> . Instructions to Ms. Lindsay.	<del>2.20 hrs</del> 1.0	\$1,100.00
05/06/2015	AKA	Conference with and instructions to Ms. Lindsay re: documents from Vickie Davis.	0.20 hrs	\$100.00
05/06/2015	ML	Review Project Orlando's Response to Second	0.50 hrs	\$75.00

		Request for Production; Review production request; Email and memo to Mr. Ardaman and Mr. Conley.		
05/06/2015	ML	Conference with Mr. Ardaman re: documents and response from Vickie Davis; Review file and prior emails; Email to Ms. Davis.	0.20 hrs	\$30.00
05/07/2015	ML	Email to Ms. Vickie Davis; Conference with Mr. Ardaman.	0.10 hrs	\$15.00
05/07/2015	ML	Conference with Mr. Ardaman re: documents and response from Ms. Davis; Email to Ms. Davis.	0.20 hrs	\$30.00
05/08/2015	AKA	Telephone conference with Vickie Davis Re: [REDACTED]; Instructions to Ms. Lindsay Re: Vickie Davis communications with Expressway Authority.	0.80 hrs	\$400.00
05/08/2015	ML	Telephone Conference with Mr. Ardaman and Ms. Vickie Davis; Memo to file.	0.30 hrs	\$45.00
05/11/2015	CRC	Review correspondence to V. Davis regarding [REDACTED]; Review response to request for production regarding inspection of original lease; Review amended order on bifurcation.	0.40 hrs	\$110.00
05/12/2015	AKA	Telephone conference with Vickie Davis Re: [REDACTED]; Authority representative concerning itemization and outstanding discovery; Instructions to Ms. Lindsay; Instructions to Mr. Conley.	0.80 hrs	\$400.00
05/12/2015	AKA	Review Response to Request to Produce; Instructions to Ms. Gonzalez.	0.30 hrs	\$150.00
05/12/2015	CRC	[REDACTED]; Review motion for attorneys' fees, request for oral argument, and reply brief of Project Orlando; Preparation of correspondence to V. Davis regarding [REDACTED]; Telephone conference with V. Davis and K. Ardaman regarding [REDACTED]; Preparation of letter for V. Davis [REDACTED]	1.60 hrs (1.0)	\$440.00
05/13/2015	ML	Review emails re: Project Orlando's Response to Second Request for Production and coordination with counsel for same to review documents; Review email from Ms. Davis [REDACTED]; [REDACTED]; Review documents.	0.50 hrs	\$75.00
05/14/2015	AKA	Telephone conferences with Vickie Davis;	0.80 hrs	\$400.00

		E-mail to and from Vickie Davis; Instructions to Ms. Lindsay and Mr. Conley Re: response to discovery.		
05/14/2015	ML	Review email re: discovery response to CFX; Review and revise same; Email and memo to Mr. Conley; Review emails and multiple documents from Ms. Davis; Memo to file.	1.20 hrs	\$180.00
05/14/2015	ML	<del>Review and revise same; Email and memo to Mr. Conley; Review emails and multiple documents from Ms. Davis; Memo to file.</del>	<del>0.50 hrs</del>	<del>\$75.00</del>
05/14/2015	CRC	Review and revisions to request for production response; Telephone conference with K. Ardaman and V. Davis regarding [REDACTED]; Review correspondence from V. Davis regarding [REDACTED]; Review documents produced by V. Davis for response to request for production.	0.70 hrs	\$192.50
05/15/2015	AKA	Review proposed discovery responses and documents from Vickie Davis; Instructions to Ms. Lindsay; Review offer of judgment; Instructions to Mr. Conley Re: same; Review Request for Production of Documents and other matters in response thereto.	2.00 hrs	\$1,000.00
05/15/2015	AKA	Review Request to Produce; Review and revise Response to Request to Produce; Instructions to Ms. Lindsay; Review additional discovery request and Offer of Judgment; Instructions to Mr. Conley Re: same.	1.40 hrs	\$700.00
05/15/2015	ML	Review multiple emails re: documents responsive to request for production; Revise Response to CFX Request for Production; Memo to Mr. Ardaman; Instructions to Ms. Gonzalez re: inspection of Project Orlando document in response to request for production and coordination with forensic document expert; Revise Response to RFP; Upload and electronically file and serve same; Revise Pleading Index.	1.00 hrs	\$150.00
05/16/2015	CRC	Review correspondence to V. Davis regarding [REDACTED]	0.10 hrs	\$27.50
05/18/2015	CRC	Review [REDACTED] regarding the Oklahoma [REDACTED] of 1979; Review correspondence from V. Davis with enclosures [REDACTED]; Review pretrial order and trial order for valuation; Review pretrial and trial order for business damages; Review order on motions in limine; Preparation of proposed correspondence to V. Davis regarding [REDACTED]	1.5 hrs	\$495.00

05/19/2015	ML	<p>[REDACTED] Review offer of judgment statute and costs statute; Review offer of judgment; [REDACTED] instructions to Ms. Lindsay regarding relocation reimbursement and relocation assistance; Review correspondence from J. Spoonhour regarding proposed case management orders.</p> <p>[REDACTED] to Deborah [REDACTED]; Review email from attorney for CFX re: review of documents in response to production request.</p>	0.20 hrs	\$30.00
05/20/2015	AKA	Review portions of Charles Cawthra report; Instructions to Ms. Lindsay.	0.40 hrs	\$200.00
05/20/2015	CRC	<p>[REDACTED] regarding federal relocation program on [REDACTED] indicate double measure. Instructions to [REDACTED] regarding [REDACTED] relocation claim; Review relocation assistance [REDACTED]</p>	<del>1.00 hrs</del>	<del>\$440.00</del>
05/21/2015	ML	Review email and lease documents from attorney for Project Orlando; Review file; Emails to/from Mr. Ardaman.	0.60 hrs	\$90.00
05/21/2015	CRC	Review correspondence from K. Bauerle regarding document production response; Review attached original copies of various leases; Review portions of relocation assistance packet; Review offer of judgment.	0.40 hrs	\$110.00
05/22/2015	AKA	Review discovery responses; Instructions to Mr. Conley and Ms. Lindsay.	0.40 hrs	\$200.00
05/22/2015	ML	Review multiple emails re: production of documents and Answers to Interrogatories; Emails to/from Ms. Vickie Davis; Review file and all documents to be produced; Revise Answers to Interrogatories; Review emails from Spoonhour re: document production review and deposition of Vickie Davis; Memo to Mr. Ardaman.	2.00 hrs	\$300.00
05/26/2015	AKA	Review discovery request with respect to Request to Produce and Interrogatories; Review rules; Review various definitions; Conference with Mr. Conley and Ms. Lindsay Re: responses and objections; Communications from Vickie Davis; Telephone call with appraiser; Telephone call to equipment expert Charles Cawthra; Instructions to Ms. Gonzalez Re: communications with experts; Review various reports and statutory provisions.	1.40 hrs	\$700.00
05/26/2015	AKA	Telephone conference with Charles Cawthra.	0.20 hrs	\$100.00
05/26/2015	AKA	Review Answers to Interrogatories; Instructions to Ms. Lindsay; Review documents to be produced to and discovery responses.	0.80 hrs	\$400.00
05/26/2015	ML	Conference with Mr. Ardaman and Mr. Conley	2.00 hrs	\$300.00



	re: discovery responses and production of documents; Telephone Conference with appraiser re: Cawthra's report on moving personal property and CFX's Offer of Judgment; Telephone call and message to Charles Cawthra; Emails to/from Rick Dreggors; Prepare documents for production to CFX; Emails re: Answers to Interrogatories; Revise same; Emails to/from and conference with Ms. Vickie Davis.		
05/26/2015 ML	Conference with Ms. Davis re: documents in response to CFX production and request and Answers to Interrogatories; Comply documents; Prepare CD; Emails to/from CFX; Upload and electronically file and serve discovery response; Revise Pleading Index.	1.50 hrs	\$225.00
05/26/2015 CRC	Preparation of interrogatory responses and objections; Review public records privilege for eminent domain business records; Review documents responsive to request for production; Instructions to M. Lindsey regarding discovery responses; Research regarding business damage issues; Review interrogatory responses of Project Orlando in response to Petitioner's request; Review correspondence from B. Lynch regarding document production; Review notice of service; Review correspondence from K. Bauerle regarding document inspection; Instructions to M. Lindsey regarding same.	2.20 hrs	\$605.00
05/27/2015 AKA	Instructions to Ms. Lindsay and Ms. Gonzalez Re: discovery and inspection of records.	0.30 hrs	\$150.00
05/27/2015 AKA	Communications with attorney for Project Orlando.	0.30 hrs	\$150.00
05/27/2015 AKA	Conference with Charles Cawthra, Allen Angus, Ms. Lindsay and Richard Dreggors Re: <del>business damage</del> , offer of judgment; Instructions to Ms. Lindsay; Instructions to Richard Dreggors Re: valuation issues and strategy; Conference with Mr. Conley Re: same.	1.60 hrs (16)	\$500.00
05/27/2015 ML	Conference with Mr. Ardaman and Mr. Conley re: strategy and action items; Review file; Prepare for and attend meeting and telephone conference with experts; Memo to file re: action items.	1.50 hrs	\$225.00
05/27/2015 CRC	Review correspondence from K. Bauerle regarding coordination of document review and inspection; <del>Review information submitted</del> <del>materials; Review correspondence from B.</del> <del>re: discovery regarding valuation information</del> <del>and appeal; Discussion with K. Ardaman and</del>	0.9 hrs (5)	\$247.50

05/28/2015	ML	M. Lindsey regarding strategy and further handling. Review notes from meetings and conference calls; Email to Ms. Vickie Davis re: [REDACTED] documents from Debra Reddick reflecting payments made from [REDACTED] [REDACTED] Memo re: same.	<del>0.70</del> hrs 0.2	\$105.00
05/28/2015	CRC	[REDACTED] Review documents produced in response to discovery requests; Review correspondence from B. Reddick regarding compensation paid to date and [REDACTED] regarding same.	<del>1.00</del> hrs 1.0	\$440.00
05/29/2015	ML	Review emails re: improvements made by Ms. Davis at subject property; Review file; Email to appraiser.	0.20 hrs	\$30.00
05/29/2015	CRC	Research regarding administrative res judicata, identities of cause of action, and collateral estoppel.	0.80 hrs	\$220.00
06/01/2015	AKA	[REDACTED] Telephone conference with appraiser Re: multiple issues; Instructions to Ms. Lindsay; Legal research Re: subjective v. objective valuation of lease hold interest; Instructions to Ms. Lindsay Re: multiple cases; Instructions to Ms. Lindsay Re: needed additional discovery related to agricultural exemption and other matters.	<del>2.00</del> hrs 1.6	\$1,000.00
06/01/2015	ML	Extended telephone Conference with Mr. Ardaman, [REDACTED] and appraiser re: damages and valuation; Conference with Mr. Ardaman and Mr. Conley re: strategy and action items; Review Leases and other documents.	<del>1.50</del> hrs 1.0	\$225.00
06/01/2015	CRC	Review proposed case management orders and uniform orders entered by court; Review correspondence from B. Lynch regarding same.	0.40 hrs	\$110.00
06/02/2015	ML	Review Property Appraiser and Tax Collector websites re: agricultural classification, taking and remainder; Emails to/from Ms. Vickie Davis re: [REDACTED]; Review Pleadings re: estimate of value/good faith deposit and amounts; Review Petition and Stipulated Order of Taking; Memo re: same.	1.20 hrs	\$180.00
06/03/2015	ML	Review prior production requests to Project Orlando re: agricultural classification records and documents; Review same; Memo to Mr. Ardaman.	1.00 hrs	\$150.00
06/03/2015	LDK	Legal research regarding valuation of leasehold interest.	1.90 hrs	\$427.50

06/04/2015	AKA	Telephone conference with handwriting expert; Conference with Ms. Lindsay Re: prior findings and outstanding issues and questions; Meeting with handwriting expert; Conference with attorney for Project Orlando, Kurt Bauerle; Memo to file; Review Allen Angus' report and Vickie Davis' summary of improvements; Instructions to Ms. Lindsay.	2.20 hrs	\$1,100.00
06/04/2015	ML	Review emails re: meeting with forgery expert to inspect Vickie Davis original signature; Review file and documents previously reviewed by forgery expert; Travel to/from and attend meeting regarding same; Review notes; Memorandum to file.	2.00 hrs	\$300.00
06/04/2015	ML	Review Replacement Cost New estimates from Al Angus; Review emails re: improvements constructed and/or repaired by Ms. Davis; Telephone Conference with same; Memo to file re: needed information.	1.20 hrs	\$180.00
06/04/2015	LDK	Legal research regarding valuation of leasehold interest. <del>_____</del> <del>_____ and research law related to _____</del>	2.3 hrs	\$517.50
06/05/2015	AKA	Review legal research Re: Expressway's Offer of Judgment inclusive of more than just business damages; Review communications with Vickie Davis with Ms. Lindsay Re: <del>_____</del>	0.60 hrs	\$300.00
06/05/2015	ML	Review memo on leasehold interest and valuation of same.	0.20 hrs	\$30.00
06/05/2015	LDK	Legal research regarding valuation of leasehold interest.	0.60 hrs	\$135.00
06/10/2015	CRC	Review correspondence from B. Lynch regarding proposed case management reports.	0.20 hrs	\$55.00
06/11/2015	ML	Conference with Ms. Vickie Davis re: <del>_____</del> ; Review maps and drawings; Review spreadsheets and receipts; Email and memo to Mr. Ardaman and Mr. Conley; Multiple emails re: Offer of Judgment, additional reimbursement check from CFX and related matters.	2.00 hrs	\$300.00
06/12/2015	AKA	Review and revise proposed e-mail to Expressway Authority from Ms. Vickie Davis <del>_____</del> <del>_____</del>	0.40 hrs	\$200.00
06/12/2015	ML	Review multiple emails re: reimbursement checks from CFX for relocation expenses; Review file; Review spreadsheets from Ms. Davis re: costs of improvements and repairs; Calculate same; Memo to Mr. Ardaman; Emails	1.00 hrs	\$150.00



		Treatise; Research Florida statutory provisions regarding commercial leases.		
06/19/2015	DL	Confer with Mr. Conley regarding lease termination provisions.	0.40 hrs	\$170.00
06/22/2015	AKA	Conference with Mr. Conley Re: valuation and success of lease renewal; Further telephone conference with appraiser; Instructions to Ms. Lindsay.	0.80 hrs	\$400.00
06/22/2015	AKA	Telephone conference with appraiser Re: land, valuation, approach and issues and risks and strategy; Instructions to Ms. Lindsay.	0.70 hrs	\$350.00
06/22/2015	ML	Conference with Mr. Conley re: business damages versus valuation claim; Telephone Conference with appraiser, Rick Dreggors.	0.30 hrs	\$45.00
06/22/2015	CRC	Research regarding leasehold interests; Review leases; Review documents for potential settlement meeting; Instructions to M. Lindsey regarding same.	0.90 hrs	\$247.50
06/22/2015	CRC	<del>Research regarding business destruction</del> damages; Review summaries of claims and potential damages; Review expert reports regarding fees accrued thus far; Telephone conference with R. Dreggors regarding valuation issues and case strategy; Research regarding perpetual royalties.	2.10 hrs	\$577.50
06/23/2015	AKA	Review file in preparation for meeting with Expressway Authority attorneys; Review business damage offer; Review case law, lease extension, leases and related matters; Instructions to Ms. Lindsay Re: additional information from contractor expert Allen Angus; Review expert fees and costs.	3.00 hrs	\$1,500.00
06/23/2015	CRC	Research regarding leasehold valuation, perpetuity issues, <del>business damage</del> <del>valuation</del> <del>research</del> <del>regulations provisions</del> <del>instructions to M. Lindsey regarding same.</del>	3.4 hrs	\$1,017.50
06/24/2015	ML	<del>claim for moving costs, cease responses and</del> <del>application and</del> <del>Review summary of claim and payments.</del>	2.5 hrs	\$375.00
06/25/2015	AKA	Telephone conference with Vickie Davis Re: <del>_____</del> <del>_____</del> <del>_____</del>	1.00 hrs	\$500.00

Date	Client	Description	Hours	Amount
		Instructions to Ms. Lindsay [REDACTED] [REDACTED] with the [REDACTED] Authority? [REDACTED] agents		
06/30/2015	AKA	Telephone conference with Vickie Davis Re: [REDACTED] [REDACTED]; E-mail to Expressway Authority attorney; Conference with Mr. Conley Re: same.	0.40 hrs	\$200.00
07/06/2015	AKA	Review information from contractor; Instructions to Ms. Lindsay.	0.40 hrs	\$200.00
07/06/2015	ML	Review email and revised/new cost estimates and sketch from Al Angus; Emails to/from Mr. Ardaman; Conference with Mr. Conley re: proposed settlement to CFX; Review old cost estimate and sketch and compare differences; Memo to file.	0.80 hrs	\$120.00
07/07/2015	AKA	Review and revise proposed case management order; Telephone call from CFX attorney Re: same; Instructions to Mr. Conley Re: same.	1.20 hrs	\$600.00
07/09/2015	AKA	Review and revise CFX's proposed Case Management Order.	1.00 hrs	\$500.00
07/09/2015	ML	Review emails and Mr. Ardaman's revisions to CFX's proposed Case Management Order.	0.20 hrs	\$30.00
07/09/2015	CRC	Review amended notice of hearing.	0.10 hrs	\$27.50
07/14/2015	CRC	Research regarding owner and leasehold interest holder's rights to testify during real property valuation phase; Review order of Motion for Reconsideration of Sua Sponte Order Dispensing with Oral Argument; Revisions to proposed case management orders.	1.30 hrs	\$357.50
07/15/2015	ML	Review and revise proposed Case Management Orders; Review emails.	0.70 hrs	\$105.00
07/16/2015	CRC	Revisions and finalize proposed case management report redlines; Review correspondence from J. Spoonhour regarding same; Review correspondence from D. Fody regarding scheduling.	0.40 hrs	\$110.00
07/17/2015	CRC	Review notice of oral argument.	0.10 hrs	\$27.50
07/20/2015	CRC	Review order denying motion to reschedule oral argument.	0.20 hrs	\$55.00
07/29/2015	ML	[REDACTED] Case Management Order; Revise Expert Fees/Costs Chart; Emails to/from Mr. Ardaman; Review Agreed Order on Substitution of Counsel for RFT Trust; Revise Service List; Review multiple emails re: case management orders, revisions to same, [REDACTED] [REDACTED] and valuation trial; Memo to file.	1.00 hrs	\$150.00
07/30/2015	AKA	Review letter from CFX attorney to Judge Thorpe; Telephone conference with Ms.	0.80 hrs	\$400.00

18

Date	Initials	Description	Hours	Amount
		Lindsay and Mr. Conley Re: multiple issues for upcoming matters.		
07/30/2015	ML	Review multiple emails re: revisions to Case Management Orders; Review file; Review email re: research on leasehold interest.	0.40 hrs	\$60.00
07/30/2015	CRC	Review correspondence from J. Spoonhour regarding revised case management orders; Review revised case management orders; Preparation of correspondence to J. Spoonhour, K. Bauerle and B. Lynch regarding proposed revisions to same; Review correspondence from K. Bauerle regarding case management orders; Research regarding undivided fee rule, leasehold interests, month-to-month leases; Review correspondence to Judge Thorpe regarding case management orders and related matters.	3.40 hrs	\$935.00
07/31/2015	AKA	Communications with Mr. Conley Re: real estate case management order and related matters; Instructions to Ms. Lindsay.	0.40 hrs	\$200.00
07/31/2015	CRC	Review case management orders; Research regarding separate trials and unity or unit rule; Preparation of memorandum regarding same.	1.10 hrs	\$302.50
08/03/2015	LDK	Prepare bench memoranda regarding leasehold valuation evidence and separation of trials.	1.60 hrs	\$360.00
08/04/2015	AKA	Telephone conference with business damage expert; Conference with Ms. Lindsay; Review information from Al Angus; Review e-mails from CFX attorney.	0.80 hrs	\$400.00
08/04/2015	AKA	Telephone conference with Mr. Conley and appraiser re: strategy and valuation.	0.40 hrs	\$200.00
08/04/2015	CRC	Instructions to L. King regarding bench memoranda; Research regarding separate trials and right to put on a valuation trial; Telephone conference with K. Ardaman and R. Dreggors regarding strategy and further handling of valuation case; Review amended notice of hearing.	1.60 hrs	\$440.00
08/05/2015	LDK	Draft bench memos re. trial severance and right to put on leasehold valuation evidence.	0.50 hrs	\$112.50
08/06/2015	CRC	Review memoranda on separate trials and entitlement to present valuation opinions and evidence; Research regarding motion in limine standards in eminent domain proceedings; Research regarding lease renewals and valuation of same.	0.90 hrs	\$247.50
08/10/2015	ML	Review multiple emails re: <del>business damage</del> right to apportionment in real estate valuation; Review file; Memo to same.	0.3 hrs	\$60.00
08/10/2015	CRC	<del>Review correspondence to and from</del>	2.30 hrs	\$632.50

		<del>Research regarding potential leasehold issues</del> <del>damages claimant</del> Review correspondence from J. Spoonhour regarding timeline for approvals; Research regarding leasehold issues; Review bench memoranda on separate trials and ability to present leasehold case in valuation proceeding.		
08/11/2015	ML	Telephone Conference with appraiser, Rick Dreggors re: valuation and apportionment; Memo to Mr. Ardaman.	0.10 hrs	\$15.00
08/11/2015	CRC	Telephone conference with K. Ardaman and K. Bauerle regarding appraisal and apportionment issues; Research regarding apportionment fee issues.	0.70 hrs	\$192.50
08/12/2015	AKA	Review cases and case management orders in preparation for case management order hearing <del>on business damages and case management</del> <del>on real property valuation</del> on real property valuation.	<del>1.80 hrs</del> 1.0 hrs	\$900.00
08/12/2015	AKA	Prepare for and attend hearing on case management order <del>on business damages</del> and for valuation trial; Conference with Kurt Bauerle Re: potential settlement and issues.	<del>2.1 hrs</del> 2.0 hrs	\$1,100.00
08/12/2015	AKA	Instructions to Ms. Lindsay re: real estate apportionment.	0.20 hrs	\$100.00
08/12/2015	ML	Email and memo to Mr. Ardaman re: business damage claim settlement, apportionment of real estate valuation, and hearing on proposed Case Management Orders; Review Hearing Notebook; Assist Mr. Ardaman in preparation for hearing; Revise Hearing Notebook; Review Petition and Amended Answer.	1.20 hrs	\$180.00
08/12/2015	ML	Review electronic filing notifications and Case Management Orders entered by Judge Thorpe and compare with prior orders entered by Judge; Calendar all deadlines; Revise Pleading Index.	1.00 hrs	\$150.00
08/16/2015	CRC	Review settlement counter-offer and follow-up with appraisal expert regarding apportionment issues and valuation trial; Review new case management orders.	0.40 hrs	\$110.00
08/18/2015	CRC	Research regarding apportionment; Review leases; Research regarding leasehold interests.	1.30 hrs	\$357.50
08/19/2015	CRC	Research regarding leasehold interests, apportionment priority.	1.90 hrs	\$522.50
08/21/2015	CRC	Review Order sua sponte dispensing with oral argument; Research regarding leasehold interests, priority, constructive notice; Review case management orders; Review correspondence from R. Dreggors regarding apportionment issues and strategy.	2.10 hrs	\$577.50



08/24/2015	CRC	Review lease agreements, promissory notes, discovery produced by various mortgagors; Research regarding priority.	1.20 hrs	\$330.00
08/26/2015	ML	Review file; Email to Ms. Vickie Davis re: [REDACTED]	0.20 hrs	\$30.00
08/28/2015	ML	Review emails re: reservation of apportionment claim versus right to same; Review Florida Statutes.	0.20 hrs	\$30.00
08/28/2015	CRC	Review correspondence from J. Spoonhour regarding proposed order; Research regarding apportionment interests and rights relating thereto; Review eminent domain statutory provisions; Preparation of short memorandum regarding same; Review correspondence to J. Spoonhour regarding language of proposed stipulation.	0.90 hrs	\$247.50
08/31/2015	AKA	E-mail to attorney for CFX.	0.30 hrs	\$150.00
09/04/2015	CRC	Review motion for issuance of written opinion; Research regarding rule allowing motions for issuance of written opinion.	0.40 hrs	\$110.00
09/08/2015	AKA	E-mails to attorney for Project Orlando; Telephone conference with Brendan Lynch.	0.30 hrs	\$150.00
09/14/2015	ML	Review email from Brendan Lynch and letter and Joint Motion to Judge Thorpe; Memo to file.	0.20 hrs	\$30.00
09/15/2015	AKA	Review emails and instructions to Ms. Lindsay re: Appellee's Response.	0.20 hrs	\$100.00
09/15/2015	ML	Review Appellee's Response to Appellant's Motion for Issuance of Written Opinion; Review Motion; Emails to/from Mr. Ardaman.	0.20 hrs	\$30.00
09/15/2015	CRC	Review response to motion for issuance of written opinion; Research appellate rules regarding same.	0.50 hrs	\$137.50
09/24/2015	CRC	Review motion for leave to file cross-claim and proposed cross-claim; Review expert invoices and correspondence regarding same.	0.60 hrs	\$165.00
09/28/2015	ML	Review RFT Trust's Motion for Leave to File Cross Claim and email from counsel for same.	0.20 hrs	\$30.00
09/28/2015	CRC	Review correspondence from D. Levine regarding RFT's motion to file cross-claim and objections to same; Research regarding apportionment; Review lease agreements and supportive documents attached to cross-claim.	0.90 hrs	\$247.50
09/29/2015	ML	Review emails re: RFT's Cross Claim and apportionment issues; Review Cross Claim.	0.20 hrs	\$30.00
09/29/2015	CRC	Review RFT's proposed cross-claim and attachments thereto; Research regarding eminent domain apportionment; Review file materials; Review correspondence from B. Lynch regarding settlement proceeds status;	1.40 hrs	\$385.00

		Preparation of short memorandum regarding potential objection to cross-claim.		
10/01/2015	ML	Review electronic notifications and The Patriot Group's Disclaimer of Interest; Review CFX's Notice of Dropping Party; Revise Service List and Pleading Index; Emails to Ms. Gonzalez.	0.40 hrs	\$60.00
10/01/2015	CRC	Review correspondence from K. Bauerle regarding RFT's motion for leave to amend to assert crossclaim; Research regarding supplemental proceedings; Review the Patriot Group's disclaimer of interest; Review notice of dropping parties.	1.20 hrs	\$330.00
10/02/2015	CRC	Review correspondence from K. Bauerle regarding treatment of crossclaim; Review crossclaim; Review correspondence from B. Lynch regarding settlement proceeds.	0.60 hrs	\$165.00
10/06/2015	CRC	Telephone conferences with A. Angus and V. Davis regarding [REDACTED]; [REDACTED] Review fee breakdowns from experts; Instructions to M. Lindsey regarding correspondence to V. Davis; Review and revisions to correspondence to V. Davis regarding [REDACTED]; Research regarding apportionment and attorneys' fees for same; Research regarding leasehold interests.	1.90 hrs	\$522.50
10/09/2015	CRC	Research regarding priority and leasehold interests, renewal, and compensation for leasehold interests terminated because of the taking.	1.10 hrs	\$302.50
10/15/2015	CRC	Research regarding priority, leasehold interests and valuation of same.	0.70 hrs	\$192.50
10/19/2015	CRC	Research regarding priority and valuation of leasehold interests.	0.60 hrs	\$165.00
10/21/2015	CRC	Review case management orders; Research regarding priority, lease valuation; Review memoranda on same.	1.10 hrs	\$302.50
10/23/2015	CRC	Review Expressway Authority's witness list for valuation trial; Research regarding lien priority; Review lease documents.	0.90 hrs	\$247.50
10/26/2015	CRC	Research regarding compensation for unexpired term of leasehold interest; Review correspondence from B. Lynch regarding correspondence to Judge as to extension of deadlines; Review stipulated order regarding extension of deadline to produce rebuttal expert reports.	0.80 hrs	\$220.00
10/27/2015	CRC	Review notice of unavailability; Review lease extension.	0.40 hrs	\$110.00
10/28/2015	CRC	Research regarding supplemental proceedings; Review file memoranda regarding leasehold	0.90 hrs	\$247.50

		valuation.		
11/05/2015	CRC	Instructions to L. King regarding apportionment motion and arguments and strategy regarding same; Review file materials.	0.50 hrs	\$137.50
11/05/2015	LDK	Receive instruction from Mr. Conley, and begin drafting Motion for Apportionment.	1.30 hrs	\$292.50
11/06/2015	CRC	Review Project Orlando's rebuttal witness list; Review Expressway Authority's supplemental witness list.	0.20 hrs	\$55.00
11/06/2015	LDK	Draft Motion for Apportionment. Research law regarding valuation of month-to-month lease and valuation of options to renew.	1.30 hrs	\$292.50
11/12/2015	CRC	Review notice of supplemental case management conference and scheduling hearing.	0.20 hrs	\$55.00
11/13/2015	CRC	Review disclaimer of interest; Review stipulated final judgment.	0.30 hrs	\$82.50
11/16/2015	CRC	Review notice of supplemental case management conference; Review previous case management orders; Research regarding valuation of leasehold interests.	0.80 hrs	\$220.00
11/17/2015	CRC	Research regarding leasehold interests and valuation of same.	0.60 hrs	\$165.00
11/23/2015	AKA	Conference with Mr. Conley concerning Case Management Hearing and results; Review Case Management Order; E-mails to attorneys for CFX and for Project Orlando; Conference with Mrs. Lindsay.	0.70 hrs	\$350.00
11/23/2015	ML	Conference with Mr. Conley re: Case Management Conference; Review Mr. Ardaman's email to attorneys for CFX regarding mediation and apportionment claim; Review Order Striking Order Setting Trial on business damage claim; Email and instructions to Ms. Reisinger.	0.20 hrs	\$30.00
11/23/2015	CRC	Preparation for case management conference; Travel to and attend same; Review file materials; Conferences with J. Spoonhour, K. Bauerle, and B. Lynch regarding status and further handling; Review correspondence regarding mediation; Office conference with K. Ardaman regarding same.	2.10 hrs	\$577.50
11/23/2015	LDK	Draft Motion for Apportionment.	0.20 hrs	\$45.00
11/25/2015	LDK	Legal research related to motion for apportionment.	0.50 hrs	\$112.50
12/01/2015	CRC	Review correspondence from B. Lynch regarding ex parte hearing; Review notice of hearing; Review case management orders; Research regarding priority.	0.60 hrs	\$165.00
12/03/2015	LDK	Draft motion for apportionment and associated	2.00 hrs	\$450.00

01/07/2016	AKA	Instructions to Mr. Conley Re: mediation.	0.40 hrs	\$200.00
01/07/2016	ML	Conference with Mr. Conley re: mediation attendance; Email to Ms. Vickie Davis.	0.20 hrs	\$30.00
01/08/2016	ML	Conference with Mr. Conley re: mediation; Review email from same; Email re: same; Review RFT Trust's Motion for Leave to File Cross Claim and proposed Cross Claim; Review Certifications of Mediation Authority; Revise Pleading Index.	0.60 hrs	\$90.00
01/08/2016	ML	Telephone Conferences with Ms. Vickie Davis re: [REDACTED]; Emails to/from Mr. Ardaman; Conference with Mr. Conley; Review Rules on mediation attendance; Draft Certification of Mediation Authority; Revise Service List; Upload and electronically file and serve Certification; Email to Ms. Davis.	1.20 hrs	\$180.00
01/08/2016	CRC	Review proposed crossclaim and motion for leave to amend to assert crossclaim; Research regarding non-condemnation claim assertion in eminent domain proceedings; Preparation of certificate of mediation authority; Instructions to M. Lindsey regarding same; Research regarding powers of attorney and conflicts of interest.	1.20 hrs	\$330.00
01/11/2016	ML	Review electronic notifications re: Certification of Mediation Authority; Revise Pleading Index.	0.20 hrs	\$30.00
01/11/2016	CRC	Review notice of cancellation of depositions.	0.20 hrs	\$55.00
01/12/2016	CRC	Review file materials; Preparation for mediation; Instructions to L. King and M. Lindsey regarding materials and preparation for same.	1.00 hrs	\$275.00
01/13/2016	ML	Review emails re: preparation for mediation and notebook; Review file and expert invoices for valuation; Emails to/from Rick Dreggors; Email to Charles Cawthra; Prepare Table of Contents and notebook cover; Review and revise Lease, Ownership and Mortgage Chronology; Review Clerk website re: status of mortgage foreclosure; Review Stipulated Final Judgment as to Business Damage Claim re: right to seek apportionment in valuation case; Draft Fees and Costs Summary; Email to Mr. Conley; Conference with same; Review file re: area of taking and leased premises; Prepare calculations summary; Email to Mr. Conley; Revise mediation notebook.	2.00 hrs	\$300.00
01/13/2016	CRC	Review mediation packet and materials; Instructions to M. Lindsey regarding same.	0.40 hrs	\$110.00
01/13/2016	LDK	Assemble case law and memoranda for Mr. Conley in preparation for mediation.	1.10 hrs	\$247.50

12/04/2015	LDK	legal research. Draft motion for apportionment and associated legal research.	1.70 hrs	\$382.50
12/14/2015	LDK	Draft motion for apportionment, and associated legal research.	1.40 hrs	\$315.00
12/15/2015	LDK	Draft motion for apportionment, and associated legal research.	0.40 hrs	\$90.00
12/16/2015	CRC	Review correspondence from C. Cawthra regarding status of valuation case; Research regarding supplemental proceedings; Review memorandum regarding potential apportionment claim; Review mediation order; Review notice of taking deposition.	0.80 hrs	\$220.00
12/17/2015	CRC	Review correspondence to C. Cawthra regarding case status and update; Research regarding lease extensions and leases of indefinite duration/perpetual leases.	0.80 hrs	\$220.00
12/22/2015	CRC	Review notices of taking depositions of P. Sherma and J. Hall; Review correspondence to R. Dreggors regarding same.	0.30 hrs	\$82.50
12/23/2015	CRC	Review correspondence to R. Dreggors regarding deposition attendance; Review deposition notices.	0.30 hrs	\$82.50
12/28/2015	ML	Review multiple emails and Notices of Taking Deposition in valuation case; Review emails re: attendance at mediation; Conference with Mr. Conley re: same.	0.20 hrs	\$30.00
12/28/2015	CRC	Review deposition notices; Telephone conference with K. Bauerle regarding depositions; Telephone conference with R. Dreggors regarding necessity of attending depositions; Office conference with L. King regarding leasehold estate issue; Research regarding leasehold interests and perpetual leases; Preparation of correspondence to K. Bauerle regarding reservation of right to depose experts.	1.30 hrs	\$357.50
01/04/2016	ML	Review Certifications of Mediation Authority; Review Project Orlando's First Request to Produce to CFX.	0.20 hrs	\$30.00
01/04/2016	CRC	Review certifications of mediation authority; Review mediation notices; Review request for production to Expressway Authority.	0.40 hrs	\$110.00
01/06/2016	AKA	Instructions to Ms. Lindsay re: mediation order.	0.20 hrs	\$100.00
01/06/2016	ML	Review PSP's Certification of Mediation Authority; Conference with Mr. Conley re: same; Review Agreed Mediation Order; Conference with Mr. Ardaman.	0.20 hrs	\$30.00
01/06/2016	CRC	Review file materials; Review certificate of mediation authority.	0.30 hrs	\$82.50

01/14/2016	AKA	Legal research Re: lease extensions, automatic renewals and valuations; Review notebook; Conference with Ms. Lindsay and instructions concerning presentation for mediation; Conference with Mr. Conley Re: same; Review eminent domain manual.	1.50 hrs	\$750.00
01/14/2016	ML	Emails to/from Mr. Conley re: preparation for mediation; Review file and notebook; Emails to/from Charles Cawthra re: personal property appraiser fee; Revise Expert Fee Summary; Review file re: lease termination letter, leasehold interest and valuation and related issues; Review notes regarding leasehold valuation; Conference with Mr. Ardaman and Mr. Conley; Telephone Conference with appraiser re: leasehold valuation; Email to same; Revise Table of Contents and Mediation Notebook.	1.50 hrs	\$225.00
01/14/2016	ML	Review CFX's Interrogatories and Request for Production to Project Orlando.	0.20 hrs	\$30.00
01/14/2016	ML	Conference with Mr. Conley re: mediation and attendance; Review Agreed Mediation Order; Email to Ms. Vickie Davis.	0.20 hrs	\$30.00
01/14/2016	CRC	Review mediation binder; Research regarding bonus value for leases; Instructions to M. Lindsey regarding mediation preparations; Office conferences with K. Ardaman and M. Lindsey regarding same; Review notice of service of third interrogatories and third interrogatories.	1.60 hrs	\$440.00
01/15/2016	ML	Assist Mr. Conley in preparation for mediation; Review Memorandum on compensability issues and download case law; Emails re: same; Review Fee Agreement re: compensation and settlement; Email to Mr. Conley.	1.20 hrs	\$180.00
01/15/2016	LDK	Confer with Mr. Conley regarding mediation strategy and arguments in favor of Davis's right to compensation for lease renewals.	0.70 hrs	\$157.50
01/17/2016	CRC	Preparation for mediation.	1.10 hrs	\$302.50
01/18/2016	AKA	Review file, calculations; Telephone conference with appraiser; Instructions to Mr. Conley Re: mediation; Instructions to Ms. Lindsay Re: information for Mr. Conley and Vickie Davis for mediation.	1.20 hrs	\$600.00
01/18/2016	ML	Continue preparation for mediation; Revise Table of Contents and mediation notebook; Emails to/from Mr. Conley.	1.00 hrs	\$150.00
01/18/2016	ML	Telephone Conference with appraiser re: valuation and apportionment; Conference with Mr. Ardaman and Mr. Conley; Calculate	0.50 hrs	\$75.00

01/18/2016	CRC	valuation and apportionment claim. Telephone conference with V. Davis regarding [REDACTED]; Preparation for mediation; Instructions to M. Lindsey regarding same; Telephone conference with R. Dreggors and M. Lindsey regarding mediation, strategy, and further handling; Review file materials.	3.70 hrs	\$1,017.50
01/18/2016	LDK	Confer with Mr. Conley regarding issues relevant to upcoming mediation.	0.30 hrs	\$67.50
01/19/2016	AKA	Conference with Mr. Conley Re: strategy for mediation, calculation of numbers and evaluation; Review information from contractor Re: build out of new facilities and value thereof and calculation of value of construction at new location to provide to same improvements on new location on property taken; Calculate percentage of overall take area.	2.00 hrs	\$1,000.00
01/19/2016	AKA	Conference with Mr. Conley Re: preparation for mediation; Telephone conference and communications with Mr. Conley Re: status of mediation and impasse.	0.80 hrs	\$400.00
01/19/2016	CRC	Preparation for, travel to/from, and attend mediation; Research regarding compensability of leasehold interests; Review file materials; Research regarding purchase money mortgages.	12.60 hrs	\$3,465.00
01/20/2016	AKA	Conference with Mr. Conley Re: results of mediation and impasse.	0.40 hrs	\$200.00
01/20/2016	ML	Conference with Mr. Conley re: mediation and results; Review Mediation Report; Revise Pleading Index.	0.30 hrs	\$45.00
01/20/2016	CRC	Review mediation report; Research regarding priority and purchase money mortgages; Review notice of filing terms of easement for parcel 897.	1.10 hrs	\$302.50
01/21/2016	CRC	Research regarding leasehold valuation.	0.90 hrs	\$247.50
01/22/2016	ML	Conference with Mr. Conley re: appraisals; Review file; Email to Rick Dreggors.	0.10 hrs	\$15.00
01/22/2016	CRC	Telephone conference with R. Dreggors regarding further handling and apportionment claim; Telephone conference with K. Bauerle regarding copy of final appraisal for Project Orlando; Research regarding leasehold valuation; Preparation of correspondence to and review correspondence from R. Dreggors regarding appraisal of Project Orlando; Review exhibit and witness lists.	1.20 hrs	\$330.00
01/25/2016	CRC	Review corrected motion for leave to file cross-cliam; Review supplemental witness and exhibit list; Review trial docket; Review file materials; Preparation for status meeting.	0.70 hrs	\$192.50

01/26/2016	ML	Review file re: history and current status; Draft Summary of case including fees and costs.	0.50 hrs	\$75.00
01/27/2016	CRC	Review and revisions to case summary analyses; Review file materials; Instructions to M. Lindsey regarding further handling and status conference.	0.30 hrs	\$82.50
01/28/2016	CRC	Review affidavits in support of motion in limine and motion in limine regarding appraisal drafts.	0.60 hrs	\$165.00
01/29/2016	ML	Review Petitioner's and Project Orlando's Exhibit Lists for trial; Review Motion in Limine to exclude Integra appraisal.	0.40 hrs	\$60.00
02/01/2016	ML	Review Motion in Limine regarding conceptual plans; Emails re: same.	0.30 hrs	\$45.00
02/01/2016	CRC	Review second motion in limine and notice of intent to take corporate representative depositions; Review additional notices of taking depositions; Review authorities cited in motion in limine.	1.10 hrs	\$302.50
02/02/2016	ML	Review Notices of Taking Deposition; Review Order Striking Trial Period for business damages; Conference with Mr. Conley re: same.	0.20 hrs	\$30.00
02/02/2016	CRC	Review order striking pre-trial and trial period; Review notices of taking deposition duces tecum; Instructions to M. Lindsey regarding apportionment issues; Review amended notice of taking deposition; Research regarding purchase money mortgages.	0.80 hrs	\$220.00
02/03/2016	CRC	Review notice of taking deposition duces tecum; Review motion for apportionment.	0.70 hrs	\$192.50
02/04/2016	AKA	Conference with Mr. Conley and Ms. Lindsay re: potential settlement.	0.60 hrs	\$300.00
02/04/2016	ML	Review multiple Notices of Taking Deposition in valuation case; Conference with Mr. Conley.	0.20 hrs	\$30.00
02/04/2016	CRC	Review discovery responses; Review file materials; Research regarding purchase money mortgages; Review amended affidavits; Attend strategy session with K. Ardaman and M. Lindsey regarding further handling and potential proceeding resolution.	1.10 hrs	\$302.50
02/08/2016	ML	Review multiple motions in limine and CFX letter to Judge Thorpe; Conference with Mr. Conley.	0.20 hrs	\$30.00
02/08/2016	CRC	Review numerous motions in limine and memoranda of law in support; Review correspondence to Judge Thorpe regarding motions in limine and materials in support; Review response to Project Orlando's First Request for Production.	0.90 hrs	\$247.50



02/09/2016	AKA	Review multiple filings; E-mails from multiple parties related to Motions in Limine, Discovery Orders and letters to Judge.	1.00 hrs	\$500.00
02/09/2016	ML	Review multiple emails and documents regarding CFX and Project Orlando preparation for trial; Memo to file.	0.40 hrs	\$60.00
02/09/2016	CRC	Preparation of correspondence to K. Bauerle regarding appraisal for Project Orlando.	0.20 hrs	\$55.00
02/10/2016	CRC	Review amended notice of intent to take corporate deposition and demand for designation of representative deponent; Telephone conference with B. Lynch regarding Project Orlando's appraisal.	0.30 hrs	\$82.50
02/12/2016	ML	Review email from Mr. Conley re: Appraisal prepared for Project Orlando; Brief review of same; Email to Rick Dreggors.	0.30 hrs	\$45.00
02/12/2016	CRC	Review correspondence from B. Lynch with copy of Project Orlando's appraisal; Review correspondence to R. Dreggors regarding same; Review Project Orlando's appraisal; Instructions to M. Lindsey; Review notice of service of subpoena for trial.	0.60 hrs	\$165.00
02/15/2016	CRC	Review amended notice of taking depositions.	0.20 hrs	\$55.00
02/16/2016	ML	Review email from Mr. Conley re: package for Motion for Apportionment; Conference with Mr. Conley re: improvements and repairs made by Ms. Davis to subject property; Review file; Review Motion for Summary Judgment and Memorandum of Law filed by Project Orlando; Memo to file.	0.60 hrs	\$90.00
02/16/2016	CRC	Review numerous pretrial motions, including partial summary judgment, special benefit, assemblage, motion to strike, and memorandum in response to motion in limine as to conceptual site plan; Review memorandum on expert examination during trial; Research regarding leasehold valuation and bonus value; Instructions to M. Lindsey regarding exhibits to motion for apportionment; Preparation of motion for apportionment.	2.50 hrs	\$687.50
02/16/2016	LJK	Review Project Orlando's motion to strike expert witnesses. Research law regarding admissibility of expert testimony that criticizes another expert's opinion.	0.50 hrs	\$112.50
02/17/2016	ML	Review email from Mr. Conley re: Motion for Apportionment and exhibits needed for same; Review file including Lease and Mortgage Chronology; Prepare documents needed for exhibits; Memo to Mr. Conley.	0.60 hrs	\$90.00
02/18/2016	CRC	Review Project Orlando's appraisal; Telephone	2.30 hrs	\$632.50

		conference with R. Dreggor's regarding potential valuation; Research regarding leasehold valuation; Preparation of motion for apportionment.		
02/19/2016	CRC	Preparation of apportionment motion.	1.30 hrs	\$357.50
02/22/2016	CRC	Review memorandum in opposition to motion to strike and in limine regarding notice of filing terms of easement; Review memorandum in opposition to motion in limine to preclude reference to special benefit; Review memorandum in opposition to motion in limine to preclude reference to assemblage to avoid mitigating severance damages.	0.80 hrs	\$220.00
02/24/2016	CRC	Review memorandum in opposition to motion to strike improper expert witnesses and limit testimony; Review response in opposition to motion for leave to amend to assert counterclaim.	0.60 hrs	\$165.00
02/25/2016	CRC	Review correspondence from J. McKnight regarding transcript; Preparation of correspondence to J. McKnight regarding same; Review Project Orlando's response to motion for summary judgment; Preparation of motion for apportionment.	1.80 hrs	\$495.00
02/28/2016	CRC	Research regarding purchase money mortgages, priority, valuation of leasehold interests; Review and revisions to motion for apportionment.	2.30 hrs	\$632.50
03/01/2016	AKA	Conference with Mr. Conley Re: priority claim by Vickie Davis and her inherited take over business and claim.	0.60 hrs	\$300.00
03/01/2016	AKA	Review multiple motions in limine and multiple memorandums.	1.20 hrs	\$600.00
03/01/2016	CRC	Preparation of motion for apportionment; Research regarding leasehold valuation.	1.30 hrs	\$357.50
03/02/2016	AKA	Instructions to Mr. Conley Re: updated research with respect to pre-existing matters as to use of property.	0.30 hrs	\$150.00
03/02/2016	MFA	Conference with Attorney Conley regarding strategy for making apportionment claim.	0.40 hrs	\$150.00
03/02/2016	CRC	Telephone conference with V. Davis regarding [REDACTED]; Preparation of correspondence to R. Dreggor's regarding leasehold valuation; Research regarding priority and constructive or inquiry notice; Preparation of motion for apportionment; Review appraisal handbook.	2.70 hrs	\$742.50
03/03/2016	AKA	Conference with Mr. Conley Re: strategy relating to priority, term of lease, valuation period; Review Orange, Dade or other case;	2.00 hrs	\$1,000.00

		Review eminent domain provisions relating to lease hold valuation; Extended telephone conference with Rick Dreggors; Review valuation of lease hold interest.		
03/03/2016	AKA	Review EATON real estate valuation litigation relating to lease hold valuation; Instructions to Ms. Lindsay Re: same.	1.50 hrs	\$750.00
03/03/2016	CRC	Telephone conferences with R. Dreggors and K. Ardaman regarding strategy, apportionment, and leasehold valuation; Research regarding leasehold valuation; Review portions of Project Orlando and Expressway Authority Appraisals; Preparation of motion for apportionment; Research regarding compensable interests, motions for apportionment, and supplemental proceedings; Preparation of correspondence to R. Dreggors regarding motions filed in valuation case; Review correspondence from R. Dreggors regarding same; Review correspondence from and between D. Levine and J. Spoonhour regarding crossclaim; Review notice of hearing and motion to add crossclaim.	4.20 hrs	\$1,155.00
03/04/2016	CRC	Review leasehold evaluation chapter from Eaton Appraisal Manual provided by R. Dreggors; Revisions to motion for apportionment; Research regarding leasehold valuation.	1.20 hrs	\$330.00
03/07/2016	CRC	Research regarding leasehold valuation and methodology; Review and revisions to motion for apportionment; Review correspondence from L. Mejia regarding correspondence and attachments to Judge Thorpe regarding telephonic attendance.	1.70 hrs	\$467.50
03/08/2016	CRC	Review unopposed motion for telephonic attendance and proposed order regarding same; Research regarding leasehold valuation.	0.50 hrs	\$137.50
03/09/2016	CRC	Review notice of hearing and amended notice of hearing. Review notice of hearing and amended notice of hearing; Review motion to add cross-claim.	0.60 hrs	\$165.00
03/10/2016	AKA	Conference with Mr. Conley Re: multiple memos, motions and strategies with respect to responding to lenders' crossclaim.	1.00 hrs	\$500.00
03/10/2016	ML	Review Notice of Hearing, Amended Notice of Hearing and Notice of Cancellation of Hearing for all pending motions; Emails to Mr. Conley; Review Order Resetting Case for Trial; Memo to file.	0.30 hrs	\$45.00
03/10/2016	CRC	Review notice of cancellation of hearing; Review correspondence from J. Spoonhour regarding case status and further handling;	2.20 hrs	\$605.00

		regarding apportionment of good faith deposit and protections regarding same.		
04/01/2016	AKA	Review Motion for Disbursement; Instructions to Ms. Lindsay and Mr. Conley.	0.70 hrs	\$350.00
04/01/2016	CRC	Research regarding priority; Review motion for disbursement and attachments to same; Begin preparation of response in opposition to motion for disbursement.	2.20 hrs	\$605.00
04/06/2016	ML	Draft Response in Opposition to PSP Motion to Disburse and Request for Apportionment; Email and memo to Mr. Conley.	0.30 hrs	\$45.00
04/06/2016	CRC	Preparation of response to motion for disbursement; Instructions to M. Lindsey regarding same.	0.60 hrs	\$165.00
04/07/2016	AKA	Instructions to Mr. Conley Re: research Re: appellate fees for supplementary proceedings including apportionment and status of case and claims by lenders.	0.40 hrs	\$200.00
04/07/2016	CRC	Preparation of response in opposition to motion for disbursement and request for apportionment; Review file materials; Preparation of file memorandum regarding settlement strategy; Research regarding inquiry notice; Instructions to M. Lindsey regarding preparation of exhibits; Research regarding recovery of appellate attorneys' fees on apportionment issues; Preparation of file memorandum regarding same; Review portions of eminent domain manual regarding apportionment and apportionment process; Review PSP's motion for leave to file crossclaim and exhibits relating to same; Preparation of Affidavit of V. Davis in support of request for apportionment; Research regarding priority; Review motion for disbursement and affidavit in support of same.	3.90 hrs	\$1,072.50
04/08/2016	ML	Review and revised Response in Opposition to PSP's Motion to Disburse; Review and revise Affidavit of Vickie Davis; Prepare Exhibits to all; Review CFX Appraisal re: areas of taking; Conference with Mr. Conley.	1.00 hrs	\$150.00
04/08/2016	CRC	Preparation of affidavit of V. Davis in support of apportionment; Research regarding priority; Preparation of exhibit to affidavit; Instructions to M. Lindsey regarding same; Review file materials; Revisions to response to disbursement motion and request for apportionment.	1.70 hrs	\$467.50
04/13/2016	CRC	Review and revisions to response to motion for withdrawal and request for apportionment; Research regarding supplemental proceedings.	1.00 hrs	\$275.00

		Review file materials; Telephone conference with V. Davis re: arding [REDACTED]; Review Order Resetting Pre-Trial and Trial for time certain; Research regarding apportionment motions; Revisions to motion for apportionment; Research regarding crossclaims and ripeness; Instructions to S. Gonzalez regarding preparation of hearing binder and materials; Review corrected order regarding rescheduling of pretrial and trial date; Review correspondence from R. Hoffpauir regarding same; Review correspondence from L. Costello regarding telephonic motion, proposed order on same, and correspondence to Judge Thorpe regarding same; Review correspondence regarding call-in numbers.		
03/14/2016	ML	Review memo from Mr. Conley re: Hearing on RFT's Motion for Leave to File CrossClaim; Prepare Notebook for same; Draft Table of Contents.	0.50 hrs	\$75.00
03/17/2016	CRC	Telephone conference with B. Lynch regarding status and upcoming motion for leave to file crossclaim.	0.30 hrs	\$82.50
03/18/2016	CRC	Review order granting unopposed motion for telephonic attendance at hearing; Preparation for hearing on crossclaim.	0.40 hrs	\$110.00
03/21/2016	CRC	Research regarding apportionment and supplemental proceedings in eminent domain actions; Preparation for, travel to and from, and attend motion for leave to file crossclaim hearing; Discussions with B. Lynch and K. Bauerle regarding same and potential settlement.	2.90 hrs	\$797.50
03/22/2016	CRC	Review correspondence from D. Levine regarding proposed order; Preparation of correspondence to D. Levine regarding non-objection to same; Review correspondence from K. Bauerle and B. Lynch regarding non-objection to order and dropping of Patriot Group from service list; Review correspondence to Judge Thorpe and enclosed order denying crossclaim.	0.40 hrs	\$110.00
03/31/2016	ML	Review PSP's Motion for Disbursement of Funds; Review Notice of Filing and Affidavit; Emails to/from Ms. Gonzalez; Conference with Mr. Conley re: priority issue.	0.30 hrs	\$45.00
03/31/2016	CRC	Review motion for disbursement of deposit, affidavit regarding same, and voluminous exhibits in support of same; Instructions to S. Gonzalez regarding print copies; Research	1.40 hrs	\$385.00

04/14/2016	ML	(Apportionment) Conference with Mr. Conley re: proposed Motion for Apportionment and Affidavit regarding same; Review PSP's Motion for Disbursement.	0.20 hrs	\$30.00
04/14/2016	CRC	Review and revisions to response to motion for disbursement and request for apportionment.	0.80 hrs	\$220.00
04/16/2016	CRC	Revisions to affidavit of V. Davis in support of request for apportionment; Revisions to response in opposition to motion for disbursement.	0.70 hrs	\$192.50
04/19/2016	CRC	Review docket; Revisions to affidavit of V. Davis; Revisions to response in opposition to motion for disbursement and request for apportionment.	1.20 hrs	\$330.00
04/20/2016	ML	Review emails re: hearing on PSP's Motion to Disburse; Conference with Mr. Ardaman and Mr. Conley re: same; Instructions to Ms. Gonzalez.	0.20 hrs	\$30.00
04/20/2016	CRC	Review correspondence from J. Kutty regarding coordination of hearing; Review correspondence amongst counsel regarding same; Instructions to S. Gonzalez regarding same.	0.40 hrs	\$110.00
04/22/2016	AKA	Instructions to Ms. Gonzalez and to Mr. Conley Re: hearing preparation; Review e-mails from and to attorneys.	0.60 hrs	\$300.00
04/22/2016	CRC	Review correspondence from K. Bauerle regarding hearing coordination; Review correspondence from J. Kutty regarding notice of hearing and coordination of same.	0.30 hrs	\$82.50
04/26/2016	ML	Review Motion to Withdraw from counsel for RFT Trust; Review emails re: same.	0.20 hrs	\$30.00
04/26/2016	CRC	Review motion to withdraw as counsel and proposed order regarding same;	0.20 hrs	\$55.00
04/27/2016	CRC	Review correspondence from S. Narup regarding copies of transcript for motion for leave to file cross-claim hearing; Preparation of correspondence to S. Narup regarding same; Review motion for disbursement and documents filed in support of same; Review and revisions to response to motion for disbursement and request for apportionment.	1.70 hrs	\$467.50
04/28/2016	AKA	Conference with Ms. Lindsay and Mr. Conley Re: response in May to various Motions.	0.20 hrs	\$100.00
04/28/2016	ML	Conference with Mr. Ardaman and Mr. Conley re: Motion responses.	0.20 hrs	\$30.00
04/28/2016	CRC	Discussions with K. Ardaman and M. Lindsey regarding apportionment strategy; Review motion for leave to file crossclaim; Research regarding leasehold valuation and priority.	1.40 hrs	\$385.00

05/03/2016	AKA	Instructions to Mr. Conley Re: needed affidavit and respond to motion.	0.50 hrs	\$250.00
05/04/2016	CRC	Review docket regarding status of disbursement hearing; Review correspondence regarding same.	0.20 hrs	\$55.00
05/11/2016	CRC	Research regarding apportionment hearing procedures; Review Florida Eminent Domain Manual regarding same.	0.70 hrs	\$192.50
05/12/2016	AKA	E-mails from and to attorneys for the Expressway Authority Re: potential settlement; Instructions to Mr. Conley Re: same.	0.40 hrs	\$200.00
05/12/2016	AKA	Telephone conference with Brendan Lynch Re: potential settlement; Memo to Mr. Conley Re: same.	0.60 hrs	\$300.00
05/12/2016	CRC	Instructions to S. Gonzalez regarding conference call coordination; Review correspondence to and from B. Lynch regarding same.	0.20 hrs	\$55.00
05/13/2016	AKA	E-mails to and from Chris Conley Re: same; Instructions to Ms. Lindsay and Ms. Gonzalez.	0.50 hrs	\$250.00
05/13/2016	CRC	Preparation of correspondence regarding mediation numbers and valuation estimates; Discussions with M. Lindsey regarding same; Review file materials regarding estimates of leasehold value and possible positions regarding same; Review correspondence from B. Lynch with attachment regarding notice of hearing.	1.10 hrs	\$302.50
05/16/2016	CRC	Review phone message from Cathy with B. Lynch's office regarding conference call; Instructions to S. Gonzalez regarding same.	0.20 hrs	\$55.00
05/18/2016	CRC	Review file materials and recent file memorandum; Discussions with M. Lindsey regarding strategy.	0.40 hrs	\$110.00
05/19/2016	AKA	Review petition and valuations; Instructions to Ms. Lindsay.	0.50 hrs	\$250.00
05/19/2016	CRC	Revisions to affidavit of V. Davis in support of motion and response in opposition to motion for disbursement; Review docket regarding notice of hearing; Instructions to M. Lindsey regarding same.	0.80 hrs	\$220.00
05/20/2016	AKA	Review matters pertaining to upcoming mediation.	0.20 hrs	\$100.00
05/20/2016	ML	Review emails re: fees and costs; Review file re: expert invoices; Emails to/from appraiser's office; Emails to Mr. Ardaman and Mr. Conley; Calculate fees and costs.	0.50 hrs	\$75.00
05/20/2016	CRC	Review file regarding attorneys' and experts' fees and costs; Instructions to M. Lindsey regarding same; Review correspondence to and	0.30 hrs	\$82.50

		from R. Dreggors regarding updated expert fees.		
05/24/2016	AKA	Conference with Mr. Conley and Ms. Lindsay Re: hearing and potential settlement.	0.60 hrs	\$300.00
05/24/2016	ML	Emails to/from Mr. Ardaman and Mr. Conley re: fees and costs and potential settlement of apportionment claim; Review file; Review additional emails re: numbers to settle.	0.20 hrs	\$30.00
05/24/2016	ML	Review Notice of Hearing on PSP's Motion to Disburse and File Crossclaim; Revise Pleading Index; Email to Mr. Conley; Begin preparation of hearing notebook.	0.70 hrs	\$105.00
05/24/2016	DL	Confer with Mr. Conley regarding potential settlement offer.	0.20 hrs	\$85.00
05/24/2016	CRC	Review correspondence regarding potential settlement; Review and revisions to response in opposition to motion for disbursement and affidavit of V. Davis in support thereof; Review notice of hearing; Review file materials and preparation of settlement notes; Review motion for disbursement; Discussions with K. Ardaman and M. Lindsey regarding potential settlement.	1.20 hrs	\$330.00
05/25/2016	AKA	Conference with Mr. Conley Re: potential settlement; Instructions to Ms. Lindsay.	0.40 hrs	\$200.00
05/25/2016	CRC	Preparation of settlement offer to B. Lynch and J. Spoonhour; Review notice of voluntary dismissal; Revisions to settlement offer to B. Lynch and J. Spoonhour; Discussions with K. Ardaman and M. Lindsey regarding same; Review updated expert invoice totals provided by R. Dreggors; Review motion for disbursement.	0.80 hrs	\$220.00
05/26/2016	CRC	Preparation of response to motion for disbursement and affidavit of V. Davis; Discussions with M. Lindsey regarding same; Review motion for disbursement and motion for leave to file crossclaim.	0.50 hrs	\$137.50
05/27/2016	AKA	Conference with Mr. Conley re: strategy and revisions to affidavit.	0.50 hrs	\$250.00
05/27/2016	ML	Review Affidavit of Vickie Davis and email to same.	0.20 hrs	\$30.00
05/27/2016	CRC	Telephone conference with V. Davis regarding [REDACTED] Office conference with K. Ardaman regarding revisions to affidavit and strategy; Revisions to affidavit of V. Davis; Preparation of correspondence to V. Davis regarding same; Review file materials; Preparation of exhibit to affidavit.	1.00 hrs	\$275.00
05/30/2016	CRC	Research regarding apportionment proceedings and supplemental proceedings process.	0.60 hrs	\$165.00



05/30/2016	CRC	Review correspondence to B. Lynch and J. Spoonhour regarding settlement offer for apportionment; Review memorandum regarding potential settlement.	0.40 hrs	\$110.00
05/31/2016	AKA	Conference with Mr. Conley Re: revisions to response to Motion for Disbursement and strategy; Instructions to Ms. Gonzalez Re: preparation for hearing.	0.40 hrs	\$200.00
05/31/2016	ML	Review revised Response in Opposition to PSP Motion to Disburse and Motion for Apportionment; Review file re: exhibits; Prepare Composite Exhibits A and B to Response; Review Affidavit of Vickie Davis.	1.00 hrs	\$150.00
05/31/2016	CRC	Review and revisions to response in opposition to motion for apportionment; Instructions to M. Lindsey regarding exhibits to same; Preparation of exhibits to response.	1.80 hrs	\$495.00
06/01/2016	ML	Conference with Mr. Conley re: Affidavit of Vickie Davis; Telephone Conference with Ms. Davis re: [REDACTED] Email and memo to Mr. Conley; Review maps; Revise Exhibit A to Response in Opposition to Motion to Disburse and Request for Apportionment.	0.30 hrs	\$45.00
06/01/2016	CRC	Review status update regarding affidavit execution and filing; Instructions to M. Lindsey regarding same; Review file materials; Preparation of exhibits for response in opposition to motion for disbursement; Instructions to M. Lindsey regarding same.	0.60 hrs	\$165.00
06/02/2016	ML	Review Notice of Filing Affidavit of Vickie Davis; Conference with Mr. Conley; Review memo from same regarding items for needed for hearing; Telephone Conference with Ms. Davis; Revise emails and signed Affidavit; Review Response in Opposition and Request for Apportionment; Revise Service List; Upload and electronically file and serve Response and Notice of Filing; Revise Pleading Index; Prepare hearing notebook; Draft Table of Contents.	1.50 hrs	\$225.00
06/02/2016	CRC	Preparation of hearing notebook; Research Florida apportionment and deposit statutory provisions; Review and revisions to response to motion for disbursement; Instructions to M. Lindsey regarding same; Preparation of notice of filing affidavit of V. Davis; Review correspondence from V. Davis regarding [REDACTED] Preparation of correspondence to V. Davis regarding same.	1.30 hrs	\$357.50
06/06/2016	AKA	Review file response to Motion for Disbursement and Request for Apportionment;	0.60 hrs	\$300.00

Instructions to Ms. Gonzalez and Mr. Conley  
 Re: preparation for hearing.

06/06/2016	CRC	Review notice of special appearance.	0.20 hrs	\$55.00
Total Fees for this matter				\$194,435.00

**DISBURSEMENTS**

01/08/2016	LXNFRM, LexisNexis; Invoice # 01/08/2016haj; Lexis-Nexis Research	\$26.55
02/05/2016	LXNFRM, LexisNexis; Invoice # 02/09/2016haj; Lexis-Nexis Research	\$9.83
03/16/2016	LXNFRM, LexisNexis; Invoice # 03/16/2016haj; Lexis-Nexis Research	\$4.55
03/22/2016	CRCFRM, Chris R. Conley; Invoice # 03/22/2016haj; Travel Expense - Mileage to attend hearing - 3/21/216	\$9.72
04/11/2016	LXNFRM, LexisNexis; Invoice # 1603009984; Lexis-Nexis Research - March 2016	\$19.69
05/10/2016	LXNFRM, LexisNexis; Invoice # 1604009884; Lexis-Nexis Research - April 2016	\$8.85
06/06/2016	Reproduction Costs	\$483.25
Total Disbursements for this matter		\$562.44

**BILLING SUMMARY**

Ardaman, A. Kurt  
 Conley, Christopher Ray  
 Langley, Daniel W.  
 Bennett, John F.  
 King, Lance D  
 Ahlers, Mark F.  
 Lindsay, Michelle

163.00	\$ 81,600.00
220.70	170.70 hrs
	\$85,350.00
	237.10 hrs
	\$60,692.50
	\$65,202.50
8.7	9.50 hrs
	\$3,697.50
	\$4,037.50
	0.50 hrs ✓
	\$200.00
63.50	63.50 hrs
	\$14,175.00
	\$14,287.50
	0.90 hrs ✓
	\$337.50
151.30	166.80 hrs
	\$25,020.00
	22,695.00
	649.00 hrs
	\$194,435.00
608.10	\$ 183,297.60
	\$562.44

<b>TOTAL FEES</b>	\$194,435.00
<b>TOTAL DISBURSEMENTS</b>	\$562.44
<b>TOTAL CURRENT CHARGES</b>	\$194,997.44
<b>TOTAL NET CHARGES</b>	\$194,997.44
<b>TOTAL BALANCE NOW DUE</b>	\$194,997.44

Please remit payment within ten (10) days.  
 We appreciate your confidence.

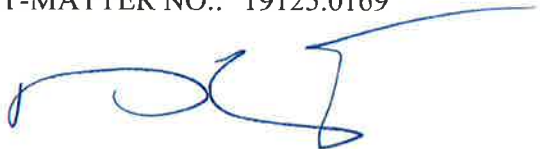
**CONSENT AGENDA ITEM**

**#12**



## MEMORANDUM

TO: Central Florida Expressway Authority      CLIENT-MATTER NO.: 19125.0169  
Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: January 23, 2017

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 314  
Proposed Settlement Including Fees and Costs

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval by the CFX Board of a negotiated settlement between Deborah New, (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 314 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

### DESCRIPTION AND BACKGROUND

Parcel 314 is a fee simple whole taking of 6.1 acres consisting of Part A, containing 5.141 acres for use as limited access right-of-way, and Part B, containing 0.963 acres for use as right-of-way. The property is located north of the Lake/Orange County line, west of Plymouth Sorrento Road and south of Coronado Somerset Road in Lake County, Florida.

The subject is improved with a single family residence, containing 1,852 square feet of living area. Other site improvements include a gravel stabilized driveway, concrete apron in front of the garage, fencing, gate, 12' x 24' aluminum shed, in-ground swimming pool, septic system and well, and 8' by 17' dog kennel run and dog house. The property is comprised of two tax parcels. The north 5 acres is zoned A, Agriculture, by Lake County; and the southern acre is zoned R1, residential use, by Lake County. The subject property has 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 "as if vacant" is as a single-family home site and the highest and best use "as improved" is for continued single-family residential use. 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 \$152,600 as the land value.

Mr. MacMillan used three (3) improved sales ranging from \$170,000 to \$230,000 to arrive at a value of \$285,000 for the subject property by the Market Approach. Thus, Mr. MacMillan opines the value of the land at \$152,600 and the improvements at \$132,400 for a total compensation of \$285,000.

Ms. New is 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 other parcels within the subject neighborhood previously appraised, he would be in and around \$600,000 for the taking. Mr. Bauerle additionally argued that settlement of an adjacent parcel of similar size was \$478,000 and, therefore, an appropriate settlement for this parcel due to its similarity.

Procedurally, this case had not yet been set for trial and, therefore, minimal experts' costs were expended to date for both parties.

As we analyze each case on its own factual basis and merits, and based upon our knowledge of other opposing appraisal reports and arguments of opposing counsel in other cases, we were able to reach a negotiated settlement in the amount of \$417,000 in full settlement of all claims for compensation by the property owner, plus minimal experts fees of \$4,750. This additional amount involves an increase in land value and improvements. Additionally, the settlement adds statutory attorney's fees of \$48,510, for a total settlement of \$470,260. 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 a recommendation for approval of the negotiated settlement in the amount of \$417,000, plus statutory attorney's fees of \$48,510 and costs of \$4,750, 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 314.

At its January 25, 2017 meeting, the CFX Right-of-Way Committee voted to recommend approval of the negotiated settlement to the CFX Board.

### **RECOMMENDATION**

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$470,260 in full settlement of all claims for compensation in the acquisition of Parcel 314, including all statutory attorney's fees and costs.

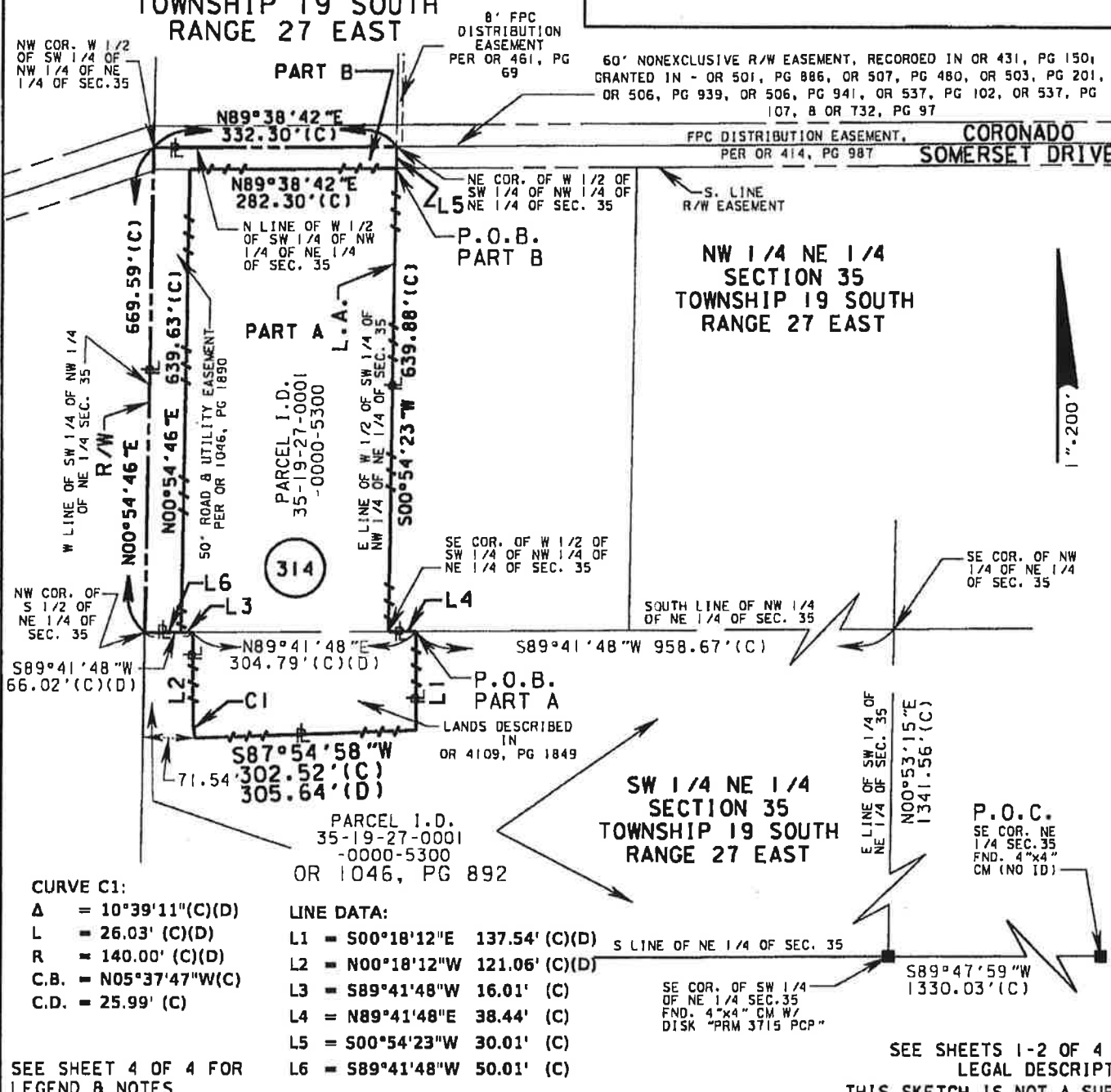
### **ATTACHMENTS**


- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Settlement Agreement
- Exhibit "D" – Respondent's Expert Invoice

Reviewed by: Joseph J. Sistiore  
General Counsel

ORLDOCS 15176414 1

**PARCEL: 314**  
**SECTION 35**  
**TOWNSHIP 19 SOUTH**  
**RANGE 27 EAST**



<b>RIGHT OF WAY PARCEL SKETCH</b>		<b>STATE ROAD 453 (WEKIVA PARKWAY)</b>		<b>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</b>		<b>SECTION 429-206 (2C)</b>	
			<b>DRMP PROJECT NO. 12-0150.000</b>	<b>SHEET 4 OF 5</b>		<b>DATE: 08/07/14</b>	
<b>REVISE PARTS A &amp; B</b>	CWW	6/15	<b>PARCEL NUMBERS</b>	CWW	12/14	<b>SCALE: 1" = 200'</b>	
<b>REVISE DESCRIPTION HEADER</b>	ALO	5/15	<b>ADD REMAINDER</b>	CWW	11/14	<b>CHECKED: ALO</b>	
<b>TOTAL TAKE</b>	ALO	4/15	<b>PER COMMENTS</b>	CWW	9/14	<b>DRAWN: BJP</b>	
<b>REVISION</b>	<b>BY</b>	<b>DATE</b>	<b>REVISION</b>	<b>BY</b>	<b>DATE</b>	<b>SKETCH PREPARED BY</b>	
						 <b>DRMP</b> BROKERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

**EXHIBIT "A"**

**PHOTOGRAPHS**



(1) Westerly view of Coronado Somerset Drive.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(2) Easterly view of Coronado Somerset Drive.  
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015



**PHOTOGRAPHS**



(3) Southerly view of the entrance driveway to the subject property.  
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015



(4) Southerly view of the entrance driveway to the subject property.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

**PHOTOGRAPHS**



(5) Southerly (front) view of the subject residence.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(6) Easterly (side) view of the subject residence.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

**PHOTOGRAPHS**



(7) Westerly (side) view of the subject residence.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(8) Northwesterly (rear) view of the subject residence.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



**PHOTOGRAPHS**

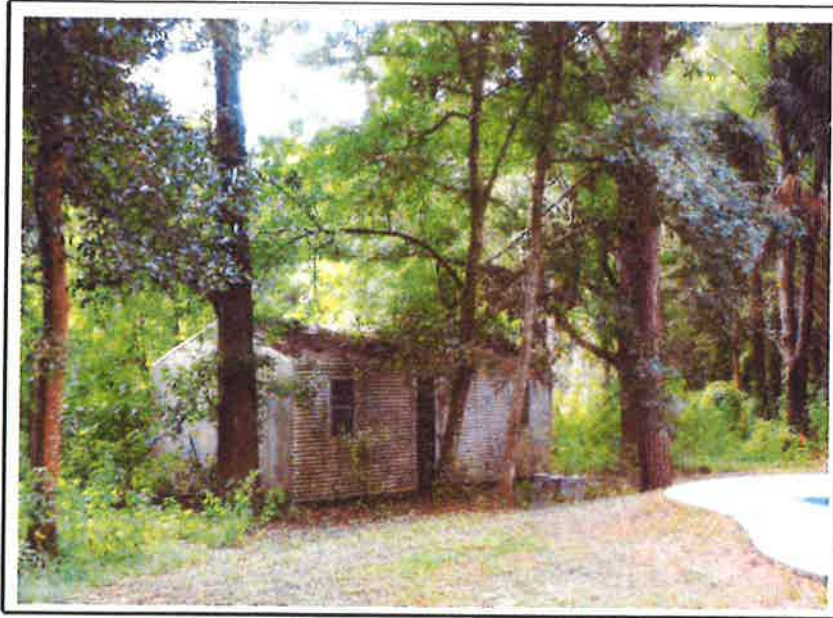


(9) Northerly (rear) view of the swimming pool.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

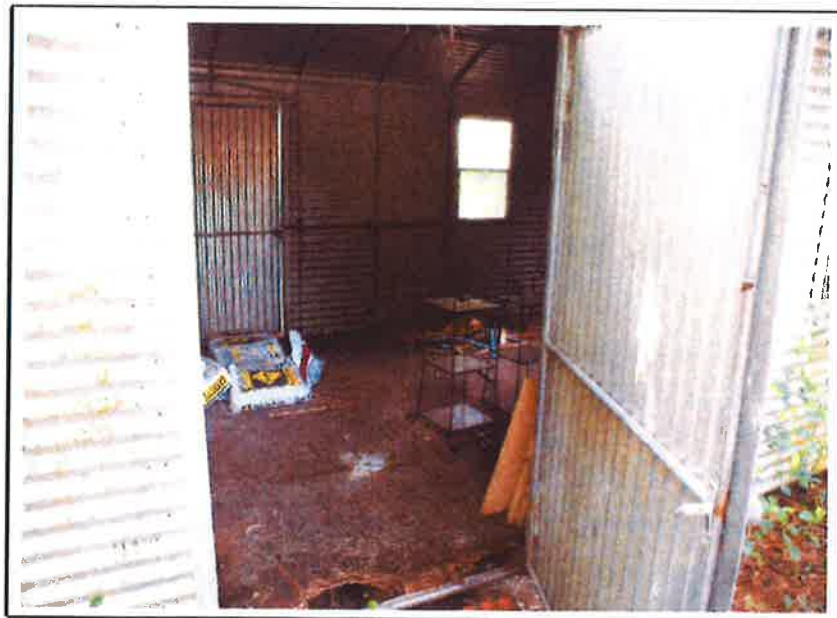


(10) Interior view of the subject enclosed porch on the south end of the residence.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

**PHOTOGRAPHS**



(13) Exterior view of the storage shed.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(14) Interior view of the storage shed.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



**PHOTOGRAPHS**



(15) View of dog kennel.  
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(16) Southerly view of subject residence.  
Photograph taken by Richard K. MacMillan, MAI on September 28, 2015

Parcel: 314  
Project: Wekiva Parkway 429-206  
County: Lake

Aerial 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.

CASE NO.: 2015-CA-001524

DEBORAH NEW, et al.,

Parcel 314

Respondents.

Judge Singeltary

---

**SETTLEMENT AGREEMENT**

Counsel for the Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX"), and for Respondent, **DEBORAH NEW**, ("Respondent") have reached the following negotiated settlement of Parcel 314:

1. Respondent, Deborah New, shall have and recover from the Petitioner the sum of **FOUR HUNDRED SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$417,000.00)** in full payment for the property designated as Parcel 314 herein taken, severance damages, business damages, tort damages, if any, and all other damages and claims with the exception of attorney's fees and costs, subject to apportionment, if any.

2. Petitioner is entitled to credit in the amount of **TWO HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$270,000.00)** previously deposited into the Registry of the Court in this case by Petitioner.

3. Respondent does have and recover of and from the Petitioner the sum of **FORTY-EIGHT THOUSAND, FIVE HUNDRED TEN AND NO/100 DOLLARS (\$48,510.00)**, as attorney's fees for services rendered on behalf of Respondent by the Harris Harris Bauerle Ziegler Lopez, PA firm in this cause, pursuant to §§73.091 and 73.092, *Florida Statutes* (2015).

4. Respondent does have and recover of and from the Petitioner the sum of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** for experts' fees and costs incurred on behalf of Respondent in this matter.

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.

**EXHIBIT "C"**



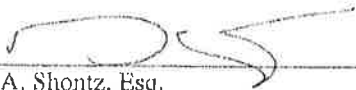
6. Upon approval of this Settlement Agreement by the CFX Board, Counsel for Petitioner and Counsel for Respondent shall jointly submit to the Court for entry a Stipulated Final Judgment in this matter as soon as practical.

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 Respondent, by deposit into the Registry of the Court the balance due of **ONE HUNDRED FORTY-SEVEN THOUSAND, ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$147,170.00)**, 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 **FIFTY-THREE THOUSAND, FIVE HUNDRED TEN AND NO/100 DOLLARS (\$53,510.00)**, 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 and experts' fees and costs 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 DEBORAH NEW, RESPONDENT  
AUTHORITY, PETITIONER



David A. Shontz, Esq.  
Attorney for Petitioner  
Dated: November 17, 2016

*Janwen*  
ORLDOCS 15073170 1 ✓



Kurtis T. Bauerle, Esq.  
Attorney for Respondent  
Dated: November ~~17~~, 2016

*January 17, 2017*

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

January 13, 2017

Kurt T. Bauerle, Esq.  
c/o Harris Harris Bauerle Ziegler Lopez  
1201 East Robinson Street  
Orlando, FL 32801

**RE: Owner: New**  
**Project: Wekiva Parkway**  
**Parcel No.: 314**  
**County: Lake**

## INVOICE

Review subject property information, exterior inspection of property, land sales research/analysis, review nearby land sales, conference with owner's representative, prepare for and meet with owner's representative to review our analysis.

Abrams Schmidt:	22.50 Hrs. x \$175/Hr. =	\$3,937
Dreggors:	4.75 Hrs. x \$275/Hr. =	<u>1,306</u>
<b>Total</b>		<b>\$5,243</b>

Thank you,

Richard C. Dreggors, GAA  
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804  
Tel (407) 835-3395 • Fax (407) 835-3393

EXHIBIT "D"

---

<b>OWNER</b>	<b>NEW</b>	<b>COURTNEY ABRAMS SCHMIDT</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>314</b>	
<b>COUNTY</b>	<b>LAKE</b>	

---

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
04/07/16	REVIEW FILE; PULL SUBJECT DATA.	1.75
04/08/16	PRELIMINARY SALES RESEARCH.	2.75
08/15/16	RESEARCH/ANALYSIS OF SALES.	4.50
08/18/16	RESEARCH/ANALYSIS OF SALES.	4.00
08/22/16	SUMMARY ANALYSIS OF COMPARABLES; MEETING WITH RICK TO REVIEW SALES AND ANALYSIS.	2.75
08/26/16	UPDATED SUMMARY ANALYSIS OF SURROUNDING PROPERTY VALUES.	2.25
08/29/16	CALL WITH ATTORNEY REGARDING SALES INFORMATION.	0.75
09/12/16	REVIEW OF CONDEMNOR APPRAISAL; RESEARCH/ANALYSIS OF SALES.	<u>3.75</u>
	<b>TOTAL HOURS</b>	<b>22.50</b>

---

<b>OWNER</b>	<b>NEW</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>314</b>	
<b>COUNTY</b>	<b>LAKE</b>	

---

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
04/05/16	REVIEW INFORMATION ON THE SUBJECT PARCEL; REVIEW NEARBY LAND SALES; CONFERENCE WITH OWNER'S REPRESENTATIVE; EXTERIOR INSPECTION OF SUBJECT PARCEL.	2.25
08/22/16	MEETING WITH ASSOCIATE TO REVIEW OUR ANALYSIS.	1.00
08/23/16	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR ANALYSIS.	<u>1.50</u>
	<b>TOTAL HOURS</b>	<b>4.75</b>

**CONSENT AGENDA ITEM**

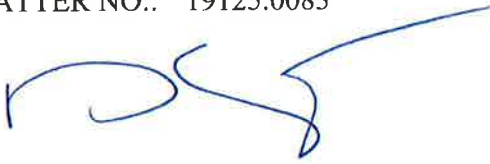
**#13**



## MEMORANDUM

TO: Central Florida Expressway Authority Board Members  
FROM: David A. Shontz, Esq., Right-of-Way Counsel  
DATE: January 23, 2017  
RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 166  
Proposed Mediated Settlement Including Fees and Costs

CLIENT-MATTER NO.: 19125.0083



Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of a proposed mediated settlement between Darrell D. Reid, Katie J. Reid, his wife, and Darrell Reid dba Happy Hill, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 166 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

Mr. and Mrs. Reid are the fee owners of the subject property – Parcel 166. They have experienced some significant tragic events in their lives recently. Mrs. Reid was accidentally killed by the discharge of a firearm at their home. Subsequent to Mrs. Reid's death, Mr. Reid was involved in a serious accident wherein he was hit by a car while riding his motorcycle. As a result, Mr. Reid had to have his leg amputated, among other injuries. Shortly after he had his leg amputated, Mr. Reid had a heart attack.

### DESCRIPTION AND BACKGROUND

Parcel 166 ("Subject Property") is a fee simple acquisition 4.014 acres from two contiguous parcels with a combined area of 11.57 acres, located on Plymouth Sorrento Road in Orange County, Florida. The property is improved with a 672 sf manufactured home and two additional manufactured homes with an attached enclosed area totaling 2,430 sf. These manufactured homes were used as rental units consisting of 1 bedroom/1 bath and 6 apartments consisting of 12 bedrooms, 4 baths and 2 half-baths, respectively. Additionally, two travel trailers and two sheds of 600 to 800 sf and a 1,554 sf aluminum covered area, landscaping, hog wire fencing, and three metal gates were impacted by the taking.

The Property is zoned A-1, Citrus Rural by Orange County which provides for residential

and agricultural uses. The future land use designation is rural/agricultural. The highest and best use of the property as vacant was determined to be for future residential development. The highest and best use of the site as improved is for interim rental of the improvements until the demand for residential development of the site is warranted.

The CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources Orlando. Mr. Starkey used a sales comparison approach to estimate the value of the land of the Subject Property. In estimating the land value of the Subject Property, Mr. Starkey used four (4) comparable sales with an adjusted range of \$26,400 to \$27,600 per acre, to arrive at a concluded value of \$32,000 per acre. Mr. Starkey used the market approach to estimate the interim rental value of the improvements on the subject property. Mr. Starkey concluded a rental rate of \$400 per month for the 672 sf manufactured home and a combined rental rate of \$900 to \$1,800 per month for the two attached manufactured home, or an overall combine rental estimate of \$2,200 per month for the improvements. Calculating an 8% annual discount rate over a 6 year discount period, Mr. Starkey arrived at an indicated contributory value of the improvements of \$93,750. The value conclusion at which Mr. Starkey arrived is \$128,450 for the land and a total of \$100,035 for the contributory value of the building improvements.

After the taking, the property will be vacant, excluding the remaining perimeter fencing on the north, east and south sides. Zoning and physical configuration of the property in the after condition will remain the same, but the proposed limited access right-of-way adjacent to the remainder property will be constructed 30 feet above the existing grade and will be graded with a 3:1 slope to match the existing grade at the new right-of-way line. The ratio of the unusable land area of the overall property will be increased from 14% to 21%, almost a 50% increase. Due to these conditions, Mr. Starkey opined the severance damages to the remainder property at \$83,065. A cost to cure to replace the fencing and 3 gates totals \$2,125, arriving at a final estimate of value of **\$313,675** (\$228,485 land and contributory value of the building improvements, damages of \$83,065, and cost to cure of \$2,125).

Richard H. Parham of Calhoun, Collister & Parham, Inc., prepared the appraisal report for the Respondents. Mr. Parham included three (3) manufactured homes, three (3) accessory buildings, RV lots, a stabilized driveway, hog wire fencing with wooden posts, metal swing gates, sod, well, and septic system as improvements in the taking. Mr. Parham utilized four (4) comparable land sales ranging in price of \$28,253 to \$72,464 per acre to arrive at a value of \$55,000 per acre or \$220,600 for the land taken. Mr. Parham, like Mr. Starkey, opined the improvements represented an interim value for a 6 year period until the site could be redeveloped with residential use. Mr. Parham's rental value of the improvements was \$4,800 per month or \$57,600 per year, with vacancy and collection losses at 20% and expenses of 25%, resulting in a net operating income of \$34,560 for the improvements or a present value of the 6 year interim income of \$159,800. Mr. Parham concurred with Mr. Starkey in the reasons for a reduction in the value of the remainder property, but valued the remainder at \$19,250 per acre, resulting in severance damages of \$270,300. Thus, Mr. Parham valued the total value of the taking at **\$653,300** (\$220,600 land, \$159,800 improvements taken, \$270,300 damages, and \$2,600 cost to cure).

A mediation was held on January 4, 2017, wherein in further support of Mr. and Mrs. Reid's appraisal report valuation, Mr. Bauerle, counsel for the Reid's argued several issues including, Integra's appraisal report update identified a 39% increase in property values since July 2011, however Integra made no subsequent upward adjustments to account for these market conditions. Additionally, Parham identified a recent sale of a parcel contiguous to the adjacent parcel to Parcel 166 that, they argued, confirms the significant increase in market value year over year. Furthermore, the property owner argued that Starkey assigned severance damages to the remainder that included 10% for inferior topography in the after, 5% for ratio of usable vs. unusable and only 10% for proximity damages, despite the new Expressway to be constructed next to this residential property in the after condition. Additionally, Mr. Bauerle argued that Integra had previously opined 40% severance damages for another residential parcel in and around Parcel 166. Finally, we were advised at the mediation that Mr. Reid was receiving \$5,100 in rental income each month, which is far above the \$2,200 estimated by Starkey. Additionally, Reid had three (3) additional RV pads that were rented to third parties that were not included in the valuation.

Trial of this matter was scheduled to begin on April 10, 2017, and the parties agreed to mediation prior to completion of extensive pre-trial discovery. During mediation, the parties were able to reach a settlement in the amount of \$471,000 as full settlement of all claims for compensation (including business damages) by the property owner, plus statutory attorney's fees totaling \$82,500, plus expert fees and costs totaling \$15,800.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of the mediated settlement in the amount of \$569,300, including attorney's fees and costs and experts fees and costs, 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 166.

At its January 25, 2017 meeting, the CFX Right-of-Way Committee voted to recommend approval of the Mediated Settlement Agreement to the CFX Board.

### **RECOMMENDATION**

We respectfully request that CFX Board approve the proposed settlement agreement with a total settlement of \$569,300 in full settlement of all claims for compensation in the acquisition of Parcel 166, including all statutory attorney's fees and costs and all experts' fees and costs.

### **ATTACHMENTS**

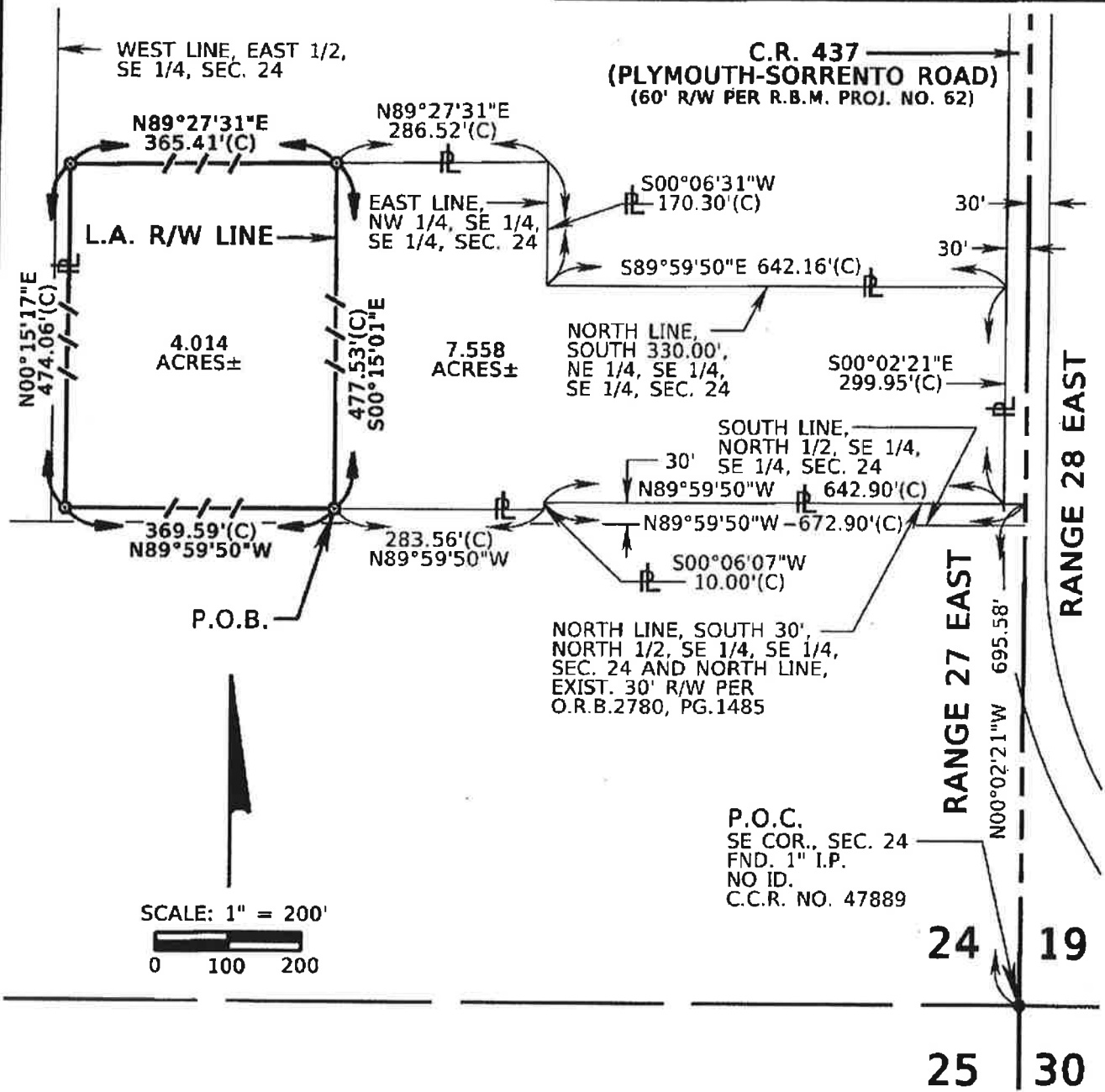
- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Mediated Settlement Agreement – Parcel 166
- Exhibit "D" – Experts Invoices



Reviewed by: *Joseph Lassiter*  
General Counsel

ORLDOCS 15176388 1

BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING N00°02'21"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 200'

0 100 200

SECTION 24, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 28-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*William E. Byrd* 9/16/13  
 WILLIAM E. BYRD, M.S.N. DATE  
 LICENSE NUMBER 3442

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

CERTIFICATION OF AUTHORIZATION No. 18 1221

**BS** BOWLER SINGLETON  
 520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32803  
 (407) 843-5120  
 FAX 407-649-8664

SKETCH OF DESCRIPTION.  
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)  
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 ORANGE COUNTY, FLORIDA

PARCEL 166

SCALE: 1" = 200'

SHEET 2 OF 2



**Area of Taking**

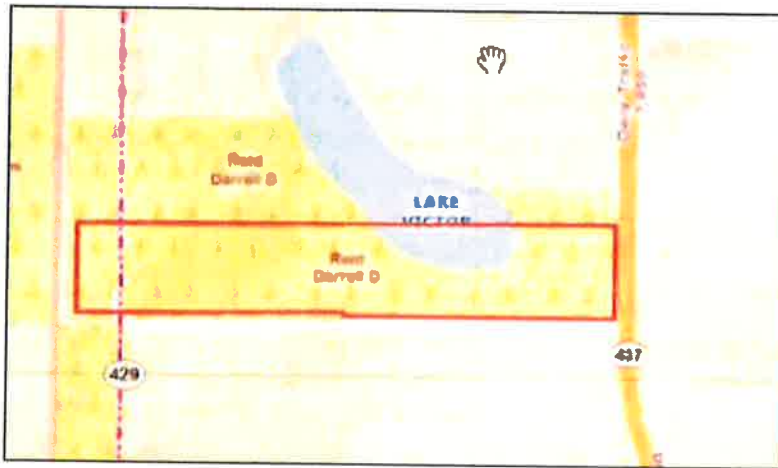


**Parent Tract**

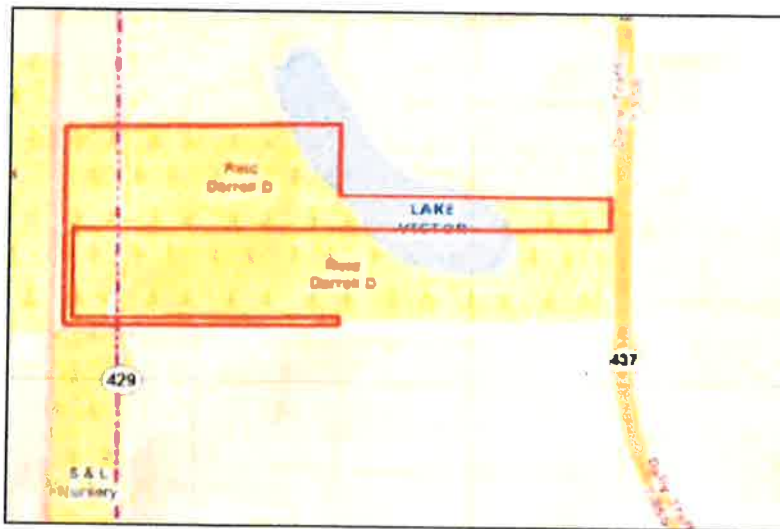
**Wekiva Parkway Project 429-203(1B) Parcel 166**  
3134 Plymouth Sorrento Road  
Apopka, Florida

### Tax Maps

Parcel 24-20-27-0000-00-010



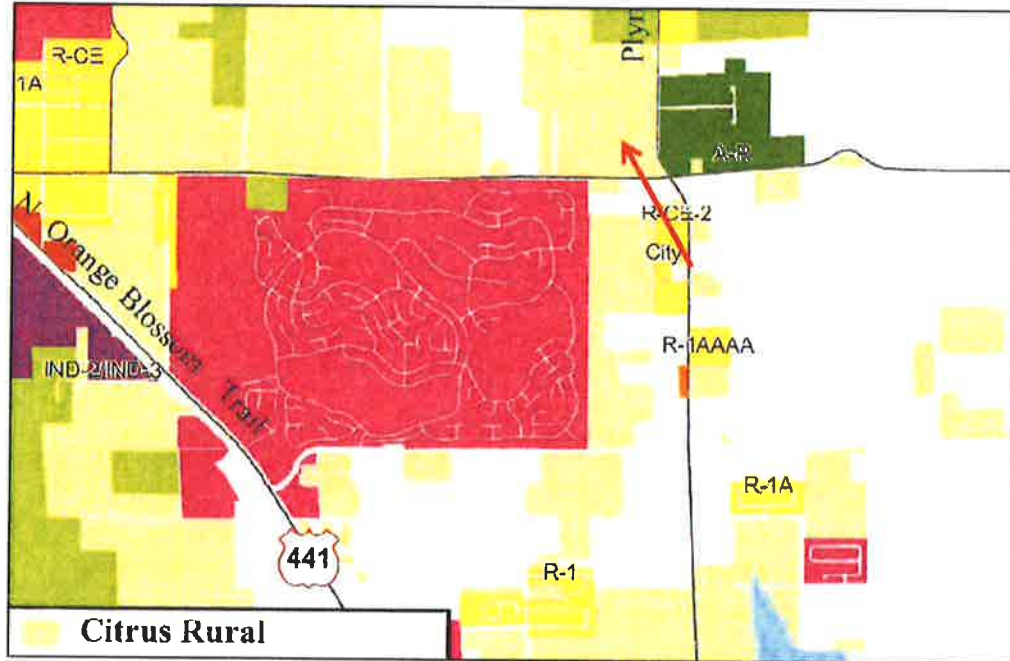
Parcel 24-20-27-0000-00-107



### Aerial Map (Parcels Combined)

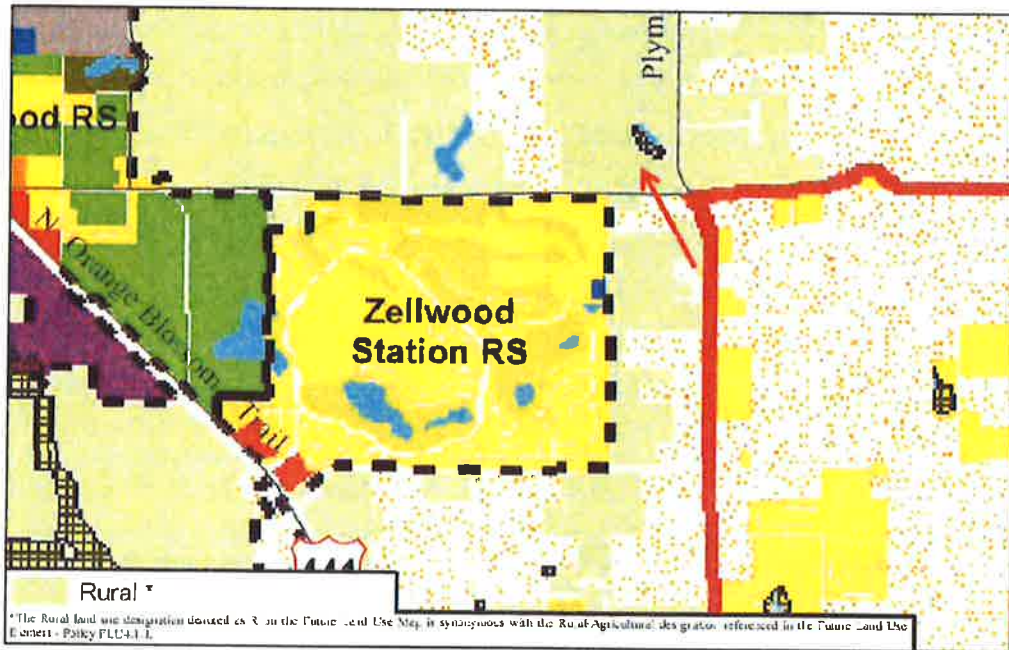


### Zoning Map





### Future Land Use Map



\*See map footnote

Fencing



166-5400

177-2727

173-4848

169-1741

429

THE HOME LIFE  
PROPERTY  
TEAM

RE  
D





Facing west along right-of-way access, subject on right  
(Photo Taken on July 11, 2013)



Facing east along right-of-way access, subject on left  
(Photo Taken on July 11, 2013)



Southern view of larger manufactured home and gate  
(Photo Taken on July 11, 2013)



Eastern view of larger manufactured home and gate  
(Photo Taken on July 11, 2013)



View of smaller manufactured home  
(Photo Taken on July 11, 2013)



Western view of larger manufactured home  
(Photo Taken on July 11, 2013)





View of pasture area  
(Photo Taken on July 11, 2013)



View of trailer trailers within the "take" area  
property (Photo Taken on July 11, 2013)



View of aluminum shed within the "take" area  
(Photo Taken on July 11, 2013)



Entrance into manufactured home/"take" area  
(Photo Taken on July 11, 2013)



View of improvement within the "take" area.  
(Photo Taken on July 11, 2013)



View of eastern portion of the subject  
(Photo Taken on July 11, 2013)

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

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

CASE NO: 2014-CA-003698-1

Subdivision 39

Petitioner,

Parcel 166

vs.

DARRELL D. REID,  
KATIE J. REID his wife, et. al.  
DARRELL REID d/b/a Happy Hills,  
Respondent(s).

**MEDIATED SETTLEMENT AGREEMENT**

At the Mediation Conference held on Jan. 4, 2017, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), DARRELL D. REID, KATIE J. REID, his wife, and DARRELL REID d/b/a Happy Hills (referred to as "Respondent") the sum of FOUR HUNDRED SEVENTY-ONE THOUSAND Dollars exactly (\$471,000), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 166, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Three Hundred Thirteen Thousand Six Hundred Seventy-Five Dollars (\$313,675.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of ONE HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED TWENTY-FIVE Dollars exactly (\$157,325), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of EIGHTY-TWO THOUSAND FIVE HUNDRED Dollars (\$82,500.00) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondent's attorney the sum of FIFTEEN THOUSAND EIGHT HUNDRED Dollars (\$15,800) 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:~~

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 166, 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 4 day of JAN. 2017, ~~2016~~, contains all the agreements of the parties.

Linda S. B. Jensen  
Central Florida Expressway Authority

[Signature]  
Counsel for CFX

Mediator: [Signature]

[Signature]  
Owner: DANELL REID

Owner: \_\_\_\_\_

[Signature]  
Attorney for Owner  
Kurt Bauerle



# Calhoun, Collister & Parham, Inc.

*Real Estate Appraisers & Consultants*

**Jacksonville Office**

10151 Deerwood Park Boulevard  
Building 200, Suite 250  
Jacksonville, Florida 32256-0557  
Phone: (904) 764-0200  
Toll Free: (800) 280-8140  
Fax: (904) 764-4006

**Tampa Office**

10014 N. Dale Mabry Highway  
Suite 201  
Tampa, Florida 33618-4426  
Phone: (813) 961-8300  
Toll Free: (800) 280-8140  
Fax: (813) 962-6363

**West Palm Beach Office**

777 South Flagler Drive  
Suite 800 - West Tower  
West Palm Beach, Florida 33401  
Phone: (561) 909-3176  
Toll Free: (800) 280-8140  
Fax: (561) 909-3177

Remit to: Tampa Office

January 03, 2017

Gordon H. Harris  
Harris Harris Bauerle Ziegler Lopez  
1201 E. Robinson Street  
Orlando, FL 32801

**OWNER:** REID, DARRELL D & KATIE J  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE  
**FILE NO:** 4737

---

## INVOICE

---

<u>NAME</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>SUBTOTAL</u>
PARHAM	29.50	\$225.00	\$6,637
MEYERS	59.00	\$165.00	\$9,735
COTHRON	20.25	\$110.00	\$2,227
<b>TOTAL INVOICE AMOUNT</b>			<b>\$18,599</b>

Sincerely,

Richard H. Parham  
Partner

EXHIBIT "D"

**OWNER:** REID, DARRELL D & KATIE J  
**FILE NO:** 4737  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE

**PARHAM**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
02/17/14	PREPARE FOR THEN MEET WITH CLIENT TO DISCUSS SUBJECT PROPERTY. CONDUCT PHYSICAL INSPECTION OF SUBJECT PROPERTY TAKING PHOTOGRAPHS, NOTES AND MEASUREMENTS OF ALL IMPROVEMENTS. LAYOUT TAKING LINE AND PERFORM PRELIMINARY ANALYSIS OF IMPACT OF TAKING ON REMAINDER PROPERTY. INSPECT MARKET AREA.	3.25
04/23/14	CONDUCT ANALYSIS ON FACTUAL INFORMATION ON SUBJECT PROPERTY. PREPARE FOR FIELD WORK TOMORROW.	1.75
04/24/14	CONDUCT INSPECTION OF POTENTIAL COMPARABLE SALES AND MARKET AREA.	3.50
06/02/14	CONDUCT ANALYSIS OF VALUATION ISSUES AND PREPARE FOR AND CONDUCT CONFERENCE CALL WITH CLIENT.	3.50
06/25/14	CONDUCT ANALYSIS OF POTENTIAL COMPARABLE SALES.	3.75
07/07/14	CONDUCT VALUATION ANALYSIS. ASSESS IMPACT OF TAKING ON REMAINDER.	5.25
03/18/15	CONDUCT VALUATION ANALYSIS. ASSESS IMPACT OF TAKING ON REMAINDER PROPERTY.	1.75
03/19/15	SALES AND COMPARISON TO SUBJECT PROPERTY. REVIEW DRAFT APPRAISAL REPORT.	2.00
03/31/15	CONDUCT ANALYSIS OF UPDATED SALES INFORMATION. CONDUCT DAMAGE ANALYSIS AND ASSESS IMPACT OF TAKING ON REMAINDER PROPERTY.	2.00
04/01/15	CONDUCT ANALYSIS OF POTENTIAL COMPARABLE SALES. WORK ON VALUATION ANALYSIS.	1.75
10/04/16	REVIEW APPRAISAL.	1.00
	<b>TOTAL HOURS</b>	<b>29.50</b>

**OWNER:** REID, DARRELL D & KATIE J  
**FILE NO:** 4737  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE

**MEYERS**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
01/24/14	CONDUCTED SUBJECT RESEARCH. READ THROUGH CONDEMNOR APPRAISAL REPORT.	1.75
01/30/14	CONDUCTED COMPARABLE LAND SALES RESEARCH.	2.00
02/12/14	REVIEWED RESEARCHED COMPARABLE LAND AND IMPROVED SALES. PREPARED COMPARABLE LAND SALES SPREADSHEETS FOR INSPECTIONS.	2.50
02/17/14	PREPARED FOR AND CONDUCTED SUBJECT INSPECTION. INTERVIEWED PROPERTY OWNER, TOOK PHOTOGRAPHS, AND FIELD NOTES. INSPECTED SUBJECT MARKET AREA.	4.50
04/16/14	ANALYZED HIGHEST AND BEST USE BEFORE AND AFTER. REVIEWED COMPARABLE LAND SALES. REVIEWED VARIOUS SUBJECT LEASES AND PREPARED SUMMARY OF LEASES. REVIEWED ROAD PROJECT AND TAKING.	3.50
04/21/14	RESEARCHED COMPARABLE RENTALS IN ORANGE COUNTY.	2.50
04/24/14	PREPARED FOR AND CONDUCTED PHYSICAL INSPECTION OF COMPARABLE LAND SALES AND IMPROVED SALES IN ORANGE COUNTY.	4.00
07/07/14	RESEARCHED COMPARABLE LOT RENTAL RATES.	2.00
07/08/14	REVIEWED LEASES, ANALYZED RENTAL DATA, CREATED SPREADSHEET AND SENT CLIENT PERTINENT INFORMATION.	4.50
03/10/15	UPDATED COMPARABLE LAND SALES RESEARCH. PREPARED FOR AND ATTENDED CONFERENCE CALL WITH CLIENT.	2.50
03/11/15	RESEARCHED SUBJECT'S ZONING AND LAND USE DESIGNATIONS. PREPARED SUBJECT EXHIBITS AND NON-VALUATION SECTIONS OF THE APPRAISAL REPORT.	2.75
03/12/15	PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT. RESEARCHED SALES AND PREPARED SALE WRITE-UPS.	2.50
03/15/15	PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORTS.	2.00
03/16/15	PREPARED SUBJECT EXHIBITS.	1.75
03/17/15	PREPARED NON-VALUATION SECTIONS OF THE REPORT.	1.75
03/18/15	VERIFICATION OF COMPARABLE SALES. PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT. PREPARED FOR AND ATTENDED CONFERENCE CALL WITH CLIENT.	4.00
03/19/15	PREPARED COMPARABLE LAND SALE WRITE-UPS. PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT.	5.00
10/04/16	FINALIZED APPRAISAL REPORT AND SENT TO CLIENT.	2.00
12/19/16	ASSISTED WITH MEDIATION PREPARATION.	2.00

**OWNER:** REID, DARRELL D & KATIE J  
**FILE NO:** 4737  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE

**MEYERS**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
12/20/16	RESEARCHED COMPARABLE LAND SALES AND SUBJECT RENTAL CONTRACTS.	3.25
12/21/16	REVIEWED VARIOUS EXPRESSWAY STUDIES AND ASSISTED WITH MEDIATION PREPARATION.	1.50
01/03/17	ASSISTED WITH MEDIATION PREPARATION.	0.75
	<b>TOTAL HOURS</b>	<b>59.00</b>

**OWNER:** REID, DARRELL D & KATIE J  
**FILE NO:** 4737  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE

**COTHRON**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
02/04/14	RESEARCHED LAND SALES IN THE SUBJECT MARKET AREA.	2.50
02/05/14	UPDATED LAND SALES RESEARCH IN THE SUBJECTS MARKET AREA. CREATED SALES SPREADSHEETS AND MAPS.	3.00
02/12/14	RESEARCHED BACKUP DATA FOR THE MARKET AREA. CREATED UPDATED SALES AND SUBJECT MAPS.	2.50
03/19/15	CONDUCTED SALE VERIFICATION CALLS, CREATED SALE WRITE-UPS FOR VACANT LAND SALES.	4.25
03/20/15	CONDUCTED SALE VERIFICATION CALLS, CREATED NEW SALE WRITE-UPS, VERIFIED ZONING AND FUTURE LAND USE ON LAND SALE.	2.25
05/05/15	UPDATED SALE WRITE-UPS AND VERIFICATION CALLS. CREATED MAPS AND EXHIBITS.	2.50
05/07/15	CONDUCTED SALE VERIFICATION CALLS ON NEW SALES, CREATED NEW WRITE-UPS, MAPS AND EXHIBITS. VERIFIED ZONING AND FUTURE LAND USE. UPDATED SALES MAPS AND SPREADSHEETS.	3.25
	<b>TOTAL HOURS</b>	<b>20.25</b>



**CONSENT AGENDA ITEM**

**#14**



# MEMORANDUM

TO: Central Florida Expressway Authority Board Members      CLIENT-MATTER NO.: 19125.0083

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: January 23, 2017

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 167  
Proposed Mediated Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval by the CFX Board of a proposed mediated settlement between Damen Reid, (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 167 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

## DESCRIPTION AND BACKGROUND

Parcel 167 ("Subject Property") is a fee simple acquisition of 2.952 acres from a 5-acre tract, located on Plymouth Sorrento Road in Orange County, Florida. The property is improved with a 1,742 sf single-family residence, a detached 900 sf carport/workshop, septic system, well, hog wire fence, metal gate and landscaping consisting of grass and trees. In the after condition, the remainder consists of two non-contiguous parcels of land containing 1.915 acres ("Northern remainder") and a 0.130 acre parcel ("Southern remainder") located 673 feet west of Plymouth Sorrento Road, adjacent to an existing right-of-way which provides access to Plymouth Sorrento Road.

The Property is zoned A-1, Citrus Rural District by Orange County which provides for residential and agricultural uses. The future land use designation is rural/agricultural. The highest and best use of the property as vacant was determined to be for future residential development. The highest and best use of the site as improved is for continued use of the existing improvements as a single-family residence until the demand for residential development of the site is warranted.

The CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources Orlando. Mr. Starkey used a sales comparison approach to estimate the value of the land of the Subject Property. In estimating the land value of the Subject Property,

Mr. Starkey used four (4) comparable sales with an adjusted range of \$26,400 to \$27,600 per acre, to arrive at a concluded value of \$27,000 per acre. Mr. Starkey used Marshall Valuation Service to estimate the replacement cost of the improvements on the subject property. Mr. Starkey concluded the replacement cost new of the overall improvements to the property, including site improvements, indirect costs, and entrepreneurial profit totaled \$184,124. After depreciation totaling \$52,526, Mr. Starkey opined the depreciated replacement cost of the improvements was \$131,600. Mr. Starkey also used three (3) comparable sales of single-family residences ranging in price from \$77.38 to \$125.32 per sf to arrive at a square footage value of \$110, providing an indicated value of \$191,600. Mr. Starkey reconciled the cost approach and sales comparison approach to conclude a reconciled value of the entire property and improvements of \$220,000 (\$118,200 for improvements and \$101,800 for land). Based on the reconciled valuation, Mr. Starkey opined the value of the taking is \$220,000 (\$79,700 for the land and \$118,200 for the improvements taken, and severance damages of \$19,950 [Northern and Southern remainder]).

Richard H. Parham of Calhoun, Collister & Parham, Inc., prepared the appraisal report for the Respondent. Mr. Parham utilized four (4) comparable land sales ranging in price of \$28,253 to \$72,464 per acre to arrive at a value of \$40,000 per acre or \$220,600 for the land taken. Mr. Parham used Marshall and Swift Valuation Service to determine the replacement cost new of the improvements at \$155,189, plus soft costs and site improvement of \$7,759, or a total of \$162,948 as the total replacement cost. Mr. Parham then added entrepreneurial profit of 10% (\$16,295) and subtracted depreciation at 10% (\$17,924) to arrive at a depreciated value of the subject improvements of \$161,300. Mr. Parham also applied the sales comparison approach, using 4 comparable sales range in price from \$102 to \$138 per sf. Based on these comparable sales, Mr. Parham opined the value of the 1,742 sf single-family residence should be \$130 per sf or \$226,500. Mr. Parham valued the surplus land at \$80,000, but with the northern remainder no longer having access from the public right-of-way, the property becomes two non-contiguous properties. Therefore, Mr. Parham reconciled the remainder at a nominal value of \$500. Mr. Parham values the total compensation due the owner at \$329,500 (\$118,00 for the land, \$130,000 for the improvements taken, and \$81,500 for severance damages).

At mediation on January 4, 2017, Kurt Bauerle, counsel for Mr. Reid, argued several issues including Integra's appraisal report update identified a 39% increase in property values since July 2011, however he made no subsequent upward adjustments to account for these market conditions, and the depreciation for the improvements was improperly used, as the residence was a modular home (not a manufactured home) whose depreciation schedule is 50 to 55 years, not 25 to 30 for manufactured. Additionally, Parham identified a recent sale of a parcel contiguous to the adjacent Parcel to 167 that confirms the significant increase in market value year over year.

Trial of this matter was scheduled to begin on April 10, 2017, and the parties agreed to mediation prior to completion of extensive pre-trial discovery. During mediation, the parties were able to reach a settlement in the amount of \$274,000 as full settlement of all claims for compensation by the property owner, plus attorney's fees and costs totaling \$28,347, plus expert fees and costs totaling \$15,435.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the mediated settlement in the amount of \$317,782, including attorney's fees and costs and experts fees and costs, 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 167.

At its January 25, 2017 meeting, the CFX Right-of-Way Committee voted to recommend approval of the mediated settlement agreement to the CFX Board.

### **RECOMMENDATION**

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$317,782 in full settlement of all claims for compensation in the acquisition of Parcel 167, including all attorney's fees and costs and all experts' fees and costs.

### **ATTACHMENTS**

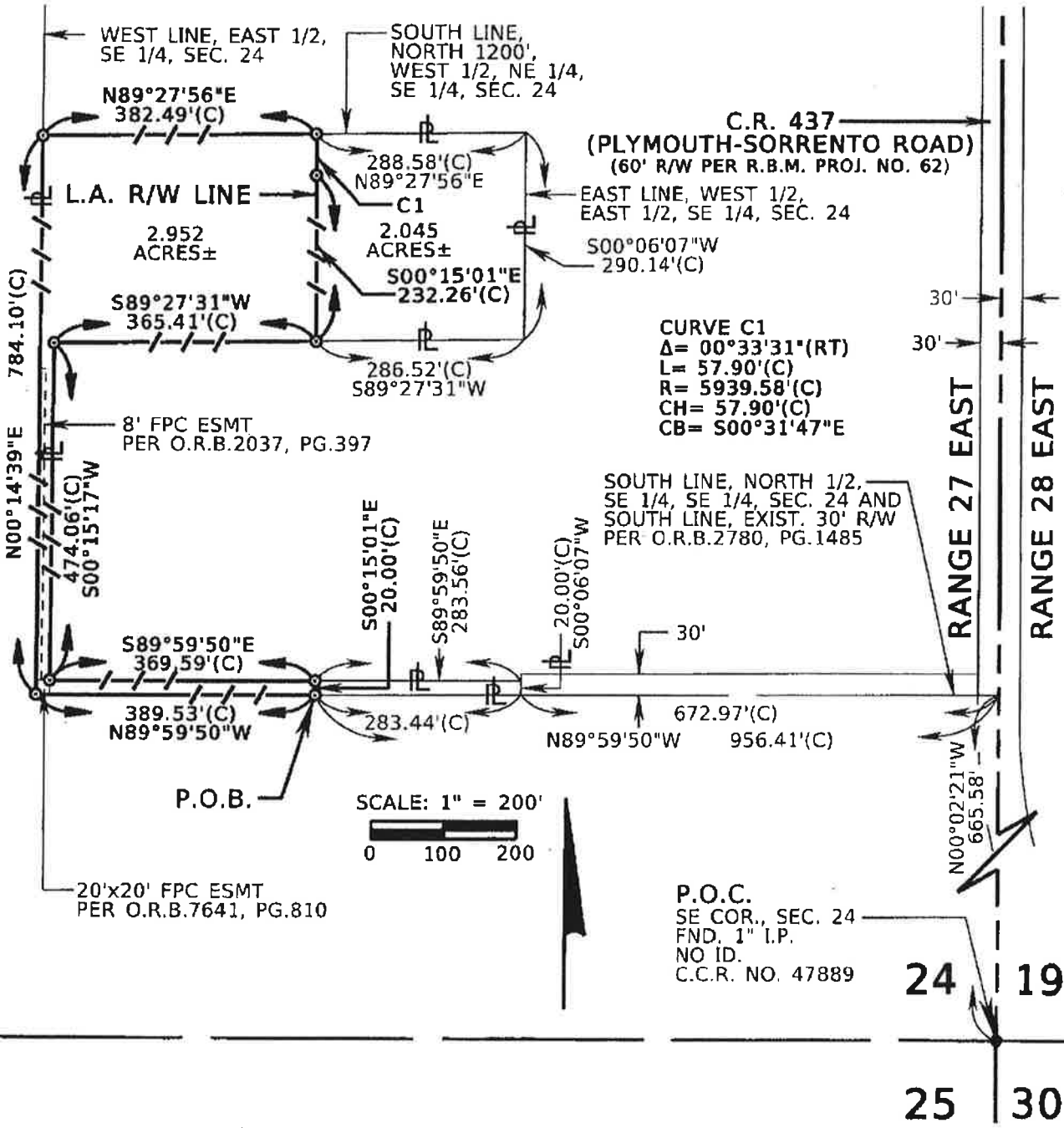
- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Mediated Settlement Agreement – Parcel 167
- Exhibit "D" – Experts Invoices

Reviewed by: \_\_\_\_\_

  
General Counsel

ORLDOCS 15176402 |

BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING N00°02'21"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.927, FLORIDA STATUTES.

*W. E. Bird, P. 20* 5/16/13 DATE  
WILLIAM E. BIRD, P. 20  
LICENSE NUMBER 5472

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

CERTIFICATION OF AUTHORIZATION No. LB 1221



SKETCH OF DESCRIPTION.  
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)  
ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
ORANGE COUNTY, FLORIDA

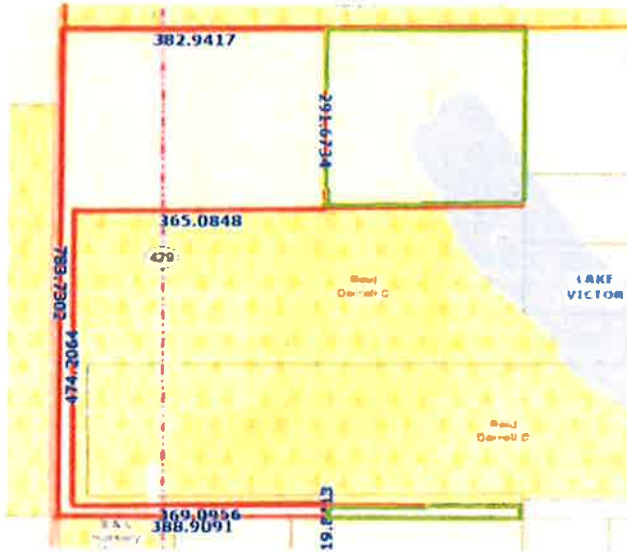
PARCEL  
167

SCALE: 1" = 200'

SHEET 2 OF 2



**Subject Property (Parent Tract)**

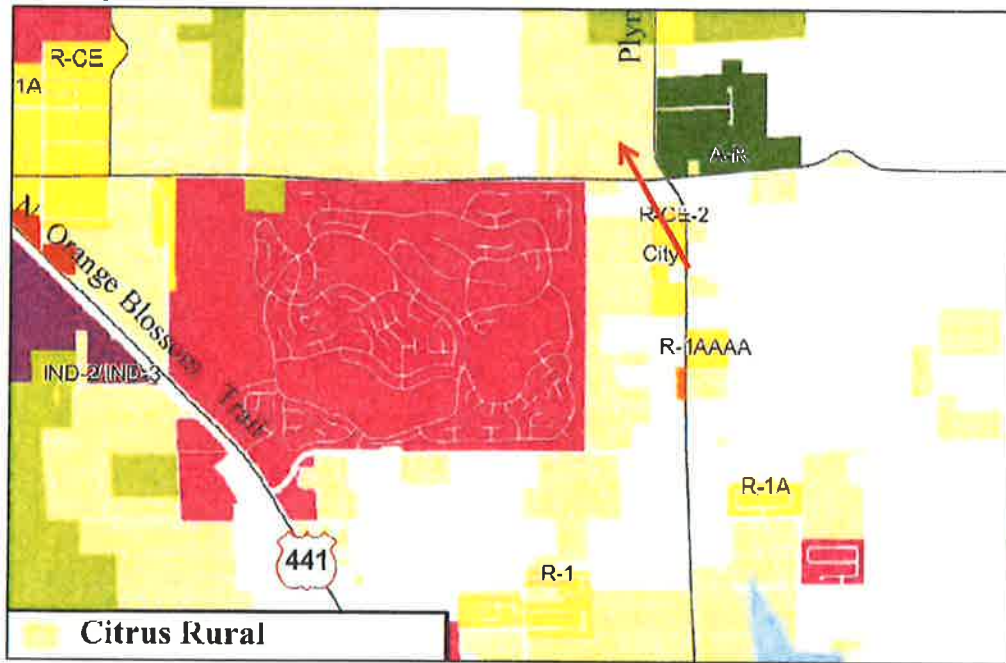


**Taking (Outlined in Red)**

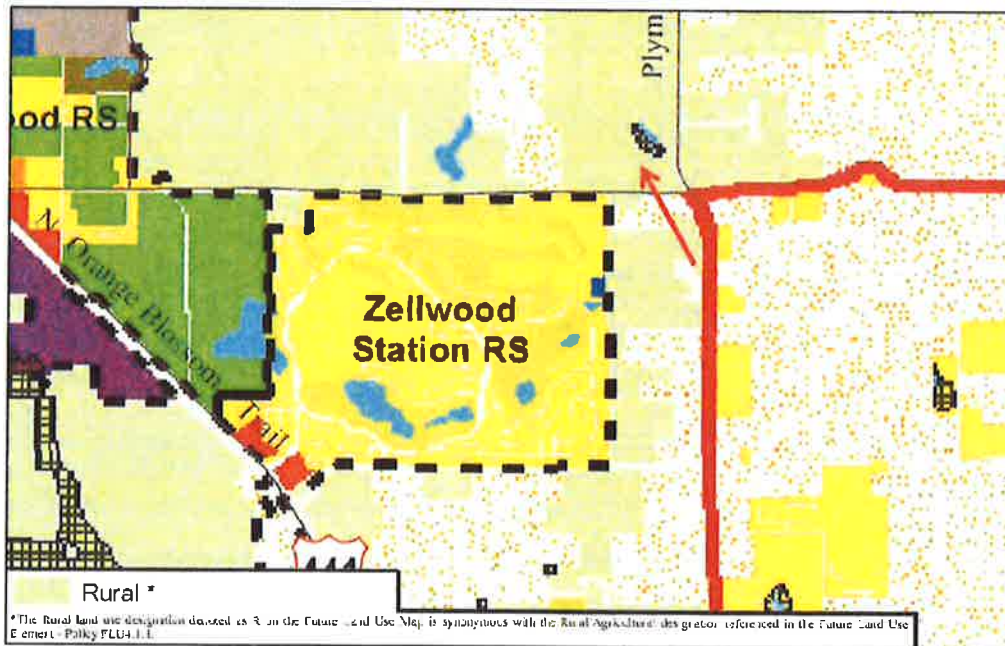
**Wekiva Parkway Project 429-203(1B) Parcel 167**  
3100 Plymouth Sorrento Road  
Apopka, Florida



### Zoning Map



### Future Land Use Map



\*See map footnote



Facing south – Entrance drive into subject/gate  
(Photo Taken on July 11, 2013)



Facing east along right-of-way access  
(Photo Taken on July 11, 2013)



Northern elevation of larger modular home  
(Photo Taken on July 11, 2013)



View of larger modular home, facing southeast  
(Photo Taken on July 11, 2013)



View of carport/ work shed  
(Photo Taken on July 11, 2013)



Western elevation of larger modular home  
(Photo Taken on July 11, 2013)





View of kitchen/dining room  
(Photo Taken on July 11, 2013)



View of master bathroom  
property (Photo Taken on July 11, 2013)



Typical view of bedroom  
(Photo Taken on July 11, 2013)



View of living room  
(Photo Taken on July 11, 2013)



View of Northern Remainder  
(Photo Taken on July 11, 2013)



View of Southern Remainder  
(Photo Taken on July 11, 2013)

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

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

CASE NO: 2014-CA-003698-0

Subdivision 39

Petitioner,

Parcel 167

vs.

DARRELL D. REID, KATIE J. REID, his wife,  
DARRELL REID d/b/a Happy et. al.  
Hills; DAMEN REID,  
Respondent(s).

**MEDIATED SETTLEMENT AGREEMENT**

At the Mediation Conference held on Jan. 4, 2017, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), DAMEN REID

(referred to as "Respondent") the sum of TWO HUNDRED SEVENTY-FOUR THOUSAND Dollars exactly (\$274,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 167, 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 TWO HUNDRED TWENTY THOUSAND Dollars (\$220,000.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of FIFTY-FOUR THOUSAND DOLLARS. Dollars exactly (\$54,000.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of TWENTY-EIGHT THOUSAND THREE HUNDRED FORTY-SEVEN Dollars (\$28,347) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

**EXHIBIT "C"**

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondent's attorney the sum of FIFTEEN THOUSAND FOUR HUNDRED THIRTY-FIVE Dollars (\$15,435) 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.~~

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.

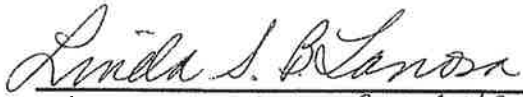
5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

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.

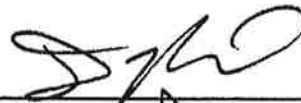
7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 167, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

4<sup>th</sup> 9. This Settlement Agreement, executed by the parties and their counsel on this day of Jan. 2017, ~~2016~~, contains all the agreements of the parties.



Print Name: LINDA S.B. LANOSA  
Central Florida Expressway Authority



Print Name: DAMEN REED  
Owner

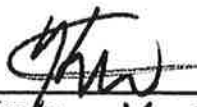


Print Name: David A. Shultz  
Counsel for CFX

Print Name: \_\_\_\_\_  
Owner



Print Name: \_\_\_\_\_  
Mediator



Print Name: Kurt Beusch  
Attorney for Owner



# Calhoun, Collister & Parham, Inc.

*Real Estate Appraisers & Consultants*

Jacksonville Office  
10151 Deerwood Park Boulevard  
Building 200, Suite 250  
Jacksonville, Florida 32256-0557  
Phone: (904) 764-0200  
Toll Free: (800) 280-8140  
Fax: (904) 764-4006

Tampa Office  
10014 N. Dale Mabry Highway  
Suite 201  
Tampa, Florida 33618-4426  
Phone: (813) 961-8300  
Toll Free: (800) 280-8140  
Fax: (813) 962-6363

West Palm Beach Office  
777 South Flegler Drive  
Suite 800 - West Tower  
West Palm Beach, Florida 33401  
Phone: (561) 909-3176  
Toll Free: (800) 280-8140  
Fax: (561) 909-3177

Remit to: Tampa Office

January 03, 2017

Gordon H. Harris  
Harris Harris Bauerle Ziegler Lopez  
1201 E. Robinson Street  
Orlando, FL 32801

**OWNER:** REID, DAMIEN  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE  
**FILE NO:** 4736

---

## INVOICE

---

<u>NAME</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>SUBTOTAL</u>
PARHAM	27.00	\$225.00	\$6,075
MEYERS	55.00	\$165.00	\$9,075
COTHRON	27.25	\$110.00	\$2,997
<b>TOTAL INVOICE AMOUNT</b>			<b>\$18,147</b>

Sincerely,

Richard H. Parham  
Partner

EXHIBIT "D"

**OWNER:** REID, DAMIEN  
**FILE NO:** 4736  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE

**PARHAM**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
01/24/14	CONDUCT ANALYSIS OF DATA.	1.75
02/17/14	PREPARE FOR THEN MEET WITH CLIENT TO DISCUSS SUBJECT PROPERTY. CONDUCT PHYSICAL INSPECTION OF SUBJECT PROPERTY TAKING PHOTOGRAPHS, NOTES AND MEASUREMENTS OF ALL IMPROVEMENTS. LAYOUT TAKING LINE AND PERFORM PRELIMINARY ANALYSIS OF IMPACT OF TAKING ON REMAINDER PROPERTY. INSPECT MARKET AREA.	3.25
04/23/14	CONDUCT ANALYSIS ON FACTUAL INFORMATION ON SUBJECT PROPERTY. PREPARE FOR FIELD WORK TOMORROW.	1.75
04/24/14	CONDUCT INSPECTION OF POTENTIAL COMPARABLE SALES AND MARKET AREA.	3.50
06/11/14	ANALYSIS OF FACTUAL DATA AND RESEARCH. PREPARE FOR AND ATTEND MEETING.	3.75
03/11/15	CONDUCT ANALYSIS OF POTENTIAL COMPARABLE LAND SALES, IMPROVED SALES AND ASSESS IMPACT OF TAKING ON REMAINDER PROPERTY. PREPARE FOR AND CONDUCT A CONFERENCE CALL WITH KIRK BAUERLE TO DISCUSS THE SAME. AFTER CONFERENCE CALL CONDUCT ADDITIONAL ANALYSIS AND SPEAK WITH KIRK AGAIN IN THE AFTERNOON.	5.50
03/18/15	CONDUCT VALUATION ANALYSIS. ASSESS IMPACT OF TAKING ON REMAINDER PROPERTY.	1.75
03/19/15	CONDUCT VALUATION ANALYSIS. ANALYSIS OF COMPARABLE SALES AND COMPARISON TO SUBJECT PROPERTY. REVIEW DRAFT APPRAISAL REPORT.	2.00
03/31/15	CONDUCT ANALYSIS OF UPDATED SALES INFORMATION. CONDUCT DAMAGE ANALYSIS AND ASSESS IMPACT OF TAKING ON REMAINDER PROPERTY.	2.00
04/01/15	CONDUCT ANALYSIS OF POTENTIAL COMPARABLE SALES. WORK ON VALUATION ANALYSIS.	1.75
	<b>TOTAL HOURS</b>	<b>27.00</b>

**OWNER:** REID, DAMIEN  
**FILE NO:** 4736  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE

**MEYERS**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
01/24/14	CONDUCTED SUBJECT RESEARCH. READ THROUGH CONDEMNOR APPRAISAL REPORT.	1.75
01/30/14	CONDUCTED COMPARABLE LAND SALES RESEARCH.	2.00
02/12/14	REVIEWED COMPARABLE LAND AND IMPROVED SALES. PREPARED COMPARABLE LAND SALES SPREADSHEETS FOR INSPECTIONS.	2.50
02/17/14	PREPARED FOR AND CONDUCTED SUBJECT INSPECTION. INTERVIEWED PROPERTY OWNER, TOOK PHOTOGRAPHS, AND FIELD NOTES. INSPECTED SUBJECT MARKET AREA.	4.50
04/16/14	ANALYZED HIGHEST AND BEST USE BEFORE AND AFTER. REVIEWED ROAD PROJECT INFORMATION AND TAKINGS.	1.50
04/24/14	PREPARED FOR AND CONDUCTED PHYSICAL INSPECTION OF COMPARABLE LAND SALES AND IMPROVED SALES IN ORANGE COUNTY.	4.00
06/11/14	RESEARCHED CASE MATTERS. PREPARED FOR AND ATTENDED CONFERENCE CALL. SENT CLIENT PERTINENT DATA.	1.50
03/10/15	UPDATED COMPARABLE LAND SALES RESEARCH. PREPARED FOR AND ATTENDED CONFERENCE CALL WITH CLIENT.	2.50
03/11/15	RESEARCHED SUBJECT'S ZONING AND LAND USE DESIGNATIONS. PREPARED SUBJECT EXHIBITS AND NON-VALUATION SECTIONS OF THE APPRAISAL REPORT.	3.50
03/12/15	REVIEWED MARSHALL & SWIFT RESIDENTIAL HANDBOOK. REVIEWED COST NEW AND DEPRECIATION TABLES.	4.00
03/15/15	PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORTS.	2.00
03/16/15	PREPARED SUBJECT EXHIBITS.	1.75
03/17/15	PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT.	3.00
03/18/15	VERIFICATION OF COMPARABLE LAND SALES. PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT. PREPARED FOR AND ATTENDED CONFERENCE CALL WITH CLIENT.	4.00
03/19/15	PREPARED COMPARABLE LAND SALE WRITE-UPS. PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT.	4.50
03/20/15	VERIFICATION OF COMPARABLE SALES AND PREPARED SALE WRITE-UPS.	1.50
04/29/15	PREPARED FINAL APPRAISAL REPORT AND SENT CLIENT COPY OF REPORT.	2.50
12/19/16	ASSISTED WITH MEDIATION PREPARATION.	2.00

**MEYERS**

**OWNER:** REID, DAMIEN  
**FILE NO:** 4736  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
12/20/16	RESEARCHED COMPARABLE LAND AND IMPROVED SALES. REVIEWED MARSHALL AND SWIFT RESIDENTIAL HANDBOOK LIFE EXPECTANCY AND DEPRECIATION TABLES.	3.75
12/21/16	REVIEWED VARIOUS EXPRESSWAY STUDIES AND ASSISTED WITH MEDIATION PREPARATION.	1.50
01/03/17	ASSISTED WITH MEDIATION PREPARATION.	0.75
	<b>TOTAL HOURS</b>	<b>55.00</b>



**OWNER:** REID, DAMIEN  
**FILE NO:** 4736  
**PROJECT:** WEKIVA PKWY  
**COUNTY:** ORANGE

**COTHRON**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
02/04/14	RESEARCHED LAND SALES IN THE SUBJECT MARKET AREA .	2.25
02/06/14	RESEARCHED IMPROVED SALES IN THE SUBJECTS MARKET AREA. FOR THE REID PROPERTIES.	3.75
02/07/14	UPDATED VACANT LAND SALES RESEARCH FOR REID PROPERTIES.	4.25
02/11/14	MAPPED OUT LAND SALES AND RESEARCHED BACKUP DATA FOR THE MARKET AREA.	2.50
02/12/14	MAPPED OUT IMPROVED SALES AND GATHERED BACKUP DATA FOR THE MARKET AREA.	2.50
03/18/15	CONDUCTED SALE VERIFICATION CALLS ON IMPROVED RESIDENTIAL SALES IN THE SUBJECTS MARKET AREA.	3.25
03/20/15	CONDUCTED SALE VERIFICATION CALLS. DEVELOPED SALE WRITE-UPS AND EXHIBITS. VERIFIED ZONING AND FUTURE LAND USES.	1.25
05/05/15	VERIFIED ZONING AND FUTURE LAND USE. UPDATED SALE WRITE-UPS. CREATED MAPS AND EXHIBITS.	2.25
05/06/15	CONDUCTED SALE VERIFICATION CALLS. UPDATED SALE WRITE-UPS AND EXHIBITS. CREATED NEW IMPROVED SALES MAPS.	3.75
05/07/15	CONDUCTED SALE VERIFICATION CALLS AND CREATED NEW WRITE-UPS, MAPS AND EXHIBITS FOR NEW IMPROVED SALES.	1.50
	<b>TOTAL HOURS</b>	<b>27.25</b>

**CONSENT AGENDA ITEM**

**#15**



## MEMORANDUM

TO: Central Florida Expressway Authority Board Members CLIENT-MATTER NO.: 19125.0083  
FROM: David A. Shontz, Esq., Right-of-Way Counsel  
DATE: January 23, 2017  
RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 166 – Howard Riley  
Proposed Mediated Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval by the CFX Board of a proposed mediated settlement between Howard Riley dba The Rat Guy, (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of leasehold improvements located on Parcel 166 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

### DESCRIPTION AND BACKGROUND

Howard Riley dba The Rat Guy, was a tenant on Parcel 166 ("Subject Property") from which 4.014 acres was acquired for construction of the Wekiva Parkway, Section 429-203. During his approximate 4-year tenancy, Mr. Riley constructed a rodent-breeding facility consisting of two (2) mobile trailer homes over which was built a 1,750 sf wooden frame pole barn. The facility includes dirt floors, open sides and a metal roof, plumbing, electrical, and contained cages for containment of the rats which were sold as reptile food. Mr. Riley additionally had a metal shed used as the actual breeding facility for the rats.

The CFX's appraisal of Parcel 166 was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources Orlando which included no contributory value for the improvements which were subsequently determined to be owned by Mr. Riley. Approximately one (1) week before the Order of Taking hearing in this matter, David Holloway, counsel for Mr. Riley, advised that Mr. Riley had tenant-owned improvements on the subject property that were not valued, and threatened to attempt to defeat the Order of Taking. Accordingly, Mr. Starkey was instructed to prepare an addendum to his report. He used Marshall Valuation Service to estimate the depreciated replacement cost of the 1,750 sf pole barn, without including in his estimate the 2 mobile trailer homes because they were considered non-permanent structures, capable of being moved. The effective age of the improvements was estimated to be 12 years and the economic

life of the improvements was estimated to be 25 years, providing the depreciation rate of 48% for the structure. The estimated replacement cost new of the structure, including indirect costs and entrepreneurial profit was \$24,371; the 48% depreciation was \$11,698, providing an indicated value of \$12,700 for the pole barn.

Bradley J. Pierson of Pierson Appraisal Group provided an appraisal of contributory improvements on behalf of Mr. Riley. Mr. Pierson considered the tenant improvements and equipment, including the electric and water service, metal sinks and racks, a small metal shed, an 8' x 12' metal trailer, wood steps and decking, and one of two metal pole structures, as a "functional unit" for the rodent-breeding facility. Additionally, Mr. Pierson indicated the actual age of the improvements is 4 years, based upon when Mr. Riley actually constructed the facility, and the average estimated effective age as 10 years with a life expectancy of 25 to 35 years. Mr. Pierson valued total reproduction cost of the tenant-owned improvements, including site work, profit, soft costs, legal and engineering costs, permitting and management at \$92,690. Utilizing Marshall Swift, Mr. Pierson opined the improvements should be depreciated at 20% (\$18,540), leaving an indicated value of the entire improvement package by the cost approach of \$74,150.

Although not commonly seen in claims relative to tenant owned improvements, Mr. Holloway's theory of a "functional unit" was created by the New Jersey Supreme Court in 1964 and is recognized under Florida Law. The argument raised by Mr. Holloway and valued by Mr. Pierson was that the rat breeding business was a functional unit and therefore it was worth much while in place but worth little when disassembled.

We certainly disputed the functional unit argument, however it is ultimately a question of fact for the jury to decide and likely would not have been precluded via pre-trial motions. If it was determined that the rat breeding business was a functional unit, the valuation would be the difference between the value of the machinery in place and its salvage value, which is exactly the valuation provided by Mr. Pierson. Alternatively, the cost of disassembling, trucking and reassembling the machinery may be calculated and should not exceed the valuation reached under the first method.

When analyzing what we believed to be the likely lesser valuation of disassembling, trucking and reassembling the rat breeding business, those numbers would likely be in excess of \$53,000. Furthermore, the attorney's fees incurred by Mr. Holloway in prosecution of this matter would fall under §73.092(2), *Florida Statutes*, which provides an hourly basis, in addition to expert's costs.

Trial of this matter was scheduled to begin on April 10, 2017, and the parties agreed to mediation prior to completion of extensive pre-trial discovery. During mediation, the parties were able to reach a settlement in the amount of \$102,000 including all claims related to the improvements and business damages, attorney's fees and costs and experts' fees and costs.

For the above-cited reasons, Right-of-Way counsel requests the Board approve the all-inclusive mediated settlement in the amount of \$102,000 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 the tenant-owned improvements located on Parcel 166.

At its January 25, 2017 meeting, the CFX Right-of-Way Committee voted to recommend approval of the mediated settlement to the CFX Board.

### **RECOMMENDATION**

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$102,000 in full settlement of all claims for compensation in the acquisition of the tenant-owned improvements located on Parcel 166, including all statutory attorney's fees and costs and all experts' fees and costs.

### **ATTACHMENTS**

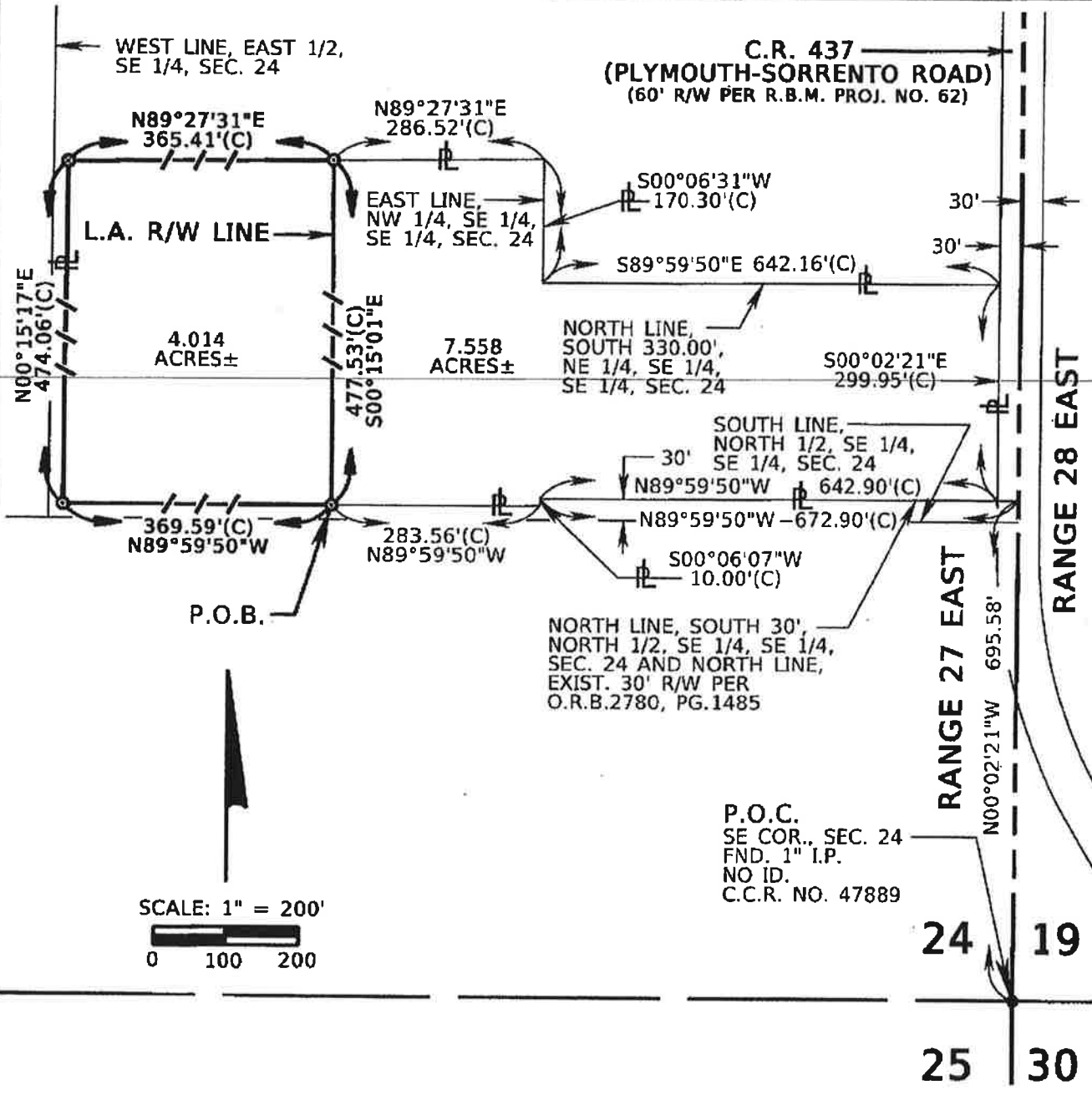
- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Mediated Settlement Agreement – All Inclusive – Parcel 166
- Exhibit "D" – Experts Invoices

Reviewed by: \_\_\_\_\_

  
General Counsel

ORLDOCS 15176393 1

BEARING STRUCTURE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING N00°02'21"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 24, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5117 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*William E. Byrd* 9/16/13  
 WILLIAM E. BYRD, M.S.M. DATE  
 LICENSE NUMBER 3442

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

CERTIFICATION OF AUTHORIZATION No. 18 1221



SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)  
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 ORANGE COUNTY, FLORIDA

PARCEL 166

SCALE: 1" = 200'

SHEET 2 OF 2



**Area of Taking**

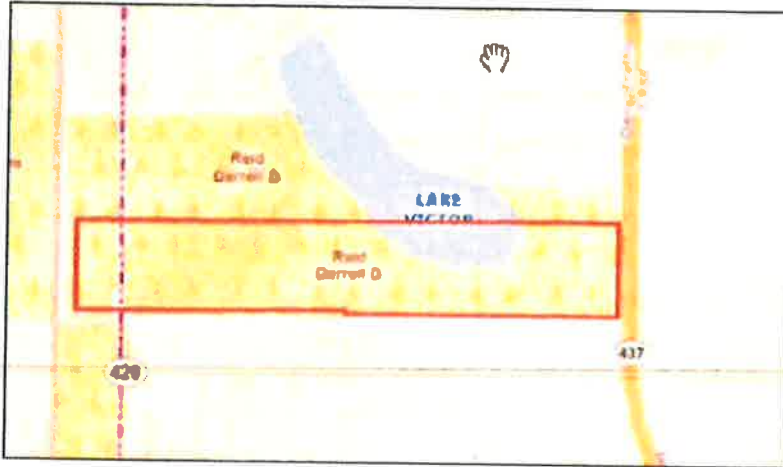


**Parent Tract**

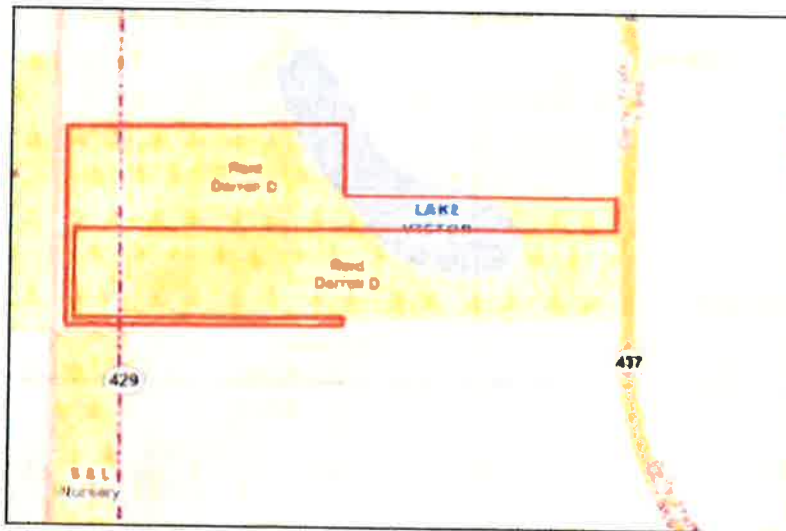
**Wekiva Parkway Project 429-203(1B) Parcel 166**  
3134 Plymouth Sorrento Road  
Apopka, Florida

### Tax Maps

Parcel 24-20-27-0000-00-010



Parcel 24-20-27-0000-00-107

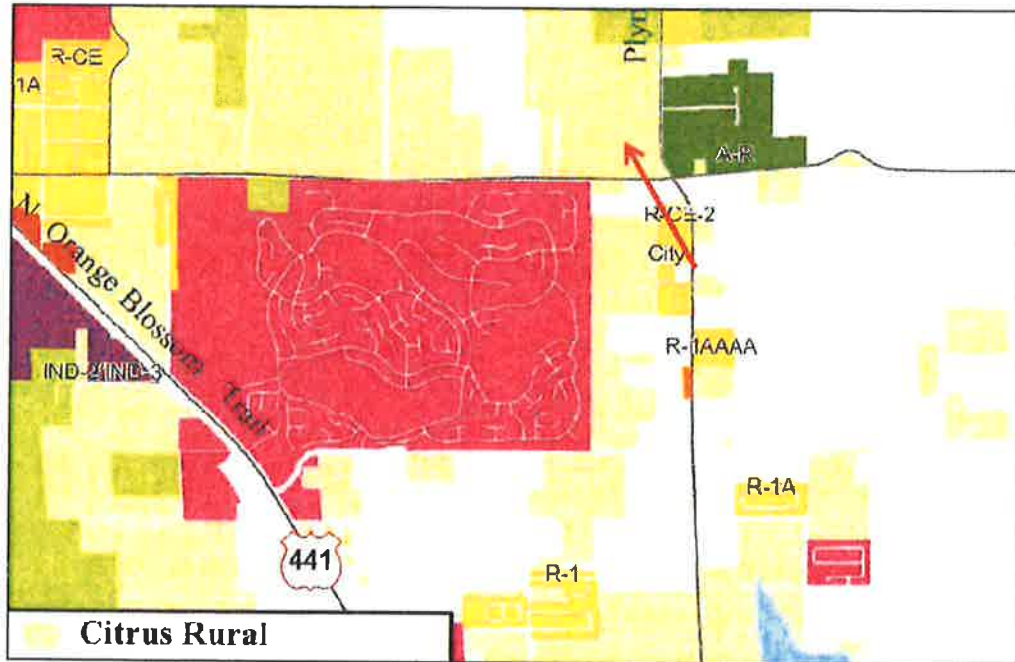




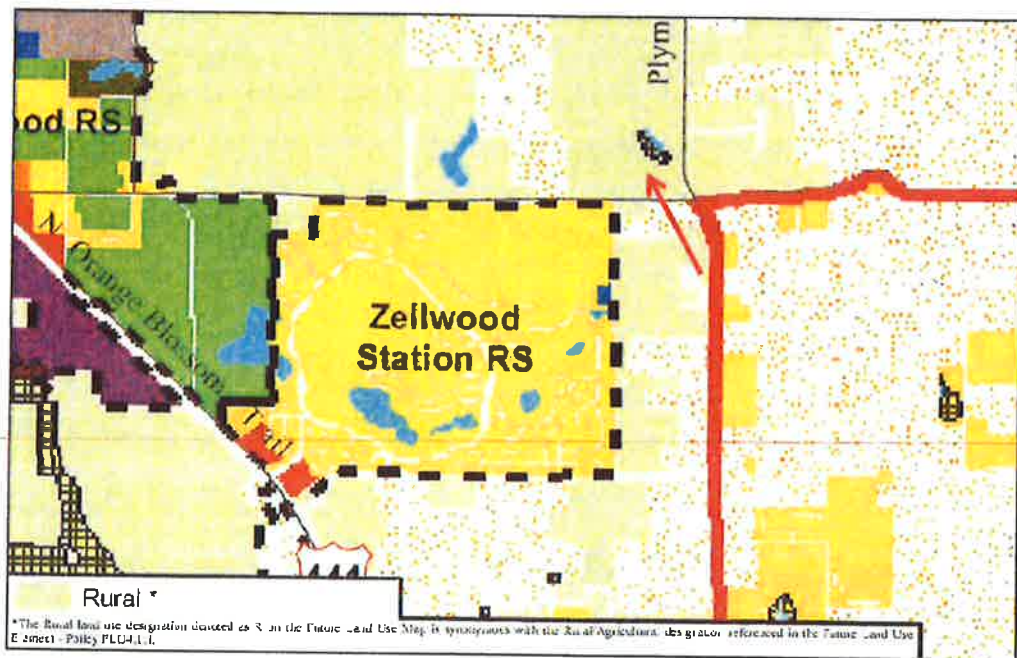
### Aerial Map (Parcels Combined)



### Zoning Map



### Future Land Use Map



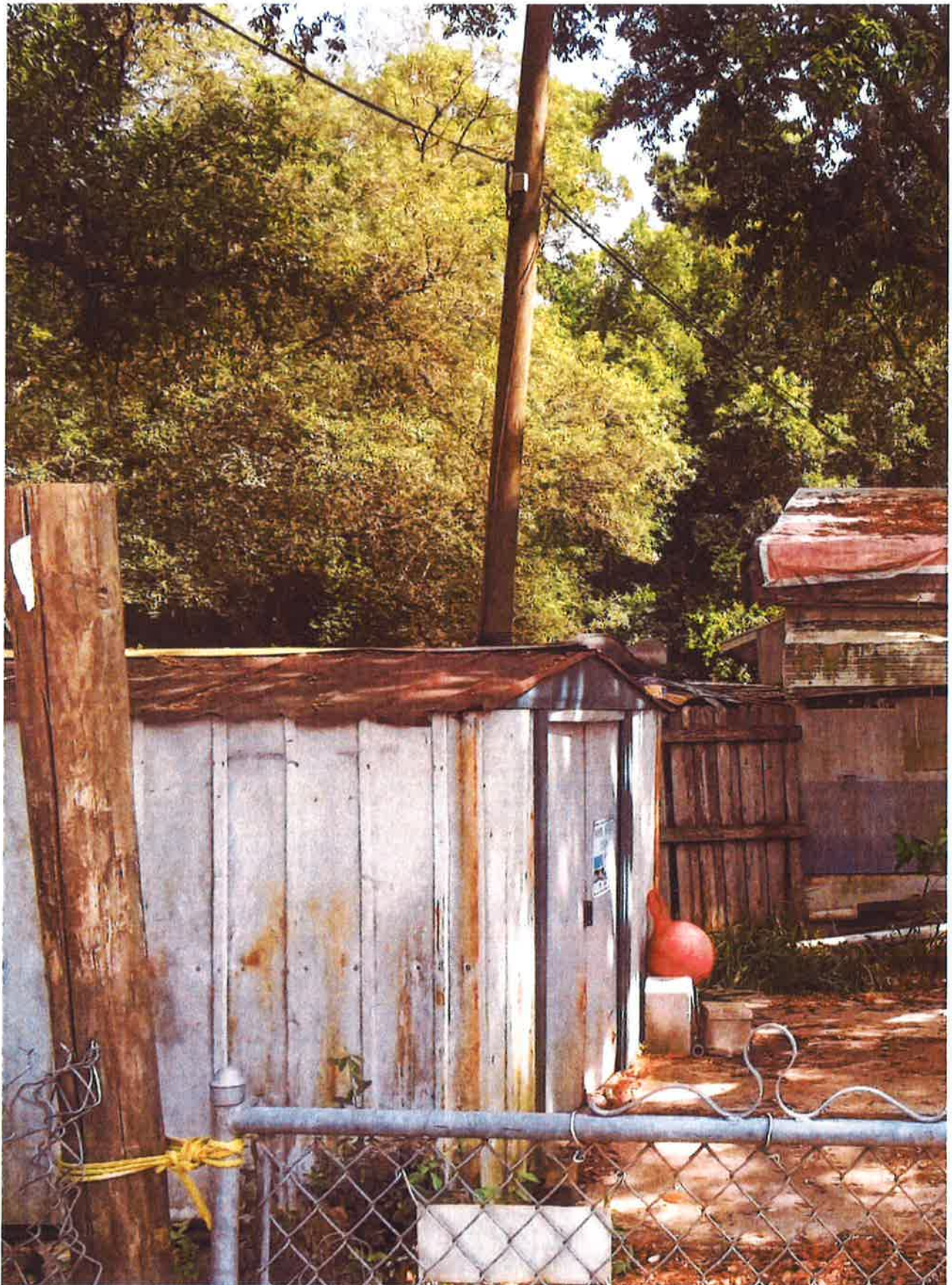
\*See map footnote





**EXHIBIT "B"**



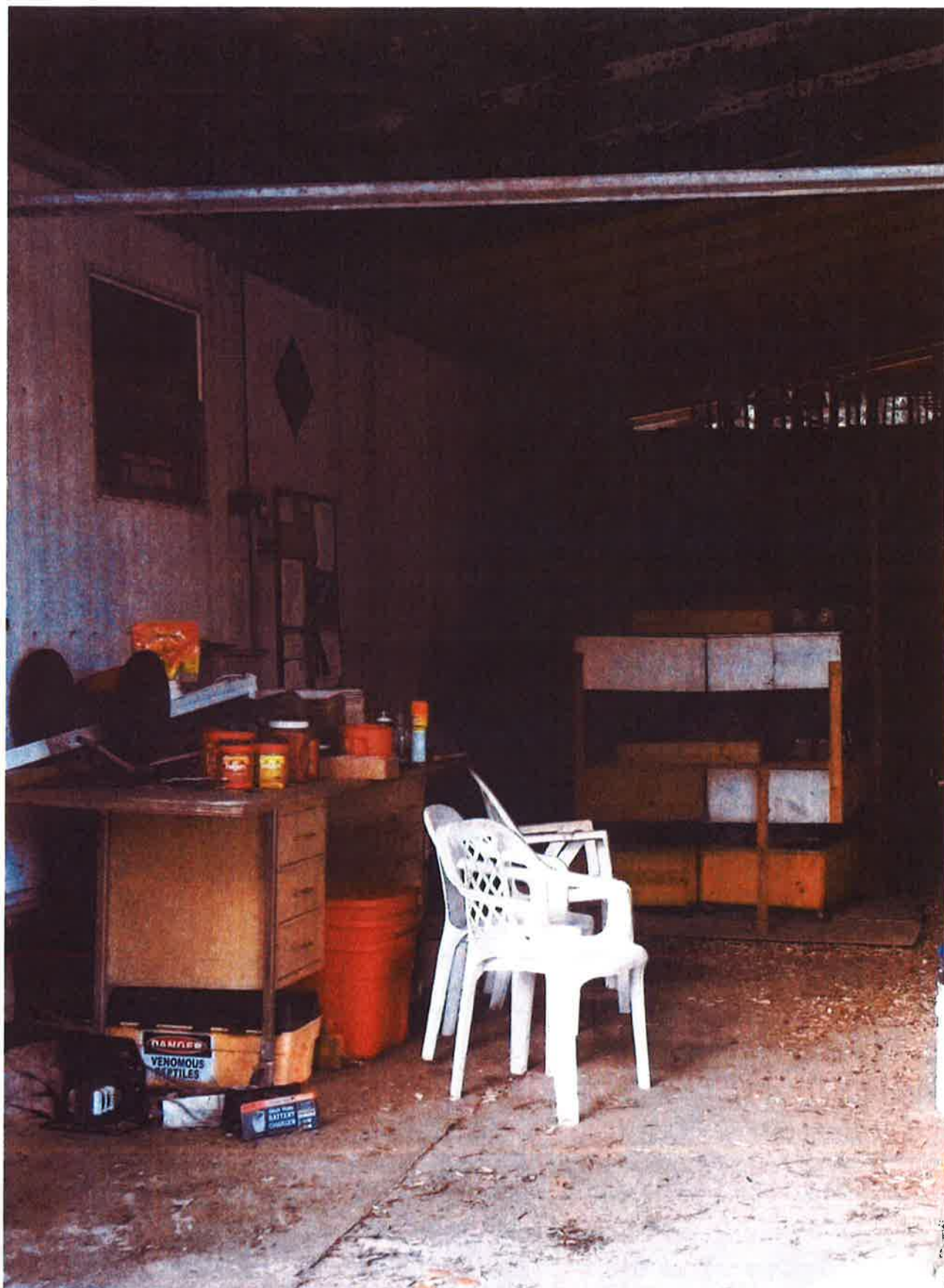


















IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

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

CASE NO: 2014-CA-003698-0

Subdivision 39

Petitioner,

Parcel 166

vs.

DARRELL REID, KATIE J. REID,  
et. al.

Respondent(s).

**MEDIATED SETTLEMENT AGREEMENT (ALL INCLUSIVE)**

At the Mediation Conference held on Jan. 4, 2017,  
Respondent(s), HOWARD RILEY, individually and d/b/a The Rat Guy and  
representatives of the Central Florida Expressway Authority reached the following Settlement  
Agreement:

1. Petitioner will pay to Respondent(s), HOWARD RILEY, individually  
and d/b/a The Rat Guy  
(referred to as "Respondent") the sum of ONE HUNDRED TWO THOUSAND  
Dollars  
exactly (\$ 102,000 ), in full settlement of all claims for compensation from Petitioner  
whatsoever for the taking of Parcel 166, including statutory interest and all  
claims related to real estate and business damages, severance damages, tort damages, attorney's  
fees and litigation costs, expert witness fees, and costs. ~~The settlement sum may be subject to~~  
~~claims of apportionment by any party in this case having a property interest in or a lien on the~~ <sup>per D</sup>  
~~subject property.~~ Petitioner previously deposited in the Registry of the Court Petitioner's good  
faith estimate in the amount of  
TWELVE THOUSAND SEVEN HUNDRED  
Dollars (\$ 12,700 ). 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 EIGHTY-NINE  
THOUSAND THREE HUNDRED Dollars  
exactly (\$ 89,300 ), representing the difference between the total settlement sum  
referenced above and the Petitioner's previous deposit in this case.

2. This Settlement Agreement will be placed on the agenda for the Right of Way  
("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is  
conditioned upon final approval by the ROW Committee and then the CFX Board.

**EXHIBIT "C"**

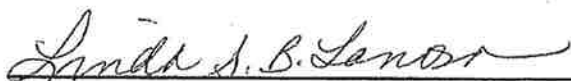
3. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

4. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

5. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

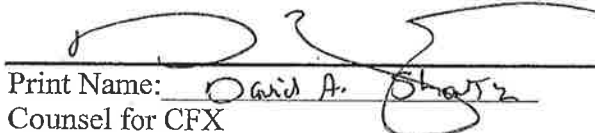
6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 166, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

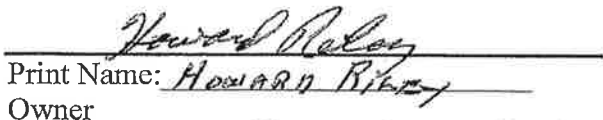
7. This Settlement Agreement, executed by the parties and their counsel on this 4th day of JAN. 2017 ~~2016~~, contains all the agreements of the parties.

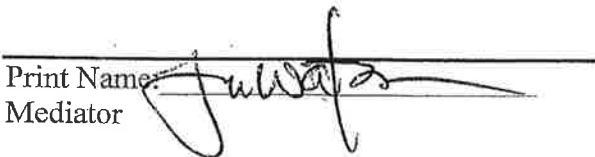


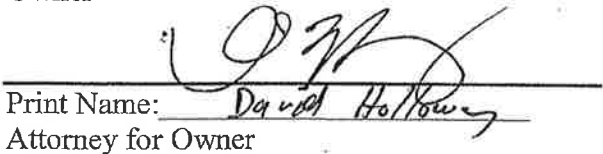
Print Name: LINDA S. B. LANDOSA  
Central Florida Expressway Authority

Print Name: \_\_\_\_\_  
Owner

  
Print Name: David A. Shantz  
Counsel for CFX

  
Print Name: HOWARD RILEY  
Owner

  
Print Name: \_\_\_\_\_  
Mediator

  
Print Name: David Holloway  
Attorney for Owner

**HOWARD RILEY d/b/a THE RAT GUY  
WEKIVA PARKWAY PARCEL #166**

DATE	INITIALS	DESCRIPTION	TIME	RATE	AMOUNT
4/22/2014	DWH	telephone call from Howard Riley re lawsuit	0.80	\$425	\$340.00
4/23/2014	DWH	review Wekiva Parkway	0.80	\$425	\$340.00
5/14/2014	DWH	review Petition, Notice of Lis Pendens, and other initial pleadings; review Answer of tax collector and begin work on Answer	1.00	\$425	\$425.00
5/15/2014	DWH	finalize Answer, draft Notice of Mediation Availability and Designation of E-Mail Address	1.40	\$425	\$595.00
5/15/2014	MR	scan, e-file and e-serve Answer, Designation of E-Mail Addresses and Notice of Mediation Availability; prepare copies for mailing	0.40	\$125	\$50.00
5/19/2014	DWH	meet with client for initial review; photograph; review appraisal; draft Witness List	7.50	\$425	\$3,187.50
5/19/2014	MR	scan, e-file and e-serve Witness List	0.20	\$125	\$25.00
5/20/2014	DWH	prepare hire letter for Brad Pierson, appraiser	0.10	\$425	\$42.50
5/27/2014	DWH	telephone call with Brad Pierson	1.10	\$425	\$467.50
5/29/2014	DWH	receipt and review of draft appraisal	1.60	\$425	\$680.00
5/30/2014	DWH	receipt and review of Stipulated Order of Taking (Reid)	0.10	\$425	\$42.50
6/3/2014	DWH	telephone call to Brad Pierson re items in take and possible relocation items; receipt and review of revisions	1.30	\$425	\$552.50
6/9/2014	DWH	receipt of Notice of Deposit (Reid); telephone call to client	0.80	\$425	\$340.00
6/13/2014	DWH	receipt and review of Notice to Business Owner; telephone calls to and from client	0.90	\$425	\$382.50
6/25/2014	DWH	review of appraisal; receipt and review of email from David Shontz, Esquire; telephone call to client; telephone call to David Shontz, Esquire, L.L.M.	0.80	\$425	\$340.00
6/26/2014	DWH	telephone call to David Shontz, Esquire, L.L.M.	0.10	\$425	\$42.50
6/27/2014	DWH	telephone call with David Shontz, Esquire; review, sign and email Stipulated Order of Taking	0.70	\$425	\$297.50
7/2/2014	DWH	receipt of Petitioner's Motion for Entry of Order Directing Clerk of Court to Change Style of Case and Notice of Hearing	0.20	\$425	\$85.00
7/7/2014	DWH	receipt of Order Directing Clerk to Change Style of Case	0.10	\$425	\$42.50
7/9/2014	DWH	telephone call to client	0.30	\$425	\$127.50
7/15/2014	DWH	receipt of Stipulated Order of Taking; telephone call to client	0.40	\$425	\$170.00
7/22/2014	DWH	receipt of Notice of Deposit; telephone calls (2) to client	0.80	\$425	\$340.00
8/1/2014	JR	begin review and organization of file	1.60	\$125	\$200.00

EXHIBIT "D"

8/11/2014	DWH	letter to Mr. Riley enclosing good faith deposit	0.10	\$425	\$42.50
8/25/2014	JR	email to Deborah Reddick	0.10	\$125	\$12.50
10/14/2014	DWH	telephone call to Brad Pierson re items to be valued	0.60	\$425	\$255.00
10/15/2014	DWH	telephone call from Brad Pierson	0.70	\$425	\$297.50
10/16/2014	JR	office conference with DWH	0.10	\$125	\$12.50
10/27/2014	DWH	review draft appraisal; telephone call to Brad Pierson demolition of improvements	1.00	\$425	\$425.00
10/28/2014	DWH	telephone call from Brad Pierson re pictures of the demolition of tenant owned improvements	0.90	\$425	\$382.50
10/30/2014	JR	office conference with DWH; email to David Shontz, Esquire; draft Notice of Exchange; scan, copy and e-file Notice of Exchange	0.90	\$125	\$112.50
11/3/2014	JR	receipt and review of email from Brad Pierson; telephone call to Brad Pierson	0.10	\$125	\$12.50
11/4/2014	DWH	telephone call to client; email to David Shontz, Esquire re mediation	0.30	\$425	\$127.50
11/6/2014	JR	telephone conference with DWH; telephone call to David Shontz, Esquire - LM; draft Notice to Set Cause for Trial	0.40	\$125	\$50.00
11/10/2014	JR	office conference with DWH; review judicial procedures re trial	0.40	\$125	\$50.00
11/10/2014	DWH		0.80	\$425	\$340.00
11/17/2014	JR	office conference with DWH; draft Reverse Offer of Judgment	0.60	\$125	\$75.00
11/17/2014	DWH	telephone call with client re reverse offer of judgment	0.20	\$425	\$85.00
11/19/2014	JR	draft Notice of Service of Defendant's Proposal for Settlement and Offer of Judgment; scan, e-file and e- serve Notice of Service; prepare copies for mailing; update pleadings index	0.50	\$125	\$62.50
11/20/2014	JR	scan, e-file and e-serve Notice to Set Cause for Jury Trial; prepare copies for mailing; update pleadings index	0.40	\$125	\$50.00
11/20/2014	DWH	review letter; telephone conference with client; email response	1.10	\$425	\$467.50
11/24/2014	DWH	receipt and review of correspondence from David Shontz, Esquire re appraisal and personal property	0.20	\$425	\$85.00
11/24/2014	JR	review file; begin organization of pleadings	1.00	\$125	\$125.00
11/25/2014	JR	review docket; complete organization of pleadings; create pleadings index	3.00	\$125	\$375.00
11/26/2014	JR	research case law	0.80	\$125	\$100.00
12/12/2014	JR	telephone call from Dora at Orange County Tax Collector's office	0.20	\$125	\$25.00
12/18/2014	JR	telephone call from client re pictures	0.10	\$125	\$12.50
2/20/2015	JR	review judicial procedures; telephone call to Diane, J.A. to Judge Kest	0.50	\$125	\$62.50

2/23/2015	JR	telephone call from Diane, J.A. to Judge Kest; draft Motion for Case Management Conference	0.50	\$125	\$62.50
3/5/2015	JR	draft Notice of Unavailability	0.20	\$125	\$25.00
3/10/2015	JR	receipt and review of Notice of Mediation Conference; update pleadings index	0.10	\$125	\$12.50
3/13/2015	JR	office conference with DWH re mediation	0.20	\$125	\$25.00
3/17/2015	JR	telephone call to Ashley re mediation	0.10	\$125	\$12.50
3/18/2015	JR	scan, e-file and e-serve Notice of Unavailability; prepare copies for mailing; update pleadings index	0.50	\$125	\$62.50
3/18/2015	DWH	research Wekiva Parkway Project	0.80	\$425	\$340.00
3/19/2015	JR	office conference with DWH; email to Kurt Bauerle, Esquire	0.30	\$125	\$37.50
4/1/2015	DWH	telephone conference with David Shontz, Esquire re proposed Stipulated Order for making; email from David Shontz, Esquire	0.50	\$425	\$212.50
4/2/2015	DWH	email to David Shontz, Esquire	0.20	\$425	\$85.00
4/6/2015	DWH	telephone call to Brad Pierson	0.50	\$425	\$212.50
4/14/2015	JR	receipt and review of Notice of Cancellation of Mediation; update pleadings index	0.10	\$125	\$12.50
4/29/2015	JR	telephone conference with DWH; telephone call to Kurt Bauerle, Esquire re trial date - LM	0.10	\$125	\$12.50
5/11/2015	JR	receipt of Disclaimer of Interest of Orange County Tax Collector; update pleadings index	0.10	\$125	\$12.50
5/13/2015	JR	receipt of Notice of Dropping Party - Orange County Tax Collector; update pleadings index; update certificate of service	0.30	\$125	\$37.50
5/24/2015	DWH	telephone call with Brad Pierson, appraiser	0.90	\$425	\$382.50
6/23/2015	DWH	telephone call with client re reverse offer of judgment; office conference with JR	0.40	\$425	\$170.00
6/23/2015	JR	office conference with DWH re Reverse Offer of Judgment; draft Notice of Service of Defendant's Proposal for Settlement and Offer of Judgment; e-file and e-serve Notice of Service; update pleadings index	0.90	\$125	\$112.50
6/25/2015	JR	office conference with DWH; e-file and e-serve Motion for Case Management Conference; update pleadings index	0.30	\$125	\$37.50
6/26/2015	JR	telephone call to Mary Farmer - LM; email from Mary Farmer re CMC hearing and trial dates	0.20	\$125	\$25.00
6/29/2015	JR	receipt and review of upcoming trial dates for Judge Kest	0.10	\$125	\$12.50
6/30/2015	JR	emails to and from Mary Farmer re phone conference and mediator	0.20	\$125	\$25.00
7/7/2015	JR	emails to and from Judy Rivals re mediation dates	0.20	\$125	\$25.00
7/8/2015	JR	emails from and to Mary Farmer re mediator and dates; email from Judy Rivals	0.40	\$125	\$50.00

7/13/2015	JR	receipt and review of email from Judy Rivais; telephone call to Mary Farmer	0.20	\$125	\$25.00
7/14/2015	JR	emails to and from Mary Farmer re mediator; review calendar; office conference with DWH; emails to and from Judy Rivais, paralegal to Mark Linsky	1.10	\$125	\$137.50
7/16/2015	DWH	telephone call from client re pictures	0.30	\$425	\$127.50
7/16/2015	JR	office conference with DWH; email to Deborah Reddick	0.10	\$125	\$12.50
7/17/2015	DWH	telephone call from Brad Pierson re subject property	1.00	\$425	\$425.00
7/20/2015	DWH	receipt and review of terms of engagement letter from Cathy M. McLeary, mediation case manager	0.20	\$425	\$85.00
7/21/2015	DWH	email from Mary Farmer re mediator fees	0.10	\$425	\$42.50
7/31/2015	JR	review mediator engagement letter; emails to and from Mary Farmer re mediator fees	0.20	\$125	\$25.00
8/3/2015	JR	receipt and review of Notice of Mediation Conference; calendar; update pleadings index	0.20	\$125	\$25.00
8/3/2015	JR	receipt and review of CFX Notice Identifying Party Representative with Settlement Authority; update pleadings index	0.20	\$125	\$25.00
8/4/2015	JR	email to Brad Pierson	0.10	\$125	\$12.50
8/13/2015	DWH	letter to Mr. Riley re mediation	0.10	\$425	\$42.50
8/14/2015	JR	draft Notice Identifying Party Representative with Settlement Authority; e-file and e-serve Notice; update pleadings index	0.40	\$125	\$50.00
8/26/2015	DWH	telephone call from client re status of case	0.30	\$425	\$127.50
9/23/2015	DWH	research and prepare for mediation	3.00	\$425	\$1,275.00
9/23/2015	JR	telephone call to client re mediation	0.10	\$125	\$12.50
9/24/2015	DWH	prepare for and attend mediation	8.00	\$425	\$3,400.00
9/24/2015	DWH	telephone conference with JR re mediation and next step	0.20	\$425	\$85.00
9/24/2015	JR	telephone conference with DWH re mediation and next step; research personal property vs. real property issue	0.60	\$425	\$255.00
9/25/2015	JR	review procedure re Judge John Marshall Kest; draft Notice to Set Case for Jury Trial and to Advance the Trial on the Docket; draft Request for Production	0.80	\$125	\$100.00
5/25/2016	JR	review file re reverse offer of judgment; telephone call to Diane Iacone, JA to Judge Kest; memo to file	0.40	\$125	\$50.00
7/7/2016	JR	telephone conference with DWH; telephone call to Diane Iacone; telephone call to Mary Farmer - LM; meet with DWH to review pleadings and procedures	0.60	\$125	\$75.00
7/7/2016	DWH	telephone conference with JR; telephone call from client; review pleadings	0.80	\$425	\$340.00

7/8/2016	JR	finalize Notice to Set Cause for Jury Trial and to Advance the Trial on the Docket; letter to Judge John Kest; efile and reserve Notice for Jury Trial; email to David Shontz, Esquire and Howard Morlan, Esquire	0.90	\$125	\$112.50
7/8/2016	DWH	final review and revisions to Notice to Set Cause for Jury Trial and Advance on Docket	0.30	\$425	\$127.50
7/11/2016	JR	draft Notice of Unavailability; efile and reserve Notice; update pleadings index	0.50	\$125	\$62.50
7/14/2016	JR	receipt and review of Order Setting Status Hearing; office conference with DWH; update pleadings index	0.50	\$125	\$62.50
7/14/2016	DWH	office conference with JR re status hearing	0.20	\$425	\$85.00
7/22/2016	JR	draft Notice of Rescheduled Status Hearing; efile and reserve Notice; update pleadings index and calendar; email from Mary Farnsworth	0.80	\$125	\$100.00
7/25/2016	JR	review JACS for available hearing dates and times; telephone call to Diane Laconne - LM; email to and from Mary Farnsworth	0.60	\$125	\$75.00
7/26/2016	JR	telephone call to Diane Laconne; reserve hearing date on JACS; draft second Notice of Rescheduled Status Hearing; efile and reserve Notice; update pleadings index and calendar	0.70	\$125	\$87.50
7/29/2016	DWH	telephone call from client; email to David Shontz, Esquire	0.60	\$425	\$255.00
8/5/2016	DWH	research Motion to Bifurcate	1.50	\$425	\$637.50
8/8/2016	JR	office conference with DWH	0.20	\$125	\$25.00
8/8/2016	DWH	telephone call with Kurt Bauerle, Esquire; office conference with JR	0.50	\$425	\$212.50
8/9/2016	JR	letter to client	0.10	\$125	\$12.50
8/22/2016	JR	telephone call to client	0.10	\$125	\$12.50
8/23/2016	DWH	travel to and from hearing	2.50	\$425	\$1,062.50
8/23/2016	DWH	telephone call to client; prepare for and attend hearing	1.50	\$425	\$637.50
9/6/2016	JR	receipt and review of Uniform Order Setting Case for Jury Trial, Pre-Trial Conference and Setting Case Management Deadlines; calculate deadlines; telephone call to Brad Pierson	0.60	\$125	\$75.00
9/7/2016	JR	office conference with DWH re trial, expert reports and mediation; calendar trial related dates; letter to Brad Pierson; draft subpoena	0.80	\$125	\$100.00
9/7/2016	DWH	office conference with JR re trial, expert reports and mediation	0.30	\$425	\$127.50
9/28/2016	JR	receipt and review of Motions for Final Judgment by Default (3); receipt of Final Judgments by Default; update Certificate of Service	0.30	\$125	\$37.50
10/3/2016	JR	telephone from and email to DWH	0.20	\$125	\$25.00



10/4/2016	DWH	review Trial Order; review and revise List of Witnesses for Trial; telephone calls to and from Brad Pierson; review appraisal update letter; telephone call from Kurt Bauerle, Esquire	3.50	\$425	\$1,487.50
10/4/2016	JR	review Trial Order; draft Notice of Exchange; draft Defendant's List of Witnesses for Trial; office conference with DWH; efile and eserve Notice and Witness List; email to David Shontz, Esquire and Kurt Bauerle, Esquire	1.30	\$125	\$162.50
10/4/2016	DWH	receipt and review of Respondent Reid's Witness List	0.20	\$425	\$85.00
10/5/2016	DWH	review Reid appraisal; review witness list of CFX	1.00	\$425	\$425.00
10/5/2016	JR	telephone call from and to DWH; review Petitioner's Witness List and Notice of Exchange; review Trial Order; review CFX appraisal	0.90	\$125	\$112.50
10/6/2016	JR	email to Brad Pierson, organize file; update pleadings index	1.70	\$125	\$212.50
10/6/2016	DWH	review CFX appraisal; telephone call to Brad Pierson	1.60	\$425	\$680.00
10/7/2016	DWH	telephone call to Brad Pierson re Improvements	0.60	\$425	\$255.00
11/7/2016	JR	email from and to Mary Farmer re discovery deadlines; office conference with DWH	0.20	\$125	\$25.00
11/7/2016	DWH	office conference with JR re deadlines	0.10	\$425	\$42.50
11/8/2016	DWH	email to Mary Farmer re scheduling of depositions; email from David Shontz, Esquire; email to David Shontz, Esquire and Kurt Bauerle, Esquire	0.40	\$425	\$170.00
11/14/2016	DWH	emails to and from Mary Farmer re depositions; telephone call to client	0.50	\$425	\$212.50
11/15/2016	JR	receipt of Order Establishing Procedures for Hearings and Rulings on Motions In Limine; emails to and from Mary Farmer; update pleadings index	0.30	\$125	\$37.50
11/15/2016	DWH	receipt of emails from David Shontz, Esquire and Mary Farmer	0.20	\$425	\$85.00
11/17/2016	JR	receipt of Notice of Taking Deposition, Duces Tecum for Brad Pierson; update pleadings index; email to Brad Pierson; draft Notice of Taking Deposition Decus Tecum (Starkey)	0.70	\$125	\$87.50
11/17/2016	DWH	receipt and review of CFX's Extended Disclosure of Witnesses; emails to and from David Shontz, Esquire; telephone call to Brad Pierson; emails to and from Mary Farmer re mediation; telephone call to client; receipt and review of appraiser's file	1.30	\$425	\$552.50
11/17/2016	JR	download appraiser's file; update pleadings index	0.30	\$125	\$37.50
11/18/2016	JR	office conference with DWH; revise Notice of Taking Deposition Decus Tecum (Starkey); draft Notice of Taking Deposition Decus Tecum (Reddick & Sebastlan); efile and eserve same; update pleadings index; calendar	1	\$125	\$125.00



11/18/2016	DWH	office conference with JR; review Notice of Taking Deposition Decus Tecum; review numerous emails between attorneys and mediator	0.4	\$425	\$170.00
11/21/2016	JR	emails between Mary Farmer and mediator's office; receipt of Amended Notice of Taking Deposition Duces Tecum (Pierson); Notice of Taking Deposition Duces Tecum (Riley); Notice of Mediation, Certificate of Authority; update pleadings index; update chart; email to Brad Pierson; letter to client	0.8	\$125	\$100.00
11/22/2016	JR	prepare dropbox for exchange; email to David Shontz, Esquire; receipt and download of CFX appraiser files	0.6	\$125	\$75.00
11/23/2016	DWH	receipt and review of Joint Motion to Modify Case Management Deadlines	0.2	\$425	\$85.00
11/23/2016	JR	draft Objection to Notice of Taking Deposition Duces Tecum - Pierson, scan, efile and eserve same; review CFX appraiser files	4.2	\$125	\$525.00
11/23/2016	DWH	review Objection to Notice of Taking Deposition Duces Tecum - Pierson	0.2	\$425	\$85.00
11/25/2016	DWH	review files and prepare for depositions	4.5	\$425	\$1,912.50
11/28/2016	JR	receipt and review of Order Granting Joint Motion to Modify Case Management Deadlines; update pleadings index; telephone call from and to Rebecca at Kurt Bauerle's office; draft Notice Identifying Party Representative with Settlement Authority; draft and revise Objection to Notice of Taking Deposition Duces Tecum - Riley; efile and eserve Notice Identifying Party Representative with Settlement Authority and Objection to Notice of Taking Deposition Duces Tecum (Riley); update pleadings index; emails to and from Mary re court reporter; telephone call to and emails to and from US Legal Support; prepare file for depositions; email to and from Mary re deposition of Bradley Pierson	2.3	\$125	\$287.50
11/28/2016	DWH	review and revise Objection to Notice of Taking Deposition Duces Tecum - Riley; continue preparation for depositions; meet with client	3.5	\$425	\$1,487.50
11/29/2016	JR	receipt and review of Joint and Amended Notice of Taking Deposition Duces Tecum (Pierson) and Notice of Taking Deposition Duces Tecum; update pleadings index; email to Brad Pierson	0.3	\$125	\$37.50
11/29/2016	DWH	meet with client; email and telephone call to Brad Pierson; prepare for and attend depositions; begin Memorandum on Competibility	7	\$425	\$2,975.00
11/30/2016	DWH	prepare for and attend Pierson deposition	4.5	\$425	\$1,912.50
12/2/2016	JR	emails to and from David Shontz, Esquire; telephone conference with DWH	0.3	\$125	\$37.50

12/2/2016	DWH	receipt of email from David Shontz, Esquire; telephone conference with JR	0.3	\$425	\$127.50
12/5/2016	DWH	receipt and review of proposed Agreed Order and Joint Motion to Extend Deadlines; review trial order	0.3	\$425	\$127.50
12/5/2016	JR	emails to and from Mary Farmer re availability of rebuttal witnesses and revisions to Stipulation; begin draft Rebuttal Witness List	0.6	\$125	\$75.00
12/6/2016	DWH	review of revised proposed Joint Motion; draft Rebuttal Witness List; telephone call to client; coordinate rebuttal report with Brad Pierson; receipt and preliminary review of CEX witness list and exhibit list	2.4	\$425	\$1,020.00
12/6/2016	JR	scan and email to Mary Farmer	0.1	\$125	\$12.50
12/6/2016	JR	revise Rebuttal Witness List; efile and eserve Rebuttal Witness List; update pleadings index	0.3	\$125	\$37.50
12/6/2016	JR	review trial order; office conference with DWH re exhibit list; efile and eserve same; update pleadings index	0.7	\$125	\$87.50
12/6/2016	DWH	office conference with JR re exhibit list; draft exhibit list	0.9	\$425	\$382.50
12/7/2016	DWH	office conference with JR; review case law and exhibits	2.8	\$425	\$1,190.00
12/7/2016	JR	update pleadings index; office conference with DWH	0.7	\$125	\$87.50
12/8/2016	DWH	Review deposition exhibits and reports, talk with BJP about rebuttal	2.6	\$425	\$1,105.00
12/10/2016	DWH	telephone call to Brad Pierson re supplemental report	0.4	\$425	\$170.00
12/12/2016	DWH	telephone calls to and from Brad Pierson; review rebuttal report	2.2	\$425	\$935.00
12/12/2016	DWH	review deposition transcripts and exhibits	1.5	\$425	\$637.50
12/13/2016	DWH	receipt and review of Integra rebuttal report, Notice of Exchange and Amended Disclosure of Rebuttal Witnesses	1.3	\$425	\$552.50
12/13/2016	JR	draft Notice of Exchange; efile and eserve Notice; email to David Shontz, Esquire; update pleadings index	0.5	\$125	\$62.50
12/14/2016	JR	letter to client	0.2	\$125	\$25.00
12/16/2016	JR	email to Brad Pierson re depo transcript	0.1	\$125	\$12.50
12/20/2016	JR	email to Brad Pierson; telephone call from DWH; email to Mary re depositions; telephone call to Brad Pierson to confirm availability	0.4	\$125	\$50.00
12/20/2016	JR	complete down of transcripts; update pleadings index	1	\$125	\$125.00
12/21/2016	DWH	telephone call to Brad Pierson	0.8	\$425	\$340.00
12/21/2016	DWH	receipt of email from Larry Watson, Esquire re mediation; telephone call to Brad Pierson	0.5	\$425	\$212.50

12/28/2016	JR	email to Mary Farmer re deposition time and location	0.1	\$125	\$12.50
12/28/2016	DWH	email from and to Larry Watson, Esquire	0.1	\$425	\$42.50
12/29/2016	JR	telephone call to and emails from and to Mary Farmer; telephone call to Joan at US Legal Services; telephone call to Brad Pierson; receipt of Notice of Taking Deposition Duces Tecum; telephone call to client; emails to Brad Pierson; update pleadings index; prepare file for mediation	1.3	\$125	\$162.50
1/3/2017	DWH	prepare for mediation	4	\$425	\$1,700.00
1/4/2017	DWH	attend mediation - estimate	8	\$425	\$3,400.00
<b>TOTAL</b>					<b>\$52,627.50</b>

Out of Pocket U.S. Legal \$1,781.00  
Depositions

**FOR MEDIATION ONLY**

# INVOICE

U.S. Legal Support, Inc.  
 20 North Orange Avenue  
 Suite 1209  
 Orlando FL 32801  
 Phone:407-649-9193 Fax:407-245-7099

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Job No.</b>
120007407	12/15/2016	1502188
<b>Job Date</b>	<b>Case No.</b>	
11/29/2016	2014CA0036980	
<b>Case Name</b>		
Central Florida Expressway Authority vs. Darrell Reid		
<b>Payment Terms</b>		
Due upon receipt		

David Holloway, Esquire  
 David W. Holloway, P.A.  
 13100 Park Boulevard  
 Suite B  
 Seminole FL 33776-3539

<b>ORIGINAL TRANSCRIPT OF:</b>				
Christopher Starkey	27.00	Pages	@	4.15
Attendance - First Hour				112.05
Additional Hour(s)				75.00
E-cd Litigation Support Package	3.00		@	52.50
Condensed Transcript				157.50
Processing/Delivery				40.00
Christopher Starkey				20.00
Exhibit				45.00
Exhibits - Color	8.00	Pages	@	0.60
	4.00	Pages	@	1.25
<b>ORIGINAL TRANSCRIPT OF:</b>				5.00
Debra Reddick	47.00	Pages	@	4.15
E-cd Litigation Support Package				195.05
Condensed Transcript				40.00
Processing/Delivery				20.00
Debra Reddick				45.00
Exhibit	49.00	Pages	@	0.60
				29.40

Invoice not paid by due date is subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. U.S. Legal Support may recover any fees and costs it incurs in collecting any unpaid amounts. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

**Tax ID:** 76-0523238

Phone: 727-362-5126 Fax:

*Please detach bottom portion and return with payment.*

David Holloway, Esquire  
 David W. Holloway, P.A.  
 13100 Park Boulevard  
 Suite B  
 Seminole FL 33776-3539

Job No. : 1502188 BU ID : 55-ORLAN  
 Case No. : 2014CA0036980  
 Case Name : Central Florida Expressway Authority vs. Darrell Reid  
 Invoice No. : 120007407 Invoice Date : 12/15/2016  
**Total Due : \$ 1,110.50**

**Remit To: U.S. Legal Support, Inc.**  
**P.O. Box 4772-12**  
**Houston TX 77210-4772**

<b>PAYMENT WITH CREDIT CARD</b>		
Cardholder's Name: _____		
Card Number: _____		
Exp. Date: _____	Phone #: _____	
Billing Address: _____		
Zip: _____	Card Security Code: _____	
Amount to Charge: _____		
Cardholder's Signature: _____		

# INVOICE

U.S. Legal Support, Inc.  
 20 North Orange Avenue  
 Suite 1209  
 Orlando FL 32801  
 Phone: 407-649-9193 Fax: 407-245-7099

Invoice No.	Invoice Date	Job No.
120007407	12/15/2016	1502188
Job Date	Case No.	
11/29/2016	2014CA0036980	
Case Name		
Central Florida Expressway Authority vs. Darrell Reid		
Payment Terms		
Due upon receipt		

David Holloway, Esquire  
 David W. Holloway, P.A.  
 13100 Park Boulevard  
 Suite B  
 Seminole FL 33776-3539

Exhibits - Color	6.00	Pages	@	1.25		7.50
ORIGINAL TRANSCRIPT OF:						
Jamin Sebastian	47.00	Pages	@	4.15		195.05
E-cd Litigation Support Package				40.00		40.00
Condensed Transcript				20.00		20.00
Processing/Delivery				45.00		45.00
Jamin Sebastian						
Exhibit	9.00	Pages	@	0.60		5.40
Exhibits - Color	7.00	Pages	@	1.25		8.75
<b>TOTAL DUE &gt;&gt;&gt;</b>						<b>\$1,110.50</b>
AFTER 1/29/2017 PAY						\$1,277.08
(-) Payments/Credits:						0.00
(+) Finance Charges/Debits:						0.00
<b>(=) New Balance:</b>						<b>1,110.50</b>

Invoice not paid by due date is subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. U.S. Legal Support may recover any fees and costs it incurs in collecting any unpaid amounts. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

Tax ID: 76-0523238

Phone: 727-362-5126 Fax:

*Please detach bottom portion and return with payment.*

David Holloway, Esquire  
 David W. Holloway, P.A.  
 13100 Park Boulevard  
 Suite B  
 Seminole FL 33776-3539

Job No. : 1502188 BU-ID : 55-ORLAN  
 Case No. : 2014CA0036980  
 Case Name : Central Florida Expressway Authority vs. Darrell Reid  
 Invoice No. : 120007407 Invoice Date : 12/15/2016  
**Total Due : \$ 1,110.50**

Remit To: **U.S. Legal Support, Inc.**  
 P.O. Box 4772-12  
 Houston TX 77210-4772

<b>PAYMENT WITH CREDIT CARD</b>		
Cardholder's Name: _____		
Card Number: _____		
Exp. Date: _____	Phone#: _____	
Billing Address: _____		
Zip: _____	Card Security Code: _____	
Amount to Charge: _____		
Cardholder's Signature: _____		

# INVOICE

U.S. Legal Support, Inc.  
 4350 West Cypress Street  
 Suite 701  
 Tampa FL 33607  
 Phone:813-876-4722 Fax:813-877-2675

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Job No.</b>
120006788	12/14/2016	1500775
<b>Job Date</b>	<b>Case No.</b>	
11/30/2016	2014CA0036980	
<b>Case Name</b>		
Central Florida Expressway Authority vs. Darrell Reid		
<b>Payment Terms</b>		
Due upon receipt		

David Holloway, Esquire  
 David W. Holloway, P.A.  
 13100 Park Boulevard  
 Suite B  
 Seminole FL 33776-3539

**1 CERTIFIED COPY OF TRANSCRIPT OF:**

Bradley Pierson	81.00 Pages	@	3.00	243.00
Processing/Electronic Delivery			25.00	25.00
Bradley Pierson	130.00 Pages	@	0.60	78.00
Exhibit				
<b>TOTAL DUE &gt;&gt;&gt;</b>				<b>\$346.00</b>
AFTER 1/28/2017 PAY				\$397.90
(-) Payments/Credits:				0.00
(+) Finance Charges/Debits:				0.00
<b>(=) New Balance:</b>				<b>346.00</b>

Invoice not paid by due date is subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. U.S. Legal Support may recover any fees and costs it incurs in collecting any unpaid amounts. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

**Tax ID:** 76-0523238

Phone: 727-362-5126 Fax:

*Please detach bottom portion and return with payment*

David Holloway, Esquire  
 David W. Holloway, P.A.  
 13100 Park Boulevard  
 Suite B  
 Seminole FL 33776-3539

Job No. : 1500775 BU ID : 54-TAMPA  
 Case No. : 2014CA0036980  
 Case Name : Central Florida Expressway Authority vs. Darrell Reid  
 Invoice No. : 120006788 Invoice Date : 12/14/2016  
**Total Due : \$ 346.00**

Remit To: **U.S. Legal Support, Inc.**  
**P.O. Box 4772-12**  
**Houston TX 77210-4772**

**PAYMENT WITH CREDIT CARD**



Cardholder's Name: \_\_\_\_\_  
 Card Number: \_\_\_\_\_  
 Exp. Date: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Zip: \_\_\_\_\_ Card Security Code: \_\_\_\_\_  
 Amount to Charge: \_\_\_\_\_  
 Cardholder's Signature: \_\_\_\_\_

# INVOICE

U.S. Legal Support, Inc.  
 20 North Orange Avenue  
 Suite 1209  
 Orlando FL 32801  
 Phone: 407-649-9193 Fax: 407-245-7099

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Job No.</b>
120007161	12/15/2016	1502175
<b>Job Date</b>	<b>Case No.</b>	
11/29/2016	2014CA0036980	
<b>Case Name</b>		
Central Florida Expressway Authority vs. Darrell Reid		
<b>Payment Terms</b>		
Due upon receipt		

David Holloway, Esquire  
 David W. Holloway, P.A.  
 13100 Park Boulevard  
 Suite B  
 Seminole FL 33776-3539

**1 CERTIFIED COPY OF TRANSCRIPT OF:**

Howard Riley	75.00 Pages	@	3.00	225.00
Processing/Delivery			45.00	45.00
Howard Riley	16.00 Pages	@	0.60	9.60
Exhibit	36.00 Pages	@	1.25	45.00
Exhibits - Color	<b>TOTAL DUE &gt;&gt;&gt;</b>			<b>\$324.60</b>
	AFTER 1/29/2017 PAY			\$373.29
	(-) Payments/Credits:			0.00
	(+) Finance Charges/Debits:			0.00
	<b>(=) New Balance:</b>			<b>324.60</b>

Invoice not paid by due date is subject to interest of 1.5% per month. We will make reasonable efforts to allocate payments properly. U.S. Legal Support may recover any fees and costs it incurs in collecting any unpaid amounts. Any rights regarding allocations, refunds or adjustments after 90 days from payment shall be waived by payer.

**Tax ID:** 76-0523238

Phone: 727-362-5126 Fax:

*Please detach bottom portion and return with payment.*

David Holloway, Esquire  
 David W. Holloway, P.A.  
 13100 Park Boulevard  
 Suite B  
 Seminole FL 33776-3539

Job No. : 1502175 BU ID : 55-ORLAN  
 Case No. : 2014CA0036980  
 Case Name : Central Florida Expressway Authority vs. Darrell Reid  
 Invoice No. : 120007161 Invoice Date : 12/15/2016  
**Total Due : \$ 324.60**

Remit To: **U.S. Legal Support, Inc.**  
**P.O. Box 4772-12**  
**Houston TX 77210-4772**

<b>PAYMENT WITH CREDIT CARD</b>				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone #: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				

# Pierson Appraisal Group

Real Property Advisory, Eminent Domain Consultants  
1635 Lakewood Drive South  
Lakeland, Florida 33813  
(863) 647-5570  
(863) 647-5009 Facsimile

---

January 4, 2017

Re Project Name: Wekiva Parkway  
County: Orange  
Owner: Howard Riley  
Parcel: 166

## INVOICE FOR SERVICES RENDERED - For Mediation Purposes Only

---

5/24/14	Initial Property Inspection, set up file, pulled county data. TC w/David Holloway 8 hours @ \$195.00/hour
5/27/14	Telephone Conference w/Mr. Holloway. Received & reviewed FDOT Appraisal Report, began initial property analysis. 8 hours @ \$195.00/hour
5/28/14	Continued appraisal analysis writing, TC w/Owner Mr. Riley. 8 hours @ \$195.00/hour
5/29/14	Preliminary appraisal analysis and writing, e-mailed draft appraisal to Mr. Holloway. 7 hours @ \$195.00/hour
6/3/14	TC w/Mr. Holloway re: items in the take area and possible relocation items. Reviewed report, made revisions, e-mailed to Mr. Holloway. 6 hours @ \$195.00/hour
10/14/14	TC w/Mr. Holloway re: changes to the items to be valued in the report. Reviewed report, modified report and valuation. 5 hours @ \$195.00/hour
10/15/14	Review of valuation, TC w/Mr. Holloway, sent report to Mr. Holloway. 2 hours @ \$195.00/hour
10/24/14	Field inspection after site demolition, meeting with Mr. Riley. 3 hours @ \$195.00/hour
10/27/14	TC w/Mr. Holloway re: demolition of the Improvements 1 hour @ \$195.00/hour



10/28/14 TC w/Mr. Holloway re: pictures of the demolition of the tenant owned improvements, minor revisions to the report, emailed final copy  
2 hours @ \$195.00/hour

4/6/15 TC w/Mr. Holloway re: appraisal valuations and conclusions, preparations for mediation and/or settlement talks, status of the negotiations.  
.5 hours @ \$195.00/hour

7/17/15 TC w/Mr. Holloway re: subject property, reviewed appraisal and conclusions and cost approach used in appraisal  
1 hour @ \$195.00/hour

10/4/16 Appraisal review. Wrote new letter of transmittal describing improvements and fixtures paid for in the originally submitted report. Tc w/Mr. Holloway.  
8 hours @ \$195.00/hour

10/6/16 TC w/Mr. Holloway re: appraisals completed for "Rat Guy" improvements and the Subject Property (Reid Property - Parcel 166). Received all appraisals and began review of the appraisals.  
8 hours @ \$195.00/hour

10/7/16 TC w/Mr. Holloway re: Improvements paid for in the original appraisal, differences between, market value, fixture value and salvage value. Reviewed appraisal report. Began preparation for trial scheduled in 2017.  
8 hours @ \$195.00/hour

11/28/16 Preparation for Deposition. Review of Marshall Swift, review case law and review appraisal report. Review of DOT appraisal report for Parcel 116 and Rat Gay Property.  
8 hours @ \$195.00/hour

11/29/16 Continued mediation preparation, TC w/Mr. Holloway, TC w/Mr. Riley re: equipment and number of items.  
8 hours @ \$195.00/hour

11/30/16 Preparation for and Deposition in Lakeland. Meeting with Mr. Holloway after deposition.  
7 hours @ \$195.00/hour

12/10/16 Appraisal review. TC w/Mr. Holloway re: supplemental letter for appraisal. Review of the items taken by the FDOT.  
7 hours @ \$195.00/hour

12/12/16 Supplemental letter for the appraisal report. TC w/Mr. Holloway. TC w/Mr. Riley.  
7 hours @ \$195.00/hour

- 12/21/16 TC w/Mr. Holloway re: case. Reviewed rebuttal by FDOT  
5 hours @ \$195.00/hour
- 12/22/16 Received and reviewed transcribed deposition report  
6.5 hours @ \$195.00/hour
- 1/3/17 Preparation for Mediation and Deposition. TC w/Mr. Holloway  
7 hours @ \$195.00/hour
- 1/4/17 Attend Mediation and meeting with Mr. Riley and Mr. Holloway  
8 hours @ \$195.00/hour

**FOR MEDIATION ONLY**

Totals for - Parcel 66 - Howard Riley

WORK COMPLETED BY	RATE	HOURS	TOTAL
PRINCIPAL	\$195/hr	139	\$27,105.00
ASSOCIATES	N/A	-0-	-0-
Other Experts			-0-
<b>TOTAL FOR APPRAISAL SERVICES RENDERED</b>			<b>\$27,105.00</b>



Bradley J. Pierson, State Certified General Appraiser RZ1977  
 Pierson Appraisal Group  
 F.E.I.D. 59-3418505


**CONSENT AGENDA ITEM**

**#16**



## MEMORANDUM

TO: Central Florida Expressway Authority      CLIENT-MATTER NO.: 19125.0198  
Board Members

FROM: Suzanne M. Driscoll, Esq., Right-of-Way Counsel 

DATE: January 23, 2017

RE: *Central Florida Expressway Authority v. Ramlee Holdings LP, et. al.*  
Case No. 2015-CA-001714; Parcel 330 ODA (Smallwood Sign Company)  
Location: North side of SR 46 east of Round Lake Road, unincorporated Orange  
County  
Total Taking of Outdoor Advertising Sign

---

Following mediation, but before any significant amount of pre-trial discovery, the parties reached a written settlement agreement in the amount of \$80,000.00 for the total taking of Smallwood Sign Company's outdoor advertising sign. The parties also reached agreement on all expert fees, statutory attorney's fees, interest and costs as described below.

### DESCRIPTION AND BACKGROUND

Parcel 330 ODA comprises a total taking of a double faced outdoor advertising sign owned by Smallwood Sign Company, Inc. ("Smallwood"). The sign was located on the north side of SR 46 east of Round Lake Road in unincorporated Orange County. CFX took title to the Parcel on December 1, 2015. To date, Smallwood received the good faith estimate of value in the amount of \$13,000 which will be offset as part of the proposed settlement.

### CFX Appraisal Report

The CFX's appraisal of the billboard was prepared by Pinel & Carpenter, Inc. Mr. Carpenter utilized both the Cost and Income Approaches to value the subject billboard. He estimated the depreciated reproduction cost of the billboard to be \$10,170. With respect to the Income Approach, Mr. Carpenter began his analysis by estimating the gross income to be \$425/month per face, or \$850 per month total. He further estimated that the sign would remain for a ten year period. In addition, Mr. Carpenter estimated that the management expense would equate to 25% of the gross revenue generated by the billboard. Based upon these assumptions and other expenses generally associated with these structures, Mr. Carpenter concluded that the

net operating income for the subject billboard was \$3,517, the net present value of which, over the estimated ten year period, equates to \$18,900. Accordingly, Mr. Carpenter concluded the value of the billboard via the Income Approach was \$18,900. After reconciliation, and giving most weight to the Cost Approach, Mr. Carpenter concluded the value for Parcel 330 ODA to be \$13,000.

### **Smallwood Appraisal Report**

Smallwood's appraisal was prepared by Franklin Street. Mr. Engelmann used both the Income Approach and the Sales Comparison Approach to value the billboard. With respect to the income, he used the actual leases in place for both faces of the sign to arrive a gross income of \$1,445/month for both sign faces. Additionally, Mr. Engelmann utilized an 8% management expense. Based upon these factors and other expenses generally associated with these structures, he concluded that the net operating income for the subject billboard was \$8,975. Rather than using a present value calculation, Mr. Engelmann used a direct capitalization of earnings to conclude that the value of the billboard via the Income Approach was \$128,000. With respect to the Sales Comparison Approach, Mr. Engelmann utilized six (6) improved billboard sales to derive a gross income multiplier for the subject billboard in the range of 7.50 to 8.25. That produced a value indication for the subject in the range of \$130,000 to \$143,000 to which he concluded a value of \$140,000. Ultimately, Smallwood's appraisal concludes the value of the subject billboard to be \$135,000.

### **Statutory Attorney's Fees and Costs**

Statutory attorney's fees based upon the benefit achieved of \$67,000.00 (\$80,000 less first written offer of \$13,000) amount to \$22,100 (\$67,000 x 33%). Regarding expert fees, Smallwood retained only 1 expert with an invoice in the amount of \$12,532.85. After review, counsel for CFX determined that a payment of \$10,650.00 (85%) would be reasonable for settlement purposes.

### **REQUESTED ACTION**

Board approval is requested to accept the Settlement Agreement in the amount of \$112,760.00 to settle all pending claims for the taking of Parcel 330 ODA, including full compensation for the outdoor advertising sign, severance damages, business damages, tort damages, interest, attorney's fees, attorney costs, expert fees, expert costs, and any other claims.

The Right of Way Committee recommended approval on January 25, 2017.

Reviewed by: \_\_\_\_\_



**CONSENT AGENDA ITEM**

**#17**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel  
Suzanne Driscoll, Esq., Shutts & Bowen *Linda S. Brehmer Lanosa*

DATE: January 24, 2017

RE: *Central Florida Expressway Authority v. Daryl and Laura Alderman, et al.*  
Case No. 2015-CA-004105-O, Parcel 241  
Location: 3252 Ondich Road, unincorporated Orange County, Florida  
Total Taking of 20.112 acres

---

### INTRODUCTION

The case was successfully mediated on December 22, 2016, after the disclosure of updated expert reports, but before a significant amount of pre-trial discovery and other work had been performed. The parties have reached a proposed all-inclusive settlement in the amount of **\$1,496,175**, including interest, statutory attorney's fees, expert fees, and costs as described below.

### DESCRIPTION OF PROPERTY AND TAKING

Parcel 241 is a fee simple whole taking consisting of 20.112 acres. Parcel 241 is located on the south side of Ondich Road just west of Plymouth Sorrento in unincorporated Orange County, Florida.

Mr. and Mrs. Alderman bought the property in 1998. Mr. Alderman built the 2,572 square foot house on the property in 2004. It had 3 bedrooms and 2 bathrooms. Additional improvements included 4 storage sheds, a horse feeding stall and barn, a pond and lush landscaping. They had four horses, which were given away because of the taking.

To date, Mr. and Mrs. Alderman received the good faith estimate of value in the amount of \$846,200 plus a replacement housing purchase additive ("Purchase Additive") in the amount of \$94,000. The Purchase Additive will be recaptured as part of the proposed settlement. The Aldermans received some additional relocation benefits for incidental expenses.

### CFX'S APPRAISAL REPORT

David Hall, ASA, State-Certified General Appraiser, of Bullard, Hall and Adams, appraised the property for CFX. He opined the highest and best use of Parcel 241 is for continued single family residential use.

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

WWW.CFXWAY.COM



In his updated appraisal report, Mr. Hall increased the estimated land value from \$28,000 per acre to \$37,500 per acre or \$754,200. Mr. Hall used four (4) improved sales to determine the value of the improvements, with prices ranging from \$105.62 to \$111.52 per square foot. Mr. Hall valued the improvements at \$110 per square foot for a total of \$283,000. A summary of Mr. Hall's estimate of value is below.

Land Taken (\$37,500 per acre)	\$ 754,200
Improvements	\$ 283,000
Total for Owner	<b>\$1,037,200</b>

### **MR. AND MRS. ALDERMAN'S APPRAISAL REPORT**

Tom Callan, counsel for Mr. and Mrs. Alderman, retained Martin Englemann, MAI, MRICS, to appraise the property. Mr. Englemann concluded that the highest and best use of the property is for future residential development.

Rather than looking for comparable sales in the general area of Parcel 241, Mr. Englemann relied upon comparable sales in Winter Garden, Clermont and southeast Orlando. All of his comparable sales are in superior locations, with superior zoning (PD, PUD, etc.), and have utilities either onsite or available nearby, unlike Parcel 241. These sales range in sale price from \$74,277 to \$111,343 per acre. Mr. Englemann estimates the land value of Parcel 241 at \$80,000 per acre or **\$1,610,000**. He did not increase his estimate of value of Parcel 241 with the value of the improvements because the improvements had no long term contributory value.

### **STATUTORY ATTORNEY'S FEES AND EXPERT FEES**

Statutory attorney's fees are based upon the benefit achieved. With an all-inclusive settlement number, the exact monetary benefit achieved excluding attorney's fees and expert fees is not known. Nevertheless, assumptions can be made to measure the reasonableness of an all-inclusive settlement.

Assuming the amount of full compensation to the property owner is \$1,306,000, the monetary benefit achieved is \$1,306,000 less the first written offer of \$833,300, for a total monetary benefit of \$472,700. Statutory attorney's fees are the sum of 33% of the benefit up to \$250,000 ( $\$250,000 \times 33\% = \$82,500$ ) plus 25% of the benefit over \$250,000 but less than \$1 million ( $\$222,700 \times 25\% = \$55,675$ ), for a total statutory attorney fee of **\$138,175**. By way of comparison, the statutory attorney's fee based upon the owners' demand of \$1,610,000 would be based upon a benefit of \$776,700, yielding an attorney's fee of \$214,175.

Regarding expert fees, Tom Callan on behalf of Mr. and Mrs. Alderman retained 4 experts and presented invoices totaling \$65,124.06. The invoices are attached and summarized below.



<b>Expert</b>	<b>Invoice</b>
Franklin Street (Martin Englemann)	\$ 31,519.58
VHB, Inc.	21,456.98
PSG Construction	7,700.00
Juris Corporation	4,347.50
Orange Legal	100.00
<b>Total</b>	<b>\$65,024.06</b>

After reviewing the invoices, the hourly rates, and the services performed, counsel for CFX determined that a payment of **\$48,000** for the landowners' expert fees and costs would be a reasonable amount for settlement purposes.

### **PROPOSED ALL-INCLUSIVE SETTLEMENT**

After considering compensation to the owners, to the owners' lawyers, and to the owners' experts, the parties reached a proposed all-inclusive settlement in the amount of \$1,496,175. A table comparing the parties' positions with a hypothetical breakdown of the proposed settlement is below.

	<b>CFX</b>	<b>Owners' Demand</b>	<b>Proposed Settlement</b>
Land Value	\$1,037,000	\$1,610,000	\$1,306,000
Statutory Attorney's Fees		214,175	138,175
Expert Fees and Costs		65,024	48,000
Additional Sum			4,000
<b>Total for Owner</b>		<b>\$1,889,199</b>	<b>\$1,496,175</b>

This breakdown of the all-inclusive settlement amount is for the purpose of analyzing the settlement amount and may not represent the actual allocation.

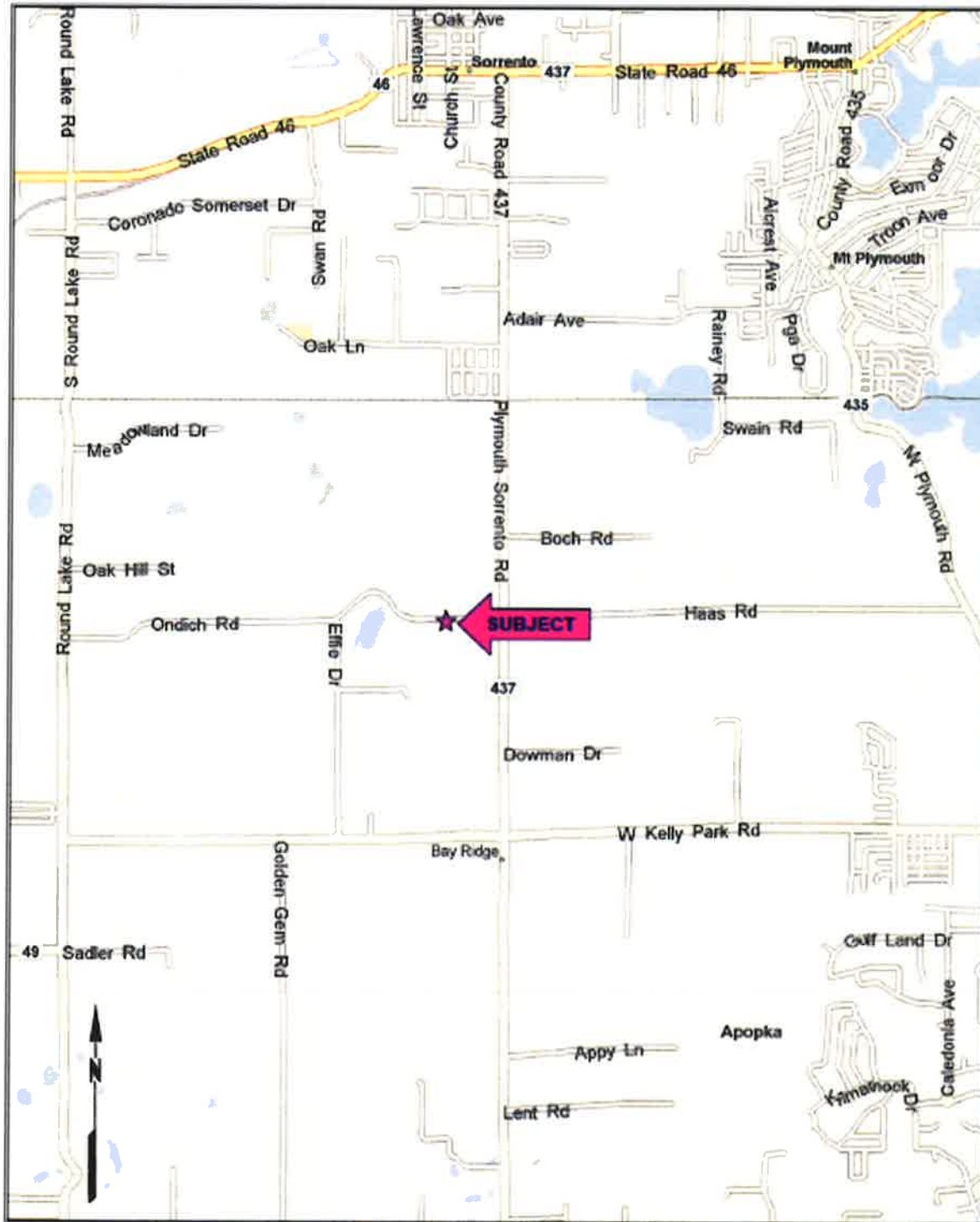
### **REQUESTED ACTION**

Board approval is requested to accept the Mediated Settlement Agreement in the amount of \$1,496,175 to settle all pending claims for the taking of Parcel 241, including full compensation for the property, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment. The \$94,000 Purchase Additive will be recaptured as part of the proposed settlement.

The Right of Way Committee recommended approval on January 25, 2017.

Reviewed by: \_\_\_\_\_





**SUBJECT LOCATION MAP  
PARCEL 241**



**AERIAL PHOTO  
PARCEL 241**



**PHOTOGRAPHS OF SUBJECT  
PARCEL 241**



**3. LOOKING SOUTHEAST AT THE RESIDENCE**



**4. LOOKING NORTHEAST AT THE RESIDENCE**

**PHOTOGRAPHS OF SUBJE  
PARCEL 2**



**9. LOOKING NORTHWEST AT THE LARGE SHED**



**10. LOOKING NORTHWEST AT A SHED**

**PHOTOGRAPHS OF SUBJECT  
PARCEL 241**



**11. LOOKING NORTHEAST AT SOME OF THE SHEDS**



**12. LOOKING SOUTH AT THE ZIP LINE**



**PHOTOGRAPHS OF SUBJECT  
PARCEL 241**



**13. LOOKING SOUTH AT THE CORRAL.**



**14. LOOKING WEST AT THE SHEDS AND HORSE FEEDING STABLE**

**CONSENT AGENDA ITEM**

**#18**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel  
Glenn Pressimone, P.E., Director of Engineering



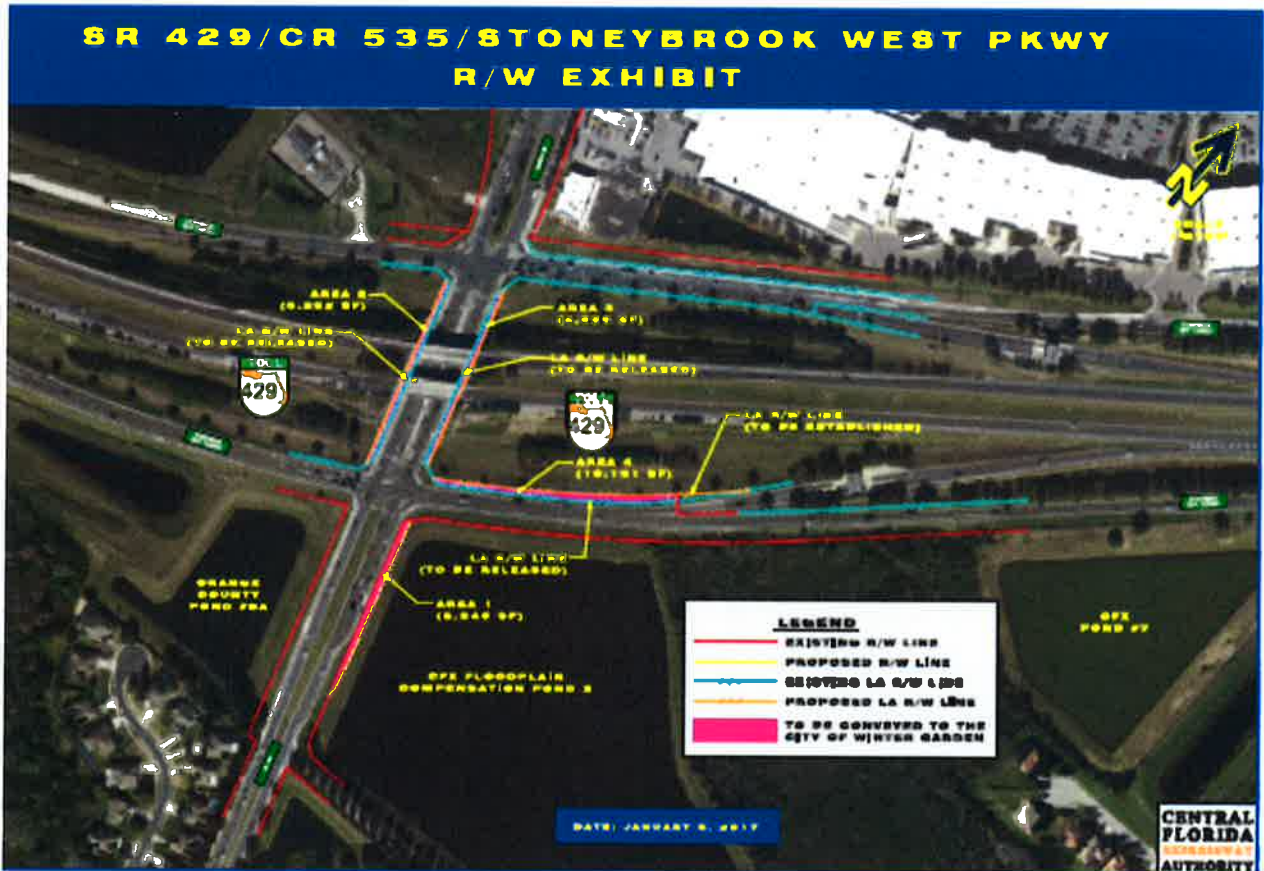
DATE: January 24, 2017

RE: Agreement for Right-of-Way Transfer and Continuing Maintenance between the Central Florida Expressway Authority ("CFX") and the City of Winter Garden pertaining to the Widening of County Road 535 and Stoneybrook West Parkway

## REQUEST

Through the attached letter, the City of Winter Garden formally requested four (4) strips of property from CFX for the widening of C.R. 535 and Stoneybrook West Parkway. The City's widening project will improve the access to and from S.R. 429.

The property needed by the City for the road-widening project is depicted below.



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

The parcels marked as Areas 1, 2, and 3 run along the outer perimeter of County Road (C.R.) 535 and two of the parcels traverse under State Road (S.R.) 429. The parcel marked as Area 4 runs along the northern side of Stoneybrook West Parkway. The size of the parcels are listed below.

<u>Area</u>	<u>Size (sq. ft.)</u>
1	6,248 sq. ft.
2	5,292 sq. ft.
3	5,039 sq. ft.
4	10,191 sq. ft.

### **PROPOSED RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT**

A proposed Agreement for Right-of-Way Transfer and Continuing Maintenance (“Agreement”) is attached. According to the proposed Agreement, CFX has the right to review and approve the legal descriptions and the construction plans prior to conveyance or construction, respectively. The conveyance will be via Quit Claim Deeds, subject to covenants, reservations, conditions and restrictions, such as a reservation of rights and easement related to the crossing of S.R. 429 over C.R. 535.

Regarding maintenance, the proposed Agreement requires the City to be responsible for all property owned by the City, including improvements thereon, but allows CFX to place signage within the property at CFX’s cost and at CFX’s option.

In the event that the City does not commence construction of the road-widening project by **January 2019** or if the City no longer uses the property for right-of-way purposes, the proposed Agreement and the Quit Claim Deeds state that all right, title, and interest to the property shall automatically revert back to CFX at CFX’s option and at no cost to CFX.

### **REVIEW BY CFX’S GENERAL ENGINEERING CONSULTANT (“GEC”)**

CFX’s GEC has reviewed the City’s request and determined that the property is not essential for the operation of its Expressway System and would not impede or restrict the current or future operation of the Expressway System. The GEC’s letter is attached hereto as **Exhibit “B.”**

**RECOMMENDATION**

We request the Committee's recommendation for Board approval of the attached Agreement for Right-of-Way Transfer and Continuing Maintenance between the Central Florida Expressway Authority ("CFX") and the City of Winter Garden pertaining to County Road 535 and Stoneybrook West Parkway, subject to approval of the legal descriptions and construction plans by CFX staff.

Reviewed by: Joseph Hassiotou

Attachments:

- A. Request from the City of Winter Garden
- B. GEC Letter
- C. Proposed Agreement

November 14, 2016

---


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

**Re: Central Florida Expressway Authority  
Disposition of Property  
SR 429 Northbound On-ramp Improvements at CR 535,  
CFX Project 429-654D  
City of Winter Garden CR 535 Improvements**

Dear Mr. Berenis:

We have reviewed the limits of the above designated parcel, as depicted on the attached exhibit. In our opinion the disposition of these four parcels to the City of Winter Garden as road right of way (subject to reversion should the City fail to commence construction by January 2019 or abandon the right of way) is not essential for the operation of the Expressway System and would not impede or restrict the current or future operation by the Central Florida Expressway Authority (CFX) of the Expressway System.

Sincerely,



Nathan Silva, P.E.

GEC Program Manager

Cc: Laura Kelley, Executive Director  
Joseph Passiatore, General Counsel  
Linda Lanosa, Deputy General Counsel  
Glenn Pressimone, Director of Engineering

Attachment

# FISHBACK DOMINICK

ATTORNEYS AT LAW

1947 LEE ROAD  
WINTER PARK, FLORIDA 32789-1834

G. BEN FISHBACK (1893-1983)  
JULIAN K. DOMINICK (1924-2003)

MARK F. AHLERS  
\* A. KURT ARDAMAN  
JOHN F. BENNETT  
CHRISTOPHER R. CONLEY  
RICHARD S. GELLER  
LANCE D. KING  
\* DANIEL W. LANGLEY  
MICHAEL D. TEMPKINS

TEL (407) 262-8400  
(407) 425-2786  
FAX (407) 425-2863  
WWW.FISHBACKLAW.COM

January 11, 2017

\* FLORIDA BAR BOARD CERTIFIED IN  
CITY, COUNTY AND LOCAL GOVERNMENT

OF COUNSEL  
GAYLE A. OWENS  
CHARLES R. STEPTER, JR.

Right of Way Committee  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

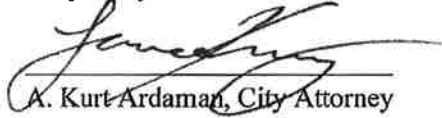
**Re. Right-of-Way Transfer Between CFX and City of Winter Garden  
Approval by Right of Way Committee**

Dear Madame or Sir:

The City of Winter Garden (the "City") desires to acquire portions of land from the Central Florida Expressway Authority ("CFX") for the widening of C.R. 535 and Stoneybrook West Parkway. The City and CFX Staff agree that the proposed widening of the roads will improve access to and from S.R. 429. CFX Staff has prepared the enclosed Right-of-Way Transfer and Continuing Maintenance Agreement (the "Transfer Agreement") and the quitclaim deeds attached thereto, execution of which documents would effect the transfer of the property to the City while reserving certain rights to CFX.

The City hereby requests that the Right of Way Committee approve the Transfer Agreement, and that CFX take all actions otherwise necessary to approve and execute the Transfer Agreement.

Very Truly Yours,

  
A. Kurt Ardaman, City Attorney  
Lance D. King, Assistant City Attorney  
City of Winter Garden

cc: Mike Bollhoefer, City Manager  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787

S:\AKA\CLIENTS\Winter Garden\General W500-20501\SR 429 ROW Transfer To CWGDNLtr to CFX ROW Committee 1-11-17.docx

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT  
BETWEEN  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND THE CITY OF WINTER GARDEN, FLORIDA**

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on the last date of execution below by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and the CITY OF WINTER GARDEN, a charter city and political subdivision of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 (“City”). CFX and City are sometimes collectively referred to herein as the “Parties.”

**WITNESSETH:**

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“Expressway System”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, the construction State Road (“S.R.”) 429 over County Road (“C.R.”) 535 is completed; and

WHEREAS, the City desires to acquire portions of land (“the Property”) from CFX, as depicted in **Exhibit “I”** for the widening of C.R. 535 and Stoneybrook West Parkway (collectively referred to as “the Project”), which widening will improve the access to or from S.R. 429, subject to a reservation of rights in favor of CFX; and

WHEREAS, the Property consists of 3 strips of property running along the outer perimeter of C.R. 535 and 1 strip of property running along the northern side of Stoneybrook West Parkway, marked as Areas 1, 2, 3, and 4 on Exhibit “I.” S.R. 429 traverses over Area 2 and Area 3. Areas 1, 2, 3, and 4 consist of 6,248 sq. ft.; 5,292 sq. ft.; 4,958 sq. ft.; and 10, 191 sq. ft., respectively; and

WHEREAS, in order to convey the Property to the City, it is necessary to release the limited access lines described in **Exhibits “B2,” “C2,” and “D2,”** and to re-establish the limited access lines as described in the legal descriptions in **Exhibits “B1,” “C1,” and “D1;”** and

WHEREAS, the City needs the Property to construct the C.R. 535 and Stoneybrook West Parkway improvements therein and agrees to coordinate with Orange County as needed; and

WHEREAS, the parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and the City agree as follows:

1. **Recital.** The above recitals are true and correct and are incorporated herein by reference.
2. **Approval of Construction Plans.** Prior to any conveyance, the City shall deliver to CFX a full and complete set of legal descriptions and sketches for the Property for CFX's review and final approval. Prior to construction, the City shall deliver to CFX a full and complete set of construction plans for the Project for CFX's review and approval.
3. **CFX Conveyance with Restrictions.** CFX agrees to transfer and convey to the City by Quit Claim Deed all of its right, title and interest in and to the real property described in **Exhibits "A," "B1," "C1," and "D1"**, subject to the covenants, reservations, conditions, and restrictions described in the Quit Claim Deeds, which are substantially in the form of **Exhibits "E," "F," "G," and "H,"** respectively. In addition, the parties agree that if the City does not commence construction of the Project by **January 2019** or if the City no longer uses the Property for City right-of-way purposes, then all right, title, and interest to Property shall automatically revert back to CFX at CFX's option and at no cost to CFX.
4. **City's Maintenance Responsibilities.** The parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance responsibility. The City shall be responsible for all property owned by the City, including improvements thereon that are owned by the City, and the future and continuing maintenance therefor. CFX shall have the right to place signage within the Property at CFX's cost and at CFX's option.
5. **Time of Conveyance.** CFX agrees to execute and deliver to the City the Quit Claim Deeds described in paragraph 3 within 180 days of the Effective Date or CFX's review and final approval of the legal descriptions and sketches, whichever is later.
6. **Recording.** The City agrees to record the Quit Claim Deeds within thirty (30) days after delivery of the original Quit Claim Deeds to the City at its cost. The City agrees to deliver a certified copy of the recorded deeds to CFX shortly thereafter.
7. **Agreement Not Recorded.** This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.
8. **As-Is Conveyance.** The Property, as described in **Exhibits "A," "B1," "C1," and "D1,"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the

same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the Property, or any part thereof, or to the fitness of the Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Property, or the failure of the Property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing.

The City has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the Property “**AS-IS, WHERE IS AND WITH ALL FAULTS**” and that the respective owner has disclaimed herein any and all warranties, express or implied.

9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing executed by the parties to be bound hereby.

11. **Effective Date.** This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

[ SIGNATURES TO FOLLOW ]



**CITY OF WINTER GARDEN, FLORIDA**  
By: City Commission

BY: \_\_\_\_\_  
Mayor John Rees

---

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk Kathy Golden, CMC

**“CFX”  
CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

BY: \_\_\_\_\_  
CHAIRMAN BUDDY DYER

---

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Darleen Mazzillo, Executive Assistant

APPROVED AS TO FORM AND  
LEGALITY

\_\_\_\_\_  
General Counsel

## LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF AREA 1
EXHIBIT "B1"	LEGAL DESCRIPTION OF AREA 2 WITH THE RE-ESTABLISHMENT OF THE LIMITED ACCESS LINE
EXHIBIT "B2"	LEGAL DESCRIPTION OF THE EXISTING LIMITED ACCESS LINE ALONG AREA 2 TO BE RELEASED
EXHIBIT "C1"	LEGAL DESCRIPTION OF AREA 3 WITH THE RE-ESTABLISHMENT OF THE LIMITED ACCESS LINE
EXHIBIT "C2"	LEGAL DESCRIPTION OF THE EXISTING LIMITED ACCESS LINE ALONG AREA 3 TO BE RELEASED
EXHIBIT "D1"	LEGAL DESCRIPTION OF AREA 4 WITH THE RE-ESTABLISHMENT OF THE LIMITED ACCESS LINE
EXHIBIT "D2"	LEGAL DESCRIPTION OF THE EXISTING LIMITED ACCESS LINE ALONG AREA 4 TO BE RELEASED
EXHIBIT "E"	QUIT CLAIM DEED FOR AREA 1
EXHIBIT "F"	QUIT CLAIM DEED FOR AREA 2 WITH RE-ESTABLISHMENT OF LIMITED ACCESS LINE AND RELEASE OF EXISTING LIMITED ACCESS LINE PLUS RESERVATION OF EXPRESSWAY BRIDGE EASEMENT
EXHIBIT "G"	QUIT CLAIM DEED FOR AREA 3 WITH RE-ESTABLISHMENT OF LIMITED ACCESS LINE AND RELEASE OF EXISTING LIMITED ACCESS LINE PLUS RESERVATION OF EXPRESSWAY BRIDGE EASEMENT
EXHIBIT "H"	QUIT CLAIM DEED FOR AREA 4 WITH RE-ESTABLISHMENT OF LIMITED ACCESS LINE AND RELEASE OF EXISTING LIMITED ACCESS LINE
EXHIBIT "I"	SKETCH

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : RIGHT OF WAY  
 ESTATE : FEE SIMPLE  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B

10 JAN 17 12:25

DESCRIPTION :

A portion of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:


Commence at the Southeast corner of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida; thence South 89°42'53" West, a distance of 551.03 feet, along the South line of said Northwest quarter to a point on the East right of way line of County Road 535 per the Orlando-Orange County Expressway Authority right of way map Project Number 75320-6460-654; thence North 17°29'47" West, a distance of 217.39 feet, along said East right of way line to the POINT OF BEGINNING; thence continue North 17°29'47" West, a distance of 484.62 feet, along said East right of way line to a point on the Southeasterly right of way line of SE Frontage Road as shown on said right of way map; thence North 39°44'09" East, a distance of 16.65 feet, along said Southeasterly right of way line to a point on a line that is 14.00 feet Easterly of and parallel with said East right of way line; thence South 17°29'47" East, a distance of 292.69 feet, along said parallel line; thence departing said parallel line South 16°10'30" East, a distance of 172.43 feet; thence South 01°50'43" West, a distance of 30.26 feet to the POINT OF BEGINNING.

Containing 6,248 square feet, more or less.

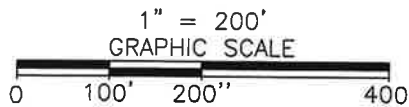
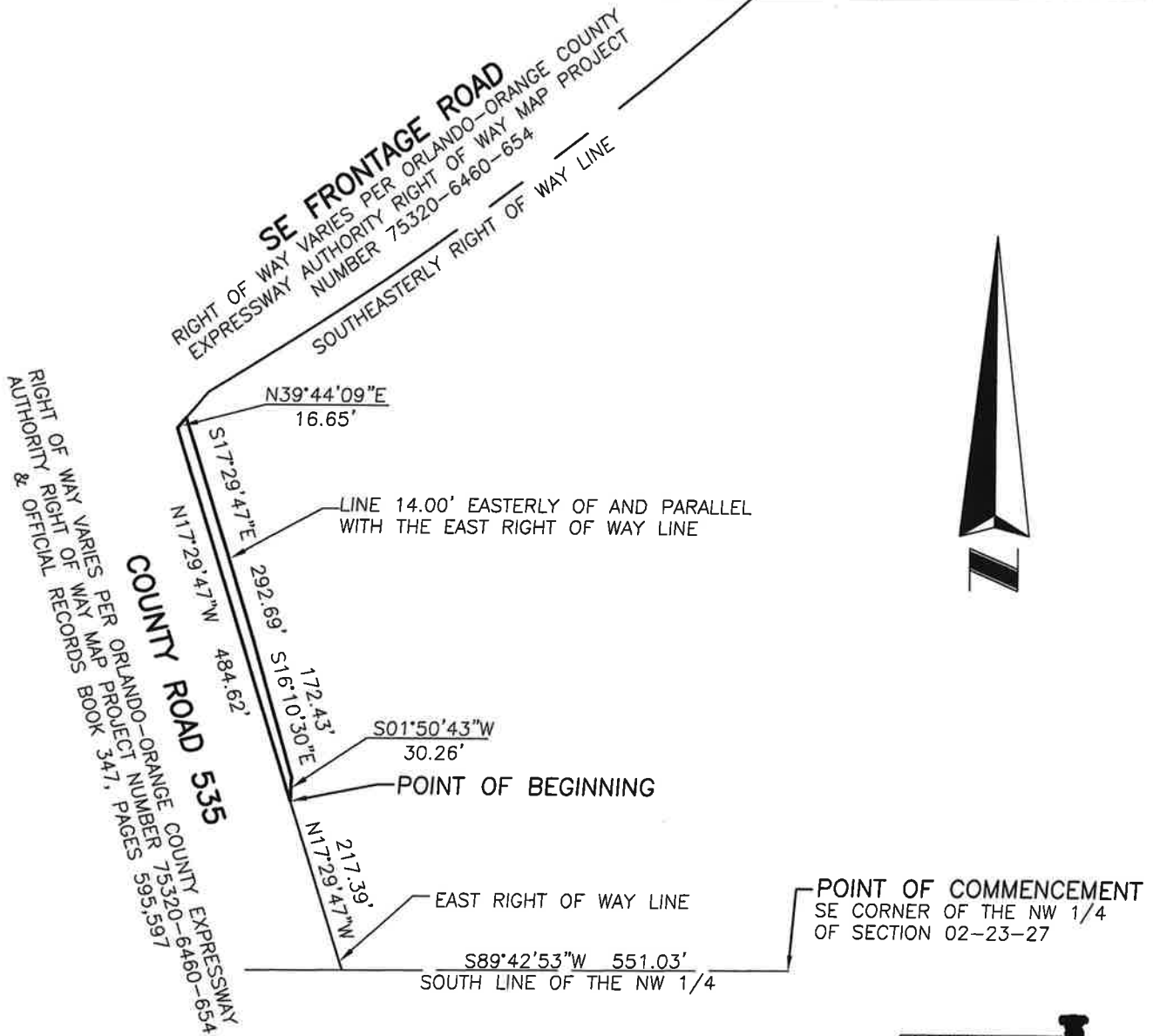
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida being South 89°42'53" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEET 2

<b>Description</b>  FOR <b>Central Florida          Expressway Authority</b>	Date: 01/06/2017 KR		Certification Number LB2108 55680004
	Job Number: 55680	Scale: 1" = 200'	 <b>SOUTHEASTERN SURVEYING          AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : RIGHT OF WAY  
 ESTATE : FEE SIMPLE  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B



**SOUTHEASTERN SURVEYING AND MAPPING CORPORATION**  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108  
 e-mail: info@southeasternsurveying.com

Drawing No. 55680004  
 Job No. 55680  
 Date: 01/06/2017  
 SHEET 2 OF 2  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : FEE SIMPLE  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107A

13 JAN '17 PM 12:35

13 JAN '17 PM 12:35

**DESCRIPTION :**

A portion of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida; thence South 89°42'53" West, a distance of 708.07 feet, along the South line of said Northwest quarter to a point on the West right of way line of County Road 535 per the Orlando-Orange County Expressway Authority right of way map Project Number 75320-6460-654; thence along said West right of way line the following courses and distances; thence North 17°29'47" West, a distance of 637.51 feet; thence North 11°46'47" West, a distance of 130.51 feet to the POINT OF BEGINNING, said point being on the Northwesterly Limited Access Right of Way line of SW Frontage Road as shown on said right of way map; thence South 16°48'56" West, a distance of 18.63 feet, along said Northwesterly Limited Access Right of Way line to a point on a line that is 10.50 feet West of and parallel with West Limited Access Right of Way line of said County Road NO. 535; thence North 17°29'47" West, a distance of 514.53 feet, along said parallel line to a point on the Southeasterly Limited Access Right of Way line of NW Frontage Road as shown on said right of way map; thence South 79°24'57" East, a distance of 11.90 feet, along said Southeasterly Limited Access Right of Way line to a point on said West Limited Access Right of Way line; thence South 17°29'47" East, a distance of 493.54 feet, along said West Limited Access Right of Way line to the POINT OF BEGINNING.


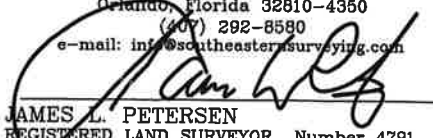
Reserving all rights of ingress, egress, light, air and view to, from or across any of the above described right of way property which may otherwise accrue to any property adjoining said right of way.

Containing 5,292 square feet, more or less.

**SURVEYOR'S REPORT:**

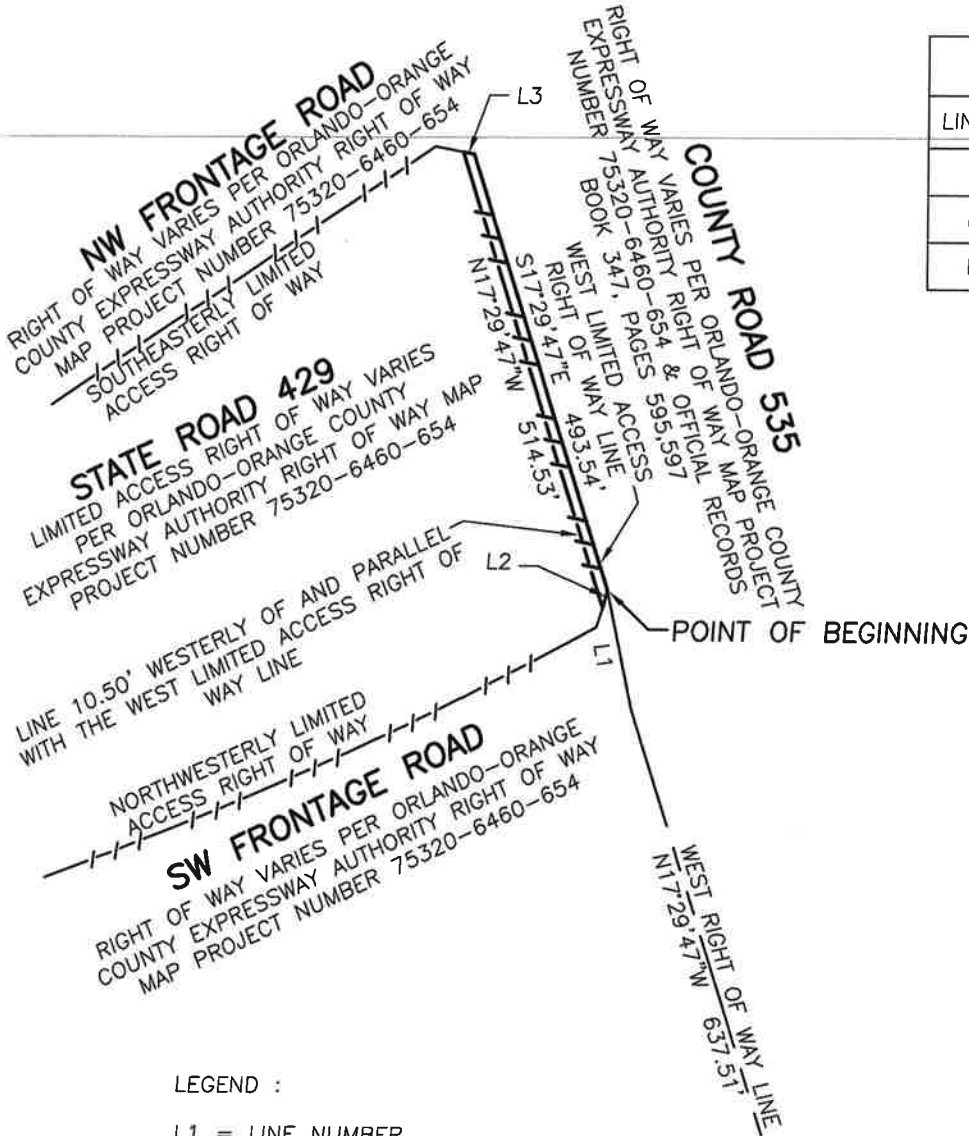
1. Bearings shown hereon are based on the South line of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida being South 89°42'53" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEET 2

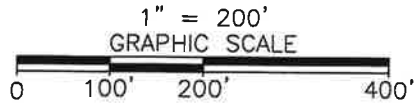
<b>Description</b>  FOR <b>Central Florida          Expressway Authority</b>	Date: 01/06/2017 KR		Certification Number LB2108 55680007
	Job Number: 55680	Scale: 1" = 200'	 <b>SOUTHEASTERN SURVEYING          AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4360 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
		 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : FEE SIMPLE  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N11°46'47"W	130.51'
L2	S16°48'56"W	18.63'
L3	S79°24'57"E	11.90'



LEGEND :  
 L1 = LINE NUMBER



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108  
 e-mail: info@southeasternsurveying.com

Drawing No. 55680007  
 Job No. 55680  
 Date: 01/06/2017  
 SHEET 2 OF 2  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : RELEASE OF LIMITED ACCESS  
 RIGHTS  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107A

13 JAN '17 9:12:35

DESCRIPTION :

Release of all rights of ingress, egress, light, air and view between the properties lying on either side of the following described line lying in a portion of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:


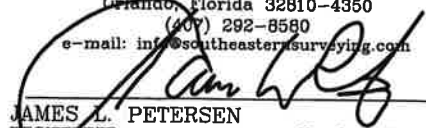
Commence at the Southeast corner of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida; thence South 89°42'53" West, a distance of 708.07 feet, along the South line of said Northwest quarter to a point on the West right of way line of County Road 535 per the Orlando-Orange County Expressway Authority right of way map Project Number 75320-6460-654; thence along said West right of way line the following courses and distances : North 17°29'47" West, a distance of 637.51 feet; thence North 11°46'47" West, a distance of 130.51 feet to a point on the Northwesterly Limited Access Right of Way line of SW Frontage Road as shown on said right of way map; thence South 16°48'56" West, a distance of 18.63 feet, along said Northwesterly Limited Access Right of Way line to the POINT OF BEGINNING; thence North 16°48'56" East, a distance of 18.63 feet, along said Northwesterly Limited Access Right of Way line to a point on the West Limited Access Right of Way line of said County Road No. 535; thence North 17°29'47" West, a distance of 493.54 feet, along said West Limited Access Right of Way line to a point on the Southeasterly Limited Access Right of Way line of NW Frontage Road as shown on said right of way map; thence North 79°24'57" West, a distance of 11.90 feet, along said Southeasterly Limited Access Right of Way line to the POINT OF TERMINUS.

Release of limited access rights along a line without area.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida being South 89°42'53" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

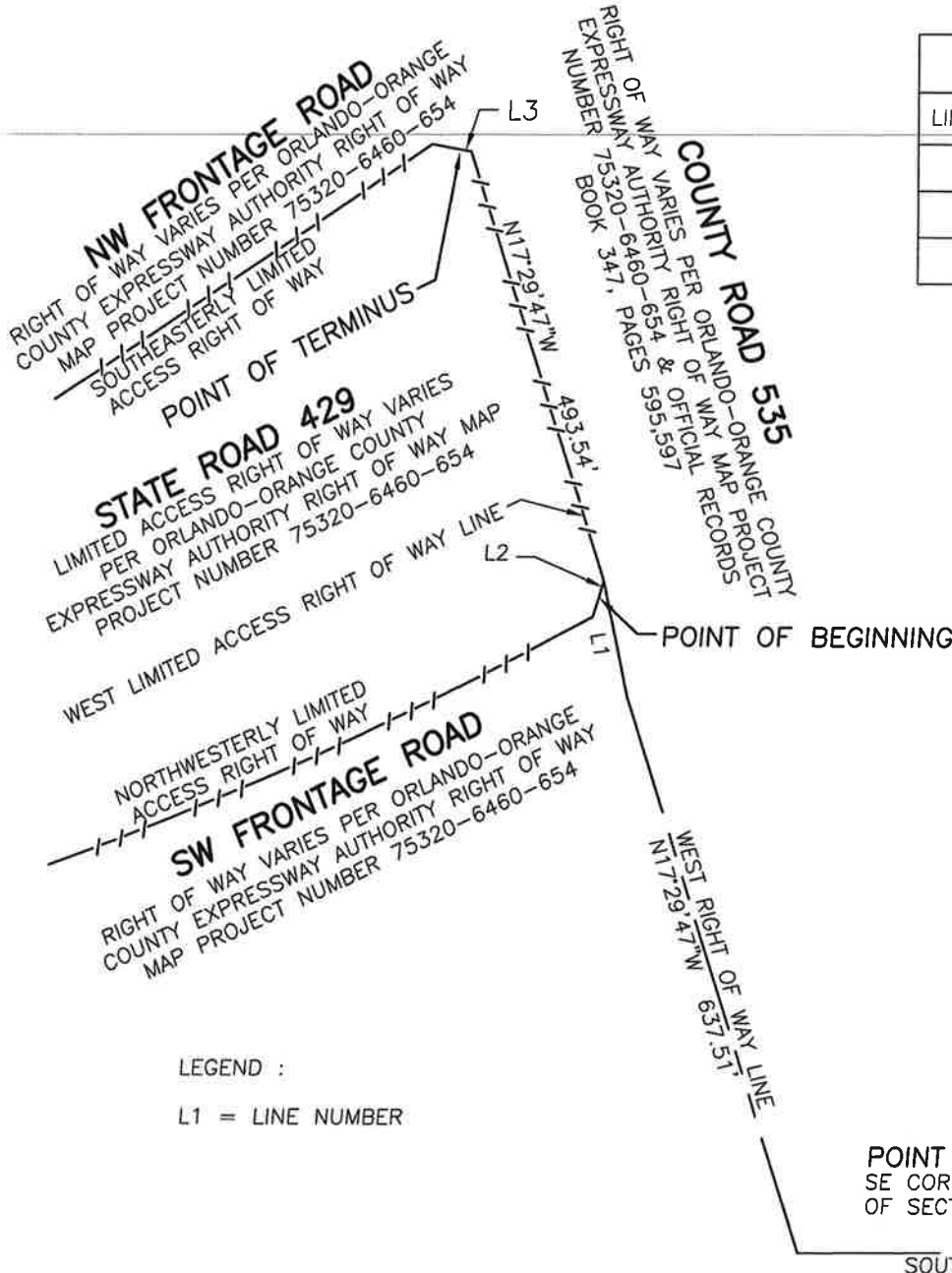
NOT VALID WITHOUT SHEET 2

<b>Description</b>  FOR <b>Central Florida          Expressway Authority</b>	Date: 01/06/2017 KR		Certification Number LB2108 55680008
	Job Number: 55680	Scale: 1" = 200'	 <b>SOUTHEASTERN SURVEYING          AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

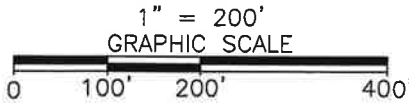


CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : RELEASE OF LIMITED ACCESS  
 RIGHTS  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N11°46'47"W	130.51'
L2	N16°48'56"E	18.63'
L3	N79°24'57"W	11.90'



LEGEND :  
 L1 = LINE NUMBER



**SOUTHEASTERN SURVEYING AND MAPPING CORPORATION**  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108  
 e-mail: info@southeasternsurveying.com

Drawing No. 55680008  
 Job No. 55680  
 Date: 01/06/2017  
 SHEET 2 OF 2  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : FEE SIMPLE  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B

13 JAN 17 11:235

**DESCRIPTION :**

A portion of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida; thence South 89°42'53" West, a distance of 551.03 feet, along the South line of said Northwest quarter to a point on the East right of way line of County Road 535 per the Orlando-Orange County Expressway Authority right of way map Project Number 75320-6460-654; thence along said East right of way line the following courses and distances : North 17°29'47" West, a distance of 702.01 feet; thence North 22°07'25" West, a distance of 161.35 feet to the POINT OF BEGINNING, said point being on the East Limited Access Right of Way line of said County Road No. 535; thence continue along said East Limited Access Right of Way line North 17°29'47" West, a distance of 464.38 feet to a point on the Southeasterly Limited Access Right of Way line of NE Frontage Road as shown on said right of way map; thence North 10°35'05" East, a distance of 22.02 feet, along said Southeasterly Limited Access Right of Way line to a point on a line that is 10.37 feet Easterly of and parallel with said East Limited Access Right of Way line; thence South 17°29'47" East, a distance of 492.15 feet, along said parallel line to a point on the Northwesterly Limited Access Right of Way line of SE Frontage Road as shown on said right of way map; thence North 68°40'28" West, a distance of 13.31 feet, along said Northwesterly Limited Access Right of Way line of SE Frontage Road to the POINT OF BEGINNING.


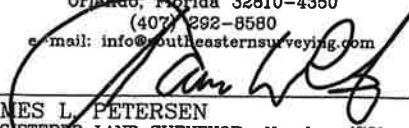
Reserving all rights of ingress, egress, light, air and view to, from or across any of the above described right of way property which may otherwise accrue to any property adjoining said right of way.

Containing 4,958 square feet, more or less.

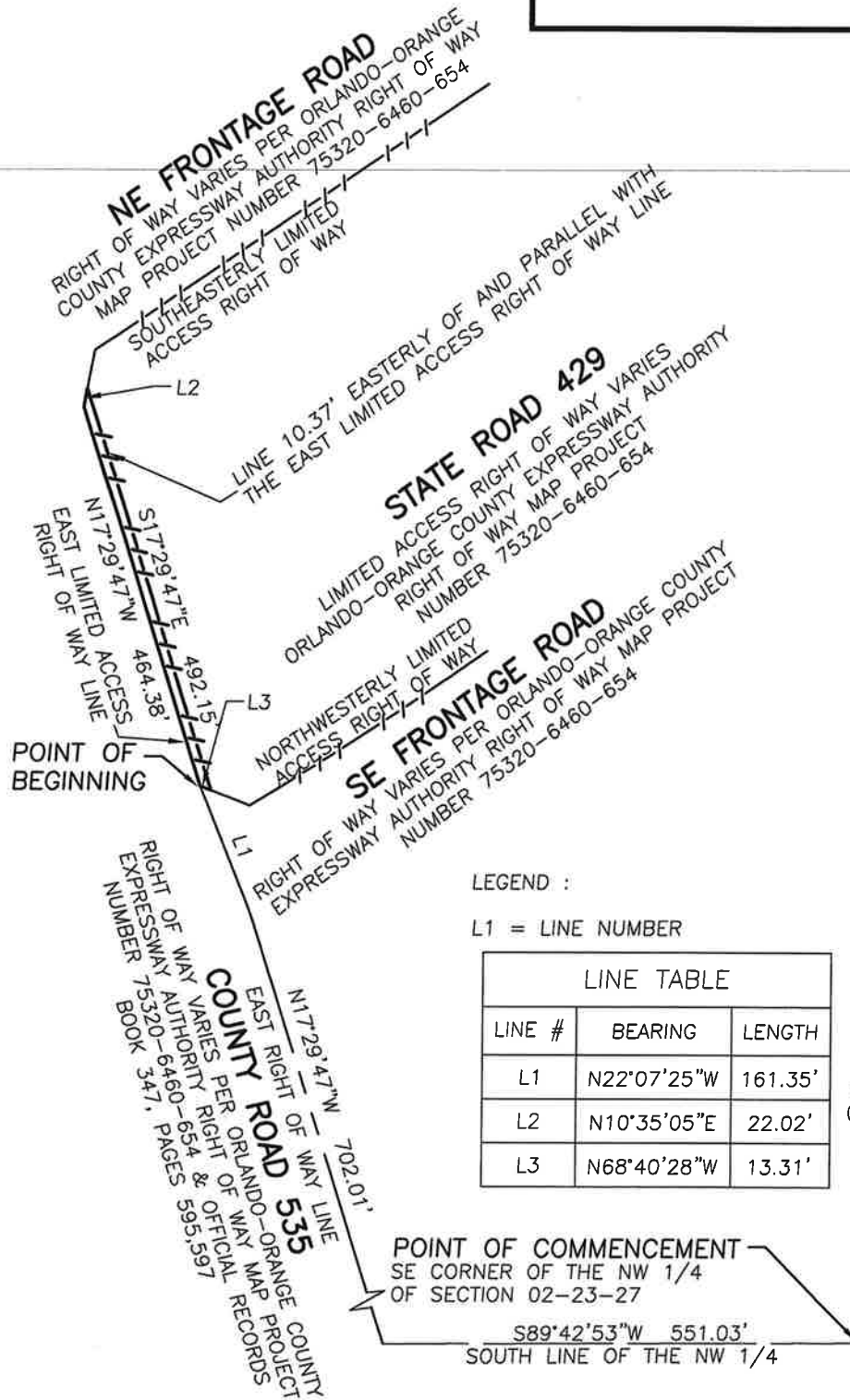
**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the South line of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida being South 89°42'53" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEET 2

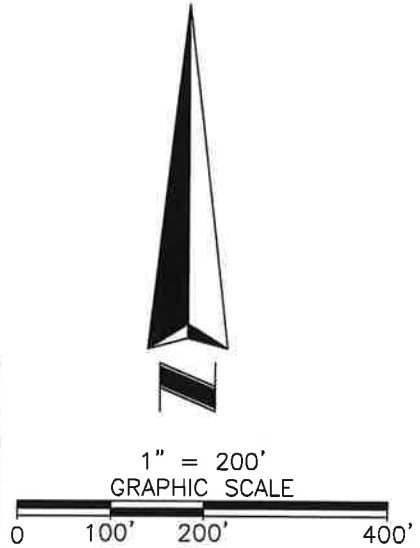
<b>Description</b>  FOR <b>Central Florida          Expressway Authority</b>	Date: 01/11/2017 KR		Certification Number LB2108 55680005   <b>SOUTHEASTERN SURVEYING          AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com   <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791
	Job Number: 55680	Scale: 1" = 200'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : FEE SIMPLE  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B



LEGEND :  
 L1 = LINE NUMBER

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N22°07'25"W	161.35'
L2	N10°35'05"E	22.02'
L3	N68°40'28"W	13.31'



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108  
 e-mail: info@southeasternsurveying.com

Drawing No. 55680005  
 Job No. 55680  
 Date: 01/11/2017  
 SHEET 2 OF 2  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : RELEASE OF LIMITED ACCESS  
 RIGHTS  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B

18 JAN 17 10 12 35

**DESCRIPTION :**

Release of all rights of ingress, egress, light, air and view between the properties lying on either side of the following described line lying in a portion of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:



Commence at the Southeast corner of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida; thence South 89°42'53" West, a distance of 551.03 feet, along the South line of said Northwest quarter to a point on the East right of way line of County Road 535 per the Orlando-Orange County Expressway Authority right of way map Project Number 75320-6460-654; thence along said East right of way line the following courses and distances : North 17°29'47" West, a distance of 702.01 feet; thence North 22°07'25" West, a distance of 161.35 feet to a point on the Northwesterly Limited Access Right of Way line of SE Frontage Road as shown on said right of way map; thence South 68°40'28" East, a distance of 13.48 feet, along said Northwesterly Limited Access Right of Way line of SE Frontage Road to the POINT OF BEGINNING; thence North 68°40'28" West, a distance of 13.31 feet, along said Northwesterly Limited access Right of way line to a point on the East Limited Access Right of Way line of said County Road No. 535; thence North 17°29'47" West, a distance of 464.38 feet, along said East limited Access Right of Way line to a point on the Southeasterly Limited Access Right of Way line of NE Frontage Road as shown on said right of way map; thence N 10°35'05" East, a distance of 22.02 feet, along said Southeasterly Limited Access Right of Way line to the POINT OF TERMINUS.

Release of limited access rights along a line without area.

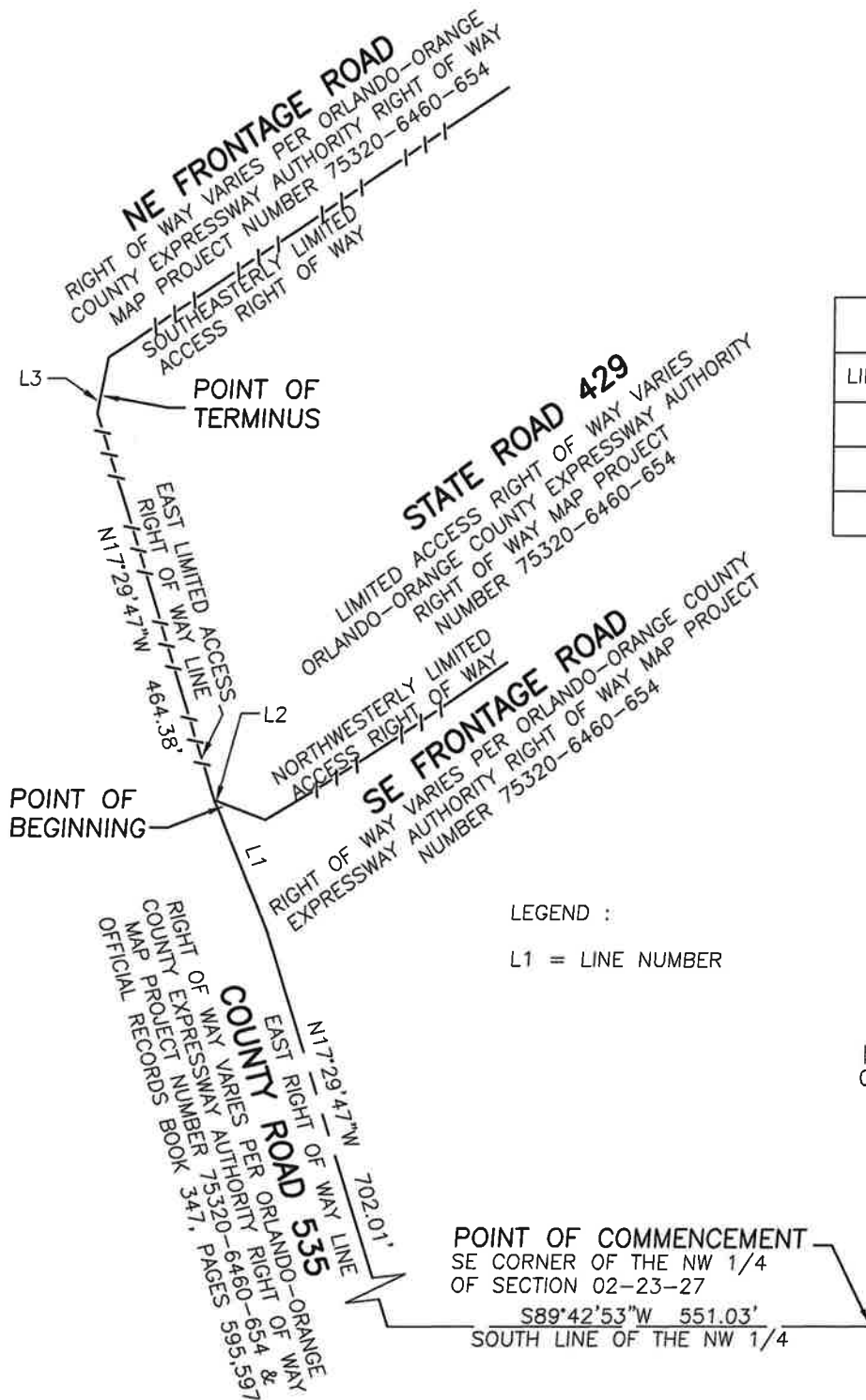
**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the South line of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida being South 89°42'53" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEET 2

<b>Description</b>  FOR <b>Central Florida          Expressway Authority</b>	Date: 01/11/2017 KR		Certification Number LB2108 55680006
	Job Number: 55680	Scale: 1" = 200'	 <b>SOUTHEASTERN SURVEYING          AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-6580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : RELEASE OF LIMITED ACCESS  
 RIGHTS  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N22°07'25"W	161.35'
L2	N68°40'28"W	13.31'
L3	N10°35'05"E	22.02'

LEGEND :  
 L1 = LINE NUMBER



SOUTHEASTERN SURVEYING  
 AND MAPPING CORPORATION  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108  
 e-mail: info@southeasternsurveying.com

Drawing No. 55680006  
 Job No. 55680  
 Date: 01/11/2017  
 SHEET 2 OF 2  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : FEE SIMPLE  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B

13 JUN '17 PM 2:38

DESCRIPTION :

A portion of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:


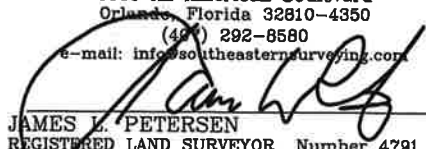
Commence at the Southeast corner of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida; thence South 89°42'53" West, a distance of 551.03 feet, along the South line of said Northwest quarter to a point on the East right of way line of County Road 535 per the Orlando-Orange County Expressway Authority right of way map Project Number 75320-6460-654; thence along said East right of way line the following courses and distances : North 17°29'47" West, a distance of 702.01 feet; thence North 22°07'25" West, a distance of 161.35 feet to a point on the Northwesternly Limited Access Right of Way line of SE Frontage Road as shown on said right of way map; thence South 68°40'28" East, a distance of 46.51 feet along said Northwesternly Limited Access Right of Way line to the POINT OF BEGINNING; said point also being on a non tangent curve concave Northwesternly having a radius of 3263.00 feet, a central angle of 11°00'09" and a chord bearing of North 53°01'52" East; thence from a tangent bearing of North 58°31'56" East, Northeasterly, a distance of 626.59 feet along the arc of said curve; thence South 43°03'20" East, a distance of 15.00 feet to a point on said Limited Access Right of Way line, said point also being on a non-tangent curve concave Northwesternly, having a radius of 2254.87 feet, a central angle of 02°26'21" and a chord bearing of South 44°58'36" West; thence from a tangent bearing South 43°45'25" West, Southwesterly, a distance of 96.00 feet along the arc of said curve and along said Limited Access Right of Way line to a point on a non-tangent curve concave Northwesternly, having a radius of 2266.83 feet, a central angle of 04°57'10" and a chord bearing of South 51°50'55" West; thence from a tangent

Continued on Sheet 2

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida being South 89°42'53" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEETS 2 & 3

<b>Description</b>  FOR <b>Central Florida</b> <b>Expressway Authority</b>	Date: 01/06/2017 KR		Certification Number LB2108 55680009
	Job Number: 55680	Scale: 1" = 200'	 <b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
SHEET 1 OF 3 SEE SHEET 3 FOR SKETCH			 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791

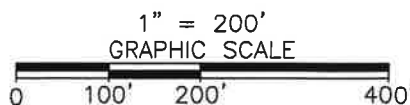
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PURPOSE : LIMITED ACCESS RIGHT OF WAY  
ESTATE : FEE SIMPLE  
A PORTION OF PROJECT NO.  
75320-6460-654 AND PARCEL NO. 107B

DESCRIPTION CONTINUED FROM SHEET 1 :

bearing South 49°22'20" West, Southwesterly, a distance of 195.95 feet along the arc of said curve and along said Limited Access Right of Way line to a point on a non-tangent curve concave Northwesterly, having a radius of 4558.66 feet, a central angle of 04°08'04" and a chord bearing of South 56°24'55" West; thence from a tangent bearing South 54°20'53" West, Southwesterly, a distance of 328.94 feet along the arc of said curve and along said Limited Access Right of Way line; thence North 68°40'28" West, a distance of 15.28 feet, along said Limited Access Right of Way line, to the POINT OF BEGINNING.

Reserving all rights of ingress, egress, light, air and view to, from or across any of the above described right of way property which may otherwise accrue to any property adjoining said right of way.

Containing 10,191 square feet, more or less.



Drawing No. 55680009  
Job No. 55680  
Date: 01/06/2017  
SHEET 2 OF 3  
See Sheet 1 for Description

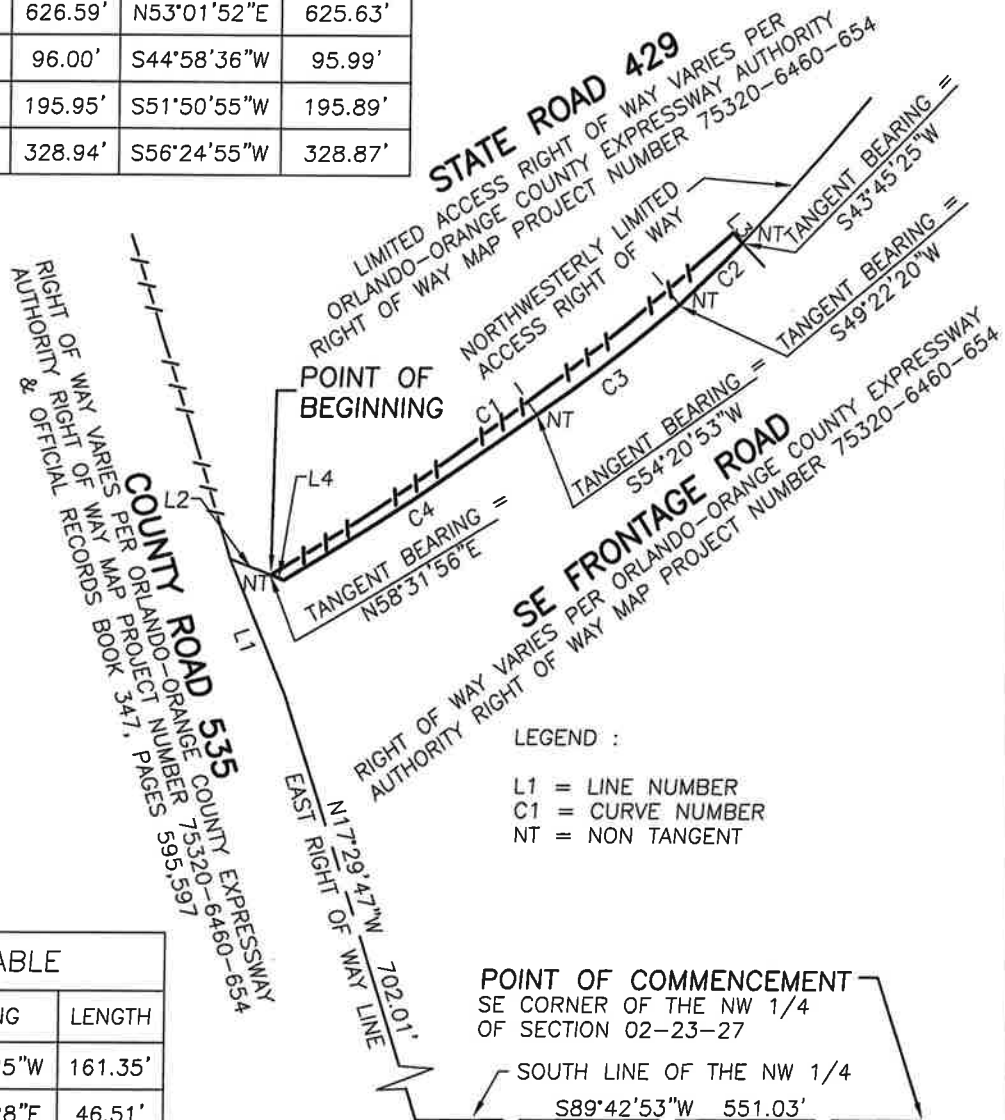
THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEETS 1 AND 3

SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580  
Certification Number LB2108  
e-mail: [info@southeasternsurveying.com](mailto:info@southeasternsurveying.com)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : FEE SIMPLE  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B

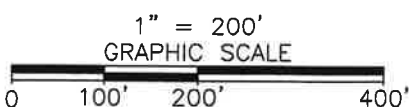
CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	3263.00'	11°00'09"	626.59'	N53°01'52"E	625.63'
C2	2254.87'	02°26'21"	96.00'	S44°58'36"W	95.99'
C3	2266.83'	04°57'10"	195.95'	S51°50'55"W	195.89'
C4	4558.66'	04°08'04"	328.94'	S56°24'55"W	328.87'



LEGEND :  
 L1 = LINE NUMBER  
 C1 = CURVE NUMBER  
 NT = NON TANGENT

LINE #	BEARING	LENGTH
L1	N22°07'25"W	161.35'
L2	S68°40'28"E	46.51'
L3	S43°03'20"E	15.00'
L4	N68°40'28"W	15.28'



SOUTHEASTERN SURVEYING  
 AND MAPPING CORPORATION  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108  
 e-mail: info@southeasternsurveying.com

Drawing No. 55680009  
 Job No. 55680  
 Date: 01/06/2017  
 SHEET 3 OF 3  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEETS 1 AND 2



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : RELEASE OF LIMITED ACCESS  
 RIGHTS  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B

13 JAN '17 PM 12:35

DESCRIPTION :

Release of all rights of ingress, egress, light, air and view between the properties lying on either side of the following described line lying in a portion of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:


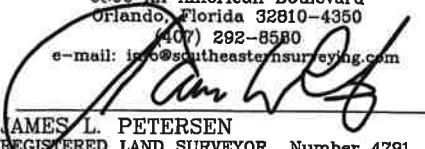
Commence at the Southeast corner of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida; thence South 89°42'53" West, a distance of 551.03 feet, along the South line of said Northwest quarter to a point on the East right of way line of County Road 535 per the Orlando-Orange County Expressway Authority right of way map Project Number 75320-6460-654; thence along said East right of way line the following courses and distances : North 17°29'47" West, a distance of 702.01 feet; thence North 22°07'25" West, a distance of 161.35 feet to a point on the Northwesterly Limited Access Right of Way line of SE Frontage Road as shown on said right of way map; thence South 68°40'28" East, a distance of 61.79 feet along said Northwesterly Limited Access Right of Way line to the POINT OF BEGINNING; said point also being on a non tangent curve concave Northwesterly having a radius of 4558.66 feet, a central angle of 04°08'04" and a chord bearing of North 56°24'55" East; thence along said Limited Access Right of Way line, from a tangent bearing of North 58°28'57" East, Northeasterly, a distance of 328.94 feet, along the arc of said curve to a point on a non tangent curve concave Northwesterly having a radius of 2266.83 feet, a central angle of 04°57'10" and a chord bearing of North 51°50'55" East; thence along said Limited Access Right of Way line, from a tangent bearing of North 54°19'30" East, Northeasterly, a distance of 195.95 feet, along the arc of said curve to a point on a non tangent curve concave Northwesterly having a radius of 2254.87 feet, a central angle of 02°26'21" and a chord bearing of North 44°58'36" East; thence along said Limited Access Right of Way line, from a tangent bearing of North 46°11'47" East, Northeasterly, a distance of 96.00 feet, along the arc of said curve to the POINT OF TERMINUS.

Release of limited access rights along a line without area.

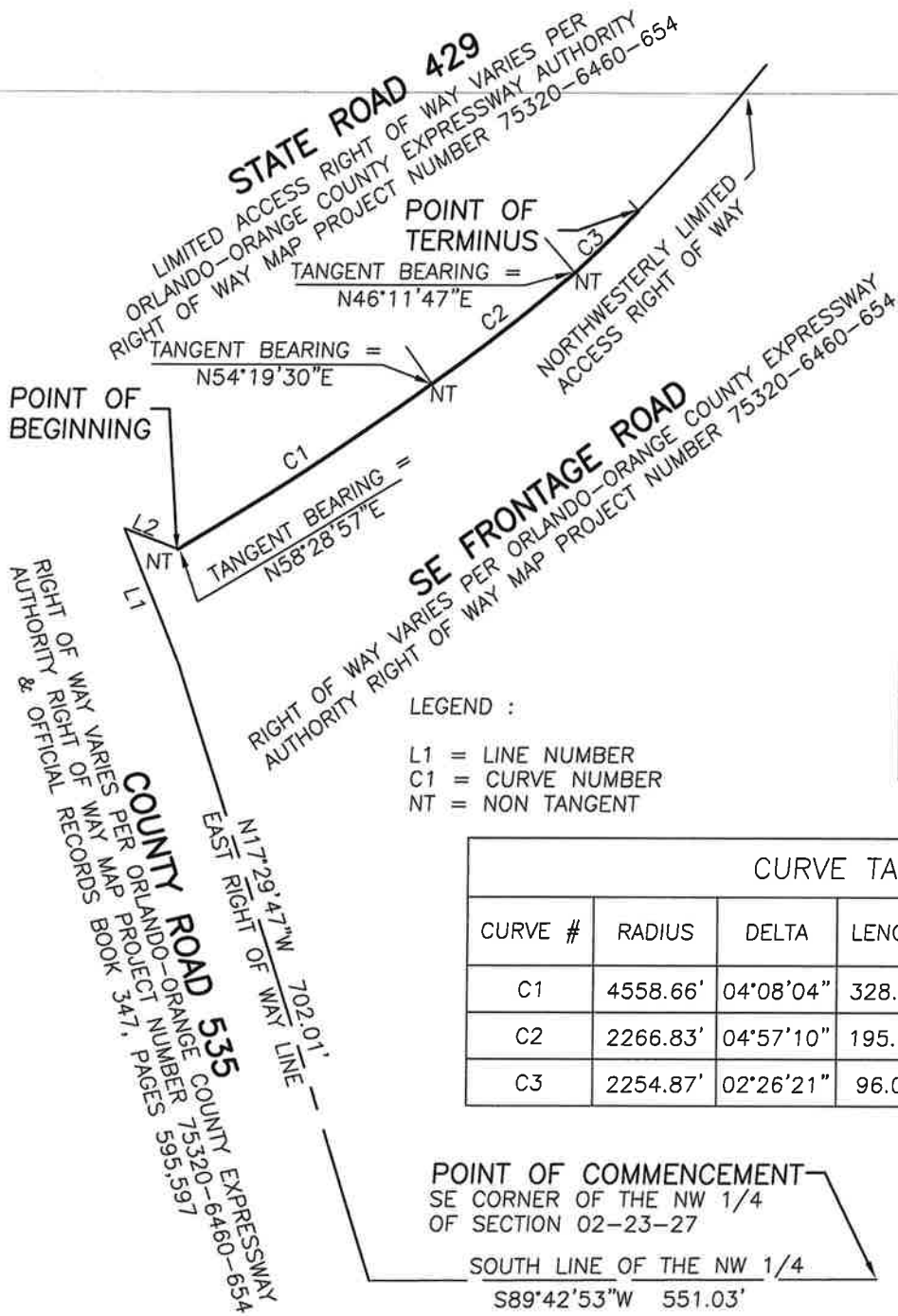
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Northwest quarter of Section 2, Township 23 South, Range 27 East, Orange County, Florida being South 89°42'53" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEET 2

<b>Description</b>  FOR <b>Central Florida</b> <b>Expressway Authority</b>	Date: 01/06/2017 KR		Certification Number LB2108 55680011
	Job Number: 55680	Scale: 1" = 200'	 <b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
			 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 429  
 PURPOSE : LIMITED ACCESS RIGHT OF WAY  
 ESTATE : RELEASE OF LIMITED ACCESS  
 RIGHTS  
 A PORTION OF PROJECT NO.  
 75320-6460-654 AND PARCEL NO. 107B



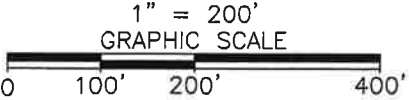
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N22°07'25"W	161.35'
L2	S68°40'28"E	61.79'

LEGEND :  
 L1 = LINE NUMBER  
 C1 = CURVE NUMBER  
 NT = NON TANGENT

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	4558.66'	04°08'04"	328.94'	N56°24'55"E	328.87'
C2	2266.83'	04°57'10"	195.95'	N51°50'55"E	195.89'
C3	2254.87'	02°26'21"	96.00'	N44°58'36"E	95.99'



SOUTHEASTERN SURVEYING  
 AND MAPPING CORPORATION  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108  
 e-mail: info@southeasternsurveying.com



Drawing No. 55680011  
 Job No. 55680  
 Date: 01/06/2017  
 SHEET 2 OF 2  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 2

**EXHIBIT "E"**

**Prepared By:**

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

Reserved for Recording

**Project: Widening of C.R. 535 and Stoneybrook West Parkway**

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, made and executed on the \_\_\_\_ day of \_\_\_\_\_, 2017, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTOR") and CITY OF WINTER GARDEN, a charter city and political subdivision of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("GRANTEE").

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

**SEE ATTACHED COMPOSITE EXHIBIT "A"**

**Property Appraiser's Parcel Identification Number:**

**Not Assigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project: Widening of C.R. 535 and Stoneybrook West Parkway

and claim whatsoever of the GRANTOR, either in law or equity, for the proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions and restrictions which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road 429 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- b) GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right and easement for signs and related structures and facilities, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
- c) GRANTEE expressly agrees for itself and its successors and assigns, to refrain from any use of the hereinafter described real property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.
- d) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE does not commence construction for the widening of C.R. 535 and Stoneybrook West Parkway by **January 2019**, then all right, title, and interest to the Property **shall immediately revert to and vest in** the GRANTOR herein, its successors or assigns, and the conveyance hereunder shall be null and void, and GRANTOR, its successors or assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein, its successors or assigns, shall be a waiver of the operation or enforcement of such condition.
- e) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the Property, or any part thereof, for right-of-way purposes, then all right, title, and interest to the Property, **shall immediately revert to and vest in** the GRANTOR herein, its successors or assigns, and GRANTOR, its successors or assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein, its successors or assigns, shall be a waiver of the operation or enforcement of such condition. GRANTOR retains the right to refuse to accept the Property, or any part thereof, by providing notice, in writing, to the GRANTEE.

Project: Widening of C.R. 535 and Stoneybrook West Parkway

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

Signed, sealed, and delivered  
in the presence of:

**“CFX”  
CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**First Witness:**

BY: \_\_\_\_\_  
CHAIRMAN BUDDY DYER

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**Second Witness:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

(Signature of TWO witnesses required by  
Florida law)

ATTEST: \_\_\_\_\_  
Darleen Mazzillo,  
Executive Assistant

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by BUDDY DYER, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: \_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [ ] OR Produced Identification [ ], Type: \_\_\_\_\_

**EXHIBIT "F"**

**Prepared By:**

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

Reserved for Recording

**Project:** Widening of C.R. 535 and Stoneybrook West Parkway

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, made and executed on the \_\_\_\_ day of \_\_\_\_\_, 2017, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTOR") and CITY OF WINTER GARDEN, a charter city and political subdivision of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("GRANTEE").

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

**SEE ATTACHED COMPOSITE EXHIBIT "B1"**

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

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project: Widening of C.R. 535 and Stoneybrook West Parkway

and claim whatsoever of the GRANTOR, either in law or equity, for the proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions and restrictions which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road 429 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- b) GRANTOR reserves unto itself, its successors and assigns, the re-established limited-access rights of ingress, egress, light, air, and view to, from, or across the Property as described in **Exhibit "B1"** and the limited access line described in **Exhibit "B2"** shall be and is released.
- c) GRANTOR reserves unto itself, its successors and assigns, all rights and privileges and easement associated with the operation, maintenance, expansion, or removal of S.R. 429 facilities over C.R. 535 (hereinafter "Expressway Bridges"), including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Expressway Bridges under, through, across, and over the Property described in **Exhibit "B1."**
- d) GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right and easement for signs and related structures and facilities, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
- e) GRANTEE expressly agrees for itself and its successors and assigns, to refrain from any use of the hereinafter described real property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.
- f) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE does not commence construction for the widening of C.R. 535 and Stoneybrook West Parkway by **January 2019**, then all right, title, and interest to the Property **shall immediately revert to and vest in** the GRANTOR herein, its successors or assigns, and the conveyance hereunder shall be null and void, and GRANTOR, its successors or assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein, its successors or assigns, shall be a waiver of the operation or enforcement of such condition.
- g) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the Property, or any part thereof, for right-of-way purposes, then all right, title, and interest to the Property, **shall immediately**

Project: Widening of C.R. 535 and Stoneybrook West Parkway

revert to and vest in the GRANTOR herein, its successors or assigns, and GRANTOR, its successors or assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein, its successors or assigns, shall be a waiver of the operation or enforcement of such condition. GRANTOR retains the right to refuse to accept the Property, or any part thereof, by providing notice, in writing, to the GRANTEE.

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

Signed, sealed, and delivered  
in the presence of:

**“CFX”**  
**CENTRAL FLORIDA EXPRESSWAY**  
**AUTHORITY**

**First Witness:**

BY: \_\_\_\_\_  
CHAIRMAN BUDDY DYER

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**Second Witness:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

(Signature of TWO witnesses required by  
Florida law)

ATTEST: \_\_\_\_\_  
Darleen Mazzillo,  
Executive Assistant

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by BUDDY DYER, as Chairman of the Central Florida Expressway Authority.



NOTARY PUBLIC

Signature:

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

---

Personally Known [  ] OR Produced Identification [  ], Type: \_\_\_\_\_

**EXHIBIT "G"**

**Prepared By:**

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

Reserved for Recording

**Project:** Widening of C.R. 535 and Stoneybrook West Parkway

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, made and executed on the \_\_\_\_ day of \_\_\_\_\_, 2017, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTOR") and CITY OF WINTER GARDEN, a charter city and political subdivision of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("GRANTEE").

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

**SEE ATTACHED COMPOSITE EXHIBIT "C1"**

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

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project: Widening of C.R. 535 and Stoneybrook West Parkway

and claim whatsoever of the GRANTOR, either in law or equity, for the proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions and restrictions which are set forth below:

- h) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road 429 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- i) GRANTOR reserves unto itself, its successors and assigns, all re-established limited-access rights of ingress, egress, light, air, and view to, from, or across the Property as described in **Exhibit "C1,"** and the limited access line described in **Exhibit "C2"** shall be and is released.
- j) GRANTOR reserves unto itself, its successors and assigns, all rights and privileges and easement associated with the operation, maintenance, expansion, or removal of S.R. 429 facilities over C.R. 535 (hereinafter "Expressway Bridges"), including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Expressway Bridges under, through, across, and over the Property described in **Exhibit "C1."**
- k) GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right and easement for signs and related structures and facilities, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
- l) GRANTEE expressly agrees for itself and its successors and assigns, to refrain from any use of the hereinafter described real property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.
- m) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE does not commence construction for the widening of C.R. 535 and Stoneybrook West Parkway by **January 2019**, then all right, title, and interest to the Property **shall immediately revert to and vest in the GRANTOR** herein, its successors or assigns, and the conveyance hereunder shall be null and void, and GRANTOR, its successors or assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein, its successors or assigns, shall be a waiver of the operation or enforcement of such condition.
- n) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the Property, or any part thereof, for right-of-way purposes, then all right, title, and interest to the Property, **shall immediately**

Project: Widening of C.R. 535 and Stoneybrook West Parkway

**revert to and vest in** the GRANTOR herein, its successors or assigns, and GRANTOR, its successors or assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein, its successors or assigns, shall be a waiver of the operation or enforcement of such condition. GRANTOR retains the right to refuse to accept the Property, or any part thereof, by providing notice, in writing, to the GRANTEE.

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

Signed, sealed, and delivered  
in the presence of:

**“CFX”  
CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**First Witness:**

BY: \_\_\_\_\_  
CHAIRMAN BUDDY DYER

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**Second Witness:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

(Signature of TWO witnesses required by  
Florida law)

ATTEST: \_\_\_\_\_  
Darleen Mazzillo,  
Executive Assistant

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by BUDDY DYER, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature:

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [ ] OR Produced Identification [ ], Type: \_\_\_\_\_

**EXHIBIT "H"**

**Prepared By:**

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

Reserved for Recording

**Project:** Widening of C.R. 535 and Stoneybrook West Parkway

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, made and executed on the \_\_\_\_ day of \_\_\_\_\_, 2017, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTOR") and CITY OF WINTER GARDEN, a charter city and political subdivision of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("GRANTEE").

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

**SEE ATTACHED COMPOSITE EXHIBIT "D1"**

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

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project: Widening of C.R. 535 and Stoneybrook West Parkway

and claim whatsoever of the GRANTOR, either in law or equity, for the proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions and restrictions which are set forth below:

- f) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road 429 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- g) GRANTOR reserves unto itself, its successors and assigns, all re-established limited-access rights of ingress, egress, light, air, and view to, from, or across the Property as described in **Exhibit "D1,"** and limited access line described in **Exhibit "D2"** shall be and is released.
- h) GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right and easement for signs and related structures and facilities, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
- i) GRANTEE expressly agrees for itself and its successors and assigns, to refrain from any use of the hereinafter described real property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.
- j) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE does not commence construction for the widening of C.R. 535 and Stoneybrook West Parkway by **January 2019,** then all right, title, and interest to the Property **shall immediately revert to and vest in** the GRANTOR herein, its successors or assigns, and the conveyance hereunder shall be null and void, and GRANTOR, its successors or assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein, its successors or assigns, shall be a waiver of the operation or enforcement of such condition.
- k) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the Property, or any part thereof, for right-of-way purposes, then all right, title, and interest to the Property, **shall immediately revert to and vest in** the GRANTOR herein, its successors or assigns, and GRANTOR, its successors or assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of GRANTOR herein, its successors or assigns, shall be a waiver of the operation or enforcement of such condition. GRANTOR retains the right to refuse to accept the Property, or any part thereof, by providing notice, in writing, to the GRANTEE.

Project: Widening of C.R. 535 and Stoneybrook West Parkway

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

Signed, sealed, and delivered  
in the presence of:

**“CFX”  
CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**First Witness:**

BY: \_\_\_\_\_  
CHAIRMAN BUDDY DYER

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**Second Witness:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

(Signature of TWO witnesses required by  
Florida law)

ATTEST: \_\_\_\_\_

Darleen Mazzillo,  
Executive Assistant

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by BUDDY DYER, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: \_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [ ] OR Produced Identification [ ], Type: \_\_\_\_\_



**EXHIBIT "I"**

**SKETCH OF PROPERTY TO BE CONVEYED  
WITH RE-ESTABLISHED LIMITED ACCESS LINES**




**CONSENT AGENDA ITEM**

**#19**

## MEMORANDUM

**TO:** CFX Board Members  
Laura Kelley, Executive Director

**FROM:**  Joseph L. Passiatore, General Counsel

**DATE:** January 30, 2017

**SUBJECT:** Amendment No. 1 to the University of Central Florida Research Foundation, Inc.- Central Florida Expressway Authority (UCFRF-CFX) Agreement

---

Board approval is requested for Amendment No. 1 to the UCFRF-CFX Agreement entered into on March 10, 2016. The intent of the amendment is to extend the patent protection for the additional wrong way driving applications.

JLP/ml  
Attachments

**AMENDMENT NO. 1  
TO  
UCFRF-CFX AGREEMENT**

This Amendment (“**Amendment**”) to the UCFRF-CFX Agreement entered into on March 10, 2016 (“**Agreement**”) by the University of Central Florida Research Foundation, Inc. (“**UCFRF**”) and the Central Florida Expressway Authority (“**CFX**”) (previously, Orlando-Orange County Expressway Authority), is effective as of December 14, 2016 (hereinafter, the “**Amendment Effective Date**”), and is intended to be part of the Agreement by mutual agreement of the Parties, pursuant to Paragraph 8.7.

The purpose of this Amendment is to update the Agreement to (i) incorporate a new patent application filed subsequent to a new invention disclosure by one of the **Inventors** to the University of Central Florida (“**UCF**”) Office of Technology Transfer in the course and performance of the UCF-CFX Interlocal Agreement, effective March 1, 2014, and (ii) modify definitions and their use accordingly. Only the articles, paragraphs, and sections referenced are hereby modified, and all other provisions of the Agreement remain unchanged.

Revise Article 1 – BACKGROUND

Article 1, Paragraph 1.1 is deleted in its entirety and replaced with the following:

- 1.1. In the course of performance under and disclosing information relating to an Interlocal Agreement effective March 1, 2014, between the University of Central Florida (“**UCF**”) and Orlando-Orange County Expressway Authority (now known as **CFX**), Dr. Haitham Al-Deek and Mr. John Rogers of UCF and Mr. Corey Quinn of CFX (collectively the “**Inventors**”) made or reduced to practice certain inventions(s) described in an invention disclosure titled,
  - 1.1.1. “*Design Concept and Implementation of Rectangular Rapid Flashing Beacon (RRFB) Technology as Countermeasure for Wrong Way Driving*” and further described and subsequently filed as a provisional patent application on July 31, 2015, U.S. serial number 62/199,579 (“**Invention A**”), which is included within the Patent Rights, as defined in Paragraph 2.1. This is disclosed as UCFRF Case No. 10996/33317.
  - 1.1.2. “*Wrong Way Vehicle Detection and Control System*” and further described and subsequently filed as a provisional patent application on August 16, 2016, U.S. serial number 62/375,571 (“**Invention B**”), which is included within the Patent Rights, as defined in Paragraph 2.1. This is disclosed as UCFRF Case No. 11079/33516.(**Invention A** and **Invention B**, collectively the “**Invention(s)**”)

Revise Article 2 – DEFINITIONS

Article 2, Paragraphs 2.2 and 2.3 are deleted in their entirety and replaced with the following:

- 2.2 “**Patent Rights**” means patent applications or patents as follows: (1) U.S. Patent Application Serial Number 62/199,579, filed on July 31, 2015 titled, “Wrong Way Indication Beacon and Related Methods,” and (2) U.S. Patent Application Serial Number 62/375,571, filed on August 16, 2016 titled, “Wrong Way Vehicle Detection and Control System,” and any future patent applications claiming the benefit of priority thereof including all divisions, continuations, reexaminations, and reissues of these applications only.
- 2.3 “**Expenses**” means all actual out-of-pocket costs incurred by **UCFRF** or **CFX** as applicable for the preparation, filing, and prosecution of United States and foreign patent applications comprising **Patent Rights**, and extraordinary expenses as provided in Paragraph 3.4, and the maintenance of resulting patents, exclusive of any salaries, administrative, or other indirect costs.

Revise Article 4 – LICENSING

Article 4, Paragraph 4.1 is deleted in its entirety and replaced with the following:

- 4.1 **CFX hereby grants to UCFRF the exclusive right to negotiate, execute, administer and manage License Agreement(s) for the commercial development, licensing and sale of the Patent Rights.**

SIGNATURES BEGIN ON NEXT PAGE

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals by their respective duly authorized officers hereunto, on the day and year hereinafter written.

For Central Florida Expressway Authority

\_\_\_\_\_

Name: Mayor Buddy Dyer  
Title: Chairman

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Darlene Mazzillo  
Executive Assistant

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CFX General Counsel

Mailing Address for notices and communications:

Central Florida Expressway Authority  
Attn: Joseph L. Passiatore, General Counsel  
4974 ORL Tower Road  
Orlando, FL 32807  
Telephone: (407) 690-5000  
Fax: (407) 690-5011  
Email address: [Joe.Passiatore@CFXWay.com](mailto:Joe.Passiatore@CFXWay.com)

For University of Central Florida Research Foundation, Inc.

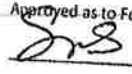
  
\_\_\_\_\_

Dr. Thomas P. O'Neal  
Vice President  
University of Central Florida Research Foundation, Inc.

1/11/2017  
Date

Mailing Address for notices and communications:

Andrea Adkins, Assistant Director  
University of Central Florida  
Office of Technology Transfer  
12201 Research Parkway, Suite 501  
Orlando, Florida 32826-3246  
Email address: [Andrea.Adkins@ucf.edu](mailto:Andrea.Adkins@ucf.edu)  
Telephone: (407) 823-0138  
Facsimile: (407) 882-9010

Approved as to Form and Legality  
 1/10/2017

Reviewed by OTT:  1/10/2017

**March 10, 2016**  
**Agreement**

**AGREEMENT**  
**between**  
**UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.**  
**And**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

This Agreement (“**Agreement**”) is effective this 10<sup>th</sup> day of August 2016 (“**Effective Date**”), between the University of Central Florida Research Foundation, Inc. (“**UCFRF**”), a Florida nonprofit corporation, having an address at 12201 Research Parkway, Suite 501, Orlando, FL 32826, and Central Florida Expressway Authority (“**CFX**”) (previously, Orlando-Orange County Expressway Authority), a body and corporate politic and agency of the State of Florida, having an address at 4974 ORL Tower Road, Orlando, FL 32807. (**UCFRF** and **CFX** shall be referred to individually as “**Party**” or collectively as “**Parties**”)

1. **BACKGROUND**

- 1.1 In the course of performance under and disclosing information relating to an Interlocal Agreement effective March 1, 2014, between the University of Central Florida (“**UCF**”) and Orlando-Orange County Expressway Authority (now known as **CFX**), Dr. Haitham Al-Deek and Mr. John Rogers of UCF and Mr. Corey Quinn of **CFX** (collectively the “**Inventors**”) made or reduced to practice certain invention(s) described in an invention disclosure titled, “*Design Concept and Implementation of Rectangular Rapid Flashing Beacon (RRFB) Technology as Countermeasure for Wrong Way Driving*” and further described and subsequently filed as a provisional patent application on July 31, 2015, U.S. serial number 62/199,579 (“**Invention**”), which is included within the **Patent Rights**, as defined in Paragraph 2.1. This is disclosed as UCFRF Case No.10996/33317.
- 1.2 Dr. Al-Deek and Mr. Rogers are each required to assign to **UCF** their respective interest in any patent rights covering inventions made during the course of employment with **UCF**, and have assigned such rights in the Invention to **UCFRF**. **UCFRF** has been assigned the rights by **UCF** to certain inventions and discoveries emanating from research and educational activities at **UCF**, a public university of the state of Florida.
- 1.3 Mr. Corey Quinn is an employee of **CFX** and is either required by employment contract or at will to assign to **CFX** his respective interest in any patent rights covering inventions made during the course of his employment with **CFX** and has assigned or will assign such rights in the Invention to **CFX**.
- 1.4 **UCFRF** and **CFX** are co-owners of the **Patent Rights** through the assignments as described herein.
- 1.5 **UCFRF** is willing to take the lead in identifying licensee(s) and negotiating a license(s) or option agreement(s) for the **Patent Rights** for commercial purposes on behalf of **UCFRF** and **CFX**.
- 1.6 **UCFRF** is willing to administer all subsequent patent filings, prosecution, and maintenance of the **Invention**.
- 1.7 It is the mutual desire of **UCFRF** and **CFX** that their respective undivided interests in the **Patent Rights** be administered in a manner to ensure the rapid commercialization of the **Patent Rights** and to make their benefits widely available to the public.
- 1.8 **UCFRF** and **CFX** wish to enter into this **Agreement** to establish a means for filing and prosecuting the **Patent Rights**, for administering and licensing the **Patent Rights**, and for sharing income derived from licensing of the **Patent Rights**.



## 2. DEFINITIONS

- 2.1 "License Agreement" shall mean any agreement(s) entered into by UCFRF on behalf of UCF and CFX that grants a third party (or licensee) the right to make, use, and/or sell products or processes covered by Patent Rights in the territory.
- 2.2 "Patent Rights" means patent applications or patents as follows: U.S. Patent Application Serial Number - 62/199,579, filed on July 31, 2015 titled, "Wrong Way Indication Beacon and Related Methods," and any future patent applications claiming the benefit of priority thereof including all divisions, continuations, reexaminations, reissues of this application only.
- 2.3 "Expenses" means all actual out-of-pocket costs incurred by UCFRF for the preparation, filing, and prosecution of United States and foreign patent applications, extraordinary expenses as provided in Paragraph 3.4, and the maintenance of resulting patents, exclusive of any salaries, administrative, or other indirect costs.

## 3. PATENT PROSECUTION AND PROTECTION

- 3.1 (a) CFX agrees that UCFRF shall coordinate with its outside patent counsel to file, prosecute, and maintain patent application(s) relating to the Patent Rights and shall promptly provide or direct patent counsel to provide to CFX all serial numbers and filing dates, together with copies of all the applications, including copies of correspondence, all patent office actions, responses, and all other patent office communications, including copies of issued patent(s). Such correspondence shall be sent electronically to the following CFX email address: [Joe.Passiatore@CFXWay.com](mailto:Joe.Passiatore@CFXWay.com).
- (b) UCFRF shall consult with CFX at least ninety (90) days prior to any relevant bar date and shall make an election, in countries where statutory protection is available, as to whether, when, and in what countries to file foreign patent applications. If UCFRF decides not to file applications under the Patent Rights in any country that CFX desires to seek protection, then CFX shall have the right, at its sole expense, to file and prosecute such applications in such countries. If UCFRF decides to file applications under the Patent Rights in any country that CFX does not desire to seek prosecution, then UCFRF shall have the right to file and prosecute such applications at its sole expense.
- 3.2 Subject to the exclusions set forth in 3.1(b), UCFRF and CFX agree to equally (50/50) share Expenses associated with Patent Rights. Requests for reimbursement of fifty percent (50%) of the Expenses incurred by UCFRF shall be submitted periodically throughout the term of this Agreement to CFX via invoice with supporting documentation. In the event that CFX directly incurs any Expenses, requests for reimbursement of fifty percent (50%) of the Expenses incurred by CFX shall be submitted to UCFRF via invoice with supporting documentation. Reimbursement of its share of Expenses by CFX shall be capped at \$49,999.00 for purposes of this Agreement. Any additional reimbursement by CFX shall require a supplemental amendment to this Agreement.
- 3.3 Notwithstanding any other provision of this Agreement, UCFRF shall not abandon the prosecution of any patent application or the maintenance of any patent contemplated by this Agreement, without prior written notice to CFX. Upon receiving the written notice, CFX may, at its sole option and expense, assume responsibility for the prosecution of any patent application, or the maintenance of any patent.
- 3.4 In the event that UCFRF or CFX anticipates the possibility of any extraordinary expenditures arising from the preparation, filing, prosecution, licensing, or defense of any patent application or patent contemplated by this Agreement, including, without limitation, interferences, reexaminations, reissues and oppositions, the Party anticipating such expenditures shall notify the other Party with all relevant information and these extraordinary expenditures shall be included as Expenses only upon written agreement of both Parties. UCFRF and CFX shall agree on a mutually acceptable course of action prior to incurring these expenditures.

#### 4. LICENSING

- 4.1 **CFX** hereby grants to **UCFRF** the exclusive right to negotiate, execute, administer and manage **License Agreement(s)** for the commercial development and sale of the **Invention**.
- 4.2 **UCFRF** and **CFX** will use all reasonable efforts to cooperate with each other with respect to the licensing of **Patent Rights**, including exchanging information on licensing inquiries received, exchanging marketing materials, and providing other reasonable assistance to the other Party when requested.
- 4.3 **UCFRF** will provide **CFX** their respective drafts of term sheets, option agreements, and **License Agreement(s)** during negotiations with third parties and provide a reasonable period of at least 15 days for review and comments. **UCFRF** agrees to seek reimbursement for all past, present and future patent costs from any third party seeking an exclusive license. In addition, **UCFRF** shall use reasonable efforts to include, without limitation, the following business terms within any **License Agreement**: an upfront fee of cash or equity, milestone payments, an earned royalty, minimum annual royalties, payment of patent costs and diligence terms. Any **License Agreement** will include the following terms: full indemnification of **UCFRF**, **UCF**, and **CFX** by licensee(s), a prohibition against the use of the logos, names, trade names, service marks, or trademarks of **UCFRF**, **UCF**, and **CFX** and the names of the **Inventors**, confidentiality, and a reservation of rights to use as set forth in Section 4.7. To the extent permitted by applicable state law, the parties agree to keep such documents and related documentation confidential in accordance with Article 6 of this **Agreement**.
- 4.4 Except for revenue arising from patent(s) solely pursued by one Party pursuant to 3.1(b), **UCFRF** and **CFX** agree that revenue from licensing of the **Patent Rights** will be shared equally (50/50) between **UCFRF** and **CFX**. Revenue from licensing of the **Patent Rights** shall be distributed on at least a semi-annual basis. **UCFRF** shall keep books and records sufficient to verify **UCFRF's** accounting, including without limitation, invoice records relating to revenue and **Expenses**. Such books and records shall be preserved for a period not less than three (3) years.
- 4.5 Each **Party** shall be responsible for distributing shares of license revenue according to the **Party's** internal agreements, practices and policies.
- 4.6 It is understood that if the United States Government (through any of its agencies or otherwise) funded research during the course of or under which any invention of the **Patent Rights** were conceived or made, the United States Government is entitled, as a right, to a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced any invention of such **Patent Rights** for governmental purposes. Any license granted to a licensee shall be subject to such government right.
- 4.7 It is further understood that any **License Agreement** entered into between **UCFRF** and a third party for **Patent Rights** shall reserve to both **Parties** and their respective organizations, **UCF** and **CFX**, the royalty-free, non-exclusive right to practice any **Patent Rights** licensed hereunder for their own purposes, including research and education, or experimental use purposes for the State of Florida.

#### 5. TERM AND TERMINATION

- 5.1 This **Agreement** is effective from the **Effective Date** and will remain in effect until the sooner of (i) the expiration of the last-to-expire patent under **Patent Rights**, or (ii) at least five (5) years after the **Effective Date** of this **Agreement** that no **License Agreement** respecting **Patent Rights** remains in effect. Termination of this **Agreement** will not relieve either **Party** of any obligation or liability accrued under this **Agreement** before termination, nor will it rescind any payments made or due before termination.

- 5.2 Unless a **License Agreement** is in effect or has been agreed upon as to all financial terms, either **Party** hereto may terminate this **Agreement** for any reason upon at least sixty (60) days written notice ("Notice of Termination") to the other **Party**, but in any event not less than sixty (60) days prior to the date on which responses to any pending patent office actions need to be taken to preserve **Patent Rights**. Upon termination of this **Agreement** all monies due to **UCFRF** or **CFX** as applicable shall become immediately due and payable. Apart from the obligations to share patent costs, Article 4, and apart from specific obligations accrued prior to termination, Article 6 - Confidentiality, the **Parties** will have no further rights or obligations under this **Agreement** after effective termination.
- 5.3 In the event that this **Agreement** is terminated, **UCFRF** may continue patent prosecution or maintenance of the **Patent Rights** at its sole expense. If **UCFRF** chooses not to continue prosecution or maintenance of the **Patent Rights**, **CFX** may proceed with the prosecution or maintenance at its sole expense.

## 6. CONFIDENTIALITY

- 6.1 Each **Party** agrees that during the term of this **Agreement**, and for a period of three (3) years from the expiration or effective date of termination of this **Agreement**, it will treat confidential information with reasonable care to avoid disclosure of the confidential information to any third party, person, firm or corporation, and each **Party** shall be liable for unauthorized disclosure or failure to exercise such reasonable care. Neither **Party** shall have any obligation, with respect to the confidential information, or any part thereof, which:
- (a) is already known to the receiving **Party** at the time of the disclosure;
  - (b) becomes publicly known without the wrongful act or breach of this **Agreement** by the receiving **Party**;
  - (c) is rightfully received by the receiving **Party** from a third **Party** on a non-confidential basis;
  - (d) is approved for release by written authorization of the other **Party**;
  - (e) is subsequently and independently developed by employees of the receiving **Party** who had no knowledge of the confidential information;
  - (f) is disclosed pursuant to any judicial or government request, requirement or order, provided that the **Party** so disclosing takes reasonable steps to provide the other **Party** prior notice in order to contest such request, requirement or order; and
  - (g) is disclosed as may be required by court order or applicable provisions of state or federal law.
- 6.2 Each **Party** shall be entitled, at its option, to disclose confidential information by a written non-disclosure agreement containing these same terms and provisions to its consultants or non-employees retained because of their standing and expertise in the area concerned.
- 6.3 To the extent permitted by law, the **Parties** agree that all non-published patent prosecution documentation and attorney communications shall be confidential information.

## 7. NO WARRANTIES

- 7.1 Each **Party** represents and warrants to the other **Party** that it is a duly organized, validly existing organization, and is in good standing under the laws of the jurisdiction of its state.
- 7.2 Each **Party** represents and warrants to the other **Party** that it has full power and authority (including full corporate power and authority) to execute and deliver this **Agreement** and to perform its obligations

hereunder. All necessary proceedings (including any necessary approval by a Party's board of directors) have been taken by such Party to duly authorize the execution, delivery, and performance of this Agreement by such Party. This Agreement constitutes the valid and legally binding obligation of such Party, enforceable against such Party in accordance with its terms and conditions.

- 7.3 THE PARTIES MUTUALLY AGREE AND ACKNOWLEDGE THAT NEITHER PARTY, BY THIS AGREEMENT, MAKES ANY REPRESENTATIONS AS TO THE OPERABILITY OR FITNESS FOR ANY USE, SAFETY, EFFICACY, ABILITY TO OBTAIN REGULATORY APPROVAL, PATENTABILITY, AND/OR BREADTH OF PATENT RIGHTS. THE PARTIES, MAKE NO REPRESENTATION AS TO WHETHER THERE ARE ANY PATENTS NOW HELD, OR WHICH WILL BE HELD, BY OTHERS OR BY EITHER PARTY IN THE PATENT RIGHTS, NOR DOES EITHER PARTY MAKE ANY REPRESENTATION THAT THE PATENT RIGHTS DO NOT OR WILL NOT INFRINGE ANY OTHER PATENTS NOW HELD OR THAT WILL BE HELD BY OTHERS OR BY EITHER PARTY.
- 7.4 IN NO EVENT WILL EITHER PARTY'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL EITHER PARTY'S LIABILITY OF ANY KIND EXCEED THE TOTAL ROYALTIES WHICH HAVE ACTUALLY BEEN PAID TO THE PARTY BY ANY LICENSEE AS OF THE DATE OF THE FILING OF THE ACTION AGAINST THE PARTY WHICH RESULTS IN THE SETTLEMENT OR AWARD OF DAMAGES.
8. GENERAL
- 8.1 All notices or payment required or permitted to the provisions of this Agreement shall be given by email, or prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed to the other Party at the address designated on the following signature page, or to another address as may be designated in writing by the other Party during the term of this Agreement.
- 8.2 It is understood that both Parties are subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities (including the Arms Control Act, as amended and the Export Administration Act of 1979), and their obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances that any licensee will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. The Parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement. However, neither Party guarantees that such licenses will be granted.
- 8.3 During the term of this Agreement, neither Party will assign its undivided interest in the Patent Rights.
- 8.4 It is agreed that no waiver by either Party hereto of any breach or default of any of the covenants or agreements set forth herein shall be deemed a waiver as to any subsequent or similar breach or default.
- 8.5 This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their successors or assigns, but this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld.
- 8.6 The captions and headings used in this Agreement are for convenience and in no way define, limit the scope or intent of this Agreement or any of its provisions.

- 8.7 This **Agreement** constitutes the entire and only agreement between the **Parties** for **Patent Rights** described herein and all other prior negotiations, representations, agreements and understanding are superseded by the terms of this **Agreement**. Any modification to this **Agreement** must be in writing and agreed to by both parties.
- 8.8 Neither **Party** shall use publicly for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark of the other **Party**, or any simulation, abbreviation, or adaptation of the same, or the name of any employee or agent of the other **Party**, without that **Party's** prior written express consent. A **Party** may withhold such consent in its absolute discretion.
- 8.9 In the performance of their respective duties under this contract, the **Parties** are independent contractors of each other. Neither is the agent, employee, or servant of the other. Each is responsible only for its own conduct.
- 8.10 This **Agreement** in no way restricts either **Party** from cooperating with or receiving cooperation from other public and private agencies, organizations, and individuals with respect to any of the normal activities of either of the **Parties**.
- 8.11 Both **Parties** agree to all of the terms of this **Agreement**. Both **Parties** execute this **Agreement** only after reviewing it thoroughly. That one **Party**, or the other, may have drafted all or part of this **Agreement** will not cause this **Agreement** to be read more strictly against the drafting **Party**. This **Agreement** and any changes to it will be interpreted on the basis that both **Parties** contributed equally to the drafting of each of its parts.

SIGNATURES BEGIN ON NEXT PAGE

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **Agreement** in duplicate originals by their respective duly authorized officers hereunto, on the day and year hereinafter written. Any communication or notice under this **Agreement** shall be provided to the respective Mailing Addresses listed below.

For Central Florida Expressway Authority



Name: Welton G. Cadwell  
Title: Chairman

Date: 3/10/16

ATTEST: 

Darlene Mazzillo  
Executive Assistant

APPROVED AS TO FORM AND LEGALITY:

  
CFX General Counsel

Mailing Address for notices and communications:

Central Florida Expressway Authority  
Attn: Joseph L. Passiatore, General Counsel  
4974 ORL Tower Road  
Orlando, FL 32807  
Telephone: (407) 690-5000  
Fax: (407) 690-5011  
Email address: [Joe.Passiatore@CFXWay.com](mailto:Joe.Passiatore@CFXWay.com)

For University of Central Florida Research Foundation, Inc.



Dr. Thomas P. O'Neal  
Vice President  
University of Central Florida Research Foundation, Inc.

Date 2/26/2016

Approved as to Form and Legality

On behalf of SMS - R  
2-25-16

Mailing Address for notices and communications:

Andrea Adkins, Assistant Director  
University of Central Florida  
Office of Technology Transfer  
12201 Research Parkway, Suite 501  
Orlando, Florida 32826-3246  
Email address: [Andrea.Adkins@ucf.edu](mailto:Andrea.Adkins@ucf.edu)  
Telephone: (407) 823-0138  
Facsimile: (407) 882-9010

Reviewed by OTT: MS 2-26-16


**CONSENT AGENDA ITEM**

**#20**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 30, 2017

RE: Approval of Contract Renewal with Retrievev Acquisition LLC, II, LLC for  
Offsite Records Storage Services  
Contract No. 000877

---

Board approval is requested for the fourth renewal of the referenced contract with Retrievev Acquisition LLC, II, LLC, in the amount of \$0.00 for a one year period beginning April 18, 2017 and ending April 17, 2018. The original contract is a piggy-back with an existing contract between GOAA and Retrievev for five years with five one-year renewals.

Original Contract Amount	\$ 46,092.84
First Renewal	\$ 40,000.00
Second Renewal	\$ 30,000.00
Third Renewal	\$ 30,000.00
Fourth Renewal	\$ <u>0.00</u>
Total	\$146,092.00

The service to be provided by Retrievev Acquisition LLC, II, LLC, under this renewal is to perform Offsite Storage Services for CFX.

Reviewed by: 

Michelle Maikisch  
Chief of Staff/Public Affairs Officer



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12<sup>th</sup> day of January 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Retrievox Acquisition LLC II, LLC., hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby CFX retained Contractor to perform offsite records storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, under Amendment No. 3 to the agreement between the Contractor and GOAA, the agreement was renewed to April 17, 2015; and

WHEREAS, pursuant to the revised Amendment No. 2, CFS and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to the fourth renewal of said Original Agreement beginning the 18<sup>th</sup> day of April, 2017, and ending the 17<sup>th</sup> day of April 2018, with no increase in the Contract amount.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Third Renewal Agreement ending April 17, 2017, Contractor shall execute a 'Certificate of Completion of the Third Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Third Renewal Agreement ending April 17, 2017.

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

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

RETRIEVOX ACQUISITION LLC, II, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Approval as to Form

\_\_\_\_\_  
General Counsel for CFX

ATTEST: \_\_\_\_\_ (SEAL)  
Secretary or Notary

If individual, furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 25<sup>th</sup> day of January, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Retrievox Acquisition LLC II, LLC, hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby CFX retained Contractor to perform offsite records storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, under Amendment No. 3 to the agreement between the Contractor and GOAA, the agreement was renewed to April 17, 2015; and

WHEREAS, pursuant to the revised Amendment No. 2, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the CFX and Contractor agree to the third renewal of said Original Agreement beginning the 18<sup>th</sup> day of April, 2016 and ending the 17<sup>th</sup> day of April, 2017, at the not-to-exceed cost of \$30,000.00, which amount restates the amount of the Original Agreement and is based on the unit prices in Attachment "A" which is attached hereto and made a part hereof. Unit prices will be applied to the quantities required by CFX.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal Agreement extended to and ending April 17, 2016, Contractor shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending April 17, 2016.

All terms and conditions of said Original Agreement and Second Renewal 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.

RETRIEVOX ACQUISITION LLC, II, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Peter Berndt*  
Authorized Signature

BY: *Jose L. Rod*  
Director of Procurement

Print Name: Peter Berndt

Title: Regional VP

ATTEST: *[Signature]*  
Secretary of Notary

JOSE A. RODRIGUEZ-CASTRO  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # EE 197255  
MY COMMISSION EXPIRES MAY 9, 2016

If Individual, furnish two witnesses:

Witness (1) *[Signature]*

Witness (2) *[Signature]*

REVIEWED AND APPROVED  
BY CFX LEGAL

*[Signature]*

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877

23 MAR '15 AM 10:09

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 5<sup>th</sup> day of March, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Retrievox Acquisition LLC II, LLC, hereinafter called "Contractor"

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby the Authority retained Contractor to perform offsite record storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, under Amendment No. 3 to the agreement between the Contractor and GOAA, the agreement was renewed to April 17, 2015 and

WHEREAS, pursuant to the revised Amendment No. 3, the Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the second renewal of said Original Agreement beginning the 18<sup>th</sup> day of April, 2015 and ending the 17<sup>th</sup> day of April, 2016, at the not-to-exceed cost of \$30,000.00, which amount restates the amount of the Original Agreement and is based on the unit prices in Attachment "A" which is attached hereto and made a part hereof. Unit prices will be applied to the quantities required by the Authority.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement extended to and ending April 17, 2015, (by letter dated December 8, 2014) Contractor shall execute a "Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending April 17, 2015.

All terms and conditions of said Original Agreement and First Renewal 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.

RETRIEVOX ACQUISITION LLC II, LLC


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:   
Authorized Signature

BY:   
Director of Procurement

Print Name: Peter Bernoff

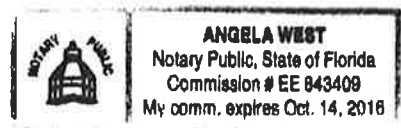
Title: Regional VP

ATTEST:  3/17/15  
(SEAL)  
Secretary or Notary ANGELA WEST

If Individual, furnish two witnesses

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_



Orlando-Orange County Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 18<sup>th</sup> day of October, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Retrievox Acquisition LLC II, LLC, hereinafter called "Contractor".

WITNESSETH

00CEA 13OCT25 PM 1:19

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby the Authority retained Contractor to perform offsite records storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, pursuant to Amendment No. 2, the Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the first renewal of said Original Agreement beginning the 2<sup>nd</sup> day of February, 2014 and ending the 1<sup>st</sup> day of February, 2015, at the cost of \$40,000.00, which amount restates the amount of the Original Agreement and is based on the unit prices in Attachment "A-1" which is attached hereto and made a part hereof. Unit prices will be applied to the quantities required by the Authority.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending February 1, 2014, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending February 1, 2014.

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

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

RETRIEVOX ACQUISITION LLC, II, LLC

ORLANDO-ORANGE COUNTY EXPRESSWAY  
AUTHORITY

BY: *Kim A. Greber*  
Authorized Signature

BY: *Case Mills*  
Director of Procurement

Print Name: Kim A. Greber

Title: General Manager

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



If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

RECEIVED  
CONTRACTS DEPT

*[Signature]* 10/28/13  
SIGNATURE / DATE

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

December 8, 2014

Mr. Kim Greber  
Retrievex Acquisition LLC II, LLC  
1451 Ocoee-Apopka Road  
Apopka, Florida 32703

18 DEC '14 PM 5:04

Re: Extension of Contract Term  
Offsite Records Storage Services  
Contract No. 000877

Dear Mr. Greber:

This letter will serve as an extension of the term of the referenced Contract to April 17, 2015, at no increase in the Contract Amount. All terms and conditions of the Contract and any renewals, additions or amendments thereto remain in effect.

Please acknowledge your acceptance of this extension by returning this letter with original signature below. If you have any questions with regard to this matter you can contact me at 407-690-5371.

Sincerely,


CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Claude Miller  
Director of Procurement

cc: Contract File

Accepted by: Retrievex Acquisition LLC II, LLC



Signature

12-15-2014  
Date

# Novation Agreement

Assured Record Storage, ~~Inc.~~<sup>LLC</sup> (Transferor), a corporation duly organized and existing under the laws of Florida with its principal office in Altamonte Springs, Florida; Retrievox Acquisition LLC II, LLC. (Transferee), a corporation duly organized and existing under the laws of Delaware with its principal office in Peabody, Massachusetts; and Orlando-Orange County Expressway Authority (Owner), enter into this Agreement as of May 18, 2012.

REC'D  
MAY 18 2012  
FBI  
ORLANDO

(a) The parties agree to the following facts:

(1) The Owner has entered into certain contracts with the Transferor, as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the contracts", as used in this Agreement, means the above contracts and all other active contracts, including all modifications, made between the Owner and the Transferor before the effective date of this Agreement.

(2) The Transferor is a wholly owned subsidiary of the Transferee. As of December 30, 2011, all employees of the Transferor have become employees of the Transferee, and the Transferor is in the process of closing down its business.

(3) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(4) It is consistent with the Owner's interests to recognize the Transferee as the successor party to the contracts.

(b) In consideration of these facts, the parties agree as follows:

(1) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(2) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(3) The Owner recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts.

(4) All payments and reimbursements previously made by the Owner to the Transferor and all other previous actions taken by the Owner under the contracts, shall be considered to have discharged those parts of the Owner's obligations under the contracts.

All payments and reimbursements made by the Owner after the effective date of this Agreement should be made in the name of the Transferee, under the same remittance instructions as were applicable for the Transferor.

(5) In consideration of the terms and conditions of this Agreement, the Owner hereby consents to the foregoing transfer and novation of the contracts.

(6) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(c) Transferee shall provide an updated Certificate of Insurance confirming coverage types and limits no less than those specified in the August 1, 2011 Certificate previously provided to Owner by Transferor and naming Owner as an additional insured for general liability and auto liability.

(d) Effective Date. The effective date of this NOVATION AGREEMENT shall be May 18, 2012.

**OWNER / "OOCEA"**

ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY,  
of the State of Florida

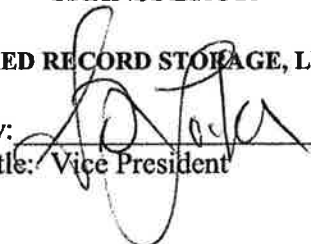
By:   
Max D. Crumit, Interim Executive Director

APPROVED AS TO FORM FOR  
EXECUTION BY A SIGNATORY OF  
THE ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

By:   
General Counsel


**"TRANSFEROR"**

ASSURED RECORD STORAGE, LLC.

By:   
Title: Vice President

**"TRANSFEEE"**

RETRIEVEX ACQUISITION LLC II, LLC.

By:   
Title: Executive Vice President,  
Chief Financial Officer & Treasurer

OOCEA 12 APR 16 AM 11:54

**EXHIBIT "A"**

- 1. OFFSITE RECORDS STORAGE SERVICE, CONTRACT NO. 000598.  
UPON THE EFFECTIVE DATE OF THIS NOVATION AGREEMENT,  
THE NEW CONTRACT NUMBER WILL BE IDENTIFIED AS 000877**

DOUGLAS 120016 041154



ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

AGREEMENT FOR OFFSITE RECORDS STORAGE  
SERVICES



Contract# 000598

This Agreement, made and entered into this 14<sup>th</sup> Day of January, 2009 by and between Orlando-Orange County Expressway Authority, hereinafter referred to as "Authority", and Assured Record Storage, LLC., hereinafter referred to as "Contractor".

WHEREAS, the Contractor responded to an Invitation to Bid identified as 01-08 issued by the Greater Orlando Aviation Authority on February 19, 2008, and was awarded to provide Offsite Records Storage Services and entered into an Agreement dated April 18, 2008, to provide said services to the Greater Orlando Aviation Authority.

WHEREAS, the Contractor agrees the Orlando-Orange County Expressway Authority may utilize the Contractors services through the terms, conditions and prices provided under Agreement dated April 18, 2008, commencing February 2, 2009.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

**WITNESSETH:**

**SCOPE OF WORK AND COMPENSATION**

The Contractor is to perform the Work and receive the Compensation as defined in the Greater Orlando Aviation Authority Agreement dated April 18, 2008 being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth.

000598 000598 000598

.....

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated.

**Contractor:** Assured Record Storage, LLC.

By: Jessica Locke  
Print Name: Jessica Locke  
Title: President  
Date: 1-5-08

OOCEA 12/20/08 09:11:54

**WITNESS:**  
Signature: J Locke  
Print Name: Shawn J Locke  
Date: 1/5/09

**ORLANDO-ORANGE COUNTY**  
**EXPRESSWAY AUTHORITY**

By: [Signature]  
Print Name: Michael [Signature]  
Title: Assoc. Director  
Date: 1/4/09

**WITNESS:**  
Signature: Darleen Mazullo  
Print Name: Darleen Mazullo  
Date: 1-14-09

Approved as to Form and Execution :

Joseph J. Lassitore  
OOCEA General Counsel

**ATTACHMENT "A-1"**

**RETRIEVEX ACQUISITION LLC, II, LLC**

**OFFSITE RECORDS STORAGE SERVICES  
FIRST RENEWAL OPTION PRICING**

<b>SERVICES</b>	<b>Estimated Qty*</b>	<b>(x)</b>	<b>Unit Price</b>	<b>Unit of Measure</b>	<b>(=)</b>	<b>Annual (\$)</b>	
Indexing	960	(x)	<u>\$ .75</u>	occurrence	(=)	<u>\$720.00</u>	
Retrieval	2000	(x)	<u>\$1.25</u>	occurrence	(=)	<u>\$2,500.00</u>	
Re-filing	1000	(x)	<u>\$1.25</u>	occurrence	(=)	<u>\$1,250.00</u>	
Permanent Withdrawal	10	(x)	<u>\$1.75</u>	annual	(=)	<u>\$17.50</u>	
<b>Secured Vault Storage and Climate Controlled Services for Microfilm Boxes: 11.5"x5"x13" 15.5"x10"x13"</b>	50	(x)	<u>\$.30</u>	monthly	(=)	<u>\$180.00</u>	
	<b>Estimated Qty*</b>	<b>(x)</b>	<b>Unit Price</b>	<b>(x)</b>	<b>Estimated Frequency*</b>	<b>(=)</b>	<b>Annual (\$)</b>
<b>STORAGE BOXES</b>							
Standard Archival Box	13,000	(x)	<u>\$.180</u>	(x)	12	(=)	<u>\$25,920.00</u>
Building Plans Box	60	(x)	<u>\$.330</u>	(x)	12	(=)	<u>\$237.60</u>
X-Ray Box	2	(x)	<u>\$.180</u>	(x)	12	(=)	<u>\$4.32</u>
Micro-Media Box (small)	1	(x)	<u>\$.180</u>	(x)	12	(=)	<u>\$2.16</u>
Micro-Media Box (large)	1	(x)	<u>\$.180</u>	(x)	12	(=)	<u>\$2.16</u>

	Estimated Quantity*	(x)	Unit Price	Unit of Measure	(=)	Annual (\$)
<b>DELIVERY / PICKUP</b>						
Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	25	(x)	<u>\$25.00</u>	Request	(=)	<u>\$500.00</u>
Urgent Delivery and/or Pickup per file or box more than 5	10	(x)	<u>\$2.00</u>	Per file or box	(=)	<u>\$20.00</u>
Normal Delivery and/or Pickup of 5 or less files, boxes, containers	140	(x)	<u>\$12.00</u>	Request	(=)	<u>\$1,680.00</u>
Normal Delivery and/or Pickup per file or box more than 5	10	(x)	<u>\$1.00</u>	Per file or box	(=)	<u>\$10.00</u>
Rush Delivery and/or Pickup of 5 or less files and boxes	2	(x)	<u>\$40.00</u>	Request	(=)	<u>\$80.00</u>
Rush Delivery and/or Pickup per file, box more than 5	1	(x)	<u>\$3.00</u>	Per file or box	(=)	<u>\$3.00</u>
Non-Standard Work Hours Delivery	1	(x)	<u>\$60.00</u>	Request	(=)	<u>\$60.00</u>
	Estimated Quantity*	(x)	Rate	Unit of Measure*	(=)	Annual (\$)

**ADMINISTRATIVE SERVICES**

Copy Service	5	(x)	<u>\$1.35</u>	Impression	(=)	<u>\$1.75</u>
Facsimile Transmission	10	(x)	<u>\$1.50</u>	Page	(=)	<u>\$5.00</u>
Research	5	(x)	<u>\$20.00</u>	Hour	(=)	<u>\$100.00</u>

**RECORDS DESTRUCTION, CERTIFIED**

Standard Records Box (Includes Retrieval Fee)	1,500	(x)	<u>\$3.00</u>	Box	(=)	<u>\$4,500.00</u>
--	-------	-----	---------------	-----	-----	-------------------

\*Estimated First Renewal Option Value: \$40,000.00

**ATTACHMENT "A"**  
**Effective - April 17, 2015**  
**RETRIEVEX ACQUISITION LLC, II, LLC**  
**OFFSITE RECORDS STORAGE SERVICES**

	Estimated		Current	Adjusted	Unit of		Annual
SERVICES	Qty.	(x)	Price	Price 1.5%	Measure	(=)	(\$)
Indexing	125	(x)	\$0.75	\$0.76	occurrence	(=)	\$95.00
Initial Box/Media Case Input Shelf	700	(x)	\$0.75	\$0.76	occurrence	(=)	\$532.00
Retrieval	1400	(x)	\$1.25	\$1.27	occurrence	(=)	\$1,778.00
Re-filing	950	(x)	\$1.25	\$1.27	occurrence	(=)	\$1,206.50
Permanent Withdrawal	1000	(x)	\$1.75	\$1.78	annual	(=)	\$1,780.00
						TOTAL	\$5,391.50

	Estimated		Current		Unit of		Annual
STORAGE BOXES	Qty.	(x)	Price		Measure	(=)	(\$)
Standard Archival Box	3877	(x)	\$0.180	\$0.18	12	(=)	\$8,374.32
Record Storage 1.8	64	(x)	\$0.330	\$0.33	12	(=)	\$253.44
Record Storage 2.4	1768	(x)	\$0.330	\$0.33	12	(=)	\$7,001.28
Secure Vault Storage for Media Cases	20			\$6.00	monthly		\$120.00
						TOTAL	\$15,749.04

	Estimated		Current	Adjusted	Unit of		Annual
DELIVERY / PICKUP	Qty.	(x)	Price	Price 1.5%	Measure	(=)	(\$)
Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	0	(x)	\$25.00	\$25.38	Request	(=)	\$0.00
Urgent Delivery and/or Pickup per file or box more than 5	0	(x)	\$2.00	\$2.03	Per file or box	(=)	\$0.00

23 MAR '15 AM 10:03

Normal Delivery and/or Pickup of 5 or less files, boxes, containers	125	(x)	\$12.00	\$12.18	Request	(=)	\$1,522.50
Transportation per cf	1900	(x)	\$1.00	\$1.02	Per CF	(=)	\$1,938.00
Normal Delivery and/or Pickup per file or box more than 5	0	(x)	\$1.00	\$1.02	Per file or bbx	(=)	\$0.00
Rush Delivery and/or Pickup of 5 or less files and boxes	0	(x)	\$40.00	\$40.60	Request	(=)	\$0.00
Rush Delivery and/or Pickup per file, box more than 5	0	(x)	\$3.00	\$3.05	Per file or box	(=)	\$0.00
Non-Standard Work Hours Delivery	0	(x)	\$60.00	\$60.90	Request	(=)	\$0.00
<b>TOTAL</b>							<b>\$3,460.50</b>

	Estimated		Current	Adjusted	Unit of		Annual
<b>ADMINISTRATIVE SERVICES</b>	Qty.	(x)	Price	Price 1.5%	Measure	(=)	(\$)
Copy Service		(x)	\$0.35	\$0.36	Impression	(=)	\$0.00
Facsimile Transmission		(x)	\$0.50	\$0.51	Page	(=)	\$0.00
Research		(x)	\$20.00	\$20.30	Hour	(=)	\$0.00
<b>TOTAL</b>							<b>\$0.00</b>

	Estimated		Current	Adjusted	Unit of		Annual
<b>RECORDS DESTRUCTION, CERTIFIED</b>	Qty.	(x)	Price	Price 1.5%	Measure	(=)	(\$)
Standard Records Box (Includes Retrieval Fee)	1700	(x)	\$3.00	\$3.05	Box	(=)	\$5,185.00
<b>TOTAL</b>							<b>\$5,185.00</b>

\*The quantities for services and storage are estimates.

23 MAR '15 AM 10:09


**CONSENT AGENDA ITEM**

**#21**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams   
Director of Procurement

DATE: February 1, 2017

SUBJECT: Amendment to PayTollo Contract  
Contract No. 001177

---

Board approval is requested to amend Contract No. 001177 with PayTollo to allow the collection of the cash rate plus an amount not to exceed 20 cents for each toll collected. This allowance already exists in the operations agreement approved by the Board on June 22, 2016

Reviewed by:

  
Joann Chizlett  
Director of Special Projects



**SECOND AMENDMENT TO  
AGREEMENT RELATED TO TOLL COLLECTION SERVICES FOR USERS  
WITHOUT TRANSPONDERS VIA WIRELESS APPLICATION  
CONTRACT NO. 1177**

THIS SECOND AMENDMENT to the AGREEMENT RELATED TO TOLL COLLECTION SERVICES FOR USERS WITHOUT TRANSPONDERS VIA WIRELESS APPLICATION (hereinafter "Test Agreement") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between PayTollo Inc., a Delaware corporation, having offices at 1 West Campbell Avenue, Suite E 45, Campbell, California 95008 ("PayTollo" or "Service Provider"), registered and authorized to conduct business in the State of Florida, and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, having offices at 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX").

WITNESSETH:

WHEREAS, PayTollo is the developer of an application that allows its customers to pay for tolls via a cellular telephone application ("Product"); and

WHEREAS, by Contract No. 1177, effective January 14, 2016, the parties agreed to test PayTollo's Product subject to the terms and conditions written therein; and

WHEREAS, the parties desire to amend the Test Agreement as described below; and

WHEREAS, on June 22, 2016, CFX and PayTollo entered into a related agreement, entitled Agreement Related to Toll Collection Services, hereinafter "Operations Agreement," which will become effective upon delivery of written acceptance of the test results and written approval from the CFX Executive Director that acceptable test results have been received.

NOW, THEREFORE, the parties, upon good and valuable consideration, agree to amend the Test Agreement as follows:

1. Effective Date. This Second Amendment shall take effect upon the date of the last party's execution below. All other portions of the Test Agreement, as amended, shall remain in effect as stated therein.

2. Paragraph 3.c.iii of the Test Agreement, entitled "Payment" is amended as follows:

c. iii. Limitation on Additional Service Provider Charges. Service Provider agrees that the total amount collected from Service Provider's Customers will not exceed the rate set for cash tolls set by the applicable toll authority plus up to 20 cents, plus a \$0.40 per bundle convenience fee every four (4) days. If the Service Provider is determined to be charging Service Provider's customers in excess of the amounts allowed pursuant to this Agreement then this fact shall constitute an event of default under this Agreement and CFX

shall be immediately entitled to exercise its rights under this Agreement.

3. Paragraph 6.b. of the Test Agreement, entitled "Compliance with the Public Records Act," shall be deleted and replaced with the following:

6.b. PayTollo acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the PayTollo 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, PayTollo agrees to comply with the Public Records Act.

**IF THE PAYTOLLO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PAYTOLLO'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.

(1)(a) "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).

(2)(b). . . . [T]he 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.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the PayTollo in conjunction with this Agreement, PayTollo shall immediately notify the CFX. In the event the PayTollo has public records in its possession that are subject to Chapter 119, PayTollo shall comply with the Public Records Act. Failure by the PayTollo to grant such public access to public records shall be grounds for immediate unilateral cancellation of this Agreement by CFX or enforcement remedies at CFX's option. The obligations of this section shall survive the expiration or termination of this Agreement and continue in full force and effect until all public records are transferred to CFX or the end of the longest applicable retention period.

4. New Paragraph 11.p. The following paragraph will be added to the end Test Agreement as a new paragraph numbered 11.p.

**11.p. Anti-Discrimination Statement:** An entity or affiliate who has been placed on the discriminatory vendor list may


not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

5. Except as expressly amended hereby, all the remaining provisions of the Test Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Second Amendment by their duly authorized signatures. This Second Amendment was approved by the CFX's Board of Directors at its meeting on \_\_\_\_\_, 2017.

**ACCEPTED AND AGREED TO BY:**

**PAYTOLLO INC.**

By: 

Name: Avnezer Yohalashet

Title: Founder/CEO

Date: 1/25/17

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Executive Assistant

Print Name: \_\_\_\_\_

APPROVED AS TO FORM for the use  
and reliance by CFX only.

By: \_\_\_\_\_

Contract No. 001177

**AGREEMENT RELATED TO  
TOLL COLLECTION SERVICES FOR USERS WITHOUT TRANSPONDERS  
VIA WIRELESS APPLICATION**

This Agreement dated January 14, 2016 (the "Effective Date") is entered into by and between the Central Florida Expressway Authority, a body politic and agency of the State of Florida, having offices at 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and PayTollo Inc., a Delaware corporation, a California, having offices at 1 West Campbell Avenue, Suite E 45, Campbell, California 95008 ("Service Provider"), registered and authorized to conduct business in the State of Florida.

**RECITALS**

WHEREAS, Service Provider is the developer of the PayTollo toll payment platform for tracking and collecting payment of fees from toll-roads. Service Provider represents that it has developed a novel and unique software system for collecting tolls via a cellular telephone application ("Product").

WHEREAS, CFX is an agency of the State of Florida, created by Florida Statutes § 348.753, and is empowered to build and support an expressway system in the Central Florida area; and

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

WHEREAS, Service Provider desires to test its Product in the State of Florida; and

WHEREAS, Service Provider is familiar with the location of toll roads, the toll rates, and applicable laws and regulations in the State of Florida; and

WHEREAS, CFX is willing to participate in a limited proof of concept test or alpha test of Service Provider's Product subject to the terms and conditions set forth below.

**WITNESSETH**

NOW, THEREFORE, in consideration of the promises and covenants of this Agreement, the parties hereto agree as follows:

**1. Definitions.**

- a. "Alpha Test" or "Proof of Concept Test" means the first phase of initial testing of the Product in a controlled test environment.
- b. "Alpha Test Customer" or "Proof of Concept Test Customer" initially means a person who is an employee of CFX or contractor of the Service Provider.

- c. "Beta Test" means the second phase of initial testing of the Product in a controlled test environment.
- d. "Beta Test Customer" refers to third parties who are willing to test the Product, who have entered into an agreement with the Service Provider.
- e. "Product" means the Service Provider's Product, referred to as PayTollo, designed to operate on a cellular telephone or product to collect the appropriate toll after passage through a toll lane, subject to product enhancements and updates.
- f. "Service Provider's Customer" means a person or entity who is not a registered customer with CFX, the State, or another State agency, who has an account with the Service Provider to pay tolls through the Product.

**2. Scope of Work and Operations.**

- a. The Product will be tested in two phases.
- b. Alpha Test.
  - i. Prior to commencement of the Alpha Test, the Service Provider shall deposit the sum specified in paragraph 3(a). The Alpha Test, also referred to as Proof of Concept test, will be conducted by employees of CFX or contractors of the Service Provider.
  - ii. Any person testing the Product including or on behalf of Service Provider using a rental car must sign up for toll coverage from the rental car company and remain fully responsible for all tolls incurred by their test runs plus any additional charges and penalties.
  - iii. The Alpha Test shall last at least thirty (30) calendar days.
  - iv. For a successful Alpha Test, all of the expected test results must be achieved at CFX's sole determination, including the following: (a) the Product must accurately bill Service Provider's Customers, (b) the Product must accurately collect from Service Provider's Customers, (c) the Product must accurately remit payments to CFX, (d) the Product must accurately provide all necessary data for identification of Service Provider's Customers by CFX; (e) the Product must accurately report all toll transactions; and (f) the Product must accurately provide data to support reconciliation of the toll transactions for a period of at least ten (10) consecutive calendar days.
- c. Beta Test.
  - i. If the Alpha Test is successful, then a second test will be conducted, referred to as a Beta Test, which will expand the user group to include third party customers who are willing to test the Product. The Beta Test group shall be comprised of no more than thirty (30) people and test the Product on various toll systems throughout the State of Florida.
  - ii. The Beta Test shall last at least ninety (90) calendar days provided a commercial agreement has not been entered into.

Both parties will agree in writing before the Product is used in a live environment.

- iii. For a successful Beta Test, (a) the Product must accurately bill Service Provider's Customers, (b) the Product must accurately collect from Service Provider's Customers, (c) the Product must accurately remit payments to CFX, (d) the Product must accurately provide all necessary data for identification of Service Provider's Customers by CFX; (e) the Product must accurately report all toll transactions; (f) the Product must accurately provide data to support reconciliation of the toll transactions; and (g) provide customer support for the entire test period or for a minimum number of consecutive calendar days to be determined by CFX.
- iv. If either the Alpha Test or Beta Test are unsuccessful or do not perform as desired or expected by CFX, in its sole discretion, then this Agreement may be terminated in accordance with Paragraph 10.
- d. Operations Agreement. In the event that the Alpha and Beta Tests are successful, the parties agree to negotiate an agreement allowing Service Provider to market its product to Service Provider's Customers and the agreement shall incorporate and be subject to the provisions of paragraph 5.
- e. Necessary Infrastructure. Each party agrees to have the necessary infrastructure and personnel in place to carry out its responsibilities under this Agreement. For the Beta Testing, Service Provider agrees to provide customer service through a live person available during normal business hours. Service Provider agrees to timely respond, address and resolve customer complaints and provide copies to CFX forthwith.
- f. CFX is Not Obligated To Support or Maintain the Product. CFX shall have no obligation to provide support, maintenance or technical assistance to Service Provider for the Product or for the collection process between the Service Provider and Service Provider's Customers.

### 3. Payment.

- a. Deposit. As a condition precedent to commencing the Alpha Test, Beta Test, and beyond, Service Provider shall deposit a refundable deposit to hold as security for Service Provider's performance of its obligations, including the cost of tolls, fees, charges, penalties, mileage at the rate set forth in Section 112.061, Florida Statutes, and other costs and expenses that are incurred by CFX employees arising solely from their test activities. The initial deposit is set at Two Thousand (\$2,000) for the Alpha Test and Beta Test. Beyond that, the deposit shall be adjusted to be the greater of Two Thousand dollars (\$2,000) or the amount of the tolls, service fees, charges, and penalties (collectively referred to as "tolls") collected by Service Provider over a seven-day period, which sum shall represent the average over a six-month period. The deposit shall contain sufficient funds at all times to cover the tolls incurred by Service Provider's Customers and shall be subject to

automatic or immediate replenishment of funds via a wire transfer from a U.S. bank of Service Provider's choosing, or other method of replenishment as may be approved in writing by CFX such that the deposit never is below the required minimum deposit. CFX reserves the right to increase the required deposit as needed. If the Service Provider is unable or unwilling to replenish the required minimum deposit, or if the wire transfer or alternative method of replenishment becomes no longer available, this fact shall constitute an event of default under this Agreement, and CFX shall be immediately entitled to exercise its rights under this Agreement. Service Provider shall have a period of seven (7) calendar days to cure said default, after which time CFX shall be entitled to exercise all of its rights provided in this Agreement or by operation of law. The fact that Service Provider's customers have not for any reason paid Service Provider for tolls paid by Service Provider shall not constitute a defense to Service Provider's default of any term of this Agreement, and shall not be grounds for any reimbursement to Service Provider.

- b. Reimbursement of Costs Incurred by CFX Employees during the Alpha Test. Service Provider agrees to reimburse each CFX employee who is an Alpha Test Customer for the additional costs incurred by each employee for their participation in the Alpha Test. There are two categories of Alpha Test transactions. The first type of transaction involves scenario testing in which an employee of CFX drives through toll gantries for test purposes only. The second type of transaction involves an employee using the Product as part of their normal activities.
- i. For the first type of transaction, the Service Provider shall reimburse CFX for all deposits, tolls, fees, charges, costs, mileage at the set forth in Section 112.061, Florida Statutes, penalties, and other liability incurred by or on behalf of CFX for scenario testing.
  - ii. For the second type of transaction, the Service Provider shall reimburse CFX for all payments incurred by or on behalf of CFX over and above the normal charges that would have been imposed if a transponder had been used, rather than the Product. These additional charges include the amount above the electronic toll rate plus any additional costs, fees, charges, costs, penalties, and any other liability incurred by or on behalf of CFX for the use of the Product.
  - iii. Once the CFX employee is no longer participating in the testing, Service Provider shall refund any unused deposit made to Service Provider by a CFX employee within fifteen (15) days. CFX shall submit a periodic invoice to Service Provider for reimbursement and Service Provider agrees to remit payment to CFX within fifteen (15) days.
- c. Payment of Tolls to CFX. For Alpha Test Customers and Beta Test Customers Service Provider, Service Provider agrees to pay CFX for all tolls, service fees, charges and penalties of each and every transaction incurred by Service Provider's Customers provided that the transaction has been confirmed by either Service Provider or Service Provider's Customer. Service Provider will remit proper payment to



CFX even if the Service Provider does not receive payment from the Service Provider's Customer.

- i. Amount of Toll. For tolls, Service Provider shall remit to CFX the E-PASS (or the electronic toll) rate.
- ii. Cost of Image Review. In addition to the E-PASS rate, Service Provider shall remit to CFX an additional five (5%) on the cash toll rate for the cost of image review and processing or the actual cost of image review and processing, whichever is greater upon CFX's written request.
- iii. Limitation on Additional Service Provider Charges. Service Provider agrees that the total amount collected from Service Provider's Customers will not exceed the rate set for cash tolls set by the applicable toll authority. If the Service Provider is determined to be charging Service Provider's customers in excess of the amounts allowed pursuant to this Agreement, then this fact shall constitute an event of default under this Agreement and CFX shall be immediately entitled to exercise its rights under this Agreement.
- iv. Transfer of Toll Payments. No less than weekly, and more frequently as transactional volumes increase, Service Provider shall transfer tolls, service fees, charges, penalties, and any other associated amounts, to CFX, with a report detailing the basis for the payments. The payment and report shall be provided in a format reasonably requested by CFX and shall include for each toll collected from an Alpha Test Customer and Beta Test Customer the following: (1) a transaction identification number; (2) the electronic toll payment amount; (3) the number of axles registered by the Service Provider's Customer; (4) the license plate of the vehicle the toll payment is to be applied towards; (5) the toll location (from a list provided by CFX); (6) the date and time the vehicle travelled through the toll location according to the Product; (7) the total amount collected from the Alpha Test Customer or Beta Test Customer or future customers including all markups and fees paid to Service Provider; and (8) a description of any errors, discrepancies, glitches, bugs, or other concerns in the information provided by either the Alpha Test Customer, the Beta Test Customer, future customers, the Product, the process, the back office system, or some other component of Service Provider's system or process.
- d. Audit. The Service Provider will provide access to CFX to all data, records, customer transactions, billing records, correspondence, and test results related to the Product during the term of this Agreement. The Service Provider shall comply with the Public Records Act, to the extent applicable, including the retention schedules promulgated by the State of Florida.

4. **Service Provider's Customer Agreement.** Any customer agreement between the Service Provider and the Service Provider's Customer must include the following provisions:

- a. This agreement is between you and the Service Provider, not CFX. Therefore, **PLEASE BE ADVISED** that if your vehicle runs a toll and the payment is not timely submitted to the appropriate toll authority, then you are subject to enforcement procedures incorporated in the rules and policies promulgated by the toll authority and as set forth in the Florida Statutes.
  - b. If you have an E-Pass or SunPass or LeeWay transponder in the vehicle, the E-Pass or SunPass or LeeWay account will be charged automatically. It is your responsibility to make sure that you do not use the Product in a vehicle that is equipped with an E-Pass or SunPass or LeeWay.
  - c. If you have any issues with Service Provider, including but not limited to complaints involving payments to Service Provider for tolls that are not registered as paid by CFX or the appropriate toll authority, by using this Product, you expressly agree that any and all disputes arising out of your use of the Product must be resolved by the Service Provider, not CFX or the appropriate toll authority.
  - d. By using the Product, you release the Central Florida Expressway Authority, its officers, employees, or agents (collectively "CFX") and any other toll agency in the State of Florida from all loss, damage, or injury whatsoever from the use or performance of the Product. CFX or any other toll agency in the State of Florida shall not have any obligation or liability to you with respect to the use, misuse, or performance of the Product. This agreement is personal to you and you are not be permitted to assign the obligations or benefits of this Agreement.
  - e. The invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect. Any remaining valid and enforceable portion(s) of the Agreement shall operate and be interpreted as closely to the original intent as legally possible.
  - f. This Agreement shall be deemed to have been executed and will be performed in Orange County, Florida. All disputes and questions on interpretation shall be governed by and construed in accordance with the laws of the State of Florida, and the parties agree that the exclusive venue for any action or proceeding arising hereunder shall be in Orange County, Florida.
5. **Exclusivity; License.** The parties agree that CFX shall not be required to make any payments to Service Provider for or arising out of this Agreement or for or arising out of the use of the Product. In consideration of CFX's participation in the Alpha Test and Beta Test, the Service Provider hereby grants CFX the exclusive right to process Product transactions for all other toll agencies or entities in the state of Florida for a period of at least five (5) years from the date of this agreement. This provision survives the termination of this Agreement. CFX has the right to enter into similar agreements with other entities who provide similar services. Otherwise, the rights granted under this Agreement are non-exclusive, and the parties agree that this Agreement does not preclude either party from entering into other agreements, except as to other entities in the state of Florida.

- a. No Obligation to Promote. CFX shall have no obligation to promote or market the Product on behalf of Service Provider.
- b. Use of CFX Trademarks. Service Provider has no right to use CFX's name or any logo, trademark, service mark or any other intellectual property right of CFX.

**6. Public Records Act; Confidential Information.**

- a. Public Records. The laws of the State of Florida, including the Florida Public Records Act, as provided in, Chapter 119, F.S. require procurement records and other records to be made public unless otherwise provided by law, and this Agreement and other materials relating to this Agreement may be available through public records request.
- b. Compliance with the Public Records Act. Service Provider 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 Service Provider is subject to the Public Records Act and has public records, including public records that have not yet been delivered to CFX, Service Provider agrees to comply with Section 119.0701, Florida Statutes, and to:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by CFX in order to perform the service.
  - ii. Provide the public with access to public records on the same terms and conditions that CFX would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - iv. Meet all requirements for retaining public records and transfer, at no cost, to CFX all public records in possession of the Service Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CFX in a format that is compatible with the information technology systems of CFX.

If the Contractor does not comply with a public records request, CFX has the right to enforce the contract provisions in accordance with the contract.

- c. Confidential Customer Information. Each party acknowledges and agrees that certain materials that each may share with the other may constitute and contain valuable trade secrets of that party, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) such materials as are clearly marked in writing as confidential and delivered in such a manner that reflects its confidential status in accordance with the confidentiality requirements and conditions set forth below. CFX is

obligated to protect and keep confidential all confidential information related to CFX's customers. The Service Provider will work in conjunction with CFX to confirm the functionality of its Product, but CFX will not share its confidential customer information with Service Provider. Instead, to the extent required to process transactions, Service Provider will share its customer information with CFX.

- d. Maintaining Confidential Information. Each party agrees to keep confidential all confidential information, including but not limited to account numbers and social security numbers, disclosed to it by the other party as required by law and in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information).
  - e. Duration. The obligations of confidentiality provided herein shall survive expiration or termination of this Agreement.
7. **Indemnification.** Service Provider shall be solely responsible for and shall indemnify, defend and hold CFX, its directors, officers, employees and agents ("CFX Indemnitees") harmless from all liabilities, costs, claims, expenses fines, fees, penalties, suits or proceedings (including reasonable attorney's fees), demands, liabilities, damages, injuries (including death) (collectively a "Claim") arising from or in connection with: (i) any claims of infringement of third party intellectual property rights arising out of or related to the Product; (ii) any breach of its representations, warranties or obligations set forth in this Agreement; (iii) any negligence or willful misconduct by Service Provider; (iv) any claim made by or on behalf of Service Provider's Customers arising out of or related to the Product; or (v) any claim made by or on behalf of any other person arising out of or related to the Product, excepting only those claims arising from the sole negligence of CFX, its officials, or employees, except to the extent that such Claim is based upon a material part from: (1) any use of the Product that is outside of the scope of this Agreement; (2) any unauthorized modification or alteration of the Product; (3) any combination or use of the Product with any other product or system or technologies not supplied by Service Provider; or (4) any refusal to accept or use suitable modified or replacement software provided to avoid the purported basis of the Claim. All indemnification obligations in this Agreement are conditioned upon the party seeking indemnification: (i) promptly notifying the indemnifying party in writing of any claim or liability of which the party seeking indemnification becomes aware (including a copy of any related complaint, summons, notice or other instrument); provided, however, that failure to provide such written notice within a reasonable period of time shall not relieve the indemnifying party of any of its obligations hereunder except to the extent the indemnifying party is prejudiced by such failure; (ii) cooperating with the indemnifying party in the defense of any such claim or liability (at the indemnifying party's expense); and (iii) not compromising or settling any claim or liability without prior written consent of the indemnifying party. Service Provider shall have the right to choose counsel and to control the defense in the event that CFX exercises this provision.

8. **Insurance Requirements.** Service Provider shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering Service Provider's Product and activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX, with the understanding that acceptance by CFX shall not be unreasonably withheld. Compliance with the insurance requirements below shall not relieve or limit the Service Provider's liabilities and obligations under this Right of Entry. 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 Service Provider'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.
- a. Service Provider shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. Service Provider shall require of sub-contractors, by appropriate written Agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, Service Provider agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At Service Provider's expense, all limits must be maintained. All insurance coverage required of Service Provider shall be primary over any insurance or self-insurance program carried by CFX.
  - b. **Commercial General Liability:** Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form.
  - c. **Business Automobile Liability:** 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 Service Provider does not own automobiles, Service Provider 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.
  - d. **Workers' Compensation Coverage:** Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements).
  - e. Prior to the expiration of the Certificate of Insurance, Service Provider shall provide CFX with a renewed Certificate of Insurance. Service

Provider shall be responsible for any deductible it may carry. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

9. **Assumption of Risk; Release.** Service Provider, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Product or the use of the Product. Service Provider, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any claim, injury or damage to any person or any real or personal property which Service Provider and its employees, contractors, or agents may suffer or incur in connection with the Product or the use of the Product.
  
10. **Term and Termination.**
  - a. **Term.** The initial term of this Agreement for the Alpha Test and Beta Test shall be no more than six (6) months commencing upon the date of the last party's execution of the Agreement. Thereafter, the Agreement shall continue at CFX's written option for such period as CFX deems appropriate.
  - b. **Termination for Convenience.** CFX has the right to immediately terminate this Agreement for any reason or no reason. Upon termination, Service Provider agrees to immediately cease collecting tolls and other charges for CFX and to remit all amounts owed to CFX, if any.
  - c. **Termination.** Either party may terminate this Agreement in the event the other party fails to perform any material obligation under this Agreement and such failure is not cured within three (3) days after the party who failed to perform receives written notice of the claimed failure from the other party. Service Provider agrees to immediately cease collecting tolls and other charges for CFX and to remit all amounts owed to CFX, if any.
  - d. **Effect of Termination.** Termination of the Agreement shall not relieve either party of its contractual rights and obligations arising or incurred hereunder prior to the date of termination. In the event that Service Provider breaches the provisions of paragraph 5, CFX has the right to seek liquidated damages in the amount of 5% of Service Provider's gross revenue for the period of noncompliance.
  - e. The provisions pertaining to Exclusivity; License; Confidential Information, Indemnification, and Release, in paragraphs 5, 6, 7 and 9 shall survive the termination or expiration of this Agreement.
  
11. **Miscellaneous.**
  - a. **Compliance with Law.** Service Provider represents and warrants that it will comply with all laws applicable to it in connection with this Agreement during the Term.
  - b. **Choice of Law; Venue.** This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

- c. **Notice.** All notices required or permitted by this Contract shall be in writing, and shall be deemed to have been duly given if mailed first-class, certified postage prepaid, addressed as follows:

To the AUTHORITY:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
Attn: General Counsel  
4974 ORL Tower Road  
Orlando, Florida 32807  
407-690-0000

To Service Provider:

PayTollo Inc.  
Attn: Abinezar Yohalashet  
1 W. Campbell Ave. Suite E-45  
Campbell, CA 95008  
415-506-9208

- a. **No Assignment.** No party shall transfer, assign or delegate this Agreement or any rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of all the other party, said consent shall not be unreasonably withheld
- b. **Severability.** If any provision of this Agreement is found by any court, tribunal or administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other Section or part of this Agreement.
- c. **Modifications, Amendments, Alterations and Waivers.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Unless expressly authorized to do so under this Agreement, no party will have the power to bind the other party or incur obligations on the other party's behalf without that party's prior written consent.
- e. **Force Majeure.** No party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of military authorities, fire, floods, earthquakes, accidents or strikes, provided that such party gives prompt written notice thereof to the other parties.

- f. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto.
- g. No Modification. No term of this Agreement shall be modified, waived or changed except by an instrument in writing executed by all the parties.
- h. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017. Service Provider certifies by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- i. No Contingent Fees. Service Provider warrants that it has not employed or obtained any company or person, other than their respective bona fide employees to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement. For the breach or violation of this provision, CFX shall have the right to terminate the Agreement without liability at its discretion.
- j. Counterparts. This Agreement may be executed in two or more counterparts, and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. Executed counterparts delivered by e mail or facsimile transmission shall have the same force and effect as counterparts bearing original signatures.
- k. No Third-party Beneficiaries. No provision of this Agreement is intended to or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any person or entity other than the parties.
- l. Authority to Execute. Each individual signatory hereto warrants that he has the authority to execute this Agreement on his behalf, as well as on behalf of any entity that he represents.
- m. Immunity from Liability. Nothing contained in this Agreement shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.
- n. CFX shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Service Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.



Contract No. \_\_\_\_\_

- o. Interpretation of this Agreement. The Section headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. If any dispute arises concerning the meaning or construction of any term or terms of this Agreement, then no part or term of this Agreement shall be construed for or against any party as a drafting party. The parties hereto recognize that the drafting of this Agreement was the joint effort of all parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatures. This Contract was awarded by CFX's Board of Directors at its meeting on \_\_\_\_\_, 2016.

**ACCEPTED AND AGREED TO BY:**

**PayTollo Inc.**

By: 

Name: Abinezar Yohalashet

Title: CEO

Date: 1/7/16

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: 

Name: Laura Kelley

Title: Executive Director

Date: 1-14-16

**FIRST AMENDMENT TO  
AGREEMENT RELATED TO TOLL COLLECTION SERVICES FOR USERS  
WITHOUT TRANSPONDERS VIA WIRELESS APPLICATION**

THIS FIRST AMENDMENT TO THE AGREEMENT RELATED TO TOLL COLLECTION SERVICES FOR USERS WITHOUT TRANSPONDERS VIA WIRELESS APPLICATION (the "Amendment"), effective April 14, 2016 ("Effective date") is entered into by and among PayTollo Inc, a Delaware corporation, having offices at 1 West Campbell Avenue, Suite E 45, Campbell, California 95008 ("Service Provider"), registered and authorized to conduct business in the State of Florida and Central Florida Expressway Authority ("CFX"), a body politic and agency of the State of Florida, having offices at 4974 ORL Tower Road, Orlando, FL 32807.

WHEREAS, CFX and Service Provider on January 14, 2016 entered into an agreement ("the Agreement") whereby CFX is willing to participate in a limited proof of concept test or alpha test of Service Provider's Product subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the parties have determined it necessary to amend the agreement stated below

NOW, THEREFORE, in consideration of the promises and covenants of this Agreement, the parties hereto agree as follows:

**Section 1. Effective Date.** This First Amendment shall take effect upon the date of the last party's execution of the document. All other portions of the January 14, 2016 Agreement shall remain in effect as stated therein.

**Section 2. Section 2. c. i. Entitled "Scope of Work and Operations" is amended as follows:**

c. **Beta Test.**

- i. If the Alpha Test is successful, then a second test will be conducted, referred to as Beta Test, which will expand the user group to include third party customers who are willing to test the Product. The Beta Test Group shall be comprised of no more than 1,080 customers ~~thirty (30) people~~ and test the Product on various toll systems throughout the State of Florida.

**Section 3. Section 3. c. iii Entitled "Payment" is amended as follows:**

- c. iii. **Limitation on Additional Service Provider Charges.** Service Provider agrees that the total amount collected from Service Provider's Customers will not exceed the rate set for cash tolls set by the applicable toll authority, plus a \$0.40 per bundle convenience fee every four (4) days. If the Service Provider is determined to be charging Service Provider's customers in excess of the

amounts allowed pursuant to this Agreement then this fact shall constitute an event of default under this Agreement and CFX shall be immediately entitled to exercise its rights under this Agreement.

**Section 4. Section 4. Entitled "Service Provider's Customer Agreement" is amended to create a new subparagraph (e.) as follows:**


Any customer agreement between the Service Provider and the Service Provider's Customers must include the following provisions:

- a. This agreement is between you and the Service Provider, not CFX. Therefore, PLEASE BE ADVISED that if your vehicle runs a toll and the payment is not timely submitted to the appropriate toll authority, then you are subject to enforcement procedures incorporated in the rules and policies promulgated by the toll authority and as set forth in the Florida Statutes.
- b. If you have an E-Pass or SunPass or LeeWay transponder in the vehicle, the E-Pass or SunPass or LeeWay account will be charged automatically. It is your responsibility to make sure that you do not use the Product in a vehicle that is equipped with an E-Pass or SunPass or LeeWay.
- c. If you have any issues with Service Provider, including but not limited to complaints involving payments to Service Provider for tolls that are not registered as paid by CFX or the appropriate toll authority, by using this Product, you expressly agree that any and all disputes arising out of your use of the Product must be resolved by the Service Provider, not CFX or the appropriate toll authority.
- d. By using the Product, you release the Central Florida Expressway Authority, its officers, employees, or agents (collectively "CFX") and any other toll agency in the State of Florida from all loss, damage, or injury whatsoever from the use or performance of the Product. CFX or any other toll agency in the State of Florida shall not have any obligation or liability to you with respect to the use, misuse, or performance of the Product. This agreement is personal to you and you are not permitted to assign the obligations or benefits of this Agreement.
- e. A provision that Beta Test Group customers shall refrain from creating or disseminating any independent reports, reviews or other communications regarding the testing process or any results arising there from.
- e.f. The invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect. Any remaining valid and enforceable portion(s) of the Agreement shall operate and be interpreted as closely to the original intent as legally possible.
- ~~f.g.~~ This Agreement shall be deemed to have been executed and will be performed in Orange County, Florida. All disputes and questions on interpretation shall be governed by and construed in accordance with the laws of the State of Florida, and the parties agree that the exclusive venue for any action or proceeding arising hereunder shall be in Orange County, Florida.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatures.

**ACCEPTED AND AGREED TO BY:**

**PayTollo Inc.**

By: 

Name: Abenezer Yohalashet

Title: Founder/CEO

Date: 1/25/17

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: 

Name: Anakh Williams

Title: Director of Procurement

Date: 1-26-17

  
Attest: Regla Lamante  
Executive Assistant  
Print Name: Regla Lamante

Approved by CFX Board on 4/14/16  
**REVIEWED AND APPROVED**  
**BY LEGAL** Leide S. Landon


**CONSENT AGENDA ITEM**

**#22**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 24, 2017

SUBJECT: Approval of Supplemental Agreement No. 1 to TC Delivers, Inc.  
For Toll Operations Printing and Mailing Services  
Contract No. 001085

---

Board approval is requested for Supplemental Agreement No. 1 with TC Delivers, Inc., in the amount of \$718,306.66 to continue the current and expected increase of printing and mailing services that support both E-PASS and Pay By Plate processing through the end of the initial contract term which is June 30, 2018. The supplemental amount is for an additional \$718,306.88.

CFX staff expects continued and future growth specifically in Pay by Plate invoices with the all electronic roadways, Poinciana Parkway and Wekiva Parkway, as well as continued growth of E-PASS accounts. For reference, Pay By Plate volume is currently trending at a rate 59% greater than originally projected when the contract was issued when compared to the period of July 2015 through December 2016.

Original Contract Amount	\$ 537,967.92
Additional Funds	\$ 18,369.00
Supplemental Agreement No. 1	<u>\$ 718,306.66</u>
Total Revised Contract Amount	\$1,274,643.58

Reviewed by: 

David Wynne  
Director of Toll Operations 

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL OPERATIONS PRINTING AND MAILING SERVICES  
CONTRACT NO. 001085  
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 9<sup>th</sup> day of February 2017, by and between the Central Florida Expressway Authority (“CFX”) and TC Delivers, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on April 9, 2015, entered into an Agreement whereby CFX retained the Contractor to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the Contractor by CFX; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$718,306.66 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated April 9, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$718,306.66 which shall make the total not-to-exceed amount of the Contract \$1,274,643.58.

CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Contractor’s waiver of all future rights for additional compensation which is not already defined herein.



IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on February 9, 2017.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Director of Procurement

**TC DELIVERS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
TC DELIVERS**

**TOLL OPERATIONS PRINTING AND MAILING  
SERVICES**

**CONTRACT NO. 001085**

**CONTRACT DATE: APRIL 9, 2015  
CONTRACT AMOUNT: \$537,967.92**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL,  
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL, PERFORMANCE  
AND PAYMENT BOND, AND FORMS**

**FOR**

**TOLL OPERATIONS PRINTING AND MAILING SERVICES**

**CONTRACT NO. 001085**

**APRIL 2015**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton Cadwell, Chairman**

**Scott Boyd, Vice-Chairman**

**Brenda Carey, Secretary/Treasurer**

**Buddy Dyer, Member**

**Fred Hawkins, Jr., Member**

**Teresa Jacobs, Member**

**Walter A. Ketcham Jr., Member**

**Jay Madara, Member**

**S. Michael Scheeringa, Member**

**Diane Guitierrez- Scaccetti, Non-Voting Advisor**

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-12
SS	SCOPE OF SERVICES	SS-1 to SS-9
	Addendum No. 1	
P	PROPOSAL	P-1 to P-8
PCB	PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5

## **CONTRACT**

This Contract No. 001085 (the "Contract" as defined herein below), is made this 9<sup>th</sup> day of April 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and TC DELIVERS, 8879 Boggy Creek Road, Orlando, Florida 32824, hereinafter the CONTRACTOR:

### **WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

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

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

**WHEREAS**, on or about February 8, 2015, the AUTHORITY issued an Invitation to Bid seeking qualified contractors to perform such tasks; and,

**WHEREAS**, CONTRACTOR was the Successful Bidder that responded to the Invitation to Bid and was ultimately selected.

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

### **1. SERVICES TO BE PROVIDED**

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

The services to be provided under this Contract include receiving and processing E-PASS data in electronic format and processing the data into the letter format required by the Authority, printing the letter, inserting it into an envelope and mailing it to the addressee as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addendum,
- 1.3 The Scope of Services, and
- 1.4 The Bid submitted by CONTRACTOR,

(collectively, the "Contract").

## **1. CONTROL OF THE WORK**

All work shall be subject to review and acceptance by the AUTHORITY's designee who shall evaluate the CONTRACTOR's work for compliance with the Contract Documents. The AUTHORITY's designee has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the CONTRACTOR or any subcontractor or supplier.

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years from the date established in the Notice to Proceed. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 15 days notice for cause. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented

termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

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

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

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

The AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

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

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the initial term of the Contract is \$537,967.92.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with unit prices in the CONTRACTOR's bid.

### **4. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

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

4.1 Comprehensive General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

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

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

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



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

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

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

4.5 Performance and Payment Bond: The CONTRACTOR shall furnish to the AUTHORITY, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/3 years). The initial term of the bond shall be from July 1, 2015 through June 30, 2016. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to the AUTHORITY at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in the AUTHORITY giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by the AUTHORITY. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the AUTHORITY. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to the AUTHORITY at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the AUTHORITY's initial approval of the company, then the AUTHORITY may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the AUTHORITY. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by the AUTHORITY.

## **5. INDEMNITY**

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

- violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- CONTRACTOR's failure to include terms in its subcontracts as required by the Contract,
- CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

## **6. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract, CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY will direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

**7. PRESS RELEASES**

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

**8. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

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

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

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

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

**9. NONDISCRIMINATION**

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

**10. NOTIFICATION of CONVICTION of CRIMES**

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's personnel providing services under this Contract shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

## 11. SUBLETTING AND ASSIGNMENT

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

11.1 CONTRACTOR may assign its rights to receive payment under this Contract with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Contract without consent of or advance notice to CONTRACTOR; and

11.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

## **12. DISPUTES**

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

## **13. REMEDIES**

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work.

## **14. PREVAILING PARTY ATTORNEY'S FEES**

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include the initial written claim(s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

**15. UNAUTHORIZED ALIENS**

CONTRACTOR warrants that all persons performing work for the AUTHORITY under the Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. CONTRACTOR 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 Contract and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONTRACTOR has knowingly employed any unauthorized alien in the performance of this Contract, the AUTHORITY may immediately and unilaterally terminate this Contract for cause.

**16. OTHER SEVERABILITY**

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on April 9, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement


DATE: 5/15/15

TC DELIVERS

By:   
Signature

JAMIE FREEMAN  
Print Name

Vice President Client Services  
Title

ATTEST:  (Seal)  
JAMIE FREEMAN

DATE: Apr 17 2015

Approved as to form and execution, only.

  
General Counsel for the AUTHORITY




**CONSENT AGENDA ITEM**

**#23**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 19, 2017

RE: Approval to Purchase Transponders

---

Board authorization is requested to purchase 100,000 sticker type transponders from TransCore, LP, for the following cost:

100,000 sticker transponders @ \$7.87 each = \$787,000.00

Reviewed by:



David Wynne  
Director of Toll Operations




**CONSENT AGENDA ITEM**

**#24**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 27, 2017


RE: Authorization to Advertise for Letters of Interest for  
Design Services for the Supplemental DCS and CCTV Deployment Project  
Project 599-537; Contract No. 001285

---

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide installation on new Data Collection System devices and CCTV cameras throughout the CFX system. The addition of these devices will improve CFX's video and travel time coverage.

This project is funded in the Five-Year Work Plan.

Reviewed by:

  
Bryan Homayouni, P.E.  
Manager of Traffic Operations




**CONSENT AGENDA ITEM**

**#25**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement



DATE: January 27, 2017

RE: Approval of Dynamic Roadway Services, LLC as Subconsultant for the  
Maintenance of ITS Infrastructure Contract with  
Kapsch Trafficom Transportation  
Contract No. 001283

---

Kapsch Trafficom Transportation, CFX's ITS Infrastructure Contractor has requested approval to use Dynamic Roadway Services LLC, to provide CFX with more resources to assist in maintaining its maintenance goals. The cost is expected to be in the range of \$240,000.00 which exceeds the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Kapsch when its contract with CFX was originally awarded.

Board approval of Dynamic Roadway Services LLC as a subcontractor to Kapsch Trafficom Transportation is requested.

Reviewed by:   
Bryan Homayouni, P.E.  
Manager of Traffic Operations 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Kapsch TrafficCom NA, Inc. Date: January 27, 2017

CFX Contract Name: Maintenance of ITS Infrastructure CFX Contract No.: 001283

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Dynamic Roadway Services, LLC

Address: 6046 Calendar Ct. West Lakeland, Fl 33812

Phone No.: 607-232-0049

Federal Employee ID No.: 81-3364918

Description of Services to Be Sublet: ITS Device Maintenance and Repair work

Estimated Beginning Date of Sublet Services: September 1, 2016

Estimated Completion Date of Sublet Services: September 30, 2017

Estimated Value of Sublet Services\*: \$ \$240,000.00

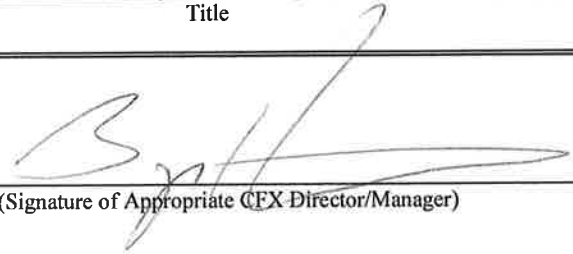
\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with CFX that are applicable to the subconsultant and the services to be sublet:

Requested By:   
(Signature of Consultant Representative)

Senior Project Manager

Title

Recommended by:  Date: 1/27/17  
(Signature of Appropriate CFX Director/Manager)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Appropriate CFX Division Chief)


Attach Subconsultant's Certificate of Insurance to this Request.

# E.2.

## Treasurer's Report



**MEMORANDUM**

**TO:** CFX Board Members  
**FROM:** Michael Carlisle, Director of Accounting and Finance  
**DATE:** January 23, 2017   
**RE:** December 2016 Financial Reports

Attached please find the December 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 DECEMBER 31, 2016 AND YEAR-TO-DATE**

	<u>FY 17 MONTH ACTUAL</u>	<u>FY 17 MONTH BUDGET</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 YEAR-TO-DATE BUDGET</u>	<u>FY 17 YEAR-TO-DATE VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>	<u>FY 16 - 17 YEAR-TO-DATE COMPARISON</u>
<b>REVENUES</b>							
TOLLS	\$ 33,917,780	\$ 32,169,029	\$ 193,307,614	\$ 184,344,445	\$ 8,963,169	4.9%	7.2%
TOLLS COLLECTED VIA UTM'S AND PBP'S	1,701,019	948,950	8,945,485	5,330,995	3,614,490	67.8%	40.2%
FEE'S COLLECTED VIA UTM/UTC'S AND PBP'S	570,115	515,006	2,892,314	2,694,832	197,482	7.3%	-7.8%
TRANSPONDER SALES	20,799	40,731	108,570	244,383	(135,814)	-55.6%	216.5%
OTHER OPERATING	114,624	116,687	596,686	618,420	(21,734)	-3.5%	-7.2%
INTEREST	351,188	189,232	2,313,549	1,465,293	848,256	57.9%	83.2%
MISCELLANEOUS	83,044	82,624	519,675	508,313	11,362	2.2%	-9.2%
<b>TOTAL REVENUES</b>	<b>36,758,570</b>	<b>34,062,259</b>	<b>208,683,892</b>	<b>195,206,681</b>	<b>13,477,212</b>	<b>6.9%</b>	<b>8.5%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	3,681,856	3,303,395	18,170,074	19,365,097	1,195,023	6.2%	4.2%
MAINTENANCE	2,087,148	2,506,847	5,508,409	7,109,260	1,600,851	22.5%	5.3%
ADMINISTRATION	617,889	793,923	3,129,411	3,639,711	510,300	14.0%	-0.1%
OTHER OPERATING	171,694	190,643	1,113,988	1,429,821	315,834	22.1%	9.8%
<b>TOTAL O M &amp; A EXPENSES</b>	<b>6,558,586</b>	<b>6,794,808</b>	<b>27,921,881</b>	<b>31,543,890</b>	<b>3,622,008</b>	<b>11.5%</b>	<b>4.1%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>30,199,984</b>	<b>27,267,451</b>	<b>180,762,011</b>	<b>163,662,791</b>	<b>17,099,220</b>	<b>10.4%</b>	<b>9.2%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>14,247,072</b>	<b>14,400,217</b>	<b>85,746,088</b>	<b>86,387,304</b>	<b>641,216</b>	<b>0.7%</b>	<b>20.4%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 15,952,911</b>	<b>\$ 12,867,233</b>	<b>\$ 95,015,924</b>	<b>\$ 77,275,487</b>	<b>\$ 17,740,436</b>	<b>23.0%</b>	<b>0.8%</b>

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 DECEMBER 31, 2016 AND YEAR-TO-DATE**

	<u>FY 2017 ACTUAL</u>	<u>FY 2017 BUDGET</u>	<u>VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 18,170,074	\$ 19,365,097	\$ 1,195,023	6.2%
Maintenance	5,508,409	7,109,260	1,600,851	22.5%
Administration	3,129,411	3,639,711	510,300	14.0%
Other Operating	<u>1,113,988</u>	<u>1,429,821</u>	<u>315,834</u>	<u>22.1%</u>
Total O M & A	\$ 27,921,881	\$ 31,543,890	\$ 3,622,008	11.5%
 Capital Expenditures				
Operations	\$ 8,520	\$ 113,855	105,335	92.5%
Maintenance	47,464	2,500	(44,964)	-1798.5%
Administration	<u>39,820</u>	<u>38,750</u>	<u>(1,070)</u>	<u>-2.8%</u>
Total Capital Expenditures	\$ 95,804	\$ 155,105	\$ 59,301	38.2%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**Central Florida Expressway Authority  
Operations - Comparison of Actual to Budget  
For the Six Months Ending December 31, 2016**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Toll Operations	235,487	263,590	28,102	10.66%
Image Review	1,939,420	1,839,886	(99,534)	-5.41%
Special Projects	79,844	94,526	14,682	15.53%
Information Technology	1,359,716	1,642,975	283,260	17.24%
E-PASS Service Center	5,688,067	5,884,507	196,440	3.34%
Public Outreach/Education	896,368	910,513	14,145	1.55%
<b>Subtotal CFX</b>	<b>10,198,902</b>	<b>10,635,997</b>	<b>437,094</b>	<b>4.11%</b>
<b>TOLL FACILITIES</b>				
<b>Beachline Expressway (SR 528)</b>				
Beachline Plaza	610,853	697,172	86,319	12.38%
Airport Plaza	0	0	0	0.00%
Dallas Plaza	527,648	565,700	38,052	6.73%
<b>East-West Expressway (SR 408)</b>				
Dean Plaza	551,171	619,031	67,860	10.96%
Donway Main Plaza	1,005,728	1,029,332	23,604	2.29%
Pine Hills Plaza	667,559	741,221	73,662	9.94%
Hiwassee Plaza	564,275	636,762	72,486	11.38%
<b>Western Expressway (SR 429)</b>				
Independence Plaza	546,153	626,229	80,076	12.79%
Forest Lake Plaza	560,492	665,093	104,601	15.73%
Ponkan Plaza	0	0	0	0.00%
<b>Greenway Expressway (SR 417)</b>				
University Plaza	548,384	631,743	83,359	13.20%
Curry Ford Plaza	539,820	604,394	64,574	10.68%
Boggy Creek Plaza	672,221	716,030	43,808	6.12%
John Young Plaza	614,815	658,644	43,829	6.65%
<b>John Land Apopka (SR 414)</b>				
Coral Hills Plaza	570,571	651,605	81,033	12.44%
<b>Subtotal Toll Facilities</b>	<b>7,979,691</b>	<b>8,842,955</b>	<b>863,264</b>	<b>9.76%</b>
<b>Total Operations Expenses</b>	<b>18,178,594</b>	<b>19,478,952</b>	<b>1,300,358</b>	<b>6.68%</b>

**Central Florida Expressway Authority  
Maintenance - Comparison of Actual to Budget  
For the Six Months Ending December 31, 2016**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Maintenance Administration	651,399	902,454	251,055	27.82%
Expressway Operations	1,322,849	1,807,408	484,559	26.81%
Routine Maintenance	3,581,625	4,401,898	820,273	18.63%
FDOT Services	0	0	0	0.00%
<b>Total Maintenance Expenses</b>	<b>5,555,873</b>	<b>7,111,760</b>	<b>1,555,887</b>	<b>21.88%</b>

**Central Florida Expressway Authority  
Administration - Actual to Budget by Cost Center  
For the Six Months Ending December 31, 2016**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	284,872	306,689	21,817	7.11%
Administrative Services	974,759	1,060,946	86,188	8.12%
Communications	266,341	302,185	35,844	11.86%
Human Resources	67,638	122,525	54,886	44.80%
Supplier Diversity	91,830	94,202	2,372	2.52%
Accounting	681,728	768,002	86,274	11.23%
Records Management	117,577	137,803	20,226	14.68%
Construction Administration	28,502	47,164	18,662	39.57%
Procurement	206,629	233,656	27,027	11.57%
Legal	254,097	363,659	109,562	30.13%
Internal Audit	156,327	200,000	43,673	21.84%
525 Magnolia	12,849	13,846	997	7.20%
Plans Production	26,081	27,783	1,702	6.12%
<b>Grand Total Expenses</b>	<b><u>3,169,231</u></b>	<b><u>3,678,461</u></b>	<b><u>509,229</u></b>	<b><u>13.84%</u></b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON  
FOR THE MONTH ENDING DECEMBER 31, 2016 AND YEAR-TO-DATE**

	<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 16 YEAR-TO-DATE ACTUAL</u>	<u>FY 16 YEAR-TO-DATE BUDGET</u>	<u>FY 16 YEAR-TO-DATE VARIANCE</u>	<u>YEAR-TO-DATE VARIANCE COMPARISON</u>
<b>REVENUES</b>							
TOLLS	\$ 193,307,614	\$ 184,344,445	\$ 8,963,169	\$ 180,297,240	\$ 162,210,045	\$ 18,087,195	\$ (9,124,026)
TOLLS COLLECTED VIA UTN'S AND PBP'S	8,945,485	5,330,995	3,614,490	6,379,360	3,786,398	2,592,962	1,021,528
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	2,892,314	2,694,832	197,482	3,136,055	2,243,615	892,440	(694,958)
TRANSPONDER SALES	108,570	244,383	(135,814)	34,306	32,132	2,174	(137,988)
OTHER OPERATING	596,686	618,420	(21,734)	643,101	958,708	(315,607)	293,873
INTEREST	2,313,549	1,465,293	848,256	1,262,908	966,988	295,920	552,336
MISCELLANEOUS	519,675	508,313	11,362	572,098	491,504	80,594	(69,232)
<b>TOTAL REVENUES</b>	<b>208,683,892</b>	<b>195,206,681</b>	<b>13,477,212</b>	<b>192,325,068</b>	<b>170,689,390</b>	<b>21,635,678</b>	<b>(8,158,466)</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	18,170,074	19,365,097	1,195,023	17,442,366	19,924,907	2,482,541	(1,287,518)
MAINTENANCE	5,508,409	7,109,260	1,600,851	5,229,358	6,509,959	1,280,601	320,250
ADMINISTRATION	3,129,411	3,639,711	510,300	3,131,809	3,387,684	255,875	254,425
OTHER OPERATING	1,113,988	1,429,821	315,834	1,014,717	1,114,888	100,171	215,663
<b>TOTAL O M &amp; A EXPENSES</b>	<b>27,921,881</b>	<b>31,543,890</b>	<b>3,622,008</b>	<b>26,818,250</b>	<b>30,937,438</b>	<b>4,119,188</b>	<b>(497,180)</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>180,762,011</b>	<b>163,662,791</b>	<b>17,099,220</b>	<b>165,506,818</b>	<b>139,751,952</b>	<b>25,754,866</b>	<b>(8,655,646)</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>85,746,088</b>	<b>86,387,304</b>	<b>641,216</b>	<b>71,199,119</b>	<b>71,420,549</b>	<b>(221,430)</b>	<b>862,646</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 95,015,924</b>	<b>\$ 77,275,487</b>	<b>\$ 17,740,436</b>	<b>\$ 94,307,699</b>	<b>\$ 68,331,403</b>	<b>\$ 25,976,296</b>	<b>\$ (8,235,860)</b>

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 DECEMBER 31, 2016 AND YEAR-TO-DATE**

	<u>FY 17 MONTH ACTUAL</u>	<u>FY 16 MONTH ACTUAL</u>	<u>FY 16 - 17 SAME MONTH COMPARISON</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 16 YEAR-TO-DATE ACTUAL</u>	<u>FY 16 - 17 YEAR-TO-DATE COMPARISON</u>
<b>REVENUES</b>						
TOLLS	\$ 33,917,780	\$ 31,456,105	\$ 2,461,675	\$ 193,307,614	\$ 180,297,240	\$ 13,010,374
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,701,019	1,135,566	565,453	8,945,485	6,379,360	2,566,125
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	570,115	600,927	(30,812)	2,892,314	3,136,055	(243,741)
TRANSPONDER SALES	20,799	12,573	8,226	108,570	34,306	74,264
OTHER OPERATING	114,624	112,281	2,343	596,686	643,101	(46,415)
INTEREST	351,188	114,859	236,329	2,313,549	1,262,908	1,050,641
MISCELLANEOUS	83,044	79,908	3,136	519,675	572,098	(52,423)
<b>TOTAL REVENUES</b>	<b>36,758,570</b>	<b>33,512,219</b>	<b>3,246,351</b>	<b>208,683,892</b>	<b>192,325,068</b>	<b>16,358,824</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	3,681,856	2,808,034	873,822	18,170,074	17,442,366	727,708
MAINTENANCE	2,087,148	1,924,787	162,361	5,508,409	5,229,358	279,051
ADMINISTRATION	617,889	652,381	(34,492)	3,129,411	3,131,809	(2,398)
OTHER OPERATING	171,694	159,039	12,655	1,113,988	1,014,717	99,271
<b>TOTAL O M &amp; A EXPENSES</b>	<b>6,558,586</b>	<b>5,544,241</b>	<b>1,014,345</b>	<b>27,921,881</b>	<b>26,818,250</b>	<b>1,103,631</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>30,199,984</b>	<b>27,967,978</b>	<b>2,232,006</b>	<b>180,762,011</b>	<b>165,506,818</b>	<b>15,255,193</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>14,247,072</b>	<b>11,850,349</b>	<b>2,396,723</b>	<b>85,746,088</b>	<b>71,199,119</b>	<b>14,546,969</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 15,952,911</b>	<b>\$ 16,117,629</b>	<b>\$ (164,718)</b>	<b>\$ 95,015,924</b>	<b>\$ 94,307,699</b>	<b>\$ 708,225</b>

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

**THE EXECUTIVE DIRECTOR'S REPORT  
WILL BE PROVIDED PRIOR TO THE  
BOARD MEETING**

# F. 1.

APPOINTMENT OF BOARD  
REPRESENTATIVE TO  
TEAMFL

**THERE ARE NO  
BACKUP MATERIALS  
FOR THIS ITEM**

# F. 2.

## RESULTS OF MULTIMODAL INVESTMENT ASSESSMENT

# Central Florida Expressway Authority Multimodal Investment Assessment

CFX Board Presentation

CUTR, University of South Florida

February 9, 2017

# Background

- 2040 Master Plan Update – Expanded Role
- Policy for multimodal investments
- CFX workshop – December
- CUTR commissioned to assist

“How can a revenue authority funded with user fees, financially, or otherwise partner to further multimodal mobility without jeopardizing its long-term sustainability and maintain its commitment to customers, bondholders and the community?”

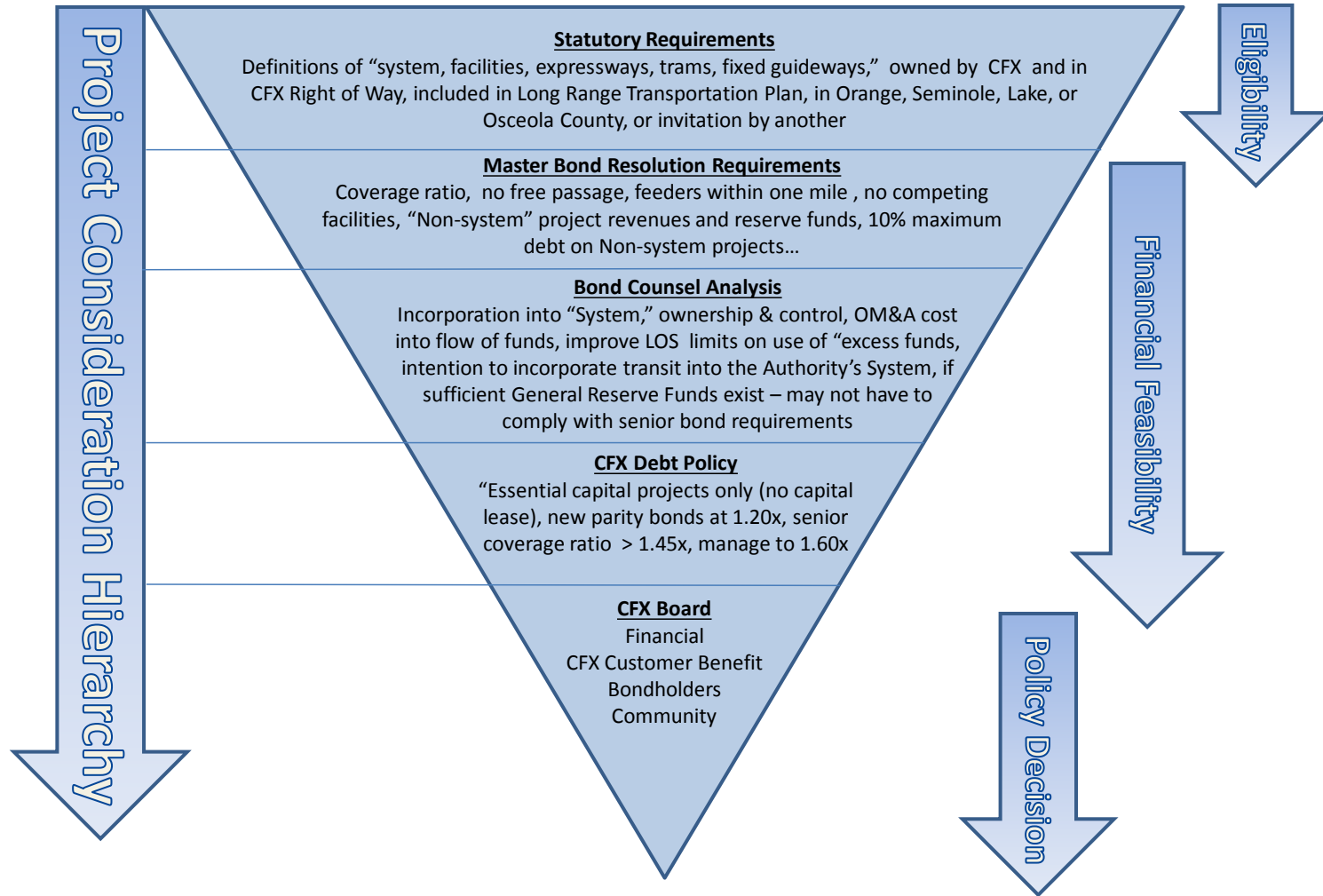


# Approach

- Document Review
- Discussions with CFX Partners
- Review of National Trends
- Agency Case Studies
- Meetings Higher Education Officials
- Interviews Regional Transportation Leaders

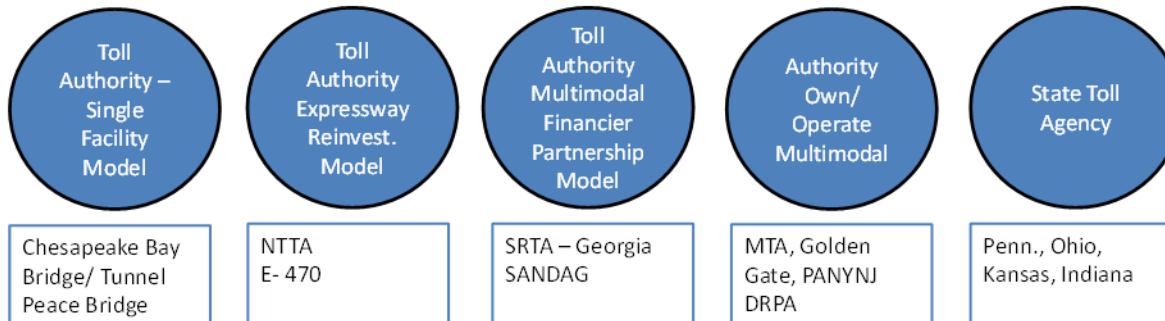


# Results of Document Review



# Agency Reviews

- 18 Agencies
  - Single facility
  - Reinvestment model
  - Multimodal financier/partnership
  - Agency own/operate multimodal
  - State toll agency



# Agency Review- Summary

- Areas with multimodal agencies incorporating tolls, transit and other modes are large, dense, and mature, i.e., New York and San Francisco
- These regions have significantly worse highway congestion than Central Florida
- Transit trips on a per capita basis are more than 10 times per capita toll transactions
- Feasibility to increase highway capacity is constrained

Toll Authority – Single Facility Model

Toll Authority Expressway Reinvest. Model

Toll Authority Multimodal Financier Partnership Model

Authority Own/ Operate Multimodal

State Toll Agency

Chesapeake Bay Bridge/ Tunnel  
Peace Bridge

CFX  
NTTA  
E- 470

SRTA – Georgia  
SANDAG

MTA, Golden Gate, PANYNJ  
DRPA

Penn., Ohio, Kansas, Indiana

Pros  
Single purpose  
Predicable costs  
No risk of revenue “diversion”  
Cons  
Toll roads only  
Less responsive to community  
No leveraging opportunities

Pros  
System Pledges  
Predicable costs  
System Expansion  
Minimal risk of revenue “diversion”  
Cons  
Toll roads only  
Little flexibility for investment  
Less responsive to community

Pros  
Provide corridor relief  
Benefits toll customers  
Integrated corridor management & funding  
Increased partnership opportunities  
Cons  
Some risk to base system funding

Pros  
Provide multimodal benefit to region  
Additional funding source for transit deficits  
Cons  
Debt rating concerns  
Limits reinvestment in base system  
Diversion risk increase

Pros  
Statewide system coordination/ planning  
Mature revenue stream  
Cons  
Targets for state budget balancing, not urban focused

# Data Gathering

- Local Needs/Concerns
  - More transit, higher ed. connectivity, significant highway capacity needs
- National Trends
  - Revenue needs, monetization, challenges to toll “diversions”
- CFX Credit/Debt
  - Rating agencies’ caution – extensive Capital Expenditures

# Findings

- Current CFX Work Program uses much of the financial capacity indicating an on-going need for expressways
- Strong regional sense for CFX to be more engaged in multimodal – wide spectrum of opinion on how best
- Examples of trading sustainability for short-term gains
  - Sale of Asset
  - Mandatory Diversion
  - Direct Subsidy

# Findings

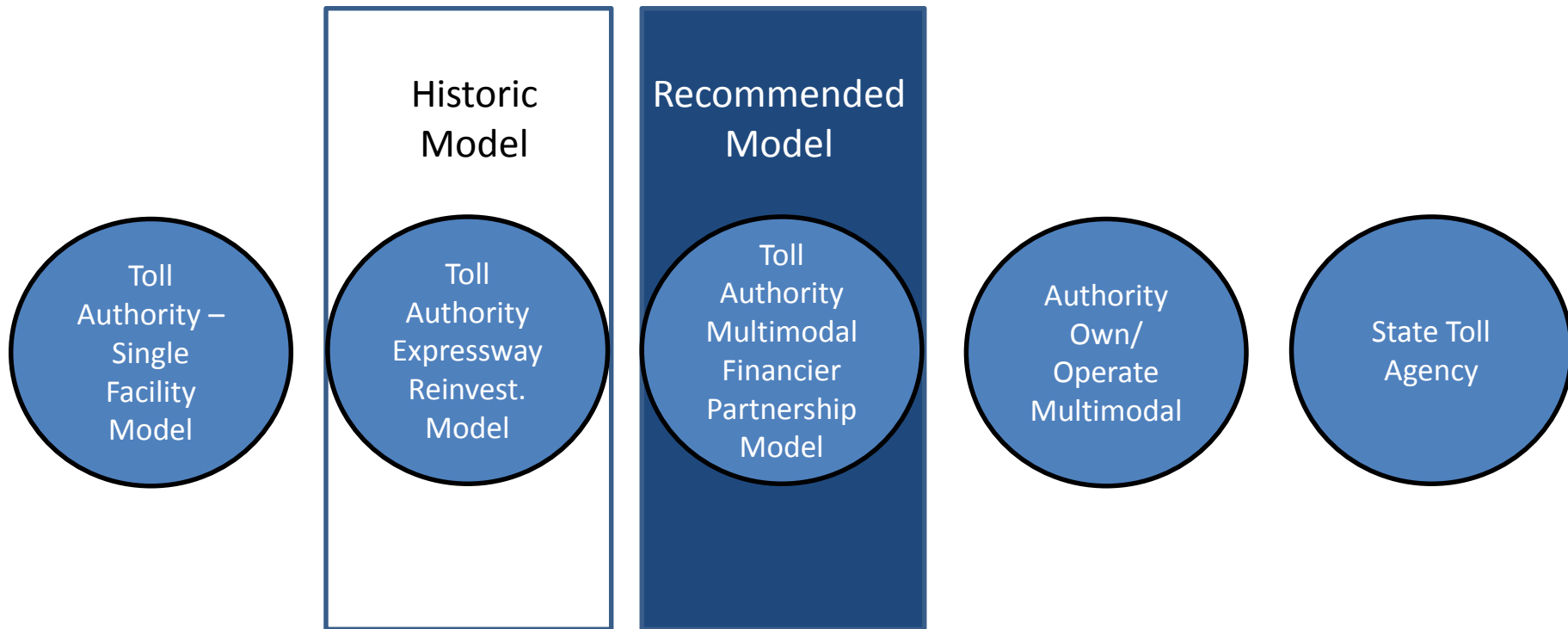
- Revenue authority model is regionally tailored
- Organizational structure can/should evolve as region's needs evolve
- Recent trend seems to show spinning off economic development roles
- Total multimodal integration models reserved for densely developed areas with no ability or appetite for additional highway capacity – mature urbanized areas
- Transit demand is high in areas with heavy multimodal involvement

# Recommendations

- Continue expansion as a multimodal financier and regional partner
- Owner/operator of transit not recommended
- Be cautious when reinvesting toll-payer revenues
- Remain open to broader role as region develops
- Evaluate new projects prior to major commitment
- Account for toll-payer/customer benefits while assessing new investments



# Recommended CFX Business Model



# Potential Project Opportunities

- SR 408 - Bus Rapid Transit/ Express Bus Treatment/  
Higher Ed Connectivity  
Supported by LRTP, New Downtown UCF Campus
- I-Drive “Tourist Corridor” to OIA – High Capacity Transit  
Evaluation  
Supported by LRTP, 2040 Master Plan Improvement
- SR 417 - Express Bus Accommodation  
Included in LRTP, 2040 Master Plan Improvement
- Area Wide - Parking Structure Funding Feasibility  
Alleviate Expressway Congestion, Potential Revenue  
Generation

# Potential Project Opportunities

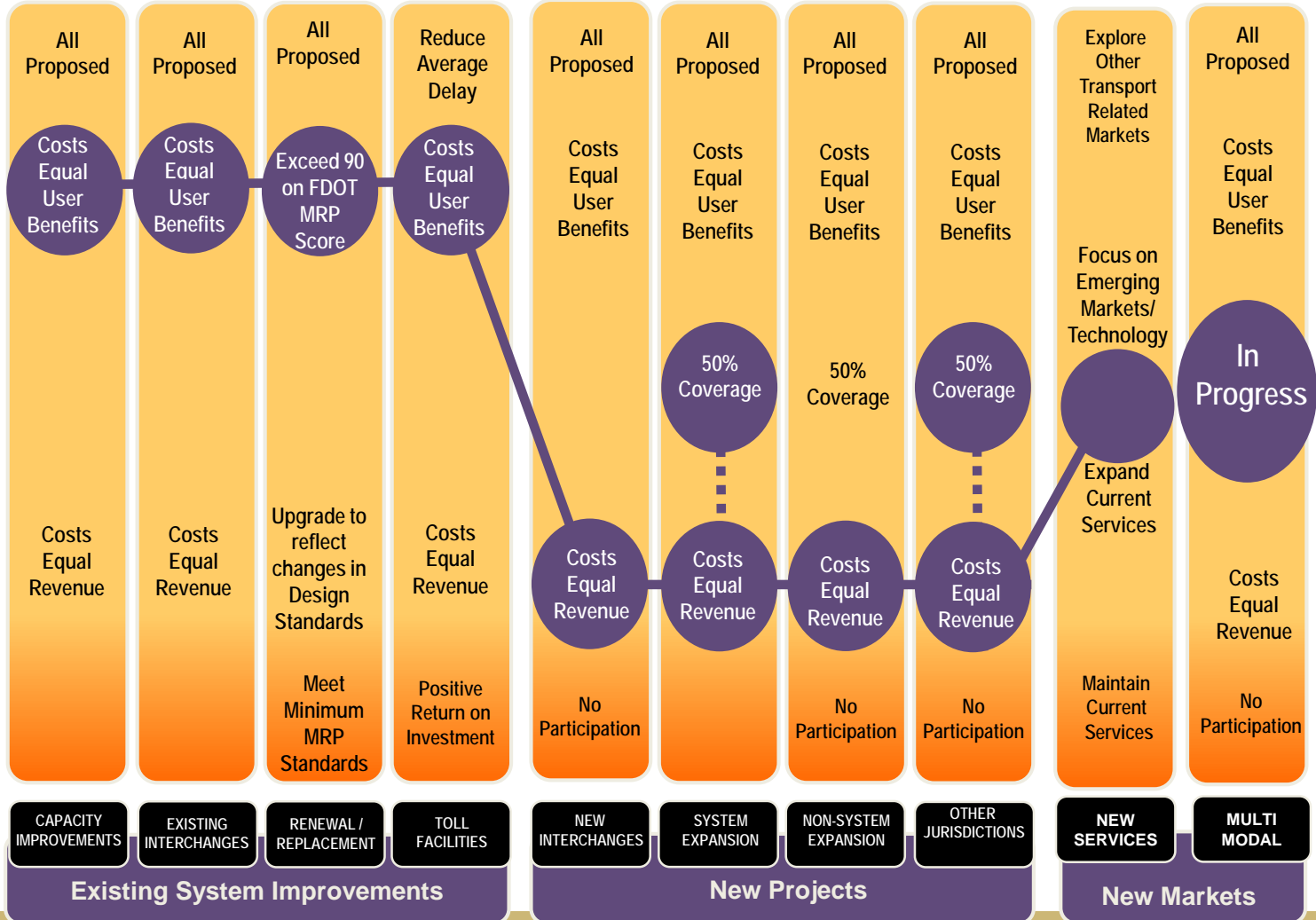
- Area Wide - Integrated Regional Fare/Toll Services  
Facilitate Regional Mobility, Potential Revenue Benefit or Neutrality
- Area Wide – Variable Pricing Study/ Future Funding Options  
Congestion Mitigation Measure, Potential Multimodal Funding Stream
- Area Wide – Transit Joint Development Opportunities  
Contribution to Regional Mobility, Potential Revenue Generation

# CFX 2040 Master Plan Policy Profile

Public Purpose

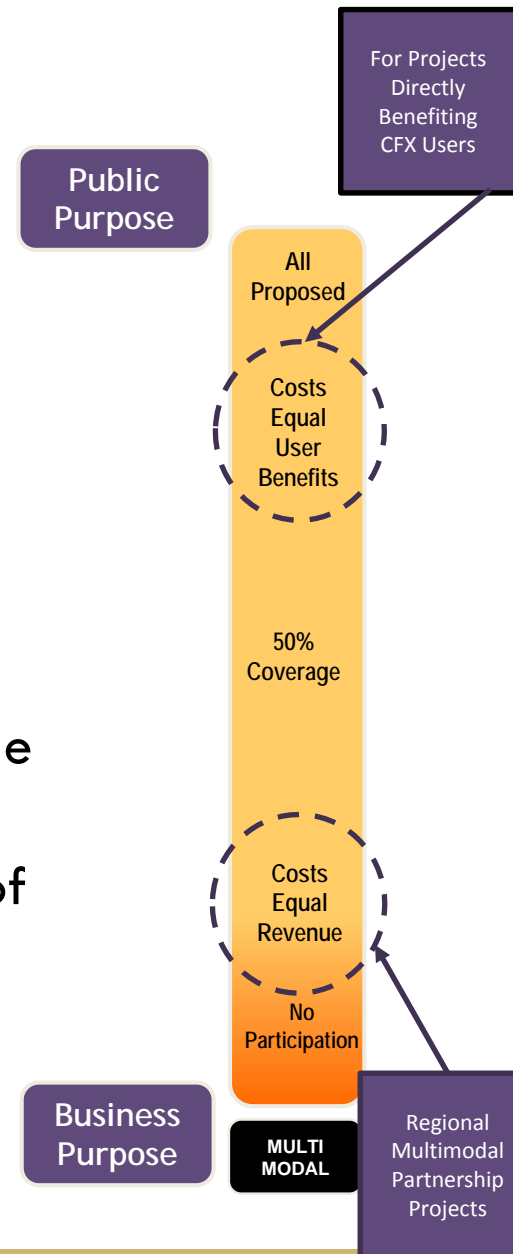
Business Purpose

Range of Policy Options



# Policy Profile Recommendation

- Framework to establish policy positions for major capital investment and organizational decisions on future initiatives
- Two types of multimodal initiatives – different policies:
  - Multimodal projects with clear benefits to CFX toll payers - “*Cost Equals User Benefits*”
    - (e.g., express bus accommodation, park and ride facilities)
  - Projects meeting financial or revenue tests but not of direct benefit to expressway users - “*Cost Equals Revenue*”
    - (e.g. transit joint development, off-system parking facilities)



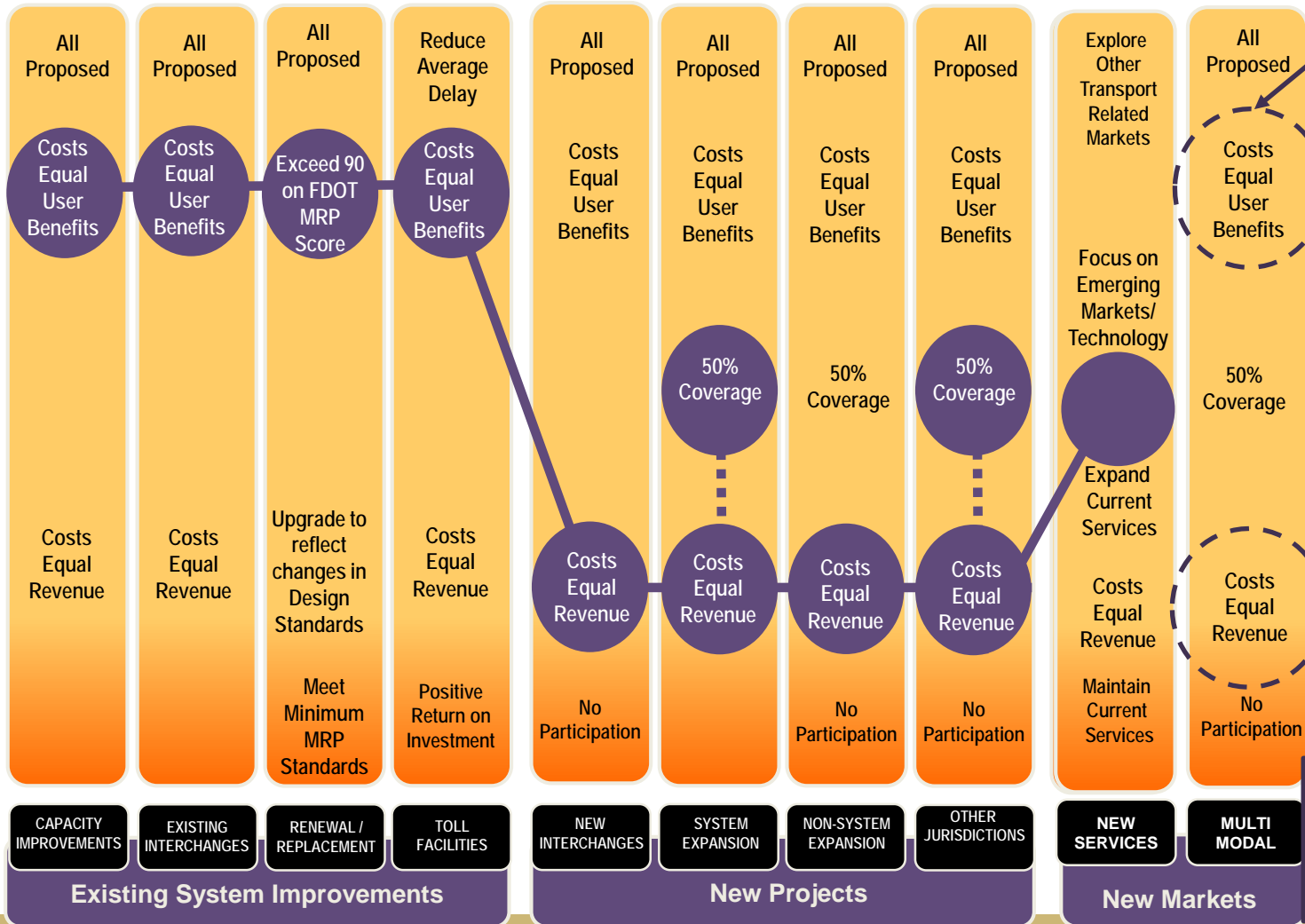
# CFX Policy Profile – Multimodal Investment Recommendation

For Projects Directly Benefiting CFX Users

Public Purpose

Business Purpose

Range of Policy Options



Regional Multimodal Partnership Projects



# CUTR

CENTER for URBAN  
TRANSPORTATION  
RESEARCH

## Central Florida Expressway Authority Multimodal Investment Assessment

Final Draft Report  
January 2017

PROJECT NO.  
2117-1637-00

PREPARED FOR  
Central Florida Expressway Authority

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**



Center for Urban Transportation Research  
University of South Florida  
4202 E. Fowler Ave., CUT100, Tampa, FL 33620-5375

---

# Central Florida Expressway Authority Multimodal Investment Assessment

**PREPARED FOR**

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

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

**PREPARED BY**



Janet L. Davis and Stephen L. Reich  
Center for Urban Transportation Research  
University of South Florida  
4202 E. Fowler Avenue, CUT 100  
Tampa, Florida 33620

**Final Draft Report**

**January 2017**

---



---

## **Disclaimer**

This research was conducted under a grant from the Central Florida Expressway Authority. The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Central Florida Expressway Authority.

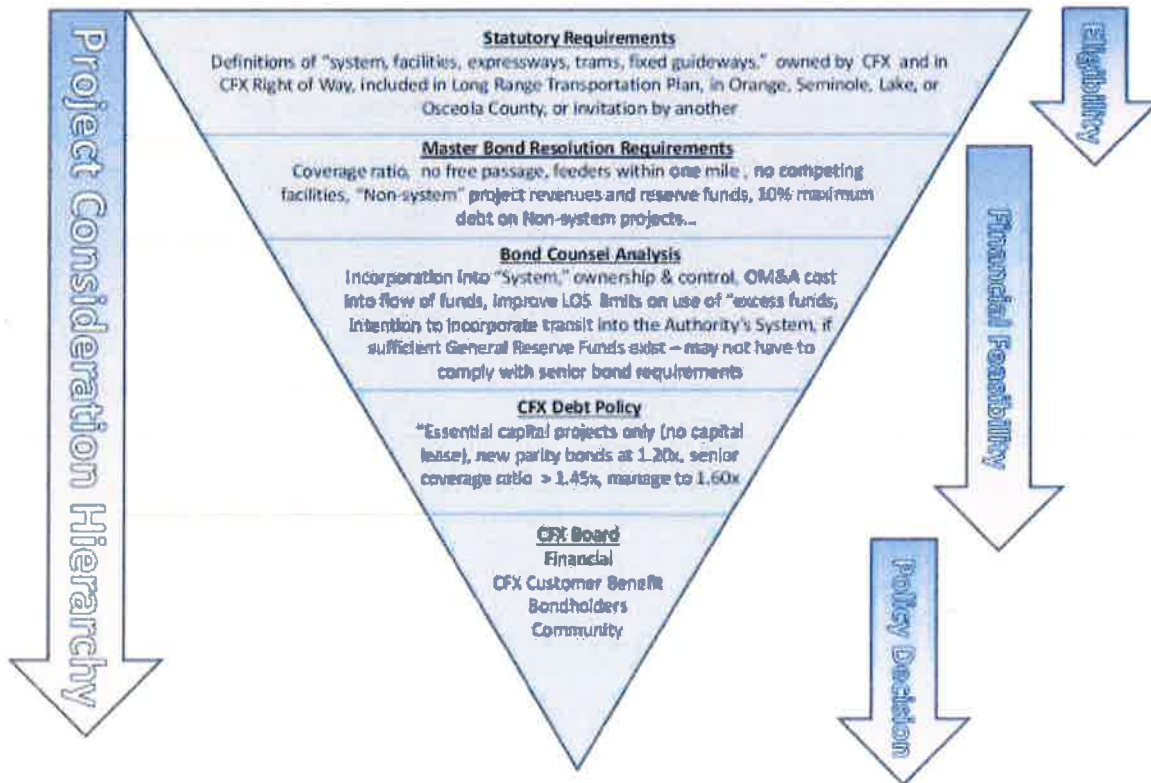
# Executive Summary

The creation of the new Central Florida Expressway Authority expanded the regional reach of the previous organization and broadened its potential role to contribute to the mobility needs and economic health of Central Florida. The objective of this initiative was to offer a set of policy recommendations for investing in regional multimodal initiatives and to evaluate opportunities in Central Florida for multimodal investment by CFX. Currently, CFX has a commitment of \$1.3 billion in its five-year work program, and has identified an estimated \$2 billion need over the following 20 years for reinvestment in the existing system, and somewhere between \$6 and \$9 billion in potential new expressway projects identified in the 2040 Master Plan.

CUTR researchers followed an approach to this study that was outlined in the scope of work for the project. This consisted of a thorough review of relevant documents, interviews with expert consultants and advisors to the agency, and a thorough review of organizational models of transportation authorities across the United States.

A review of the statute and other relevant documents yield a few tiers of feasibility that CFX must consider. They are illustrated below.

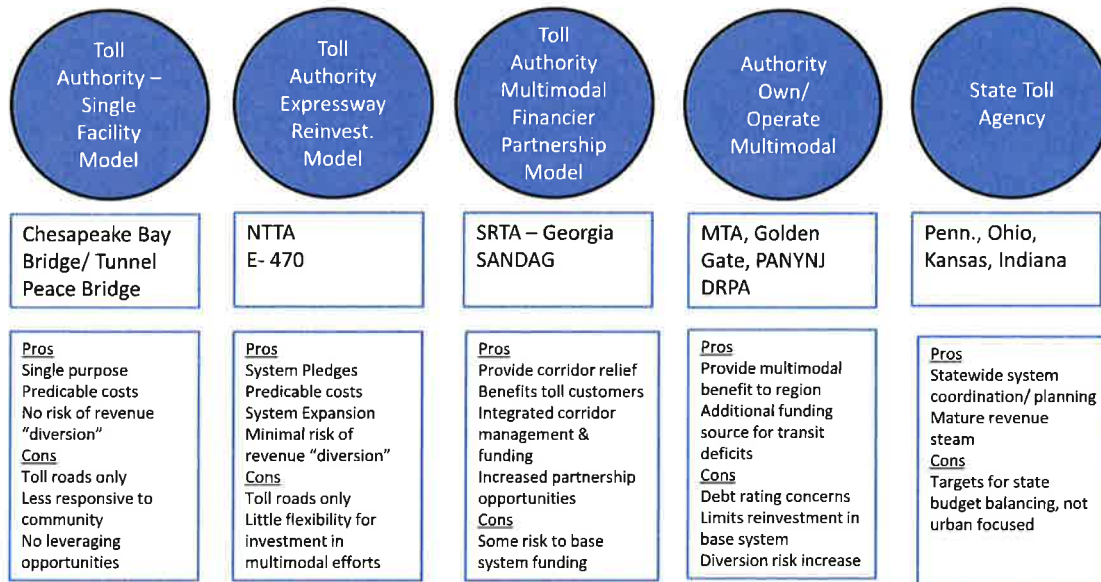
## CFX Project Consideration Hierarchy



In order to help CFX determine an appropriate role in the Central Florida region based on the agency's expanded authority, it was important to review various business models of toll-financed agencies to understand the context in which they operate. Further, it is instructive to study the current trends and issues that are facing these agencies.

Toll agencies can range from a single purpose, single facility organization to a totally integrated multimodal regional transportation institution.

### Toll Agency Organizational Spectrum – Pros and Cons



After reviewing the various toll agency models several findings emerged. The regional toll authority model is tailored to area's needs and individual jurisdictional relationships. The organizational structure and role of the agency evolves as region's needs evolve. Recent trend indicate that agencies are now spinning off economic development and other non-core roles, and are refocusing on the organization's main mission. Total multimodal integration models of authorities are reserved for densely developed areas with no ability or appetite for additional highway capacity. These are mature urbanized areas where there is arguably a nexus between the use of toll revenue to support other surface transportation modes where any increment of passenger capacity contributes to overall mobility. Transit demand is demonstrably high in areas with heavy multi-modal involvement by toll agencies and, typically, involves an extremely dense employment center or centers.

CFX has already evolved through the “single purpose” model and the “reinvestment model” and is in the beginning stages of the “multimodal financier partnership.” The agency's expanded roles in initiatives in the Goldenrod Road project, electronic revenue collection at the Orlando International Airport, its recent agreement with the Osceola County Expressway Authority (OCX) transferring the lead for the

OCX Master Plan development to CFX, and, its role in developing a corridor for a high-speed rail connection along the Beachline expressway, are examples of this evolution.

The Multimodal Financier Partnership model is the appropriate position for CFX at this time in Central Florida’s regional transportation system development. To assume any role in the ownership of and or operations of fixed guideway transit system is, in the authors’ opinion, not prudent at the present time. This finding is based on the current provisions in the prevailing bond documents, the lack of a demonstrated demand for high capacity transit, the identified expressway needs in the region, and the future financial capacity of CFX that is planned to tackle future regional expressway needs.

CFX should take a cautious approach to any expansion of its financial or operating mission, as moving too far from the concept of reinvesting toll revenues for the benefit of the rate payers could lead to legal challenges and, otherwise, unnecessary toll increases at worst, and at best, a sense of unfairness by the Expressway Authority’s customers. It is recommended that CFX consider establishing a multimodal project Development and Evaluation (D&E) program as a part of its Work Plan. This programmatic category could be used as mechanism to modestly fund the evaluation of various multimodal initiatives, including those identified in this report. Planning funds could be programmed, and, if evaluations yield promise, specific projects could then be forwarded for additional funding, further analysis, and PD&E. It is recommended that no project be programmed for construction or for on-going operating support without first moving through this D&E phase, including preliminary ridership analysis for public transportation initiatives. Potential projects for further consideration that were identified in the course of the study are listed below.

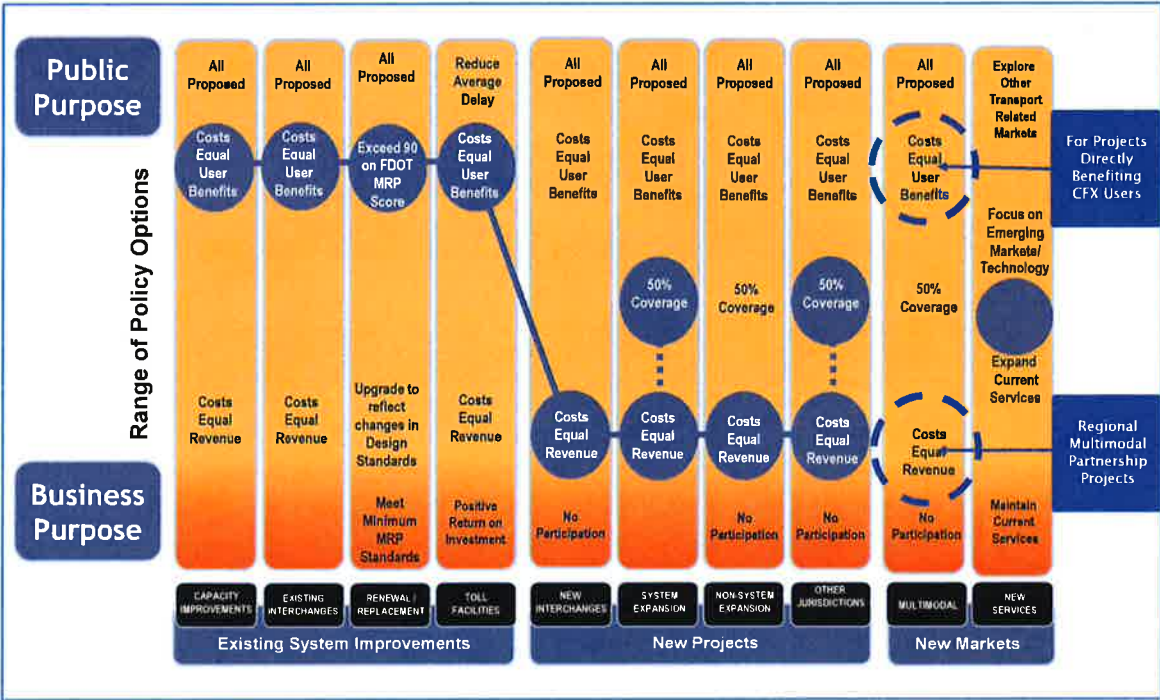
<b>Candidate Initiatives for Development and Evaluation</b>
SR 408 - Bus Rapid Transit/ Express Bus Treatment/ Higher Ed Connectivity Supported by LRTP, New Downtown UCF Campus
I-Drive/ Florida Mall to OIA – High Capacity Transit Evaluation Supported by LRTP, 2040 Master Plan Improvement
SR 417 - Express Bus Accommodation Included in LRTP, 2040 Master Plan Improvement
Area Wide - Parking Structure Funding Feasibility Alleviate Expressway Congestion, Potential Revenue Generation
Area Wide - Integrated Regional Fare/ Toll Services Facilitate Regional Mobility, Potential Revenue Benefit or Neutrality
Area Wide – Variable Pricing Study/ Future Funding Options Congestion Mitigation Measure, Potential Multimodal Funding Stream
Area Wide – Transit Joint Development Opportunities Contribution to Regional Mobility, Potential Revenue Generation

CFX has developed a Policy Profile that is updated and presented as a part of its Master Plan. It provides a framework to establish policy positions for major capital investment decisions and guides organizational decisions on future initiatives and capital programs. For projects that are multimodal but

clearly yield benefits to CFX toll payers, the policy test should be near the “Cost Equals User Benefits” range of the policy scale (e.g., Express Bus accommodation, Park and Ride facilities). However, for other projects that may meet financial or revenue tests but not directly benefit expressway users (transit joint development off-system parking facilities) a more conservative policy position of “Cost Equals Revenue” is appropriate.

A delicate balance is required as not to jeopardize the position of an agency with a current commitment to a \$1.3 billion five-year work program, an estimated \$2 billion need over the following 20 years for reinvestment in the existing system, and somewhere between \$6 and \$9 billion in potential new expressway projects identified in the 2040 Master Plan.

**CFX Policy Profile – Multimodal Investment Recommendation**



It is recommended that the agency take evolutionary and incremental steps as it explores multimodal partnerships, such that those identified through this study, and avoid moving into a role that includes the operation and ownership of multimodal systems at this time.

There may come a time in the future when providing additional expressway capacity is impractical in the region due to costs, environmental constraints, or public acceptance. At that time, there may be a strong case for the Expressway Authority to move into the ownership and operating role of other modes of transportation, when a nexus between the uses of toll revenue to support other surface transportation modes can be made, as in the cases of agencies high density, mature urban areas.



---

# Contents

Disclaimer.....	ii
Executive Summary.....	iii
List of Tables .....	ix
List of Figures .....	ix
Chapter 1 Introduction .....	1
Background .....	1
Objective .....	1
Current Situation.....	1
Chapter 2 Study Approach.....	4
Document Review .....	4
Expert Interviews .....	4
Agency Reviews.....	5
Interviews and Meetings with Transportation and Higher Education Leaders .....	5
Chapter 3 Review of Relevant Documents .....	6
Chapter 4 Toll Agency Models .....	12
Chesapeake Bay Bridge Tunnel District (CBBT) – Single Facility Model.....	13
Buffalo and Fort Erie Public Bridge Authority (Peace Bridge) – Single-Facility Model .....	13
E-470 Public Highway Authority – Reinvestment Model.....	14
North Texas Tollway Authority (NTTA) – Reinvestment Model.....	15
San Diego Association of Governments (SANDAG) – Multimodal Financier Partnership Model .....	16
State Road and Tollway Authority (SRTA) – Multimodal Financier Partnership Model .....	17
Delaware River Port Authority (DRPA) – Owning/Operating Multimodal.....	18
Golden Gate Bridge, Highway and Transportation District (GGBHTD) – Owning/Operating Multimodal .....	18
Metropolitan Transportation Authority (MTA) – Owning/Operating Multimodal.....	19
Port Authority of NY & NJ (PANYNJ) – Owning/Operating Multimodal Model .....	21
South Jersey Transportation Authority (SJTA) – Owning/Operating Multimodal .....	23
Chapter 5 Findings .....	25
Toll Agency Model Summary and Findings .....	25
Local Needs and Concerns .....	28
National Trends.....	28
Credit Rating and Debt Considerations.....	29
Project Opportunities.....	30

---

Chapter 6 Project Consideration Process .....	35
Chapter 7 Recommendations .....	37
Business Model .....	37
Potential Projects .....	38
Chapter 8 Conclusions .....	41
References .....	43

---

## List of Tables

Table 1-1. Population Growth 1990 – 2015.....	2
Table 1-2. Employment Data – November 2016 v. November 2015.....	2
Table 3-1. Summary of Project Qualifications and Sources.....	6
Table 5-1. Metropolitan Toll Authority Comparison – Toll and Transit Characteristics .....	26
Table 7-1. Projects and Initiatives Identified for Development and Evaluation – Summary.....	39

## List of Figures

Figure 1-1. Central Florida Expressway System Vehicle Miles Traveled 2002-2015.....	2
Figure 1-2. Central Florida Expressway Authority Asset Value Growth.....	3
Figure 3-1. CFX Project Consideration Hierarchy - CUTR.....	11
Figure 4-1. Toll Agency Organizational Spectrum.....	12
Figure 5-1. Toll Agency Organizational Spectrum – Pros and Cons .....	27
Figure 5-2. MetroPlan Orlando 2040 Long Range Plan Transit Modes.....	31
Figure 5-3. Central Florida Expressway Authority 2040 Master Plan Map.....	32
Figure 6-1. CFX Work Plan Project Consideration Process .....	36
Figure 7-1. Recommended CFX Business Model – Toll Agency Organizational Spectrum .....	37
Figure 7-2. CFX Policy Profile – Multimodal Investment Recommendation.....	40



---

# Chapter 1

## Introduction

### Background

The creation of the new Central Florida Expressway Authority expanded the regional reach of the previous organization and broadened its potential role to contribute to the mobility needs and economic health of Central Florida. The recently created Central Florida Expressway Authority's (CFX) jurisdiction includes Lake, Orange, Osceola and Seminole Counties. Like its predecessor, CFX is responsible for the construction, maintenance, and operation of a 109-mile limited-access expressway system. In addition, based on SB 230, which was signed in to law on June 20, 2014, it may also acquire, construct, and equip rapid transit, trams, and fixed guideways within its rights-of-way.

As the Authority Board finalized its Master Plan update almost one year ago, this new role presented a policy question that required some analysis, discussion, and deliberation. Namely, "How can a revenue authority funded with user fees financially or otherwise partner to further multimodal mobility without jeopardizing its long-term sustainability and maintain its commitment to customers, bondholders, and the community?"

In order to explore this policy question, the CFX Board requested a study be performed to assist in new policy formulation by recommending a set of policy recommendations consistent with Board direction that comply with state statute; an evaluation of multimodal funding needs and potential projects; and, a suggested process for periodic review and evaluation of partnership opportunities.

The University of South Florida's (USF) Center for Urban Transportation Research (CUTR) was engaged to conduct the study and began its effort in earnest in May of 2016. This report summarizes CUTR's effort and presents observations, findings, and recommendations the authors hope provide useful guidance to the Authority Executive Management and its Board.

### Objective

The objective of this initiative was to offer a set of policy recommendations for investing in regional multimodal initiatives and to evaluate opportunities in Central Florida for multimodal investment by CFX. The recommendations presented are built on the basis of detailed reviews of relevant policy and financial documents, in-depth interviews with local transportation leaders, and detailed examination of toll-based transportation authorities nationwide, and an understanding of the intricacies of funding and operating both toll and transit systems.

### Current Situation

CFX serves and is represented on its Board by the contiguous area that is coincidental with the Orlando Metropolitan Statistical Area (MSA). It extends over 4,012 square miles and consists of four counties: Orange County, Seminole County, Lake County, and Osceola County. The MSA is experiencing robust

growth that is placing increasing pressure on the transportation system and mobility needs. Table 1-1 illustrates the population growth for the MSA since 1990 and compares it to the rates for Florida.

**Table 1-1. Population Growth 1990 – 2015<sup>1</sup>**

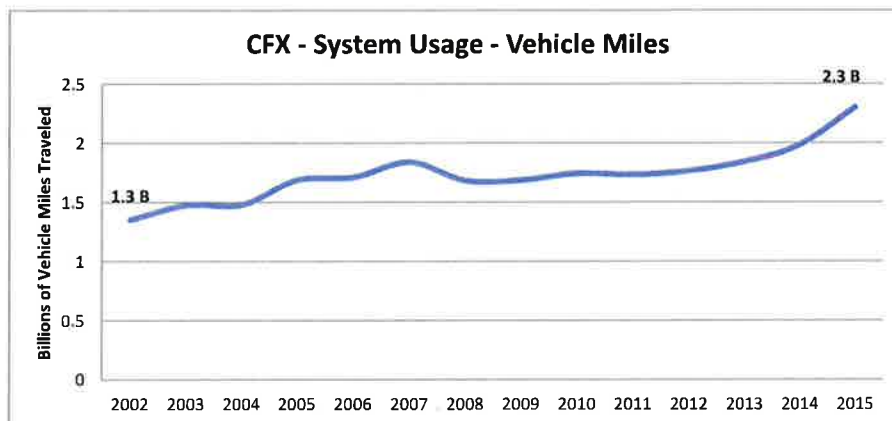
Florida and Orlando Area Population					Percent Change		
Area	1990	2000	2010	2015	1990 to 2000	2000 to 2010	2010 to 2015
<b>Orlando MSA</b>	1,224,852	1,644,561	2,139,565	2,387,138	34.3%	30.1%	11.6%
<b>Florida</b>	12,938,071	15,982,571	18,849,890	20,271,272	23.5%	17.9%	7.5%

The region is the destination for over 60 million visitors annually, and the labor force is growing with a decreasing unemployment rate. The information in Table 1-2 is taken from the Orlando Economic Commission.

**Table 1-2. Employment Data – November 2016 v. November 2015<sup>2</sup>**

	Most Recent Data	Previous Year	Percent Change
<b>Labor Force Nov. 2016</b>	1,273,890	1,227,226	3.8%
<b>Employment Nov. 2016</b>	1,217,444	1,170,621	4.0%
<b>Unemployment Nov. 2016</b>	56,446	56,605	-0.3%
<b>Unemployment Rate Nov. 2016</b>	4.4	4.6	-0.2%

Highway traffic in the region is also experiencing growth. On the State Highway System in Lake, Orange, Osceola, and Seminole counties, vehicle miles traveled grew 22 percent from 2000 to 2010 and 15 percent from 2010 to 2015 (or 1.7 percent for those recent five years). From 2010 to 2015, the CFX system experienced a 32 percent increase or a 6.4 percent annual rise. In 2015, the CFX served 2.3 billion vehicle miles of travel (VMT). Figure 1-1 graphically illustrates growth in VMT.



**Figure 1-1. Central Florida Expressway System Vehicle Miles Traveled 2002-2015<sup>3</sup>**

---

CFX currently owns and operates limited access roadways in Lake, Orange, Osceola, and Seminole counties totaling over 745 lane miles. The system includes 63 interchanges, 14 mainline toll plazas, 66 ramp toll plazas, and 285 bridges. In addition, CFX maintains and operates the Goldenrod Extension, a non-system two-mile tolled expressway with one mainline toll plaza.

CFX diligently maintains its facilities and plans for system expansions based on regional growth. To manage and operate its program of system improvements, the Authority annually updates its Five-Year Work Plan. The Work Plan strategically identifies those projects to be funded during the next five years and serves as an integral part of the 2040 Expressway Master Plan. Work Plan projects are intended to maintain and improve the current system and, ultimately, improve travel and safety conditions for users. As illustrated in Figure 1-2, the value of the agency's assets has grown by three times since 2002, demonstrating its commitment to system reinvestment.

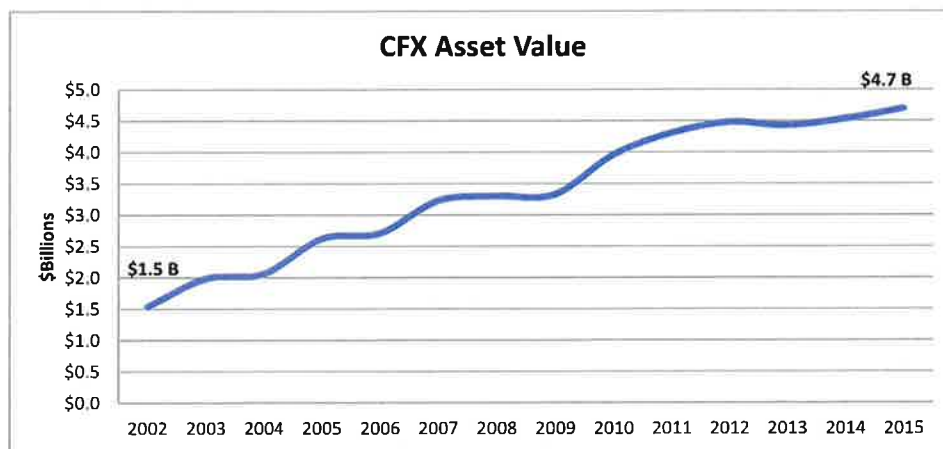


Figure 1-2. Central Florida Expressway Authority Asset Value Growth<sup>4</sup>

Currently, CFX has a commitment of \$1.3 billion in its five-year work program, and has identified an estimated \$2 billion need over the following 20 years for reinvestment in the existing system, and somewhere between \$6 and \$9 billion in potential new expressway projects identified in the 2040 Master Plan.

---

## Chapter 2

# Study Approach

CUTR researchers followed an approach to this study that was outlined in the scope of work for the project. This consisted of a thorough review of relevant documents, interviews with expert consultants and advisors to the agency, and a thorough review of organizational models of transportation authorities across the United States.

### Document Review

In order gain a better understanding of CFX's position, constraints and potential investment opportunities, the following documents were reviewed in detail.

- Relevant Florida Statutes
- Minutes and materials for the Board workshop held in December 2015
- Fiscal Year 2016 to 2020 Work Plan
- CFX Investment Policy
- CFX Debt Policy
- Bond Counsel Transit Guidance Memorandum
- CFX Rating Agency Presentation Material
- Rating Agency Reports on the agency from Moody's, Standard and Poor's, and Fitch
- The Wekiva Interlocal Agreement
- The most current Amended and Restated Master Bond Resolution
- CFX Board Questionnaire Responses conducted and summarized by Valencia College
- Survey Responses from the Valencia initiative – high level and detailed responses
- CFX 2040 Visioning and Master Plan
- CFX General Traffic and Earnings Consultant's Annual Report – FY 2015
- U.S. PIRG Report – "A New Direction – Our Changing Relationship with Driving and the Implications for America's Future
- "Toll Revenue Diversion – Credit Perspective" – Fitch Ratings
- Metropolitan Orlando 2040 Long Range Transportation Plan

### Expert Interviews

Extensive interviews were held the members of CFX Management, the agency's traffic and revenue consultant, the financial advisor to CFX, and its bond counsel. These interviews were conducted during May and June of 2016. This time spent early in the study process helped tremendously in verifying and clarifying the information gleaned from the document reviews, provided regional and political context for the challenges facing transportation funding locally, and, raised practical concerns over expectations for the future role of CFX.

---

## **Agency Reviews**

After consultation with national toll authority experts, the authors began a detailed review of toll-based transportation authorities across the county. The review was focused on the span of facilities operated, multimodal responsibilities, financial position and market for transit demand in the area. The objective of this effort was to determine level of urbanization and transit demand in regions where public transportation was being supported by a toll-based revenue authority, what lessons were there to be learned, and to develop a taxonomy, or classification schema, to assist CFX in gauging its current and future position in its role as a regional transportation provider.

## **Interviews and Meetings with Transportation and Higher Education Leaders**

In order to better understand the mobility plans, needs, and aspirations for the region, individual and, sometimes, group meetings and interviews with various public officials were conducted. Particular emphasis was placed on the institutions of higher education in the region, as there are several very large and growing institutions serving tens of thousands of Central Florida residents with multiple campuses. Consultation took place with high-level representatives of the University of Central Florida (UCF), Valencia College, Lake-Sumter College, and Seminole State College.

Meetings and interviews with transportation leaders were also held to determine if there were opportunities for current or future collaborations with CFX. These sessions included conversations with the Florida Department of Transportation (FDOT) District Five Secretary, the Executive Director of MetroPlan Orlando, Director of Lake County Public Transportation, Executive Director of the Greater Orlando Aviation Authority, Chief Executive Officer of the Central Florida Regional Transportation Authority (LYNX), and the Executive Director of SunRail.

The sessions provided rich insights into several dimensions of the future transportation needs for the region and ideas for enhanced partnerships with CFX.

## Chapter 3

### Review of Relevant Documents

The first step in determining the multimodal investment potential for CFX is to define what is permissible under current law and obligations to the current investors in the agency’s bonds. While the statute may seem definitive, there are areas that require further interpretation and examination by experts who previously reviewed the provisions.

The CFX statute is permissive and grants authority to the agency to construct, own, operate, and maintain facilities other than traditional expressways; nonetheless, the authority’s ability to enter into a multimodal or transit venture is limited by statute, bond agreement, and prudent fiscal policy. In order to establish the parameters of eligible potential multimodal investments, a summary of project qualifications and the sources of the parameters are presented below in Table 3-1. These provisions are taken from Florida Statute, the Amended and Restated Master Bond Resolution, guidance from the CFX Bond Counsel, and the Central Florida Expressway Authority Debt Policy, Adopted April 9, 2015.

**Table 3-1. Summary of Project Qualifications and Sources**

Provision	Language	Reference	Remarks
CFX System Defined	“Central Florida Expressway System” means any expressway and appurtenant facilities, including all approaches, roads, bridges, and avenues for the expressway and any rapid transit, trams, or fixed guideways located within the right-of-way of an expressway.	F.S. 348.752 (10)	System may include rapid transit and fixed guideways
CFX Facility	The term “transportation facilities” means and includes... fixed guideway facilities, including maintenance facilities...”	F.S. 348.752 (14)	Fixed guideway meets facility definition
Service Area	the area served by the authority shall be within the geographical boundaries of Orange, Seminole, Lake, and Osceola Counties.... With the consent of the county within whose jurisdiction the following activities occur, the authority shall have the right to construct, operate, and maintain roads, bridges, avenues of access...	F.S. 348.754 (1)(a) & (2)(n)	Build, operate and maintain in Orange, Seminole, Lake, and Osceola Counties or by invitation by other counties

Provision	Language	Reference	Remarks
Use of Revenue	Revenues that are generated by the expressway system and other facilities of the Central Florida Expressway Authority which were pledged by the Orlando-Orange County Expressway Authority to payment of the bonds will remain subject to the pledge for the benefit of the bondholders.	F.S. 348.753 (2)(c)	Revenue that has been pledged is subject to the same provisions as pre-CFX bonds
Project Eligibility	"...the authority may construct any extensions, additions, or improvements to the system or appurtenant facilities, including all necessary approaches, roads, bridges, avenues of access, rapid transit, trams, fixed guideways..."	F.S. 348.754 (1)(b)	Transit capital projects eligible
Project Eligibility	"...revenues of the expressway system exceed amounts required to comply with any covenants made with the holders of bonds issued pursuant to this part, revenues may be used for purposes enumerated in subsection (6), provided the expenditures are consistent with the metropolitan planning organizations' adopted long-range plan."	F.S. 348.754 (2)(f)2	Project must be the approved Regional Long Range Transportation Plan
Project Eligibility	The authority may, within the right-of-way of the expressway system, finance or refinance the planning, design, acquisition, construction, extension, rehabilitation, equipping, preservation, maintenance, or improvement of an intermodal facility or facilities, a multimodal corridor or corridors, or any programs or projects that will improve the levels of service on the expressway system.	F.S. 348.754 (6)	Project must reside in CFX right-of-way
Financial Test	Pledged Revenues "...shall equal at least one hundred twenty percent (120%) of the Annual Debt Service Requirement in such Fiscal Year with respect to all Bonds then Outstanding under this Master Resolution..."	Amended and Restated Master Bond Resolution – Article V Section 5.2(A)(i)	No project may be bond financed that would cause the current debt service coverage covenant to be violated



Provision	Language	Reference	Remarks
Tolls and Fares	The Authority covenants that they will not allow or permit any free use of the toll facilities of the Expressway System except to officials or employees of the Authority and the Department engaged in official business of the Authority and the Department or law enforcement officers or emergency vehicles while in the discharge of their official duties, or except as required by existing law	Amended and Restated Master Bond Resolution – Article V Section 5.3	Free use of CFX facilities is prohibited
New Project Debt	The Authority covenants that it shall not issue any bonds, evidences of indebtedness or other obligations payable on a senior or priority basis to the Bonds from the System Pledged Revenues	Amended and Restated Master Bond Resolution – Article V Section 5.5(A)	Any new debt must be issued on a parity or subordinate basis to the existing bonds
New Project Debt	The Authority may issue other obligations secured by a pledge of the System Pledged Revenues and Supplemental Payments in addition to the Bonds authorized by this Master Resolution provided such obligations contain an express statement that such obligations are junior, inferior and subordinate in all respects	Amended and Restated Master Bond Resolution – Article V Section 5.5(B)	(see above)
Intermodal Connectors	The Authority shall not participate financially in the acquisition, construction or operation of any non-tolled road except for a "feeder road." For the purposes of this section, "feeder road" shall mean any non-tolled road directly connecting to the Authority's right-of-way and extending not more than one centerline mile beyond the Authority's right-of-way.	Amended and Restated Master Bond Resolution – Article V Section 5.13	Non-Tolled intermodal connections may be constructed up to one mile



Provision	Language	Reference	Remarks
Competing Facilities	Except as otherwise permitted herein, the Authority shall not consent to, authorize or approve the location on or use of any Expressway System right-of-way of or by any competing transportation-related facility that is not owned, operated or under the jurisdiction and control of the Authority consistent with the provisions of this Master Resolution, unless there shall first be obtained and filed with the Authority a report of an Independent Consultant projecting that while any Bonds are Outstanding, the operation of such competing facility will not cause a reduction in the System Pledged Revenues (taking into account any compensation to be paid the Authority with respect to such competing facility that would constitute a System Pledged Revenue).	Amended and Restated Master Bond Resolution - Article V Section 5.14	Use of CFX right-of-way for a parallel facility must be revenue neutral
Incorporation of a Non-System Facility	Non-System Projects owned and controlled by the Authority may, by resolution of the Authority, be designated and become part of the Expressway System ...if for any period of twelve (12) consecutive calendar months out of the fifteen (15) consecutive calendar months immediately preceding such designation, the revenues received by the Authority with respect to such Non-System Project... equaled or exceeded the aggregate for such period of (A) the Non-System Project Operating Expenses of such Non-System Project ... and (B) a reasonable renewal and replacement reserve deposit with respect to such Non-System Project, as determined by such Independent Consultant.	Amended and Restated Master Bond Resolution – Article V Section 5.15	Financial test of revenue, operating costs and reserves must be met before a project can be considered as “System” project
Expressway System and Transit Projects	“Based on the language of the Enabling Act, it appears that Transit Facilities constructed or improved by the Authority are intended to be incorporated into the Authority’s Expressway System, or as an appurtenant facility.”	Bond Counsel Analysis “Transit Memo” p.4	(see above)

Provision	Language	Reference	Remarks
Project Ownership	<p>“...the Authority likely would have to own or control such a facility. In addition, the OM&amp;A costs and expenses of such a project would be added to the application of Authority revenues in the flow of funds for OM&amp;A costs and expenses. Any financing of such a project would also be incorporated into the flow of funds at the appropriate lien level at which such financing is undertaken”</p>	Bond Counsel Analysis “Transit Memo” p.4	Multimodal or transit project must be owned by CFX in order to invest agency funds
Financing Multimodal Projects with Excess Revenues	<p>Authority is limited to using excess revenues for such purposes-</p> <ul style="list-style-type: none"> <li>• The proposed Multimodal Facilities must improve the levels of service on the Expressway System,</li> <li>• The proposed Multimodal Facilities must be consistent with the MetroPlan Orlando’s adopted long-range plan.</li> </ul>	Bond Counsel Analysis “Transit Memo” p.4	In order to avoid the financial test of a “System Project,” excess revenue could be used with a demonstrated benefit to “System”
Financing Multimodal Projects with Excess Revenues	<p>The Authority may not have to comply with the requirements of the Senior Bond Resolution (or other applicable junior or subordinate lien resolutions). To the extent excess revenues are on deposit in the General Reserve Fund and are not already obligated for such purposes, such revenues legally could be applied by the Authority to finance or refinance plan, design, acquire, construct, extend, rehabilitate, equip, preserve, maintain or improve Multimodal Facilities.</p>	Bond Counsel Analysis “Transit Memo” p.4	(see above)
Borrowing for Operations	<p>“Long-term debt will be used to <u>finance essential capital projects</u> and certain equipment where it is cost effective, prudent or otherwise determined to be in the best interest of CFX. Long-term debt, which includes capital lease financings, should not be used to fund CFX’s operations.</p>	Central Florida Expressway Authority Debt Policy, Adopted April 9, 2015	Capital Leases are eligible for debt financing
Borrowing for Multimodal Projects	<p>For CFX to issue new bonds on a parity basis, per the Master Resolution, CFX will need to demonstrate that revenues, as defined in the Master Resolution, shall be sufficient to cover the existing and new debt service by 1.20x</p>	Central Florida Expressway Authority Debt Policy, Adopted April 9, 2015	Existing debt service covenant cannot be violated

Provision	Language	Reference	Remarks
Borrowing for Multimodal Projects	CFX shall maintain a minimum senior lien debt service coverage ratio of at least 1.45x on the existing and planned debt issues. For planning purposes, staff shall make every effort to plan for a 1.60x senior lien debt service coverage ratio	Central Florida Expressway Authority Debt Policy, Adopted April 9, 2015	Debt for new transit or multimodal projects must comply with current debt policies

It is clear from this review that in order for multimodal project to be eligible for CFX financing, there are a few tiers of feasibility that CFX must consider. The protections of the current bondholders, the security of the financial status of the agency, and the prudence required by a public agency that is user-fee financed are sufficiently addressed in the framework for considering non-traditional project endeavors by CFX. Figure 3-1 graphically illustrates a hierarchy of considerations for multimodal projects starting with most basic statutory provisions through policy decision for the CFX Board.

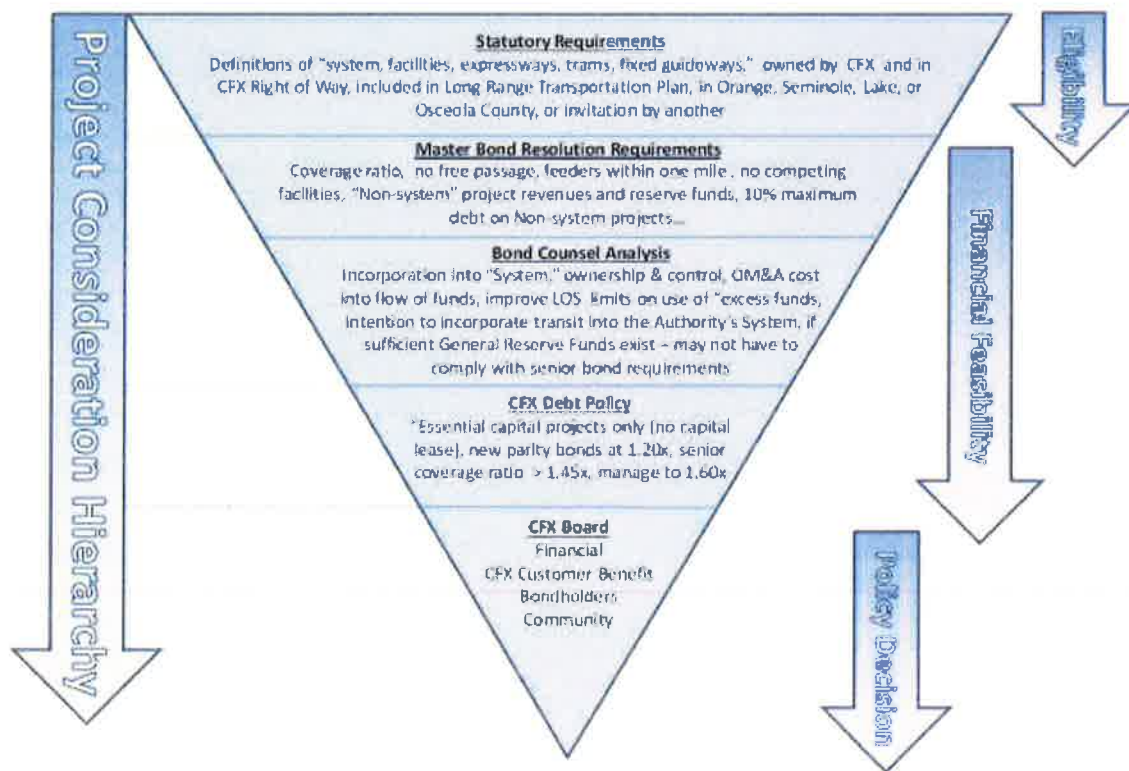


Figure 3-1. CFX Project Consideration Hierarchy - CUTR

---

## Chapter 4

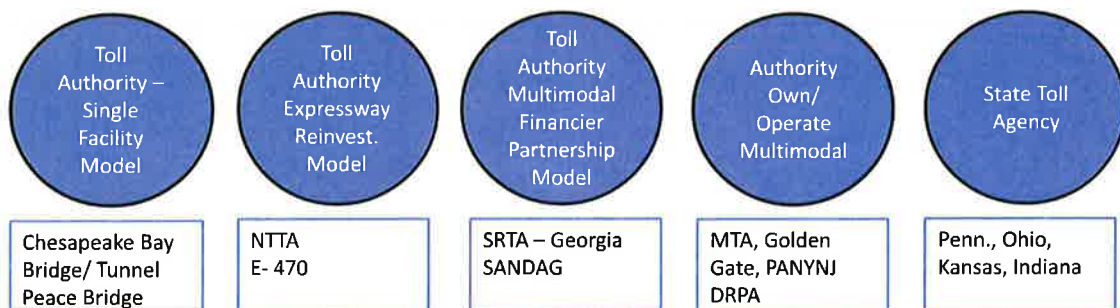
# Toll Agency Models

In order to help CFX determine an appropriate role in the Central Florida region based on the agency's expanded authority, it was important to review various business models of toll-financed agencies to understand the context in which they operate. Further, it is instructive to study the current trends and issues that are facing these agencies.

The current state of transportation funding in the United States is under stress, and attempts to raise traditional fees, fuel taxes, and regional transit taxes continue to be resisted. This has led policy makers and elected officials to search for alternative sources of transportation revenue. Because well-run toll authorities have sound financial policies and practices in place, they are sometimes targets for revenue diversion, an expansion of their span of operations, and, in some cases, monetization to address an immediate, short term, budget crisis.

Toll agencies can range from a single purpose, single facility organization to a totally integrated multimodal regional transportation institution. Again, the analysis is intended to assist CFX in gauging its current and future position in its role as a regional transportation provider.

Figure 4-1 depicts this range of organizational models as well as examples of agencies that meet the description. On the left is the self-explanatory "Single Facility Model" followed by the "Reinvestment Model," which is described as an agency with multiple facilities, and system-wide revenue pledges that are invested in new toll facilities that eventually generate sufficient revenue to cover all costs. The "Multimodal Financier Partnership" model is one where the toll agency acts the financier of non-traditional toll facilities and partners in multimodal initiatives, but does not operate or own transit facilities per se. The "Authority Own/Operate" Model is typified by fully integrated multimodal agencies with responsibilities for operating public transportation systems. Lastly, are the State Toll authorities, which are included in the agency review, but are not used for public transportation market comparisons because of their nature.



**Figure 4-1. Toll Agency Organizational Spectrum**

---

Abbreviated descriptions of ten agencies (excluding state toll agencies) are presented. A detailed overview of 18 agencies, including state toll agencies, and two commuter rail systems (SunRail and Tri-Rail), were presented to the agency in the form of an appendix to the report.

### **Chesapeake Bay Bridge Tunnel District (CBBT) – Single Facility Model**

The Chesapeake Bay Bridge-Tunnel crosses the mouth of Chesapeake Bay and connects the City of Virginia Beach to Cape Charles in Northampton County on the Virginia eastern shore. The Bay Bridge-Tunnel is 17.6 miles long from shore to shore. Including land approach highways, the overall facility is 23 miles long and carries highway traffic on US-13. The original 2-lane bridge-tunnel facility opened in April 1964; a new parallel 2-lane trestle was completed in April 1999.<sup>5</sup>

FY 2014 vehicular traffic increased by 1.8 percent compared to FY 2013. In FY 2014, toll transactions per capita, based on the 2014 Virginian Beach VA UZA, equaled 3.1. Heavy truck volumes began increasing in FY 2013 as the US economy slowly recovered. Toll revenues during FY 2014 totaled \$48,032,232 and were 7.6 percent more than FY 2013 toll revenues. The increase in toll revenues was due to a toll rate increase of approximately 10 percent implemented in January 2014. Other revenues in FY 2014 totaled \$1,193,390, an increase of 4.7 percent over other revenues in FY 2013. The increase in other revenue was due to additional lease income generated from the scheduled increase in marine lease revenue. Operating expenses in FY 2014, before District facility expenses, totaled \$14,145,345, which was an increase in operating expenses of \$377,621 from FY 2013, and 1.0 percent less than the legally adopted FY 2014 budget.<sup>6</sup>

Created as a political subdivision of the Commonwealth of Virginia in 1954, the Commission was authorized to acquire the private ferry corporation through bond financing, to improve the existing ferry service, and to implement a new service between the Virginia Eastern Shore and the Peninsula cities of Hampton and Newport News. In 1956, the General Assembly authorized the Ferry Commission to conduct feasibility studies for the construction of a fixed crossing, and in 1960, the Ferry Commission sold \$200 million in toll revenue bonds to private investors. The proceeds were used to finance the construction of the Bridge-Tunnel. Funds collected by future tolls were pledged to pay the principal and interest on these bonds. In April 1964, the Chesapeake Bay Bridge-Tunnel opened to traffic, and ferry service was discontinued.<sup>7</sup>

### **Buffalo and Fort Erie Public Bridge Authority (Peace Bridge) – Single-Facility Model**

The Peace Bridge is located near the center of downtown Buffalo, NY, and Fort Erie, Ontario, where it crosses the Niagara River. The Bridge is one of four vehicular toll crossings over the Niagara River in the region. The other three are owned and operated by the Niagara Falls Bridge Commission. The Peace Bridge is the only border crossing with *E-ZPass*<sup>®</sup>, and is the second busiest border crossing between the US and Canada. The bridge is a 3,580-foot long steel structure with three lanes. Tolls are collected one-way only on crossing from the U.S. into Canada. In addition to being a principal artery in the Niagara Frontier for travel and commerce between the US and Canada, the Peace Bridge is a vital link to long distance, interstate travel and international trade.<sup>8</sup>



---

The Authority derives significant revenues in the form of rental and fee income from the US Bureau of Customs and Border Protection, Public Works and Government Services Canada, U.S. and Canadian duty-free shops, and commercial brokers operating on the property owned by the Authority and from leases of communication conduits spanning the Peace Bridge

In FY 2014, eastbound (to US) and westbound (to Canada) vehicle crossings totaled 5,608,870, and toll transactions per capita, based on the 2014 Buffalo NY UZA equaled 4.7. Toll revenues decreased slightly during 2014 and 2013 due to the 7 percent and 2 percent decline in passenger vehicle crossings, respectively. Commercial vehicle volumes and toll rates remained unchanged. Other revenue (29-32% of total), consisting primarily of rental income, was impacted by a decrease in rental income from duty-free operators during 2014 and 2013. Commercial volume accounts for 70 percent of toll revenues.<sup>9</sup>

The Peace Bridge was dedicated on August 7, 1927. Since 1923, the Authority and its predecessor, the Buffalo and Fort Erie Public Bridge Company, have held pursuant to Canadian law an exclusive franchise under Canadian law to construct and operate a bridge across the Niagara River. The law provides that “no other bridge for a like purpose shall be constructed or located at any point nearer than six miles from the Authority’s bridge, except with the consent of the Authority or of the Governor in Council.” By a letter dated November 30, 2004, Transport Canada confirmed the Authority’s exclusive six-mile franchise.<sup>10</sup>

### **E-470 Public Highway Authority - Reinvestment Model**

E-470 is a toll highway that runs along the eastern perimeter of the Denver metropolitan area. The 75-mph highway extends 47 miles from State Highway C-470 at I-25 in Douglas County to I-25 near 160<sup>th</sup> Avenue in Thornton, and travels through three counties and six municipalities. The first segments of the highway opened on June 1, 1991, and the final segment was opened on January 3, 2003. The E-470 is a four-lane highway, five miles of which consist of six lanes, and a major route to Denver International Airport. The highway is operated by the Authority and financed without state or federal funding or taxes, and relies primarily on toll revenues as well as vehicle registration fees, investment income, and other non-toll revenues.<sup>11</sup>

Traffic on the toll road grew 12 percent from 66.4 million transactions in 2014 to 74.6 million transactions in 2015. This was the highest annual traffic on record, and was the sixth straight year of traffic growth for the Authority. In 2014, toll transactions per capita based on the 2014 Denver-Aurora CO UZA, equaled 28.0. Operating revenues increased 16 percent from 2014 to 2015, improving from \$159.6 million to \$181.9 million, the highest annual revenue on record. Operating expenses, before depreciation, grew 16 percent from \$35.7 million in 2014 to \$41.4 million in 2015.<sup>12</sup>

The E-470 was formed by a Memorandum of Understanding in 1985. The State legislature enacted the Public Highway Authority Act in August 1987. Under the Act, as modified by amendments, a public highway Authority has the following powers that do not require voter approval, unless limited by the contract creating the Authority: acquire rights-of-way, construct, finance, operate, and maintain beltways and other transportation improvements; take private property by condemnation; establish and collect tolls on any highway provided by the Authority; establish and collect highway expansion fees from persons developing property within the boundaries of the Authority (generally 1-1/2 miles on

---

either side of the highway centerline); issue bonds, to pledge its revenues to the payment of bonds; and, succeed to the obligations of other governmental entities. The Authority also may, with voter approval, levy vehicle registration fees and may create special Districts. While voters approved a \$10 Vehicle Registration Fee in November 1988, no special district election has ever been held.<sup>13</sup>

In 2014, the Authority opened a new interchange at Quebec Street on the northern section of the toll road. The interchange was substantially completed and opened in November 2014, but did not charge tolls through December 31, 2014 to allow time for testing and encourage usage by customers. The \$5.8 million project was opened six months early and under budget.<sup>14</sup>

### **North Texas Tollway Authority (NTTA) – Reinvestment Model**

NTTA was created on September 1, 1997, to finance, construct, and oversee turnpike projects in North Texas. NTTA has the first option to develop toll roads planned in North Texas. When a proposed roadway's feasibility does not support tolling, NTTA may choose to waive its primacy. NTTA's mission is to provide a safe and reliable toll road system, increase value and mobility options for customers, operate the Authority in a businesslike manner, protect bondholders, and partner to meet the region's growing need for transportation infrastructure.<sup>15</sup>

NTTA does not receive tax revenue for its operations; however, partner cities, which do collect sales taxes, frequently buy right-of-way for the roads. The donation of that property is seen as an investment for those cities, which they later realize through increased property values along the roadway corridor. The North Texas Tollway System includes a Major Enterprise Fund as well as a Non-Major Enterprise Fund. The Major Enterprise Fund includes the Dallas North Tollway (DNT); the President George Bush Turnpike (PGBT), including the Eastern Extension, Sam Rayburn Tollway (SRT); the Mountain Creek Lake Bridge (MCLB); the Addison Airport Toll Tunnel (AATT); and, the Lewisville Lake Toll Bridge (LLTB). The Non-Major Enterprise Fund includes Tolling Services Agreements (TSAs) for managed lanes, which presently consist of the following, and are accounted for separately: managed lanes for Interstate Highway 635 (LBJ-635), DFW Connector, and North Tarrant Express (NTE).

In April 2011, the NTTA entered into a separate trust agreement providing authority to own, design, construct, operate, maintain, and finance a turnpike project known as the Special Projects System (SPS). The SPS consists of: PGBT Western Extension (PGBT-WE) and the Southwest Parkway/Chisholm Trail Project (CTP). The SPS is an enterprise fund of the Authority and activities are not included in the financial statements.<sup>16</sup>

Total traffic transactions (excluding non-revenue transactions) for FY 2015 were 676.5 million, an increase of 31.8 million or 4.9 percent over FY 2014. In 2014, toll transactions per capita based on the 2014 Dallas-Fort Worth-Arlington TX UZA, equaled 125.9. Approximately 3.7 million toll tags were active at the end of FY 2015, an increase of 534,416 or 16.8 percent over FY 2014 active toll tags. Toll revenues of \$621.4 million, net of bad debt expense, increased \$40.9 million or 7.0 percent over FY 2014, due to a 4.9 percent increase in traffic transactions and a partial year benefit of the toll rates increase that took effect on July 1, 2015.

---

In June 1997, the Texas Legislature approved a bill to create the North Texas Tollway Authority, a regional tollway authority under Chapter 366, Transportation Code. Effective September 1, 1997, the Authority became the successor agency to the Texas Turnpike Authority and acquired all assets, rights, liabilities, and other property of the Texas Turnpike Authority located in Collin, Dallas, Denton, and Tarrant Counties. The Authority also assumed and became liable for all duties and obligations related to the Texas Turnpike Authority at that time.

NTTA is a political subdivision of the State of Texas, authorized and empowered by the Regional Tollway Authority Act (the Act) to construct, maintain, repair, and operate turnpike projects at such locations within Collin, Dallas, Denton, and Tarrant Counties, as may be determined by NTTA. The Authority is authorized to issue turnpike revenue bonds, payable solely from tolls and other revenue of the Authority, for the purpose of paying all or any part of the cost of a turnpike project. Under the provisions of the Act, these revenue bonds shall not be deemed to constitute a debt or a pledge of the faith and credit of the State of Texas or of any other political subdivision thereof.<sup>17</sup>

**San Diego Association of Governments (SANDAG) – Multimodal Financier Partnership Model**

The San Diego Association of Governments (SANDAG) comprises the following 18 cities and county government:

- |                     |                        |                      |
|---------------------|------------------------|----------------------|
| City of Carlsbad    | City of Imperial Beach | City of San Marcos   |
| City of Chula Vista | City of La Mesa        | City of Santee       |
| City of Coronado    | City of Lemon Grove    | City of Solana Beach |
| City of Del Mar     | City of National City  | City of Vista        |
| City of El Cajon    | City of Oceanside      | County of San Diego  |
| City of Encinitas   | City of Poway          |                      |
| City of Escondido   | City of San Diego      |                      |

SANDAG, as a public agency, serves as the forum for regional decision-making. SANDAG builds consensus; makes strategic plans; obtains and allocates resources; plans, engineers, builds public transportation; and, provides information on a broad range of topics pertinent to the region’s quality of life. The Legislative Program is approved by the Board of Directors on an annual basis. The program includes the agency’s legislative policies and sets priorities for possible federal and state legislation and local activities for the calendar year. The SANDAG Public Participation Plan is designed to inform and involve the region’s residents in the decision-making process on issues such as growth, transportation, environmental management, housing, open space, air quality, energy, fiscal management, economic development, and public safety.<sup>18</sup>

SANDAG was formed under a Joint Powers Agreement dated September 10, 1972 and was originally named the Comprehensive Planning Organization. The Joint Powers Agreement was amended on November 5, 1980, to change the agency’s name to the San Diego Association of Governments. The member agencies include 18 incorporated cities from the San Diego region and the County of San Diego,



---

California. On January 1, 2003, SANDAG became a legislatively created regional government agency pursuant to the San Diego Regional Transportation Consolidation Act. The SANDAG Board of Directors includes representatives from the 18 incorporated cities in the San Diego region, and the County of San Diego. The effect of this legislation was to make SANDAG a permanent rather than voluntary association of local governments and to increase the SANDAG responsibilities and powers. The Act also required the consolidation of the planning, programming, project development, and construction functions of the San Diego Metropolitan Transit Development Board, currently known as the Metropolitan Transit System (MTS) and the North San Diego County Transit Development Board, currently known as the North County Transit District (NCTD), into SANDAG.<sup>19</sup>

### **State Road and Tollway Authority (SRTA) – Multimodal Financier Partnership Model**

The State Road and Tolling Authority (SRTA) is a public corporation and body corporate, created by the Georgia General Assembly, responsible for financing transportation projects in the State of Georgia. As of June 30, 2015, SRTA's special revenue fund maintained and operated one tolling facility as well as a state-wide electronic toll collection customer service center and three tolled facilities under construction. Additionally, SRTA managed a bond financing program and administered a transportation infrastructure bank program.<sup>20</sup>

In FY 2015, SRTA collected \$10,319,514 in toll revenue from 7.1 million electronically tolled trips. Toll revenue increased 34.3 percent and electronically tolled trips increased 18.3 percent over the year ended June 30, 2014. In FY 2014, toll transactions (GA 400 and I-85 Corridor Express Lanes) per capita based on the Atlanta GA UZA, equaled 2.8. Violations administration fee revenue on I-85 was \$743,426, an increase of 60.4 percent over FY 2014. A significant portion of this increase was due to out of state violation collections. Because SRTA received an up-front, one-time payment for several years of out-of-state tolls and violation fees, the increase in FY 2015 will not be seen in future years. FY 2016 will see a decrease from the previous year, since only the current year of out-of-state violation collections will be realized. Moving forward, out-of-state tolls and violation fees will increase as new toll facilities open in FY 2017, FY 2018 and FY 2019. Under a new agreement signed in FY 2015, a vendor reimburses SRTA up front for 100 percent of the tolls and pays SRTA an additional 15 percent of the violation administration fees upon collection. During the year ended June 30, 2015, 34,600 interoperable trips resulted in toll revenue of \$44,395. Effective FY 2015, I-85 revenues and expenses are reflected and reported in the Special Revenue Fund.<sup>21</sup>

The State Toll Bridge Authority (STA) was created by the Georgia General Assembly in 1953. The Authority worked with Glynn County and the City of Brunswick to construct the first Sidney Lanier Bridge over the Brunswick River. In 1962, tolls were retired on the bridge, and State Toll Bridge Authority bonds were retired by the newly created State Highway Authority.

In 1972, the Georgia State Tollway Authority Authorization Act was passed by the Georgia Legislature. In 1984, the State Tollway Authority assumed operation of the Torras Causeway, which was leased from GDOT so that a \$0.35 toll could be collected for bridge operations and maintenance. In 2001, Senate Bill

---

134 officially changed STA to the State Road and Tollway Authority (SRTA). Tolls were, subsequently, removed from the Torras Causeway in 2003. .

In FY 2012, SRTA opened the I-85 Express Lanes toll facility. SRTA ceased collection of tolls on the GA 400 in November 2013, and completed demolition of the toll plaza in September 2014.<sup>22</sup>

### **Delaware River Port Authority (DRPA) – Owning/Operating Multimodal**

The Delaware River Port Authority (DRPA) is a public corporate instrumentality of the Commonwealth of Pennsylvania and the State of New Jersey created with the consent of Congress by compact legislation between the Commonwealth of Pennsylvania and the State of New Jersey. DRPA is vested with the ownership, control, operation, and collection of tolls and revenues of certain bridges spanning the Delaware River, namely, the Benjamin Franklin, Walt Whitman, Commodore Barry, and Betsy Ross bridges. DRPA constructed and owns a high-speed transit system, which is operated by its wholly owned subsidiary, the Port Authority Transit Corporation (PATCO). The transit system operates between Philadelphia, Pennsylvania and Lindenwold, New Jersey. DRPA's four bridges carry an average of 260,000 vehicles each day, and PATCO moves almost 40,000 passengers each workday, or an estimated 10 million people a year.<sup>23</sup>

PATCO operating expenses exceeded operating revenue by \$21.4 million in 2014 and by \$16.8 million in 2013; the operating loss increased by \$4.6 million from 2013 to 2014 (27.6% increase). Passenger-fare revenues decreased by 6.4 percent, with 535,000 fewer riders (down 5.1%). PATCO ridership was impacted by inclement weather and track outages due to the BFB/PATCO track rehab project.

2014 operating revenues were \$330.9 million (\$2.8 million, 0.84% increase over 2013). Due to increased commercial vehicle volumes, toll revenues increased by \$3.4 million (up 1.2%). Bridge traffic decreased by 50,000 vehicles (down 0.10%) during 2014 due to general economic conditions in the region and inclement weather. Bridge and general administration expenses increased by a combined \$2.8 million (3.1% increase versus 2013), largely due to biennial inspection costs. In 2014, toll transactions equaled 95,664,000, and represented 17.6 toll transactions per capita.<sup>24</sup>

DRPA was created in 1952 as a successor to the Delaware River Joint Commission, which was created in 1931. In January 2015, the DRPA Board approved the sale of the RiverLink ferry. DRPA had assumed control in 2000, and, subsequently, had outsourced the operation to private operators in 2004.<sup>25</sup>

### **Golden Gate Bridge, Highway and Transportation District (GGBHTD) – Owning/Operating Multimodal**

Based in San Francisco, the Golden Gate Bridge, Highway, and Transportation District operates the Golden Gate Bridge, and two public transit systems: Golden Gate Transit (GGT) buses and Golden Gate Ferry (GGF). Last year, 38 million vehicles crossed the Golden Gate Bridge and over 9 million customers rode the transit systems. Six million customers rode GGT buses (down from 6.4 million) (service connects Sonoma, Marin, San Francisco, and Contra Costa counties); 2.5 million customers rode GGF ferries (compared to 2.4 million) (links Marin and San Francisco counties); and, 20.1 million vehicles

---

crossed the Bridge southbound (compared to 20.0 million). A recovery indicator is increased traffic at the Bridge. Toll transactions (2014) totaled 40,172,000, and toll transactions per capita equaled 12.2, based on the 2014 San Francisco-Oakland CA UZA.<sup>26</sup>

The January 17, 2003 mission statement of the Golden Gate Bridge, Highway and Transportation District (District) affirmed the District's commitment to provide safe and reliable operation, maintenance and enhancement of the Golden Gate Bridge and to provide transportation services, as resources allow, for customers within the U.S. Highway 101 Golden Gate Corridor.<sup>27</sup>

On December 4, 1928, the District was incorporated as a special district of the State of California as the entity established to design, construct, finance, and operate the Golden Gate Bridge. The District was created under the Bridge and Highway District Act of 1923 and is subject to regulation under this Act, as amended. Because Bridge traffic levels had reached capacity, on November 10, 1969, the California legislature passed Assembly Bill 584 authorizing the District to develop a transportation facility plan to implement a mass transportation program in the Highway 101/Golden Gate Corridor as a means of managing traffic congestion across the Bridge. The mass transportation program was to include any and all forms of transit, including ferry transit. At that time, the word "Transportation" was added to the District's name to indicate its new commitment to public transportation.

The Golden Gate Bridge opened to traffic on May 28, 1937; the Golden Gate Ferry (GGF) launched its first vessel on August 15, 1970; and, Golden Gate Transit bus service (GGT) began regional service on January 1, 1972. The District is unique among Bay Area transit operations because it provides transit services without support from local sales tax measures or dedicated general funds. As the District does not have the authority to levy taxes, the use of surplus Bridge toll revenue is the only available local means the District has to support the District's regional transit services. Presently, Golden Gate Transit Bus and Golden Gate Ferry operations are funded nearly 50 percent by surplus Golden Gate Bridge tolls. The remainder is met by federal, state and local subsidies along with advertising, concessions, and property equipment rental revenues and District reserves. The San Francisco Bay Area's economy has shown slow and steady signs of improvement since the economic impacts of the nationwide recession in 2008, followed by the global recession in 2009.<sup>28</sup>

### **Metropolitan Transportation Authority (MTA) - Owning/Operating Multimodal**

MTA or "MTA Group" was established under the New York Public Authorities Law and is a public benefit corporation and a component unit of the State of New York whose mission is to continue, develop, and improve public transportation and to develop and implement a unified public transportation policy in the New York metropolitan area. The financial reporting entity consists of subsidiaries and affiliates, considered component units of MTA, because the Board of MTA serves as the overall governing body of these related entities.

---

### ***MTA Related Groups***

Metropolitan Transportation Authority Headquarters (MTAHQ) provides support in budget, cash management, finance, legal, real estate, treasury, risk and insurance management, and other services to the related groups below:

- ***Long Island Rail Road Company*** (MTA Long Island Rail Road) provides passenger transportation between New York City (NYC) and Long Island
- ***Metro-North Commuter Railroad Company*** (MTA Metro-North Railroad) provides passenger transportation between NYC and the suburban communities in Westchester, Dutchess, Putnam, Orange, and Rockland counties in NYS and New Haven and Fairfield counties in Connecticut
- ***Staten Island Rapid Transit Operating Authority*** (MTA Staten Island Railway) provides passenger transportation on Staten Island
- ***First Mutual Transportation Assurance Company*** (FMTAC) provides primary insurance coverage for certain losses, some of which are reinsured, and assumes reinsurance coverage for certain other losses
- ***MTA Capital Construction Company*** (MTA Capital Construction) provides oversight for the planning, design and construction of current and future major MTA system-wide expansion projects
- ***MTA Bus Company*** (MTA Bus) operates certain bus routes in areas previously served by private bus operators pursuant to franchises granted by the City of New York
- MTAHQ, MTA Long Island Rail Road, MTA Metro-North Railroad, MTA Staten Island Railway, FMTAC, MTA Capital Construction, and MTA Bus, collectively are referred to as MTA. MTA Long Island Rail Road and MTA Metro-North Railroad are referred to collectively as the Commuter Railroads.

The following entities are affiliates (component units) of MTA:

- ***New York City Transit Authority*** (MTA New York City Transit) and its subsidiary, Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), provide subway and public bus service within the five boroughs of NYC.
- ***Triborough Bridge and Tunnel Authority*** (MTA Bridges and Tunnels) operates seven toll bridges, two tunnels, and the Battery Parking Garage, all within the five boroughs of NYC.<sup>29</sup>

Preliminary MTA system-wide utilization through the fourth quarter of 2015 declined relative to 2014, with ridership down by 2.1 million trips (0.1%); this decline was driven by a decline in bus ridership, with a 16.4 million decline in bus ridership at MTA New York City Transit and a 0.2 million decline in ridership at MTA Bus. During the first quarter of the year, harsh weather affected all MTA services, but most significantly bus operations: the winter months of 2015 brought significant snowfall totals, record cold temperatures and the “Juno” blizzard in January. February of 2015 was the coldest February since 1948, the first year for which complete data are available, and January and March temperatures were also colder than average. Moreover, March had the greatest total snowfall for that month since 1940. Despite the more favorable weather since the first quarter of the year, bus ridership has remained lower than in 2014. For New York City Transit subways and at all other MTA agencies, however, ridership has improved; and vehicle traffic at MTA Bridges and Tunnels facilities increased by 11.6 million crossings

---

(4.0%) through the fourth quarter, reflecting both growth in the regional economy and a steep drop in gasoline prices compared with 2014 prices.

**MTA Bridges and Tunnels** – Toll revenues were \$1,808.9 million and \$1,676.4 million for the years ended December 31, 2015 and 2014, respectively. One of the primary reasons for the increase was gas prices, which averaged \$2.50 (whole dollars) in 2015, which was \$1.05 (whole dollars) below the annual average for 2014. The E-ZPass electronic toll collection system continued to facilitate management of high traffic volumes and experienced significant year-to-year increases. Total average market share as of December 31, 2015, was 85.1 percent compared with 84.2 percent in 2014. The average weekday market shares were 86.8 percent and 85.9 percent for December 31, 2015 and 2014, respectively.

**MTA New York City Transit** – Total revenue from fares were \$4,371 million in 2015, an increase of \$180 million or 4.3 percent. This increase was due mostly to a March 2015 fare increase. Total ridership was 2,422 million, a decrease of 0.2 percent from 2014.

**MTA Long Island Rail Road** – Total operating revenues increased by \$43.1 million in 2015 compared to 2014. In 2015, ridership experienced strong growth finishing the year with 87.6 million passengers, which was 2.1 percent above the 2014 ridership. A steadily improving economy and service enhancements contributed to the increase.

**MTA Metro-North Railroad** – Passenger fares accounted for 91.6 percent and 92.0 percent of operating revenues in 2015 and 2014, respectively. MTA Metro-North (East of Hudson) passenger revenue increased in 2015 by \$27.7 million or 4.3 percent, and ridership increased by 1.297 million or 1.6 percent. The revenue increase is primarily a reflection of a 1.0 percent Connecticut fare increase implemented on January 1, 2015 and a 4.0 percent New York fare increase implemented on March 22, 2015. MTA Metro-North (East of Hudson) passenger revenue increased in 2014 by \$30.9 million or 5.0 percent, and ridership increased by 1.170 million or 1.4 percent. The revenue increase was primarily a reflection of a 5.04 percent Connecticut fare increase implemented on January 1, 2014.<sup>30</sup>

The Metropolitan Transportation Authority (MTA) was established in 1965, under Section 1263 of the New York Public Authorities Law, and is a public benefit corporation and a component unit of the State of New York (NYS) whose mission is to continue, develop and improve public transportation and to develop and implement a unified public transportation policy in the New York metropolitan area.<sup>31</sup>

### **Port Authority of NY & NJ (PANYNJ) – Owning/Operating Multimodal Model**

The Port Authority of New York & New Jersey (PANYNJ) conceives, builds, operates, and maintains infrastructure critical to the New York/New Jersey region's trade and transportation network. These facilities include America's busiest airport system, marine terminals and ports, the PATH rail transit system, six tunnels and bridges between New York and New Jersey, the Port Authority Bus Terminal in Manhattan, and the World Trade Center.

#### **Aviation – 2015 Domestic and International Passengers**

- John F. Kennedy International Airport – 56,608,299 (a 6.4% increase)
- LaGuardia Airport – 28,300,973 (a 5.0% increase)
- Newark Liberty International Airport – 37,274,138 (a 4.7% increase)



---

### ***Marine Terminals – 2015 Containers***

- New Jersey Marine Terminals – 3,427,000 (a 10.6% increase)
- New York Marine Terminals – 237,000 (a 3.0% decrease)

### ***Port Authority Trans Hudson Rail – 2015 Passengers***

- PATH – 76,565,451 (a 3.9% increase)

### ***Tunnels and Bridges – 2015 Vehicular Trips***

- Lincoln Tunnel – 18,932,000 (an 0.8% increase)
- Holland Tunnel – 15,409,000 (a 1.0% decrease)
- George Washington Bridge – 50,456,000 (a 2.9% increase)
- Staten Island Bridges (Bayonne Bridge, Goethals Bridge & Outerbridge Crossing) – 31,150,000 (a 1.7% increase)

### ***Bus Terminals – 2015 Passengers***

- Port Authority Bus Terminal – 66,700,000 (a 1.1% increase)
- George Washington Bridge Bus Station – 5,000,000 (a 6.4% increase)
- PATH Journal Square Transportation Center Bus Station – 11,940,000 (a 1.6% increase)<sup>32</sup>

Toll revenue at the Port Authority's six vehicular crossing increased \$149 million, primarily due to a scheduled increase in tolling rates that became effective in December 2015 along with a 1.7 percent increase in vehicular traffic. PATH fares increased \$16 million due to a scheduled increase in PATH fares that took effect in October 2014 and a 3.9 percent increase in ridership levels. Rental income increased \$146 million due to increases in fixed and percentage rentals related to aviation facilities and One World Trade Center (WTC), and One WTC Observation Deck, which opened to the public in 2015. Toll transactions in 2015 totaled \$116 million, and toll transactions per capita equaled \$6.3, based on the 2014 New York-Newark NY-NJ-CT UZA.<sup>33</sup>

The Port Authority was established on April 30, 1921. It was the first bi-state agency created under a clause of the constitution that permitted compacts between states with congressional consent. The Compact also created the Port District, which comprises an area of about 1,500 square miles in both states, centered on New York Harbor. The Port District includes the cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken, and Elizabeth in the State of New Jersey, and more than 200 other municipalities, including all or part of 17 counties, in the two states. The Port Compact established a bi-state authority to provide transportation, terminals, and other facilities of commerce within the Port District.

Legislation passed by the State of New York in 1967 authorized the Port Authority to establish one additional air terminal in New York and one additional air terminal in New Jersey outside the Port District with the site of each such terminal to be approved by the governor of the state in which the terminal is located. In May 2007, the State of New Jersey enacted a statute identical in scope. Stewart International Airport, located in Orange County, New York, was approved by the NY Governor as the additional air terminal and is operated by the Port Authority. Atlantic City International Airport, located

---

in Atlantic County, New Jersey, was approved by the NJ Governor. In July 2013, the Port Authority was authorized to enter into an agreement with the South Jersey Transportation Authority (SJTA) to perform certain general management services and functions for the airport.<sup>34</sup>

### **South Jersey Transportation Authority (SJTA) – Owning/Operating Multimodal**

The Authority's core components include: the Atlantic City Expressway (ACE), a 44.5-mile roadway that extends from Atlantic City through Atlantic, Camden, and Gloucester counties, ending at Route 42, approximately 10 miles east of Philadelphia; a 2001 expansion of the Expressway to include the 2.5-mile Atlantic City Brigatine Expressway Connector; the Atlantic City International Airport (ACY), which conducts commercial and general aviation operations, offering air travel to support commerce, tourism and the general public; Transportation Services, with transit routes that increase accessibility to employment opportunities in areas underserved by transit; operation and management all of the SJTA parking facilities and shuttles in Camden, Atlantic City, and at Atlantic City International Airport; and promulgation and enforcement of the rules and regulations of the motorbus industry in Atlantic County; and, tourist services.<sup>35</sup>

During 2012, the Authority entered into an agreement with Burlington County ("County"), New Jersey to provide operations for a new deviated fixed route system ("Burlink"). This agreement allowed the Authority to provide the operation of maintenance of County vehicles and service the agreed upon routes. This contract was for a two (2) year period beginning on January 1, 2012 through December 31, 2013. During 2014, the contract with Burlington County was extended an additional two (2) years through December of 2015. During 2014, the Authority realized \$1,063,461 in program revenue compared to \$923,067 in 2013.

Also, during 2012, the Authority entered into a shared services agreement with Rowan University to provide shuttle bus services between Rowan University, Camden Campus and Rowan University, Robinson Hall, Glassboro during the 2012-2013 school year for its students, employees and patrons. During 2014, the Authority realized \$174,102 in program revenue compared to \$145,300 in 2013.

Traffic on the Atlantic City Expressway (ACE) declined from 52,079,719 in 2013 to 50,985,868 vehicles in 2014 (a 2.1% decrease). Traffic in 2015 increased slightly (a 0.3% increase).

Scheduled service passengers using the Atlantic City Airport in 2015 increased one percent over the number of scheduled service passengers in 2014. Overall passenger traffic decreased one percent due to a decrease in charter service passengers.<sup>36</sup>

SJTA was established by the legislature in June 1991 to assume operational responsibilities for the Atlantic City Expressway, Atlantic City International Airport terminal, and parking facilities in Atlantic City. As a successor to the New Jersey Expressway Authority and Atlantic County Transportation Authority (ACTA), the SJTA serves six counties—Atlantic, Camden, Cape May, Cumberland, Gloucester, and Salem. SJTA provides the traveling public with safe and efficient transportation through the

---

acquisition, construction, maintenance, operation, and support of expressway, airport, transit, parking, other transportation projects and services that support the economies of Atlantic, Camden, Cape May, Cumberland, Gloucester, and Salem Counties. Legislation (N.J.S.A. 27:25A-1 et seq.) charged the Authority with coordinating South Jersey's transportation system, including addressing the region's highway network, aviation facilities and transportation needs.<sup>37</sup>



---

# Chapter 5

## Findings

### **Toll Agency Model Summary and Findings**

A summary of the ten non-state entities is presented in Table 5-1 and includes the Central Florida Expressway Authority for comparison. For the agencies included in the table below, attention was given to public transportation markets and any agency role in transit, as the statutory changes that expand the role of CFX focused on “fixed guideway” and “rapid transit.”

The summary includes the type of agency, the population rank of the metropolitan area, and the travel time index ratio. This index is calculated and published by the Texas Transportation Institute at Texas A and M University and represents the ratio of the travel time during the peak period to the time required to make the same trip at free-flow speeds. A value of 1.3, for example, indicates a 20-minute free-flow trip requires 26 minutes during the peak period.<sup>38</sup> Simply stated, the higher the value, the longer the peak hour trip will take as compared to the non-peak period. This factor is included as a measure of the potential for the market transit usage.

To compare existing toll demand and transit demand, the toll transactions per capita and the transit trips per capita are included in the analysis (transit trips are expressed in unlinked passenger trips). Finally, the mode of transit used in the metropolitan area is presented and its share of the public transportation market.

**Table 5-1. Metropolitan Toll Authority Comparison – Toll and Transit Characteristics**

Authorities	Model	Population Rank	Travel Time Value	Toll Transactions (in millions)	Toll Transactions per Capita	Transit Services	Unlinked Passenger Trips (UPT) (in millions)	UPT per Capita	Transit Mode Split
Central Florida Expressway Authority		31	1.21	333.6	220.9	Local Transit, FDOT	30.3	20.1	Bus-92% RB-3% CR-1%
Chesapeake Bay Bridge Tunnel	Single Purpose	35	1.19	3.6	3.1	Local Transit	17.5	15.4	Bus-86% LR-10% FB-2%
Peace Bridge (NY)	Single Purpose	50	1.17	5.6	4.7	Local Transit	26.4	22.3	Bus-82% LR-18%
E-470 Denver	Reinvestment	17	1.30	66.4	28.0	Local Transit	104.5	44.0	Bus-73% LR-25%
North Texas Toll Authority	Reinvestment	6	1.27	644.7	125.9	Local Transit	81.1	15.8	Bus-56% LR-36% CR-3%
SRTA Atlanta, GA	Multimodal Financier Partnership	9	1.24	6.0	1.3	Local Transit	137.5	30.4	Bus-46% HR-50%
Golden Gate District	Owning-Operating Multimodal	13	1.41	40.2	12.2	Authority-owned	457.0	139.3	Bus-38% TB-14% HR-28% LR-11%
Delaware River Port Authority	Owning-Operating Multimodal	5	1.24	95.7	17.6	Authority-owned	369.9	68.0	Bus-51% HR-30% CR-10%
MTA – New York	Owning-Operating Multimodal	1	1.34	211.3	11.5	Authority-owned	4,358.2	237.5	Bus-27% HR-65% CR-6% FB-0.6%
Port Authority NY/NJ	Owning-Operating Multimodal	1	1.34	115.8	6.3	Authority-owned	84.2	4.6	HR-99% FB-1%
South Jersey Transportation Authority	Owning-Operating Multimodal	150	1.62	51.0	NA	Authority-contracts	NA	NA	Bus-45%+ Contract

Several observations in this comparison are worth noting. The regions, where there are multimodal agencies incorporating toll facilities, transit facilities and other modes of transportation, are generally very large, dense, and mature urban areas such as New York and San Francisco. Transit trips on a per capita basis are over 10 times that of per person toll transactions (note the highlighted figures in the table above). In Central Florida, the reverse is true. This is likely due to a less mature transit system, a less dense land use density, and the available land for horizontal expansion.

Figure 5-1 below summarizes some additional findings from the review of various toll agency models and expands on Figure 4-1.

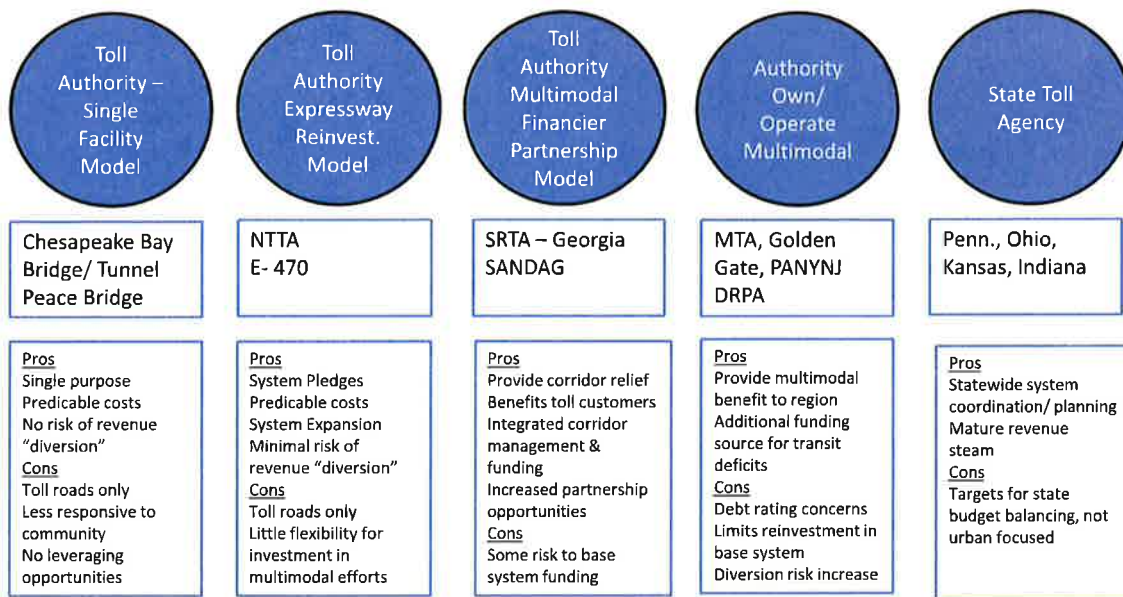


Figure 5-1. Toll Agency Organizational Spectrum – Pros and Cons

After reviewing the various toll agency models, several findings emerged:

1. The regional toll authority model is tailored to area needs and individual jurisdictional relationships.
2. The organizational structure and role of the agency evolves as a region’s needs evolve.
3. Recent trends indicate that agencies are now spinning off economic development and other non-core roles, and refocusing on the organization’s main mission.
4. Total multimodal integration models of authorities are reserved for densely developed areas with no ability or appetite for additional highway capacity. These are mature urbanized areas where there is arguably a nexus between the use of toll revenue to support other surface transportation modes, where any additional increment of passenger capacity contributes to overall mobility.
5. Transit demand is demonstrably high in areas with heavy multimodal involvement by toll agencies and, typically, involves an extremely dense employment center or centers.
6. CFX has already evolved through the “single purpose” model and the “reinvestment model” and is in the beginning stages of the “multimodal financier partnership.” The agency’s expanded roles in initiatives in the Goldenrod Road project, electronic revenue collection at Orlando International Airport, its recent agreement with the Osceola County Expressway Authority (OCX) transferring the lead for the OCX Master Plan development to CFX, and its role in developing a corridor for a high-speed rail connection along the Beachline expressway, are all examples of this evolution.

- 
7. This role as the multimodal partner is the appropriate position for CFX at this time in Central Florida's development. To assume any role in the ownership of or operations of fixed guideway transit system is, in the authors' opinion, not prudent at the present time. This finding is based on the current provisions in the prevailing bond documents, the lack of a demonstrated demand for high capacity transit, the identified expressway needs in the region, and the future financial capacity of CFX planned to tackle future regional expressway needs.

### **Local Needs and Concerns**

The review of the regional transportation plans, interviews, and meetings indicated that there is a strong desire for expanded transit options and additional expressway capacity in the region. There have been unsuccessful attempts in the past to secure a dedicated funding source for a regional transportation system, including increasing and dedicating a portion of the Florida rental car surcharge. There is a wide range of views on what CFX's role in the region should be, ranging from maintaining its role as the provider of regional expressways to actually owning and operating portions of a public transportation system.

While survey results from the CFX Master Plan update process indicate agreement on the issue of CFX doing more in the region, there is not consensus on what an expanded role would entail. A north-south commuter rail corridor has been established through the opening of SunRail, while the majority of CFX facilities serve the east-west travel demand. This may provide opportunities to provide priority transit feeder service to SunRail, if rail demand increases and east-west congestion increases.

The college and university connectivity needs that were expressed through discussions with leaders of the regional higher education institutions may also provide an opportunity for CFX to contribute to intercampus mobility through the provision of bus transit priority and, perhaps, a form of Bus Rapid Transit (BRT) on its expressways that cannot be expanded significantly beyond their current cross sections. The transit preference could also be accommodated in conjunction with congestion pricing programs in the future by providing express lanes or by the introduction of peak hour pricing.

### **National Trends**

Historically, there have many actions taken to address transportation funding shortfalls by shifting financial or operational responsibilities to toll authorities for a variety of reasons. Some of the rationale can be linked to a revenue authority's debt being "off the books" and not used in specific debt affordability calculations, or the political expediency of dealing with short-term deficits through a series of long-term toll increases. These maneuvers have ranged from the outright monetization of public assets through the granting of multi-decade concessions to operate facilities and retention of the revenues for a large, one-time payment to large-scale annual toll diversion of revenue to offset non-toll operating deficits.

In the review of national issues, this trend seems to be waning, and in some cases, actions are being reversed in order to adequately fund and maintain toll facilities. In addition, legal actions that challenge the fairness of using toll revenue to the benefit of non-toll users are gaining momentum. Among recent examples is a successful challenge by the American Trucking Association (ATA) in its action against the

---

New York State Thruway Authority for its decades long practice of funding the mostly recreational, canal system in the State. The case was decided in ATA's favor and terms of the settlement specifics are being deliberated as of this writing. The case was based on the Interstate Commerce Clause of the U.S. Constitution, and applies to interstate commercial traffic.

Another relevant case is the current debate in Pennsylvania that seems to indicate some sentiment for the reversal or tempering of a state law mandating an annual transfer of \$450 million from the Pennsylvania Turnpike Commission (Commission) to the Pennsylvania Department of Transportation (PennDOT) through FY 2022 to fund public transportation operations and other non-tolled transportation initiatives. Since 2007, \$5.2 billion has been transferred from the Commission, resulting in nine consecutive annual toll increases. "Due to the significance of the quarterly payments under Act 44 and Act 89, the Commission currently does not have excess cash from operations to finance its required payments to PennDOT. Therefore, the Commission plans to continue to increase toll rates annually and to issue debt for the foreseeable future to finance the majority of these payments."<sup>39</sup> The Turnpike Commission is now in the position of actually borrowing funds to transfer to non-turnpike activities. Apparently, the ATA is considering a similar suit based on the Pennsylvania arrangement as it did in the New York case.

Unsuccessful challenges have been made recently to the Port Authority of New York and New Jersey's toll increase. The challenge to the toll increase was prompted by the financial commitments to the construction of the new World Trade Center.

Although these national cases may not directly apply to any expanded role for CFX, it is instructional that moving too far from the concept of reinvesting toll revenues for the benefit of the rate payers can lead to legal challenges and otherwise unnecessary toll increases at worst, and, at best, a sense of unfairness by the Expressway Authority's customers. CFX is advised to take a cautious approach to any expansion of its financial or operating mission.

### **Credit Rating and Debt Considerations**

One of the most valued indications of a public authority's strength is its perception in the financial world, expressed by its bond rating and future outlook. As summarized in an earlier section, CFX's debt policy that is more conservative than is required in the Bond Resolution of 1.20x, and maintains a minimum senior lien debt service coverage ratio of at least 1.45x on the existing and planned debt issues. For planning purposes, a 1.60x senior lien debt service coverage ratio is used. CFX currently has over \$2.6 billion in outstanding debt. In 2015 total debt service of over \$170 million was paid by the agency with \$359 million of operating revenue with a coverage ratio of over 2.10x.

CFX's current ratings include Standard and Poor's "A" with a Positive Outlook, Moody's "A2" with a Positive Outlook, and Fitch "A" with a Stable Outlook. In the most recent guidance, some cautionary signals are relevant to a potential expanded role for CFX, particularly if significant additional capital expenditures are contemplated. Specifically, Moody's cites the size of the current Work Plan as a challenge.

---

### Credit Challenges

- *Extensive capital program planned totaling \$1.26 billion*
- Overall high debt to operating revenue, which is not expected to improve materially in the short term
- Significant, though reduced, exposure to variable rate debt and swaps
- Possible acquisition of the Osceola County Expressway in 2018, though this was expected to be undertaken as a non-system asset<sup>40</sup>

Standard and Poor's commented on an expansion of the capital improvement program as well and said:

### Outlook

- The positive outlook reflects strong demand for the system, as evidenced by strong transaction growth leading to increased revenues that provide strong DSC. We expect that CFX will continue to balance the needs of its existing system expansion projects, which are necessary to address regional growth, with the maintenance of sound financial operations.

### Upside scenario

- Continued strength in transactions and revenue growth that leads to DSC near the authority's latest financial forecast could lead to an upgrade.

### Downside scenario

- *If additional CIP needs are identified that require additional debt that leads to DSC near the authority's planning target, we could revise the outlook to stable.*<sup>41</sup>

## Project Opportunities

A part of this study included an effort to identify potential projects or candidates that CFX might consider as a part of its expanded role. Potential opportunities were sought through the discussions and meetings mentioned earlier and a review of the Transit Element of the MetroPlan Long Range Transportation Plan (LRTP). Several project opportunities for consideration by the Authority emerged. Figure 5-2 depicts the modal assignments that resulted from the technical analysis performed as a part of the LRTP update undertaken by MetroPlan Orlando. The map is taken directly from Technical Report #5 (the detail of the Transit Element of the plan) and illustrates transit corridors and modes of public transit that create a logical transit network for a cost feasible regional system. Several corridors are parallel to or concurrent with CFX facilities.

One corridor parallels SR 408 along SR 50 from north of Windermere/south of Ocoee eastward across the metropolitan area to SR 417 near University Boulevard and envisions a combination of exclusive and non-exclusive Bus Rapid Transit service. Capacity improvements to SR 408 are currently programmed for expansion, and the expressway west of Interstate 4 is identified in the CFX 2040 Master Plan for potential widening. An investigation into whether future improvements to SR 408 may help accommodate express bus or BRT service appears to be worthwhile. If managed lanes are ever considered for the downtown segment of SR 408, this could present an opportunity for an east-west transit corridor using premium bus service.



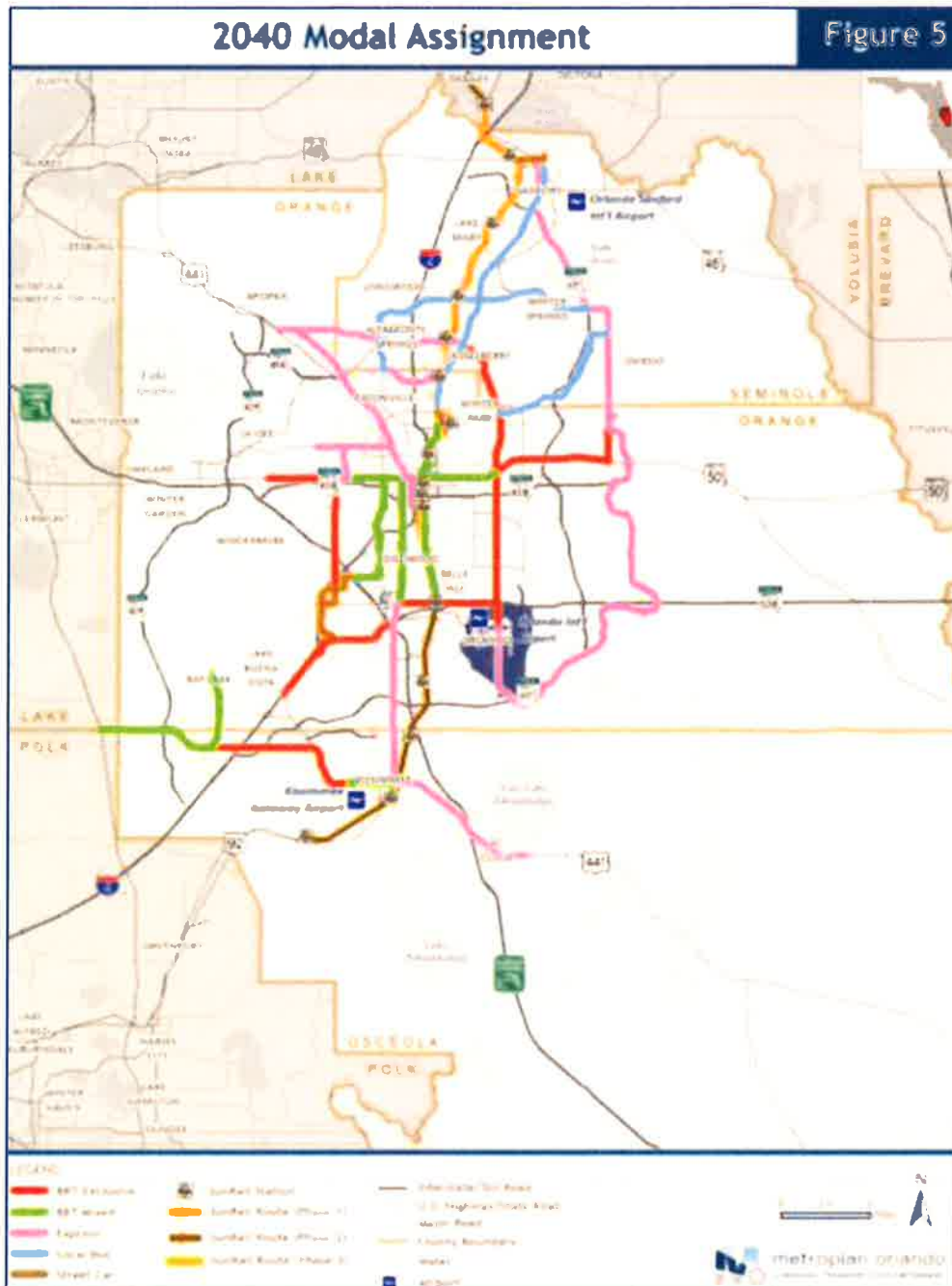


Figure S-2. MetroPlan Orlando 2040 Long Range Plan Transit Modes<sup>42</sup>

An exclusive BRT facility is indicated in the MetroPlan document as having potential along SR 528 from the vicinity of US Route 441 to Orlando International Airport. In addition, there have discussions about an extension of SunRail to the airport as well as other potential high capacity transit investments from OIA to the Florida Mall/International Drive area. A portion of SR 528 is identified for improvement in

the 2040 Master Plan, and future project development activities should take into consideration the potential transit demand in this corridor and consider high-capacity transit options.

Another transit corridor identified in the LRTP (Figure 5-2) is along SR 417 as an express bus corridor for almost the entire eastern portion of the circumferential facility. The CFX Master Plan (Figure 5-3) indicates possible capacity improvements on its portion of the expressway from SR 535 near International Drive to the interchange with SR 528. Again, as project development and evaluation begins, accommodation of transit service in the corridor should be considered.

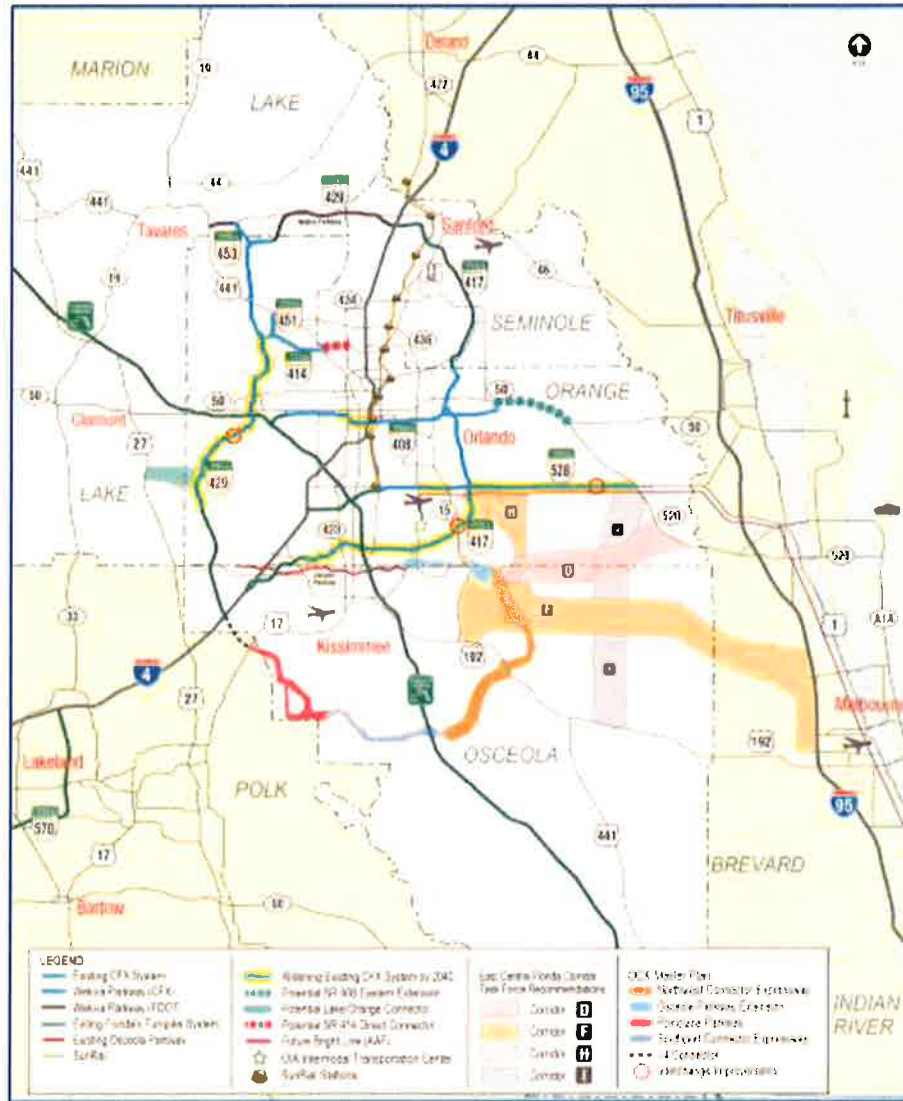


Figure 5-3. Central Florida Expressway Authority 2040 Master Plan Map

In any of these cases where a demonstrated need for express bus or non-exclusive BRT service materializes, evaluation of traffic bearing shoulders to accommodate priority transit service can be a low-cost first step toward multimodal service on the CFX system. In addition, evaluation of potential



---

park and ride facilities to serve express bus service and CFX customers could be warranted. The issue may arise that the potential accommodation of or priority for public transportation creates a “competing facility” that would prompt a test of revenue neutrality. It is doubtful that transit riders on any of these systems would represent any significant reduction in CFX toll revenue, and there would be a benefit to toll payers in that capacity is made available due to a shift of users to transit. However, this question would need to be definitively answered by an analysis performed by the CFX Traffic and Revenue Consultant.

Another potential for CFX to contribute to mobility in the region and maintain its practice of investing in revenue producing transportation improvements is in the area of financing and constructing parking and parking structures. There are multiple major destinations for recreation and employment in close proximity to CFX facilities. The provision of additional paid parking facilities can contribute to both local and expressway traffic circulation improvements and reduce congestion. Depending on demand and location of these facilities, there may be opportunities that investments in their construction could meet all of the “system” project criteria. An alternative may be to start with funding a parking revenue project from the CFX General Fund and have revenue flow back to that fund to be used for future parking investments. Revenue streams for such investments should cover any debt service, operating, maintenance and fund reserve requirements. If successful projects can be identified, financed, and constructed, the fund could be also be used to finance non-revenue generating multimodal improvements without compromising CFX’s financial position or credit rating. Further and consistent with its 2040 Master Plan, the collection of parking revenue using E-Passat these facilities could then be expanded as service to other parking garages that are not necessarily owned by CFX. This could lead to a totally integrated transportation system for the region, allowing, parking, tolls and transit fares to be paid from one consolidated account.

As the Authority’s older facilities become more congested and there is limited ability for capacity expansion (e.g. SR 408 and SR 528), there may become a time when the agency considers variable pricing or even managed lanes as a demand management technique. Incremental revenue realized from either of these pricing changes could then be used for other congestion mitigation measures that would enhance regional mobility and benefit CFX expressway customers. Examples include funding park and ride facilities, BRT capital or operating, or access enhancements to stations and parking.

Transit joint development investment is another potential area for CFX to contribute to the region’s multimodal system. Consistent with CFX investment parameters, future opportunities may exist that combined several of the options already mentioned (parking, access, and electronic collection) with financing transit-oriented commercial development. These investments concentrate activity around public transit hubs like rail stations and major intermodal transfer points taking advantage of the increased accessibility and value created. They can also serve to bolster transit ridership.

Related to the potential accommodation of express bus and BRT on the CFX system is a need for intercampus connections between higher education sites. The opening of the UCF downtown Orlando campus is expected to serve approximately 5,400 UCF students and 2,300 Valencia College students.<sup>43</sup> The provision of a reliable connection between the main campuses and the new downtown location is

---

recognized as a need, and SR 408 could serve as the major connector between Valencia's east (enrollment of 28,000<sup>44</sup>) and west (25,000) campuses and UCF's main location (63,000) with the new facilities in downtown. CFX and LYNX may want to move into more detailed dialogue with these institutions to estimate public transportation demand for these connections and how best to provide an appropriate level of service.

---

## Chapter 6

# Project Consideration Process

The criteria for major investments by CFX are well established in statute, bond documents, and by policy. As a result of this review, there appear to be a few distinct categories of potential multimodal project opportunities. First are enhancements along or on the existing expressway system that can be argued to benefit toll payers and include improvements, such as accommodation of express bus service, provision of BRT, and construction of park and ride lots. These initiatives are not terribly capital intensive and will contribute to enhancing and preserving mobility in the region as growth continues. A second category includes projects that have revenue generation potential and may or may not be directly linked to improved expressway service. This group would include, for example, transit station joint development investments. The thresholds for considering investing in the two different kinds of projects should be different and are addressed in the next section of this report. The second distinction is CFX “system” and “non-system” projects. This division basically divides projects for which revenues from current “system” facilities can be pledged to repay debt used to finance them. They must meet much more rigorous financial tests than “non-system” ventures; although, they too are subject to financial tests.

Figure 6-1 lays out a decision map for considering projects for inclusion in the CFX Five-Year Work Plan. The flow of the process moves through the statute, bond agreement, and CFX Board Policy. Ideally, projects should emanate from the CFX Master Plan and, in the future, this is likely to be the process. Given the 2040 plan has been completed only recently, this may not be feasible in the immediate future without amending the Master Plan.

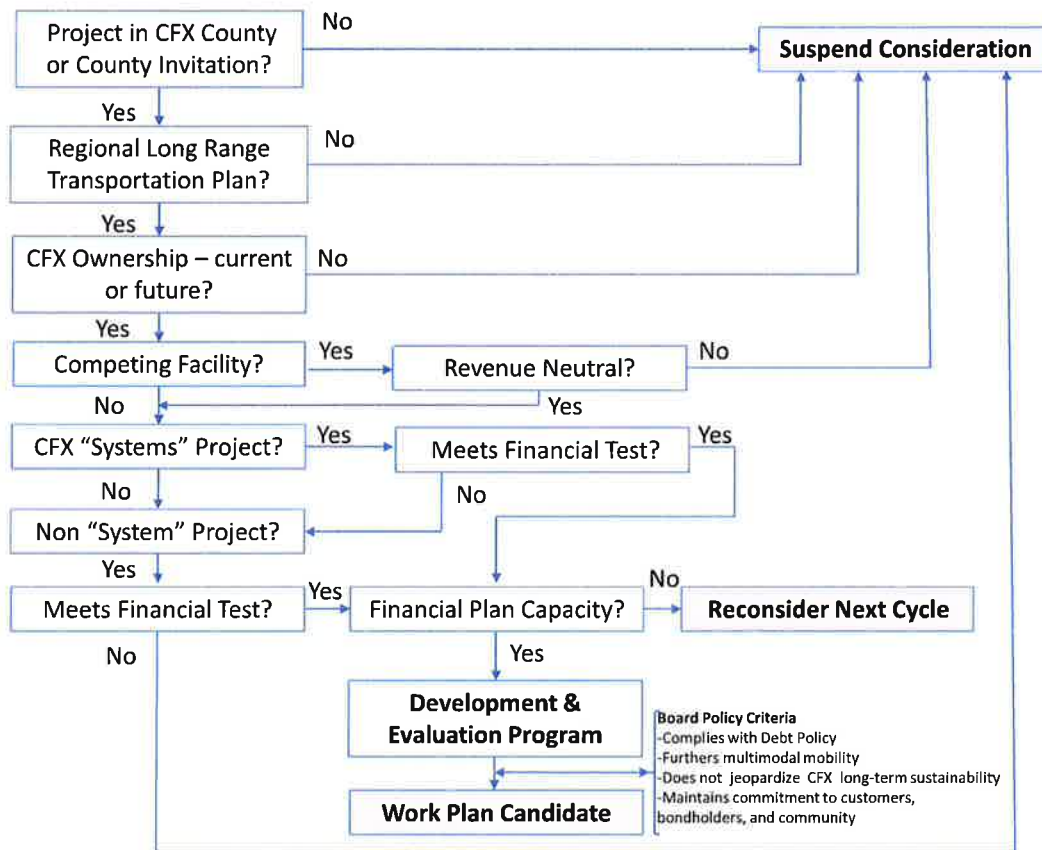


Figure 6-1. CFX Work Plan Project Consideration Process

This diagram over simplifies precisely what would be required and is intended to communicate a process that will potentially involve significant staff resources, the Traffic and Revenue Consultant, Financial Advisor, and Bond Counsel at many of these major decision points. It can serve as a quick reference for use in discussions with parties that approach the agency with project proposals. An annual consideration of multimodal projects is probably too frequent, and waiting for Master Plan updates is too infrequent. Additionally, a process must be flexible enough to accommodate projects and opportunities that emerge and deserve prompt consideration. To this end, the authors recommend that CFX consider establishing a multimodal project Development and Evaluation program as a part of its Work Plan. Funds identified in this item would be designated to evaluate various multimodal initiatives, including those identified in this report.

Planning funds could be programmed, and, if evaluations yield promise, specific projects could then be programmed for additional funding for further analysis, and PD&E. It is recommended that no project be programmed for construction or for ongoing operating support without first moving through this phase, and at least a preliminary ridership analysis be included for public transportation initiatives.

---

# Chapter 7

## Recommendations

### Business Model

The appropriate position for CFX at this time in Central Florida’s development is to continue to establish itself as a multimodal financier and regional partner. The CFX enabling legislation provides for the authority to engage in a broader set of projects. To assume a role in the ownership of operations of fixed guideway transit system is, in the authors’ opinion, not prudent at the present time. This finding is based on the current provisions of the prevailing bond documents, the identified expressway needs in the region, and the financial capacity of CFX being planned to accommodate the future needs of an expanded regional expressway system.

CFX should take a cautious approach to any expansion of its financial or operating mission, as moving too far from the concept of reinvesting toll revenues for the benefit of the rate payers could lead to legal challenges and otherwise unnecessary toll increases at worst, and, at best, a sense of unfairness by the Expressway Authority’s customers. Along the toll agency hierarchy presented in this study, Figure 7-1 indicates the authors’ recommendation for the business model for CFX.

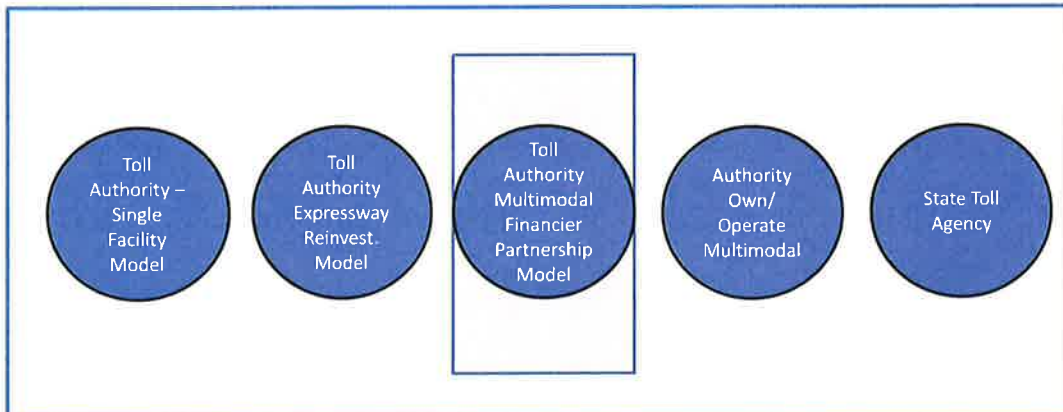


Figure 7-1. Recommended CFX Business Model – Toll Agency Organizational Spectrum

There may come a time in the future when providing additional expressway capacity is impractical in the region due to costs, environmental constraints, or public acceptance. At that time, there may be a strong case for the Expressway Authority to move into the ownership and operating role of other modes of transportation, when a nexus between the uses of toll revenue to support other surface transportation modes can be made, as in the cases of agencies high density, mature urban areas.

It is recommended that CFX consider establishing a multimodal project Development and Evaluation (D&E) program as a part of its Work Plan. This programmatic category could be used as mechanism to modestly fund the evaluation of various multimodal initiatives, including those identified in this report. Planning funds could be programmed and, if evaluations yield promise, specific projects could then be

---

forwarded for additional funding, further analysis, and PD&E. It is recommended that no project be programmed for construction or for on-going operating support without first moving through this D&E phase, and at least a preliminary ridership analysis be included for public transportation initiatives.

## Potential Projects

- An investigation into whether future improvements to SR 408 may help accommodate express bus or BRT service appears to be worthwhile. Not only is the corridor identified in the LRTP as a BRT corridor, it could provide the best path for the establishment of intercampus transit service serving the campuses of UCF and Valencia College. If managed lanes or peak hour price pricing were considered for the downtown segments of SR 408, this would present an opportunity for a free flow east-west corridor that could facilitate premium bus services.
- An exclusive BRT facility is indicated in the MetroPlan document as having potential along SR 528 from the vicinity of US Route 441 to Orlando International Airport. In addition, there have discussions about an extension of SunRail to the airport as well as other potential high capacity transit investments from OIA to the Florida Mall/International Drive area. A portion of SR 528 is identified for improvement in the 2040 Master Plan, and future project development activities should take into consideration the potential transit demand in this corridor and consider high-capacity transit options.
- The LRTP identified SR 417 as an express bus corridor for almost the entire eastern portion of the circumferential facility. The CFX Master Plan indicates possible capacity improvements on SR 417 from SR 535 near International Drive to the interchange with SR 528. As project development and evaluation begins, accommodation of transit service in the corridor should be considered.
- Another potential for CFX to contribute to mobility in the region and maintain its practice of investing in revenue producing transportation improvements is in the area of parking and parking structures. There are multiple major destinations for recreation and employment in close proximity to its system. The provision of additional paid parking facilities can contribute to both local and expressway circulation and reduce congestion.
- Consistent with its 2040 Master Plan, the collection of parking revenue using E-Pass at these facilities could then be expanded as service to other parking garages that are not necessarily owned by CFX. This could lead to a totally integrated transportation system for the region allowing, parking, tolls, and transit fares to be paid from one consolidated account.
- As the Authority's older facilities become more congested and there is limited ability for capacity expansion (e.g. SR 408 and SR 528), there may become a time when the agency considers variable pricing or even managed lanes as a demand management technique. Incremental revenue realized from either of these pricing changes could then be used for other congestion mitigation measures that would enhance regional mobility and benefit CFX expressway customers. Examples include funding park and ride facilities, BRT capital or operating, or access enhancements to stations and parking.
- Transit joint development investment is another potential area for CFX to contribute to the region's multimodal system. Consistent with CFX investment parameters, future opportunities

may exist that combine several of the options already mentioned (parking, access, and electronic collection) with financing transit-oriented commercial development. These investments concentrate activity around public transit hubs, like rail stations and major intermodal transfer points, taking advantage of the increased accessibility and value created. They can also serve to bolster transit ridership.

Table 7-1 summarizes the potential projects that have been identified.

**Table 7-1. Projects and Initiatives Identified for Development and Evaluation – Summary**

<b>Candidate Initiatives for Development and Evaluation</b>
SR 408 - Bus Rapid Transit/Express Bus Treatment/Higher Ed Connectivity Supported by LRTP, New Downtown UCF Campus
I-Drive/ Florida Mall to OIA – High Capacity Transit Evaluation Supported by LRTP, 2040 Master Plan Improvement
SR 417 - Express Bus Accommodation Included in LRTP, 2040 Master Plan Improvement
Area Wide - Parking Structure Funding Feasibility Alleviate Expressway Congestion, Potential Revenue Generation
Area Wide - Integrated Regional Fare/Toll Services Facilitate Regional Mobility, Potential Revenue Benefit or Neutrality
Area Wide – Variable Pricing Study/Future Funding Options Congestion Mitigation Measure, Potential Multimodal Funding Stream
Area Wide – Transit Joint Development Opportunities Contribution to Regional Mobility, Potential Revenue Generation

CFX has developed a Policy Profile that is updated and presented as a part of its Master Plan. It provides a framework to establish policy positions for major capital investment decisions and guides organizational decisions on future initiatives and capital programs. The agency must consider the position of multimodal initiatives among its policy option range.

Based on the two basic types of projects or multimodal initiatives that emerged in this study, it is recommended that they be viewed differently in this policy context. For projects that are multimodal but clearly yield benefits to CFX toll payers, the policy test should be near the “Cost Equals User Benefits” range of the policy scale (e.g., Express Bus accommodation, Park and Ride facilities). However, for other projects that may meet financial or revenue tests but not directly benefit expressway users (transit joint development off-system parking facilities), a more conservative policy position of “Cost Equals Revenue” is appropriate. The CFX Policy Profile in Figure 7-2, adapted from its 2040 Master Plan Document, illustrates this recommendation.



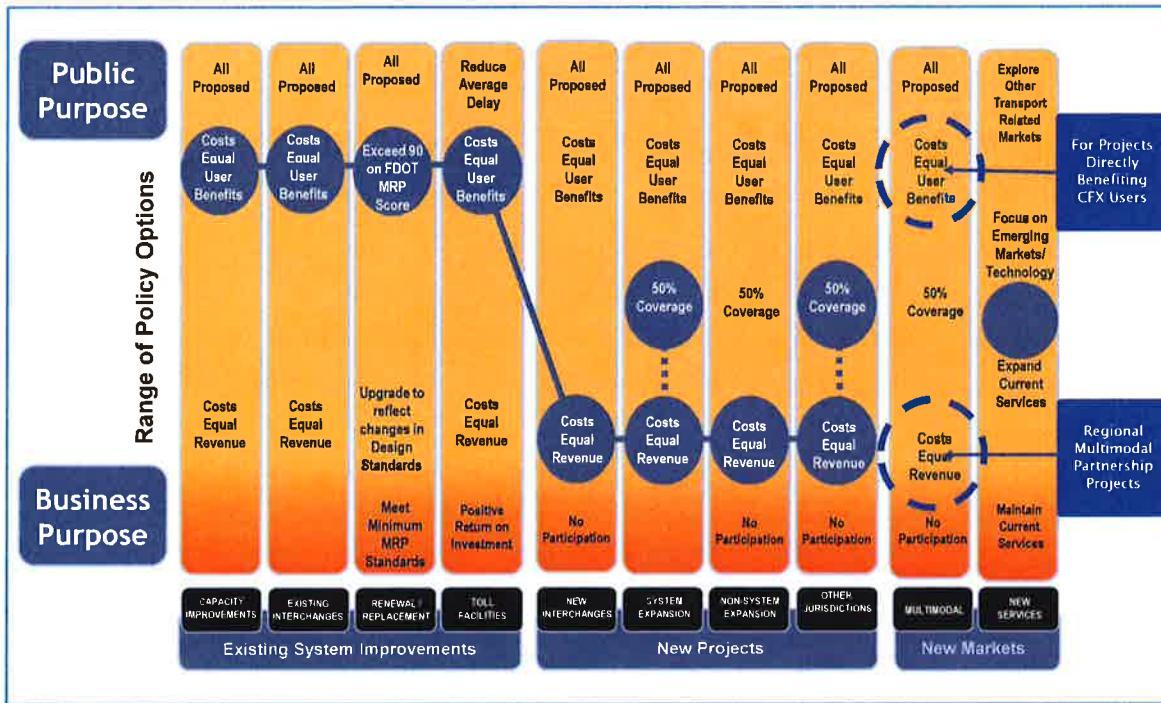


Figure 7-2. CFX Policy Profile – Multimodal Investment Recommendation



---

## Chapter 8

# Conclusions

During the development of the CFX 2040 Master Plan discussions, an expanded role for the Authority took on increased relevance as the Board and staff contemplated how to treat multimodal investments. The policy question asked by the Board nearly a year ago as it embarked on this study began to frame the approach. Namely, “How can a revenue authority funded with user fees, financially or otherwise, partner to further multimodal mobility without jeopardizing its long-term sustainability and maintain its commitment to customers, bondholders and the community?”

The CFX Board, Executives, Staff, Engineers, Attorneys, Advisors, and consultants are custodians of a \$5 billion public asset that, with minor exceptions, has been designed, constructed, operated, and maintained using no public tax dollars. User-fee financing has been employed to develop and maintain the system. Ideally, a user-financed public authority would continuously leverage its success and assets through reinvestment in expansion projects or programs that have a more than reasonable probability of ultimately generating revenue to cover their costs of capital and operations. This is largely the model that CFX and its predecessor have successfully followed

The reality is that not many transportation projects are sufficiently financially viable to cover their own costs and generate additional revenue for reinvestment in public infrastructure through direct user fees. This is why, even though Central Florida has an impressive system of tollways, toll roads represent a small fraction of the public highway mileage of the region, state and the nation.

Because these 109 miles of expressway (all of which are rated in either Good or Excellent condition) have been toll financed, the Central Florida Expressway Authority facilities not only serve the mobility and economic interests of the area, but also have made available other public resources for investment in critical infrastructure that cannot be built without general purpose, more broad-based tax sources.

User-fee based revenue authorities have to operate much like a business in that every action taken can be evaluated on the agency’s bottom line. The financial sector forms market-based judgements on the veracity of new project proposals and the management of the agency through bond ratings and interest rates that are ultimately assigned to the agency’s debt. While a significant enterprise, CFX is concise in its mission. All of these factors contribute to the current solid financial position of the Authority.

As CFX, the custodians of these assets and the underlying business model, considers an expansion of its role, changes to the model should be evaluated cautiously and with due deliberation. A delicate balance should be attempted to be reached as not to jeopardize the position of an agency with a current commitment to a \$1.3 billion five-year work program, an estimated \$2 billion need over the following 20 years for reinvestment in the existing system, and somewhere between \$6 and \$9 billion in potential new expressway projects identified in the 2040 Master Plan.

---

It is recommended that the agency take an evolutionary and incremental step to explore multimodal partnerships, such that those identified through this study, and avoid moving into a role that includes the operation and ownership of multimodal systems at this time.

It is important to note, that CFX has already taken concrete steps to assist in the regional transportation needs beyond the traditional toll-road model. Examples include the off-system investment in Goldenrod Road, accommodation of the All Aboard Florida right-of-way along the Beachline Expressway, automated collection of airport parking fees at Orlando International Airport, and the current and future arrangements with Osceola Expressway Authority.

---

## References

- <sup>1</sup> <http://www.orlandoedc.com/Data-Center.aspx>
  - <sup>2</sup> Orlando Economic Commission from Florida Department of Economic Opportunity, Labor Market Statistics Center
  - <sup>3</sup> Florida Transportation Commission Toll Agency Data
  - <sup>4</sup> Florida Transportation Commission Toll Agency Data
  - <sup>5</sup> <http://www.cbtt.com>, accessed August 15, 2016.
  - <sup>6</sup> <http://www.cbtt.com/wp-content/uploads/2015/11/CBBT-Audited-Financial-Stmts-2014-Final.pdf>, last accessed December 19, 2016.
  - <sup>7</sup> <http://www.cbtt.com/about-us/history/>, last accessed August 18, 2016.
  - <sup>8</sup> <http://www.peacebridge.com/>, last accessed August 18, 2016.
  - <sup>9</sup> <http://www.peacebridge.com/docs/2014%20Financial%20Statements%20searchable.pdf>, last accessed August 18, 2016.
  - <sup>10</sup> <http://www.peacebridge.com/index.php/about-us-sp-1874923374/peace-bridge-facts2>, last accessed August 18, 2016.
  - <sup>11</sup> <https://www.e-470.com/pages/aboutus/about-us.aspx>, last accessed July 6, 2016.
  - <sup>12</sup> <https://www.e-470.com/Documents/AboutUs/E-470%20Public%20Highway%20Authority%202014%20Audit%20Report.pdf>, last accessed July 6, 2016.
  - <sup>13</sup> <https://www.e-470.com/Documents/AboutUs/E-470%20Fact%20File.pdf>, last accessed July 6, 2016.
  - <sup>14</sup> <https://www.e-470.com/Documents/AboutUs/E-470%20Fact%20File.pdf>, last accessed July 6, 2016.
  - <sup>15</sup> [https://www.ntta.org/whatwedo/fin\\_invest\\_info/financial\\_Info/Documents/2015/2014\\_SYSTEM\\_CAFR.pdf](https://www.ntta.org/whatwedo/fin_invest_info/financial_Info/Documents/2015/2014_SYSTEM_CAFR.pdf), last accessed August 24, 2016.
  - <sup>16</sup> [https://www.ntta.org/whatwedo/fin\\_invest\\_info/NTTAsystem/Documents/2015/2014\\_SPS%20\\_AFR\\_secured.pdf](https://www.ntta.org/whatwedo/fin_invest_info/NTTAsystem/Documents/2015/2014_SPS%20_AFR_secured.pdf), last accessed August 24, 2016.
  - <sup>17</sup> <https://www.ntta.org/whoware/milestones/Pages/default.aspx>, last accessed July 6, 2016.
  - <sup>18</sup> <http://www.sandag.org/index.asp?fuseaction=about.home>, last accessed July 14, 2016.
  - <sup>19</sup> <http://www.sandag.org/index.asp?fuseaction=about.history>, last accessed July 6, 2016.
  - <sup>20</sup> <http://www.georgiatolls.com/about/history-statutes/>, last accessed August 8, 2016.
  - <sup>21</sup> [http://www.georgiatolls.com/assets/docs/FY14\\_SRTAFinancialReport.pdf](http://www.georgiatolls.com/assets/docs/FY14_SRTAFinancialReport.pdf), last accessed August 8, 2016.
  - <sup>22</sup> [http://www.georgiatolls.com/assets/docs/copy\\_history.pdf](http://www.georgiatolls.com/assets/docs/copy_history.pdf), last accessed August 8, 2016.
  - <sup>23</sup> <http://www.drpa.org/drpa/about.html>, last accessed July 6, 2016.
  - <sup>24</sup> <http://www.drpa.org/pdfs/ar2014.pdf>, last accessed July 6, 2016.
  - <sup>25</sup> <http://www.drpa.org/drpa/history.html>, last accessed July 6, 2016.
  - <sup>26</sup> <http://goldengate.org/organization/>, last accessed August 25, 2016.
  - <sup>27</sup> <http://goldengate.org/organization/mission.php>, last accessed August 25, 2016.
  - <sup>28</sup> <http://goldengate.org/organization/documents/CAFR-fy14.pdf>, last accessed August 25, 2016.
  - <sup>29</sup> <http://web.mta.info/mta/network.htm>, last accessed July 6, 2016.
  - <sup>30</sup> <http://web.mta.info/mta/budget/pdf/MTA%20Consolidated%20Financial%20Statements%202014-%20FINAL.pdf>, last accessed July 6, 2016.
  - <sup>31</sup> <http://web.mta.info/mta/network.htm>, last accessed July 6, 2016.
  - <sup>32</sup> <http://www.panynj.gov/about/facilities-services.html>, last accessed August 11, 2016.
  - <sup>33</sup> <http://corpinfo.panynj.gov/documents/2014/>, last accessed August 11, 2016.
-


- 
- <sup>34</sup> <http://www.panynj.gov/about/history-port-authority.html>, last accessed August 11, 2016.
- <sup>35</sup> <https://www.sjta.com/sjta/mission.asp>, last accessed August 16, 2016.
- <sup>36</sup> <https://www.sjta.com/sjta/publish/library/SJTA2014AnnualReport.pdf>, last accessed August 16, 2016.
- <sup>37</sup> <https://www.sjta.com/sjta/history.asp>, last accessed August 16, 2016.
- <sup>38</sup> <https://mobility.tamu.edu/ums/media-information/glossary/>
- <sup>39</sup> Pennsylvania Turnpike Commission, Notes to Financial Statements of the Comprehensive Annual Financial Report for FY 2015 and FY 2014, Note 9
- <sup>40</sup> Moody's Investor Service, CREDIT OPINION, 9 March, 2016
- <sup>41</sup> Standard and Poor's Rating Services, Central Florida Expressway Authority; Toll Roads Bridges, March 11, 2016
- <sup>42</sup> MetroPlan Orlando 2040 Long Range Plan, Technical Report#5, January, 2016, p.18
- <sup>43</sup> <http://www.ucf.edu/downtown/frequently-asked-questions/>
- <sup>44</sup> <http://valenciacollege.edu/aboutus/facts.cfm>

# **F. 3.**

**AMENDMENT TO BOARD  
RULES IN OFFICER ELECTIONS**

**MEMORANDUM**

**TO:** CFX Board Members  
Laura Kelley, Executive Director

**FROM:**  Joseph L. Passiatore, General Counsel

**DATE:** February 1, 2017

**SUBJECT:** Amendment to Board Rules re: Election of Officers

---

At its January meeting the Board discussed establishing a protocol for Chairman rotation and requested that it be taken up at the February meeting. Attached for your review is the pertinent section of the MetroPlan Orlando rules of procedure. After Board discussion and upon receiving direction, our office will draft the necessary amendment to the CFX Board Rules of Procedure.

JLP/ml  
Attachment

member cannot attend a meeting the alternate member may be designated for one or more specific meetings, at the discretion of the MetroPlan Orlando member entity.

#### IV. OFFICERS

(1.) The last scheduled meeting of each calendar year shall be known as the Annual Meeting of MetroPlan Orlando and shall be for the purpose of electing new officers and conducting such other business as may come before the members. MetroPlan Orlando shall elect from its voting membership a Chairman, Vice Chairman and Secretary-Treasurer.

(2.) Each officer shall be from a different local government or transportation agency.

(3.) Each member so elected shall serve for one (1) year or until he/she is reelected or until his/her successor is elected. The Chairman, Vice Chairman and Secretary-Treasurer's terms of office shall be limited to two (2) consecutive one (1) year terms and neither shall be eligible again until two (2) additional years have elapsed, nor shall either be succeeded by a member from the same local government or agency for his/her respective office.

(4.) The newly elected officers shall be declared installed and shall assume the duties of office at the first scheduled meeting of the new calendar year, or as designated by the board.

(5.) The Chairman shall preside at all meetings of MetroPlan Orlando and perform all duties as may be prescribed by MetroPlan Orlando.

# CURRENT CFX POLICY



3. Chairman shall mean the member of the Board elected by the Board to serve as Chairman. The Chairman shall be the presiding officer at all meetings of the Authority except that in the Chairman's absence, the Vice Chairman shall preside. The Chairman shall have all rights and privileges while he/she is presiding (e.g. the right to make motions, second motions, speak and vote), without relinquishing the chair.
4. Vice-Chairman shall mean the member of the Board elected by the Board to serve as Vice-Chairman. The Vice-Chairman shall preside at all meetings when the Chairman is not present or unable to serve.
5. The Treasurer shall mean the member of the board elected by the Board to serve as Treasurer. The Treasurer shall give a report each meeting as to the expenditures of the Authority.
6. The Executive Director of Florida Turnpike Enterprise is a non-voting advisor to the Board.
7. Executive Assistant shall be an employee of the Authority to assist in the preparation and execution of documents and records.

1-1.004

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

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

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

1-1.005

**Officers – Term of Officers.** Officers for the position of Chairman, Vice-Chairman and Treasurer shall be elected by nomination and majority vote annually at the regular meeting held in January.

1-1.006

**Meetings.**

1. Regular Meetings

The Board shall meet once each month, on the second Thursday of the month at 9:00 a.m. so long as there is business to conduct. All regular

# F. 4.

## CUSTOMER SERVICE PRESENTATION

# 2016 CUSTOMER OPINION SURVEY



1/23/2017

Central Florida Expressway Authority

## Table of Contents

<b>INTRODUCTION</b> .....	<b>3</b>
A. Background.....	3
B. Methodology .....	3
<b>EXECUTIVE SUMMARY</b> .....	<b>4</b>
<b>DETAILED FINDINGS</b> .....	<b>5</b>
1) Key Measures of Satisfaction.....	5
Overall Satisfaction .....	5
Rating of E-Pass for Value.....	8
Likelihood of Recommending E-Pass .....	10
2) Preference of funding method .....	12
Preference of Funding for new roads.....	12
3) Satisfaction with Tolled Expressway Elements .....	15
Satisfaction with Expressway attributes.....	15
Satisfaction with toll collectors .....	24
Satisfaction with tolled expressway safety.....	26
Satisfaction with tolled expressway benefits.....	33
Satisfaction with construction issues.....	40
Satisfaction with customer service rep.....	45
4) Usage Practices .....	47
Frequency of travel on tolled expressways .....	47
Reasons for choosing tolled expressways.....	50
Purposes of travel on tolled expressways.....	53
Tolled expressways used .....	57
Reasons for avoiding tolled expressways .....	59
Seen or heard E-Pass messaging.....	61
Interest in obtaining an E-Pass .....	64
Type of Transponder .....	66
Number of Transponders .....	68
Locations where E-Pass has been used.....	70
Awareness of mini-sticker.....	72
Knowledge of the Customer Loyalty Program.....	74
Familiarity with the Collegiate transponders .....	76
Familiarity with the CFX Reload Lane .....	78
Use of CFX Reload Lane .....	80
Number of vehicles in household .....	82
Number of vehicles in household with E-Pass .....	84

5) Account Issues .....	86
E-Pass Account Updates .....	86
How E-Pass Account was Updated.....	87
Type of information being looked for.....	88
Preferred method of communication.....	90
Preferred to receive text message communication.....	91
Monthly amount in tolls .....	92
Monthly replenishment amount.....	93
Low balance notification .....	94
Websites used.....	94
6) Media issues .....	97
Frequency of visits to CFXway.com.....	97
Purpose of using CFXway.com .....	100
Incidence of viewing board meeting .....	104
Incidence of use of social media.....	105
Type of technology used most often.....	106
Interested in CFX’s monthly e-newsletter.....	108
7) Profile of Users .....	110
Incidence.....	110
Usage frequency .....	112
Overall Satisfaction .....	114
Monthly amount in tolls .....	116
<b>APPENDIX A) DEMOGRAPHICS .....</b>	<b>117</b>
County of residence .....	117
Gender .....	119
Respondent Age.....	121
Ethnicity.....	123
Education.....	125
Annual Household Income.....	127
<b>APPENDIX B) SURVEY QUESTIONNAIRES.....</b>	<b>130</b>
<b>CONTACT US: .....</b>	<b>141</b>

## **INTRODUCTION**

### **A. Background**

The Central Florida Expressway Authority (CFXway) conducted a self completed customer opinion survey. The survey results provide an assessment of the customers' opinions on various issues and services as well as the overall customer satisfaction. In addition, demographics and usage practices are summarized.

### **B. Methodology**

The survey sample is representative of the 306,000 prepaid E-PASS customers as well as cash lane customers. Ridership on the CFX system is generally 80% electronic and 20% cash. The survey sample size will ensure the confidence interval (also called the margin of error) for the survey to be (+-) 4 with a confidence level of 95%.

E-Pass customers completed an online survey. A random sample of 12,000 E-Pass Account Holders were sent an invitation by the Central Florida Expressway Authority inviting customers to participate in an online survey. Surveys were collected from December 1 – 28, 2016. A total of 1,182 online surveys were collected yielding a 10% completion rate.

Cash Lane customers completed a paper survey. Approximately 4,500 paper surveys were printed. The questionnaire, cover letter and a postage-paid envelope was handed to customers by the toll booth personnel in early-December 2016. Customers were given just under two weeks to complete the surveys. A total of 161 paper surveys were returned yielding a 4% completion rate. Varga Market Research Services provided the data entry and validation of the paper surveys.

The questionnaires for E-Pass customers and Cash Lane customers were similar but each version contained questions applicable to their methods of payment. All potential respondents were given the option to be entered into a drawing for a \$50 E-Pass credit as incentive for completing the 2016 Customer Opinion Survey. Winners were selected randomly.

## EXECUTIVE SUMMARY

Nearly all survey respondents are "satisfied customers." E-Pass customers reported a slightly higher satisfaction rating than Cash Lane customers. Consistent with the high satisfaction ratings, a majority of tolled expressway users are satisfied with all aspects of their expressway experience.

Most customers agree that the Central Florida Expressways are faster, well maintained, have adequate signage and are cleaner than using other roadways. Half of all customers use the tolled expressways for work-related purposes. These customers tend to be more frequent users than those who travel for personal reasons. Approximately 6 out of 10 work-related respondents use the Expressways daily.

The main reason customers' use the expressways are to save time. Over half of all respondents use the Central Florida Expressways at least once a week or more. The majority of customers indicated that the expressways are more convenient and less congested than other roadways. The average monthly amount paid in toll charges by all respondents is \$56.

E-Pass customers generally agree that E-Pass is a good value and would recommend the E-Pass service to others. A majority of E-Pass customers agree that when calling the E-Pass service center, the customer service representatives are responsive, friendly and treat them as valued customers. More than half of E-Pass customers prefer to fund the Expressway Authority with tolls instead of taxes.

More than half of Cash customers are interested in opening an E-Pass account. The majority of Cash customers agree that the toll collectors are friendly and treat them as valued customers. Cash customers most often use SR417, SR408 and SR528.

The Expressway Authority's website, CFXway.com is widely used by survey respondents. The majority of E-Pass users visit the site a few times a year, primarily to manage their E-Pass accounts, view construction updates, calculate tolls and view maps. Only 1 out of 5 Cash users have visited the site.

More than half of all respondents use Mobile technology most often. Approximately 2 out of 3 cash respondents use social media, especially Facebook. Over half of all respondents are interested or already receive the CFX Monthly e-newsletter.

## DETAILED FINDINGS

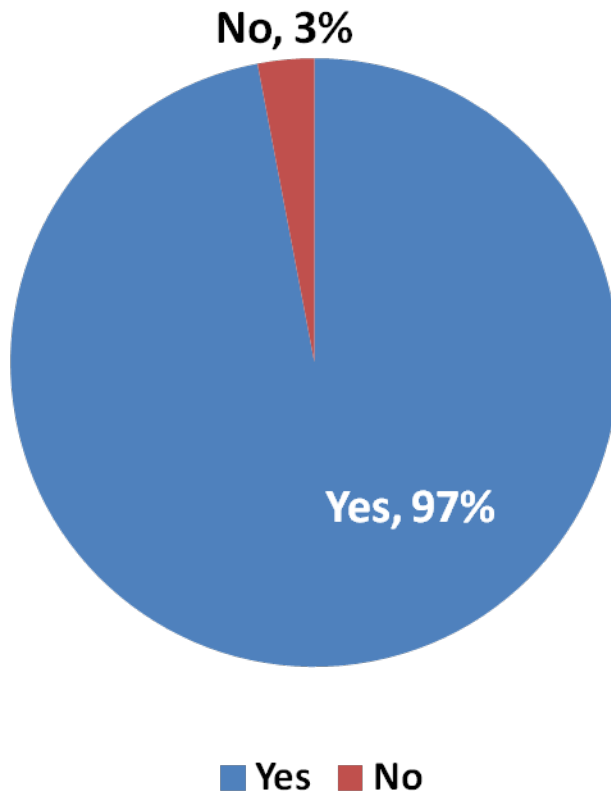
### 1) Key Measures of Satisfaction

#### Overall Satisfaction

##### All Customers

Nearly all (97%) of survey respondents considered themselves a “satisfied customer.”

#### Overall Satisfaction (Total)

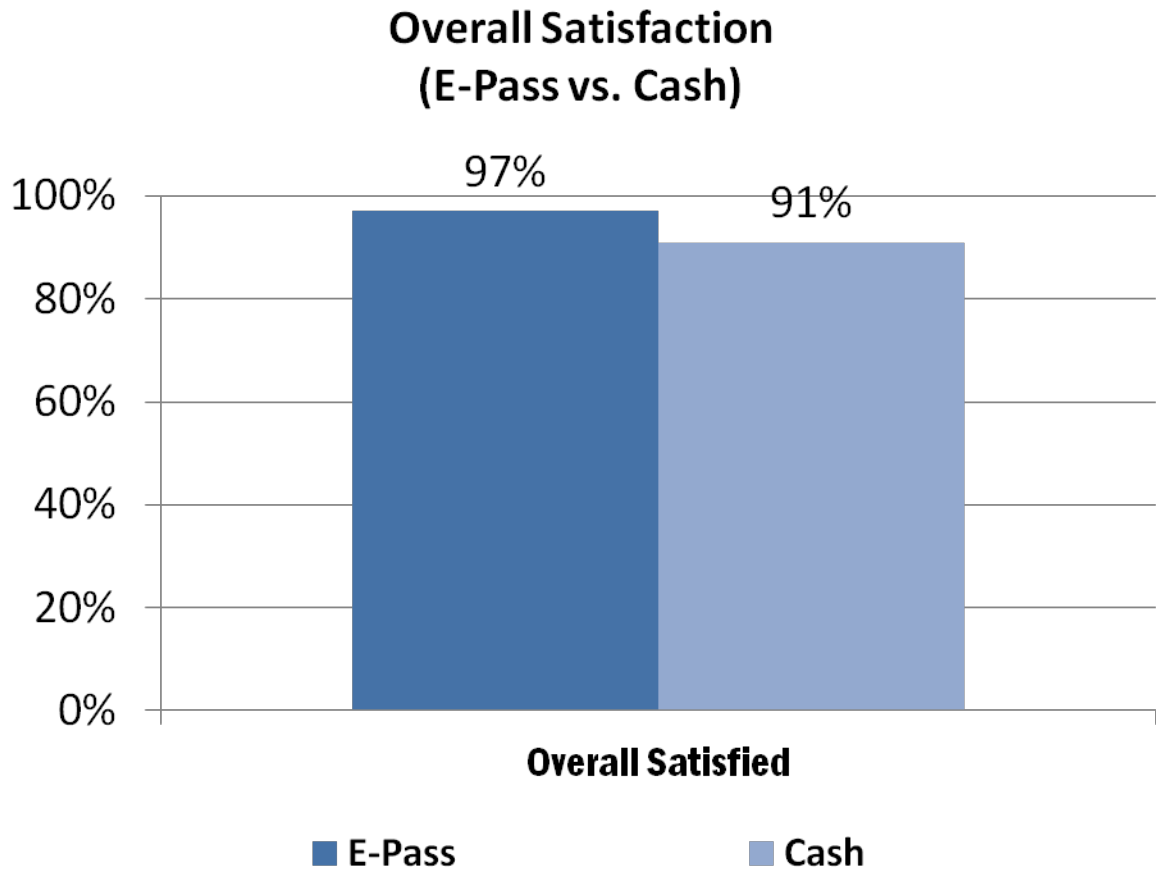


Q32. Overall, would you consider yourself a satisfied customer?



### E-Pass vs. Cash Customers

E-Pass customers (97%) reported a slightly higher satisfaction rating than Cash customers (91%).



Q32. Overall, would you consider yourself a satisfied customer?

**Q32. Overall, would you consider yourself a satisfied customer?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q32. Overall, would you consider yourself a satisfied customer?	Yes	1916	96.6%	1770	97.1%	146	90.7%
	No	67	3.4%	52	2.9%	15	9.3%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q32. Overall, would you consider yourself a satisfied customer?	Yes	.	B	
	No	.		A

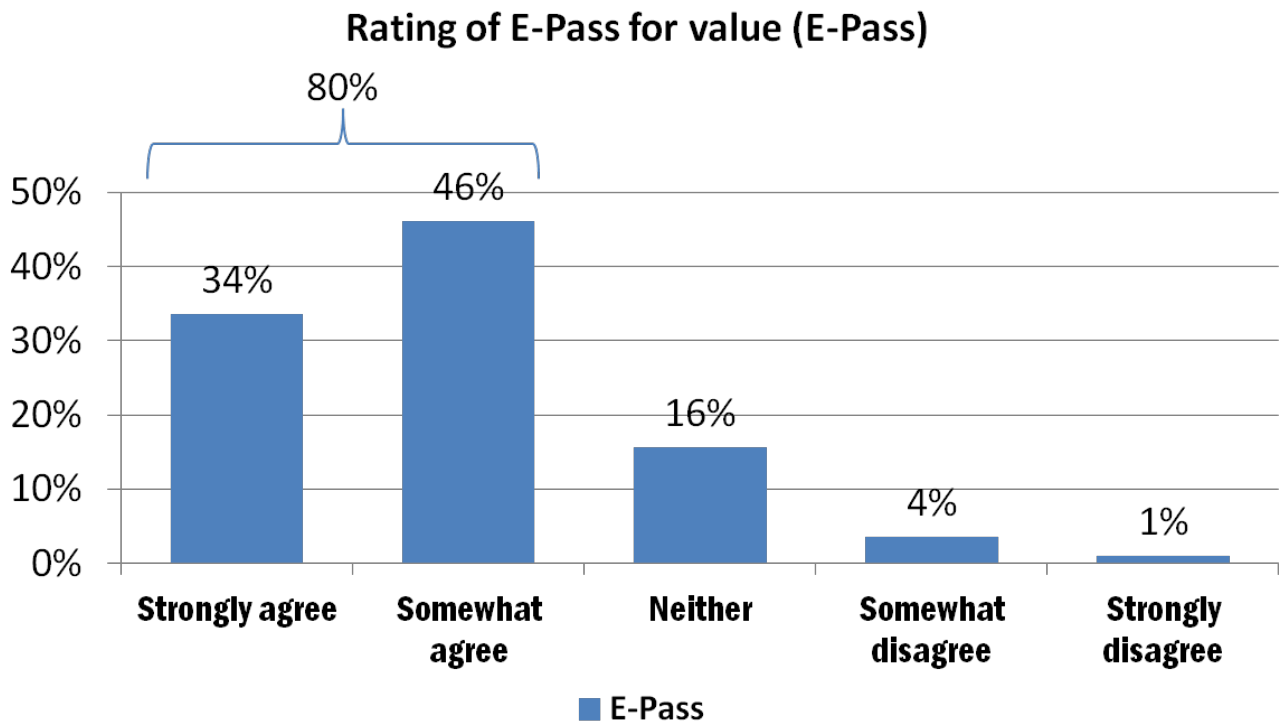
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Rating of E-Pass for Value

### E-Pass Customers

4 out of 5 E-Pass customers (80%) agree that E-Pass is a good value with (34%) agreeing strongly.



Q31c. How much do you agree or disagree with the following – I am satisfied with the value I receive from the E-Pass program?

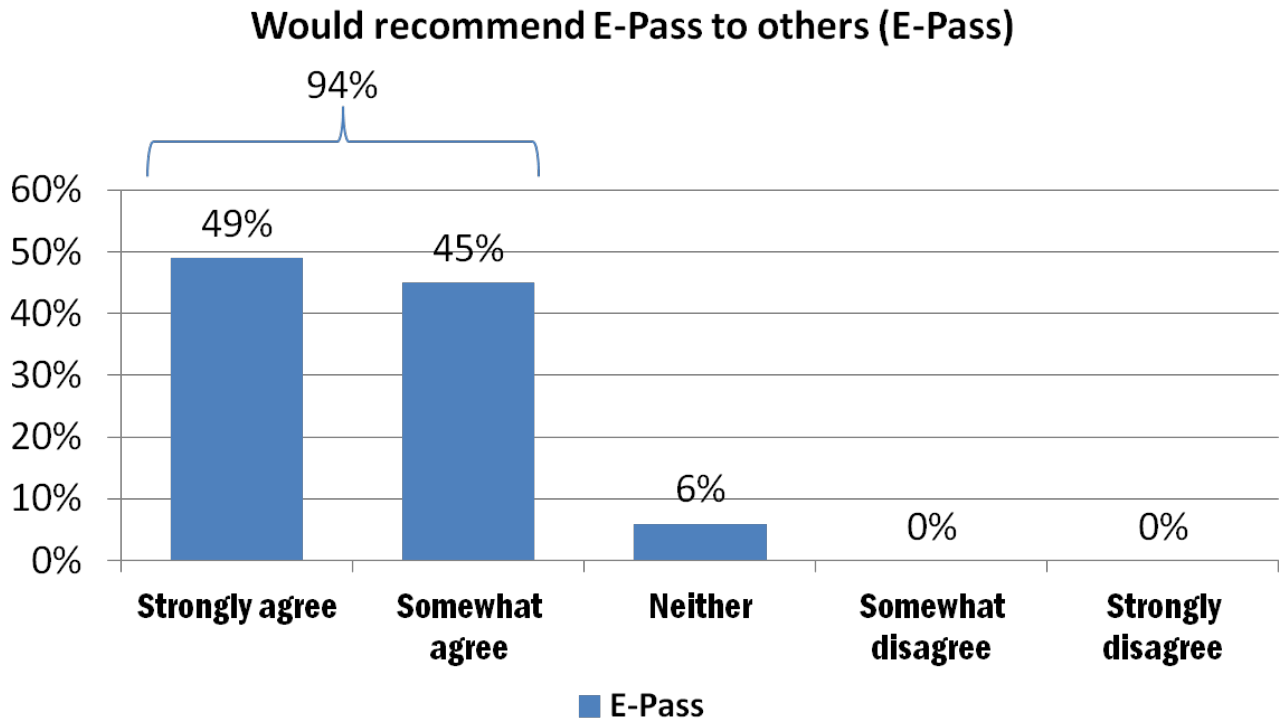
**Q31c. I am satisfied with the value I receive from the E-PASS program (e.g. discounts, cheaper than cash toll rate)?**

		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q31c. I am satisfied with the value I receive from the E-PASS program (e.g. discounts, cheaper than cash toll rate)?	Strongly agree	612	33.6%	612	33.6%
	Somewhat agree	840	46.1%	840	46.1%
	Neither agree nor disagree	285	15.6%	285	15.6%
	Somewhat disagree	66	3.6%	66	3.6%
	Strongly disagree	19	1.0%	19	1.0%
Total		1822	100.0%	1822	100.0%
Strongly or somewhat agree		1452	79.7%	1452	79.7%
Neither agree nor disagree		285	15.6%	285	15.6%
Strongly or somewhat disagree		85	4.7%	85	4.7%
Total		1822	100.0%	1822	100.0%

## Likelihood of Recommending E-Pass

### E-Pass Customers

Nearly all (94%) would recommend E-Pass to family and friends with (49%) agreeing strongly.



Q31b. How much do you agree or disagree with the following – I would recommend E-Pass to family and friends?

**Q31b. I would recommend E-PASS to family and friends?**

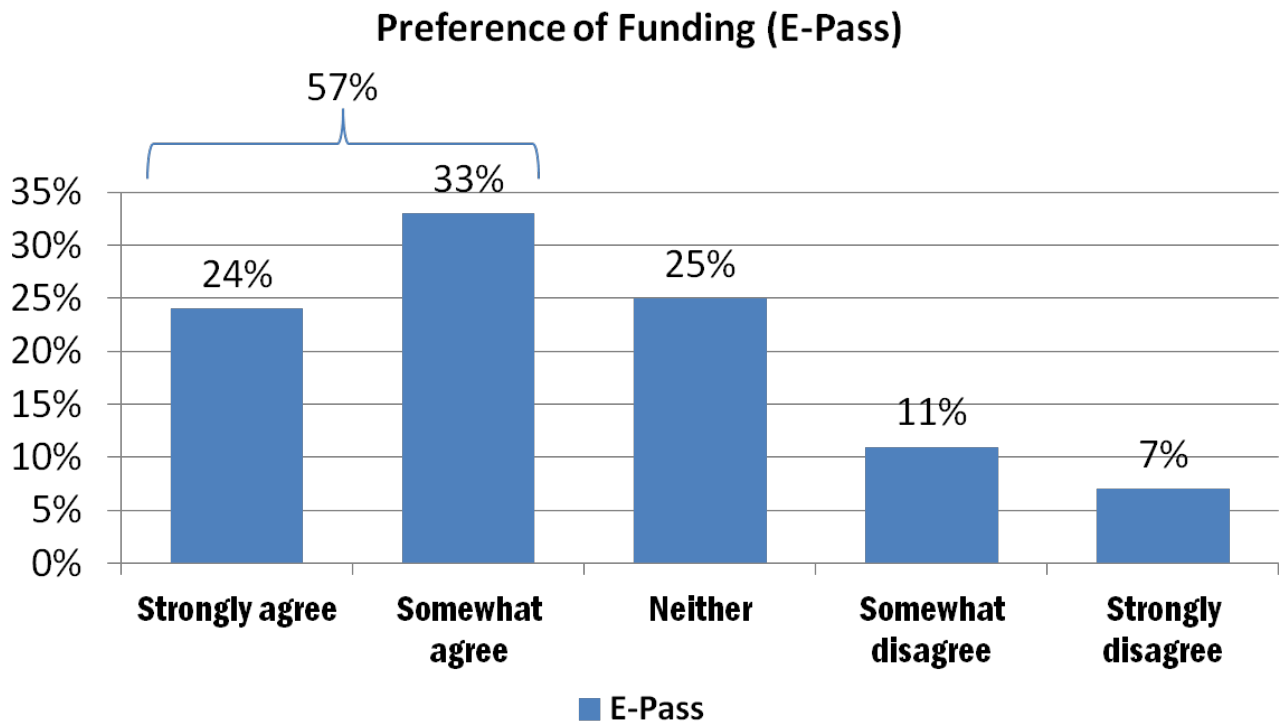
		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q31b. I would recommend E-PASS to family and friends?	Strongly agree	889	48.8%	889	48.8%
	Somewhat agree	827	45.4%	827	45.4%
	Neither agree nor disagree	101	5.5%	101	5.5%
	Somewhat disagree	3	.2%	3	.2%
	Strongly disagree	2	.1%	2	.1%
Total		1822	100.0%	1822	100.0%
Strongly or somewhat agree		1716	94.2%	1716	94.2%
Neither agree nor disagree		101	5.5%	101	5.5%
Strongly or somewhat disagree		5	.3%	5	.3%
Total		1822	100.0%	1822	100.0%

## 2) Preference of funding method

### Preference of Funding for new roads

#### E-Pass Customers

More than half (57%) would prefer funding new roads by paying tolls rather than raising taxes with (24%) agreeing strongly.



Q30c. How much do you agree or disagree with the following – I prefer funding new roads by paying tolls rather than raising taxes?

**Q30c. I prefer funding new roads by paying tolls rather than raising taxes?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q30c. I prefer funding new roads by paying tolls rather than raising taxes?	Strongly agree	475	24.0%	432	23.7%	43	26.7%
	Somewhat agree	659	33.2%	604	33.2%	55	34.2%
	Neither agree nor disagree	485	24.5%	448	24.6%	37	23.0%
	Somewhat disagree	218	11.0%	210	11.5%	8	5.0%
	Strongly disagree	144	7.3%	128	7.0%	16	9.9%
	No answer provided	2	.1%			2	1.2%
	Total	1983	100.0%	1822	100.0%	161	100.0%
Strongly or somewhat agree		1134	57.2%	1036	56.9%	98	60.9%
Neither agree nor disagree		485	24.5%	448	24.6%	37	23.0%
Strongly or somewhat disagree		362	18.3%	338	18.6%	24	14.9%
No answer provided		2	.1%			2	1.2%
Total		1983	100.0%	1822	100.0%	161	100.0%



**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q30c. I prefer funding new roads by paying tolls rather than raising taxes?	Strongly agree	.		A
	Somewhat agree	.		
	Neither agree nor disagree	.		
	Somewhat disagree	.	B	
	Strongly disagree	.		A
	No answer provided	.	.	<sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q30c_x	Strongly or somewhat agree	.		A
	Neither agree nor disagree	.		
	Strongly or somewhat disagree	.	B	
	No answer provided	.	.	<sup>a</sup>

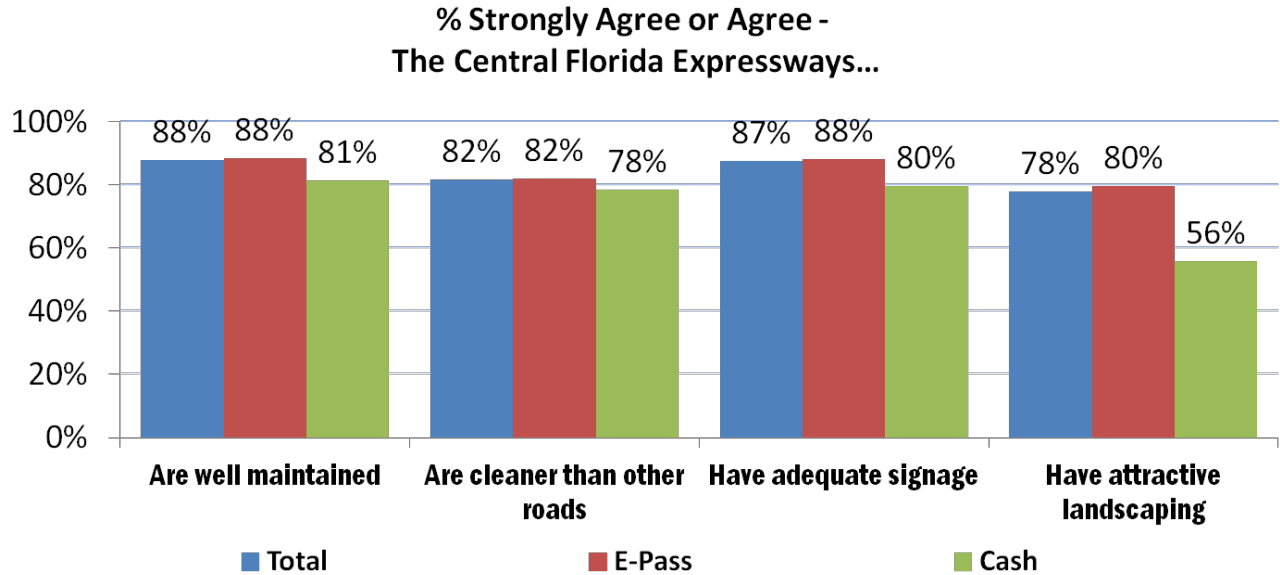
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

### 3) Satisfaction with Tolled Expressway Elements

#### Satisfaction with Expressway attributes

(88%) of all customers agree that the Expressways are well maintained, (87%) agree there is adequate signage, (82%) agree the Expressways are cleaner than other roads and (78%) agree the tolls have attractive landscaping.



How much do you agree or disagree – The Central Florida Expressways ...

- Q28c. Are well maintained?
- Q28b. Are cleaner than other roads?
- Q28f. Have adequate signage?
- Q28e. Have attractive landscaping?

**Q28c. Central Florida Expressways - Are well maintained?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q28c. Central Florida Expressways - Are well maintained?	Strongly agree	719	36.3%	666	36.6%	53	32.9%
	Somewhat agree	1020	51.4%	942	51.7%	78	48.4%
	Neither agree nor disagree	209	10.5%	185	10.2%	24	14.9%
	Somewhat disagree	31	1.6%	26	1.4%	5	3.1%
	Strongly disagree	3	.2%	3	.2%		
	No answer provided	1	.1%			1	.6%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>
	Strongly or somewhat agree	1739	87.7%	1608	88.3%	131	81.4%
	Neither agree nor disagree	208	10.5%	185	10.2%	23	14.3%
	Strongly or somewhat disagree	34	1.7%	29	1.6%	5	3.1%
	No answer provided	2	.1%			2	1.2%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q28c. Central Florida Expressways - Are well maintained?	Strongly agree	.	B	
	Somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Somewhat disagree	.		A
	Strongly disagree	.		. <sup>a</sup>
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q28c_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		A
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Q28b. Central Florida Expressways - Are cleaner than other roads?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q28b. Central Florida Expressways - Are cleaner than other roads?	Strongly agree	687	34.6%	640	35.1%	47	29.2%
	Somewhat agree	929	46.8%	850	46.7%	79	49.1%
	Neither agree nor disagree	338	17.0%	306	16.8%	32	19.9%
	Somewhat disagree	22	1.1%	22	1.2%		
	Strongly disagree	6	.3%	4	.2%	2	1.2%
	No answer provided	1	.1%			1	.6%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>
	Strongly or somewhat agree	1616	81.5%	1490	81.8%	126	78.3%
	Neither agree nor disagree	338	17.0%	306	16.8%	32	19.9%
	Strongly or somewhat disagree	28	1.4%	26	1.4%	2	1.2%
	No answer provided	1	.1%			1	.6%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q28b. Central Florida Expressways - Are cleaner than other roads?	Strongly agree	.	B	
	Somewhat agree	.		
	Neither agree nor disagree	.		A
	Somewhat disagree	.		. <sup>a</sup>
	Strongly disagree	.		A
	No answer provided	.	. <sup>a</sup>	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q28b_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		
	No answer provided	.	. <sup>a</sup>	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Q28f. Central Florida Expressways - Have adequate signage?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q28f. Central Florida Expressways - Have adequate signage?	Strongly agree	656	33.1%	601	33.0%	55	34.2%
	Somewhat agree	1077	54.3%	1004	55.1%	73	45.3%
	Neither agree nor disagree	196	9.9%	170	9.3%	26	16.1%
	Somewhat disagree	45	2.3%	40	2.2%	5	3.1%
	Strongly disagree	7	.4%	7	.4%		
	No answer provided	2	.1%			2	1.2%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>
Strongly or somewhat agree		1733	87.4%	1605	88.1%	128	79.5%
Neither agree nor disagree		196	9.9%	170	9.3%	26	16.1%
Strongly or somewhat disagree		52	2.6%	47	2.6%	5	3.1%
No answer provided		2	.1%			2	1.2%
<b>Total</b>		<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q28f. Central Florida	Strongly agree	.		
Expressways - Have adequate signage?	Somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Somewhat disagree	.		A
	Strongly disagree	.		. <sup>a</sup>
	No answer provided	.	. <sup>a</sup>	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q28f_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		
	No answer provided	.	. <sup>a</sup>	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.



**Q28e. Central Florida Expressways - Have attractive landscaping?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q28e. Central Florida Expressways - Have attractive landscaping?	Strongly agree	562	28.3%	530	29.1%	32	19.9%
	Somewhat agree	978	49.3%	920	50.5%	58	36.0%
	Neither agree nor disagree	412	20.8%	352	19.3%	60	37.3%
	Somewhat disagree	20	1.0%	14	.8%	6	3.7%
	Strongly disagree	9	.5%	6	.3%	3	1.9%
	No answer provided	2	.1%			2	1.2%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>
	Strongly or somewhat agree	1540	77.7%	1450	79.6%	90	55.9%
	Neither agree nor disagree	412	20.8%	352	19.3%	60	37.3%
	Strongly or somewhat disagree	29	1.5%	20	1.1%	9	5.6%
	No answer provided	2	.1%			2	1.2%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q28e. Central Florida Expressways - Have attractive landscaping?	Strongly agree	.	B	
	Somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Somewhat disagree	.		A
	Strongly disagree	.		A
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q28e_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		A
	No answer provided	.		. <sup>a</sup>

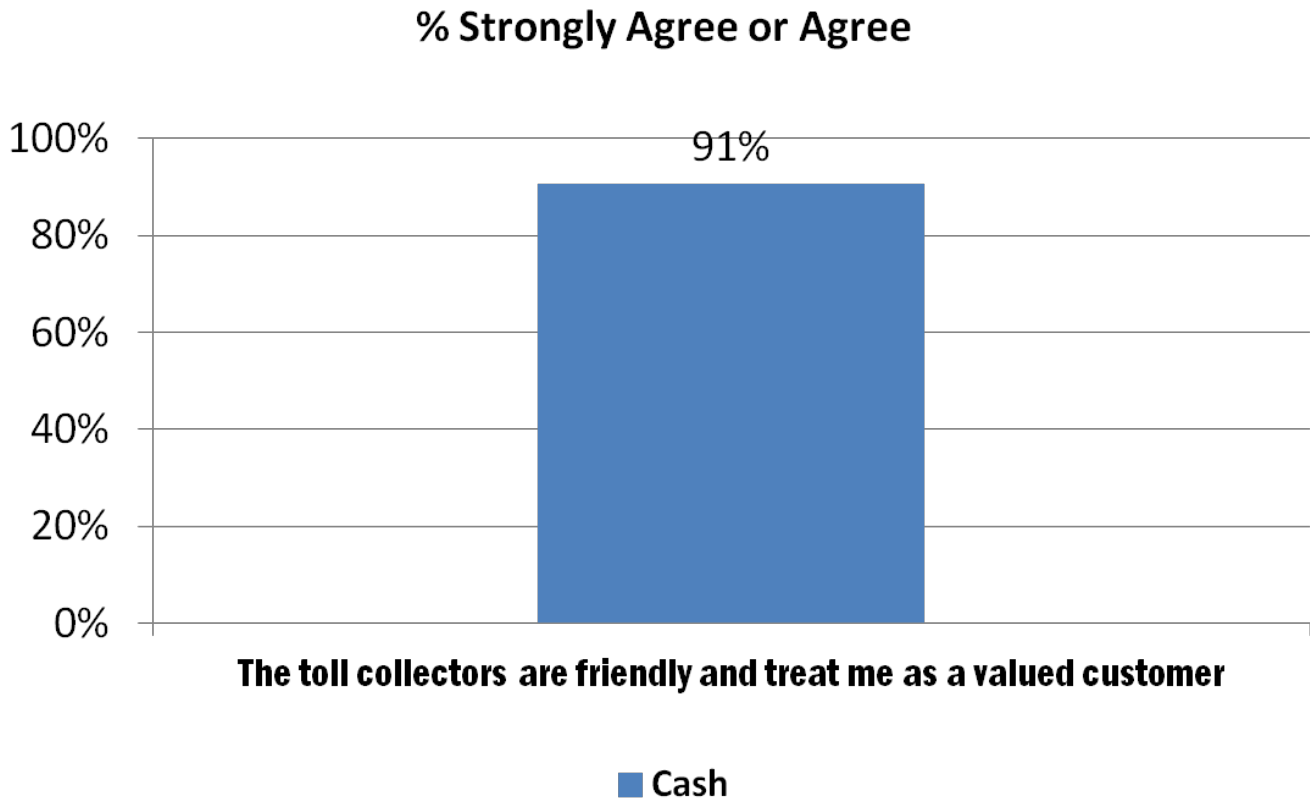
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Satisfaction with toll collectors

### Cash Customers

(91%) of cash users agree that the toll collectors are friendly and treat them as valued customers.



Q29e. How much do you agree or disagree with the following – The toll collectors I come in contact with are friendly and treat me as a valued customer?

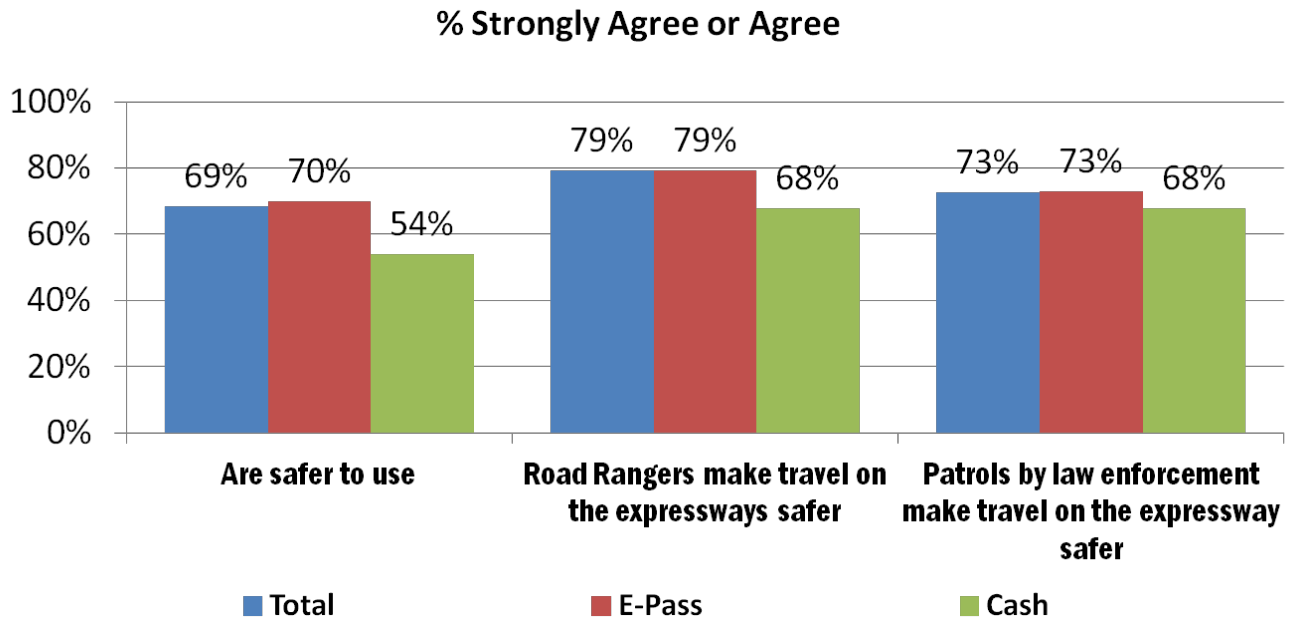
Central Florida Expressway Authority - 2016 Customer Opinion Survey

Q29e. The toll collectors I come in contact with are friendly and treat me as a valued customer?

		Total		Survey Type	
		Total		Cash	
		Count	PCT	Count	PCT
Q29e. The toll collectors I come in contact with are friendly and treat me as a valued customer?	Strongly agree	91	56.5%	91	56.5%
	Somewhat agree	55	34.2%	55	34.2%
	Neither agree nor disagree	10	6.2%	10	6.2%
	Somewhat disagree	4	2.5%	4	2.5%
	No answer provided	1	.6%	1	.6%
Total	161	100.0%	161	100.0%	
Strongly or somewhat agree	146	90.7%	146	90.7%	
Neither agree nor disagree	10	6.2%	10	6.2%	
Strongly or somewhat disagree	4	2.5%	4	2.5%	
No answer provided	1	.6%	1	.6%	
Total	161	100.0%	161	100.0%	

### Satisfaction with tolled expressway safety

(69%) of all customers agree the Expressways are safer to use, (79%) agree that Road Rangers make travel on the expressways safer and (73%) agree that Patrols by law enforcement make travel on the expressways safer.



How much do you agree or disagree with the following

– The Central Florida Expressways ...

Q28d. Are safer to use?

Q29a/b. Road Rangers and Patrols by law enforcement make traveling on the expressways safer?

**Q28d. Central Florida Expressways - Are safer to use**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q28d. Central Florida Expressways - Are safer to use?	Strongly agree	578	29.1%	542	29.7%	36	22.4%
	Somewhat agree	781	39.4%	729	40.0%	52	32.3%
	Neither agree nor disagree	559	28.2%	497	27.3%	62	38.5%
	Somewhat disagree	51	2.6%	45	2.5%	6	3.7%
	Strongly disagree	12	.6%	9	.5%	3	1.9%
	No answer provided	2	.1%			2	1.2%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>
Strongly or somewhat agree		1358	68.5%	1271	69.8%	87	54.0%
Neither agree nor disagree		559	28.2%	497	27.3%	62	38.5%
Strongly or somewhat disagree		63	3.2%	54	3.0%	9	5.6%
No answer provided		3	.2%			3	1.9%
<b>Total</b>		<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q28d. Central Florida	Strongly agree	.	B	
Expressways - Are safer to use?	Somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Somewhat disagree	.		A
	Strongly disagree	.		A
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q28d_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		A
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Q29a. Road Rangers make travel on the expressways safer?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q29a. Road Rangers make travel on the expressways safer?	Strongly agree	778	39.2%	726	39.8%	52	32.3%
	Somewhat agree	773	39.0%	716	39.3%	57	35.4%
	Neither agree nor disagree	414	20.9%	369	20.3%	45	28.0%
	Somewhat disagree	13	.7%	10	.5%	3	1.9%
	Strongly disagree	2	.1%	1	.1%	1	.6%
	No answer provided	3	.2%			3	1.9%
	Total	1983	100.0%	1822	100.0%	161	100.0%
Strongly or somewhat agree		1551	78.2%	1442	79.1%	109	67.7%
Neither agree nor disagree		414	20.9%	369	20.3%	45	28.0%
Strongly or somewhat disagree		15	.8%	11	.6%	4	2.5%
No answer provided		3	.2%			3	1.9%
Total		1983	100.0%	1822	100.0%	161	100.0%



**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q29a. Road Rangers make travel on the expressways safer?	Strongly agree	.	B	
	Somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Somewhat disagree	.		A
	Strongly disagree	.		A
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q29a_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		A
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Q29b. Patrols by law enforcement make travel on the expressways safer?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q29b. Patrols by law enforcement make travel on the expressways safer?	Strongly agree	621	31.4%	579	31.8%	42	26.8%
	Somewhat agree	818	41.3%	751	41.2%	67	42.7%
	Neither agree nor disagree	446	22.5%	403	22.1%	43	27.4%
	Somewhat disagree	76	3.8%	71	3.9%	5	3.2%
	Strongly disagree	18	.9%	18	1.0%		
Total		1979	100.0%	1822	100.0%	157	100.0%
Strongly or somewhat agree		1439	72.6%	1330	73.0%	109	67.7%
Neither agree nor disagree		446	22.5%	403	22.1%	43	26.7%
Strongly or somewhat disagree		94	4.7%	89	4.9%	5	3.1%
No answer provided		4	.2%			4	2.5%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q29b. Patrols by law enforcement make travel on the expressways safer?	Strongly agree	.	B	
	Somewhat agree	.		
	Neither agree nor disagree	.		A
	Somewhat disagree	.		
	Strongly disagree	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

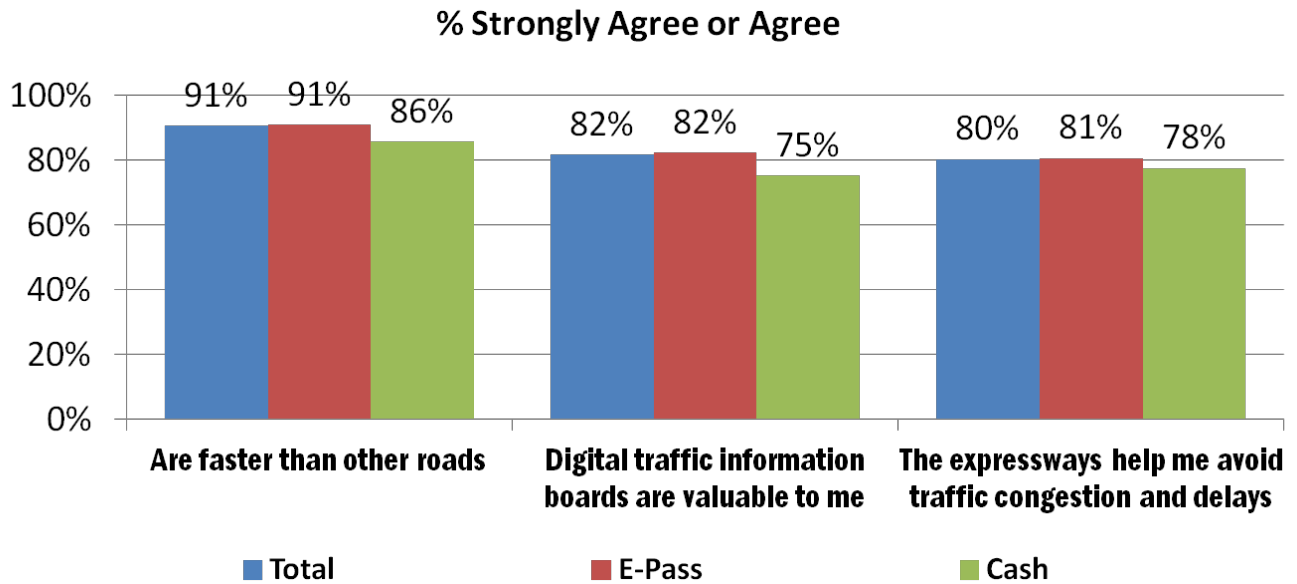
		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q29b_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.	B	
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

### Satisfaction with tolled expressway benefits

(91%) of all customers agree that the Expressways are faster than other roads, (82%) agree that Digital traffic information boards are valuable to them and (80%) agree that Expressways help them avoid traffic congestion and delays.



How much do you agree or disagree with the following

– The Central Florida Expressways ...

Q28a. Are faster than other roads?

Q29c. Digital traffic information boards are valuable to me?

Q29d. The expressways help me avoid traffic congestion and delays?

**Q28a. Central Florida Expressways - Are faster than other roads?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q28a. Central Florida	Strongly agree	808	40.7%	750	41.2%	58	36.0%
Expressways - Are faster	Somewhat agree	990	49.9%	910	49.9%	80	49.7%
than other roads?	Neither agree nor disagree	156	7.9%	138	7.6%	18	11.2%
	Somewhat disagree	26	1.3%	23	1.3%	3	1.9%
	Strongly disagree	2	.1%	1	.1%	1	.6%
	No answer provided	1	.1%			1	.6%
	Total	1983	100.0%	1822	100.0%	161	100.0%
	Strongly or somewhat agree	1798	90.7%	1660	91.1%	138	85.7%
	Neither agree nor disagree	156	7.9%	138	7.6%	18	11.2%
	Strongly or somewhat disagree	28	1.4%	24	1.3%	4	2.5%
	No answer provided	1	.1%			1	.6%
	Total	1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q28a. Central Florida	Strongly agree	.	B	
Expressways - Are faster than other roads?	Somewhat agree	.		
	Neither agree nor disagree	.		A
	Somewhat disagree	.		
	Strongly disagree	.		A
	No answer provided	.	.	<sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q28a_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		A
	No answer provided	.	.	<sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Q29c. Digital traffic information boards are valuable to me?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q29c. Digital traffic information boards are valuable to me?	Strongly agree	677	34.1%	625	34.3%	52	32.3%
	Somewhat agree	945	47.7%	876	48.1%	69	42.9%
	Neither agree nor disagree	309	15.6%	277	15.2%	32	19.9%
	Somewhat disagree	38	1.9%	32	1.8%	6	3.7%
	Strongly disagree	13	.7%	12	.7%	1	.6%
	No answer provided	1	.1%			1	.6%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>
Strongly or somewhat agree		1622	81.8%	1501	82.4%	121	75.2%
Neither agree nor disagree		309	15.6%	277	15.2%	32	19.9%
Strongly or somewhat disagree		51	2.6%	44	2.4%	7	4.3%
No answer provided		1	.1%			1	.6%
<b>Total</b>		<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q29c. Digital traffic information boards are valuable to me?	Strongly agree	.	B	
	Somewhat agree	.		
	Neither agree nor disagree	.	A	
	Somewhat disagree	.	A	
	Strongly disagree	.		
	No answer provided	.	. <sup>a</sup>	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q29c_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		
	Strongly or somewhat disagree	.	A	
	No answer provided	.	. <sup>a</sup>	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.



**Q29d. The expressways help me avoid traffic congestion and delays**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q29d. The expressways help me avoid traffic congestion and delays?	Strongly agree	698	35.2%	649	35.6%	49	30.4%
	Somewhat agree	897	45.2%	821	45.1%	76	47.2%
	Neither agree nor disagree	301	15.2%	273	15.0%	28	17.4%
	Somewhat disagree	70	3.5%	66	3.6%	4	2.5%
	Strongly disagree	15	.8%	13	.7%	2	1.2%
	No answer provided	2	.1%			2	1.2%
	<b>Total</b>	<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>
Strongly or somewhat agree		1595	80.4%	1470	80.7%	125	77.6%
Neither agree nor disagree		301	15.2%	273	15.0%	28	17.4%
Strongly or somewhat disagree		85	4.3%	79	4.3%	6	3.7%
No answer provided		2	.1%			2	1.2%
<b>Total</b>		<b>1983</b>	<b>100.0%</b>	<b>1822</b>	<b>100.0%</b>	<b>161</b>	<b>100.0%</b>

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q29d. The expressways help me avoid traffic congestion and delays?	Strongly agree	.	B	
	Somewhat agree	.		
	Neither agree nor disagree	.		A
	Somewhat disagree	.	B	
	Strongly disagree	.		A
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

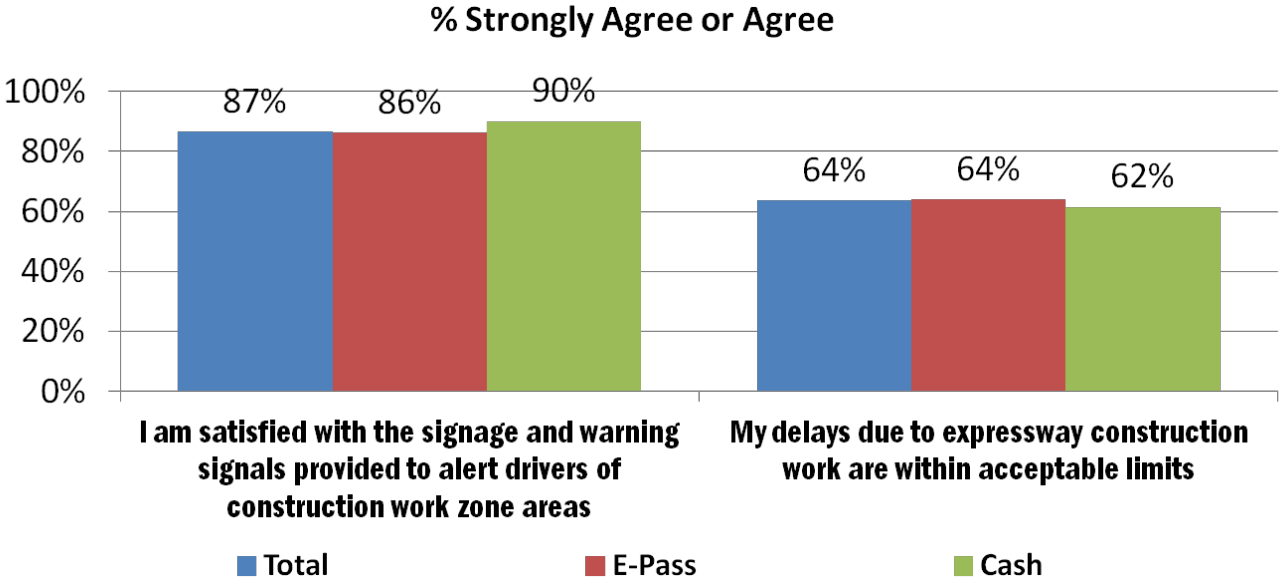
		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q29d_x	Strongly or somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Satisfaction with construction issues**

(87%) of all customers agree that the signage and warning signals provided alert drivers of construction work zone areas and (64%) agree that their delays due to expressway construction work are with acceptable limits.



How much do you agree or disagree with the following  
– The Central Florida Expressways ...

- Q30a. I am satisfied with the signage and warning signals provided to alert drivers of construction work zone areas?
- Q30b. My delays due to expressway construction work are within acceptable limits?

**Q30a. I am satisfied with the signage and warning signals provided to alert drivers of construction work zone areas?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q30a. I am satisfied with the signage and warning signals provided to alert drivers of construction work zone areas?	Strongly agree	532	26.8%	469	25.7%	63	39.1%
	Somewhat agree	1187	59.9%	1105	60.6%	82	50.9%
	Neither agree nor disagree	187	9.4%	178	9.8%	9	5.6%
	Somewhat disagree	65	3.3%	60	3.3%	5	3.1%
	Strongly disagree	11	.6%	10	.5%	1	.6%
	No answer provided	1	.1%			1	.6%
	Total	1983	100.0%	1822	100.0%	161	100.0%
Strongly or somewhat agree		1719	86.7%	1574	86.4%	145	90.1%
Neither agree nor disagree		187	9.4%	178	9.8%	9	5.6%
Strongly or somewhat disagree		76	3.8%	70	3.8%	6	3.7%
No answer provided		1	.1%			1	.6%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q30a. I am satisfied with the signage and warning signals provided to alert drivers of construction work zone areas?	Strongly agree	.		A
	Somewhat agree	.	B	
	Neither agree nor disagree	.	B	
	Somewhat disagree	.		
	Strongly disagree	.		
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q30a_x	Strongly or somewhat agree	.		A
	Neither agree nor disagree	.	B	
	Strongly or somewhat disagree	.		
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Q30b. My delays due to expressway construction work are within acceptable limits?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q30b. My delays due to expressway construction work are within acceptable limits?	Strongly agree	292	14.7%	258	14.2%	34	21.1%
	Somewhat agree	972	49.0%	907	49.8%	65	40.4%
	Neither agree nor disagree	476	24.0%	432	23.7%	44	27.3%
	Somewhat disagree	190	9.6%	179	9.8%	11	6.8%
	Strongly disagree	52	2.6%	46	2.5%	6	3.7%
	No answer provided	1	.1%			1	.6%
	Total	1983	100.0%	1822	100.0%	161	100.0%
Strongly or somewhat agree		1264	63.7%	1165	63.9%	99	61.5%
Neither agree nor disagree		476	24.0%	432	23.7%	44	27.3%
Strongly or somewhat disagree		242	12.2%	225	12.3%	17	10.6%
No answer provided		1	.1%			1	.6%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q30b. My delays due to expressway construction work are within acceptable limits?	Strongly agree	.		A
	Somewhat agree	.	B	
	Neither agree nor disagree	.		A
	Somewhat disagree	.	B	
	Strongly disagree	.		A
	No answer provided	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
q30b_x	Strongly or somewhat agree	.		
	Neither agree nor disagree	.		A
	Strongly or somewhat disagree	.		
	No answer provided	.		. <sup>a</sup>

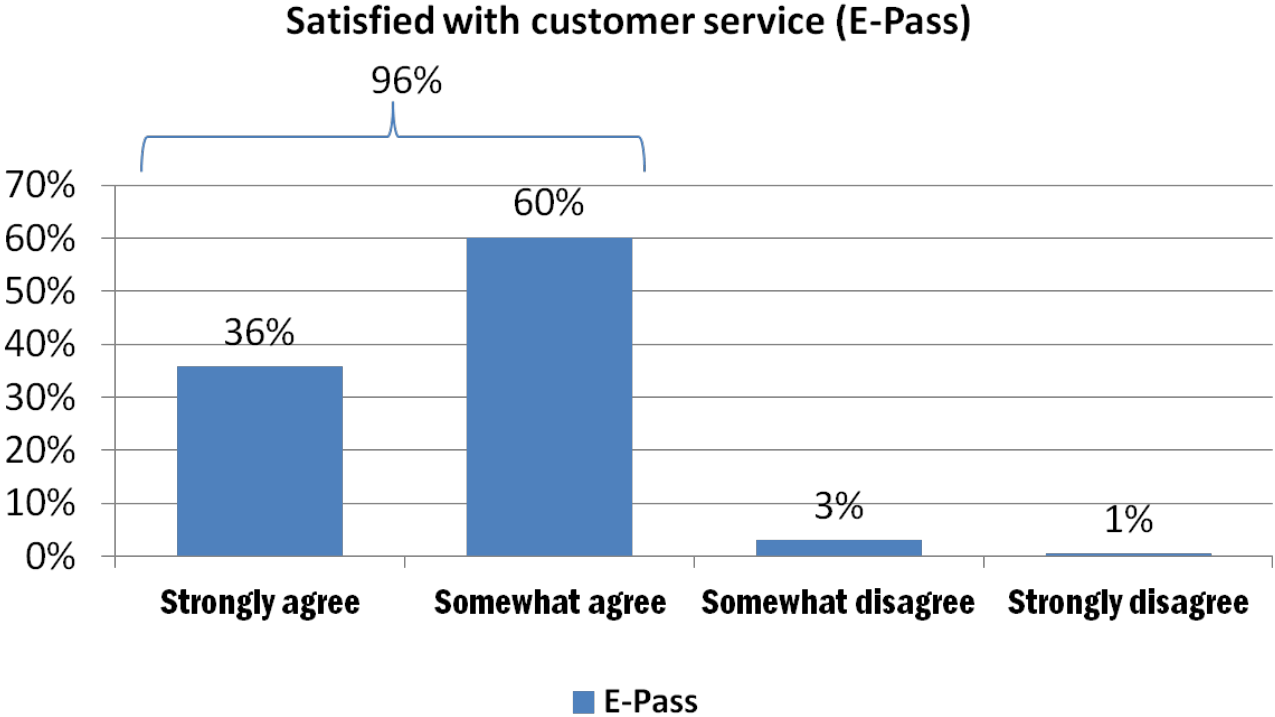
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Satisfaction with customer service rep**

E-Pass Customers

(96%) of E-Pass customers (that had an opinion) agree that when calling the E-Pass service center, the customer service representatives are responsive, friendly and treat them as value customers.



Q31a. How much do you agree or disagree with the following – When calling the E-Pass service center, I feel that the customer service representative is responsive and friendly and treat me as a valued customer?



Central Florida Expressway Authority - 2016 Customer Opinion Survey

**Q31a. When calling the E-PASS service center, I feel that the customer service representatives are responsive and friendly and treat me as a valued customer?**

		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q31a. When calling the E-PASS service center, I feel that the customer service representatives are responsive and friendly and treat me as a valued customer?	Strongly agree	394	35.8%	394	35.8%
	Somewhat agree	663	60.2%	663	60.2%
	Somewhat disagree	38	3.5%	38	3.5%
	Strongly disagree	6	.5%	6	.5%
	Total	1101	100.0%	1101	100.0%
Strongly or somewhat agree		1057	96.0%	1057	96.0%
Strongly or somewhat disagree		44	4.0%	44	4.0%
Total		1101	100.0%	1101	100.0%

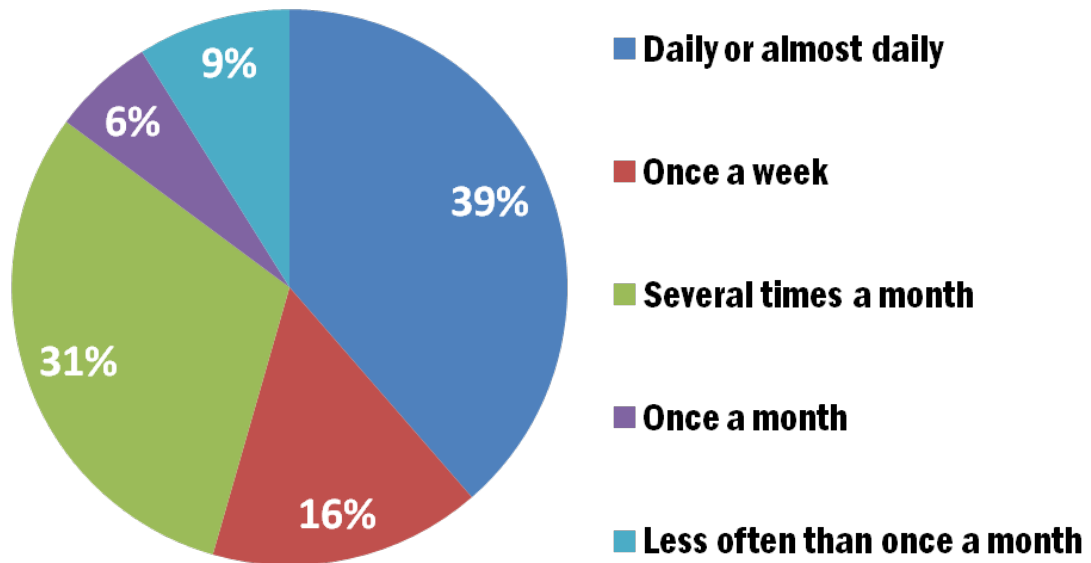
#### 4) Usage Practices

##### Frequency of travel on tolled expressways

###### All customers

(55%) of all customers use the tolled expressways at least once a week, (39%) daily or almost daily and (16%) weekly.

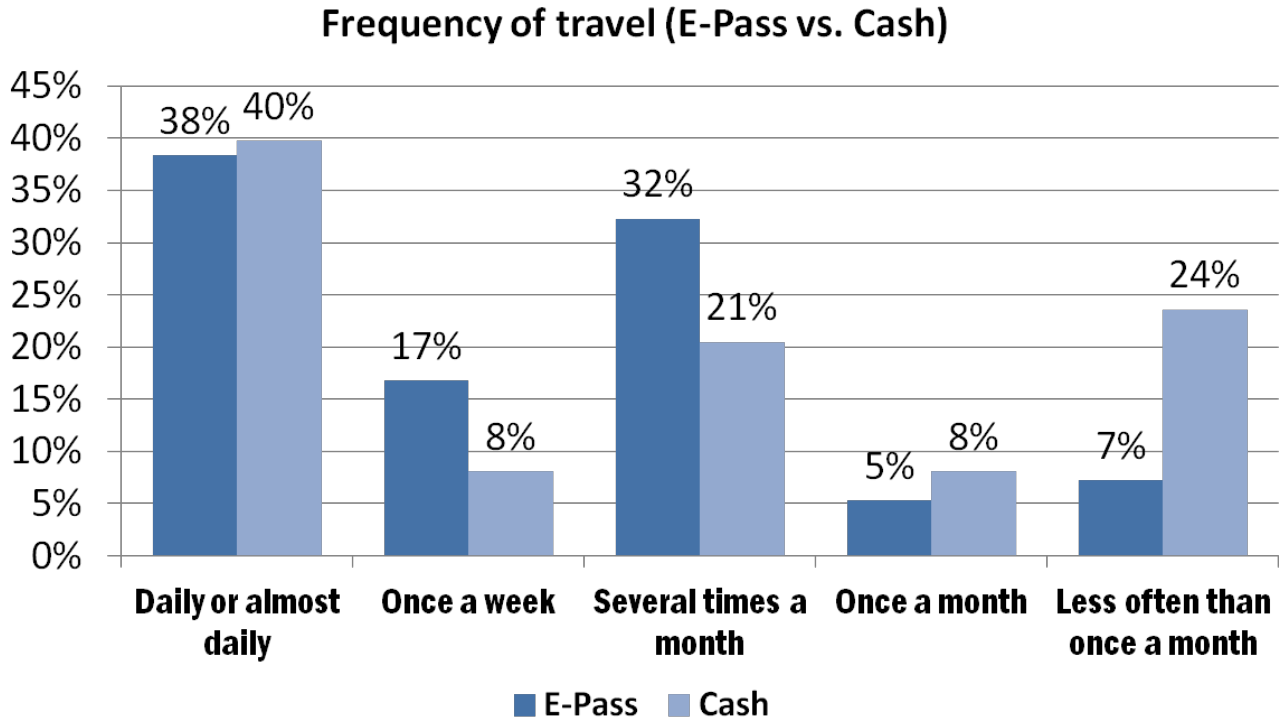
Frequency of travel (Total)



Q10. In the past 6 months, how often have you traveled on the tolled expressways?

### E-Pass vs. Cash Customers

E-Pass customers tend to use the tolled expressways more frequently than Cash customers.



Q10. In the past 6 months, how often have you traveled on the tolled expressways?

**Q10. In the past 6 months, how often have you traveled on the tolled expressways?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q10. In the past 6 months, how often have you traveled on the tolled expressways?	Daily or almost daily	764	38.5%	700	38.4%	64	39.8%
	Once a week	319	16.1%	306	16.8%	13	8.1%
	Several times a month	621	31.3%	588	32.3%	33	20.5%
	Once a month	110	5.5%	97	5.3%	13	8.1%
	Less often than once a month	153	7.7%	115	6.3%	38	23.6%
	Not at all in the last 6 months	16	.8%	16	.9%		
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q10. In the past 6 months, how often have you traveled on the tolled expressways?	Daily or almost daily	.		
	Once a week	.	B	
	Several times a month	.	B	
	Once a month	.		A
	Less often than once a month	.		A
	Not at all in the last 6 months	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

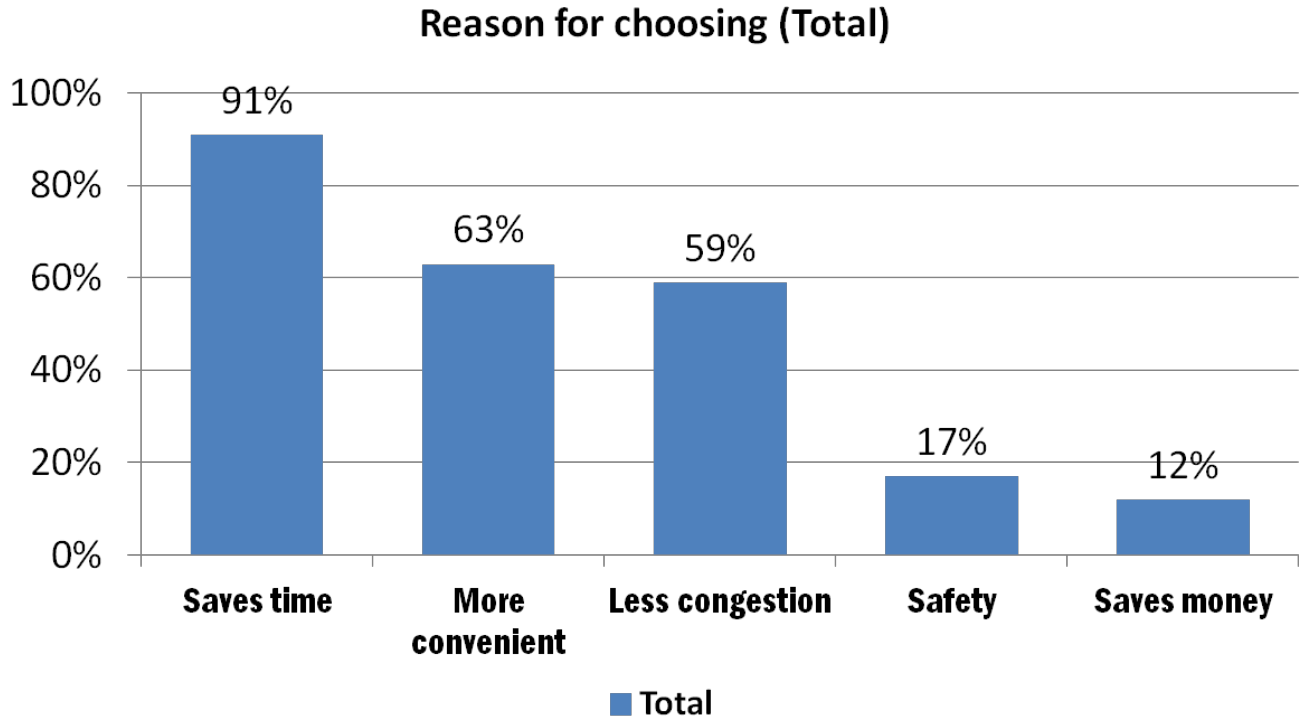
a. This category is not used in comparisons because its column proportion is equal to zero or one.

b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Reasons for choosing tolled expressways

### All customers

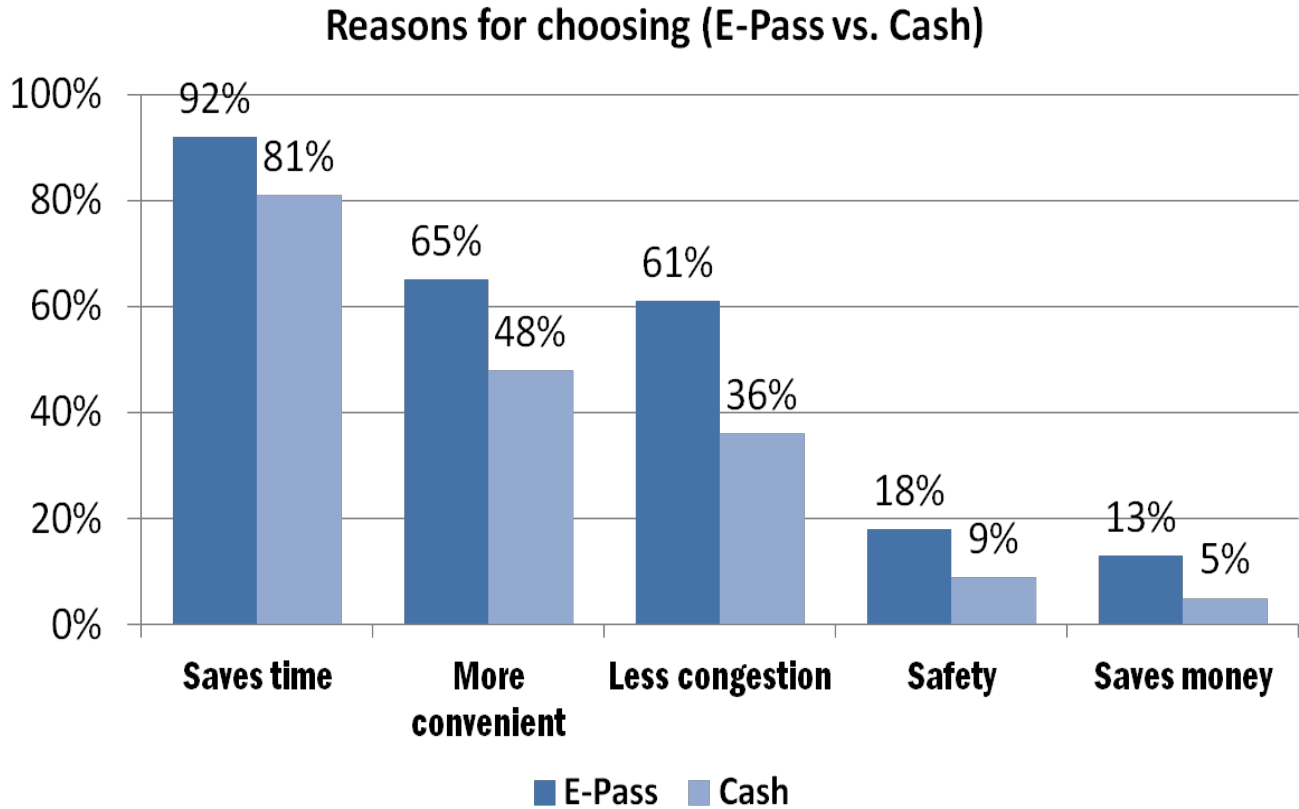
(91%) of all customers choose the tolled expressways because it saves time, (63%) indicated it's more convenient and (59%) said there's less congestion.



Q13. Why do you choose to use the tolled expressways?

### E-Pass vs. Cash Customers

E-Pass customers tend to use the tolled expressways more frequently than Cash customers because it saves time, it is more convenient and there is less congestion.



Q13. Why do you choose to use the tolled expressways?

**Q13. Why do you choose to use the tolled expressways?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q13. Why do you choose to use the tolled expressways?	Total	1983	100.0%	1822	100.0%	161	100.0%
	Saves time	1802	90.9%	1672	91.8%	130	80.7%
	Saves money	235	11.9%	227	12.5%	8	5.0%
	Less congestion	1167	58.9%	1109	60.9%	58	36.0%
	More convenient	1254	63.2%	1177	64.6%	77	47.8%
	Better for the environment	123	6.2%	117	6.4%	6	3.7%
	Safety	345	17.4%	331	18.2%	14	8.7%
	I don't normally use the toll roads	26	1.3%	21	1.2%	5	3.1%
	Other (specify)	29	1.5%	20	1.1%	9	5.6%

NOTE: adds to more than 100% due to multiple responses

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Define MR for Q13	Saves time	.	B	
	Saves money	.	B	
	Less congestion	.	B	
	More convenient	.	B	
	Better for the environment	.		
	Safety	.	B	
	I don't normally use the toll roads	.		A
	Other (specify)	.		A

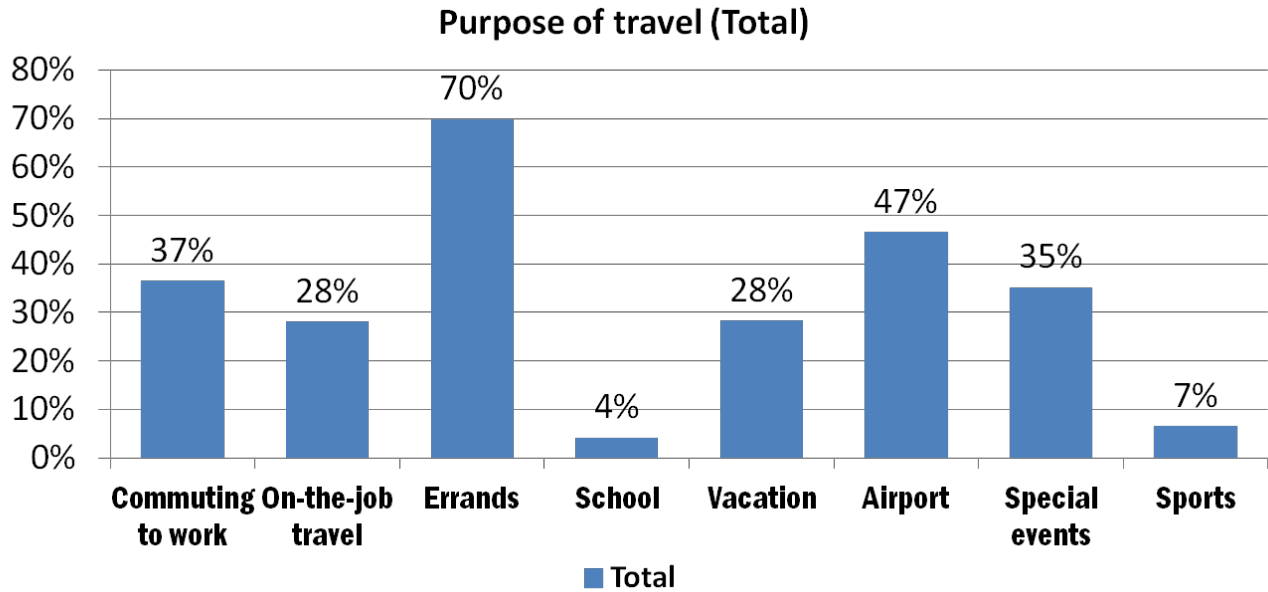
Results are based on two-sided tests with significance level 0.1. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Purposes of travel on tolled expressways

### All customers

(70%) of all customers used the tolled expressways for errands, (47%) Airport, (37%) commuted to work, (35%) special events, (28%) on-the-job travel and (28%) vacation.

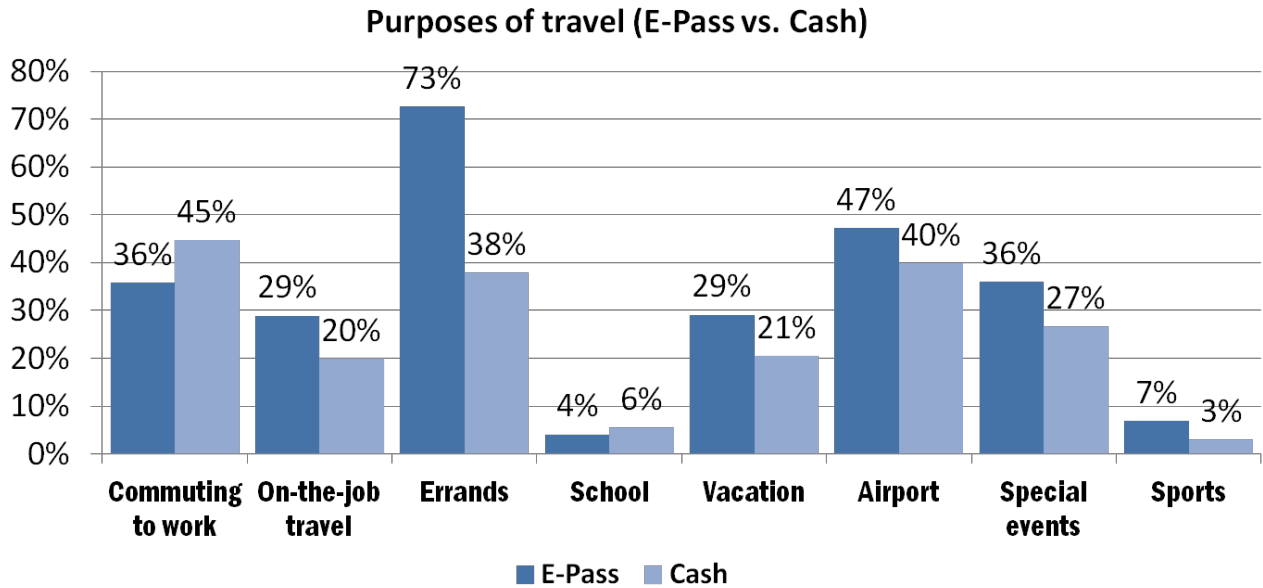


Q12. For what purposes do you use the tolled expressways?



**E-Pass vs. Cash Customers**

E-Pass customers used the tolled expressways more often for errands and to go the airport while Cash customers use them more to commute to work.



Q12. For what purposes do you use the tolled expressways?

**Q12. For what purposes do you use the tolled expressways?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q12. For what purposes do you use the tolled expressways?	Total	1983	100.0%	1822	100.0%	161	100.0%
	Commuting to work	724	36.5%	652	35.8%	72	44.7%
	On-the-job travel	559	28.2%	527	28.9%	32	19.9%
	Errands	1386	69.9%	1325	72.7%	61	37.9%
	School	84	4.2%	75	4.1%	9	5.6%
	Vacation	564	28.4%	531	29.1%	33	20.5%
	Airport	924	46.6%	860	47.2%	64	39.8%
	Special events	698	35.2%	655	35.9%	43	26.7%
	Children's sporting tournaments	130	6.6%	125	6.9%	5	3.1%
	I don't normally use the toll roads	42	2.1%	35	1.9%	7	4.3%

NOTE: adds to more than 100% due to multiple responses

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Define MR for Q12	Commuting to work	.		A
	On-the-job travel	.	B	
	Errands	.	B	
	School	.		
	Vacation	.	B	
	Airport	.	B	
	Special events	.	B	
	Children's sporting tournaments	.	B	
	I don't normally use the toll roads	.		A

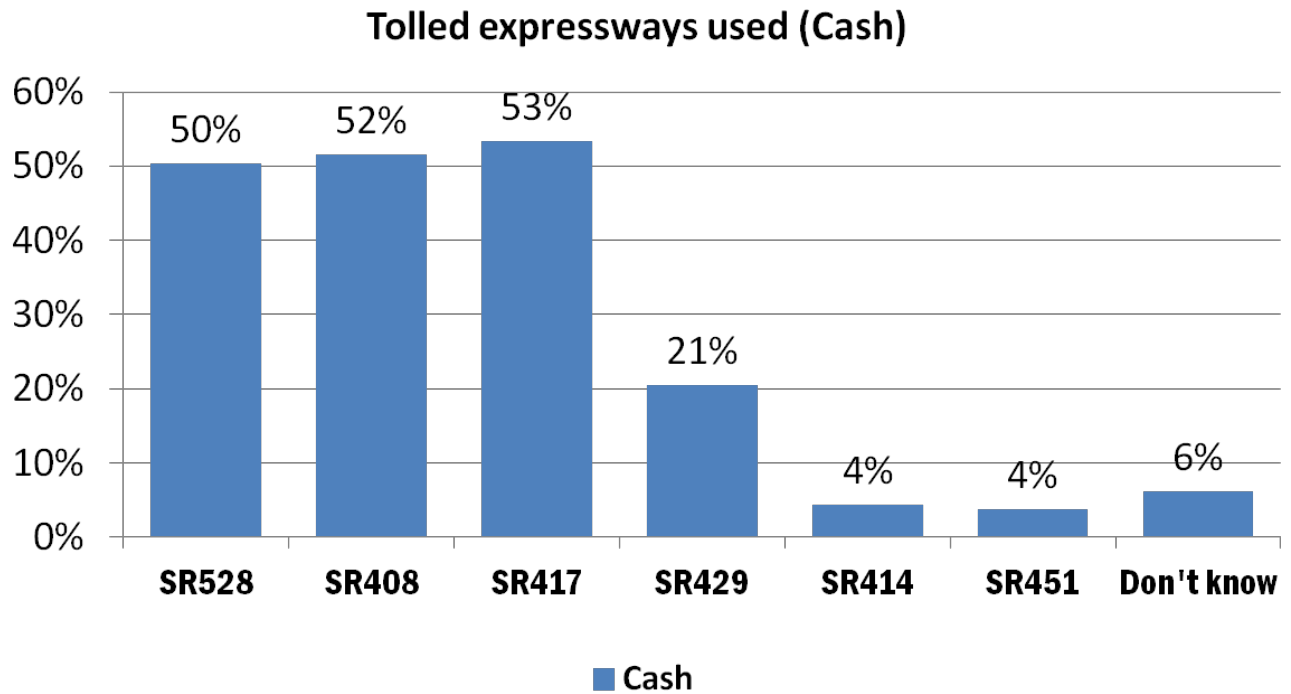
Results are based on two-sided tests with significance level 0.1. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Tolled expressways used

### Cash Customers

Cash customers used the following tolled expressways: (53%) SR417, (52%) SR408, (50%) SR528 and (21%) SR429.



Q1 a. Which tolled expressways do you use most often?

**Q1a. Which tolled expressways do you use most often?**

**(Cash Only)**

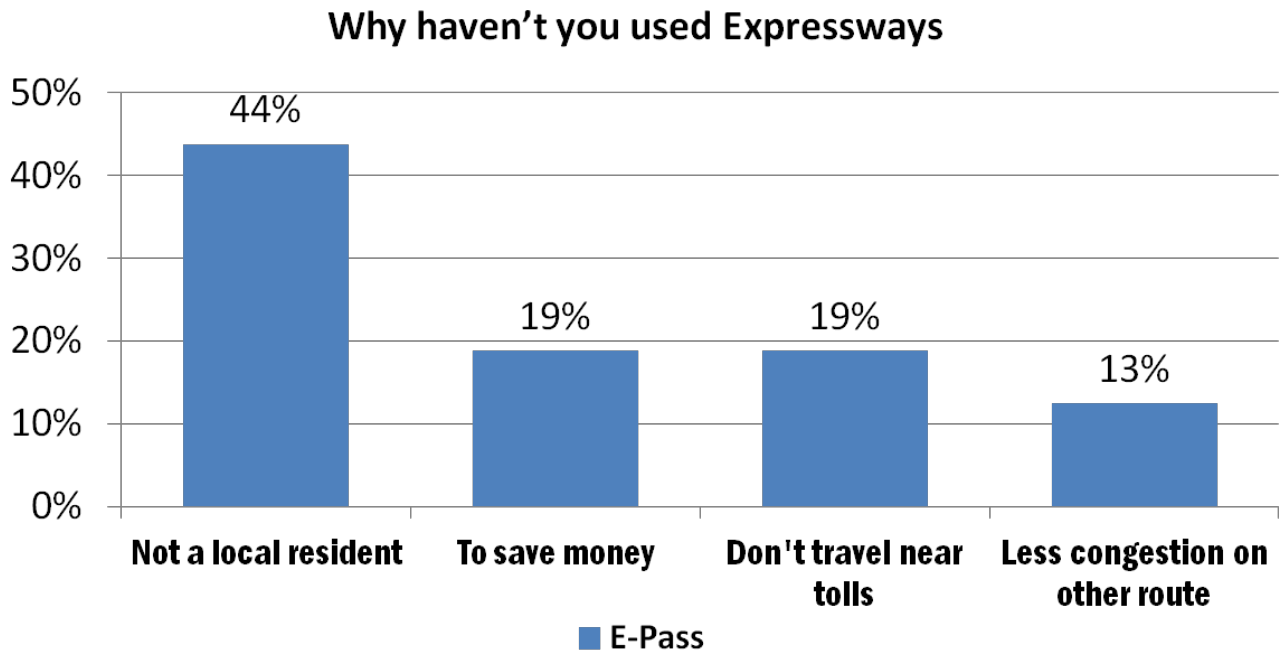
		Total		Survey Type	
		Total		Cash	
		Count	PCT	Count	PCT
Q1a. Which tolled expressways	Total	161	100.0%	161	100.0%
do you use most often?	SR 528	81	50.3%	81	50.3%
	SR 408	83	51.6%	83	51.6%
	SR 417	86	53.4%	86	53.4%
	SR 429	33	20.5%	33	20.5%
	SR 414	7	4.3%	7	4.3%
	SR 451	6	3.7%	6	3.7%
	Don't know	10	6.2%	10	6.2%
	No answer provided	11	6.8%	11	6.8%

NOTE: adds to more than 100% due to multiple responses

## Reasons for avoiding tolled expressways

### E-Pass Customers

Among E-Pass customers that did not use the tolled expressways within the last 6 months, (44%) are not local residents, (19%) wanted to save money, (19%) didn't travel near a tolled expressway and (13%) there was less congestion on other route.



Q11. Why haven't you used a tolled expressway when it's the most direct route?

**Q11. Why haven't you used a tolled expressway when it's the most direct route?**

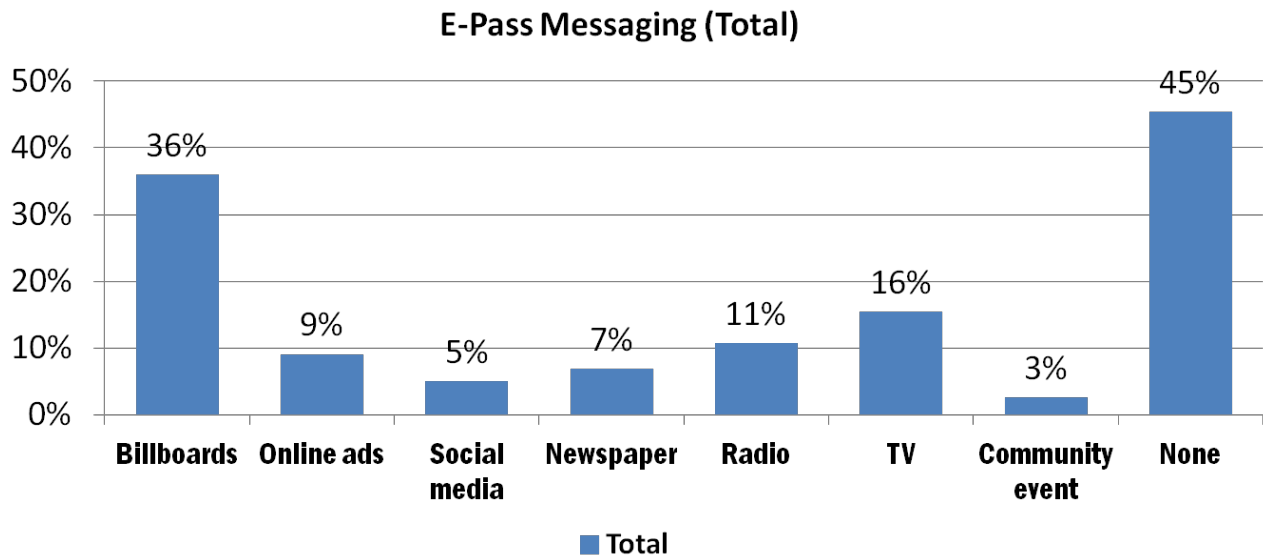
		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q11. Why haven't you used a tolled expressway when it's the most direct route?	Total	16	100.0%	16	100.0%
	To save money	3	18.8%	3	18.8%
	Less congestion on another route	2	12.5%	2	12.5%
	Toll booths slow me down				
	I always choose the toll road	1	6.3%	1	6.3%
	Not a local resident	7	43.8%	7	43.8%
	Our travels don't go near toll roads	3	18.8%	3	18.8%
	Other (specify)	1	6.3%	1	6.3%

NOTE: adds to more than 100% due to multiple responses

## Seen or heard E-Pass messaging

### All Customers

(36%) of all customer saw or heard E-Pass messaging on Billboards, (16%) on television and (11%) on the radio. (45%) had not seen or heard any E-Pass messaging mentioned.



Q26. Have you seen or heard E-Pass messaging on any of the following?



**Q26. Have you seen or heard E-PASS messaging on any of the following?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q26. Have you seen or heard E-PASS messaging on any of the following?	Total	1983	100.0%	1822	100.0%	161	100.0%
	Billboards	713	36.0%	637	35.0%	76	47.2%
	Online ads	180	9.1%	164	9.0%	16	9.9%
	Social media	99	5.0%	86	4.7%	13	8.1%
	Magazine	23	1.2%	21	1.2%	2	1.2%
	Newspaper	136	6.9%	129	7.1%	7	4.3%
	Radio	215	10.8%	199	10.9%	16	9.9%
	TV	307	15.5%	291	16.0%	16	9.9%
	Community event	52	2.6%	47	2.6%	5	3.1%
	None of the above	900	45.4%	849	46.6%	51	31.7%
	Other (Specify)	22	1.1%	11	.6%	11	6.8%

NOTE: adds to more than 100% due to multiple responses

**Comparisons of Column Proportions<sup>a</sup>**

		Survey Type		
		Total	E-Pass	Cash
		(A)	(A)	(B)
Define MR for q26	Billboards	.		A
	Online ads	.		
	Social media	.		A
	Magazine	.		
	Newspaper	.		
	Radio	.		
	TV	.	B	
	Community event	.		
	None of the above	.	B	
	Other (Specify)	.		A

Results are based on two-sided tests with significance level 0.1. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Q26. Have you seen or heard E-PASS messaging on any of the following? Other (specify) [CODED]**

**(E-Pass Only)**

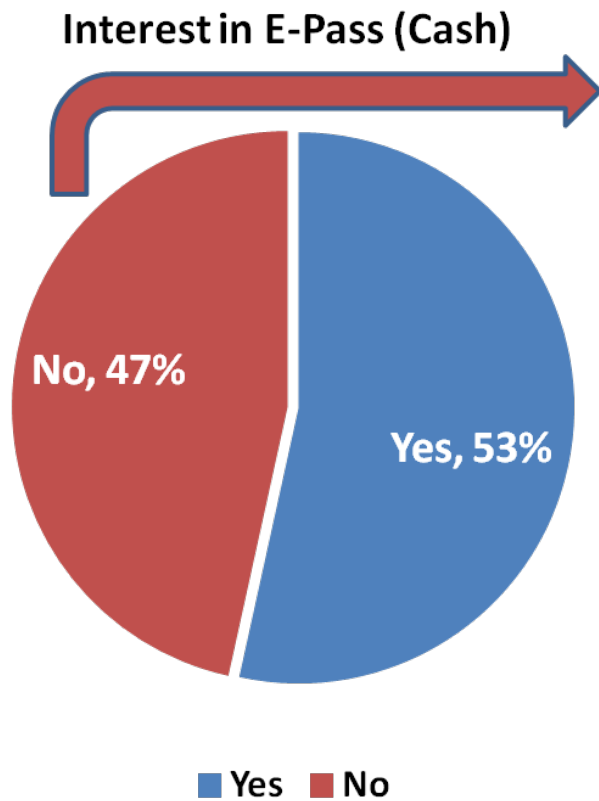
		Survey Type					
		Total		E-Pass		Cash	
		Cases	PCT	Cases	PCT	Cases	PCT
Total	Total	22	100.0%	11	100.0%	11	100.0%
Q26. Have you seen or	Email	8	38.1%	7	63.6%	1	10.0%
heard E-PASS messaging	Toll booth	5	23.8%			5	50.0%
on any of the following?	don't know/can't	4	19.0%	2	18.2%	2	20.0%
Other (specify) (coded).	remember						
	Grocery store	2	9.5%	2	18.2%		
	Friends/family	2	9.5%			2	20.0%

## Interest in obtaining an E-Pass

### Cash Customers

(53%) of Cash customers were interested in opening a free E-Pass account.

The main reasons for not opening a free E-Pass account were (36%) don't use the tolls very often, (22%) find it's easier to pay with cash and (14%) want a receipt.



Main reasons why not?	%
Don't use the tolls very often	36
It's easier to pay with cash	22
Want a receipt	14
It's not convenient	7
Don't want record of their travels	7

Q9a. Are you interested in opening a free E-Pass account?

Q9b. If No, why not?

**Q9a. Are you interested in opening a free E-PASS account? (Cash Only)**

		Total		Survey Type	
		Total		Cash	
		Count	PCT	Count	PCT
Q9a. Are you interested in opening a free E-PASS account?	Yes	86	53.4%	86	53.4%
	No	73	45.3%	73	45.3%
	No answer provided	2	1.2%	2	1.2%
Total		161	100.0%	161	100.0%

**Q9b. Why are you not interested in opening a free E-PASS account? (Cash Only)**

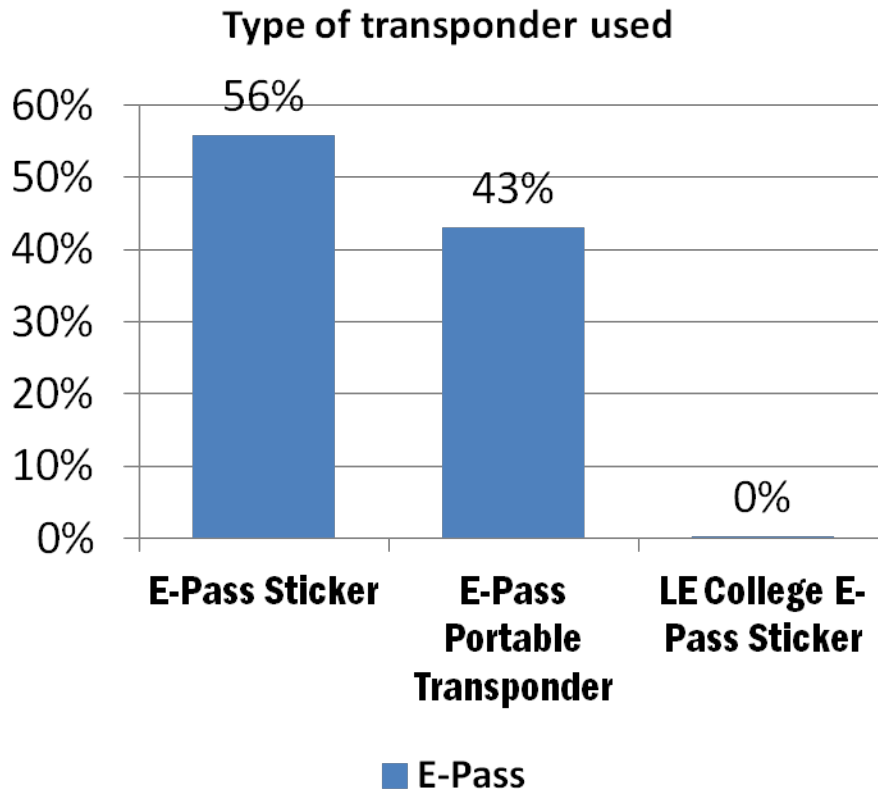
		Total		Survey Type	
		Total		Cash	
		Count	PCT	Count	PCT
9b. If no, why not?	Total	73	100.0%	73	100.0%
	It's easier to pay with cash	16	21.9%	16	21.9%
	I don't use the toll roads very often	26	35.6%	26	35.6%
	It's not convenient to get an E-PASS	5	6.8%	5	6.8%
	I don't know how to get an E-PASS	3	4.1%	3	4.1%
	I want to have a receipt	10	13.7%	10	13.7%
	I don't want a record of my travels	5	6.8%	5	6.8%
	Other (specify)	12	16.4%	12	16.4%
	No answer provided				

NOTE: adds to more than 100% due to multiple responses

## Type of Transponder

### E-Pass Customers

(56%) of E-Pass customers use an E-Pass Sticker and (43%) an E-Pass Portable Transponder.



Q1. What type of transponder do you have in the vehicle you drive most often?

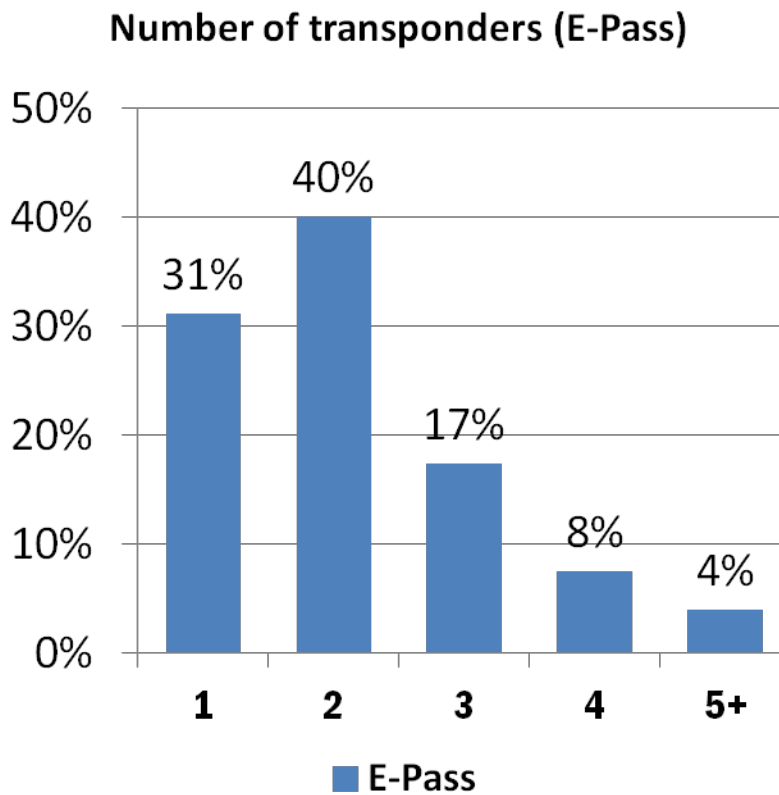
**Q1. What type of transponder do you have in the vehicle you drive most often? (E-Pass Only)**

		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q1. What type of transponder do you have in the vehicle you drive most often?	E-Pass Sticker	1019	55.9%	1019	55.9%
	Limited Edition College E-Pass Sticker	4	.2%	4	.2%
	E-Pass Portable Transponder	785	43.1%	785	43.1%
	Don't know	14	.8%	14	.8%
Total		1822	100.0%	1822	100.0%

## Number of Transponders

### E-Pass Customers

Most E-Pass customers have 1 or 2 transponders associated with their account. The average number of transponders per account is (2.1).



Q4. How many transponders do you have associated with your account?

**Q4. How many transponders do you have associated with your account?**

**(E-Pass Only)**

		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q4. How many transponders do you have associated with your account?	1	566	31.1%	566	31.1%
	2	730	40.1%	730	40.1%
	3	317	17.4%	317	17.4%
	4	137	7.5%	137	7.5%
	5+	72	4.0%	72	4.0%
Total		1822	100.0%	1822	100.0%

**Q4. How many transponders do you have associated with your account?**

**(E-Pass Only)**

**[AVERAGE]**

		Total	Survey Type
		Total	E-Pass
Q4. How many transponders do you have associated with your account?	[AVERAGE]	2.13	2.13

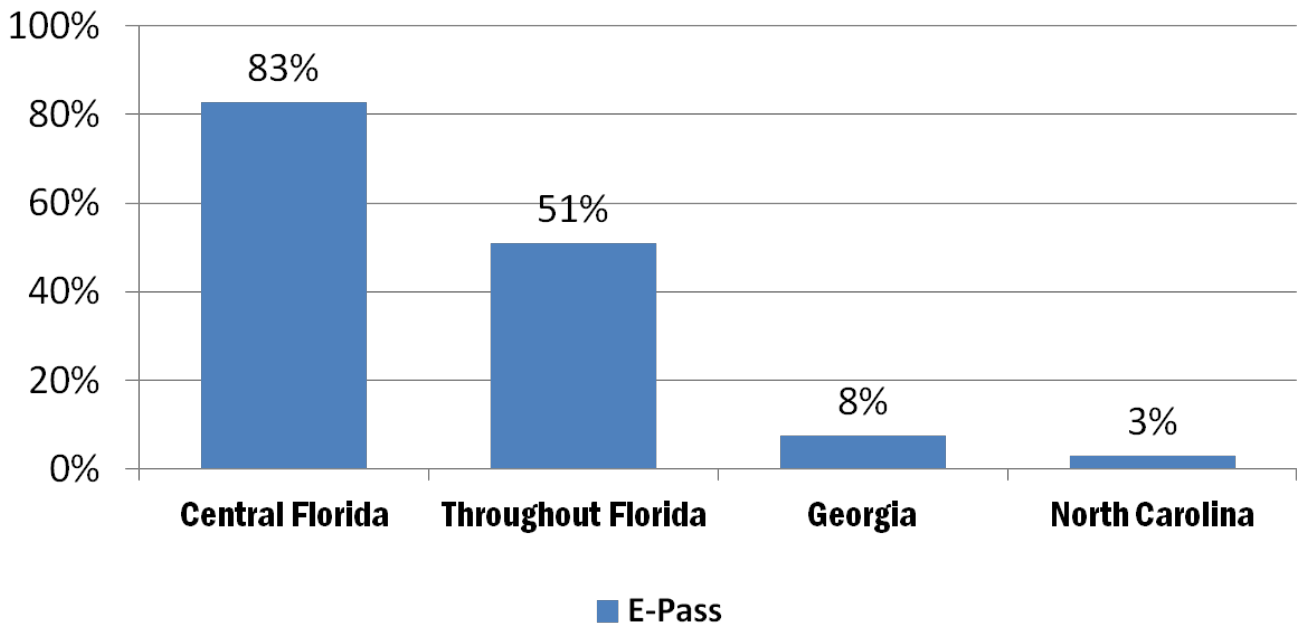


## Locations where E-Pass has been used

### E-Pass Customers

(83%) of all E-Pass customers have used E-Pass in Central Florida, (51%) throughout Florida, (8%) in Georgia and (3) in North Carolina.

### Where E-Pass has been used



Q14. In the past 6 months, where have you used your E-Pass?

**Q14. In the past 6 months, where have you used your E-PASS? (E-Pass Only)**

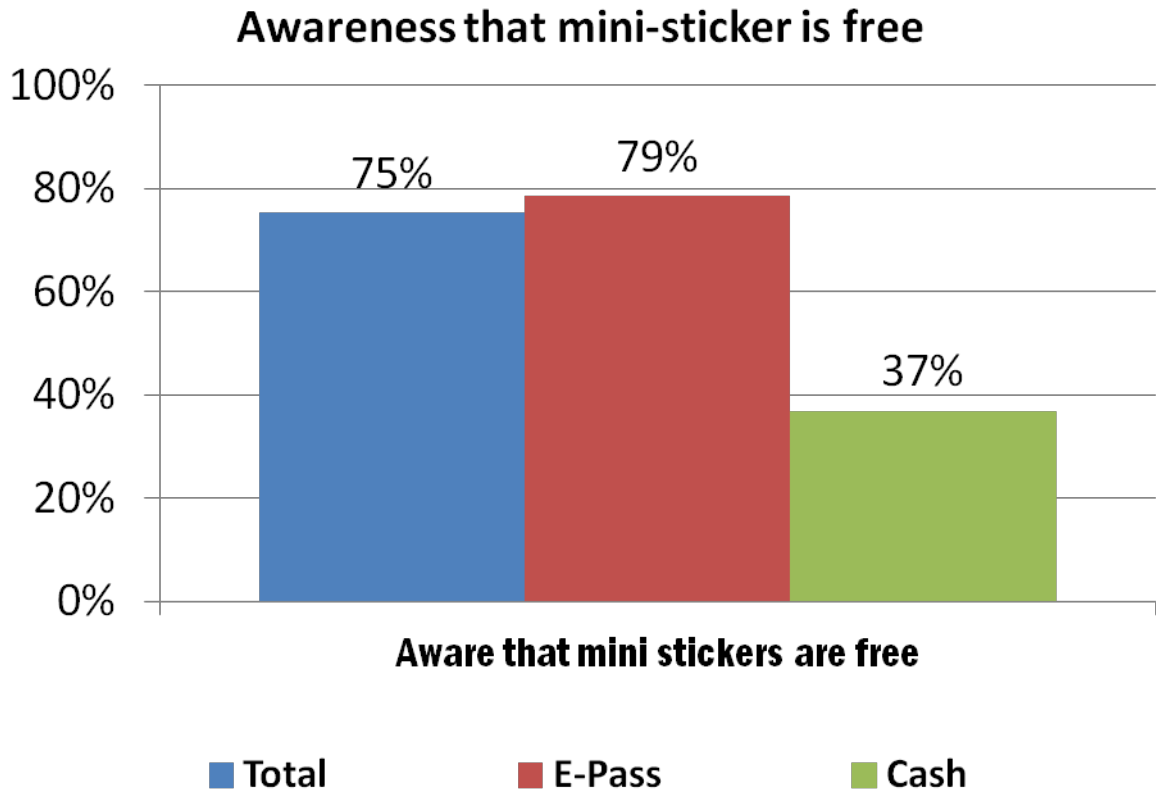
		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q14. In the past 6 months, where have you used your E-PASS?	Total	1822	100.0%	1822	100.0%
	Central Florida	1509	82.8%	1509	82.8%
	Throughout Florida	929	51.0%	929	51.0%
	Georgia	136	7.5%	136	7.5%
	North Carolina	53	2.9%	53	2.9%
	Other (specify)				

NOTE: adds to more than 100% due to multiple responses

## Awareness of mini-sticker

(75%) of all customers were aware that the E-Pass mini sticker was free.

(79%) of E-Pass customers were aware that mini-sticker is free as compared to (37%) awareness from Cash customers.



Q3. Did you know the E-Pass Mini sticker transponder is free?

**Q3. Did you know the E-PASS Mini sticker transponder is free?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q3. Did you know the E-PASS Mini sticker transponder is free?	Yes	1490	75.2%	1431	78.5%	59	36.9%
	No	491	24.8%	391	21.5%	100	62.5%
	No answer provided	1	.1%			1	.6%
Total		1982	100.0%	1822	100.0%	160	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q3. Did you know the E-PASS Mini sticker transponder is free?	Yes	.	B	
	No	.		A
	No answer provided	.		. <sup>a</sup>

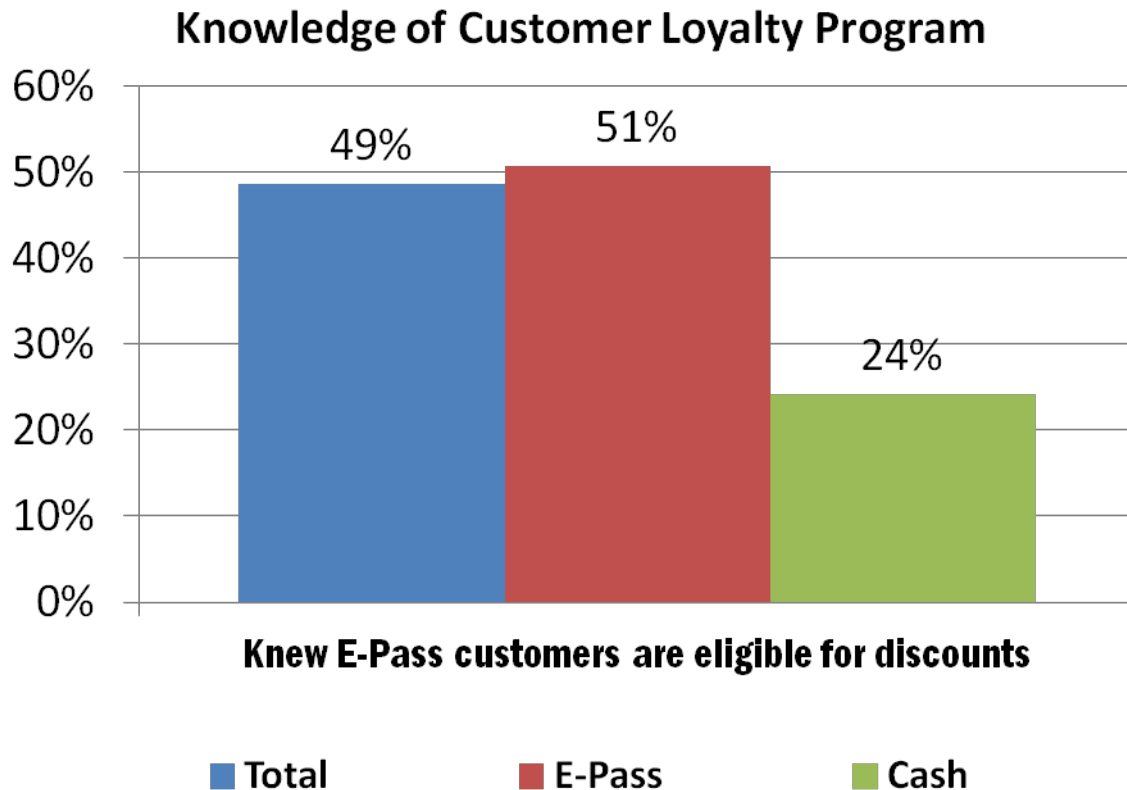
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Knowledge of the Customer Loyalty Program

(49%) of all customers knew about discount eligibility through the Customer Loyalty Program.

(51%) of E-Pass customers were aware of eligibility of discounts compared to (24%) from Cash customers.



Q7. Did you know E-Pass customers are eligible to receive discounts up to 20% through the customer loyalty program?

**Q7. Did you know E-PASS customers are eligible to receive discounts up to 20% through the customer loyalty program?**

	Total		Survey Type			
	Total		E-Pass		Cash	
	Count	PCT	Count	PCT	Count	PCT
Q7. Did you know E-PASS customers are eligible to receive discounts up to 20% through the customer loyalty program?	963	48.6%	924	50.7%	39	24.2%
Yes						
No	1018	51.3%	898	49.3%	120	74.5%
No answer provided	2	.1%			2	1.2%
Total	1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

	Total	Survey Type	
	Total	E-Pass	Cash
	(A)	(A)	(B)
Q7. Did you know E-PASS customers are eligible to receive discounts up to 20% through the customer loyalty program?	.	B	
Yes			
No	.		A
No answer provided	.	.a	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

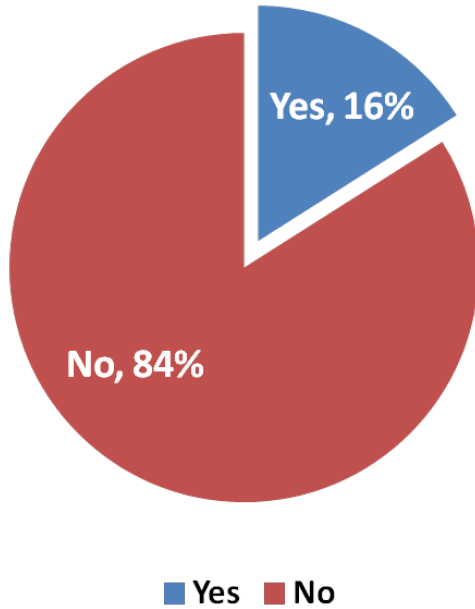
- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Familiarity with the Collegiate transponders

### E-Pass Customers

(16%) of all E-Pass customers were familiar with the Collegiate E-Pass transponders.

Familiar with Collegiate (Total)



Q2. Are you familiar with the Collegiate “NolePass,” “GatorPass” and “KnightPass” E-Pass transponder?

**Q2. Are you familiar with the Collegiate (NolePass, GatorPass and KnightPass) E-PASS transponders? (E-Pass Only)**

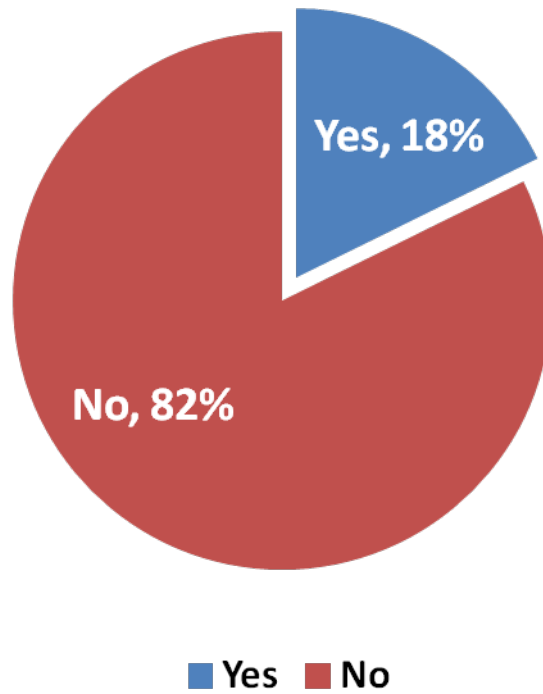
		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q2. Are you familiar with the	Yes	292	16.0%	292	16.0%
Collegiate E-PASS	No	1530	84.0%	1530	84.0%
transponders?					
Total		1822	100.0%	1822	100.0%



### Familiarity with the CFX Reload Lane

(18%) of all customers were familiar with the CFX Reload Lane at the SR408 Conway Plaza.

#### Familiar with CFX Reload Lane (Total)



Q8. Are you familiar with the CFX Reload Lane at the SR408 Conway Plaza?

**Q8. Are you familiar with the CFX Reload lane at the SR408 Conway Plaza?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q8. Are you familiar with the CFX Reload lane at the SR408 Conway Plaza?	Yes	350	17.7%	311	17.1%	39	24.2%
	No	1632	82.3%	1511	82.9%	121	75.2%
	No answer provided	1	.1%			1	.6%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

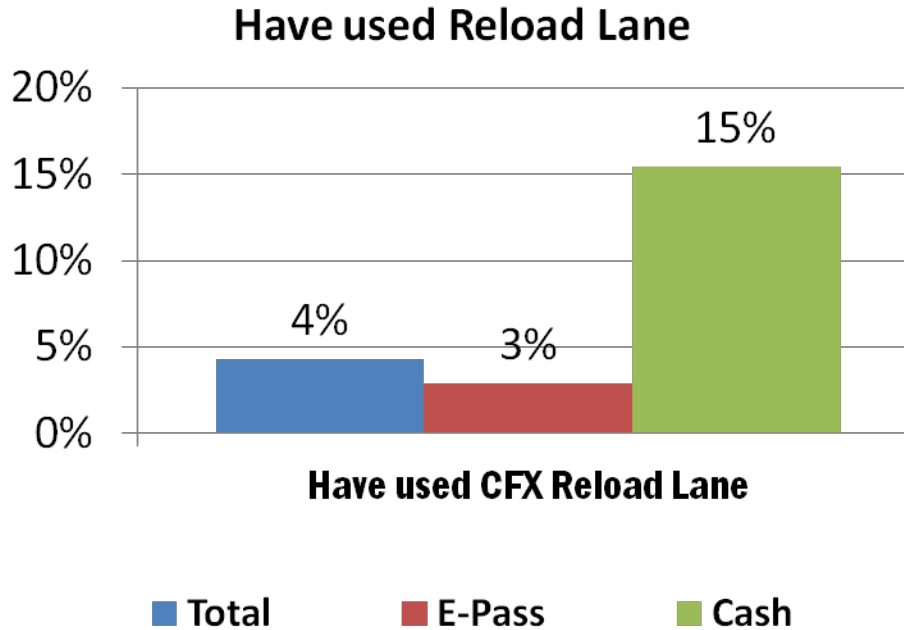
		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q8. Are you familiar with the CFX Reload lane at the SR408 Conway Plaza?	Yes	.		A
	No	.	B	
	No answer provided	.	.	<sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Use of CFX Reload Lane

Of those customers were familiar with the CFX Reload Lane at the SR408 Conway Plaza, (15%) of Cash customers have used the Reload Lane.



Q9. Have you used the Reload Lane?

**Q9. Have you used the Reload lane?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q9. Have you used the Reload lane?	Yes	15	4.3%	9	2.9%	6	15.4%
	No	335	95.7%	302	97.1%	33	84.6%
Total		350	100.0%	311	100.0%	39	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

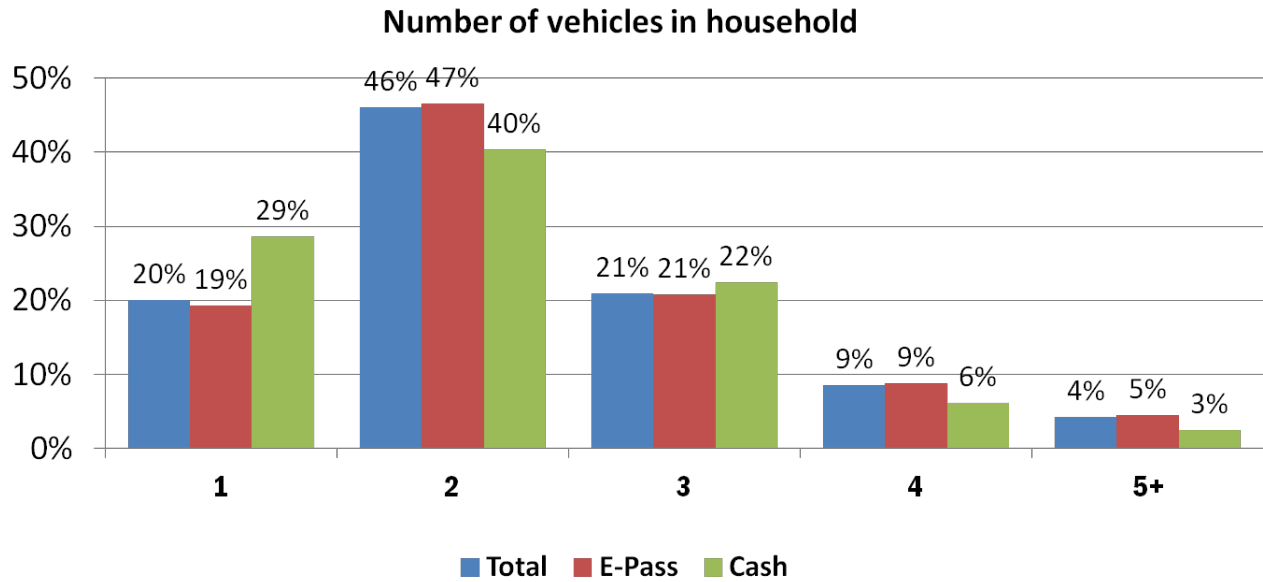
		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q9. Have you used the Reload lane?	Yes	.		A
	No	.	B	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Number of vehicles in household

(20%) of Expressway customers have 1 vehicle, (46%) have 2 vehicles and (34%) have 3+ vehicles. The average number of vehicles in household is (2.3).



Q5. How many cars do you have in your household?

**Q5. How many cars do you have in your household?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q5. How many cars do you have in your household?	1	397	20.0%	351	19.3%	46	28.6%
	2	914	46.1%	849	46.6%	65	40.4%
	3	415	20.9%	379	20.8%	36	22.4%
	4	171	8.6%	161	8.8%	10	6.2%
	5+	86	4.3%	82	4.5%	4	2.5%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Q5. How many cars do you have in your household?**

[AVERAGE]

	Total	Survey Type	
	Total	E-Pass	Cash
Q5. How many cars do you have in your household? [AVERAGE]	2.31	2.33	2.14

**Comparisons of Column Proportions<sup>a</sup>**

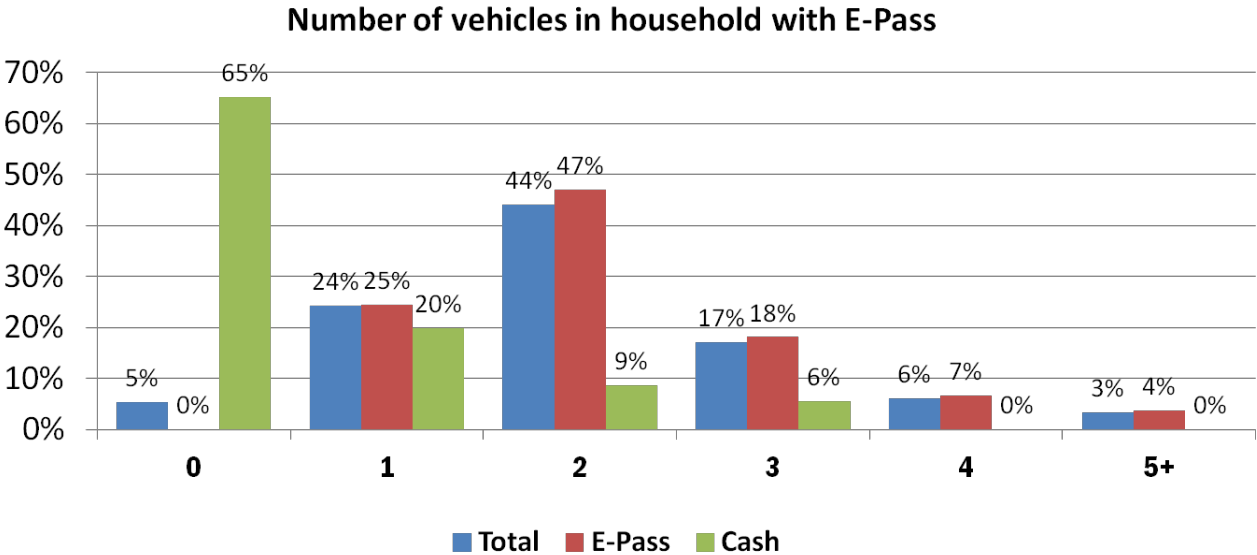
		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q5. How many cars do you have in your household?	1	.		A
	2	.	B	
	3	.		
	4	.	B	
	5+	.	B	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

### Number of vehicles in household with E-Pass

E-Pass customers have E-Pass on 1 vehicle (24%), 2 vehicles (44%) and 3+ vehicles (26%). A majority of Cash customers (65%) do not have E-Pass on any vehicle in the household. The average number of vehicles in household with E-Pass is (3.1).



Q6. How many cars in your household have E-Pass?

**Q6. How many cars in your household have E-PASS?**

	Total		Survey Type				
	Total		E-Pass		Cash		
	Count	PCT	Count	PCT	Count	PCT	
Q6. How many cars in your household have E-PASS?	0	105	5.3%			105	65.2%
	1	479	24.2%	447	24.5%	32	19.9%
	2	872	44.0%	858	47.1%	14	8.7%
	3	339	17.1%	330	18.1%	9	5.6%
	4	121	6.1%	121	6.6%		
	5+	66	3.3%	66	3.6%		
	No answer provided	1	.1%			1	.6%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Q6. How many cars in your household have E-PASS? [AVERAGE]**

	Total	Survey Type	
	Total	E-Pass	Cash
Q6. How many cars in your household have E-PASS? [AVERAGE]	3.09	3.18	2.15

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q6. How many cars in your household have E-PASS?	0	.	. <sup>a</sup>	
	1	.	B	
	2	.	B	
	3	.	B	
	4	.		. <sup>a</sup>
	5+	.		. <sup>a</sup>
	No answer provided	.	. <sup>a</sup>	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. This category is not used in comparisons because its column proportion is equal to zero or one.

b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.



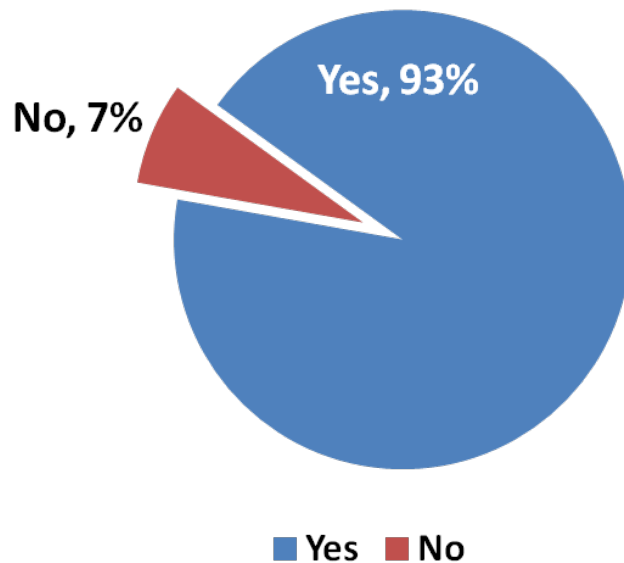
## 5) Account Issues

### E-Pass Account Updates

#### E-Pass Customers

(93%) of E-Pass customers have updated their accounts before. The reasons for updating their accounts include (77%) went online, (33%) called customer service and (30%) visited an E-Pass walk-in center.

#### Have updated account before (E-Pass)



#### Q15. Have you ever updated your account?

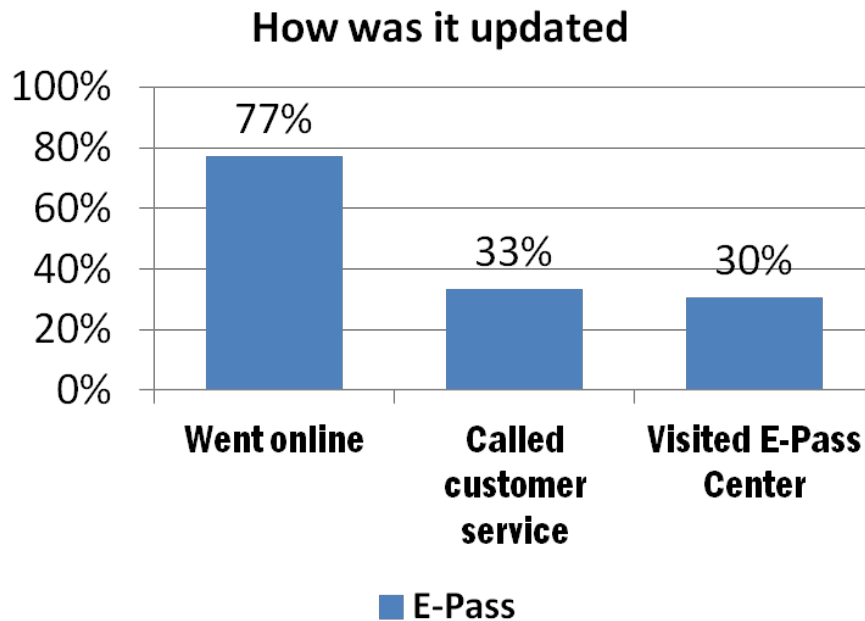
Q15. Have you ever updated your account information online, by phone or at a walk-in customer service center? (E-Pass Survey Only)

	Total		Survey Type		
	Total		E-Pass		
	Count	PCT	Count	PCT	
Q15. Have you ever updated your account information online, by phone or at a walk-in customer service center?	Yes	1690	92.8%	1690	92.8%
	No	132	7.2%	132	7.2%
	Total	1822	100.0%	1822	100.0%

## How E-Pass Account was Updated

### E-Pass Customers

(93%) of E-Pass customers have updated their accounts before. The ways E-Pass customers updated their accounts includes (77%) went online, (33%) called customer service and (30%) visited an E-Pass walk-in center.



Q16. How have you updated this information?

Q16. How have you updated this information? (E-Pass Survey Only)

	Total		Survey Type		
	Total		E-Pass		
	Count	PCT	Count	PCT	
Q16. How have you updated this information?	Total	1690	100.0%	1690	100.0%
	Called an E-PASS Customer Service Representative	565	33.4%	565	33.4%
	Went Online	1307	77.3%	1307	77.3%
	Visited an E-PASS walk in customer service center	513	30.4%	513	30.4%

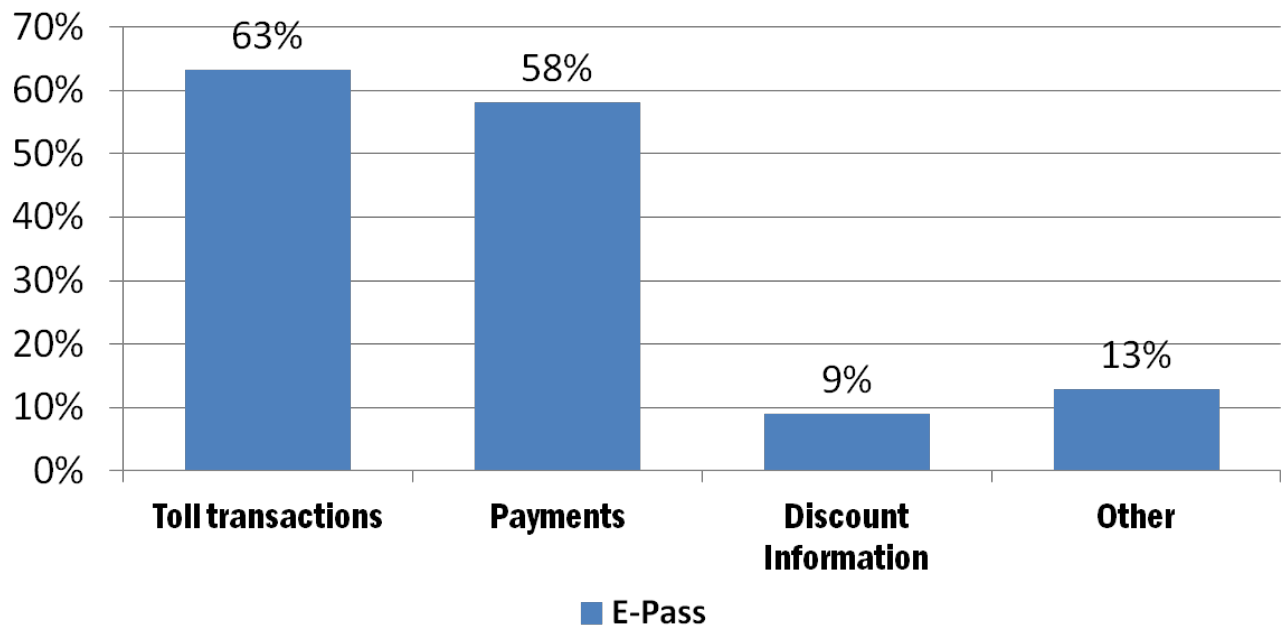
NOTE: adds to more than 100% due to multiple responses

## Type of information being looked for

### E-Pass Customers

(93%) of E-Pass customers have updated their accounts before. The types of information being looked for includes (63%) were looking for toll transactions when accessing their account, (58%) made payments and (9%) were looking for discount information.

### Type of account info customers are looking for (E-Pass)



Q17. What kind of information are you looking for when accessing your account?

**Q17. What kind of information are you looking for when accessing your account?**

**(E-Pass Only)**

		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q17. What kind of information are you looking for when accessing your account?	Total	1822	100.0%	1822	100.0%
	Toll transactions	1152	63.2%	1152	63.2%
	Credit/debit card payment	1058	58.1%	1058	58.1%
	Discount information	163	8.9%	163	8.9%
	Other (specify)	235	12.9%	235	12.9%

NOTE: adds to more than 100% due to multiple responses

**Q17. What kind of information are you looking for when accessing your account? Other (specify) [CODED]**

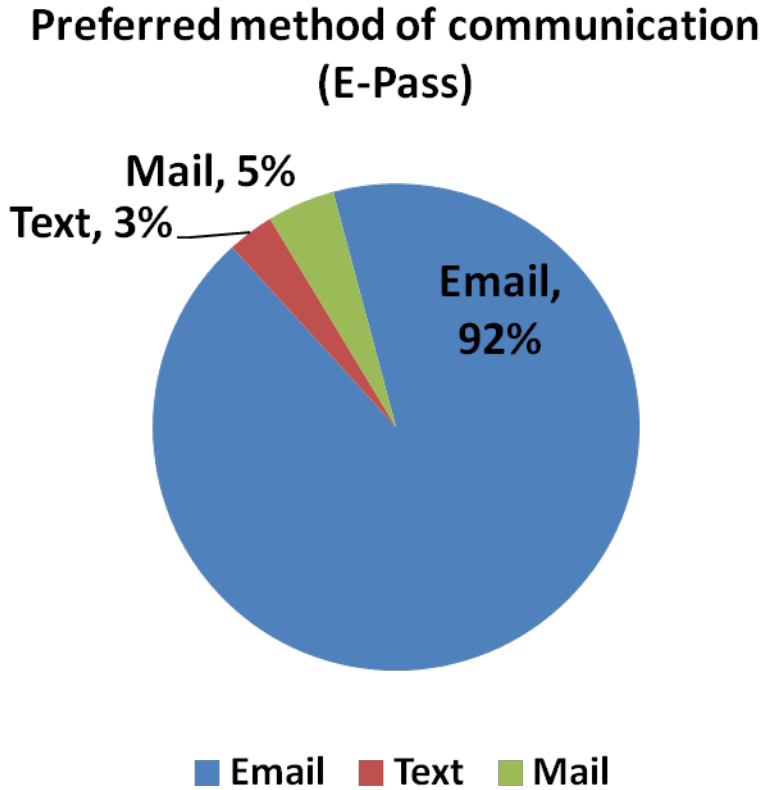
**(Cash Only)**

		Total		Survey Type	
		Total		E-Pass	
		Cases	PCT	Cases	PCT
Total	Total	235	100.0%	235	100.0%
Q17. What kind of information are you looking for when accessing your account? Other (specify) (coded)	Update Vehicle Info	108	46.0%	108	46.0%
	Update Account/Address/Password	39	16.6%	39	16.6%
	Update Transponder	38	16.2%	38	16.2%
	Update Credit Card/Bank Info	28	11.9%	28	11.9%
	99	15	6.4%	15	6.4%
	Balance	7	3.0%	7	3.0%
	Refund/Dispute toll charges	6	2.6%	6	2.6%
	Receipt/Statement	4	1.7%	4	1.7%
	Toll rates	3	1.3%	3	1.3%
	Tax purposes	1	.4%	1	.4%
	Not Specified	1	.4%	1	.4%

**Preferred method of communication**

E-Pass Customers

(92%) of all E-Pass customers prefer email as the method of communication regarding their account.



Q18. What is your preferred method of communication about your E-Pass account?

**Q18. What is your preferred method of communication about your E-PASS account? (E-Pass Survey Only)**

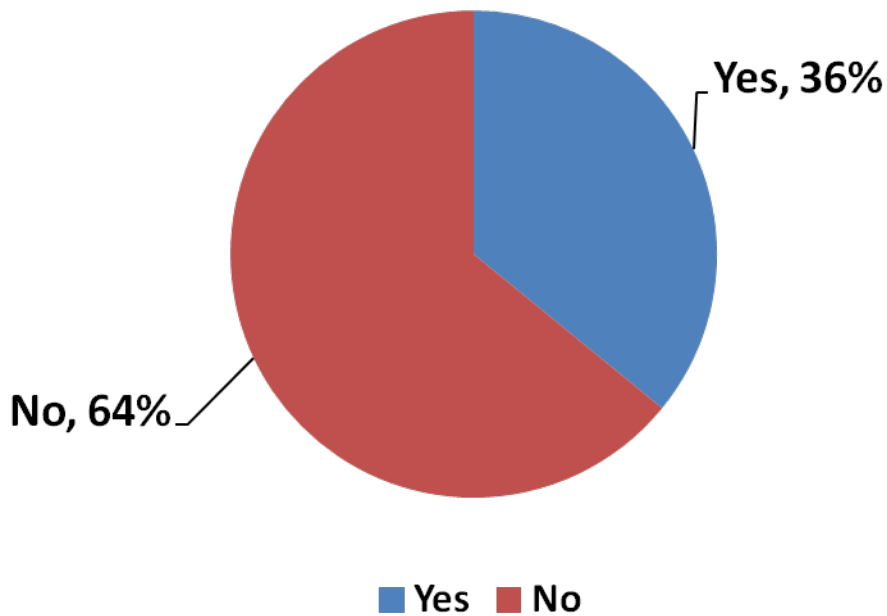
		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q18. What is your preferred method of communication about your E-PASS account?	Email	1683	92.4%	1683	92.4%
	Text	57	3.1%	57	3.1%
	Mail	82	4.5%	82	4.5%
Total		1822	100.0%	1822	100.0%

**Preferred to receive text message communication**

E-Pass Customers

1 in 3 E-Pass customers (36%) would want to receive text messages if available.

**Would want text messages if available  
(E-Pass)**



Q19. Would you want to receive text message communication regarding your account if it were available?

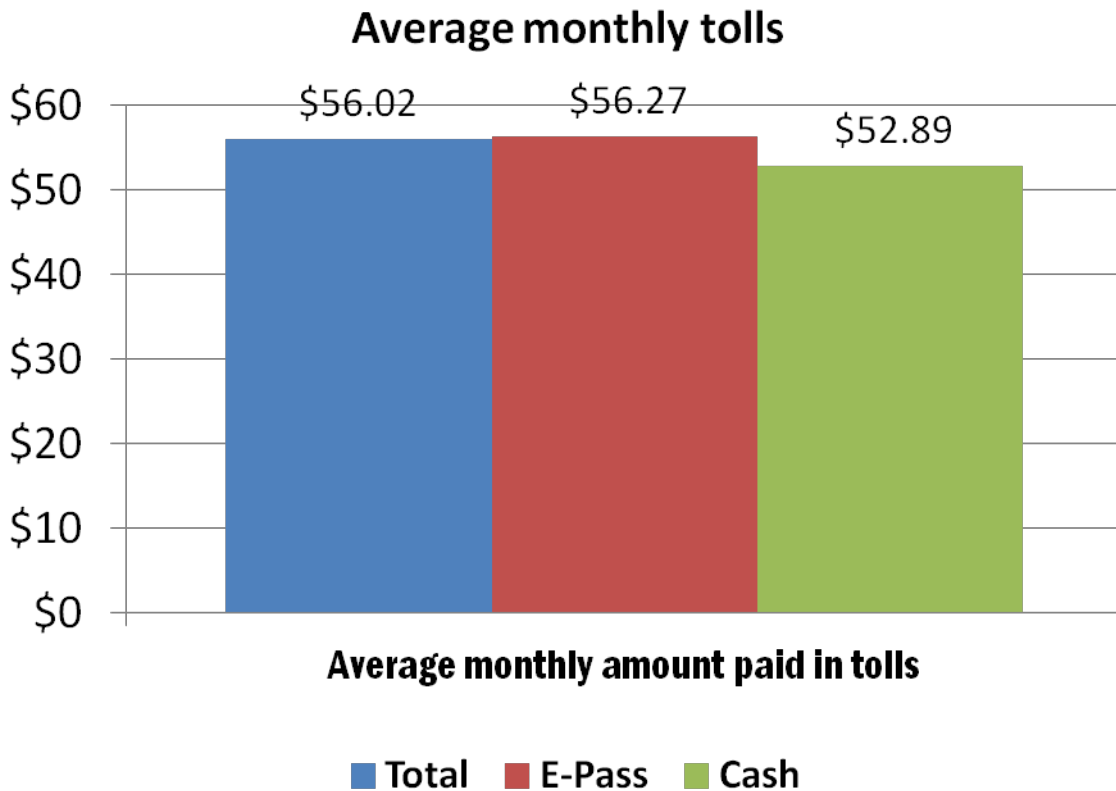
Q19. Would you want to receive communication regarding your account via text messages if it were available? (E-Pass Survey Only)

	Total		Survey Type		
	Total		E-Pass		
	Count	PCT	Count	PCT	
Q19. Would you want to receive communication regarding your account via text messages if it were available?	Yes	654	35.9%	654	35.9%
	No	1168	64.1%	1168	64.1%
	Total	1822	100.0%	1822	100.0%

### Monthly amount in tolls

The average monthly amount paid in tolls by all customers is (\$56.02).

E-Pass average is (\$56.27) and Cash average is (\$52.89).



Q20. On average, how much do you feel you pay in tolls monthly?

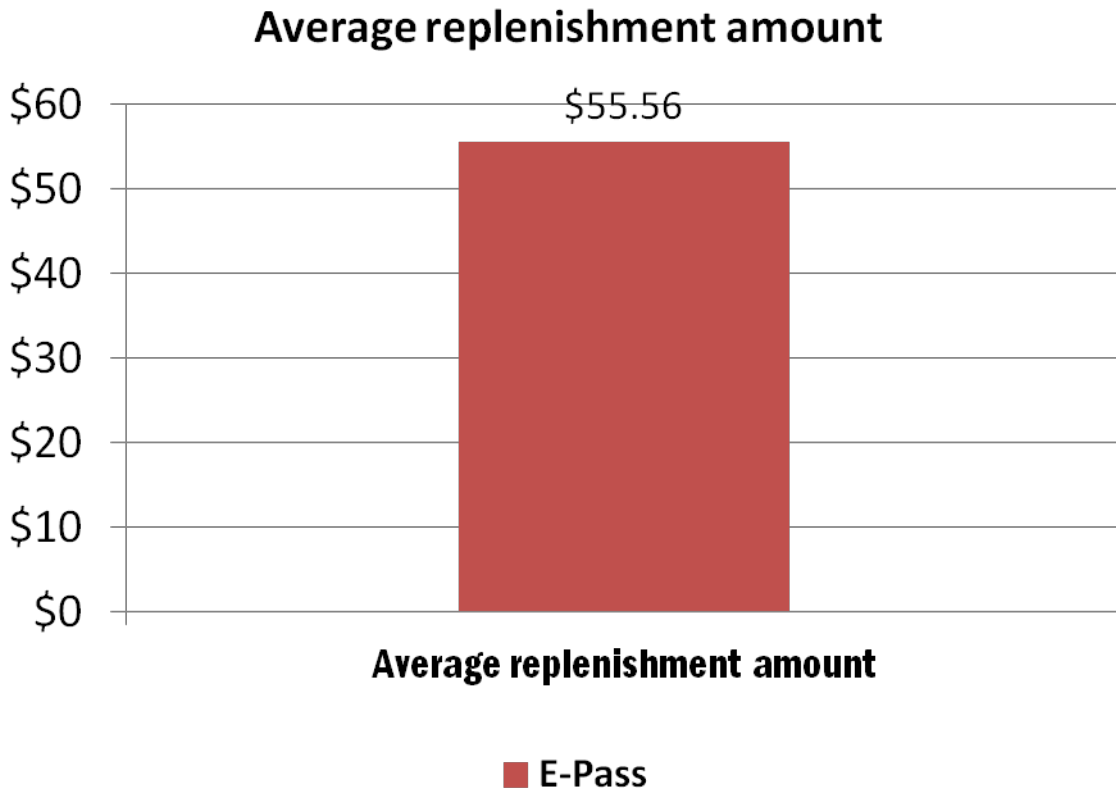
Q20. On average, how much do you feel you pay in tolls monthly? (enter amount, round to the nearest dollar) [AVERAGE]

	Total	Survey Type	
	Total	E-Pass	Cash
Q20. On average, how much do you feel you pay in tolls monthly? (enter amount, round to the nearest dollar) [AVERAGE]	56.02	56.27	52.89

## Monthly replenishment amount

### E-Pass Customers

The average monthly replenishment amount for E-Pass customers was (\$55.56).



Q21. What is the replenishment amount associated with your account?

**Q21. What is the replenishment amount associated with your account? (enter amount, round to the nearest dollar) [AVERAGE]**

	Total	Survey Type
	Total	E-Pass
Q21. What is the replenishment amount associated with your account? (enter amount, round to the nearest dollar) [AVERAGE]	55.56	55.56

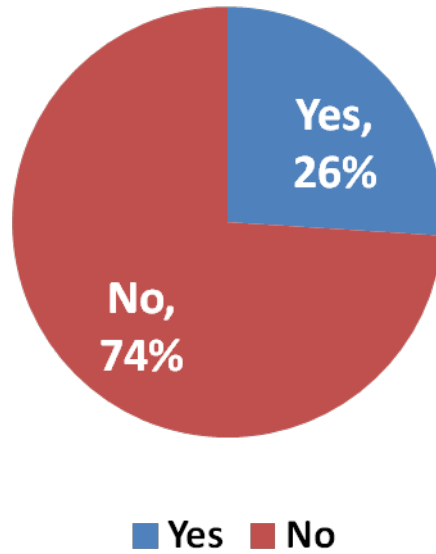


**Low balance notification**

E-Pass Customers

(26%) of E-Pass customers receive a low balance email notification.

**Receive Low Balance Emails  
(E-Pass)**



Q22. Do you currently receive emails regarding low balance on your account?

**Q22. Do you currently receive emails regarding low balance on your account? (E-Pass Only)**

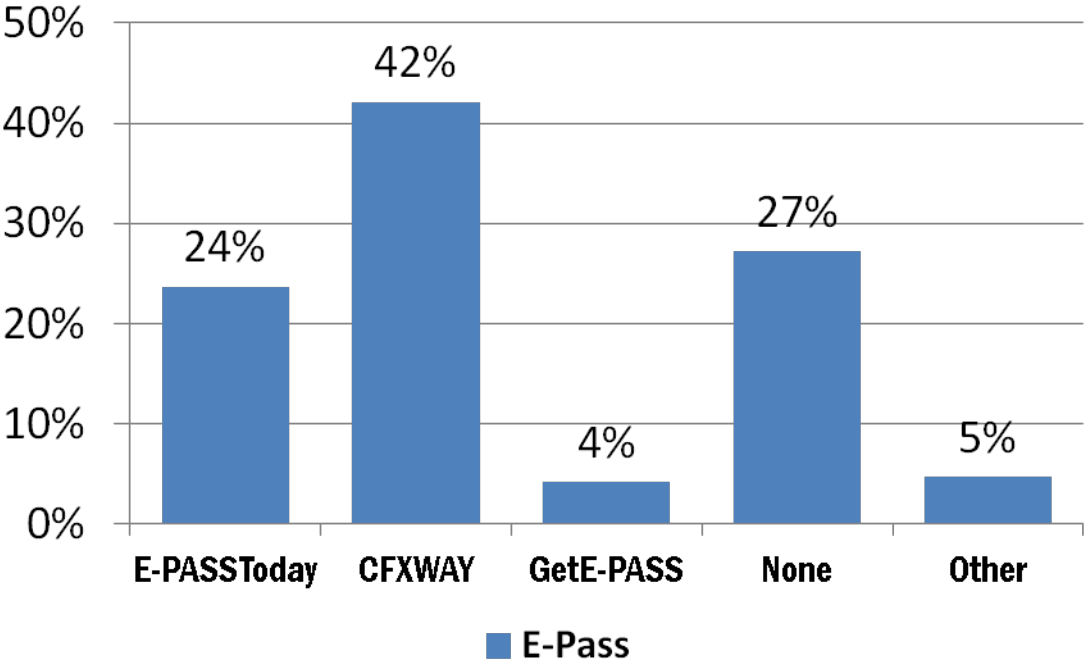
		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q22. Do you currently receive emails regarding low balance on your account?	Yes	473	26.0%	473	26.0%
	No	1349	74.0%	1349	74.0%
Total		1822	100.0%	1822	100.0%

**Websites used**

**E-Pass Customers**

(42%) of E-Pass customers have used CFXWAY.com to access their account, (24%) have used E-PASSToday.com and (4%) have used GetE-Pass.

**Used Website(s) to access account (E-Pass)**



Q23. Which of the following website links do you use to access and manage your account information?

**Q23. Which of the following website links do you use to access and manage your account information?**

**(E-Pass Only)**

		Total		Survey Type	
		Total		E-Pass	
		Count	PCT	Count	PCT
Q23. Which of the following website links do you use to access and manage your account information?	Total	1822	100.0%	1822	100.0%
	E-PASSToday.com	431	23.7%	431	23.7%
	CFXWAY.com	767	42.1%	767	42.1%
	GetE-PASS	76	4.2%	76	4.2%
	None of the above	496	27.2%	496	27.2%
	Other (specify)	86	4.7%	86	4.7%

NOTE: adds to more than 100% due to multiple responses

**Q23. Which of the following website links do you use to access and manage your account information? Other**

**(specify) [CODED]**

**(E-Pass Only)**

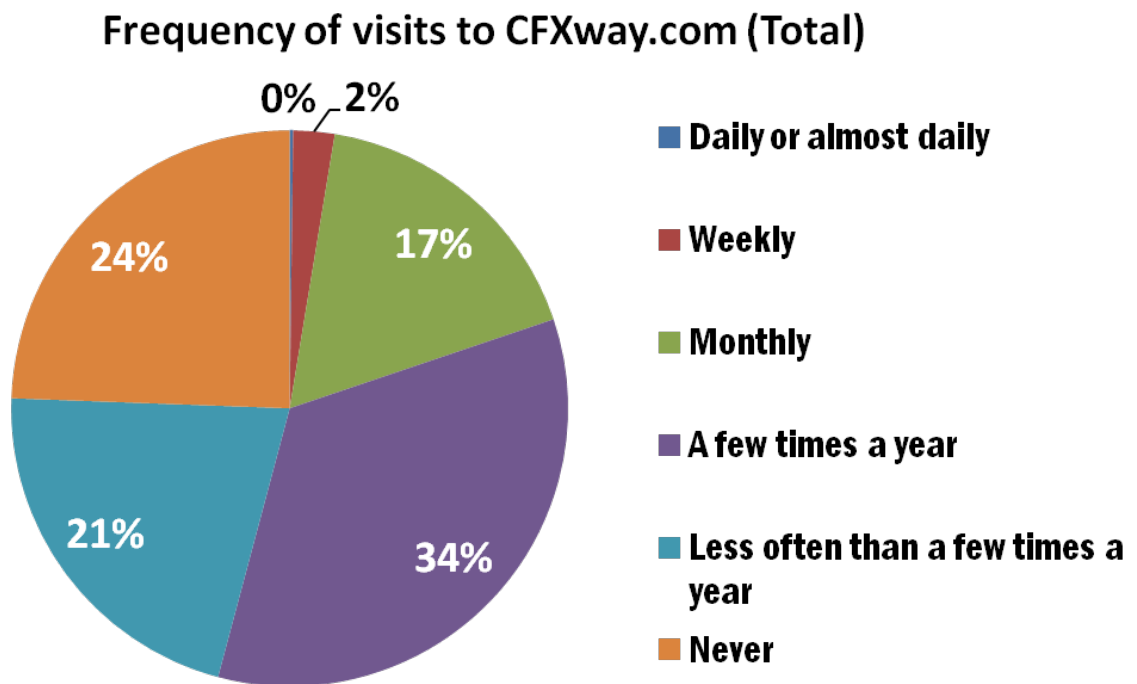
		Total		Survey Type	
		Total		E-Pass	
		Cases	PCT	Cases	PCT
Total	Total	86	100.0%	86	100.0%
Q23. Which of the following website links do you use to access and manage your account information? - Other (specify) (coded)	don't know/can't remember	26	30.2%	26	30.2%
	Expresswayauthority.com	13	15.1%	13	15.1%
	Google search	12	14.0%	12	14.0%
	Epass.cfxway.com	10	11.6%	10	11.6%
	Epass.ocea.com	10	11.6%	10	11.6%
	Update account info by phone	5	5.8%	5	5.8%
	Email link	4	4.7%	4	4.7%
	can't access my account	3	3.5%	3	3.5%
	Epass.com	2	2.3%	2	2.3%
	Messages at toll booths	1	1.2%	1	1.2%

## 6) Media issues

### Frequency of visits to CFXway.com

#### All customers

(19%) of all customers have used CFXway.com within the past month, (2%) weekly and (17%) monthly.

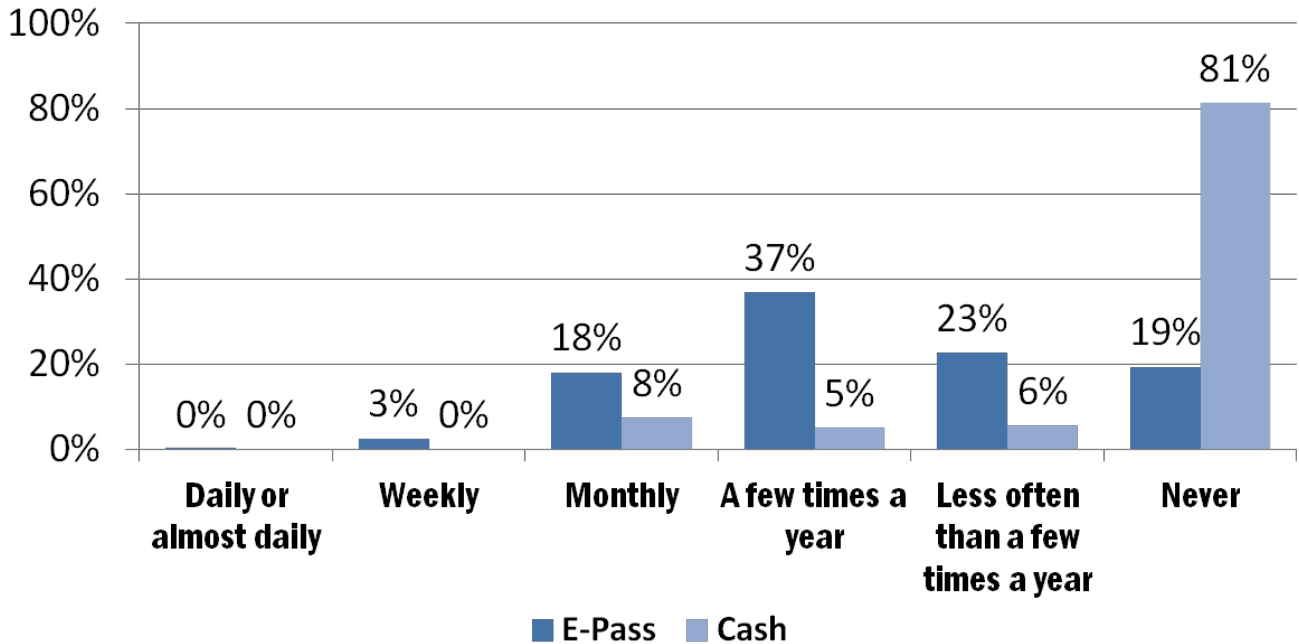


Q24. How often do you visit the Central Florida Expressway Authority's website – CFXway.com?

E-Pass vs. Cash Customers

A majority of E-Pass customers (58%) visit CFXway.com at least a few times a year. 4 out of 5 (81%) Cash customers have never visited CFXway.com.

**Frequency of visits to CFXway.com (E-Pass vs. Cash)**



Q24. How often do you visit the Central Florida Expressway Authority’s website – CFXway.com?

**Q24.How often do you visit the Central Florida Expressway Authority's website – CFXway.com?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q24.How often do you visit the Central Florida Expressway Authority's website – CFXway.com?	Daily/almost daily	4	.2%	3	.2%	1	.6%
	Weekly	48	2.4%	48	2.6%		
	Monthly	342	17.2%	330	18.1%	12	7.5%
	A few times a year	681	34.3%	673	36.9%	8	5.0%
	Less often than a few times a year	424	21.4%	415	22.8%	9	5.6%
	Never	484	24.4%	353	19.4%	131	81.4%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q24.How often do you visit the Central Florida Expressway Authority's website – CFXway.com?	Daily/almost daily	.		A
	Weekly	.		. <sup>a</sup>
	Monthly	.	B	
	A few times a year	.	B	
	Less often than a few times a year	.	B	
	Never	.		A

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

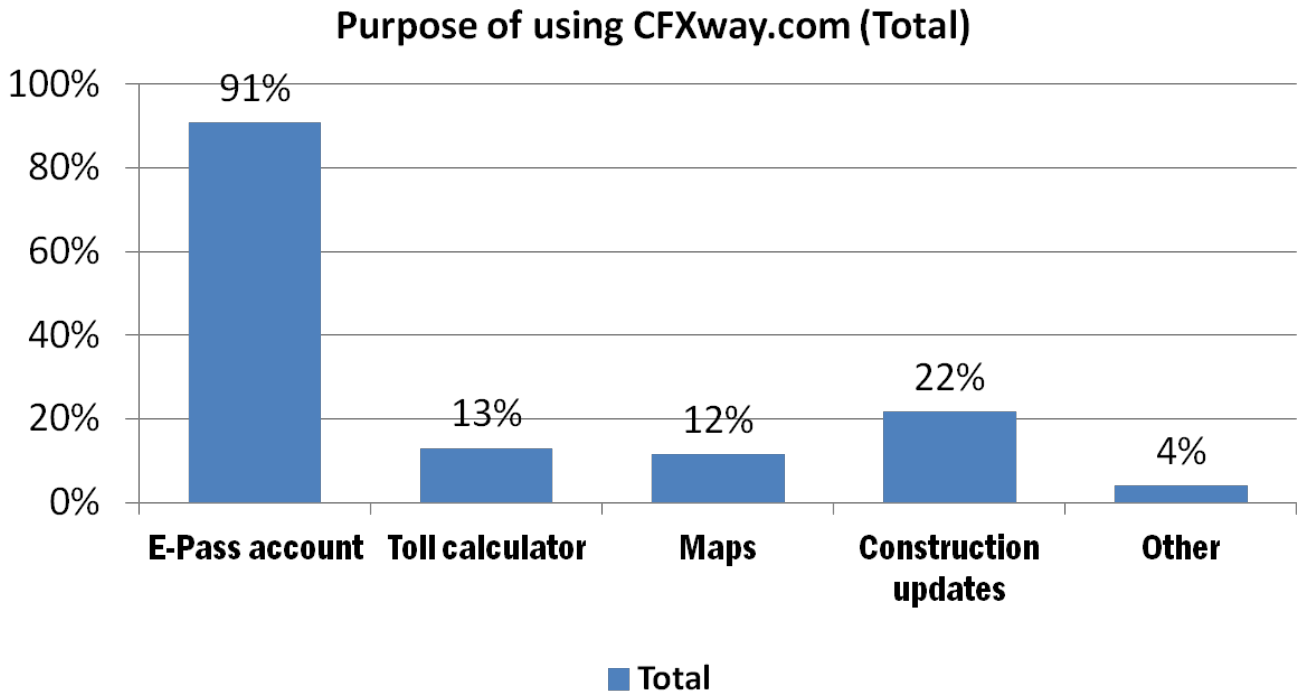
a. This category is not used in comparisons because its column proportion is equal to zero or one.

b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Purpose of using CFXway.com

### All Customers

A majority of all customers (91%) visit CFXway.com for the purpose of updating their E-Pass account, (22%) visit for construction updates, (13%) use the toll calculator and (12%) view maps.



Q25. For what purpose have you used the CFXway.com website?

**Q25. For what purpose(s) have you used the CFXway.com website?**

	Total		Survey Type				
	Total		E-Pass		Cash		
	Count	PCT	Count	PCT	Count	PCT	
Q25. For what purpose(s) have you used the CFXway.com website?	Total	1499	100.0%	1469	100.0%	30	100.0%
	E-PASS account	1358	90.6%	1338	91.1%	20	66.7%
	Toll Calculator	201	13.4%	197	13.4%	4	13.3%
	Maps	172	11.5%	167	11.4%	5	16.7%
	Construction Updates	325	21.7%	322	21.9%	3	10.0%
	Board/committee meeting information	13	.9%	13	.9%		
	Agency financial information	8	.5%	8	.5%		
	Employment	2	.1%	1	.1%	1	3.3%
	Procurement	4	.3%	4	.3%		
	Other (Specify)	47	3.1%	45	3.1%	2	6.7%

NOTE: adds to more than 100% due to multiple responses



**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Define MR for q25	E-PASS account	.	B	
	Toll Calculator	.		
	Maps	.		
	Construction Updates	.		
	Board/committee meeting information	.		. a
	Agency financial information	.		. a
	Employment	.		A
	Procurement	.		. a
	Other (Specify)	.		

Results are based on two-sided tests with significance level 0.1. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

- a. This category is not used in comparisons because its column proportion is equal to zero or one.
- b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Q25a. For what purpose(s) have you used the CFXway.com website? Other (specify) [CODED]**

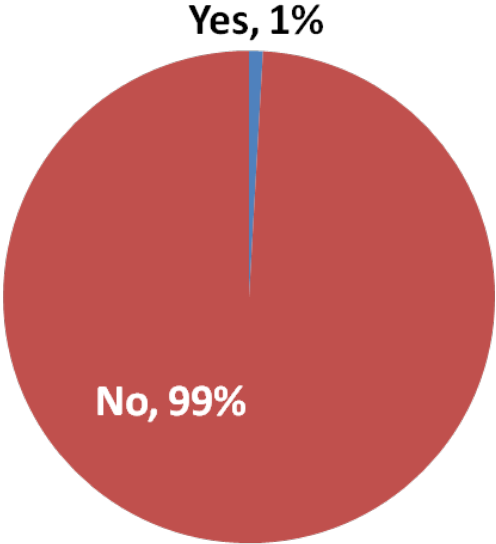
**(E-Pass Only)**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Cases	PCT	Cases	PCT	Cases	PCT
Total	Total	47	100.0%	45	100.0%	2	100.0%
Q25a. For what purpose(s) have you used the CFXway.com website? Other (specify) (coded).	don't know/can't remember	12	25.5%	11	24.4%	1	50.0%
	Update Vehicle Info	11	23.4%	11	24.4%		
	Update Account/Address/Password	7	14.9%	7	15.6%		
	Update Credit Card/Bank Info	4	8.5%	3	6.7%	1	50.0%
	FAQ	4	8.5%	4	8.9%		
	Update Transponder	3	6.4%	3	6.7%		
	Receipt/Statement	3	6.4%	3	6.7%		
	Refund/Dispute toll charges	1	2.1%	1	2.2%		
	Balance	1	2.1%	1	2.2%		
	Tax purposes	1	2.1%	1	2.2%		

**Incidence of viewing board meeting**

Only (1%) of all customers have used the CFXway.com website to view board/committee meeting information. All customers who viewed board meeting information were E-Pass users.

**Incidence of viewing board meeting (Total)**

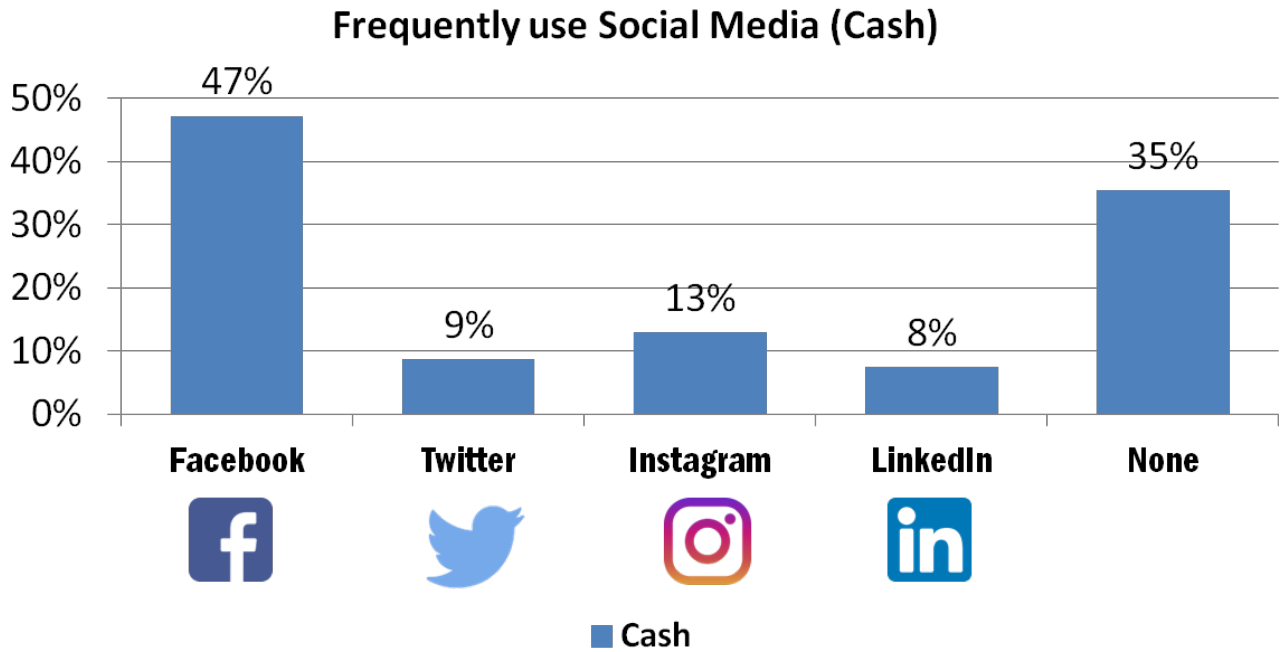


Q25. For what purpose have you used the CFXway.com website? –  
Board/Committee meeting information

## Incidence of use of social media

### Cash Customers

Among Cash customers (47%) frequently use Facebook, (9%) use Twitter, (13%) use Instagram and (8%) use LinkedIn. 1 out of 3 Cash customers does not use social media.



Q25b. Which of these social media channels do you use frequently?

Q25b. Which of these social media channels do you use frequently? (Cash Only)

		Total		Survey Type	
		Total		Cash	
		Count	PCT	Count	PCT
Q25b. Which of these social media channels do you use frequently?	Total	161	100.0%	161	100.0%
	Facebook	76	47.2%	76	47.2%
	Twitter	14	8.7%	14	8.7%
	Instagram	21	13.0%	21	13.0%
	LinkedIn	12	7.5%	12	7.5%
	None of these	57	35.4%	57	35.4%
No answer provided					

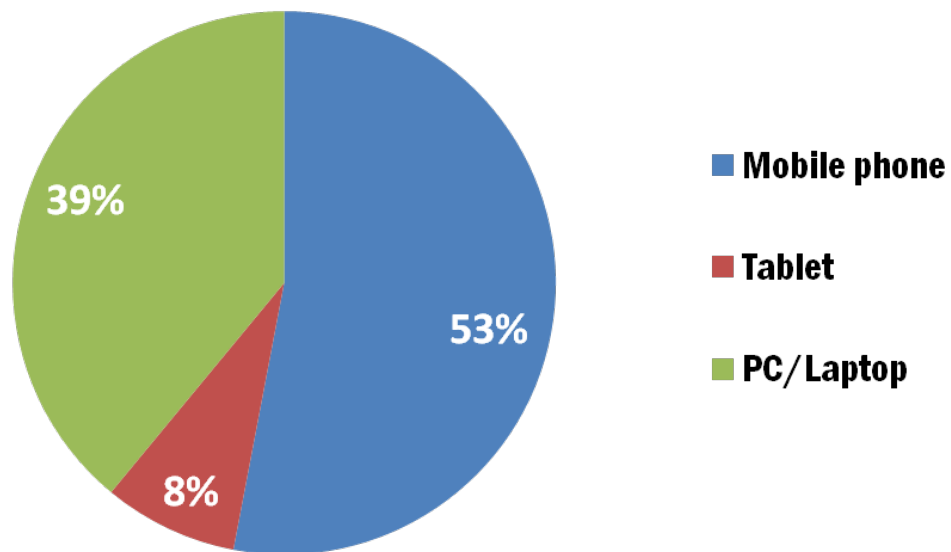
NOTE: adds to more than 100% due to multiple responses

## Type of technology used most often

### All Customers

(53%) of all customers use mobile phone technology most often, (39%) use desktop PC computers or laptops and (8%) use tablets.

### Type of technology used most often (Total)



Q27. What type of technology do you use most often?

**Q27. What type of technology do you use most often?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q27. What type of technology do you use most often?	Mobile phone	1049	53.0%	932	51.2%	117	74.5%
	Tablet	166	8.4%	158	8.7%	8	5.1%
	Desktop computer/laptop	764	38.6%	732	40.2%	32	20.4%
Total		1979	100.0%	1822	100.0%	157	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q27. What type of technology do you use most often?	Mobile phone	.		A
	Tablet	.	B	
	Desktop computer/laptop	.	B	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

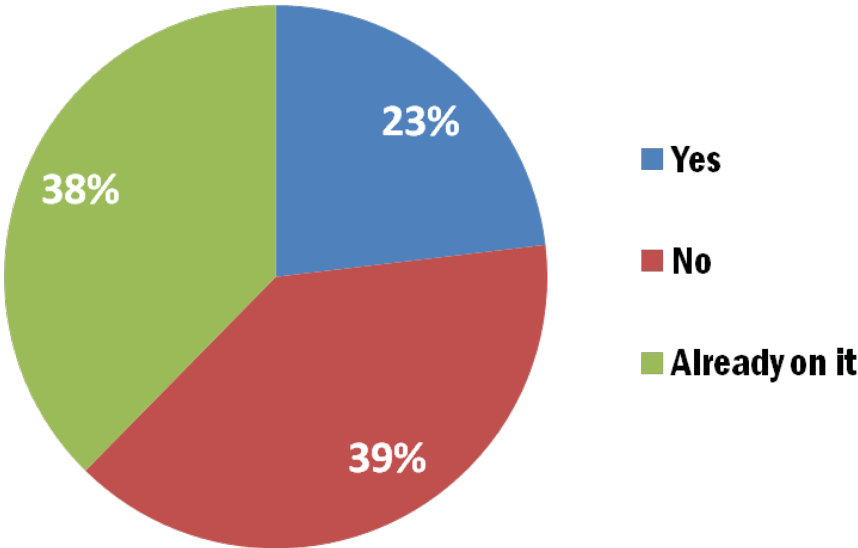
a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Interested in CFX’s monthly e-newsletter**

All Customers

(23%) of all customers are interested in receiving CFX’s monthly customer newsletter, (39%) are not interested and (38%) already receive the e-newsletter.

**Interested in CFX’s Monthly e-newsletter (Total)**



Q40. Would you like to receive CFX’s monthly customer e-newsletter?

**Q40. Would you like to receive CFX's monthly customer e-newsletter?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q40. Would you like to receive CFX's monthly customer e-newsletter?	Yes	459	23.1%	435	23.9%	24	14.9%
	No	778	39.2%	641	35.2%	137	85.1%
	Already on it	746	37.6%	746	40.9%		
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>b</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q40. Would you like to receive CFX's monthly customer e-newsletter?	Yes	.	B	
	No	.		A
	Already on it	.		. <sup>a</sup>

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. This category is not used in comparisons because its column proportion is equal to zero or one.

b. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.



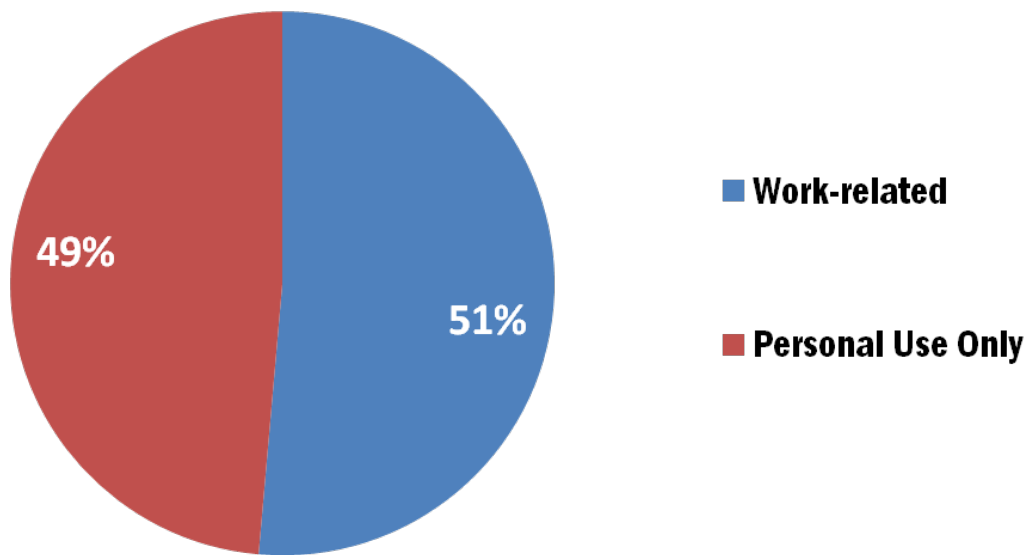
## 7) Profile of Users

### Work-related compared to Personal Use Only

#### **Incidence**

(51%) of all customers used the tolled expressways for work-related purposes and (49%) for Personal Use Only.

### **Purpose for traveling on Expressways (Total)**



Q12. For what purposes do you use the tolled expressways? (GROUPED)  
Work-related compared to Personal Use Only

**Q12. For what purposes do you use the tolled expressways?**

**Work-related compared to Personal Use Only**

	Total		Survey Type			
	Total		E-Pass		Cash	
	Count	PCT	Count	PCT	Count	PCT
Work-related	1019	51.4%	927	50.9%	92	57.1%
Personal use	964	48.6%	895	49.1%	69	42.9%
Total	1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

	Total	Survey Type	
	Total	E-Pass	Cash
	(A)	(A)	(B)
q12_x Work-related	.		A
Personal use	.	B	

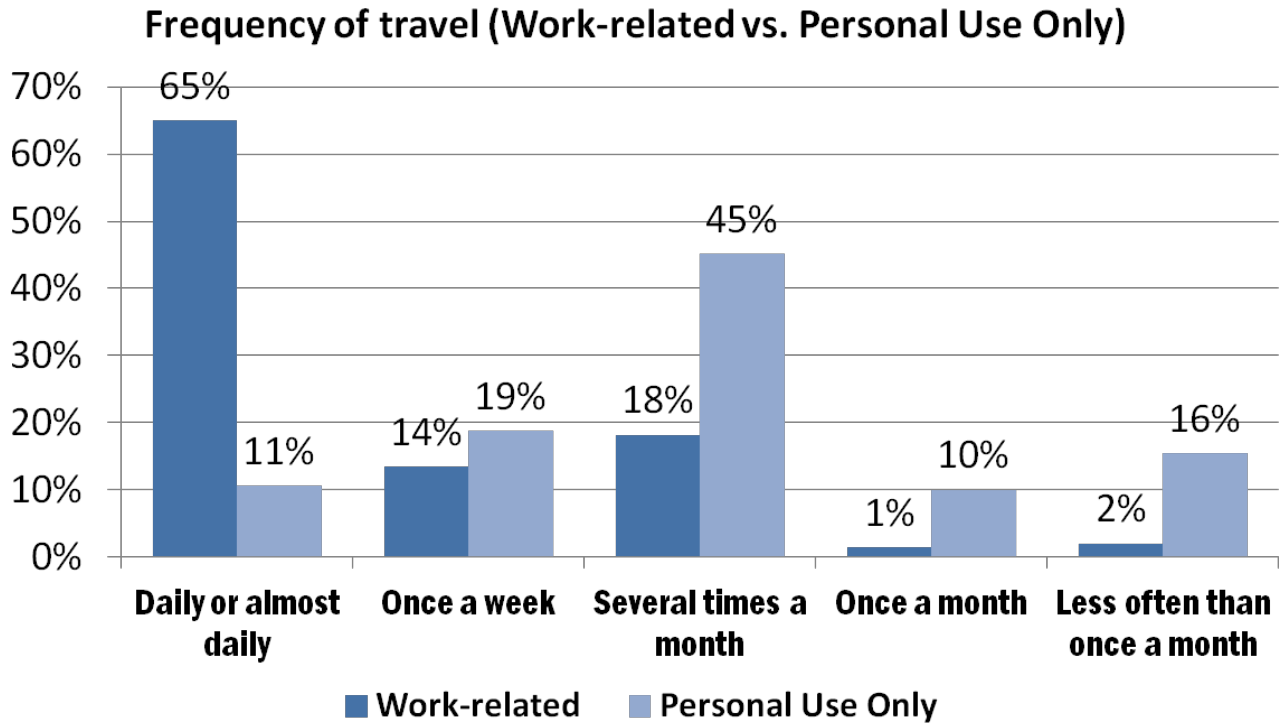
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

Work-related compared to Personal Use Only

**Usage frequency**

Work-related customers tend to use the tolled expressways daily or almost daily (79%) while Personal Use Only customers use it several times per month (75%).



Q10. In the past 6 months, how often have you traveled on the tolled expressways?  
(GROUPED)

Work-related compared to Personal Use Only

**Q10. In the past 6 months, how often have you traveled on the tolled expressways?**

**Work-related compared to Personal Use Only**

		Total		Work-related		Personal use	
		Total		Count	PCT	Count	PCT
		Count	PCT				
Q10. In the past 6 months, how often have you traveled on the tolled expressways?	Daily or almost daily	764	38.5%	662	65.0%	102	10.6%
	Once a week	319	16.1%	138	13.5%	181	18.8%
	Several times a month	621	31.3%	185	18.2%	436	45.2%
	Once a month	110	5.5%	14	1.4%	96	10.0%
	Less often than once a month	153	7.7%	19	1.9%	134	13.9%
	Not at all in the last 6 months	16	.8%	1	.1%	15	1.6%
Total		1983	100.0%	1019	100.0%	964	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

		Total	q12_x	
		Total	Work-related	Personal use
		(A)	(A)	(B)
Q10. In the past 6 months, how often have you traveled on the tolled expressways?	Daily or almost daily	.	B	
	Once a week	.		A
	Several times a month	.		A
	Once a month	.		A
	Less often than once a month	.		A
	Not at all in the last 6 months	.		A

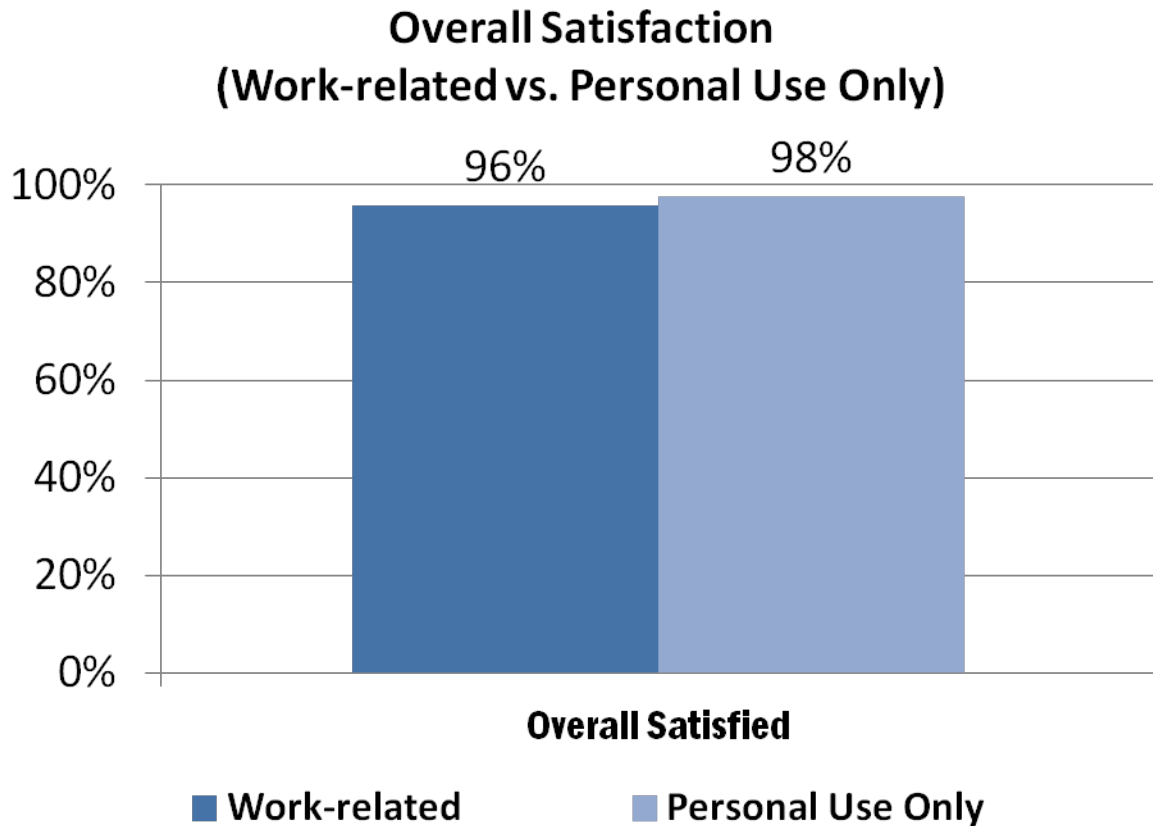
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Work-related compared to Personal Use Only

### Overall Satisfaction

Overall customer satisfaction ratings were high. Personal Use Only customers (98%) reported a slightly higher satisfaction rating than Work-related customers (96%).



Q32. Overall, would you consider yourself a satisfied customer? (GROUPED)  
Work-related compared to Personal Use Only

**Q32. Overall, would you consider yourself a satisfied customer?**

**Work-related compared to Personal Use Only**

		Total		Work-related		Personal use	
		Total		Count	PCT	Count	PCT
		Count	PCT				
Q32. Overall, would you consider yourself a satisfied customer?	Yes	1916	96.6%	976	95.8%	940	97.5%
	No	67	3.4%	43	4.2%	24	2.5%
Total		1983	100.0%	1019	100.0%	964	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

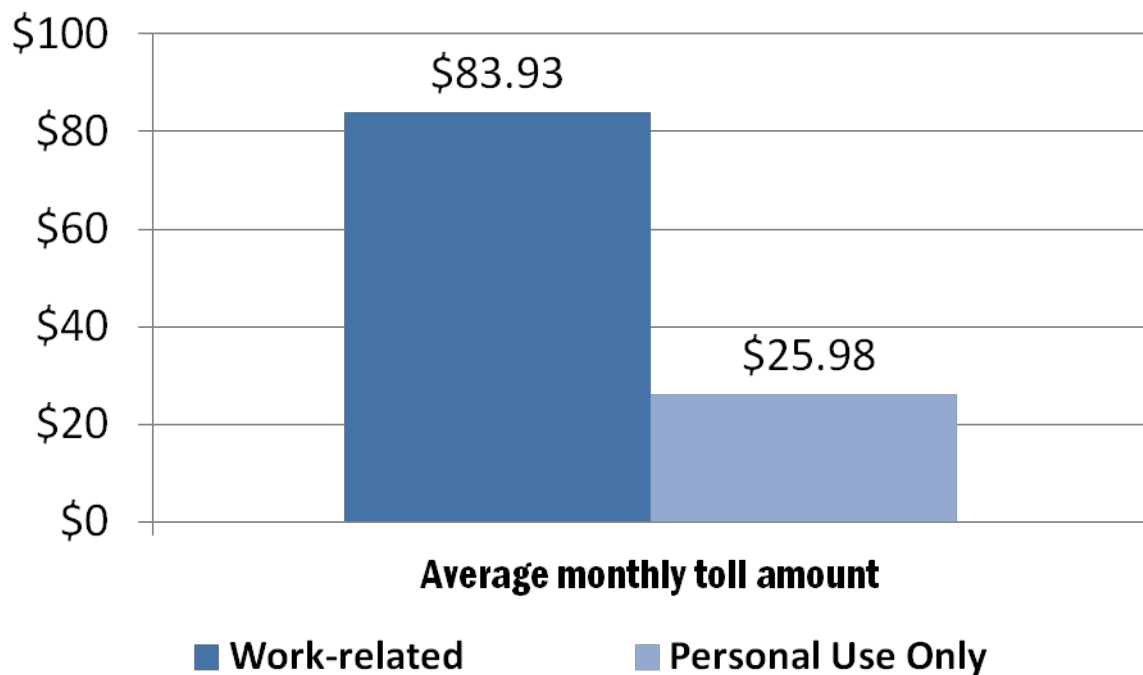
		Total	q12_x	
		Total	Work-related	Personal use
		(A)	(A)	(B)
Q32. Overall, would you consider yourself a satisfied customer?	Yes	.		A
	No	.	B	

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

Work-related compared to Personal Use Only**Monthly amount in tolls**

The average monthly amount paid in tolls by Work-related customers was (\$83.93) as compared to Personal Use Only (\$25.98).

**Monthly toll amount  
(Work-related vs. Personal Use Only)**

Q20. On average, how much do you feel you pay in tolls monthly?

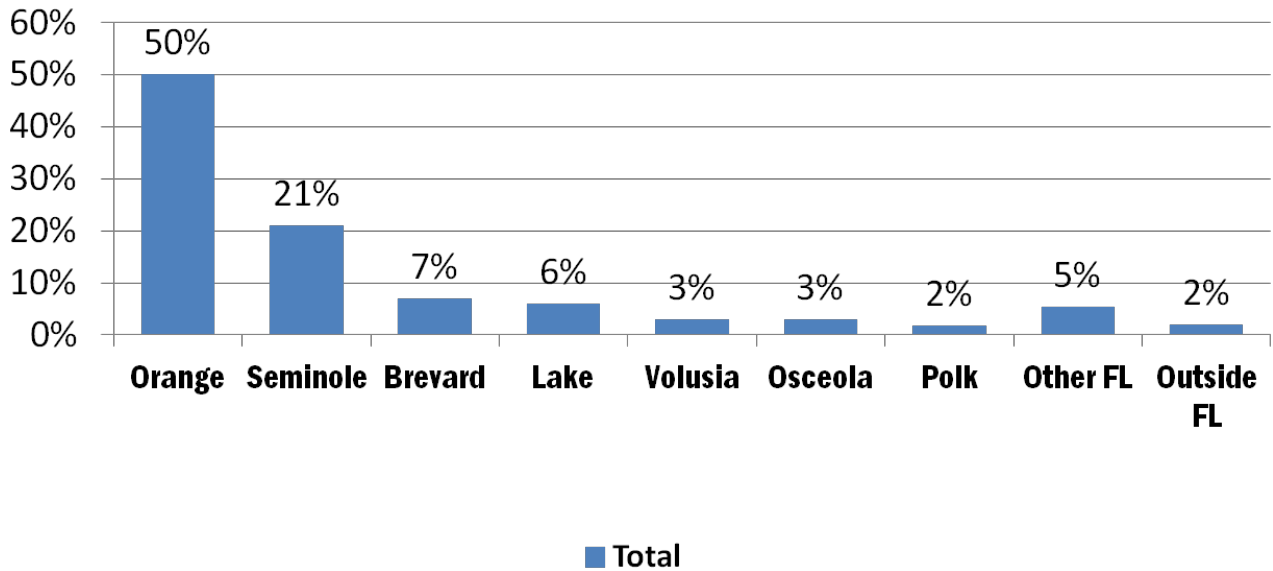
**APPENDIX A) DEMOGRAPHICS**

All Customers

**County of residence**

The majority of all customers live in Orange County (50%), followed by (21%) Seminole County, (7%) Brevard County and (6%) Lake County.

**County of Residence (Total)**



Q33. Where do you live?



**Q33. Where do you live?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q33. Where do you live?	Orange County	981	49.5%	920	50.5%	61	37.9%
	Seminole County	420	21.2%	406	22.3%	14	8.7%
	Osceola County	65	3.3%	51	2.8%	14	8.7%
	Lake County	127	6.4%	121	6.6%	6	3.7%
	Volusia County	63	3.2%	58	3.2%	5	3.1%
	Brevard County	147	7.4%	130	7.1%	17	10.6%
	Polk County	33	1.7%	31	1.7%	2	1.2%
	Other Florida County	105	5.3%	85	4.7%	20	12.4%
	Do not live in Florida	42	2.1%	20	1.1%	22	13.7%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q33. Where do you live?	Orange County	.	B	
	Seminole County	.	B	
	Osceola County	.		A
	Lake County	.	B	
	Volusia County	.		
	Brevard County	.		A
	Polk County	.		
	Other Florida County	.		A
	Do not live in Florida	.		A

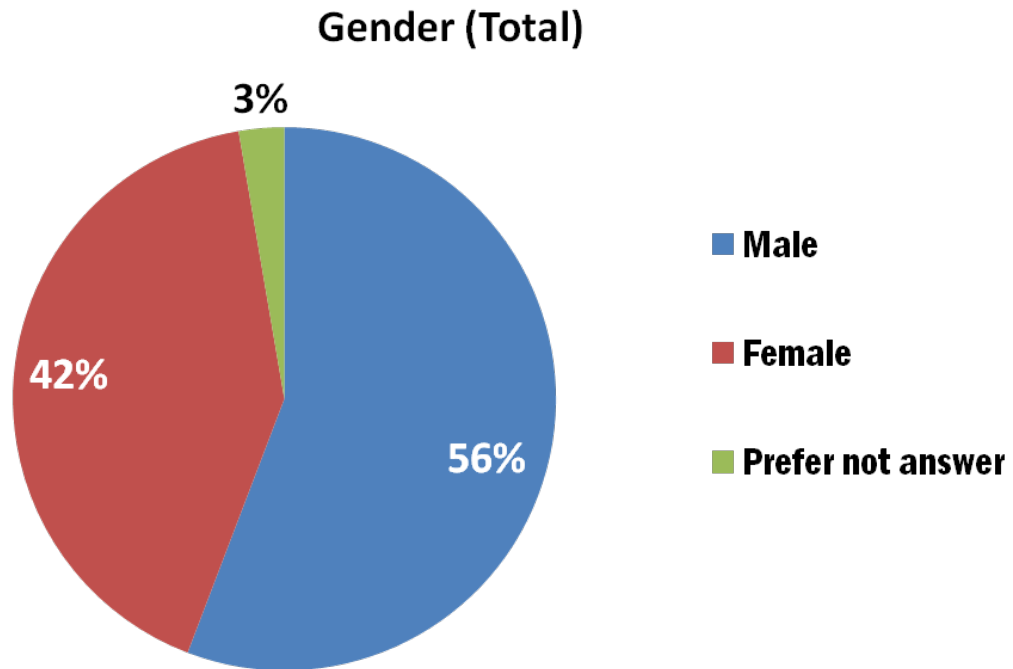
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Gender

### All Customers

(56%) of all customers were Male and (42%) were Female.



Q34. What is your gender?

**Q34. What is your gender?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q34. What is your gender?	Male	1107	55.8%	1038	57.0%	69	42.9%
	Female	822	41.5%	737	40.5%	85	52.8%
	Prefer not to answer	54	2.7%	47	2.6%	7	4.3%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q34. What is your gender?	Male	.	B	
	Female	.		A
	Prefer not to answer	.		A

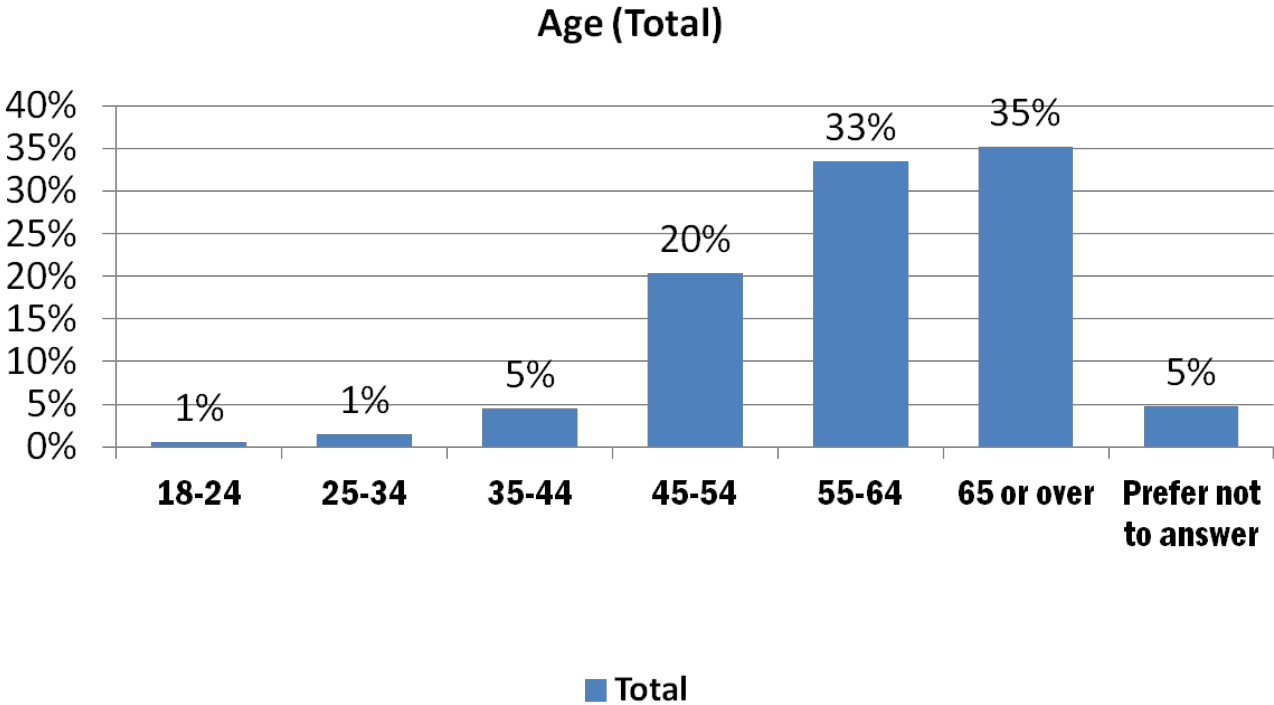
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

### Respondent Age

All Customers

Median age of all customers was 55-64.



Q35. What is your age?

**Q35. What is your age?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q35. What is your age?	18-24	9	.5%	2	.1%	7	4.3%
	25-34	27	1.4%	6	.3%	21	13.0%
	35-44	90	4.5%	64	3.5%	26	16.1%
	45-54	402	20.3%	370	20.3%	32	19.9%
	55-64	663	33.4%	622	34.1%	41	25.5%
	65 or over	699	35.2%	671	36.8%	28	17.4%
	Prefer not to answer	93	4.7%	87	4.8%	6	3.7%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q35. What is your age?	18-24	.		A
	25-34	.		A
	35-44	.		A
	45-54	.		
	55-64	.	B	
	65 or over	.	B	
	Prefer not to answer	.		

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

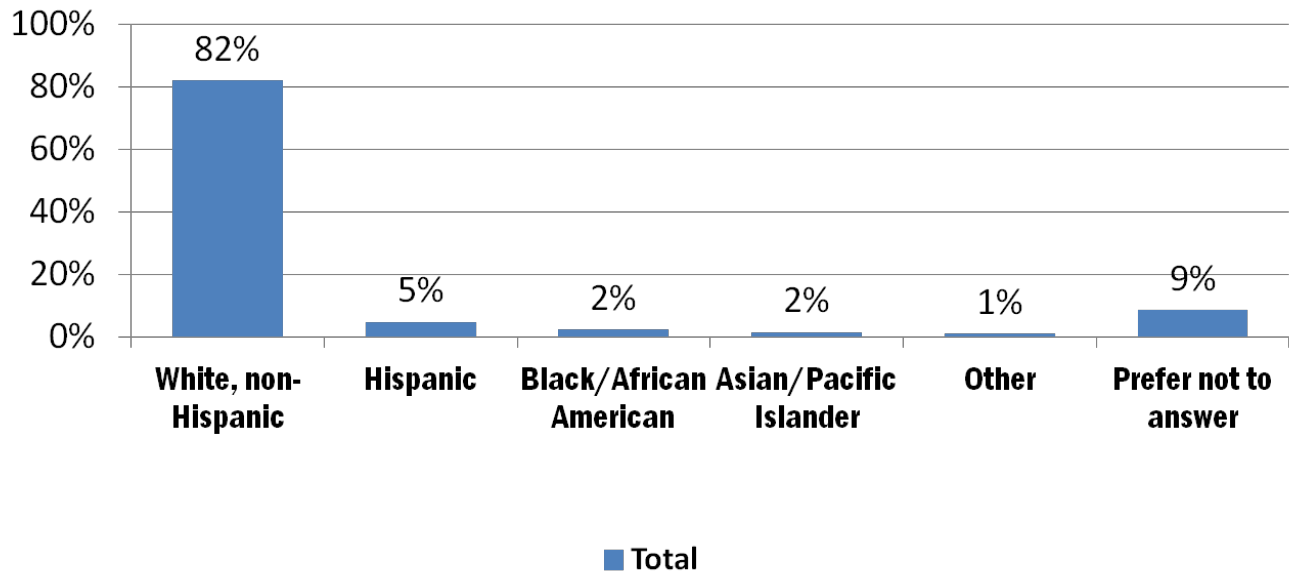
a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Ethnicity

### All Customers

Of all customers surveyed (82%) were White, non-Hispanic, (5%) Hispanic, (2%) Black/African American and (2%) Asian/Pacific Islander.

### Age (Total)



Q36. Which of the following best represents your ethnic background?

**Q36. Which of the following best represents your ethnic background?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q36. Which of the following best represents your ethnic background?	White, non-Hispanic	1627	82.0%	1530	84.0%	97	60.2%
	Hispanic	95	4.8%	74	4.1%	21	13.0%
	Black or African-American	46	2.3%	27	1.5%	19	11.8%
	Asian or Pacific Islander	29	1.5%	28	1.5%	1	.6%
	Other	17	.9%	13	.7%	4	2.5%
	Prefer not to answer	169	8.5%	150	8.2%	19	11.8%
Total		1983	100.0%	1822	100.0%	161	100.0%

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q36. Which of the following best represents your ethnic background?	White, non-Hispanic	.	B	
	Hispanic	.		A
	Black or African-American	.		A
	Asian or Pacific Islander	.	B	
	Other	.		A
	Prefer not to answer	.		A

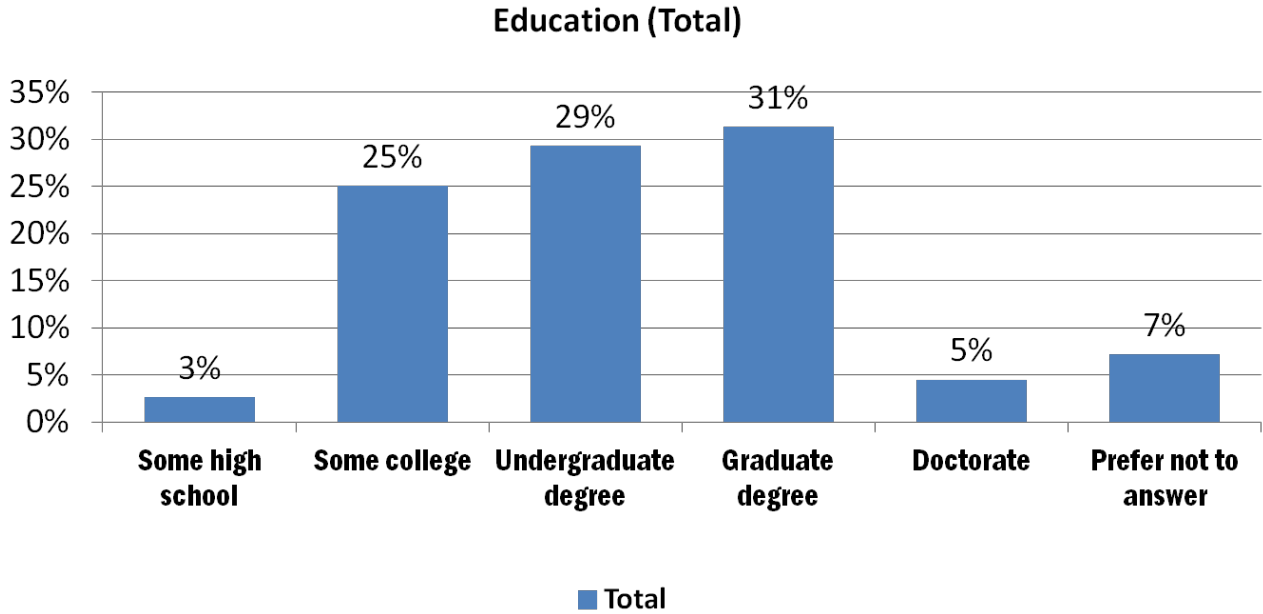
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

**Education**

All Customers

Median education of all customers was an Undergraduate degree.



Q37. What is your education level?

**Q37. What is your education level?**

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q37. What is your education level?	Some high school	52	2.6%	40	2.2%	12	7.5%
	Some college	498	25.1%	449	24.6%	49	30.4%
	Undergraduate degree	582	29.3%	543	29.8%	39	24.2%
	Graduate degree	620	31.3%	574	31.5%	46	28.6%
	Doctorate	89	4.5%	86	4.7%	3	1.9%
	Prefer not to answer	142	7.2%	130	7.1%	12	7.5%
Total		1983	100.0%	1822	100.0%	161	100.0%



**Statistics**

Q37. What is your education level?

N	Valid	1983
	Missing	0
Median		3.00

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q37. What is your education level?	Some high school	.		A
	Some college	.		A
	Undergraduate degree	.	B	
	Graduate degree	.	B	
	Doctorate	.	B	
	Prefer not to answer	.		

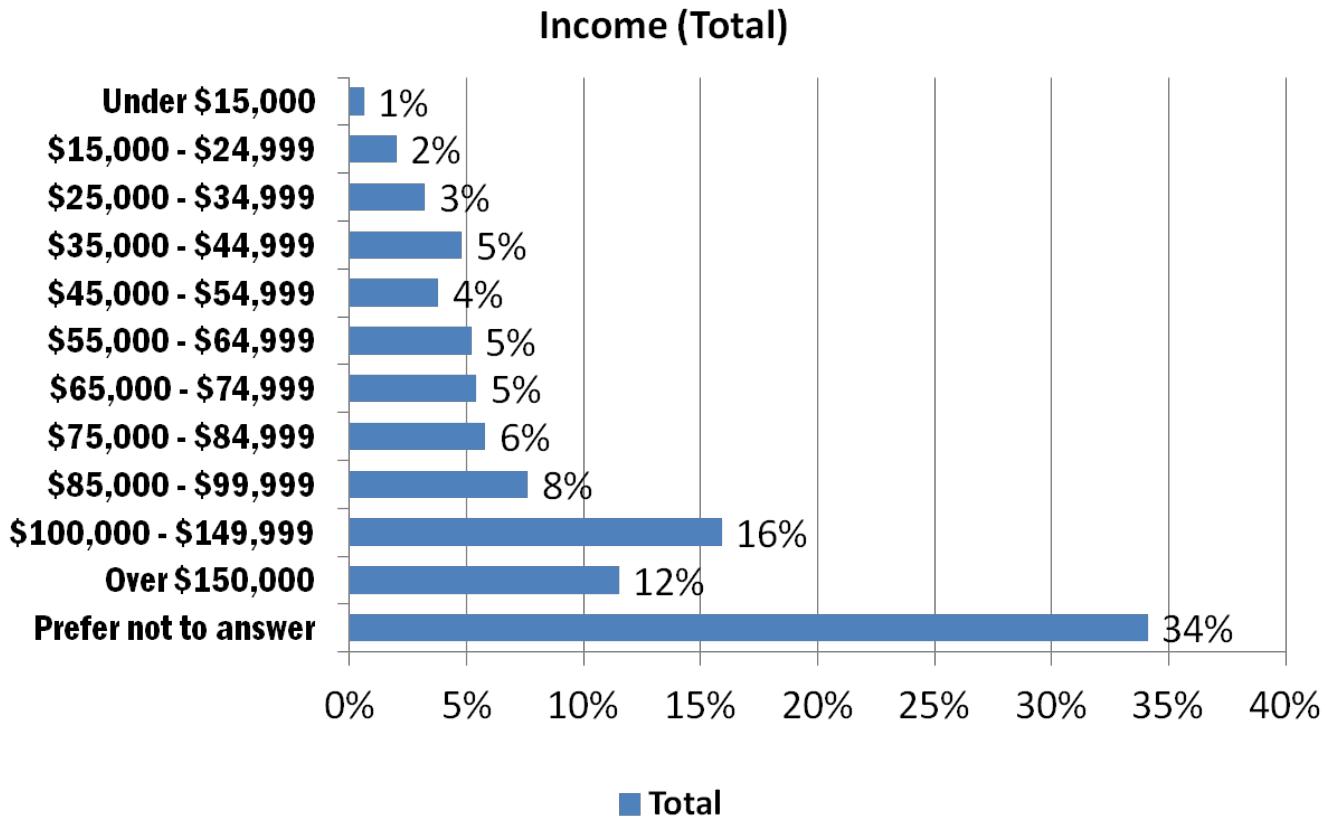
Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## Annual Household Income

### All Customers

Median household income of all customers was \$85,000 to \$99,999.



Q38. What was your total household income (before taxes) last year?

## Q38. What was your total household income (before taxes) last year?

		Total		Survey Type			
		Total		E-Pass		Cash	
		Count	PCT	Count	PCT	Count	PCT
Q38. What was your total household income (before taxes) last year?	Under \$15,000	12	.6%	8	.4%	4	2.5%
	\$15,000 – \$24,999	40	2.0%	22	1.2%	18	11.2%
	\$25,000 – \$34,999	64	3.2%	45	2.5%	19	11.8%
	\$35,000 – \$44,999	95	4.8%	81	4.4%	14	8.7%
	\$45,000 – \$54,999	76	3.8%	66	3.6%	10	6.2%
	\$55,000 – \$64,999	104	5.2%	99	5.4%	5	3.1%
	\$65,000 – \$74,999	107	5.4%	98	5.4%	9	5.6%
	\$75,000 – \$84,999	115	5.8%	107	5.9%	8	5.0%
	\$85,000 – \$99,999	150	7.6%	145	8.0%	5	3.1%
	\$100,000 – \$149,999	315	15.9%	297	16.3%	18	11.2%
	Over \$150,000	228	11.5%	218	12.0%	10	6.2%
Prefer not to answer	677	34.1%	636	34.9%	41	25.5%	
Total	1983	100.0%	1822	100.0%	161	100.0%	

**Statistics**

Q38. What was your total household income (before taxes) last year?

N	Valid	1983
	Missing	0
Median		10.00

**Comparisons of Column Proportions<sup>a</sup>**

		Total	Survey Type	
		Total	E-Pass	Cash
		(A)	(A)	(B)
Q38. What was your total household income (before taxes) last year?	Under \$15,000	.		A
	\$15,000 – \$24,999	.		A
	\$25,000 – \$34,999	.		A
	\$35,000 – \$44,999	.		A
	\$45,000 – \$54,999	.		A
	\$55,000 – \$64,999	.	B	
	\$65,000 – \$74,999	.		
	\$75,000 – \$84,999	.		
	\$85,000 – \$99,999	.	B	
	\$100,000 – \$149,999	.	B	
	Over \$150,000	.	B	
Prefer not to answer	.	B		

Results are based on two-sided tests with significance level 0.5. For each significant pair, the key of the category with the smaller column proportion appears under the category with the larger column proportion.

a. Tests are adjusted for all pairwise comparisons within a row of each innermost subtable using the Bonferroni correction.

## APPENDIX B) SURVEY QUESTIONNAIRES

Both versions of the questionnaire are mostly similar but there are some questions unique to each version.

(\*) E-Pass only questions

(+) Cash only questions

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY 2016 Customer Opinion Survey

Thank you for your help with our survey. Your responses are very important. Customers who complete the questionnaire will be entered into a drawing to earn a \$50 E-PASS credit.

#### Transponder

\*Q1. What type of transponder do you have in the vehicle you drive most often?

- E-PASS Sticker
- Limited Edition College E-PASS Sticker
- E-Pass Portable Transponder
- Don't know

\*Q2. Are you familiar with the Collegiate (NolePass, GatorPass and KnightPass) E-PASS transponders?

- Yes
- No

Q3. Did you know the E-PASS Mini sticker transponder is free?

- Yes
- No

\*Q4. How many transponders do you have associated with your account?

- 1
- 2
- 3
- 4
- 5+

Q5. How many cars do you have in your household?

- 1
- 2
- 3
- 4
- 5+

Q6. How many of these cars have E-PASS?

- 1
- 2
- 3
- 4
- 5+

Q7. Did you know E-PASS customers are eligible to receive discounts up to 20% through the customer loyalty program?

- Yes
- No

Q8. Are you familiar with the CFX Reload lane at the SR408 Conway Plaza?

- Yes
- No

Q9. Have you used the Reload lane?

- Yes
- No

### Toll usage

Q10. In the past 6 months, how often have you traveled on the tolled expressways?

- Daily or almost daily
- Once a week
- Several times a month
- Once a month
- Less often than once a month
- Not at all in the last 6 months

Q11. Why haven't you used a tolled expressway when it's the most direct route? (select all that apply)

- To save money
  - Less congestion on another route
  - Toll booths slow me down
  - I always choose the toll road
  - Other (specify)
- 

Q12. For what purposes do you use the tolled expressways? (select all that apply)

- Commuting to work
- On-the-job travel
- Errands (e.g. shopping, visiting friends, doctor)
- School
- Vacation
- Airport
- Special events (e.g. sports, concerts, fairs)
- Children's sporting tournaments
- I don't normally use the toll roads

Q13. Why do you choose to use the tolled expressways? (select all that apply)

- Saves time
  - Saves money
  - Less congestion
  - More convenient
  - Better for the environment
  - Safety
  - I don't normally use the toll roads
  - Other (specify)
- 

\*Q14. E-PASS is currently accepted on all tolled expressways and most bridges in Florida, Georgia and North Carolina.

In the past 6 months, where have you used your E-PASS? (select all that apply)

- Central Florida
  - Throughout Florida
  - Georgia
  - North Carolina
  - Other (specify)
-

E-PASS Account

\*Q15. Have you ever updated your account information online, by phone or at a walk-in customer service center?

- Yes  
 No

\*Q16. How have you updated this information? (select all that apply)

- Called an E-PASS Customer Service Representative  
 Went Online  
 Visited an E-PASS walk in customer service center

\*Q17. What kind of information are you looking for when accessing your account?

- Toll transactions  
 Credit/debit card payment  
 Discount information  
 Other (specify)
- 

\*Q18. What is your preferred method of communication about your E-PASS account?

- Email  
 Text  
 Mail

\*Q19. Would you want to receive communication regarding your account via text messages if it were available?

- Yes  
 No

Q20. On average, how much do you feel you pay in tolls monthly? (enter amount, round to the nearest dollar)

\_\_\_\_\_

\*Q21. What is the replenishment amount associated with your account? (enter amount, round to the nearest dollar)

\_\_\_\_\_

\*Q22. Do you currently receive emails regarding low balance on your account?

- Yes  
 No



\*Q23. Which of the following website links do you use to access and manage your account information?

- E-PASSToday.com
  - CFXWAY.com
  - GetE-PASS
  - None of the above
  - Other (specify)
- 

CFXWAY website

Q24. How often do you visit the Central Florida Expressway Authority's website – CFXway.com?

- Daily/almost daily
- Weekly
- Monthly
- A few times a year
- Less often than a few times a year
- Never

Q25. For what purpose(s) have you used the CFXway.com website? (select all that apply)

- E-PASS account
  - Toll Calculator
  - Maps
  - Construction updates
  - Board/committee meeting information
  - Agency financial information
  - Employment
  - Procurement
  - Other (specify)
-

## Messaging

Q26. Have you seen or heard E-PASS messaging on any of the following? (select all that apply)

- Billboards
  - Online ads
  - Social media
  - Magazine
  - Newspaper
  - Radio
  - TV
  - Community event
  - None of the above
  - Other (specify)
- 

Q27. What type of technology do you use most often?

- Mobile phone
- Tablet
- Desktop computer/laptop

## Ratings and Satisfaction

Q28. Please indicate how much you agree or disagree with each of the following statements.

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

Central Florida Expressways...

- a. Are faster than other roads?
- b. Are cleaner than other roads?
- c. Are well maintained?
- d. Are safer to use?
- e. Have attractive landscaping?
- f. Have adequate signage?

Q29. Please indicate how much you agree or disagree with each of the following statements.

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

- a. Road Rangers make travel on the expressways safer?
- b. Patrols by law enforcement make travel on the expressways safer?
- c. Digital traffic information boards are valuable to me?
- d. The expressways help me avoid traffic congestion and delays?
- e. The toll collectors I come in contact with are friendly and treat me as a valued customer?

Q30. Please indicate how much you agree or disagree with each of the following statements.

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

- a. I am satisfied with the signage and warning signals provided to alert drivers of construction work zone areas?
- b. My delays due to expressway construction work are within acceptable limits?
- c. I prefer funding new roads by paying tolls rather than raising taxes?

\*Q31. Please indicate how much you agree or disagree with each of the following statements about the E-PASS program.

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

- a. When calling the E-PASS service center, I feel that the customer service representatives are responsive and friendly and treat me as a valued customer?
- b. I would recommend E-PASS to family and friends?
- c. I am satisfied with the value I receive from the E-PASS program (e.g. discounts, cheaper than cash toll rate)?

Q32. Overall, would you consider yourself a satisfied customer?

- Yes
- No

### Demographics

Q33. Where do you live?

- Orange County
- Seminole County
- Osceola County
- Lake County
- Volusia County
- Brevard County
- Polk County
- Other Florida County
- Do not live in Florida

Q34. What is your gender?

- Male
- Female
- Prefer not to answer

Q35. What is your age?

- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65 or over
- Prefer not to answer

Q36. Which of the following best represents your ethnic background?

- White, non-Hispanic
- Hispanic
- Black or African-American
- Asian or Pacific Islander
- Other
- Prefer not to answer

Q36a. (Specify)

---

Q37. What is your education level?

- Some high school
- Some college
- Undergraduate degree
- Graduate degree
- Doctorate
- Prefer not to answer

Q38. What was your total household income (before taxes) last year?

- Under \$15,000
- \$15,000 – \$24,999
- \$25,000 – \$34,999
- \$35,000 – \$44,999
- \$45,000 – \$54,999
- \$55,000 – \$64,999
- \$65,000 – \$74,999
- \$75,000 – \$84,999
- \$85,000 – \$99,999
- \$100,000 – \$149,999
- Over \$150,000
- Prefer not to answer

Q39. Do you have any additional feedback regarding your online account management experiences that can assist us in improving our services?

---

\$50 E-PASS drawing

Q40. Would you like to receive CFX's monthly customer e-newsletter?

Yes (record email next)

No

Already on it

Q41. Do you wish to be entered to win \$50 in E-PASS tolls?

Yes \*

No

Q42. Please fill in your contact information and click SUBMIT.

Name\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_

State\_\_\_\_\_

Zip\_\_\_\_\_

Phone\_\_\_\_\_

Email\_\_\_\_\_

---

(+) Questions asked on Cash version only

+Q1a. Which tolled expressways do you use most often? (check all that apply)

- SR528
- SR408
- SR417
- SR429
- SR414
- SR451
- Don't know

+Q10. Are you interested in opening an E-Pass account?

- Yes
- No

+Q10a. If no, why not? (check all that apply)

- It's easier to pay with cash
  - I don't use toll roads very often
  - It's not convenient to get an E-Pass
  - I don't know how to get an E-Pass
  - I want to have a receipt
  - I don't want a record of my travels
  - Other (specify)
- 

+Q13a. Which of these social media channels do you use frequently? (check all that apply)

- Facebook
- Twitter
- Instagram
- LinkedIn
- None of these

**CONTACT US:**

Varga Market Research Services, Inc.

Tania Varga Bigosinski, President

407-472-5852

[taniav@vargaresearch.com](mailto:taniav@vargaresearch.com)



**G.**

**PUBLIC HEARING**

**AMENDMENT TO RULE  
ADOPTING TOLL POLICY**

**NOTICE OF INTENT TO AMEND THE  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL POLICY TO REDUCE SCHEDULED  
TOLL ADJUSTMENTS**

All parties are given notice that on February 9, 2017 the governing Board of the Central Florida Expressway Authority (CFX) shall consider amending its current toll policy.

A public hearing will be held at the Central Florida Expressway Board Room at 4974 ORL Tower Road, Orlando, Florida 32807 during the regularly scheduled 9:00 a.m. Board Meeting.

The Amendment shall provide for the reduction of automatically adjusted toll rates to occur on an annual basis, to be more consistent with other Florida toll agencies.

Said rule to be effective February 9, 2017.

This notice was posted at the CFX Administration Building, 4974 ORL Tower Road, Orlando, Florida 32807 this 1<sup>st</sup> day of February, 2017.



Darleen Mazzillo  
Executive Assistant

**POLICY REGARDING TOLL SCHEDULES**

Department: Toll Operations

Supersedes: 2/26/09

4/1/16: Pursuant to CFX Resolution 2014-263, this policy has been administratively revised to substitute the Central Florida Expressway Authority as the correct legal entity.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ADOPTION OF RULE AMENDING  
RULE 2-9.001 TOLL SCHEDULES

WHEREAS, the Central Florida Expressway Authority (CFX), an independent special district operating pursuant to Florida Statutes Chapter 189 and Part V of Florida Statutes Chapter 348, is charged with the ownership and operation of the CFX Expressway System; and

WHEREAS, F.S. 348.754(2)(f) provides that CFX shall have the right to fix, alter, charge, establish and collect rates, fees, rentals and other charges for the services and facilities of CFX Expressway System, which rates, fees, rentals and other charges shall always be sufficient to comply with any covenants made with the holders of any bonds issued by CFX; and

WHEREAS, no toll increases for CFX's system have been approved during the past 18 years and the last toll increase was approved on July 1, 1990; and

WHEREAS, CFX's latest revenue projections indicate debt service coverage ratios are likely to fall below CFX's current Board policy; and

WHEREAS, the CFX Board desires to provide improved transportation to the Central Florida region by building certain projects outlined in its 2030 Master Plan; and

WHEREAS, CFX has already reduced its operating budget by greater than 10% for FY 2009; and

WHEREAS, all public notice requirements necessary for rule adoption have been fulfilled.

NOW, THEREFORE, the following Rule is hereby adopted by the governing Board of CFX:

Section 1. TOLL STRUCTURE ADOPTION. The current Rule 2-9.001 entitled Toll Schedules to be amended and replaced by the document entitled Proposed System Toll Structure, which is attached hereto as Exhibit "A" and incorporated herein. This new Toll Structure shall take effect at 12:01 a.m. April 5, 2009.

Section 2. FUTURE ADJUSTMENTS. In addition to the Toll Structure adopted as Exhibit "A", beginning on July 1, 2012 and every five years thereafter, all tolls shall be adjusted to reflect the higher of either the combined annual increases to the Consumer Price Index for All Urban Consumers (CPI-U) in the South or three percent per annum. The rate for cash collections shall always be rounded upward to the next quarter. The rate for electronic collection shall be based upon the actual calculated percentage rounded to the nearest cent.

Section 3. EFFECTIVE DATE. This Rule shall become effective April 5, 2009.

Section 4. CODIFICATION. This Rule shall be codified in the CFX Index of Policy and Procedures as Chapter 2-9, Section 2-9.001.

ADOPTED this 26<sup>th</sup> day of February, 2009.

(see below)

\_\_\_\_\_  
Michael Snyder, P.E.  
Executive Director

ATTEST:

  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality

  
\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

**Pursuant to CFX Resolution 2014-263 as adopted on July 10, 2014, this policy has been administratively revised to substitute the Central Florida Expressway Authority as the correct legal entity.**

# EXHIBIT "A"

## Proposed System Toll Structure

Roadway	2 Axles <sup>(A)</sup>	3 Axles	4 Axles	5 Axles	6 Axles
<b>S.R. 528</b>					
Airport Plaza	\$1.00	\$1.50	\$1.75	\$2.25	\$2.25
Beachline Main Plaza <sup>(B)</sup>	\$1.25	\$2.25	\$2.75	\$3.25	\$3.25
International Corporate Park <sup>(C)</sup>	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
<b>S.R. 408</b>					
Good Homes Road <sup>(D)</sup>	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Hiawassee Main Plaza	\$0.75	\$1.50	\$1.75	\$2.25	\$2.25
Hiawassee Road	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Pine Hills Main Plaza	\$1.00	\$1.50	\$1.75	\$2.25	\$2.25
Old Winter Garden Road	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
John Young Parkway (S.R. 423)	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Orange Blossom Trail <sup>(E)</sup>	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Mills Avenue <sup>(E)</sup>	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Bumby Avenue <sup>(E)</sup>	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Conway Road	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Andes/Semorán Blvd	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Conway Main Plaza	\$1.00	\$1.50	\$1.75	\$2.25	\$2.25
Semorán Boulevard (S.R. 436)	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Dean Road	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Dean Main Plaza	\$0.75	\$1.50	\$1.75	\$2.25	\$2.25
Rouse Road	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
<b>S.R. 417</b>					
John Young Main Plaza	\$1.25	\$1.75	\$2.25	\$2.75	\$2.75
John Young Parkway (S.R. 423)	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Orange Blossom Trail <sup>(E)</sup>	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Landstar Boulevard	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Boggy Creek Main Plaza	\$1.25	\$1.75	\$2.25	\$2.75	\$2.75
Boggy Creek Road <sup>(E)</sup>	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Lake Nona Boulevard <sup>(E)</sup>	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Narcoossee Road	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Moss Park Road <sup>(D)</sup>	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Innovation Way <sup>(D)</sup>	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Lee Vista Boulevard	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Curry Ford Main Plaza	\$0.75	\$1.50	\$1.75	\$2.25	\$2.25
Curry Ford Road (S.R. 552)	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Valencia College Lane <sup>(E)</sup>	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Colonial Drive (S.R. 50)	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
University Main Plaza	\$0.75	\$1.50	\$1.75	\$2.25	\$2.25
University Boulevard	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
<b>S.R. 429</b>					
Forest Lake Main Plaza	\$1.25	\$1.75	\$2.25	\$2.75	\$2.75
West Road	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
S.R. 438 <sup>(E)</sup>	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
C.R. 535	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Independence Main Plaza	\$1.25	\$1.75	\$2.25	\$2.75	\$2.75
New Independence Parkway	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
<b>S.R. 414</b>					
Maitland Main Plaza	\$1.00	\$1.50	\$2.00	\$2.50	\$2.50
Keene Road	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Hiawassee Road <sup>(D)</sup>	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

**Notes:**

(A) Includes motorcycles.

(B) The toll listed for this plaza is what is collected by the Authority. In addition to this toll, the customer also pays a toll based on a per axle toll rate of \$0.25 (for each axle above the first axle and capped at \$1.00), which is allocated to FDOT and, therefore, is not listed in the table.

(C) The toll listed for this plaza is what is collected by the Authority. In addition to this toll, the customer also pays an additional toll rate of \$0.25 (regardless of the number of axles), which is allocated to FDOT and, therefore, is not listed in the table.

(D) Future plazas.

(E) Toll rate does not change from existing.



January 26, 2017

Dear Central FL Expressway Board Members,

The Central Florida Expressway (CFX) Authority's Toll increase was mentioned for future discussion at last month's board meeting. As we approach the impending increase as outlined in the 2009 Toll Policy adopted by the previous Orlando Orange County Expressway Authority, I would like for Laura and her team to work with the newly appointed Treasurer, Jay Madara, to review the current toll policy in light of actual revenues generated and updated projections. Since CFX revenues have averaged 10 – 11% over projections for the past two years, there may be an opportunity to take a more moderate approach to the upcoming increase as well as toll rates in future years. I would ask Jay and staff to be prepared to address and discuss recommendations relating to the toll policy going forward at the February meeting.

Sincerely,

Mayor Buddy Dyer  
Chairman of Central FL Expressway Authority

# PROPOSED 2017 RULE





# CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTION OF A RULE AMENDING CFX RULE 2-9.001 TOLL SCHEDULES

WHEREAS, the Central Florida Expressway Authority (CFX), an independent special district operating pursuant to Florida Statutes Chapter 189 and Part III of Florida Statutes Chapter 348, is charged with the ownership and operation of the CFX Expressway System; and

WHEREAS, F.S. 348.754(2)(f) provides that CFX shall have the right to fix, alter, charge, establish and collect rates, fees, rentals and other charges for the services and facilities of CFX Expressway System, which rates, fees, rentals and other charges shall always be sufficient to comply with any covenants made with the holders of any bonds issued by CFX; and

WHEREAS, such rates, fees, rentals and other charges are sufficient to satisfy the CFX Board's planning level of debt service coverage; and

WHEREAS, the currently effective Toll Schedule was adopted on February 26, 2009 and included provisions for an automatic adjustment every five years to reflect the higher of either the cumulative annual increase to the Consumer Price Index for all Urban Consumers (CPI-U) in the South or three percent per annum; and

WHEREAS, the next scheduled automatic adjustment for the previous five (5) year period is scheduled to occur on July 1, 2017 and would otherwise be in the amount of 15%; and

WHEREAS, the CFX Board desires to eliminate the above referenced increase; and

WHEREAS, all public notice requirements applicable to CFX for rule adoption have been fulfilled and a public hearing has been held.

NOW, THEREFORE, the following Rule is hereby adopted by the governing Board of CFX:

Section 1. FUTURE ADJUSTMENTS. Section 2 of the current Rule 2-9.001 is hereby amended to repeal the following language:

~~In addition to the Toll Structure adopted as Exhibit "A", beginning on July 1, 2012 and every five years thereafter, all tolls shall be adjusted to reflect the higher of either the combined annual increases to the Consumer Price Index for All Urban Consumers (CPI-U) in the South or three percent per annum. The rate for cash collections shall always be rounded upward to the next quarter. The rate for electronic collection shall be based upon the actual calculated percentage rounded to the nearest cent.~~

Section 2. FUTURE ADJUSTMENTS. A new Section 2 of Rule 2-9.001 is hereby adopted as follows:

Beginning on July 1, 2018 and every year thereafter, all then current tolls shall be automatically adjusted to an amount higher of either the annual increase to the Consumer Price Index for All Urban Consumers (CPI-U) in the South or one and one-half percent per annum.

The rate for cash collections shall be increased upward to the next quarter when the electronic rate reaches to within 10% of the cash rate at each individual plaza. The rate for electronic collection shall be based upon the actual calculated percentage rounded to the nearest cent. The rate for Pay-by-Plate collection will be set by CFX based on actual costs.

Section 3. EFFECTIVE DATE. This Rule shall become effective February 9, 2017.

Section 4. CODIFICATION. This Rule shall be codified in the CFX Index of Policy and Procedures as Toll Operations Rule 2017-1.

ADOPTED this 9<sup>th</sup> day of February, 2017.

---

Buddy Dyer  
Chairman CFX

ATTEST: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality

---

Joseph L. Passiatore  
General Counsel