*AMENDED AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
September 7, 2017
3:00 p.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 AUGUST 13, 2017 BOARD MEETING MINUTES (action Item)
- D. APPROVAL OF CONSENT AGENDA (action Item)
- E. REPORTS
 - Chairman's Report
 - 2. Treasurer's Report
 - 3. Executive Director's Report
- F. REGULAR AGENDA ITEMS
 - 1. PROPOSED SETTLEMENT WITH PROJECT ORLANDO FOR PARCELS 197/897, 230, 257 AND 267, WEKIVA PARKWAY PROJECT (PROJECTS 429-203 AND 429-204)

 Jay W. Small, Mateer Harbert, P.A. (action item)
 - 2. **CFX'S PREPARATION FOR CONNECTED/AUTONOMOUS VEHICLES**, *Bryan Homayouni, Manager of Traffic Operations* (info. item)

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- G. BOARD MEMBER COMMENT
- H. ADJOURNMENT

This meeting is open to the public.

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

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

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

^{*}Amended as to Consent Agenda Item #17.

C.

APPROVAL OF BOARD MEETING MINUTES

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY **BOARD MEETING** August 10, 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 Jim Barfield, Brevard County Commissioner Brenda Carey, Seminole County Andria Herr, Gubernatorial Appointment Commissioner Sean Parks, Lake County Commissioner Jennifer Thompson, Orange County S. Michael Scheeringa, Gubernatorial Appointment

Board Member Not Present:

Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

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

A. CALL TO ORDER

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

B. PUBLIC COMMENT

Mr. William Pons commented on the SR 408 Fastern Extension.

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C. APPROVAL OF MINUTES

A motion was made by Commissioner Thompson and seconded by Commissioner Carey to approve the July 13, 2017 Board Meeting Minutes as presented. The motion carried with nine (9) members present and voting AYE by voice vote; Mayor Jacobs was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

ACCOUNTING/FINANCE

- 1. Approval of Insurance Proposal with FMIT at a premium not to exceed \$158,000.00 and approval of cyber liability insurance with Traveler's Insurance in the amount of \$42,241.00
- Approval of Contract Award for Financial Advisor Services to PFM Financial Advisors, LLC Contract No. 001245 (Agreement value: Not-to-exceed \$765,000.00)
- 3. Authorization to advertise Request for Proposals for Minority Co-Financial Advisor Contract No. 001336

CONSTRUCTION

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

a. Project 253F The Lane Construction Corp.
b. Project 528-313 The Lane Construction Corp.
c. Project 599-525 Traffic Control Devices, Inc.
\$40,492.11
\$328,278.62
\$(\$91,123.80)

- Approval of Contract Award for construction of a Pre-Cast Wall to Prince Contracting LLC Contract No. 001338/Project No. 429-202A (Agreement value: \$184,734.54)
- 6. Authorization to advertise for construction bids for the Renovation of the East Side Service Center Contract No. 001337

ENGINEERING

- 7. Approval of Supplemental Agreement No. 2 with DRMP, Inc. for Post Design Consultant Services on SR 408 Widening from SR 417 to Alafaya Trail Contract No. 001066/Project No. 408-128 (Agreement value: Not-to-exceed \$757,745.94)
- 8. Approval for the Executive Director to enter into a purchase agreement with TM-Econ Mitigation Bank to satisfy permit requirements to offset wetland impacts associated with Project 408-128 SR 408 Widening from SR 417 to Alafaya Trail (Agreement value: \$135,000.00)

<u>MAINTENANCE</u>

- Approval of Contract Award for SR 417/Boggy Creek Road Systems Interchange Landscape Improvements to LaFleur Nurseries and Garden - Contract No. 001311/Project No. 417-301D (Agreement value: \$1,410,713)
- 10. Approval of Los Dos Amigos Landscaping, LLC as subconsultant to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services Contract No. 001151

OPERATIONS

- 11. Approval of Contract Renewal with Southwest Research Institute for maintenance and support of Data Server Contract No. 001068 (Agreement value: \$491,652.00)
- 12. Approval of Contract Award for Supplemental Data Collection Sensor and CCTV Deployment Project to DRMP, Inc. Contract No. 001285/Project No. 599-537 (Agreement value: Not-to-exceed \$470,000.00)
- 13. Approval of MEC Personnel Consultants, Inc. d/b/a Brightwing as subconsultant to TransCore, LP for the Toll System Upgrade Project Contract No. 001021
- 14. Approval of Maintenance Agreement with Monet Software, Inc. for software licensing and support Contract No. 001335 (Agreement value: \$90,900.00)

Consent Agenda item #6 was pulled.

A motion was made by Commissioner Carey and seconded by Commissioner Thompson to approve the Consent Agenda with the exception of #6. The motion carried with nine (9) members present and voting AYE by voice vote; Mayor Jacobs was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Dyer talked about the opening of the Wekiva Parkway that was held on July 27.
- Chairman Dyer thanked CFX staff and Turnpike staff for successfully completing negotiations for the Interoperability Agreement, which will be presented for approval later today.

2. TREASURER'S REPORT

Mr. Madara reported that toll revenues for June were \$35,696,286 which is 8% above projections and 6% above prior year. CFX's total revenues were \$37.1 million for the month.

Total OM&A expenses were \$14.8 million for the month and \$77.5 million year-to-date, which is 3% under budget.

After debt service the total net revenue available for projects was \$8 million for June and \$188 million year-to-date. Our projected year end senior lien debt service ratio is 2.13 which is higher than our budgeted ratio of 1.98

It was noted that all the numbers for June, which is the last month of our fiscal year, are subject to year-end accruals and therefore, the numbers reported today are not final.

Mr. Madara reported on the rating agency meetings in New York last month. The feedback was positive from all three rating agencies.

Mr. Madara thanked CFX staff for redesigning the customer statement to make it more user friendly, as well as provide a place to communicate with our customers.

3. EXECUTIVE DIRECTOR'S REPORT

Laura Kelley provided the Executive Director's Report in written form. She verbally expanded on some of the items in her report.

Ms. Kelley introduced Courtney Powell from Ace Applications, who is currently working under the Small Business Program on the Toll System Replacement Project. Mr. Powell thanked CFX for the opportunity to work on this project and talked about how this experience has enhanced his company.

Commissioner Jim Barfield reported on his meeting in Washington, DC last month. The meeting connected county commissioners with federal governmental staff on various topics. Commissioner Barfield will share the contact information for the intergovernmental affairs representatives for the other Board members use.

Ms. Kelley announced that Director of Maintenance Claude Miller will be retiring from CFX on September 8 and Executive Assistant Darleen Mazzillo will be retiring on August 15. Mimi Lamaute will now serve as Board Services Coordinator. A resolution was adopted later in the meeting in appreciation for Ms. Mazzillo's 31 years of service.

F. REGULAR AGENDA ITEMS

1. INTEROPERABILITY AGREEMENT

Executive Director Laura Kelley requested approval of the Interoperability and Payment Processing Agreement with the Florida Department of Transportation.

This agreement facilitates continued interoperability between E-PASS, SunPass, North Carolina and Georgia. It also provides opportunities for both parties to add facilities in the future. The agreement has an initial 10 year term.

The price per transaction processed will be a reciprocal three cents, which staff deems reasonable and acceptable.

A motion was made by Commissioner Hawkins and seconded by Commissioner Carey to approve the Interoperability and Payment Processing Agreement with the Florida Department of Transportation as presented. The motion carried with nine (9) members present and voting AYE by voice vote; Mayor Jacobs was not present.

2. REVIEW OF STRATEGIC PLAN AND INITIATIVES

Chief of Staff/Public Affairs Officer Michelle Maikisch presented the first year performance results, as part of the Five Year Strategic Plan that was adopted by the Board in April 2016.

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

3. S.R. 408 OPERATIONAL IMPROVEMENTS

Director of Engineering Glenn Pressimone requested Board approval to amend the adopted FY 2018-2022 Work Plan to include the SR 408/Rio Grande Interchange and to authorize advertisement for a Professional Services Consultant to perform final design of the SR 408/Rio Grande Interchange. CFX is coordinating with the City of Orlando on these improvements.

Mr. Pressimone reviewed the three alternatives that were considered. Staff recommends Alternative 1 because it provides better connectivity to the local street network and stadium parking areas. The total project cost for this project is estimated at \$17,795,000.

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

A motion was made by Commissioner Hawkins and seconded by Commissioner Parks to amend the adopted FY 2018-2022 Work Plan to include the SR 408/Rio Grande Interchange and to authorize advertisement for a Professional Services Consultant to perform final design of the SR 408/Rio Grande Interchange and to give staff the latitude to make changes as necessary. The motion carried with nine (9) members present and voting AYE by voice vote; Mayor Jacobs was not present.

G. BOARD MEMBER COMMENT

There were no comments from the Board members.

H. ADJOURNMENT

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

Buddy Dyer Chairman Central Florida Expressway Authority	Darleen Mazzillo Recording Secretary/Executive Assistant Central Florida Expressway Authority
Minutes approved on, 20^2	17.

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

D.Consent Agenda

*AMENDED CONSENT AGENDA September 7, 2017

ACCOUNTING/FINANCE

1. Authorization to Advertise for Proposals for Cost to Collect Analysis, Contract No. 001352

CONSTRUCTION

- 2. Authorization to Advertise for Construction Bids S.R. 408 Milling & Resurfacing from S.R. 50 to Ortman Drive, Project No. 408-742A, Contract No. 001355
- 3. Authorization to Advertise for Construction Bids S.R. 408 Milling & Resurfacing from Ortman Drive to Westmoreland Drive, Project No. 408-742B, Contract No. 001356
- 4. Authorization to Advertise for Construction Bids S.R. 528 / Boggy Creek Road Interchange Improvements, Project 528-145, Contract No. 001357
- 5. Approval of Final Ranking and Authorization to enter into Fee Negotiations for Construction, Engineering and Inspection Services for S.R. 417 Widening from Econlockhachee to Seminole County with Target Engineering Group, Project No. 417-134, Contract No. 001315
- 6. Approval of Construction Contract Modifications on the following projects:

	1		
a.	Project 528-138	Southland Construction, Inc.	(\$52,301.67)
b.	Project 417-133	Gregory Construction, Inc.	(\$121,627.93)
C.	Project 429-202	Prince Contracting, LLC	\$70,887.46
d.	Project 429-204	Southland Construction, Inc.	\$118,295.70
e.	Project 528-131	SEMA Construction, Inc.	(\$37,378.85)
f.	Project 528-313	The Lane Construction Corp.	\$301,471.80
g.	Project 429-206	GLF Construction Corp.	\$169,734.54

7. Approval to Award Contract to CDM Smith, Inc. for Construction, Engineering and Inspection Services for S.R. 408/417 Interchange Improvements Phase 2, Project No. 408-253G, Contract No. 001278 (Agreement Value: Not-to-Exceed \$5,300,000.00)

ENGINEERING

8. Approval of Final Ranking and Authorization for Fee Negotiations for Concept, Feasibility & Mobility Studies of the Northeast Connector Expressway Extension with Volkert, Project No. 599-215, Contract No. 001209

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<u>INFORMATION TECHNOLOGY (IT)</u>

- Authorization to Execute Cooperative Purchase Agreement with 4 Corner Resources, LLC for Information Technology Staff Augmentation Services, Contract No. 001347 (Agreement Value: \$2,063,000.00)
- 10. Approval of Purchase Order to Oracle America, Inc. for Software Update Licenses and Support (Agreement Value: \$62,936.18)

LEGAL

- 11. Approval of Proposed Settlement Agreement of Expert Fees and Costs with Anthony Randall Carter in the amount of \$56,202.47 for Parcel 252, Project 492-204
- 12. Approval of Proposed Settlement Agreement in the amount of \$545,300.00 with William S. Bennett and Peggy H. Bennett for Parcel 260, Project 429-204
- 13. Approval of Proposed Settlement Agreement with Ramlee Holdings Limited Partnership in the amount of \$3,558,647.75 for Parcel 330 (Parts A, B and C), Parcel 730 and Parcel 731A and 731B, Project 429-206
- 14. Approval of Proposed Settlement Agreement with Hill's of Florida, LLC in the amount of \$14,800 for Parcel 336, Project 429-206
- 15. Approval of Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a Duke Energy for Parcels 287/887, 288, 289 (Parts A and B), 889 (Parts A and B), 890, and 292, Project 429-205
- 16. Approval of Proposed Update to the Central Florida Expressway Authority's Property Acquisition & Disposition Procedures Manual to include Policies and Procedures to Address Requests for Utility Crossings and Requests for Temporary Access

MAINTENANCE

17. Approval of Contract Award to LaFleur Nurseries & Garden Center, LLC for S.R. 429 Wekiva Parkway Landscape, Project No. 429-824, Contract No. 001289 (Agreement Value: \$2,990,343.50)

OPERATIONS

- 18. Approval of Fortitude International, LLC as Subconsultant for the Toll System Upgrade Project Contract with TransCore, Contract No. 001021
- 19. Approval of Purchase Order to TAPCO for Camera equipment for Wrong Way Driving System (Agreement Value: \$106,240.00)
- 20. Authorization to Advertise for Rapid Incident Scene Clearance Services, Contract No. 001346
- 21. Award of Contract to Convergint Technologies for CFX Headquarters Building Security Systems Upgrades, Project 599-527, Contract No. 001275 (Agreement Value: \$381,200.00)

RECORDS MANAGEMENT

- 22. Approval of Contract Renewal with The DRS Group of Florida for Document Conversion Services, Contract No. 000978 (Agreement value: \$40,000.00)
- 23. Approval of Proposed Mediated Settlement Agreement with Harrell & Sutherland Development Company, a Florida Corporation in the amount of \$770,000.00 for Parcel 313, Project 429-206

^{*}Amended as to Consent Agenda Item #23

CONSENT AGENDA ITEM #1

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams

Director of Procurement

DATE:

August 21, 2017

SUBJECT:

Request for Authorization to Advertise for

Proposals for Cost to Collect Analysis

Contract No. 001352

Board authorization is requested to advertise for Request for Proposals from qualified firms to perform an analysis of CFX's cost to collect a toll transaction. Services will include providing a detailed report of CFX's current toll rate structures and the associated costs to collect.

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

Reviewed by:

Lisa Lumbard

Chief Financial Officer

CONSENT AGENDA ITEM #2

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 28, 2017

SUBJECT:

Authorization to Advertise for Construction Bids

S.R. 408 Milling & Resurfacing from S.R. 50 to Ortman Drive

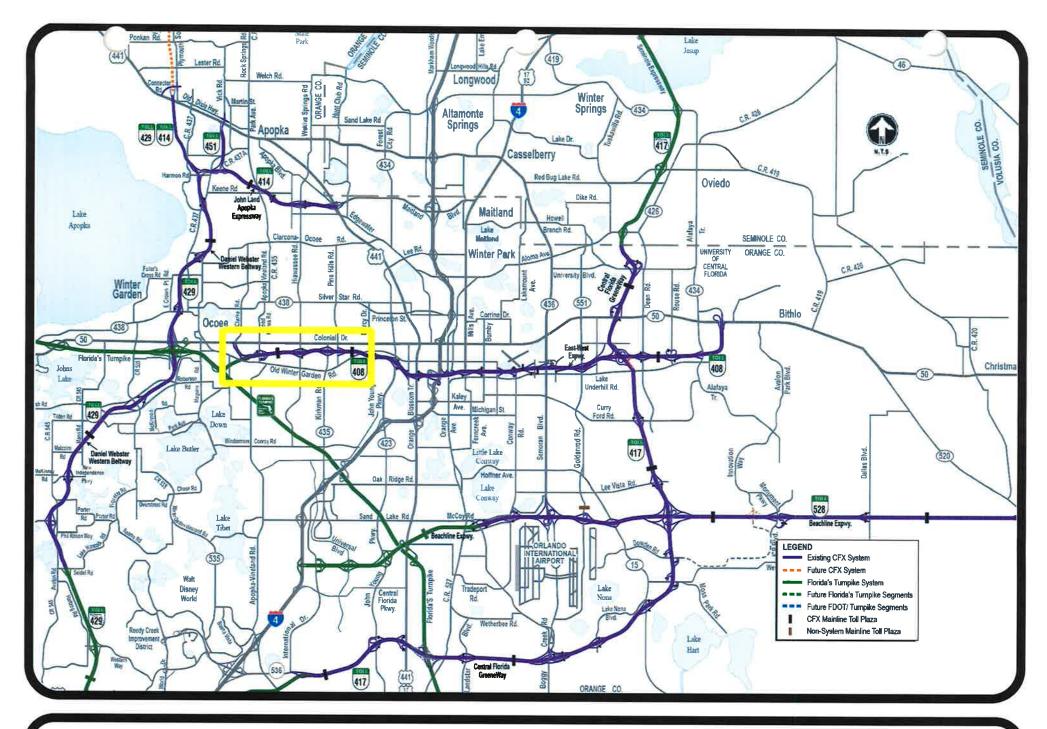
Project 408-742A, Contract No. 001355

Board authorization is requested to advertise for construction bids for the S.R. 408 Milling & Resurfacing from S.R. 50 near Ocoee, Florida to Ortman Drive. This project includes the milling, resurfacing, restriping and ground-mount sign replacements. The limits of the current construction project from Good Homes Road to Hiawassee Road are excluded from this project.

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

Reviewed by:

Glenn Pressimone, PE Director of Engineering



Project Location Map for S.R. 408 Milling & Resurfacing from S.R. 50 to Ortman Drive (408-742A)

CONSENT AGENDA ITEM #3

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 28, 2017

SUBJECT:

Authorization to Advertise for Construction Bids

S.R. 408 Milling & Resurfacing from Ortman Drive to Westmoreland Drive

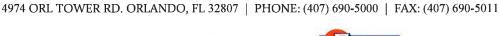
Project 408-742B, Contract No. 001356

Board authorization is requested to advertise for construction bids for the S.R. 408 Milling & Resurfacing from Ortman Drive to Westmoreland Drive. The construction limits of the I-4 Ultimate project are excluded from this project. The project includes the milling, resurfacing, restriping and ground-mount sign replacements.

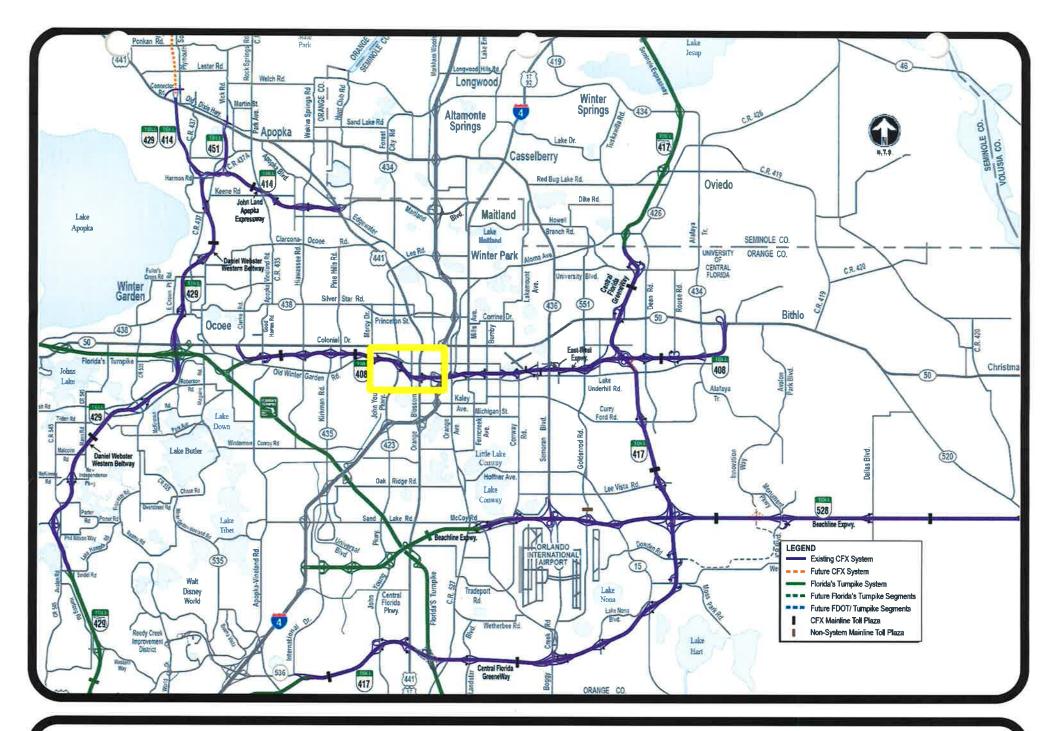
This project is included in the current Five-Year Work Plan.

Reviewed by:

Glenn Pressimone, PE Director of Engineering







Project Location Map for S.R. 408 Milling & Resurfacing from Ortman Drive to Westmoreland Drive (408-742B)

CONSENT AGENDA ITEM #4

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procuremen

DATE:

August 28, 2017

SUBJECT:

Authorization to Advertise for Construction Bids

S.R. 528 / Boggy Creek Road Interchange Improvements

Project 528-145, Contract No. 001357

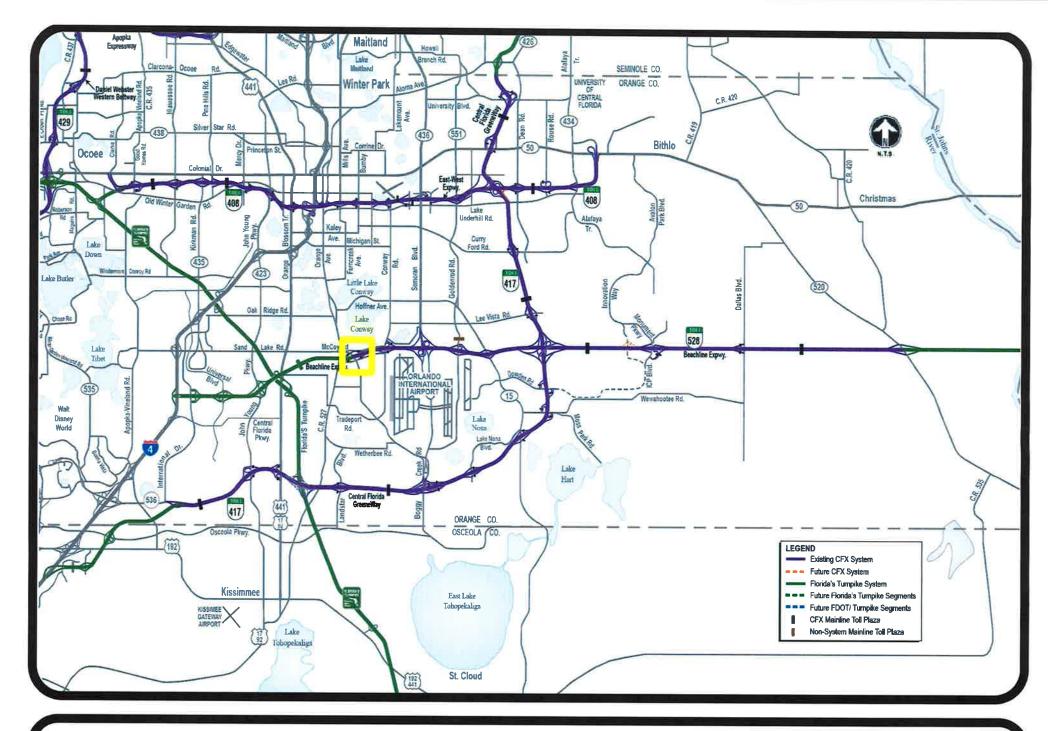
Board authorization is requested to advertise for construction bids for the S.R. 528 / Boggy Creek Road Interchange Improvements. This project consists of pavement marking and signage enhancements to McCoy Road and Boggy Creek Road to improve interchange operability for travelers using the S.R. 528 Eastbound ramp at this interchange.

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

Reviewed by:

Glenn Pressimone, PE Director of Engineering





Project Location Map for S.R. 528 / Boggy Creek Road Interchange Improvements (528-145)

CONSENT AGENDA ITEM #5

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 31, 2017

SUBJECT:

Approval of Final Ranking and Authorization for Fee Negotiations for Construction

Engineering and Inspection Services for S.R. 417 Widening from Econlockhachee to

Seminole County with Target Engineering Group

Project No. 417-134; Contract No. 001315

Letters of Interest for the referenced project was advertised on May 28, 2017. Responses were received from six (6) firms by the June 20, 2017, deadline. Those firms were DRMP, Inc., Volkert, Inc., Eisman & Russo Consulting Engineers, Target Engineering Group, HNTB and GAI Consultants.

After reviewing and scoring the letters of interest, the Evaluation Committee met on July 10, 2017, and shortlisted the top four firms (DRMP, Volkert, Eisman & Russo Consulting Engineers and Target Engineering Group).

Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on August 31, 2017. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The results of that process were as follows:

Consultant Firm	Ranking
Target Engineering Group	01
Eisman & Russo Consulting Engineers	02
Volkert, Inc.	03
DRMP, Inc.	04

Board approval of the final ranking and authorization to enter into fee negotiations with Target Engineering Group is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of a contract will be requested. If negotiations with Target Engineering Group are not successful, Board authorization to enter into negotiations with the second ranked firm, Eisman & Russo Consulting Engineers is requested.

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

Reviewed by:

Ben Dreiling

Director of Construction

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LOI-001315 Committee Meeting August 31, 2017 Minutes

Technical Review Committee for CEI Services for S.R. 417 Widening from Econlockhatchee to Seminole County; Project No. 417-134, Contract No. 001315, held a duly noticed meeting on Thursday, August 31, 2017, commencing at 9:03 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Ben Dreiling, Director of Construction Glenn Pressimone, Director of Engineering Joe Berenis, Chief of Infrastructure

Other Attendees:

Robert Johnson, Manager of Procurement

Presentations / Q and A:

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

DRMP, Inc.	09:06 – 09:42 a.m.
Eisman & Russo Consulting Engineers	09:52 – 10:25 a.m.
Target Engineering Group	10:35 – 11:08 a.m.
Volkert, Inc.	11:17 – 11:48 a.m.

Evaluation Portion:

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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Target Engineering Group	261	01
Eisman & Russo Consulting Engineers	241	02
Volkert, Inc.	234	03
DRMP, Inc.	229	04

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

They're being no other business to come before the Committee; the meeting was adjourned at 12:00 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, August 31, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by

Approved by:

Ben Dreiling

Robert Johnson

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CEI SERVICES FOR S.R. 417 WIDENING FROM ECONLOCKHATHEE TO SEMINOLE COUNTY

PROJECT NO. 417-134, CONTRACT NO. 001315

CONSULTANT	Glenn Pressimone Score	Ben Dreiling Score	Joe Berenis Score	TOTAL SCORE	RANKING
DRMP, Inc	3	4	4	11	4
Eisman & Russo Consulting Engineers	2	3	2	7	2
Target Engineering Group	1	1	1	3	1
Volkert, Inc.	4	2	3	9	3

EVALUATION COMMITTEE MEMBERS:

Thursday, August 31, 2017

Thursday, August 31, 2017

Thursday, August 31, 2017

CONSENT AGENDA ITEM #6

MEMORANDUM

TO:

CFX Board Members

FROM:

Ben Dreiling, P.E.

Director of Construction

DATE:

August 29, 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 (\$) September 2017		Total Amount (\$) to Date*	Time Increase or Decrease
528-138	Southland Construction, Inc.	SR 528 / Conway Interchange Pond Improvements	\$	819,000.00	\$ 107,120.00	\$	(52,301.67)	\$	873,818.33	0
417-133	Gregory Construction, Inc.	SR 417 / Curry Ford Rd. SB On Ramp Improvements	\$	1,923,666.93	\$ Ξ.	\$	(121,627.93)	\$	1,802,039.00	0
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	\$	56,152,429.00	\$ 1,068,045.26	\$	70,887.46	\$	57,291,361.72	0
429-204	Southland Construction, Inc.	SR 429 Systems Interchange	\$	79,625,302.60	\$ 2,700,634.46	\$	118,295.70	\$	82,444,232.76	0
528-131	SEMA Construction, Inc.	SR 528 Econlockhatchee River Bridge Replacement	\$	17,777,000.00	\$ 3 .	\$	(37,378.85)	\$	17,739,621.15	0
528-313	The Lane Construction Corp.	SR 528 / Innovation Way Interchange	\$	62,452,032.01	\$ (275,516.16)	\$	301,471.80	\$	62,477,987.65	0
429-206	GLF Construction Corp.	SR 453, Lake County Line to SR 46	\$	49,482,671.93	\$ 86,048.31	\$	169,734,54	\$	49,738,454.78	0

TOTAL 449,081.05

Reviewed By:

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

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

Contract 528-138: SR 528 / Conway Interchange Pond Improvements Southland Construction, Inc. SA 528-138-0917-02

Decrease Contract Items

Decrease the existing pay items to reflect the actual expenditures on this contract.

DECREASE THE FOLLOWING ITEMS:

Work Order Allowance \$ (42,301.67)
Allowance for Disputes Review Board \$ (10,000.00)

TOTAL AMOUNT FOR PROJECT 528-138

\$ (52,301.67)

Contract 417-133: SR 417 / Curry Ford Rd. SB On Ramp Improvements Gregory Construction, Inc. SA 417-133-0917-01

Modify Contract Items

Adjust the following pay items to reflect the actual quantity of work performed and completed on this project.

MODIFY THE FOLLOWING ITEMS:

MOT for Roadway Repair Contingency	\$ (549.00)
Portable Changeable Message Sign, Temp	\$ (5,590.00)
Removal of Existing Concrete Pavement	\$ 2,320.00
Optional Base, Base Group 04, Type B-12.5 Only	\$ 1,804.00
Optional Base, Base Group 09, LBR 100 with Prime	\$ 3,075.00
Roadway Repair Contingency	\$ (58,400.00)
Superpave Asphaltic Concrete, Traffic Level C	\$ 8,737.40
Superpave Asphaltic Concrete, Traffic Level D	\$ 4,194.00
Superpave Asphaltic Concrete, Traffic C, PG 76-22, PMA	\$ (9,897.40)
Superpave Asphaltic Concrete, Traffic D, PG 76-22, PMA	\$ (1,080.40)
Asphaltic Concrete Friction Course incl. Bit, FC-5, PG 76-22, PMA, Blk Granite	\$ 8,968.80
Asphaltic Concrete Friction Course incl. Bit, FC-12.5, PG 76-22, PMA, Blk Granite	\$ (6,605.60)
Miscellaneous Asphalt Pavement	\$ 55.20
Desilt Pipe, 25"-36"	\$ 1,736.00
Concrete Ditch Pavement, Non-Reinforced, 4"	\$ 20,026.00
Riprap, Rubble, F&I, Ditch Lining	\$ 684.40
Guardrail Roadway	\$ (228.00)
Guardrail Reset	\$ 120.00
Performance Turf, Sod	\$ 9,200.00
Work Order Allowance	\$ (90,198.33)
Allowance for Disputes Review Board	\$ (10,000.00)

TOTAL AMOUNT FOR PROJECT 417-133

\$ (121,627.93)

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

Prince Contracting, LLC SA 429-202-0917-08

Painting of Wire Ways and of Modifications to Toll Gantry

Wire ways and toll equipment brackets were furnished and installed consistent with the requirements of the contract. Painting was required to achieve the aesthetics desired.

ADD THE FOLLOWING ITEMS:

AET Plaza Gantry, Paint Wire Ways	::	\$ 11,857.88
AET Plaza Gantry, Paint Gantry Mods		\$ 14,960.62
		\$ 26.818.50

Modify Contract Pay Items

The following are adjustments to Contract Pay Items quantities to reflect field measurements of completed work.

MODIFY THE FOLLOWING ITEMS:

Inlets, DT Bot, Type B < 10'	\$ (3,000.00)
Pipe Culvert, Rnd., 15", Storm and CD	\$ 150.00
Pipe Culvert, Rnd., 18", Storm and CD	\$ 3,010.00
U-Endwall with Baffles, 1:3, 18"	\$ 1,100.00
Performance Turf, Sod	\$ 201,180.00
Small Fiber Optic Pull Box, F&I	\$ 1,500.00
FO Conduit Blk. Steel Pipe with 9-1" HDPE/SDR 11 Trench	\$ 5,850.00
FO Conduit 4" PVC Outer with 4-1" HDPE/SDR 11 Trench	\$ (1,190.00)
FO Conduit 6" PVC Outer with 9-1" HDPE/SDR 11 Trench	\$ 4,003.50
Systems Auxiliaries, F&I, Concrete Pedestals, Type II	\$ 1,200.00
• • • • • • • • • • • • • • • • • • • •	\$ 213,803,50

Deletion of Architectural Special Walls, Precast (Parcel 125)

Delete the architectural special wall at Parcel 125. Due to Contractor performance, CFX has elected to pursue the construction of this wall through an alternate project.

MODIFY THE FOLLOWING ITEM:

Architectural Special Walls, Precast	\$	(169,734.54)
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<u>TOTAL AMOUNT FOR PROJECT 429-202</u> \$ 70,887.46

Contract 429-204: SR 429 Systems Interchange Southland Construction, Inc. SA 429-204-0917-06

Selective Clearing

This change is requested to compensate for CFX's direction to remove undesirable or damaged trees and vegetation in areas not scheduled for standard clearing and grubbing. The value of this work was determined by tracking time and material utilized for the effort.

ADD THE FOLLOWING ITEM:

Selective Clearing

\$ 26,445.70

Painting Backs of Signs

CFX requires the aesthetic details be consistent throughout the corridor. Painting the backs of signs is being added to this project to accomplish this aesthetic consistency.

ADD THE FOLLOWING ITEM:

Painting Backs of Signs

\$ 25,489.33

Cantilever Sign Structure and Partial Depth Casing

During the drilling operation for the construction of the cantilever sign structure foundations a collapse of the excavated shaft was experienced. An alternate design utilizing a shortened truss and a permanent partial depth steel casing for the drilled shaft foundation was then specified and constructed.

ADD THE FOLLOWING ITEM:

Cantilever Sign and Partial Depth Casing

\$ 33,939.00

Restaining of Wall 14

The contract documents require that all the MSE walls receive staining in accordance with the aesthetic plans. CFX desires that the entire Wekiva Parkway have a consistent aesthetic appeal. Based on a site inspection, CFX determined that Walls 14 and 14B work require restaining prior to clear coating in order to match the rest of the Wekiva Parkway.

ADD THE FOLLOWING ITEM:

Restaining of Wall 14

\$ 20,800.61

Lower S-145 and Lower Limerock Base

The Contractor submitted RFI 105 as a result of a conflict in elevation between the drainage structure elevation and the PGL elevation calculation to that same location EOP. The EOR confirmed this conflict in the plans and provided a revised drainage structure elevation. This compensates the contractor for this required re-work.

ADD THE FOLLOWING ITEM:

Lower S-145 and Lower Limerock Base

\$ 11,621.06

TOTAL AMOUNT FOR PROJECT 429-204

118,295.70

Contract 528-131: SR 528 Econlockhatchee River Bridge Replacement SEMA Construction, Inc. SA 528-131-0917-01

Temporary Sheet Pile Wall Substitution

This memoralizes a no cost change to substitute temporary mechanically stabilized earth wall for temporary sheet piling.

ADD THE FOLLOWING ITEM:

Retaining Wall System, Temporary

\$ 156,114.00

DELETE THE FOLLOWING ITEM:

Temporary Critical Sheet Pile

\$ (156,114.00)

Subtotal: Temporary Sheet Pile Wall Substitution

\$

Fiber Optic Network Plan, Revision 1

A plan revision was developed that allowed for a more efficient temporary relocation of the FON during the early stages of the project and that allowed the progression of critical elements of bridge construction.

ADD THE FOLLOWING ITEM:

Temporary FON, Revision 1

\$ (37,378.85)

TOTAL AMOUNT FOR PROJECT 528-131

\$ (37,378.85)

Contract 528-313: SR 528 / Innovation Way Interchange The Lane Construction Corp. SA 528-313-0917-08

Roadway Base, Quantity Increase

The contract includes an insuficient quantity of roadway base material to construct the project as designed.

INCREASE THE FOLLOWING ITEMS:

 Optional Base, Base Group 12
 \$ 219,099.30

 Soil Cement Base, Base Group 1, 300 PSI
 \$ 82,372.50

TOTAL AMOUNT FOR PROJECT 528-313

301,471.80

Contract 429-206: SR 453, Lake County Line to SR 46 GLF Construction Corp. SA 429-206-0917-05

Architectural Special Walls, Precast (Parcel 125)

Project 429-202 required the construction of precast walls along the property line of Parcel 125. The work element is now being transferred to this project to better accommodate the completion schedule of Project 429-202.

ADD THE FOLLOWING ITEM:

Architectural Special Walls, Precast (from 429-202)

\$ 169,734.54

TOTAL AMOUNT FOR PROJECT 429-206

\$ 169,734.54

CONSENT AGENDA ITEM #7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams/

Director of Procurement

DATE:

August 18, 2017

SUBJECT:

Award of Contract to CDM Smith, Inc., for Construction and Engineering and

Inspection Services for S.R. 408/417 Interchange Improvements Phase 2

Project 408-253G, Contract No. 001278

The Board approved on May 12, 2017, the final ranking and authorization to negotiate with firms for CEI Services for S.R. 408/417 Interchange Improvements Phase 2. Negotiations with CDM Smith, Inc. for CEI Services for S.R. 408/417 Interchange Improvements Phase 2 have been completed.

Board award of the contract to CDM Smith, Inc. is requested in the not-to-exceed amount of \$5,300,000.00.

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

Reviewed by:

Ben Dreiling, PE

Director of Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT NO. 001278

THIS AGREEMENT, made and entered into this 14th day of September, 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 CDM SMITH, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

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. 001278, for S.R. 408/S.R. 417 Interchange Improvements Phase 2.
- 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 24 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.

Page One Consultants, Inc.
Mehta and Associates, Inc.
Foundation & Geotechnical Engineering, LLC
Montgomery Consulting Group, 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. 001278 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 \$5,300,000.00. 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

10.0

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.

WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

11.0 TERMINATION

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

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

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

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

completed or partially completed at the time of such termination or abandonment, shall be transferred to retained by CFX.

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

12.0 ADJUSTMENTS

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

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

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

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

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

15.0 THIRD PARTY BENEFICIARY

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

16.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall

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

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

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

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

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:

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

22.0 INSPECTOR GENERAL

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

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

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

24.0 INTEGRATION

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

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

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

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

27.0 SEVERABILITY

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

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 28.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) business days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract.

 Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor

doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

- 28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 28.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

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

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

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

Attn:		
\dagger ttn:		

30.0 GOVERNING LAW AND VENUE

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

31.0 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on _____, 20__. **CENTRAL FLORIDA CONSULTANT EXPRESSWAY AUTHORITY** Director of Procurement Authorized Signature Print Name: Title: Print Name:____ ATTEST:_____(Seal) Secretary or Notary Approved as to form and execution, only General Counsel for CFX

EXHIBIT "A" SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001278, S.R. 408/417Interchange Improvements Phase 2, Project No. 408-253G.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

II. GENERAL REQUIREMENTS

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. <u>BEGINNING AND LENGTH OF SERVICES</u>

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 24 months.

IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work as required to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of the FDOT for inspection of construction projects are set forth in the Department's and the CFX Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variation shall be met. In complying with the aforementioned guide, the

CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production, if required. The CONSULTANT as required by the project documents will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:

- 1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
- 2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system,
- 3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.
- 4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
- 5. Maintain a roadway and bridge construction diary, including weather.
- 6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
- 7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.
- 8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor's survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

- 10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.
- 11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.
- 12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.
- 13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
- 14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
- 15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
- 16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

- 17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.
- 18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.
- 19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents.
- 20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.
- 21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared and a copy transmitted to CFX within two (2) business days following the meeting.
- 22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.
- 23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.
- 24. The CONSULTANT shall review the contractor's baseline CPM Schedule, or other alternative schedule accepted by CFX, as well as the contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. If applicable, use a minimum of the same activity codes

and descriptions listed in the contractor's CPM schedule to prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. <u>Licensing for Equipment Operation</u>

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. <u>Personnel Training and Experience Standards</u>

The following are the minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Construction Project Administration Procedures.
- H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction project. However, if CFX is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX

will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, 2014 edition.
- B. FDOT Roadway and Traffic Design Standards, 2015 edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.
- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.

- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he

may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added with out the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over \$25,000.00 without documented prior authorization of CFX Board.

XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement, but may be required to supplement the CONSULTANT's services under the Agreement.

- A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

CONSENT AGENDA ITEM #8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 31, 2017

SUBJECT:

Approval of Final Ranking and Authorization for Fee Negotiations for

Concept, Feasibility & Mobility Studies of the Northeast Connector Expressway

Extension

Project No. 599-215; Contract No. 001209

Letters of Interest for the referenced project was advertised on May 7, 2017. Responses were received from four (4) firms by the May 23, 2017, deadline. Those firms were: WSP/ USA, Inc., HDR, Inc., Stantec and Volkert.

After reviewing and scoring the letters of interest, the Evaluation Committee met on June 7, 2017, and shortlisted all four (4) firms and requested that Technical Proposals be submitted for review and scoring by June 28, 2017.

Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on July 19, 2017. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The results of that process were as follows:

Consultant Firm	Ranking
Volkert	1
HDR	2
WSP USA, Inc.	3
Stantec	4

Board approval of the final ranking and authorization to enter into fee negotiations with Volkert is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of a contract will be requested. If negotiations with Volkert are not successful, Board authorization to enter into negotiations with the second ranked firm, HDR, is requested.

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

Reviewed by

Glenn Rressimone, P.E.

Director of Engineering

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



LOI-001209 Project 599-215 Committee Meeting July 19, 2017 Minutes

Technical Review Committee for Concept, Feasibility & Mobility Studies of the Northeast Connector Expressway Extension; Contract No. 001209, Project 599-215, held a duly noticed meeting on Wednesday, July 19, 2017, commencing at 9:04 a.m. Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Joe Berenis, Chief of Infrastructure Glenn Pressimone, Director of Engineering Will Hawthorne, Manager of Engineering

Other Attendees:

Aneth Williams, Director of Procurement Saul Rivas, Procurement Analyst

Interviews:

Committee Disclosure forms were collected.

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

HDR	9:00 – 9:35 a.m.
Stantec	9:45 - 10:20 a.m.
Volkert	10:30-11:05 a.m.
WSP USA, Inc.	11:15 - 11:45 a.m.

Evaluation Portion:

Aneth stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members discussed the presentations.

Upon completion the committee members individually scored the proposers and submitted them for tallying. The score sheets were tallied utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

FIRM	Points Points	Ranking
HDR	7	2
Stantec	12	4
Volkert	3	1
WSP USA, Inc.	8	3

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

They're being no other business to come before the Committee; the meeting was adjourned at 12:12 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Wednesday, July 19, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

Aneth Williams, Director of Procurement

Approved by:

Gienn Pressimone, Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CONCEPT, FEASIBILITY & MOBILITY STUDIES OF THE NORTHEAST CONNECTOR EXPRESSWAY EXTENSION

PROJECT NO. 599-215; CONTRACT NO. 001209

CONSULTANT	Joe Berenis Score	Glenn Pressimone Score	Will Hawthorne Score	TOTAL SCORE	RANKING
HDR	2	2	3	7	2
STANTEC	4	4	4	12	4
VOLKERT	1	1	1	3	1
WSP USA, INC.	3	3	2	8	3

EVALUATION COMMITTEE MEMBERS:

July 19, 2017

July 19, 2017

July 19, 2017

CONSENT AGENDA ITEM #9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 21, 2017

RE:

Authorization to Execute Cooperative Purchase Agreement with 4 Corner

Resources, LLC for Information Technology Staff Augmentation Services

Contract No. 001347

Board approval is requested to execute a three year agreement with 4 Corner Resources, LLC, in the not-to-exceed amount of \$2,063,000.00 to provide technical services on an as-need basis to our Information Technology (IT) department. This contract will provide a pool of support personnel from which IT can draw when specialized technical support is required.

This will be a cooperative purchase agreement based on a contract between 4 Corner Resources, LLC and the State of Florida Department of Management Services (DMS) for the same services which will allow us to take advantage of the favorable man-hour rates already negotiated by the State.

Reviewed by:

Jim Greer

Director of IT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT INFORMATION TECHNOLOGY SERVICES CONTRACT NO. 001347

This Contract is made this 14th day of September, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and 4 CORNER RESOURCES, LLC, 135 E. Colonial Drive, Suite 200, Orlando, FL 32801, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide information technology services; and,

WHEREAS, on or about November 15, 2016, the CONTRACTOR entered an agreement with State of Florida Department of Management services (DMS) under its Contract No. 973-561-10-1 to provide substantially the same services as required by CFX; and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with DMS for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the City; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with the City, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

2. CONTRACT TERM AND AMOUNT

The term of the Contract will be three (3) years from the date established in the Notice to Proceed from CFX. There shall be two (2) renewal options of one year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract terms. The Contract amount shall not exceed \$2,063,000.00 during the term.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with DMS.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with the City with additional coverage as required below. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements. Additional coverage shall be as follows:

- 4.1 **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;
- 4.2 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 4.3 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX 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 CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

5. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

- 5.1 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
 - (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
 - (ii) all workplace laws, regulations, and posting requirements, and
- 5.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.
- 5.3 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

6. INDEMNITY

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

7. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT.

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807 (407) 690-5000 PublicRecords@CFXWay.com

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

8. MEDIA RELEASES

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

9. PERMITS, LICENSES, ETC.

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

10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. 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.

11. 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.

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

13. DISPUTES AND TERMINATION

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

14. OTHER SEVERABILITY

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

15. GOVERNING LAW

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

16. RELATIONSHIPS

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

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

17. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

18. SURVIVAL OF EXPIRATION OR TERMINATION

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

- 18.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 18.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX. This Contract was awarded by the CFX Board of Directors at its meeting on July 14, 2016.

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:		
	Director of Procurement	
	4 CORNER RESOURCES, LLC	
	By:	
	Title	
	Attest:	(Seal)
	Date:	
approved as to form and exec	cution, only.	
General Counsel for CFX		



Information Technology Staff Augmentation Services

State Term Contract No. 80101507-SA-15-1

Between Florida Department of Management Services and

4 Corner Resources, LLC

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and 4 Corner Resources, LLC

(Contractor) with offices at 135 E Colonial Dr Ste 200, Orlando, FL 32801

The Contractor submitted a Responsive Proposal to the Department's Request for Proposal (RFP) 14-80101507-SA-B for Information Technology Staff Augmentation Services. After evaluation of proposals, the Department determined that the Contractor's proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. Contract Term

The term of this Contract for information technology staff augmentation services will be for two (2) years with no renewals. The Contract Term will begin on March 1, 2017, or the date of the last signature on this Contract, whichever is later.

2. Contract

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract.

This Contract together with RFP 14-801201507, incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

The following exhibits and attachments are incorporated in their entirety into, and form part of, this Contract:

- a) Exhibit A: Contract Conditions, General and Special
- b) Exhibit B: Resume Self-Certification Form
- c) Exhibit C: Contractor Selection Justification Form
- d) Exhibit D: Contractor Performance Survey
- e) Attachment 1: Contractor's submitted Staffing Resource Management Plan from RFP 14-80101507-SA-B
- f) Attachment 2: Contractor's submitted Pricing Sheets from RFP 14-80101507-SA-B

If a conflict exists among any of the Contract documents, the documents shall have priority in the order listed below:

- a) This Contract
- b) Special Contract Conditions, Exhibit A, Section 1
- c) General Contract Conditions, Exhibit A, PUR 1000
- d) RFP 14-80101507-SA-B
- e) Contractor's submitted Staffing Resource Management Plan and Pricing Sheets to RFP 14-80101507-SA-B

3. Statement of Work

The Contractor shall provide information technology staff augmentation services.

The Contractor shall possess the professional and technical staff necessary to perform the information technology staff augmentation services required by this contract and the staff shall have sufficient skill and experience to perform the services assigned to them.

All of the information technology staff augmentation services to be furnished by the Contractor under this Contract shall meet the professional standard and quality that prevail among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

Contractor staff shall render services identified by the Customer and shall be paid on an hourly basis.

The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the information technology staff augmentation services.

4. Minimally Required Deliverables/Tasks

Staff augmentation services, identified by the Customer in a Request for Quote, are diverse and routine services that may require any information technology functions and tasks including but not limited to the following:

- Developer
- Project Manager
- Analyst
- Designer
- Data Administration
- DB Technical Support
- Manager/Supervisor
- Webmaster
- Technical Support
- Section DBA/DBAT
- Component Support
- Maintenance of Production Computer Applications
- Enhancement of Production Computer Applications
- Database support
- Data Administration

- Data Analysis
- Data Mapping
- Enterprise Application Development
- Develop Rapid Technology Solutions
- Develop Disaster Recovery processes
- Technical Writing
- Plan, Organize and Implement technology upgrades
- Development and Actively practice Business Systems Support Standards and Methodology
- Software and Hardware Upgrades and Testing
- Determining User Requirements for Functional Business Computer Applications
- Scheduling Resources and Tasks for Development, Enhancement and Maintenance of Computer Applications
- Designing Computer Systems
- Designing and Creating Prototypes
- Design and create Test Plans
- SharePoint
- Documents design specifications, installation instructions, and other system-related information
- Creates, updates, and reviews documentation as required based on the development methodology utilized
- Performs security analyses and risk assessments as needed
- C#.Net
- ASP.Net
- Microsoft Visual Studio 2010 or later
- Team Foundation Server (TFS)
- ANSI SQL (Oracle, or SQL Server)
- Crystal Reports
- Experience with Object-Relational Mapping (ORM) software
- Web services (WSDL, SOAP or WCF)
- FileNet
- Construction Programming including one or a combination of the following languages
 - Allfusion:Gen Central Encyclopedia
 - Allfusion:Gen workstation toolset for web server, online and batch procedures
 - o Allfusion:Gen Com Proxy service
 - o Use of TSO
 - o Use of ISPF
 - COBOL
 - o FrontPage
 - o .NET
 - o nHibernate
 - o MVS/Visual Source Safe
 - o ASP
 - o C#
 - o C
 - o C++
 - o Microsoft Office
 - o CICS
 - o JCL
 - o MRE
 - o FOCUS
 - o WebFOCUS
 - o Subversion

- Impact Analysis
- Risk Analysis
- Develop test plans and conduct User Acceptance Testing
- Organize, Plan, and Conduct Joint Application Development (JAD) sessions
- Develop and produce product Presentations
- Develop Media
- Create CBT's
- Conduct GoTo Meetings
- Conduct Teleconferences
- Submit DBA requests
- Debug programs
- Perform analysis, design and construction of Data Models
- Create CRUD Diagrams
- Use a Copier
- Make or answer phone calls
- Use Outlook for email and calendaring
- Schedule Meetings
- Schedule conference calls
- Conduct status meetings

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a purchase order.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

5. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida,	4 Corner Resources, LLC	
Department of Management Services	Peter Porebski	
By: Debra Forbess	By: Peter Porebski	
Title: Director of Finance and Administration	Title: Operations Manager	
Date:	Date: 11/15/16	

EXHIBIT A Contract Conditions

This Exhibit contains the Special Contract Conditions. The General Contract Conditions, Form PUR 1000, are incorporated by reference, and may be downloaded and viewed at:

http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

1 Special Contract Conditions

1.1. Electronic Invoicing (elnvoicing)

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. The contractor may establish electronic invoicing within ninety (90) days of written request to the Department. Electronic invoices shall be submitted to the Customer through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractor will work with the MFMP management team to obtain specific requirements for the elnvoicing.

1.1.1 Commerce eXtensible Markup Language (cXML)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

1.1.2 Electronic Data Interchange (EDI)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

1.1.3 Purchase Order Flip via Ariba Network (AN)

The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the purchase order into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

1.2 Purchasing Card (P-card) Program

The contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Customer.

1.3 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of Florida Statutes and Rule 60A of the Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, rules, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

1.4 Liability and Worker's Compensation Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

1.5 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail, sufficient enough for a proper pre-audit and post-audit.

1.6 Return of Funds

The contractor will return to the Customer any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment to the Customer within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Customer of the overpayment.

1.7 Bills for Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

1.8 Public Records

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

- (b) 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 reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) 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; and
- (e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

1.9 Intellectual Property

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

1.10 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

1.11 Subcontracts

The Contractor is fully responsible for satisfactory completion of all work on this contract. The Contractor shall ensure, and provide assurances to the Department upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Customer with the names of any subcontractor considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any of Contractor's or

subcontractor's staff whose qualifications or performance, in the Customer's judgment, are insufficient. The Contractor agrees to be responsible for all work performed and all expenses incurred by the subcontractor while performing work under this contract. Any subcontract arrangements must be evidenced by a written document available to the Department upon request.

The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. The Contractor agrees that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Customer and the Department against such claims. The following provisions apply, in addition to any terms and conditions included in the Customer's purchase order.

The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

1.12 Employment Verification (E-Verify)

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

1.13 Contractor Certification

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

1.14 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small businesses to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

1.15 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

1.16 Ethical Business Practices

The Contractor shall work in partnership with the State to ensure a successful and valuable contract, and ethical practices are required of State employees, Contractors, and all parties representing the Contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

1.17 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

1.18 Sales and Use Tax

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance Section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at http://dor.myflorida.com/dor/businesses.

1.19 Insurance, Loss Deductible

The Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

1.20 Insurance, Subcontractor's Public Liability and Property Damage

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in this Contract, or, the Contractor may insure the activities of its subcontractors in the Contractor's policy as specified in this Contract.

1.21 Performance and Payment Bonds

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this Contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond may result in the Contractor being found in default of the purchase order.

1.22 Contract Revisions

Notwithstanding General Contract Conditions section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

- 1) Contractor's Information and Contacts
- 2) Contract Manager
- 3) Contract Report Forms

Only the above-listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, applies to all other modifications to the Contract.

1.23 Financial Consequences

1.23.1 Financial Consequences for Non-performance

Financial consequences shall apply for non-performance of the contract by a Contractor. The State shall apply financial consequences identified below to Purchase Orders or Contracts issued by Customers. In addition:

In the event that a deliverable is deemed unsatisfactory by the Customer, the Contractor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to the Customer, within the timeframe established by the Customer.

Continued Contractor inability to perform under the conditions of the contract, via the established Complaint to Vendor process, per Rule 60A-1.006 Florida Administrative Code (PUR 7017 form), may result in default proceedings.

Failure to respond to a Customer request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

1.23.2 Financial Consequences for Failure to Comply with Purchase Order Requirements

In addition to 1.23.1 and any other remedies provided by law, if Contractor fails to comply with the requirements of the Customer's purchase order, Contractor shall pay to the Customer financial consequences for such failures, unless the Customer waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the purchase order will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the purchase order. This amount shall be reflected as a credit on the invoice submitted to the Customer. The Customer at its sole discretion shall determine when the Contractor is failing to comply and the Customer at its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are solely intended to compensate for damages.

1.24 Invoicing

The Contractor shall be paid upon submission of monthly or quarterly invoices to the Customer after delivery and acceptance of services. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order number, state contract number, and the Contractor's Federal Employer Identification Number. The Customer reserves the right to request additional documentation.

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

1.25 Cooperation with the Inspector General

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

1.26 Contractor Employee Conduct

The Contractor's employees shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies and procedures of the Customer.

The Contractor shall ensure that the Contractor's employees wear attire suitable for the position, either a standard uniform or business casual dress.

The Contractor's employees may be subject to searches of their person or searches of equipment and/or products at any time.

1.27 Contractor Security Clearance

Customers may designate certain duties and/or positions as positions of "special trust" because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of the Customer. Contractor or Contractor's employees who, in the performance of this Contract, will be assigned to work in positions determined by the Customer to be positions of special trust, may be required to submit to background screening and be approved by the Customer to work on this Contract.

1.28 Confidentiality and Safeguarding Information

The Contractor or Contractor's employees may have access to confidential information. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

The Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

Except as necessary to fulfill the terms of this Contract and with the permission of the Customer, Contractor and Contractor's employees shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Customer.

Contractor and Contractor's employees agree not to use or disclose any information concerning a recipient of services under the State or the Customer for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor or Contractor's employees have access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable Customer Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

Contractor shall notify the Department and the Customer in writing of any disclosure of unsecured confidential information by Contractor, its employees, agents or representatives which are not in compliance with the terms of the Contract (of which it becomes aware). The Contractor also shall report to the Department and the Customer any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its subcontractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Customer information in Contractor's possession or electronic interference with Customer operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to the Department and the Customer not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to Contractor's obligations under this Contract or is not subject to further unauthorized use.

1.29 Request for Quotes

- 1.29.1 Customers needing staff augmentation services will create a Request for Quote (RFQ) eQuote event in MyFloridaMarketPlace Sourcing, each time they desire to solicit staff augmentation services. The Customer shall issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.
- 1.29.2 The Customer shall select at least three (3) awarded Contractors for the RFQ event. MyFloridaMarketPlace Sourcing will automatically add an additional five (5) randomly selected awarded Contractors to the RFQ event. All eight (8) awarded Contractors sent the RFQ will receive an alert of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab.
- 1.29.3 The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to s. 287.056(3), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of s. 120.57(3), F.S.

1.29.4 All Customers who utilize MyFloridaMarketPlace system must use the Sourcing application for creating RFQ's on this contract. Customers who do not utilize MyFloridaMarketPlace will create an RFQ document each time they desire to solicit staff augmentation services and shall send the RFQ document electronically via email to at least (8) awarded Contractors.

1.30 Resume Self-Certification Form

When submitting a response to an RFQ the Contractor shall submit with its response a signed Resume Self-Certification Form (Exhibit B) to the Customer for each candidate included in the RFQ response.

1.31 Purchase Orders

A Customer shall order services via a purchase order. Purchase orders shall establish direct labor hours at specified fixed hourly rate not to exceed those in the awarded Contract.

When creating purchase orders for this Contract the Customer shall attach to the purchase order a completed signed Contractor Selection Justification Form (Exhibit C) for each candidate included in the purchase order.

Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer, as determined by the Department). Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this Contract.

1.32 Quarterly Contractor Performance Reporting

Customers shall complete a Contractor Performance Survey (Exhibit D) for each Contractor on a Quarterly basis. Customers will submit the completed Contractor Performance Survey(s) by email to the Department Contract Manager no later than the due date indicated in Section 1.35.

The completed Contractor Performance Survey(s) will be used by the Department as a performance-reporting tool to measure the performance of Contractors. The Department reserves the right to modify the Contractor Performance Survey and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MyFloridaMarketPlace or on the Department's website).

1.33 Transaction Fee/Monthly Transaction Fee Report

All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees per 287.057(22), Florida Statutes.

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

1.34 Quarterly Sales Reports

Each Contractor shall submit a sales report by job title and scope variants to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 1.35. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor.

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

1.35 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) - Due by October 31

Quarter 2 - (October-December) - Due by January 31

Quarter 3 - (January-March) - Due by April 30

Quarter 4 - (April-June) - Due by July 31

1.36 Indemnity

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Further, the Contractor shall fully indemnify, defend, and hold harmless the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

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CONSENT AGENDA ITEM #10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 17, 2017

RE:

Approval of Purchase Order to Oracle America, Inc. for

Software Update Licenses and Support

Board approval is requested to issue a purchase order to Oracle America, Inc., in the amount of \$62,936.18. This will be a sole source procurement.

This purchase is for updating various database software licenses and continuing product support for a one-year period from November 15, 2017 to November 14, 2018.

This amount has been budgeted for in the OM&A Budget.

Reviewed by:

Corey Orinn

Chief of Technology/Operations



GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle Ar	ORACLE: Oracle America, Inc.		
Support Service Number:	2572502	Oracle Support Sales Representative:	Cassandra Eye		
Offer Expires:	14-Nov-17				
		Telephone:	1-303-272-4407		
		Fax:	1-719-757-6012		
		E-mail:	cassandra.eye@oracle.com		
CUSTOMER: Central	Florida Expressway Authority	(CFX)			
CUSTOMER QUOTE TO		CUSTOMER BILL TO			
Account Contact:	Rafael Millan	Account Contact:	Accounts Payable		
Account Name:	Central Florida Expressway Authority (CFX)	Account Name:	Central Florida Expressway Authority (CFX)		
Address:	4974 ORL Tower Rd	Address:	4974 ORL Tower Road		
	ORLANDO FL 32807 United States		ORLANDO FL 32807 United States		
Telephone:	407 894 5065	Telephone:	407-690-5000		
Fax:		Fax:	407-690-5011		
E-mail:	millanr@oocea.com	E-mail:	@		

[&]quot;You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 2572502, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Processor Perpetual	15666686	1		FULL USE	15-Nov-17	14-Nov-18	5,321.91
Oracle Database Enterprise Edition - Processor Perpetual	15666686	3		FULL USE	15-Nov-17	14-Nov-18	26,348.06
Oracle Database Standard Edition - Processor Perpetual	15666686	13		FULL USE	15-Nov-17	14-Nov-18	25,944.30
Oracle Partitioning - Processor Perpetual	15666686	4		FULL USE	15-Nov-17	14-Nov-18	5,321.91

Program Technical Support Fees: USD 62,936.18

Total Price: USD 62,936.18

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before
 entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for
 an Oracle product, if applicable, may change during the term of the services purchased under this
 ordering document. If extended support is offered, an additional fee will be charged for such
 support if ordered. If You would like to purchase extended support please contact Your Oracle
 Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply
 for the applicable programs and/or hardware for which You are purchasing technical support
 services.

DATE: August, 30th, 2017

VENDOR NAME: ORACLE AMERICA INC

VENDOR ADDRESS: PO BOX 71028

Chicago, IL 60694-1028

The following is a list of reasons to use Standardization as a basis for pricing with this Vendor:

The software purchased from this vendor is currently used as the database platform for our Toll Collection System on both the main Host and backup Host servers as well as on all of our servers located in all of the plazas. The software support is purchased directly from the software manufacturer and it includes new software versions, security updates, bug fixes and technical support for troubleshooting problems at no additional cost. Without this maintenance we would be unable to address any potential bug, security vulnerability or problem with the software. Since Oracle is the manufacturer, only they can make modifications to their proprietary software, so there is no other vendor that can provide this support to us.

Chief of Technology/Operations

Signature of Procurement Director: 8/17/17

Date:

CONSENT AGENDA ITEM #11



MEMORANDUM

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0187

Board Members

CC: Linda Brehmer Lanosa, Esq., Deputy General Counsel

David Shontz, Esq.

FROM: Suzanne M. Driscoll, Esq., Right-of-Way Counsel

DATE: August 18, 2017

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 252

CFX v. Anthony Randall Carter, et al. Case No.: 2015-CA-3555-O

Proposed Settlement of Expert Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval by the CFX Board of a negotiated settlement between Anthony Randall Carter (the "Owner") and the Central Florida Expressway Authority ("CFX") for all of the Owner's experts' fees and costs incurred in the above referenced matter. CFX is required by Section 73.091, Florida Statutes, to pay all reasonable costs incurred in the defense of the proceedings by the Owner.

BACKGROUND

The Owner accepted an Offer of Judgment made by CFX in May 2017. The Offer of Judgment totaled \$338,150.00, exclusive of attorney's fees, expert fees and costs. Following that acceptance, Counsel for the Owner provided CFX with eight (8) detailed statements of service for each of the Owner's experts outlined below. Following negotiations, the parties were able to reach a negotiated settlement in the amount of \$56,202.47.

OWNER'S EXPERT FEES

The following details the expert fees requested by the Owner:

- a. Calhoun, Dreggors and Associates in the sum of \$24,400.00;
- b. MEI Civil, LLC in the sum of \$13,266.75;
- c. JTS Tech in the sum of \$1,593.60;
- d. Lakemont Group in the sum of \$6,230.00;
- e. VHB in the sum of \$6,625.46;
- f. Ovation Construction, Inc. in the sum of \$1,800.00;
- g. Power Acoustics in the sum of \$4,908.75;
- h. Williams Development Services, Inc. in the sum of \$5,500.00.

TOTAL: \$64,324.56

Procedurally, this case was set for trial. In preparing for trial, the Owner's Counsel and experts spent a considerable amount of time analyzing the issue of condemnation blight and further, filed Motions for Summary Judgment on that issue. While CFX's five (5) experts were paid a total of \$28,520.00 to date, they had not yet started preparing for trial in this matter. To prepare for trial, CFX's experts would need to expend additional time, including addressing the issues raised in the Owner's Motions for Summary Judgment which would result in additional costs to CFX. This settlement will also eliminate the additional attorneys' fees that CFX would be obligated to pay its own attorneys, as well as the Owner's, if this matter was to proceed to a cost hearing.

Based upon our extensive involvement with expert fees on numerous parcels on the project and prior settlements, we were able to negotiate a settlement of all the Owner's experts' fees for the total sum of \$56,202.47. The attached Settlement Agreement as to Expert Fees and Costs memorializes the agreement between the Owner's Counsel and Right of Way Counsel.

The Right of Way Committee voted to recommend approval of the negotiated settlement agreement at its August 2017 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement in the amount of \$56,202.47 in full settlement of all the Owner's claims for expert fees and costs for the above referenced matter.

ATTACHMENTS

Exhibit "A" - Calhoun, Dreggors and Associates invoices

Exhibit "B" - MEI Civil invoices

Exhibit "C" - JTS Tech invoices

Exhibit "D" - Lakemont Group invoice

Exhibit "E" - VHB invoices

Exhibit "F" - Ovation Construction, Inc. invoices

Exhibit "G" - Power Acoustics invoice

Exhibit "H" - Williams Development Services, Inc. invoice

Exhibit "I" - Settlement Agreement as to Expert Fees and Costs

Reviewed by: Joseph I Parsistone

EXHIBIT A

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

June 9, 2017

Raymer F. Maguire, Esq. c/o Maguire Lassman 605 East Robinson Street Suite 140 Orlando, FL 32801

RE:

Owner:

Carter

Project:

Wekiva Parkway

Parcel No.: 252

County:

Orange

INVOICE

Review CFX reports, conferences with experts and owners, inspect subject property, meetings with owners and experts, review valuation issues, sales research/analysis, review sales, review highest and best use issues, analysis of damages, review land values, review moving costs, review/write report, review condemnation blight information, review motions regarding blight, valuation analysis as of 2006, preparation of appraisal.

Abrams Schmidt:

99.75 Hrs. \times \$1.75/Hr. = \$17,456

Dreggors:

25.25 Hrs. x \$275/Hr. =

6,944

Total

\$24,400

Thank you,

Richard C. Dreggors, GAA

President

RCD/ddp

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

OWNER	CARTER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	252	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/13/15	RESEARCH SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ANALYSIS OF HIGHEST AND BEST USE.	4.25
05/14/15	ANALYSIS OF LAND SALES; RESEARCH IMPROVED SALES.	4.00
05/15/15	MEETING WITH OWNER'S REPRESENTATIVE.	0.75
02/08/16	PREPARE FOR AND MEET WITH EXPERTS REGARDING CONDEMNATION BLIGHT.	1.50
03/07/16	RESEARCH/ANALYSIS OF LAND SALES.	2.75
03/09/16	ANALYSIS OF SALES.	3.50
03/11/16	RESEARCH/ANALYSIS OF LAND SALES,	2.00
08/03/16	BLIGHT STUDY ANALYSIS.	1.50
08/08/16	WORK ON BLIGHT STUDY.	4.00
09/29/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.25
10/20/16	WORK ON BLIGHT STUDY.	2.00
10/21/16	WORK ON STUDY; RESEARCH/ANALYZE MARKET TRENDS.	4.00
03/01/17	PULL ADDITIONAL SUBJECT INFORMATION; REVIEW LAND PLANNING REPORT; REVIEW CONDEMNOR'S APPRAISAL; ANALYSIS OF SALES.	4.25
03/02/17	PREPARE FOR INSPECTION; INSPECT SUBJECT PROPERTY.	1.50
03/31/17	MEETING WITH RICK TO DISCUSS ADDITIONAL WORK TO BE DONE; RESEARCH/ANALYSIS OF SALES; CALL WITH OWNER'S REPRESENTATIVE.	2.50
04/03/17	ANALYSIS OF SALES.	2.75
04/04/17	ASSISTED WITH APPRAISAL; PREPARED SUBJECT EXHIBITS; CALL WITH OWNER'S REPRESENTATIVE.	4.50
04/05/17	ASSISTED WITH APPRAISAL.	5.25
04/06/17	CALL WITH EXPERTS; RESEARCH 2006 SALES.	2.00

OWNER	CARTER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	252	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/07/17	RESEARCH/ANALYSIS OF 2006 SALES DATA.	3.00
04/10/17	RESEARCH/ANALYSIS OF 2006 SALES DATA; CALL WITH EXPERTS.	3.25
04/11/17	WORK ON 2006 LAND SALE WRITE-UPS AND EXHIBITS; VERIFY SALES.	4.50
04/13/17	INSPECTED 2006 LAND SALES; WORKED ON WRITE- UPS.	2.50
04/17/17	RESEARCH/ANALYSIS OF 2006 IMPROVED SALES; WORK ON SALE WRITE-UPS AND EXHIBITS; ASSISTED WITH APPRAISAL; MEETING WITH RICK.	3.75
04/18/17	ANALYSIS OF 2006 SALES; ASSISTED WITH APPRAISAL.	3.00
04/19/17	RESEARCH VERIFICATION INFORMATION FOR IMPROVED 2006 SALES; VERIFY SALES; WORK ON SALE EXHIBITS; ASSIST WITH APPRAISAL.	3.75
04/21/17	REVIEW ENGINEERING REPORT; ASSIST WITH APPRAISAL.	3.25
04/24/17	REVIEW OF CONTRACTOR'S COST ESTIMATE; ASSIST WITH APPRAISAL ANALYSIS; CALL WITH EXPERTS.	4.75
04/28/17	INSPECTED 2006 SALES; VERIFIED SALES; ASSISTED WITH APPRAISAL.	3.75
05/01/17	ASSIST WITH APPRAISAL; VERIFY SALES; CALL WITH OWNER'S REPRESENTATIVE.	3.75
05/02/17	ASSIST WITH APPRAISAL; WORK ON ADDENDA.	1.50
05/03/17	REVIEW OF WILLIAMS LAND PLANNING REPORT; ASSIST WITH APPRAISAL; WORK ON ADDENDA.	2.25
05/04/17	ASSISTED WIT APPRAISAL; WORKED ON ADDENDA.	2.00
05/18/17	PREPARE SUMMARY ANALYSIS IN PREPARATION FOR CONFERENCE CALL.	0.50
	TOTAL HOURS	99.75

OWNER PROJECT PARCEL(\$) COUNTY	CARTER RICHARD C. D WEKIVA PARKWAY 252 ORANGE	REGGORS, GAA
DATE	TYPE OF SERVICE	HOURS
03/23/15	BEGIN REVIEW OF CFX REPORTS.	0.50
03/27/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	1.50
05/14/15	REVIEW SALES AND PREPARE FOR MEETING.	1.25
05/15/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY FINDINGS AND HIGHEST AND BEST USE ISSUES.	2.75
11/09/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	0.25
02/08/16	PREPARE FOR AND MEET WITH EXPERTS AND OWNER TO REVIEW IMPACTS OF THE PROPERTY I. THE AREA; REVIEW EXAMPLES OF THESE AND DOCUMENTS.	1.75 N
06/13/16	PREPARE FOR AND CONFERENCE WITH PLANNER AND ENGINEER REGARDING ACCESS TO REMAINDER.	0.50
09/29/16	PARTICIPATE IN CONFERENCE WITH EXPERTS TO REVIEW SCOPE OF ASSIGNMENT AND DEADLINES.	1,25
11/25/16	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE	0.75
12/06/16	REVIEW MOTIONS REGARDING BLIGHT.	0.75
12/12/16	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE REGARDING BLIGHT.	0.75
12/13/16	PREPARE FOR AND CONFERENCE WITH EXPERTS REGARDING BLIGHT PROPERTY.	0.75
02/16/17	CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	0,25
03/02/17	INSPECT SUBJECT AND AREA OF TAKING; PHOTOGRAPH HIGHWAY CONSTRUCTION.	1.50
03/03/17	MEETING WITH ASSOCIATE TO REVIEW ADDITIONA ANALYSIS NEEDED.	L 0.75
03/28/17	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION MATTERS.	0.50

OWNER PROJECT PARCEL(S) COUNTY	CARTER RICHARD C. WEKIVA PÁRKWAY 252 ORANGE	DREGGORS, GAA
DATE	TYPE OF SERVICE	HOURS
03/30/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION ANALYSIS AS OF 2006.	5 0,25
04/04/17	PREPARE FOR AND CONFERENCE WITH EXPERTAND OWNER'S REPRESENTATIVE.	r s : 0.75
04/07/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING STATUS OF REPORTS FROM OTHER EXPERTS.	
04/17/17	MEETING WITH ASSOCIATE TO REVIEW 2006 ERA HOME SALES AFTER.	A 0.50
04/24/17	PREPARE FOR AND CONFERENCE WITH ENGINE AND CONTRACTOR.	ER 0.75
05/05/17	INSPECTION OF SALES.	2.75
05/09/17	REVIEWWRITE REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	<u>4.00</u>
	TOTAL HOURS	25.25

EXHIBIT B



bill to:

Harold A. Lassman, Esquire Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, Florida 32801

Invoice Date:

6/12/2017

Invoice Number:

191022H-1

Invoice Amount Due:

\$13,266.75

JOB: SR 429, Parcel 252 Anthony Randali Carter

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (DLM)	34.0	\$265,00	\$9,010.00	\$9,010.00
Senior Designer (JRR)	29.0	\$125.00	\$3,625.00	\$3,625.00
			Subtotal	\$12,635.00
			Expense (5%)	\$631.75
			Total Fee Due	\$13,266.75

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Daniel L. Morris, P.E.

191022h

Job Name

SR429, P 252, Anthony Randall Carter.

Date	Hours	Task	Work Description
9/12/2016	2.0		review:CFX appraisal report
9/29/2016	4.5		review trial order, review of preliminary exhibits, prepare for and attend conficall with appraiser, planner and attorney
4/6/2017	5.5		review appraisal report, and construction plans, prepare for and attend conficult with experts and attorneys
4/11/2017	3.5		prepare for and make site visit
4/18/2017	4.5		preliminary engineering report
4/21/2017	9,5		preliminary engineering report, review $\hat{\textbf{CFX}}$ construction plane, and report exhibite
4/25/2017	4.5		review planning report coordinate utility cost
l Hours:	34,0		

Work Descriptions for John R. Russell

191022H

Job Name

Wekiva Parkway P252 Anthony Randall Cart

Date	Hours Tass	k Work Description	
9/23/2016	2.0	Creațe Exhibit Plan Sheets & Labeling	
9/23/2016	1.5	8X11 USGS, FĚMÁ, Aeriel & Location Map Exhibits	
9/23/2016	2.5	Area of Take Base File - Draiting & Calculations	
9/23/2016	3. 0	Download & Review Appraisal & FDOT Plans	
9/26/2016	3,0:	Drafting SR 429 Roadway Plans	
9/26/2016	2.0	Before Conditions Base File - Diaffing & Calculations	
9/27/2016	2.5	Adjušt:Sheet SatUp From in House MarkUps	
9/27/2016	1.5	Drafting SR 429 Roadway Plans	
9/27/2016	2.0	SR 429 Roadway Flans Striping & Shading	
9/28/2016	1.5	UniCured Exhibit	
9/28/2016	3,0	Assemble Base Cadd Files & Create Exhibit Sheets	
9/28/2016	1.0	Uncured Conditions Plan - Hatching	
9/28/2016	2.5	Undured Conditions Base File - Drafting & Calculations	
5/10/2017	1:0	Create Images for Report	
Hours:	29.0	149	

EXHIBIT C



July 20, 2017

Invoice Mailing:

Mr. Raymer F. Maguire Attorney at Law Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140

Orlando, FL 32801

Services Completed For:

Client

: Anthony Randall Carter

Project

: Wekiva - Parkway

County

; Orange

Parcel: 252

Job Number: ML2016-7028-252

Hourly Rate: \$120.00 Total Hours: 13.28

Summary:

Research and analysis of data, graphics and maps to be used on behalf of the client. Time and details for the services completed are provided on the subsequent pages. All costs for time, travel and materials have been factored in for a comprehensive billing approach.

Thank you,

Jerry Holder

JTS Tech Support Staff JTSTechelp@gmail.com

(407) 718-7530

Total Involced Amount:

\$1,593.60



Client : Anthony Randall Carter
Project : Wekiva - Parkway

County : Orange

Parcel : 252 Job Number : ML2016-7028-252

Hourly Rate : \$120,00 Total Hours : 13,28

For Services Rendered Please Remit;

\$1,593.60

	CHARLE WESTER
Date and Detail	Time
3/3/16	0.09
Discussion with Matt on	
- Scheduled conference call change of time and expert involvement.	
 ACA group's potential for providing agrial imagery and the ability to obtain and 	
încorporate these historic aerials.	
3/15/16	0.15
Discussion with Kurt Griffel on creation of exhibits of perial photos for Kelly Park Road	
Memos to and from Kurt regarding scalability and potential requirements	
3/16/16	0.15
Discussion with Matt on follow up to Kurt's emails, potential requirements and direction	
Communication to Kurt on priority and items being requested	
3/21/16	0.30
Aerial review and creation of TIFF files ranging from 1995 to 2015 of the four mile radius from P5+KP intersection.	
3/22/16	0.33
Email follow up with Kurt of ACA, Matt of ML and Katle of VHB for PS+KP Intersection	
join me with Matthew of ML and Katie of VHB to discuss cost for Aerial historic photos,	
The particulars as to level of detail the photos will have in RAW or TIFF or JPEG. Care on	
correctly selecting the format detail is key to a usable / viewable exhibit. Matt will	
discuss findings with Raymer.	
3/24/16	0.60
Review Mr :SID file format received from ACA on the feesibility of file compatibility on	
Image creation from one decade to another. Sample file was received and tested. Emails	
to Matt, Kurt, and Katie on the progress	
3/28/16	0.30
Conference call discussion on subject taking area and how to best graphically display the	
Impact. Exhibit and display potentials. Discussion on VHB's working with the overlays	
and samples being received from ACA.	
3/29/16	0.45
Full download of 70'and 80's ACA aerials in SID format to be converted and prepared for	
upload to VHB.	
4/1/16	0.90
A collection of discussions and emails on	
ACA aerials from the 80's and 90's,	
sample files converted for VHB import, VHB test files on the aerials	
Confirmation to include 90's in the downloads from ACA	
Upload of test files in SID format	
Download of 90's ACA aerial in SID format to be converted and prepared for upload to	1.00
4/2/16	1,20
Full conversion, preparation and upload of 1970 and 1980 picture tiles to VHB extranet	
systèm.	0.70
4/4/16	0.60
Full conversion, preparation and upload of 1990 picture tiles to VH8 extranet system.	0.45
4/12/16	0.15
Review of 15x15 tiled exhibit (raw format) from VHB in preparation for exhibit creation,	
Testing of file size in Power Paint.	

2 of 2	
4/13/16	0.23
Conference call to review progress and priority exhibit files being created. File size, PPI	
concerns for the display potentials was discussed. VHB, and Matt were on the call	
reviewing overlay requirements for the newly combined tiles on the 70s, 80s and 90s files	0.45
4/14/16 Conference call with Matt and Harold to review details on the exhibits to be created;	4,45
Discussion included;	
- VHB involvement in 70's 80's and 90's composite and product	
- ACA providing the raw imagery that made up composite file	
- Consideration for documenting logging originals	
- The layering method ensure usable files	
4/18/16	0.45
Conference call and Johnne to review exhibit details with the experts.	
Creation of 70s tile log including thumbnall and captions. Sent for review and comments	
to Matt. 4/20/16	0.90
Organization and file documentation for 80's Tile log file. Including communication with	2.04
Matt and Katle on the ways to streamline our approach for tile log files. Also	
communication with ACA for verification of original film.	
4/21/16	0.30
Completion of the Tile log file for the 90's and communication with the team on the	
4/22/16	0.60
Review of the Certification letters from FDOT	
Comparison of details in the certification with the files downloaded and converted	
Documented and follow up with ACA on three filenames from the lake 1983 list. Status update with Matt on exhibit results progress.	
2141/2 aboate with Mart of sympt leading by 281 cast	
11/8/16	0.34
Reviewed sample data from Josh Harris. Small sampling uploaded for quick verification	
on various map point programs	
11/18/16	0.45
Join me conference call to discuss data and ideas as to the best way to explain what is	
being seen with how Blight will be addressed the cases. Review of potential ideas on	
what information still needs to be gathered. Reviewed a number of discussion points on how to best present the finding and key	
points of CFX documents that has been amassed over the years through studies, reports,	
12/1/16	0.26
T/C Blight Cases; Raymer; Matt;; Hall, K, Shannon; K. Hebert; Holder	
Continued to review potential PPT slides for overall case involvement	
Participation in Matt's overview of published government documents.	
12/9/16	0.45
T/C Blight cuses; Raymer;Matt;;	
Continued discussion and review for potential PPT slides for overall case development.	
Detailed discussion on proper map and data usage in regards to of published government documents.	
12/14/16	0.15
Phone call discussing property reports still in progress and the potential order of	
Importance,	
1/10/17	3.50
Review of emails and location pertaining to the Carter project.	
Identified property locations in the desired video footage	
Outlined and discussed extraction sections for the video footage	
Downloaded aerial footage from the Wekiva Parkway site:	
Extracted sections pertinent to the Carter property. Re synced the audio to match the video where necessary	
Created/Prepared files for further use and comments.	
Uplanded sample files for Attorney review and instructions.	
Time Total:	13.28

EXHIBIT D

Invoice Number 1 Period Covered – 12/1/16 to 6/7/17

June 7, 2017

To:

Harold A. Lassman, Esq Maguire Lassman, P.A. 605 E. Robinson St, Suite 140

Orlando Florida 32801 Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	Hours	RATE	AMOUNT
	Client: Anthony Randal Carter Matter: CFX v. Carter et. al. – Parcel 252 3245 Ondich Road, Apopka, Florida Case No: 2015-CA-003555-O				
See Attached	Meetings and calls with attorneys and clients, review of documents, determine scope of report and research.	лі	3.45	\$350.00	\$ 1,207.50
Sec Attached	Research blight issues, development potential, tour market area, update data files and findings.	ЛН	4.40	\$350.00	\$ 1,540.00
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	ЛН	9.95	\$350.00	\$ 3,482.50
	SUB TOTAL:				\$ 6,230.00
Expenses	None				\$ 0.00
	TOTAL DUE: NOTE: Bill reflects partial time allocation (50% to CFX vs. Aran Glenn Carter – Parcel 253) Note: Hour Detail Sheet Attached				\$ 6,230.00

Thank you very much for the opportunity to serve.

John a Jarris, Ph. D., CRE, CCIM, CAIA

Managing Partner
Lakemont Group

Puyment Instruction via Check: Lakemont Group c/o Joshua Harris 2037 SHAW LANE Orlando, FL 32814

Hour Detail Sheet

Client: A	nthony Randall	Carter		1	
Matter:	CFX Parcel 252	- 3245 (Ondich Rd., Apopka FL		
Person	Date	Hrs	Description	Allocation	Alloted Time
JH	12/2/2016	1	initial case talk - scope of work - items to research	50%	0.50
JH	12/2/2016		document intake, review, building of file, research	50%	1.85
1H	12/7/2016		review motion on blight, research blight issues	50%	1.80
JH	12/10/2016		property and market research	50%	1.75
JH	12/14/2016		econ market research, updating of file	50%	0.85
JH	12/15/2016	3.5	draft report - market section, housing data	50%	1.75
JH	12/16/2016	2.6	draft report - blight issue, impacts of project	50%	1.30
JH	12/16/2016	4.3	updates charts, tables, further research	50%	2.15
JH	12/19/2016	2,5	Finalize report and edit	5.0%	1.25
HL	12/29/2016	1	Call to discuss report and blight issues	50%	0.50
JH	4/3/2017	0.3	call to discuss appraisal issues	50%	0.15
114	4/10/2017	0.6	call to discuss scope of report	50%	0.30
JH	4/16/2017	3.4	update and reformat charts, edit report	50%	1.70
JH	5/2/2017	0.3	call to discuss report	50%	0.15
JH	5/4/2017	3.6	final edits and formating of report	50%	1,80
Total	1	35.6			17.8

Payment Instruction via Check: Lakemont Group c/o Joshua Harris 2037 SHA W LANE Orlando, FL 32814

EXHIBIT E



Totals

Invoice

Please remit to:

Vanasse Hangen Brustlin, Inc.

101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 | F 617.924.2286

Harold Lassman, Esq. Maguire Lassman, P.A. 605 E. Robinson Street Suite 140 Orlando, FL 32801 Invoice No:

<Draft>

June 12, 2017

VHB Project No: 62326.01

Invoice Total \$6,625.46

,				Invoice	10141 30,0	20.40
Professional Planning Se	ervices for Carter Property	(Anthony Carter	·)			
Professional Services			1			
Professional Personnel						
		Hours	Rate	Amount		
Principal 1		6.50	250.00	1,625.00		
Technical/Profession	al 07	3.00	125.00	375.00		
Technical/Profession	al 06	2.00	125.00	250.00		
Technical/Profession	al 05	30.00	125.00	3,750.00		
Technical/Support 2		7.00	85.00	595.00		
Tota	ts	48.50		6,595.00		
Tota	l Labor				6,595.00	
Reimbursable Expense	5					
Printing				30.46		
Tota	ıl Reimbursables			30.46	30.46	
			Total this In	volce	\$6,825.46	
5.00						
Billings to Date						
	Current	Prior	Total			
Labor	6,595.00	0.00	6,595.00			
Expense	30.46	0.00	30.46			

0.00

6,625.46

6,625.46



Archimedia Solutions Group - VHB Billing Backup Report 125 Liberty Street #301 Danvers, MA 01923

Project Number: 62326.01

Period: 201613

Date	Location	Job Type	Vser	Total
11/23/2018	Orlando FL	Sin Fmt Color Printing	katleshannon	\$27.68
			Totál	\$27,69

Printed on: 6/7/2017 2:50;20 PM

Page: 1 of 1

Project:62326.01

Billing Period thru 06/06/2017 Project No. 62326.01

Project Title: Planning Services for

		Time	
Employee	Date	(in hours)	Description
Davis	04/11/16	1	80s aeriai merge:
	04/18/16	2.00	Historic Aerial Exhibits
	04/19/16	2.00	Historic Aerial Exhibits
	04/22/16	1.00	Historic Aerial Exhibits
	04/25/16	1.00	Historic Aerial Exhibits
	04/27/16	1.00	Historic Aerial Exhibits
	04/28/16	0.50	Historic Aerial Exhibits
	05/02/16	0.50	80s aerial tile numbering
	05/03/16	0.50	90s aerial tilė numbering
		9.5	
Hall	06/13/16	1.00	tele conference
	06/17/16	1.00	Revisions & research
	06/14/16	1	Wekiva Parkway research
	09/26/16	1	Tele call with Raymer
	09/29/16	1	Review of DPA
	11/29/16	1	Mtg
	12/05/16	0.5	Invoicing
		6.50	
			File and upload Executed Master Agreement and set up new .01
			job for Maguire Lasman ED Services for Carter Property
Jackowski	06/14/16	0.50	(brothers - split properties)
Needler	05/16/16	1.00	Research
	05/18/16	1.50	Research
	05/20/16	1.50	Research
	05/31/16	1.00	Maitland Boulevard Extension
	06/07/16	1.50	Orlando Beltway Timeline
	06/08/16	0.50	Research
		7.00	
Shannon	04/19/16	1.00	Time spent on historic aerials exhibits; team meeting with Katie and Jim
Sildinion	01,10,10	1.00	4114
	05/17/16	0.50	Review with Ben and Jim scope of Parkway chrono study
	06/14/16	1	Weklva Parkway Timeline exhibits
			Wekiva Parkway timeline exhibits/beltway timeline exhibits in
	06/15/16	1.5	Photoshop/InDesign
	06/17/16	4	GIS Map series created in GIS; start of DPA
	06/20/16	2.5	Revisions to DPA; general edits to map series

			Telephone conference with Dreggors, Hall, Lassman, Matt,
	06/29/16	0.5	Maguire
	11/22/16	1	Review of MEI Data; conference call
	11/23/16	2	Edits to report; review of appraisal, tele call with Courtney
	11/29/16	1	Meeting with Jim; edits to report; sent to client
	12/09/16	0.5	Meeting with Dreggors, Maguire, Matt, Josh Harris, Harold on history of Wekiva Parkway and development, further research on docs like EIS< PD&E start of creation of graphics Series of roadway exhibits in GIS, Photoshop, and inDesign: Wekiva Springshed and Springs exhibit, Municipalities exhibit,
	12/12/16	2	Planned Highway Exhibit
	12/13/16	1	Edits to blight graphics
			Tele call with Abrams; Conference call with Lassman, Matt, Dreggors, Abrams, Morris; review of utility cost estimate; GIS estimate on acres serviced; quantity of units provided; research
	12/16/16	1.5	on KP DR(
	01/06/17	0.5	Scheduling, Lassman email correspondence tele conference; review of Nortwest area conceptual master
	04/04/17	0.5	plan
	04/28/17	1	MEI conference
		22.00	
Tanlguchi	05/20/16	3	Work on the Wekiva Parkway History
	Total	48.50	

EXHIBIT F



POST OFFICE BOX 621287 OVIEDO, FLORIDA 32762 (407) 722-4161 Fax: (866) 431-6032

INVOICE #OV1755

June 8, 2017

Maguire Lassman, PA Attn: Harold Lassman, PA 605 E, Robinson Street, #140 Orlando, Florida 323801

Re: Anthony Randall Carter Parcel #252 SR429 (Wekiva Parkway)

DESCRIPTION: Perform Eminent Domain work for the Carter Parcel.

TOTAL COST: 12 Hrs x \$150.00/hr = \$1,800.00

Thank you.

Sincerely, Bert Karpinski Ovation Construction, Inc.

TIME SHEET LOG BERT KARPINSKI/OVATION CONSTRUCTION

PROJECT: Anthony Randall Carter (Parcel #252)

ATE	HOURS	DESCRIPTION
4/3/2017	1	Receive Cure Drawings from MEI Civil Engineering/Reviewed
4/8/2017	2.5	Site Visit to document existing conditions
4/22/2017	4.5	Prepare Existing Conditions Report & Cost of Items in the Parent Tract
4/24/2017	1	Conference Call with Harold Lassman & Dan Morris/Roviewed reports
4/25/2017	1	Revised Existing Conditions Report and e-mailed out to Attorney.
4/26/2017	1	Worked on Re-Claimed water distribution line cost
4/27/2017	0.25	Completed reclaimed water line cost analysis and sent to MEI Civil for review
5/2/2017	0.5	Had conversation with MEI Civil Engineering and made modifications to reclaimed water line cos
5/3/2017	0,25	Finalized water cost estimat and sent to MEI Civil

12 TOTAL HOURS

EXHIBIT G



12472 Lake Underhill Rd #302 Orlando, FL 32828

Invoice

DATE	INVOICE#
6/8/2017	17-06307

BILL TO

Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, FL 32801

CUSTOMER CONTACT / SHIPPED TO	
Maguire Lassman, P.A.	
605 E. Robinson Street, Suite 140	
Orlando, FL 32801	

P.O. NO.	TERMS	JÓB
	Per Agreement	CFX/Carter Parcel 252

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant Breakdown attached	23.375	210.00	4,908.75
	То	tal, US Doll	ars \$4,908.75

Power Acoustics, Inc

Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

Principal Consultant: Dave Parzych, INCE Bd.Cert
Job: Carter (Parcels 262 and 263) vs Expressway Authority eminent domain
Client: Maguire Lassman

Date	Time	Rate	Work Accomplished
6/29/2015	4	210	\$840.00 Review aerial and appraisal, prep sound monitor
6/30/2015	3	210	\$630.00 Review Carter Properties, Setup monitor
7/1/2015	3	210	\$830.00 Retrieve instrumentation, check out equipment
7/2/2015	3	210	\$630.00 Download data, pictures, document data conditions
11/17/2015	3	210	\$830:00. Traffic Model
2/17/2016	8	210	\$1,680.00 Traffic model
2/18/2016	6	210	\$1,260,00 Review plot 24 hour sound date, correct nightlime, location figure
2/18/2016	8	210	\$1,680,00 analysis/report
2/19/2016	8	210	\$1,680,00 report and telephone conference call, Lassiman and team
5/11/2017	0.75	210	\$157:50 report finalize
SUBTOTAL	46.75		Hours Worked
			\$9,817.60

Above work split between parcels 252 and 253 evenly \$4,908.75

Additional Work for parcel 263 7/8/2015 4.5 210

7/8/2015 4.5 210 \$945.00 Süggested location and orientation of re-located Glenn Carter home.

Parcel 252 \$4,908.75 Parcel 253 \$5,853.75

EXHIBIT H

Williams Development Services, Inc.

Edward J. Williams president

June 9 2017

Mr. Harold Lassman Maguire and Lassman 605 E. Robinson Street Orlando Fl 32801

RE.

SR429 – Wekiva Parkway, CFX V. Anthony Carter Parcel 252, SR429, Section 429 – 204, Orange County

Dear Mr. Lassman,

The following involce is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries makes with an (A) indicate times allocated on the same day between two or more cases.

DATE 8-30-16	SERVICES Meeting with attorney, retained in case, received initial work assignments	HOURS 1,0
9-2-16 1-25-17	Site and neighborhood inspections '	1.5(A) 1.5(A)
4-1-17 4-2-17	Review and comment on CFX appraisal from a land Planning and development permitting standpoint.	2.0 2.0
2-20-17 3-30-17	Collect and analyze background data on Comprehensive Plan and Land Development Code, permitting history of the property, access issues.	2.0 3.0
4-17-17	Review and comment on VHB report	1.0
4-27-17	Assist MEI Inc. on utility cost allocation and review and comment on report	1.5(A)
4-28-17 5-1-17	Highest and best use analysis, damage analysis	2.0 2.5
3-1-17 5-5-17	Preparation for and attendance at team meeting of experts to report findings exchange information and coordinate work assignments	1.0 1.0

407-422-8100 * Fax 407-422-8180

Williams Development Services, Inc.

Edward J. Williams
PRESIDENT

Subtotal:

22.0 Hours at \$250,00 per Hour

Total Due:

\$ 5,500,00

Approved by:

Williams Development Services Inc.

EXHIBIT I

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

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

Petitioner, CASE NO.: 2015-CA-003555-O

v. Parcel 252

ANTHONY RANDALL CARTER, et al.,
Respondents.

SETTLEMENT AGREEMENT AS TO EXPERT FEES AND COSTS

Through informal discussion between counsel for the CENTRAL FLORIDA EXPRESSWAY AUTHORITY and Respondent, ANTHONY RANDALL CARTER, the parties reached the following Settlement Agreement as to expert fees and costs for Parcel 252.

- 1. For reference purposes, the above-listed Respondent submitted the following invoices:
 - a. Calhoun, Dreggors and Associates in the sum of \$24,400.00;
 - b. MEI Civil, LLC in the sum of \$13,266.75;
 - c. JTS Tech in the sum of \$1,593.60;
 - d. Lakmont Group in the sum of \$6,230.00;
 - e. VHB in the sum of \$6,625.46;
 - f. Ovation Construction, Inc. in the sum of \$1,800.00;
 - g. Power Acoustics in the sum of \$4,908.75;
 - h. Williams Development Services, Inc. in the sum of \$5,500.00.
- 2. Petitioner will pay to the Trust Account of Respondent's attorney the sum of FIFTY SIX THOUSAND TWO HUNDRED TWO AND 47/100 Dollars (\$56,202.47.00) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent for Parcel 252.

- This Settlement Agreement will be placed on the agenda for the Right of Way 3. ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.
- Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Order Awarding Expert Fees containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.
- This Agreement resolves all expert fees and expert costs incurred by Respondent for Parcel 252. Respondent shall make no further claims for expert fees or expert costs in connection with Parcel 252.

This Settlement Agreement, executed by counsel for the parties on this 3th day of August, 2017, contains all the agreements of the parties.

Attorney for Petitioner

Central Florida Expressway Authority

Harold A. Lassman, Esq Counsel for Respondent

Anthony Randall Carter

august, 2017

CONSENT AGENDA ITEM #12



MEMORANDUM

TO:

Central Florida Expressway Authority

CLIENT-MATTER NO.: 19125.0153

Board Members

FROM:

Suzanne M. Driscoll, Esq., Shutts & Bowen, Right-of-Way Counsel

DATE:

August 29, 2017

RE:

State Road 453 Wekiva Parkway, Project 429-204; Parcel 260

Proposed Mediated Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval of the CFX Board of the Mediated Settlement Agreement between William S. Bennett and Peggy H. Bennett (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 260 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-204.

INTRODUCTION

The case was successfully mediated on August 24, 2017, before a significant amount of pre-trial discovery and other work had been performed. The parties have reached a proposed settlement with the Owners for all claims for property taken ("full compensation") in the amount of \$485,000, plus statutory attorney's fees and litigation costs in the amount of \$52,800, and all expert fees in the sum of \$7,500.

DESCRIPTION AND BACKGROUND

Parcel 260 is a fee simple whole taking consisting of 2.441 acres which was the homestead of Mr. and Mrs. Bennett. The property is located along the west side of Plymouth Sorrento Road, north of Ondich Road, in the Apopka area of Orange County, Florida. The subject property is improved with a 2,777 square foot, 5-bedroom, 3-bath single-family residence built in 1971. The northwesterly wing of the home has 2 bedrooms, 1 bath, kitchen and family room and is utilized as a guest apartment. The residence has an attached 2-car garage, fireplace, in-ground swimming pool, 4-stall horse barn, shed, dog pen, fencing, and various other agricultural/rural residential related improvements.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. Mr. Durrance opined the highest and best use of the property is for residential use. Mr. Durrance used seven (7) comparable land sales with prices ranging from \$23,400 per acre to \$29,300 per acre to arrive at the valuation of \$27,500 per acre or \$67,000 for the fee simple market value of the land. Additionally, Mr. Durrance used three (3) improved comparable sales

ranging in price from \$102 per s.f. to \$115 per s.f. to determine the value of the improvements at \$258,000, for a total property value of \$325,000 (Land \$67,000 and improvements \$258,000.) A copy of the legal description of Parcel 260 and Right of Way Parcel Sketch is attached as Exhibit "A". Photographs depicting the property and its location are attached as Exhibit "B".

OWNERS VALUATION

Thomas Callan, counsel for the Owners, retained Richard Dreggors, a State Certified General Real Estate Appraiser, and PSG Construction, contractors, to provide preliminary valuation estimates for the property. Based upon the cost approach to value, Mr. Dreggors' preliminary conclusion was that the property was worth between \$175 and \$233 per square foot of building area. After reconciliation, Mr. Dreggors arrived at a conclusion of value for the property of \$620,000. It should be noted that the Owners contended that the gross building area of 3,500 SF should be utilized as the basis for the valuation in contrast to the 2,777 SF of living area utilized by CFX's appraiser.

STATUTORY ATTORNEY'S FEES AND EXPERT FEES

Statutory attorney's fees are based upon the benefit achieved. With a settlement of full compensation to the Owners in the sum of \$485,000, the monetary benefit achieved is \$160,000 (\$485,000 less the first written offer of \$325,000). In this case, statutory attorney's fees are the sum of 33% of the benefit up to \$250,000 (\$160,000 x 33% = \$52,800).

Regarding expert fees, Thomas Callan on behalf of the Owners retained 2 experts and presented invoices totaling \$8,744. Attached as Exhibits "C" and "D" hereto are copies of the invoices, which are summarized below:

Expert	Invoice	
Calhoun, Dreggors & Assoc., Inc.	\$ 7,394.00	
PSG Construction	\$1,350.00	
Total	\$8,744.00	

After reviewing the invoices, the hourly rates, and the services performed, counsel for CFX determined that a payment of \$7,500 for the landowners' expert fees and costs would be a reasonable amount for settlement purposes.

REQUESTED ACTION

We respectfully request that the CFX Board approve the Mediated Settlement Agreement in the amount of <u>\$485,000.00</u> as full compensation to the Owners for the property taken subject to apportionment claims, if any, plus statutory attorney's fees and litigation costs in the amount of <u>\$52,800</u>, and payment of all the Owners' expert fees in the sum of <u>\$7,500</u>. A copy of the Mediated Settlement Agreement is attached as Exhibit "E." The Right

Bennett, Parcel 260 Page 3 of 3

of Way Committee recommended approval of the Mediated Settlement Agreement at its meeting on September 5, 2017.

ATTACHMENTS

Exhibit "A" - Legal Description and Right of Way Sketch

Exhibit "B" - Photographs of the Subject Property and Area

Exhibit "C" - Calhoun, Dreggors & Assoc., Inc., Invoice

Exhibit "D" - PSG Construction Invoice

Exhibit "E" - Mediated Settlement Agreement

Reviewed by: Joseph Hamitae

ORLDOCS 15620139 1

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 260

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1932, PAGE 388, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4, OF THE SE 1/4, SECTION 1 TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.441 ACRES, MORE OR LESS.

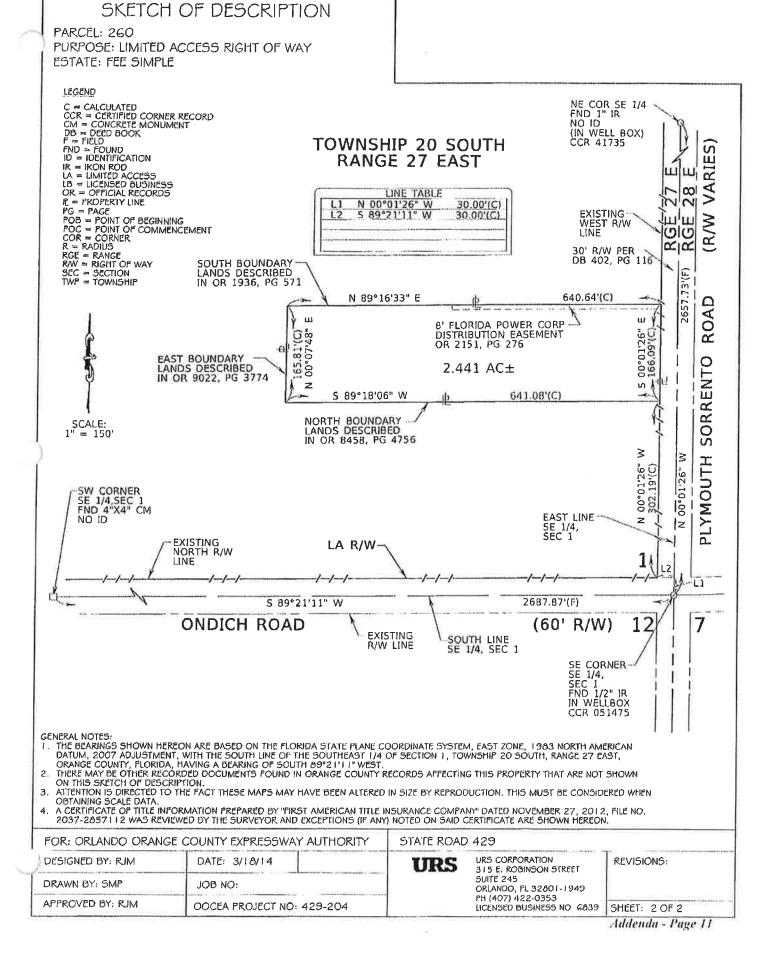
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5.J-! 7, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE PROPRIOTAL STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

RUSSEL J. MARKS, PSM NO. 5623

NO (/ ALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY STATE ROAD 429 REVISIONS: DESIGNED BY: RJM UR3 CORPORATION DATE: 3/18/14 URS 315 E, ROBINSON STREET SUITE 245 DRAWN BY: 5MP JOB NO: ORLANDO, FL 32801-1949 PH (407) 422-0353 APPROVED BY: RJM OOCEA PROJECT NO: 429-204 LICENSED BUSINESS NO 6839 SHEET: 1 OF 2

Addenda - Page 10







N

AERIAL

(Source: OCPARL.org - 2014 Image Date)



N

AERIAL/SKETCH



BIRDS EYE/IMPROVEMENTS

EXHIBIT "C"

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

August 23, 2017

Thomas P. Callan Esq. c/o Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

RE:

Owner:

Bennett

Project:

Wekiva Parkway

Parcel No.: 260

County:

Orange

INVOICE

Conferences with owner's representative and contractor, exterior inspection of subject, sales research/analysis, review sales, inspect subject property, meeting with owner, review highest and best use, review information needed for upcoming mediation.

Abrams Schmidt:

20.25 Hrs. x \$175/Hr. =

\$3,544

Dreggors:

 $14.00 \text{ Hrs. } \times \$275/\text{Hr.} =$

3,850

Total

\$7,394

Thank you,

Richard C. Dreggors, GAA

President

RCD/ddp

OWNER	BENNETT	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	260	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/13/15	REVIEW OF SUBJECT DATA.	0.75
02/17/15	REVIEW OF CONDEMNOR APPRAISAL; ANALYSIS OF SALES.	2.50
03/04/15	PREPARE FOR SITE INSPECTION.	1.00
03/05/15	INSPECTED SUBJECT PROPERTY.	1.50
04/02/15	MEETING WITH RICK TO REVIEW MARKET AREA FOR SALES RESEARCH; START RESEARCHING SALES; ANALYSIS OF SALES.	1.25
04/03/15	RESEARCH SALES; ANALYSIS OF SALES.	4.50
04/07/15	ANALYSIS OF SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	1.75
10/15/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.25
10/22/15	UPDATE SALES RESEARCH; ANALYSIS OF SALES AND PRELIMINARY VALUES; MEETING WITH RICK TO DISCUSS; PREPARE DIFFERENCES CHART.	4.75
08/23/17	UPDATE SALES ANALYSIS; REVIEW WITH RICK; CALL WITH OWNER'S REPRESENTATIVE.	2.00
	TOTAL HOURS	20.25

OWNER	BENNETT	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	260	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/11/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF PROJECT ON VALUES; DISCUSS SCOPE OF OUR ASSIGNMENT.	0.75
03/05/15	EXTERIOR INSPECTION OF SUBJECT; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR SCOPE OF WORK; CONFERENCE WITH ASSOCIATE; CONFERENCE WITH CONTRACTOR.	2.25
04/02/15	ASSIST WITH SALES RESEARCH.	1.25
04/03/15	REVIEW SALES WITH ASSOCIATE.	1.25
04/07/15	CONFERENCE CALLS WITH OWNER'S REPRESENTATIVE AND ASSOCIATE REGARDING SALES RESEARCH AND ANALYSIS.	1.00
10/15/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEADLINES AND OUR REMAINING SCOPE OF WORK.	0.25
10/22/15	REVIEW SALES; MEETING WITH ASSOCIATE; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
06/20/16	PREPARE FOR AND INSPECT SUBJECT PROPERTY; MEET WITH OWNER.	2.50
09/19/16	REVIEW INFORMATION ON THE SUBJECT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW HIGHEST AND BEST USE.	1.25
08/16/17	REVIEW FILE; REVIEW INFORMATION NEEDED FOR UPCOMING MEDIATION; REVIEW WITH TOM CALLAN'S OFFICE.	1.00
08/23/17	MEETING WITH ASSOCIATE TO REVIEW SALES; ANALYSIS OF SALES; CONFERENCE WITH TOM CALLAN TO REVIEW.	<u>1.75</u>
	TOTAL HOURS	14.00

EXHIBIT "D"



INVOICE

INVOICE DATE	PROJECT NNAME	INVOICE NUMBER
8/23/17	Bennett	Bennett01

PROJECT LOCATION:
*

DESCRIPTIO	N OF WORK COMPLETE THIS INVOICE		AMOUNT
2/27/15 3/2/15	Call from Tom Callan	.25	
3/2/15	Email from Stephane/set up file Email from Scott/ return Email	.50 .25	
3/3/15	Email from Madelyn	.25	
3/12/15	Site visit	3	
3/19/15	Up load pictures	.25	1
4/1/15	Meeting with Tom	.5	
4/3/15 6/2/15	Estimate Coll from Torre	1.5	
0/2/15	Call from Tom	.25	
1			-37
	Total	6.75	\$200.00
TOTAL AN	OUNT DUE THIS INVOICE	(AS .40)	\$1,350.00

PSG CONSTRUCTION 09/26/96 PC-04

EXHIBIT "E"

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,	CASE NO: <u>3015 - CA - 002136 - 0</u>		
body politic and corporate, and an agency of the state	20		
under the laws of the State of Florida,	Subdivision 39		
Petitioner,	Parcel 260 (Bemett)		
VS.			
ODIS Dover , et. al.			
, et. al.			
Respondent(s).			
Respondent(s).			
2			
MEDIATED SETTLEMENT AG	REEMENT		
At the Mediation Conference hold on A	Maria the newtice reached the		
At the Mediation Conference held on August following Settlement Agreement:	34 2011, the parties reached the		
zono www Santament r Praement			
1. Petitioner will pay to Respondent(s), _W	Villiam 5 Bennett and		
referred to as "Respondent") the sum of Four Hands			
(referred to as "Respondent") The sum of Four Hunds	red Eighty Fire Thousand		
exactly (\$ 485,000), in full settlement of all cl	Dollars		
exactly (\$ 185,000), in full settlement of all cl	laims for compensation from Petitioner		
whatsoever for the taking of Parcel 360 claims related to real estate and business damages, if a	ncluding statutory interest and all		
expert witness costs. The settlement sum may be subje			
party in this case having a property interest in or a lies			
previously deposited in the Registry of the Court Petitione			
of Three Hundred Twenty Five Tho Dollars (\$ 325,000 00). Within thirty days (3	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 sur	nof Sixty one Thousand		
Eight Hundred Fifteen and 38/10	Dollars		
Eight Hyndred Fifteen and 38/100 — Dollars exactly (\$61,815.38), representing the difference between the total settlement sum			
referenced above and the Petitioner's previous deposit in the housing payment (recepture) the sum of	ais case, and the replacement		
2. In addition to the settlement amount refere	mand in Days growth 1 of this Cattlement		
Agreement, Petitioner will pay to the trust account of			
FIFTY Two Thousand Eight Hundre			
(\$ 52,800.00) in full settlement and satisfactio	n of all attorney's fees, including all		
fees related to monetary benefits, non-monetary benefits,			
case, but excluding supplemental proceedings related to ap			

JIN ME

- 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 5 even Thousand Five Hundred and Dollars (\$ 7,500,000) 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:
 - a. PSG Construction: \$1,350.00; b. Calhoun, Dressols & Assoc. \$7,394.00; reduced to \$6,150.00
- 4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.
- 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 ________, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- 9. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes* (2016).
- 10. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

terminetes on october 17, 2017, unless CFX obtains un Board approval by then or unless extended by the parties.

106. Respondent shall File a succession of Death For william 5. Bene-

within Five (5) days of the date of this Settlement Agreement.

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11. This Settlement Agreement, executed by the parties and their counsel on this day of August, 2017, contains all the agreements of the parties.

Print Name: Suzanni Dr. Xoll
Print Name: Theres & College

Attorney for Owner

Mediator

CONSENT AGENDA ITEM #13



MEMORANDUM

TO:

Central Florida Expressway Authority

CLIENT-MATTER NO.: 19125.0180

Board Members

FROM:

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

DATE:

August 29, 2017

RE:

State Road 453 Wekiva Parkway, Project 429-206; Parcel 330 Parts A, B and C;

Parcel 730; and Parcel 731A and 731B

Proposed Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a settlement between Ramlee Holdings Limited Partnership (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 330 Parts A, B and C; Parcel 730; and Parcel 731A and 731B (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

The property is located at the northeast corner of State Road 46 and Round Lake Road, in unincorporated Lake County and is comprised of three (3) tax parcels. Please see Exhibit "A" attached hereto. The acquisition includes a fee taking and a temporary construction easement totaling 30.941 acres plus a 17,494 s.f. temporary construction easement from a parent tract of 61.602 acres. The fee simple acquisition parcels are: Parcel 330 Part A which consists of 1.878 acres along the south and west borders of the parent tract (acquired as right of way to be utilized for the proposed State Road 46 and Round Lake Road); Parcel 330 Part B which consists of 3.060 acres along the south and east borders of the parent tract (acquired as right of way to be utilized for State Road 46); and Parcel 330 Part C which consists of 26.003 acres in the central area and along the north border of the parent tract (acquired as limited access right of way for the Wekiva Parkway). Parcels 730, 731A and 731B are temporary construction easements consisting of 17,494 square feet along the north border of Parcel 330 Parts A and B. Please see Composite Exhibit "B" attached hereto.

The property is improved with a clubhouse, which reflects the prior use of the property as a golf driving range (now vacant), asphalt paving, perimeter chain link fencing, two chain link gates, wooden signs, a well and septic tank, and a wooden billboard. The improvements are in poor to average condition due to deferred maintenance and thus have a nominal value. Lake

County has previously approved ordinances that cover the subject property, including a rezoning of the central part of the property to CP, Planned Commercial, a rezoning of the eastern part of the parent tract to MP, Planned Industrial and a rezoning of the western part of the parent tract to CP, Planned Commercial. The parent tract has a Future Land Use designation of Regional Office and lies within the Wekiva Study Area overlay and the Mount Plymouth-Sorrento Community overlay.

Walter N. Carpenter, Jr. of Pinel & Carpenter, Inc., appraised the property on behalf of the Central Florida Expressway Authority. Mr. Carpenter opined the highest and best use of the parent tract is for mixed commercial and industrial use. Mr. Carpenter opined that the property should be held for development until sufficient market demand exists.

The taking bisects the parent tract and creates two non-contiguous tracts of irregular shape. The taking reduces the size of the property by approximately 50.2% from 61.602 acres to 30.661 acres. The western remainder contains 28.123 acres and retains its existing frontage on Round Lake Road and State Road 46, with limited access frontage along State Road 453 adjacent to Ramps C and D. The eastern remainder contains 2.538 acres and will retain its existing frontage on State Road 46, and gain limited access frontage along State Road 453 adjacent to Ramps C and D.

Mr. Carpenter used comparable land sales ranging in value from \$0.57 s.f. to \$2.89 s.f., to arrive at a land value of \$1.75 per square foot. The taking is delineated as follows:

Part A taking: 81,806 s.f. = \$143,161 Part B taking: 133,294 s.f. = \$233,265 Part C taking: 1,132,691 s.f. = \$1,982,209

Total taking value for Land \$2,358,635

Mr. Carpenter additionally valued the depreciated improvements within the taking with a value of \$5,756.

In the after condition, the western remainder is an irregularly shaped parcel that contains 28.123 acres. The Wekiva Parkway will be between 9' below and 15.5' above the remainder parcel. Mr. Carpenter determined that future development of the western remainder will require increased cost of extension of utilities due to the project. Additionally, in the after condition, the eastern remainder is an irregularly shaped parcel that contains 2.538 acres. remainder will have only 29' of frontage on SR 46. This width does not support a public or private street. Additionally, the elevation change from the newly-constructed right-of-way of SR 46 to the sidewalk adjacent to the property is 11' to 12' below the grade of the subject property. Along the western property line of the eastern remainder, the constructed Wekiva Parkway will be between 4' below to 25' above the remainder property. Mr. Carpenter determined that future development of the eastern remainder parcel will require increased cost of extension of utilities due to the project. Due to the above-referenced issues including access constraints and physical impediments to a large industrial development use, Mr. Carpenter found 67% damages to the eastern remainder which equates to \$138,190. Accordingly, Mr. Carpenter's total compensation for the taking of Parcels 330 and 730 is \$2,513,201 (\$2,358,635 land, \$5,756 improvements, \$3,030 cost to cure, \$13,990 temporary easement and \$138,190 damage).

Ramlee Holdings Limited Partnership is represented by Joel Roberts, Esq. Mr. Roberts retained appraiser, Rick Dreggors, engineer, Bill Tipton, Jr. and land planner, Jim Hall. Ramlee valued the taking by the CFX at a total of \$4,795,455.60 and indicated that would be their trial position. Mr. Roberts argued that the Ramlee property consists of two separate and distinct parent tracts with different zoning characteristics. Specifically, an eastern tract totaling 36.10 acres zoned industrial and a western tract totaling 25.50 acres zoned for commercial use. Ramlee's experts concluded severance damages to the eastern remainder at a blended 78% (95% damages for east side of the ramp and 75% damages to the west side of the ramp). Mr. Roberts argued that the loop ramp poses significant constraints on development in the after condition and the east side of the ramp is obviously unusable.

As to the western portion of the property, Mr. Roberts indicated this property is divided up into a northern and southern tract or forward and adjacent to SR 46 and 13 acres in the back of the property. Mr. Roberts argued that the impact of the taking would cause a downgrade in the develop-ability of the back portion of the western property. In order to capture the damages, their experts downgraded the property from commercial to office industrial in the after condition, thereby resulting in 40% damages to the back property (20.56 ac.) and 10% damages to the front property (.5 ac.) in the after condition. Mr. Roberts indicated that the damages to the western back portion of the property should be clear based on the grade changes and visibility issues due to SR 46 being 11'-12' below the elevation of the new right-of-way line in the after condition. Mr. Roberts furthered argued sales in the range of \$3.75 s.f. to \$6.50 s.f. The total land value and damages to the remainders totaled \$4,795,455.60.

This parcel has not yet been set for trial; however the parties had ongoing negotiations over a period of months resulting in a settlement in the amount of \$3,300,000 or an additional \$780,399. Additionally, the expert's fees and costs were negotiated down to \$43,584. Finally, statutory attorneys' fees total \$215,099.75.

For the above-cited reasons, Right of Way counsel requests the Right of Way Committee recommend to the CFX Board the settlement of the underlying property owner's compensation in the amount of \$3,300,000; experts' fees and costs in the amount of \$43,548.00; and statutory attorneys' fees in the amount of \$215,099.75 for a total settlement of \$3,558,647.75. The CFX will be credited with \$2,519,601 previously deposited as its good faith estimate. Settlement of any and all claims for Parcel 330, Parts A, B and C; Parcel 730; and Parcel 731A and 731B will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire the parcel.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed total settlement of \$3,558,647.75 in settlement of all claims for compensation in the acquisition of Parcel 330, Parts A, B and C; Parcel 730; and Parcel 731A and 731B, and all attorneys' fees and any costs and experts' fees and costs.

This settlement agreement was recommended by the Right of Way Committee at its September 5, 2017 meeting.

ATTACHMENTS

Exhibit "A" – Tax Map Showing Assembled Parent Tract Composite Exhibit "B" – Aerial Photo – Acquisition (2 pages) Exhibit "C" – Sketch of the Subject Property Exhibit "D" –Settlement Agreement Exhibit "E" – Respondent's Experts' Invoices

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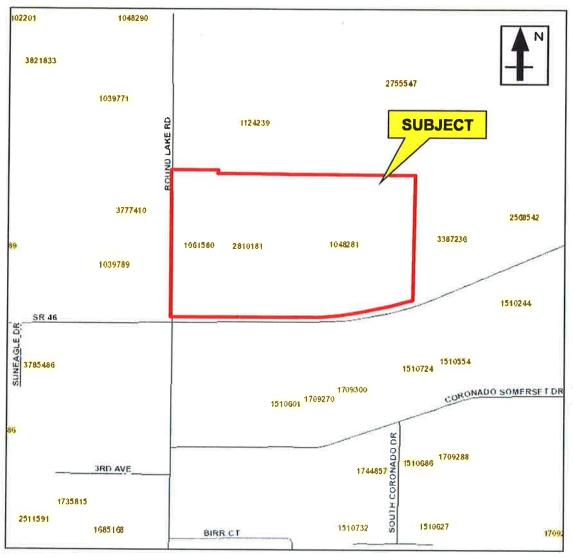
330 AND 730

PARCEL NOS.: OWNER: PROJECT: CITY/COUNTY:

RAMLEE HOLDINGS LIMITED PARTNERSHIP SR 453 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206 AND PROJECT NO. 238275-3 UNINCORPORATED/LAKE

13

TAX MAP



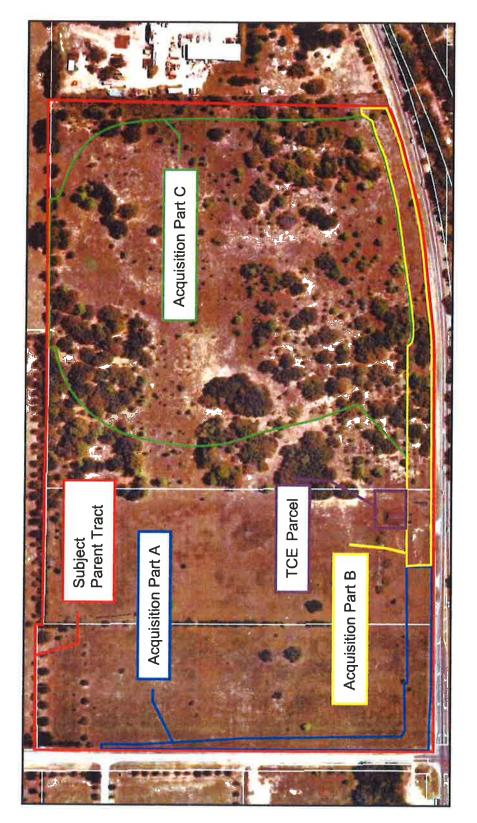
Approximate Representation

Source: Lake County Property Appraiser

PARCEL NOS.: OWNER: PROJECT: CITY/COUNTY:

330 AND 730 RAMLEE HOLDINGS LIMITED PARTNERSHIP SR 453 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206 AND PROJECT NO. 238275-3 UNINCORPORATED/LAKE

AERIAL PHOTO (ACQUISITION)

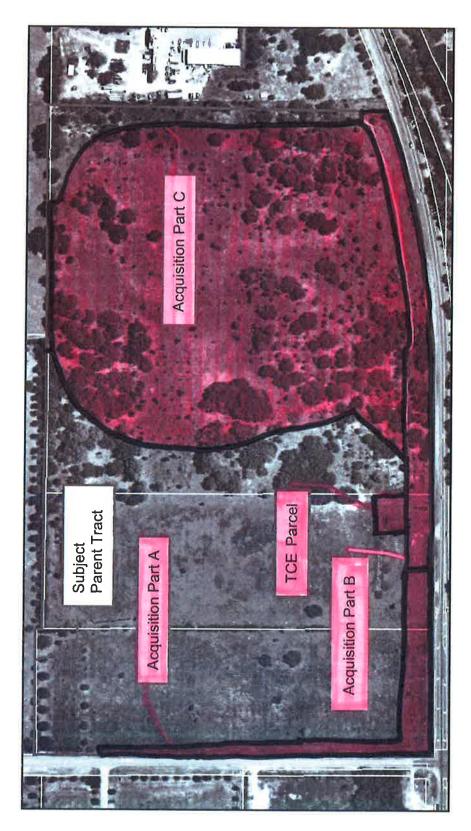


COMPOSITE EX "B" PACE 2

PARCEL NOS.:

330 AND 730 RAMLEE HOLDINGS LIMITED PARTNERSHIP SR 453 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206 AND PROJECT NO. 238275-3 UNINCORPORATED/LAKE OWNER: PROJECT: CITY/COUNTY:

AERIAL PHOTO (ACQUISITION)



CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 453 PROJECT No. 429-206

PARCEL 330 PART A PURPOSE: RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 40.00 feet; thence departing said South line, run North 00°23'00" West, a distance of 60.02 feet to the intersection of the East right of way line of Round Lake Road per Florida Department of Transportation Right of Way Map, Section 11130-2521 and the North right of way line of State Road 46, per FDOT Maintenance Map recorded in Map Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence continue North 00°23'00' West along said East right of way line, a distance of 1069.86 feet; thence departing said East right of way line, run North 89°56'06" East, a distance of 10.00 feet; thence run South 00°23'00" East, a distance of 100.00 feet; thence run South 03°04'36" East, a distance of 170.24 feet; thence run South 03°33'43" East, a distance of 180.35 feet; thence run South 01°29'39" East, a distance of 257.93 feet; thence run South 00°23'00" East, a distance of 257.19 feet; thence run South 36°13'11" East, a distance of 18.03 feet; thence run North 89°36'34" East, a distance of 164.50 feet; thence run South 00°23'26" East, a distance of 5.00 feet; thence run North 89°36'34" East, a distance of 400.00 feet; thence run South 00°23'36" East, a distance of 94.91 feet to a point on the aforementioned North right of way line of State Road 46; thence run along said North right of way line for the following three courses; run South 89°36'11" West, a distance of 417.71 feet; thence run North 84°41'10" West, a distance of 100.50 feet; thence run South 89°36'11" West, a distance of 90.36 feet to the POINT OF BEGINNING.

Containing 1.878 acres, more or less.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 453 PROJECT No. 429-206

PARCEL 330 PART B PURPOSE: RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence run North 89°36'24" East, a distance of 406.69 feet to a point on a non-tangent curve to the left, concave to the Northeast, having a radius of 139.50 feet and a Central Angle of 40°39'23"; thence run Southeasterly along the Arc of said curve a distance of 98.99 feet (Chord Bearing South 70°57'30" East, Chord Distance = 96.92 feet) to a point of compound curvature of a curve concave to the North having a radius of 2055.98 feet and a Central Angle of 13°40'35"; thence run Easterly along the Arc of said curve a distance of 490.76 feet (Chord Bearing = North 81°52'31" East, Chord Distance = 489.59 feet) to the end of said curve; thence North 55°03'11" East, a distance of 37.72 feet; thence North 72°38'53" East, a distance of 121.85 feet; thence North 29°24'48" East, a distance of 59.47 feet; thence North 73°10'11" East, a distance of 29.32 feet; thence South 01°18'37" East, a distance of 106.16 feet to a point on the Northerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Map Book 11, Page 1, Public Records of Lake County, Florida, and a point on a non-tangent curve, concave to the Northwest, having a Radius of 2831.79 feet and a Central Angle of 06°49'35"; thence run along said Northerly right of way line for the following 8 courses: along the Arc of said curve, a distance of 337.39 feet (Chord Bearing = South 73°54'45" West, Chord Distance = 337.19 feet) to the end of said curve; thence North 12°40'27" West, a distance of 4.00 feet; thence run South 77°37'32" West, a distance of 29.60 feet; thence run South 12°04'28" East, a distance of 4.00 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 2831.79 feet and a Central Angle of 11°40'40"; thence run along the Arc of said curve, a distance of 577.16 feet (Chord Bearing = South 83°45'52" West, Chord Distance = 576.16 feet) to the end of said curve; thence South 89°36′11" West, a distance of 491.16 feet; thence North 00°23'49" West, a distance of 17.00 feet; thence South 89°36'11" West, a distance of 122.29 feet; thence, departing said Northerly right of way line, North 00°23'36" West, a distance of 94.75 feet; thence North 89°36'24" East, a distance of 350.00 feet to the POINT OF BEGINNING.

Containing 3.060 acres, more or less.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 453 PROJECT No. 429-206

PARCEL 330 PART C PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence run North 46°03'12" East, a distance of 225.47 feet; thence run North 20°23'36" West, a distance of 313.03 feet to a point of curvature of a curve, concave to the Southeast, having a Radius of 548.08 feet and a Central Angle of 87°50'45"; thence run Northeasterly along the Arc of said curve, a distance of 840.31 feet (Chord Bearing = North 23°31'47" East, Chord Distance = 760.39 feet) to the end of said curve; thence run North 00°10'44" East, a distance of 19.97 feet to the North line of the South 1/2 of said Southwest 1/4; thence run South 89°49'12" East along said North line, a distance of 423.45 feet; thence departing said North line, run South 00°10'44" West, a distance of 19.96 feet to a point on a non-tangent curve to the right, concave to the Southwest, having a radius of 536.08 feet and a Central Angle of 63°03'02"; thence run Southeasterly along the Arc of said curve, a distance of 589.92 feet (Chord Bearing = South 35°31'15" East, Chord Distance = 560.60 feet) to the point of tangency; thence run South 03°59'44" East, a distance of 375.70 feet to a point of curvature of a curve, concave to the East, having a Radius of 884.93 feet and a Central Angle of 10°48'54"; thence run Southeasterly along the Arc of said curve, a distance of 167.04 feet (Chord Bearing = South 09°24′11" East, Chord Distance = 166.79 feet) to the end of said curve; thence South 29°24'48" West, a distance of 59.47 feet; thence South 72°38'53" West, a distance of 121.85 feet, thence South 55°03'11" West, a distance of 37.72 feet to a point on a non-tangent curve to the right, concave to the Northwest, having a radius of 2055.98 feet and a Central Angle of 13°40'35"; thence run Southwesterly along the Arc of said curve, a distance of 490.76 feet (Chord Bearing = South 81°52'31" West, Chord Distance = 489.59 feet) to a point of compound curvature of a curve concave to the Northeast having a radius of 139.50 feet and a Central Angle of 40°39'23"; thence run Northwesterly along the Arc of said curve, a distance of 98.99 feet (Chord Bearing = North 70°57'30" West, Chord Distance = 96.92 feet) to the end of said curve; thence South 89°36'24" West, a distance of 406.69 feet to the POINT OF BEGINNING.

Containing 26.003 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL 730

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT (ESTATE: TEMPORARY EASEMENT)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36′51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23′49" West, a distance of 144.93 feet; thence run South 89°36′24" West, a distance of 143.22 feet to the POINT OF BEGINNING; thence continue South 89°36′24" West, a distance of 130.22 feet; thence North 00°22′03" West, a distance of 94.39 feet; thence South 89°42′21" East, a distance of 130.97 feet; thence South 00°05′29" West, a distance of 92.83 feet to the POINT OF BEGINNING.

Containing 12,225 square feet, more or less.

PARCEL 731A

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT (ESTATE: TEMPORARY EASEMENT)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36′51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23′49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence South 89°36′24" West, a distance of 143.22 feet; thence North 00°05′29" East, a distance of 15.00 feet; thence North 89°36′24" East, a distance of 158.87 feet; thence South 46°03′12" West, a distance of 21.77 feet to the POINT OF BEGINNING,

Containing 2,266 square feet, more or less.

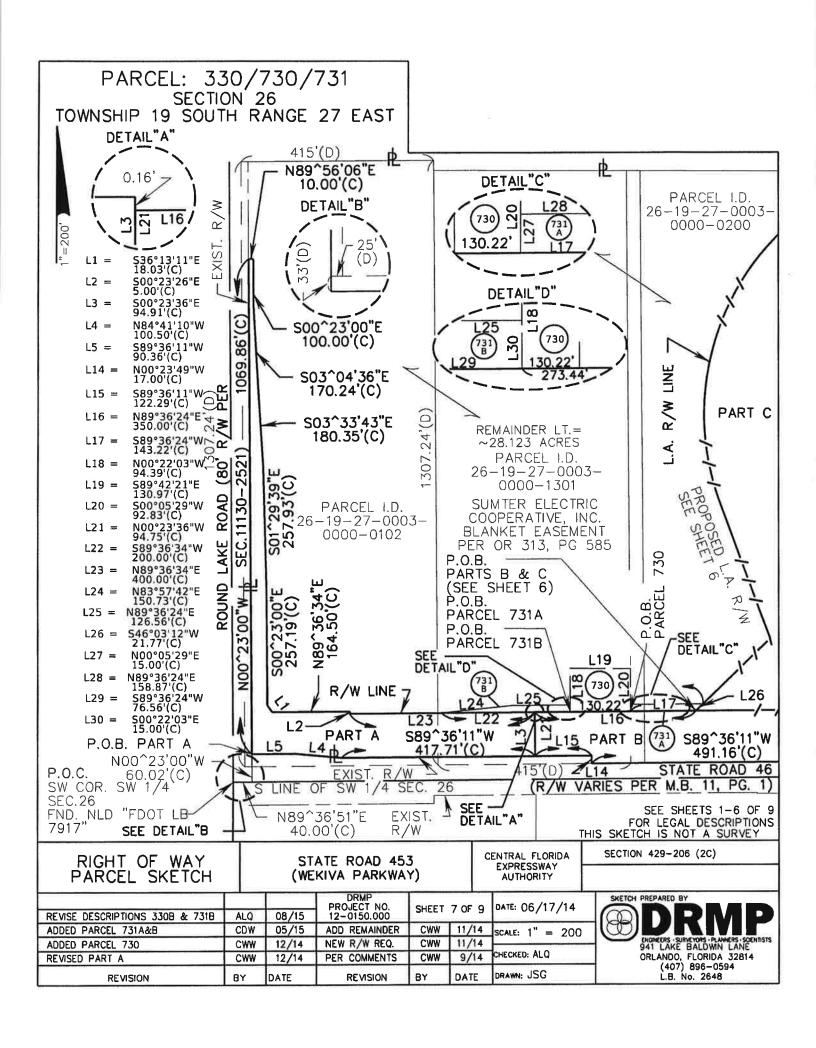
PARCEL 731B

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT (ESTATE: TEMPORARY EASEMENT)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36′51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23′49" West, a distance of 144.93 feet; thence South 89°36′24" West, a distance of 273.44 feet to the POINT OF BEGINNING; thence continue South 89°36′24" West, a distance 76.56 feet; thence North 00°23′36" West, a distance of 0.16 feet; thence South 89°36′34" West, a distance of 200.00 feet; thence North 83°57′42" East, a distance of 150.73 feet; thence North 89°36′24" East, a distance of 126.56 feet; thence South 00°22′03" East, a distance of 15.00 feet to the POINT OF BEGINNING

Containing 3,003 square feet, more or less.



PARCEL: 330/730/731 SECTION 26 TOWNSHIP 19 SOUTH RANGE 27 EAST PARCE I.D. 26-19-27-0003-0000-1300 PARCEL I.D. 26-19-27-0002-0000-0106 -/--/---S89^49'12"E N LINE OF S 1/2 SW 1/4 SEC. 26 S00^10'44"W 423.45'(C) 19.96'(C) PARCEL 1.D. -19-27-0003 0000-1301 2200 N00^10'44"E 19.97'(C) ACRES 1112.03'(D -0003-0000-REMAINDER =200, ī 529¹24'48"W 59.47'(C) L6 S72°38'53"W L7 27. 121.85'(C) PARCEL I.D. \$55°03'11"W 37.72'(C) L8 26-19-27-0003-19 0000-0200 N73°10'11"E 29.32'(C) 501°18'37"E L9 PART C 26 L10 =106.16'(C) L=11^40'40"(C) L=577.16'(C) R=2831.79'(C) C.B.=S83^45'52" C.D.=576.16'(C) !=06^49'35"(C) L=337.39'(C) R=2831.79'(C) C.B.=S73^54'45"W C.D.=337.19'(C) N12°40'27"W 4.00'(C) 503^59°, L11 =\$77°37[']32"W 29.60'(C) L12 =PARCE L13 =S12°04'28"E 4.00'(C) N89°36'24"E 350.00'(C) L16 =L17 =589°36'24"W 143.22'(C) !=10^48'54"(C) N00°22'03"W L18 =L=167.04'(C) R=884.93'(C) C.B.=S09^24'11"E C.D.=166.79'(C) 94.39'(C) S89°42'21"E 130.97'(C) L19 =CL20 = S00°05'29"W 92.83'(C) !=40^39'23"(C) L=98.99'(C) R=139.50'(C) C.B.=N70^57'30"W C.D.=96.92'(C) S46°03'12"W 21.77'(C) L26 =!=13^40'35"(C) L=490.76'(C) R=2055.98'(C) C.B.=S81^52'31"W C.D.=489.59'(C) 2 **L19** Ĺij 00 SHEE 730 06.69'(C) (R/W VARIES PER M.B. 11, PG. 1) 130,22 送 P.O.B. SEE DETAIL"C" PART B (SHEET 5) 491.16'(C) PAR. 730 C2 R/W EXIST. S89³⁶ N89^36'51"E STATE ROAD 46 EXIST. R/W P.O.C. N00^23'09"W 144.93'(C) SEE SHEETS 1-6 OF 9 LINE SW -SW COR, SW 1/4 SEC.26 FND. NLD "FDOT LB 7917 FOR LEGAL DESCRIPTIONS 1/4 SEC.26 THIS SKETCH IS NOT A SURVEY SECTION 429-206 (2C) RIGHT OF WAY CENTRAL FLORIDA STATE ROAD 453 **EXPRESSWAY** PARCEL SKETCH (WEKIVA PARKWAY) **AUTHORITY** DRMP PROJECT NO. 12-0150.000 SKETCH PREPARED BY SHEET 8 OF 9 DATE: 06/17/14 REVISE DESCRIPTIONS 330B & 731B ALQ 08/15 ADDED PARCEL A&B CDW 05/15 ADD REMAINDER CWW 11/14 SCALE: 1" = 200 ADDED PARCEL 730 CWW 12/14 NEW R/W REQ. **CWW** 11/14 CHECKED: ALQ REVISED PART A CWW 12/14 PER COMMENTS CWW 9/14 ORLANDO, FLORIDA 32814

REVISION

BY

REVISION

DATE

(407) 896-0594

L.B. No. 2648

DRAWN: JSG

DATE

RY

PARCEL: 330/730/731

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN,
- 3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- 4. THE RIGHT-OF-WAY SHOWN FOR ROUND LAKE ROAD IS BASED ON A RIGHT-OF-WAY MAP FOR STATE ROAD 46, SECTION 11130-2521, DATED NOVEMBER 22, 1993, PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- 5. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4699355, DATED FEBRUARY 23, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD

(C) = CALCULATED DATA

C.B. = CHORD BEARING

C.D. = CHORD DISTANCE

COR. = CORNER

CM = CONCRETE MONUMENT

(D) = DEED DATA

EXIST. = EXISTING

FND. = FOUND

I.D. = IDENTIFICATION

IP = IRON PIPE

L = ARC LENGTH

L.A. = LIMITED ACCESS

L.B. = LICENSED BUSINESS

M.B. = MAP BOOK

OR = OFFICIAL RECORDS BOOK

PAR. = PARCEL

P = PROPERTY LINE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

No. = NUMBER

PG = PAGE

R = RADIUS

REQ. = REQUIRED

R/W = RIGHT-OF-WAY

SEC. = SECTION

 $\Delta = CENTRAL ANGLE$

SEE SHEETS 1-6 OF 9
FOR LEGAL DESCRIPTIONS
SEE SHEETS 7-8 OF 9
FOR SKETCH OF DESCRIPTIONS

RIGHT OF WAY PARCEL SKETCH STATE ROAD 453 (WEKIVA PARKWAY)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SECTION 429-206 (2C)

DRMP PROJECT NO. DATE: 06/17/14 SHEET 9 OF 9 12-0150.000 ADD REMAINDER CWW 11/14 SCALE: 1" = 200 11/14 NEW R/W REQ. CWW ALLEN L. QUICKEL CHECKED: ALQ PER COMMENTS CWW 9/14 ORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED) DRAWN: JSG REVISION DATE



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-001714

RAMLEE HOLDINGS LIMITED Parcels 330 Parts A, B and C; PARTNERSHIP, et al., 730; 731A and 731B

Respondents. Judge Hill

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, RAMLEE HOLDINGS LIMITED PARTNERSHIP (referred to as "Respondent" or "Ramlee"), reached the following Settlement Agreement:

- 1. Petitioner will pay to Respondent the sum of THREE MILLION, THREE HUNDRED THOUSAND AND NO/100 DOLLARS exactly (\$3,300,000.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcels 330 Parts A, B and C; 730; 731A and 731B, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness fees and costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property.
- 2. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of TWO MILLION, FIVE HUNDRED NINETEEN THOUSAND, SIX HUNDRED ONE AND NO/100 DOLLARS (\$2,519,601.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of SEVEN HUNDRED EIGHTY THOUSAND, THREE HUNDRED NINETY-NINE AND NO/100 DOLLARS EXACTLY (\$780,399.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case. Additionally, a Clerk's Fee in the amount of ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$170.00) will be added to the settlement amount for processing the deposit through the Court Registry.
- 3. Petitioner will pay to the Trust Account of Baker & Hostetler, the total sum of FORTY-THREE THOUSAND, FIVE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$43,584.00), in full settlement of all experts' fees and costs incurred on behalf of Respondent in this matter, specifically as follows:

Calhoun, Dreggors & Associates	\$17,644.00
Tipton & Associates	\$13,407.00
VHB	\$12,533.00

- 4. Petitioner will pay to Baker & Hostetler, the sum of TWO HUNDRED FIFTEEN THOUSAND, NINETY-NINE AND 75/100 DOLLARS (\$215,099.75) in full settlement of statutory attorney's fees in this matter.
- 5. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.
- 6. Counsel for Petitioner and 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.
- 7. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.
- 8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcels 330, Parts A, B and C; Parcel 730; and Parcels 731A and 731B, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- 9. On November 27, 2015, Respondent executed and delivered to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes*.
- 10. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary.

11. This Settlement Agreement, executed by the counsel for the parties listed below on this 28 day of August, 2017, contains all the agreements of the parties.

David A. Shontz, Esq. SHUTTS & BOWEN LLP Counsel for Petitioner,

Central Florida Expressway Authority Joel E. Roberts, Esq. BAKER & HOSTETLER

Counsel for Respondent,

Ramlee Holdings Limited Partnership

FLABAL 42316 FOR

ORLDOCS 1560 1044 2

Calhoun, Dreggors & Associates, Inc.

Real Estate Appraisers & Consultants

August 30, 2017

Brian E. Smith c/o BakerHostetler SunTrust Center 200 South Orange Avenue, Suite 2300 Orlando, FL 32801-3432

RE: Owner: Ramlee Holdings, LP

Project:

Wekiva Parkway

Parcel No.: 145, 150, 155

County:

Lake

INVOICE

Inspect subject property, review CFX reports, prepare for and met with experts, conferences with owner's representative, research and analysis of land sales, analysis of highest and best use before and after the taking, analysis of before value, analysis of damages to remainders, review results of our analysis with owners.

Researcher:

\$ 487 6.50 Hrs. x \$ 75/Hr. =

Eaton:

22.25 Hrs. x \$ 150/Hr. = 3,337

Abrams:

45.00 Hrs. x \$ 175/Hr. = 7,875

Dreggors:

28.75 Hrs. x \$ 275/Hr. = 7,906

Total

\$19,605

Thank you,

Richard C. Dreggors, GAA President

RCD/smo

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

OWNER PROJECT PARCEL(S) COUNTY	RAMLEE HOLDINGS, LP WEKIVA PARKWAY 145, 150, 155 LAKE	RESEARCHER
DATE	TYPE OF SERVICE	HOURS
07/23/14	ASSISTED WITH COMPARABLE SALES RESEARCH IN LAKE AND ORANGE COUNTIES.	4.00
07/24/14	CONTINUED TO ASSIST WITH SALES RESEARCH.	<u>2.50</u>
	TOTAL HOURS	6.50

OWNER RAMLEE HOLDINGS, LP KEVIN EATON PROJECT WEKIVA PARKWAY PARCEL(S) 145, 150, 155 COUNTY LAKE

DATE	TYPE OF SERVICE	HOURS
07/14/14	MEETING WITH RICK TO REVIEW SCOPE OF WORK; REVIEWED FILE AND SPOKE WITH OWNER'S REPRESENTATIVE.	3.25
07/22/14	RESEARCHED SUBJECT ZONING AND LAND USE; SALES RESEARCH OF VACANT LAND.	4.50
07/23/14	MET WITH RICK TO REVIEW; RESEARCHED DOCUMENTS FOR SUBJECT; SALES RESEARCH IN ORANGE, LAKE AND SEMINOLE COUNTIES.	4.75
07/24/14	LAND SALES RESEARCH; MEETING WITH R. DREGGORS RO REVIEW HIGHEST AND BEST USE BEFORE THE TAKING	4.75
07/31/14	CONTINUE LAND SALES RESEARCH AND ANALYSIS.	5.00
	TOTAL HOURS	22.25

OWNER RAMLEE HOLDINGS, LP COURTNEY ABRAMS SCHMIDT PROJECT WEKIVA PARKWAY
PARCEL(S) 145, 150, 155
COUNTY LAKE

DATE	TYPE OF SERVICE	HOURS
08/03/15	REVIEW OF FILE AND CONDEMNORS APPRAISAL; RESEARCH SUBJECT MATERIAL; ANALYSIS OF HIGHEST AND BEST USE.	4.75
08/17/15	RESEARCH/ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW SCOPE OF WORK.	4.25
08/10/15	LAND SALES ANALYSIS; PREPARE FOR MEETING WITH EXPERTS.	5.25
08/13/15	RESEARCH/ANALYSIS OF LAND SALES BEFORE AND AFTER THE TAKING.	6.25
09/23/15	ANALYSIS OF SALES; PREPARE SALES EXHIBIT WITH INFORMATION ON THE SALES.	4.25
09/29/15	RESEARCH/ANALYSIS OF SALES; REVIEW WITH RICK; PREPARE FOR AND MEET WITH EXPERTS; WORKED ON SALES GRIDS.	6.50
01/18/17	PREPARE FOR CALL WITH EXPERTS; UPDATE SALES; ANALYSIS OF SALES.	6.00
01/19/17	UPDATE SALES ANALYSIS; ANALYSIS OF SALES.	2.75
01/20/17	ANALYSIS OF SALES.	3.00
01/23/17	MEETING WITH RICK TO REVIEW UPDATED SALES; UPDATE SUMMARY ANALYSIS.	2.00
	TOTAL HOURS	45.00

OWNER RAMLEE HOLDINGS, LP RICHARD C. DREGGORS, GAA PROJECT WEKIVA PARKWAY PARCEL(S) 145, 150, 155 COUNTY LAKE

DATE	TYPE OF SERVICE	HOURS
08/28/13	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW SUBJECT DATA FROM PUBLIC RECORDS.	1.50
04/08/14	CONFERENCE WITH OWNER'S REPRESENTATIVE ON STATUS OF CASE AND TAKING.	0.50
07/14/14	MEETING WITH ASSOCIATE TO REVIEW THE SCOPE OF OUR ASSIGNMENT.	0.50
07/23/14	MEETING WITH ASSOCIATE TO REVIEW LAND SALES DATA AND HIGHEST AND BEST USE OF PROPERTY.	0.25
07/24/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW OUR SCOPE OF WORK; REVIEW FILE; DISCUSS WITH ASSOCIATE OUR ASSIGNMENT; REVIEW SUBJECTS HIGHEST AND BEST USE.	4.25
08/22/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES FOR THE SUBJECT.	1.75
08/07/15	PREPARE FOR MEETING WITH EXPERTS; REVIEW REPORTS.	1.25
08/10/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE AND EXPERTS TO REVIEW HIGHEST AND BEST USE OF SUBJECT BEFORE AND AFTER THE TAKING.	4.50
08/17/15	MEETING WITH ASSOCIATE TO REVIEW SUBJECT DATA PREVIOUSLY COMPLETED AND NEW DATA.	1.00
09/21/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR APPRAISAL.	0.75
09/23/15	PREPARE FOR MEETING; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR VALUATION ANALYSIS AND SCOPE OF WORK.	0.75
09/29/15	ASSIST WITH LAND SALES RESEARCH OF COMMERCIAL AND INDUSTRIAL LAND; REVIEW WITH ASSOCIATE ANALYSIS OF BEFORE AND AFTER VALUES; MEETING WITH EXPERTS TO REVIEW.	5.75
06/20/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING ENGINEER ISSUES AND DAMAGES TO THE REMAINDER.	0.25

OWNER RAMLEE HOLDINGS, LP RICHARD C. DREGGORS, GAA
PROJECT WEKIVA PARKWAY
PARCEL(S) 145, 150, 155
COUNTY LAKE

		NAME OF THE OWNER, WHEN POST OF THE POST O
DATE	TYPE OF SERVICE	HOURS
		4.75
01/10/17	REVIEW LAND SALES FOR THE PROPERTY.	1.75
01/16/17	PREPARE FOR CONFERENCE CALL; CALL WAS RESCHEDULED.	0.75
01/18/17	REVIEW SALES; PREPARE FOR CONFERENCE CALL WITH EXPERTS; PARTICIPATE IN CONFERENCE CALL.	1.50
01/23/17	MEETING WITH ASSOCIATE TO REVIEW UPDATED SALES.	1.25
03/08/17	REVIEW FILE AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING CFX OFFER.	0.50
	TOTAL HOURS	28.75

Tipton Associates Incorporated 760 Maguire Blvd Orlando, FL 32803Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 16106

June 05, 2017 Page number 1

Project 4573:

Ramlee Holdings ROW

Brian Smith, Esq Baker Hostetler 200 South Orange Ave., Suite 2300 Orlando, FL 32801-3432

Professional Services for the period ended May 31, 2017

Project	4573:1	Parcels 330 &730					
Professio	nal Servi	ices			Hours	Rate	Amount
Chief En	gineer/Pla	nner			2.50	\$225.00	\$562.50
					Services	Total	\$562.50
					Charges Su	btotal	\$562.50
					Invoice	Total _	\$562.50
		Outstanding Invoices	Number	Date	Amount		
		Invoice	15781	8/17/2015	\$750.00	0	
		Invoice	15792	9/9/2015	\$9,271.00	0	
		Invoice	15808	10/15/2015	\$3,342.50	0	
				Tota	al Unpaid Inv	oices _	\$13,363.50
					Balance	e Due	\$13,926.00

STATEMENT OF WORK ACCOMPLISHED RAMLEE HOLDINGS ROW 4-573.1

Invoice No. 16106, June 5, 2017 - \$562.50

03/14/17 William E. Tipton, Jr. (WTJ) prepared exhibit documenting the area of taking and remainder parcel sizes based upon the underlying zoning category and E-mailed to attorney (2.5 hours)



Invoice

Please remit to:

Vanasse Hangen Brustlin, Inc.

101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Mr. Brian Smith Baker & Hostetler 200 S. Orange Avenue Suite 2300 Orlando, FL 32801 Invoice No:

<Draft>

July 25, 2017

VHB Project No: 62358.00

Invoice Total \$14,897.08

Professional Planning Services for Ramlee Holdings property

Professional Services Thru July 25, 2017

Professional Personnel

	Hours	Rate	Amount	
Principal 2	6.50	275.00	1,787.50	
Principal 1	12.00	250.00	3,000.00	
Technical/Professional 11	1.00	135.00	135.00	
Technical/Professional 06	3.00	125.00	375.00	
Technical/Professional 05	66.00	125.00	8,250.00	
Technical/Professional 04	5.00	95.00	475.00	
Totals	93.50		14,022.50	
Track to the con-				

Total Labor 14,022.50

Reimbursable Expenses

Printing

874.58

874.58

874.58

Total Reimbursables

Total this Invoice

\$14,897.08

Billings to Date

_	Current	Prior	Total
Labor	14,022.50	0.00	14,022.50
Expense	874.58	0.00	874.58
Totals	14,897.08	0.00	14,897.08



Project Number: 62358.00

Printed on: 1/7/2016 11:41:11 PM

Period: 201509

Date	Location	Job Type	User	Total
8/5/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.03
8/10/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.03
8/11/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0 .90
8/13/2015	Orlando FL	B/W Laser Printing	katleshannon	\$0.13
8/11/2015	Orlando FL	B/W Laser Printing	TSears	\$1.03
8/13/2015	Orlando FL	B/W Laser Printing	TSears	\$0.39
8/5/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$5.33
8/10/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$6.39
8/14/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
			Total	\$17.30

Page: 1 of 1



Project Number: 62358.00

Period: 201510

Date	Location	Job Type	User	Total
9/3/2015	Orlando FL	B/W Laser Printing	katieshannon	\$2.82
9/3/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$55.40
9/4/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.13
			Total	\$60.35

Printed on: 1/7/2016 11:41:23 PM

Page: 1 of 1



Project Number: 62358.00

Period: 201511

Date	Location	Job Type	User	Total
9/24/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$40.49
9/28/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$121.42
9/29/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$61.78
			Total	\$223.69

Printed on: 1/7/2016 11:41:39 PM



Project Number: 62358.00

Period: 201513

Date	Location	Job Type	User	Total
12/2/2015	Orlando FL	Large Format Bond Plot (SQ FT)	katieshannon	\$3.20
12/1/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.14
12/2/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$14.93
			Total	\$20.27

Printed on: 1/7/2016 11:41:57 PM

Page: 1 of 1

Project:62358.00



Project Number: 62358.00 Period: 201701

Date	Location	Job Type	User	Total
1/10/2017	Orlando FL	B/W Laser Printing	katieshannon	\$1.92
1/11/2017	Oriando FL	B/W Laser Printing	katieshannon	\$0.26
1/18/2017	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
1/19/2017	Orlando FL	B/W Laser Printing	katieshannon	\$1.41
1/20/2017	Orlando FL	Large Format Bond Plot (SQ FT)	katieshannon	\$3.20
1/9/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$265.19
1/10/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$6.40
1/11/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$10.66
1/18/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$57.53
1/19/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$7.46
			Total	\$354.16

Printed on: 7/25/2017 10:25:16 AM



Project Number: 62358.00

Period: 201702

Date	Location	Job Type	User	Total
1/24/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$3.20
			Total	\$3.20

Printed on: 7/25/2017 10:25:33 AM



Danvers, MA 01923

Project Number: 62358.00

Period: 201703

Total Date Location **Job Type** User katieshannon \$116.09 3/13/2017 Orlando FL Sm Fmt Color Printing \$116.09 Total

Printed on: 7/25/2017 10:25:51 AM

Page: 1 of 1

Project:62358.00

Billing Period thru 06/06/2017 Project No. 62358.00

Project Title: Planning Services for Ramlee Holdings

		Time	
Employee	Date	(in hours)	Description
Davis	11/16/15	2.00	GIS Maps for Parent Tract
	11/17/15	2.50	GIS Maps
	11/18/17	0.50	GIS Map review
	Total	5.00	
Hall	08/10/15	2.00	Meeting
	09/02/15	1.00	Review of DPA with Shannon
	09/25/15	1.00	Edits to report
	09/28/15	0.50	Prep for meeting
	09/29/15	1.00	Team mtg
	01/09/17	1.00	DPA edits
	01/11/17	0.50	Invoicing
	01/17/17	1.00	Report edits
	01/18/17	1.00	Revisions
	01/19/17	1.00	Revisions
	03/13/17	1.00	Prep with Shannon
	03/22/17	1.00	Meeting
	04/13/17	2.00	Mt. Dora visit
	04/20/17	1.00	draft of memo
	04/21/17	0.50	revivew of draft
	04/28/17	1.00	Review of report with Shannon
	05/12/17	1.00	Invoicing
	06/01/17	1.00	DPA edits
	Total	18.50	
Jackowski	07/30/15	0.50	File and Upload executed Master Contract and Client Authorization for Eminent Domain Services for Baker & Hostetler/Ramlee Holdings.
Sears	08/13/15	1.00	Plotted parcel 330 parts A-C and parcel 730, 730A and 730B.
Shannon	08/10/15 08/11/15	6.00 1.00	Meeting with Smith/Dreggors/Hall/Tipton - created GIS map series, reviewed Carpenter's appraisal Found description of the takings by CFX and sent them to Tyler Sears for plotting. Added these descriptions to the report.
	08/26/17	2.00	FLU Policy research/ review of JPA between City of Mount Dora and Lake County

Billing Period thru 06/06/2017 Project No. 62358.00

Project Title: Planning Services for Ramlee Holdings

		Time	
Employee	Date	(in hours)	Description
			Worked on DPA - GIS map series, FLU, property data from
	09/02/15	2.50	property appraiser's website.
			Continued work on DPA - revised all GIS maps, meeting with
	00/02/45	6.50	Jim Hall, read JPA, Ordinances, FLU Policies and started to
	09/03/15	6.50	organize dialog in the DPA
	09/11/15	0.50	Revisions to DPA
			updates to DPA - info from JPA, figure/charts data updated,
	09/28/17	5.00	pre-post condemnation sections, meeting with Jim
	09/29/15	1.50	Meetings at Baker Hostetler
	11/16/15	0.50	Meeting with Katie D. to discuss creation of new GIS maps
	11/30/15	4.00	Revisions to DPAs with separate parent tracts
	12/01/15	6.00	Continued revisions to DPAs
	12/02/15	3.00	Revisions to DPAs
			Email correspondence with Hall, Dreggors; review of report
	01/09/17	2.00	with Jim
	01/13/17	3.00	Edits to DPA
	01/17/17	6.00	Revisions to report: organization of Figures, revised Post-Condemnation conditions; review of 2016 Traffic Counts; revisions to permitted uses as defined in LDC per language in Ordinance agreement; edits to Appendix sections; review of Sumter Electric easement agreements Calcs done on frontage in after condition; conversations with Ponce on minimum standards; conference call with Hall, Dreggors, Smith; revisions to DPA; review of Summer Lakes Graces and JPA; start of edits to Western Holdings
	01/18/17	7.00	report
	01/19/17	3.00	Revisions to Western Holdings report
	01/20/17	3.50	Final edits to DPA
	03/03/17	0.50	Tele call with Brian
	03/13/17	0.50	Prep for meeting with reports; revisions to reports
	03/22/17	2.00	Meeting with Hall; tele call with Smith
	04/13/17	1.00	Visit with Mount Dora City Staff
	04/18/17	0.50	Scans of docs from the City; start to draft meeting minutes
			Continued draft of City Meeting Minutes; review of minutes
	04/21/17 Total	1.00 68.50	with Hall; compilation into pdf; sent to client
	Total Hours	93.50	

CONSENT AGENDA ITEM #14



MEMORANDUM

TO:

Central Florida Expressway Authority

CLIENT-MATTER NO.: 19125.0164

Board Members

FROM:

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

DATE:

August 22, 2017

RE:

State Road 453 Wekiva Parkway, Project 429-206; Parcel 336

Proposed Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a negotiated settlement between Hill's of Florida, LLC (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 336 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

Parcel 336 is a fee simple acquisition of 0.195 acres (8,482 sf) for use as right-of-way. The property is located on the north side of SR 46, east of Round Lake Road, in unincorporated Lake County, Florida. The parent tract consists of 11.087 acres of vacant industrial land, with a remainder of 10.892 acres. The subject is zoned Planned Industrial (MP), a site-specific industrial district, established for the subject property and a part of the adjacent property to the west in 2004 and limits the property use to office and/or warehouses. The future land use of the subject property is Regional Office, per the 2010 County-wide comprehensive plan which affected the property with new policies associated with the Wekiva River protection and new Future Land Use designations. Coordinated future land use designations with the City and the Joint Planning Area agreement assure all developed properties will eventually be within the City's limits.

The property is located in an area which has historically been agricultural in nature, with some residential home sites and some industrial and commercial development along SR 46, which is the major roadway in the area. The subject property could be improved with an industrial/commercial/office use when demand improves for such use in the area. It is reasonably expected the subject property will re-design the approved site plan/land use to take advantage of the new land use flexibility.

The subject was appraised for CFX by Richard K. MacMillan of The Appraisal Group of

Central Florida, Inc. Mr. MacMillan opines the highest and best use for the property as if vacant is for an office/industrial use.

Mr. MacMillan used five (5) land sales comparable ranging in adjusted sales price from \$39,463 to \$63,648 per acre, to arrive at a value of \$50,000 per acre for the subject, or \$554,400 for the parent tract. The taking is 0.195 acres with natural vegetation which, when valued at \$50,000 per acre is \$9,800. The taking reduces the size of the parent tract from 11.087 acres to 10.892 acre or 1.76%, and is large enough to allow a similar office/industrial use as to prior to the taking. The remainder land is generally similar in shape and has 712.74 feet of front along SR 46. The remainder will have the same zoning, future land use designation and similar level of services. SR 46 will remain a two-lane, paved roadway at a similar grade. West of the subject, between the subject and Round Lake Road there will be an elevated interchange for SR 453. Mr. MacMillan opines the highest and best use for the remainder is for an office/industrial use. Mr. MacMillan values the remainder at \$50,000 per acre, with no damages as a result of the taking. Additionally, there is no cost to cure for the vacant property, making the net value of the taking \$9,800.

Settlement discussions were instituted directly with Selina Hill, Manager of Hill's of Florida, LLC. We were able to settle this parcel for a total of \$14,800, with no attorneys' fees and costs and no experts' fees and costs.

For the above-cited reasons, Right of Way counsel requests the CFX Board to approve the settlement of the underlying property owners' compensation in the amount of \$14,800, plus the waiver of any and all attorneys' fees and costs and experts' fees and costs, which is in the CFX's best interest. Settlement of any and all claims for Parcel 336 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire the parcel. This settlement was recommended by the Right of Way Committee at its August 16, 2017 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement of \$14,800 in settlement of all claims for compensation in the acquisition of Parcel 336, plus the waiver of any and all attorneys' fees and any costs and experts' fees and costs.

ATTACHMENTS

Exhibit "A" - Sketch of the Subject Property

Exhibit "B" - Photographs of the Subject Property and Area

Exhibit "C" - Settlement Agreement

PARCEL 336

PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)

A parcel of land lying in the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18′30" West along the West line of said Southeast 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1367, Page 1689 of the Public Records of Lake County, Florida; thence departing said West line run North 67°16′27" East along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING; thence, departing said Northerly right of way line, run North 01°18′30" West, said line extended also being the West line of lands described in Official Records Book 3065, Page 1967 of the Public Records of Lake County, Florida, a distance of 44.70 feet; thence departing said West line, run North 73°17′56" East, a distance of 393.60 feet to a point on said Northerly right of way line; thence run South 67°13′53" West along said Northerly right of way line, a distance of 407.75 feet; thence continue along said Northerly right of way line North 01°18′30" West, a distance of 1.07 feet to the POINT OF BEGINNING.

Containing 0.195 acres (8,482 square feet), more or less.

PARCEL: 336 SECTION 26 TOWNSHIP 19 SOUTH RANGE 27 EAST \$89°49'36"E 676.73'(C) -SUBJECT TO BLANKET EASMENT PER OR 117, PG 43 PARCEL I.D. 26-19-27-0003-0000-2200 967 1. I.D. 27-0004-1-1400 00,06 7 572.17'(C) OF PG PARCEL I.D. PARCEL 26-19-27 0000-SE LINE C 3065. 26-19-27-0004-810. 1001-0000 W. LINE SEC. 26 NO1 018 30 W DETAIL N.T.S. NO1 • 18 '30' REMAINDER = S. O. S. S. 30 "W ±10.892 ACRES -NOI º 18 30 "W 44.70 (C) NOI º 18 P. O. B. AIM LINE .60 'F (100' R/W PER VAL MAP V. 3B FLA 5) P.O.B. N67°16'27"E-143.40'(C) SEE DETAIL R/W PER 89 ,30 °₩ 386.66° 00 P.O.C. SW COR. SE 1/4 SEC. 26 FND. 6"x6" CM W/ BENT NAIL (NO I.D.) SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION SEE SHEET 3 OF 3 FOR NOTES AND LEGEND THIS SKETCH 15 NOT A SURVEY SECTION 429-206 (2C) RIGHT OF WAY PARCEL SKETCH CENTRAL FLORIDA EXPRESSWAY STATE ROAD 453 (WEKIVA PARKWAY) AUTHORITY PROJECT NO. 12-0150.000 SKETCH PREPARED BY SHEET 2 OF 3 DAYE : 06/24/14 SCALE: | " + 200 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 ADD REMAINDER CWW 11714 9/14 CHECKED: ALO

PER COMMENTS

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DATE

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DATE

BY

PARCEL: 336

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE THE WEST LINE OF SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- 4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4709360, DATED FEBRUARY 24, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD

(C) = CALCULATED DATA

COR. = CORNER

CM = CONCRETE MONUMENT

EXIST. = EXISTING

FND. □ FOUND

I.D. = IDENTIFICATION

IP = IRON PIPE

L = ARC LENGTH

William Conder Services

L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK

R = PROPERTY LINE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

No. - NUMBER

PG = PAGE

REQ. = REQUIRED

R/W = RIGHT-OF-WAY

SEC. = SECTION

 Δ = CENTRAL ANGLE

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

SECTION 429-206 (2C) CENTRAL FLORIDA RIGHT OF WAY PARCEL SKETCH STATE ROAD 453 EXPRESSWAY AUTHOR LTY (WEKIVA PARKWAY) SKETCH PREPARED B PROJECT NO. SHEET 3 OF 3 DATE: 06/24/14 SCALE: | " - 200 ADD REMAINDER CWW 11/14 9/14 CHECKED ALO ALLEN L. QUICKEL PER COMMENTS CMM ORLANDO, FLORIDA 32814 (407) 896-0594 FLORIDA REDISTERED LAND SURVEYOR NO. 6481 DATE DRAWN JSG (NOT VALID UNLESS SIGNED AND SEALED) REVISION BY

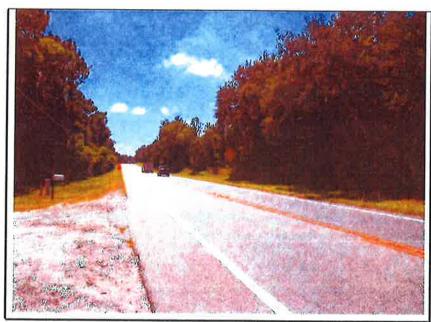
Project: Wekiva Parkway 429-206

County: Lake

PHOTOGRAPHS



1. Easterly view of SR 46 and subject property. Photograph taken by Thomas A. Riddle, MAI on July 21, 2015



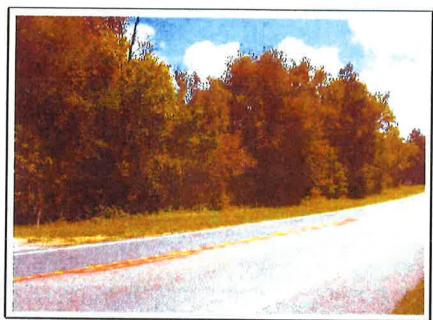
2. Southwesterly view of State Road 46. Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

Project: Wekiva Parkway 429-206 County: Lake

PHOTOGRAPHS



3. Northerly view of the subject property from State Road 46. Photograph taken by Thomas A. Riddle, MAI on December 11, 2014



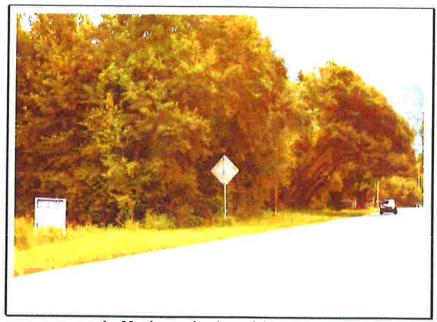
4. Northeasterly view of acquisition Parcel 336. Photograph taken by Thomas A. Riddle, MAI on July 21, 2015

Project: Wekiva Parkway 429-206 County: Lake

PHOTOGRAPHS



5. Southwesterly view of acquisition Parcel 336. Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



6. Northeasterly view of the subject remainder. Photograph taken by Richard K. MacMillan, MAI on August 27, 2015

Project: Wekiva Parkway 429-206

County: Lake

Aerial Site Map of Subject with Camera Angles



Aerial from the Lake County Property Appraiser's Website

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR LAKE COUNTY, FLORIDA

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

Petitioner,

٧.

CASE NO.: 2015-CA-001219

ALAN L. BRIDGES, et al.,

Parcel

336

Respondents.

Judge Hill

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, HILL'S OF FLORIDA, L.L.C. (referred to as "Respondent"), reached the following Settlement Agreement:

- 1. Petitioner will pay to Respondent the sum of FOURTEEN THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS exactly (\$14,800.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 336, including statutory interest and all claims related to real estate and business damages, if any, including attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Respondent shall be fully responsible for any and all apportionment claims as may be asserted by other parties with respect to the compensation proceeds
- 2. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of NINE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$9,800.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of FIVE THOUSAND AND NO/100 DOLLARS exactly (\$5,000.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.
- 3. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Respondent agrees to waive all attorney's fees, expert's fees, and litigation costs in this matter.
- 4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

- 5. Counsel for Petitioner will submit to the Court a mutually approved Stipulated Final Judgment With Disbursement Orders to the Clerk of Court, incorporating the written agreement by Manager for Respondent, containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.
- 6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.
- 7. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 336, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- 8. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.
- 9. This Settlement Agreement, executed by the counsel for the CFX and Manager for Hill's of Florida, L.L.C. listed below on this _______ day of June, 2017, contains all the agreements of the parties.

David A. Shontz, Esq. SHUTTS & BOWEN LLP

Counsel for Petitioner,

Central Florida

Expressway Authority

HILL'S OF FLORIDA, L.L.C., Respondent

Selina P. Hill, Manager

2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 453 PROJECT No. 429-206

PARCEL 336

PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)

A parcel of land lying in the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18′30" West along the West line of said Southeast 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1367, Page 1689 of the Public Records of Lake County, Florida; thence departing said West line run North 67°16′27" East along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING; thence, departing said Northerly right of way line, run North 01°18′30" West, said line extended also being the West line of lands described in Official Records Book 3065, Page 1967 of the Public Records of Lake County, Florida, a distance of 44.70 feet; thence departing said West line, run North 73°17′56" East, a distance of 393.60 feet to a point on said Northerly right of way line; thence run South 67°13′53" West along said Northerly right of way line, a distance of 407.75 feet; thence continue along said Northerly right of way line North 01°18′30" West, a distance of 1.07 feet to the POINT OF BEGINNING.

Containing 0.195 acres (8,482 square feet), more or less.

SECTION 26 19 SOUTH RANGE 27 EAST \$89°49'36"E 676.73'(C) -SUBJECT TO BLANKET EASMENT PER OR 117, PG 43 196 PARCEL I.D. 26-19-27-0003-0000-2200 PARCEL 1.D. 26-19-27-0004-0000-1400 OF PG 30 90 PARCEL I.D. 26-19-27-0004-0000-1001 10 LINE 0 ö 501°1 572.1 W. LINE SEC. 26 DETAIL 8 N.T.S. REMAINDER = ±10.892 ACRES . S S S ₩.02. P.O.B. œ 0 . 10N NOI RIN LINE (100' R/W PER VAL MAP V.38 FLA P.O.B. N67°16'27"E SEE DETAIL (3). 9.88.30, 6.66°(C P.O.C. SW COR. SE 1/4 SEC. 26 FND. 6"x6" CM W/ BENT NAIL (NO I.D.) SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION SEE SHEET 3 OF 3 FOR NOTES AND LEGEND THIS SKETCH IS NOT A SURVEY RIGHT OF WAY SECTION 429-206 (2C) CENTRAL FLORIDA STATE ROAD 453 EXPRESSWAY AUTHORITY PARCEL SKETCH (WEKIVA PARKWAY) PROJECT NO. 12-0150.000 SHEET 2 OF 3 DATE 06/24/14 SCALE | " . 200 ADD REMAINDER 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648 11/14 9/14 CHECKEDIALO PER COMMENTS CWW REVISION DATE DRAWN JSG REVISION

PARCEL: 336

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE THE WEST LINE OF SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- 4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4709360, DATED FEBRUARY 24, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD

(C) = CALCULATED DATA

COR. = CORNER

CM = CONCRETE MONUMENT

EXIST. = EXISTING

FND. = FOUND

I.D. = IDENTIFICATION

IP = IRON PIPE

L = ARC LENGTH

L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK

R = PROPERTY LINE

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

No. - NUMBER

PG = PAGE

REQ. = REQUIRED

R/W = RIGHT-OF-WAY

SEC. - SECTION

A = CENTRAL ANGLE

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH

STATE ROAD 453

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SECTION 429-206 (20)

ALLEN L. QUICKEL
FLORIDA REDISTERED LAND SURVEYOR NO. 6481
(NOT. VALID UNLESS SIGNED AND SEALED)

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CONSENT AGENDA ITEM #15



MEMORANDUM

TO: Central Florida Expressway Authority

Board Members

FROM: David A. Shontz, Esq.

DATE: August 22, 2017

RE: State Road 429 Wekiva Parkway, Project 429-205

Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a

Client-Matter No.: 19125.0082

Duke Energy as to Parcels in Section 429-205

Shutts & Bowen LLP, as right-of-way counsel, submits the attached Subordination of Easements Agreement between the Central Florida Expressway Authority ("CFX") and Duke Energy Florida LLC d/b/a Duke Energy ("Duke Energy") and requests the CFX Board approve this agreement relating to the parcels located within the State Road 429 Wekiva Parkway Project, Section 429-205.

DESCRIPTION AND BACKGROUND:

As part of the acquisition of parcels in Section 429-205 of the Wekiva Parkway Project, Duke Energy held perpetual easements for the transmission and distribution of electricity encumbering these parcels. Duke will be able to re-establish the distribution lines on these parcels to provide service to the remaining improvements. Accordingly, Duke has agreed to subordinate its easement interests in the above-referenced parcels.

Please find attached hereto the Subordination of Easements Agreement for the Wekiva Parkway, Section 429-205, by and between the CFX and Duke. This Agreement specifically relates to Parcels 287/887, 288, 289 (Parts A and B), 889 (Parts A and B), 890, and 292, and eliminates any reference to indemnification by the CFX. The Subordination of Easements Agreement was executed on behalf of Duke on June 22, 2017, and right-of-way counsel requests the CFX Board authorize execution of the Subordination of Easements Agreement on behalf of the CFX. The Right of Way Committee recommended this action at its August 16, 2017 meeting.

It is in the best interest of the Central Florida Expressway Authority to approve this Subordination of Easements Agreement, and will result in savings of both time and monies for

REQUESTED ACTION:

Right-of-way counsel respectfully requests that the CFX Board approve execution of the attached Subordination of Easements Agreement as to Parcels 287/887, 288, 289 (Parts A and B), 889 (Parts A and B), 890, and 292 of the State Road 429 Wekiva Parkway Project, Section 429-205.

ATTACHMENTS:

Subordination of Easements Agreement by and between the Central Florida Expressway Authority and Duke Energy Florida LLC d/b/a Duke Energy as to Wekiva Parkway, Section 429-205 with sketches of legal description for the affected parcels.

Reviewed by: Just I family

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Prepared By and Return To: David A. Shontz, Esquire Shutts & Bowen LLP 300 South Orange Avenue, Suite 1000 Orlando, Florida 32801

SUBORDINATION OF EASEMENTS AGREEMENT WEKIVA PARKWAY, SECTION 429-205

day of ______, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and DUKE ENERGY FLORIDA, LLC, d/b/a Duke Energy (the "Utility"), having an address of Post Office Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
- 2. <u>Subordination.</u> The Utility subordinates to the Authority, its successors and assigns, any and all of its easements only to the extent they encumber listed property in the lands described as follows, to wit:

See Exhibit "A" attached hereto and incorporated by reference herein

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

- 3. Reservation of Rights. The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.
- 4. Relocation of Easements. Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

Maintenance Access by the Utility.

- a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.
- b. In the exercise of the rights and privileges under Paragraphs 3 and 5a, above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a, above.
- 6. Non-Interference with Facilities. The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property.
- 7. Notice of Construction. Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations. inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered in our presence as witnesses:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
(Print Name)	By:
(Print Name)	
APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE F THE CENTRAL FLORIDA EXPRESSWA AUTHORITY: Shutts & Bowen, LLP	RECEIVED AND REVIEWED BY THE OFFICE OF GENERAL COUNSEL, CENTRAL FLORIDA EXPRESSWAY AUTHORITY:
By:	By: Linda Brehmer Lanosa Deputy General Counsel
STATE OF FLORIDA COUNTY OF ORANGE	
The foregoing instrument was , 2017, by <u>Joseph A. Be</u> LORIDA EXPRESSWAY AUTHORITY,	acknowledged before me this day of exenis as Deputy Executive Director of CENTRAL a municipal corporation, who is personally known to as identification and who did/did not take an oath.
	Notary Public
	Print Name
	Notary Public, State of Florida Commission No My commission expires:

Page 4 of 5

Signed, sealed and delivered in our presence as witnesses:	DUKE ENERGY FLORIDA, LLC d/b/a Duke Energy
Catherine A. Mori	Ву:
(Print Name)	Print Name: Lois Tietig Title: Manager - Land Services
Dans	Title: Manager - Land Services
JENNA DAVIS (Print Name)	GRAVIFORD & OWEN, P.A. BY BC
STATE OF FLORIDA COUNTY OF Seminale	DATE 6/14/17
ENERGY FLORIDA, LLC d/b/a Duke Er	acknowledged before me this 22nd day of Cietis as Manager - Land Javaes of DUKE nergy, on behalf of the corporation, who is personally as identification and who did/did not take
	Notary Public A. Mori
CATHERINE A MORI WY COMMISSION # GG 083392	Print Name
EXPIRES: March 27, 2021 Bonded Thru Budget Notary Services	Notary Public, State of Florida Commission No. My commission expires:
	b

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COMPOSITE EXHIBIT 'A'

LEGAL DESCRIPTIONS WEKIVA PARKWAY PROJECT 429-205

PARCEL 287/887

PARCEL 288

PARCEL 289, Parts A and B PARCEL 889, Parts A and B

PARCEL 890

PARCEL 292

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-205

PARCEL NO. 287
PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1247.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 603.71 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°05'11" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 796.01 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°42'12" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 150.18 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°05'11" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 200.24 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 03°42'12" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.59 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 1600.37 FEET TO A POINT; THENCE SOUTH 03°37'22" EAST, A DISTANCE OF 300.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 10.350 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JM5

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 287 GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-8985 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-205

PARCEL NO. 887
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 946.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°37'22" WEST, A DISTANCE OF 300.86 FEET TO A POINT; THENCE NORTH 89°04'36" EAST, A DISTANCE OF 30.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,054 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

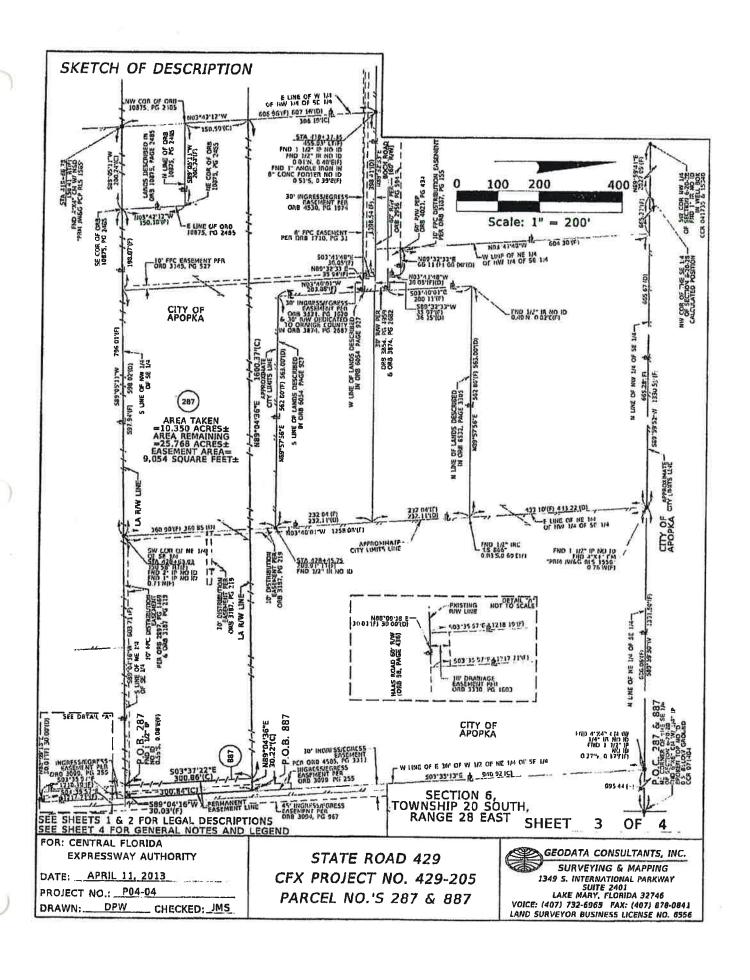
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013
PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 887 SHEET 2 OF 4





SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C) (D) (F) CCR COR DB E: FND FPC IIP IR C	= CALCULATED = DEED = FIELD = CERTIFIED CORNER RECORD = CONCRETE MONUMENT = CORNER = DEED BOOK = EASTING = FOUND = FLORIDA POWER CORPORATION = IDENTIFICATION = IRON ROD = IRON ROD = IRON ROD AND CAP	LT N&D N: NO. ORB #L PG P.O.B. P.O.C. RT R/W STA W/	ELEFT NAIL AND DISK NORTHING NUMBER OFFICIAL RECORDS BOOK PROPERTY LINE PAGE POINT OF BEGINNING POINT OF COMMENCEMENT RIGHT RIGHT STATION WITH
LA	= LIMITED ACCESS		= COMMON OWNERSHIP

GENERAL NOTES:

- THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 89°59'30" WEST.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 18, 2012, FILE NO. 2037-2840330, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED. ARE SHOWN HEREON.
- CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
- ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

8. THIS SKETCH IS NOT A SURV	EY.		
SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION SEE SHEET 3 FOR SKETCH OF DESCRIPTION			SHEET 4_OF 4
REVISED PER COMMENTS	DPW	04/09/2015	
REVISED PARENT TRACT	DPW	03/10/2015	I HURGERY CERTIFY THAT THIS LEGAL DESCRIPTION THE SALETCH IS CORRECT TO
REVISED EASEMENTS	DPW	09/25/2013	THE DEST OF MY KNOWLENGY AND BELLEY I FURTURE CONTRY THAT THE LEAL DESCRIPTION AND SETTING MEETS THE KNOWLE TELLINICAL STAIDANDS IS SET FORTH OF THE CONTROL OF THE PROPERTY O
REVISED PER COMMENTS	DPW	06/18/2013	CHAPTER 31-17, FLURIDA ADMINISTRATIVE CODE, PURSUAITA TO CHEPTER 172 OF THE FLURIDA STATUTES, SUBJECT TO HOTES AND NOTATIFIES CHOWN HEREDA
REVISED PER COMMENTS	DPW	05/23/2013	stalled - 1 La ans
REVISION	BY	DATE	H. Paul devivers, Professional Land Surveyor ris. 4590
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY DATE: APRIL 11, 2013 PROJECT NO.: P04-04 DRAWN: DPW CHECKED: JMS	CFX		AD 429 NO. 429-205 287 & 887 SERVEYING & MAPPING 1348 S. INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878 0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-205

PARCEL NO. 288
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1247.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 633.74 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°05'11" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 796.01 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°05'11" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.24 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°42'12" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°05'11" EAST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 200.24 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°42'12" EAST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 150.18 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.690 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

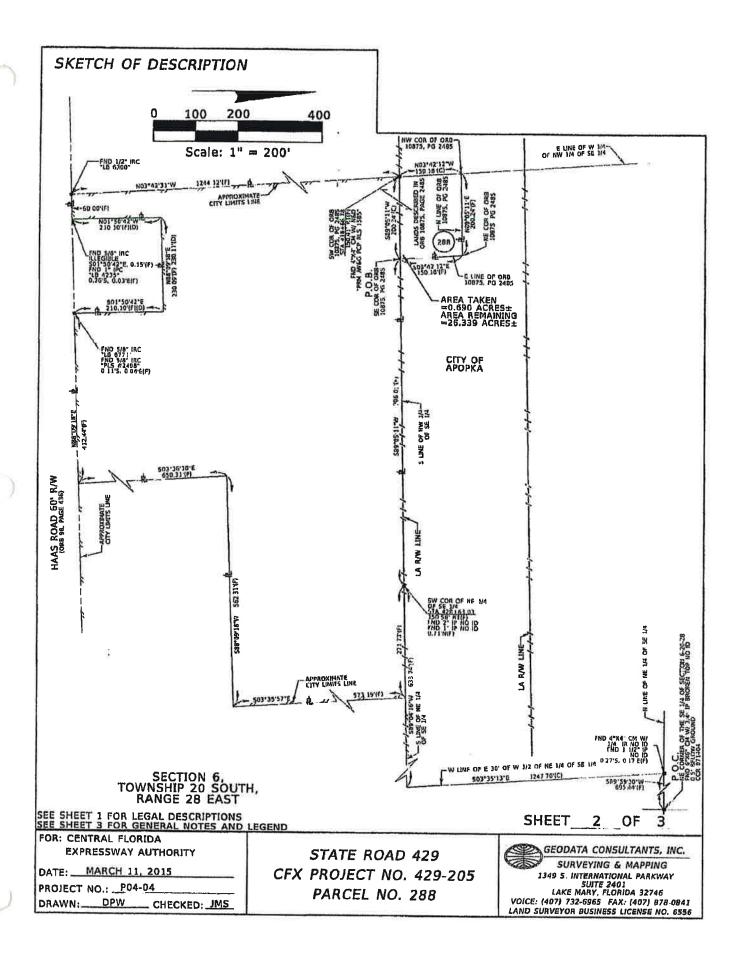
DATE: MARCH 11, 2015

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 288





SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	⇒ CALCULATED	LT	= LEFT
(D)	≈ DEED	N&D	= NAIL AND DISK
(F)	= FIELD	NO.	= NUMBER
CCR	CERTIFIED CORNER RECORD	ORB	- OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	也	= PROPERTY LINE
COR	□ CORNER	PG	= PAGE
FND	= FOUND	P.O.B.	= POINT OF DEGINNING
1D	□ IDENTIFICATION	P.O.C.	= POINT OF COMMENCEMENT
IP 91	 IRON PIPE 	BT	= RIGHT
IPC	- IRON PIPE AND CAP	R/W	= RIGHT OF WAY
IR	- IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	■ WITH
L A	= LIMITED ACCESS	Fig. 1	******

= COMMON OWNERSHIP

GENERAL NOTES:

- THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO, THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 89°59'30" WEST.
- 3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THIS SKECTH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
- 7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- 8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTIONS SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHFET 3 OF 3

		**************************************			I HEREUY CENTIFY THAT THIS LEBAL DESCRIPTION AND S. TICH IS CONNECT TO 146 BEST OF MY PHOWNEDGE AND BELLEY I THAT THE LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUS. TECHNICAL SIMILDHUS Y SIT FORTH AT THE PLONDAR DUAND OF PHOTE-SIGNAL SURVEYORS AND MAPPERS II CHAPTER 19-12, PLONDA ADMINISTRATIVE CODE, PUT WANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SURJECT OF MOSTS AND MATTHEW SIGNAL WAS AND MOTTHER STOPH WAS OF THE FLORIDA STATUTES, SURJECT OF MOSTS AND MOTTHEW STOPH WAS OF
REVISED PER CO	MMENTS		DPW	04/09/201	
REVISION		-	BY	DATE	II Polii deVivuro, Professional Land Surveyor No. 4000
FOR CENTRAL E	LOBIDA		~!		deri

EXPRESSWAY AUTHORITY

DATE: MARCH 11, 2015

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 288 GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 870-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556 SCHEDULE "A" PARCEL NO. 289

PURPOSE: PART A LIMITED ACCESS RIGHT-OF-WAY

PURPOSE: PART B RIGHT-OF-WAY

ESTATE: FEE SIMPLE LEGAL DESCRIPTION

PARCEL 289 - PART A LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 678.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 558.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 663.13 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 563.03 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°29'44" EAST, A DISTANCE OF 664.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8.529 ACRES, MORE OR LESS.

PARCEL 289 - PART B RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 618.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 60.08 FEET TO A POINT; THENCE NORTH 89°29'44" WEST, A DISTANCE OF 664.13 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 563.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 03°35'57" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1217.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HAAS ROAD PER OFFICIAL RECORDS BOOK 98, PAGE 436 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°09'18" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTH 03°35'57" WEST ALONG SAID WEST LINE, A DISTANCE OF 1217.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6: THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°35'13" WEST ALONG THE WEST LINE OF THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 623.23 FEET TO A POINT ON THE AFORESAID NORTH LINE; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 679.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.549 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

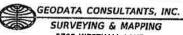
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

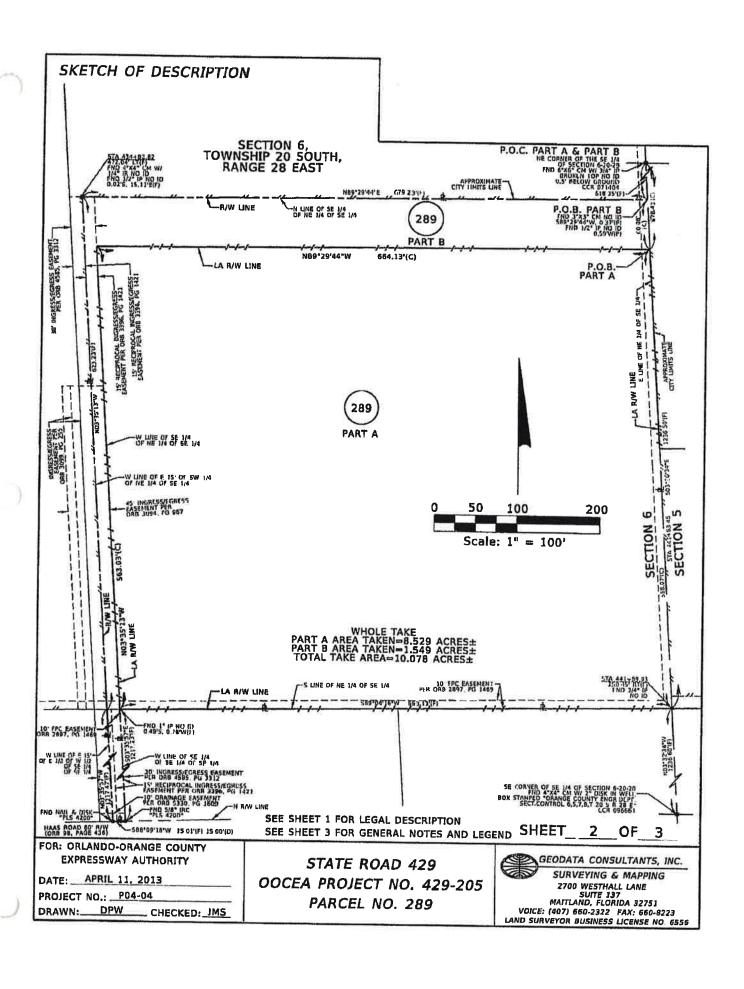
PROJECT NO .: P04-04

DRAWN: DPW __ CHECKED: JMS

STATE ROAD 429 OOCEA PROJECT NO. 429-205 PARCEL NO. 289



2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8229 LAND SURVEYOR BUSINESS LICENSE NO. 6556



LEGEND AND ABBREVIATIONS

GENERAL NOTES:

- THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°30'34" EAST.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864623, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
- CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
- ALL RECORDING REFERENCES SHOWN ON THIS SURVEY REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- THIS SKETCH IS NOT A SUBVEY

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION	N			SHEET_	3	OF_	3_
			I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FUNTHER CENTURY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE HIMMUN TECHNICAL STANDANDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND AMPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, FURSIJANT TO CHAPTER 4.71 OF THE FLORIDA STATUTES, SUBJECT TO MOTES AND HOTATIONS SHOWN HEREON,				
REVISION	BY	DATE	H. Paul deVivero, Professional	Land Surveyor No. 4990			DATE
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: APRIL 11, 2013		STATE RO	OAD 429	GEODAT		NSULTAN	ITS, INC.

OOCEA PROJECT NO. 429-205 PROJECT NO .: P04-04 PARCEL NO. 289 DRAWN: DPW

_ CHECKED: JMS

2700 WESTHALL LANE SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LIGENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-205

PARCEL NO. 989

PURPOSE: PART A PERMANENT EASEMENT PURPOSE: PART B PERMANENT EASEMENT

ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

PARCEL 989 - PART A PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 678.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 10.01 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'44" WEST, A DISTANCE OF 654.10 FEET TO A POINT; THENCE SOUTH 03°35'13" EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 552.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 20.02 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 10.01 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 89°04'16" EAST ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO A POINT ON THE AFORESAID WEST LINE; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 553.02 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'44" EAST, A DISTANCE OF 664.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,271 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

PROJECT NO .: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 989 SHEET 1 OF 4

GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-205

PARCEL NO. 989

PURPOSE: PART A PERMANENT EASEMENT PURPOSE: PART B PERMANENT EASEMENT

ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

PARCEL 989 - PART B PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 618.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'44" WEST ALONG SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 60.09 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°24'44" WEST, A DISTANCE OF 10.01 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 60.09 FEET TO A POINT ON THE AFORESAID NORTH LINE; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 601 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

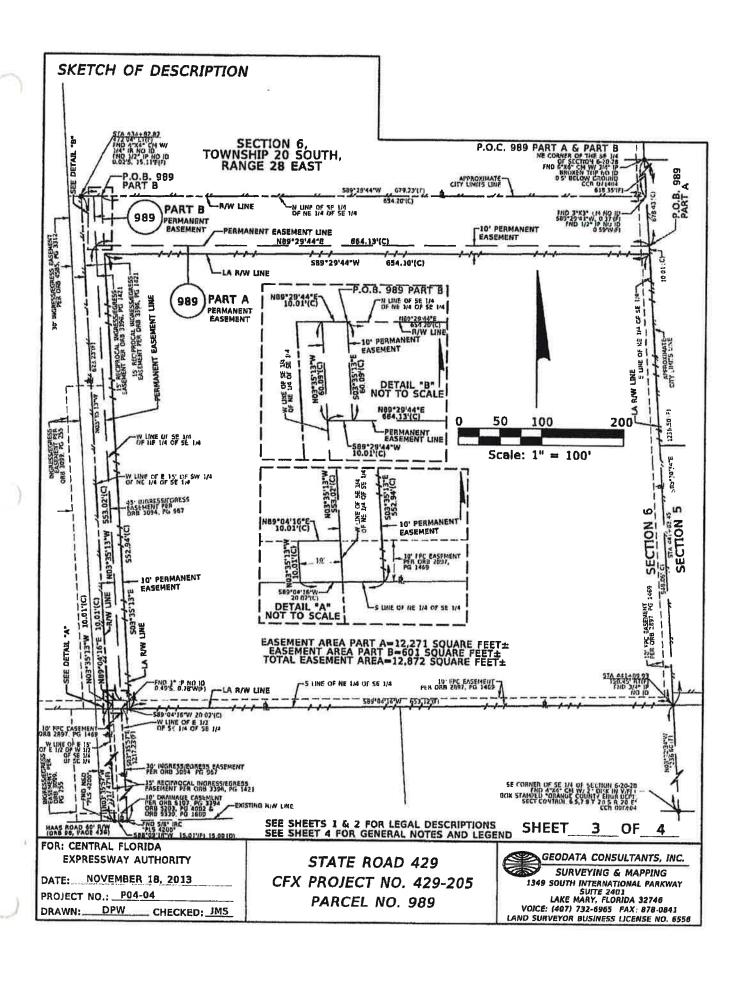
PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 989 SHEET 2 OF 4

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

J349 SOUTH INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556



LEGEND AND ABBREVIATIONS

(C)	- CALCULATED	LT	= LEFT
(D)	■ DEED	N:	= NORTHING
(F)	= FIELD	N&D	- NAIL AND DISK
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	- CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
DB	■ DEED BOOK	ŧ.	■ PROPERTY LINE
E;	= EASTING	PG	= PAGE
FPC	- FLORIDA POWER CORPORATION	P.O.B.	- POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	■ IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	= WITH
LA	= LIMITED ACCESS	•	******

GENERAL NOTES:

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°30'34" EAST.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864623, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
- 6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
- ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

REVISION	BY	DATE
REVISED EASEMENTS	DPW	11/27/2013
ADDED PART B EASEMENT	DPW	04/23/2014
REVISED PER COMMENTS	DPW	05/29/2014
REVISED PER COMMENTS	DPW	07/21/2014

I HEATBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIFF. I FUNTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STRUNGARDS AS SIT FORTH BY THE FLORIOR BOARD OF PROFESSIONAL SURVEYORS AND NAFFERS IN CHAPTER 312. PLORIDA ADMINISTRATIVE CODE. FURSUANT TO CHAPTER 412 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HERROM.

H. Faul deVivero, Professional Land Surveyor No. 4980

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

PROJECT NO .: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 989 GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6356

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY **PROJECT NO. 429-205**

PARCEL NO. 890 PURPOSE: PERMANENT EASEMENT ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 946.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 15.02 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.02 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 30 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,513 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY **EXPRESSWAY AUTHORITY**

DATE: APRIL 25, 2013

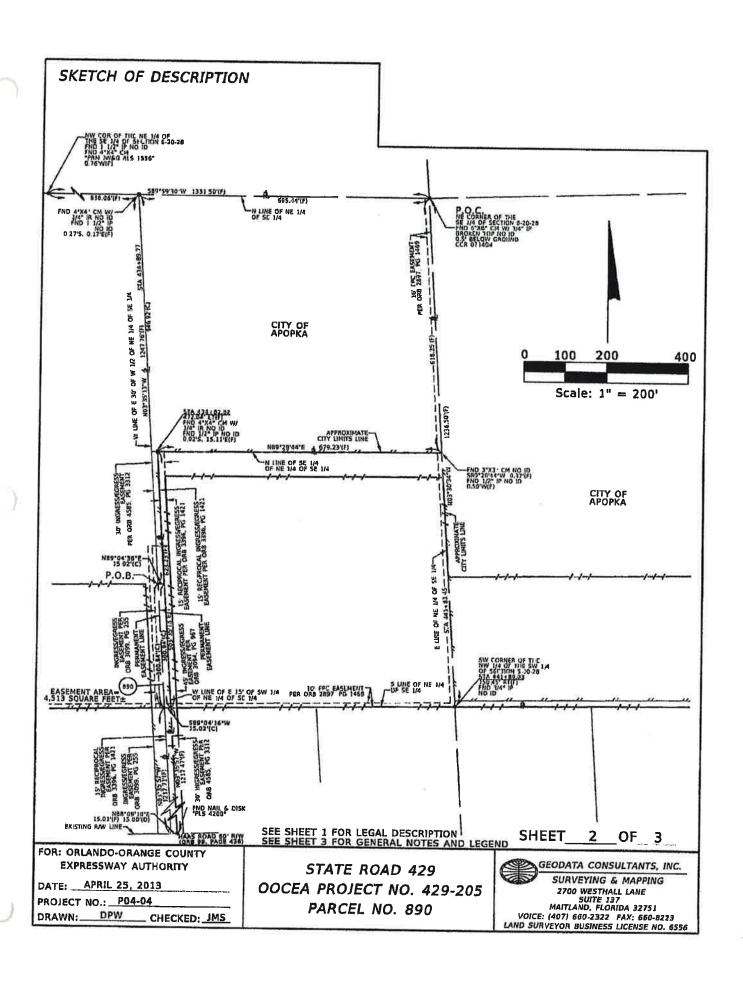
PROJECT NO .: _ P04-04

DRAWN: DPW _ CHECKED: JMS

STATE ROAD 429 OOCEA PROJECT NO. 429-205 PARCEL NO. 890

GEODATA CONSULTANTS, INC. SURVEYING & MAPPING

2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660 2322 FAX: 660 8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556



LEGEND AND ABBREVIATIONS

(C)	 CALCULATED 	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	■ CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	Æ	= PROPERTY LINE
DB	- DEED BOOK	PG	= PAGE
€:	= EASTING	P.O.B.	- POINT OF BEGINNING
FND	- FOUND	P.O.C.	= POINT OF COMMENCEMENT
FPC	= FLORIDA POWER CORPORATION	RT	= RIGHT
1D	⇒ IDENTIFICATION	R/W	= RIGHT OF WAY
ΙP	= IRON PIPE	STA	= STATION
IR	= IRON ROD	W/	= WITH

GENERAL NOTES:

- THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 89°59'30" EAST.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JANUARY 30, 2013, FILE NO. 2037-2898339, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
- CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
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- THIS SKETCH IS NOT A SURVEY.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION			SHEET_ 3 OF 3
			I HEARST CEATRY THIS THIS LEGAL DE, ANTION AND SERTEM IS CURECT TO THE SERT OF MY KNOWLEDGE AND SOLLE, I PHATTER CRATTLY THAT HIS LEGAL DESCRIPTION AND SERTEM HEITS THE MILITURE THE CRATTLY THAT HIS LEGAL DESCRIPTION AND SERTEM HEITS THE MILITURE QUARTER AND MAPPERS IN CHAPTER STATE THAT ORDINISTRATES CODE, TRANSPORT OF CHAPTER 172 OF THE FORDIA STATUTES. SIN BEST TO ACTED AND MOYATIONS OF MAN HEITELM
REVISED PER COMMENTS	DPW	05/23/2013	11-21-13
REVISION	BY	DATE	H. Paul deVivera Professional Land Surveyor No. 4990 DATE

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE: APRIL 25, 2013

PROJECT NO .: P04-04 DRAWN:__ DPW CHECKED: JMS

STATE ROAD 429 OOCEA PROJECT NO. 429-205 PARCEL NO. 890

GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE

SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 8556 ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT NO. 429-205

PARCEL NO. 292

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" BROKEN CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 88°13'25" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2647.84 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5, BEING A FOUND 1/2" IRON ROD, NO IDENTIFICATION; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°29'28" EAST ALONG THE EAST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 945.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°29'28" EAST ALONG SAID EAST LINE, A DISTANCE OF 338.57 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°14'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 662.13 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°30'38" WEST ALONG SAID WEST LINE, A DISTANCE OF 336.69 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 662.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 5.127 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

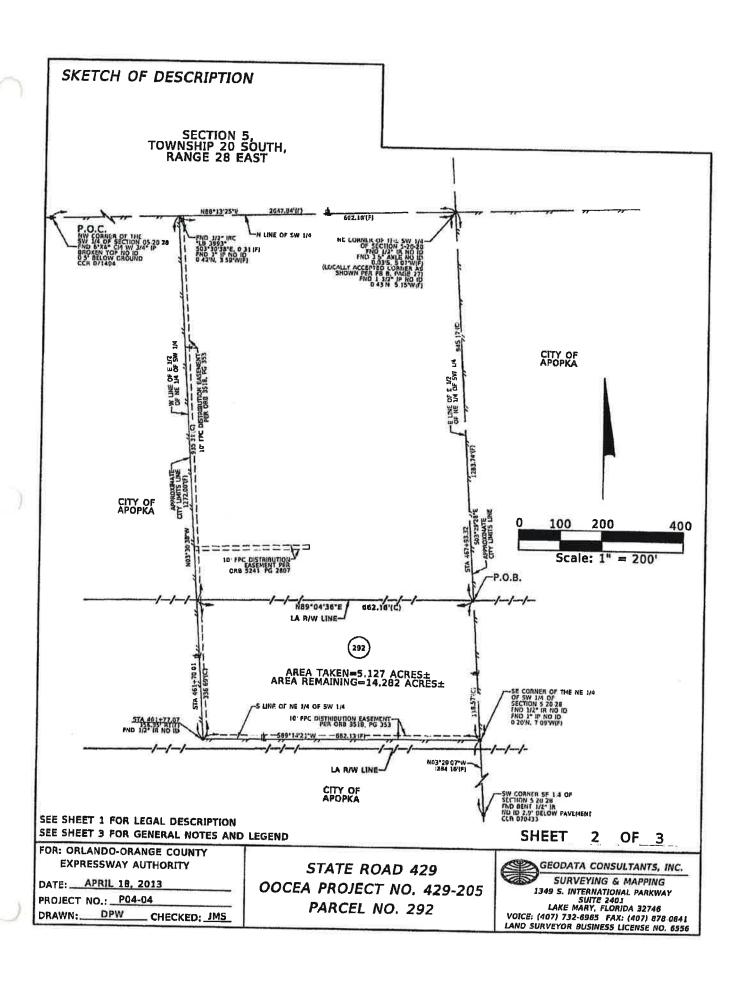
DATE: APRIL 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429 OOCEA PROJECT NO. 429-205 PARCEL NO. 292 GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
SUITE 2401

LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556



SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C) CM (F) CCR FPC FND ID IP IR IRC LA	= CALCULATED = CONCRETE MONUMENT = FIELD = CERTIFIED CORNER RECORD = FLORIDA POWER CORPORATION = IDENTIFICATION = IRON PIPE = IRON ROD = IRON ROD AND CAP = LIMITED ACCESS	NO. ORB OOCEA L PG PB P.O.B. P.O.C. RT R/W STA W/	<pre>NUMBER COFFICIAL RECORDS BOOK CORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY PROPERTY LINE PAGE PLAT BOOK POINT OF BEGINNING POINT OF COMMENCEMENT RIGHT RIGHT RIGHT STATION WITH</pre>
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GENERAL NOTES:

- THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH. RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°29'28" EAST.
- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
- THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864631, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
- CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
- ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY. FLORIDA, UNLESS OTHERWISE NOTED.
- THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

3 OF 3 SHEET

REVISED PER COMMENTS	D PER COMMENTS DPW 03/11/2014	03/11/2014	I HEREY CERTIFY THAT THIS LEGAL COSCINATION AND SCETCY IS COURSE! TO THE BEST OF MY KNOWLEDGE AND FILEY. I FUND THE GREET THAT THIS LOCAL DESCRIPTION AND SCETCH HERE THE MINTAIN TECHNICAL STANDARDS AS STROKEN TO THE THE FLORIDA GOARD OF FIJORESCHOOL WAS COME TANKES IN
REVISED PROPOSED LA R/W LINE	DPW	02/06/2014	CHAPTER 51-17, FLORIDA ADMONISTRA THE COME, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO, NOTES AND MOTOFICOUS SHOWN HOTE, M.
REVISED PER COMMENTS	DPW	05/23/2013	WINAT &
REVISION	BY	DATE	H. Vaul deVivero, Professional Land Surveyor No. 4980
FOR: ORLANDO-ORANGE COUNTY			DAYR

EXPRESSWAY AUTHORITY

DATE: APRIL 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW __ CHECKED: JMS

STATE ROAD 429 OOCEA PROJECT NO. 429-205 PARCEL NO. 292

GEODATA CONSULTANTS, INC. SURVEYING & MAPPING

1949 S. INTERNATIONAL PARKWAY

SUITE 2401 SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM #16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

Linda S. Brehmer Lanosa, Deputy General Counsel Sunder S. B. Lanosa FROM:

DATE: August 28, 2017

RE: Proposed Update to the Central Florida Expressway Authority's

> Property Acquisition & Disposition Procedures Manual to include Policies and Procedures to Address Requests for Utility Crossings and

Requests for Temporary Access

From time to time, utility agencies or owners seek permission to cross CFX's property and third parties seek permission to temporarily access CFX's property. To efficiently and effectively review and process these requests in a manner that will further the safety and protection of CFX's Expressway System, with due consideration given to public service afforded by adequate and economical utility installations, CFX staff requests that two new parts be added to CFX's Property Acquisition & Disposition Procedures Manual ("Procedures Manual") through the approval of the attached Resolution adopting the proposed amendments to the Procedures Manual.

The proposed Part 8 outlines a policy and process for handling requests from utility agencies or owners for perpendicular crossings. The new Part 8 identifies the purpose of the policy, outlines the procedures and requirements for issuing a utility permit, and, in the event the requirements are met, delegates the authority to issue utility permits to CFX's Chief of Infrastructure, subject to review and certification by CFX's General Engineering Consultant and the approval of the General Counsel. Part 8 is modeled after the Florida Department of Transportation's 2017 Utility Accommodation Manual ("UAM"), effective July 30, 2017, with additional CFX-specific provisions and enhancements. For reference purposes, the UAM and Rule 46-14.001 of the Florida Administrative Code are also attached.

The proposed Part 9 relates to requests for temporary entry or access to CFX's property for purposes that relate to or further CFX's mission. The new Part 9 articulates the purpose of such policy, lists the requirements for issuing a temporary right of entry permit ("TROE Permit"), and delegates the authority to the Chief of Infrastructure to issue a TROE Permit, subject to review and certification by CFX's General Engineering Consultant and the approval of the General Counsel.

Proposed application forms are attached. Both Parts 8 and 9 allow the proposed application forms to be updated by staff from time to time as needed.

Last, the title of the Procedures Manual should be updated to "Property Acquisition, Disposition, and Permitting Procedures Manual" and the table of contents should be updated accordingly.

REQUEST

Board approval is requested of the attached Resolution adopting the proposed amendments to CFX's Property Acquisition & Disposition Procedures Manual, including a change of the title to "CFX's Property Acquisition, Disposition & Permitting Manual." The amendments reflect additional policies and procedures to address requests from utility agencies or owners for utility crossings and requests for temporary access through the addition of Parts 8 and 9.

The Right of Way Committee recommended approval on August 16, 2017.

Attachments:

- 1. Resolution
- 2. Proposed Utility Permit
- 3. Proposed Temporary Right of Entry Permit
- 4. Rule 14-46.001, Florida Administrative Code
- 5. Utility Accommodation Manual (effective July 30, 2017)
- 6. Letter from Bond Counsel

Reviewed by:

Joseph L. Passiatore, General Counsel

Resolution	No.	2017-	
TODOLUMION	110+	201/	

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE PROPERTY ACQUISITION AND DISPOSITION PROCEDURES MANUAL WITH POLICIES AND PROCEDURES TO ADDRESS REQUESTS FOR UTILITY CROSSINGS AND TEMPORARY ACCESS

WHEREAS, the Central Florida Expressway Authority (CFX) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System and is further authorized to exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of the aforesaid purposes; and

WHEREAS, CFX is desirous of supplementing its Property Acquisition and Disposition Procedures Manual to add policies and procedures to address requests from utility agencies or owners for utility crossings and requests for temporary access onto CFX property.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

- 1. <u>ADOPTION.</u> CFX approves the amendments to the CFX Property Acquisition and Disposition Procedures Manual as described in Exhibit "A" attached hereto, including a change of the title to "CFX Property Acquisition, Disposition, and Permitting Procedures Manual." The amendments reflect additional policies and procedures to address requests from utility agencies or owners for utility crossings and requests for temporary access to CFX's property through the addition of Parts 8 and 9.
- 2. <u>EFFECTIVE DATE.</u> This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this day of	2017.
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¥	Buddy Dyer, Chairman
ATTEST:CFX Executive Assistant	
	Approved as to form and legality
	Joseph I Passiatore General Counsel

Attachment 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROPERTY ACQUISITION, & DISPOSITION & PERMITTING PROCEDURES MANUAL 20172014

Approved by ROW Committee 11/24/14
CFX Board for approval 12/11/14

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PART 8: POLICY REGARDING REQUESTS FROM UTILITY AGENCIES OR OWNERS TO CROSS CFX'S PROPERTY

5-8.01 Purpose and Authority.

The Central Florida Expressway Authority ("CFX") was created and established under Part III of Chapter 348 of the Florida Statutes and has the authority to acquire, hold, construct, improve, maintain, operate, own, or lease the Central Florida Expressway System ("CFX's Expressway System"). CFX recognizes that there may be situations when there is a need for a Utility Agency or Owner ("UAO") to cross the Expressway System to install or adjust a utility line or utility facility. In order to minimize the impact to CFX's Expressway System, utility crossings should be granted sparingly and when there are no other alternative routes or crossings for the UAO. Where possible and to minimize the impact to CFX's Expressway System, utility crossings should occur within existing local road crossings over or under the Expressway System.

The purpose of this section is to establish requirements to review and approve requests from UAOs to install utilities within CFX's property in a manner that will be in the best interest of CFX and that will further the safety and the protection of CFX's Expressway System, including its operation, utilization, and future development, with due consideration given to public service afforded by adequate and economical utility installations.

5-8.02 Adoption of FDOT's 2017 Utility Accommodation Manual.

CFX adopts Rule 14-46.001 of the Florida Administrative Code and the Florida Department of Transportation's 2017 Utility Accommodation Manual (2017) ("UAM"), as they may be amended, replacing references to "FDOT" with "CFX." The requirements set forth in the UAM and Rule 14-46.001 are the minimum requirements. CFX may adopt and impose more restrictive policies and requirements, which shall take precedence over Rule 14-46.001 and the UAM.

5-8.03 Definitions.

A "limited-access expressway" means a street or highway specifically designed for through traffic, and over, from, or to which, a person does not have the right of easement, use, or access except in accordance with the rules of CFX governing its use. Sec. 348.752(10), Fla. Stat.

"UAM" refers to the 2017 version of the Florida Department of Transportation's Utility Accommodation Manual.

"UAO" is the acronym for Utility Agency or Owner, who is the entity that owns the utility.

"Utility" means transmission lines, telephone lines, telegraph lines, other communication services lines; pole lines; ditches, sewers, water mains, heat mains, gas mains, pipelines.

"Utility Builder" refers to the person or entity constructing the utility who will not be the ultimate UAO.

(See UAM 1.2)

5-8.04 Procedures and Requirements.

In determining whether to approve a permit for a utility crossing ("Utility Permit"), the procedures and requirements below must be followed.

- The UAO shall be identified in the Application for a Utility Permit. When the UAO is a County
 or City and desires to have the Utility Builder be a joint permit applicant, the Utility Builder
 shall also be identified as an applicant. A Utility Builder alone cannot apply for a utility permit
 without the City or County adding them as a joint applicant. A private individual or entity
 alone cannot apply for a utility permit. (See UAM Permit)
- Utilities On or Near CFX Structures, Expressways, or Facilities. The UAO shall not install, operate or maintain any utility on or near a CFX structure, expressway or facility that does any of the following:
 - a. Creates a hazard to the public.
 - b. Affects the integrity of the CFX structure, expressway, or facility.
 - Unreasonably hinders inspection and maintenance operations of the CFX structure, expressway, or facility.
 - d. Alters the aesthetics of CFX structures, expressways, or facilities placed in aesthetically sensitive environments.
 - e. Damages any CFX structure's reinforcement or stressing ducts or strands.
 - f. Attaches to CFX bridge girders.
 - Resides inside a CFX box girder.
 - h. Lowers the CFX structure's vertical clearance.
 - Restricts the CFX structure's ability to expand and contract.

(See UAM 3.19.1)

- 3. Longitudinal Utilities. The UAO may install, operate and maintain lines and associated appurtenances longitudinally within CFX's limited-access property that exclusively serve CFX. The UAO shall not install any other longitudinal utility lines unless an alternative is approved in accordance with Section 5-8.04. (See UAM 4.1)
- 4. New Crossings. In expanding areas adjacent to CFX's limited-access property, the UAO shall design and install utilities to eliminate or minimize the need for crossing CFX's limited-access property. The UAO shall not cross CFX's limited-access property when other options are available within reasonable distances as determined by CFX's staff and CFX's General Engineering Consultant ("GEC"). (UAM 4.3.1)
- The UAO shall perform all construction and maintenance outside CFX's limited-access property and CFX's limited-access line unless specifically addressed and approved in the Utility Permit.

- 6. Above-ground improvements are not allowed in CFX's limited access property. Above-ground improvements are not allowed in CFX's non-limited-access property unless specifically addressed and approved in this Utility Permit.
- 7. CFX's staff and CFX's General Engineering Consultant ("GEC") shall review and analyze the UAO's request and permit application for the following:
 - a. Compliance with all of CFX's policies and requirements,
 - b. Compliance with the requirements of the UAM and Rule 14-46.001, Florida Administrative Code
 - c. Impacts to the following:
 - i. Public safety
 - ii. CFX's current Master Plan and Five-Year Work Plan
 - iii. CFX's construction projects
 - iv. CFX's safety improvement projects
 - v. CFX's maintenance activities
 - vi. CFX's scenic enhancement projects
 - vii. CFX's landscaped vegetation
 - viii. Trees within CFX's right-of-way
 - ix. Local events and activities
 - x. Easements and agreements
 - xi. Placement of future utilities.
 - xii. Over-dimensional vehicle permits

If CFX's staff and CFX's GEC conclude that the UAO's request and permit application are in compliance with the above and any other applicable plan, program, or policy, CFX's GEC shall issue a certificate addressing whether (i) the proposed Utility Permit would impede or restrict the operation of the Expressway System, (ii) materially affects or interferes with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System, or (iii) otherwise impairs traffic operations or public safety. (See UAM 2.6)

- 8. Applications for Utility Permits that do not comply with the above policies and requirements shall not be approved. Request for waivers may not be approved by CFX staff.
- 9. Any entry onto CFX property after the term of this Permit expires requires a new application.

5-8.05 Delegation of Authority.

If the UAO meets all of the above requirements, CFX's Chief of Infrastructure is delegated the authority to issue a CFX Utility Permit with the General Counsel's approval. Any authority or responsibility specifically attributed to the CFX Executive Director, the CFX Chief of Infrastructure, or the CFX General Counsel implicitly extends to anyone that employee has explicitly delegated it to. CFX staff is authorized to update the Application for Utility Permit as needed.

5-8.06 Unreasonable Hardship

In the event that compliance with Section 5-8.04(3) (no longitudinal utilities) would create an unreasonable hardship, the UAO may submit information to CFX establishing that:

- a. All of the alternatives have been explored, and
- b. Compliance with this requirement would create an unreasonable hardship for the UAO, and the UAO's design alternative would not unreasonably interfere with the safety, operation, maintenance, future improvement, or expansion of CFX's Expressway System. (See UAM 6)

The fact that the alternative is less costly will not be determinative of whether the alternative is approved. Economic concerns do not rise to the level of a hardship. Difficulties or delays in obtaining permission from another entity, such as a local government, do not rise to the level of an unreasonable hardship and such alternatives shall be presumed to be viable alternatives for the UAO.

In the event that CFX's staff and CFX's GEC determine that the UAO has satisfied the above requirements and all of the other requirements for a Utility Permit, the Chief of Infrastructure with General Counsel's approval may present the UAO's request for a Section 5-8.04(3) (no longitudinal utilities) waiver to the Right of Way Committee for review and recommendation to the CFX Board. If the Committee recommends approval, then the request may be considered by the CFX Board. The UAO's request for a waiver does not extend to the other requirements in this Manual.

PART 9: POLICY REGARDING REQUESTS FOR A TEMPORARY RIGHT OF ENTRY

5-9.01 Purpose.

The Central Florida Expressway Authority ("CFX") was created and established under Part III of Chapter 348 of the Florida Statutes and has the authority to acquire, hold, construct, improve, maintain, operate, own, or lease the Central Florida Expressway System ("CFX's Expressway System"). In furtherance of its duties, CFX recognizes that third parties may need temporary access to CFX's property. The purpose of this section is to establish requirements to review and approve requests from a third party for a temporary right to enter CFX's property for a limited purpose that relates to or furthers CFX's mission.

5-9.02 Procedures and Requirements.

Before a Temporary Right of Entry Permit ("TROE Permit") may be granted, the following procedures and requirements must be met.

- 1. The Applicant shall be identified in the Application for a TROE Permit.
- 2. The Applicant shall not do any of the following:

- a. Create a hazard to the public.
- b. Unreasonably hinder CFX's operations or the operation of CFX's Expressway System
- Adversely affect the aesthetics of CFX's Expressway System
- d. Damage any property owned by CFX
- The Applicant shall perform all activities outside CFX's limited-access property and CFX's limited-access line unless specifically addressed and approved in the TROE Permit.
- 4. Permanent structures, appurtenances, or improvements are not allowed under this Part.
- 5. CFX's staff and CFX's GEC shall review and analyze the Application for a TROE Permit for the following:
 - a. Compliance with all of CFX's policies, requirements, rules, and regulations.
 - b. Impacts to the following:
 - i. Public safety
 - ii. CFX's current Master Plan and Five-Year Work Plan
 - iii. CFX's safety improvement projects
 - iv. CFX's construction projects
 - v. CFX's maintenance activities
 - vi. CFX's scenic enhancement projects
 - vii. CFX's landscaped vegetation
 - viii. Trees within CFX's right-of-way
 - ix. Local events and activities
 - x. Easements and agreements
 - xi. Placement of future utilities.
 - xii. Over-dimensional vehicle permits

If CFX's staff and CFX's GEC conclude that the Application is in compliance, CFX's GEC shall issue a certificate addressing whether (i) the proposed TROE Permit would impede or restrict the operation of the Expressway System, (ii) materially affects or interferes with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System, and (iii) otherwise impairs traffic operations or public safety.

5-9.03 Delegation of Authority.

If the Application for TROE Permit meets all of the above requirements, CFX's Chief of Infrastructure ("CFX Chief") is delegated the authority to issue a CFX TROE Permit with the General Counsel's approval. Any authority or responsibility specifically attributed to the CFX Executive Director, the CFX Chief of Infrastructure, or the CFX General Counsel implicitly extends to anyone that employee has explicitly delegated it to. CFX staff is authorized to update the Application for a Temporary Right of Entry Permit as needed.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY APPLICATION FOR UTILITY PERMIT

CFX ROAD INFORMATION

Permit No.:		County:	
CFX Road No.:		Milepost:	
Builder construct the propo	(UAO) shall be identified in the Apsed project, the Utility Builder and	the UAO shall both be identifie	When the UAO desires to have a Utilit d as applicants and shall be referred to
A private individual or entit	y alone cannot apply for a Utility Po	ly for a Utility Permit without the	UAO adding them as a joint applican
71 private marviduar or entit		NCY/OWNER (UAO)	
Name:		ne 170 William (CAO)	
Contact Person:			
Address:			
City/State/Zip:			
Telephone:			
E-Mail:			
UTI	LITY BUILDER (only applied	cable when the UAO is a C	ity or County)
Name:	`		
Contact Person:			
Address:			
City/State/Zip:			
Telephone:			
Email:			
The IIAO requests we		DESCRIPTION	ty ("CFX") to enter upon real
property that the UAC purpose of constructing precisely delineated in	represents is owned by CFX g the utilities described below	X, which ownership CFX wand in the attached plans (vill not confirm, for the limited 'Utility Work"), within the area
Utility Work Area: _			
Final Utility Location			
Requested Term S	Start Date:	Stop Date:	Duration:
	ATTACHMENTS	S FROM APPLICANT	
[] C. Certificate of I	ption of Final Utility Location nsurance rogation Endorsement		Area and Plans sured Endorsement
Attachment from CF	K: [_] Attachment G. Certif	ficate from GEC	
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Attachment 2

TERMS AND CONDITIONS

Based upon the above, the UAO requests permission from CFX to enter upon real property that the UAO represents is owned by CFX, for the limited purpose of constructing the proposed utilities in the area described in the Utility Work Area and Plans with a precise description of the Final Utility Location limited to the area delineated in **Attachment A**, and, as a condition of approval, the UAO agrees to the terms and conditions herein.

- 1. The UAO represents and warrants that the information above is true, correct, and complete.
- 2. <u>Photographs</u>. Upon initial entry onto CFX Property and prior to commencing any activity or work within CFX's Property, the Applicant shall provide CFX with a minimum of six (6) photographs documenting the work area.
- 3. It is expressly stipulated that this Permit is a license for permissive use only and that the placing of utilities, wires, cables, pipes, or other structures or alterations within CFX property pursuant to this Permit shall not operate to create or vest any property right in the UAO or the Applicant. The granting of this Permit does not modify an existing executed subordination agreement with CFX.
- 4. General Utility Work Conditions. The Applicant further agrees to the following conditions:
 - a. The Applicant shall or shall cause its agent to apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, regulations, and CFX criteria, policies, and procedures.
 - b. Under no circumstances may the Applicant block any CFX roadway or operation or impede or restrict the normal current or future operation of CFX or its Expressway System, as defined in Section 348.752, without the prior written consent and approval from the CFX.
 - c. Above-ground improvements are not allowed in CFX's limited-access property except as expressly approved by CFX.
 - d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
 - e. The UAO and Applicant shall ensure that the Utility Work does not interfere with the property and rights of a prior applicant or permittee or an existing structure, facility, utility, improvement, or use.
 - f. In the event Applicant encounters any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, the Applicant shall immediately cease the Utility Work and notify CFX. Abnormal conditions may include discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. CFX shall notify the Applicant of any suspension or revocation of the Permit to allow for contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.
 - g. If CFX determines that the Utility Work, in whole or in part, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the Applicant shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX. As a condition for the issuance of this Permit, the Applicant understands and acknowledges that in the event of such interference, CFX may require, in CFX's sole discretion, and the Applicant hereby agrees to perform, or cause to be performed, any of the following: (i) the removal or relocation of all structures, wires, cables, pipes, utilities, or other improvements within, under or over CFX's Property at no cost to CFX; (ii) immediate cessation of the Utility Work; (iii) restoration of CFX's property; or (iv) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX. This provision shall not be limited by the General Conditions. This paragraph survives the termination of this Permit.

5. General Conditions

a. The UAO shall comply with all State, Federal and Local rules and regulations, as applicable to the permitted facilities and work performed pursuant to the Permit, which includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits. When a CFX requirement is more stringent than those of other agencies, the UAO shall comply with the CFX requirement.

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- b. When a Utility Builder and a city or county utility owner are joint utility permit applicants, the Utility Builder and the city or county shall be severally liable such that the Utility Builder shall be required to comply with all the permit requirements applicable to the construction of the city or county utilities and the city or county shall be required to comply with permit requirements post construction, including, but not limited to those applicable to operation and maintenance. When a CFX contractor does Utility Work under a CFX agreement, the CFX contractor shall not be a joint utility permit applicant. The post-construction obligations of the city or county shall commence upon completion of final inspection by CFX. CFX shall provide the city or county with written notice of such date. The city or county shall be entitled to observe CFX's final inspection and shall inform CFX of any apparent failure to comply with the terms of the permit by the Utility Builder; provided, the final determination of compliance by the Utility Builder shall be made by CFX. This paragraph survives the termination of this Permit.
- c. Pursuant to Section 337.403, F.S., any utility placed upon, under, over, or within CFX's property that is found by CFX to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such property shall, upon thirty (30) days written notice to the UAO or its agent by CFX, initiate the work necessary to alleviate the interference at its own expense except as provided in Section 337.403, F.S., and except for reimbursement rights as expressly set forth in any other previously executed agreements with CFX. This paragraph survives the termination of this Permit.
- d. In the case of non-compliance with CFX's requirements in effect as of the date the permit is approved, the permit shall immediately terminate upon oral or written notice and the Utility Work will have to be brought into compliance or removed from CFX's property at no cost to CFX. This provision shall not limit the authority of CFX pursuant to Section 337.403, F.S., or any other law. In the event of failure to so comply within the specified time by CFX, CFX may restore CFX Property and the Applicant shall be responsible for all removal and restoration costs. This paragraph survives the termination of this Permit.
- e. The privileges granted the UAO by this Permit are only to the extent of the CFX's right, title and interest in the land to be entered upon and used by the UAO. The UAO shall indemnify, defend, and save harmless the State of Florida and CFX at all times and to the extent permitted by law from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the UAO of the privileges granted by this Permit. This obligation to indemnify and defend CFX includes, but is not limited to, any cost or expense to CFX due to delay caused by the UAO to a CFX contractor. However, said indemnification as applied to the UAO of city and county utilities is limited to that allowed by law. This paragraph survives the termination of this Permit.
- f. Damage to CFX. Pursuant to Section 337.402, F.S., when any CFX property is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such property, the UAO shall, at their own expense, restore CFX's property to its original condition before such damage. If the UAO fails to make such restoration, CFX is authorized to do so and charge the cost thereof against the UAO under the provisions of Section 337.404, F.S. Pursuant to Section 337.401(2), F.S, the UAO is responsible for damage resulting from the issuance of the permit. CFX may initiate injunctive or other legal proceedings to enforce provisions of this subsection. This section shall not be applied to damage or impairment shown in the permit. This paragraph survives the termination of this Permit.
- g. When the operation of any CFX Expressway System property is damaged or impaired or loses revenue in any way because of or related to this Permit or the installation, inspection, or repair of a utility located on CFX property, the UAO is responsible for all damage and lost revenue resulting therefrom. CFX may initiate injunctive or other legal proceedings to enforce the provisions of this subsection. However, said liability as applied to the UAO of city and county utilities is limited to that allowed by law. This paragraph survives the termination of this Permit.
- h. After the expiration of the term of this Permit, any entry onto CFX property requires a new application.
- Special Conditions for Underground Activity.
 - a. <u>As-Built Documentation</u>. The Applicant shall provide As-Built documentation of the completed installation of Utility Work within ninety (90) days of completion of Utility Work. As-Built

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- documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section 612 GIS Inventory of the CFX ITS Specifications.
- b. Locator Services. In connection with retention of any locator services, the Applicant shall register with the applicable Florida One Call agency per Chapter 556, Florida Statutes. The Applicant, at its expense, will be responsible for performing utility locates for its improvements within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, the Applicant shall coordinate with CFX staff listed below, and arrange a mutually convenient time for the utility locate in the presence of CFX. The Applicant understands and agrees that accidental cuts and dig-ups may occur causing damage to its improvements, and that the Applicant is solely responsible for repairing such damage. No liability shall be imposed upon CFX attributable to mislocation of any improvement by any locator service. No liability shall be imposed upon CFX for any damage to improvements in, on, under or over CFX Property. This paragraph shall survive the expiration of term of this Permit.
- 7. Coordination. The Utility Work shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with:

	Name/Title	Email	Telephone No.
	Steve Geiss, CFX Sr. Roadway Inspector	Steve.Geiss@CFXWay.com	407-467-8258
and			
and			
and			

at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

- 8. Restoration of Site; Final Site Inspection. The Applicant shall be responsible for any and all costs related to the Utility Work, including, but not limited to, installation, operation and removal and restoration of equipment on CFX Property. At the Applicant's sole cost and expense, the Applicant shall remove from CFX Property all materials generated during its activities within CFX Property and the Applicant shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, the Applicant agrees to promptly repair any and all damage to CFX Property caused by the Utility Work with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of the Utility Work, including restoration, the Applicant shall contact CFX staff listed above, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against the Applicant for damages and costs associated with proper restoration of CFX Property. In the event of failure to restore CFX Property within the specified time, CFX may restore CFX Property and the Applicant shall be responsible for all removal and restoration costs. This paragraph shall survive the expiration of term of this Permit.
- 9. Indemnification. Unless specifically prohibited or limited by statute, the Applicant shall indemnify, defend and hold CFX (which used herein includes CFX and its past, present and future employees, officers and Board members and any of their successors and assigns) harmless and shall cause its contractors and agents to indemnify, defend and hold CFX harmless from and against any and all lawsuits, actions, proceedings claims, demands, losses, costs, expenses, fines, fees (including attorneys' fees at the trial or appellate level), judgments, liabilities, damages, injuries (including death) which arise from or may be related to the Utility Work or this Permit, including but not limited to construction, maintenance, use, or occupancy of CFX's Property or ingress and egress to or from CFX's Property, either directly or indirectly, and are caused in whole or in part by the acts, omissions or negligence of the Applicant or its employees, contractors, or agents, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. Legal counsel provided to CFX must be acceptable to CFX. This paragraph survives the termination of this Permit.

Utility Permit No.	Page 4 of 8
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- 10. <u>Sovereign Immunity</u>. Nothing contained in this Permit 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. This paragraph survives the termination of this Permit.
- 11. <u>Insurance Requirements</u>. The Applicant 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 the activities of the Applicant and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Permit. 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 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. The Applicant shall require all insurance policies in any way related to the Utility Work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall require sub-contractors, by appropriate written Agreements, to include 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 Applicant 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 the Applicant's expense, all limits must be maintained. All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.
 - b. <u>Commercial General Liability</u>: 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. <u>Business Automobile Liability</u>: 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 Applicant does not own automobiles, the Applicant 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). 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 Applicant, and its employees, contractors, agents and sub-contractors.

e.	CHECK ALL APPLICABLE ADDITIONAL INSURANCE REQUIREMENTS					
Railroad Insurance, as set forth in the attached Addendum, is required if the Location						
	encompasses any part of a railroad track or facility.					
Pollution Legal/Environmental Liability Insurance (CPL), as set forth in the Addendum, is						
	required for any activities involving or related to hazardous waste.					
	Excess Coverage in the amount of \$ is required if the cost of					
	Utility Work or the potential impact to CFX is greater than the CGL coverage.					
f.	Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed					
	Certificate of Insurance.					

- 12. <u>Assumption of Risk; Release</u>. The Applicant, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Permit or on or around CFX Property. The Applicant, 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 injury or damage to any person or any real or personal property which the Applicant and its employees, contractors, or agents may suffer or incur in connection with the Utility Work or this Permit. This paragraph survives the termination of this Permit.
- 13. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents within CFX Property. In the event that the Applicant fails to comply with the terms of this Permit, CFX has the right to immediately terminate the Permit upon oral or written notice. This paragraph survives the termination of this Permit.
- 14. <u>Governing Law</u>. All parties agree that this Permit and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Permit or any provision hereof shall be instituted and maintained only in the courts of the State of Florida. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida. This paragraph survives the termination of this Permit.
- 15. Notice. Except as otherwise provided in paragraphs 4 (general utility work conditions), 8 (restoration of site; final site inspection), and 13 (reservation of rights), all written notices required to be delivered to the Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the following addresses: (a) with respect to the Applicant, to the address provided on page 1; and (b) with respect to CFX, to CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, FL 32807-1684, Attention: Chief of Infrastructure, with a copy to the same address, but to the Attention of CFX's General Counsel. This paragraph survives the termination of this Permit.
- 16. <u>Authorized Signatories</u>. The Applicant represents and warrants that the person signing below is duly authorized to sign this Application for Permit to which the Applicant and its employees, contractors, and agents will be duly bound.
- 17. <u>Termination</u>. This Permit is terminable at will by the CFX. Unless terminated sooner, this Permit expires upon the earlier of: (a) the termination date; (b) completion of Utility Work, including restoration; (c) expiration of the required insurance; or (d) written or oral notice by CFX.
- 18. This Permit may not be assigned without the written consent of CFX.

Witnesses

- 19. The Parties agree that neither this Permit nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.
- 20. This Permit does not take effect until it is fully executed by CFX in writing. The representations of staff are not binding.

IN WITNESS WHEREOF, the Utility Agency/Owner and the Utility Builder (if applicable) execute this Application for a Utility Permit to enter CFX Property, for the limited purpose of constructing the proposed utilities in the area described in the Utility Work and Plans with a precise location of the proposed Utilities limited to the area delineated in **Attachment A**, and, as a condition of approval, Applicant agrees to the terms and conditions set forth in this Permit, including the Special Conditions below.

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#1 - Signature: Print Name: #2 - Signature: Print Name:		By signing below, I represent that I have the authority to bind the Utility Agency/Owner Signature: Print Name: Title:
	Utility Permit No.	Page 6 of 8

	, who is personally known to me or who	has produced
as i	dentification and who did (did not) take an oath.	Francou
(SEAL)		
` · ·	Notary Public	=
	Print Name	
Witnesses:	UTILITY BUILDER:	
#1 - Signature:	By signing below, I represent that I have the	
Print Name:	authority to bind the Utility Builder.	
#2 - Signature:		
Print Name:		
STATE OF FLORIDA)	Title:	
COUNTY OF)		
	ged before me this day of	201 by
	who is personally known to me or who	, uy
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/	Notary Public	
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	ORIDA EXPRESSWAY AUTHORITY	
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Special Conditions: In reliance upon the representations and concept the conditions are concept to the condition of the condition for a Utility	ORIDA EXPRESSWAY AUTHORITY Dommitments of Applicant, including the terms and control of Permit and grants to Applicant, and its employees and	contractors, a
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In reliance upon the representations and concepts approves the Application for a Utility temporary, non-exclusive right to enter the purpose of Utility Work described in Attac	ommitments of Applicant, including the terms and con Permit and grants to Applicant, and its employees and e CFX Property delineated in Attachment A for the so	contractors, a le and limited
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Utility Permit No. _____, Page 7 of 8

ADDENDA

RAILROAD INSURANCE: When the Utility Work is on, over or under a railroad, railroad property or railroad right-of-way, the Applicant shall furnish to CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Applicant or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE (CPL): The Applicant agrees to maintain Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all activities arising from or related to the Permit. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Permit is required, and coverage must be maintained for 3 years after termination of the Permit or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Applicant agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Applicant of the obligation to provide replacement coverage. Coverage should include and be for the at least the minimum limits listed below:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits: Each Occurrence - \$ 2,000,000; General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Applicant's CGL policy and an appropriate premium credit provided from the issuer to the Applicant. CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY APPLICATION FOR A TEMPORARY RIGHT OF ENTRY PERMIT

PERMIT NO.:		COUNTY:				
ROAD:		CROSS STREET:				
	APPLICA	NT (Contractor)				
APPLICANT:						
(Name and Title)						
COMPANY:						
ADDRESS:						
CITY/STATE/ZIP:						
PHONE NO.:						
E-MAIL:						
	PERMITTEE (for	whom Contractor works)				
PERMITTEE:						
ADDRESS:						
CITY/STATE/ZIP:						
PHONE NO.:						
EMAIL:						
			which they represent is owned			
			vill not confirm, for the limited			
			e attached plans ("Permittee's			
	rea delineated therein ("CFX"	Property") and as described	below.			
Location:						
Y ' ' Y T						
Limited Purpose:						

Requested Term	Start Date:	Stop Date:	Duration:			
	pplicant: [] Attachment A.					
Attachments It om A		. Certificate of Insurance	and Flans			
	\ 1	. Additional Insured End	orsement			
	\	. Waiver of Subrogation 1				
	[] Attachment E.		Direct Seminate			
Attachment from CF	ttachment from CFX: Attachment F. Certificate from GEC					

TERMS AND CONDITIONS

Based upon the above, Permittee and Applicant request a temporary non-exclusive right of entry permit to enter upon CFX Property limited to the area delineated in Attachment A for the limited purpose of Permittee's Activity and, as a condition of approval, agree to the terms and conditions set forth herein.

- 1. Permittee and Applicant represent and warrant that the information above is true, correct, and complete.
- 2. <u>Photographs</u>. Upon initial entry onto CFX Property and prior to commencing any activity or work within CFX's Property, Permittee or Applicant shall provide CFX with a minimum or six (6) photographs documenting the work area.
- 3. It is expressly stipulated that this Permit is a license for permissive use only and that the placing of utilities, wires, cables, pipes, or other structures or alterations, upon public property pursuant to this Permit shall not operate to create or vest any property right in said holder. In the case of non-compliance with CFX's

Temporary Right of Entry Permit No	, Page 1 of 7
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requirements or any other applicable requirements, any alterations to CFX Property shall be brought into compliance or removed from CFX Property at no cost to CFX. In the event of failure to so comply within the specified time by CFX, CFX may restore CFX Property and Permittee and Applicant shall be responsible for all removal and restoration costs. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of CFX's title and interest in the land to be entered upon and used by the Permittee or Applicant, and the Permittee will, or will cause Applicant, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless CFX and its officers, employees, and agents from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee or Applicant of the aforesaid rights and privileges. §§ 337.401(2), 337.402, 337.404, Fla. Stat. This paragraph shall survive the termination of this Permit.

- 4. General Conditions. Permittee and Applicant further agree to the following conditions:
 - a. Permittee shall or shall cause its agent to apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, regulations, and CFX criteria, policies, and procedures.
 - b. Under no circumstances may Permittee or Applicant block any CFX roadway or operation or impede or restrict the normal current or future operation of CFX or its Expressway System, as defined in Section 348.752, without the prior written consent and approval from CFX.
 - c. No structures shall be permanently placed within CFX right-of-way.
 - d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
 - e. Permittee and Applicant shall ensure that Permittee's Activity does not interfere with the property and rights of a prior applicant or an existing structure, facility, utility, or use.
 - f. If CFX determines that Permittee's Activity, in whole or in part, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the Permittee and Applicant shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX. As a condition to the issuance of this Application, Permittee and Applicant understand and acknowledge that in the event of such interference, CFX may require, in CFX's sole discretion, and Permittee and Applicant hereby agree to perform or cause to be performed, any of the following: (i) the removal or relocation of all structures, wires, cables, pipes, utilities, or other improvements within, under or over CFX's Property at no cost to CFX; (ii) immediate cessation of Permittee's Activity; (iii) restoration of CFX's property; or (iv) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX. This paragraph shall survive the termination of this Permit.
 - g. In the event Permittee or Applicant encounter any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, the Permittee and Applicant shall immediately cease Permittee's Activity and notify CFX. Abnormal conditions may include discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. CFX shall notify the Applicant of any suspension or revocation of the Permit to allow for contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.
- 5. Special Conditions for Underground Activity.
 - a. <u>As-Built Documentation</u>. Permittee shall provide As-Built documentation of the completed installation of Permittee's Activity within ninety (90) days of completion of Permittee's Activity. As-Built documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section 612 GIS Inventory of the CFX ITS Specifications.
 - b. Locator Services. In connection with retention of any locator services, Permittee shall register or shall cause Applicant to register with the applicable Florida One Call agency per Chapter 556, Florida Statutes. Permittee, at its expense, will be responsible for performing utility locates for its improvements within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, Permittee shall coordinate with CFX staff listed below, and arrange a mutually convenient time for the utility locate in the presence of CFX. Permittee

Temporary Right of Entry Permit No.	_, Page 2 of 7
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understands and agrees that accidental cuts and dig-ups may occur causing damage to its improvements, and that Permittee is solely responsible for repairing such damage. No liability shall be imposed upon CFX attributable to mislocation of any improvement by any locator service. No liability shall be imposed upon CFX for any damage to improvements in, on, under or over CFX Property. This paragraph shall survive the termination of this Permit.

6. <u>Coordination</u>. The Permitted Activities shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with:

	Name/ Ittle	<u>Email</u>	Telephone No.
	Steve Geiss, CFX Sr. Roadway Inspector	Steve.Geiss@CFXWay.com	407-467-8258
and			
and			
and			

at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

- 7. Restoration of Site; Final Site Inspection. Permittee and Applicant shall be responsible for any and all costs related to the Permitted Activities, including, but not limited to, installation, operation and removal and restoration of equipment on CFX Property. At Permittee's sole cost and expense, Permittee shall (or shall cause Applicant to) remove from CFX Property all materials generated during its activities within CFX Property and Permittee shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Permittee agrees to (or agrees to cause Applicant to) promptly repair any and all damage to CFX Property caused by the Permitted Activities with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of the Permitted Activities, including restoration, Permittee shall (or shall cause Applicant to) contact CFX staff listed above, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against Permittee, its contactors or agents for damages and costs associated with proper restoration of CFX Property. In the event of failure to restore CFX Property within the specified time, CFX may restore CFX Property and Permittee and Applicant shall be responsible for all removal and restoration costs. This paragraph shall survive the termination of this Permit.
- 8. <u>Indemnification</u>. Unless specifically prohibited or limited by statute, Permittee shall, or shall cause Applicant, to indemnify, defend and hold CFX (which used herein includes CFX and its past, present and future employees, officers and Board members and any of their successors and assigns) harmless and shall cause its contractors and agents to indemnify, defend and hold CFX harmless from and against any and all lawsuits, actions, proceedings claims, demands, losses, costs, expenses, fines, fees (including attorneys' fees at the trial or appellate level), judgments, liabilities, damages, injuries (including death) which arise from or may be related to the Permitted Activities or this Permit, including but not limited to construction, maintenance, use, or occupancy of CFX's Property or ingress and egress to or from CFX's Property, either directly or indirectly, and are caused in whole or in part by the acts, omissions or negligence of the Permittee or the Applicant, or their employees, contractors, or agents, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. Legal counsel provided to CFX must be acceptable to CFX. This paragraph shall survive the termination of this Permit.
- 9. Sovereign Immunity. Nothing contained in this Permit 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. This paragraph shall survive the termination of this Permit.
- 10. <u>Insurance Requirements.</u> The Permittee shall, or shall cause the Applicant to, 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 the activities of Permittee and Applicant 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 CFX. Compliance

Temporary Right of Entry Permit No.	, Page 3 of 7
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with the insurance requirements below shall not relieve or limit the Permittee's or Applicant's liabilities and obligations under this Permit. 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 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. The Permittee shall require or shall cause the Applicant to require all insurance policies in any way related to the Permitted Activities to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Permittee shall require or shall cause the Applicant to 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, the Permittee or Applicant agree 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 the Permittee's or Applicant's expense, all limits must be maintained. All insurance coverage required of the Permittee or Applicant shall be primary over any insurance or self-insurance program carried by CFX.
- b. <u>Commercial General Liability</u>: 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. **INITIAL**
- c. <u>Business Automobile Liability</u>: 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 Permittee or Applicant do not own automobiles, the Permittee shall (and shall cause Applicant to) 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). 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 Permittee and Applicant, and their employees, contractors, agents and sub-contractors.

CHECA ALL APPLICABLE ADDITIONAL INSURANCE REQUIREMENTS
Railroad Insurance, as set forth in the attached Addendum, is required if the Location
encompasses any part of a railroad track or facility.
Pollution Legal/Environmental Liability Insurance (CPL), as set forth in the Addendum, is
required for any activities involving or related to hazardous waste.
Excess Coverage in the amount of \$ is required if the cost of
Permittee's Activity or the potential impact to CFX is greater than the CGL coverage.
mpart to of it is greater than the Cop coverage.

- f. Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.
- 11. <u>Assumption of Risk; Release</u>. Permittee and Applicant, on behalf of their employees, contractors, and agents, assume the risk associated with any activities arising out of this Permit or on or around CFX Property. Permittee and Applicant, on behalf of themselves, their employees, contractors, and agents, hereby release 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 injury or damage to any person or any real or personal property which Permittee or Applicant and their employees, contractors, or agents may suffer or incur in connection with the Permitted Activities or this Permit. This paragraph shall survive the termination of this Permit.

Temporary Right of Entry Permit No	, Page 4 of 7
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- 12. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against Permittee or Applicant, their employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by Permittee or Applicant, their employees, contractors, or agents within CFX Property. In the event that Permittee or Applicant fail to comply with the terms of this Permit, CFX has the right to immediately terminate the Permit upon oral or written notice. This paragraph shall survive the termination of this Permit.
- 13. Governing Law. All parties agree that this Permit and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Permit or any provision hereof shall be instituted and maintained only in the courts of the State of Florida. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida. This paragraph shall survive the termination of this Permit.
- 14. Notice. Except as otherwise provided in paragraphs 4 (general conditions), 7 (restoration of site, final site inspection), and 12 (reservation of rights), all written notices required to be delivered to the Permittee or the Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the following addresses: (a) with respect to the Permittee or the Applicant, to the address provided on page 1; and (b) with respect to CFX, to CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, FL 32807-1684, Attention: Chief of Infrastructure, with a copy to the same address, but to the Attention of CFX's General Counsel. This paragraph shall survive the termination of this Permit.
- 15. <u>Authorized Signatories</u>. Permittee and Applicant represent and warrant that the person signing below is duly authorized to sign this Application for Permit to which the Permittee and the Applicant and their employees, contractors, and agents will be duly bound.
- 16. <u>Termination</u>. This Permit is terminable at will by CFX. Unless terminated sooner, this Permit expires upon the earlier of: (a) the termination date; (b) completion of Permittee's Activity, including restoration; (c) expiration of the required insurance; or (d) written or oral notice by CFX.
- 17. The Parties agree that neither this Permit nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.
- 18. This Permit does not take effect until it is fully executed by CFX in writing. The representations of staff are not binding.

IN WITNESS WHEREOF, the Permittee and the Applicant execute this Application for a temporary non-exclusive right of entry to enter CFX Property, subject to the terms and conditions herein.

Witnesses:	APPLICANT:	
#1 - Signature:	By signing below, I represent that I have the	
Print Name:	authority to bind Applicant.	
#2 - Signature:	Signature:	
Print Name:	Print Name:	
	Title:	
	Date:	
STATE OF FLORIDA) COUNTY OF)		
	pefore me this day of	2.01
by	, who is personally known to me or who	has produced
as identif	fication and who did (did not) take an oath.	nao produced
(SEAL)		
	Notary Public	-
	Print Name	-
Temporary Right of Entry Permi	t No. Page 5 of 7	20.0045

Witnesses: #1 - Signature: Print Name: #2 - Signature: Print Name: STATE OF FLORIDA OCUMENTY OF	PERMITTEE: By signing below, I represent that I have the authority to bind Permittee. Signature: Print Name: Title: Date:	
COUNTY OF	efore me this day of, who is personally known to me or who cation and who did (did not) take an oath.	201, has produced
(SLAL)	Notary Public	.
	DA EXPRESSWAY AUTHORITY	
conditions above, CFX approves the Application Permittee and Applicant, and their employees	nitments of Permittee and Applicant, including the ion for Temporary Right of Entry Permit and gradual and contractors, a temporary non-exclusive right the sole and limited purpose of Permittee's Activities.	nts to to enter the
commencing on: and Start Date and Time	expiring on:End Date and Time	·,
By:Chief of Infrastructure	Date:	
APPROVED AS TO FORM:		
General Couns	sel /Deputy General Counsel	

ADDENDA

RAILROAD INSURANCE: When the Permitted Activities are on, over or under a railroad, railroad property or railroad right-of-way, the Permittee shall furnish, or shall cause Applicant to furnish, to CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Permittee or Applicant or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE (CPL): The Permittee agrees to maintain, or to cause Applicant to maintain, Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all activities arising from or related to the Permit. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Permit is required, and coverage must be maintained for 3 years after termination of the Permit or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Permittee agrees to purchase, or cause the Applicant to purchase, the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Permittee or the Applicant of the obligation to provide replacement coverage. Coverage should include and be for the at least the minimum limits listed below:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits: Each Occurrence - \$ 2,000,000; General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Permittee's or Applicant's CGL policy and an appropriate premium credit provided from the issuer to the Permittee or Applicant. CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

14-46.001 Utilities Installation or Adjustment.

- (1) Purpose. This rule is established to regulate the location and manner for installation and adjustment of utility facilities on any Florida Department of Transportation (FDOT) right-of-way, in the interest of safety and the protection, utilization, and future development of such rights of way, with due consideration given to public service afforded by adequate and economical utility installations, and to provide procedures for the issuance of permits.
 - (2) Permits.

FDOT will issue permits for the construction, alteration, operation, relocation, removal, and maintenance of utilities upon the right of way in conformity with the FDOT *Utility Accommodation Manual* (UAM), 2017 edition incorporated by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-08495. Copies of the UAM are available from the FDOT Maps and Publications Office at 605 Suwannee Street, MS 12, Tallahassee, Florida 32399-0450, or the FDOT Utility website: www.fdot.gov/programmanagement/utilities/. The following documents are hereby incorporated by reference and made a part of this rule:

- (a) The Utility Permit, Rev. 12/14/16, is incorporated herein by reference a https://www.flrules.org/Gateway/reference.asp?No=Ref-07737, and available from www.fdot.gov/programmanagement/utilities;
- (b) Utility Work Schedule, Rev. 12/14/16, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-07738, and available from www.fdot.gov/programmanagement/utilities;
- (c) Utility Work Estimate, Effective 12/14/16, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-07739, and available from www.fdot.gov/programmanagement/utilities;
- (d) American Petroleum (API) Standard 1104 Welding of Pipelines and Related Facilities, 20th Edition, October 2005, available at www.techstreet.com/api/products/1237425. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.
- (e) Grades and Standards for Nursery Plants, Florida Department of Agriculture and Consumer Services, Division of Plant Industry, 2015, incorporated herein at https://www.flrules.org/Gateway/reference.asp?No=Ref-06046, and available from www.fdot.gov/programmanagement/utilities.
- (f) FDOT 2016 Design Standards, Indexes 546, 600, 601, 602, 603, 604, 605, 611, 612, 613, 615, 616, and 660, incorporated herein at https://www.flrules.org/Gateway/reference.asp?No=Ref-06045, and 2016 Design Standard Index 625, incorporated herein at https://www.flrules.org/Gateway/reference.asp?No=Ref-07740, and available from www.flrules.org/Gateway/reference.asp?No=Ref-07740, and a
- (g) FDOT South Florida Rail Corridor Clearance Policy, Topic No. 000-725-003-j, effective 9/20/2007, incorporated herein at https://www.flrules.org/Gateway/reference.asp?No=Ref-06031, and available from www.fdot.gov/programmanagement/utilities.
- (h) American Society for Testing and Materials (ASTM) D1586-11 Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils (2011) available at astm.org/standards/D1586.htm. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.
- (i) American National Standards for Tree Care Operations Tree, Shrub, and Other Woody Plant Management Standard Practices (Pruning), ANSI A300 (Part 1) 2008 Pruning, available at www.tcia.org. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.
- (j) 49 C.F.R. Part 192, Rev. 10/1/11, incorporated herein at https://www.flrules.org/Gateway/reference.asp?No=Ref-07741, and available from www.fdot.gov/programmanagement/utilities.

Rulemaking Authority 334.044(2), 337.401, 337.405 FS. Law Implemented 337.401, 337.402, 337.403, 337.405 FS. History-New 5-13-70, Amended 8-10-78, 7-22-82, Formerly 14-46.01, Amended 7-5-90, 6-8-93, 10-15-96, 8-30-99, 11-10-05, 1-24-08, 1-30-11, 7-30-17.

2017 UAM

Utility Accommodation Manual



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1 General

1.1 Purpose

The purpose of the Utility Accommodation Manual (*UAM*) is to establish the utility installation or adjustment requirements for utilities within the Florida Department of Transportation's (FDOT) right of way (R/W) and is incorporated by reference into FDOT's *Rule Chapter14-46.001 F.A.C.* for utilities.

1.2 Terms and Acronyms

The following definitions of terms and acronyms apply only as used in the UAM:

Auxiliary Lane: The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic.

Business Day: Any Monday, Tuesday, Wednesday, Thursday, or Friday that does not fall on a State Holiday.

CFR: Code of Federal Regulations.

Casing: A pipe surrounding a carrier pipe and designed to resist potential impacts and carry imposed loads.

Conduit: An enclosure for protecting a utility (e.g., wires and cables).

Contractor: A legal entity (1) properly licensed in the State of Florida by the state, county or city, and (2) contracting with FDOT or a UAO to work or furnish materials.

F.A.C.: Florida Administrative Code

FDEP: The Florida Department of Environmental Protection

FDOT: The Florida Department of Transportation:

FDOT District: One of the seven (7) geographical areas or the Turnpike Enterprise. FDOT District Map and Turnpike information are available at: http://www.dot.state.fl.us/programmanagement/utilities/

FDOT Structure: Features owned by FDOT such as, but not limited to, bridges, retaining walls, culverts, pipes, and structural supports for signs, lighting, toll gantries, buildings, and traffic signals.

F.S.: Florida Statutes.

Highway: A right of way corridor which contains or is to contain a roadway.

LA R/W: Limited Access Right of Way.

Local Maintenance Engineer: The engineer in charge of the local maintenance or operation centers throughout the State.

Manhole: An opening in an underground system, providing access for installations, inspections, repairs, connections and tests.

Median: The portion of a divided highway or street that separates the traveled-ways for traffic moving in opposite directions.

Non-Restricted Roadsides: Roadsides that are not restricted roadsides.

Pull Box: An opening in an underground system, providing access for installations, inspections, repairs, connections and tests.

Restricted roadsides: Roadsides along predominantly curbed urban roadways with design speeds of forty-five (45) mph or less and narrower than the offsets in *UAM Table 3.14.4*. Right of Way: The land that FDOT has title to, or right of use as a transportation facility, or that FDOT has a right for use as a transportation facility.

R/W: Right of way

Roadway: The portion of a highway, including shoulders, for vehicular use.

TCP: Traffic Control Plans.

Service lines: Lines used by the UAO to carry services from a main line to individual recipients.

Traffic Control Plans: Plans showing the methods of controlling and maintaining a safe flow of traffic through construction or maintenance work areas.

Travel Lane: The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes.

UAO: Utility Agency/Owner. The entity that owns the utility.

UAM: This Utility Accommodation Manual

Dec 14, 2016 Division: Utilities

Utility: All active, deactivated or out-of-service electric transmission lines, telephone lines, telegraph lines, other communication services lines, pole lines, ditches, sewers, water mains, heat mains, gas mains, pipelines, gasoline tanks and pumps owned by the UAO.

Utility Appurtenances: Features or parts that are part of a utility, whether primary or secondary to its function.

1.3 References

References to sections internal to this manual are indicated in bold italics starting with "UAM". For example, these instructions are in UAM Section 1.3. References to external documents are indicated by the generally used term for the document highlighted in bold italic text, For example, the "2016 FDOT Design Standards for Design, Construction, and Maintenance Operations on the State Highways System" is referenced as the FDOT Design Standards. The published title and date for these external references are listed in UAM Section 7. When a UAM section is referenced, it is intended that all subsections and all other references contained within the referenced section are included.

1.4 Delegation of Authority

Any authority or responsibility specifically attributed in the *UAM* to any FDOT employee implicitly extends to anyone that employee has explicitly delegated it to. In addition, the State Chief Engineer has authority to exercise any authority or responsibility attributed in the *UAM* to any FDOT employee.

1.5 Laws to be Observed and Other Agency Rules

The UAO shall comply with all State, Federal and Local rules and regulations, as applicable to the permitted facilities and work performed pursuant to the permit, which includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits. When a FDOT rule is more stringent than those of other agencies, the UAO shall comply with the FDOT rule.

1.6 Other FDOT Permits

1.6.1 Overweight and Over-Dimensional Vehicle Permits

The UAO shall obtain permits for overweight and over-dimensional vehicles in accordance with Rule Chapter 14-26, F.A.C.

1.6.2 Storm Water and Drainage Permits

For the installation of drainage pipes or structures that convey storm water along or across the FDOT R/W and do not discharge any storm water onto the FDOT R/W or into an FDOT storm water system, the UAO shall obtain a utility permit in accordance with *UAM Section 2* in lieu of a drainage connection permit.

For the installation of drainage pipes or structures that do discharge storm water onto the FDOT R/W or into an FDOT storm water system, the drainage facility owner shall obtain a drainage connection permit in accordance with *Rule Chapter 14-86*, F.A.C. in lieu of a utility permit.

Obtaining an FDOT drainage connection permit or utility permit does not relieve the owner of their responsibility to comply with the Florida Department of Environmental Protection's (FDEP) National Pollutant Discharge Elimination System (NPDES) permitting requirements pursuant to *Chapter 373*, F.S. Part IV and Rule Chapter 62-25, F.A.C. or any other authority's permitting requirements.

1.7 UAM Dispute Review

If the UAO desires to resolve a dispute with an FDOT District or the Turnpike Enterprise, the UAO shall request a review by the FDOT State Utilities Engineer.

1.8 Sunshine 811 Notification

The UAO shall notify the Sunshine 811 prior to any excavation or demolition activities in accordance with *Chapter 556*, *F.S.* This shall not relieve the UAO from their obligation to notify FDOT as required by the permit or by the *UAM*. FDOT contact information is provided on the utility permit.

1.9 Acquiring Existing Utilities

When a UAO acquires an existing utility that is within FDOT R/W, the UAO shall provide FDOT with an affidavit that (1) states the ownership transfer, (2) describes the boundaries and (3) acknowledges that the new UAO shall comply with the conditions and requirements of the original permit. A copy of the operative conveyance document shall be attached to the affidavit.

1.10 Utility Liaison

The State Utilities Engineer develops revisions and additions to the *UAM* in accordance with *Chapter 120, F.S.* and through periodic *UAM* reviews with the utility industry and others. The State Utilities Engineer is the chief liaison on utility accommodation. UAM users may submit to the State Utilities Engineer written suggestions to the address or URL below:

State Utilities Engineer Florida Department of Transportation 605 Suwannee Street, Mail Station 75 Tallahassee, FL 32399-0450

The State Utilities Engineer publishes information about issues of interest to the utility industry at: http://www.dot.state.fl.us/programmanagement/utilities/

1.11 Distribution

FDOT provides the UAM at no cost from the following website at:

http://www.dot.state.fl.us/programmanagement/utilities/

Hardcopies of the *UAM* may be purchased from:

The Florida Department of Transportation Maps and Publications Sales 605 Suwannee Street, Mail Station 12 Tallahassee, Florida 32399-0450

Phone: (850) 414-4050

2 Utility Permits

2.1 General UAO Responsibilities

- 1) Unless otherwise specified in *UAM Section 2.2* or *UAM Section 2.3*, the UAO shall obtain a utility permit before working within FDOT R/W by using the One-Stop Permitting (OSP) website, however when the UAO does not have access to the permitting website or where the utility work is being done on a portion of the FDOT R/W not included in the OSP system, the UAO shall use the hardcopy utility permit in *UAM Section 8*. Access to the online One-Stop Permitting website is available at: http://www.dot.state.fl.us/programmanagement/utilities/
- 2) To expedite construction of FDOT projects, FDOT may determine an approved utility work schedule requiring the UAO to meet all requirements of *Rule Chapter 14-46.001 F.A.C.* and the *UAM*, and which has a corresponding relocation agreement is equivalent to a utility permit.
 - Others may prepare and process permit applications for the UAO, however the UAO shall, in all cases, be the permit applicant before the permit is approved. Once the permit is approved the UAO is the permittee and shall not deviate from the approved permit without approval from the Local Maintenance Engineer. The UAO shall have a complete copy of the approved permit at the jobsite when crews are present.
- 4) City or county utility owners, who do not have contractual control over the builder of their utilities, may elect to have the builder become a joint utility permit applicant with the city or county. In these cases, the utility builder and the city or county shall be severally liable such that the utility builder shall be required to comply with all the permit requirements applicable to the construction of the city or county utilities and the city or county shall be required to comply with permit requirements post construction, including, but not limited to those applicable to operation and maintenance. When an FDOT contractor does utility work under an FDOT agreement, the FDOT contractor shall not be a joint utility permit applicant. The post construction obligations of the city or county shall

commence upon completion of final inspection by FDOT. FDOT shall provide the city or county with written notice of such date. The city or county shall be entitled to observe FDOT's final inspection and shall inform FDOT of any apparent failure to comply with the terms of the permit by the utility builder; provided, the final determination of compliance by the utility builder shall be made by FDOT.

- 5) The UAO shall notify the FDOT Representative identified on the permit a minimum of two (2) business days prior to starting work and again immediately upon completion of work. All work, materials, and equipment shall be subject to inspection and approval by FDOT. The UAO shall input time, location of lane closure and description of work into the FDOT Lane Closure Information System (LCIS) of any lane closures needed for the utility work. The UAO shall not close any lanes until receiving approval through LCIS or alternatively by FDOT. The UAO is not required to report lane closures to the LCIS system to perform work in accordance to UAM Section 2.3 or UAM Section 3.1.
- 6) The UAO shall not interfere with the property and rights of a prior permittee.
- 7) It is expressly stipulated that the utility permit is a license for permissive use only and that the placing of utilities within FDOT R/W pursuant to the permit shall not create or vest any property right in the UAO. The granting of a permit does not modify an existing executed subordination agreement with FDOT.
- 8) Pursuant to Section 337.403, F.S., any utility placed upon, under, over, or within the right-of-way limits of any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the UAO or its agent by FDOT, initiate the work necessary to alleviate the interference at its own expense except as provided in Section 337.403, F.S., and except for reimbursement rights as expressly set forth in any other previously executed agreements with FDOT.
- 9) For any excavation, construction, maintenance, or support activities performed by or on behalf of FDOT, within its R/W, the UAO may be required by FDOT to perform the following activities with respect to a UAO's utilities: physically expose or direct exposure of underground utilities; provide any necessary support to utilities and/or cover, de-energize or alter aerial utilities as deemed necessary for protection and safety; and/or take any action required by FDOT's State Utility Engineer in order to facilitate the work in a safe and efficient manner.
- 10) When the utility work is within an FDOT project, the UAO shall obtain a utility work schedule prior to commencing work within the project limits.
- 11) In the case of non-compliance with FDOT's requirements in effect as of the date the permit is approved, the permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to FDOT, except for reimbursement rights set forth in previously executed subordination agreements, railroad utility agreements, or other reimbursement agreements. This provision shall not limit the authority of FDOT pursuant to Section 337,403, F.S.
- 12) The privileges granted the UAO by the utility permit are only to the extent of the State's right, title and interest in the land to be entered upon and used by the UAO. The UAO shall indemnify, defend, and save harmless the State of Florida and FDOT at all times and to the extent permitted by law from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the UAO the privileges granted by the utility permit. This obligation to indemnify and defend FDOT includes, but is not limited to, any cost or expense to FDOT due to delay caused by the UAO to an FDOT contractor. However, said indemnification as applied to the UAO of city and county utilities is limited to that allowed by law.
- 13) The UAO shall ensure individuals responsible for placement, or maintenance of traffic control schemes and devices in work zones on the FDOT R/W have proper training. While on the jobsite, the UAO's employee responsible for traffic control shall carry either an FDOT maintenance of traffic training certificate, from an FDOT maintenance of traffic training provider, or a certification from the UAO stating the following:

"[Employee's Name] has been properly trained to control traffic in accordance the UAM's traffic control requirements."

- 14) Where practical, the UAO shall expeditiously allow passage of over-dimensional vehicles permitted by FDOT. When the UAO becomes aware of deficiencies in the Traffic Control Plan that affect traffic safety, the UAO shall take appropriate corrective actions. When notified by FDOT that immediate corrective actions are needed, the UAO shall immediately comply with FDOT's instructions.
- 15) The UAO shall comply with requirements for the inspection and copying of records and photographing public records in accordance with Section 119.07, F.S.

16) The UAO shall equip construction and maintenance vehicles used on FDOT R/W with at least one (1) unobstructed class 2 amber, or white, warning lights. If anything might obstruct the light, the UAO shall equip construction and maintenance vehicles with more than one warning light.

2.2 Permit Applications for Emergency Work

Advance permit application approvals or notifications are not required for emergency repairs performed in accordance with *UAM Section 3.1*. If the type of work would normally require a permit, the UAO shall submit a completed permit application and as-built plans within five (5) business days after the repairs are completed; however, a TCP does not need to be submitted.

2.3 Work Not Requiring New Permits

2.3.1 Work Types

The UAO may perform work on the UAO's previously permitted utilities without applying for a new permit for only the work types listed below and when the work constraints in *UAM Section 2.3.2* are followed:

- 1) Placement of mid-span poles, replacement of existing poles, or removal of existing poles. All of these poles must be part of the existing pole line, and installed as close to the alignment of the existing pole line as possible. For existing poles that do not comply with the utility offsets in *UAM Section 3.14.4*, the new pole shall not reduce the existing pole's offset from the edge of lane along non-restricted roadsides or from the face of curb along restricted roadsides. For existing poles that do comply with the utility offsets in *UAM Section 3.14.4*. the new pole shall also comply with the utility offsets in *UAM Section 3.14.4*.
- 2) Placement of service poles as long as these pole are in compliance with the utility offsets in UAM Section 3.14.4.
- Placement of underground service lines in compliance with UAM Section 3.16.7 provided they are perpendicular
 to the roadway.
- 4) Temporary utility work approved by the FDOT Resident/Project Engineer during FDOT construction projects in in accordance with an approved utility work schedule.
- 5) Maintenance, replacement, alterations or additions of aerial components on existing pole lines.
- 6) Maintenance, alterations, but not the replacement, of existing underground utilities.
- Placing and/or removing utilities within existing conduits, provided no additional pull-boxes or other utility appurtenances are installed.
- 8) Installation of technology to solely operate, measure, maintain, and/or monitor the permitted utility provided no excavation is performed. This provision shall not be interpreted to allow other entities to attach to the UAO's facility without obtaining a new permit and/or modifying the UAO's existing permit if the technology does not solely operate, measure, maintain, and/or monitor the permitted utility.
- 9) Vegetation control in compliance with UAM Section 3.18.
- 10) Potholing for physical exposure of underground utilities in accordance with UAM Section 2.1(9).
- 11) Replacement of existing permitted lines, as long as the new line is as close to the original alignment as possible and is in compliance with the utility offset in *UAM Section 3.14.4*.

2.3.2 Work Constraints

To perform the work in *UAM Section 2.3.1*, the UAO shall comply with all of the following conditions; otherwise, a new permit is required:

- 1) The UAO shall notify the appropriate maintenance engineer of the location, general scope and timeframe of the work. The UAO may immediately commence work after notification when the work is anticipated to take two (2) hours or less to complete. The UAO shall not commence work earlier than two (2) business days after notification when the work is anticipated to take more than two (2) hours. Road closures for more than 5 minutes are not allowed without a new permit.
- 2) The UAO shall restore FDOT R/W to the condition prior to the work within seventy-two (72) hours of completion of the work.
- 3) The UAO shall be responsible under the original permit for any added lines or other utility modifications for which a new permit was not required.
- 4) The UAO shall maintain vehicular and pedestrian traffic using the FDOT Design Standards indexes listed below:

 Index Title
 - 600 General Information for Traffic Control Through Work Zones
 - 601 Two-Lane, Two-Way, Work Outside Shoulder
 - 602 Two-Lane, Two-Way, Work On Shoulder

- 603 Two-Lane, Two-Way, Work Within the Travel Lane
- 604 Two-Lane, Two-Way, Work In Intersection
- 605 Two-Lane, Two-Way, Work Near Intersection
- 611 Multilane, Work Outside Shoulder
- 612 Multilane, Work On Shoulder
- 613 Multilane, Work Within the Travel Lane Median or Outside Lane
- 615 Multilane, Work In Intersections
- 625 Temporary Road Closure 5 Minutes of Less
- 616 Multilane, Work Near Intersection Median or Outside Lane
- 660 Pedestrian Control for Closure of Sidewalk
- 5) The UAO shall not cut any roadway pavement.
- The UAO shall not cut or otherwise damage more than ten (10) linear feet of sidewalk.
- 7) The UAO shall not commence work that conflicts with any FDOT construction project, scheduled local events and activities, other scheduled permitted activities, or FDOT lane closure restrictions.
- 8) The UAO shall not excavate more than eighty (80) cubic feet.
- 9) The UAO shall not work within FDOT limited access R/W or an FDOT rail corridor.
- 10) The UAO shall not add third party utilities.
- 11) The UAO shall comply with UAM Section 3.14 when installing any pole.

2.4 Permit Application Package

2.4.1 General Documentation

In addition to the information required for the One-Stop Permitting website and the utility permit in **UAM** Section 8, the UAO shall attach and incorporate as part of the utility permit application the following if applicable:

- When not using the One-Stop Permitting website, the UAO shall provide a key map showing the proposed installation's location and the approximate distance and direction from the proposed work area to the nearest town, major road intersection, bridge, or railroad crossing.
- 2) Plan view drawings (preferably to scale) showing all of the following:
 - a) The R/W Lines, limited access lines, and the UAO's easement lines within the FDOT R/W.
 - b) The proposed utility and proposed utility appurtenances (except for utility appurtenances mounted at least fifteen (15) feet above the ground and less than eight (8) cubic feet).
 - c) The horizontal distance from the proposed utility to a well-defined feature of the transportation facility (such as the edge of travel lane).
 - d) When work is within an FDOT project, a tie to project stationing, otherwise a tie to roadway mileposts.
 - e) The limits of the work area (including staging areas, access points, or other areas to be used).
 - f) For trenchless installations, the proposed method of installation, materials, function, type, size of proposed installation, and bore diameter.
 - g) Maximum allowable operating pressures of proposed gas mains and the locations of proposed shut-off valves.
 - h) Aboveground features such as existing utility poles within the work area.
 - i) Underground features such as utilities, drainage pipes, or Intelligent Transportation System (ITS) lines within the proposed work area as can reasonably be obtained by a review of existing records and a topographical survey of above ground features.
 - j) Significant physical features such as vegetation, wetlands or bodies of water.
- 3) When installing underground utilities, the UAO shall provide profile view drawings showing all of the following:
 - a) The location of the proposed utility and proposed appurtenances larger than eight (8) cubic feet.
 - b) Benchmark information.
 - c) Horizontal and vertical location of all existing underground facilities such as utilities, drainage pipes, or ITS lines within the proposed work area as can reasonably be obtained by a review of existing records and a topographical survey of above ground features.
 - d) The proposed utility's depth below the top of the pavement or existing unpaved ground.
 - e) Top of water table or confining layer when required per UAM Section 3.16.9.1.
 - f) Cross-sectional view showing one (1) or more typical cross sections to adequately reflect the proposed installation's location.

- 4) Manufacturer's certifications of proposed underground appurtenances manufactured offsite such as manholes, splice boxes or vaults that are greater than eighty (80) cubic feet in accordance with UAM Section 3.16.3.1.
- 5) Signed and sealed plans and specifications for proposed attachments to structures including a bridge load rating analysis where attachments affect the bridge's carrying capacity.
- 6) Not more than six (6) photographs documenting work area conditions prior to the utility work as requested by the Local Maintenance Engineer. The Local Maintenance Engineer shall waive the requirement for photographs when unnecessary.
- 7) Justification and drawings showing proper replacement of the roadway for any open trenching, pavement cuts, or water supply line conflicts.
- For aboveground crossings of an operational LA R/W between interchanges, a list of any other anticipated crossings.
- A completed standard railroad application package when within FDOT rail corridors.
- 10) A landscaped vegetation replacement plan as required by UAM Section 3.17.2.
- 11) Any required approvals, waivers, or variances necessary for the permit to be approved.
- 12) Any known provisions of the UAM or the utility permit that are modified, or made unenforceable by existing easements, subordination agreements, or other legal requirements.
- 13) FDEP Certification document in accordance with UAM Section 2.5.
- 14) A traffic control plan in accordance with UAM Section 2.4.2.
- 15) Copies of any existing applicable permits for erosion control.

2.4.2 Traffic Control Plan (TCP) Submittals

The UAO shall submit a TCP that complies with series 600 indexes of the *FDOT Design Standards*, or a TCP signed and sealed by a qualified, licensed Florida professional engineer with an FDOT Advanced Maintenance of Traffic Certification. When using an unmodified FDOT Design Standard as its TCP, the UAO may cite to the specific index that is being utilized in lieu of attaching a TCP to the permit application.

2.4.3 Engineering Documents Exempt from Signing and Sealing

For all engineering documents other than those listed in *UAM Section 2.4.2*, that the UAO has determined to be exempt from the signing and sealing requirements of *Chapter 471, F.S.*, the UAO shall submit these documents under the UAO's letterhead or on plan sheets with the UAO's title block. FDOT retains the right to require, through a Special Instruction on the permit approval, that engineering documents that modify the infrastructure of FDOT to be signed and sealed

2.5 Certification from FDEP

When the UAO obtains a certification from the Florida Department of Environmental Protection (FDEP) to install or adjust their utilities within the FDOT R/W, the UAO shall attach FDOT's conditions for the certification to the utility permit application. FDOT shall issue a utility permit after verifying the utility work is in compliance with the conditions for certification.

2.6 Permit Application Review Process

FDOT shall process all permit applications in accordance with Section 120.60, F.S. FDOT shall review the proposed work for all of the following:

- 1) Compliance with the UAM,
- 2) Impacts to all of the following:
 - a) Public safety
 - b) The FDOT Five-Year Work Program
 - c) Safety improvement projects
 - d) FDOT maintenance activities
 - e) Scenic enhancement projects
 - f) Landscaped vegetation as that term is used in UAM Section 3.17.2
 - g) Trees within the right-of-way
 - h) Local events and activities
 - i) Easements and agreements
 - j) Placement of future utilities.
 - k) Over-dimensional vehicle permits
- 3) The Chief Engineer shall review the proposed work for impacts to all plans and programs adopted pursuant to *Chapter 339, F.S.* and all other plans developed by FDOT where the permit application is for the placement of a utility within FDOT R/W, and either:

- The abandonment of the utility is subject to the permission and approval of the Federal Energy Regulatory Commission, or
- b) The construction or extension of the utility is subject to the authorization of the Federal Energy Regulatory Commission.

2.7 Special Instructions

- 1) FDOT shall indicate on the utility permit all special instructions necessary to address site specific or transaction specific conditions not addressed in *Rule Chapter 14-46.001 F.A.C.* or the *UAM*.
- When FDOT requires an FDOT representative to be present at the worksite prior to commencement of work, FDOT shall indicate this requirement on the permit and provide information to contact the FDOT representative.
- FDOT may attach any drawings deemed necessary for restoration of the FDOT R/W to the condition prior to the UAO's work.
- 4) FDOT may attach any specifications deemed necessary for restoration of the FDOT R/W to the condition prior to the UAO's work.

2.8 UAO Notification to Other Facility Owners

The UAO shall deliver written notification to all owners of other facilities within the work areas known to be involved or potentially impacted by the proposed work. The UAO shall inform these owners of the location and scope of the work, and shall also inform these owners they have ten (10) business days, from the time of receipt of the notification, to provide the Local Maintenance Engineer specific written objections to the issuance of the utility permit.

2.9 Commencement of Work

The UAO shall not begin work until the required FDOT representative as indicated on the utility permit is on site or other arrangements have been made with FDOT. The UAO may begin work after the required notification when the permit does not indicate an FDOT representative is required. By the UAO's commencement of permitted utility work, the UAO shall be bound by all requirements of the utility permit.

2.10 Erosion Control Plans

The UAO is required to provide FDOT an erosion control plan for the UAO's work if requested by FDOT. If the UAO is unable to provide a requested plan or applicable permit, FDOT may stop the UAO's work until such information is provided to FDOT.

2.11 Final Inspection of Work

Upon completion, the UAO shall provide FDOT all material certifications, test results, bore logs, approved plans changes, or other documentation required as a condition of permit approval.

3 Utility Accommodation

This section contains requirements for accommodating utilities within limited access and non-limited access FDOT R/W. UAM Section 4 contains additional requirements particular to limited access R/W.

3.1 Emergency Work

For situations of a serious nature, developing suddenly and unexpectedly, and demanding immediate action that will affect public safety, disruption of utility service, or damage to the FDOT R/W the UAO shall proceed immediately with all necessary actions. The UAO shall be responsible for safe and efficient traffic control and shall notify the Local Maintenance Engineer of all necessary actions being taken as soon as practical, but no later than the next scheduled FDOT working day. If the type of work would normally require a permit, the UAO shall submit a permit application in accordance with *UAM Section 2.2*. The UAO shall bear the expense of restoring the R/W to the condition prior to the emergency. When making emergency repairs to attachments to FDOT structures, the UAO shall obtain verbal approval from the FDOT District Maintenance Engineer prior to making the repairs.

3.2 Discovery of Archaeological or Historical Remains

If work operations encounter remains of an archaeological or historic nature, the UAO shall (1) temporarily discontinue all earth disturbing activity in the remains' immediate vicinity and (2) notify the Local Maintenance Engineer. FDOT shall determine the remains' disposition. The UAO shall not resume affected work until authorized by the Local Maintenance Engineer.

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3.3 Utilities in Historic Sites and Other Scenic Areas

Scenic areas include scenic strips, overlooks, rest areas, recreation areas and FDOT R/W within the limits of public parks and historic sites. In such areas, the UAO shall not install utilities that do either of the following:

- 1) Require extensive removal or alteration of trees or other natural features visible to the transportation facility user.
- 2) Impair the visual quality of the lands being traversed.

3.4 Pedestrian Pathway Clearances

For new above ground installations within pedestrian pathways, the UAO shall provide minimum clear pathway widths of thirty-six (36) inches where practical. However, the thirty-six (36) inch pathways may be reduced to no less than thirty-two (32) inches wide for no more than two (2) feet in length when there is no practical alternative available to avoid an obstruction. For guy wires traversing across a pedestrian pathway, the UAO shall maintain a minimum vertical clearance of seven (7) feet over the pathway.

3.5 Erosion & Sediment Controls

The UAO shall install any required erosion and sediment controls before beginning any utility work.

3.6 Relocation of FDOT Signs or Reflectors

To prevent signs and reflectors from conflicting with the UAO's work, the UAO shall be responsible for relocating or replacing all conflicting signs and reflectors as directed by FDOT.

3.7 Preservation of Sight Windows

The UAO shall not install new or replacement utilities that significantly reduce the field of vision within the limits of clear sight as described in *FDOT Design Standards* - Index 546.

3.8 Open Cutting

Unless FDOT determines it is impractical, the UAO shall not cut pavement less than five (5) years old.

When open cutting driveways, the UAO shall do all of the following:

- Notify owners seven (7) days in advance using door-hanger type notices or on-site signs as appropriate and approved by FDOT.
- Maintain users' access to the property.
- 3) Restore the driveways to at least an equivalent condition and types of material to what existed prior to cutting.

3.9 Fuel Tanks

The UAO shall not install any new utility structure or cabinet containing any flammable fuel within the FDOT R/W.

3.10 Longitudinal Placement of Utilities

When underground and aerial utilities occupy the same roadside, the aerial utility should be placed outside the underground utility and in accordance with *UAM Section 3.14*. The underground utility should not be placed within three (3) feet of the R/W line to allow space for future aerial utilities.

3.11 Utilities Near Airports

When placing utilities on FDOT R/W and near airports, the UAO shall not create an Airport hazard as defined by Section 333.01(3), F.S.

3.12 Contaminated Soil

Where contaminated soil is encountered within the UAO's work area, the UAO shall immediately cease work and notify FDOT. FDOT shall notify the UAO of any suspension or revocation of the utility permit. Said suspension or revocation shall remain in effect until otherwise notified by FDOT.

3.13 Damage to FDOT

Pursuant to Section 337.402, F.S., when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the UAO shall, at their own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the UAO fails to make such restoration, FDOT is authorized to do so and charge the cost thereof against the UAO under the provisions of Section 337.404, F.S.

Pursuant to Section 337.401(2), F.S, the UAO is responsible for damage resulting from the issuance of the permit. FDOT may initiate injunctive proceedings as provided in Section 120.69, F.S. to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.

This section shall not be applied to damage or impairment shown in the permit.

3.14 Aboveground Utility Installations, Relocations, Adjustments, Replacement

Utilities are considered aboveground when the utility facility or appurtenance (such as strain poles, guy wires, telephone load pedestals, temporary supports, etc.) is more than four (4) inches above the grade. The UAO shall not install aboveground utilities within the median. The UAO shall not install a pole line in the roadside where an existing pole line is on the opposite roadside unless one (1) of the pole lines is made available for joint use. Alternatives to the requirements of Section 3.14 may be approved in accordance with UAM Section 6.

3.14.1 New Aboveground Utility Installations

The UAO shall install new aboveground utilities outside the aboveground utility offsets in *UAM Section 3.14.4* and as close to the R/W line as practical with regard to the aboveground utility practical considerations in *UAM Section 3.14.5*, however, these requirements do not apply to:

- 1) Mid-span poles addressed in UAM Section 3.14.2.
- 2) Existing aboveground utilities within FDOT projects addressed in UAM Section 3.14.3.

3.14.2 Mid-Span Pole Installation Requirements

This section applies to the installation of mid-span poles which are new poles that are installed within the existing spans of the UAO's existing pole line. The UAO shall install mid-span poles within the existing alignment as part of the existing pole line.

Where mid-span poles are placed within the R/W of an intersecting FDOT roadway, the UAO shall install these mid-span poles outside the aboveground utility offsets in *UAM Section 3.14.4*.

3.14.3 Aboveground Utility Relocation, and Adjustment Requirements

FDOT may request the relocation or adjustment of existing aboveground utilities in order to construct projects when the utility is unreasonably interfering with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the public road or public rail corridor. When requested, the UAO shall comply with the following:

- On projects intended to correct specific safety issues and not intended to bring all conditions within the R/W to FDOT's standards, the UAO shall relocate or adjust the existing aboveground utilities that interfere with the correction of the specific safety issue.
- 2) On projects designed to resurface the roadway, the UAO shall relocate the aboveground utilities to as close to the R/W line as practical with regards to the aboveground utility practical considerations in UAM Section 3.14.5 when the aboveground utility meets either of the following conditions:
 - a) The aboveground utility has been hit three (3) or more times in the latest five (5) year period,
 - b) The aboveground utility is located where the edge of travel lane is being moved closer to the aboveground utility than the dimensions prescribed in *UAM Section 3.14.4*.
- 3) On FDOT projects other than projects described in 1) and 2) above, when the utility is unreasonable interfering with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the public road or public rail corridor the UAO shall relocate or adjust the existing aboveground utilities to meet all the following conditions:
 - a) Where practical, behind existing barriers (such as guardrail, or concrete barriers), and not within the barrier's deflection area.
 - b) Not within the median.
 - c) Outside the aboveground utility offsets in UAM Section 3.14.4 and
 - d) As close to the R/W line as practical with regard to the aboveground utility practical considerations in UAM Section 3.14.5.

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3.14.4 Aboveground Utility Offsets

Aboveground utility offsets are dependent upon the roadside being restricted or non-restricted. Restricted roadsides are roadsides along predominantly curbed urban roadways with design speeds of forty-five (45) mph or less and narrower than the offsets in UAM Table 3,14.4. Non-Restricted Roadsides are all other roadsides. The aboveground utility offset for restricted roadsides is four (4) feet from the face of curb. Where sections of curbs are missing, it is five and one-half (5.5) feet from the edge of the lane. The aboveground utility offset within a non-restricted roadside is the distance obtained from UAM Table 3.14.4. This offset is measured, perpendicular to the edge of lane, away from the roadway, and along slopes no steeper than 1 vertical: 4horizontal.

		Desid	an Spee	d (mph)	
	<u><45</u>	<u>45</u>	<u>50</u>	<u>55</u>	>55
Travel Lanes or Multiple-Lane Ramps with Traffic Volumes ≥ 1500 AADT	18	24	24	30	36
Travel Lanes or Multiple-Lane Ramps with Traffic Volumes < 1500 AADT	16	20	20	24	30
Auxiliary Lanes or Single Lane Ramps with Traffic Volumes ≥ 1500 AADT	10	14	14	18	24
Auxiliary Lanes or Single Lane Ramps with Traffic Volumes < 1500 AADT	10	14	14	14	18

To determine the appropriate aboveground utility offset, select the distance from UAM Table 3.14.4 based on the lane type, traffic volume, and design speed. When FDOT cannot provide the design speed or traffic volume, the posted speed or a traffic volume > 1500 AADT shall be used respectively. When applying these distances in the field, slopes steeper than Ivertical: 4horizontal are sometimes present within a portion of the aboveground utility offset. In those cases, the remaining portion of the aboveground utility offset, or ten (10) feet whichever is greater, is extended beyond the toe of the steeper than I vertical: 4horizontal slopes. In cases where the required offset extends beyond the available FDOT R/W, the offset requirement shall be reduced to reach the R/W line, but not extended beyond the R/W line.

3.14.5 Aboveground Utility Practical Considerations

When determining whether any aboveground utility is as close to the R/W line as practical, FDOT shall consider factors such as:

- 1) Aboveground encroachments onto private property.
- 2) National Electrical Safety Code (NESC),
- 3) UAM Section 3.4, or other State or Federal codes/regulations.
- 4) Conflicts with other existing overhead or underground facilities.
- 5) Trees on adjacent private property (where adequate future trimming would require encroachment on private property).
- 6) Guy wire requirements.
- 7) Alignment of existing pole line.
- Trees within the FDOT R/W (where there is room to install the utility outside the required distance in UAM Section 3,14,4).

3.14.6 Pole Replacement and Service Pole Installation.

This section applies to replacements of an individual pole within a permitted pole line and does not apply to replacement or realignment of pole lines. The UAO may remove and replace poles with a new pole, as long as the new pole is as close to the original permit alignment as possible. For existing poles that do not comply with the utility offsets in UAM Section 3.14.4, the new pole shall not reduce the existing pole's offset from the edge of lane along non-restricted roadsides or from the face of curb along restricted roadsides. For existing poles that do comply with the utility offsets in UAM Section 3.14.4, the new pole shall also comply with the utility offsets in UAM Section 3.14.4. The UAO shall install service poles outside the aboveground utility offsets in UAM Section 3.14.4 and as close to the R/W line as practical. The UAO shall remove all existing poles being replaced.

3.14.7 Vertical Clearances

The UAO shall maintain sixteen (16) feet minimum vertical clearance. However, when the aboveground utility is above any roadway, the UAO shall maintain eighteen (18) feet minimum vertical clearance. For vertical clearances for limited access R/W see UAM Section 4.2.

3.15 Lift Pumps or Power Generating Stations

The UAO shall not install any new utility lift pumps, or power generating stations used to power a permitted utility appurtenance within FDOT R/W.

3.16 Underground and At-Grade Utility Installations

A utility is considered underground when it is below the ground. A utility is considered at-grade when it is not below the ground and not more than four (4) inches above grade.

3.16.1 Excavation Near Pavement

Unless FDOT determines it is impractical, the UAO shall not excavate closer than eight (8) feet from the edge of roadway pavement.

3.16.2 Electronic Detection of Underground Utilities

The UAO shall make all new or replaced underground utilities within the R/W electronically detectable using techniques available to the industry.

3.16.3 Design Requirements

The UAO shall only install underground utilities and at-grade utility appurtenances that meet or exceed all of the following:

- 1) The industry standard requirement for the intended use.
- 2) Static and dynamic loads of construction projects within the FDOT Five-Year Work Program.
- 3) When within thirty (30) feet of the edge of pavement of a flush shoulder roadway or between the curbs of a curbed roadway, new and relocated underground and/or at-grade utilities shall support a design truck in accordance with the AASHTO LRFD Bridge Design Specifications as incorporated in Chapter 14-15.002, F.A.C.
- New and relocated underground and/or at-grade utilities outside the above areas shall support FDOT maintenance equipment.

3.16.4 Depth Requirements for Open Trench or Trenchless Methods

The UAO shall install underground utilities to minimize adverse effects on pavement, base, other transportation facilities, or other permitted underground utilities (whether longitudinal or crossing). The UAO shall install these underground utilities with at least the following coverage as measured to the top of the utility:

- 1) Below the top of the roadway pavement: thirty-six (36) inches.
- Below existing unpaved ground and pavement other than roadway pavement: thirty (30) inches (including designed ditch grade as verified from existing pipe inverts).

Horizontal directional drilling requirements in UAM Section 3.16.9.1 may require greater depths.

3.16.5 Longitudinal Placement

When installing underground and/or at-grade utilities longitudinally, the UAO shall place their underground and/or at-grade utilities to not interfere with the operation and maintenance of the existing highway or any expansion of the highway within the FDOT Five-Year Work Program.

3.16.6 Casing Requirements

The UAO shall provide casing for underground utilities (whether longitudinal or crossing) within toes of the front slopes when any the following conditions exist:

- 1) The underground utility does not meet the requirements in UAM Section 3.16.3 or UAM Section 3.16.4.
- 2) The underground utility contains flammable gases or fluids and does not meet the requirements of 49 CFR, Part 192, or 49 CFR, Part 195.

When venting is necessary, the UAO shall vent the casing at or outside the R/W line.

3.16.7 Service Connection Points

To accommodate FDOT work, or provide new services, the UAO shall place underground and/or at-grade utility service connection points at or beyond the R/W line to prevent the UAO's customers from having to enter FDOT R/W to make a connection. The UAO may provide underground and/or at-grade utility service connections points to other facilities owned by permitted service providers, FDOT, or other governmental agencies within the FDOT R/W.

3.16.8 Underground Utility Access

When pulling multiple conduits to construct new duct systems, the UAO shall only place access points, such as manholes or pull boxes, over the duct and shall minimize obstruction of the R/W use by others. The UAO shall install its multiple

access points on a duct system at least fifty (50) feet apart to minimize overall R/W infrastructure impact. FDOT shall not require sharing of manholes between power and non-power users.

The UAO shall place manholes, splice boxes and valve boxes outside the travel lanes, auxiliary lanes and bike lanes, to the greatest extent practical. When installing manholes, pull boxes, splice boxes, valve boxes, or vaults that are greater than eighty (80) cubic feet, the UAO shall supply a manufacturer's certification that they meet or exceed the design loads specified in the *UAM Section 3.16.3*.

3.16.9 Trenchless Installations

For all trenchless installations the UAO shall use horizontal directional drilling, jack and bore or micro-tunneling methods where feasible. Alternate methods may be approved in accordance with *UAM Section 6*.

Regardless of the method used the UAO shall do all the following:

- Prior to starting drilling operations, identify to FDOT all drilling fluids to be used and provide a certification
 that these drilling fluids are environmentally safe and not harmful or corrosive to any of the underground
 facilities along the bore path.
- 2) Prior to utilizing water and before changing water sources identify the source of water for mixing drilling fluids for approval by FDOT.
- Prior to starting drilling operations, identify any areas of excavation such as entry points, slurry pits, relief and/or observation holes when used.
- Control the pumping rate, pressures, viscosity and density to provide removal of soil cuttings and to balance groundwater and earth pressures.
- Contain drilling fluids in slurry pits, entry or exit points until they are recycled or removed from the site or vacuumed during drilling operations.
- Clean the work site of all excess slurry or spoils within forty-eight (48) hours of completing installation of the utility.
- 7) Notify FDOT immediately of any failed bore or humping/sagging of the roadway. Submit, for approval by FDOT, a remediation plan showing how damage to the roadway or a failed operation will be remedied before proceeding with any further borings.
- 8) Maintain the depth of the utility equal to or greater than those in *UAM Section 3.16.4*, additionally when using horizontal directional drilling under roadway pavement maintain the depths in *UAM Section 3.16.9.1*.
- 9) Submit a bore log to FDOT within seven (7) days of the completion of each successful or failed bore path. The bore log shall include all of the following:
 - a) Utility permit number. If the utility work was done during an FDOT construction project include the financial project identification (FPID) number.
 - b) Name of person collecting data, including title, position and company name.
 - c) A tie to a permanent structure or a station when within an FDOT construction project.
 - d) The detection method used, bore diameter, utility diameter, drilling fluid composition, composition of any other materials used to fill the annular void between the bore and the utility diameter, or utilities placed out of service.
 - e) A plan view of the bore path showing depths and offset dimensions to an accuracy of within one (1) inch of the physically exposed beginning and end points of the bore and other exposed points along the path and indicate if the bore failed.

3.16.9.1 Horizontal Directional Drilling (HDD)

When performing an HDD operation, the UAO shall restrict the bored diameter to the maximum diameter allowed for the diameter of the utility being installed. The utility diameter is the casing diameter when casing is used. For utility diameters less than eight (8) inches, the maximum bored diameter is equal to the utility diameter plus four (4) inches. For utility diameters of eight (8) inches to twenty-four (24) inches, the maximum bored diameter is equal to one and one half (1.5) times the utility diameter. For utility diameters greater than twenty-four (24) inches, the maximum bored diameter is equal to the utility diameter plus one (1) foot. Where a utility has restrained joints the maximum bored diameter shall be the manufacturer's recommended diameter. Additionally, the UAO should maintain a clearance, from any existing vitrified clay sanitary pipe line or existing gas lines, of at least three and one half (3.5) times the bored diameter.

When boring under roadway pavement, the UAO shall maintain a bore depth equal to ten (10) times the bored diameter or greater as measured from the top of pavement to the top of the bore. The UAO may reduce this depth by determining the water table anticipated at time of installation or a confining layer. The confining layer is a two (2) feet thick layer of earth

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that resists thirty (30) blows per foot of a Standard Penetration Test. If either of these is determined, the bore depth may be reduced to two (2) feet below the top of the confining layer to the top of the bore, or two (2) feet below the top of the water table to the top of the bore. Additionally, the UAO should maintain a clearance, from any existing vitrified clay sanitary pipe line or existing gas lines, of at least three and one half (3.5) times the bored diameter.

The UAO shall also do all of the following:

- 1) Determine orientation and tracking of the drill bit.
- 2) Utilize relief holes as necessary to relieve excess pressure down hole.
- 3) Prevent heaving during pull back.
- 4) Keep the drill pipe in the bore hole until the final product is pulled into place.
- When boring under roadway pavement, install the product into a bore hole within the same day that the pre-bore is completed.

3.16.9.2 Jack and Bore (J&B) or Micro-Tunneling

When performing J&B or micro-tunneling operations, the UAO shall do all of the following:

- 1) Control steering in both the vertical and horizontal direction. When micro-tunneling the steering shall be controlled within a tolerance of plus or minus one (1) inch from proposed alignment in both the vertical and horizontal direction.
- 2) Provide entry and exit seals at shaft walls to prevent inflows of groundwater, soil, slurry and lubricants and cover unattended open conduits.
- 3) Include the amount of spoil removed in the bore report.

3.16.10 Out-of-Service and Deactivated Underground Utilities

The UAO may place underground utilities out-of-service without removing them from the FDOT R/W. The UAO shall be responsible for and shall maintain ownership of these underground utilities commensurate with these utilities being inservice. However, the UAO shall not leave an out-of-service or deactivated underground utility in place that does any of the following:

- 1) Compromises the safety of any transportation facility user during construction or maintenance operations.
- 2) Prevents other utilities from being placed in the area when alternatives are unavailable.
- 3) Creates a maintenance condition that would be disruptive to the transportation facility.
- 4) Adds costs to FDOT improvements which are not paid for by the UAO.
- 5) Is in non-compliance with underground gas line deactivation. See 49 CFR, Part 192.727 and the rules of the Public Service Commission.

3.17 Restoration

3.17.1 Restoration of Pavement

When restoring pavement, the UAO shall do all of the following:

- Maintain temporary patches providing a smooth, all weather surface at all times until all other installation work is complete.
- 2) Notify the Local Maintenance Engineer at least two (2) business days prior to application of the permanent patches.
- 3) Install permanent patches as soon as all other installation work is completed.
- 4) Maintain the permanent patches for a period of two (2) years from the date of installation.

To reduce the time traffic is taken off of an existing facility, FDOT may approve the use of flowable fill.

3.17.2 Replacement of Damaged Landscaped Vegetation

The UAO shall replace any landscaped vegetation removed or irreparably damaged by the UAO. Landscaped vegetation includes all plants FDOT has placed on the right-of-way or specifically maintains as part of an overall landscape plan. All such areas shall be specifically noted on the permit application.

3.17.2.1 Landscaped Vegetation Replacement in Kind

For landscaped vegetation replacement in kind, the UAO shall do all of the following:

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2) Provide a detail list of the plants to be removed including the scientific name, common name, and size of the plant.

1) Provide a plan view showing the boundary where the landscaped vegetation is to be removed.

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- 3) Show in the permit application a plan view of the replanting locations.
- 4) Replant the vegetation in accordance with Florida #1 as described in the *Grades and Standards for Nursery Plants* of the same type and size as the removed plants in the replanting location.
- 5) Maintain the replanted vegetation for a period of one year to Florida #1 as described in the Grades and Standards for Nursery Plants.

3.17.3 Restoration of Turf

Immediately after the utility work is completed, the UAO shall begin sodding, or seeding and mulching operations on the front or back slopes. The UAO shall begin sodding, or seeding and mulching on all other areas within one (1) week after the utility work is completed. The UAO shall restore the R/W to the condition existing prior to the utility work. The UAO shall maintain that portion of the R/W affected by the utility work until vegetation is established.

3.18 Vegetation Control

3.18.1 General

Vegetation control includes any method intended to alter or regulate normal plant growth. The UAO may cut vegetation manually or mechanically on a routine or periodic basis provided the work does not exceed limits necessary for proper utility maintenance. To the greatest extent practical, the UAO shall use vegetation maintenance that does not detract from the natural beauty of the roadside or cause an abrupt change in roadside vegetation conditions. Where vegetation interferes with safe utility maintenance and operation, the UAO shall do all the following:

- 1) Trim trees in accordance with UAM Section 3.18.2.
- 2) Remove brush cuttings or debris discharged into routinely maintained area.
- 3) Stockpile debris outside the mowing limits and clear zone for later disposal.
- 4) Leave in place all undergrowth.

The UAO may remove trees with a circumference of less than twelve (12) inches measured at four (4) feet above the ground while undertaking normal trimming, by cutting the trees flush to the ground and removing the created debris. This does not apply to landscaped vegetation as described in *UAM Section 3.17.2*. The UAO may also remove trees with a circumference of twelve (12) inches or larger measured at four (4) feet above the ground, with written permission of the appropriate District Maintenance Engineer.

3.18.2 Tree Trimming

The UAO shall trim trees to ensure the safe installation, maintenance, and operation of the UAO's utilities. Where the UAO trims trees, the UAO shall comply with the ANSI A300 Standard Practices. The UAO shall not cause irreparable damage to a tree by trimming. Such trimming shall employ recognized and approved methods of modern vegetation control, with emphasis on tree health. The UAO may use mechanical tree trimming machines for routine maintenance. The UAO shall remove all waste and debris associated with the trimming from the R/W unless FDOT specifies otherwise in writing.

3.18.3 Mowing

Where the UAO mows or cuts grass, the UAO shall mow or cut the grass (a) to a height of not less than five (5) inches and (b) in such a manner as to promote low growing ground cover species. The UAO shall equip and operate mowing equipment in a manner to preclude throwing debris that would create a safety hazard.

3.18.4 Chemical Control of Vegetation

When using chemical vegetation control, the UAO shall comply with all of the following:

- 1) Obtain written authorization from the Local Maintenance Engineer before applying vegetation control chemicals. Give the Local Maintenance Engineer at least two (2) business days advance notice. To obtain written authorization, the UAO shall submit a written proposal for chemical control of vegetation which includes all of the following:
 - 1) The extent of the intended work.
 - The type of herbicides or plant (tree) growth regulators to be used (and shall include labels and material safety data sheets for the intended use).
 - 3) The intended timing and techniques of application.
 - 4) Documentation that the UAO's herbicide applicator (whether a utility employee or contractor) is certified to apply herbicides.
 - 5) Identify each plant type to be chemically controlled.

The UAO shall apply chemical control of vegetation either a) in the first growing season after mowing, or b) before it has reached a height of six (6) feet. The UAO shall not apply chemical control on vegetation greater than six (6) feet in height if such application will either a) create an undesirable appearance, or b) cause undesired browning or color change. The UAO may request special consideration when manmade obstructions preclude or prevent reducing vegetation to the six (6) feet height. The Local Maintenance Engineer may authorize applications at a height greater than six (6) feet either in areas with rapid plant growth or in the control of invasive exotic vegetation. If FDOT grants such permission, the UAO shall remove, chip or mulch dead plant material following successful performance of the herbicides. The UAO shall not use any herbicide containing the active ingredient sulfonyl urea, or containing any chemical of the sulfonyl urea family, or labeled as restricted use. The UAO shall not apply any non-selective or residual herbicides to roadside turf grasses. The UAO shall not apply any chemical of any type or rate that causes permanent injury to desirable vegetation or could result in bare ground. To control invasive vegetation, the FDOT District Maintenance Engineer may suspend these restrictions. The UAO may use individual stem and solid stream treatments that result in spot or narrow band control. The UAO shall protect specific selected and preserved plants from damage by herbicides. The UAO shall comply with all environmental considerations and associated regulations when applying herbicides. The UAO shall maintain and provide upon request complete records detailing the dates, location, materials, rates, weather, and other data relevant to herbicide application, as required by federal and state law. FDOT may deny any UAO future permission to use chemicals for vegetation control because of misuse, unsatisfactory performance results, or failure to comply with these provisions.

3.19 Utilities On or Near FDOT Structures

3.19.1 General

The UAO shall not install, operate or maintain any utility on or near an FDOT structure that does any of the following:

- 1) Creates a hazard to the public.
- 2) Affects the FDOT structure's integrity.
- 3) Unreasonably hinders inspection and maintenance operations of the FDOT structure.
- 4) Adversely affects the aesthetics of FDOT structures placed in aesthetically sensitive environments.
- 5) Damages any FDOT structure's reinforcement or stressing ducts or strands.
- 6) Attaches to FDOT bridge girders.
- 7) Resides inside an FDOT box girder.
- 8) Lowers the FDOT structure's vertical clearance.
- 9) Restricts the FDOT structure's ability to expand and contract.

3.19.2 Attaching to FDOT Structures

The UAO shall be responsible for the design, safety, inspection, and maintenance of utilities and supporting hardware it attaches to FDOT structures. The UAO's engineer shall be responsible for performing the analysis for determining if the structure will support the utility in addition to other loads in a safe manner while not significantly reducing the FDOT structure's live load capacity. The UAO shall use materials and methods for utility conduit, pipe coatings and concrete repairs that are a) approved by FDOT's State Materials Office, and b) are in accordance with the FDOT District Structures Design Engineer's site specific requirements.

When attaching utilities to FDOT bridges, the UAO shall comply with all of the following:

- 1) Utilities shall be placed under the cantilever portion of the deck overhang.
- 2) Utility cables or conductors shall be encased in conduit.
- 3) All electrical cables two (2) kilovolts and above shall be shielded cable with a concentric neutral, grounded at both ends of the bridge.
- 4) All pressure lines shall have shut-off systems so that pipe segments at bridges can be isolated.

When FDOT determines that an FDOT bridge is in an extremely aggressive environment, the UAO shall incorporate the following in the design:

- 316 stainless steel for all attachment hardware such as hangers and bolts, or equivalent material as determined by the State Corrosion Engineer.
- Conduits fabricated from non-metallic materials or equivalent material as determined by the State Corrosion Engineer.

The UAO shall make metallic pipes and conduits a) electrically insulated from the structure by redundant insulators, and b) supported by insulating pipe rollers constructed from dielectric material. If loads would permanently strain the roller material beyond the elastic limit, the UAO shall use elastomeric bearings or specifically designed sliding supports. The

UAO shall isolate and insulate all utilities from the FDOT bridge to ensure that corrosion cells do not develop because of the attachment of the utility. The UAO shall use only welded or flange joint steel pipe conforming to API Standard 1104 for carrying hazardous material (flammable, toxic or corrosive). The UAO shall design all pipes carrying hazardous material for class-four locations in compliance with 49 CFR, Part 192 and 49 CFR, Part 195.

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4 Utility Accommodation on FDOT Limited Access Right of Way

When placing utilities on Limited Access Right of Way (LA R/W), the UAO shall comply with this section in addition to all other sections of the *UAM*.

4.1 Longitudinal Utilities

The UAO may install, operate and maintain lines longitudinally within LA R/W that exclusively serve FDOT. The UAO shall not install any other longitudinal utility lines unless an alternative to this requirement is approved in accordance with *UAM Section 6*.

4.2 Vertical Clearance

The UAO shall provide at least twenty-four (24) feet vertical clearance for utilities above any limited access roadway.

4.3 Crossings

4.3.1 New Crossings

In expanding areas adjacent to LA R/W, the UAO shall design and install utilities to minimize the need for crossing LA R/W. The UAO shall not cross LA R/W when other options are available within reasonable distances.

4.3.2 Existing Utilities and Limited Access Construction

When relocating or adjusting existing utilities in conjunction with construction of a LA R/W, the UAO shall a) provide for known and planned expansion of the utility, and b) plan future installations or new lines to not impede traffic.

4.3.3 Underground Crossings

The UAO shall provide at least forty-eight (48) inches coverage measured from the pavement surface to the top of the underground utility. The UAO shall not open cut pavement.

The UAO shall, where practical, perform all construction and maintenance outside the LA R/W fence line. The UAO shall place temporary fencing to enclose work areas within the LA R/W. The UAO shall not extend this fencing closer to the roadway than to the toe of the back slope.

The UAO shall not place utilities at interchanges that cannot be serviced or patrolled in accordance with *UAM Section* 4.6.

Alternatives to these requirement may be approved in accordance with UAM Section 6.

4.4 FDOT Railroad Corridors

All rail corridors are to be treated as LA R/W for utility accommodation purposes. When placing utilities on non-operating railroad corridors, the UAO shall comply with the *UAM* and the applicable corridor management plan.

When placing utilities on operating railroad corridors, the UAO shall also comply with all requirements in the standard railroad application package for the railroad(s) operating in the corridor.

The UAO may obtain the standard railroad application package from the FDOT District Rail Coordinator or the FDOT District Corridor Rail Manager. The UAO shall adhere to minimum horizontal offset or highest vertical clearance dimensions found in the following:

- 1) UAM for all LA R/W
- 2) Rule Chapter14-57, F.A.C. for rail corridors.
- 3) FDOT South Florida Rail Policy for the South Florida Rail Corridors.

4.5 Utilities in R/W being Re-designated as LA R/W

The UAO may leave existing permitted utilities within R/W being re-designated as LA R/W that do not unreasonably interfere with the safety, design, construction, operation, maintenance, or stability of the proposed LA R/W. The UAO shall service, maintain, and operate the utility without interfering with traffic on through lanes or ramps.

Where practicable, the UAO shall access utilities only from nearby frontage roads, public roads, or trails leading outside of the LA R/W. For utilities placed along non-limited access overpasses or underpasses the UAO shall, where practicable, service these utilities from the non-limited access R/W and not impact traffic on the LA R/W.

4.7 Attachments to FDOT Bridges

The UAO, shall not attach utilities to FDOT bridges. Alternatives to this requirement may be approved in accordance with UAM Section 6.

5 Project Coordination

Project coordination is a cooperative effort between FDOT and the UAO. This section covers the responsibilities of both FDOT and the UAO prior to construction activities of projects.

5.1 FDOT Coordination

FDOT shall make arrangements to ensure all of the following is done:

4.6 Access for Servicing or Patrolling Utilities

- 1) Advance planning of highway projects is coordinated with affected UAOs no later than the project being placed in the FDOT Five-Year Work Program.
- 2) Project drawings are provided to the UAO for markup in an agreeable format.
- 3) Conflicts with the UAO's utilities are identified to the UAO. This may be provided in a conflict matrix format when available.
- Reasonable lead-time is provided for the UAO to relocate or adjust their utilities.
- 5) Reasonable lead-time is provided for the UAO to physically expose their utilities when the UAO elects to do this work.

5.2 UAO Coordination

The UAO shall do all the following:

- 1) Provide project work schedules to resolve all conflicts between the FDOT project and the UAO's utilities.
- Obtain permits for utility work in compliance with all applicable laws and the UAM.
- 3) Identify to the designer utilities and utility service connections the UAO has determined to be in conflict that were not previously identified.
- Provide existing and proposed utility locations and elevations on the project drawings or project CADD files with ties to the project's survey points, as can reasonably be obtained by a review of existing records, topographic surveys and detection devices without physically exposing the utility. The UAO shall use the following color code:

Red: Existing utilities that are:

- (a) To be removed or relocated horizontally or
- (b) To be placed out-of-service (deactivated) but left in place.

Existing utilities to remain in place with no adjustment.

Brown: Utilities that are:

- (a) Existing and are to be adjusted vertically, but are to remain in the same horizontal alignment, or
- (b) New utilities to be installed.
- 5) Complete the utility work schedule provided in UAM Section 8 for all needed utility work activities when requested by FDOT. The UAO shall include in the utility work schedule all of the following:
 - In Section B, all special conditions and constraints needed to perform the UAO's work activities and/or other important information.
 - b) In Section C, the type, size, material, status and offset to the centerline of construction, or other FDOT approved baseline, from station to station of the UAO's utilities.
 - c) In Section C, all UAO work activities to facilitate the needed relocations or adjustments, indicating an activity number, the TCP phase, the number of consecutive calendar days needed to complete the utility work activity by showing the breakdown of days prior to FDOT project construction and during FDOT project construction. In addition to UAO's work activities within the project limits, other offsite utility work activities such as procurement of material or property shall be included when these activities affect the time needed to complete the UAO's work activity.

- d) In the Dependent Activities column in Section C, identify all activities that need to be completed, by the UAO or others, before the listed UAO's work activity can start.
- e) In Section A, show the sum of the calendar days prior to FDOT project construction and during FDOT project construction from the breakdown provided in Section C.

5.3 UAO Reimbursement

When utility work is to be performed by the UAO for which FDOT bears the cost pursuant to Section 337.403, F.S., the UAO shall complete the utility work estimate provided in UAM Section 8. The UAO shall provide the utility work estimate to FDOT prior to or at the time of submitting the utility work schedule.

6 Approval of Design Alternatives

Where compliance with the *UAM Sections 3.14, 3.16.9, 4.1, 4.2, 4.3.3*, or 4.7 is not practicable or would create an unreasonable hardship, FDOT may approve an alternative. To request such approval, a signed request must be sent to the State Utilities Engineer, stating the reasons the alternative should be approved. The request shall be granted when the information supplied shows either:

- Compliance with these requirements is not practicable or would create an unreasonable hardship for the UAO, and that the UAO's alternative would not unreasonably interfere with the safety, operation, maintenance, future improvement, or expansion of the transportation facility, or
- The alternate provides a benefit to the safety, operation, maintenance, future improvement, expansion of the transportation facility, or other benefit to FDOT.

The fact that the alternative is less costly will not necessarily be determinative of whether the alternative is approved.

Design alternative approval request documents submitted by regular full-time employees of a UAO meeting the exemption contained in **Section 471.003(2)** F.S. shall not be required to be signed and sealed by a licensed Florida professional engineer. When the design alternative approval request document refers to the modification of FDOT infrastructure, FDOT may require the design alternative documents to be signed and sealed by a Professional Engineer.

7 References

7.1 Incorporated References

The following references are incorporated into *Rule Chapter 14-46.001 F.A.C* by reference and are requirements of this manual, but are limited to the scope of application specifically referenced on the *UAM* sections listed. Copyrighted material is available for public inspection as described below. All other reference material are posted at: http://www.dot.state.fl.us/programmanagement/utilities/

ANSI A300 Standard Practices. - UAM Section 3.18.2

American National Standards for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning), Publication ANSI A300 (Part 1) – 2008. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallabassee.

API Standard 1104 - UAM Section 3.19.2

API STD 1104 (API 1104) - Welding of Pipelines and Related Facilities 20th edition, October 2005. Published by the American Petroleum Institute. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee.

FDOT Design Standards - UAM Sections 1.3, 2.3.2, 2.4.2, 3.7

2016 FDOT Design Standards for Construction and Maintenance Operations on the State Highway System Topic 625.010-003.

FDOT South Florida Rail Policy - UAM Section 4.4

SOUTH FLORIDA RAIL CORRIDOR CLEARANCE

Policy No. 000-725-003, Effective date 9/20/2007.

Grades and Standards for Nursery Plants- UAM Section 3.17.2

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants 2015.

Standard Penetration Test - UAM Section 3.16.9.1

ASTM D1586 - 11 Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils, published by the American Society for Testing and Materials (ASTM), November 1, 2011. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee.

49 CFR, Part 192 - UAM Sections 3.19.2,

Code of Federal Regulation, Title 49: Transportation part 192, TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS, Revised October 1, 2011.

49 CFR, Part 195 - UAM Sections 3.19.2,

Code of Federal Regulation, Title 49--Transportation, part 195, TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, Revised October 1, 2011.

7.2 Informational References

This manual contains references to Florida Statutes, Federal Codes, national codes and other documents. These are to assist the user with additional information pertinent to the topic being discussed in the body of this manual. These references are for informational purposes only. However, the UAO may be bound by the requirements in these references through other means.

Chapter 120, F.S. - UAM Section 1.10

Florida Statute - 120, ADMINISTRATIVE PROCEDURE ACT.

Chapter 373, F.S. Part IV - UAM Section 1.6.2

Florida Statute - 373 MANAGEMENT AND STORAGE OF SURFACE WATERS

Chapter 471, F.S. - UAM Section 2.4.3, 6

Florida Statute - 471 - Engineering.

Chapter 556, F.S. - UAM Section 1.8

Florida Statute - 556, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.

FDOT Five-Year Work Program - UAM Sections 3.16.4, 3.16.6, 5.1

FDOT Five-Year Work Program, Pursuant to Section 339.135(5), Florida Statues.

NESC - UAM Section 3.14.5

National Electrical Safety Code.

Rule Chapter 14-15.002, F.A.C. - UAM Section 3.16.3

Florida Administrative Code, Chapter 14-15.002, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

Rule Chapter 14-26, F.A.C. - UAM Section 1.6.1

Florida Administrative Code, Chapter 14-26, SAFETY REGULATIONS AND PERMIT FEES FOR OVERWEIGHT AND OVERDIMENSIONAL VEHICLES.

Rule Chapter 14-57, F.A.C. - UAM Section 4.4

Florida Administrative Code, Chapter 14-57, RAILROAD SAFETY AND CLEARANCE STANDARDS, AND PUBLIC RAILROAD-HIGHWAY GRADE CROSSINGS.

Rule Chapter 14-86, F.A.C. - UAM Section 1.6.2

Florida Administrative Code, Chapter 14-86, DRAINAGE CONNECTIONS.

Rule Chapter 62-25, F.A.C. - UAM Section 1.6.2

Florida Administrative Code, REGULATIONS OF STORMWATER DISCHARGE.

Section 120.60, F.S. - UAM Section 2.6

Florida Statute - 120.60 Licensing.

Section 333.01(3), F.S. - UAM Section 3.11

Florida Statute - 333.01(3) "Airport hazard".

Section 337.401, F.S., Section 337.402, F.S., Section 337.403, F.S., Section 337.404, F.S. - UAM Sections 2.1, 3.13,

Florida Statute - 337.401 Use of right-of-way for utilities subject to regulation; permit; fees.

Florida Statute - 337.402 Damage to public road caused by utility.

Florida Statute - 337.403 Relocation of utility; expenses.

Florida Statute - 337.404 Removal or relocation of utility facilities; notice and order; court review.

49 CFR, Part 192 - UAM Sections 3.16.7, 3.16.10 3.16.12,

Code of Federal Regulation, Title 49: Transportation part 192, TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS, Revised October 1, 2007.

49 CFR, Part 195 - UAM Sections 3.16.7,

Code of Federal Regulation, Title 49--Transportation, part 195, TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, Revised October 1, 2007.

8 Exhibits

This section contains a blank utility permit, blank utility work schedule and blank utility work estimate. Hardcopies of the utility permit, utility work schedule, and utility work estimate can be obtained from the State Utilities Engineer at:

State Utilities Engineer Florida Department of Transportation 605 Suwannee Street, Mail Station 75 Tallahassee, FL 32399-0450 Page intentionally left blank.

Anticipated Start Date: ____/ ___/___ Calendar days needed to completed:

Florida Department of Transportation

Dec 14, 2016

rage_or_		UTILII	LA PERMIT			
PERMIT NO:						
		STATE R	OAD INFORMATIO			
Cou	nty:	Section:	State Road No:	Beginning Mile Post;	Ending Mile l	Post:
		A PDT ICA		A.Y		
Builder make a joir	nt permit applicant, a	I be identified in this Applican as prescribed in Section 2.1(4)	of the 2017 Utility Accom	he UAO is a City or County an imodation Manual (UAM), the permit without the City or Co	Utility Builder shall	lI also
	Utility Agoncy/O	wner (UAO)	Utility Builde	er (only applicable when the UA	AO is a City or Cou	nty F
Name:				Name:		
Contact Person:			Contac	ct Person:		
Address:			A	ddress:		
City:				City:		
State:				State:		
Zip:				Zip:		
Telephone:	()	ext	Tele	ephone: ()	ext	
Email:	\	UAL		Email:	V/ALL	_
Itility Work No:	For FC			ed and are incorporated into this ccordance with UAM Section 2	_	No [
		TRAFFI	C CONTROL (TCP))."
		ving 600 series index(es)				
A TCP has been	attached and incorpo	orated into this permit applicat.	ion in compliance with UAI	M Section 2.4.2.		
OT Technician's o	ontact information (may be supplied at the two (2)) business day notification to	o FDOT):		
aine:		Telepho	one ()	Email:		_
		COMMEN	CEMENT OF WOR	K		
	s more than sixty (60	unmence actual construction in 0) calendar days from the date)) calendar days after approval (/or Utility Builder must review		

Notification of Utility Work to be provided to:

Rep. Name:

Florida Department of Transportation

Dec 14, 2016

UTILITY PERMIT

PERMIT NO:			
	APPLIC	ANT SIGNATURE	
shown in plans and incorporations instructions incorporated into aerial and underground, are addeclares that a letter of notific	ted documents, in compliance with the U/ this permit. The UAO and/or Utility Buil courately shown on the plans of the work	AM, all instructions noted in the Fl der declares, the location of all exi areas. In accordance with UAM S r facilities within the work areas an	work as noted in the above Work Description, DOT Special Instructions Box, and special sting utilities that it owns or has an interest in, both ection 2.8, the UAO and/or Utility Builder further and that those listed below are the only facility
Date Notified:	Name of other facility owners (attach ac		
/_/			
/			
!!			
Util	lity Agency/Owner	Utili	ity Builder (when applicable)
Signature:	Date://	Signature:	Date: / /
Name (printed):		Name (printed):	
Title:		Title:	
	rk within the FDOT project limits:	pots inted 5550W and must have a	Utility Work Schedule for each project approved
	FDOT SPEC	IAL INSTRUCTIONS	
In accordance with UAM Secti	ion 2.7, FDOT incorporates the below and	I attached special instructions into	this permit.
	Additional FDOT	Special Instructions are attached a	nd incorporated into this permit. Yes No No
	PERM	IT APPROVAL	
in compliance with the UAM,		instructions. Any changes to the	naintain the utilities indicated in this Utility Pennit approved work must be approved by the FDOT's
Approving Engineer:		Date://	
Name:			
Title:			

Telephone

Telephone

Email:

Email:

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes 🔲 No 🔲

Title:

PERMIT NO:	
CER	TIFICATION
documents, and special instructions. Pursuant to UAM Section 2.10, all	sutilities were constructed and inspected in compliance with the UAM all incorporated I changes have been approved by the FDOT's Approving Engineer and incorporated forc logs, approved plans changes, as-built plans or other required documentation.
I also CERTIFY that work began on/ and was comp than when the work began.	oleted on/ and that the area was left in as good or better condition
Utility Agency/Owner	Utility Builder (when applicable)
Signature: Date// Name (printed):	Signature: Date / _/ Name (printed):
Title: FINAL INSP	PECTION OF WORK
The work was inspected and found to be in non-compliance as not	ted below:
All issues of non-compliance listed above have been brought into UAO and/or Utility Builder. However, this final inspection does not to Rule 14-46.001, the UAM, all incorporated documents, and specific properties of the UAM.	compliance and/or FDOT has no outstanding issues that need to be addressed by the of release the UAO and/or Utility Builder of their continuing responsibilities pursuant solal instructions.
FDOT Inspector:	Date://



Rule 14-46.001 F.A.C. Page _ of _

Florida Department of Transportation

Dec 14, 2016

UTILITY WORK SCHEDULE

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

F	DOT PROJEC	T INFORMATION			
Financial Project ID:		Federal Project ID:			
State Road Number:		County:			
FDOT Plans Dated:	District Document No.:				
		-12121212121212121212			
	FILITY AGEN	CY/OWNER (UAO)			
Utility Company:					
UAO Project Rep:	Phone:	E-mail:			
UAO Field Rep:	Phone:	E-mail:			
		SIGNATURE			
	and submit this utilit	ty work schedule in compliance with UAM Section 5 and agree to be			
bound by the terms of this utility work schedule.					
UAO Rep.		Date / _/			
Name					
Title					
		ECORD SIGNATURE			
I attest this utility work schedule in compatible with	a the FDOT plans re	ferenced above.			
EOR		Data / /			
		Date//			
Name					
Title					
		ISTRICT UTILITIES			
This utility work schedule is compete and acceptable	le to FDOT				
FDOT Rep.		Date / /			
		_ Date/			
Name					
Title		me ;			
		RY OF UTILITY WORK			
		Section C of this utility work schedule. The breakdown of how these days			
are to be incorporated into the FDOT project and the shown in Section C.	e dependence of thes	se days upon the completion of other activities by the UAO or others is			
snown in Section C.					
Days prior to FDOT project construction:		Days during FDOT project construction:			
SECTION B. II	AO SDECTAL	CONDITIONS/CONCED A INTE			
SECTION B: U	AU SPECIAL	CONDITIONS/CONSTRAINTS			

UTILITY WORK SCHEDULE

Financial Project II	D:
Utility Company:	
FDOT Plans Dated	l: / /

SECTION C: UAO'S WORK ACTIVITIES

Act.	Utility Facility (type, size, material, status)	From Station	To Station	Utility Work Activity Description	Dependent Activity	ТСР	Consecutive Calendar Days		
No.	status)	/Offset	/Offset	Description	Activity	Phase	Prior to Const.	During Const.	
_									

Florida Department of Transportation

Dec 14, 2016

UTILITY WORK ESTIMATE

	FDOT	PROJECT INFORMA					
Financial Project ID:		Federal Project ID:					
State Road Number:		County:					
FDOT Plans Dated:		District Docum	nent No.:				
	UTILIT	Y AGENCY/OWNER					
Utility Company:		Job No. or Wo	rk Order No.:				
UAO Project Rep:		Phone:		E-mail:			
UAO Field Rep:		Phone:		E-mail:			
Item		: ITEMIZED COST E	STIMATE Overhead (%)	Item Cost + Overhead (\$)			
Preliminary Engineering		3,000					
Right of Way Acquisition							
Construction Engineering							
Construction Labor							
Materials and Supplies							
Transportation & Equipmen	t						
Contract Construction							
Miscellaneous Expenses							
	DEDUCTIONS	SECT	I Cost Estimate ⇒ TION C: REIMI	BURSEMENT			
Item	Item Value (\$)	Total Cost Estimate fro					
Salvage Value		Total Deductions from	n SECTION B =>				
Betterment							
Extended Service Life			eimbursement* =>				
Extended Service Life Total Deductions =>				for changes in excess of 10%			
	U			for changes in excess of 10%			



BANK OF AMERICA CENTER 390 NORTH ORANGE AVENUE SUITE 1400 ORLANDO, FL 32801 TELEPHONE: 407,423,94200 FACSIMILE: 407,425,8377 WWW, DROADANDCASSEL.COM

JOSEPH STANTON, P.A.
DIRECT LINE: 407.839.4210
EMAIL: JSTANTON@UROADANDCASSEL.COM

July 26, 2017

Central Florida Expressway Authority Orlando, Florida

Re: Right of Entry Permits

We have served as Bond Counsel to our client, the Central Florida Expressway Authority (the "Authority") and not as counsel to any other person in connection with the grant from time to time of various use permits for the Authority's Expressway System right of way. This opinion is rendered pursuant to that certain Amended and Restated Master Bond Resolution, adopted by the Authority on February 3, 2003 (as supplemented from time to time, the "Master Senior Lien Resolution"); that certain Master Junior Lien Bond Resolution, adopted by the Authority on March 12, 2015 (as supplemented from time to time, the "Master Junior Lien Resolution"); and that certain Master Subordinate Lien Bond Resolution, adopted by the Authority on November 28, 2012 (the "Master Subordinate Lien Resolution" and together with the Master Senior Lien Resolution and Master Junior Lien Resolution, collectively, the "Bond Resolution"). All terms capitalized herein but not defined herein shall have the meanings ascribed to them in the Bond Resolution.

In connection with the provisions of the Bond Resolution, Bond Counsel is required to deliver this opinion with respect to the Outstanding Bonds under the Bond Resolution. In accordance with the Bond Resolution, the Authority may issue from time to time various routine temporary use permits to various public and private third parties granting permission to use minor portions of the Authority's Expressway System right of way, or granting to governmental persons and "utilities," as such term is defined in the Florida Department of Transportation Utility Accommodation Manual the right to cross the Expressway System right of way perpendicularly, but excluding non-governmental parties and private utilities (collectively, the "Action").

Section 5.4(A) of the Bond Resolution provides in part that:

"to the extent permitted by law, the Authority may, subject to the requirements of Section 5.14 hereof, and after obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bond, lease or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the Expressway System."

Section 5.14 of the Bond Resolution further provides that:

4835-1877-2554,2 12842/0969 "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)."

This opinion is based on an analysis of existing laws, regulations, rulings and court decisions and covers certain matters not directly addressed by such authorities. In rendering all such opinion we assume, without independent verification, and, with your permission, rely upon the following: (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the Authority, (iii) each Action of the Authority is permitted by applicable law; (iv) no Action approves the location on or use of any Expressway System right of way of any competing transportation related facility that is not owned, operated or under the jurisdiction and control of the Authority; (v) no Action will 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); (vi) the Action, when combined with all other uses of bond financed portions of the Expressway System by nongovernmental persons, does not result in a violation of the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (which generally limits the use of bond financed property by nongovernmental persons to no more than ten percent (10%), or the sources and security for payment of a bond issue derived from nongovernmental persons to no more than ten percent (10%)); and (vii) the Authority has received a certification by its Consulting Engineers that such Action will not impede or restrict the operation by the Authority of the Expressway System.

In our capacity as Bond Counsel, we have examined such proceedings, documents, certifications, matters and law as we deem necessary to render the opinions set forth in this letter.

Based on that examination and subject to the limitations stated herein, we are of the opinion that under existing law the Action will not, by itself, adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

The opinion stated above is limited to the legal effect of the Action, and we have not reexamined any of the matters upon which the legal opinions of Bond Counsel to the Authority, rendered in connection with the original issuance of the Bonds were based, including the certifications and representations of fact made as of that date. Further, we have not obtained, verified or reviewed any information concerning any event (except the Action) that might have occurred subsequent to the original issuance of the Bonds and that might have adversely affected

Central Florida Expressway Authority July 26, 2017 Page 3

the exclusion from gross income of interest on the Bonds for federal income tax purposes. Accordingly, except as expressly stated above, we express no opinion as to any matters concerning the status of the interest on the Bonds under the Internal Revenue Code of 1986, as amended, including specifically whether the interest on the Bonds is excluded from gross income for federal income tax purposes.

This letter is furnished by us solely for your benefit in connection with the Action and may not be relied upon for any other purpose or by any other person including the holders, owners or beneficial owners of the Bonds. The opinions in this letter are stated only as of this date, and no other opinion shall be implied or inferred as a result of anything contained in or omitted from this letter. Our engagement with respect to this matter has concluded on this date.

Respectfully submitted,

BROAD AND CASSEL LLP

By: Joseph B. Stanton, P.A., Partner

CONSENT AGENDA ITEM #17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 25, 2017

SUBJECT:

Award of Contract to LaFleur Nurseries & Garden Center, LLC for

S.R. 429 Wekiva Parkway Landscape Project No. 429-824; Contract No. 001289

An Invitation to Bid for the referenced project was advertised on July 2, 2017. Responses to the Invitation were received from three (3) contractors by the August 16, 2017 deadline for submittal of bids. However, one bidder was disqualified for incomplete bid.

Did America

Bid results were as follows:

D: J J ...

bluder	Bla Amount
 LaFleur Nurseries & Garden Center, LLC Arazoza Brothers Corp. Groundtek of Central Florida, Inc. 	\$2,990,343.50 \$3,153,879.50 \$248,000.00 (incomplete bid)

The Engineer's Estimate for this project is \$2,966,818.20. \$2,347,000.00 was approved in the Five-Year Work Plan.

The Landscape Architect of Record (LAOR) for Project 429-824 has reviewed the low bid submitted by LaFleur Nurseries & Garden Center, LLC, and has determined that there is one unbalanced Pay Item identified. However, the LAOR has deemed the low bidder's unit prices appropriate and that the Engineer's unit price was low due to volatile market conditions in the landscape construction industry.

The Procurement Department has evaluated the bids and has determined the bid from LaFleur Nurseries & Garden Center, LLC, to be responsible and responsive to the bidding requirements. Award of the contract to LaFleur Nurseries & Garden Center, LLC in the amount of \$2,990,343.50 is recommended.

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

Reviewed by:

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

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



BID ANALYSIS S.R. 429 WEKIVA PARKWAY LANDSCAPE PROJECT NO. 429-824; CONTRACT NO. 001289

Bid Opening: August 16, 2017 Engineer's Estimate: \$2,966,818.20 3 Bidders

LAFLEUR NURSERIES & GARDEN CENTER, INC.

Bid Amount: \$2,990,343.50

No Irregularities Noted.

AD A ZOZA DROTHE CORD

ARAZOZA BROTHE CORP. Bid Amount: \$3,153,879.50

No Irregularities Noted.

GROUNDTEK OF CENTRAL FLORIDA, INC.

Bid Amount: \$248,000.00

Incomplete bid

PROJECT TO OR ANALYSIS The second head of the determined by Conden Content Inc. The determined

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

Aneth Williams August 17, 2017

CONSENT AGENDA ITEM #18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth O. Williams
Director of Procurement

DATE:

August 22, 2017

SUBJECT:

Approval of Fortitude International, LLC as Subconsultant for the

Toll System Upgrade Project Contract with TransCore

Contract No. 001021

TransCore LP, CFX's Toll System Upgrade Project Consultant has requested approval to use Fortitude International LLC, to provide assistance to CFX with staffing resources for system installation. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by TransCore when its contract with CFX was originally awarded.

Board approval of Fortitude International LLC as a subcontractor to TransCore is requested.

Reviewed by:

Joann Chizlett

Director of Special Projects

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: TransCore	Date: 8/18/2017
CFX Contract Name: Toll System Upgrade Project	CFX Contract No.: 001021
Authorization is requested to sublet the services identified below which are approval to sublet services to:	included in the above referenced Contract. Consultant requests
Subconsultant Name: Fortitude International LLC	
Address: 3120 Fairview Park Dr., #520 Falls Church, VA 2	22042
Phone No.: 440-461-1101	
Federal Employee ID No.: 26-0354324	
Description of Services to Be Sublet: Staffing agency providing sy	
Estimated Beginning Date of Sublet Services: 9/1/2017	
Estimated Completion Date of Sublet Services: 12/1/2018	
Estimated Value of Sublet Services*: \$50,000 *(Not to exceed \$25,000 without prior Board Approval)	
Consultant hereby certifies that the proposed subconsultant has been advised Contract with the Authority that are applicable to the subconsultant and the sequested By: (Signature of Consultant Representative)	services to be sublet:
Scott Hooton, Vice President and Program Man Title	ager
Recommended by: (Signature of Appropriate CFX Director/Manager)	Date: 8-27-17
Approved by: (Signature of Appropriate Chief)	Date: 8/22/17

CONSENT AGENDA ITEM #19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 22, 2017

RE:

Approval of Purchase Order to TAPCO for

Camera equipment for Wrong Way Driving System

Board approval is requested to issue a purchase order to TAPCO, in the amount of \$106,240.00. This will be a sole source procurement. TAPCO is the manufacturer of CFX's Wrong Way Driving (WWD) equipment currently deployed.

The additional cameras and associated equipment will be integrated into each of our current WWD system deployments. The system enhancement will provide additional images for events detected on our system resulting in improved visibility for each wrong way driving event. These images will provide additional valuable data for planning purposes as well as enhance the real time operations tools available to both FHP and the Regional Traffic Management Center. This system enhancement has been successfully tested at three ramp locations, the requested purchase will be used to equip the remaining 32 locations.

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

Reviewed by:

Bryan Homayouni, P.E.

Manager of Traffic Operations

SALES QUOTE



Customer Copy						
Number	Q1712622					
Date	8/18/2017					
Page	1					

5100 West Brown Deer Road • Brown Deer, WI 53223 Phone (800) 236-0112 • tapconet.com • Fax (800) 444-0331

Sell To Cust. C39680	Bryan Homayouni					Br 49	entral Florida Expresso yan Homayouni 174 ORL Tower Road RLANDO, FL 32807 SA	way Authority
Customer PO # Expires SIsp			Terms		Freight	Ship Via		
9/17/2017 Sean Moehrke Net 30		0 DAYS		PREPAY/ADD	BEST RATE			

<u>ltem</u>	<u>Description</u>	Quantity	UM	Price	Extension
2180-SYSTEM	Complete Setup Includes:	32	EA	3,040.00	\$97,280.00
125924	8 Contact Closure Input Receiver Over Ethernet	32	EA		
125923	8 Contact Closure Input Transmitter Over Ethernet	32	EA		
/743	Camera Assembly, Axis Q3505-VE 3-9mm, Pole Mount, with Cables, WW Advance Config Blinker On Site Included	32	EA		
2444-8ST	WISDOT,Radio,Wirelessly Operated,EP-COMMPAKBB900IN 900MHZ, Integrated ANT/POE/150'CAT5	8	EA	1,120.00	\$8,960.00
	OFV to account to a second sec				

CFX to supply 4 port media converters

Shipment within	
Acceptance By	
Date	
By	

Merchandise	Freight	Tax	Total
\$106,240.00	\$0.00	\$0.00	\$106,240.00

CONSENT AGENDA ITEM #20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 24, 2017

SUBJECT:

Request for Authorization to Advertise for

Rapid Incident Scene Clearance Services

Contract No. 001346

Board authorization is requested to advertise for Request for Proposals from qualified towing firms to serve in a rotational capacity providing Rapid Incident Scene Clearance Services (RISC). CFX plans to adopt the RISC program in order to significantly reduce the time it takes to clear major accidents and incidents on CFX roads. This innovative program is supported by FHP and currently FDOT District 5 is in the process of implementing RISC for use on limited access highways maintained by FDOT. By adopting RISC, CFX will be working with FDOT and FHP to provide this enhanced service on all limited access roads in the Central Florida region.

CFX will have the option to deploy a RISC vendor at an accident or incident. Once deployed the RISC vendor will have a 90 minute time frame to clear the incident in order to qualify for incentive pay. In order to qualify for the program the vendor will be required to have specialized equipment and skilled operators to quickly clear the roadway. This contract provides a monetary incentive to clear wreckage and open roads as quickly as possible.

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

Reviewed by:

Bryan Homayouni

Manager of Traffic Operations

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



RISC

- Rapid Incident Scene Clearance
 - Incentive-based program for contracted towing/recovery vendors
- Incidents involving:
 - large commercial vehicles
 - Large non-commercial vehicles such as RV's, aircraft, marine vessels in transport

WHY RISC?

 Delayed wrecker arrival times or response with inadequate equipment/training often leads to increased traffic delays and greater risk of secondary collisions.

• RISC:

- Standardizes vendor response requirements
- Pre-identifies vendors with specialized equipment and training to right and remove a large, over-turned vehicle
- Provides monetary incentives for safe, quick, & efficient work
- Proven effective with roughly 96% success in <90 min clearance

WHY RISC?

Economic/Environmental Impact

- Americans spend 5.5 billion hours sitting in traffic
- 2.9 billion gallons of fuel
- Estimated \$124 billion impact on national economy
 - Expected to rise 50% by 2030
- A little closer to home...
 - \$1.2 billion in 2014 for Orlando area
 - \$1,044 per peak-hour auto commuter

WHY RISC?

- Emergency Responder Safety: Struck-by Incidents
 - 12 officers killed per year
 - 5 Firefighters killed per year
 - 60 Tow truck/Road Rangers killed per year

Sources: 2012 Urban Mobility Report by Texas A&M Transportation Institute & FHWA



- Secondary Crashes
 - Likelihood increases 2.8% for every minute
 - Responsible for 18% of all freeway fatalities and 20% of all collisions

PURPOSE

- Safely & quickly remove major incidents from the highway with a goal of resuming normal, safe traffic operations as quickly as possible.
- Reduce the potential risk of secondary crashes

SCOPE

- RISC is only activated on limited access highways at this time, per contract language
 - Exit/entrance ramps and interchanges are included if incident specifically impacts travel on the main line
- RISC is activated when a specialized vendor can 'rapidly' open the road using ultra-heavy-duty equipment
- Incidents involving large vehicles should NOT automatically trigger RISC activation.

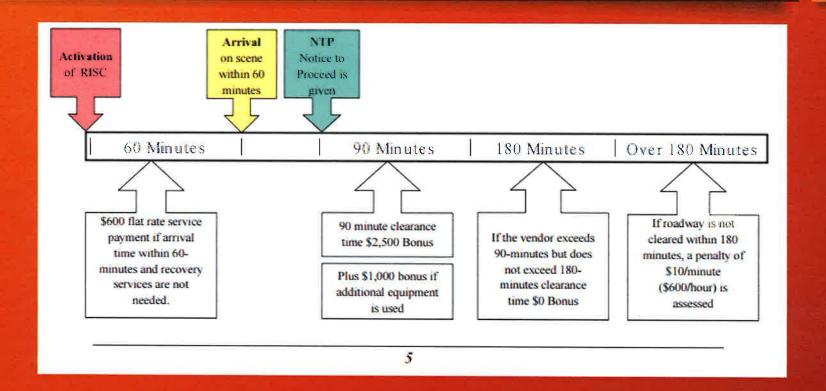
COMMUNICATION

- Dispatch will communicate as much information as possible about the incident to the tow vendor
 - Location
 - Scene description
 - Vehicle types
 - Load information
 - CVO details
 - Scene access information

KEY TIMES: ON-SCENE

- Vendor arrival time (60 min since initial call)
 - Requires arrival of all 3 primary pieces of equipment
 - 2 heavy duty wreckers (one of which is rotator), and support vehicle
- Notice to Proceed
 - RISC clock starts
- Any stops in recovery NOT initiated by vendor
 - RISC clock stops, then restarts with resumption of work
 - Ex. Fire department shuts down scene for hazmat concern
- Incident cleared (90 minutes after NTP)
 - White line to white line, full restoration of normal traffic flow
 - Any need for temporary lane closure beyond this (for recovery), RISC clock starts again

RISC TIMELINE



THE INCIDENT

Notice to Proceed

- Investigating law enforcement or FDOT permits incident clearance activities to begin
 - Contractor has 90-minutes to clear travel lanes and/or shoulders
 - After 90-minutes, contractor loses the incentive, but not assessed liquidated damages
 - · After 180-minutes, contractor assessed liquidated damages
 - \$10/min (\$600/hr)

Incident cleared

- All evidence of the incident is removed from the roadway and shoulders
- Normal traffic flow is fully restored
- FDOT/FHP agree scene is fully cleared & traffic restored

THE INCIDENT

- Responsible party may request their own towing service
 - If the requested service provider can arrive and clear the scene in an expedited manner, they are allowed to do so.
- FHP or FDOT may stop work and direct removal of a non-RISC vendor if vendor is unable to properly handle the incident and RISC vendor will be given Notice to Proceed

THE INCIDENT

- RISC is activated
 - Vendor has 15-minutes to return call
 - 45-more minutes to arrive on scene with 3 primary pieces of equipment

\$600 response incentive eligible, OR...

- Notice to Proceed is given
- Vendor has 90-minutes to clear all travel lanes/shoulders, restore normal traffic pattern

\$2500 clearance incentive eligible

LIQUIDATED DAMGES

- Vendor has not completed removal & clearance of vehicles, non-hazardous cargo, debris and vehicle fluids 180-minutes after Notice to Proceed
- All travel lanes and/or shoulders are not open
 - \$10/min or \$600 flat rate is assessed against the vendor at the discretion of the authorized FDOT representative
 - Additional \$600 assessed for each additional hour, or \$10/min, until roadway is completely open and normal traffic flow resumed
- Exceptions:
 - Hazardous material cargo
 - · Damage to the roadway infrastructure which prohibits reopening of travel lanes

CONSENT AGENDA ITEM #21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams /

Director of Procurement

DATE:

August 25, 2017

SUBJECT:

Award of Contract to Convergint Technologies for

CFX Headquarters Building Security Systems Upgrades

Project No. 599-527; Contract No. 001275

The Board approved on January 12, 2017 to authorize advertisement for the referenced project. An Invitation to Bid was advertised on March 26, 2017. Response to the Invitation was received from one contractor by the May 3, 2017 deadline for submittal of bids. The bid was rejected. On July 2, 2017, CFX re-advertised the project. Response to the Invitation was received from one contractor by the August 1, 2017 deadline. As required by the Procurement Procedures Manual, the Director of Procurement and the Chief of Technology/Operations met to review CFX's options when less than three bids are received. Based on the discussion at the meeting, the decision was made to accept the bid because it was within the established tolerances, and there were no irregularities that would result in the bid being rejected.

Bid result is as follows:

Bidder

Bid Amount

1. Convergint Technologies

\$381,200.00

The Engineer's Estimate for this project is \$372,450.09 \$500,000.00 was approved in the Five-Year Work Plan.

The Engineer of Record for Project 599-527 has reviewed the bid submitted by Convergint Technologies, and has determined that the bid unit prices are not unbalanced.

The Procurement Department has evaluated the bid and has determined it to be responsible and responsive to the bidding requirements. Award of the contract to Convergint Technologies in the amount of \$381,200.00 is recommended

Reviewed by:

Bryan Homayouni

Manager of Traffic Operations

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



CONSENT AGENDA ITEM #22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Aneth Williams

Director of Procurement

DATE:

August 18, 2017

SUBJECT:

Approval of Contract Renewal with

The DRS Group of Florida for Document Conversion Services

Contract No. 000978

Board approval is requested for the second renewal of the referenced contract with The DRS Group of Florida, in the amount of \$40,000.00 for a one year period beginning October 3, 2017 and ending on October 2, 2018. The original contract was three years with two one-year renewals.

Original Contract Amount	\$211,425.00
Supplemental No 1 (Accounting Bonds)	\$ 45,000.00
Supplemental No. 2 (Adj. hourly)	\$.00
Supplemental No. 3	\$105,000.00
First Renewal	.00
Supplemental No. 4	\$.00
Second Renewal	<u>\$ 40,000.00</u>
Total Contract Amount	\$401,425.00

The services to be provided by The DRS Group of Florida, under this renewal include record conversion and archiving service for permanent and long term documents.

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

Reviewed by:

Tim O'Toole

Records Administrator

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL AGREEMENT No. 2 CONTRACT NO. 000978

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of September, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and The DRS Group of Florida, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated August 28, 2013, with a Notice to Proceed date of October 3, 2013, whereby CFX retained the Contractor to provide records conversion services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 3rd day of October, 2017 and ending the 2nd day of October, 2018 in the amount of ______, which amount restates the amount of the Original Agreement and is based on the unit prices of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal ending October 2, 2017, the Contractor shall execute a "Certificate of Completion of the first Contract Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the First Renewal ending October 2, 2017.

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

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

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CONTRACTOR	CENTRAL FLORIDA EXPRESSWAT AUTHORITI	
BY:Authorized Signature	BY:	Director of Procurement
Title:		
ATTEST: Secretary or Notary	(SEAL)	
If Individual, furnish two witness:		
Witness (1) Witness (2)		
		Legal Approval as to Form
		General Counsel for CFX

CONTER A CECE

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
THE DRS GROUP OF FLORIDA, INC.

RECORDS CONVERSION SERVICES

CONTRACT NO. 000978

CONTRACT DATE: AUGUST 28, 2013 CONTRACT AMOUNT: \$211,425.00



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL AND FORMS

CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL AND FORMS

a conference and

FOR

RECORDS CONVERSION SERVICES CONTRACT NO. 000978

September 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

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

Executive Director

Max Crumit, P.E.

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CONTRACT

This Contract (the "Contract" as defined herein below), is made this 28th day of August, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and THE DRS GROUP OF FLORIDA, INC., 11281 Interchange Circle South, Miramar, Florida 33025, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide records conversion services and related tasks as may be assigned to the CONTRACTOR by the AUTHORITY and identified as Contract No. 000978; and,

WHEREAS, on or about June 29, 2013, the AUTHORITY issued an Invitation to Bid seeking bids from qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Invitation to Bid and was ultimately selected as the low responsive and responsible bidder;

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

1. SERVICES TO BE PROVIDED

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

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

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

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

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Addendum,
- 1.4 The Method of Compensation,
- 1.5 The Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 150 days prior to the expiration of the initial three-year Contract Term and any subsequent renewals.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Contract term is \$211,425.00
- 3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONTRACTOR INSURANCE

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

- 6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.
- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

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

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

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

7. CONTRACTOR RESPONSIBILITY

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

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

8. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

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

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

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

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

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

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

15. DISPUTES

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

16. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

17. OTHER SEVERABILITY

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

18. GOVERNING LAW

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

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

19. RELATIONSHIPS

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

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

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

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

- 22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 22.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

- 22.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
 - 22.4 Obligations upon expiration or termination of the Contract; and
- 22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

THIS SPACE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on August 28, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUT	HORITY
By: Bulle	_
Director of Procurement	
Print Name: Claude Miller	-
Date: 9/26/13	_
THE DRS GROUP OF FLORIDA, INC.	
Ву:	
Print Name: John Civale	
Title	_
ATTEST:	_(Seal)
DATE: 9/9/2013	<u> </u>
Approved as to form and execution, only.	
Joseph I fassistore	==:
General Counsel for the AUTHORITY	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: THE DR	S GROUP OF FLORIL	DA, INC.	
Contract No: <u>000978</u>	Project No.:	N/A	

This Supplemental Agreement No. 1 entered into this 14th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

- 1. The Authority has determined it necessary to increase the Contract amount by \$45,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,
- 2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract as outlined in Exhibit "A" excluding a new line item "additional hours" at the hourly rate as established in Exhibit "A"; and,
- 3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name:	Records Conversion	on Services	
Contract No.:	000978	Project No.: _	N/A
Amount of Change	es to this document: \$4	45,000.00	
This Supplemental above.	l Agreement No. 1 e	ntered into as of the day	and year first written
"Authority":			
CENTRAL FLOJ	RIDA EXPRESSWA	Y AUTHORITY	
By:	Director of Procur	rement	
Date:	10/13/14	—————————	
"Consultant":			
THE DRS GROU	P-OF FLORIDA, IN	C.	
By: Aut	horized Signature		
Print Name:	John Cin		SA KYKATIK C
Title:	JP/	- stricti	ERMO >
Attest: Not	ary S		ly Comm. Expires Amay 19, 2018
Date:	09/2014		landed through CNA Surely

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

Contract Nam	e:THE D	RS GROUP OF FLORIL	DA, INC.	
Contract No:	000978	Project No.:	N/A	

This Supplemental Agreement No. 2 entered into this 11th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

- 1. The Authority has determined it necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion. There will be no increase in the Contract amount or the Contract term.
- 2. The Consultant hereby agrees to the adjustment in the Contract quantities and the addition of an hourly rate line item for inventory processing as shown on the attached "Exhibit "A" with no increase in the Contract amount or Contract time.
- 3. The Authority and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

This Supplemental Agreement is necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name:	Records Conversion Service	es	
Contract No.:	000978	Project No.:	N/A
Amount of Change	s to this document: \$0.00		
This Supplemental above.	Agreement No. 2 entered in	to as of the day and	year first written
"Authority":			
CENTRAL FLOP	RIDA EXPRESSWAY AUTH	IORITY	
ву:	Director of Procurement		
Date:	5/14/15		
"Consultant":			
THE DRS GROW	P OF FLORIDA, INC.		
By: Aut	orized Signature		
Print Name:	Bra Civile	_	
Title: EU	- Hrau	_ doroduce	forida Divers cense as I sentification
Attest: Not	ary	Rosalle D. G	cense as I bentification
Date:5	113/2015	State of Flori My Commission Expire Commission No. Fl	ida e 10/09/2018

CONTRACTS DEPT 15 15 15 SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: THE	E DRS GROUP OF FLORID	A, INC.	
Contract No: <u>000978</u>	Project No.:	N/A	
This Supplemental Agreen	nent No. 3 entered into this 12	2 th day of May , by and	d between the

This Supplemental Agreement No. 3 entered into this 12th day of May, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

- 1. "CFX" has determined it necessary to increase the Contract amount by \$105,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,
- 2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract as outlined in Exhibit "A" including the "additional hours" at the hourly rate as established in Exhibit "A"; and,
- 3. "CFX" and Consultant agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

Original Contract	211,425.00
Supplemental No. 1 (Accounting-Bonds)	45,000.00
Supplemental No. 2 (Adj. hourly)	.00
Supplemental No. 3	105,000.00
Total Revised Contract Amount (Not-To-Exceed)	361,425.00

SUPPLEMENTAL AGREEMENT NO. 3 Contract Name: Records Conversion Services

Contract No.: _____000978

Amount of Changes to this document: \$105,000.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

Project No.:

N/A

"CFX":

CENTRAL	FEORIDA	EXPRESSWAY	AUTHORITY
---------	---------	------------	------------------

By:

Director of Procuremen

Date:

0. 1. 6

"Consultant":

THE DRS GROUP OF FLORIDA, INC.

Authorized Signature

Print Name: Town Civale

Filmt Name,

Title.

Attest:

Date: 010/19/2016-

R. PECO NOTARL My Comm. Expires June 27, 2017 No. FF 31837

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000978

2.6 (\$40 T) - WE 2166

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of August, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and The DRS Group of Florida, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated August 28, 2013, with a Notice to Proceed date of October 3, 2013, whereby CFX retained the Contractor to provide records conversion services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 3rd day of October, 2016 and ending the 2nd day of October, 2017 for the amount remaining in the contract as of October 3, 2016.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract ending October 2, 2016, the Contractor shall execute a "Certificate of Completion of the first Contract Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 2, 2016.

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

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

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:

Authorized Signature

Title:

Secretary or Notary

If Individual, furnish two witness:

Witness (1)

Legal Approval as to Form

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: The DRS Group of Florida, Inc.

Contract No: 000978

This Supplemental Agreement No. 4 to Contract No. 000978 entered into this 21st day of February, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

- 1. CFX wishes to add a line item classified as "Professional Services" for an hourly rate of \$32.50, to assist CFX with tasks relating to transitions in the Public Records Department. There will be no increase in the Contract amount or the Contract term.
- 2. The Consultant hereby agrees to the addition of an hourly rate line item for Professional Services for tasks relating to transitions in CFX's Public Records Department.
- 3. CFX and the Consultant agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: The DRS Group of Florida, Inc.

Contract No: 000978

Date:

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENT	RAL FLORIDA EXPRESSWAY AUTHORI	TY
By:	(Ovun_	
	Director of Procurement	
Date:	3/3/17	
256		
THE D	ORS GROUP OF FLORIDA, INC.	
By:	Authorized Signature	6
Print N	ame:	مرور المعرد Marcline Lazarus
Title:		State of Florida MY COMMISSION # FF 943159
Attest:	MARCINE LANGUE	Expires: December 13, 2019
	Notary	my at

Approved as to form and execution, only.

General Counsel for CFX

CONSENT AGENDA ITEM

#23



MEMORANDUM

TO: Central Florida Expressway Authority

CLIENT-MATTER NO.: 19125.0168

Board Members

FROM: Suzanne M. Driscoll, Esq., Shutts & Bowen, Right-of-Way Counsel

DATE: August 24, 2017

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 313

Proposed Mediated Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a mediated settlement between Harrell & Sutherland Development Company, a Florida corporation (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 313 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

INTRODUCTION

The case was successfully mediated on June 27, 2017, after the disclosure of 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 \$770,000.00 including interest, statutory attorney's fees, expert fees, and costs as described below.

DESCRIPTION OF PROPERTY AND TAKING

The subject property is located south of Coronado-Somerset Drive and east of Round Lake Road in unincorporated Lake County, Florida. The property is mostly rectangular and undeveloped. Prior to the acquisition of Parcel 313, access to Coronado-Somerset Drive was provided at the northwest corner of the property by virtue of a 50-foot wide access easement. Parcel 313 is a fee simple partial taking consisting of 10.956 acres from the parent tract of 38.904 acres. Parcel 313 effectively bisects the property leaving 2 non-contiguous tracts which are irregular in shape. The west remainder tract contains 16.747 acres and retains its access to Coronado-Somerset Drive via the pre-existing 50-foot access easement. The east remainder contains 11.201 acres and according to the Wekiva Parkway construction plans, access will be provided to Coronado-Somerset Drive via a 50-foot right of way easement (Parcel 316 Part B) at

the northeast corner of the property. While CFX acquired Parcel 316 Part B to provide legal access to the subject east remainder, the construction plans reveal that the access easement will not be improved with a road as part of the Project. Accordingly, it will be incumbent upon the developer of the property to pay for the cost of constructing the access road. A copy of the legal description of Parcel 313 and Right of Way Parcel Sketch is attached as Exhibit "A". Photographs depicting the property and its location are attached as Exhibit "B".

The subject property is zoned R-1, Rural Residential, by Lake County. This zoning is inconsistent with the existing future land use of Regional Office. The County's Comprehensive Plan's future land use policy establishes that the intent of the Regional Office designation is for a variety of office uses and limited commercial uses. The property's Regional Office future land use designation prohibits residential uses on the subject property.

CFX'S APPRAISAL REPORT

Walter Carpenter, MAI, of Pinel & Carpenter, Inc., appraised the property for CFX. He determined that the highest and best use of the property is to hold for long-term until such time as there is demand for regional office uses. He utilized six (6) vacant comparable sales ranging in value from \$24,898 to \$63,648 per acre. It was his opinion that all the comparable sales were superior to the subject property and he concluded to a value of \$20,000 per acre. Accordingly, Mr. Carpenter's valuation for Parcel 313 is \$219,120.00 (10.956 AC @ \$20,000/AC).

Following the acquisition of Parcel 313, Mr. Carpenter determined that there would be no diminution in value to the remaining property as a result of its location and frontage along the expressway. He did, however, conclude that in the future when the property is developed extraordinary development costs are anticipated as a direct result of the grading constraints created by the construction of the expressway as well as added distance for utility extensions. The expressway will be significantly lower than the natural grade at the right of way line adjacent to both remainders. At its deepest point, the expressway will be 34+/- feet below the remainder property. As a result of these conditions, Mr. Carpenter estimated damages to both the west and east remainder property to be 10%. Accordingly, his opinion of damages to the total remainder property is \$60,810.00.

Accordingly, Mr. Carpenter's opinion of full compensation for the acquisition of Parcel 313 amounted to \$279,930.00.

While Mr. Carpenter recognized certain extraordinary development costs described above, not included was the additional cost associated with the requirement to now construct an access road to the east remainder. Before the acquisition of Parcel 313, the property could be accessed from the pre-existing 50-foot access easement at the northwest corner of the property. Following the taking and bifurcation of the property, new access must be constructed along the 50-foot easement (Parcel 316 Part B) in order to gain access to the east remainder. As mentioned above, CFX acquired the easement but will not construct the roadway. CFX's engineer, Jeffrey J. Newton, P.E., of Donald W. McIntosh Associates, Inc., was consulted and provided an estimate in the amount of \$200,000 to construct the access road to the east remainder.

HARRELL & SUTHERLAND'S APPRAISAL REPORT

Edgar Lopez, counsel for Harrell & Sutherland Development Co., retained Richard Dreggors, a State Certified General Real Estate Appraiser, to appraise the property. Mr. Dreggors concluded that the highest and best use of the property is for low density residential development. In arriving at his opinion of highest and best use, Mr. Dreggors ignored the existing Regional Office land use designation and appraised the property as though it had a future land use of "Suburban" which permits low density residential development of 1 unit per acre. He did this by invoking a "hypothetical condition" which he reports to be allowable under USPAP because he concluded that the change in the property's land use designation was a direct result of the Wekiva Parkway Project. It is his conclusion that absent the Wekiva Parkway Project, the subject property would have retained the prior future land use designation of Suburban.

Mr. Dreggors relied upon four vacant comparable sales which all permitted residential uses. These sales ranged in value from \$41,483 to \$55,856 per acre. Mr. Dreggors concluded that the land value of Parcel 313 was \$45,000 per acre or \$480,400.00. As a result of the acquisition of Parcel 313, Mr. Dreggors concluded that the property can no longer be developed with residential uses and the highest and best use has changed to long term speculative holding for office use for the west remainder and long term speculative holding for the east remainder which he concludes is now landlocked. Mr. Dreggors opined that the value of the west remainder property is \$15,000 per acre resulting in \$502,400 in severance damages. He opined that the value of the east remainder is a nominal \$5,000 per acre due to its perceived loss of access resulting in \$448,100 in severance damages.

Accordingly, Mr. Dreggors opinion of full compensation for the acquisition of Parcel 313 amounted to \$1,430,900.00.

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 \$620,000, the monetary benefit achieved is \$340,070 (\$620,000 less the first written offer of \$279,930). Statutory attorney's fees are the sum of 33% of the benefit up to \$250,000 (\$250,000 x 33% = \$82,500) plus 25% of the benefit over \$250,000 but less than \$1 million (\$90,070 x 25% = \$22,517.50, for a total statutory attorney's fee of \$105,017.50. By way of comparison, the statutory attorney's fee based upon the owners' demand of \$1,430,900 requested would be based upon a benefit of \$1,150,970, yielding an attorney's fee of \$307,742.50.

Regarding expert fees, Edgar Lopez on behalf of Harrell & Sutherland Development Co. retained 3 experts and presented invoices totaling \$59,212.38. Attached as Exhibits "C - E" hereto are copies of the invoices, which are summarized below:

Expert Invoic	
Calhoun, Dreggors & Assoc., Inc.	\$ 29,387.00
VHB, Inc.	\$18,450.32
Tipton Associates Inc.	\$11,375.06
Total	\$59,212.38

After reviewing the invoices, the hourly rates, and the services performed, counsel for CFX determined that a payment of \$44,982.50 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 \$770,000.00. A copy of the Mediated Settlement Agreement is attached hereto as Exhibit "F".

REQUESTED ACTION

We respectfully request that the CFX Board approve the Mediated Settlement Agreement in the amount of \$770,000.00 to settle all pending claims for the taking of Parcel 313, 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. This settlement was recommended for approval by the Right of Way Committee at its August 16, 2017 meeting.

ATTACHMENTS

Exhibit "A" - Legal Description and Right of Way Sketch

Exhibit "B" – Photographs of the Subject Property and Area

Exhibit "C" - Calhoun, Dreggors & Assoc., Inc., Invoice

Exhibit "D" – VHB Inc., Invoice

Exhibit "E" - Tipton Associates Inc.

Exhibit "F" - Mediated Settlement Agreement

Reviewed by: Joseph Flassistone

ORLDOCS 15607480 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 453 PROJECT No. 429-206

PARCEL 313

PURPOSE: LIMITED ACCESS RIGHT OF WAY (ESTATE: FEE SIMPLE)

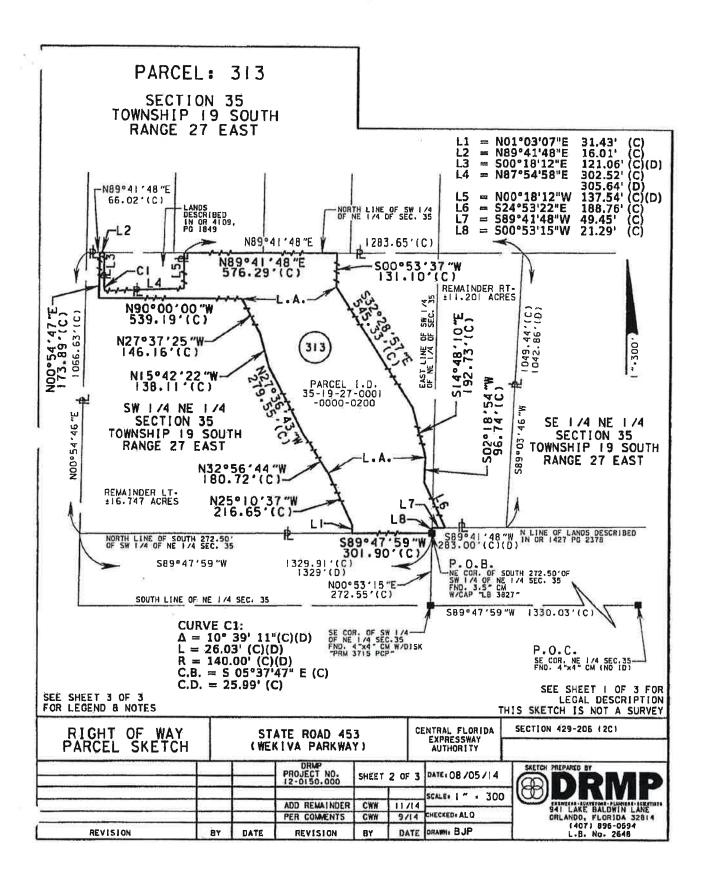
A parcel of land lying in the South 1/2 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence departing said South line, run North 00°53′15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 272.55 feet to the Northeast corner of the South 272,50 feet of said Southwest 1/4 of the Northeast 1/4, said point being a 3.5" concrete monument with cap stamped "LB 3827" and the POINT OF BEGINNING; thence departing said East line, run South 89°47'59" West along the North line of said South 272.50 feet, a distance of 301.90 feet; thence departing said North line, run North 01°03'07" East, a distance of 31.43 feet; thence run North 25°10'37" West, a distance of 216.65 feet; thence run North 32°56'44" West, a distance of 180.72 feet; thence run North 27°36'43" West, a distance of 279.55 feet; thence run North 15°42'22" West, a distance of 138.11 feet; thence run North 27°37'25" West, a distance of 146.16 feet; thence run North 90°00'00" West, a distance of 539.19 feet; thence run North 00°54'47" East, a distance of 173.89 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°41'48" East along said North line, a distance of 16.01 feet to a point on the West line of lands described in Official Records Book 4109, Page 1849 of the Public Records of Lake County, Florida; thence departing said North line, run South 00°18'12" East along said West line, a distance of 121.06 feet to a point on a curve, concave to the East, having a Radius of 140.00 feet and a Central Angle of 10°39'11"; thence continue Southeasterly along said West line and along the Arc of said curve, a distance of 26.03 feet (Chord Bearing = South 05°37'47" East, Chord Distance = 25.99 feet) to the end of said curve and to a point on the South line of said lands described in Official Records Book 4109, Page 1849; thence run North 87°54'58" East along said South line, a distance of 302.52 feet to a point on the East line of said lands described in Official Records Book 4109, Page 1849; thence run North 00°18'12" West along said East line, a distance of 137.54 feet to a point on said North line of the Southwest 1/4 of the Northeast 1/4, said point being the Northeast corner of said lands in Official Records Book 4109. Page 1849 of the Public Records of Lake County, Florida; thence run North 89°41'48" East along said North line, a distance of 576.29 feet; thence departing sald North line, run South 00°53'37" West, a distance of 131.10 feet; thence run South 32°28'57" East, a distance of 545.33 feet; thence run South 14°48'10" East, a distance of 192.73 feet; thence run South 02°18'54" West, a distance of 96.74 feet; thence run South 24°53'22" East, a distance of 188.76 feet to a point on the North line of lands described in Official Records Book 1427, Page 2378 of the Public Records of Lake County, Florida; thence run South 89°41'48" West along said North line, a distance of 49.45 feet to a point on the East line of said Southwest 1/4 of the Northeast 1/4; thence, departing said North line, run South 00°53'15" West along said East line, a distance of 21.29 feet to the POINT OF BEGINNING.

Containing 10.956 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

SHEET 1 OF 3



PARCEL: 313

LEGEND:

(C) = CALCULATED DATA

C.B. = CHORD BEARING

C.D. = CHORD LENGTH

CM = CONCRETE MONUMENT

(D) - DESCRIBED DATA

EXIST. = EXISTING

FND. = FOUND

I.D. = IDENTIFICATION

IP = IRON PIPE

L = ARC LENGTH

L.A. = LIMITED ACCESS RIGHT OF WAY

L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK

P = PROPERTY LINE

P.O.B. - POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

No. - NUMBER

PG = PAGE

R = RADIUS

REQ. = REQUIRED

R/W = RIGHT-OF-WAY

SEC. = SECTION

Δ = CENTRAL ANGLE

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
- 3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876504, DATED JULY 06, 2014.

SEE SHEET 2 OF 3 FOR SEE SHEET | OF 3 FOR SKETCH OF DESCRIPTION LEGAL DESCRIPTION RIGHT OF WAY CENTRAL FLORIDA SECTION 429-206 (2C) STATE ROAD 453 EXPRESSWAY (WEKIVA PARKWAY) AUTHORITY DRMP PROJECT NO. 12-0150.000 SKETCH PREPARED BY SHEET 3 OF 3 DATE: 08 /05 /14 STALE: 1" - 300 ADD REMAINDER 11/14 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED) 9/14 CHECKED ALO PER COMMENTS CAM ORLANDO, FLORIDA 32814 (407) 896-0594 L-B. No. 2648

REVISION

DATE DRAWN JSG

PARCEL NO.: 313

OWNER: HARRELL & SUTHERLAND DEVELOPMENT

PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453

CITY/COUNTY: UNINCORPORATED/LAKE

AERIAL PHOTOGRAPH



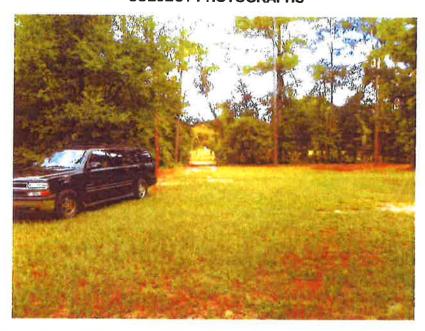
Approximate Representation Source Lake County Property Appraiser

OWNER: HARRELL & SUTHERLAND DEVELOPMENT

PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453

CITY/COUNTY: UNINCORPORATED/LAKE

SUBJECT PHOTOGRAPHS



View of the road and utility easement looking north towards Coronado-Somerset Drive.



View of the 50-foot road and utility easement which extends south from Coronado-Somerset Drive to the subject property. This view is looking south at the gate.

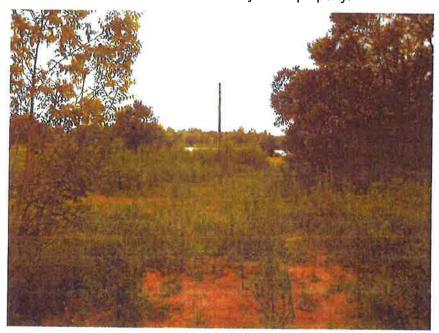
14-072 COPYRIGHT 2014, PINEL & CARPENTER, INC. PARCEL NO.: 313

OWNER: HARRELL & SUTHERLAND DEVELOPMENT

PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453 CITY/COUNTY: UNINCORPORATED/LAKE PROJECT:



View of the east boundary of the property.



View of the northeast corner of the property.

14-072 COPYRIGHT 2014, PINEL & CARPENTER, INC.

PARCEL NO.: 313

OWNER: HARRELL & SUTHERLAND DEVELOPMENT

PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453

CITY/COUNTY: UNINCORPORATED/LAKE



View of the western boundary of the subject property looking south. The subject property is located on the left side of the photograph.



View of the western boundary of the subject property looking north. The subject property is located on the right side of the photograph.

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

PREPARED FOR MEDIATION

June 22, 2017

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

RE:

Owner:

Harrell & Sutherland

Project:

Wekiva Parkway

Parcel No.: 313

Lake

County:

INVOICE

Review CFX appraisal, conference calls with owner's representative and experts, land sales research/analysis, meetings with owner's representative and experts, analysis of highest and best use, review impacts to remainder, review appraisal of nearby parcels, review/write report.

LaBarre:

93.25 Hrs. x \$150/Hr. = \$13,987

Dreggors:

56.00 Hrs. x \$275/Hr. =

<u> 15,400</u>

Total

\$29,387

Thank you,

Richard C. Dreggors, GAA

President

RCD/ddp

EXHIBIT &

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

OWNER	HARRELL & SUTHERLAND	KIMBERLY LABARRE
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	313	
COUNTY	LAKE	

COUNTY	LAKE	
DATE	TYPE OF SERVICE	HOURS
09/18/15	MEETING WITH RICK TO REVIEW OUR ASSIGNMENT; PREPARE FOR AND ATTEND CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.75
09/24/15	CONFERENCE WITH OWNER'S REPRESENTATIVE,	0.50
11/02/15	REVIEW DOCUMENTS; SPOKE TO LAND PLANNER AND ENGINEER.	0.75
11/03/15	SALES RESEARCH; REVIEW CFX APPRAISAL REPORT.	4.00
11/04/15	CONTINUE SALES RESEARCH; PREPARING FOR UPCOMING MEETING WITH OWNER'S REPRESENTATIVE.	2.00
11/05/15	MEET WITH RICK TO DISCUSS APPRAISAL ISSUES AND SALES; CONTINUE SALES RESEARCH AND PREPARE GRIDS FOR MEETING WITH OWNER'S REPRESENTATIVE.	5.25
11/13/15	SALES RESEARCH FOR VACANT RESIDENTIAL SUBDIVISIONS.	2.50
11/16/15	CONTINUE SALES RESEARCH FOR VACANT RESIDENTIAL SUBDIVISIONS.	2.75
11/17/15	RESEARCH LAND SALES; OBTAIN PROPERTY CARDS, DEEDS AND MAPS.	2.50
11/18/15	MET WITH RICK TO DISCUSS APPRAISAL ISSUES; ADDITIONAL LAND SALES RESEARCH.	2.25
11/24/15	CONTINUE SALES RESEARCH; SPOKE TO SJWMD AND LAKE COUNTY; VERIFYING LAND SALES.	3.25
11/25/15	BEGIN PREPARATION OF APPRAISAL REPORT; LAND SALES ANALYSIS AND WORKING ON WRITE- UPS.	4.00
11/29/15	PREPARING APPRAISAL REPORT.	2.50
11/30/15	PREPARING APPRAISAL REPORT; CONTINUE TO VERIFY SALES.	6.25
12/01/15	SPOKE TO LAND PLANNER REGARDING SUBJECT PROPERTY; WORK ON ROCKWOOD GROVES SALES.	1.75

OWNER	HARRELL & SUTHERLAND	KIMBERLY LABARRE
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	313	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
12/02/15	REVIEW LAND PLANNING REPORT.	1.00
12/03/15	SPOKE TO LAND PLANNER REGARDING SUBJECT PROPERTY; CONTINUE TO PREPARE SALES FOR REPORT.	3.75
12/04/15	PREPARING SALES FOR REPORT; VERIFYING SALES FOR WRITE-UPS; PREPARING EXHIBITS.	3.25
12/07/15	CONTINUE TO PREPARE SALES, EXHIBITS; OBTAIN DEEDS, PROPERTY CARDS, AERIALS, MAPS, ETC.	3.00
12/09/15	SITE INSPECTION AND INSPECT SALES.	7.25
12/10/15	PREPARING APPRAISAL REPORT; CONTINUE TO WRITE-UP SALES.	5.00
12/14/15	PREPARING APPRAISAL REPORT; ANALYZING HIGHEST AND BEST USE FOR BEFORE AND AFTER CONDITIONS.	2.25
12/15/15	SPOKE TO ENGINEER REGARDING TAKING; MET WITH RICK TO DISCUSS REPORT; AFTER LAND SALES ANALYSIS AND REMAINDER ANALYSIS.	6.25
12/17/15	PREPARING REMAINDER ANALYSIS AND REMAINDER SALES FOR TWO SEPARATE REMNANTS.	7.00
12/21/15	CONTINUE TO VERIFY SALES FOR TWO SETS OF REMAINDERS; PREPARING AFTER ANALYSIS AND MET WITH RICK TO DISCUSS; SPOKE TO CITY OF APOPKA FOR SALES ANALYSIS.	6.75
12/22/15	PREPARED TWO DIFFERENT REMAINDER ANALYSIS; MET WITH RICK TO REVIEW REPORT; SENT REPORT TO OWNER'S REPRESENTATIVE.	5.75
03/14/16	SPOKE TO ENGINEER REGARDING CFX PROPOSED ACCESS ROAD TO THE EASTERN REMAINDER; PREPARED AND SENT E-MAIL AND ANALYZE ACCESS.	1.00
	TOTAL HOURS	93.25

	OWNER	HARRELL & SUTHERLAND	RICHARD C. DREGGORS, GAA
	PROJECT	WEKIVA PARKWAY	
El	PARCEL(S)	313	
	COUNTY	LAKE	

		areawaring no se
DATE	TYPE OF SERVICE	HOURS
08/10/15	REVIEW CFX APPRAISAL; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE TO DISCUSS.	1.75
08/27/15	REVIEW DOCUMENTS; CONDUCT PRELIMINARY LAND SALES RESEARCH; PREPARE FOR MEETING WITH OWNERS.	3.25
08/28/15	PREPARE FOR AND MEET WITH OWNERS AND EXPERTS; REVIEW HIGHEST AND BEST USE BEFORE THE TAKING.	1.75
09/18/15	MEETING WITH ASSOCIATE TO REVIEW OUR SCOPE OF WORK.	0.50
09/23/15	ANALYSIS OF BEFORE VALUE AND IMPACTS TO REMAINDER; PREPARE FOR CONFERENCE CALL.	2.25
09/24/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.50
09/28/15	INSPECT SUBJECT PARCEL ACCESS EASEMENT FOR CORONADO SOMERSET DRIVE.	0.50
10/19/15	CONFERENCE CALL WITH ENGINEER REGARDING UTILITIES/ACCESS TO THE REMAINDER PARCELS.	0.25
11/02/15	PREPARE FOR MEETING WITH OWNERS; MEETING WITH ASSOCIATE; CONFERENCE WITH EXPERTS; ANALYSIS OF HIGHEST AND BEST USE.	1.25
11/05/15	ASSIST WITH SALES RESEARCH; PREPARE FOR MEETING; MEETING WITH EXPERTS AND OWNER TO REVIEW OUR PRELIMINARY FINDINGS; REVIEW IMPACTS TO REMAINDER.	3.50
11/18/15	MEETING WITH ASSOCIATE TO REVIEW STATUS OF ASSIGNMENT.	0.50
12/08/15	REVIEW APPRAISAL OF NEARBY PARCELS BY PINEL AND CARPENTER; COMPARE TO THE SUBJECT PROPERTY.	0.75
12/15/15	INSPECT SALES AND SUBJECT PROPERTY; MEETING WITH ASSOCIATE TO REVIEW REPORT ALREADY WRITTEN.	5.75
12/21/15	REVIEW/WRITE REPORT.	1.75

OWNER	HARRELL & SUTHERLAND	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	, , , , , , , , , , , , , , , , , , , ,
PARCEL(S)	313	
COUNTY	LAKE	

COUNTY	LAKE	
DATE	TYPE OF SERVICE	HOURS
12/22/15	REVIEW/WRITE REPORT; MEETING WITH ASSOCIATE TO REVIEW REPORT AND AFTER ANALYSIS.	1.75
01/06/16	CONFERENCE WITH ENGINEER TO REVIEW HIS REMAINING SCOPE OF WORK AND TIMETABLE.	0.25
01/19/16	ASSIST WITH LAND SALES/LISTINGS; REVIEW OF NEARBY PARCELS.	0.75
03/11/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING ISSUES/VALUE OF THE TAKING.	0.75
03/14/16	REVIEW ACCESS TO REMAINDER; CALL ENGINEER TO REVIEW.	0.50
01/26/17	REVIEW/WRITE REPORT; CONFERENCE WITH PLANNER; CALL ENGINEER.	4.75
02/06/17	REVIEW REPORT.	1.50
02/08/17	REVIEW TAI DOCUMENTS; ASSIST WITH APPRAISAL.	5.25
02/09/17	ASSIST WITH APPRAISAL.	3.75
02/25/17	INSPECT AREA OF TAKING AND NOTE CONSIDERATION OF EXPRESSWAY.	0.50
03/29/17	PREPARE FOR CONFERENCE CALL; MEETING WITH ENGINEER; CONFERENCE WITH LAND PLANNER.	2.75
03/30/17	PREPARE FOR AND CONFERENCE WITH PLANNER, ENGINEER AND EDGAR LOPEZ; REVIEW LAND SALES.	1.75
04/24/17	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW HIGHEST AND BEST USE BEFORE THE TAKING.	0.75
04/27/17	FINALIZE APPRAISAL REPORT; REVIEW ADDENDA.	3.25
05/25/17	PREPARE FOR AND CONFERENCE WITH EDGAR LOPEZ AND JIM HALL REGARDING SCOPE OF WORK FOR REBUTTAL REPORTS.	0.75
06/09/17	PREPARE FOR AND MEET WITH OWNER TO REVIEW ANALYSIS AND PREPARATION FOR MEDIATION; REVIEW NEED FOR REBUTTAL REPORTS.	1.50

OWNER PROJECT PARCEL(S) COUNTY	HARRELL & SUTHERLAND WEKIVA PARKWAY 313 LAKE	RICHARD C. DREGGORS, GAA
DATE	TYPE OF SERVICE	HOURS
06/20/17	INSPECT REMAINDER; SEND INF OWNER'S REPRESENTATIVE ON	
	TOTAL HOURS	56.00



Invoice

Please remit to:

Vanasse Hangen Brustlin, Inc.

101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 | F 617.924.2286

Mr. Edgar Lopez Harrls Harrls Bauerle Ziegler & Lopez 1201 E. Robinson Street Orlando, FL 32801 Invoice No:

<Draft>

June 27, 2017

VHB Project No: 62381.00

Invoice Total \$18,450.32

Professional Planning Services for Harrell and Sutherland Development Case <u>Professional Services Thru June 17, 2017</u>

Professional Personnel

Hours	Rate	Amount	
17.50	275.00	4,812.50	
9.50	250.00	2,375.00	
34.50	125.00	4,312.50	
48.50	125.00	6,062.50	
110.00		17,562,50	
			17,562.50
	9.50 34.50 48.50	17.50 275.00 9.50 250.00 34.50 125.00 48.50 125.00	17.50 275.00 4,812.50 9.50 250.00 2,375.00 34.50 125.00 4,312.50 48.50 125.00 6,062.50

Reimbursable Expenses

Printing

Total Reimbursables

887.82 **887.82**

887.82

Total this Invoice ____

\$18,450.32

Billings to Date

R)	Current	Prior	Total
Labor	17,562.50	0.00	17,562.50
Expense	887.82	0.00	887.82
Totals	18.450.32	0.00	18.450.32



Project Number: 62381.00

Period: 201510

Date	Location	Job Type	User	Total
8/28/2015	Orlando FL	B/W Laser Printing	katleshannon	\$7.42
8/28/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$76.71
8/31/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.13
			Total	\$86,26

Printed on: 6/27/2017 11:19:06 AM



Project Number: 62381.00

Period: 201512

Date	Location	Job Type	User	Total
11/5/2015	Orlando FL	B/W Laser Printing	katleshannon	\$0.26
11/13/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.52
11/4/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$28.76
11/5/2015	Orlando FL	Sm Fmt Color Printing	ketleshannon	\$157.64
11/13/2015	Orlando FL	Sm Fmt Color Printing	katíeshannon	\$72.43
			Total	\$259.61

Printed on: 6/27/2017 11:19:21 AM



Project Number: 62381.00

Period: 201513

Date	Location	Job Type	User	Total
12/1/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.42
11/16/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$35.15
11/18/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$40.47
11/25/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$31.95
12/1/2015	Orlando Fl.	Sm Fmt Color Printing	katleshannon	\$92.67
			Total	\$201.66

Printed on: 6/27/2017 11:19:37 AM



Project Number: 62381.00

Períod: 201604

Date	Location	Job Type	User	Total
3/29/2016	Orlando FL	Sm Fmt Color Printing	katleshannon	\$79.88
3/30/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
			Total	\$80,95

Printed on: 6/27/2017 11:19:50 AM



Project Number: 62381.00

Period: 201704

Date	Location	Job Type	User	Total
3/30/2017	Orlando FL	B/W Laser Printing	katieshannon	\$3.98
4/13/2017	Orlando FL	B/W Laser Printing	katieshannon	\$19.97
3/30/2017	Orlando FL	Sm Fmt Color Printing	katleshannon	\$59.65
3/31/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$4.26
4/13/2017	Orlando FL	Sm Fmt Color Printing	katleshannon	\$51.15
			Total	\$139.01

Printed on: 6/27/2017 11:23:08 AM



Project Number: 62381.00

Period: 201705

Date	Location	Job Type	User	Total
4/21/2017	Orlando FL	B/W Laser Printing	ketieshannon	\$0.26
4/25/2017	Orlando FL	B/W Laser Printing	katleshannon	\$0.64
4/21/2017	Orlando FL	Sm Fmt Color Printing	kalieshannon	\$1.07
4/25/2017	Orlando Fl.	Sm Fmt Color Printing	katieshannon	\$34.08
			Total	\$36.05

Printed on: 6/27/2017 11:22:49 AM



Archimedia Solutions Group - VHB Billing Backup Report 125 Liberty Street #301 Danvers, MA 01923

Project Number: 62381.00

Period: 201706

Date	Location	Job Type	User	Total
6/5/2017	Orlando FL	B/W Laser Printing	ketleshannon	\$1. 41
6/5/2017	Orlando Fl.	Sm Fmt Color Printing	katieshannon	\$2.14
			Total	\$3.55

Printed on: 6/27/2017 11:23:30 AM

Billing Period thru 06/27/2017 Project No. 62381.00

Project Title: Planning Services for Harrell Case

		Time	561
Employee		(in hours)	Description
Hall	08/14/15	0.50	Contract setup
	08/28/15	1.00	Expert team meeting
	09/24/15	1.00	Tele conference
	10/01/15	1.00	DPA review
	10/28/15	1.00	Invoicing
	11/05/15	1.00	Team mtg
	11/16/15	1.00	DPA and Carpenter appraisal review
	11/18/15	1.00	Mtg with Shannon
	12/01/15	1.00	DPA review
	03/29/16	1.00	JPA research
	03/30/17	2.00	Comp Plan review
	04/06/17	1.00	Mtg with Shannon
	04/13/17	2.00	Mtg with City & County staff
	04/21/17	0.50	Memo review
	04/24/17	3.00	Report edits
	04/25/17	2.00	LDC research; edits
	04/26/17	3.00	DPA review
	05/12/17	1.00	Invoicing
	06/01/17	1.00	Tele call
	06/05/17	1.00	Meeting with Shannon
	06/15/17	1.00	GIS Map edits
		27.00	
Jackowski	08/14/15	0.50	File and upload Master Agreement for HIHBZL Law Firm and Client authorization for Harrell Case and set up in BT.
Shannon	08/28/15 09/24/15 09/28/15 10/01/15 11/04/15 11/05/15 11/06/15	0.50 5.00 1.00 3.50	Created GIS Map Series; meeting with Stumpy, Edgar, Jim Hall, Dreggors, and Harrel; review of Lake County FLU policies Worked on Draft DPA and meeting with Edgar/Hall Revisions to report Updates to DPA Created Lake County FLU Map in Pre-Condition Meeting at HHBZL; revisions to report Meeting with Raymer/Gary/Glenna

		Read through Carpenter's newest appraisal; updates to DPA
		related to FLU policies and lack of access to eastern
11/16/15	6.00	remainder.
11/17/15	2,50	General edits to report
		Revisions to report to include ISBA clause/revised post
		condition based off of Regional Office Flu 2010 amendment;
11/18/15	3.00	general edits to report; meeting with Jim
		Reviewed DPA with JR Hall, spoke with Kim about report;
12/01/15	2.50	sent FLU and Zoning regulatiosn
		Telephone conference with Kim; revisions about access to
12/11/15	0.50	report
03/29/17	2.50	Revisions to report with Jim; report sent to Edgar
		Coordination with Rebecca - upcoming trial dates and
10/04/16	0.50	expert meetings
10/12/16	0.50	Coordination with Rebecca on Trial Dates
01/26/17	100	Revisions to report; teleconference with Dreggors
01/31/17	0.50	Teleconference with Abrams
03/27/17	1.00	Scheduling and review of report
		Tele conference with Bill & Rick; review of Tipton's
02/20/47	2.00	engineering report; review of JPA for language concerning
03/29/17	2.00	WPPA
		Prep for and expert witness telephone conference; calls to
		City and County to coordinate meeting to discuss property;
03/30/17	4.00	meetings scheduled for April; review of Comp Plan Policies
,,		Review of Access Management & Subdivision LDC; rural
		conservation district research with the County;
		conversation with County concerning prior subdivision
		plans; conversation with City to receive copy of JPA and JPA
04/03/17	4.00	Map
04/06/17	0.50	Email Correspondence with County
04/13/17	3.50	Travel to County & City
04/18/17	1.00	Scans of docs from the City; start to draft meeting minutes
		Continued draft of City Meeting Minutes; review of minutes
04/21/17	0.50	with Hall; compilation into pdf; sent to client
04/25/17	1.00	LDC and Comp Plan research
04/26/17	2.00	Edits to report; conference call
05/25/17	1.00	Team meeting via conference call; meeting prep
05/25/17	1.00	Review of E. Hargrove planning report; collection of Comp
05/26/17	2.50	maps for rebuttal reports
05/31/17	5.00	GIS Maps of Comp Sales
06/02/17	0.50	Delegation of map to simon; meeting
00,02,17	0.50	belogation of map to smoot, meeting
06/05/17	2.00	Set up of rebuttal; meeting with Simon; meeting with Jim

06/15/17 2.50 Comp Maps in GIS 06/16/17 1.00 Review of maps 75.00

Hardt 06/06/17 **7.50** GIS Maps

TOTAL Hours 110.00

STATEMENT OF WORK ACCOMPLISHED HARRELL & SUTHERLAND ROW 4-584.1

<u>Invoice No.</u>	Date	Amount
15829	11-05-15	2,641.70
15873	02-11-16	1,912.50
15902	04-05-16	1,687.50
16048	02-20-17	3,293.69
16088	05-02-17	1,839.67
TOTAL AMOUNT DUE:		11,375.06



Invoice Number: 15829 November 05, 2015 Page number 1

Project 4584:

Harrell & Sutherland ROW

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended October 31, 2015

Project	4584:1	Parcel 313				
Professi	onal Services	S	* 8	Hours	Rate	Amount
Chief Er	igineer/Plann	er 		11.50	\$225.00	\$2,587.50
			00	Services	Total	\$2,587.50
Reimbu	rsable Exper	ise			_	Amount
Tolls Personal	Car Mileage					\$4.20 \$50.00
				Reimbursable	Total	\$54.20
				Charges Su	btotal	\$2,641.70
				Invoice	Total	\$2,641.70

Tipton Associates Incorporated

760 Maguire Blvd Orlando, FL 32803-Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15873

February 11, 2016 Page number 1

Project 4584:

Harrell & Sutherland ROW

Gordon Harris, Esq. Harris, Harris, Bauerle et al. 1201 East Robinson Street Orlando, FL 32801

Professional Services for the period ended January 31, 2016

Project	4584:1	Par	cel 313					
Profession	onal Serv	ices				Hours	Rate	Amount
Chief En	gineer/Pla	unner				8.50	\$225.00	\$1,912.50
						Services	Total	\$1,912.50
						Charges Su	btotal	\$1,912.50
						Invoice	Total _	\$1,912.50
		-	ling Invoices Invoice	Number 15829	Date 11/5/15	Amount \$2,641.70)	
					Tot	al Unpaid Inv	oices	\$2,641.70
						Balance	Due	\$4,554.20



Invoice Number: 15902

April 05, 2016 Page number 1

Project 4584:

Harrell & Sutherland ROW

Gordon Harris, Esq. Harris, Harris, Bauerle et al. 1201 East Robinson Street Orlando, FL 32801

Professional Services for the period ended March 31, 2016

Project	4584:1	Parcel 313					
Profession	onal Servi	ces	Hours	Rate	Amount		
Chief Engineer/Planner					7.50	\$225.00	\$1,687.50
					Services	Total	\$1,687.50
					Charges Su	btotal	\$1,687.50
					Invoice	Total _	\$1,687.50
		Outstanding Invoices	Number	Date	Amount		
		Invoice	15829	11/5/15	\$2,641.7	0	
		Invoice	15873	2/11/16	\$1,912.5	0	
				Total	al Unpaid Inv	oices	\$4,554.20
					Balance	e Due	\$6,241.70



Invoice Number: 16048 February 20, 2017 Page number 1

Project 4584:

Harrell & Sutherland ROW

Gordon Harris, Esq. Harris, Harris, Bauerle et al. 1201 East Robinson Street Orlando, FL 32801

Professional Services for the period ended February 17, 2017

Project	4584:1	Parcel 313					
Professio	nal Services				Hours	Rate	Amount
Chief Eng	gineer/Planne	r			14,50	\$225.00	\$3,262.50
	₽1				Services	Total	\$3,262.50
Reimbur	sable Expen	se				*	Amount
Tolls Personal	Car Mileage	p					\$6.19 \$25.00
					Reimbursable	Total	\$31.19
					Charges Su	btotal	\$3,293.69
					Invoice	Total	\$3,293.69
	Ou	Invoice Invoice Invoice Invoice	Number 15829 15873 15902	Date 11/5/15 2/11/16 4/5/16	Amount \$2,641.70 \$1,912.50 \$1,687.50)	
				To	tal Unpaid Inv	oices _	\$6,241.70
					Balance	Due	\$9,535.39



Invoice Number: 16088

May 02, 2017 Page number 1

Project 4584:

Harrell & Sutherland ROW

Gordon Harris, Esq. Harris, Harris, Bauerle et al. 1201 East Robinson Street Orlando, FL 32801

Professional Services for the period ended April 30, 2017

Project	4584:1	Parcel 313		8			
Professio	nal Services				Hours	Rate	Amount
Chief Engineer/Planner					8.00	\$225.00	\$1,800.00
					Services	Total	\$1,800.00
Reimbur	sable Expens	e			*		Amount
Tolls Personal	Car Mileage					•	\$3.67 \$36.00
					Reimbursable	Total	\$39.67
					Charges Sul	ototal	\$1,839.67
		*(Invoice '	Total	\$1,839.67
â	Outs	Invoice Invoice Invoice Invoice Invoice Invoice	Number 15829 15873 15902 16048	Date 11/5/15 2/11/16 4/5/16 2/20/17	Amount \$2,641.70 \$1,912.50 \$1,687.50 \$3,293.69))	
				Tot	tal Unpaid Inv	oices _	\$9,535.39
					Balance	Due _	\$11,375.06

STATEMENT OF WORK ACCOMPLISHED HARRELL & SUTHERLAND ROW 4-584,1

Invoice No. 15829, November 5, 2015 - \$2,641.70

09/29-30/15	William E. Tipton Jr. (WTJ) downloaded and reviewed information from CFX
	site, reviewed plans and appraisal (2.0 hours)
10/07-08/15	WTJ worked on draft letter report and drawings (2.0 hours)
10/13-14/15	WTJ worked on draft letter report and drawings (5.5 hours)
10/17/15	WTJ conducted field review (2.0 hours)

Invoice No. 15873, February 11, 2016 - \$1,912.50

11/04-05/15	William E. Tipton, Jr. (WTJ) worked on draft letter report and drawings, attended
	team meeting at attorney's office (4.5 hours)
12/15-16/15	WTJ reviewed VHB report and corresponded with Rick Dreggors regarding VHB
	report, updated draft letter report and drawings (2.0 hours)
01/06/16	WTJ updated draft letter report and drawings (2.0 hour)

Invoice No. 15902, April 5, 2016 - \$1,687.50

03/14/16	William E. Tipton, Jr. (WTJ) corresponded with team (1.0 hour)
	WTJ prepared final reports and drawings, emailed final reports and drawings to
	attorney (6,5 hours)

STATEMENT OF WORK ACCOMPLISHED HARRELL & SUTHERLAND ROW 4-584.1

Invoice No. 16048, February 20, 2017 - \$3,293.69

01/26-27/17 William E. Tipton, Jr. (WTJ) corresponded with Rick Dreggors on VHB report and additional cost estimates needed for his appraisal, prepared cost estimate quantities for utility extensions to the remainder parcel and the reconstruction of Coronado Somerset Dr. to County standards (5.5 hours)

01/30/17 WTJ prepared cost estimate quantities for utility extensions to the remainder parcel and the reconstruction of Coronado Somerset Dr. to County standards (1.5 hours)

02/06-08/17 WTJ reviewed construction of SR 429 improvements and potential utility extension routes, prepared engineers cost estimates for the extension of public utilities to the Parcel 313 east and west remainders and the cost to reconstruct Coronado Somerset Drive to county standards, emailed to Rick Dreggors (7.5 hours)

Invoice No. 16088, May 2, 2017 - \$1,839.67

03/28-30/17 William E. Tipton, Jr (WTJ) updated letter report to include engineer's cost estimates and additional items requested by the team, met at Rick Dreggor's office to review VHB and TAI reports, field review of SR 453 construction status and east remainder 50' ROW accessibility, participated in team conference call (7.0 hours)

04/26/17 WTJ prepared final signed and sealed report (1.0 hour)

FIFTH

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

body politic and corporate, and an agency of the state under the laws of the State of Florida.	
)	Subdivision
Petitioner,	Parcel 33
Deborah Day Bracelowd, et. al.	
Respondent(s).	
MEDIATED SETTLEMENT AG	CREEMENT
At the Mediation Conference held on June Respondent(s), Harrell & Surtherland Deve representatives of the Central Florida Expressway Authorit Agreement:	ne 27, 2017 Ipproved to Company, and ity reached the following Settlement
1. Petitioner will pay to Respondent(s), Hard Derelopment (company) (referred to as "Respondent") the sum of Seven Hundrand (control of 100) exactly (\$ 770,000.000), in full settlement of all claim whatsoever for the taking of Parcel 313 claims related to real estate and business damages, severance fees and litigation costs, expert witness fees, and costs. The claims of apportionment by any party in this case having a subject property. Petitioner previously deposited in the Regards estimate in Two Hundred Seventy Note Industry (30) Petitioner's counsel of a conformed copy of the Stipulated Fire Respondent, by deposit in the Registry of the Court the sum of Thousand and Seventy and of 100 exactly (\$ 490,000.00), representing the difference referenced above and the Petitioner's previous deposit in this 2. This Settlement Agreement will be placed of ("ROW") Committee and Central Florida Expressway conditioned upon final approval by the ROW Committee and	Dollars ims for compensation from Petitioner, including statutory interest and all ce damages, tort damages, attorney's he settlement sum may be subject to a property interest in or a lien on the gistry of the Court Petitioner's good the amount of

- 3. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.
- The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.
- 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 , severance damages. business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.
- 7. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, Florida Statutes (2016).
- Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

9.

Mediator

9. This Settlement Agreement, example day of JUNC, 2017, contain	recuted by the parties and their counsel on this all the agreements of the parties.
Print Name: Unda Lanosa Central Florida Expressway Authority	Print Name: Robert S. Hall Ples Owner
Print Name: Suzanne Drisco II Counsel for CFX	Print Name: Owner
Print Name: LAurence & Gendrice	Print Name: Edgar Lor

Attorney for Owner

E.1.

Chairman's Report

THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

CFX Board Members

FROM:

Michael Carlisle, Director of Accounting and Finance

DATE:

August 22, 2017

RE:

July 2017 Financial Reports

Attached please find the July 2017 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS FOR THE MONTH ENDING JULY 31, 2017 AND YEAR-TO-DATE

	FY 18 MONTH ACTUA		FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	FY 18 YEAR-TO-DATE % VARIANCE	FY 17 - 18 YEAR-TO-DATE COMPARISON
			-				
REVENUES							
TOLLS	\$ 36,008			\$ 34,492,272	\$ 1,516,565	4.4%	6.0%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S		,381 332,407	424,381	332,407	91,974	27.7%	29.0%
TRANSPONDER SALES		,048 17,329	24,048	17,329	6,719	38.8%	33.3%
OTHER OPERATING	40	,348 18,073	40,348	18,073	22,275	123.3%	2.3%
INTEREST		,507 337,464	338,507	337,464	1,043	0.3%	-25.4%
MISCELLANEOUS	97	100 84,100	97,100	84,100	13,000	15.5%	1.0%
TOTAL REVENUES	36,933	,222 35,281,645	36,933,222	35,281,645	1,651,577	4.7%	5.8%
O M & A EXPENSES							
OPERATION\$	1,835	,061 1,906,570	1,835,061	1,906,570	71,509	3.8%	11.8%
MAINTENANCE	88	,658 187,285	88,658	187,285	98,628	52.7%	-26,5%
ADMINISTRATION	397	,394 465,447	397,394	465,447	68,052	14.6%	4.5%
OTHER OPERATING		·	-	100			:: :::::::::::::::::::::::::::::::::::
TOTAL O M & A EXPENSES	2,321	,113 2,559,302	2,321,113	2,559,302	238,189	9.3%	8.3%
NET REVENUES BEFORE DEBT SERVICE	34,612	,109 32,722,343	34,612,109	32,722,343	1,889,766	5.8%	5.7%
COMBINED NET DEBT SERVICE	13,883	,742 14,158,164	13,883,742	14,158,164	274,422	1.9%	-2.5%
NET REVENUES AFTER DEBT SERVICE	\$ 20,728	\$ 18,564,179	\$ 20,728,367	\$ 18,564,179	\$ 2,164,188	11.7%	12.0%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2017 FOR THE MONTH ENDING JULY 31, 2017 AND YEAR-TO-DATE

	 FY 2017 ACTUAL		FY 2017 BUDGET	V	VARIANCE	FY 17 YEAR-TO-DATE % VARIANCE
Operations	\$ 1,835,061	\$	1,906,570	\$	71,509	3.8%
Maintenance	88,658		187,285		98,628	52.7%
Administration	397,394		465,447		68,052	14.6%
Other Operating	(# <u></u>	_	¥8	-	<u> </u>	
Total O M & A	\$ 2,321,113	\$	2,559,302	\$	238,189	9.3%
Capital Expenditures						
Operations	\$ 9 7 2	\$	3.			0.0%
Maintenance	r e r		3,167		3,167	100.0%
Administration		_	5,833	_	5,833	100.0%
Total Capital Expenditures	\$ () =)	\$	9,000	\$	9,000	100.0%

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Central Florida Expressway Authority Operations - Comparison of Actual to Budget For the One Month Ending July 31, 2017

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	32,358	37,705	5,347	14.18%
Image Review	296,757	287,162	(9,594)	-3.34%
Special Projects	4,703	16,457	11,754	71.42%
Information Technology	149,953	151,156	1,203	0.80%
E-PASS Service Center	726,231	709,805	(16,426)	-2.31%
Public Outreach/Education	9,420	27,430	18,010	65.66%
Subtotal CFX	1,219,422	1,229,715	10,294	0.84%
Plazas	615,639	676,855	61,216	9.04%
Subtotal Toll Facilities	615,639	676,855	61,216	9.04%
Total Operations Expenses	1,835,061	1,906,570	71,509	3.75%



Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the One Month Ending July 31, 2017

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	49,253	79,019	29,766	37.67%
Traffic Operations	39,404	99,366	59,962	60.34%
Routine Maintenance	0	12,067	12,067	100.00%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	88,658	190,452	101,794	<u>53.45%</u>



Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the One Month Ending July 31, 2017

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	29,072	35,474	6,403	18.05%
Administrative Services	159,627	176,700	17,073	9.66%
Communications	21,271	29,584	8,313	28.10%
Human Resources	6,704	16,714	10,010	59.89%
Supplier Diversity	10,475	15,935	5,459	34.26%
Accounting	56,178	101,766	45,588	44.80%
Records Management	12,507	14,993	2,487	16.58%
Construction Administration	3,269	5,250	1,981	37.74%
Procurement	27,957	33,572	5,615	16.72%
Legal	33,981	34,795	814	2.34%
Internal Audit	0	0	0	0.00%
525 Magnolia	2,840	2,856	16	0.57%
Plans Production	3,514	3,641	127	3.49%
Grand Total Expenses	367,394	471,280	103,886	22.04%
	N=====================================	4		-

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON FOR THE MONTH ENDING JULY 31, 2017 AND YEAR-TO-DATE

	FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 36,008,837	\$ 34,492,272	\$ 1,516,565	\$ 33,958,274	\$ 31,092,448	\$ 2,865,826	\$ (1,349,261)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	424,381	332,407	91,974	329,050	249,104	79,946	12,028
TRANSPONDER SALES	24,048	17,329	6,719	18,038	40,731	(22,693)	29,412
OTHER OPERATING	40,348	18,073	22,275	39,458	22,174	17,284	4,991
INTEREST	338,507	337,464	1,043	453,519	203,873	249,646	(248,603)
MISCELLANEOUS	97,100	84,100	13,000	96,100	95,193	907	12,093
TOTAL REVENUES	36,933,222	35,281,645	1,651,577	34,894,439	31,703,523	3,190,916	(1,539,339)
OM&AEXPENSES							
OPERATIONS	1,835,061	1,906,570	71,509	1,641,785	1,684,537	42,752	28,757
MAINTENANCE	88,658	187,285	98,628	120,599	146,589	25,990	72,638
ADMINISTRATION	397,394	465,447	68,052	380,312	440,498	60,186	7,866
OTHER OPERATING				 			
TOTAL O M & A EXPENSES	2,321,113	2,559,302	238,189	2,142,696	2,271,624	128,928	109,261
NET REVENUES BEFORE DEBT SERVICE	34,612,109	32,722,343	1,889,766	32,751,743	29,431,899	3,319,844	(1,430,078)
COMBINED NET DEBT SERVICE	13,883,742	14,158,164	274,422	14,243,609	14,400,219	(156,610)	431,032
NET REVENUES AFTER DEBT SERVICE	\$ 20,728,367	\$ 18,564,179	\$ 2,164,188	\$ 18,508,134	\$ 15,031,680	\$ 3,476,454	\$ (1,312,266)

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING JULY 31, 2017 AND YEAR-TO-DATE

	FY 18 MONTH ACTUAL	FY 17 MONTH ACTUAL	FY 17 - 17 SAME MONTH COMPARISON	FY 18 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE ACTUAL	FY 17 - 18 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 36,008,837	\$ 33,958,274	\$ 2,050,563	\$ 36,008,837	\$ 33,958,274	\$ 2,050,563
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	424,381	329,050	95,331	424,381	329,050	95,331
TRANSPONDER SALES	24,048	18,038	6,010	24,048	18,038	6,010
OTHER OPERATING	40,348	39,458	890	40,348	39,458	890
INTEREST	338,507	453,519	(115,012)	338,507	453,519	(115,012)
MISCELLANEOUS	97,100	96,100	1,000	97,100	96,100	1,000
TOTAL REVENUES	36,933,222	34,894,439	2,038,783	36,933,222	34,894,439	2,038,783
O M & A EXPENSES						
OPERATIONS	1,835,061	1,641,785	193,276	1,835,061	1,641,785	193,276
MAINTENANCE	88,658	120,599	(31,941)	88,658	120,599	(31,941)
ADMINISTRATION	397,394	380,312	17,082	397,394	380,312	17,082
OTHER OPERATING			247			
TOTAL O M & A EXPENSES	2,321,113	2,142,696	178,417	2,321,113	2,142,696	178,417
NET REVENUES BEFORE DEBT SERVICE	34,612,109	32,751,743	1,860,366	34,612,109	32,751,743	1,860,366
COMBINED NET DEBT SERVICE	13,883,742	14,243,609	(359,867)	13,883,742	14,243,609	(359,867)
NET REVENUES AFTER DEBT SERVICE	\$ 20,728,367	\$ 18,508,134	\$ 2,220,233	\$ 20,728,367	\$ 18,508,134	\$ 2,220,233

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report September, 2017

TOLL TRANSACTION INTEROPERABILITY AND PROCESSING AGREEMENT

The Toll Transaction Interoperability and Processing Agreement has been executed by all parties and went into effect on August 24, 2017.

REGIONAL TRANSPORTATION SUMMIT

The Central Florida Leadership Forum hosted a Regional Transportation Summit on August 24, 2017. The Central Florida Transportation Task Force rolled out their final report focused on improved multi-modal regional transportation connectivity. Representatives from CFX, Metroplan Orlando, Florida's Turnpike, Orlando International Airport, Brightline, Space Florida, LYNX, SunRail and FDOT District 5 participated in the event. The Central Florida Transportation Task Force will present their final findings and recommendations to the CFX Board on October 12.

CONSTRUCTION SAFETY

CFX staff met with Florida Highway Patrol's Captain Chris Sorvillo, Public Information Officer, Sergeant Kim Montes, and Community Safety Officer Steven Montiero in August to discuss a joint construction zone safety campaign. We agreed to work together in partnership on a variety of fronts to help our community safely navigate construction zones.

Staff and FHP discussed extending the Road Ranger program hours to 10:00 p.m. (currently 6:00 am – 8:00 pm), adding another Road Ranger to patrol the busiest CFX construction zones, and extending Road Ranger hours when downtown events run later than 10:00 pm. FHP and Road Rangers work in partnership to manage crashes and disabled vehicles. Board approval for these suggestions will be discussed at the October Board meeting.

FDOT District 5 and CFX are working together to locate CFX staff at the Regional Traffic Management Center so that CFX has a direct role in traffic and incident oversight at the Center.

FHP construction zone safety handouts will be distributed in cash toll lanes and Reload lanes. CFX invoices and billing statements will include construction zone safety messages as well.

The Communications Department will work with FHP and the Construction Department to develop unique and powerful ads and messages for bill boards and public service announcements related to work zone safety this fall.

COMMUNITY EVENTS/MEETINGS

- Aug 16 GOAA
- Aug 16 I-4 Ultimate Public Involvement Committee Project Management Meeting
- Aug 17 Senator Stewart Transportation Roundtable
- Aug 23 Community Advisory Committee Metroplan Orlando
- Aug 23 Lake Sumter MPO
- Aug 24 Central Florida Leadership Forum Regional Transportation Summit
- Aug 25 OBJ Doing Business in Brevard County
- Aug 25 Hispanic Chamber of Commerce Expo Matchmaker
- Aug 29 SR 417 Widening Project between Econ and Orange/Seminole Public Meeting
- Aug 30 Central Florida Commuter Rail Commission
- Aug 30 I-4 Ultimate PIC Project Management Meeting
- Aug 30 Rotary Club of Seminole County Sunset



PERFORMANCE DASHBOARD

JULY 2017

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center: East	8,857	10,677	2:32	<5m
Service Center: West	4,099	3,990	1:56	<5m ■
SERVICE CENTER: MINUTI	E INTERVALS	<5 ■ 5-6 ■	6-7 7-8	8-9 9+
SERVICE CENTER: MINUTI	E INTERVALS 76,474	<5 ■ 5-6 ■ 74,947	6-7 7-8 0:57	8-9 9+ 9+
	76,474			

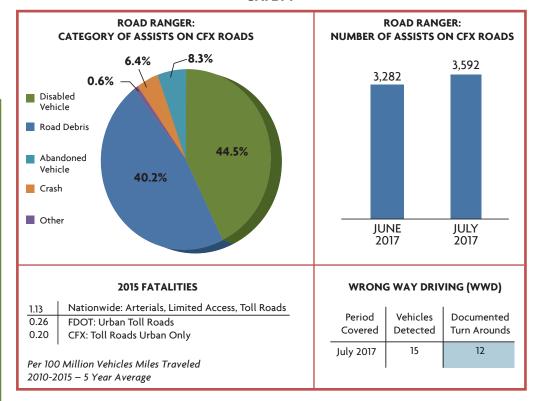
AVERA	AVERAGE SPEED: PEAK DIRECTION		AM Peak (6-9)	PM Peak (4-7)
		mph	Avg mph	Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	57	52
SR 417	Int'l Dr. to Seminole Co. Line	55-70	67	61
SR 528	Sand Lake Rd. to SR 520	70	65	62
SR 429	Seidel Rd. to SR 414	70	67	63
SR 451	SR 429 to US 441	65	61	65
SR 414	US 441 to US 441	65	64	63

MAJOR CONSTRUCTION PROJECTS

LEGEND: <10 11 -20 >/= 21

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.3	\$31.1	86%	94%	
SR 429 Systems Interchange	\$82.3	\$60.4	73%	77%	
SR 429, US 441 to North of Ponkan Rd.	\$56.5	\$55.0	97%	101%	
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.9	\$46.3	99%	100%	
SR 453, Lake County Line to SR 46	\$49.5	\$33.1	67%	69%	
SR 528/Innovation Way Interchange	\$61.6	\$47.5	77%	61%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$23.4	61%	63%	
LEGEND: Spent vs. Time <10 11-20 >/= 2	21				

SAFETY

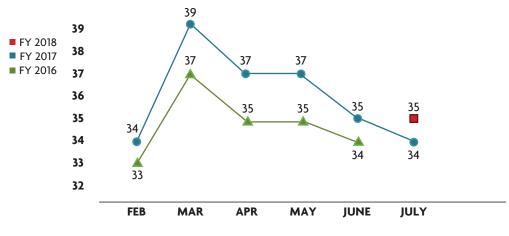


FINANCIALS

FINANCIALS			
FY to Date	Actual	Budget	VAR
Total Revenue	\$36.9	\$35.3	5%
OM&A Expenses	\$2.3	\$2.6	9%
Net Revenue	\$20.7	\$18.6	12%

DEBT SERVICE		
Year to Date	Actual	Budget
Senior Lien	2.23	2.23
Subordinate Lien	2.13	2.12

TOTAL TRANSACTIONS ON CFX SYSTEM (millions)



F. 1.



SETTLEMENT SUMMARY

- \$22,195,348.85.
- Resolves all issues.
- Resolves all parcels 197/897, 230, 257, and 267.
- Release of CFX from all current and future liability.
- Eliminates additional attorneys' fees and costs.





SUMMARY

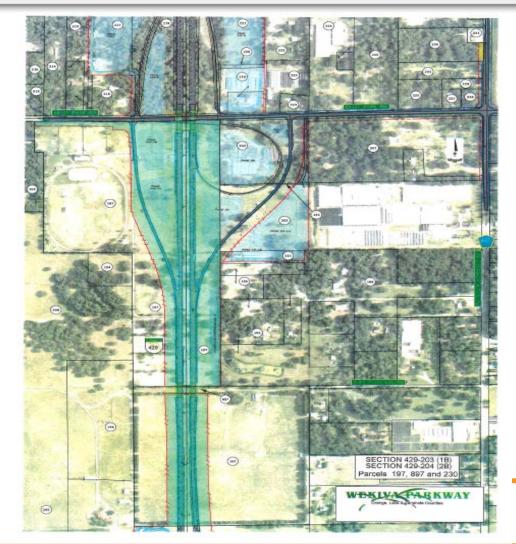
	CFX's Appraised	Owner's Appraised	Settlement Offer
	Value	Value or Demand	
Parcels 197/897 (43.8 ac)	\$11,730,000	\$31,145,340	\$18,708,781
Parcel 230 (4.396 ac)	\$19,600	\$88,236	\$53,918
Parcels 257/267 (12.03 ac)	\$484,900.00	\$1,589,705	\$1,037,301
Subtotal - Appraised	\$12,234,500	\$32,823,281	\$19,800,000
Values			
Statutory Attorneys' Fees			
• Parcels 197/897		\$3,953,068	\$1,465,756.20
Parcel 230		\$22,650	\$11,324.94
• Parcels 257/267		\$271,551	\$133,450.25
Subtotal – Attorneys' Fees		\$4,247,269	\$1,610,531.39
Owner's Expert Fees			
• CCP		\$26,741.00	
 Ivey Planning Gr oup 		\$9,941.25	
Rahenkamp Total:		\$6,658.95	
Tropical Reality		\$25,005.56	
• Cantrell		\$223,398.60	
• HHBZL		\$28,596.60	
• VBH		\$162,786.76	
Sherma (Peer)		\$151,688.69	
Subtotal - Expert Fees		\$634,817.41	\$545,282.58
Lender's Trust Account			\$239,534.88
Total		\$37,705,367+	\$22,195,348.85





PARCEL 197/897

	CFX	Project Orlando
Highest and Best Use	Future development for mixed use consistent with the approved DRI, as dictated by demand.	Subdivision for a mixed use development.
Parent Tract Size	102 acres	102 acres
Nature of taking	Partial	Partial
Land Taken	43.8/SF	43.8/SF
Remainder	58.2 acres	58.2 acres
Before value - \$/SF	\$5.00/SF	\$7.90/SF
Value Indication-Land taken	\$9,568,600.00	\$15,059,027.00
Damages	\$2,161,400.00	\$16,086,313
Total	\$11,730,000.00	\$31,145,340.00







PARCEL 230

	CFX	Project Orlando
Highest and Best Use	Agricultural use until such time as demand for future neighborhood commercial development permits	Hold as an investment for future commercial development
Parent Tract Size	4.546 acres	4.546 acres
Nature of taking	Total	Partial
Land Taken	6,536 SF	6,536 SF
Remainder	4.396 acres	4.396 acres
Before value - \$/SF	\$3.00/SF	\$13.50/SF
Value Indication-Land taken	\$19,600	\$88,236
Damages	0	0
Total	\$19,600	\$88,236





PARCELS 257 AND 267

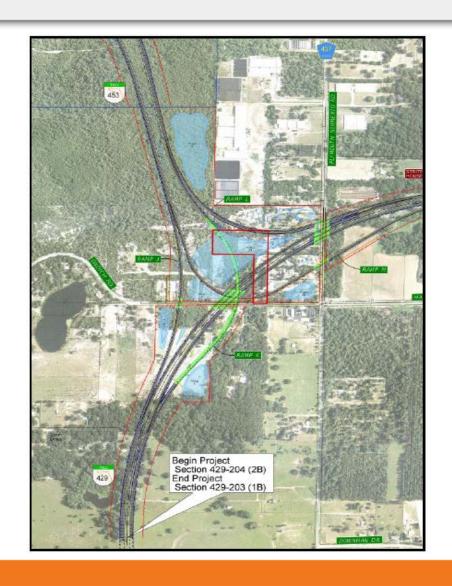
	CFX	Project Orlando
Cantrell uses a larger parent		Parcels 257 & 267 combined
tract and calls this a partial		
taking. Carpenter analyzes as a		
total taking.		
Highest and Best Use	Agricultural or future	Hold as an investment for
	residential use as dictated	future residential
	by demand.	development
Parent Tract Size, Parcel 257	7.43 acres	43.267 acres
Parcel 267	35.837 acres	
Nature of taking, Parcel 257	Total	
Parcel 267	Partial	Partial
Land Taken, Parcel 257	7.43 acres	12.027 acres
Parcel 267	4.597 acres	
Remainder, Parcel 257	0.00	
Parcel 267	31.240	31.240 acres
Before value - \$/SF	.74/SF	\$1.32/SF
Value Indication- Land taken		
Parcel 257	\$237,800	
Parcel 267	\$247,100	
Combined		\$691,552
Damages, Parcel 257	0	
Parcel 267	0	\$898,150
Total	\$484,900	\$1,589,705

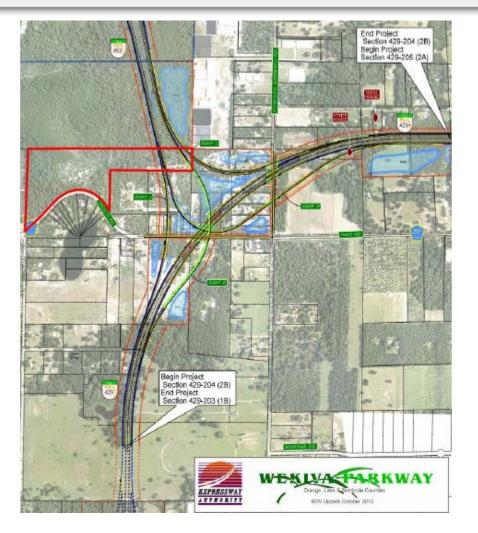




PARCEL 257

PARCEL 267







REQUESTED MOTION

Approval of recommended all-inclusive settlement offer of \$22,195,348.85 and authorization to execute all-inclusive stipulated final judgment.



Settlement Offer Received as to Parcels 197/897, 230, 257, and 267 Bullet Points

- Where are the five parcels?
 - o Parcel 197 has frontage on south Kelly Park Road

Parent Tract: 102 acres

Remainder: 58 acres

- o Parcel 897 is an easement for the Expressway Bridge over Joey McGuckin Road
- o Parcel 230 is a strip taking (of 6,536 s.f.) from a 4.546-acre tract with frontage on the west side of Plymouth Sorrento Rd.
- o Parcel 257 is a total taking of 7.43 acres just north of Haas Road
- o Parcel 267 is just north of Ondich Road

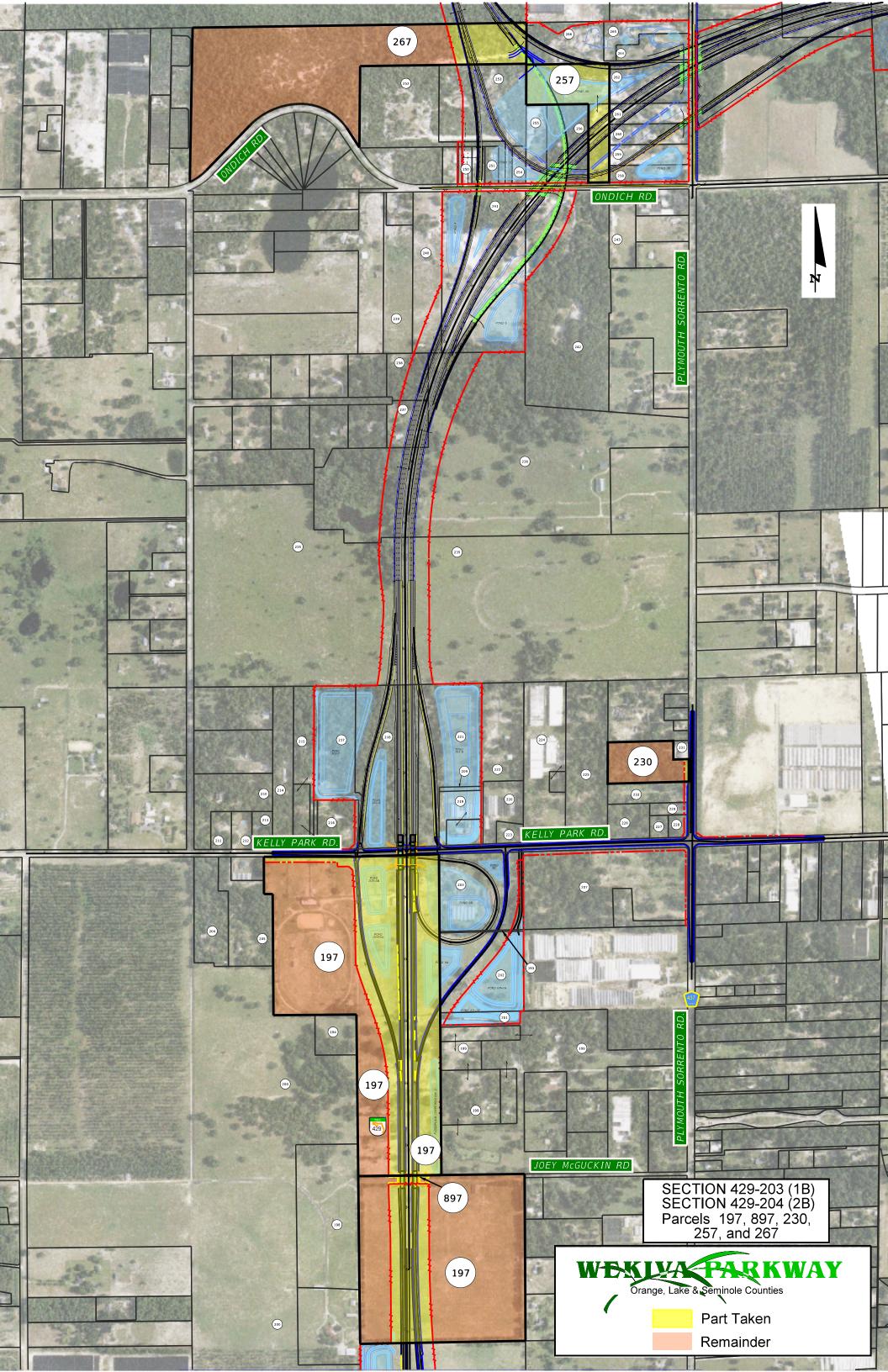
Parent Tract: 35.837 acres

Remainder: 31.240 acres

- What was taken?
 - o 5 parcels (merged into 3 cases)
 - o With just over 60 acres.
- Who owns or has an interest in the property?
 - o Project Orlando LLC is the owner.
 - o The lender, PSP/MRC, has a mortgage in excess of \$70 million, which is in default.
 - o A foreclosure case is pending.
 - The lender filed a motion to assume the prosecution of the eminent domain cases.
- Comparison of Land Values of all 5 Parcels
 - o CFX's appraised values total \$12,234,500.
 - o Project Orlando's appraised values total \$32,823,281.
- Trial Schedule
 - o First Trial (parcels 197/897): September 11, 2017.
 - Next Trial: Parcels 230 and 257/267 will be set for trial next year in front of a different judge
- Potential Exposure
 - o Project Orlando's trial positions plus fees and costs are in excess of \$37,705,367.
 - Additional exposure to Project Orlando or the Lender for:
 - Expert fees and costs for trial and ongoing litigation
 - Additional fees and costs associated with apportionment, appeals, and interest.
 - Additional expenditures for CFX's attorney's fees, expert fees and costs
- Settlement Offer (\$22,195,348.85) from both Project Orlando and the Lender
 - o Resolves all 5 parcels and the pending appeal

- o Resolves CFX's liability for apportionment proceedings
- o Includes a release from Project Orlando and the Lender of all claims against CFX.
- o Consists of:
 - Compensation for all 5 parcels totaling \$19,800,000
 - 61.8% above CFX's appraised values
 - Beats the split by about \$2.7 million
 - Statutory Attorney's Fees of \$1,610,531.39
 - Expert Fees and Costs of \$545,282.58
 - Reduced by \$89,535 or by about 14%
 - Amount to Lender's Trust Account: \$239,534.88
- Time Frame and Process to Consider the Settlement Offer
 - o Because the trial starts on September 11, 2017, a Right of Way Committee meeting followed by a Board meeting need to be scheduled during the week of September 5th
 - o Publish the notice at least 7 days in advance of the meeting.

	CFX's Appraised	Project Orlando's	Settlement Offer
D 1 107/007 (12 0	Value	Appraised Value	
Parcels 197/897 (43.8 ac)	\$11,730,000	\$31,145,340	\$18,708,781
Parcel 230 (4.396 ac)	\$19,600	\$88,236	\$53,918
Parcels 257/267 (12.03 ac)	\$484,900.00	\$1,589,705	\$1,037,301
Subtotal - Appraised Values	\$12,234,500	\$32,823,281	\$19,800,000
Statutory Attorney's Fees			
 Parcels 197/897 		\$3,953,068	\$1,465,756.20
Parcel 230		\$22,650	\$11,324.94
 Parcels 257/267 		\$271,551	\$133,450.25
Subtotal - Attorney's Fees		\$4,247,269	\$1,610,531.39
Project Orlando's Expert Fees			
• CCP		\$26,741.00	
Ivey Planning Group		\$9,941.25	
Rahenkamp Total:		\$6,658.95	
Tropical Reality		\$25,005.56	
Cantrell		\$223,398.60	
HHBZL		\$28,596.60	
• VBH		\$162,786.76	
Sherma (Peer)		\$151,688.69	
Subtotal - Expert Fees		\$634,817.41	\$545,282.58
Lender's Trust Account			\$239,534.88
Total		\$37,705,367+	\$22,195,348.85



PARCEL NO.: 197 AND 897

OWNER:

PROJECT ORLANDO, LLC

PROJECT:

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

CITY/COUNTY: APOPKA/ORANGE

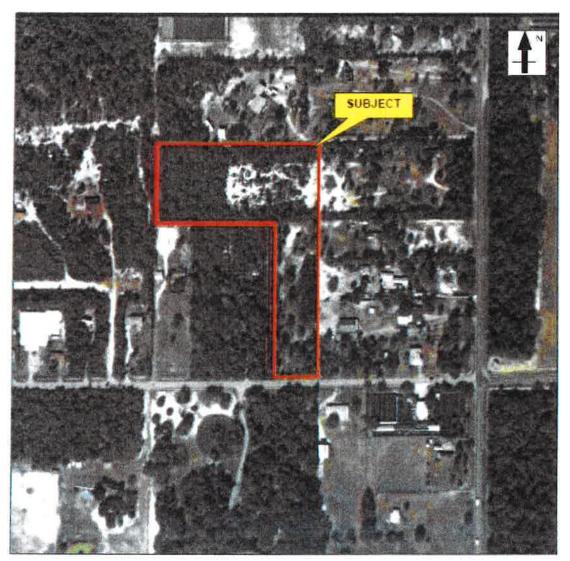




Approximate Representation Source Orange Gounty Property Appraiser

PARCEL NO.: 230

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



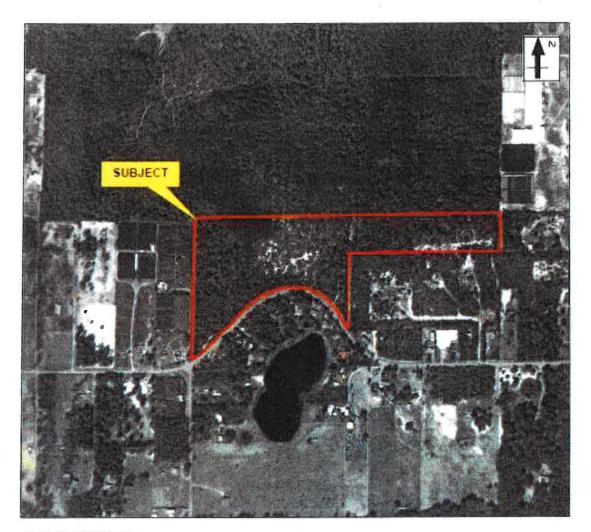
Approximate Representation
Source: Orange County Property Appraiser

PARCEL NO.: 257

OWNER:

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

CITY/COUNTY: APOPKA/ORANGE



Approximate Representation Source: Orange County Property Appraiser

PARCEL:

267

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

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: August 28, 2017

RE: Project Nos.: 429-203 and 429-204; Project Orlando, LLC; Parcels 197/897, 230, 257

and 267; Settlement of all claims including compensation, attorneys' fees, costs,

apportionment claims, and supplemental proceedings

INTRODUCTION

This matter involves a comprehensive proposed settlement of all claims by Respondents, Project Orlando, LLC ("Project Orlando") and PSP/MRC Debt Portfolio S-1, L.P. ("PSP"), the lender, including claims for compensation, interest, attorneys' fees, expert fees, costs, and apportionment claims which was presented to the Central Florida Expressway Authority Right of Way Committee at a special meeting on September 5, 2017. If the Right of Way Committee recommends that the Board approve their settlement offer, this memorandum is provided to the Board for its consideration of the offer. If the Right of Way Committee rejects the settlement offer, no further action is required concerning this memorandum.

After a second mediation conference, settlement discussions with counsel for Project Orlando and PSP, who holds a mortgage that may be in excess of \$70 million and has a pending foreclosure action against Project Orlando, and meetings with senior staff of the Central Florida Expressway Authority ("CFX"), Project Orlando and PSP have presented CFX an all-inclusive settlement offer of Twenty-Two Million One Hundred Ninety-Five Thousand Three Hundred Forty-Eight and 85/100 Dollars (\$22,195,348.85), including interest, attorneys' fees, expert fees, costs, and apportionment as articulated in the attached proposed Stipulated Final Judgment signed by both Project Orlando and PSP.

The proposed Stipulated Final Judgment includes an allocation of the all-inclusive settlement into compensation for the land, for attorney's fees, and for expert fees and costs, and for an additional unallocated sum. The proposed Stipulated Final Judgment also includes PSP's intention to assert a claim against all of the funds deposited. More importantly to CFX, the proposed Stipulated Final Judgment states that full compensation is resolved and that the

Respondents release CFX from any and all claims. This is a global all-encompassing settlement of all parcels.

PROCEDURAL HISTORY

At the time of this memorandum, the valuation trial regarding Parcels 197/897 is scheduled on the September 2017 trial docket in front of Judge Janet C. Thorpe. CFX has moved to set the valuation trial regarding Parcels 230, 257 and 267, and the Court has deferred setting those cases for trial pending resolution of the valuation trial regarding 197/897. The Court has not decided whether it will schedule one trial or multiple trials for the remaining Parcels.

We were retained as right-of-way counsel in the last quarter of 2016 to represent CFX in the condemnation cases for these Parcels. At that time, the case had previously been set for trial in March of 2016. The Court's order setting the original trial for March of 2016 established discovery cut-off dates, deadlines for filing pretrial motions, and otherwise complying with the pretrial compliance. Expert witnesses were already retained on behalf of CFX.

The case was reset for trial on the March 2017 trial docket. Due to hospitalization of counsel for Project Orlando, the case was continued until September 2017. The case has been mediated twice, both Court-ordered mediations having resulted in impasses. Despite these impasses, counsel for the parties continued settlement discussions to arrive at a resolution of all claims and issues for all parcels. Right of way counsel's direction in these negotiations was to assure that the settlement offer presented by the Respondents resolved all current and future claims for compensation, attorneys' fees, expert witness fees and costs, appellate issues, and CFX'S obligation to pay attorneys' fees and costs in all apportionment and supplemental proceeds.

The trial will involve issues relating to the value of the property before the taking and severance damages. Regarding the before value, significant issues will be raised concerning the property's highest and best use and the influence of the knowledge of the Wekiva Parkway project on market value. There will also be issues regarding the appropriateness of the approaches to value utilized by the appraisers for both parties. Evidence at trial will require the expertise of witnesses in the areas of real estate appraising, land planning, and civil engineering.

PSP has asserted that under the mortgage documents it has the right to assume the prosecution of the condemnation case. It filed a motion to assume the prosecution which was denied by the Court as untimely. The Court did not rule on the merits of that motion. PSP also contends that all of the condemnation proceeds, including attorneys' fees and expert fees, were assigned by Project Orlando to PSP.

Based upon our review of the issues in the case and the relationship of Project Orlando and PSP, there is a significant likelihood of further appellate review.

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.

The legal description of Parcel 897 which was attached to the CFX Resolution of Necessity and Stipulated Order of Taking included a metes and bounds description of Parcel of 897. The description omitted a term sheet to specify the rights acquired by CFX and remaining with the owner of the servient estate, Project Orlando. After we were retained as right-of-way counsel, we moved to amend the Order of Taking to include a term sheet to specify these rights. The Court denied that motion.

The parent tract for Parcel 230 is 4.546±. Parcel 230 is a taking of an irregular shape with 181 feet of frontage along the west side of Plymouth Sorrento Road containing approximately 6,536± SF, leaving a remainder of approximately 4.396± acres.

Parcel 257 is a total taking containing of 7.43± acres.

The parent tract for Parcel 267 is 35.837±. Parcel 267 is a taking of an irregular shape with 1,750± feet of frontage along the north side of Ondich Road containing approximately 4.597± acres leaving a remainder of approximately 31.240± acres.

CFX'S AND PROJECT ORLANDO'S APPRAISAL REPORTS

CFX's real estate appraiser is Walter N. Carpenter, MAI, and Project Orlando's real estate appraiser is Heyward M. Cantrell, MAI. CFX's and Project Orlando's appraisal reports are summarized in the following table:

PARCELS 197/897

	Carpenter – CFX	Cantrell – Project Orlando
Highest and Best Use	Future development for mixed use consistent with the approved DRI, as dictated by demand.	Future development for mixed use consistent with the approved DRI, as dictated by demand.
Parent Tract Size	102 acres	102 acres
Nature of taking	Partial	Partial
Land Taken	43.8/SF	43.8/SF
Remainder	58.2 acres	58.2 acres
Before value - \$/SF	\$5.00/SF	\$7.90/SF

20-7	Carpenter – CFX	Cantrell – Project Orlando
Value Indication-Land taken	\$9,568,600.00	\$15,059,027.00
Damages	\$2,161,400.00	\$16,086,313
Total	\$11,730,000.00	\$31,145,340.00

PARCEL 230

	Carpenter – CFX	Cantrell – ProjectOrlando
Highest and Best Use	Agricultural use until such time as demand for future neighborhood commercial development permits	Hold as an investment for future commercial development
Parent Tract Size	4.546 acres	4.546 acres
Nature of taking	Total	Partial
Land Taken	6,536 SF	6,536 SF
Remainder	4.396 acres	4.396 acres
Before value - \$/SF	\$3.00/SF	\$13.50/SF
Value Indication-Land taken	\$19,600	\$88,236
Damages	0	0
Total	\$19,600	\$88,236

PARCELS 257 AND 267

	Carpenter – CFX	Cantrell – ProjectOrlando
Cantrell uses a larger parent		Parcels 257 & 267 combined
tract and calls this a partial		1
taking. Carpenter analyzes as		
a total taking.		
Highest and Best Use	Agricultural or future	Hold as an investment for
2	residential use as dictated by	future residential
	demand.	development
Parent Tract Size, Parcel 257	7.43 acres	43.267 acres
Parcel 267	35.837 acres	
Nature of taking, Parcel 257	Total	
Parcel 267	Partial	Partial
Land Taken, Parcel 257	7.43 acres	12.027 acres
Parcel 267	4.597 acres	
Remainder, Parcel 257	0.00	
Parcel 267	31.240	31.240 acres
Before value - \$/SF	.74/SF	\$1.32/SF
Value Indication- Land taken		
Parcel 257	\$237,800	
Parcel 267	\$247,100	
Combined		\$691,552

	Carpenter – CFX	Cantrell – ProjectOrlando
Damages, Parcel 257	0	
Parcel 267	0	\$898,150
Total	\$484,900	\$1,589,705

PROPOSED FINAL JUDGMENT SUMMARY

	and the same of th		
	CFX's Appraised	Owner's Appraised	Settlement Offer
	Value	Value or Demand	tuine to the state of the state
Parcels 197/897 (43.8 ac)	\$11,730,000	\$31,145,340	\$18,708,781
Parcel 230 (4.396 ac)	\$19,600	\$88,236	\$53,918
Parcels 257/267 (12.03 ac)	\$484,900.00	\$1,589,705	\$1,037,301
Subtotal - Appraised Values	\$12,234,500	\$32,823,281	\$19,800,000
Statutory Attorney's Fees	ANIAN		
• Parcels 197/897		\$3,953,068	\$1,465,756.20
Parcel 230		\$22,650	\$11,324.94
• Parcels 257/267		\$271,551	\$133,450.25
Subtotal - Attorney's Fees		\$4,247,269	\$1,610,531.39
Owner's Expert Fees			
• CCP		\$26,741.00	
 Ivey Planning Gr oup 		\$9,941.25	
Rahenkamp Total:	=1	\$6,658.95	
Tropical Reality		\$25,005.56	
Cantrell		\$223,398.60	
HHBZL		\$28,596.60	
• VBH		\$162,786.76	
Sherma (Peer)		\$151,688.69	
Subtotal - Expert Fees		\$634,817.41	\$545,282.58
Unallocated Sum			\$239,534.88
Total		\$37,705,367+	\$22,195,348.85

This summary cannot estimate the amount of future costs which will be avoided by the Respondents' settlement offer including, but not limited to, statutory interest on the difference between the amounts of initial deposit and jury verdicts for the remaining parcels, CFX's additional attorneys' trial fees, expert witness fees and costs, trial costs, and further appellate attorneys' fees and costs.

ATTORNEYS' FEES AND EXPERT FEES AND COSTS

Project Orlando's attorneys' fees and costs are identified in the attached Stipulated Final Judgment. Its total expert witness fees and costs are \$634,817.46. An unallocated sum of \$239,534.88 is included in the Stipulated Final Judgment.

REQUESTED ACTION

If the Right of Way Committee recommends that the Board accept this settlement offer from Project Orlando and PSP, right of way counsel respectfully requests that the Board approve the settlement and authorize right of way counsel to execute the Stipulated Final Judgment.

Attachments:

Aerials of Parcels 197/897, 230, 257 & 267 Sketches of Parcels 197/897, 230, 257 & 267

Stipulated Final Judgment

Confirmation of Waiver of Confidentiality as to Settlement Communications

Respondents' Disclosures of Beneficial Interests

Cost Exhibit

Cost Back-Up

REVIEWED BY: Joseph Massintre

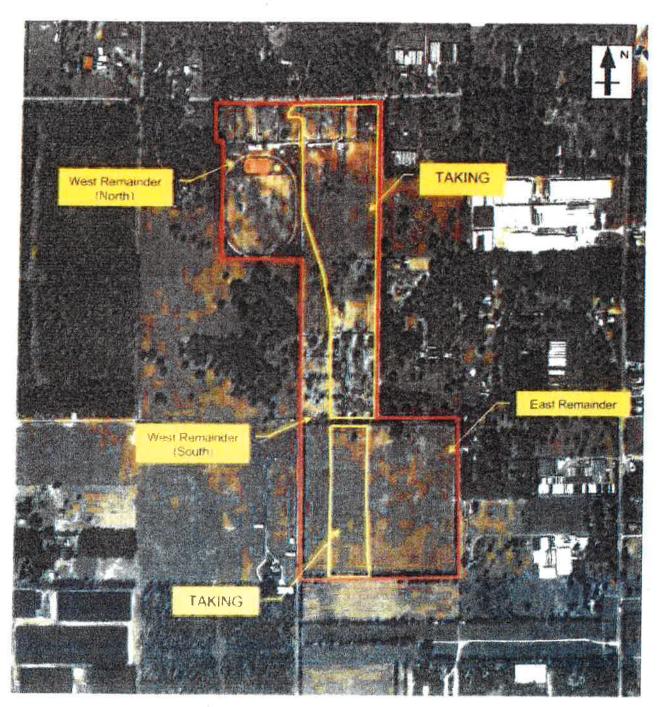
4842-3550-0366, v. 2 LL1

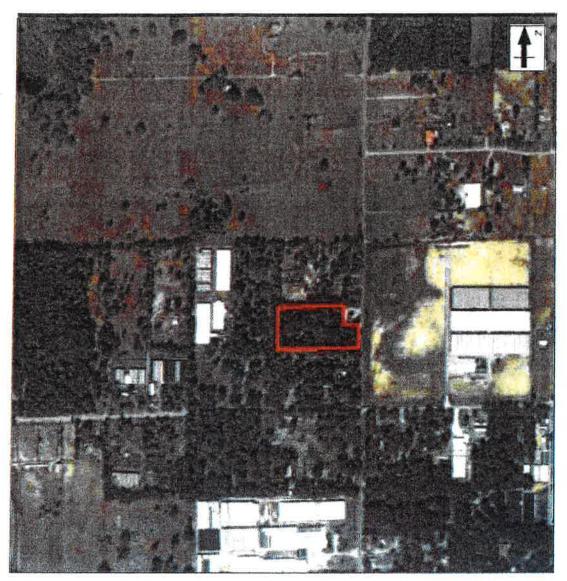
PARCEL NO.: 197 AND 897

OWNER:

PROJECT: CITY/COUNTY: APOPKA/ORANGE

PROJECT ORLANDO, LLC STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203





Approximate Representation Source: Orange Gounty Property Appraiser

PARCEL NO.: OWNER:

PROJECT:

230 PROJECT ORLANDO, LLC STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: APOPKA/ORANGE



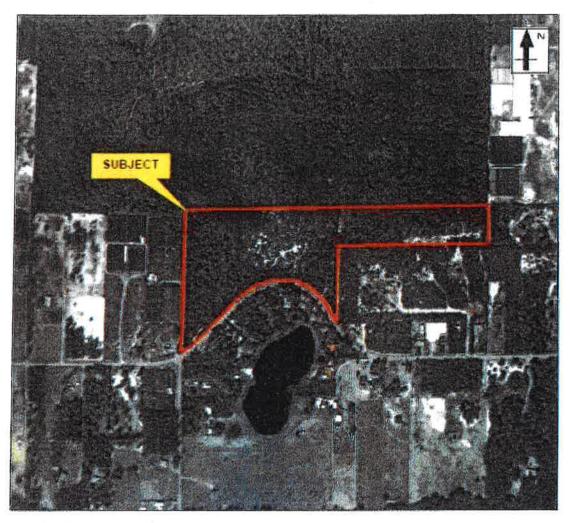
Approximate Representation
Source: Orange County Property Appraiser

PARCEL NO.: 257

OWNER: PROJECT ORLANDO, LLC

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

CITY/COUNTY: APOPKA/ORANGE



Approximate Representation Source: Grange County Property Appraiser

PARCEL:

267

OWNER:

PROJECT ORLANDO, LLC

PROJECT:

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

CITY/COUNTY: APOPKA/ORANGE

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY f/k/a ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida, CASE NO.: 2014-CA-5589-O Parcels: 197/897, 230, 257 & 267

Petitioner.

٧.

PROJECT ORLANDO, LLC, a Florida limited Liability company; et al.,

JOINT MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT AS TO PARCELS 197/897, 230, 257, AND 267 AND AMENDMENT TO ORDER OF TAKING AS TO PARCEL 897

COME NOW Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, Respondent, PROJECT ORLANDO, LLC, and Respondent, PSP/MRC DEBT PORTFOLIO S-1, L.P., parties to this action, by and through their undersigned attorneys, and respectfully request this Honorable Court enter the attached Stipulated Final Judgment as to Parcels 197/897, 230, 257, and 267, and Amendment to Order of Taking as to Parcel 897.

Jay W. Small

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Brian L. Wagner Fla. Bar No.: 142727

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Mateer & Harbert, P.A.

225 E. Robinson Street, Ste. 600

Orlando, Florida 32801 Counsel for Petitioner

Dated:

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Harris Harris Bauerle Ziegler Lopez

1201 E. Robinson Street Orlando, Florida 32801

Counsel for Respondent

Dated: 08/15/2017

R bert E. V. Kelley, Jr., sq. Fla. Bar No.: 451230

Rob.kelley@hwhlaw.com Gregory P. Brown, Esq.

Fla. No.: 098760

Greg.brown@hwhlaw.com Hill, Ward & Henderson, P.A. 101 E. Kennedy Blvd., Suite 3700 Tampa, Florida 33602

Counsel for PSP/MRC Debt Portfolio S-1, L.P. Dated:

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on	a true and correct copy of the
foregoing has been filed electronically with the Clerk using	the E-portal, which will send an
email notification to the following parties on the attached Sche	dule "A."

/s/ Jay W. Small

JAY W. SMALL

Florida Bar Number 562890

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Secondary: idelagarza@mateerharbert.com
Secondary: dmalinowski@mateerharbert.com

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Orlando, Florida 32802-2854

Telephone: (407) 425-9044 Facsimile: (407) 423-2016

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Schedule "A"

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4821-0044-4748, v. 1

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

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency
of the state under the laws of the State of Florida,

CASE NO.: 2014-CA-5589-O Parcels: 197/897, 230, 257 & 267

Petitioner,

v.

PROJECT ORLANDO, LLC, a Florida limited Liability company; et al.,

Respondents.

STIPULATED FINAL JUDGMENT AS TO PARCELS 197/897, 230, 257, AND 267 AND AMENDMENT TO ORDER OF TAKING AS TO PARCEL 897

THIS CAUSE having come on for consideration upon the Joint Motion for entry of a Stipulated Final Judgfment as to Parcels 197/897, 230, 257 and 267 and Amendment to Order of Taking as to Parcel 897 by Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Petitioner"), and Respondent, PROJECT ORLANDO, LLC ("Project Orlando"), as the fee owner(s) of Parcels 197/897, 230, 257, and 267, and Respondent, PSP/MRC DEBT PORTFOLIO S-1, L.P. a Delaware limited partnership (the "Fund"), (collectively referred to as "Respondents"), and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned and the Court being otherwise fully advised in the premises, the Court finds as follows:

- A. The taking is necessary for a public purpose.
- B. This Court finds that the good faith estimate of value was Twelve Million Two

- Hundred Thirty Four Thousand Five Hundred and 00/100 Dollars (\$12,234,500.00) for Parcels 197/897, 230, 257, and 267.
- C. Petitioner previously deposited the sum of Twelve Million Two Hundred Thirty Four Thousand Five Hundred and 00/100 Dollars (\$12,234,500.00) in the Registry of the Court by Notices of Deposit as follows: \$11,749,600.00 on September 9, 2014 as to Parcels 197/897 and 230; \$237,800.00 on February 11, 2015 as to Parcel 257; and \$247,100.00 on February 11, 2015 as to Parcel 267. Petitioner shall receive a credit in that amount regarding the sum due.
- D. The compensation to be paid by Petitioner is full, just and reasonable for all parties concerned.
- E. Respondents agree to resolve full compensation for the taking of Parcels 197/897, 230, 257, and 267.
- F. The parties have waived the right to trial by jury and consent to the immediate entry of this Stipulated Final Judgment.
- G. The parties have agreed to amend the Order of Taking, *nunc pro tunc*, as to Parcel 897 to reflect the addition of a term sheet to the legal description of parcel 897 as set forth in the attached Exhibit "A."
- H. Upon the entry of this Stipulated Final Judgment, Respondent, Project Orlando, shall dismiss its petition for writ of certiorari in that certain case styled as PROJECT ORLANDO, LLC, vs. CENTRAL FLORIDA EXPRESSWAY AUTHORITY f/k/a ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, 5th DCA Case No.: 5D17-1927; LC Case No.: 14-CA-5589-O ("District Case");
- I. The parties have otherwise agreed to the following terms herein, and it is

ORDERED AND ADJUDGED as follows:

- 1. That the Stipulated Order of Taking dated September 8, 2014 for Parcels 197/897 and 230 is hereby amended *nunc pro tunc* to include the term sheet attached to the legal description of parcel 897 as set forth in the attached Exhibit "A." The Order of Taking dated February 11, 2015, as to Parcels 257 and 267 is hereby ratified and affirmed.
- 2. That full and complete compensation for the taking of Parcels 197/897, 230, 257, and 267, including damages resulting to the remainder and for any other damages of any kind and nature, including business damages, tort damages (if any), interest, attorneys' fees, experts' fees, costs, apportionment claims, or other supplemental proceedings, and any other claim is Twenty-Two Million One Hundred Ninety Five Thousand Three Hundred Forty Eight and 85/100 Dollars (\$22,195,348.85) (the "Total Sum"), which sum includes full compensation for Parcels 197/897, 230, 257, and 267 of Nineteen Million Eight Hundred Thousand and 00/100 Dollars (\$19,800,000.00), and payment for attorneys' fees of One Million Six Hundred Ten Thousand Five Hundred Thirty One and 39/100(\$1,610,531.39) and costs of Five Hundred Forty Five Thousand Two Hundred Eighty Two and 58/100 Dollars (\$545,282.58) (the "Attorneys' Fees and Costs Payment"), and an unallocated sum in the amount of Two Hundred Thirty Nine Thousand Five Hundred Thirty Four and 88/100 Dollars (\$239,534.88) (the "Unallocated Sum") and for other good and valuable consideration the receipt and sufficiency of which as consideration is hereby acknowledged, for themselves and their respective affiliates, successors and assigns, Respondents do hereby forever unconditionally and irrevocably release, acquit and discharge Petitioner from any and all claims and causes of action, suits, obligations, promises, agreements, controversies, damages, debts and demands, liabilities and losses of every kind, character, and nature, whether in

contract or in tort, at law or in equity, whether now existing or arising in the future, that Respondents have ever had or now have, now known or unknown, or that any affiliate, successors or assigns of Respondents may have or claim to have against Petitioner, by reason of acts, omissions or events that occurred prior to the date of this Stipulated Final Judgment and which are or could have been asserted by Respondents in the condemnation case. The listing of these claims will not be construed as a limitation in the scope of this agreement.

3. That title to the property designated as Parcels 197/897, 230, 257, and 267 and more particularly described below:

See Composite Exhibit "A" attached hereto

vested in the Petitioner pursuant to the Stipulated Order of Taking dated September 8, 2014 as to Parcels 197/897 and 230 as amended hereby, the Stipulated Order of Taking dated January 28, 2015 as to Parcel 257 and Order of Taking dated January 28, 2015 as to Parcel 267, and deposits of money made on or about September 9, 2014 and February 11, 2014, respectively. The vesting of title is hereby approved, confirmed, and ratified. The amended legal description of Parcel 897 in Exhibit "A" shall replace the legal description of Parcel 897 in the September 8, 2014 Order of Taking.

- 4. That there shall be no further claim by Respondents, and all parties claiming by, through, under, or against said Respondents, in this action for any further monies from the Petitioner.
- 5. That within twenty (20) days after receipt by the Petitioner of this Stipulated Final Judgment, Petitioner shall deposit the total amount of Nine Million Nine Hundred Sixty Thousand Eight Hundred Forty Eight and 85/100 Dollars (\$9,960,848.85) into the Registry of the Court, which sum represents the difference between the amount of this Stipulated Final

Judgment and the amounts previously deposited.

- 6. That the sum of Nineteen Million Eight Hundred Thousand and 00/100 Dollars (\$19,800,000.00) shall be subject to all claims for apportionment, and that Respondents shall make no claim against Petitioner for any attorneys' fees or costs in connection therewith. Said monies shall remain in the Registry of the Court, pending further motion, notice of hearing, and subsequent Court order permitting the withdrawal of the same. Respondents shall be fully responsible for any and all apportionment claims as may be asserted by other parties with respect to the compensation proceeds as described in Paragraph 2 of this Stipulated Final Judgment.
- 7. That, together with the sum Nine Million Nine Hundred Sixty Thousand Eight Hundred Forty Eight and 85/100 Dollars (\$9,960,848.85), Petitioner shall pay the eminent domain registry deposit fee of \$170.00 to the **Orange County Clerk of the Court** by issuing a check made payable to "**Orange County Clerk of Courts**" for a total amount of Nine Million Nine Hundred Sixty One Thousand Eighteen and 85/100 Dollars (\$9,961,018.85)
- 8. Upon Petitioner making such deposit, the clerk shall disburse the Attorneys' Fees and costs Payment and Unallocated Sum as follows:
 - a. The Clerk of the Court is directed to forthwith disburse the Attorneys' Fees and Costs Payment of Two Million One Hundred Fifty Five Thousand Eight Hundred Thirteen and 97/100 Dollars (\$2,155,813.97) to Harris Harris Bauerle Ziegler Lopez Trust Account, c/o Kurtis T. Bauerle, Esq., 1201 East Robinson Street, Orlando, Florida 32801.
 - b. The Clerk of the Court is directed to forthwith disburse the Unallocated Sum of Two Hundred Thirty Nine Thousand Five Hundred Thirty Four and 88/100

Dollars (\$239,534.88) to Hill Ward & Henderson, P.A. Trust Account, c/o Gregory P. Brown, Esq., 101 E. Kennedy Blvd., Tampa, Florida 33602.

- 9. That Respondent, Project Orlando, represents that, under separate cover simultaneously with its agreement to this Stipulated Final Judgment, it has provided to Petitioner an unsworn statement containing the disclosures required by Section 286.23, *Florida Statutes*, and confirming that no person having an interest in Parcels 197/897, 230, 257, and 267 is a public employee.
- 10. That upon entry of this Stipulated Final Judgment, Respondents shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form pursuant to Section 286.23, *Florida Statutes*.
- 11. That all parties agree that the other parties hereto are authorized to agree to the terms of this Stipulated Final Judgment, and nothing herein affects the parties' claims to Nineteen Million Eight Hundred Thousand and 00/100 Dollars (\$19,800,000.00) that will remain in the registry of the court pending further order of the court

	DONE AND ORDEREI	D in Chambers at Orlando, Orange County, Florida, this	
day of	, 2017.		

Janet C. Thorpe Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on	, a true and correct copy of the
foregoing has been filed electronically with the Cl	erk using the E-portal, which will send an
email notification to the following parties on the atta	ched Schedule "A."
	Judicial Assistant

Schedule "A"

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James R. Lussier, Esq.

Brian L. Wagner, Esq.

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4831-6410-0942, v. 1

F. 2.

THE BACKUP FOR THIS ITEM WILL BE PROVIDED AT A LATER DATE