

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
February 8, 2018
9:00 a.m.**

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. APPROVAL OF JANUARY 11, 2018 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **E-ZPASS UPDATE**, *Laura Kelley, Executive Director & PJ Wilkins, E-ZPass Executive Director* (info. item)
2. **OSCEOLA PARKWAY REIMBURSEMENT AGREEMENT**, *Joe Passiatore, General Counsel* (action item)
3. **CFX LANDSCAPE PROGRAM**, *Chris Bloodwell, Landscape Architect* (info. item)
4. **ORANGE COUNTY TAX COLLECTOR INTERFACE UPDATE**, *Dave Wynne, Director of Toll Operations* (info. item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
January 11, 2018**

**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

Board Member Participating by Phone:

S. Michael Scheeringa, Gubernatorial Appointment

Board Members 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
Mimi Lamaute, Recording Secretary

A. CALL TO ORDER

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

B. PUBLIC COMMENT

- 1) Mr. Bob Hartnett with TeamFL extended an invitation to TeamFL at the Hyatt Regency Orlando Airport on Thursday, January 25th and Friday, January 26th.
- 2) Mr. Charles Lee of Audubon Florida talked about the Osceola Parkway Extension/Split Oak Preserve meeting that took place at CFX Administrative Offices on January 9th. He outlined his thoughts and concerns regarding the issues. He explained why CFX should be the principal acquisition agent that takes leadership of this matter.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Parks and seconded by Commissioner Hawkins to approve the December 14, 2017 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) members present voting AYE by voice vote; one (1) member, Mr. Scheeringa voting AYE by phone. Mayor Jacobs was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 429-202 Prince Contracting, LLC \$ 51,733.55
 - b. Project 429-204 Southland Construction, Inc. \$ 38,072.52
 - c. Project 429-205 Superior Construction Co. SE, LLC \$ 18,288.09

ENGINEERING

2. Authorization to Advertise for Letters of Interest for Design Consultant Services S.R. 417 Widening from Landstar Boulevard to Boggy Creek Road, Project No. 417-149, Contract No. 001387
3. Approval of Contract Award for S.R. 429/C.R. 535 Northbound Entrance Ramp Improvements to Southland Construction, Inc., Project No. 429-654D, Contract No. 001269 (Agreement Value: \$3,989,898.98)
4. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for S.R. 417 Widening from International Drive to Landstar Boulevard, Project 417-141 & 417-142, Contract No. 001312 & 001313

5. Approval of Contract Award for S.R. 528/Boggy Creek Road Interchange Improvements to Masci General Contractor, Inc., Project No. 528-145, Contract No. 001357 (Agreement Value: \$683,936.93)

FINANCE

6. Adoption of Seventh Supplement to Ninth Supplemental Revenue Bond Resolution to authorize the conversion of the Series 2008B-1 Bonds from a term mode to a placement mode and the bonds direct placement with Barclays Capital, Inc.

LEGAL

7. Approval of Proposed Settlement Agreement with Summer Lake-Grace Groves in the amount of \$2,488,840.35 which includes statutory attorneys' fees, attorneys' costs and experts' fees and experts', for Parcel 311/811, Project 429-206
8. Approval of the Proposed Settlement Agreement with Daryl A. Alderman, et. al. in the amount of \$1,031,910.61 exclusive of the fees and costs associated with the invoices from Juris Corporation for Parcel 242, Project 429-204
9. Approval of the Proposed Settlement Agreement with Sumter Electric Cooperative, Inc. for utility easements in the amount of \$6,000.00 related to the three easements on Parcel 330, Parts A, B and C, Parcel 730, Parcel 731A and 731B, Parcel 335, and Parcel 336, Project 429-206
10. Approval of the Proposed Mediated Settlement Agreement with Jung Lee and Rai Sevn Kim in the amount of \$171,400.00 for Parcel 890, Project 429-205
11. Approval of Modifications to Second Agreement for Engineering Expert Witness Consulting Services by Landon, Moree & Associates, Inc. for Wekiva Parkway, Projects 429-203, 429-204, 429-205 and 429-206 (Agreement Value: \$50,000.00)
12. Approval of Proposed Settlement Agreement as to Expert Fees and Costs with Bruce A. and Jeannie R. Hatcher, et. al. in the amount of \$198,976.37 for Parcels 113 (Part A & B) and 713, Project 429-202

MAINTENANCE

13. Approval of Groundtek of Central Florida, LLC as Subcontractor for the S.R. 528, S.R. 429, S.R. 451 & S.R. 414 Landscape Maintenance Services Contract with Commercial Companies, Inc., Contract No. 001050
14. Approval of Ground Works Solutions, Inc. as Subcontractor for the S.R. 408, S.R. 417 and S.R. 528 Roadway Maintenance Services Contract with Jorgensen Contract Services, LLC, Contract No. 001151

15. Approval of B & B Outdoor Services, LLC, Coastal Marine Construction, Inc., EnviroChem Environmental, LLC, Cheyenne Asphalt, Inc., Bluerock, LLC and T.S.M. Enterprises, Inc. as Subcontractor for the S.R. 429, S.R. 414 and S.R. 451 Roadway Maintenance Services Contract with Infrastructure Corporation of America, Contract No. 001152

TOLL OPERATIONS/TECHNOLOGY

16. Approval of Purchase Order to SHI International Corporation for Cherwell Software Management Hosted Services, Project No. 599-533 (Agreement Value: \$141,300.00)

A motion was made by Ms. Herr and seconded by Commissioner Thompson to approve the Consent Agenda as presented. The motion carried unanimously with eight (8) members present voting AYE by voice vote; one (1) member, Mr. Scheeringa voting AYE by phone. Mayor Jacobs was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

Mayor Dyer recapped 2017's accomplishments under the leadership of this Board.

2. TREASURER'S REPORT

Mr. Madara reported that Toll revenues for November were \$37,050,916, which is 7% above projections and 8% above prior year. CFX's total revenues were \$38.1 million for the month.

Total OM&A expenses were \$5.6 million for the month and \$24.2 million year-to-date, which is 16% under budget.

After debt service the total net revenue available for projects was \$18.5 million for November and \$77.8 million year-to-date. CFX's projected year-end senior lien debt service ratio is 2.22 which is slightly below our budgeted ratio of 2.23.

3. EXECUTIVE DIRECTOR'S REPORT

Ms. Kelley provided the Executive Director's Report in written form and elaborated on some of the items.

F. REGULAR AGENDA ITEMS

1. BOARD OFFICERS ELECTION

Chairman Dyer reminded the Board that last year the Board by consensus decided to rotate the officers. The Treasurer would rotate to Vice Chairman and the Vice Chairman would move to Chairman.

Joseph L. Passiatore, General Counsel opened the floor to nominations.

Chairman and Vice Chairman

A motion was made by Commissioner Carey and seconded by Commissioner Parks to nominate Commissioner Hawkins currently Vice Chairman for Chairman and Mr. Madara currently Treasurer as Vice Chairman.

No other nominations were made and the nominations were closed.

The motion carried unanimously with eight (8) members present voting AYE by voice vote; one (1) member, Mr. Scheeringa voting AYE by phone. Mayor Jacobs was not present.

Chairman Hawkins conducted the nominations of Treasurer.

Treasurer

A motion was made by Mayor Dyer and seconded by Commissioner Thompson to nominate Commissioner Carey as Treasurer.

No other nominations were made and the nominations were closed.

The motion carried unanimously with eight (8) members present voting AYE by voice vote; one (1) member, Mr. Scheeringa voting AYE by phone. Mayor Jacobs was not present.

Telephone communication with Mr. Scheeringa was lost at this time and he did not participate in the remainder of the meeting.

2. CONSTRUCTION SAFETY CAMPAIGN

Angela Melton, Communications Manager, spoke about CFX's work zone safety campaign. She detailed CFX's traffic safety goals and progress for public awareness dealing with construction zone safety.

Sergeant Kim Montes with the Florida Highway Patrol expanded on the collaboration with CFX and the media for public awareness. She explained the goal is to help drivers understand the dangers, reduce the incidences near construction zones and educate the public on what to do if involved in an incident.

(This item was for informational purposes. No action was taken.)

G. BOARD MEMBER COMMENT

- Commissioner Carey offered her assistance and support in continuing the efforts of the system buy from DOT.
- Ms. Herr would like to see the construction zone safety campaign included in the schools' driver education programs.
- Commissioner Parks invited everyone to attend TeamFL and the Space Florida Tour.
- Mr. Madara requested financial data from staff regarding the system buy from DOT.
- Commissioner Barfield described some of the exciting projects happening in Brevard County. He invited CFX to have a future Board meeting in Brevard County.

H. ADJOURNMENT

Chairman Hawkins adjourned the meeting at 9:45 a.m.

Commissioner Fred Hawkins, Jr.
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2018.

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, www.expresswayauthority.com

CONSENT AGENDA
February 8, 2018

CONSTRUCTION

1. Approval of Contract Renewal with Target Engineering Group, Inc. for Miscellaneous CEI Services, Contract No. 001054 (Agreement Value: \$1,000,000.00)
2. Approval of Contract Award to Target Engineering Group for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line, Project No. 417-134, Contract No. 001315 (Agreement Value: not-to-exceed \$3,250,000.00)
3. Authorization to Execute Cooperative Purchase (Piggyback) Agreement with John Brown & Sons, Inc., for Miscellaneous Clearing and Grubbing, Contract No. 001392 (Agreement Value: \$250,000.00)
4. Authorization to Advertise for Letters of Interest for a CFX Owner's Representative, Project Nos. 408-312B and 528-915, Contract No. 001399

ENGINEERING

5. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from Narcoossee Road to S.R. 528, Project No. 417-150, Contract No. 001393
6. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from Boggy Creek Road to Narcoossee Road, Project No. 417-151, Contract No. 001394
7. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 429 Widening from Florida's Turnpike to West Road, Project 429-152, Contract No. 001395
8. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 429 Widening from West Road to S.R. 414, Project No. 429-153, Contract No. 001396
9. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 429 Widening from C.R. 535 to Florida's Turnpike, Project No. 429-154, Contract No. 001397
10. Authorization to Advertise for Construction Bids for S.R. 417 Widening from Econlockhatchee Trail to the Seminole County Line, Project No. 417-134, Contract No. 001398
11. Approval of Contract Award to Metric Engineering, Inc. for Lake/Orange Connector Feasibility/Project Development and Environmental Study, Project No. 599-225, Contract No. 001344 (Agreement Value: not-to-exceed \$2,100,000.00)
12. Authorization to Advertise for Construction Bids for S.R. 408 Guide Sign Replacements, Project No. 408-628, Contract No. 001400

FINANCE

13. Approval of Contract Renewal No. 2 with Wells Fargo Bank, N.A. for Banking Services, Contract No. 001015 (Agreement Value: \$1,373,300.00)

LEGAL

14. Approval of Final Ranking and Contract Award to Broad & Cassel, LLP and Shutts & Bowen, LLP as Co-Counsellors for Right of Way Counsel Services, Contract Nos. 001363 and 001401 (Contract Value: \$2,190,000.00 respectively)
15. Request for Authorization to Advertise for Proposals for Internal Auditing Services, Contract No. 001391
16. Approval of Proposed Settlement Agreement as to Expert Fees & Costs with Robert and Cynthia Henderson in the amount of \$189,309.92 for Parcels 112 (Parts A& B) and 712, Project 429-202
17. Approval of Proposed Settlement Agreement with Donald and Annette Emery in the amount of \$3,130,000 for Parcel 218, Project 429-203
18. Approval of Proposed Settlement Agreement for Attorney's Fees and Costs with Rene's Greenhouse in the amount of \$2,000 for Parcel 250, Project 429-204

TOLL OPERATIONS/TECHNOLOGY

19. Approval of Contract Renewal with Precision Contracting Services, Inc. for Maintenance of Fiber Optic Network Infrastructure, Contract No. 000990 (Agreement Value: \$125,000.00)
20. Request for Authorization to Advertise for Proposals for Payment Card Industry (PCI) Compliance Audit, Contract No. 001390


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 17, 2018

RE: Approval of Contract Renewal with Target Engineering Group, Inc.
Miscellaneous Construction Engineering and Inspection (CEI) Services
Contract No. 001054

Board approval is requested for the first renewal of the referenced contract with Target Engineering Group, Inc., in the amount of \$1,000,000.00 for a one year period beginning April 22, 2018 and ending April 21, 2019. The original contract was three years with two one-year renewals.

Original Contract Amount	\$3,500,000.00
Supplemental Agreement No. 1	\$ 38,027.26
First Renewal	<u>\$1,000,000.00</u>
Total	\$4,538,027.26

The scope of work to be provided by Target Engineering Group, Inc., under this renewal consists of miscellaneous CEI services for existing and upcoming projects.

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

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



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001054**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of February, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Target Engineering Group, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated March 12, 2015, with a Notice to Proceed date of April 22, 2015, whereby CFX retained the Consultant to furnish services pertaining to Miscellaneous CEI Services as required by CFX.

WHEREAS, pursuant to Article 3.0 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 22nd day of April, 2018 and ending the 21st day of April, 2019 at the cost of \$1,000,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Agreement ending April 21, 2018, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending April 21, 2018.

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.

TARGET ENGINEERING GROUP, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 MISCELLANEOUS CEI SERVICES
 CONTRACT NO. 001054
 SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1 entered into this 14th day of October, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and TARGET ENGINEERING GROUP, LLC, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated March 12, 2015, for services pertaining to Miscellaneous CEI Services, (the "Contract").

WHEREAS, CFX has determined it necessary to amend the language in the Method of Compensation, Article IV – Compensation of Exhibit B with regard to Office Lease for Project 408 Widening Good Homes Road to Hiawassee and the addition of three (3) general specification provisions to comply with Florida statutory requirements.

NOW, THEREFORE, for and in consideration of mutual benefits to flow each to the other, the parties agree as follows:

1. Article IV – Compensation of Exhibit B is amended to include the following paragraph:

The Contractor shall be reimbursed for office and utility expenses based upon a not-to-exceed amount cost of \$38,027.26 as set forth in the table below.

Security Deposit	1 st Month Rent - \$1,851.82	\$ 5,592.04
	Security Deposit - \$1,851.82	
	Last Month Rent -\$1,888.40	
Lease Period (11 MO)	11/1/2016 – 9/30/2017	\$1,851.82 \$20,370.02
Month to Month (3 MO)	10/1/2017 – 12/31/2017	\$1,888.40 \$ 5,665.20
Utilities/Electric average (16 MO)	@ \$400.00/MO	\$ 6,400.00
TOTAL		\$38,027.26

2. The following paragraphs will be added to the Contract:

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

24.0 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.”

25.0 Public Records Retention. Pursuant to Section 119.0701(2), Florida Statutes, Contractor acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the Contractor is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Contractor agrees to comply with Section 119.0701, Florida Statutes.

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

CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

24 OCT '16 @ 09:10

By: 
Director of Procurement

Date: 10-25-16

TARGET ENGINEERING GROUP, LLC

By:  TWO #8
Authorized Signature

Print Name: Ramzi Asfour, P.E.

Title: Executive Vice-President/Manager

Date: 10/20/16

Approved as to form and execution only:

 for 10/25/2016
General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TARGET ENGINEERING GROUP, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES
CONTRACT NO. 001054**

**CONTRACT DATE: MARCH 12, 2015
CONTRACT AMOUNT: \$3,500,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001054

MARCH 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Walter A. Ketcham Jr., Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001054**

THIS AGREEMENT, made and entered into this 12th day of March, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and TARGET ENGINEERING GROUP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 735 Primera Boulevard, Suite 100, Lake Mary, Florida 32746.

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

WITNESSETH:

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

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

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two one-year renewals periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

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

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

4.0 PROJECT SCHEDULE

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

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

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing the required services and shall have due regard for

acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

A² Group, Inc.
Allied Engineering and Testing, Inc.
Creative engineering Group, Inc.
Civil/Site Engineering, Inc.
Cloud Consultants and Services, Inc.
DRMP, Inc.
Eisman & Russo, Inc.
GAI Consultants, Inc.
HDR Construction Control Corp.

H.W. Lochner, Inc.
Metric Engineering, Inc.
Parsons Brinckerhoff, Inc.
PI Consulting Services, LLC
Rummel, Klepper & Kahl, LLP
URS Corporation Southern
HNTB
JBS Engineering Technical Services, Inc.

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

AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

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

7.0 COMPENSATION

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

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

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

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

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

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

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

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

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

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

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

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to the AUTHORITY's Executive Director whose decision shall be final.

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

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

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

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

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

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

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

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

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

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on March 12, 2015.

TARGET ENGINEERING GROUP, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: *Ramzi Asfour*
Authorized Signature

BY: *Audie Nulle*
Director of Procurement

Ramzi B. Asfour, P.E.
Print Name

Title: Executive Vice President

ATTEST: *Marc Pomerantz*
Secretary or Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph J. Assietore


CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: January 22, 2018

SUBJECT: Award of Contract to Target Engineering Group, for Construction and Engineering and Inspection Services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line
Project 417-134; Contract No. 001315

The Board approved on September 14, 2017, the final ranking and authorization to negotiate with firms for CEI Services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line. Negotiations with Target Engineering Group have been completed.

Board award of the contract to Target Engineering Group is requested in the not-to-exceed amount of \$3,250,000.00.

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

Reviewed by: 
Ben Dreiling, PE
Director of Construction




CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 22, 2018

RE: Authorization to Execute Cooperative Purchase (Piggyback) Agreement with
John Brown & Sons, Inc., for Miscellaneous Clearing and Grubbing
Contract No. 001392

Board approval is requested to execute an agreement with John Brown & Sons, Inc. in the amount of \$250,000.00 to provide miscellaneous clearing and grubbing throughout the system.

This will be a cooperative purchase (piggyback) agreement based on a contract between John Brown & Sons, Inc. and Palm Beach County, Florida for the same services which will allow CFX to take advantage of the favorable rates already negotiated by Palm Beach County.

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

Reviewed by:


Ben Dreiling
Director of Construction



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
MISCELLANEOUS CLEARING AND GRUBBING WORK
CONTRACT NO. 001392**

This Contract No. 001392 is made this 8rd day of February, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and JOHN BROWN AND SONS, INC., 775 23rd Avenue, Vero Beach, Florida 32962, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR for miscellaneous clearing and grubbing work and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about January 01, 2018, the CONTRACTOR entered into Term Contract No. 18003 & 18003-1 with Palm Beach County, Florida to provide services using the same type of equipment and operators as required by CFX for its needs; and,

WHEREAS, an Invitation to Bid seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with Palm Beach County for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein at the same rates previously negotiated by Palm Beach County; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with Palm Beach County and such revised 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 the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as required by CFX

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date of the Notice to Proceed from CFX. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial one-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 10-days notice for cause. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be

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

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

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to 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. COMPENSATION FOR SERVICES

CFX agrees to pay CONTRACTOR for services performed in accordance with the rates established in the CONTRACTOR's contract with Palm Beach County. The amount of this Contract shall not exceed \$250,000.00 during its initial term.

4. CONTRACTOR INSURANCE

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

4.1 **Comprehensive General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a

minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

4.2 **Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

4.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

5. CONTRACTOR RESPONSIBILITY

5.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

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

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

5.3 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.

5.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

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. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

8. PUBLIC RECORDS

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

Notwithstanding the section on "Press Releases," FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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, FINANCIAL ADVISOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the

public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

9. PRESS RELEASES

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

10. 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.

11. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent

upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

12. 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.

13. NOTIFICATION of CONVICTION of CRIMES

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

14. 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.

Notwithstanding the foregoing:

14.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

14.2 Subject to the right of CFX to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws as may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

15. DISPUTES

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

16. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for

Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property.

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

“Attorneys’ fees” shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys’ CONTRACTOR’s, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

18. OTHER SEVERABILITY

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

19. GOVERNING LAW

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

20. RELATIONSHIPS

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

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.

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. 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.

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 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

22.2 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.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX 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 arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

24. VENUE

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

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

25. INSPECTOR GENERAL

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

26. ASSIGNMENT

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

27. E-VERIFY

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

IN WITNESS WHEREOF, the parties 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

JOHN BROWN AND SONS, INC.

By: _____
Signature

Print Name: _____

Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX



AMENDMENT #1

Dated: October 5, 2017

PALM BEACH COUNTY PURCHASING DEPARTMENT
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FLORIDA 33415-3199

BID #: 18-003/CC
TITLE: HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT
SUBMISSION DATE: OCTOBER 12, 2017

- DELETE EXISTING BID RESPONSE PAGE 15, AND REPLACE WITH ATTACHED REVISED BID RESPONSE PAGE 15.

NOTE: This executed amendment shall be signed and returned with your Bid Response. Failure to return the completed REVISED Bid Response page shall result in rejection of your bid for item #5 only.

COMPANY NAME
Colleen M. Cardillo
COLLEEN CARDILLO, BUYER

SIGNATURE / DATE
Tammy Smith
TAMMY SMITH, PURCHASING MANAGER

REVISED 10/05/2017

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
1.	Tractor Bulldozer, 70-80 HP, with Operator – Standard Hourly Rate	HR	\$ _____
2.	Tractor Bulldozer, 115-125 HP, with Operator – Standard Hourly Rate	HR	\$ _____
3.	Tractor Bulldozer, 230-240 HP, with Operator – Standard Hourly Rate	HR	\$ _____
4.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with Operator – Standard Hourly Rate	HR	\$ _____
5.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with rake, 3 tines of 42" or more in length and spaced 36" or less apart with Operator - Standard Hourly Rate	HR	\$ _____
6.	Truck Crane, 3/4 cu. yd. capacity, with Operator – Standard Hourly Rate – Standard Hourly Rate	HR	\$ _____
7.	Truck Crane, 26 ton capacity, hydraulic maximum lift 52,850 lb., boom length 31-103 ft., outriggers 157 ft., with Operator – Standard Hourly Rate	HR	\$ _____
8.	Truck Crane, 38 ton capacity, hydraulic maximum lift 76,000 lb., boom length 31-127 ft., outriggers 192 ft., with Operator – Standard Hourly Rate	HR	\$ _____
9.	Friction Lattice Boom Crane, 40 ton, with Operator – Standard Hourly Rate	HR	\$ _____
10.	Friction Lattice Boom Crane, 60 ton, with Operator – Standard Hourly Rate	HR	\$ _____
11.	Truck, 45 foot flatbed trailer with tractor, with Operator – Standard Hourly Rate	HR	\$ _____
12.	Truck, 45 foot flatbed trailer with tree bar and tractor, with Operator – Standard Hourly Rate	HR	\$ _____
13.	Dragline Excavator, 4 ½ cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ _____
14.	Front End Loader, 135HP, minimum 3 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ _____
15.	Front End Loader, 250-275HP, minimum 5 yd. capacity, with Operator – Standard Hourly Rate	HR	\$ _____

Continued....

FIRM NAME: _____

REVISED 10/05/2017

BID RESPONSE
IFB #18-003/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
1.	Tractor Bulldozer, 70-80 HP, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
2.	Tractor Bulldozer, 115-125 HP, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
3.	Tractor Bulldozer, 230-240 HP, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
4.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
5.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with rake, 3 tines of 42" or more in length and spaced 36" or less apart with Operator - Standard Hourly Rate	HR	\$ <u>N/A</u>
6.	Truck Crane, 3/4 cu. yd. capacity, with Operator – Standard Hourly Rate – Standard Hourly Rate	HR	\$ <u>N/A</u>
7.	Truck Crane, 26 ton capacity, hydraulic maximum lift 52,850 lb., boom length 31-103 ft., outriggers 157 ft., with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
8.	Truck Crane, 38 ton capacity, hydraulic maximum lift 76,000 lb., boom length 31-127 ft., outriggers 192 ft., with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
9.	Friction Lattice Boom Crane, 40 ton, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
10.	Friction Lattice Boom Crane, 60 ton, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
11.	Truck, 45 foot flatbed trailer with tractor, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
12.	Truck, 45 foot flatbed trailer with tree bar and tractor, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
13.	Dragline Excavator, 4 1/2 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
14.	Front End Loader, 135HP, minimum 3 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
15.	Front End Loader, 250-275HP, minimum 5 yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>

Continued....

FIRM NAME:

John Brown And Sons

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
16.	Front End Loader, 250-275HP, minimum 5yd. capacity, with root rake, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
17.	Front End Loader with tree spade, minimum 200HP, 80 to 90 inch, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
18.	Combination Backhoe/Loader, 1 cu. yd. capacity, 4 wheel drive, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
19.	Crawler Tractor Hydraulic Backhoe, 3/4 cu. yd. capacity, tract width: 30"; length: 11'; maximum weight: 30,000 lbs.; minimum lifting capacity: 2,500 lbs., shall operate off mats, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
20.	"Track Type" Backhoe, 45-48K lbs. 1.5 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
21.	"Track Type" Backhoe, 72-80K lb. 3 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
22.	Water Truck with spray hose, 2000 gal. capacity for watering trees, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
23.	Tri-axle Dump Truck, 18 cu. yd. , with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
24.	Tractor, minimum 70HP, with 6' box blade for grading, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
25.	Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher, with Operator – Standard Hourly Rate	HR	\$ <u>170⁰⁰</u>
26.	Tub Grinder, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
27.	Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
28.	Articulated Off-Road Dump Truck, 6WD, 40 ton minimum bed capacity with tailgate, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
29.	Heavy Duty Loader, or equivalent, with drum shredder head attachment, minimum 300 horsepower, minimum 6-foot cutting head width, not to exceed 42,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>

Continued....

FIRM NAME:

John Brown And Sons

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
30.	Medium Duty Loader, or equivalent, with drum shredder head attachment, minimum 225 horsepower, minimum 6-foot cutting head width, not to exceed 35,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
31.	Medium/Light Duty Skid Steer Loader or equivalent, with drum shredder head attachment, minimum 130 horsepower, minimum 4-foot cutting head width, not to exceed 15,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
32.	Light Duty Tracked Loader or equivalent, with drum shredder head attachment, maximum 100 horsepower, minimum 5-foot cutting head width, not to exceed 12,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ <u>110⁰⁰</u>
33.	Hydraulic Submersible Pump, 6 inch, with 200 foot discharge (deliver/unload/pickup) (Equipment Rental Only – no Operator required) - Standard Hourly Rate	HR	\$ <u>N/A</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL J.P.

Acknowledge Qualification of Bidders information is included, per Term #9?

YES/INITIAL J.P.

Acknowledge Insurance requirements, per Term #18?

YES/INITIAL J.P.

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity) <u>John Brown and Sons Inc Florida</u>		DATE: <u>10/10/2017</u>
* SIGNATURE: <u>[Signature]</u>	PRINT NAME: <u>John Podvar</u>	PRINT TITLE: <u>Division Manager FL</u>
ADDRESS: <u>775/23RD AVE</u>		
CITY / STATE: <u>Vero Beach FL</u>		ZIP CODE: <u>32962</u>
TELEPHONE # (772) <u>216-8876</u>	E-MAIL: <u>john_podvar@brflsouth.net</u>	
TOLL FREE # ()	FAX #: (772) <u>569-7741</u>	
APPLICABLE LICENSE(S) NUMBER # <u>N/A</u>	TYPE: <u>N/A</u>	
FEDERAL ID # <u>205314346</u>		

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #18-003/CC**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	State of Florida Fish and Wildlife Commission Hungryland	
ADDRESS:	11835 Semipole South Whitney Rd W.P.B 33412	
CONTACT NAME:	PAMELA BOODY	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 561-6246989 FAX: N/A	CELL PHONE: N/A EMAIL: pamboody@myfwc.com
SCOPE OF WORK:	Mulching of 202 acres Fire Reduction Fire breaks, Habitat	
CONTRACT DATES:	Feb 2017 - July 2019	

REFERENCE NAME:	St Sebastian Buffer Preserve D.E.P.	
ADDRESS:	1000 Buffer Preserve Dr Fellsmere FL 32948	
CONTACT NAME:	SAMANTHA MCGRA	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 321-954-5005 FAX: N/A	CELL PHONE: N/A EMAIL: Samantha.McGra@dep.state.fl.us
SCOPE OF WORK:	Mowing of Fire Lines and Habitat Mowing	
CONTRACT DATES:	May 2017 Dec 2017	

REFERENCE NAME:	Indian River County Environmental Lands	
ADDRESS:	5500 77th St Vero Beach FL 32967	
CONTACT NAME:	Beth Powell	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 772-226-8837 FAX: N/A	CELL PHONE: N/A EMAIL: bpowell@ircgov.com
SCOPE OF WORK:	Fire Reduction / Fire Breaks / Trails / General	
CONTRACT DATES:	Open P.O. Year to Year Oct 1 - Sept 30	

FIRM NAME:

John Brown and Sons, Inc FL



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Paulette Burdick, Mayor

Melissa McKinlay, Vice Mayor

Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Form L

November 21, 2017

John Brown & Sons, Inc.
Mr. John Pudvar
775 23rd Ave.
Vero Beach, FL 32967

Dear Mr. Pudvar:

TERM CONTRACT #18003 & 18003-1

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL WITH OPERATOR (Primary Award: #25 and #32) based on:

SOLICITATION #18-003/CC

The term of this contract is 01/01/18 through 12/31/18, and has an estimated dollar value of \$1,430,000.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Sr. Buyer, at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

- c: Nicki Murphy, Parks & Recreation
- Vernetha Green, Water Utilities
- Karen Foster, Environmental Resources Management
- Carole Portilla, Engineering & Public Works
- File

BID #18-003/CC

Item #28 - Articulated Off-Road Dump Truck, 6WD, 40 ton minimum bed capacity with tailgate

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$140.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$140.00	LP	(1) P
TREECYCLE LAND CLEARING, INC.	\$195.00	LP	TREECYCLE LAND CLEARING, INC.	\$195.00	LP	(1) S

Item #29 - Heavy Duty Loader, or equivalent, with drum shredder head attachment, minimum 300 horsepower, minimum 6-feet cutting head width, not to exceed 42,000 lbs. total weight

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$200.00	LP	TREECYCLE LAND CLEARING, INC.	\$200.00	LP	(1) P

Item #30 – Medium Duty Loader, or equivalent, with drum shredder head attachment, minimum 225 horsepower, minimum 6-feet cutting head width, not to exceed 35,000 lbs. total weight

NO RESPONSES

Item #31 – Medium/Light Duty Skid Steer Loader or equivalent, with drum shredder head attachment, minimum 130 horsepower, minimum 4-feet cutting head width, not to exceed 15,000 lbs. total weight

NO RESPONSES

Item #32 - Light Duty Tracked Loader or equivalent, with drum shredder head attachment, maximum 100 horsepower, minimum 5-feet cutting head width, not to exceed 12,000 lbs. total weight

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JOHN BROWN AND SONS	\$110.00		JOHN BROWN AND SONS	\$110.00		(1) P

BID #18-003/CC

Item #23 - Tri-axle Dump Truck, 18 cu. yd.

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$ 65.00	LP	TREECYCLE LAND CLEARING, INC.	\$ 65.00	LP	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 75.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 75.00	LP	(1) S

Item #24 – Tractor, minimum 70HP, with 6’ box blade for grading

NO RESPONSES

Item #25 - Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JOHN BROWN AND SONS	\$170.00		JOHN BROWN AND SONS	\$170.00		(1) P

Item #26 - Tub Grinder

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$425.00	LP	TREECYCLE LAND CLEARING, INC.	\$425.00	LP	(1) P

Item #27 - Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$120.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$120.00	LP	(1) P
TREECYCLE LAND CLEARING, INC.	\$140.00	LP	TREECYCLE LAND CLEARING, INC.	\$140.00	LP	(1) S

Board of County Commissioners

Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

BID SUBMISSION DATE: OCTOBER 12, 2017 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
 Palm Beach County
INVITATION FOR BID

IFB #18-003/CC	BID TITLE: HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: COLLEEN M. CARDILLO		TELEPHONE NO.: (561) 616-6839
FAX NO.: (561) 242-6739	E-MAIL ADDRESS: ccardill@pbcgov.org	

All bid responses must be received on or before October 12, 2017, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672)

shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. herein below.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility

determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and

assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

k. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of the Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S., the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY 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 Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
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 Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public

records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of the Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- i. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- n. **NO THIRD PARTY BENEFICIARIES:** No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- o. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE**

IS GREATER THAN \$1 MILLION): As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, , or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **SBE BID DOCUMENT LANGUAGE**

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to

maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 – Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be

performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted

dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or,

the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
 1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
 2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
 5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
 6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
 7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.
- n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; **OR**
2. In the event that the successful bidder **does not** have a written non-discrimination policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered a default of contract.

4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** **The published bid submission time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's

specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall **not** be accepted.

**PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the

successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

10. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

11. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted only after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of this contract if it declines more than 10% of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

12. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

13. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of the contract.

By submitting a bid response, bidder, if awarded contract, agrees to have the equipment with operator arrive on site within forty-eight (48) hours after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor and equipment so as to ensure its completion within a mutual agreed upon time frame. Required on-site/start times SHALL be strictly adhered to without deviation. Projects started prior to the termination of the contract will be allowed an additional thirty (30) days for completion.

14. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all equipment delivered must be the equipment specified. Palm Beach County will refuse delivery and require the equipment be removed from site, at the expense of the successful bidder, equipment not delivered as specified.

15. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$1,430,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of the contract has been reached, notwithstanding that the anticipated term has not been completed.

16. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

17. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

18. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
IFB #18-003/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed hourly rates and establish a term contract for the rental of various heavy equipment, with operators, for Palm Beach County.

COUNTY'S RESPONSIBILITIES

The County shall:

1. Order services on an as needed basis with no guarantee of the amount of usage.
2. Designate a County Project Supervisor, which shall have the responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery.
3. Reserve the right to require the removal of any of the successful bidder's employees from the project, if in the County's judgment, such removal is necessary to protect the County's interest.
4. Provide access to work area.
5. Inspect the service upon completion of work, unless prior arrangements are made with the successful bidder to ensure that the work is acceptable.

SUCCESSFUL BIDDERS RESPONSIBILITIES

The successful bidder shall:

1. Coordinate all activities with the County Project Supervisor.
2. Strictly adhere to on-site/start times without deviation.
3. **Not** substitute equipment without prior written approval from the designated County Project Supervisor.
4. Ensure their equipment operators are fully licensed and competent in the use of the assigned equipment. Successful bidder shall provide proof of operator's appropriate license and experience, if requested, by the County Project Supervisor. Failure to comply with any of these requirements is sufficient cause to terminate the contract.

EQUIPMENT

The successful bidder shall be responsible for repairs and maintenance of its equipment while on County property. The equipment shall be operated by the successful bidder and kept in good working condition, including, but not limited to grease, oil, parts and fuel as necessary until successful bidder is notified of removal from County property.

All equipment shall meet or exceed OSHA, ANSI and all additional state and federal safety requirements.

It shall be the successful bidder's responsibility to ensure that all equipment used shall be properly maintained. The County Project Supervisor shall have the right to inspect and request the removal of equipment that, in their opinion, is inoperable, unsafe, or improper for desired use in order to protect the operator, the public, and/or the job site. Any equipment which is inoperable shall be removed from the job site immediately. Failure of the successful bidder to remove defective equipment may result in the termination of the contract.

Under no circumstances, shall any equipment belonging to the successful bidder be left on the job site for longer than the end of the project. The County will not be responsible for any equipment left on its premises.

EMPLOYEES

Personnel employed by the successful bidder in the performance of services shall not be less than eighteen (18) years of age. Said employees shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County. Said employees shall conduct themselves in a professional manner at all times while at the work site. Any conduct deemed inappropriate by the designated County Project Supervisor, such as offensive gestures, mannerisms, or language, shall serve as a basis for immediate removal from the work site.

ATTIRE

Successful bidder shall provide and ensure the wearing of safety and protective clothing, masks, eye protection, etc., for their employees as required by laws, regulations, ordinances, and/or manufacturer's instructions for equipment. Successful bidder employees shall be in company uniform during the performance of the contract duties.

COMMUNICATION

Successful bidder's designated supervisor shall respond to all phone calls within one (1) hour of notification by the designated County Project Supervisor, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

SUSPENSION OF THE WORK

The designated County Project Supervisor shall have the authority to suspend the work for the following reasons: (a) default of the successful bidder; (b) unfavorable weather conditions; (c) mechanical failure of equipment; (d) or any other condition which, in the judgment of the designated County Project Supervisor makes it impractical to secure desired results.

STANDARD HOURLY RATE

Compensation shall be paid at the standard hourly rate (equipment with operator) for actual time worked, 24 hours a day, 365 days per year. Equipment which remains on site, without operator, for the convenience of the successful bidder will not be compensated. All costs to be charged to the County for the performance of the contract shall be included in the standard hourly rate offered by the bidder.

Any equipment and operator which is on site for a period of less than four (4) hours, per site, shall be compensated for a minimum of four (4) hours. "Down time" and transportation to another site in Palm Beach County is not to be considered as rental time and will not be compensated for.

The County Project Supervisor or designee shall review and approve successful bidder's "Daily Billing Ticket" to verify actual hours worked by the piece of equipment with operator.

SERVICE TICKETS

Each service ticket shall identify the piece of equipment with operator to be rented.

INVOICING

Invoices for payment shall be submitted on a monthly basis for the duration of the contract. Payment will be made by the County after services have been received, accepted and properly invoiced.

NON-PERFORMANCE OF SERVICES

Successful bidder's non-performance shall be considered to have occurred when services in an area were not performed in accordance with the terms, conditions, and specifications of this solicitation.

In the event of non-performance by the successful bidder, the County Project Supervisor shall have the right to remedy by the following method:

1. The County shall notify the successful bidder (via cell phone or email) of non-performance and allow the successful bidder to correct such item(s). Corrective action for non-performance shall be approved and completed by the successful bidder within twenty-four (24) hours of notification. The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours. If successful bidder does not correct non-performance within the time frame specified, a vendor performance report may be issued and/or a meeting may be scheduled with all parties. A vendor performance report may be issued in instances where repetitive non-performance incidents are occurring and/or non-performance has not been corrected in the allocated time frame.
2. A report of non-performance will be forwarded to the Purchasing Department for appropriate action. If necessary, a meeting will be set up between the parties to reinforce the requirements of the contract in order to avoid repeat non-performance.
3. The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification.
4. If corrections are not made within twenty-four (hours), the County may correct the item of non-performance by any means it deems necessary. Direct cost incurred by the County for the correction shall be deducted from payments made to the successful bidder.

COUNTY ACCEPTANCE

Payment shall be rendered **ONLY** upon County's acceptance of said service. Acceptance is defined as a service ticket signed by the designated County representative(s), as acknowledgement of services rendered.

PAYMENT

Hourly rates offered on the bid response pages shall include all supervision, labor, equipment, mobilization, demobilization, transportation, fuel, materials, tools, machinery, transportation and other facilities and services necessary to fully and completely accomplish task(s) as specified herein.

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
1.	Tractor Bulldozer, 70-80 HP, with Operator – Standard Hourly Rate	HR	\$ _____
2.	Tractor Bulldozer, 115-125 HP, with Operator – Standard Hourly Rate	HR	\$ _____
3.	Tractor Bulldozer, 230-240 HP, with Operator – Standard Hourly Rate	HR	\$ _____
4.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with Operator – Standard Hourly Rate	HR	\$ _____
5.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with Operator - Standard Hourly Rate	HR	\$ _____
6.	Truck Crane, 3/4 cu. yd. capacity, with Operator – Standard Hourly Rate – Standard Hourly Rate	HR	\$ _____
7.	Truck Crane, 26 ton capacity, hydraulic maximum lift 52,850 lb., boom length 31-103 ft., outriggers 157 ft., with Operator – Standard Hourly Rate	HR	\$ _____
8.	Truck Crane, 38 ton capacity, hydraulic maximum lift 76,000 lb., boom length 31-127 ft., outriggers 192 ft., with Operator – Standard Hourly Rate	HR	\$ _____
9.	Friction Lattice Boom Crane, 40 ton, with Operator – Standard Hourly Rate	HR	\$ _____
10.	Friction Lattice Boom Crane, 60 ton, with Operator – Standard Hourly Rate	HR	\$ _____
11.	Truck, 45 foot flatbed trailer with tractor, with Operator – Standard Hourly Rate	HR	\$ _____
12.	Truck, 45 foot flatbed trailer with tree bar and tractor, with Operator – Standard Hourly Rate	HR	\$ _____
13.	Dragline Excavator, 4 ½ cu. yd. capacity , with Operator – Standard Hourly Rate	HR	\$ _____
14.	Front End Loader, 135HP, minimum 3 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ _____
15.	Front End Loader, 250-275HP, minimum 5 yd. capacity, with Operator – Standard Hourly Rate	HR	\$ _____

Continued....

FIRM NAME: _____

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
16.	Front End Loader, 250-275HP, minimum 5yd. capacity, with root rake, with Operator – Standard Hourly Rate	HR	\$ _____
17.	Front End Loader with tree spade, minimum 200HP, 80 to 90 inch, with Operator – Standard Hourly Rate	HR	\$ _____
18.	Combination Backhoe/Loader, 1 cu. yd. capacity, 4 wheel drive, with Operator – Standard Hourly Rate	HR	\$ _____
19.	Crawler Tractor Hydraulic Backhoe, 3/4 cu. yd. capacity, tract width: 30"; length: 11'; maximum weight: 30,000 lbs.; minimum lifting capacity: 2,500 lbs., shall operate off mats, with Operator – Standard Hourly Rate	HR	\$ _____
20.	"Track Type" Backhoe, 45-48K lbs. 1.5 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ _____
21.	"Track Type" Backhoe, 72-80K lb. 3 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ _____
22.	Water Truck with spray hose, 2000 gal. capacity for watering trees, with Operator – Standard Hourly Rate	HR	\$ _____
23.	Tri-axle Dump Truck, 18 cu. yd. , with Operator – Standard Hourly Rate	HR	\$ _____
24.	Tractor, minimum 70HP, with 6' box blade for grading, with Operator – Standard Hourly Rate	HR	\$ _____
25.	Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher, with Operator – Standard Hourly Rate	HR	\$ _____
26.	Tub Grinder, with Operator – Standard Hourly Rate	HR	\$ _____
27.	Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity, with Operator – Standard Hourly Rate	HR	\$ _____
28.	Articulated Off-Road Dump Truck, 6WD, 40 ton minimum bed capacity with tailgate, with Operator – Standard Hourly Rate	HR	\$ _____
29.	Heavy Duty Loader, or equivalent, with drum shredder head attachment, minimum 300 horsepower, minimum 6-foot cutting head width, not to exceed 42,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ _____

Continued....

FIRM NAME: _____

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
30.	Medium Duty Loader, or equivalent, with drum shredder head attachment, minimum 225 horsepower, minimum 6-foot cutting head width, not to exceed 35,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ _____
31.	Medium/Light Duty Skid Steer Loader or equivalent, with drum shredder head attachment, minimum 130 horsepower, minimum 4-foot cutting head width, not to exceed 15,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ _____
32.	Light Duty Tracked Loader or equivalent, with drum shredder head attachment, maximum 100 horsepower, minimum 5-foot cutting head width, not to exceed 12,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ _____
33.	Hydraulic Submersible Pump, 6 inch, with 200 foot discharge (deliver/unload/pickup) (Equipment Rental Only – no Operator required) - Standard Hourly Rate	HR	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein? YES/INITIAL _____

Acknowledge Qualification of Bidders information is included, per Term #9? YES/INITIAL _____

Acknowledge Insurance requirements, per Term #18 ? YES/INITIAL _____

<p>* PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)</p> <p>By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.</p> <p>Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.</p>		
<p>FIRM NAME: (Enter the entire legal name of the bidding entity)</p>		<p>DATE:</p>
<p>* SIGNATURE: _____</p>	<p>PRINT NAME:</p> <p>PRINT TITLE:</p>	
<p>ADDRESS: _____</p>		
<p>CITY / STATE: _____</p>		<p>ZIP CODE: _____</p>
<p>TELEPHONE # ()</p> <p>TOLL FREE # ()</p>	<p>E-MAIL:</p> <p>FAX #: ()</p>	
<p>APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____</p>		
<p>FEDERAL ID # _____</p>		

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #18-003/CC**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION
IFB #18-003/CC

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

(Signature)

(Date)

**DRUG-FREE WORKPLACE CERTIFICATION
IFB #18-003/CC**

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
 (Individual's Name)
 _____ of _____
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

NON-DISCRIMINATION POLICY FORM
IFB #18-003/CC

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution"), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, prior to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

Name of Organization or Entity

Signature

Name (type or print)

Title

**SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information is accurate to the best of my knowledge: _____
 Signature Title

- Note:**
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____ / _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor)

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====
If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.
=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 22, 2018

SUBJECT: Authorization to Advertise for Letters of Interest for
A CFX Owner's Representative
Project Nos. 408-312B and 528-915; Contract No. 001399

Board authorization is requested to advertise for Letters of Interest from qualified firms to serve as CFX's authorized Owner's Representative. The services to be provided under this contract will include coordination and direct liaison between CFX and FDOT, contractors, and general consultants in relation to the I-4/SR 408 Ultimate Interchange and the coordination for the planned Brightline construction along SR 528.

As the I-4/SR 408 interchange moves forward, CFX's customers will be impacted by high level bridge construction above SR 408 and associated ramps. This contract will ensure that the work is planned and executed in a manner that will minimize CFX customer impact. Currently CFX staff and the Construction Management Consultant are performing these duties, however activities on these projects are ramping up with around the clock operations being scheduled. In addition, this contract will provide the resources necessary to interface with the Brightline construction to the extent CFX's facilities, right of way or customers are impacted. Dedicated resources to focus on these operations are recommended.

The contract will be for an initial three-year term with two one-year renewal options.

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

Reviewed by 

Ben Dreiling, P.E.
Director of Construction


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 23, 2018

SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 417 Widening from Narcoossee Road to S.R. 528
Project 417-150, Contract No. 001393

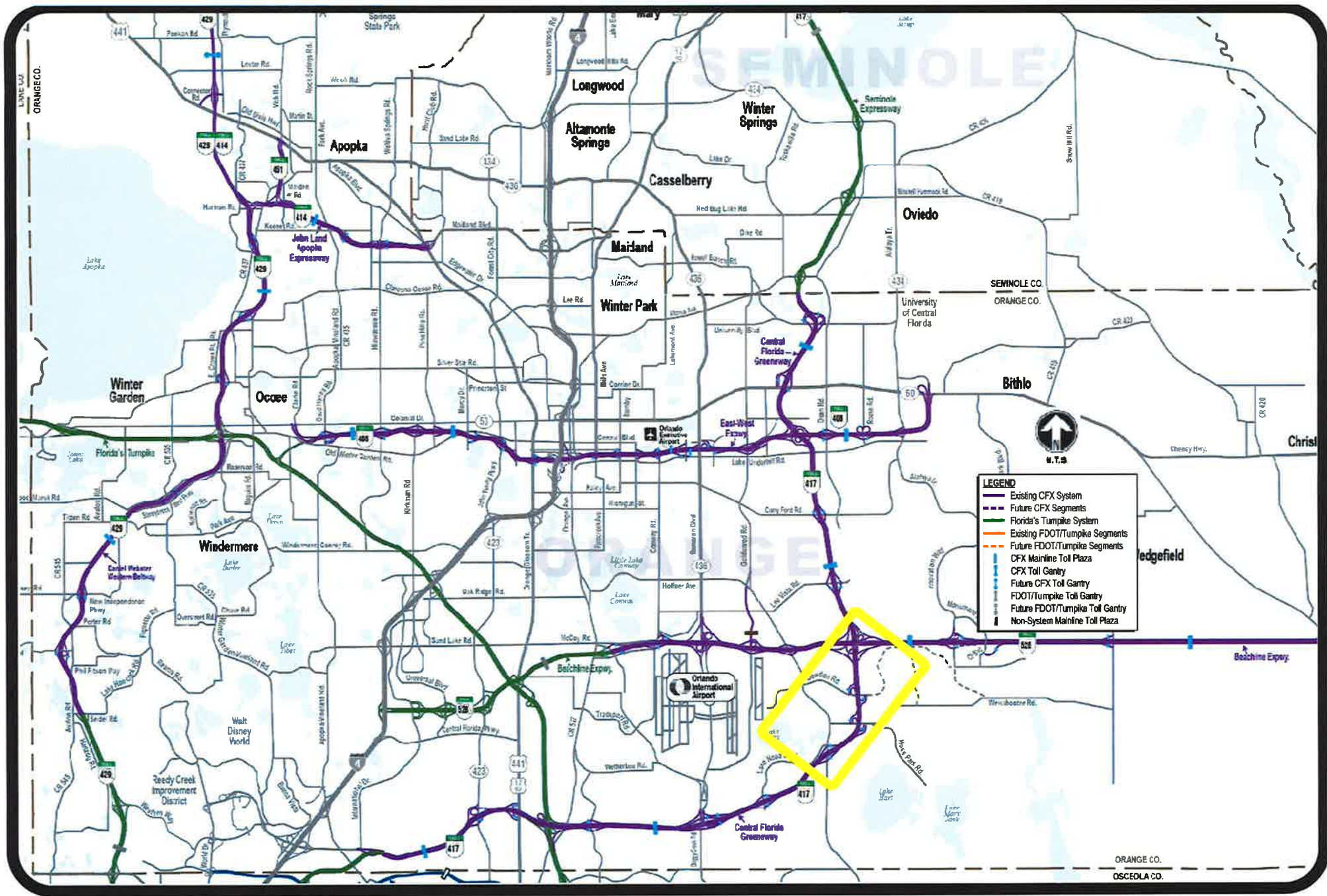
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 417 from Narcoossee Road to S.R. 528. The services will include design and preparation of plans and specifications for construction bids.

A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

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. 417 Widening from Narcoossee Road to S.R. 528 (417-150)


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 23, 2018


SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 417 Widening from Boggy Creek Road to Narcoossee Road
Project 417-151, Contract No. 001394

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 417 from Boggy Creek Road to Narcoossee Road. The services will include design and preparation of plans and specifications for construction bids.

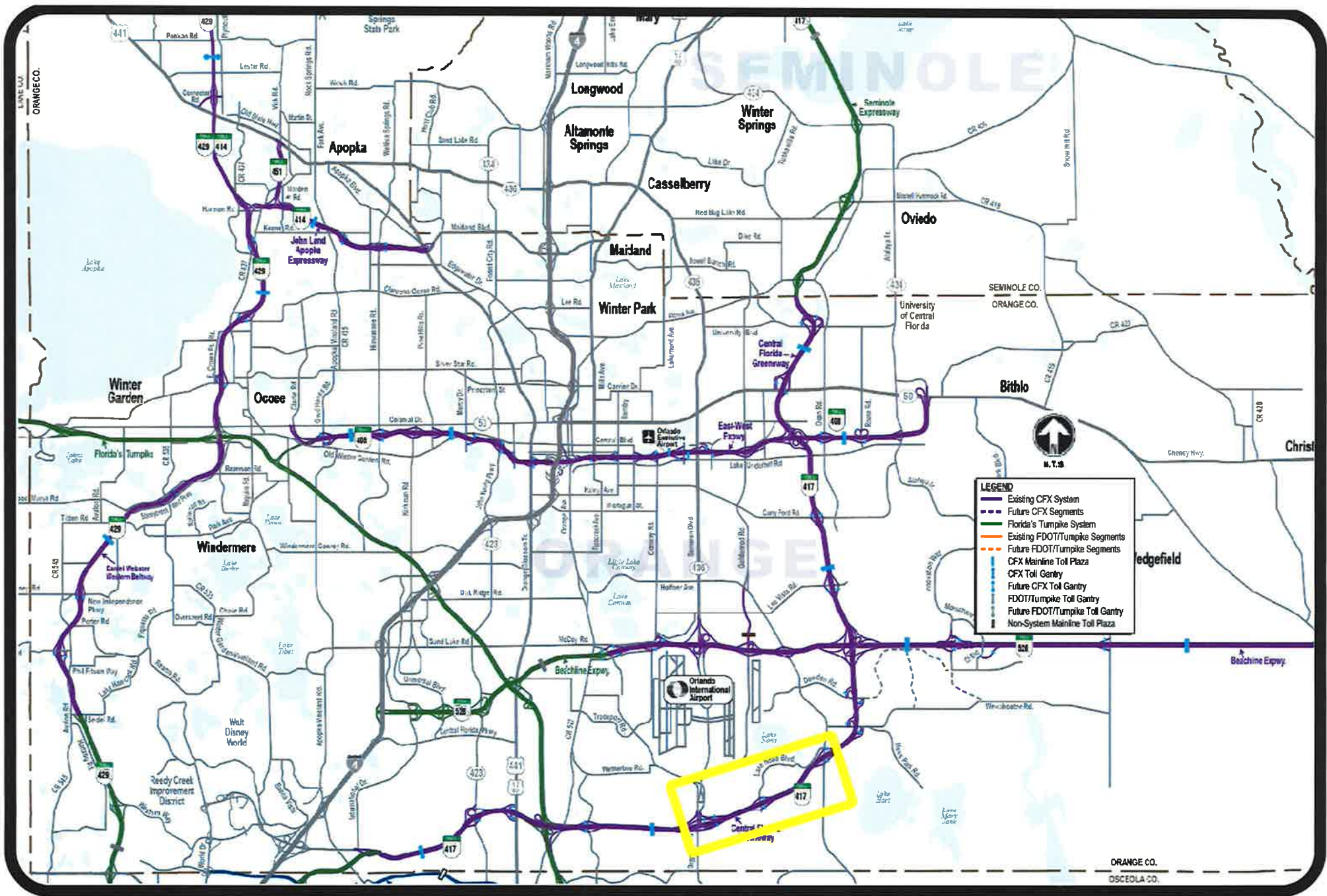
A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

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. 417 Widening from Boggy Creek Road to Narcoossee Road (417-151)

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 23, 2018

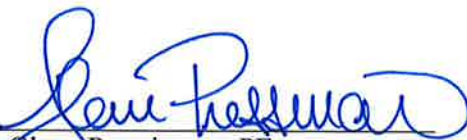
SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 429 Widening from Florida's Turnpike to West Road
Project 429-152, Contract No. 001395

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 429 from Florida's Turnpike to West Road. The services will include design and preparation of plans and specifications for construction bids.

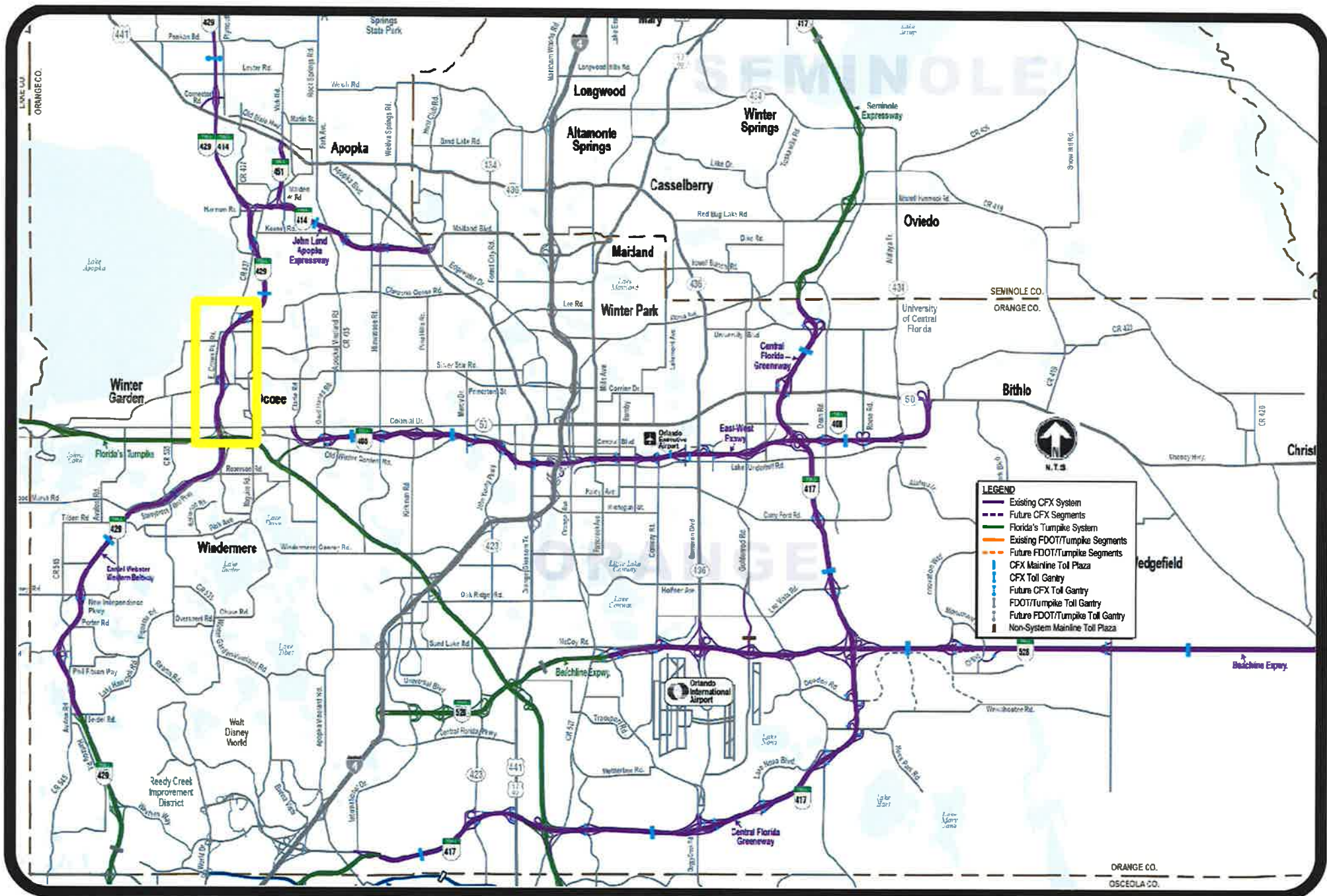
A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

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. 417 Widening from Florida's Turnpike to West Road (429-152)


CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 23, 2018

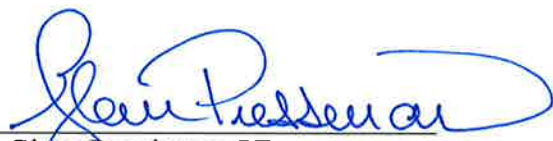
SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 429 Widening from West Road to S.R. 414
Project 429-153, Contract No. 001396

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 429 from West Road to S.R. 414. The services will include design and preparation of plans and specifications for construction bids.

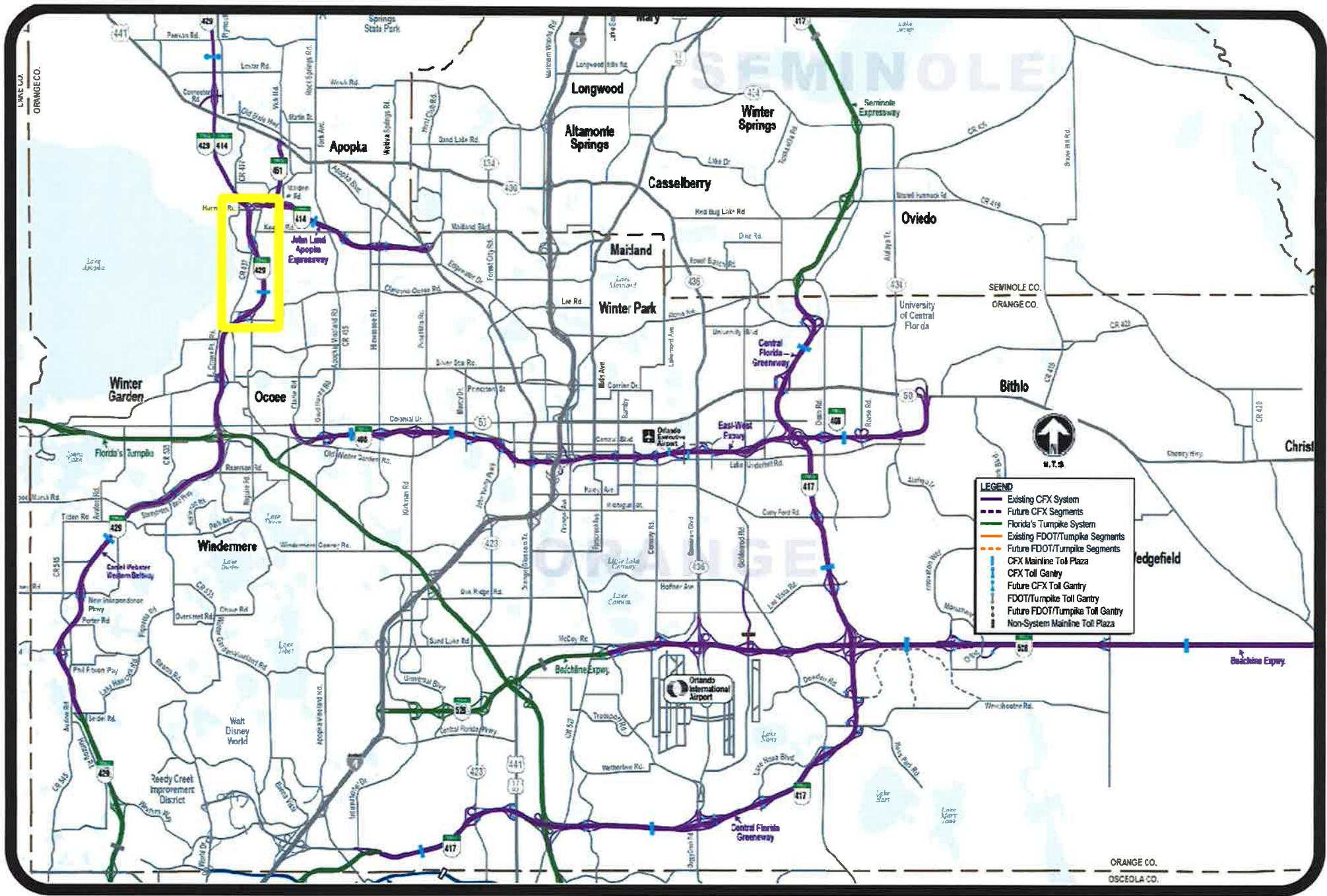
A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

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. 417 Widening from West Road to S.R. 414 (429-153)

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 23, 2018

SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 429 Widening from C.R. 535 to Florida's Turnpike
Project 429-154, Contract No. 001397

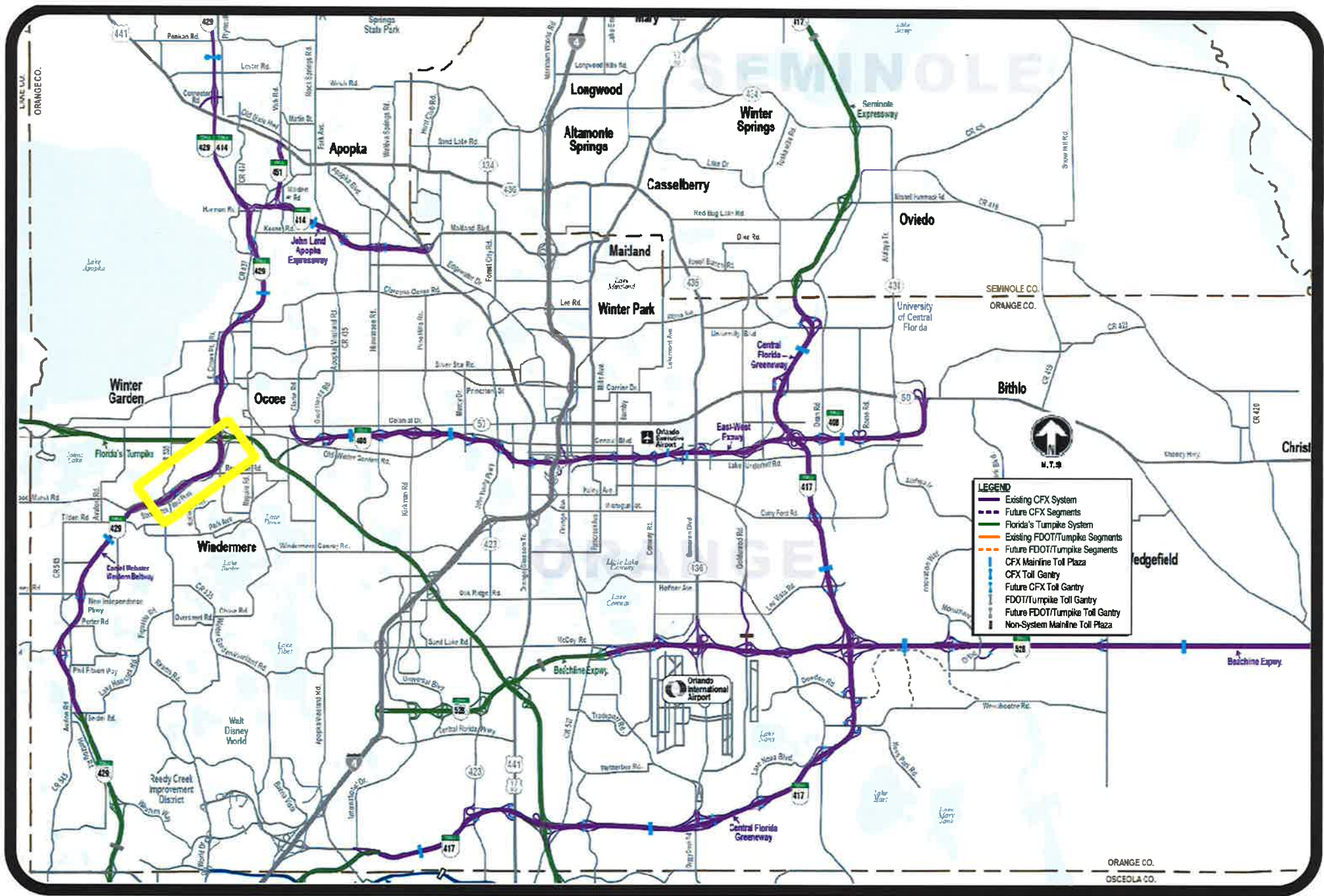
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 429 from County Road 535/Winter Garden Vineland Road to Florida's Turnpike. The services will include design and preparation of plans and specifications for construction bids.

A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

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. 417 Widening from C.R. 535 to Florida's Turnpike (429-154)


CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 23, 2018

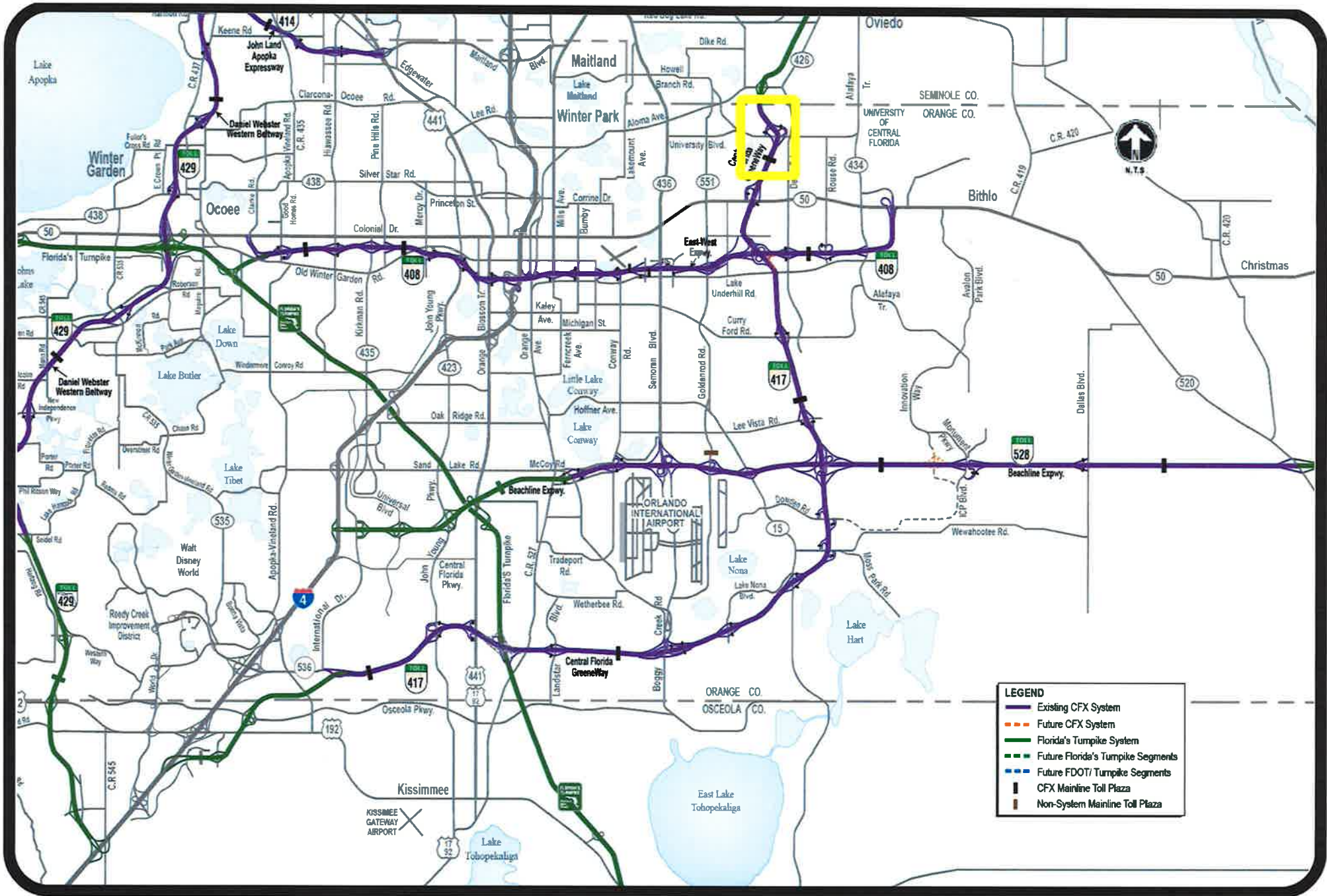
SUBJECT: Authorization to Advertise for Construction Bids
S.R. 417 Widening from Econlockhatchee Trail to the Seminole County Line
Project 417-134, Contract No. 001398

Board authorization is requested to advertise for construction bids for the S.R. 417 Widening from Econlockhatchee Trail to the Seminole County Line. This project consists of widening the roadway and associated expressway bridges from 4 to 6 general use lanes, as well as the addition of auxiliary lanes between the Econlockhatchee Trail Bridge and the University mainline toll plaza.

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. 417 Widening from Econlockhatchee Trail to Seminole County Line (417-134)

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

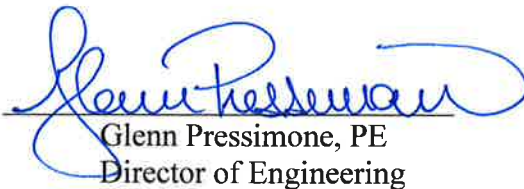
DATE: January 23, 2018

SUBJECT: Approval of Contract Award for
Lake/Orange Connector Feasibility/Project Development and Environmental
Study to Metric Engineering, Inc.
Project No. 599-225; Contract No. 001344

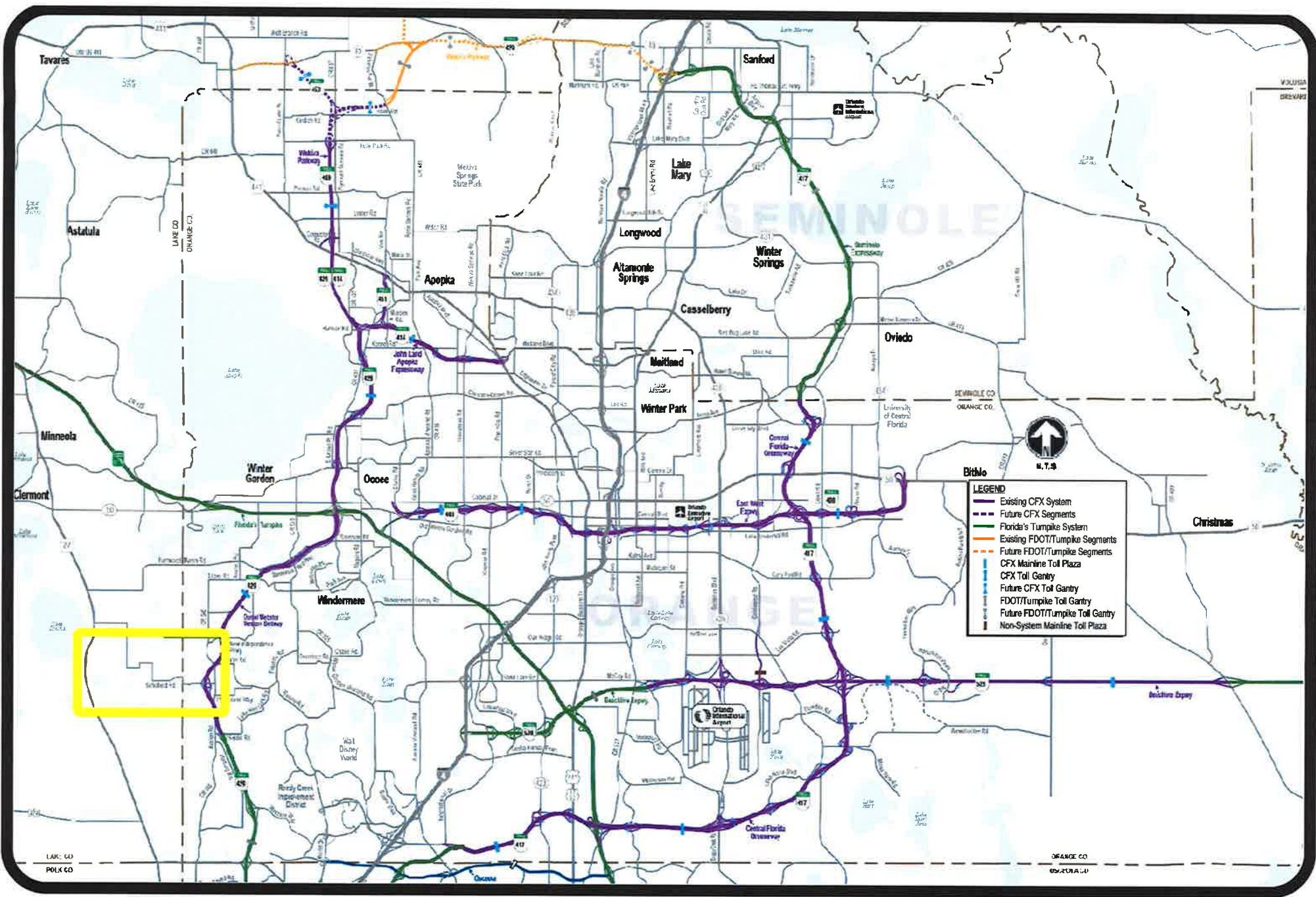
The Board approved on November 9, 2017, the final ranking and authorization to negotiate with firms for the Lake/Orange Connector Feasibility/Project Development and Environmental Study. Negotiations with Metric Engineering, Inc. have been completed. Board award of the contract to Metric Engineering, Inc. is requested in the not-to-exceed amount of \$2,100,000.

This project is included in the Five-Year Work Plan

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
 Lake/Orange Connector Feasibility/Project Development and Environmental Study (599-225)

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
METRIC ENGINEERING, INC.**

**LAKE/ORANGE CONNECTOR FEASIBILITY/PROJECT
DEVELOPMENT AND ENVIRONMENTAL STUDY**

CONTRACT NO. 001344, PROJECT NO. 599-225

CONTRACT DATE: FEBRUARY 08, 2018

CONTRACT AMOUNT: \$2,100,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

**LAKE/ORANGE CONNECTOR FEASIBILITY/PROJECT DEVELOPMENT AND
ENVIRONMENTAL STUDY**

PROJECT NO. 599-225

CONTRACT NO. 001344,

FEBRUARY 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	

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

THIS AGREEMENT, made and entered into this 8th day of February, 2018, 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, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Metric Engineering, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in planning and engineering, with the responsible project office located at 615 Crescent Executive Court, Suite 524, Lake Mary, FL. 32746.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Lake/Orange Connector Feasibility/Project Development and Environmental Study in South Lake County and West Orange County, Florida hereinafter "the Project." Further identified as Project No. 599-225 and Contract No. 001344.

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 rendering any of the services, 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.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A"**. At CFX's sole discretion and election, the Agreement may be renewed with two (2) one-year renewals, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

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

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the Project schedule within which to complete the services on the Project. In the event there have been delays which would affect the scheduled Project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time

related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

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

5.0 PROFESSIONAL STAFF

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

BCC Engineering, Inc. (Class 1)	WBQ Design & Engineering, Inc. (Class 1)
The Valerin Group, Inc. (Class 1)	WBQ Design & Engineering, Inc. (survey) (Class 2)
Southeastern Archaeological Research, Inc. (Search) (Class 1)	Tierra, Inc. (Class 2)

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the

Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A"**.

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

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

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,100,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. 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.

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this Project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 615 Crescent Executive Court, Suite 524, Lake Mary, Florida 32746.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," 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.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the

CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part, 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 in accordance with **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 and 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 Section 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.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the 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 for consideration by the Executive Director; 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 indemnify and hold harmless CFX and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY 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 of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, 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 CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX.

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 any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this

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

16.0 INSURANCE

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

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

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

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

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall

maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 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 or 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 mark, including trademarks, service marks, or any 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 Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark 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 Florida Statutes 112.313 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

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

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

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

21.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the 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 oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they

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

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 this paragraph 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 [Florida Department of Management Services] convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the [Florida Department of Management Services] convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the [Florida Department of Management Services] 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 Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the 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) calendar 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:

To CFX: 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

To CONSULTANT: Metric Engineering, Inc.
615 Crescent Court, Suite 524
Lake Mary, FL. 32746
Attn: William Sloup, P.E.

Attn: _____

30.0 GOVERNING LAW AND VENUE

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

31.00 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX’s Board of Directors at its meeting on February 8, 2018.

METRIC ENGINEERING, Inc.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

LAKE / ORANGE COUNTY CONNECTOR (US 27 to SR 429)

Feasibility / Project Development and Environment (PD&E) Study

Contract # 001344

January 2018

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

LAKE / ORANGE COUNTY CONNECTOR (US 27 to SR 429) FEASIBILITY / PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

This Exhibit forms an integral part of the agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

A new high-speed connection between US 27 and SR 429 in South Lake and West Orange Counties has been an identified need in several local long-range plans and master plans. The County Commissioners that represent the districts in South Lake and West Orange Counties have requested that the CFX consider a new tolled connection between US 27 and SR 429. The objective of this study is to assess the feasibility and viability of this Lake / Orange County connection as a toll road under the CFX Master Plan policy for new projects as a system expansion. This new regional connector has been previously studied: in the SR 408 Western Extension Study (CFX 2002); the Wellness Way Corridor Feasibility Study (Orange/Lake Parkway Partners LLC 2013); and the Wellness Way Sector Plan (Lake County 2013). Additionally, traffic and revenue feasibility studies were performed in 2013 and again in 2017. The results of these studies showed that a long-term opportunity for CFX participation exists in developing a connector between US 27 and the SR 429 / Schofield Road interchange. The boundary limits of this PD&E study are generally described as: the proposed Wellness Way corridor on the north; SR 429 on the east; Old YMCA Road on the south; and US 27 on the west. The Lake County to Orange County Connector (US 27 to SR 429) Feasibility / Project Development and Environment (PD&E) Study will build on the results of the previous studies to determine if a reasonable improvement option exists that will meet the current and projected transportation needs of the area.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, CFX, the CFX's general engineering consultant (GEC), Dewberry Engineers, and the CFX's traffic and revenue consultant (hereinafter referred to as the T&R), CDM Smith.

The Project Development process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, State Environmental Impact Report (SEIR) unless otherwise stated. In the event of a contradiction between the provision of the SEIR requirements and this exhibit, the provisions of the SEIR will apply.

Using the results of the previous studies as a foundation, this study will revisit the conclusions and recommendations to confirm a preferred corridor. The work will include the preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures,

interchange and intersection requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

The GEC will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the engineering / environmental study reports required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this Agreement on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this Agreement.

STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of a potential Lake County to Orange County Connector (US 27 to SR 429) roadway. All factors related to the design and location of the facility must be considered including transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to prepare a series of reports documenting the preliminary engineering and design concept, including existing and predicted conditions, typical sections, right-of-way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the improvement and its alternatives.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The resultant engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a state-funded transportation improvement when a SEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a preferred alignment alternative, will constitute Location and Design Concept Acceptance of the proposed action as a SEIR.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)

- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Notice to Proceed Meeting/Scoping Meeting

The CONSULTANT shall meet with appropriate CFX, GEC and T&R personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

- a. Render all relevant information in its possession;
- b. Establish any ground rules upon which the study process will be conducted;
- c. Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
- d. Explain the financial administration of the contract.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by the CFX. Any changes in the indicated personnel shall be subject to review and approval by the CFX.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX and GEC for their records within one (1) week of the receipt of said correspondence.

Submittals

The CONSULTANT shall provide (Draft and Final) copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating

purposes, and the Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals.

<u>Provisions for Work:</u>	<u>Copies:</u>
Quality Control Plan	2
Project Schedule	2

<u>Engineering Items:</u>	<u>Copies:</u>
Corridor Analysis Memorandum	2
Project Traffic Analysis Report	2
First Draft Preliminary Engineering Report	2
Final Preliminary Engineering Report (Signed and Sealed)	4
Location Hydraulics Report	2
Pond Siting Report	2
Conceptual Design Roadway Plan Set	2
Conceptual Right-of-Way Plans	2
Geotechnical Report	2
Typical Section Package	2
Utility Assessment Package	2
Roundabout Evaluation Technical Memorandum	2

<u>Environmental Items:</u>	<u>Copies:</u>
Advance Notification Package	
Public Involvement Plan	2
State Environmental Impact Report	4
Noise Study Report	2
Air Quality Report/Tech Memo	2
Contamination Screening Evaluation Report	2
Public Hearing Transcript	2
Natural Resource Evaluation	2
Cultural Resource Assessment Survey	2
Water Quality Impact Evaluation Report	2

Upon completion of the study, the CONSULTANT shall deliver to the CFX, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Coordination with other Entities

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the preliminary engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

The CONSULTANT will be required to coordinate the study with all other studies and projects within the study area, including, but not limited to, the Hartle Road PD&E Study being performed by Lake County.

Project Schedule

The PD&E Study is expected to have an eighteen (18) month duration. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

Project Management, Meetings and Coordination

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-monthly basis for progress meetings; therefore, thirty-six (36) meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to the CFX in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

1 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the PD&E Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in the PD&E Manual and the following sections.

All public involvement tasks and activities will be coordinated with the CFX's Public Affairs and Communications Department.

1.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the PD&E process. Obtaining stakeholder public consensus throughout the PD&E phase is the desired outcome of the PIP.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including, but not limited to the following:

- a. Identification of stakeholders and interested parties.
- b. Field review of potential meeting sites.
- c. Preparation and distribution of meeting announcements and notices.
- d. Preparation of meeting notes.

1.2 Mailing List

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- a. Public officials and their staffs
- b. Affected residents, business tenants and property owners within the project area.
- c. Interested parties, including:
 1. Residents/property owners within 300 feet of the alternative alignments.
 2. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- d. Special interest groups

The CONSULTANT will maintain the mailing list in a computer file which is acceptable to the CFX. For each mailing, the CONSULTANT will provide the CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

1.3 Notice of Intent (N/A)

1.4 Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter in accordance with the PD&E Manual for the CFX's Executive Director or designee to submit to the State Clearing House. The CONSULTANT shall distribute the Advance Notification package to all appropriate agencies within twenty (20) working days of the Notice to Proceed meeting.

1.5 Scheduled Public Meetings

The CFX has determined that multiple public meetings will be required to provide adequate opportunities for the public to participate in the PD&E Study. The CONSULTANT shall provide all support necessary for the CFX to hold or participate in three (3) public meetings, as listed below:

- A. Public Kick-off Meeting (General study overview, area, schedule, issues, etc.)
- B. Alternatives Public Workshop (Viable alternatives, evaluation, impacts, etc.)
- C. Public Hearing (Recommended Alternative)

For each meeting, the CONSULTANT shall prepare and/or provide:

- a. Scripts or agenda for presentation.
- b. Handouts.
- c. Graphics for presentation.
- d. Meeting equipment set-up and tear-down.
- e. Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
- f. Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.) Affected property owners includes those parcels that lie a minimum of 300 feet from the roadway right-of-way and any additional parcels that lie outside of the 300 foot buffer that may be impacted by any potential median modifications.
- g. News releases.
- h. The Public Kickoff Meeting and the Alternatives Public Workshop will also include a running PowerPoint presentation with audio, in lieu of a live speaker.
- i. For the Public Hearing, the CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the CFX as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for CFX use. The CONSULTANT will also prepare a Public Hearing Summary.

The CONSULTANT will investigate potential meeting sites to advise the CFX on their suitability. The CONSULTANT will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CFX staff.

Drafts of all notification advertisements and letters shall be submitted to the CFX for its approval at least one (1) week prior to mailing. Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the CONSULTANT. Actual copies of the notices shall be retained in the project files.

Within three (3) weeks after each public meeting, the CONSULTANT will prepare a public involvement package of the following materials:

- a. Advertisements and legal notices
- b. Letter notices to affected property owners
- c. Mailing list for letter notices sent to affected property owners
- d. Newsletters
- e. Minutes of information sessions
- f. Sign-in sheets
- g. Comment sheets
- h. Draft responses to comments, inquiries or statements of record

1.5.1 Project Advisory Committees

The CONSULTANT shall establish a PD&E Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from the FDOT, Lake County, Orange County, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each (a total of six [6] meetings) during the PD&E Study to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

The CONSULTANT will coordinate with the CFX and the GEC to prepare the initial PAG and EAG members list. The CONSULTANT will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study. The CONSULTANT will also be responsible for preparing all materials, exhibits, presentations, etc. to be distributed to the PAG/EAG members.

1.5.2 Officials Project Kick-Off

Within thirty (20) working days after the Notice to Proceed meeting, the CONSULTANT will prepare and distribute a Project Kick-Off Letter to the following organizations: FDOT, MetroPlan Orlando, Lake-Sumter MPO, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies, public utility owners, and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the proposed project. Typical information shall include: study team, project scope, project limits, schedule, and potential issues and concerns.

The CONSULTANT will also arrange for, prepare, and present a project kick-off presentation to the Orange and Lake County commissions, MetroPlan Orlando and the Lake-Sumter MPO boards (and technical committees as required) at their regularly scheduled meetings.

1.6 Unscheduled Public Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, Lake-Sumter MPO, Orange County, Lake County, neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to twenty-four (24) such unscheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX Board, the MetroPlan Orlando Board, and the Lake-Sumter MPO Board prior to the three milestone meetings.

1.7 Public Hearing

The CONSULTANT shall provide all support necessary for the CFX to hold or participate in one (1) public hearing, as described in section 1.5 of this document.

1.8 LDCA - N/A

1.9 Special Public Involvement Requirements

1.9.1 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff which interested parties may call with questions concerning the project. The CONSULTANT will be available to answer questions and respond to comments through this "Information Line" during regular business hours.

1.9.2 Project Newsletters

The CONSULTANT shall prepare and distribute four (4) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the four newsletters will coincide with key project milestones as follows:

- a. Kick-off Meeting Newsletter
- b. Pre-Alternatives Public Workshop Newsletter
- c. Pre-Public Hearing Newsletter
- d. Post-Public Hearing Newsletter

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a standard right-of-entry letter via US Post Office mail delivery.

1.9.3 Project Webpage

The CONSULTANT shall provide information about the study to the CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the CFX four times during the study. These times will coincide with the newsletter mailings.

1.9.4 In-House Displays

The CONSULTANT shall maintain within his office a viewing area where interested parties may inspect displays including, but not limited to, the following:

- a. 1" =200' scale and/or 1" =400' scale concepts showing all alternatives
- b. Available aerial photography of the study area
- c. A regional map

A representative within the CONSULTANT's office shall be available to assist interested parties and answer questions dealing with the project. Questions which the CONSULTANT is unable to answer shall be referred to the CFX. Upon consultation with the CFX, the CONSULTANT shall draft responses to the questioning parties which shall be endorsed and distributed by the CFX.

The CONSULTANT also agrees to supply duplicates of the 1" =200' scale concepts and the 1" = 400' scale concepts for display in the CFX's office.

2 ENGINEERING ANALYSIS AND REPORTS

2.1 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

2.2 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

2.3 Survey Coordination

The CONSULTANT shall use aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The CONSULTANT shall be responsible for coordinating with CFX regarding project requirements, review of survey data and scheduling. Existing available controlled aerial photography will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The CONSULTANT will recommend mapping scales for approval by CFX.

2.4 Geotechnical

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other

information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, review of geotechnical data and scheduling.

2.5 Traffic

The CONSULTANT will coordinate with CFX and obtain all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

2.5.9 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from CFX

2.5.10 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from CFX

2.5.11 Signalization Analysis

In coordination with the CFX, the CONSULTANT shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The CONSULTANT will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative.

2.6 Safety

The CONSULTANT shall obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

The CONSULTANT will document the results of the safety summaries in the PTAR.

2.7 Utilities and Railroads

The CONSULTANT shall collect data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

- a. Overhead Transmission lines, microwave towers, etc.
- b. Underground water, gas, sanitary sewer, force mains, power and telephone cables, etc.
- c. Bridge attachments.

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 21 of the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

2.8 Needs

2.8.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- a. Metro Plan Orlando Long Range Transportation Plan
- b. Lake-Sumter MPO Long Range Transportation Plan
- c. Orange County Comprehensive Plan
- d. Lake County Comprehensive Plan
- d. LYNX
- e. Non-motorized modes, including bikeways and pedestrian walkways
- f. Other applicable transportation plans

2.8.2 Analysis of Existing Conditions

The CONSULTANT will analyze the existing facility and conditions for deficiencies.

2.8.3 Purpose and Need

The CONSULTANT will prepare the purpose and need statement and project description. The CFX and GEC will review and approve the Purpose and Need statement.

2.9 Corridor Analysis

2.9.1 Corridor Identification

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall methodically review the previous studies to confirm a preferred corridor and to determine if other viable corridors exist within which alternative alignments should be developed. The corridor analysis shall be performed in accordance with the PD&E Manual and shall be documented in the Corridor Analysis Memorandum.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of the viable corridor(s).

2.10 Roadway

2.10.1 Existing Roadway Characteristics

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by CFX, FDOT, Lake County and Orange County. The

CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

2.10.2 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical section alternatives for the project. These will include CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way, and incorporating of other desirable features.

2.10.3 Roadway Design Alternatives

Based on CFX direction, the CONSULTANT will then prepare the Refined Conceptual Alternatives at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the refined alternatives.

The Refined Alternatives will be presented to the PAG and the EAG for review and input. Based on responses received from the PAG and the EAG, the CONSULTANT will recommend which refined alternatives should be carried forward and developed as Viable Alternative(s).

The CONSULTANT will abstain from indicating preference between any proposed alternative prior to the public hearing unless specifically requested to do so by the CFX.

The entire Conceptual Alternatives Development and Evaluation process shall be documented by the CONSULTANT in a technical memorandum.

The CONSULTANT will further refine the Conceptual Alternatives, thereby creating the Viable Alternatives. The Viable Alternatives will be prepared on the base maps at an appropriate scale for review and evaluation. Working profiles will be developed for each Viable Alternative along with interchange concepts and other preliminary design features including property access treatments, stormwater facilities and toll plaza envelopes.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate and document alternative sections such as, but not limited to, cantilever overhangs, retained earth walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts and maintenance-of-traffic will be considered, evaluated and documented during this project phase.

The Viable Alternatives will be developed to a point at which the following can be determined:

- a. Horizontal and vertical alignment
- b. Typical cross section
- c. Preliminary right-of-way needs and impacts
- d. Preliminary drainage needs (showing required outfalls)
- e. Existing and proposed utility locations
- f. General soils information

- g. Local roadway improvement needs
- h. Structure locations, sizes, spans, etc.
- i. Potential stormwater pond sites, sizes, locations, etc.
- j. Retaining walls
- k. Sound walls
- l. Other features as directed by the CFX and GEC

2.10.4 Access Management

The CONSULTANT will ensure the appropriate access management standards are reflected within any alternative that effects the local roadway network.

2.10.5 Identify Construction Segments

The CONSULTANT shall make a preliminary review of feasible segments for construction projects within the project in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvements.

2.11 Structures

2.11.1 Existing Structure Characteristics

The CONSULTANT shall inventory and research existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement.

2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

2.11.3 Structures Design Alternatives

The CONSULTANT will show estimated bridge limits on the Viable Alternative concepts. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each viable alternative bridge.

2.12 Drainage

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternatives. This effort will be coordinated with CFX, the FDOT Maintenance Department and Orange and Lake Counties to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and

downstream structures and inventory existing storm drain systems; noting their type, size, hydraulic basin they serve and discharge points.

The CONSULTANT will determine and quantify the base floodplain involvement for the viable alternatives. Additionally, the CONSULTANT will obtain all data necessary to analyze any encroachments

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the viable alternates. A maximum of three (3) stormwater treatment / attenuation alternates per drainage basin will be identified, including the preferred alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report and pond shapes will be prepared in CADD format. . The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall identify Seasonal High Water elevations using available geotechnical data

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include: Identify and list all existing cross drains for it size, length and flow lines information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; perform preliminary analysis for proposed bridge improvements. The analysis includes 50 year, 100 year and 500 year stages in the river and flood stage increment compare to existing condition for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis.

2.13 Concept Plans

2.13.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include:

- a. Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
- b. Street names: label street names and highway numbers in immediate project area.
- c. Surface features: label all pertinent cultural and natural features and land use information.
- d. North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
- e. Plot property lines.
- f. Plot new data as it becomes available to keep base maps up to date.

2.13.2 Alternative Concept Plan

The CONSULTANT will prepare alternative concept plans. At a minimum, the concept plans should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay concept plans on the base maps. The concept plans will be prepared at a scale of 1"=200'. In addition, the CONSULTANT will draw an overall location plan of the project alternative at a ratio of 1" = 100'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

2.13.3 Preferred Alternative Concept Plans

Upon approval by the CFX of the preferred alternative, the CONSULTANT will develop the preferred alternative on the base maps at a scale of 1" = 100' that include refinements from the public hearing.

2.14 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Design Manual.

2.15 Design Exception and Variation (N/A)

2.16 Multi-Modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternatives. This includes identifying the location of potential "Park and Ride" facilities, potential public transit stop operational or safety improvements, and potential multi-use trail crossing.

2.17 Park and Ride Lots

See 2.16

2.18 Maintenance of Traffic

The CONSULTANT will analyze the design alternatives for constructability and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

2.19 Comparative Analysis and Evaluation

The CONSULTANT will prepare an evaluation matrix, which will include the significant impacts and costs of each Viable Alternative being considered. The No-Build Alternative will also be included in the matrix.

The evaluation matrix will at a minimum include the following features:

- a. Construction Costs
- b. Right-of-way impacts
- c. Engineering costs
- d. Utility impact costs
- e. Environmental impacts
- f. Socio-Economic impacts
- g. Maintenance of traffic impacts
- h. Relocation potential
- i. Drainage impacts / costs
- j. Hazardous material impacts

The CONSULTANT shall be prepared to present the viable alternatives and the evaluation at the Alternatives Public Workshop.

The CONSULTANT will complete an evaluation and comparison of the Viable Alternatives. This will include engineering, environmental and public input.

2.20 Selection of Preferred Alternatives

Upon completion of the evaluation and comparison, the CONSULTANT will recommend a single Preferred Alternative to the CFX.

2.21 Value Engineering (N/A)

2.22 Risk Management (N/A)

2.23 Construction Cost Estimate

The CONSULTANT shall prepare a construction cost estimate for two pre-final alternatives and one for the preferred alternative.

2.24 Right-of-Way Cost Estimate

The CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for each viable alternative shown on aerials as well as spreadsheet tables. GEC staff will prepare preliminary R/W costs.

2.25 Preliminary Engineering Report (PER)

The CONSULTANT will prepare the Preliminary Engineering Report (PER) and all required supporting engineering reports in accordance with the PD&E Manual for review and comment by the CFX and GEC. Following review by the CFX, the CONSULTANT will make this report available to the public prior to the Public Hearing. The Final PER will be finalized after the Public Hearing.

2.26 Other Engineering Services

The CONSULTANT shall coordinate the assessment and development of Intelligent Transportation Systems (ITS) proposals with CFX. The CONSULTANT shall provide assessments and recommendations for future ITS infrastructure improvements as necessary.

2.27 Quality Assurance/Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for insuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial analysis and work. The CFX may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

3 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall perform the appropriate level of environmental analysis of each community, cultural, natural or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual.

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment by the CFX prior to producing final reports and documents.

3.1 Land Use Changes

The CONSULTANT shall review existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with Part 2, Chapter 4, of the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use, compared to existing (taking into account current plans and the ongoing roadway improvement).

3.2 Socioeconomic Characteristics

The CONSULTANT will conduct an overview of the study area to explore the socioeconomic issues, features, and activities that will influence the development of the extension alternatives. Socioeconomic features to be catalogued will include, but not be limited to:

- a. Schools
- b. Places of worship
- c. Community centers and parks
- d. Other public facilities
- e. Neighborhoods
- f. Specialized housing

The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the alternatives. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

The CONSULTANT will perform and document a Community Impact Assessment in accordance with Part 2, Chapter 4 of the PD&E Manual.

3.3 Economic

The CONSULTANT shall prepare a Community Characteristics Inventory that documents key community amenities and features within the study area. The CONSULTANT shall also document how public comments, ideas and concerns have been addressed as part of the project. The alternatives proposing new roadway alignments and new traffic patterns can greatly alter access/ease of access to local businesses

3.4 Mobility

The CONSULTANT shall review and analyze current mobility options for local traffic and pedestrians to access area businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

3.5 Aesthetics

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with Part 2, Chapter 5 of the PD&E Manual.

3.6 Relocation Potential

The CONSULTANT shall collect the data and develop ROW parcel impact maps and spreadsheet tables. GEC will provide the R/W cost estimate.

3.7 Archaeological and Historical Resources

The CONSULTANT will provide a cultural resource assessment for the project, which shall include coordination with FDOT and SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all cultural and historic resources and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 4, of the PD&E Manual.

3.8 Recreational/ Section 4(f)

The CONSULTANT will identify and describe all recreational resources and preservation areas within the study area.

3.9 Wetlands and Essential Fish Habitat

The CONSULTANT will collect all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with Part 2, Chapter 9 of the PD&E Manual.

The CONSULTANT shall collect all data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

3.10 Water Quality

The CONSULTANT will obtain information on the existing water quality of potential receiving water bodies and evaluate the project's potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

3.11 Special Designation

The CONSULTANT shall collect all data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with Part 2, Chapters 9 and 12 of the PD&E Manual.

3.12 Wildlife and Habitat

The CONSULTANT will generally describe the project area and more specifically describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the alternative improvements.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any state or Federal "critical habitat" must be identified.

The CONSULTANT will obtain all biological information needed to prepare a Natural Resources Evaluation of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Natural Resources Evaluation for the project in accordance with Part 2, Chapter 16 of the PD&E Manual.

3.13 Identify Permit Conditions

The CONSULTANT will obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions, and type of permits required.

3.14 Farmlands

The CONSULTANT will confirm and document that there are no farmland impacts associated with this project in accordance with Part 2, Chapter 6 of the PD&E Manual.

3.15 Noise

The CONSULTANT shall collect all data necessary to perform the noise impact analysis in accordance with the PD&E Manual. The noise analysis will be conducted in accordance with Chapter 18 of Part 2 of the FDOT PD&E Manual. This task will include a qualitative corridor analysis which will be conducted to provide a comparative assessment of noise impacts for up to three corridor alternatives. Develop Traffic Noise Model input data and evaluate the existing conditions and two Build Alternatives. Conduct detailed traffic noise barrier analyses for Noise Sensitive Areas (NSAs) within 300 feet of the project corridor. Prepare traffic data from project's DTTM for noise analysis. The CONSULTANT shall prepare a comprehensive Tech Memo in lieu of a full Noise Study Report.

3.16 Air Quality

The CONSULTANT shall collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with Part 2, Chapter 19 of

the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

3.17 Construction Impact Analysis

The CONSULTANT will address potential construction impacts associated with this project in accordance with Part 2, Chapter 3 of the PD&E Manual.

3.18 Contamination

The CONSULTANT shall collect all data necessary to perform the Contamination Screening Evaluation in accordance with Part 2, Chapter 20, of the PD&E Manual.

3.19 Class of Action Determination (N/A)

3.20 Type II Categorical Exclusion (N/A)

3.21 SEIR

The CONSULTANT will prepare the State Environmental Impact Report (SEIR) in accordance with the PD&E Manual for review and comment by the CFX and GEC. Following review by the CFX, the CONSULTANT will prepare this report after all other reports have been finalized and will make this report available to the public prior to the Public Hearing. The Final SEIR will be finalized after the Public Hearing.

3.22 Environmental Assessment (N/A)

3.23 FONSI (N/A)

3.24 Draft EIS (N/A)

3.25 Final EIS (N/A)

3.26 Quality Assurance/ Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings, if required.

4 MISCELLANEOUS

4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the GEC in a format as prescribed by CFX and no less than 5 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Within ten (10) calendar days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with CFX as needed throughout the life of the project. It is anticipated 36 bi-monthly progress meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with CFX.

4.3 Additional Services – N/A

30 GEOTECHNICAL

The intent of the geotechnical investigation is to identify potential fatal flaws, problematic soils, groundwater elevations and subsurface conditions that would impact the selection of a specific alignment or corridor alternative. The CONSULTANT shall be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with FDOT standards, or as otherwise directed by CFX. CFX will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Before beginning the investigation and after the Notice to Proceed is given, the CONSULTANT shall submit an investigation plan for approval and meet with CFX or representative to review the project scope and CFX requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review alignments, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify CFX in adequate time to schedule a representative to attend all related meetings and field activities.

30.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, and other geotechnical related resources available. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related field work activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by CFX.

Obtain pavement cores as directed in writing by CFX.

If required, a preliminary roadway exploration shall be performed for the alternative alignments. The preliminary roadway exploration will be performed and results provided to CFX to assist in establishing preliminary roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by CFX.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by CFX.

All laboratory testing and classification will be performed in accordance with applicable FDOT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

30.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with CFX for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to CFX for approval prior to commencing with the boring program.

30.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.4 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standards Index 600 series.

30.5 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.6 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of CFX.

30.7 Groundwater Monitoring – N/A

30.8 LBR / Resilient Modulus Sampling – N/A

30.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.10 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

30.11 Design LBR – N/A

30.12 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

30.13 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

30.14 Parameters for Water Retention Areas – N/A

30.15 Delineate Limits of Unsuitable Material – N/A

30.16 Electronic Files for Cross-Sections

Create electronic files of boring data.

30.17 Embankment Settlement and Stability – N/A

30.18 Stormwater Volume Recovery and/or Background Seepage Analysis – N/A

30.19 Geotechnical Recommendations – N/A

30.20 Pavement Condition Survey and Pavement Evaluation Report - N/A

30.21 Preliminary Roadway Report

Submit a preliminary roadway report presenting results of review of published documents and results of preliminary pond auger borings. Copies of U.S.G.S. and S.C.S. maps with project limits shown. A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505. The results of all tasks discussed in all previous sections regarding data interpretation and analysis. An appendix that contains stratified soil boring profiles and laboratory test data sheets. The CONSULTANT will respond in writing to any changes and/or comments from CFX and submit any responses and revised reports.

30.22 Final Report

The Final Roadway Report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown. A report of tests sheet

that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505. The results of all tasks discussed in all previous sections regarding data interpretation and analysis. An appendix that contains stratified soil boring profiles and laboratory test data sheets. The CONSULTANT will respond in writing to any changes and/or comments from CFX and submit any responses and revised reports.

30.23 Auger Boring Drafting

Draft auger borings as directed by CFX.

30.24 SPT Boring Drafting – N/A

Structures

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples. Rock cores shall be retained as directed in writing by CFX.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by CFX.

All laboratory testing and classification will be performed in accordance with applicable FDOT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

30.25 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with CFX for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to CFX for approval prior to commencing with the boring program.

30.26 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.27 Coordinate and Develop MOT Plans for Field Investigation

All work zone traffic control will be performed in accordance with FDOT's Roadway and Traffic Design Standards Index 600 series.

30.28 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.29 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of CFX.

30.30 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

30.31 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.32 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

30.33 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

30.34 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

30.35 Selection of Foundation Alternatives (BDR) – N/A

30.36 Detailed Analysis of Selected Foundation Alternate(s) – N/A

30.37 Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

- 30.38 Lateral Load Analysis (Optional) – N/A**
- 30.39 Walls – N/A**
- 30.40 Sheet Pile Wall Analysis (Optional) – N/A**
- 30.41 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles – N/A**
- 30.42 Box Culvert Analysis – N/A**
- 30.43 Preliminary Report – BDR – N/A**
- 30.44 Final Report - Bridge and Associated Walls**

The final structures report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown. Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data. The results of all tasks discussed in all previous sections regarding data interpretation and analysis. Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary. An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, a complete FHWA check list, and any other pertinent information.

- 30.45 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights – N/A**

- 30.46 SPT Boring Drafting**

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by CFX. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

- 30.47 Other Geotechnical – N/A**

- 30.48 Technical Special Provisions – N/A**

- 30.49 Field Reviews**

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

- 30.50 Technical Meetings – N/A**

30.51 Quality Assurance/Quality Control

30.52 Supervision

30.53 Coordination

30.54 Optional Preliminary Contamination Assessment – N/A

APPENDIX A - DESIGN CRITERIA

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 4 of the PD&E Manual and the following sections.

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

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard	Source			
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section <u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break) 4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5 - FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4			
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane	- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98			
<u>Shoulder Width (lanes 1-way)</u> Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided <u>Shoulder Cross Slope</u> <u>Max. Shoulder "Roll-over"</u> <u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	Total (ft)		Paved (ft)		- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510 - FDOT PPM Vol. I, Fig. 2.0.1, 2.0.2, 2.0.4
	Outside	Left	Outside	Left	
	12 12 6 10 12 10 10 10 10 0.06 7.0% 10 10 6 10 10	12 8 6 8 N/A N/A 8 N/A 10 0.05 7.0% 6 10 6 6 10	10 10 4 8 10 5 5 - - - - - - -	10 4 2 4 N/A 0 N/A 5 - - - - -	
<u>Border Width</u> Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, (94-ft desirable) 94-ft, (L.O.C. plus 10-ft as minimum) 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (OOCEA Policy) ₃			

Design Element	Design Standard		Source	
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves $\square\square\square 30' 00''$ do not use spirals) ₄		- FDOT PPM Vol. 1, Sect. 2.9 - (OOCEA Policy) ₃	
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	e_{max}	SE Trans. Rate	- FDOT PPM Vol. 1, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510, 511 - AASHTO Exh. 3-28	
<u>Vertical Curves</u> Length, $L = KA$	Dsgn. Speed (mph)	K-value		- FDOT PPM Vol. 1, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag) - OOCEA Policy; <i>Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable</i>
		Crest	Sag	
	70	401	181	
	60	245	136	
	55	185	115	
	50	136	96	
	45	98	79	
	30	31	37	
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest	Sag		
	500-ft	400-ft		
	400-ft	300-ft		
	350-ft	250-ft		
	135-ft	135-ft		
	135-ft	135-ft		
	300-ft	200-ft		
	300-ft	200-ft		
	90-ft	90-ft		
<u>Ramps</u> Ramp Terminals Length Taper	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2 $\square\square$ to 5 \square) 4 \square (desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856	
Minimum Spacing Entrance to Exit ⁶ Exit to Entrance Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft		- AASHTO Exh. 10-68, Pg. 844	

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	L = WS (DS □□45 mph) L = WS ² /60 (DS □□45 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525, 526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11,11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Entrance Ramp Taper of 900 ft. (1° - convergence)
- d. Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required.
- d. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- e. Limited access right-of-way limits per Index 450.


CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 23, 2018

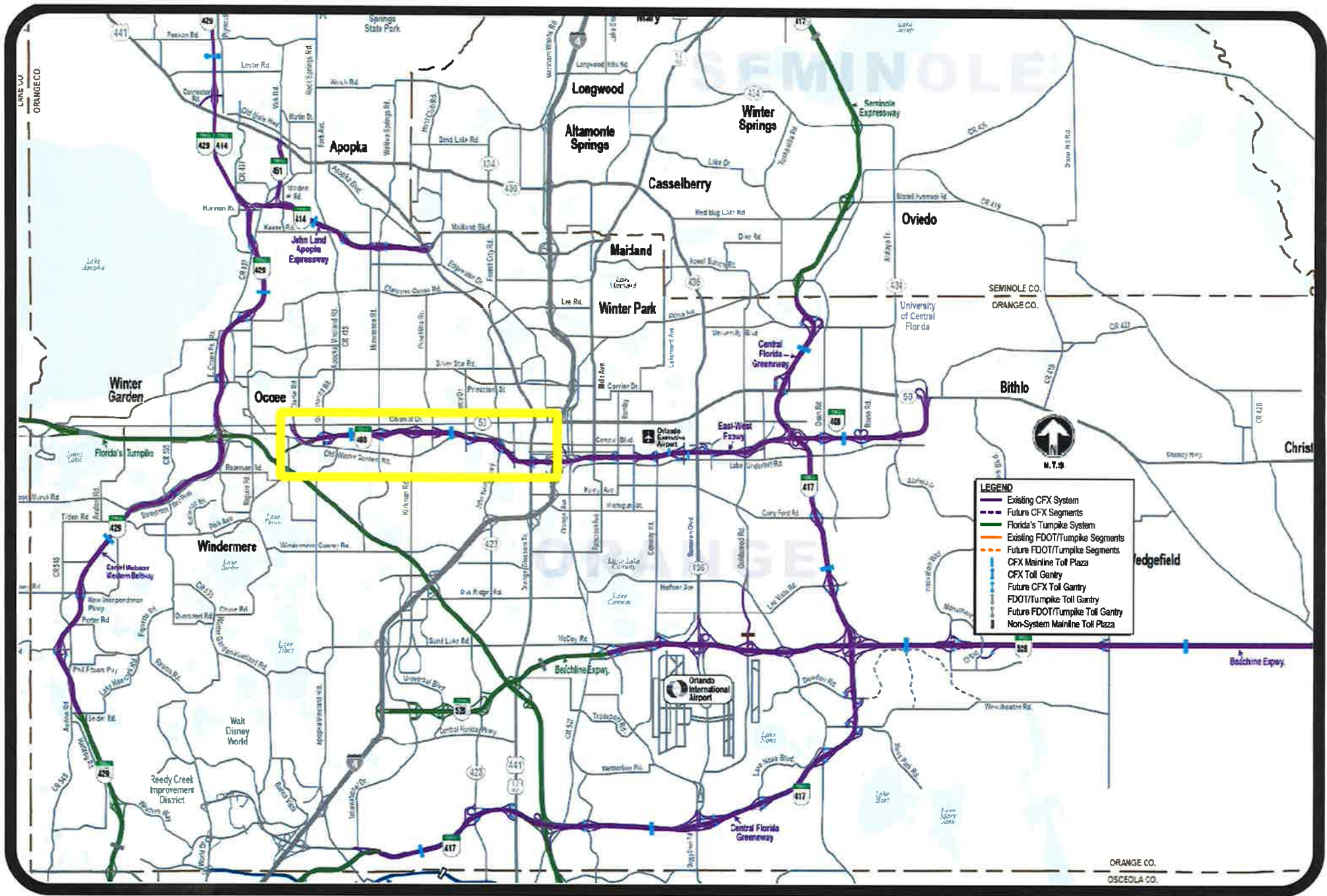
SUBJECT: Authorization to Advertise for Construction Bids for
S.R. 408 Guide Sign Replacements
Project 408-628, Contract No. 001400

Board authorization is requested to advertise for construction bids for the S.R. 408 Guide Sign Replacements from the Clark Road Ramps to the I-4 Ultimate limits. When complete, this project will replace guide signs that have met their serviceable life as well as update the Good Homes Road and Hiawassee Road westbound exits to current signing criteria.

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 Guide Sign Replacements (408-628)

**Consent Agenda Item
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 22, 2018

RE: Approval of Contract Renewal with Wells Fargo Bank, N.A.
for Banking Services
Contract No. 001015


Board approval is requested for the second renewal of the referenced contract with Wells Fargo Bank N.A., in the amount of \$1,373,300.00 for a one year period beginning June 1, 2018 and ending May 31, 2019, at the same rates currently being charged by Wells Fargo under the original contract.

The original contract is for three years with two one-year renewals.

Original Contract Amount	\$4,119,913.00
First Renewal	\$1,373,300.00
Second Renewal	<u>\$1,373,300.00</u>
Total	\$6,866,513.00

The service to be performed by Wells Fargo Bank N.A. under this renewal is to provide commercial banking services.

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

Reviewed by: 
Michael Carlisle
Director of Accounting and Finance



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL No. 2 AGREEMENT
CONTRACT NO. 001015**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of February, 2018, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Wells Fargo Bank, N.A., hereinafter called the "Bank".

WITNESSETH

WHEREAS, CFX and the Bank entered into a Contract Agreement (the "Original Agreement") dated June 1, 2014, whereby CFX retained the Bank to provide banking services; and

WHEREAS, pursuant to Section 8 of the Original Agreement, CFX and Bank 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 Bank agree to a second renewal of said Original Agreement beginning the 1st day of June, 2018 and ending the 31st day of May, 2019 at the cost of \$1,373,300.00, which amount restates the amount of the Original Agreement.

Bank states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending May 31, 2018, the Bank shall execute a 'Certificate of Completion of the Original Contract and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending May 31, 2018.

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.

WELL FARGO BANK, N.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001015

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of April, 2017, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Wells Fargo Bank, N.A., hereinafter called the "Bank".

WITNESSETH

WHEREAS, CFX and the Bank entered into a Contract Agreement (the "Original Agreement") dated June 1, 2014, whereby CFX retained the Bank to provide banking services; and

WHEREAS, pursuant to Section 8 of the Original Agreement, CFX and Bank 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 Bank agree to a first renewal of said Original Agreement beginning the 1st day of June, 2017 and ending the 31st day of May, 2018 at the cost of \$1,373,300.00, which amount restates the amount of the Original Agreement.

Bank states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract renewal ending May 31, 2017, the Bank shall execute a 'Certificate of Completion of the Original Contract and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Contract ending May 31, 2017.

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

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

WELL FARGO BANK, N.A.

BY: Todd May
Authorized Signature

Title: SVP

ATTEST: [Signature] (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement

LEGAL APPROVAL: [Signature]
AS TO FORM General Counsel for CFX

CONTRACT DOCUMENTS

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
WELL FARGO BANK, NA**

**BANKING SERVICES
CONTRACT NO. 001015**

**CONTRACT DATE: APRIL 23, 2014
CONTRACT AMOUNT: \$4,119,913.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

CONTRACT DOCUMENTS

FOR

BANKING SERVICES

CONTRACT NO. 001015

APRIL 2014

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, Member

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Addendum No. 1 (Not required for the Contract Documents)	
Addendum No. 2 (Not required for the Contract Documents)	
Addendum No. 3	

Attached compact disk contains the following and are incorporated herein

Technical Proposal	1 to 514
Price Proposal	1 to 13

MASTER BANKING SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between Orlando-Orange County Expressway Authority (Authority), and Wells Fargo Bank N.A., National Association a national banking association (the "Bank"), executed on the date (s) shown on the signature page hereof.

WITNESSETH:

WHEREAS, Authority issued its Requests for Proposals for Banking Services on March 3, 2014 (the "RFP"), to solicit proposals to serve as the Authority's primary relationship bank; and

WHEREAS, the Bank responded to the RFP by submitting its Technical and Price Proposal for Banking Services dated March 28, 2014 (the "Proposal"), which Proposal was duly accepted by the Authority as the most favorable proposal submitted; and

WHEREAS, the Bank shall be providing banking services to the Authority under the terms of this Agreement, the Scope of Services and the Proposal (hereinafter sometimes collectively called the "Contract").

WHEREAS, although the Scope of Services and the Proposal address in some detail the banking services to be provided, there are a number of operational issues not addressed by either the Scope of Services or the Proposal which the parties desired to address;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Authority and the Bank hereby covenant and agree as follows:

Section 1. Purpose and Effect of this Agreement: Delineation of Banking Services

The banking services to be provided to the Authority by the Bank shall consist of:

- (a) Each of the specific requirements, terms and conditions set forth in the Scope of Services and any addenda thereto, which are hereby incorporated by reference in its entirety; and
- (b) Each of the services, terms and conditions set forth in the Proposal, which is hereby incorporated by reference in its entirety; and
- (c) Unless the context requires otherwise, all references to "this Agreement," and use of the terms "herein," "hereby," "hereof," "hereto," "hereunder" and the like shall be deemed to include the Scope of Services, the Proposal, this Agreement and addenda.

Section 2. Controlling Provisions

Except as otherwise specifically provided in Section 6 hereof, in the event of any conflict between the specific provisions of this Agreement or any of the Exhibits hereto, and the requirements or provisions of the Scope of Services and/or Proposal, the requirements or provisions of the latter documents shall control. In circumstances of a conflict between the Proposal and Scope of Services, the Scope of Services shall prevail. Wherever possible, the provisions of all documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. It is the intention of the parties that the Exhibits hereto set forth the day-to-day operational procedures to be complied with in connection with the Authority's ordering of and the Bank's provision of specific banking services covered by the Proposal. If the Authority elects to use any of the Bank's services not set forth in the Proposal, or the Bank, in the normal course of its business, develops specific service agreements in the future for banking services requested by the Authority (in addition to those covered by the Exhibits hereto), the parties will execute specific service agreements with respect thereto in form and substance reasonably acceptable to the parties. Such agreements shall be deemed to be part of and subject to this Master Banking Services Agreement, whether or not so stated in such service agreement.

Section 3. Services to be Rendered

- (a) The Bank shall provide the Authority with the banking services set forth in the Proposal, as more fully defined herein. With respect to the Authority's depository demand deposit accounts, Authority funds collected daily shall be deposited in the accounts as described in the Scope of Services on the same day. Checks deposited shall be available as outlined in the Bank's Proposal if deposited in the Bank before it normally closes its transactions for the day, which is currently 2:00 p.m.
- (b) The Authority will attempt to limit the number of bank accounts maintained with the Bank; however, where legal requirements dictate, separate bank accounts will be maintained with the Bank. If the Authority uses services not requested in the Scope of Services, the Bank reserves the right to charge for those services in accord with its current published charges for said services.
- (c) In rendering the services requested in the Scope of Services, the Bank shall be responsible for compliance with all licensing agreements and the payment of all costs for licensing fees and royalties for all software, intellectual property and other protected or copyrighted materials or hardware used or provided in connection with its performance under this Agreement, and shall be further responsible for any costs, damages, claims or liabilities arising from the violation of any license agreement, copyright, trademark or other protection of property. The Bank shall not be responsible for any of the aforementioned costs, damages,

claims or liabilities to the extent they are caused by the negligence, breach or willful misconduct of the Authority.

(d) If, during the life of this Agreement and any renewals hereof, the Bank desires to subcontract any portion(s) of the services to a subcontractor that was not disclosed by the Bank 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 Bank shall first submit a request to the Authority's Chief Financial Officer for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Authority's Executive Director or his/her designee, no such subcontract shall be executed by the Bank until it has been approved by the Authority Board. In the event of a designated emergency, the Bank may enter into such a subcontract with the prior written approval of the Authority's 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. The parties acknowledge and agree that this subclause (d) is limited to subcontractors hired specifically by the Bank for services for the Authority.

Section 4. Compensation For Services

The not-to-exceed contract amount for the initial three-year term of this Agreement will be \$4,119,913.00. The Bank will prepare a monthly billing for services rendered in accordance with the Method of Compensation and Price Proposal. No other charges will be billed to the Authority without prior and specific written authorization from the Authority's Chief Financial Officer or Executive Director.

Section 5. Representations, Warranties and Covenants

(a) The Bank represents and warrants to the Authority it has full power and authority to enter into this Agreement and fully perform its obligations hereunder without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it. Assuming the due authorization, execution, delivery, legality and enforceability hereof by or against the Authority when executed and delivered by the parties, this Agreement will constitute a valid and binding agreement of the Bank, enforceable against it in accordance with its terms, subject only to the application of general principles of equity and limitations arising from bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally.

(b) The Bank has not employed or retained any person employed by the Authority to solicit or secure this Agreement and it has not offered to pay, paid, or agreed to pay any person employed by the Authority any fee, commission

percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

(c) The Bank is aware of the conflict of interest laws and policies of the Authority, and the State of Florida, and covenants the Bank will fully comply in all material respects with the terms thereof.

(d) The Authority represents and warrants to the Bank it has full power and authority to enter into and perform all of its obligations under this Agreement without the need for any further bids, notices or other actions by Board or any other governmental authority. When executed and delivered by the parties, this Agreement will constitute a valid and binding agreement of the Authority, enforceable against it in accordance with its terms, subject only to the application of general law and principles of equity and limitations arising from bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally. The Authority further represents and warrants to the Bank it has authorized the Authority's Executive Director, Chief Financial Officer or persons designated by them in writing, to execute and deliver documents to the Bank as necessary hereunder or reasonably deemed appropriate by such officials to effect the transactions contemplated hereby. The Authority acknowledges and agrees the Bank is fully authorized and directed to accept orders, requests and authorizations from such officials on the Authority's behalf in connection with the implementation or provision of any of the banking services covered by the Proposal. Such authorization and direction shall not be deemed to prohibit or preclude the Bank from relying upon actions or requests of other Authority personnel so long as the Bank reasonably believes, in good faith, that such persons have been authorized in writing to act on behalf of the Authority or by any of such officials.

(e) At the request of the Bank, the Authority agrees to cause its designated officials or their designees to execute such signature cards and other signature and identification verification documents as the Bank deems reasonably necessary for purposes of establishing appropriate security measures in connection with the banking services to be provided hereunder.

Section 6. Indemnification

(a) During the term of the contract, the Bank will indemnify, defend and hold harmless the Authority and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional acts or omissions of the Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party. In no event will the Bank be liable for any indirect, special, consequential

or punitive damages, whether or not the likelihood of such damages was known to the Bank, and regardless of the form of the claim or action or the legal theory on which it is based. The Bank further agrees to indemnify and save harmless the Authority, its agents or employees against any claims or liability directly related to the services provided by the Bank and provided, that such claims/liability are not caused by the negligence or willful misconduct of the Authority, its agents or employees, arising from or based upon the violation of any federal, state, or county laws, by-laws, ordinances or regulations by the Bank, its agents, servants or employees.

(b) To the extent of the monetary limits allowed pursuant to Section 768.28(5), Florida Statutes, the Authority shall indemnify and save harmless the Bank, (its directors, officers, employees and agents) from or on account of any losses or damages resulting from any breach of this Agreement by the Authority, or arising from the negligent acts or omissions of the Authority or its employees acting within the scope of their employment.

(c) If the Authority desires to invoke the foregoing indemnity provisions (the "Indemnitee") against the Bank (the "Indemnitor"), the Indemnitee shall provide written notice to the Indemnitor within a reasonable time after discovery of the facts allegedly entitling it to indemnification hereunder, specifying in such notice the relevant facts and circumstances and requesting indemnification as provided herein. The Indemnitor shall pay for the defense of, any and all claims of liability in all suits and action of every kind and description that may be brought against the Indemnitee which may result from the negligent actions or omissions under this Agreement by the Indemnitor, its employees or agents, as described in subsection (a).

Section 7. Limitation of Liability

Notwithstanding any other term or provision of this Agreement, neither the Authority nor the Bank shall in any event be liable to the other for any amount in excess of the actual loss sustained by the injured party, and in no event shall either the Authority or the Bank ever be liable hereunder or in any action in tort arising out of the services or relationship to be provided or established hereunder for any indirect, special, incidental, punitive or consequential loss or damage of any kind, including lost profits or opportunities or damage to reputation (whether or not advised of the possibility thereof) arising or allegedly arising therefrom. Actual loss shall include associated lost interest earnings calculated at the then applicable Federal Funds Rate.

Section 8. Term and Termination

(a) This Agreement shall have a term of three (3) years, commencing as of June 1, 2014 and ending at 11:59 p.m., on May 31, 2017. The Authority shall have the right to exercise a maximum of two (2) additional one-year renewals to the term of this Agreement by providing written notice to the Bank. The

Authority may give written notice to the Bank prior to the expiration of the then current term of its election not to have this Agreement so renewed.

(b) The Bank agrees to maintain the banking relationship with the Authority in accord with the terms of the Agreement or any extension for a period of six months from the date of expirations of the Agreement or of any extension period or upon written notice by the Authority to close the Authority's remaining accounts, whichever comes first. During this six month period following the expiration of the Agreement or any extension period, the Authority shall pay a monthly service charge for banking services based upon the pricing for banking services contained in the Proposal or made applicable to any extension period.

(c) Either party may terminate this Agreement upon one hundred twenty (120) days advance written notice to the other, which notice must be signed by an authorized officer of the terminating party.

(d) If either party does not comply with terms of this Agreement, non-defaulting party may give written notice of default to the defaulting party of the specific default. If the default(s) is/are not corrected within thirty (30) days, this Agreement (including the Scope of Services and Proposal) may be terminated thirty (30) days from the written notice of default, by the non-defaulting party.

(e) In event of a termination under paragraphs (c) or (d) above, the Bank shall only be entitled to applicable fees and charges through the effective date of such termination. Termination of this Agreement, with or without cause, shall result in the simultaneous termination of all other banking services agreements referred to in Section 2 herein. However, any individual service agreement may be terminated separately and severally without affecting the continued enforceability of provisions of this Agreement or any non-terminated service agreements.

Section 9. Changes

(a) The Authority may, from time to time, request changes in the scope of services performed by the Bank hereunder. Such changes, which are mutually agreed upon by the Authority and the Bank, shall be incorporated in written amendments to this Agreement.

(b) The parties agree to undertake and annual review of the armored car component of the Scope of Services to determine if services can be provided more economically. The parties specifically agree that no later than thirty (30) days prior to the expiration of each one year anniversary of the term of this Agreement, the Authority shall have the option to amend, delete or replace the provider armored car component of the Scope of Services. The Bank shall include this provision in any subcontract for armored car services.

(c) The fees and charges set forth for the services to be provided to the Authority will begin on the date the Agreement is signed, shall not be increased for a period of three (3) years after commencement of the term of this Agreement. After the three-year period, the Bank will give the Authority four (4) months prior written notice before increasing or adding any fees; provided, however, fees in years four and five may not be increased by an amount greater than the Consumer Price Index (CPI) for all urban consumers over the last year of the initial three-year period.

Section 10. Equal Employment Opportunity; Non-discrimination

The Bank will not discriminate against any employee or an applicant for employment because of race, color, religion, sex, national origin or handicap. The Bank shall take affirmative action to ensure that applicants are employed (and that employees are treated fairly during employment) without regard to race, color, religion, sex, national origin or handicap.

Such action shall include, but not be limited, to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The Bank shall keep such records and submit such reports concerning racial and ethnic origin of applicants for employment and employees as the Secretary of Labor of the United States requires. The Bank agrees to comply with such rules, regulations and guidelines as the Secretary may issue to implement these requirements. Both Parties shall comply with all applicable laws, ordinances and codes of Federal, State and local governments applicable to that Party.

Section 11. Waiver

No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

Section 12. Severability

If any provisions, paragraphs, sentences, words or phrases contained in this Agreement are determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary to conform with such laws, and to the extent they cannot be so modified, then same shall be deemed severable. In either event, the remaining terms and provisions in the Agreement shall remain unmodified and in full force and effect.

Section 13. Governing Law

This Agreement shall be construed and enforced according to the Laws of the State of Florida.

Section 14. Attachments

The following documents are attached hereto and incorporated by reference herein:

- A. Scope of Services
- B. Method of Compensation
- C. Technical Proposal
- D. Price Proposal

Additional service agreements may be added from time to time as mutually agreed upon by the parties.

Section 15. Notices

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

Orlando-Orange County Expressway Authority
Chief Financial Officer
4974 ORL Tower Road
Orlando, FL 32807

Wells Fargo Bank, N.A. (Bank)
800 North Magnolia Avenue, 7th Floor
MAC Z0244-084
Orlando, FL 32803

All notices shall be deemed delivered when received.

Section 16. Force Majeure

The Authority agrees the Bank shall have no responsibility or liability for delay in its performance under this Agreement or any losses arising out of delays and/or interruptions of business due to acts of God, acts of government authority, acts of public enemy of war, riots, civil disturbances, power failure, telecommunications failure, severe adverse weather conditions or other causes beyond the Bank's reasonable control. This time, if

any, required for such performance under this Master Agreement shall be automatically extended during the period of such delay or interruption.

Section 17. Assignment

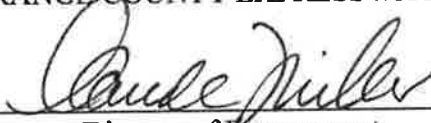
Neither party shall assign this Agreement or any interest herein, or delegate any of its duties hereunder, without the other party's prior written consent. It is agreed by the Authority, with the consent of the Authority, that the Bank may delegate certain services to be provided through independent contractors.

Section 18. Jurisdiction

The parties hereto agree that the state or federal courts located in the State of Florida shall have the exclusive jurisdiction over the parties and the subject matter of any litigation between the parties arising hereunder. Venue shall lie solely in Orange County, Florida.

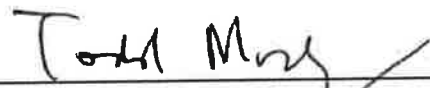
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 5/28/14

BANK

By: 


Print Name: Todd Morley

Title: Senior Vice President

Attest: 

Date: MAY 23, 2014

Approved as to form and execution, only.



General Counsel for the Authority

**Consent Agenda Item
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 24, 2018

SUBJECT: Approval of Final Ranking and Contract Award for Right of Way Counsel Services to Broad and Cassel, LLP and Shutts and Bowen, LLP
Contract Nos. 001363 & 001401

Request for Proposals (RFP) from qualified firms to provide Right of Way Counsel Services for CFX was advertised on November 12, 2017. Responses were received from four (4) firms by the December 13, 2017, deadline. Those firms were Broad and Cassel, LLP, Mateer and Harbert, P.A., Shutts and Bowen, LLP and Winderweedle, Haines, Ward and Woodman, P.A.

The Evaluation Committee met on January 4, 2018, and after reviewing the Technical Proposals shortlisted the four firms.


As part of the scoring process, the Technical Committee interviewed the firms on January 24, 2018. After the interviews were completed, the Fee Proposals were opened and scored. The combined scores for the Technical Proposals and Fee Proposals as submitted by each firm were calculated and the result is shown below:

<u>Firm</u>	<u>Total Points</u>	<u>Ranking</u>
Broad and Cassel, LLP	97.37	1
Shutts and Bowen, LLP	91.23	2
Mateer and Harbert, P.A.	89.43	3
Winderweedle, Haines, Ward and Woodman, P.A.	74.75	4

The Right of Way Committee at its January 24, 2018 meeting recommended Broad and Cassel LLP and Shutts and Bowen LLP to be awarded the contract as co-counsellors.

Board approval of the final ranking and authorization to negotiate with Broad and Cassel, LLP and Shutts and Bowen LLP is requested. Also, authorization is requested to award both firms, if negotiations are successful, individual contracts in a not to exceed amount of \$2,190,000.00 each. The contracts will be for a three (3) year term with two one-year renewals.

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

Reviewed by: 
Joseph Passiatore
General Counsel

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

RFP-001363 Committee Meeting January 24, 2018 Minutes

Evaluation Committee for **Right of Way Counsel Services; RFP-001363**, held a duly noticed meeting on Wednesday, January 24, 2018, commencing at 9:00 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Joseph Passiatore, General Counsel
Linda Brehmer Lanosa, Deputy General Counsel
Glenn Pressimone, Director of Engineering
Laurie J. Botts, ROW Committee Member

Other Attendees:

Aneth Williams, CFX Director of Procurement

Discussion and Motions:

Aneth commenced the meeting with introductions, and explained that today's meeting was to conduct interviews of the proposers, open the price proposals, finalize the evaluation, and make a recommendation to be presented to the Board.

Interviews:

Aneth commenced each interview with an outline of the interview process. For the record it was stated the interview portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Broad and Cassel LLP	09:00 – 09:30 a.m.
Shutts and Bowen LLP	09:40 – 10:10 a.m.
Mateer and Habert, P.A.	10:20 – 10:50 a.m.
Winderweedle, Haines, Ward and Woodman, P.A.	11:00 – 11:30 a.m.

Upon completion of the last interview the recorder was stopped and the meeting was considered no longer closed to the public.

Evaluation Portion:

There were some discussions and clarifications on the firms, and then the committee members individually scored the interviews and submitted them for tallying. Aneth tallied the score sheets utilizing the raw scores assigned by each committee member and averaged the raw scores for each Proposal received. Below are the results:

<u>Proposer</u>	<u>Total Raw Points</u>	<u>Average Points</u>
Broad and Cassel LLP	353	88.25
Shutts and Bowen LLP	326	81.50
Mateer and Habert, P.A.	323	80.75
Winderweedle, Haines, Ward and Woodman, P.A.	299	74.75

Pricing

Upon completion of the evaluation of the technical portion, Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
Broad and Cassel LLP	\$2,385,000.00	9.12
Shutts and Bowen LLP	\$2,235,000.00	9.73
Mateer and Habert, P.A.	\$2,505,000.00	8.68
Winderweedle, Haines, Ward and Woodman, P.A.	\$2,175,000.00	10.00

Total Points and Rankings

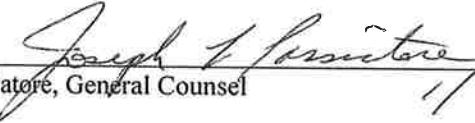
<u>Proposer</u>	<u>Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
Broad and Cassel LLP	88.25	9.12	97.37	1
Shutts and Bowen LLP	81.50	9.73	91.23	2
Mateer and Habert, P.A.	80.75	8.68	89.43	3
Winderweedle, Haines, Ward and Woodman, P.A.	74.75	10.00	84.75	4

The Committee members agreed that the rankings would be presented to the Board for award and to request the Right of Way Committee's recommendation as to whether the Board should also award to the second ranked firm to serve as an additional Right of Way Counsel.

There being no further business to come before the Committee, the meeting was adjourned at 12:41 p.m. These minutes are considered to be the official minutes of the interview, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Wednesday, January 24, 2018.

Submitted by: 
Aneth Williams, CFX Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:


Joseph Passiatore, General Counsel 1/24/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
 RIGHT OF WAY COUNSEL SERVICES; Contract No. 001363

EVALUATOR	Broad and Cassel		Shutts and Bowen		Mateer and Harbert		Winderweedle, Haines Ward and Woodman			
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Joseph Passiatore	86		84		80		74			
Linda Brehmer Lanosa	88		76		83		76			
Glenn Pressimone	90		85		79		78			
Laurie J. Botts	89		81		81		71			
TOTAL	353		326		323		299			
AVG. TECH. POINTS	88.25		81.50		80.75		74.75			

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Broad and Cassel	\$ 2,385,000.00	9.12
Shutts and Bowen	\$ 2,235,000.00	9.73
Mateer and Harbert	\$ 2,505,000.00	8.682634731
Winderweedle, Haines	\$ 2,175,000.00	10.00

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Broad and Cassel	88.25	9.12	97.37	1
Shutts and Bowen	81.50	9.73	91.23	2
Mateer and Harbert	80.75	8.68	89.43	3
Winderweedle, Haines	74.75	10.00	84.75	4

Committee Members:

Joseph Passiatore
Linda S. B. Lanosa
Glenn Pressimone
Laurie J. Botts

1/24/2018

1/24/2018

1/24/2018


1/24/2018

**Consent Agenda Item
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: January 18, 2018

RE: Authorization to Advertise for Proposals
for Internal Auditing Services
Contract No. 001391

Board authorization is requested to advertise for Request for Proposals from qualified firms to serve as Internal Auditor. The current five year contract with Protiviti, Inc., expires on June 30, 2018, and there are no further renewal options.

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

Reviewed by:



Joseph Passiatore
General Counsel

**Consent Agenda Item
#16**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: January 22, 2018

RE: *Central Florida Expressway Authority v. Cynthia J. and Robert S. Henderson, as Trustees, et al.*, Case No. 2013-CA-014398-O, Parcels 112 (Parts A & B), 712
Location: 1430 Plymouth Sorrento Road, Apopka, Florida
Size of Parent Tract: 14.076 acres
Size of Taking: 7.648 acres plus a 1,090 sf temporary construction easement
Project: 429-202, Date of Taking: February 19, 2014

PROPERTY DESCRIPTION

The subject property is owned by Robert and Cynthia Henderson. It is a triangular flag lot located on Plymouth Sorrento Road in unincorporated Orange County. The parent tract contained 14.075 acres of land area. CFX acquired 7.648 acres leaving a 6.4-acre remainder. David Hall, Bullard, Hall & Adams, estimated full compensation for the property taken at \$395,500. The property owners' appraiser, Richard Dreggors with Calhoun, Dreggors, & Associates, valued the property taken at \$1,077,729, including a special damage claim and an additional cost to cure.

PROCEDURAL HISTORY

The case was set for trial on the June 5, 2017 trial docket. Just before the commencement of trial, the parties were able to resolve full compensation at \$750,000, which settlement was approved by this Committee and the CFX Board. Due to scheduling constraints, the owners' expert fees and costs were not be resolved as part of full compensation.

EXPERT FEES AND COSTS

Section 73.091, Florida Statutes, requires the condemning authority to pay "all reasonable costs incurred in the defense of the proceedings." Counsel for the property owners provided invoices from all of its experts, including an appraiser, a planner, a market analyst, an engineer, a sound expert, a second appraiser, a contractor, a surveyor, and a visualization expert. The expert fees total \$272,909.52 and law firm costs total \$25,285.87 as described in spreadsheet and invoices attached as **Composite Exhibit A**.

After numerous discussions with counsel for the property owners and the experts, the parties have resolved all but three of the expert fees as shown in the table below and as memorialized in the Settlement Agreement attached as **Exhibit B**.

Project: 429-202, Parcels 112 (Part A & B) and 712
 Owners: Robert and Cynthia Henderson

EXPERTS / CONSULTANTS / CONTRACTORS	INVOICED AMOUNT	SETTLEMENT AMOUNT
Calhoun, Dreggors & Associates	\$67,594.00	\$58,000.00
Vanassee Hangen Brustlin, Inc.	\$38,977.39	\$31,200.00
Lakemont Group	\$25,480.00	\$21,658.00
MEI Civil	\$52,135.13	\$42,205.00
Ovation Construction, Inc.	\$1,380.00	\$1,380.00
PSG Construction	\$5,650.00	\$5,650.00
Derango, Best & Associates	\$6,588.00	\$4,250.00
Subtotal	\$197,804.52	\$164,343.00
Law Firm Costs	\$25,285.87	\$24,966.92
TOTAL	\$223,090.39	\$189,309.92
Juris Corporation	\$63,142.50	Undetermined
Power Acoustics	11,962.50	Undetermined
	\$75,105.00	

The invoices that were resolved were supported by detailed invoices, backup documentation, and/or reports. Regarding costs, most of the costs were supported by receipts, reports, or other documentation. Costs that were not supported by receipts, adequate documentation, or were non-compensable expenses were not considered.

In an effort to resolve the expert fees and costs, Respondents agreed to reduce the invoices by approximately 15% to 20%, with the exception of the expert fees requested by Juris Corporation and Power Acoustics. The two remaining expert fees can be resolved through either ongoing negotiations or, if necessary, a fee hearing. Each party has the right to contest the reasonableness of an expert's fee by setting a fee hearing before the court. The cost of contesting an expert fee is a factor that needs to be considered when evaluating the merits of a proposed settlement. Section 73.092(2) of the Florida Statutes provides for the assessment of attorney fees for supplemental proceedings.

REQUESTED ACTION

We respectfully request that the CFX Board approve the payment of reasonable expert fees and costs as to Parcels 112 (Parts A & B) and 712 in the amount of **\$189,309.92**, excluding the invoices submitted by Juris Corporation and Power Acoustics. This resolves all remaining claims whatsoever, including claims of compensation arising from the taking of Parcels 112 (Parts A & B) and 712, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, with the exception of claims related to the two remaining experts or consultants.

Project: 429-202, Parcels 112 (Part A & B) and 712
Owners: Robert and Cynthia Henderson

The Right of Way Committee recommended approval on January 24, 2017.

ATTACHMENTS

1. Exhibit A – Expert fees and costs with Invoices and Receipts
2. Exhibit B – Settlement Agreement As To Expert Fees and Costs
3. Exhibit C– E-mail regarding Derango’s Fees

Reviewed by:



Henderson Fees and Costs

Client:

Robert & Cynthia Henderson

Case:

2013-CA-14398-O

Prepared Date:

October 19, 2017

Expert	Total Amount	Invoice Number	Invoice Date
Juris Corporation	\$ 63,142.50	N/A	N/A
<i>Robert Scott</i>			
Calhoun, Dreggors & Associates	\$ 67,594.00	N/A	6/24/2016
<i>Richard Dreggors</i>			
VHB, Inc.	\$ 38,977.39	N/A	6/22/2016
<i>Jim Hall</i>			
Lakemont Group	\$ 25,480.00	3	6/24/2016
<i>Joshua Harris</i>			
MEI Civil	\$ 52,135.13	193005H-2	6/23/2016
<i>Daniel Morris</i>			
Power Acoustics, Inc.	\$ 11,962.50	06306; 16-1241; 16-06264	1/4/2016; 6/20/16; 6/6/17
<i>Dave Parzych</i>			
DeRango, Best & Associates	\$ 6,588.00	N/A	1/4/2016
<i>Daniel DeRango</i>			
Ovation Construction, Inc.	\$ 1,380.00	OV1506	1/3/2016
<i>Bertin Karpinski</i>			
PSG Construction	\$ 5,650.00	Henderson01	1/14/2016

<i>Paul Gidus</i>			
TOTAL EXPERT COSTS	\$	272,909.52	
CALLAN LAW FIRM			
- Henderson			
Accuright Surveys	\$	7,200.00	
Digital Legal Fees	\$	279.33	
Temporary Phone for Client	\$	64.00 101.43	
Clerk of Court	\$	13.50	
Attorney's Title	\$	150.00	
Copies	\$	227.00	NO BACKUP
ASAP Courier Services	\$	21.76	2341-3619 2/28/2017
ASAP Courier Services	\$	68.06	2341-3679 5/15/2017
Ashburn Associates	\$	40.00	2017001665 3/23/2017
Harbour Digital	\$	3,468.76	1192 3/9/2017
Harbour Digital	\$	244.95	1195 3/9/2017
Orange Legal - David Hall	\$	507.50	364071 2/20/2017
Orange Legal - David Hall	\$	1,568.90	371408 3/2/2017
Orange Legal - Glenn Pressimone	\$	919.70	374783 3/16/2017
Orange Legal - Jeffrey Newton	\$	1,304.10	382082 3/22/2017
Orange Legal - Scott Bear & Mary Brooks	\$	1,281.06	386871 3/22/2017
Orange Legal - Walter Carpenter	\$	1,916.75	385696 3/22/2017
Orange Legal - Linna Doherty	\$	150.00	389611 3/31/2017
Orange Legal - Linna Doherty	\$	378.90	398257 4/5/2017
Milestone Reporting Co - James Hall	\$	353.40	114710 2/23/2017
Milestone Reporting Co - James Hall	\$	1,027.70	114844 2/28/2017
Milestone Reporting Co - Joshua Harris	\$	268.20	114939 3/2/2017

Milestone Reporting Co - Joshua Harris	\$	1,312.00	115046	3/6/2017
Milestone Reporting Co - Henderson (3)	\$	1,463.50	115801	4/4/2017
Milestone Reporting Co - Rick Dreggors	\$	791.90	115797	4/4/2017
Milestone Reporting Co - R.Henderson	\$	164.90	115968	4/12/2017
The Fund	\$	100.00	770337332	4/27/2017
TOTAL CALLAN LAW FIRM COSTS	\$	25,285.87		
TOTAL OVERALL COSTS	\$	298,195.39		

Expert Fees

EXHIBIT A

Demonstrative Evidence Experts
Visual Communication Services

INVOICE NO. 9666



JURIS CORPORATION INVOICE

CLIENT:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

JURIS CORPORATION -
255 South Orange Avenue, Suite 101
Orlando, Florida 32801-3445
(407) 648-0405

CAL001

DATE: 02/03/14

832.50

Case: Henderson

Case conference on 01/21/14, convert video files and copy
client DVD's and review -

4.5 hours @ \$185./hour\$832.50

Please make checks payable to: JURIS CORPORATION.
Invoices are due and payable when rendered. Invoices
not paid within 30 days of the invoice date are past due and
will be assessed a finance charge of 1.5% per month.

Subtotal \$ 832.50

Sales Tax \$

Federal ID Number: 59-2813163

Balance Due \$ 832.50



JURIS CORPORATION INVOICE

CLIENT:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

JURIS CORPORATION -
255 South Orange Avenue, Suite 101
Orlando, Florida 32801- 3445
(407) 648-0405

CAL001

DATE: 03/04/14

185.00

Case: Henderson

Team Meeting at Counsel Offices on Feb. 19, 2014

1.0 hours @ \$185./hour\$185.00

Please make checks payable to: JURIS CORPORATION.
Invoices are due and payable when rendered. Invoices
not paid within 30 days of the invoice date are past due and
will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Subtotal \$ 185.00

Sales Tax \$

Balance Due \$ 185.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

137 4 24 14

Invoice #: 9683
Invoice Date: 4/24/2014

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32808

Description	Hours/Qty	Rate	Amount
Case: Henderson Property	5	185.00	925.00
April 23, 2014 - Property survey and drive-thru video, and property photos including editing, file conversion and burning DVD.			

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$925.00
Payments/Credits	\$0.00
Balance Due	\$925.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9686
Invoice Date: 5/6/2014

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Henderson Property For continuing photography and video work -			
April 30, 2014 - video/photo shoot and processing	4.5	185.00	832.50
May 02, 2014 - video/photo shoot, rained out	2	185.00	370.00
May 05, 2014 - video/photo shoot - panorama package, video and processing	6	185.00	1,110.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$2,312.50
Payments/Credits	\$0.00
Balance Due	\$2,312.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9695
Invoice Date: 7/31/2014

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Henderson Property			
For design and production of multimedia presentation covering multiple dates.			
Robert Scott	16.5	185.00	3,052.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$3,052.50
Payments/Credits	\$0.00
Balance Due	\$3,052.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

JM

Invoice #: 9714
Invoice Date: 1/29/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32808

Description	Hours/Qty	Rate	Amount
-------------	-----------	------	--------

Case: Henderson

For development of 3D elevated roadway and bridge models for future visualization of road from viewpoint of property.

Computer graphics/3D modeling

7 185.00 1,295.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,295.00
Payments/Credits	\$0.00
Balance Due	\$1,295.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice # 9716
Invoice Date 1/29/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32808

Description	Hours/Qty	Rate	Amount
Case: Henderson			
For development of 3D elevated roadway and bridge models for future visualization of roadway from viewpoint of property.			
Computer graphics/3D modeling	7	185.00	1,295.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,295.00
Payments Received	\$0.00
Balance Due	\$1,295.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice

Invoice #: 9731
Invoice Date: 3/31/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Henderson Attn: Melanie Richmond, Stephanie Tate and Tom Callan, Esq. For continuing work on the development of 3D model of subject property and roadway bridge in the after condition, including: 3D modeling, computer graphics and rendering of day and night scenes	20.5	185.00	3,792.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$3,792.50
Payments/Credits	\$0.00
Balance Due	\$3,792.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9736
Invoice Date: 4/30/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Henderson			
Attn: Tom Callan, Esq., Stephanie Tate and Melanie Richmond			
For continuing development of 3D exemplar of views from the Henderson Property in the after condition, including:			
R. Scott, Project Management and design	6.5	185.00	1,202.50
3D Technical Staff	25.5	185.00	4,717.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$5,920.00
Payments/Credits	\$0.00
Balance Due	\$5,920.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9741
Invoice Date: 6/30/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Henderson Attn: Tom Callan, Esq., Stephanie Tate and Melanie Richmond			
R. Scott, Project Management and Field Work	24.5	185.00	4,532.50
3D Animation Staff - revise 3D modeling per client request and rendering for 3D animations	46	185.00	8,510.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$13,042.50
Payments/Credits	\$0.00
Balance Due	\$13,042.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9746
Invoice Date: 7/31/2015



Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Day	Rate	Amount
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Case: Henderson
Attn: Tom Callan, Esq., Stephanie Tate and Melanie Richmond

For work performed during the month of July, 2015, including:

R. Scott - Project Management, Design and Photography	14	185.00	2,590.00
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Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$2,590.00
Payments/Credits	\$0.00
Balance Due	\$2,590.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9750
Invoice Date: 8/31/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
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Case: Henderson
Attn: Mr. Tom Callan, Esq., Stephanie Tate and Melanie Richmond

Continuing development of 3D modeling and updates per client
requested revisions for the month of August, 2015 -
Robert Scott

	14	185.00	2,590.00
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Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$2,590.00
Payments/Credits	\$0.00
Balance Due	\$2,590.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-848-0405

Invoice #: 9756
Invoice Date: 9/30/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Henderson Attn: Mr. Tom Callan, Esq. and Melanie Tate			
For continuing development of computer graphics for 3D visualizations and animation for the month of September, 2015 as follows:			
Robert Scott and Visualization Staff	66.5	185.00	12,302.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$12,302.50
Payments/Credits	\$0.00
Balance Due	\$12,302.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9759
Invoice Date: 10/31/2015

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
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Case: Henderson
Attn: Mr. Tom Callan, Esq. and Ms. Stephanie Tate

For continuing work on the above cases through October 31st, 2015, including:

R. Scott, Project Management and Design	5	185.00	925.00
3D modeling of extended roadway, north and south of the bridge, from SR 429 Connector Road to Belgian Street	13.5	185.00	2,497.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$3,422.50
Payments/Credits	\$0.00
Balance Due	\$3,422.50



Juris Corporation
255 S. Orange Avenue
Suite 101
Orlando, FL 32801

407-648-0405

Invoice

Invoice #: 9763
Invoice Date: 01/04/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
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Case: Henderson

Revision to bridge design / slope protection. Development of 3D views from Cul d Sac and rendering of 3D animation with revised updates.	22.0	185.00	\$4070.00
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Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$4,070.00
Payments / Credits	\$0.00
Balance Due	\$4,070.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9770
Invoice Date: 4/12/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32808

Description	Hours/Qty	Rate	Amount
Case: Henderson			
Attn: Mr. Tom Callan, Esq., Stephanie Tate and Katherine Ewing			
For work performed on the above matter during the month of March, 2016, including:			
R. Scott - Revised 3D views from cul-de-sac looking toward bridge	9	185.00	1,665.00
1 - 30" x 42" photo board	1	150.00	150.00

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,815.00
Payments/Credits	\$0.00
Balance Due	\$1,815.00



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9772
Invoice Date: 4/28/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Henderson Attn: Mr. Tom Callan, Esq. and Katherine Ewing			
For work performed on the above matter, during the month of April, 2016, including:			
Update 3D model of bridge to 100% standard	12.5	185.00	2,312.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$2,312.50
Payments/Credits	\$0.00
Balance Due	\$2,312.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9776
Invoice Date: 5/26/2016

Bill To:

Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Description	Hours/Qty	Rate	Amount
Case: Henderson Attn: Mr, Tom Callan, Esq. and Katherine Ewing			
For work performed on the above matter during the month of May, 2016, including:			
R. Scott - Meetings, onsite photography, video and editing of May 24, 2016	7.5	185.00	1,387.50

Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,387.50
Payments/Credits	\$0.00
Balance Due	\$1,387.50

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

June 6, 2017

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

RE: **Owner:** Henderson
Project: Wekiva Parkway
Parcel Nos.: 112712
County: Orange

INVOICE

Meetings with owner's representative, meeting with property owners, exterior inspection of subject property with property owner, meetings/conferences with other experts, land sales research and analysis, improved home sales research and analysis, analysis and review of reproduction cost estimate provided by contractor, review of other sub-consultant reports, review and research of project history for the Wekiva Parkway, review analysis of historical sales of other properties impacted by the Parkway, interviews and consultation with City of Apopka land planning department staff, analysis of the highest and best use before and after the taking, analysis of the taking and impacts to the remainder, preparation of appraisal report.

Abrams Schmidt:	101.00 Hrs. x \$175/Hr. =	\$17,675	
Dreggors:	23.25 Hrs. x \$275/Hr. =	<u>6,394</u>	
Subtotal			\$24,069

Review CFX reports, preparation of rebuttal reports, meeting with owner's representative, conference with experts, begin preparation of trial exhibits, preparation of updated appraisal, review CFX rebuttal reports, conference with owner's representative, prepare for deposition, attend deposition.

Abrams Schmidt:	123.00 Hrs. x \$175/Hr. =	\$21,525	
Dreggors:	80.00 Hrs. x \$275/Hr. =	<u>22,000</u>	
Subtotal			\$43,525
Total			\$67,594

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	HENDERSON	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112/712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
01/19/15	REVIEW OF CONDEMNOR APPRAISAL; ANALYSIS OF SALES AND DAMAGES.	2.50
01/28/15	REVIEW OF CONSTRUCTION PLANS WITH RICK; ANALYSIS OF HALL'S DAMAGES.	0.75
02/16/15	REVIEW OF FILE AND ANALYSIS OF CFX SALES.	2.25
02/18/15	SALES ANALYSIS.	3.00
03/04/15	PREPARE FOR SITE INSPECTION.	0.25
03/05/15	INSPECTED SUBJECT PROPERTY.	1.50
03/20/15	RESEARCH SALES; ANALYSIS OF SALES; RESEARCH SJWMD PERMITS/PLANS FOR SALES;	5.25
04/06/15	CONTINUE SALES RESEARCH.	4.50
06/15/15	REVIEW OF CONTRACTOR'S REPLACEMENT COST ESTIMATE.	0.75
07/13/15	ANALYSIS OF RCN ESTIMATE; RESEARCH/ANALYSIS OF SALES; MEETING WITH CONTRACTOR AND OWNER'S REPRESENTATIVE.	4.25
07/15/15	PREPARE FOR MEETING; MEETING WITH OWNERS AND EXPERTS.	4.00
09/17/15	MEETING WITH EXPERTS; RESEARCH SALES; REVIEW ASSEMBLAGE DOCUMENTS.	4.75
09/23/15	RESEARCH/ANALYSIS OF SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	5.25
11/05/15	RESEARCH/ANALYSIS OF SALES.	3.25
11/12/15	WORK ON PRELIMINARY VALUES; ANALYSIS OF DAMAGES; MEETING WITH RICK TO REVIEW.	5.00
11/13/15	CONTINUED WORKING ON ANALYSIS OF COMPENSATION; MEETING WITH RICK.	3.25
11/17/15	REVIEW/ANALYSIS OF NOISE REPORT; ANALYSIS OF SALES.	2.75
11/23/15	ANALYSIS OF SALES; WORK ON SALE WRITE-UPS AND EXHIBITS.	2.50

OWNER	HENDERSON	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112/712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
11/24/15	WORK ON SALE WRITE-UPS/EXHIBITS; VERIFY SALES.	2.25
11/25/15	ANALYSIS OF SALES; PREPARATION OF SALE WRITE-UPS.	3.00
11/30/15	WORKED ON SALE WRITE-UPS.	2.00
12/04/15	VERIFY SALES; PREPARE FOR INSPECTION OF SALES.	2.75
12/09/15	INSPECTED SALES.	2.25
12/11/15	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE; REVIEW OF CITY'S DOCUMENTS AND MATERIAL SENT FROM OWNER'S REPRESENTATIVE.	3.00
12/14/15	ASSIST WITH APPRAISAL; WORKED ON EXHIBITS FOR REPORT; MEETING WITH RICK TO REVIEW SALES.	6.00
12/16/15	CONTINUE TO ASSIST WITH APPRAISAL; ANALYSIS OF ADDITIONAL LAND SALES; WORK ON NEW LAND SALE WRITE-UPS; MEETING WITH RICK TO REVIEW.	5.00
12/15/15	CONTINUE TO ASSIST WITH APPRAISAL.	5.75
12/17/15	WORKED ON ADDITIONAL SALE WRITE-UPS AND EXHIBITS; CONTINUE TO ASSIST WITH APPRAISAL.	6.25
12/18/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; CONTINUE TO ASSIST WITH APPRAISAL.	2.00
12/21/15	ASSIST WITH APPRAISAL.	3.00
12/23/15	MEETING WITH OWNER'S REPRESENTATIVE; ASSISTED WITH APPRAISAL.	<u>2.00</u>
	SUBTOTAL HOURS	101.00
01/07/16	REVIEW OF UPDATED CONDEMNOR'S APPRAISAL IN PREPARATION FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS TO DISCUSS REBUTTAL REPORTS.	2.00
01/08/16	ANALYSIS OF THE CONDEMNOR'S LAND SALES.	1.25

OWNER	HENDERSON	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112/712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
01/11/16	ANALYSIS OF CONDEMNOR SALES; WORK ON REVIEW APPRAISAL.	3.50
01/12/16	ASSIST WITH APPRAISAL REVIEW; GO TO CLERK'S OFFICE TO RESEARCH DOCUMENTS.	3.00
01/13/16	RESEARCH CONTACT INFORMATION FOR VERIFICATIONS; ASSISTED WITH REPORT.	2.00
01/14/16	WORK ON VERIFYING HALL'S SALES.	1.25
01/19/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW LAND PLANNING ANALYSIS.	1.50
01/26/16	ASSIST WITH REVIEW APPRAISAL.	1.75
01/27/16	PROOFREAD/ASSISTED WITH REVIEW REPORT; WORKED ON ADDENDA.	2.00
01/28/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE AND LAND PLANNER; REVIEW OF CONDEMNOR'S HISTORY OF PURCHASES.	2.00
02/08/16	MEETING WITH EXPERTS REGARDING CONDEMNATION BLIGHT.	1.00
02/09/16	MEETING WITH OWNER'S REPRESENTATIVE REGARDING REBUTTAL REPORTS AND DEPOSITION; FOLLOW UP ON ITEMS DISCUSSED AT MEETING.	3.50
02/11/16	WORK ON BLIGHT ANALYSIS.	3.00
02/12/16	BLIGHT STUDY ANALYSIS.	2.00
02/17/16	PREPARE FOR MEETING WITH EXPERTS.	1.50
02/18/16	RESEARCH INFO DISCUSSED IN MEETING REVIEW CONDEMNATION BLIGHT DOCUMENTS.	2.00
03/14/16	WORKED ON TRIAL EXHIBITS.	4.25
03/15/16	WORKED ON TRIAL EXHIBITS.	2.75
05/12/16	REVIEW OF UPDATED ALIGNMENT EXHIBITS; REVIEW NOTES FROM EXPERT MEETING; DISCUSS WITH RICK ADDITIONAL MATERIAL TO REVIEW.	3.25

OWNER	HENDERSON	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112/712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/13/16	UPDATE SALES RESEARCH; PREPARE FOR MEETING.	4.25
05/16/16	RESEARCH/ANALYSIS OF SALES; MEETING WITH RICK TO DISCUSS.	2.50
05/18/16	MEETING WITH OWNER'S REPRESENTATIVES; ANALYSIS OF UPDATED SALES; WORK ON SALE WRITE-UPS.	3.00
05/26/16	ANALYSIS OF SALES; VERIFY SALES.	2.75
06/07/16	ASSIST WITH UPDATED APPRAISAL; ANALYSIS OF UPDATED SALES; MEETING WITH RICK TO REVIEW.	3.00
06/08/16	ASSISTED WITH UPDATED REPORT; ANALYSIS OF SALES.	3.00
06/10/16	PREPARE FOR AND INSPECT LAND SALES AND SUBJECT.	2.75
06/14/16	MEETING WITH RICK TO REVIEW CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ASSIST WITH UPDATED APPRAISAL; SALES ANALYSIS; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	6.00
06/15/16	ASSISTED WITH UPDATED REPORT AND REBUTTAL REPORT; VERIFYING SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	5.75
06/20/16	REVIEW OF CONDEMNOR REBUTTAL AND SUPPLEMENT REPORTS.	1.50
06/23/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; RESEARCH DOCUMENTS/APPRaisal IN PREPARATION FOR MEDIATION.	4.50
01/30/17	PREPARE FOR CONFERENCE CALL; CALL WITH EXPERTS.	1.50
02/07/17	MEETING WITH OWNER'S REPRESENTATIVE; CONFERENCE WITH RICK TO DISCUSS SUPPLEMENTAL REPORT.	1.50

OWNER	HENDERSON	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112/712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/10/17	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE; PREPARED FOR CLIENT MEETING NEXT WEEK; REVIEW REBUTTAL REPORTS.	6.50
02/13/17	PREPARE FOR MEETING; MEETING WITH CLIENTS AND THEIR REPRESENTATIVE.	4.75
02/17/17	WORKED ON TRIAL EXHIBITS.	3.50
03/02/17	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW OF UPDATED CURE COSTS.	1.25
03/06/17	MEETING WITH OWNER'S REPRESENTATIVE.	5.00
03/07/17	ASSISTED WITH DEPOSITION PREPARATION; CALL WITH OWNER'S REPRESENTATIVE.	3.75
03/09/17	ASSIST WITH DEPOSITION PREPARATION.	2.50
03/10/17	WORK ON TRIAL EXHIBITS.	2.00
03/15/17	WORKED ON TRIAL EXHIBITS.	3.00
03/16/17	WORKED ON TRIAL EXHIBITS; MEETING WITH RICK TO REVIEW.	3.25
03/17/17	WORKED ON TRIAL EXHIBITS.	<u>2.00</u>
	SUBTOTAL HOURS	123.00
	TOTAL HOURS	224.00

OWNER	HENDERSON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112/712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
07/22/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW OUR SCOPE OF WORK.	0.50
01/28/15	MEETING WITH ASSOCIATE TO REVIEW OUR ASSIGNMENT.	0.50
03/05/15	EXTERIOR INSPECTION OF SUBJECT; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR SCOPE OF WORK; CONFERENCE WITH ASSOCIATE; CONFERENCE WITH CONTRACTOR.	1.75
09/17/15	PREPARE AND MEET WITH EXPERTS AND OWNER'S REPRESENTATIVE; REVIEW HIGHEST AND BEST USE BEFORE AND DAMAGES TO REMAINDER.	1.25
10/15/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEADLINES AND OUR REMAINING SCOPE OF WORK.	0.75
11/11/15	PREPARE FOR AND MEET WITH PLANNER AND OWNER'S REPRESENTATIVE; REVIEW HIGHEST AND BEST USE BEFORE AND AFTER THE TAKING.	1.25
11/12/15	MEETING WITH ASSOCIATE TO REVIEW DATA.	0.50
11/13/15	MEETING WITH ASSOCIATE TO REVIEW OUR ANALYSIS AND SCOPE/DEADLINE.	0.75
11/24/15	MEETING WITH OWNER'S REPRESENTATIVE AND CONFERENCE CALL WITH PLANNER TO REVIEW HIGHEST AND BEST USE BEFORE AND AFTER THE TAKING; REVIEW PREVIOUS TAKINGS IN THE AREA; CONFERENCE CALL WITH OWNERS.	1.75
12/10/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW VHB REPORT.	1.50
12/11/15	REVIEW SALES; REVIEW CONSULTANT REPORT; REVIEW AND DISCUSS WITH OWNER'S REPRESENTATIVE.	2.25
12/15/15	REVIEW/WRITE REPORT.	4.75
12/16/15	REVIEW/WRITE SALES; DISCUSS WITH ASSOCIATE.	1.50
12/17/15	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING STATUS OF OUR REPORT.	0.50

OWNER	HENDERSON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
12/21/15	REVIEW/WRITE REPORT.	2.25
12/23/15	REVIEW/WRITE REPORT.	<u>1.50</u>
	SUBTOTAL HOURS	23.25
01/07/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS REGARDING OUR REBUTTAL REPORT.	0.75
01/11/16	MEETING WITH OCPA DIRECTOR OF OPERATIONS TO REVIEW VALUES AND MARKET DATA FOR WEST ORANGE COUNTY.	0.50
01/15/16	REVIEW REBUTTAL DOCUMENTS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.50
01/20/16	PREPARATION OF REBUTTAL REPORT.	2.25
01/25/16	REVIEW/WRITE REBUTTAL REPORT.	0.75
01/26/16	ASSIST WITH APPRAISAL REVIEW/REBUTTAL REPORT.	1.00
01/27/16	ASSIST WITH APPRAISAL REVIEW/REBUTTAL REPORT.	0.75
01/28/16	FINALIZE REBUTTAL REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW VHB MATERIAL.	0.75
02/08/16	PREPARE FOR AND MEET WITH EXPERTS AND OWNER TO REVIEW IMPACTS OF THE PROPERTY IN THE AREA; REVIEW EXAMPLES OF THESE AND DOCUMENTS.	1.00
03/02/16	REVIEW ADDITIONAL DOCUMENTS REGARDING THE BLIGHT FROM THE PROJECT.	0.75
05/10/16	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE AND EXPERTS; REVIEW VALUATION ISSUES.	1.75
05/16/16	MEETING WITH ASSOCIATE TO REVIEW ANALYSIS OF SALES FOR UPDATED REPORT.	1.50

OWNER	HENDERSON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112/712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
06/07/16	MEETING WITH ASSOCIATE TO REVIEW ANALYSIS OF SALES FOR UPDATED REPORT.	1.25
06/10/16	BEGIN REVIEW OF OUR UPDATED APPRAISAL; INSPECT SALES AND SUBJECT.	2.50
06/13/16	REVIEW UPDATED REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.50
06/14/16	REVIEW UPDATED REPORT; CONFERENCE/MEETING WITH ASSOCIATE.	1.75
06/15/16	REVIEW/WRITE REPORT.	1.50
06/22/16	PREPARE FOR CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; REVIEW REPORTS.	2.25
06/23/16	REVIEW DOCUMENTS ON CFX REPORTS; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW; LATER MEET WITH ASSOCIATE TO REVIEW.	3.50
06/24/16	REVIEW DOCUMENTS ON CFX APPRAISALS; CONFERENCE WITH OWNER'S REPRESENTATIVE; PREPARE SUMMARY OF MY FINDINGS.	3.75
01/16/17	MEETING WITH OWNER'S REPRESENTATIVE TO PREPARE FOR DEPOSITION AND REVIEW ASSEMBLAGE INFORMATION.	0.75
01/30/17	PREPARE FOR AND CONFERENCE WITH ENGINEER AND OWNER'S REPRESENTATIVE TO PREPARE FOR TRIAL.	1.25
02/06/17	PREPARE FOR DEPOSITION.	3.25
02/07/17	MEETING WITH ASSOCIATE TO REVIEW REPORT.	0.75
02/08/17	REVIEW INFORMATION ON DRIVEWAY FOR REMAINDER.	0.50
02/10/17	MEETING WITH OWNER'S REPRESENTATIVE TO PREPARE FOR DEPOSITION.	3.75
02/25/17	INSPECT ACCESS TO REMAINDER AND NOTE CONSIDERATION OF PARKWAY.	0.75

OWNER	HENDERSON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	112/712	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/06/17	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; BEGIN PREPARING FOR DEPOSITION.	6.75
03/08/17	PREPARE FOR DEPOSITION.	3.00
03/09/17	PREPARE FOR DEPOSITION.	7.25
03/10/17	PREPARE FOR AND ATTEND DEPOSITION.	5.25
03/13/17	PREPARE FOR AND ATTEND DEPOSITION.	9.50
03/15/17	ASSIST WITH TRIAL EXHIBITS.	0.75
03/16/17	ASSIST WITH TRIAL EXHIBITS.	2.25
03/17/17	ASSIST WITH TRIAL EXHIBITS.	1.25
03/30/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION ANALYSIS AS OF 2006.	0.25
04/18/17	REVIEW DOCUMENTS RELATED TO CFX'S MOTIONS REGARDING MY APPRAISAL; REVIEW/OWNER'S REPRESENTATIVE.	1.75
04/19/17	CONFERENCE WITH OWNER'S REPRESENTATIVE TO PREPARE FOR TRIAL.	<u>0.75</u>
	SUBTOTAL HOURS	80.00
	TOTAL HOURS	103.25



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471
 617.924.1770 F 617.924.2286

Mr. Thomas P. Callan
 Thomas P. Callan, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Invoice No: <Draft>
 June 6, 2017
 VHB Project No: 61840.00

Invoice Total \$38,977.39

**Professional Planning Services for Robert & Cynthia Henderson Eminent Domain
 Professional Services Thru May 6, 2017**

Professional Personnel

	Hours	Rate	Amount	
Principal 1	58.00	250.00	14,500.00	
Technical/Professional 07	56.50	125.00	7,062.50	
Technical/Professional 06	19.50	125.00	2,437.50	
Technical/Professional 05	96.50	125.00	12,062.50	
Technical/Support 2	14.50	85.00	1,232.50	
Technical/Support 5	1.00	95.00	95.00	
Totals	246.00		37,390.00	
Total Labor				37,390.00

Reimbursable Expenses

Travel & Lodging		5.26	
Mileage		14.30	
Printing		1,567.83	
Total Reimbursables		1,587.39	1,587.39

Total this Invoice \$38,977.39

Billings to Date

	Current	Prior	Total
Labor	37,390.00	0.00	37,390.00
Expense	1,587.39	0.00	1,587.39
Totals	38,977.39	0.00	38,977.39



Expense Report

Employee Name : Hughes, Erika

Employee # : 03534

Report Name : December 2013

Voucher No 1303636

Report Status : Posted

Date Submitted : 12/16/2013

Adv Name

Approved By : Downing, Deborah(T)

Date Approved : 12/17/2013

Report # 43697

Expense Details

Date	Proj #	Proj Name	Task #	Purpose Of Travel	Air	Auto	Hotel	Parking	Tolls	Miles	MI Rate	Miles \$	Meals	Phone	Total
12/10/2013	61840.00	Callan Law/Henderson ED/Orange	00000	Site Visit					\$4.78	23	\$0.565	\$13.00			\$17.78
Sub Totals:									\$4.78	23.00		\$13.00			\$17.78

Miscellaneous Expenses

Date	Proj #	Proj Name	Task #	Acct #	Acct Desc	Description	Guests	Charges	
Sub Totals:									

Comments

Total Expenses	\$17.78
Misc.	
Less Advance	(\$0.00)
Net Due	\$17.78

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Toll Calculator

Travelers & Expressways

E-PASS

Updates & Alerts

Expressways

Travel Resources

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The Toll Calculator is provided for your convenience. Click here to see the complete schedule of tolls.

Note: You must have javascript enabled to run calculators. Choose your payment method, axles, the starting point, and the end point of your trip.

Then click on the "calculate toll" button to determine how much your trip will cost:

Successfully calculated your trip cost of \$3.28

Results:

\$3.28 Toll Due

STEP 1: Select Payment and Axles

E-PASS	▼	Payment Method
2	▼	Axles

STEP 2: Select Starting Point

SR 408 (East-West Expressway)	▼	Select Starting Highway
Eastbound	▼	Select Direction
I-4	▼	Select Entry Ramp

STEP 3: Select End Point

SR 429 (Western Expressway)	▼	Select End Highway
Northbound	▼	Select Direction
Exit 30 - CR 437A (Ocoee Apopka Rd) / 414	▼	Select Exit Ramp

Traveler Alerts

SR 408 Lane Closure Scheduled at Night

December 06, 2013 @ 00:00am

LANE CLOSURES SCHEDULED ON STATE ROAD 417 FOR PAVING OPERATIONS

October 26, 2013 @ 00:00am

SR 528 LANE CLOSURES SCHEDULED FOR PAVING OPERATIONS

October 26, 2013 @ 00:00am

LANE CLOSURES SCHEDULED ON STATE ROAD 417 FOR PAVING OPERATIONS

October 21, 2013 @ 11:40am

SR 528 LANE CLOSURES SCHEDULED FOR BRIDGE WORK

October 21, 2013 @ 11:35am

Please Note:

- Please refer to the Schedule of Tolls for more information.
- The toll calculator is provided as a convenience to our users. It does not include usage discounts for E-PASS customers. For more information on the E-PASS program and discounts for frequent users, click here.
- In situations when your starting highway is different than your ending highway, we assume that you will use roads that are operated by the Expressway Authority. There may be instances where a portion of a road in your calculated route is not operated by the Expressway Authority. There may be some toll charges that have been included for your convenience on those contiguous roads.
- If you have any questions regarding any of these toll rates, feel free to contact our customer service center.



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Successfully calculated your trip cost of \$6.28

Results:

\$0.28 Toll Due

STEP 1: Select Payment and Axles

E-PASS Payment Method
2 Axles

STEP 2: Select Starting Point

SR 414 (Apopka Expressway) Select Starting Highway
Eastbound Select Direction
SR 429 (Western Expressway) Select Exit Ramp

STEP 3: Select End Point

SR 408 (East-West Expressway) Select End Highway
Eastbound Select Direction
Exit 23 - SR 50 (East Colonial Drive) Select Exit Ramp

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61840.00

Period: 201306

Date	Location	Job Type	User	Total
5/30/2013	White Plains, NY	OSS COLOR PRINTING	LWANG	\$3.25
5/30/2013	White Plains, NY	OSS LASER PRINTING	LWANG	\$0.52
			Total	\$3.77

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61840.00

Period: 201307

Date	Location	Job Type	User	Total
6/3/2013	Orlando FL	OSS LASER PRINTING	ERENTA	\$5.24
6/13/2013	White Plains, NY	OSS LASER PRINTING	LWANG	\$0.13
			Total	\$5.37

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61840.00

Period: 201309

Date	Location	Job Type	User	Total
8/5/2013	Orlando FL	OSS LASER PRINTING	CPUGH	\$0.13
8/7/2013	White Plains, NY	OSS LASER PRINTING	LWANG	\$0.13
8/8/2013	White Plains, NY	OSS LASER PRINTING	LWANG	\$3.12
			Total	\$3.38



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

Project Number: 61840.00

Period: 201313

Date	Location	Job Type	User	Total
12/10/2013	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$25.56
			Total	\$25.56



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

Project Number: 61840.00

Period: 201402

Date	Location	Job Type	User	Total
1/31/2014	White Plains, NY	B/W Laser Printing	LWang	\$0.79
1/31/2014	White Plains, NY	Sm Fmt Color Printing	LWang	\$1.09
		Total		\$1.88



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

Project Number: 61840.00

Period: 201403

Date	Location	Job Type	User	Total
2/19/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$25.56
			Total	\$25.56



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

Project Number: 61840.00

Period: 201413

Date	Location	Job Type	User	Total
12/2/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	\$25.56
			Total	\$25.56



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

Project Number: 61840.00

Period: 201508

Date	Location	Job Type	User	Total
7/15/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$57.51
7/17/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$4.26
			Total	\$61.77



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

Project Number: 61840.00

Period: 201510

Date	Location	Job Type	User	Total
9/17/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
9/17/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$95.86
			Total	\$95.99



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

Project Number: 61840.00

Period: 201511

Date	Location	Job Type	User	Total
9/23/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$63.91
			Total	\$63.91



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

Project Number: 61840.00

Period: 201513

Date	Location	Job Type	User	Total
12/10/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$30.89
			Total	\$30.89



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

Project Number: 61840.00

Period: 201601

Date	Location	Job Type	User	Total
1/4/2016	Orlando FL	B/W Laser Printing	CJackowski	\$0.52
1/7/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.78
1/7/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$4.27
			Total	\$5.57



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

Project Number: 61840.00

Period: 201602

Date	Location	Job Type	User	Total
1/26/2016	Orlando FL	B/W Laser Printing	kateshannon	\$0.13
1/27/2016	Orlando FL	B/W Laser Printing	kateshannon	\$0.13
1/29/2016	Orlando FL	B/W Laser Printing	kateshannon	\$0.78
1/26/2016	Orlando FL	Sm Fmt Color Printing	kateshannon	\$4.27
1/27/2016	Orlando FL	Sm Fmt Color Printing	kateshannon	\$9.60
1/29/2016	Orlando FL	Sm Fmt Color Printing	kateshannon	\$14.92
			Total	\$29.83



Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61840.00

Period: 201603

Date	Location	Job Type	User	Total
2/8/2016	Orlando FL	B/W Laser Printing	kateshannon	\$0.26
2/18/2016	Orlando FL	B/W Laser Printing	kateshannon	\$5.50
2/22/2016	Orlando FL	B/W Laser Printing	kateshannon	\$0.64
2/8/2016	Orlando FL	Sm Fmt Color Printing	kateshannon	\$74.57
2/22/2016	Orlando FL	Sm Fmt Color Printing	kateshannon	\$47.93
			Total	\$128.90



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

Project Number: 61840.00

Period: 201607

Date	Location	Job Type	User	Total
6/1/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.90
6/2/2016	Orlando FL	B/W Laser Printing	katieshannon	\$1.03
6/8/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.90
6/10/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.39
6/13/2016	Orlando FL	B/W Laser Printing	katieshannon	\$1.93
6/15/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.90
6/16/2016	Orlando FL	B/W Laser Printing	katieshannon	\$1.16
6/21/2016	Orlando FL	B/W Laser Printing	katieshannon	\$11.54
6/23/2016	Orlando FL	B/W Laser Printing	katieshannon	\$0.64
6/24/2016	Orlando FL	B/W Laser Printing	katieshannon	\$4.22
5/31/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$47.93
6/1/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$17.04
6/2/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$23.44
6/8/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$64.97
6/10/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$31.95
6/13/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$42.60
6/14/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$6.42
6/15/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$60.72
6/21/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$30.89
6/24/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.14
			Total	\$351.71



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

Project Number: 61840.00

Period: 201608

Date	Location	Job Type	User	Total
6/27/2016	Orlando FL	B/W Laser Printing	katleshannon	\$0.26
			Total	\$0.26



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

Project Number: 61840.00

Period: 201702

Date	Location	Job Type	User	Total
2/2/2017	Orlando FL	B/W Laser Printing	katieshannon	\$6.03
2/8/2017	Orlando FL	B/W Laser Printing	katieshannon	\$4.23
2/17/2017	Orlando FL	B/W Laser Printing	katieshannon	\$29.20
2/17/2017	Orlando FL	Large Format Bond Plot (SQ FT)	katieshannon	\$12.78
2/2/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$25.60
2/3/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$9.59
2/8/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$174.69
2/17/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$202.40
			Total	\$464.52



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

Project Number: 61840.00

Period: 201703

Date	Location	Job Type	User	Total
2/21/2017	Orlando FL	B/W Laser Printing	kateshannon	\$0.13
2/22/2017	Orlando FL	B/W Laser Printing	kateshannon	\$1.03
3/3/2017	Orlando FL	B/W Laser Printing	kateshannon	\$0.26
3/1/2017	Orlando FL	Sm Fmt Color Printing	kateshannon	\$11.72
3/3/2017	Orlando FL	Sm Fmt Color Printing	kateshannon	\$53.25
			Total	\$66.39



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

Project Number: 61840.00

Period: 201705

Date	Location	Job Type	User	Total
5/1/2017	Oriando FL	B/W Laser Printing	katieshannon	\$20.59
5/1/2017	Oriando FL	Sm Fmt Color Printing	katieshannon	\$13.86
			Total	\$34.45

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

Employee	Date	Time (In hours)	Description
Davis	06/10/16	2.00	Timeline Maps
Hall	05/13/13	1.00	Tele with Callan
	05/14/13	0.50	Contract
	05/24/13	0.50	Mtg with Hughes
	06/11/13	1.00	Review draft
	07/26/13	0.50	Tele call
	07/30/13	0.50	Invoicing/review of hours
	08/08/13	1.00	Review of draft DPA
	08/09/13	1.00	Review of Apopka LDC
	12/09/13	0.50	Meeting with Client
	12/19/13	0.50	Mtg with Hughes
	12/26/13	0.50	Invoicing
	01/17/14	1.00	Review of DPA
	01/21/14	1.00	Review of Wang docs
	02/19/14	1.50	prep for and attend team mtg
	07/23/14	1.00	prep for and attend team mtg
	12/02/14	2.00	Callan Call
	07/15/15	1.00	Team meeting
	07/22/15	1.00	Team meeting
	09/09/15	0.50	Invoicing
	09/17/15	1.00	mtg
	09/23/15	0.50	Review of GIS maps
	11/11/15	1.50	LDC research
	11/20/15	1.00	Expert team meeting
	11/23/15	2.00	Revisions to DPA; review of market analysis
	11/24/15	0.50	client call
	11/25/15	1.00	LDC research
	12/10/15	0.50	DPA edits
	01/04/16	0.50	invoices
	01/11/16	0.50	rebuttal memo
	01/12/16	1.00	Comp maps review
	01/26/16	1.00	Map review
	01/27/16	1.00	rebuttal report
	05/10/16	1.00	Team meeting
	05/11/16	0.50	Invoicing
	05/13/16	1.00	Callan call
	05/17/16	0.50	MEI call
	05/20/16	0.50	Transportation conversation
	06/01/16	1.00	Review of DPA with Shannon
	06/02/16	1.50	Meeting with Shannon

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

Employee	Date	Time (in hours)	Description
	06/10/16	1.00	Tele call and review of memo
	06/13/16	1.00	Revisions to DPA
	06/16/16	0.50	Maitland blvd.
	11/01/16	1.00	Callan call
	11/15/16	1.00	LDC research
	01/05/17	1.00	client mtg
	01/16/17	1.00	Memo review
	01/30/17	1.00	Depo prep
	02/02/17	1.00	Annexation review
	02/06/17	1.00	City of Apopka call
	02/08/17	2.00	Depo prep
	02/17/17	1.00	File organization
	02/20/17	8.00	Prep for and attend depo
	03/02/17	1.00	visit neighborhood with retaining walls
	03/06/17	2.00	site photos and meeting with Callan
		58.00	
Hughes	05/15/13	3.00	Site Visit
			Meeting w/ client to discuss project, including highest and best use for property in the before and after; review appraisal
	12/09/13	2.50	received via email from client
	12/10/13	3.50	Review DPA report prepared, including current FLU and zoning; attend site visit; drive back to office
	12/11/13	1.50	Research SR 429 extension history; review draft DPA reports and redline
	12/12/13	1.00	Continue reviewing draft DPA report; review new appraisal
	12/13/13	1.00	Continue reviewing draft DPA report; review new appraisal
	02/19/14	1.50	Review of new appraisal
		14.00	
Jackowski	05/23/13	0.50	Scan, file and upload Executed agreement/client auth. for Callan Law/Robert & Cynthia Henderson and set up in BT.
	07/17/15	0.50	Coord mtg. w/Dan Morris, Robert Scott, Jim Hall and Callan's office (7/22) to discuss and follow up on the Henderson matter per meeting on 7/15.

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

Employee	Date	Time (in hours)	Description
	01/04/16	1.00 2.00	Prepare draft Invoice for Henderson for Mediation scheduled for Wednesday (Itemized hourly staff totals and descriptions from all timesheets)
Needler	05/16/16	2.50	Research
	05/17/16	1.50	Research
	05/18/16	1.00	Research
	05/19/16	1.50	Research
	05/27/16	1.00	maitland research
	06/02/16	1.00	Research
	06/03/16	0.50	Beltway Timeline
	06/06/16	2.00	Orlando Beltway Timeline
	06/07/16	0.50	Orlando Beltway Timeline
	06/08/16	1.00	Research
	06/09/16	1.00	Made maps at home
	06/10/16	1.00	Created an excel timeline for Jim and company + added maps + extra research
		14.50	
Pugh	07/30/13	1.00	review of survey
	08/12/13	1.50	review of survey
		2.50	
Shannon	12/06/14	2.00	Attending meeting at Callan Law to assess variable alternatives for the taking
	07/15/15	3.50	Meeting at Callan's office with client, Morris, Bob, Callan, Abrams; revisions to DPA including LDC on City of Apopka R-1AA zoning regulations and County's A-1 District
	07/22/15	2.50	Prepped for and attended meeting with Callan, Hall, Scott in VHB conference room
	09/17/15	2.50	Meeting with Callan, Dreggors, Morris, Hall
	09/21/15	3.00	Worked on GIS map series - updates to all with new map for assembled property and relevant analogs in the area - call with Callan & Morris
	09/23/15	4.50	Updated assemblage section, reviewed Stanton Ridge pre-condition, ldc on access for subdivision - updated all GIS maps
	11/20/15	1.50	Phone conference with Callan/revisions to DPA

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

Employee	Date	Time (in hours)	Description
			Revisions to DPA; GIS map series made current; new market analysis via Business Analyst; meeting with Jim; research on plat/easements
	11/23/15	4.00	
	11/24/15	0.50	Meeting with Tom/Jim/Rick
	12/03/15	0.50	Final revisions to DPA
			Revisions to DPA - primarily assemblage section/phone conference with Callan
	12/09/15	0.50	
	12/10/15	0.50	Edits and Review of revisions with Jim
	12/18/15	0.50	Revisions to DPA/conference with Callan
	12/21/16	0.50	Revisions to DPA
	01/04/16	0.50	Organized all files/invoices
			FLU and Zoning graphics for rebuttal/tele conference with Harris, Callan, Dreggors
	01/07/16	2.50	
	01/08/16	2.50	Comparable sales analysis
			Continued comparable sales analysis - flyers for Henderson/Hatcher Properties and meeting with Jim
	01/11/16	2.50	
	01/12/16	1.50	Continued research on Hall comparables
	01/13/16	1.00	Revisions to map series for memo
			tele conference with Raymer/Sam considering comps analysis
	01/14/16	1.00	
	01/25/16	1.00	Tele with Callan; FLU/Comps research
			Revisions to rebuttal/GIS map created of parcels purchased 2005-2012
	01/26/16	3.50	
	01/27/16	2.00	Revisions to Acquisitions Exhibit
	03/04/16	0.50	Tele conference with Callan Law
			Meeting at Callan Law; review of FLU and Zoning maps; tasks given for needed addendum
	05/10/16	2.00	
			Worked on revised timeline of Wekiva Parkway; meeting with Jim to discuss collection of evidence; revised DPA; coordinated with Katie about creation of Resolution 2007-02 map
	05/27/16	3.00	
			Reviewed JPA for annexation/small study area policy adoption; reviewed FLU element for relevant data; drafted addendum to report with West Area study, annexation process, process to entitlements; reviewed with Jim; general edits made
	06/01/16	5.50	
			meeting with Hall to review rebuttal; edits to Figure numbers and redlines on draft
	06/02/16	2.50	
	06/08/16	2.50	Meeting at Callan Law concerning addenda

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

Employee	Date	Time (in hours)	Description
	06/09/16	1.50	Revisions to Memo; request for docs from City about Orchid Estates; got plat for Magnolia estates from Comptroller
	06/10/16	2.00	Revisions to Addendum; GIS maps; review with Jim; tele call with Callan Law
	06/13/16	1.50	Revisions to report; tele meeting with Calan Law
	06/14/16	0.50	Meeting with Pam about rebuttal report
	06/15/16	1.50	Revisions to memo; updated figures; review with Hall; sent to client
	06/16/16	0.50	Revisions to Maitland Blvd extension exhibits - placed on titleblock
	06/22/16	0.50	Updated DOS
	11/03/16	1.00	Titleblock & InDesign edits
	12/07/16	0.50	Tele Call with Pam; review of cul-de-sac rezoning app with City of Apopka
	12/09/16	2.50	GIS Comp Maps
	01/12/17	0.50	Scheduling for Depo
	01/19/17	0.50	Review of Duces Tecum and scheduling to prep for depo
	01/27/17	1.50	Scheduling and meeting with Callan Law, Hall
	01/30/17	1.50	Tele conference; start of collection of docs for trial; email correspondence with Pam and Katherine E.
	01/31/17	1.50	Collection of research on annexation - State Statutes, JPA, City of Apopka LDC; past annexation cycles
	02/02/17	2.50	Continued research on annexation; City of Apopka parcel specific with Project Orlando property
	02/06/17	4.50	Convo with Kyle Wilkes at the City; organization of Depo Docs per Duces Tecum; received annexation docs from City
	02/07/17	0.50	Request for invoice; tele conference with Pamela about annexation and delivery of documents
	02/08/17	3.50	Deposition Prep at Callan Law; collection of docs
	02/17/17	1.50	Organization of files for Monday's Depo
	03/01/17	1.00	Tele conference with Hall, Callan, Morris
	03/06/17	3.00	Review of deposition with Hall; errata sheet signed and sent to client
	05/01/17	0.50	Pam call
	05/02/17	1.00	Review of response to motion in limine
		96.00	
Taniguchi	05/17/16	3.00	Work on the Wekiva Parkway history

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

Employee	Date	Time (in hours)	Description
	06/02/16	0.50	Maitland Extension research
	06/08/16	1.00	Orlando Beltway history/timeline
		4.50	
Wang	05/13/13	5.00	Reviewed project materials and created maps for development potential analysis.
	05/14/13	4.00	Revised maps and met with T. Callan re: development potential analysis.
	05/20/13	2.00	Reviewed infrastructure data and drafted development potential analysis.
	05/21/13	2.00	Reviewed infrastructure data and drafted development potential analysis.
	05/24/13	3.50	Coordinated data request with City of Apopka; reviewed Orange County Comprehensive Plan and drafted development potential analysis.
	05/30/13	4.00	Revised maps; reviewed Future Land Use Plan and Land Development Code; coordinated with Apopka re: data requests. Drafted sections re: Future Land Use Plan and Land
	05/31/13	2.00	Development Code.
	06/03/13	3.00	Revised maps; updated draft with infrastructure data from City of Apopka.
	06/11/13	1.00	Reviewed draft and responded to comments.
	06/13/13	1.00	Revised draft in response to comments.
	06/14/13	1.00	Reviewed draft and responded to comments.
	06/17/13	1.00	Conducted market analysis and updated report.
	06/18/13	1.00	Conducted market analysis and updated report.
	06/19/13	1.50	Conducted market analysis and updated report.
	06/20/13	1.00	Conducted market analysis and updated report.
	06/28/13	0.50	Discussed next steps for development potential analysis with J. Hall, G. Zhang and R. Guo.
	07/05/13	1.50	Researched and drafted sections of development potential analysis.
	07/26/13	0.50	Call with J. Hall, R. Guo and G. Zhang re: development potential analysis and related follow-up.
	08/02/13	0.50	Continued drafting development potential analysis.
	08/08/13	1.00	Review of draft DPA with Jim
	08/09/13	0.50	Reviewed Apopka information and updated development potential analysis.
	08/20/13	1.00	Reviewed Apopka information and updated development potential analysis.

Billing Period thru 06/06/2017
Project No. 61840.00
Project Title: Planning Services for Henderson

Employee	Date	Time (in hours)	Description
	08/22/13	2.00	Reviewed Apopka information and updated development potential analysis.
	08/23/13	2.00	Reviewed Apopka information and updated development potential analysis.
	11/22/13	0.50	Updated DPA draft
	01/23/14	2.00	Reviewed appraiser's report and updated development potential analysis
	01/24/14	1.00	Reviewed appraiser's report and updated development potential analysis
	01/30/14	1.50	Revised development potential analysis.
	01/31/14	4.00	Revised development potential analysis.
	02/03/14	1.00	Updated Development Potential Analyses
		52.50	
	Total	246.00	

Lakemont Group

2037 Shaw Lane Orlando, FL 32814

INVOICE

Invoice Number 3 -
 Period Covered -
 12/1/13 to 6/6/17

June 6, 2017

To: Thomas Callan
 Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, Florida 32806
 Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
	<u>Client: Cynthia and Robert Henderson</u> <u>Matter: (1374 Plymouth Sorrento Rd, Apopka FL)</u>			
See Attached	Items from Invoice 1 Meetings and calls with attorneys and clients and review of documents. (50% allocation with Hatcher)	1.7	\$350.00	\$ 595.00
See Attached	Physical inspections of sites and market area and corridor. (50% allocation with Hatcher)	0.3	\$350.00	\$ 105.00
See Attached	Background research, preparation, and writing of Economic and Market Analysis of subject site and market. Prepare report Dated December 7, 2015. (50% allocation with Hatcher)	12.1	\$350.00	\$ 4,235.00
	<u>SUB TOTAL INVOICE 1 – First Report (12/7/15):</u>	<u>14.1</u>		<u>\$ 4,935.00</u>
See Attached	Items from Invoice 2 Meetings and calls with attorneys to discuss rebuttal report and review documents. (50% allocation with Hatcher)	0.8	\$350.00	\$ 280.00
See Attached	Research and draft rebuttal report. (50% allocation with Hatcher)	2.9	\$350.00	\$ 1,015.00
See Attached	Review files, documents, and meetings with attorneys to prepare discuss second addendum and rebuttal report.	3.5	\$350.00	\$ 1,225.00
See Attached	Research and draft rebuttal report, 2 nd addendum and rebuttal report.	7.1	\$350.00	\$ 2,485.00
	<u>SUB TOTAL INVOICE 2 – Rebuttal Reports (6/24/16)</u>	<u>14.3</u>		<u>\$ 5,005.00</u>
	Expenses			None
	Note: Hour Detail Sheet Attached			

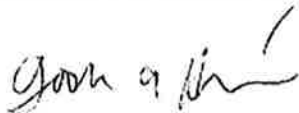
Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
	Client: Cynthia and Robert Henderson Matter: (1374 Plymouth Sorrento Rd, Apopka FL)			
See Attached	Items from Invoice 3 Preparation for deposition, preparation of file for CFX attorney review, review of prior testimony, review of CFX rebuttal reports and depositions. Update and confirm research ahead of deposition.	21.3	\$350.00	\$ 7,455.00
2/27/17	Deposition by CFX attorney.	8.0	\$350.00	\$ 2,800.00
See Attached	Review new documents from CFX, generate and prepare trial exhibits, review case documents and deposition transcripts, prepare for trial.	15.1	\$350.00	\$ 5,285.00
	SUB TOTAL INVOICE 3 - Deposition and Trial Prep (6/6/17):	44.4		\$ 15,540.00
	Expenses			None
	TOTAL DUE:			\$ 25,480.00
	Note: Hour Detail Sheet Attached			

Thank you very much for the opportunity to serve.



Joshua A. Harris, Ph. D., CRE, CCIM, CAIA
Managing Partner
 Lakemont Group

Payment Instructions via Check:
 Lakemont Group LLC
 C/O Joshua Harris
 2037 Shaw Ln
 Orlando, FL 32814

Hour Detail Sheet

Client: Cynthia and Robert Henderson

Matter: 1374 Plymouth Sorrento Rd, Apopka FL

Person	Date	Time	Description	Allocation	Alloted Time
JH	4/24/2014	0.5	meet with attorneys - Overview of client property, parts being taken	50%	0.3
JH	5/1/2014	0.7	Review docs - Condemning Auth. Appraisals, descriptions on takings	50%	0.4
JH	10/15/2014	1.2	Background Econ Research - collect national/state/local data for report	50%	0.6
JH	11/24/2014	0.5	Data collection - Sales volumes and trends of market area, regional impacts	50%	0.3
JH	11/29/2014	0.5	market area tour - Visit and analyze sites/markets around SR429, SR417	50%	0.3
JH	1/8/2015	2.3	Data collection/graph creation - Create econ data charts (Section 2/3)	50%	1.2
JH	1/9/2015	2.4	Data collection/graph creation - Create local market data charts (Section 1)	50%	1.2
JH	1/16/2015	1.2	Report Writing - Draft language of final report	50%	0.6
JH	1/16/2015	0.6	Report Writing - Draft language of final report	50%	0.3
JH	11/17/2015	0.4	Call with attorneys - Discuss draft of report and condemnation blight issue	50%	0.2
JH	11/20/2015	1.8	Meeting with Attorney - Discuss scope and market impact issues	50%	0.9
JH	11/25/2015	4.2	Update data and economic analysis	50%	2.1
JH	11/29/2015	1.7	Review overall market assessment - update charts	50%	0.9
JH	12/4/2015	0.6	Meeting with Attorney - review report	50%	0.3
JH	12/5/2015	3.9	Edit and append report - mapping	50%	2.0
JH	12/6/2015	5.7	Finalize and proof report - prepare charts and graphs	50%	2.9
JH	1/7/2016	0.5	review updated appraisals from CFX	50%	0.3
JH	1/7/2016	1.1	call with attorney to discuss scope of rebuttal report	50%	0.6
JH	1/12/2016	1.2	data research for rebuttal report - focus on Orange county pricing	50%	0.6
JH	1/13/2016	4.3	write rebuttal report addressing market timing issues and condemnation blight	50%	2.2
JH	1/14/2016	0.2	write rebuttal report addressing market timing issues and condemnation blight	50%	0.1
JH	5/10/2016	2.3	Meeting and work session to discuss scope of rebuttal report	100%	1.3
JH	5/25/2016	0.6	update and research econ indicators	100%	1.6
JH	5/29/2016	0.7	draft second rebuttal report - market area issues	100%	0.7
JH	5/31/2016	1.1	draft second rebuttal report - impacts of the project section	100%	1.1
JH	6/8/2016	2.7	finalize and proof 2nd addendum	100%	2.7
JH	6/8/2016	0.8	meeting to discuss 2nd addendum	100%	0.8
JH	6/9/2016	1.1	meeting to discuss 2nd addendum	100%	1.1
JH	6/15/2016	1	edit and transmit 2nd addendum	100%	1.0
JH	6/15/2016	0.3	call to discuss 2nd addendum	100%	0.3
JH	2/10/2017	1.4	Review Carpenter rebuttal report and file documents	100%	1.4
JH	2/18/2017	0.7	Prepare trial exhibits	100%	0.7
JH	2/19/2017	1.3	Update maps and charts, finalize trial exhibits	100%	1.3
JH	2/22/2017	2.6	Compile documents requested by CFX, prepare for depo	100%	2.6
JH	2/23/2017	1.6	Review case file, reports, prepare for depo	100%	1.6
JH	2/23/2017	0.6	Call with counsel regarding depo prep	100%	0.6
JH	2/24/2017	3.4	Review of economic data and condemnation blight documents	100%	3.4
JH	2/24/2017	0.8	Call with counsel regarding depo prep	100%	0.8
JH	2/25/2017	4.2	Review case file, reports, prepare for depo	100%	4.2
JH	2/26/2017	5.7	Prepare file and exhibits for deposition, review docs produced, prep for depo	100%	5.7
JH	2/27/2017	8	Deposition by CFX Attorney	100%	8.0
JH	3/1/2017	2.2	Prepare additional trial exhibits - given Depo questions	100%	2.2
JH	3/1/2017	1.2	Call with counsel regarding trial exhibits	100%	1.2
JH	3/3/2017	1.7	Review deposition transcript	100%	1.7
JH	3/6/2017	3	Meeting with attorney, appraiser, discuss market data and growth trends, FONSI	100%	3.0
JH	3/7/2017	2.7	Review depo transcript and complete errata, correct errors	100%	2.7
JH	3/8/2017	0.5	Call with attorney to discuss new housing sales data	100%	0.5
JH	3/9/2017	0.5	Call with attorney to explain sales trends data	100%	0.5
JH	3/10/2017	0.8	Update charts of sales trend data	100%	0.8
JH	3/10/2017	1.5	Review depositions of David Hall and James Hall	100%	1.5
Total		90.5			72.8

Invoice Number 2 -
Period Covered -
12/1/13 to 6/10/16

June 10, 2016

To: Thomas Callan
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Attn: Accounts Payable

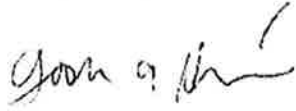
DATES	DESCRIPTION	HOURS	RATE	AMOUNT
	<u>Client: Cynthia and Robert Henderson</u> <u>Matter: (1374 Plymouth Sorrento Rd, Apopka FL)</u>			
See Attached	Items from Invoice 1 Meetings and calls with attorneys and clients and review of documents. (50% allocation with Hatcher)	1.7	\$350.00	\$ 595.00
See Attached	Physical inspections of sites and market area and corridor. (50% allocation with Hatcher)	0.3	\$350.00	\$ 105.00
See Attached	Background research, preparation, and writing of Economic and Market Analysis of subject site and market. Prepare report Dated December 7, 2015. (50% allocation with Hatcher)	12.1	\$350.00	\$ 4,235.00
	<u>SUB TOTAL INVOICE 1 – First Report (12/7/15):</u>	<u>14.1</u>		<u>\$ 4,935.00</u>
See Attached	Meetings and calls with attorneys to discuss rebuttal report and review documents. (50% allocation with Hatcher)	0.8	\$350.00	\$ 280.00
See Attached	Research and draft rebuttal report. (50% allocation with Hatcher)	2.9	\$350.00	\$ 1,015.00
	<u>SUB TOTAL – 1st Rebuttal Report</u>	<u>3.7</u>		<u>\$ 1,295.00</u>
See Attached	Review files, documents, and meetings with attorneys to prepare discuss second addendum and rebuttal report.	3.2	\$350.00	\$ 1,120.00
See Attached	Research and draft rebuttal report.	6.1	\$350.00	\$ 2,135.00
	<u>SUB TOTAL – 2nd Addendum and Rebuttal Report</u>	<u>9.3</u>		<u>\$ 3,255.00</u>
	Expenses			None
	TOTAL DUE:			<u>\$ 9,485.00</u>
	Note: Hour Detail Sheet Attached			

Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE

Thank you very much for the opportunity to serve.



Joshua A. Harris, Ph. D., CRE, CAIA
Managing Partner
Lakemont Group

Payment Instructions via Check:
Lakemont Group LLC
C/O Joshua Harris
2037 Shaw Ln
Orlando, FL 32814

Lakemont Group

2037 Shaw Lane, Orlando, FL 32814

INVOICE**Hour Detail Sheet**

Client: Cynthia and Robert Henderson

Matter: 1374 Plymouth Sorrento Rd, Apopka FL

Person	Date	Time	Description	Allocation	Alloted Time
JH	4/24/2014	0.5	meet with attorneys - Overview of client property, parts being taken	50%	0.3
JH	5/1/2014	0.7	Review docs - Condemning Auth. Appraisals, descriptions on takings	50%	0.4
JH	10/15/2014	1.2	Background Econ Research - collect national/state/local data for report	50%	0.6
JH	11/24/2014	0.5	Data collection - Sales volumes and trends of market area, regional impacts	50%	0.3
JH	11/29/2014	0.5	market area tour - Visit and analyze sites/markets around SR429, SR417	50%	0.3
JH	1/8/2015	2.3	Data collection/graph creation - Create econ data charts (Section 2/3)	50%	1.2
JH	1/9/2015	2.4	Data collection/graph creation - Create local market data charts (Section 1)	50%	1.2
JH	1/16/2015	1.2	Report Writing - Draft language of final report	50%	0.6
JH	1/16/2015	0.6	Report Writing - Draft language of final report	50%	0.3
JH	11/17/2015	0.4	Call with attorneys - Discuss draft of report and condemnation blight issue	50%	0.2
JH	11/20/2015	1.8	Meeting with Attorney - Discuss scope and market impact issues	50%	0.9
JH	11/25/2015	4.2	Update data and economic analysis	50%	2.1
JH	11/29/2015	1.7	Review overall market assessment - update charts	50%	0.9
JH	12/4/2015	0.6	Meeting with Attorney - review report	50%	0.3
JH	12/5/2015	3.9	Edit and append report - mapping	50%	2.0
JH	12/6/2015	5.7	Finalize and proof report - prepare charts and graphs	50%	2.9
JH	1/7/2016	0.5	review updated appraisals from CFX	50%	0.3
JH	1/7/2016	1.1	call with attorney to discuss scope of rebuttal report	50%	0.6
JH	1/12/2016	1.2	data research for rebuttal report - focus on Orange county pricing	50%	0.6
JH	1/13/2016	4.3	write rebuttal report addressing market timing issues and condemnation blight	50%	2.2
JH	1/14/2016	0.2	write rebuttal report addressing market timing issues and condemnation blight	50%	0.1
JH	5/10/2016	2.3	Meeting and work session to discuss scope of rebuttal report	100%	1.3
JH	5/25/2016	0.6	update and research econ indicators	100%	1.6
JH	5/29/2016	0.7	draft second rebuttal report - market area issues	100%	0.7
JH	5/31/2016	1.1	draft second rebuttal report - impacts of the project section	100%	1.1
JH	6/8/2016	2.7	finalize and proof 2nd addendum	100%	2.7
JH	6/8/2016	0.8	meeting to discuss 2nd addendum	100%	0.8
JH	6/9/2016	1.1	meeting to discuss 2nd addendum	100%	1.1
Total		44.8			27.1

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane., Suite 200

Orlando, FL 32814

407-393-6894

fax 407-393-6851

www.meicivil.com

bill to:

Thomas P. Callan, Esquire
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806

Invoice Date: 6/7/2017

Invoice Number: 193005H-3

Invoice Amount Due: **\$52,135.13**

**JOB: SR 429, Parcel 112
Henderson
Engineering Analysis**

Description	Hours	Rate	Fee	Total
Principal(DLM)	125.5	\$265.00	\$33,257.50	\$33,257.50
Senior Engineer (KSH)	20.5	\$210.00	\$4,305.00	\$4,305.00
Project Engineer (BPB)	3.0	\$155.00	\$465.00	\$465.00
Senior Designer (JRR, MP)	93.0	\$125.00	\$11,625.00	\$11,625.00
			Subtotal	\$49,652.50
			Expenses (5%)	\$2,482.63
			Total Fee Due	\$52,135.13

See attachment for detail.

Payment is due upon settlement.

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

193005H

Job Name *SR429, P112/712, Henderson*

Date	Hours	Task	Work Description
12/10/2013	2.5		prepare for and attend site meeting with owner, experts and attorney
6/9/2015	2.5		research lighting plans/details for Low Area Bridge
7/13/2015	4.5		prepare for and make site visit to mark approximate center of proposed culdesac
7/15/2015	3.0		prepare for and attend meeting with owners, experts and attorney
8/11/2015	5.5		research details on lighting, bridge structure, pond sections, etc for exhibits
8/13/2015	5.5		research and exhibit coordination for bridge piles and pile capes, and lighting details
9/9/2015	3.5		coordinate exhibit updates
9/14/2015	3.5		research and exhibit coordination for bridge plans and fencing
9/17/2015	6.5		research retaining wall details and layouts, compile plans and send to visualist, prepare for and attend mtg with experts and attorney
9/23/2015	3.5		coordinate exhibit preparation
10/5/2015	3.5		review overall exhibit, send to animator
10/21/2015	4.5		research and compile latest aesthetic plans for visualist
11/2/2015	3.5		compile and send updated construction plans to visualist
11/14/2015	2.5		coordinate before and after access exhibit
11/21/2015	9.0		preliminary engineering report
11/23/2015	3.5		compile latest construction plans and site photos
12/2/2015	3.0		exhibit coordination
12/4/2015	3.0		review appraisal report and property appraiser information
12/11/2015	3.0		update preliminary engineering report / coordinated update of exhibits
1/7/2016	1.0		prepare for and attend conf call with experts and attorney
6/21/2016	4.5		review appraisal updates, prepare for and attend conf call with experts and attorney
6/27/2016	4.0		assist in settlement negotiations / mediation
10/4/2016	3.0		review 100% and RFC plans for changes
2/7/2017	4.0		site observation and measurements on new driveway,
2/8/2017	4.0		preliminary estimate of cost to reconstruct driveway
2/13/2017	6.0		prepare for and attend meeting with attorney for deposition preparation and case review

2/16/2017	6.0	preliminary lot yeild review
2/17/2017	5.0	preliminary lot yeild 90 x 120
2/22/2017	3.0	organizing files per duces tecum
3/2/2017	5.0	coordinate exhibit updates
3/3/2017	4.0	prepare for and attend deposition

Total Hours: 125.5

Work Descriptions for Kevin S. Hebert, PE

193005H

Job Name *Wekiva Parkway. Robert & Cynthia Henderson*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
3/16/2015	2.0	Job Intro, plan review, analysis
3/17/2015	3.0	Plan review, analysis, coord. cont.
3/18/2015	1.6	Plan review, analysis, coord. cont.
4/13/2015	6.0	Structural plan coord, review, analysis
4/14/2015	3.0	Structural plan coord, review, analysis
7/13/2015	4.5	prep and site visit to stake CL of cul-de-sac, analyze new material / plans for construction.
8/26/2015	0.5	analysis
Total Hours:	20.5	

Work Descriptions for Brad P. Baskind, EI

193005H

Job Name *Wekiva Pkwy, Henderson*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
2/20/2017	2.0	Research existing plans through SJRWMD permit.
2/21/2017	1.0	Delivered exhibit documents to Callan Law Firm.
<i>Total Hours:</i>	3.0	

Work Descriptions for John R. Russell

193005H

Job Name Henderson P1123 SR 429

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
3/18/2015	1.0		Download & Review Files
3/18/2015	2.0		Re-Calculate Before Conditions , Draft & Label Boundary per New Field Survey
3/18/2015	2.0		Re-Calculate, AOT Draft & Label Boundary per New Field Survey
3/18/2015	1.0		USGS, FEMA, Aerial & Location Map Exhibits
3/19/2015	2.0		Re-Calculate, AOT Conflict w/ Bearings on Surveys
3/23/2015	3.0		Draft Additional SR 429 Roadway Features
3/23/2015	2.0		After Conditions Cross Section
3/24/2015	1.0		After Conditions Cross Section
3/27/2015	2.0		UnCured Remainder Remainder
3/27/2015	1.5		Draft Roadway Drainage Features
3/27/2015	1.0		Internal Check Plot & Revise
3/27/2015	0.5		BackUp Electronic Files
3/27/2015	1.5		Shade / Hatch Uncured Remainder
4/12/2015	0.5		Review Low Area Bridge Structural Plans
4/14/2015	1.0		Revise Cross Section to 1:1 Vert. / Hz. Scale
4/16/2015	2.5		Draft Cross Section Bridge from Structural Plans
7/14/2015	2.0		Shade Color Exhibits per Attomey Requests
7/15/2015	1.0		CleanUp Reduca Scale Existing Survey & Plot on ED Border
8/14/2015	2.5		Revise Cross Section - Add Lighting, Structural Piles & Extend Section to Southern R/W
8/17/2015	1.5		Add Street Lighting & Update Roadway Striping
9/9/2015	1.0		Revise Section, Label Light Fixtures, Revise Dates & Plot
9/17/2015	1.0		Download and Extract FDOT Design Sheets
9/17/2015	2.0		Draft Intersection & Bridge @ SR 429 & Connector Road

9/18/2015	4.0	Draft Intersection & Bridge @ SR 429 & Connector Road
9/18/2015	2.5	Draft Bridge @ SR 429 & North Road
9/21/2015	2.0	Draft R/W & Drainage
9/21/2015	3.0	Hatch / Shading
9/22/2015	2.0	Create Overall Roadway Exhibit
9/22/2015	2.0	Drainage Swales, Inlets & Slope Markers
9/23/2015	1.5	Hatch / Shading
9/23/2015	1.5	Drainage Swales, Inlets & Slope Markers
9/23/2015	1.0	Check Plot & Adjust Shading Colors
11/22/2015	1.0	Update Exhibits per Engineer Comments
12/11/2015	3.0	Update & Revise Exhibits per Attorney's Comments & RePlot
2/15/2017	6.0	CleanUp Existing Survey Cadd File
2/16/2017	6.0	Lot Yield Review - Design & Draft Lots 90x120
2/17/2017	6.0	Lot Yield Review - Design & Draft Lots 95x132
2/18/2017	6.0	Lot Yield Review - Design & Draft Lots 80x100
3/2/2017	4.0	Overlay AOT on FDOT Pond Plan & Calculate Distances @ XS
3/2/2017	1.5	Rename Sheet Titles & Plot Exhibits for Engineer
3/3/2017	3.0	Revise Cross Section & Lot Yield Exhibits

Total Hours: 91.5


Work Descriptions for Mitchell Pentecost

193005H

Job Name ***SR 429, 112/712 Henderson***

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
11/24/2015	1.5	Extract lighting, structure, striping, and aesthetic plans from roadway construction plans, place in job folder to send

Total Hours: ***1.5***


Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

DATE	INVOICE #
6/20/2016	16-06264

BILL TO
Thomas P. Callan, P.A. Accounts Payable 921 Bradshaw Terrace Orlando, FL 32806

CUSTOMER CONTACT / SHIPPED TO
Thomas P. Callan, P.A. Attention: Mr. Tom Callan 921 Bradshaw Terrace Orlando, FL 32806


P.O. NO.	TERMS	JOB
	Per Agreement	CFX/Henderson

DESCRIPTION	QTY	RATE	AMOUNT, US\$
5/22/2016, Dave Parzych Review and provide references for TNM 2.5 modeling requirements	7	210.00	1,470.00
5/23/2016, Dave Parzych review and summarize previous TNM 2.5 validations.	4	210.00	840.00
6/6/2016, Dave Parzych Meeting with Tom Callan and Pamela Rathbone for TNM 2.5 Request for Admissions	2	210.00	420.00
Previous Invoice:#16-1241 \$6922.50 TOTAL =\$9652.50			
Total, US Dollars			\$2,730.00

Power Acoustics, Inc
 Federal Identification Number: 59-3500644

Remit to the address above.

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


Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

DATE	INVOICE #
6/6/2017	17-06306

BILL TO
The Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

CUSTOMER CONTACT / SHIPPED TO
The Callan Law Firm, P.A. 921 Bradshaw Terrace Orlando, FL 32806

P.O. NO.	TERMS	JOB
	Per Agreement	Henderson/CFX case

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant (see attached breakdown)	11	210.00	2,310.00
Previous Invoices: 16-1241 - \$6922.50, 16-06264 - \$2730.00 TOTAL Current + Previous: \$11962.50			
Total, US Dollars			\$2,310.00


Power Acoustics, Inc
 Federal Identification Number: 59-3500644

Remit to the address above.

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

Principal Consultant: Dave Parzych, INCE.Bd.Cert
Job: Henderson/CFX eminent domain
Client: Tom Callan

Date	Time	Rate	Work Accomplished
2/18/2017	6	210	1260 provide exhibit info
3/22/2017	3	210	630 review files for depo
3/23/2017	2	210	420 deposition
SUBTOTAL	11	\$2,310.00	


Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

DATE	INVOICE #
1/4/2016	16-1241

BILL TO
Thomas P. Callan, P.A. Accounts Payable 921 Bradshaw Terrace Orlando, FL 32806

CUSTOMER CONTACT / SHIPPED TO
Thomas P. Callan, P.A. Attention: Mr. Tom Callan 921 Bradshaw Terrace Orlando, FL 32806

P.O. NO.	TERMS	JOB
	Per Agreement	CFX vs Henderson

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant (see breakdown)	35.5	195.00	6,922.50
Total, US Dollars			\$6,922.50

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: Henderson vs CFX eminent domain

Client: Tom Callan

Date	Time	Rate	Work Accomplished
12/9/2013	2	195	Review files, google aerals of location
12/10/2013	4.25	195	Checkout, test and setup equipment for 24 hour sound test. Travel to site review property, set up eqpmt.
12/11/2013	2.25	195	Retrieve instrumentation, check, recharge, store equipment.
12/12/2013	1	195	Download data, pictures, document data conditions
2/19/2014	1	195	Meeting Callan Office
2/27/2014	4	195	Review drawings and scale roads for TNM model
2/28/2014	4	195	Develop input data and set up of TNM model
3/3/2014	4	195	Correlate model with FDOT case, run model, determine increase impacts
3/4/2014	4	195	Prep of report figures
3/5/2014	4	195	Prep of report(s)
3/9/2014	4	195	Prep of report(s)
3/10/2104	1	195	Finalize Henderson/Hatcher Draft reports
SUBTOTAL	35.5		Hours Worked
		\$6,922.50	

DERANGO, BEST & ASSOCIATES

PROFESSIONAL REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS
1601 EAST AMELIA STREET, ORLANDO, FLORIDA 32803

INVOICE

January 4, 2016

Federal Tax ID #59-3541451

Mr. Thomas Callan
Thomas P. Callan, PA
921 Bradshaw Terrace
Orlando, Florida 32806

DB&A File No. 13-225

For Professional Services Rendered Concerning:

Real Estate appraisal services concerning Parcels 112/712 of the Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project Robert S. & Cynthia J. Henderson as Trustees located at 1374 Plymouth Sorrento Road, Apopka, Orange County, Florida.

Gross Fees to Date: \$6,588.00

Payable to:

DeRango, Best & Associates
1601 East Amelia Street
Orlando, Florida 32803

Thank you for the opportunity to be of service



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

INVOICE #OV1506

January 3, 2016

Tom Callan
Callan Law Firm
921 Bradshaw Terrace
Orlando, Florida 32806

Re: Henderson Parcel
1374 Plymouth Sorrento Road

DESCRIPTION: Perform Eminent Domain work for the Henderson Parcel.

TOTAL COST: 11.5 Hrs x \$120.00/hr = \$1,380.00

Thank you.

Sincerely,
Bert Karpinski
Ovation Construction, Inc.



INVOICE

INVOICE DATE	PROJECT NAME	INVOICE NUMBER
1/4/16	Henderson	Henderson01

SOLD TO:	PROJECT LOCATION:
Callan Law Firm 921 Bradshaw Terrace Orlando, FL 32806	

DESCRIPTION OF WORK COMPLETE THIS INVOICE			AMOUNT
2/27/15	Call from Tom Callan	.25	
3/2/15	Email from Stephane/set up file	.50	
3/2/15	Email from Scott/ return Email	.25	
3/9/15	Call to Henderson	.50	
3/12/15	Email to Tom	.25	
3/20/15	Site visit	3.5	
3/22/15	Estimate	2.5	
3/31/15	Review	1	
4/1/15	Meeting with Tom	.5	
4/6/15	Estimate	4.5	
4/7/15	Estimate	4	
4/8/15	Estimate	4	
6/2/15	Call from Tom	.25	
8/11/15	Estimate	2	
7/13/15	Meeting with Tom	1	
7/14/15	Estimate	1.25	
8/24/15	Emails	.50	
9/3/15	Call to Tom	.25	
12/14/15	Email to Courtney/estimate	1.25	
	Total	28.25	\$200.00
TOTAL AMOUNT DUE THIS INVOICE			\$5,650.00

PSG CONSTRUCTION 09/28/96 PC-04

PLEASE MAKE PAYMENT TO:
PSG CONSTRUCTION
THANK YOU

P. O. Box 3386 • Winter Park, Florida 32790 • Telephone (407) 628-9660

Law Firm Cost

EXHIBIT A



INVOICE

41245

Accuright Surveys of Orlando, Inc.

2012 E. Robinson Street, Orlando, Florida 32803

Tel. (407) 894-6314, Fax. (407) 897-3777

Bill To:

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141 Fax: (407) 426-1548

Ship To:

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141 Fax: (407) 426-1548

Invoice Date:	Invoice No.	Contact Name:	Ship Via:	Authorized by:
1/8/15	41245	FRANK A. RAYMOND	FAX & MAIL	Stephanie Tate

Property Address: 1374 Plymouth Sorrento Rd

Lot: PARCEL 75

Subdivision: SEC 36 TOWN 20, Rng 27

Plat Book:

Page(s):

County: ORANGE

Description of Land Survey Service

Cost

Set 6-10 POL's on west line of property	\$1,400.00
locate tree line across entire property	
locate all trees along the entrance drive	

Please Pay This Amount > Invoice Total: \$1,400.00

Date Paid:



Payment due upon receipt of services.
PLACE INVOICE NUMBER ON CHECK



Check No:



INVOICE

40418

Accuright Surveys of Orlando, Inc.

2012 E. Robinson Street, Orlando, Florida 32803

Tel. (407) 894-6314, Fax. (407) 897-3777

Bill To:

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141 Fax: (407) 426-1548

Ship To:

Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806
Tel: (407) 426-9141 Fax: (407) 426-1548

Invoice Date:	Invoice No.	Contact Name:	Ship Via:	Authorized by:
1/8/15	40418	FRANK A. RAYMOND	FAX & MAIL	Stephanie Tate

Property Address: 1374 Plymouth Sorrento Rd

Lot: PARCEL 75

Subdivision: SEC 36 TOWN 20, Rng 27

Plat Book:

Page(s):

County: ORANGE

Description of Land Survey Service**Cost**

Boundary, Topographic, and Utility Survey

PRODUCE BOUNDARY DRAWING

PRODUCE BOUNDARY AND TOPO DRAWING

PRODUCE BOUNDARY AND TOPO DRAWING SHOWING R/W TAKING

\$5,800.00

Please Pay This Amount > Invoice Total: \$5,800.00

Date Paid:



Payment due upon receipt of services.
PLACE INVOICE NUMBER ON CHECK



Check No:

Invoice

orlando@digitallegal.net
 300 S Orange Ave, Suite 950
 Orlando, FL 32801

PAID
 11/22/2013

Date	Invoice #
10/31/2013	24798

Tax ID # 59-3686416

Bill To

Thomas P. Callan, PA
 921 Bradshaw Terrace
 Orlando, FL 32806

Ship To

Client/Matter Number	Terms	Rep	Ship Date	Ordered by	DL Job Number
Henderson	Net 30	AP	10/31/2013	Holly Rapejle	10218

Quantity	Item Code	Description	Rate	Amount
142	Digital Imaging	B&W Scans	0.10	14.20T
33	Digital Imaging-...	Color Scans	0.75	24.75T
426	Blowbacks	B&W Prints	0.08	34.08T
99	Blowbacks-color	Color Prints	0.75	74.25T
1	CD Creation	Master CD	25.00	25.00T

Thank you for your business. We look forward to working with you again.	Subtotal	\$172.28
By accepting this invoice you are acknowledging that the "Bill To" party is responsible for the amount indicated in full and will pay by the date as indicated above.	Sales Tax	\$11.20
	Total	\$183.48
WE CANNOT ACCEPT THIRD PARTY BILLING RESPONSIBILITY		

Invoice

orlando@digitallegal.net
 300 S Orange Ave, Suite 950
 Orlando, FL 32801

Date	Invoice #
11/14/2014	26583

Tax ID # 59-3686416

PAID
 12/23/2014

Bill To
Thomas P. Callan, PA 921 Bradshaw Terrace Orlando, FL 32806

Ship To

Client/Matter Number	Terms	Rep	Ship Date	Ordered by	DL Job Number
Henderson	Net 30	JF	11/14/2014	Stephanie Tate	11043

Quantity	Item Code	Description	Rate	Amount
18	Blowbacks-Over...	B/W oversize prints	5.00	90.00T

Thank you for your business. We look forward to working with you again.	Subtotal	\$90.00
By accepting this invoice you are acknowledging that the "Bill To" party is responsible for the amount indicated in full and will pay by the date as indicated above.	Sales Tax	\$5.85
	Total	\$95.85
WE CANNOT ACCEPT THIRD PARTY BILLING RESPONSIBILITY		



CLERK OF THE CIRCUIT AND COUNTY COURT

RECORDS MANAGEMENT DIVISION

P.O. BOX 4994

425 NORTH ORANGE AVENUE, SUITE 150

ORLANDO, FLORIDA 32802-4994

INVOICE

Please resubmit your original request along with the invoice and payment to the address listed above. Acceptable forms of payment includes money order, business or personal checks and cashier checks. Also, the following major credit cards are accepted; Visa, American Express, Discover or MasterCard. \$6.00 processing fee will be applied if you choose to pay by credit /debit card. If you have any questions regarding this invoice, please call the (407) 836-6321 for assistance.

ATTN: DAWN A. CULLEN

Invoice Date 04/20/12	DEPUTY CLERK Juan Vazquez Ext. 74971	CASE NUMBER/REFERENCE NUMBERS REF.# 05753 08CA33868 ORLANDO/ORANGE CO. EXPRESS.
--------------------------	---	--

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
12	EACH	COPIES	\$1.00	\$12.00
1	EACH	POSTAGE	\$1.50	\$1.50
	EACH			\$0.00
	EACH			\$0.00
	EACH			\$0.00
	EACH			\$0.00
	EACH			\$0.00
	EACH			\$0.00
			Credit Card Fee	\$0.00
			TOTAL	\$13.50
			Amount Paid	\$0.00
			Balance Due	\$0.00

CLERK OF THE COURT FEDERAL ID # 59-6000772

Please Circle One: Visa/ MC/ AMEX/ Discover

Credit card Number _____

Expiration Date _____

Name that appears on the card _____

Thank you Juan Vazquez



**ATTORNEYS' TITLE
FUND SERVICES, LLC**

P.O. BOX 628601
ORLANDO, FL 32862-8601
FOR PRODUCT QUESTIONS: 1-407-240-4440
FOR BILLING QUESTIONS: 1-800-275-2843

Invoice No : 073000078300

Account : 2460600
Deliver To :
Name : THOMAS P CALLAN
Address : 921 BRADSHAW TERR
ORLANDO, FL 328060000

Order Date : 02/20/2013
Invoice Date : 02/25/2013

Order No : 07-2013-000783
Ordered By : DAWN

Product Code : 076 TITLE SEARCH REPORT
Legal/Name Searched : BEG 400 FT N & 300 FT E OF SW COR OF NE 1/4 O
F SE1/4 RUN E 1032.9 FT N 905.7 FT W 300 FT

Name : THOMAS P CALLAN
Address : 921 BRADSHAW TERR
ORLANDO, FL 328060000

Responsible Attorney :

Customer Ref	:	HENDERSON
Payment Method	:	
Title Information	:	150.00
Fund Direct	:	
Delivery	:	
OTHER	:	
Total	:	150.00

Invoice is DUE AND PAYABLE UPON RECEIPT

A.S.A.P.

Courier Services

INVOICE

Total Due	\$21.76
Invoice No.	2341-3619
Invoice Total	\$21.76
Acct. No.	2341
Period Ending	2/28/2017
Page	1
Amount Paid	

Callan Law Firm
 Stephanie Tate
 921 Bradshaw Ter
 Orlando, FL 32806

Remit Payments with this stub to:
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Customer #	Invoice #	Invoice Date	Unapplied Cash/Credit	Invoice Amount	Under 30	Over 30	Over 60	Over 90	Account Balance
2341	2341-3619	2/28/2017	\$0.00	\$21.76	\$0.00	\$0.00	\$0.00	\$0.00	\$21.76

----- cut and return with payment -----

Date	OrdTrkID Caller/Ref#	Origin	Destination/POD	Base Charge	Additional Charges	Total
02/17/17	121.021717 Katherine Henderson	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	Winderweeidle 329 N Park Ave Winter Park, FL 32789 Tracy Sewell 16:11	\$19.50 1 Hr Emerge CAR Sc:Mileage	Tot Surcharges: Insurance Fuel Surcharg \$2.26 [0.50] [1.76]	\$21.76

Invoice No.	2341-3619
Acct. No.	2341
Period Ending	2/28/2017
Page	1

ASAP Courier Service
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Invoice Total	\$21.76
Acct Balance	\$21.76

Go to <http://www.asap-courier.com/> for online order entry.



INVOICE

Total Due	\$68.06
Invoice No.	2341-3679
Invoice Total	\$68.06
Acct. No.	2341
Period Ending	05/15/17
Page	1
Amount Paid	

Callan Law Firm
 Stephanie Tate
 921 Bradshaw Ter
 Orlando, FL 32806

Remit Payments with this stub to:
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Customer #	Invoice #	Invoice Date	Unapplied Cash/Credit	Invoice Amount	Under 30	Over 30	Over 60	Over 90	Account Balance
2341	2341-3679	05/15/17	\$0.00	\$68.06	\$0.00	\$0.00	\$0.00	\$0.00	\$68.06

-----cut and return with payment-----

Date	OrdTrkID Caller/Ref#	Origin	Destination/POD	Base Charge	Additional Charges	Total
05/04/17	181.050417 Katherine Henderson	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:3 Wt:1.00	Winderweeidle 329 N Park Ave Winter Park, FL 32789 S Sawel 16:24	\$19.50 1 Hr Emerge CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [2.34]	\$22.34
05/08/17	166.050817 Katherine 1100.02	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	ORANGE COUNTY COURT HC 425 N Orange Ave Chambers Orlando, FL 32801 Judges Box 15:31	\$11.50 2 Hr Priority CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [1.38] Tot Extras: Courthouse [1] [\$5]	\$18.38
05/09/17	141.050817 Katherine	Callan Law Firm 921 Bradshaw Ter Orlando, FL 32806 Pcs:1 Wt:1.00	ORANGE CO COURTHOUSE 425 N Orange Ave 1100.02 Orlando, FL 32801 Mailbox Underwood flr 11 09:16	\$19.50 1 Hr Emerge CAR Sc:Mileage	Tot Surcharges: Insurance [0.50] Fuel Surcharg [2.34] Tot Extras: Courthouse [1] [\$5]	\$27.34

Invoice No.	2341-3679
Acct. No.	2341
Period Ending	05/15/17
Page	1

ASAP Courier Service
 7901 Kingspointe Parkway
 Suite 26
 Orlando, FL 32819
 (407) 852-0000

Invoice Total	\$68.06
Acct Balance	\$68.06

Go to <http://www.asap-courier.com/> for online order entry.

Ashburn Associates, Inc.
P.O. Box 1071
Orlando, FL 32802
Phone: (407) 894-7979
Fax: (407) 894-7980
55-0897618

INVOICE

Invoice #ASH-2017001665
3/23/2017

Thomas Callan
Thomas P Callan, P.A. Attorneys At Law
921 Bradshaw Terrace
Orlando, FL 32806

Case Number: Orange 2013-CA-014398-O

Plaintiff:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE
STATE UNDER THE LAWS OF THE STATE OF FLORIDA

Defendant:
CYNTHIA J. HENDERSON AND ROBERT S. HENDERSON, AS TRUSTEES UNDER THE PROVISIONS OF A CERTAIN
TRUST AGREEMENT, DATED OCTOBER 25, 2006, AND KNOWN AS THE CYNTHIA J. HENDERSON REVOCABLE
TRUST, ET AL.,

Received: 3/16/2017 Served: 3/18/2017 12:30 pm SUBSTITUTE - RESIDENTIAL
To be served on: LINNA DOHERTY F/K/A LINNA WEATHERMAN

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
LOCAL SERVICE FEE	1.00	40.00	40.00
TOTAL CHARGED:			\$40.00
BALANCE DUE:			\$40.00

Please enclose a copy of this invoice with your payment.

THANK YOU FOR YOUR BUSINESS !



Harbour Digital & Associates, LLC
 1000 East Robinson St.
 Suite H
 Orlando, Florida 32801

Invoice

Date	Invoice #
03/09/2017	1192
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship \ Deliver To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Henderson	Net 30	House	4/17/2017	4012	Pamela Rathbone

Quantity	Item Code	Description	Price Each	Amount
23	Trial Exhibits-Color	32x40 Print and Mount	115.00	2,645.00T
2	Trial Exhibits-b/w	32x40 Print and Mount	60.00	120.00T
2	Trial Exhibits-Color	32x40 Print and mount	180.00	360.00T
2.5	Technical Labor	Downloading, Preparing, Digital cropping of boards	125.00	312.50
	Discount		-171.87	-171.87
<p>Payment terms: Customer will pay all charges incurred in connection with the Project, in immediately available funds or as otherwise approved by Harbour Digital, within a commercially reasonable time period specified by Harbour Digital (Maximum Net 30 Days). Late payments bear interest at the rate of 1.5% per month.</p>				

<p>Thank you for your business. We look forward to working with you again.</p> <p>By accepting this invoice you are acknowledging that the "Bill to" party is responsible for the amount indicated in full and will pay by the date as indicated above.</p>	Subtotal	\$3,265.63
	Sales Tax (6.5%)	\$203.13
	Total	\$3,468.76



**HARBOUR
DIGITAL**

eDiscovery Solutions & Technology

Harbour Digital & Associates, LLC

1000 East Robinson St.
Suite H
Orlando, Florida 32801

Invoice

Date	Invoice #
03/09/2017	1195
Tax ID#: 47-4307348	

Bill To
Callan Law Firm 921 Bradshaw Terrace Orlando, Florida 32806

Ship \ Deliver To

Client/Matter Number	Terms	REP	Ship	HD Job Number	Ordered By
Henderson	Net 30	House		4019	Pamela Rathbone

Quantity	Item Code	Description	Price Each	Amount
2	Trial Exhibits-Color	Print and mount color trial boards	115.00	230.00T
<p>Payment terms: Customer will pay all charges incurred in connection with the Project, in immediately available funds or as otherwise approved by Harbour Digital, within a commercially reasonable time period specified by Harbour Digital (Maximum Net 30 Days). Late payments bear interest at the rate of 1.5% per month.</p>				

Thank you for your business. We look forward to working with you again.	Subtotal	\$230.00
	Sales Tax (6.5%)	\$14.95
By accepting this invoice you are acknowledging that the "Bill to" party is responsible for the amount indicated in full and will pay by the date as indicated above.	Total	\$244.95



Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
364071	2/20/2017	371408
Job Date	Case No.	
2/16/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway vs. Cynthia Henderson and Robert Henderson		
Payment Terms		
Net 30		

David Hall, ASA

Appearance Fee - First hour, deferred		95.00
Appearance Fee - each additional hour, deferred	5.50	412.50
Estimated # of Pages	233.00	0.00
TOTAL DUE >>>		\$507.50

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Payments may be made online at www.orangelegal.com/payments.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 371408 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 364071 Invoice Date : 2/20/2017
Total Due : \$ 507.50

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
372058	3/2/2017	371408
Job Date	Case No.	
2/16/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway vs. Cynthia Henderson and Robert Henderson		
Payment Terms		
Net 30		

ORIGINAL TRANSCRIPT OF:

David Hall, ASA backorder	238.00 Pages	1,023.40
Litigation Package - ASCII, Condensed		35.00
Exhibit Charge - Scan Only	676.00 Pages	169.00
Unedited ASCII - Per Page	201.00	301.50
Delivery, Process and Archive		40.00
E-mail transcript		0.00
TOTAL DUE >>>		\$1,568.90

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Payments may be made online at www.orangelegal.com/payments.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 371408 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 372058 Invoice Date : 3/2/2017
Total Due : \$ 1,568.90

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



Pamela Rathbone, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
380217	3/16/2017	374783
Job Date	Case No.	
3/1/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway vs. Cynthia Henderson and Robert Henderson		
Payment Terms		
Net 30		

ORIGINAL TRANSCRIPT OF:

Glenn M. Pressimone, P.E.	149.00 Pages	640.70
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	2.50 Hours	137.50
Litigation Package - ASCII, Condensed		35.00
Exhibit Charge - Per Page for Black and White Copies	15.00	7.50
Exhibit Charge - Per Page for Color Copies	4.00	4.00
E-mail transcript		0.00
Delivery		20.00
TOTAL DUE >>>		\$919.70

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Payments may be made online at www.orangelegal.com/payments.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Pamela Rathbone, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 374783 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 380217 Invoice Date : 3/16/2017
Total Due : \$ 919.70

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
382082	3/22/2017	375454
Job Date	Case No.	
3/7/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway vs. Cynthia Henderson and Robert Henderson		
Payment Terms		
Net 30		

ORIGINAL TRANSCRIPT OF:

Jeffrey Newton	184.00 Pages	726.80
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	5.00 Hours	275.00
Condensed Transcript		20.00
Exhibit Charge - Oversized Plans	3.00 Unit	29.25
Exhibit Charge - Scan Only	168.00 Pages	42.00
E-mail transcript		0.00

ORIGINAL TRANSCRIPT OF:

John Speer	24.00 Pages	94.80
Condensed Transcript		20.00
Exhibit Charge - Scan Only	85.00 Pages	21.25
E-mail transcript		0.00

TOTAL DUE >>> \$1,304.10

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 375454 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 382082 Invoice Date : 3/22/2017
Total Due : \$ 1,304.10

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
386871	3/22/2017	375456
Job Date	Case No.	
3/9/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway vs. Cynthia Henderson and Robert Henderson		
Payment Terms		
Net 30		

ORIGINAL TRANSCRIPT OF:

Scott Bear	96.00 Pages	412.80
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	5.50 Hours	302.50
Litigation Package - ASCII, Condensed		35.00
Exhibit Charge - Scan Only	310.00 Pages	77.50
Delivery		20.00
E-mail transcript		0.00
DVD/CD		45.00
Unedited ASCII - Per Page	77.00	115.50

ORIGINAL TRANSCRIPT OF:

Mary Brooks	35.00 Pages	150.50
Litigation Package - ASCII, Condensed		35.00
Exhibit Charge - Scan Only	49.00 Pages	12.25

TOTAL DUE >>> \$1,281.05

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 375456 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 386871 Invoice Date : 3/22/2017
Total Due : \$ 1,281.05

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
 Card Number: _____
 Exp. Date: _____ Phone#: _____
 Billing Address: _____
 Zip: _____ Card Security Code: _____
 Amount to Charge: _____
 Cardholder's Signature: _____
 Email: _____



Pamela Rathbone, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
385696	3/22/2017	376767
Job Date	Case No.	
3/8/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway vs. Cynthia Henderson and Robert Henderson		
Payment Terms		
Net 30		

ORIGINAL TRANSCRIPT OF:

Walter Carpenter, MAI CRE	220.00 Pages	946.00
Appearance Fee		95.00
Appearance Fee - Each Additional Hour	6.50 Hours	357.50
Litigation Package - ASCII, Condensed		35.00
Exhibit Charge - Scan Only	1,853.00 Pages	463.25
Delivery		20.00
E-mail transcript		0.00
TOTAL DUE >>>		\$1,916.75

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Payments may be made online at www.orangelegal.com/payments.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Pamela Rathbone, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 376767 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 385696 Invoice Date : 3/22/2017
Total Due : \$ 1,916.75

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
389611	3/31/2017	379594
Job Date	Case No.	
3/23/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway vs. Cynthia Henderson and Robert Henderson		
Payment Terms		
Net 30		

Linna Doherty f/k/a Linna Weatherman

Appearance Fee - First hour, deferred		95.00
Appearance Fee - each additional hour, deferred	0.50	37.50
Exhibit Charge - Per Page for Black and White Copies	35.00	17.50
Estimated # of Pages	75.00	0.00
TOTAL DUE >>>		\$150.00

35 B/W copies made, charges apply.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Payments may be made online at www.orangelegal.com/payments.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 379594 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 389611 Invoice Date : 3/31/2017
Total Due : \$ 150.00

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				



Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

INVOICE

Invoice No.	Invoice Date	Job No.
398257	4/5/2017	379594
Job Date	Case No.	
3/23/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway vs. Cynthia Henderson and Robert Henderson		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:

Linna Louise Doherty; Backorder	72.00 Pages	284.40
Litigation Package - ASCII, Condensed		35.00
Exhibit Charge - Per Page for Black and White Copies	31.00	15.50
Exhibit Charge - Per Page for Color Copies	4.00	4.00
E-mail transcript		0.00
Delivery, Process and Archive		40.00
TOTAL DUE >>>		\$378.90

Thank you for your business!

To pay online visit www.orangelegal.com/payments

Pay via EFT: Seacoast National Bank
 Account Number: 81000022 Routing Number: 067005158

If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Preserving the record is our job, but keeping your documents secure and instantly available is our goal. We require our reporters to take extra steps to ensure your data is kept secure and available when you request it. Due to the cost incurred for these increased measures, we charge a \$20 process and archival fee for all jobs not ordered at the time of the job. Thank you for your understanding.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Thomas P. Callan, Esquire
 The Callan Law Firm, P.A.
 921 Bradshaw Terrace
 Orlando, FL 32806

Job No. : 379594 BU ID : Central FL
 Case No. : 2013-CA-014398-O
 Case Name : Central Florida Expressway vs. Cynthia Henderson and Robert Henderson
 Invoice No. : 398257 Invoice Date : 4/5/2017
Total Due : \$ 378.90

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				

INVOICE



Milestone Reporting Company
P.O. 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Pamela M. Rathbone, Esquire
Callan Law Firm P.A.
921 Bradshaw Terrace
Orlando FL 32806

Invoice No.	Invoice Date	Job No.
114710	2/23/2017	82812
Job Date	Case No.	
2/20/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway Authority vs. Henderson, at all		
Payment Terms		
Net 30		

DEPOSITION OF:

James Hall_ROUGH

353.40

TOTAL DUE >>>

\$353.40

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Pamela M. Rathbone, Esquire
Callan Law Firm P.A.
921 Bradshaw Terrace
Orlando FL 32806

Invoice No. : 114710
Invoice Date : 2/23/2017
Total Due : \$ 353.40

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 82812
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority vs.
Henderson, at all

INVOICE



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P.O. 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Pamela M. Rathbone, Esquire
Callan Law Firm P.A.
921 Bradshaw Terrace
Orlando FL 32806

Invoice No.	Invoice Date	Job No.
114844	2/28/2017	82812
Job Date	Case No.	
2/20/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway Authority vs. Henderson, at all		
Payment Terms		
Net 30		

ORIGINAL AND 1 COPY OF TRANSCRIPT OF:
James Hall_FINAL

1,027.70
TOTAL DUE >>> \$1,027.70

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

Pamela M. Rathbone, Esquire
Callan Law Firm P.A.
921 Bradshaw Terrace
Orlando FL 32806

Invoice No. : 114844
Invoice Date : 2/28/2017
Total Due : \$ 1,027.70

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 82812
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority vs.
Henderson, at all

INVOICE



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Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

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

Invoice No.	Invoice Date	Job No.
114939	3/2/2017	84266
Job Date	Case No.	
2/27/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway Authority v Cynthia Henderson		
Payment Terms		
Net 30		

ROUGH DRAFT OF:

Joshua Harris, Ph. D._ROUGH

268.20

TOTAL DUE >>>

\$268.20

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

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

Job No. : 84266 BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority v Cynthia
Henderson
Invoice No. : 114939 Invoice Date : 3/2/2017
Total Due : \$ 268.20

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____
Email: _____

INVOICE



Milestone Reporting Company
P.O. Box 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

Invoice No.	Invoice Date	Job No.
115046	3/6/2017	84266
Job Date	Case No.	
2/27/2017	2013-CA-014398-0	
Case Name		
Central Florida Expressway Authority v Cynthia Henderson		
Payment Terms		
Net 30		

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

ORIGINAL & ONE COPY OF DEPOSITION OF:	
Joshua Harris, Ph. D._FINAL	1,312.00
TOTAL DUE >>>	\$1,312.00
8:30-4:07 p.m.	
Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.	
(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	\$1,312.00

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

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

Invoice No. : 115046
Invoice Date : 3/6/2017
Total Due : **\$1,312.00**

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 84266
BU ID : MRC
Case No. : 2013-CA-014398-0
Case Name : Central Florida Expressway Authority v
Cynthia Henderson

INVOICE



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P.O. Box 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

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

Invoice No.	Invoice Date	Job No.
115801	4/4/2017	83437
Job Date	Case No.	
2/22/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway Authority vs. Henderson, et al.		
Payment Terms		
Net 30		

ORIGINAL & ONE COPY OF DEPOSITION OF: Joint Hendersons -	368.75
ORIGINAL & ONE COPY OF DEPOSITION OF: Cynthia Henderson -	549.75
ORIGINAL & ONE COPY OF DEPOSITION OF: Robert Henderson -	545.00
TOTAL DUE >>>	\$1,463.50

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

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

Invoice No. : 115801
Invoice Date : 4/4/2017
Total Due : \$ 1,463.50

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 83437
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority vs.
Henderson, et al.

INVOICE



Milestone Reporting Company
P.O. Box 3426
Orlando, Florida 32802
Phone: (407) 423-9900 Toll Free (855) MY-DEPOS

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

Invoice No.	Invoice Date	Job No.
115797	4/4/2017	85077
Job Date	Case No.	
3/13/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway Authority vs. Henderson, et al.		
Payment Terms		
Net 30		

ONE COPY OF DEPOSITION OF:

Richard Dreggors (Continuation)

791.90

TOTAL DUE >>>

\$791.90

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

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

Invoice No. : 115797
Invoice Date : 4/4/2017
Total Due : \$ 791.90

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 85077
BU ID : MRC
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority vs.
Henderson, et al.

INVOICE

Milestone Reporting Company
P.O. Box 3426
Orlando FL 32802
Phone:(407) 423-9900 Toll Free (855) MY-DEPOS
Fax:(407) 841-2779

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

Invoice No.	Invoice Date	Job No.
115968	4/12/2017	85277
Job Date	Case No.	
3/23/2017	2013-CA-014398-O	
Case Name		
Central Florida Expressway Authority v Cynthia Henderson		
Payment Terms		
Net 30		

ONE COPY OF DEPOSITION OF:

Robert Henderson - RC -

164.90

TOTAL DUE >>>

\$164.90

Terms are Net 30 days. Past due amounts may be charged a 12% finance charge after 90 days. Where collection is required, debtor will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Tax ID: 59-1937999

Please detach bottom portion and return with payment.

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

Invoice No. : 115968
Invoice Date : 4/12/2017
Total Due : \$ 164.90

Remit To: **Milestone Reporting Company**
P.O. Box 3426
Orlando FL 32802

Job No. : 85277
BU ID : MRC-OUT
Case No. : 2013-CA-014398-O
Case Name : Central Florida Expressway Authority v
Cynthia Henderson

Attorneys' Title Fund Services, LLC
P.O. Box 628601
Orlando, FL 32862-8601



Invoice

Date: 04/27/2017
Number: 770337332

Thomas P. Callan
921 Bradshaw Terrace

Orlando, FL 32806

Customer Number: 2460600

Order Date: April 24, 2017
Ordered By: Katherine Ewing

For Product Questions: (800)683-0392
Processing Branch: 107

File Number	Transactee	Client's File #	Class/Description	Amount
443748		Henderson	Miscellaneous Search (06)	\$100.00
Total				\$100.00
Total Due				\$100.00

Address Searched: Lake Todd EstatesFL

Legal Searched: N/A

Invoice is due and payable upon receipt. To ensure proper credit, please accompany payments with the invoice to the above address. A charge of \$20.00 or 5% of the check, whichever is greater, will be applied to all returned checks.

Thank you for your business! Visit our website at www.thefund.com

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

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

Petitioner,

CASE NO. 2013-CA-14398-O

Division 39

v.

Parcel: 112 (Parts A & B), 712

CYNTHIA J. HENDERSON and ROBERT S.
HENDERSON, as Trustees under the provisions of a
certain Trust Agreement, dated October 25, 2006, and
known as the Cynthia J. Henderson Revocable Trust, et al.,

Respondents.

SETTLEMENT AGREEMENT AS TO EXPERT FEES AND COSTS

During settlement negotiations, Respondents, CYNTHIA J. HENDERSON and ROBERT S. HENDERSON, as Trustees under the provisions of a certain Trust Agreement, dated October 25, 2006, and known as the Cynthia J. Henderson Revocable Trust, by and through counsel for Respondents, and representative(s) of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to the Trust Account of Respondent's attorney the sum of **ONE HUNDRED EIGHTY-FIVE THOUSAND FIFTY-NINE DOLLARS AND 92/100ths (\$185,059.92)** in full settlement and satisfaction of the following expert witness fees and costs incurred by Respondent in this case, specifically as follows:

EXPERT FEES	INVOICED AMOUNT	SETTLEMENT AMOUNT
Calhoun, Dreggors & Associates	\$67,594.00	\$58,000.00
Vanassee Hangen Brustlin, Inc.	38,977.39	31,200.00
Lakemont Group	25,480.00	21,658.00
MEI Civil	52,135.13	42,205.00
Ovation Construction, Inc.	1,380.00	1,380.00
PSG Construction	5,650.00	5,650.00
Subtotal	\$191,216.52	\$160,093.00
Law Firm Costs	\$25,285.87	\$24,966.92
TOTAL	\$216,502.39	\$185,059.92

EXHIBIT **B**

2. Petitioner and Respondents agree to resolve the only remaining outstanding experts' fees and costs incurred by Respondents herein of Juris Corporation, Inc., in the sum of \$63,142.50; Power Acoustics, Inc., in the sum of \$11,962.50, and DeRango, Best & Associates in the sum of \$6,588.00, through further negotiations or a fee hearing, if necessary. Respondents will seek no further experts' fees or costs in this matter.

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

4. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Order containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.


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

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcels 112 (Parts A & B) and 712, severance damages, business damages, tort damages, interest, statutory attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, exclusive of those experts' fees specifically enumerated in paragraph 2 above and any supplemental attorney's fees that may be incurred in connection with any required fee hearing.

7. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary.

8. This Settlement Agreement, executed by counsel for the parties on this 10th day of January, 2018, contains all the agreements of the parties.


Print Name: Linda Leason
Central Florida Expressway Authority


Print Name: Thomas P. Callan
THOMAS P. CALLAN, ESQ.
CALLAN LAW FIRM
Attorney for Respondents,
CYNTHIA J. HENDERSON and
ROBERT S. HENDERSON, as Trustees under
the provisions of a certain Trust Agreement,
dated October 25, 2006, and known as the
Cynthia J. Henderson Revocable Trust

From: [Linda Lanosa](#)
To: [Katherine Ewing](#); [Tom Callan](#)
Cc: [Logan Opsahl](#); [Mala Iley](#)
Subject: RE: CFX - Henderson Fee (112/712) - Law Firm Costs and Proposed Order in Hatcher (113/713)
Date: Tuesday, January 23, 2018 11:56:02 AM

Thank you. I'll bring it up at the meeting.

From: Katherine Ewing [mailto:Adm@callanlaw.com]
Sent: Tuesday, January 23, 2018 11:49 AM
To: Linda Lanosa <Linda.Lanosa@CFXWay.com>; Tom Callan <tcallan@callanlaw.com>
Cc: Logan Opsahl <ljo@callanlaw.com>; Mala Iley <Mala.Iley@CFXWay.com>
Subject: RE: CFX - Henderson Fee (112/712) - Law Firm Costs and Proposed Order in Hatcher (113/713)

Linda,

Dan said he will accept \$4,250.00

Katherine Ewing
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806
Tel: 407-426-9141
Fax: 407-426-0567

From: Linda Lanosa [mailto:Linda.Lanosa@CFXWay.com]
Sent: Tuesday, January 23, 2018 8:18 AM
To: Katherine Ewing <Adm@callanlaw.com>; Tom Callan <tcallan@callanlaw.com>
Cc: Logan Opsahl <ljo@callanlaw.com>; Mala Iley <Mala.Iley@CFXWay.com>
Subject: RE: CFX - Henderson Fee (112/712) - Law Firm Costs and Proposed Order in Hatcher (113/713)

Katherine,

Would you please ask him if he will accept \$4,250?

Thank you.

Linda

From: Katherine Ewing [mailto:Adm@callanlaw.com]
Sent: Monday, January 22, 2018 4:02 PM
To: Linda Lanosa <Linda.Lanosa@CFXWay.com>; Tom Callan <tcallan@callanlaw.com>
Cc: Logan Opsahl <ljo@callanlaw.com>; Mala Iley <Mala.Iley@CFXWay.com>
Subject: RE: CFX - Henderson Fee (112/712) - Law Firm Costs and Proposed Order in Hatcher (113/713)

EXHIBIT C


CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: January 22, 2018

RE: *Central Florida Expressway Authority v. Ronald Strier, et al.*,
Case No. 2014-CA-003641-O, Project: 429-203, Parcel 218
Owners: Donald and Annette Emery
Location: 3477 and 3449 West Kelly Park Road
Size of Parent Tract: 14.692 acres (whole take); Date of Value: June 16, 2014

PROPERTY DESCRIPTION

Donald and Annette Emery were the owners of Parcel 218, which is located on the north side of West Kelly Park Road, west of Plymouth Sorrento Road, in Apopka. The property had 1,140 feet of frontage on Kelly Park Road and was unimproved. It consisted of 14.692 acres. CFX acquired title to the entire property pursuant to the entry of an Order of Taking and deposit on June 16, 2014.

SUMMARY OF CFX'S APPRAISAL REPORT

Walter Carpenter, MAI, appraised the property for CFX. He concluded that the highest and best use of the property is to hold for future commercial development until economic conditions improve and as dictated by market demand. Based upon the comparable sales approach, Mr. Carpenter estimated the value of Parcel 218 as of June 16, 2014 at \$1.75 per square foot (sf), considering comparable sales ranging from \$1.66 to \$6.48/sf, for a total estimate of value of \$1,120,000 for the property taken.

OWNERS' ESTIMATE OF VALUE

In response, counsel for the property owners transmitted the settlement offer attached as **Exhibit A**. According to the letter, the owners hired Heyward Cantrell, who has not yet prepared a formal appraisal report, but advised the owners that he will value the property at approximately \$10.50/sf for a total of \$6,719,832. As additional backup, the owners' letter describes the land values of a number of neighboring parcels listing the appraiser, the appraised value, and the settlement amount or jury verdict.

In addition to compensation for the property taken, counsel for the property owners noted that CFX's exposure is greater than just the value of the property taken. If one considers statutory attorney's fees at over \$1.1 million, interest at over \$1 million, and the experts' fees for both parties in excess of \$460,000, CFX's potential exposure could be over \$9,620,000.

Project: 429-203, Parcels 218
Owners: Donald and Annette Emery

SUMMARY OF NEGOTIATIONS

After ongoing discussions and additional research, review, and analysis, the parties reached a proposed settlement agreement for an all-inclusive settlement of **\$3,130,000**. One possible breakdown of this all-inclusive settlement is the sum of \$2,720,000 for the land and interest, \$20,000 in expert fees, and statutory attorney's fees of \$390,000. Although the property owners did not provide an appraisal report, the owners' letter summarizes appraisal reports in the area and describes the expected contents of an appraisal report.

REQUESTED ACTION

We respectfully request that the CFX Board approve an all-inclusive settlement in the amount of **\$3,130,000**, resolving all claims for compensation for the taking of Parcel 218, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

The Right of Way Committee recommended approval on January 24, 2017.

ATTACHMENTS

1. Exhibit A – Settlement Offer
2. Exhibit B – Settlement Agreement
3. Exhibit C – Expert Fees and Costs

Reviewed by: Joseph Hassinger

GRAY ROBINSON
ATTORNEYS AT LAW

301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690

BOCA RATON
FORT LAUDERDALE
FORT MYERS
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

407-244-6272
KENT.HIPP@GRAY-ROBINSON.COM

December 8, 2017

**VIA ELECTRONIC MAIL AND
VIA REGULAR MAIL**

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

**COMMUNICATION IN AID OF
SETTLEMENT WITHOUT PREJUDICE**

**Re: CFX vs. Donald R. Emery & Annette M. Emery, et al.
Case No. 2014-CA-003641-O
Wekiva Parkway Project - Parcel No. 218**

Dear David:

In follow-up to my previous conversations with CFX verbally communicating my client's position on this longstanding matter, I want to provide you and your client with everything you need to reasonably resolve this case without further expense to the Authority.

The property that is the subject of this matter is owned by Don and Annette Emery who reside two parcels down from their property that was taken by the Authority. The Emery property consists of 14.69 acres or 640,000 +/- square feet of highly developable property which is 100% uplands. My firm and I were retained by the Emerys in 2011 to represent them on this matter. In June 2014, we provided CFX with a letter conveying and fully explaining a detailed settlement proposal, which CFX did not accept. In the intervening three years since that offer, numerous more favorable settlements and landowner verdicts have been obtained by adjacent owners with a lot of additional valuation information coming to light. Accordingly, please note that all prior settlement offers are void and will not be revisited. A current mutual resolution of this matter can only be based upon all of the facts and circumstances as of this date – which facts and circumstances are detailed below.

Throughout this process the Emerys have worked cooperatively with the Authority, its right-of-way agents, outside valuation consultants, Project Manager and counsel. While they did not want to have their property taken, the Emerys allowed us to stipulate to the taking of their property AND even allowed us to stipulate to the

Authority's request for a whole taking. Their stipulation avoided an extensive partial taking which would have been much more costly from an acquisition (expert fees) standpoint.

CFX's only offer to settle this parcel was for \$1,270,000 in August of 2014. This equates to about \$2 per square foot of land taken and is a mere \$150,000 above the stipulated floor amount of \$1,120,000 contained within the Stipulated Order of Taking.

As time has passed, we have paid careful attention to all of the important nearby OOCEA/CFX acquisitions and how they have been valued in appraisals, settlements, and jury verdicts. Nothing in the area is anywhere near as low as \$2 per square foot and almost all are above \$5/SF as shown on the attached aerial diagram and detailed as follows:

1. JDC PLANTS PROPERTY

The value of the Emery property has been treated and viewed unjustly by CFX. This is very evident when reviewing the appraisal of CFX's appraiser, Walter Carpenter, of the JDC Plants property a few yards southeast of the Emery property. There, Mr. Carpenter valued that similarly sized property at \$3/SF, nearly double the value Mr. Carpenter applied to the Emery property. The settlement of that parcel was even higher, at about \$4.25/SF.

2. KELLY PROPERTY

Immediately to the east of the Emery Property, an Orange County jury awarded the owners of the Kelly property \$5.25/SF for their poorly 'flag' shaped property with virtually no frontage on Kelly Park Road. Walter Carpenter, CFX's appraiser, valued the Emery property at 125% of his value of the Kelly Property because of its superior frontage and shape. If a jury were to treat the Emery property like the jury treated the Kelly Property, CFX would pay \$4,200,000 to the Emerys before statutory interest, attorneys' fees, experts' fees and costs, plus the Authority's own attorney's fees and costs.

3. HORNE PROPERTY

To the southeast, CFX settled the Horne property with my firm for \$5.13/SF for a property with a larger parent tract than the Emery property. (19.1 acres versus 14.7 acres)

4. CHAPMAN ORCHID PROPERTY

Another parcel that went before a jury, the Chapman Orchid property, showed the danger to CFX of trying these cases. In that case, the jury awarded **\$16/SF** for the land – adopting the per square foot value testified to by the owner's appraiser, Mr. Heyward Cantrell.

Also notable from the Chapman Orchid case is the amount of expert fees voluntarily paid by CFX in order to avoid a fee hearing. Owner's Counsel presented invoices from their experts in the amount of \$206,113.83 of which CFX's outside counsel recommended a settlement in the amount of \$192,300 "primarily because Respondent's [appraisal, engineering, land planning, and fixture appraisal] costs are less than CFX's" which totaled approximately \$170,000, \$47,000, \$31,000, and \$8,000 respectively. This means the total amount CFX paid its own experts is no less than \$256,000 and the total amount CFX paid all experts in the Chapman case was at least \$462,113.83.

5. PROJECT ORLANDO

To the immediate south of the Emery parcel, CFX's own appraiser valued the Project Orlando Property at \$5/SF while Project Orlando's appraiser valued that much larger parcel at \$7.90/SF. CFX recently settled the Project Orlando matter for a land value between \$5.90/SF and \$6.50/SF (depending on your view of the settlement) for a much larger taking and parent tract.

To date, we have kept expert costs low (less than \$25,000) in order to give CFX the opportunity to resolve this matter without a re-occurrence of what happened in these other cases where extensive experts' fees and costs were expended by both the property owners and CFX – all of which were paid for by CFX. However, if we are unable to reach a settlement in the near future, we will need to move forward with Mr. Cantrell's appraisal of the Emery property.

Based upon all of his prior work in the immediate area, Mr. Cantrell has advised that his value for the Emery Property would be approximately \$10.50/SF. This would mean the jury would hear, and could award, \$6,719,832 before statutory interest, attorneys' fees, expert's fees and costs. With interest owed from August 2014 through trial in December 2018, a jury verdict in this amount would bring with it over \$1,250,000 in interest. Adding in the \$460,000 in expert costs expended to try Chapman Orchids, CFX's "worst day" exposure therefore is in excess of **\$9,620,000** when all the interest, fees, and costs are factored in.

As a reasonable compromise between CFX's current position of \$1,120,000 and the Owners' current position of \$6,719,832, our client has authorized us to make an offer to resolve this matter for **\$4,160,000 to the Emerys** (i.e. exclusive of fees and costs). This is an exceptionally reasonable number in light of the facts outlined above. The expert costs and statutory attorney's fees would be the only additional amounts CFX would pay. Under this settlement scenario the owners are essentially waiving entitlement to over \$1,250,000 in prejudgment interest the CFX would owe if a jury verdict of \$6.50/PSF were decided.

GRAYROBINSON
PROFESSIONAL ASSOCIATION

Please let me know if you wish to resolve this case at this point or if we need to go forward to mediation and trial. Mr. Cantrell has advised that he should be able to provide us with a complete appraisal report within approximately ninety (90) days of when we request it from him. I will look forward to hearing from you.

Very truly yours,



Kent L. Hipp

Enclosures: Map of properties with Appraisal Values, Settlements and Verdicts

Cc: Donald R. Emery and Annette M. Emery
Nick Dancaescu, Esquire
Linda Lanosa, Esquire

GRAYROBINSON
PROFESSIONAL ASSOCIATION

Parcel No.: 218
 Owner: Emery
 Parent Tract: 14.69 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$1.75/SF
 Owner Appraiser: Cantrell
 Price Per SF: @ \$10.50/SF

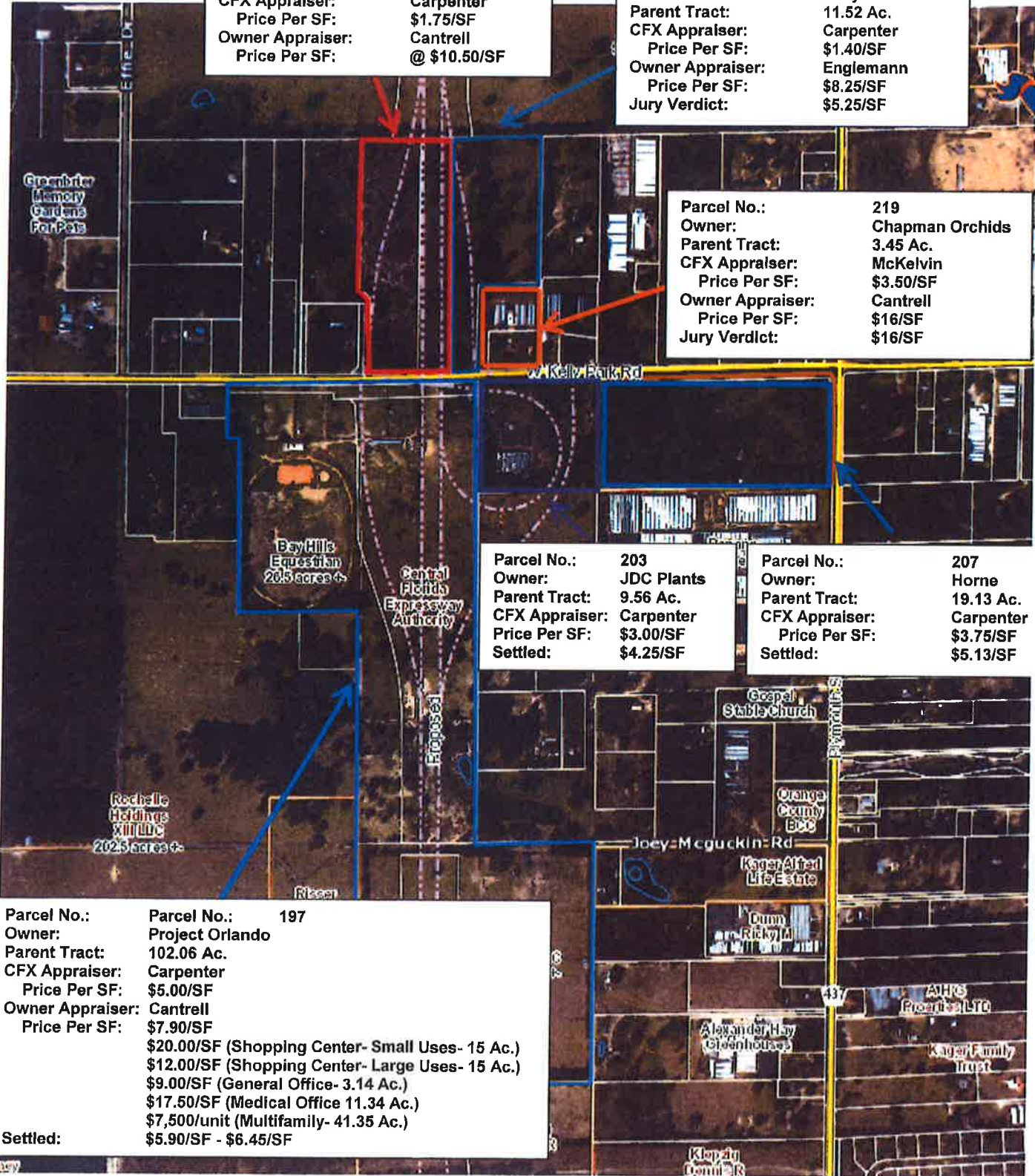
Parcel No.: 221
 Owner: Kelly
 Parent Tract: 11.52 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$1.40/SF
 Owner Appraiser: Englemann
 Price Per SF: \$8.25/SF
 Jury Verdict: \$5.25/SF

Parcel No.: 219
 Owner: Chapman Orchids
 Parent Tract: 3.45 Ac.
 CFX Appraiser: McKelvin
 Price Per SF: \$3.50/SF
 Owner Appraiser: Cantrell
 Price Per SF: \$16/SF
 Jury Verdict: \$16/SF

Parcel No.: 203
 Owner: JDC Plants
 Parent Tract: 9.56 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$3.00/SF
 Settled: \$4.25/SF

Parcel No.: 207
 Owner: Horne
 Parent Tract: 19.13 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$3.75/SF
 Settled: \$5.13/SF

Parcel No.: 197
 Owner: Project Orlando
 Parent Tract: 102.06 Ac.
 CFX Appraiser: Carpenter
 Price Per SF: \$5.00/SF
 Owner Appraiser: Cantrell
 Price Per SF: \$7.90/SF
 \$20.00/SF (Shopping Center- Small Uses- 15 Ac.)
 \$12.00/SF (Shopping Center- Large Uses- 15 Ac.)
 \$9.00/SF (General Office- 3.14 Ac.)
 \$17.50/SF (Medical Office 11.34 Ac.)
 \$7,500/unit (Multifamily- 41.35 Ac.)
 Settled: \$5.90/SF - \$6.45/SF



EMERY PROPERTY—WEKIVA PARKWAY DIFFERENCES¹

Parcel No.: 218 – Fee Taking (Whole Take)
Area of Taking: 14.692 Acres (639,984 SF)
Date of Value: June 16, 2014

OOCEA

EMERY

[Appraiser Carpenter]

[Appraiser Cantrell]

LAND

\$ 1,120,000

\$ 6,719,832

[639,984 SF X \$1.75/SF] [639,984 X \$10.50/SF]

INTEREST

\$ 0

\$ 1,250,017+/-

TOTAL

\$ 1,120,000³

\$ 7,969,849

OFFERS

\$ 1,270,000

1. Exclusive of Attorney's Fees, Experts' Fees and Costs.
2. Interest at statutory rate from June 16, 2014 date of value through December 3, 2018 date of trial.
3. Stipulated floor contained in the Order of Taking.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, CASE NO: 2014-CA-003641-O
body politic and corporate, and an agency of the state
under the laws of the State of Florida, Subdivision 39

Petitioner,

vs.

ROBERT STRIER and ADIS STRIER; ;

DONALD R. EMERY and ANNETTE M. EMERY, Parcel 218
husband and wife; OCTC — 2011 LLC, a Florida
limited liability company; CAP ONE AS COLL
ASSN RMCTL2013; ;

and SCOTT RANDOLPH, ORANGE COUNTY
TAX COLLECTOR, et al.,

Respondent(s).

SETTLEMENT AGREEMENT

As a result of ongoing settlement discussions, Respondents, DONALD R. EMERY and ANNETTE M. EMERY, husband and wife, and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, DONALD R. EMERY and ANNETTE M. EMERY, husband and wife, (referred to as "Respondents") the sum of THREE MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS (\$3,130,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 218, including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, and costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of ONE MILLION ONE HUNDRED TWENTY THOUSAND DOLLARS (\$1,120,000). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of TWO MILLION TEN THOUSAND DOLLARS (\$2,010,000), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

EXHIBIT B

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

3. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

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

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

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 218, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim. Respondents represent that there are no apportionment claims.

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*.

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 parties and their counsel on this 11th day of January 2018, contains all the agreements of the parties.

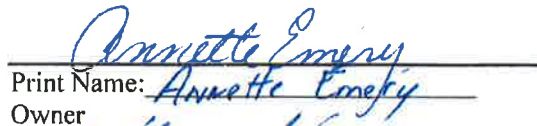


Print Name: Linda Blanton
Central Florida Expressway Authority




Print Name: Donald R. Emery
Owner

Print Name: _____
Counsel for CFX



Print Name: Annette Emery
Owner

Print Name: —
Mediator



Print Name: Kent L. Hipp
Attorney for Owner

**Experts' Fees and Costs
Emery**

Cantrell Real Estate, Inc.	\$ 5,201.01
Calhoun Dreggors & Associates, Inc.	\$20,705.00
VHB	<u>\$ 3,759.22</u>
Total	\$29,665.23

GR Costs

Phipps Court Reporting	
Deposition Transcript of Deborah Poindexter	\$ 220.10
Deposition Transcript of Deborah Keeter	\$ 135.80
Deposition Transcript of Harry Collison	<u>\$ 157.10</u>
Total	\$ 513.00
 Grand Total	 \$30,178.23

CANTRELL RAY REAL ESTATE, LLC

REAL ESTATE APPRAISALS AND CONSULTING



Heyward M. Cantrell, MAI
Matthew P. Ray, MAI

Sarah F. Pinkepank
Rikke L. Mihos

January 18, 2018

Mr. Kent Hipp
Gray-Robinson P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

Re: Appraisal of the Emery Property, Parcel 218, Apopka, Orange County, Florida
Eminent Domain

Dear Mr. Hipp:

Please find enclosed our invoice for appraisal services rendered through January 18, 2018 under our agreement for the above-captioned case.

Sincerely,

Heyward M. Cantrell, MAI
State Certified General Appraiser
License No. RZ 1051

CANTRELL RAY REAL ESTATE, LLC

REAL ESTATE APPRAISALS AND CONSULTING



Heyward M. Cantrell, MAI
Matthew P. Ray, MAI

Sarah F. Pinkepank
Rikke L. Mihos

INVOICE

FEDERAL TAX I.D. #47-4209434

January 18, 2018

Mr. Kent Hipp
Gray-Robinson P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

Re: Appraisal of the Emery Property, Parcel 218, Apopka, Orange County, Florida
Eminent Domain

CRRE NO: 5462

Time for Heyward M. Cantrell, MAI

<u>Notes</u>	<u>Time</u>
Telephone discussion with Kent Hipp regarding Emery Property	1.00 hrs.
Inspection of subject property, comparable sales properties and surrounding neighborhood of subject property for recent changes	3.75 hrs.
Review of Carpenter appraisal dated January 20, 2014	2.00 hrs.
Review of Carpenter updated appraisal dated May 19, 2014	1.65 hrs.
Review of McIntosh report	1.25 hrs.
Review of market data contained within the files of Cantrell Ray Real Estate in connection with appraisals of Project Orlando and Charles Chapman properties.	2.00 hrs.
Analysis of market data including identification of highest and best use and preliminary value range of \$10.50 psf to +/- \$11.00 psf	2.75 hrs.
Telephone discussions with Kent Hipp regarding market data and analysis	0.60 hrs.
TOTAL TIME	15.00 hrs.
	x \$335 per hour
TOTAL AMOUNT DUE FOR SERVICES OF HEYWARD M. CANTRELL, MAI	\$ 5,026.01
Plus Miscellaneous Out-Of-Pocket and Travel Expenses	\$ 175.00
TOTAL AMOUNT DUE	\$ 5,201.01

TOTAL AMOUNT DUE: \$ 5,201.01

PLEASE MAKE CHECKS PAYABLE TO CANTRELL RAY REAL ESTATE, LLC

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

February 15, 2017

Kent L. Hipp, Esq.
c/o GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

RE: **Owner:** Emery
Parcel No.: 218
Project: Wekiva Parkway
County: Orange

INVOICE

Review O/OCEA reports; meetings with owner's representative; sales research/ analysis; update sales research; inspect sales; meetings with experts and owner's representative; review impacts of the taking; conferences with owner's representative, conference with owner, analysis of preliminary values for the taking, review appraisal of adjacent parcel.

Eaton:	29.75 Hrs. x \$150/Hr. =	\$ 4,462
Abrams Schmidt:	22.50 Hrs. x \$175/Hr. =	3,937
Dreggors:	44.75 Hrs. x \$275/Hr. =	<u>12,306</u>
Total		\$20,705

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	EMERY	KEVIN EATON
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	218	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/04/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE; WORKED ON MAP OF VALUES AND SPREADSHEET; ANALYZED ISSUES OF HIGHEST AND BEST USE.	1.25
03/26/14	LAND SALES RESEARCH AND REVIEW/ANALYSIS.	7.25
03/27/14	UPDATE OUR SALES RESEARCH AND REVIEW WITH RICK.	6.25
05/30/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE.	2.75
06/18/14	PREPARATION OF MAPS AND DIAGRAMS FOR CFX VALUES IN THE AREA.	6.25
08/01/14	UPDATE SALES RESEARCH FOR SALES IN THE AREA.	<u>6.00</u>
	TOTAL HOURS	29.75

OWNER	EMERY	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	218	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/04/16	WORK ON EXHIBITS FOR OWNER'S REPRESENTATIVE; ANALYSIS OF SURROUNDING PROPERTIES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; MEETING WITH RICK.	4.50
06/27/16	MEETING WITH RICK TO DISCUSS UPDATED SALES ANALYSIS; RESEARCH/ANALYSIS OF SALES.	1.25
06/28/16	SALES RESEARCH/ANALYSIS.	2.50
06/29/16	MEETING WITH RICK TO DISCUSS SALES; SALES RESEARCH/ANALYSIS.	4.00
07/06/16	UPDATE SALES ANALYSIS.	1.25
07/15/16	ANALYSIS OF SALES; CALL WITH OWNER'S REPRESENTATIVE.	1.75
07/18/16	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	2.00
08/11/16	PREPARE FOR MEETING; MEETING WITH OWNERS AND THEIR REPRESENTATIVE.	3.25
08/12/16	ANALYSIS OF ADJACENT PARCEL VALUES; UPDATE SURVEY EXHIBITS.	<u>2.00</u>
	TOTAL HOURS	22.50

OWNER	EMERY	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	218	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/13/13	REVIEW ANNEXATION INFORMATION FOR LAND IN THE AREA; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.50
03/03/14	REVIEW O/OCEA REPORTS FOR THE SUBJECT AND COMPARE TO NEARBY PARCELS.	1.50
03/04/14	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES.	1.50
03/27/14	REVIEW UPDATED SALES RESEARCH AND MEET WITH ASSOCIATE TO REVIEW.	2.50
04/22/14	REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.50
04/23/14	ANALYSIS OF SCOPE OF WORK; PREPARE FOR AND MEET WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING.	1.00
05/29/14	CONFERENCE WITH OWNER'S REPRESENTATIVE; PREPARE FOR MEETING.	0.25
05/30/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW OUR ANALYSIS; CONFERENCE WITH THE OWNER.	1.00
06/13/14	REVIEW UPDATED CFX APPRAISALS.	1.75
08/04/14	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW CFX OFFER.	0.75
08/08/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUES OF NEARBY PARCELS.	0.50
08/15/14	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES; UPDATE LAND SALES RESEARCH.	2.50
10/22/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	1.00
08/07/15	REVIEW CFX APPRAISAL AND DEPOSITIONS OF NEARBY PARCELS AND APPLICABILITY TO THE SUBJECT PARCEL.	4.50

OWNER **EMERY**
PROJECT **WEKIVA PARKWAY**
PARCEL(S) **218**
COUNTY **ORANGE**

RICHARD C. DREGGORS, GAA

DATE	TYPE OF SERVICE	HOURS
08/09/15	REVIEW OWNER'S APPRAISAL AND DEPOSITIONS OF PARCELS BY THE SUBJECT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW THESE REPORTS AND DEPOSITIONS.	4.25
12/02/15	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW SALES AND SETTLEMENTS/VERDICTS OF NEARBY PARCELS AND DISCUSS RELEVANCE TO THE EMERY PARCEL.	1.50
04/04/16	REVIEW DATA WITH ASSOCIATE; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
06/08/16	REVIEW HEARING TRANSCRIPT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
06/23/16	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE; ASSIST WITH LAND SALES RESEARCH.	4.75
06/27/16	MEETING WITH ASSOCIATE TO REVIEW LAND SALES.	0.75
06/29/16	ASSIST WITH LAND SALES RESEARCH; MEETING WITH ASSOCIATE TO REVIEW; ANALYSIS OF SALES.	4.25
06/30/16	REVIEW LAND SALES AND SUMMARY OF CHARTS.	1.00
07/05/16	REVIEW APPRAISAL OF ADJACENT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
07/18/16	PREPARE FOR MEETING WITH EXPERTS TO REVIEW LAND VALUE MATTERS.	2.00
08/11/16	PREPARE FOR AND MEET WITH OWNERS TO REVIEW VALUATION OF THEIR PROPERTY.	2.25
12/08/16	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING NEARBY PARCELS AND VALUES.	<u>0.50</u>
	TOTAL HOURS	44.75



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471
 617.924.1770 F 617.924.2286

Kent Hipp, Esq.
 Gray Robinson
 301 E. Pine Street, Suite 1400
 Orlando, FL 32801

Invoice No: <Draft>
 January 15, 2018
 VHB Project No: 62870.00

Invoice Total \$3,759.22

Professional Planning Services for Emery Case
Professional Services Thru February 28, 2017
Professional Personnel

	Hours	Rate	Amount	
Principal 1	4.00	250.00	1,000.00	
Technical/Professional 06	2.00	125.00	250.00	
Technical/Professional 05	19.50	125.00	2,437.50	
Totals	25.50		3,687.50	
Total Labor				3,687.50

Reimbursable Expenses

Printing			71.72	
Total Reimbursables			71.72	71.72
			Total this Invoice	<u>\$3,759.22</u>

Billings to Date

	Current	Prior	Total
Labor	3,687.50	0.00	3,687.50
Expense	71.72	0.00	71.72
Totals	3,759.22	0.00	3,759.22

Billing Period thru 02/28/17
Project No. 62870.00
Project Title: Planning Services for Emery Case

Employee	Date	Time (in hours)	Description
Hall	12/07/16	2.00	Kickoff mtg
	01/05/17	1.00	DPA review with Shannon
	01/09/17	1.00	DPA review with Shannon
		4.00	
			File and upload Executed Master Agreement and Client Email Authorization for Emery Case and set up in BT.
Jackowski	12/08/16	2.00	Prepare Invoice Desc. of Services (DOS) on Final Invoice.
Shannon	12/08/16	4.00	Contract and series of GIS maps DPA - creation of GIS map exhibits; Pre-condemnation and Post-condemnation map exhibits; draft of DPA with traffic counts and land use description, property appraiser
	12/20/16	7.00	research
	12/21/16	3.00	Edits to DPA
	12/27/16	1.00	Edits to GIS Maps
	01/05/17	2.00	Review and edit of DPA after internal review with Jim Hall
	01/09/17	1.00	Review of Draft DPA with Jim; edits
	02/28/17	1.50	Received new City of Apopka Zoning Map and FLUM (December 2016); revised GIS Maps
		19.50	
	TOTAL	25.50	



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

Project Number: 62870.00

Period: 201613

Date	Location	Job Type	User	Total
12/22/2016	Orlando FL	BW Laser Printing	katieshannon	\$1.28
12/21/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$21.30
12/22/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$13.85
			Total	\$36.43



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

Project Number: 62870.00

Period: 201701

Date	Location	Job Type	User	Total
12/29/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$5.34
1/5/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$23.43
			Total	\$28.77

INVOICE

Phipps Reporting

100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394

TEL: 888-811-3408 FAX: 561-290-1595
billing@phippsreporting.com • www.phippsreporting.com

Invoice No.	Invoice Date	Job No.
19598	6/30/2014	11980
Job Date	Case No.	
6/23/2014	2014-CA-3592-0	
Case Name		
Orlando-Orange County Expressway vs. Kenneth Grimm		
Payment Terms		
Due upon receipt		

RECEIVED

JUL 18 2014

Kent Hipp

Kent L. Hipp
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

DEPOSITION TRANSCRIPT OF:

Deborah Poindexter

E-Litigation Package

Shipping and Handling

54.00 Pages @ 3.15 170.10

35.00 35.00

15.00 15.00

TOTAL DUE >>>

\$220.10

We appreciate the opportunity to have been of service to you. We hope you are pleased with the quality of service you have received.

Payment is not contingent upon client reimbursement. Accounts not paid in full within 30 days accrue interest at the rate of 1.5% per month. If an attorney is engaged to collect any unpaid amount you are responsible for the attorney's fees and all costs of collection. Any litigation to collect past due accounts shall be in Palm Beach County, Florida.

Tax ID: 90-0628164

Phone: 407-843-8880 Fax: 407-244-5690

Please detach bottom portion and return with payment.

Kent L. Hipp
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

Invoice No. : 19598
Invoice Date : 6/30/2014
Total Due : \$ 220.10

Remit To: **Phipps Reporting, Inc.**
100 S.E. Third Avenue
Suite 2200
Fort Lauderdale, FL 33394

Job No. : 11980
BU ID : 2-Central
Case No. : 2014-CA-3592-0
Case Name : Orlando-Orange County Expressway vs.
Kenneth Grimm

INVOICE

Phipps Reporting

100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394

TEL: 888-811-3408 FAX: 561-290-1595
billing@phipp reporting.com • www.phipp reporting.com

Invoice No.	Invoice Date	Job No.
19498	7/9/2014	11981
Job Date	Case No.	
6/24/2014	2014-CA-3592-0	
Case Name		
Orlando-Orange County Expressway vs. Kenneth Grimm		
Payment Terms		
Due upon receipt		

RECEIVED

JUL 15 2014

Kent Hipp

Kent L. Hipp
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

DEPOSITION TRANSCRIPT OF:					
Deborah Keeter	32.00	Pages	@	3.15	100.80
E-Litigation Package				35.00	35.00
DEPOSITION TRANSCRIPT OF:					
Harry Collison	34.00	Pages	@	3.15	107.10
E-Litigation Package				35.00	35.00
Shipping and Handling				15.00	15.00
TOTAL DUE >>>					\$292.90

We appreciate the opportunity to have been of service to you. We hope you are pleased with the quality of service you have received.

Payment is not contingent upon client reimbursement. Accounts not paid in full within 30 days accrue interest at the rate of 1.5% per month. If an attorney is engaged to collect any unpaid amount you are responsible for the attorney's fees and all costs of collection. Any litigation to collect past due accounts shall be in Palm Beach County, Florida.

Tax ID: 90-0628164

Phone: 407-843-8880 Fax: 407-244-5690

Please detach bottom portion and return with payment.

Kent L. Hipp
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

Invoice No. : 19498
Invoice Date : 7/9/2014
Total Due : \$ 292.90

Remit To: **Phipps Reporting, Inc.**
100 S.E. Third Avenue
Suite 2200
Fort Lauderdale, FL 33394

Job No. : 11981
BU ID : 2-Central
Case No. : 2014-CA-3592-0
Case Name : Orlando-Orange County Expressway vs. Kenneth Grimm

CONSENT AGENDA ITEM

#18



M E M O R A N D U M

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0146
Board Members

CC: Linda Brehmer Lanosa, Esq., Deputy General Counsel
David Shontz, Esq., Right of Way Counsel

FROM: Suzanne M. Driscoll, Esq., Right-of-Way Counsel *[Signature]*

DATE: January 19, 2018

RE: **State Road 429 Wekiva Parkway, Project 429-204, Parcel 250**
Recommendation for Settlement

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for the settlement of the supplemental attorneys' fees and costs incurred by the tenant Respondent, Rene's Greenhouse ("Respondent"), in the above referenced matter.

BACKGROUND

The above referenced Respondent was a tenant operating a nursery business on the subject property and, accordingly, was named as a Respondent in the lawsuit. The Respondent retained Counsel, Tom Callan, Esquire, to represent its interests in the proceedings. That representation included filing an Answer to the Petition and various motions including a Motion for Extended Possession and one for an apportionment of the proceeds awarded for the taking of Parcel 250. Ultimately, the Respondent accepted a fixed payment in lieu of move costs and relinquished its claim to an apportionment of the award paid for the acquisition of the parcel. Subsequently, Counsel for Respondent, submitted to Counsel for CFX a detailed statement for his legal services. A copy of the invoice from Callan Law Firm, P.A. is attached as Exhibit "A" to this Memorandum. Respondent incurred no expert's fees or other costs.

The invoice from Callan Law Firm, P.A. details 24.90 hours of time devoted to the defense of the Respondent in this matter for a total of \$10,264.50. Based upon the basic and uncomplicated nature of the work detailed, it is the opinion of the Right of Way Counsel that the time is excessive and the work could easily have been completed in 8 hours or less. Following

negotiations, the parties were able to reach a settlement in the amount of \$2,000 for all of Respondent's attorney's fees and costs.

Right-of-Way counsel requests the CFX Board approve the settlement in the amount of \$2,000 in full settlement of all Respondent's attorney's fees and costs. This settlement resolves all claims of any nature of the Respondent. The Right of Way Committee recommended the settlement at its January 24, 2018 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the settlement of all the outstanding attorney's fees and costs for the above referenced Respondent in the amount of \$2,000.00.

ATTACHMENTS

Exhibit "A" – Callan Law Firm, PA, invoice

Reviewed by: Joseph Hassiatore

EXHIBIT "A"

Callan Law Firm, P.A.

921 Bradshaw Terrace
Orlando, FL 32806

Ph:407-426-9141

Fax:407-426-0567

Rene Lozano
P.O. Box 268
Zellwood, Florida
32798 **use this address when mailing correspondence**

October 27, 2017

Attention:

File #: Lozano-1007
Inv #: 1870

RE:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-06-15	Reviewed Complaint of Eminent Domain	0.50	212.50	TPC
	Reviewed Declaration of Taking and Estimate of Value	0.50	212.50	TPC
Mar-09-15	Reviewed Notice of Lis Pendens	0.50	212.50	TPC
Mar-10-15	Reviewed Order Regulating Service of Pleadings and Papers	0.30	127.50	TPC
Mar-25-15	Reviewed Answer to Petition in Eminent Domain	0.50	212.50	TPC
	Reviewed Motion for Apportionment and Disbursement of Funds	0.50	212.50	TPC
	Reviewed Cross-Notice of Hearing	0.30	127.50	TPC
Mar-26-15	Reviewed Motion for Payment of Taxes, and Cross-Notice of Hearing.	0.50	212.50	TPC
Apr-10-15	Drafted and efiled Respondent's Answer to Petition, Defenses and Request for Hearing	1.50	637.50	TPC
	Drafted and efiled Respondent's Motion for Extended Right of Possession	1.00	425.00	TPC
Apr-15-15	spoke with D Shontz RE stipulating to extended possession	0.20	33.00	BSG

May-05-15	Review Affidavit of Service- Rene's Greenhouse	0.30	127.50	TPC
May-08-15	Review Petitioner's Notice of Service of Stip OT as to Parcel 250	0.30	127.50	TPC
	Reviewed Order of Taking	0.30	127.50	TPC
May-20-15	TPC visit to property with client	2.00	850.00	TPC
Jul-08-15	TPC visit to property with client	2.00	850.00	TPC
Jul-13-15	staff meeting	0.20	33.00	BSG
Sep-28-15	TPC visit to property with client	2.00	850.00	TPC
Nov-30-15	TPC visit to property with client	2.00	850.00	TPC
Oct-03-16	Reviewed Petitioner's Notice for Jury Trial and Request for Case Management Conference	0.50	212.50	TPC
Oct-25-16	Reviewed Order Setting Status Hearing to Determine Date of Trial and/or Need for Case Management Conference	0.30	127.50	TPC
Nov-03-16	Reviewed Order Setting Case for Jury Trial, Pre-Trial Conference and Setting Case Management deadlines for Eminent Domain Case	0.50	212.50	TPC
Jan-18-17	Conference call with Linda Lanosa and David Shontz	0.50	212.50	TPC
Mar-10-17	Reviewed Final Judgment by Default Entered against Respondent	0.30	127.50	TPC
May-15-17	Reviewed Amendment to Uniform Order Setting Case for Jury Trial Parcel 250	0.30	135.00	TPC
May-18-17	Joint Motion for Stipulated Final Judgment	1.00	450.00	TPC
Jun-14-17	Drafted response to Request for Relief	4.20	1,890.00	TPC
	Drafted Motion to Tax Fees and Costs and Drafted apportionment motion	1.40	231.00	PLR

Invoice #: 1870

Page 3

October 27, 2017

Jul-20-17	TC with s. Driscoll re Motion for Apportionment and Fees and Costs	0.50	225.00	TPC
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Totals		24.90	\$10,264.50	
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Total Fee & Disbursements				\$10,264.50
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Balance Now Due				\$10,264.50
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TAX ID Number 59-3482560


CONSENT AGENDA ITEM

#19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: January 18, 2018



RE: Approval of Contract Renewal with Precision Contracting Services, Inc.
for Maintenance of Fiber Optic Network Infrastructure
Contract No. 000990

Board approval is requested for the second renewal of the referenced contract with Precision Contracting Services, Inc. in the amount of \$125,000.00 for a one year period beginning April 1, 2018 and ending March 31, 2019. The original contract was three years with two one-year renewals.

Original Contract Amount	\$724,590.00
First Renewal	\$125,000.00
Second Renewal	<u>\$125,000.00</u>
Total	\$974,590.00

The service to be provided by Precision Contracting Services, Inc., under this renewal is to perform Maintenance of Fiber Optic Network Infrastructure for CFX.

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

Reviewed by: 
Bryan Homayouni, PE
Manager of Traffic Operations 

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 000990**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of February 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Precision Contracting Services, Inc., hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated February 26, 2014, with a Notice to Proceed date of April 1, 2014, whereby CFX retained Contractor to perform Maintenance of Fiber Optic Network Infrastructure; and

WHEREAS, pursuant to Section 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 the second renewal of said Original Agreement beginning the 1st day of April 2018, and ending the 31st day of March 2019 at a cost of \$125,000.00 which amount restate the amount of the Original Contract Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending March 31, 2018, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending March 31, 2018.

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

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

PRECISION CONTRACTING SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000990**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of January 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Precision Contracting Services, Inc., hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated February 26, 2014, with a Notice to Proceed date of April 1, 2014, whereby CFX retained Contractor to perform Maintenance of Fiber Optic Network Infrastructure; and

WHEREAS, pursuant to Section 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 the first renewal of said Original Agreement beginning the 1st day of April 2017, and ending the 31st day of ~~April~~ MARCH 2018 at a cost of \$125,000.00 which amount restate the amount of the Original Contract Agreement. S.R.

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

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

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

PRECISION CONTRACTING SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Cindy Boyd
Authorized Signature

BY: [Signature]
Director of Procurement

Print Name: Cindy Boyd
Title: President

ATTEST: Karen A. Ricketson
Secretary or Notary


If individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

[Signature]
General Counsel for CFX

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
PRECISION CONTRACTING SERVICES, INC.**

**MAINTENANCE OF FIBER OPTIC NETWORK
INFRASTRUCTURE
CONTRACT NO. 000990**

**CONTRACT DATE: FEBRUARY 26, 2014
CONTRACT AMOUNT: \$724,590.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDUM, TECHNICAL PROPOSAL,
PRICE PROPOSAL, PERFORMANCE AND PAYMENT
BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDUM, TECHNICAL PROPOSAL, PRICE PROPOSAL, PERFORMANCE
AND PAYMENT BOND, AND FORMS
FOR
MAINTENANCE OF FIBER OPTIC NETWORK INFRASTRUCTURE**

CONTRACT NO. 000990

FEBRUARY 2014

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**

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CONTRACT

This Contract No. 000990 (the "Contract" as defined herein below), is made this 26th day of February, 2014, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PRECISION CONTRACTING SERVICES, INC., 15834 Guild Court, Jupiter, Florida 33478, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform Maintenance of Fiber Optic Network Infrastructure under Contract No. 000990, and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about August 17, 2013, the AUTHORITY issued an Invitation to Bid seeking 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; and,

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

1. SERVICES TO BE PROVIDED

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

The services to be provided under this Contract include providing Maintenance of Fiber Optic Network Infrastructure 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 Scope of Services and Method of Compensation, and
- 1.2 The Bid Form submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years beginning on January 1, 2014, and ending on December 31, 2016. There shall be two (2) renewal options of one (1) year each. The options shall go into effect at the written authorization of the AUTHORITY, given 60 days in advance of the expiration of the then-current Contract term. The Contract shall be subject to an annual review by the AUTHORITY.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 60 days notice for convenience or 30 days notice for cause. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default,

the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

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

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

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

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

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

3. COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$724,590.00.

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 three (3) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY at the AUTHORITY's request regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

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

6.1 Comprehensive General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and

Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

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

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

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

6.5 **Performance and Payment Bond:** The CONTRACTOR shall furnish to the AUTHORITY, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by the AUTHORITY. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to the AUTHORITY. The surety agent's name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

In the event that the surety executing the bond (although acceptable to the AUTHORITY at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the AUTHORITY's initial approval of the company, then the AUTHORITY may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the AUTHORITY. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by the AUTHORITY.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

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

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

7.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR,

AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 With respect to any employees of CONTRACTOR directly providing work to AUTHORITY, CONTRACTOR shall not make any requirement of any such employee, or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for AUTHORITY's toll operations and management services.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Fiber Optic Lead Technician and Network Engineer (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of AUTHORITY, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom AUTHORITY considers unsuitable for such work.

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY 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), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its

officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

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

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of

AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

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

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONTRACTOR Property or any license granted to AUTHORITY for use of the CONTRACTOR Intellectual Property rights; **AND**

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

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

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

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONTRACTOR, or a third party; or

12.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

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

17. SUBLETTING AND ASSIGNMENT

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

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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

18. DISPUTES

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

19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted

claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

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

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

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall structure its relationship with its employees such that the employees may be assigned, reassigned, or transferred from one toll collection plaza to another by CONTRACTOR, upon written direction or request of AUTHORITY.

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

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance

with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. SURVIVAL OF EXPIRATION OR TERMINATION

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

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

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

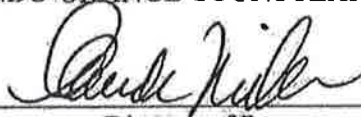
26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and


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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first written above. This Contract was awarded by the Authority's Board of Directors at its meeting on February 26, 2014.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PRECISION CONTRACTING SERVICES, INC.

By: 

Print Name: Cindy Boyd

President
Title

ATTEST:  (Seal)

Approved as to form and execution, only.



General Counsel for the AUTHORITY

**CONSENT AGENDA ITEM
#20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement


DATE: January 18, 2018

RE: Authorization to Advertise for Proposals
for Payment Card Industry (PCI) Compliance Audit
Contract No. 001390

Board authorization is requested to advertise for Request for Proposals from qualified firms to perform high-level Payment Card Industry (PCI) Compliance Audit. The current five year contract with Protiviti, Inc., expires on July 17, 2018, and there are no further renewal options.

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

Reviewed by: 
Jim Greer
Director of IT



E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: January 25, 2018 

RE: December 2017 Financial Reports

Attached please find the December 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 DECEMBER 31, 2017 AND YEAR-TO-DATE**

	<u>FY 18 MONTH ACTUAL</u>	<u>FY 18 MONTH BUDGET</u>	<u>FY 18 YEAR-TO-DATE ACTUAL</u>	<u>FY 18 YEAR-TO-DATE BUDGET</u>	<u>FY 18 YEAR-TO-DATE VARIANCE</u>	<u>FY 18 YEAR-TO-DATE % VARIANCE</u>	<u>FY 17 - 18 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS	\$ 37,826,753	\$ 35,814,048	\$ 204,715,982	\$ 208,969,308	\$ (4,253,326)	-2.0%	1.2%
FEES COLLECTED VIA UTM/UTC'S AND PBP'S	631,533	470,945	3,354,621	2,649,331	705,290	26.6%	16.0%
TRANSPONDER SALES	23,542	20,439	136,641	105,742	30,899	29.2%	25.9%
OTHER OPERATING	113,341	105,394	612,928	542,192	70,737	13.0%	2.7%
INTEREST	275,904	339,126	1,829,469	1,616,208	213,262	13.2%	-20.9%
MISCELLANEOUS	87,064	84,100	521,883	504,598	17,285	3.4%	0.4%
TOTAL REVENUES	38,958,136	36,834,052	211,171,525	214,387,379	(3,215,854)	-1.5%	1.2%
O M & A EXPENSES							
OPERATIONS	3,544,094	5,337,262	20,092,322	24,391,047	4,298,725	17.6%	10.6%
MAINTENANCE	1,308,988	1,165,013	5,663,593	7,013,651	1,350,058	19.2%	2.8%
ADMINISTRATION	776,857	731,405	3,417,653	3,917,233	499,580	12.8%	9.2%
OTHER OPERATING	166,355	211,300	791,751	950,850	159,099	16.7%	-28.9%
TOTAL O M & A EXPENSES	5,796,294	7,444,979	29,965,319	36,272,780	6,307,462	17.4%	7.3%
NET REVENUES BEFORE DEBT SERVICE	33,161,841	29,389,073	181,206,206	178,114,598	3,091,608	1.7%	0.2%
COMBINED NET DEBT SERVICE	14,070,249	14,158,164	84,361,261	84,934,028	572,767	0.7%	-1.6%
NET REVENUES AFTER DEBT SERVICE	\$ 19,091,592	\$ 15,230,909	\$ 96,844,945	\$ 93,180,571	\$ 3,664,375	3.9%	1.9%

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 2018
FOR THE MONTH ENDING DECEMBER 31, 2017 AND YEAR-TO-DATE**

	FY 2018 ACTUAL	FY 2018 BUDGET	VARIANCE	FY 18 YEAR-TO-DATE % VARIANCE
Operations	\$ 20,092,322	\$ 24,391,047	\$ 4,298,725	17.6%
Maintenance	5,663,593	7,013,651	1,350,058	19.2%
Administration	3,417,653	3,917,233	499,580	12.8%
Other Operating	<u>791,751</u>	<u>950,850</u>	<u>159,099</u>	<u>16.7%</u>
Total O M & A	\$ 29,965,319	\$ 36,272,780	\$ 6,307,462	17.4%
 Capital Expenditures				
Operations	\$ -	\$ 133,500	133,500	100.0%
Maintenance	77,549	55,767	(21,782)	-39.1%
Administration	<u>25,500</u>	<u>115,249</u>	<u>89,750</u>	<u>77.9%</u>
Total Capital Expenditures	\$ 103,048	\$ 304,516	\$ 201,468	66.2%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Six Months Ending December 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	250,323	261,593	11,270	4.31%
Image Review	1,892,850	2,457,908	565,058	22.99%
Special Projects	69,131	112,999	43,867	38.82%
Information Technology	1,626,923	1,825,763	198,840	10.89%
E-PASS Service Center	7,250,467	8,479,288	1,228,821	14.49%
Public Outreach/Education	891,070	1,057,106	166,036	15.71%
Subtotal CFX	<u>11,980,765</u>	<u>14,194,658</u>	<u>2,213,893</u>	<u>15.60%</u>
Plazas	8,111,557	10,329,889	2,218,332	21.47%
Subtotal Toll Facilities	<u>8,111,557</u>	<u>10,329,889</u>	<u>2,218,332</u>	<u>21.47%</u>
Total Operations Expenses	<u>20,092,322</u>	<u>24,524,547</u>	<u>4,432,225</u>	<u>18.07%</u>



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Six Months Ending December 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	970,832	996,819	25,988	2.61%
Traffic Operations	1,053,160	1,778,407	725,247	40.78%
Routine Maintenance	3,717,150	4,294,191	577,041	13.44%
Total Maintenance Expenses	<u><u>5,741,142</u></u>	<u><u>7,069,418</u></u>	<u><u>1,328,276</u></u>	<u><u>18.79%</u></u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Six Months Ending December 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	372,655	367,584	(5,070)	-1.38%
Administrative Services	1,010,055	1,084,190	74,135	6.84%
Communications	257,903	416,828	158,925	38.13%
Human Resources	101,011	106,531	5,520	5.18%
Supplier Diversity	114,494	135,072	20,578	15.23%
Accounting	755,402	848,118	92,716	10.93%
Records Management	122,917	177,902	54,985	30.91%
Construction Administration	20,918	34,700	13,782	39.72%
Procurement	222,452	228,252	5,800	2.54%
Legal	263,922	347,897	83,975	24.14%
Internal Audit	155,539	240,090	84,551	35.22%
525 Magnolia	13,198	13,584	386	2.84%
Plans Production	32,686	31,733	(953)	-3.00%
Grand Total Expenses	<u><u>3,443,152</u></u>	<u><u>4,032,482</u></u>	<u><u>589,330</u></u>	<u><u>14.61%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING DECEMBER 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	\$ 204,715,982	\$ 208,969,308	\$ (4,253,326)	\$ 202,253,099	\$ 189,675,440	\$ 12,577,659	\$ (16,830,985)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	3,354,621	2,649,331	705,290	2,892,314	2,694,832	197,482	507,808
TRANSPONDER SALES	136,641	105,742	30,899	108,570	244,383	(135,813)	166,712
OTHER OPERATING	612,928	542,192	70,737	596,686	618,420	(21,734)	92,471
INTEREST	1,829,469	1,616,208	213,262	2,313,549	1,465,293	848,256	(634,994)
MISCELLANEOUS	521,883	504,598	17,285	519,675	508,313	11,362	5,923
TOTAL REVENUES	211,171,525	214,387,379	(3,215,854)	208,683,893	195,206,681	13,477,212	(16,693,066)
O M & A EXPENSES							
OPERATIONS	20,092,322	24,391,047	4,298,725	18,170,074	19,365,097	1,195,023	3,103,702
MAINTENANCE	5,663,593	7,013,651	1,350,058	5,508,409	7,109,260	1,600,851	(250,793)
ADMINISTRATION	3,417,653	3,917,233	499,580	3,129,411	3,639,711	510,300	(10,720)
OTHER OPERATING	791,751	950,850	159,099	1,113,988	1,429,821	315,833	(156,734)
TOTAL O M & A EXPENSES	29,965,319	36,272,780	6,307,462	27,921,882	31,543,889	3,622,007	2,685,455
NET REVENUES BEFORE DEBT SERVICE	181,206,206	178,114,598	3,091,608	180,762,011	163,662,792	17,099,219	(14,007,611)
COMBINED NET DEBT SERVICE	64,361,261	84,934,028	572,767	85,746,088	86,387,304	(641,216)	1,213,983
NET REVENUES AFTER DEBT SERVICE	<u>\$ 96,844,945</u>	<u>\$ 93,180,571</u>	<u>\$ 3,664,375</u>	<u>\$ 95,015,923</u>	<u>\$ 77,275,488</u>	<u>\$ 17,740,435</u>	<u>\$ (14,076,060)</u>

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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 DECEMBER 31, 2017 AND YEAR-TO-DATE

	FY 18 MONTH ACTUAL	FY 17 MONTH ACTUAL	FY 17 - 18 SAME MONTH COMPARISON	FY 18 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE ACTUAL	FY 17 - 18 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 37,826,753	\$ 35,618,799	\$ 2,207,954	\$ 204,715,982	\$ 202,253,099	\$ 2,462,883
FEEES COLLECTED VIA UTM/UTC'S AND PBP'S	631,533	570,115	61,418	3,354,621	2,892,314	462,307
TRANSPONDER SALES	23,542	20,799	2,743	136,641	108,570	28,071
OTHER OPERATING	113,341	114,624	(1,283)	612,928	596,686	16,242
INTEREST	275,904	351,188	(75,284)	1,829,469	2,313,549	(484,080)
MISCELLANEOUS	87,064	83,044	4,020	521,883	519,675	2,208
TOTAL REVENUES	38,958,136	36,758,569	2,199,567	211,171,525	208,683,893	2,487,632
O M & A EXPENSES						
OPERATIONS	3,544,094	3,681,856	(137,762)	20,092,322	18,170,074	1,922,248
MAINTENANCE	1,308,988	2,087,148	(778,160)	5,663,593	5,508,409	155,184
ADMINISTRATION	776,857	617,889	158,968	3,417,653	3,129,411	288,242
OTHER OPERATING	166,355	171,694	(5,339)	791,751	1,113,988	(322,237)
TOTAL O M & A EXPENSES	5,796,294	6,558,587	(762,293)	29,965,319	27,921,882	2,043,437
NET REVENUES BEFORE DEBT SERVICE	33,161,841	30,199,982	2,961,859	181,206,206	180,762,011	444,195
COMBINED NET DEBT SERVICE	14,070,249	14,247,072	(176,823)	84,361,261	85,746,088	(1,384,827)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 19,091,592</u>	<u>\$ 15,952,910</u>	<u>\$ 3,138,682</u>	<u>\$ 96,844,945</u>	<u>\$ 95,015,923</u>	<u>\$ 1,829,022</u>

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E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report February, 2018

DECEMBER 2017 DASHBOARD

Call Center wait times averaged 1 minute, 58 seconds in December. Daily call volumes are trending to historically high levels due to consistently higher traffic volumes. The Call Center is hiring more staff and researching wage rates in the Central Florida market to keep Customer Service Representative pay competitive. These actions will enable CFX to drive call wait times to under 60 seconds in the near future.

TRANSPORTATION PROJECT COORDINATION

Osceola Parkway Extension & Split Oak Preserve

On January 25, 2018, CFX staff attended a meeting with representatives of Tavistock, Farmland Reserve, Deseret Ranch and the environmental community to discuss another land compensation proposal that would put a smaller amount of land in preservation in exchange for a refinement to Alternative 4A/C that reduces impacts to Spit Oak Preserve by 126 acres (44%). CFX agreed to make minor adjustments to the refinements based on the feedback received from the group. The project development schedule and time line was discussed (see attached document). The group also talked about the role of CFX, Orange and Osceola counties, Florida Wildlife Commission and the Florida Communities Trust. A follow up meeting will take place on February 7, 2018.

Innovation Way Interchange Ribbon Cutting

The ribbon cutting ceremony for opening SR 528 Innovation Way/Sunbridge Interchange will be held on March 9, 2018 at 10:00 am.

Wekiva Parkway Grand Opening

The grand opening of the Wekiva Parkway from Kelly Park Road Interchange to SR 46 will be celebrated on Saturday, March 31, 2018. The celebration will include a 5K run/walk that begins at 7:30 am and a 1 mile fun run that begins at 7:40 am. Proceeds will benefit the Florida Wildlife Corridor, an organization that supports permanently connecting, protecting and restoring a statewide network of lands and waters for wildlife and people. The grand opening will include community group exhibits, music, distinguished speakers and a ribbon cutting event. The ceremony will begin at 9:00 am.

TRANSPORTATION PARTNERSHIPS

Automation of Toll Payments with Orange County Tax Collector

The Orange County Tax Collector began taking registration hold payments for CFX in January. The project is a great success! The Tax Collector's Office and CFX are cutting operational costs and our customers are saving a lot of time with the automation. CFX will now work with our remaining counties to automate registration hold payments.

TEAM FL

Board members Sean Parks and Jim Barfield joined CFX staff at the TEAMFL quarterly meeting held on January 25 and 26, 2018 at the Orlando International Airport. The program included presentations on Space Florida, solar roadways and autonomous vehicle research.

CFX Tour for the IBTTA President

Tim Stewart, International Bridge Tunnel and Turnpike Association (IBTTA) President and Executive Director, E-470 Public Highway Authority in Colorado, toured the CFX customer service center, Reload Lanes and expressway facilities on January 25, 2018.

Emergency Response Exercise

CFX is working with LYNX and other transportation partners, in collaboration with central Florida counties, cities, law enforcement and first responders to participate in an emergency response exercise on March 22, 2018.

Construction Zone Safety Campaign

CFX is launching its construction zone safety campaign this month in partnership with the Florida Highway Patrol. Public messages will focus on education, engineering and enforcement throughout 2018. The Communications team continues to meet with partners including behavioral marketing professionals to identify and launch messages targeting youth.

Legislative Session Update

Michelle Maikisch, Chief of Staff/Public Affairs Officer met with key members of our legislative delegation in mid-January in Tallahassee. The most recent Legislative Update is attached.

COMMUNITY OUTREACH

Brevard County Board of Commissioners

A presentation about the CFX work being done to serve the eastern part of the region was made to the Brevard County Board of Commissioners on January 22, 2018.

Brevard County B4 Summit

I attended the B4 Summit; "Bikes, Bus, Beach + Brevard" in Brevard County on January 25, 2018. The Summit focused on the future of transportation worldwide and included a ribbon cutting ceremony for Brevard County's first bike share program. Over 80 bicycles will become available later this year in different parts of Cocoa Beach and Cape Canaveral.

Orlando Business Journal: The Business of Transportation

I will participate in the OBJ Transportation Event on Friday, February 9, 2018 with our transportation partners from the Orlando International Airport, Sanford International Airport, Port Canaveral, LYNX and SunRail.

PRESENTATIONS

January 17: Orlando Rotary Breakfast Club
January 18: Dr. Philips Kiwanis Club
January 17 - Wekiva River Oaks HOA
January 25: Clermont Minneola Lions Club

MEETINGS

January 16: Central Florida Automated Vehicles Partnership
January 17 & 18: Florida Association of Public Information Officers Workshop
January 18: Tri-County League of Cities
January 18: Downtown Orlando Partnership
January 19: Central Florida MPO Alliance
January 25 & 26: TEAMFL
January 24: Community Advisory Committee, MetroPlan
January 25: Transportation Systems Management and Operations Meeting
January 31: CFX Concept Studies Environmental Advisory Group Meeting
January 31: I-4 Ultimate Public Information Officers Meeting
January 31: Orlando LYNX Full Scale Exercise Initial Planning Meeting
February 1: Good Morning Seminole
February 1: What's Up Downtown
February 5: Space Coast Transportation Planning Organization Technical Advisory Committee/Community Advisory Committee

CUSTOMER SERVICE

	Activity		Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center: East	8,238	7,573	1:51	<5m
Service Center: West	2,805	3,035	1:59	<5m

SERVICE CENTER: MINUTE INTERVALS <5 5-6 6-7 7-8 8-9 9+

	Actual	6 mo. Avg	Actual	Target
Call Center	87,072	78,507	1:58	1-2m

CALL CENTER: % MINUTE INTERVALS <1 1-2 2-3 3-4 4-5 5+



AVERAGE SPEED: PEAK DIRECTION

	mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408 W. SR 50 to E. SR 50	55-65	54	52
SR 417 Int'l Dr. to Seminole Co. Line	55-70	67	61
SR 528 Sand Lake Rd. to SR 520	70	65	63
SR 429 Seidel Rd. to SR 414	70	67	66
SR 451 SR 429 to US 441	65	62	65
SR 414 US 441 to US 441	65	64	63

LEGEND: <10 11-20 >= 21

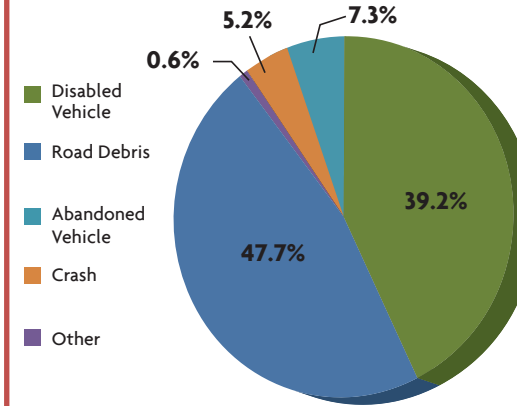
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange (Phase II)	\$63.7	\$5.6	9%	10%	
SR 429 Systems Interchange	\$82.3	\$74.0	90%	95%	
SR 408 Widening from SR 417 to Alafaya Trail	\$76.3	\$5.9	8%	10%	
SR 453, Lake County Line to SR 46	\$49.7	\$47.2	95%	93%	
SR 528/Innovation Way Interchange	\$62.4	\$56.1	90%	85%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$33.0	85%	90%	

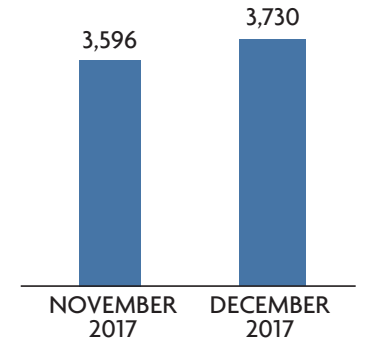
LEGEND: Spent vs. Time <10 11-20 >= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2015 FATALITIES

1.13	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2010-2015 – 5 Year Average

WRONG WAY DRIVING (WWD)

Period Covered	Vehicles Detected	Documented Turn Arounds
Dec. 2017	16	14

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$211.2	\$214.4	-2%
OM&A Expenses	\$30.0	\$36.3	17%
Net Revenue	\$96.8	\$93.2	4%

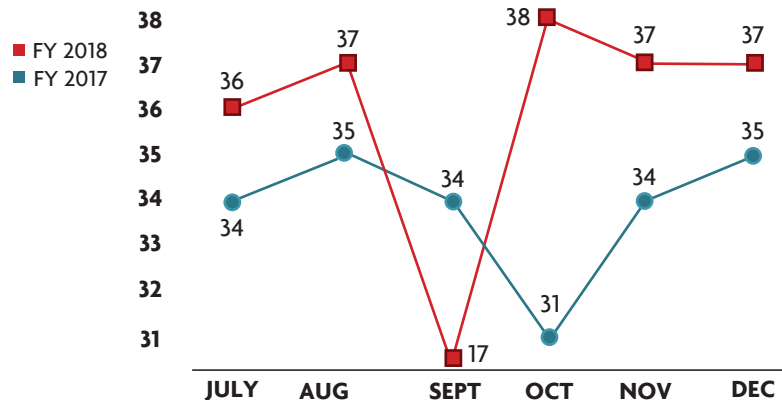
LEGEND: >= 0 -0.1 to -10 </= -10

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.23	2.23
Subordinate Lien	2.13	2.12

LEGEND: >1.45 1.21 to 1.44 </= 1.2

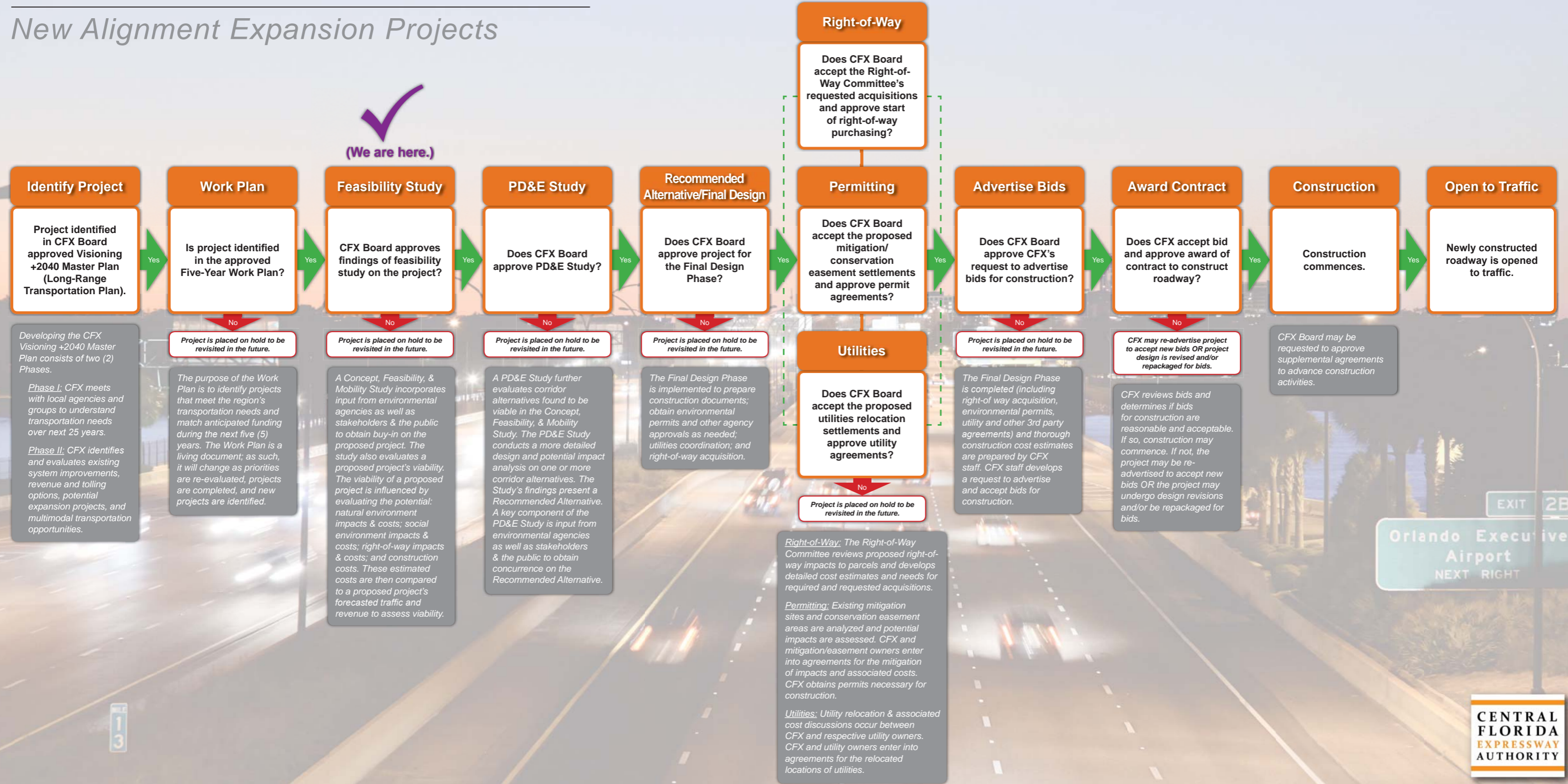
TOTAL TRANSACTIONS ON CFX SYSTEM* (millions)



*All plazas had tolls suspended in Sept. due to Hurricane Irma from 9/5/17 until 9/21/17.

PROJECT DEVELOPMENT PROCESS

New Alignment Expansion Projects



F. 1.

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 2.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with a thin orange horizontal line at the top and another at the bottom. Inside the box, the words "CENTRAL FLORIDA EXPRESSWAY AUTHORITY" are stacked vertically in a bold, sans-serif font. "CENTRAL" and "FLORIDA" are in black, "EXPRESSWAY" is in orange, and "AUTHORITY" is in black. The background of the entire slide is a photograph of a multi-level concrete highway interchange under a clear blue sky, with a grassy embankment on the right side.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Interlocal Agreement

Third Party Funding Between Osceola County and Central Florida Expressway Authority

— February 8, 2018 —

Purpose of Third Party Funding Agreement (TPFA)

To facilitate Board action of December 2017 authorizing CFX staff to negotiate potential right-of-way acquisitions for Osceola Parkway Extension and to access \$70 Million in funding.

Funding Partners

- FDOT District 5
 - \$33 Million Budgeted
- Farmland Reserve, Inc. (FRI)
 - \$12 Million Private Escrow Deposit
- All Aboard Florida (AAF)
 - \$25 Million Private Escrow Deposit

Total Funding Available \$70 Million

Current Agreements

- May 12, 2015 - Osceola Parkway Extension Agreement between FDOT, FRI, and AAF
- December 8, 2015 - Escrow Agreement between FRI, AAF and First American Title Insurance Company
- August 10, 2016 - JPA between FDOT and Osceola County
- August 15, 2016 - Interlocal Agreement between Osceola County, Central Florida Expressway Authority and Osceola County Expressway Authority (OCX)
- Agreement between FRI and Osceola County regarding release of escrowed funds

Third Party Funding Agreement between Osceola County and CFX

- Facilitates access to the \$70 Million
- Allows CFX to select the parcels to be acquired
- Provides the legal mechanism for deed transfer and reimbursement to CFX
- CFX advances to be made on a parcel by parcel basis

Further Review

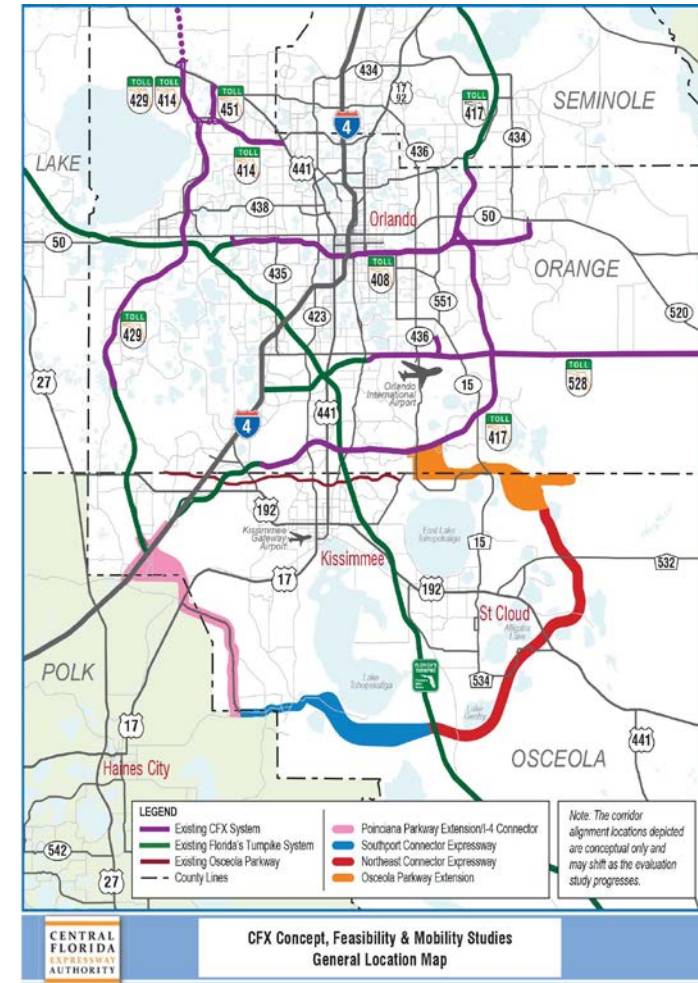
- All potential purchases subject to review by CFX Right-of-Way Committee
- Ultimate approval by both Osceola County and CFX governing Board

Disclaimer

Approval of TPFA does not commit CFX to a particular alignment for the Osceola County Parkway Extension.

Revised Section 5.01

All Parkway Extension Property proposed for acquisition prior to January 1, 2019, shall be within the general corridor identified for the Osceola County Parkway Extension as depicted in Appendix A, entitled “CFX Concept, Feasibility, & Mobility Studies General Location Map,” unless the corridor is altered in compliance with Section 4.01(B) of the Transition Agreement.



Third Party Funding Agreement Approval

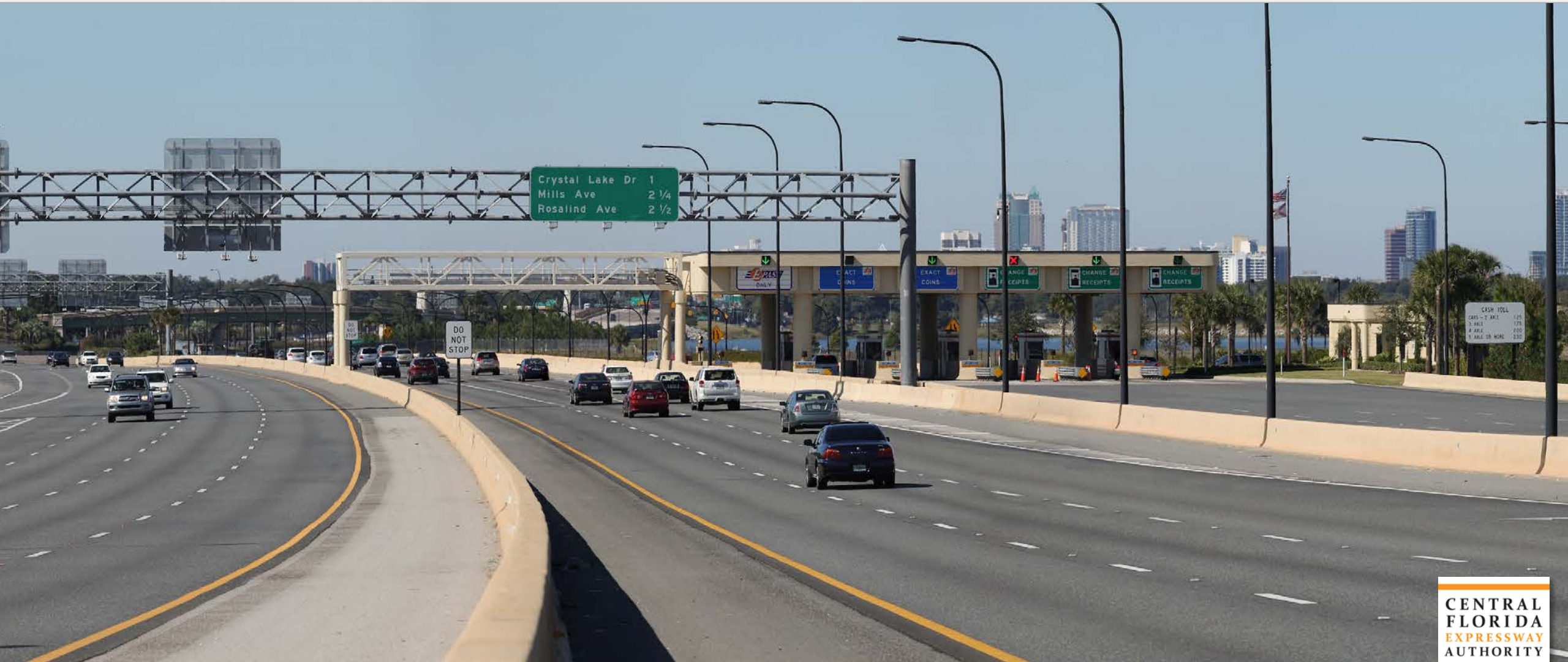
- Third Party Funding Agreement was approved by CFX Right-of-Way Committee on January 24, 2018
- Advice from Right-of-Way Committee Member Chris Murvin:
“ Make the first one a small one!”



Recommended Motion

Approval of Interlocal Agreement for Third Party Funding with Osceola County with revised Section 5.01 and Appendix A and authorizing General Counsel to insert Escrow Agent compensation.


Questions?



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members
Laura Kelley, Executive Director

FROM:  Joseph L. Passiatore, General Counsel

DATE: February 1, 2018

RE: Interlocal Agreement for Third Party Funding Between Osceola County
and Central Florida Expressway Authority

Attached please find a proposed Interlocal Agreement for Third Party Funding between Osceola County (“OC”) and the Central Florida Expressway Authority (“CFX”) regarding parcel acquisition for potential Osceola County projects.

The proposed Funding Agreement would accomplish the following:

- (1) Provide the legal mechanism to facilitate the Board’s action at the December 14, 2017 meeting authorizing staff to engage in discussions and consider potential right-of-way offers in the viability calculation for all the Osceola County Concept, Feasibility and Mobility Studies in process;
- (2) Allow OC and CFX to access the right-of-way funding budgeted by FDOT for these projects as well as the private funding provided by Farmland Reserves, Inc., and All Aboard Florida;
- (3) Ensure that title and reimbursements will pass through to CFX in a timely manner.

The agreement was unanimously approved by the CFX Right-of-Way Committee at its January 24, 2018 meeting. All proposed purchases recommended by CFX staff will be referred to CFX Right-of-Way Committee and CFX governing Board for final approvals.

Accordingly, staff recommends Board approval of the proposed Interlocal Agreement for Third Party Funding between Osceola County and the Central Florida Expressway Authority.

JLP/mi

Attachment: Interlocal Agreement for Third Party Funding Between OC and CFX.

INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING

By and Between

OSCEOLA COUNTY, FLORIDA

AND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

joined for limited purposes by

FIRST AMERICAN TITLE INSURANCE COMPANY

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INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING

THIS INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING (this "Funding Agreement") is made and entered into as of February *[to come]*, 2018, by and between Osceola County, a charter county and political subdivision of the State of Florida (referred herein to as the "County") and the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part III ("CFX," and, together with the County and CFX, the "Parties").

WITNESSETH:

WHEREAS, the County, CFX and the Osceola County Expressway Authority ("OCX") have entered into an Interlocal Agreement as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from West of Boggy Creek Road to the Proposed Northeast Connector Expressway, including a proposed additional segment to the Osceola Parkway Extension Project commencing at the current terminus of the Osceola Parkway Extension Project as presently proposed in the Osceola County Expressway Authority Master Plan and extending east to a point which is approximately two miles east thereof to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017, said project being known as FM #439193-1-38-01 and FM #439193-1-48-01 (the "Osceola Parkway Extension"); and

WHEREAS, upon compliance with certain conditions, which the County and CFX acknowledge and agree have been satisfied, Section 4.03(C)(4) of the Transition Agreement requires the County to make all reasonable efforts to arrange for the transfer of any funds available from any governmental or non-governmental third party for the study, design, acquisition, financing, right-of-way acquisition or construction of the Osceola Parkway Extension to the payment of costs incurred by CFX in connection with the Osceola Parkway Extension; provided that any such transfer shall be subject to the terms, conditions and limitations under which such funds will be received by the County; and

WHEREAS, Section 4.03(C)(4) of the Transition Agreement further provides that the County and CFX may, by written agreement, mutually agree to provide for an alternative arrangement with respect to such funds; and

WHEREAS, \$33 million has been appropriated to the State of Florida Department of Transportation ("FDOT") for the design and acquisition of right-of-way for the Osceola Parkway Extension (the "FDOT Funds") that must be expended directly by the County; and

WHEREAS, an additional \$37 million has been placed in an escrow account by Farmland Reserve, Inc., a Utah nonprofit corporation ("FRI"), and All Aboard Florida – Operations, Inc., a Delaware limited liability company ("AAF") for the design and acquisition of right-of-way for the Osceola Parkway Extension (the "FRI/AFF Reimbursement Funds") that must be disbursed on a proportionate share basis with the FDOT Funds; and

WHEREAS, the County and CFX desire to enter into this Funding Agreement to provide an alternative arrangement for handling the FDOT Funds and FRI/AAF Funds, as contemplated by Section 4.03(C)(4) of the Transition Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

SECTION 1. RECITALS. The County and CFX acknowledge and agree that the foregoing recitals are true and correct and by this reference incorporated and made a part of this Funding Agreement.

SECTION 2. REPRESENTATIONS OF THE PARTIES.

(A) The County makes the following representations as the basis for the undertakings on the part of the CFX herein contained.

(1) The County is duly organized and validly existing as a political subdivision of the State.

(2) The County has full power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(3) The County is not in default under any provisions of the laws of the State of Florida (the "State") that are material to the performance of its obligations under this Agreement.

(4) The County has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by CFX, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(5) To the County's knowledge, the authorization, execution and delivery of this Agreement and the compliance by the County with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(6) To the County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the

transactions contemplated hereby, or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(B) CFX makes the following representations as the basis for the undertakings on the part of the County herein contained.

(1) CFX is duly organized and validly existing as a public body corporate and politic.

(2) CFX has full power to enter into the transactions contemplated by this Agreement, and to carry out its obligations hereunder.

(3) CFX is not in default under any provisions of the laws of the State that are material to the performance of its obligations under this Agreement.

(4) CFX has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the County, this Agreement constitutes a valid and legally binding obligation of CFX, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(5) To CFX's knowledge, the authorization, execution and delivery of this Agreement and the compliance by CFX with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to CFX or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which CFX is subject or by which it is bound.

(6) To CFX's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of CFX, threatened against or affecting CFX, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which CFX is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 3. AVAILABILITY OF THIRD-PARTY FUNDS.

(A) The FDOT Funds have been made available to the County under the terms of the Amendment to Joint Participation Agreement between the State of Florida Department of Transportation and Osceola County dated *[to come]* (the "JPA"). Pursuant to the JPA, \$500,000 of the FDOT Funds must be used for design (the "FDOT Design Funds") and \$32,500,000 of the FDOT Funds must be used for right-of-way acquisition (the "FDOT ROW Funds").

(B) The FRI/AAF Funds are made available to the County under the terms of the Osceola Parkway Extension Agreement dated May 12, 2015 (the "Extension Agreement") among FDOT, FRI and AAF, the Escrow Agreement dated December 8, 2015 (the "Escrow Agreement") among FRI, AAF and First American Title Insurance Company ("FATIC"), and the Agreement between Farmland Reserve, Inc. and Osceola County dated *[to come]* (the "FRI Agreement" and, together with the Extension Agreement and the Escrow Agreement, the "FRI/AAF Reimbursement Agreements"). Pursuant to the FRI/AAF Reimbursement Agreements, the FRI/AAF Funds will be available to fund design and right-of-way acquisition for the Osceola Parkway Extension on the following proportionate share basis: FDOT Funds – 47.14 percent (the "FDOT Share"), and FRI/AAF Funds – 52.86 percent (the "FRI/AAF Share").

SECTION 4. CFX ESCROWED FUNDS. Due to the fact that the FDOT Funds and FRI/AAF Funds are being provided to the County on a reimbursement basis, and in an effort to expedite design and right-of-way acquisition for the Osceola Parkway Extension, CFX shall deposit the amounts required by Sections 5 and 6 hereof (the "CFX Escrow Funds"), to be held and disbursed in accordance with the terms and conditions set forth therein. FATIC hereby agrees to act as escrow agent pursuant to the provisions of this Section, and to hold, safeguard and disburse the CFX Escrow Funds pursuant to the terms and conditions set forth in Sections 5 and 6 hereof. The CFX Escrow Funds shall be deposited and maintained in a non-interest-bearing account until disbursement thereof.

(A) FATIC agrees to perform all of the duties assigned to it under Sections 5 and 6 hereof, but shall not be liable for good faith actions or omissions hereunder, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, CFX hereto shall indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Section. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the CFX Escrow Funds or any loss of interest incident to any such delays.

(B) Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person or entity purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

(C) Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the balance of the undisbursed CFX Escrow Funds to any successor Escrow Agent designated by CFX and approved by the County (which approval shall not be withheld

unreasonably) in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Funding Agreement. The resignation of Escrow Agent will take effect on the earlier of (1) the appointment of a successor (including by a court of competent jurisdiction), or (2) the day which is thirty days after the date of delivery of its written notice of resignation to the Parties hereto. If, at that time, Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the CFX Escrow Funds until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the Parties hereto or a final, non-appealable order of a court of competent jurisdiction.

(D) In the event of any disagreement between the Parties hereto resulting in adverse claims or demands being made in connection with the CFX Escrow Funds or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the CFX Escrow Funds until Escrow Agent shall have received (1) a final, non-appealable order of a court of competent jurisdiction directing delivery of the CFX Escrow Funds, or (2) a written agreement executed by the Parties hereto directing delivery of the CFX Escrow Funds, in which event Escrow Agent shall disburse the CFX Escrow Funds in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the order is final and non-appealable. Escrow Agent shall act on such court order and legal opinion without further question.

(E) CFX shall pay Escrow Agent compensation for the services rendered by Escrow Agent hereunder at the rate of *[to come]*, and shall further reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in performance of its duties hereunder (including reasonable fees, expenses, and disbursements of its counsel). CFX shall also be responsible for payment of the fees and disbursements or any successor Escrow Agent.

(F) It is expressly understood and agreed that should the JPA or the Extension Agreement be terminated, this Funding Agreement shall be deemed terminated, and the Parties shall be released from any and all obligations arising hereunder. In such event and to the extent that the CFX Escrow Funds have been deposited into escrow with FATIC, those funds shall be immediately returned to CFX in full, with interest, if applicable and without setoff.

(G) This Section expressly sets forth or incorporates by reference all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Funding Agreement against Escrow Agent.

SECTION 5. RIGHT-OF-WAY ACQUISITION.

(A) CFX shall identify parcels of property that are necessary for construction of the Osceola Parkway Extension and eligible for funding under the JPA and FRI/AAF Reimbursement Agreements, including but not limited to right-of-way and related easement, license, drainage and/or temporary construction rights (the "Parkway Extension Property"). All Parkway Extension Property proposed for acquisition prior to January 1, 2019, shall be within the general corridor identified for the Osceola Parkway Extension as of August 15, 2016, as depicted in Appendix A, unless the corridor is altered in compliance with Section 4.01(B) of the Transition Agreement.

(B) CFX shall negotiate the business terms for acquisition of Parkway Extension Property by the County and prepare an acquisition agreement (each an "Acquisition Agreement"). Upon completion of each Acquisition Agreement and approval of the form thereof by the County Attorney, which approval shall not be withheld unreasonably, the Executive Director will submit a written request for acquisition to the County Manager, including a copy of the Acquisition Agreement that has been fully executed by the owner or owners of the property to be acquired. CFX agrees to provide Osceola County with a copy of its due diligence file for such portion of the Osceola Parkway Extension ROW, which shall include title reports, feasibility studies, appraisals, and such other documents as Osceola County may request. Each Acquisition Agreement will be presented to the Board of County Commissioners and, following approval by the Board of County Commissioners, executed by the County.

(C) Not later than five Business Days prior to the settlement date established pursuant to each Acquisition Agreement (each a "Closing Date"):

(1) the County shall notify CFX of the Closing Date and the total amount required to satisfy the County's obligation under the Acquisition Agreement, which shall include but not be limited to the purchase price and all fees and expenses (including legal fees and expenses of counsel for the County, if any) that may be due at the closing (the "Settlement Amount"); and

(2) the County shall deliver a special warranty deed, fully executed by the County, conveying the subject Parkway Extension Property to CFX.

For purposes of this Funding Agreement, the term "Business Day" means any day other than a Saturday, Sunday or a day on which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in the State of Florida.

(D) Not later than two Business Days prior to the Closing Date, CFX will wire the Settlement Amount to FATIC.

(E) On the Business Day prior to the Closing Date, FATIC will wire the Settlement Amount to the County to advance fund the County's obligation under the Acquisition Agreement.

(F) On the Closing Date, the County shall

(1) acquire the Parkway Extension Property and deliver a special warranty deed, fully executed by the seller, conveying the subject Parkway Extension Property to the County; and

(2) submit a requisition to FDOT for the FDOT Share of the Settlement Amount; provided that the aggregate amount requisitioned from FDOT shall not exceed the FDOT ROW Funds.

(G) Upon FDOT's approval of the requisition submitted pursuant to the foregoing subsection (F), the County shall submit a requisition to FRI for the FRI/AAF Share of the Settlement Amount; provided that if the requisition to FDOT is restricted by the aggregate

limitation set forth in the proviso to the foregoing clause (2), the requisition to FRI shall be reduced proportionately.

(H) Within five Business Days of receiving payment of a requisition submitted pursuant to the foregoing subsections (F) and (G), the County shall remit the sums received to CFX.

SECTION 6. DESIGN AND ENGINEERING.

(A) CFX shall select design engineers for the Osceola Parkway Extension (the "Design Engineers") pursuant to Section 287.055, Florida Statutes, and in accordance with its own procurement rules and procedures. CFX's procurement process shall constitute an intergovernmental cooperative purchase for purposes of the County's procurement code. The County and CFX shall enter into a three-party agreement with the Design Engineers (the "Design Agreement").

(1) The County's obligation under the Design Agreement shall be limited to payment of the first \$500,000 invoiced by the Design Engineers (the "County Payment Obligation").

(2) Prior to satisfaction of the County's Payment Obligation, copies of all documentation provided by the Design Engineers to CFX, including invoices, shall be provided to the County's Executive Director of Transportation & Transit and the County's Executive Director of Transportation & Transit shall be notified of and entitled to attend all meetings with the Design Engineers.

(B) Prior to satisfaction of the County's Payment Obligation, CFX shall wire funds to the County in an amount equal to each invoice, but not more than \$500,000 in the aggregate, to the County within ten Business Days of receipt of the invoice, to advance fund the County's Payment Obligation.

(C) The County shall pay the invoice amount, but not more than \$500,000 in the aggregate, in compliance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

(D) Upon payment of invoices, as required by the foregoing subsection (C), the County shall submit a requisition to FDOT for the FDOT Share of the amount paid by the County.

(E) Upon FDOT's approval of the requisition submitted pursuant to the foregoing subsection (D), the County shall submit a requisition to FRI for the FRI/AAF Share of the amount paid by the County.

(F) Within five Business Days of receiving payment of the requisitions required by the foregoing subsections (D) and (E), the County shall remit the sums received to CFX.

SECTION 7. JPA REQUIREMENTS. Except as otherwise set forth in this Funding Agreement, CFX agrees to satisfy all of the requirements imposed upon the County in the JPA.

SECTION 8. INTERLOCAL AGREEMENT PROVISIONS. To the extent any provision of this Funding Agreement constitutes a joint exercise of power, privilege or authority by and between the County and CFX, such provision shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Funding Agreement shall be recorded with the Clerk of the Circuit Court of Osceola County and the Clerk of the Circuit Court of Orange County.

SECTION 9. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation, performance or enforcement of this Agreement as outlined in this Section. Any Party may initiate the dispute resolution process by providing written notice to the other Party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If the Parties fail to resolve the dispute within 60 days of notice, the Parties shall attempt to resolve the dispute pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, before filing suit related to the interpretation, performance or enforcement of this Agreement.

SECTION 10. JOINDER OF FATIC. FATIC joins in the execution of this Funding Agreement for the sole purpose of agreeing to be bound by the provisions set forth in Sections 4 hereof and perform the obligations assigned to FATIC in Sections 5 and 6 hereof.

SECTION 11. BINDING EFFECT. This Funding Agreement shall inure to the benefit of and shall be binding upon Parties hereto and their respective successors and assigns.

SECTION 12. SEVERABILITY. If any provision of this Funding Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 13. AMENDMENTS, CHANGES AND MODIFICATIONS. No modification alteration or amendment to this Funding Agreement shall be binding upon any Party until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto and filed in the Official Records of Orange County, Florida and Osceola County, Florida.

SECTION 14. EXECUTION IN COUNTERPARTS. This Funding Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15. APPLICABLE LAW. This Funding Agreement is made pursuant to Section 163.01, et seq., Florida Statutes, and shall be governed by and construed in accordance with the law of the State of Florida.

SECTION 16. IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS. No recourse shall be had for any payment due hereunder or for any claim based thereon or upon any

representation, obligation, covenant or agreement in this Funding Agreement against any past, present or future officer, member, employee, director or agent of any of the Parties hereto as such, either directly or through a Party hereto, or any successor public or private corporation or entity thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Funding Agreement.

SECTION 17. CAPTIONS. The captions or headings in this Funding Agreement are for convenience only and are not intended to define, limit or describe the scope or intent of any provisions or sections of this Funding Agreement.

SECTION 18. PUBLIC AGENCIES. At all times prior to and during the term of this Funding Agreement, each of the Parties hereto shall constitute a "public agency" as that term is defined in Section 163.01(3)(b), Florida Statutes.

SECTION 19. ENTIRE AGREEMENT. This Funding 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 warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 20. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

Osceola County, Florida:

Attn.: County Manager
County Attorney
1 Courthouse Square
Suite 4500
Kissimmee, FL 34741

Central Florida Expressway Authority:

Attn.: Executive Director
General Counsel
4974 Orl Tower Road
Orlando, Florida 32807

Either of the Parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Funding Agreement to be executed by its duly authorized officers as of February *[to come]*, 2018.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Funding Agreement to be executed and attested by its duly authorized officers as of February *[to come]*, 2018.

Two Witnesses as to CFX:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

(Printed Name) _____

By: _____

Attest:

(Printed Name) _____

By: _____

IN WITNESS WHEREOF, First American Title Insurance Company has caused this Funding Agreement to be executed and attested by its duly authorized officers as of February *[to come]*, 2018, for the limited purposes set forth in Section 9 hereof.

Two Witnesses as to CFX:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

(Printed Name) _____

By: _____

Attest:

(Printed Name) _____

By: _____

APPENDIX A
DEPICTION OF OSCEOLA PARKWAY EXTENSION CORRIDOR

F. 3.



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

CFX Landscape Program

Chris Bloodwell, CFX Landscape Architect

— February 8, 2018 —

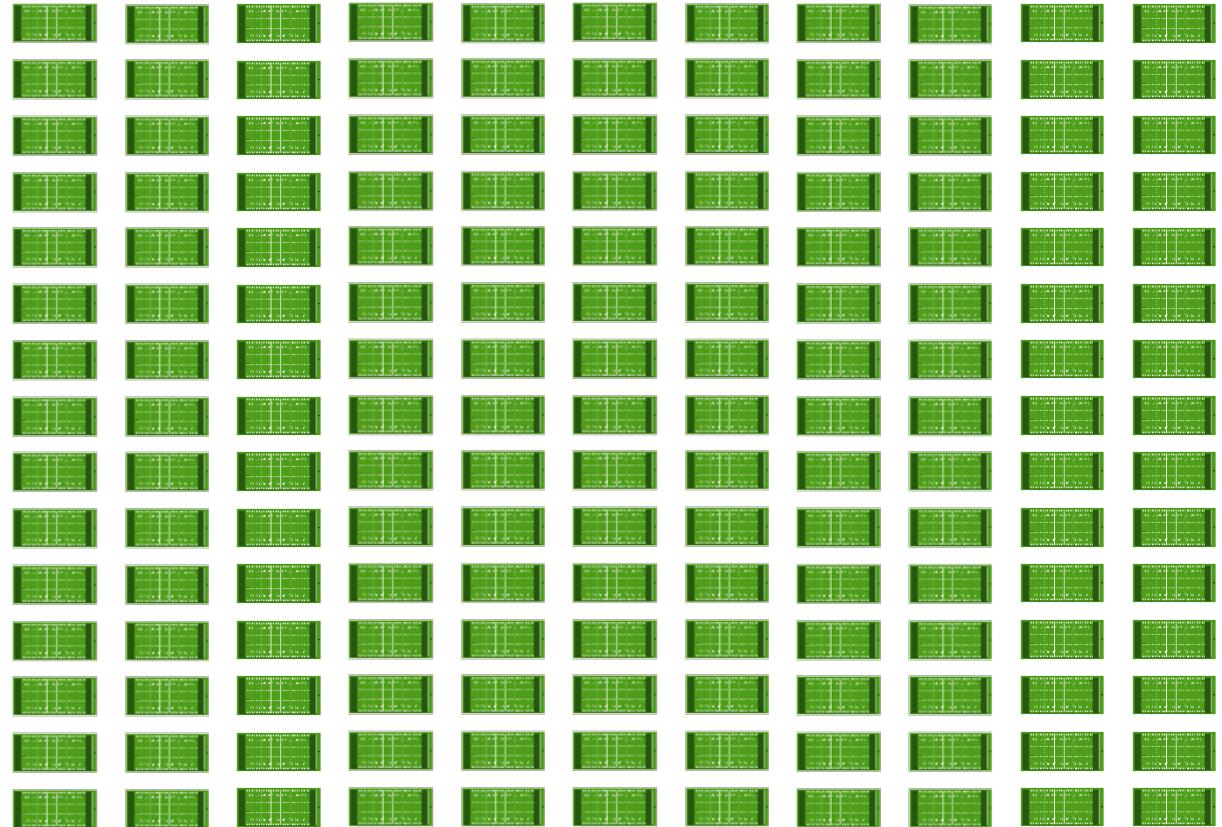
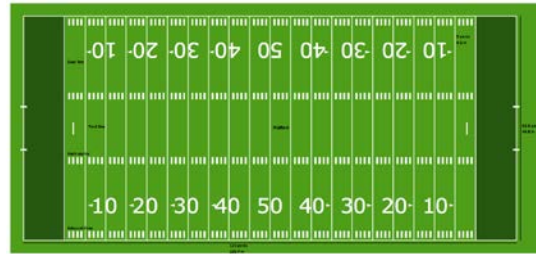
CFX Landscape Program

- The design and execution of a World Class CFX Landscape Construction and Maintenance Program as an integral part of the creation of a World Class Mobility Network.
- Creating a Sense of Place, Enhancing the Quality of Life, Fiscally Responsible, and Environmentally Sensitive.



CFX Landscape Program Scope

- Current Total Planting Bed Area = Approx. 10,000,000 Sq. Ft.
- Football Field = 57,600 Sq. Ft.
- Equivalent to 174 Football Fields



Landscape Program Concerns/Solutions

Take a harsh environment like this,

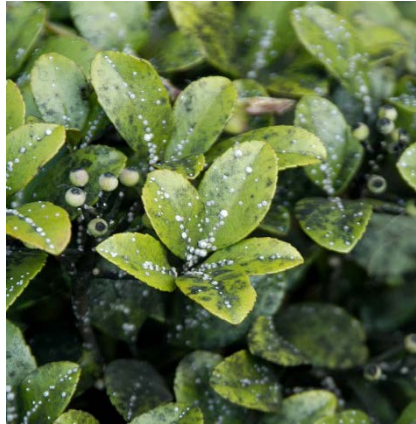


And transform it into this...



Landscape Program Concerns/Solutions

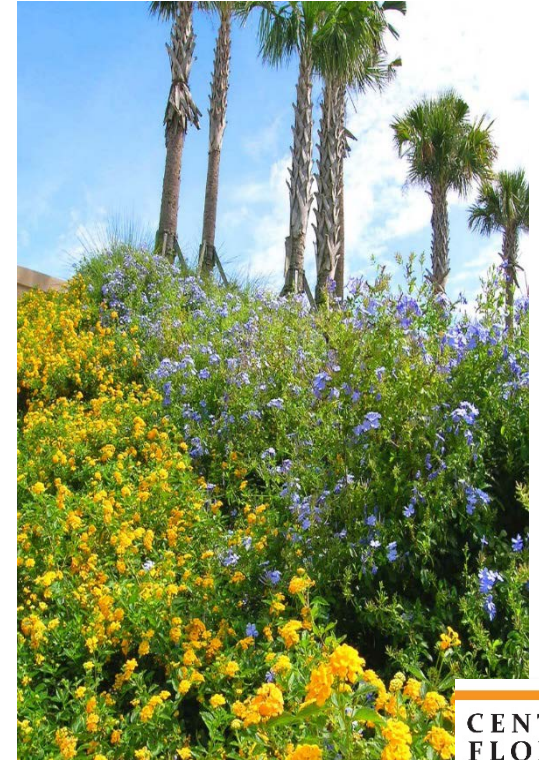
- Stressed Plant Material = Pest / Health Problems
- Non-Irrigated, Poor Soils, Harsh Roadside Environment



- Best Management Practices
- Integrated Pest Management
- Right Plant – Right Place

Plant Material Selection

- Hardy, Drought Tolerant, Pest Resistant Native & Ornamental Species
- Variety in Size, Color, Texture, Blooms, Evergreen / Deciduous



Landscape Construction Projects

- Design
- Bidding / Award
- Installation
- Establishment



Landscape Maintenance Program

- Program Development – Inventory, Analysis
- Contract Specifications - Scope, Schedules
- Contract Management – Inspection, Documentation
- Modify / Evolve / Improve Program with New Knowledge



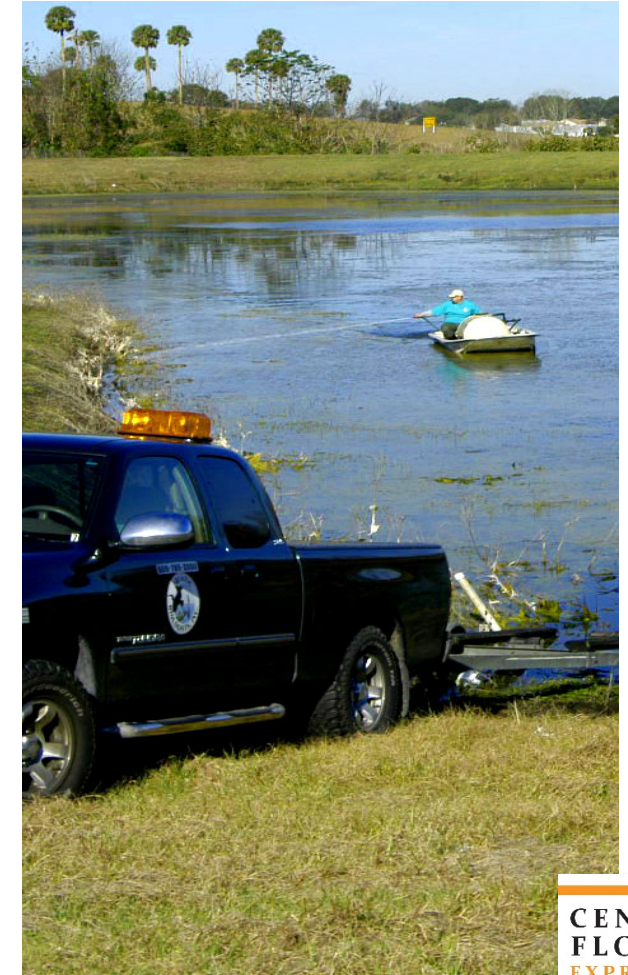
Repair & Replacement Projects

- Update & Infill Older Established Landscaping



Aquatic Vegetation Control

- 180 Retention and Mitigation Ponds
- Submerged and Emergent Vegetation Control



S.R. 417 / Boggy Creek Road

- Enhancement of a World Class Gateway to and from O.I.A.



S.R. 429 / Wekiva Parkway

- Landscape Installation 1/2018 thru 12/2020



Questions?



F. 4.



CFX and Orange County Tax Collector Update

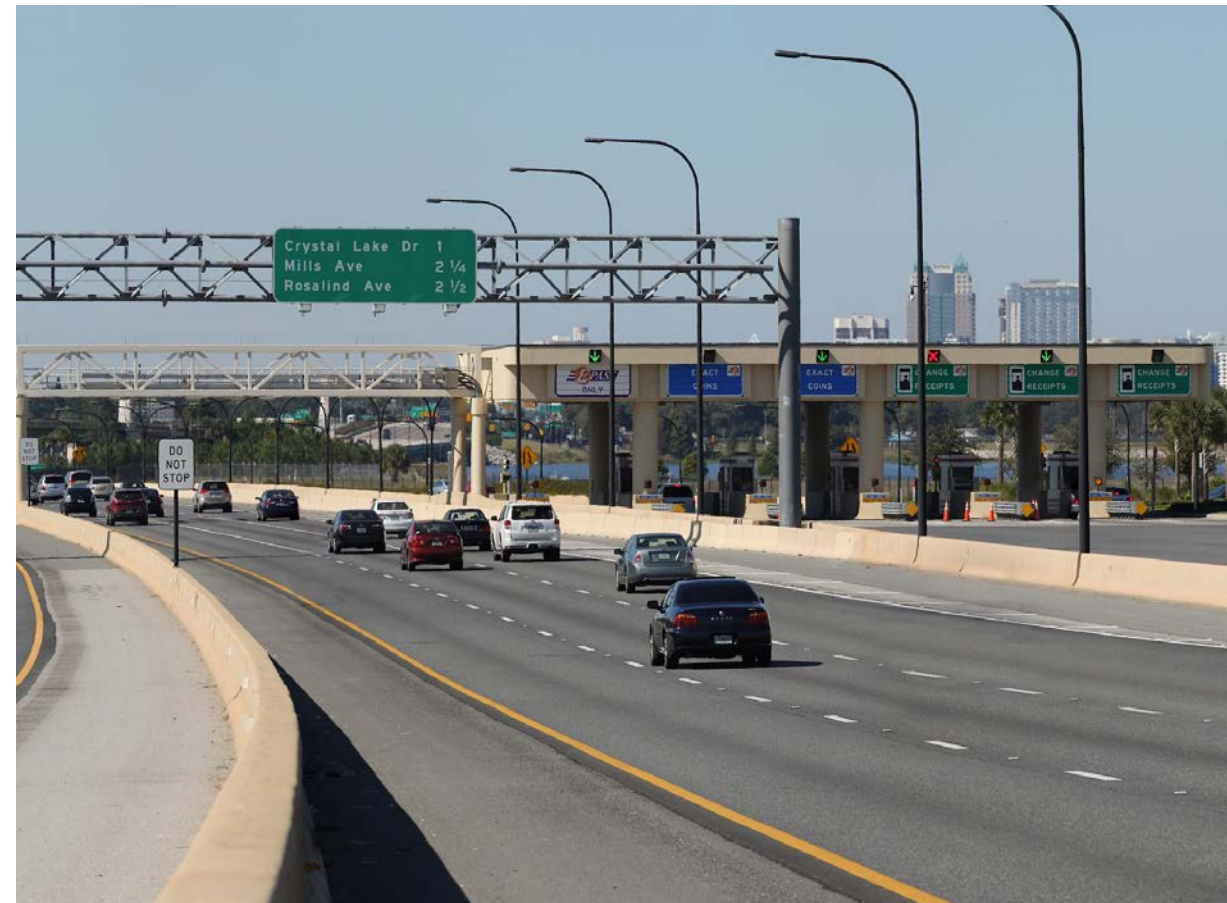
DHSMV Hold Releases

David Wynne, Director of Toll Operations

— February 8, 2018 —

Pay By Plate Process

- Pay By Plate (PBP) toll invoicing is an option to “pay as you go” and choose to forgo the benefits of E-PASS toll rates.
- With PBP, an image of your license plate is captured when you pass through the toll plaza.
- A monthly toll invoice is generated and mailed to the registered owner of the vehicle.
- Payment is due within 30 days.
- Second notice mailed allowing an additional 15 days.
- Failure to pay the invoice within the allotted 45 days, results in a registration hold on day 46 directly with Highway Safety and Motor Vehicle agency in Tallahassee. (F.S. 320.03(8), F.S. 316.1001(4))



Process

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

- Vehicle Tag associated with Violation
- Hold Placed on Registration Renewal

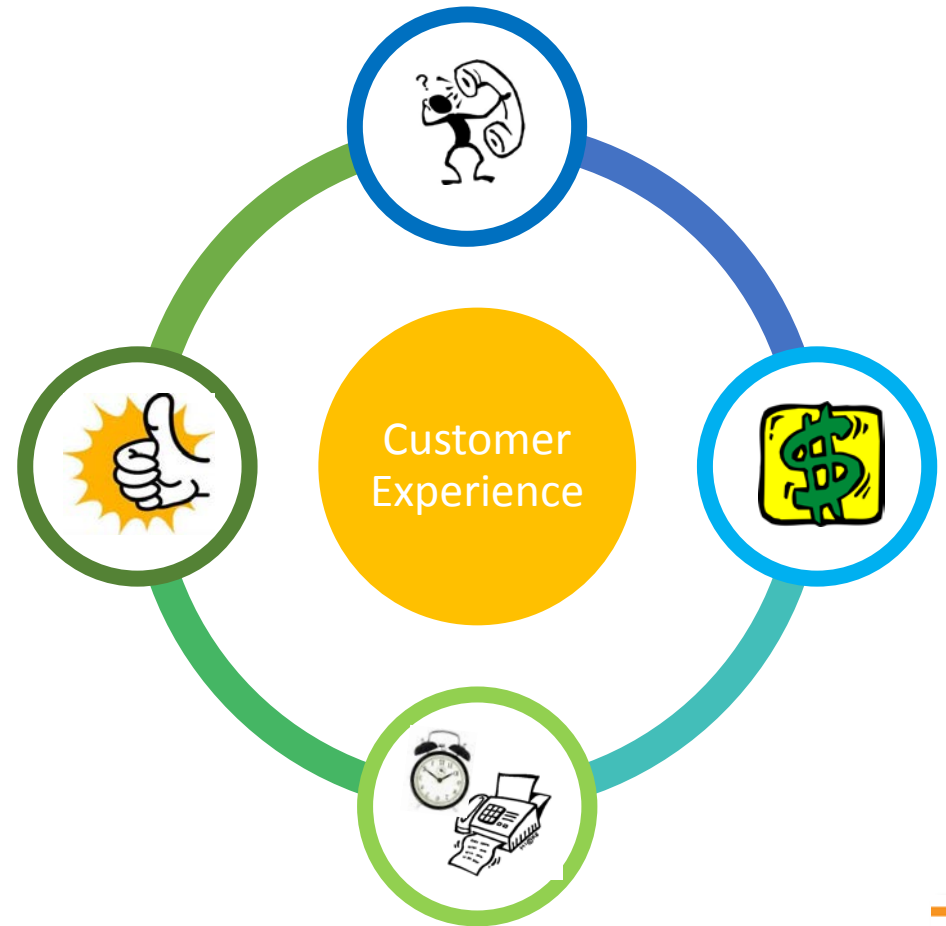
DAILY

FLORIDA
A SAFER
HIGHWAY SAFETY AND MOTOR VEHICLES

Previous Customer Experience



Tax Collector requires proof that tolls are paid in full before tag can be renewed



By The Numbers



190,000



195,000



21,000
Statewide



8,000





**PRIORITY:
CUSTOMER-DRIVEN
ORGANIZATION**

New Process

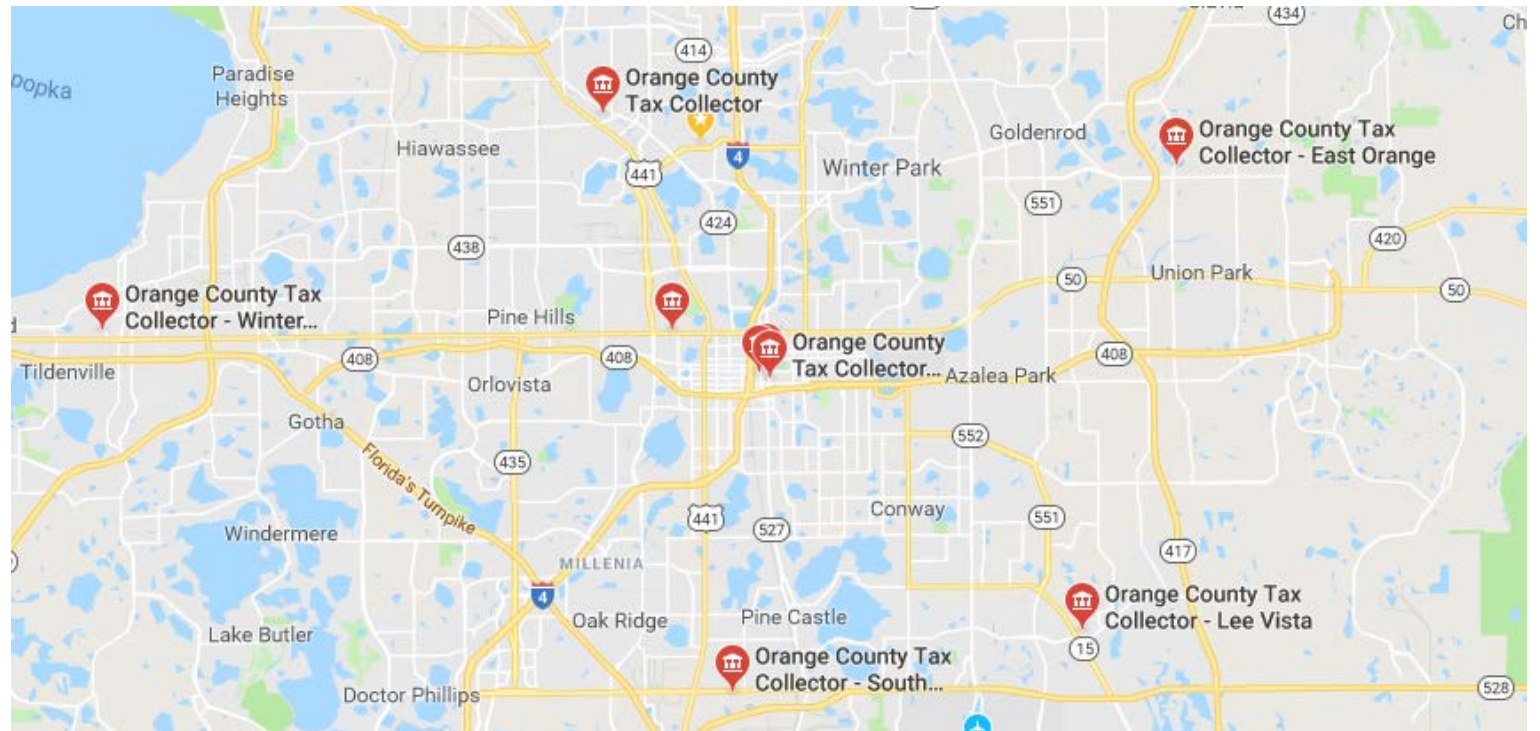


**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



Orange Co. Tax Collector Location Rollout

- **January 23rd** -Soft Rollout at Sand Lake location
- **January 24th** -Moved to the Downtown Orlando & West Colonial locations
- **February 1st**- Activated at all Orange County locations





Next Steps

- **Seminole and Brevard**
- **Lake and Osceola**
- **Other Statewide Opportunities**

The logo for the Central Florida Expressway Authority is centered in the upper half of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire image is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

A dark-colored SUV is driving on a highway, positioned in the lower-left quadrant of the image. The car is partially obscured by a dark horizontal bar that serves as a background for the 'Questions' text. The highway is situated beneath a concrete overpass structure.

Questions