

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
December 10, 2015  
9:00 a.m.**

**Meeting location: Osceola Heritage Park Exhibition Building  
1901 Chief Osceola Trail  
Kissimmee, FL 34744  
Kissimmee C Meeting Room**

**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 MINUTES (Action Item)**

1. November 12, 2015 Board Meeting
2. November 12, 2015 Board Workshop

**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. **SUPPLIER DIVERSITY DEPARTMENT PRESENTATION** – *Iranetta Dennis, Director of Supplier Diversity (Info. Item)*
2. **AMENDMENT TO FIVE-YEAR WORK PLAN (FY 2016-2020)** – *Glenn Pressimone, Director of Engineering (Action Item)*
3. **APPROVAL OF RESOLUTION AMENDING THE CFX CODE OF ETHICS TO REQUIRE FINANCIAL DISCLOSURE BY STANDING COMMITTEE MEMBERS** – *Joseph Passiatore, General Counsel (Action Item)*
4. **CONSIDERATION OF PROPOSALS TO PROVIDE CONTRACT ATTORNEY FOR RIGHT OF WAY ACQUISITION** – *Joseph Passiatore, General Counsel (Action Item)*

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

5. **APPROVAL OF APPOINTMENTS OF CITIZEN REPRESENTATIVES TO AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES** – *Chairman Welton Cadwell* (Action Item)
6. **ACCEPTANCE OF FY 2015 FINANCIAL STATEMENTS** – *Bill Blend, Moore Stephens Lovelace, P.A.* (Action Item)
7. **CFX STRATEGIC MULTIMODAL INVESTMENTS** – *Stephen Reich, Center for Urban Transportation Research* (Action Item)

## G. BOARD MEMBER COMMENT

## H. ADJOURNMENT

This meeting is open to the public.

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

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

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

# C. 1.

NOVEMBER 12, 2015  
BOARD MEETING MINUTES

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
November 12, 2015  
Location: CFX Boardroom**

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Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)  
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)  
Commissioner S. Scott Boyd, Orange County (Vice Chairman)  
Mayor Buddy Dyer, City of Orlando  
Commissioner Fred Hawkins, Jr., Osceola County  
Andria Herr, Gubernatorial Appointment  
Jay Madara, Gubernatorial Appointment  
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  
Darleen Mazzillo, Recording Secretary/Executive Assistant

**A. CALL TO ORDER**

The meeting was called to order at 9:00 a.m. by Chairman Welton Cadwell.

**B. PUBLIC COMMENT**

- 1) Sally Baptiste commented on the need for a State Constitutional Amendment to put an end to tolls in Florida.



**C. RECOGNITION OF COMMITTEE MEMBERS' SERVICE**

Chairman Cadwell recognized Barbara Lehman for her service on the Audit Committee and John Terwilliger and David May for their service on the Right of Way Committee.

**D. APPROVAL OF MINUTES**

**A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the October 8, 2015 Board Meeting as presented. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.**

**E. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval (Exhibit A).

**CONSTRUCTION & MAINTENANCE**

1. Approval of Geotech Consultants International, Inc. as Subconsultant for the Miscellaneous Construction Engineering and Inspection Services Contract with Target Engineering Group, Inc. – Contract No. 001054
2. Approval for award of contract to Gomez Construction Company for Design-Build Services for Backup Data Center – Contract No. 001122 (Contract Amount: \$1,947,162)
3. Authorization to advertise for construction bids for Systemwide Replacement of Retroreflective Pavement Markers – Project No. 599-736/Contract No. 001164
4. Approval of final ranking and authorization for fee negotiations with AECOM Technical Services, Inc. for Construction Engineering and Inspection Services for Wekiva Parkway Project No. 429-206/Contract No. 001089
5. Approval for award of contract to Ranger Construction Industries for SR 417 Milling and Resurfacing, Project No. 417-733/Contract No. 001119 (Contract Amount: \$18,513,580.17)
6. Approval of Construction Contract Modifications on the following contracts:

|                          |                              |                |
|--------------------------|------------------------------|----------------|
| a) Contract No. 599-729  | United Signs & Signals, Inc. | \$12,238.40    |
| b) Contract No. 417-731A | Preferred Materials, Inc.    | \$81,537.12    |
| c) Contract No. 599-620  | Traffic Solutions            | (\$165,033.60) |

FINANCE & ACCOUNTING

7. Approval of contract renewal with Public Financial Management, Inc. for Financial Advisor Services – Contract No. 000833 (Renewal Amount: \$350,000)
8. Approval of contract renewal with Moore Stephens Lovelace, P.A. for External Auditing Services – Contract No. 000841 (Renewal Amount: \$79,500)
9. Adoption of Revised Budget Policy and Resolution

INFORMATION TECHNOLOGY

10. Approval of contract renewal with Computer Aid, Inc. for Information Technology Services – Contract No. 000939 (Renewal Amount: \$125,000)
11. Approval of time extension and increase in purchase order amount with Convergent Technologies LLC for Maintenance of Security Access Control System (Purchase Order Increase Amount: \$26,953)

LEGAL

12. Approval of Settlement Agreement for the acquisition of Parcels 316A, 316B and 816 for construction of the Wekiva Parkway Project 429-206 (Total settlement amount: \$1,205,000)
  13. Approval of Partial Settlement for residential portion of Parcel 275, Wekiva Parkway Project 429-204 (Settlement Amount: \$249,964)
  14. Approval of Offer of Judgment for Parcel 130 Part A and B, Wekiva Parkway Project 429-202 (Offer of Judgment Amount: \$49,032)
  15. Approval of Negotiated Settlement of experts' fees and attorney's costs for Parcel 177, Wekiva Parkway Project 429-203 (Settlement Amount: \$44,639.22)
  16. Approval for increase in contract amount and extension of contract term with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. for acquisition of Parcels 197, 230, 257 and 267, Wekiva Parkway Project No. 429-203/Contract No. 000929 (Contract Increase: \$333,000)
  17. Approval of extension of contract with Winderweedle, Haines, Ward & Woodman, P.A. through February 27, 2016 for right of way counsel services pursuant to Contract No. 000427 (No additional funding)
  18. Approval of settlement of attorney's fees in the amount of \$33,660 and expert fees and costs in the amount of \$10,046.11 for Parcel 217, Wekiva Parkway Project No. 429-203
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PUBLIC AFFAIRS

19. Approval for award of contract to Alcalde & Fay for Federal Advocacy Services – Contract No. 001121 (Contract Amount: \$210,000)

SPECIAL PROJECTS

20. Approval of waiver of Procurement Policy requirement for prior approval of purchase orders for Toll System Replacement Project

TOLL OPERATIONS

21. Approval of Memorandum of Understanding with the Florida Department of Highway Safety and Motor Vehicles for Driver License and/or Motor Vehicle Data Exchange

TRAFFIC OPERATIONS

22. Approval for award of contract to SICE, Inc. for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation – Contract No. 001126 (Contract Amount: \$1,961,471.48)
23. Authorization to execute Cooperative Purchase Agreement with Traffic Control Devices, Inc. for installation of SunPass signs – Contract No. 001162 (Contract Amount: \$192,025)

Consent Agenda item #8 was pulled for a separate vote and #9 was pulled for further discussion.

**A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve the Consent Agenda with the exception of #8 and #9. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.**

**A motion was made by Commissioner Hawkins and seconded by Commissioner Carey to approve Consent Agenda #8 as presented. The motion carried with seven (7) members voting AYE by voice vote; Mayor Jacobs was not present and Ms. Herr abstained from voting because Moore Stephens Lovelace is a client (Memorandum of Voting Conflict Form 8B attached as Exhibit "B").**

**A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve Consent Agenda #9 with the caveat that any internal budget transfers will be provided as an informational item to the Board. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.**

## **F. REPORTS**

### **1. CHAIRMAN'S REPORT**

- Chairman Cadwell reported that the Request for Proposals for the General Engineering Consultant has been published.
- Chairman Cadwell, Laura Kelley and Michelle Maikisch went to Tallahassee to meet with the House Speaker, Senate President and other members of the legislature regarding the CFX Glitch Bill and other activities relating to CFX.
- Chairman Cadwell asked the gubernatorial appointees to submit names for citizen representatives to serve on the four CFX Committees in time for the December 10 Board meeting. Mr. Scheeringa asked about the disclosure requirements for the citizen representatives. General Counsel Joseph Passiatore explained that he has requested and received an opinion from the Florida Commission on Ethics regarding the requirement of committee members to file Form 1. The Commission opined that pursuant to State Law it is not required, however the local governmental entity has the latitude to require it. Mr. Passiatore is planning to bring a revision to the Ethics Code at the December Board meeting which would require all the committee members to file Form 1.
- Chairman Cadwell mentioned that a compilation of the General Counsel evaluations has been placed on the dais, for the Board's information.

### **2. TREASURER'S REPORT**

Commissioner Carey reported that toll revenues for September were \$28,866,429 which is 13% above projections and 12% above prior year. CFX's total revenues were \$31.1 million for the month.

Total OM&A expenses were \$4.6 million for the month and \$10.5 million year-to-date, which is 16% under budget.

After debt service the total net revenue available for projects was \$14.6 million for September and \$48 million year-to-date.

### **3. EXECUTIVE DIRECTOR'S REPORT**

Laura Kelley provided the Executive Director's Report in written form (Exhibit "C").

In addition, she reported on the following:

- The performance dashboard will continue to evolve with Board member input. She pointed out some of the statistics in the dashboard.
- She thanked Noranne Downs for her help in expediting the Declaration of Surplus Property for All Aboard Florida so we can close before the end of the year.

- Commissioner Carey gave an update on the conversation with Secretary Boxold to discuss the purchase and/or swap of SR 417 and SR 429 in Seminole and Osceola Counties. The Secretary has agreed to continue discussions. Ben Watkins, Director of the Florida Division of Bond Finance, has agreed to meet in the near future.
- Director of Engineering Glenn Pressimone gave an update on the request by Commissioner Hawkins to take a look at the traffic conditions at the southbound exit ramp at SR 417/Narcoossee Road. Our data and observations confirm that there is a need to add an additional left turn lane. We have issued a work authorization through our miscellaneous design consultant contract to generate a concept and cost estimate.

**G. REGULAR AGENDA ITEMS**

**1. APPROVAL FOR AWARD OF CONTRACT AND LEASE AGREEMENT WITH URS ENERGY & CONSTRUCTION, INC. FOR TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES**

Director of Procurement Claude Miller reported on the hearing officer's recommended order to dismiss Faneuil's protest of the URS proposal. He also explained subsequent negotiations with URS for cost saving opportunities.

Board approval is requested to award the Toll Facilities Operations and Management Services to URS Energy & Construction, Inc. in the amount of \$67,274,165.81. This amount is \$2 million less than the original price proposal amount submitted by URS. The majority of the difference is due to a reduction in management fees and general and administrative costs negotiated between staff and URS. Board approval is also requested to enter into a Lease Agreement with URS Energy & Construction for space in the CFX Operations and Administration Building.

**A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve award of the Toll Facilities Operations and Management Services Contract to URS Energy & Construction, Inc. in the amount of \$67,274,165.81 and approval of the Lease Agreement with URS Energy & Construction, Inc. for space in the CFX Operations and Administration Building. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.**

**2. APPROVAL FOR AWARD OF CONTRACT TO SOUTHLAND CONSTRUCTION, INC. FOR WEKIVA PARKWAY PROJECT NO. 429-204**

Resident Engineer/Sr. Project Manager Don Budnovich presented information regarding Wekiva Parkway Project No. 429-204 (Systems Interchange at SR 429 and SR 453) and the procurement process which resulted in Southland Construction, Inc. as the lowest responsible and responsive bidder.

Board approval is requested for approval to award Wekiva Parkway Project No. 429-204 to Southland Construction, Inc. in the amount of \$79,625,302.60.

**A motion was made by Commissioner Boyd and seconded by Mr. Madara to approve award of Wekiva Parkway Project No. 429-204 to Southland Construction, Inc. in the amount of \$79,625,302.60. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.**

### **3. FURTHER ANALYSIS OF PROPOSAL TO ADD IN-HOUSE LEGAL SERVICES**

As directed by the Board last month, General Counsel Joseph Passiatore presented estimated cost comparisons for CFX in-house legal services vs. outside legal counsel expenses.

Questions/discussion took place regarding appraisers and expert witness costs, future work load, method for transition/reassignment of cases, variability/differential of settlements, mechanism to monitor success, analysis of Five-Year Work Plan to determine future work and cost of litigation.

The consensus was to explore the possibility of contracting with one attorney and associated support staff from Shutts and Bowen or Winderweede, Haines, Ward & Woodman assigned expressly to do condemnation work for CFX and to be located at CFX. The information will be brought back for the Board's consideration.

### **4. APPROVAL OF RESOLUTION DECLARING EXISTING CFX PROPERTY SURPLUS FOR CONVEYANCE OF EASEMENT TO ALL ABOARD FLORIDA**

General Counsel Joseph Passiatore requested Board approval of the following Resolutions relating to Project 528-1240 – SR 528 Multimodal Corridor:

- 1) Resolution Authorizing sale of Easements to All Aboard Florida – Operations, LLC (Exhibit "D")
- 2) Resolution Authorizing Sale of Fee Parcel to the Greater Orlando Aviation Authority (Exhibit "E")

**A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve adoption of the above two Resolutions regarding the SR 528 Multimodal Corridor, Project 528-1240 as presented. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.**

### **5. UPDATE ON WRONG-WAY DRIVING DETECTION SYSTEM**

Chief of Technology/Operations Corey Quinn gave an update on the Wrong-Way Driving Detection System.

Ongoing Activity:

- Construction of next 19 sites
  - Awarded to SICE, Inc. (\$1.9M)
  - Work to begin early 2016
- Seven sites under design using new technology
- CEI under procurement

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

**H. BOARD MEMBER COMMENT**

- 1) Commissioner Carey invited CFX Board members to attend ethics training for elected officials presented by Seminole County Attorney Brian Applegate on December 15 (subsequently changed to December 17) from 9:00 a.m. to 1:00 p.m. at the Seminole County Board Chambers.
- 2) Ms. Herr thanked CFX staff for their time to provide ride-alongs and educational sessions.
- 3) Commissioner Hawkins thanked CFX staff for looking into his request last month regarding the SR 417/Narcoossee Road Interchange.
- 4) Mr. Madara thanked CFX staff for their work on the performance dashboard. He also requested that staff provide the Board with an updated fiscal year forecast ahead of the Work Plan and long range planning. Ms. Kelley reported that our Traffic and Revenue Consultant will be prepared to give the Board an update at the beginning of the year.
- 5) Mr. Scheeringa made some suggestions for the performance dashboard.

**ADJOURNMENT**

The Chairman adjourned the meeting at 10:04 a.m.

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Commissioner Welton G. Cadwell  
Chairman  
Central Florida Expressway Authority

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Darleen Mazzillo  
Recording Secretary/Executive Assistant  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2015.

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

# C. 2.

NOVEMBER 12, 2015  
BOARD WORKSHOP MINUTES



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD WORKSHOP  
November 12, 2015  
Location: CFX Pelican Room

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Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)  
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)  
Commissioner S. Scott Boyd, Orange County (Vice Chairman)  
Commissioner Fred Hawkins, Jr., Osceola County  
Mayor Buddy Dyer, City of Orlando  
Andria Herr, Gubernatorial Appointment  
Jay Madara, Gubernatorial Appointment  
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  
Glenn Pressimone, Director of Engineering  
Darleen Mazzillo, Recording Secretary/Executive Assistant

**A. CALL TO ORDER**

The workshop was called to order at 10:20 a.m. by Chairman Welton Cadwell.

**B. PUBLIC COMMENT**

There were no comments from the public.

**C. MASTER PLAN PROCESS UPDATE**

Executive Director Laura Kelley explained that the purpose of the workshop today is to begin the dialogue for intermodal transportation for the future. She also talked about the upcoming workshop in December

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where Steve Reich of the Center for Urban Transportation Research will talk about what toll agencies around the country are doing regarding intermodal transportation opportunities.

Director of Engineering Glenn Pressimone gave an update on the Master Plan schedule. In January we expect to have the intermodal chapter incorporated in the draft document. The schedule shows a public workshop in March and ultimate Board approval in April.

### **TRANSIT RESEARCH PROJECT**

Mr. Gary Huttman, Deputy Executive Director of Metroplan Orlando, made a presentation regarding transit research. (Presentation attached as Exhibit "A")

### **D. INTERMODAL PARTNERS**

#### **All Aboard Florida**

Mr. Michael Reininger, President of All Aboard Florida, presented their new "Brightline" trains and gave an update on the project. (Presentation attached as Exhibit "B")

#### **Orlando International Airport**

Mr. Phil Brown, Executive Director of the Orlando International Airport, gave an overview of the airport expansion plans. (Presentation attached as Exhibit "C")

#### **SunRail**

Ms. Tawny Olore, Project Manager of SunRail, gave an update on the SunRail project. (Presentation attached as Exhibit "D")

(Mr. Madara left the meeting at this time.)

#### **Lake County Transit**

Ms. Dottie Keedy, Director of Community Services for Lake County, gave an overview of the LakeXpress Fixed-Route Services. (Presentation attached as Exhibit "E")

#### **LYNX**

Ms. Tiffany Holmer, Director of Government Affairs, gave an overview of LYNX services. (Presentation attached as Exhibit "F")

#### **University of Central Florida**

Mr. Bill Merck, Vice President of Administration and Finance and Mr. Mike Kilbride, Associate Director, gave an overview of the plans for UCF's downtown campus. (Presentation attached as Exhibit "G")

**E. BOARD MEMBER COMMENT**

There were no comments from the Board.

**F. ADJOURNMENT**

The Chairman adjourned the meeting at 12:10 p.m.

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Commissioner Welton G. Cadwell  
Chairman  
Central Florida Expressway Authority

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Darleen Mazzillo  
Recording Secretary/Executive Assistant  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2015.

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**D.**

Consent Agenda

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA December 10, 2015

### CONSTRUCTION & MAINTENANCE

1. Approval for award of contract to RS&H, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 417 Resurfacing from International Drive to Moss Park Road – Project No. 417-733/Contract No. 001131 (Contract Amount: \$1,850,000)
2. Approval of Construction Contract Modifications on the following contract:
  - a) Contract No. 429-203 Superior Construction Co. SE, LLC (\$23,720.25)
3. Approval of Final Ranking and Award of Contract for Miscellaneous Construction Engineering and Inspection (CEI) Services for Intelligent Transportation System Projects to Metric Engineering, Inc.- Contract No. 001158 (Contract Amount: Not-to-Exceed \$2,600,000)
4. Approval to increase the Maintenance Budget by \$169,000 to allow recruitment and hiring for the position of Director of Maintenance

### ENGINEERING

5. Approval of Supplemental Agreement No. 6 with Atkins North America, Inc. for Post Design Services for S.R. 429 (Wekiva Parkway) Systems Interchange – Project No. 429-204/Contract No. 000858 (Supplemental Agreement Amount: \$1,115,000)
6. Approval of Final Ranking and Authorization for Fee Negotiations with T.Y. Lin International for Professional Engineering Consultant Services for S.R. 528/S.R. 436 Bridge Deck Replacement – Project No. 528-130/Contract No. 001135

### EXECUTIVE

7. Approval of the October 28, 2015 Interlocal Agreement with the Lake-Sumter MPO for the limited purpose of accepting a non-voting ex-officio appointment to the governing Board
8. Approval of Update to Travel Policy
9. Approval to eliminate Policy Regarding Entertainment Expenses
10. Approval to eliminate Policy Regarding the Executive Director and Personnel Matters

### FINANCE & ACCOUNTING

11. Approval of contract renewal with PFM Asset Management LLC for Investment Advisor Services – Contract No. 000832 (Contract Amount: \$195,000)
12. Approval for Disposal of Inventory Items

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## INTERNAL AUDIT

13. Approval of ITS Security Review
14. Approval of PCI DSS 3.0 Gap Assessment

## LEGAL

15. Approval of settlement for the acquisition of Parcel 174 (Jackie D. Martin and Debora F. Martin) – Wekiva Parkway Project No. 203 (Settlement Amount: \$94,500)
16. Approval of settlement for the acquisition of Parcel 122 (Randy and Mary Sparks) – Wekiva Parkway Project No. 202 (Settlement Amount: \$197,327)
17. Approval of settlement for the acquisition of Parcel 123 (David Cipollone) – Wekiva Parkway Project No. 429-202 (Settlement Amount: \$168,314)
18. Approval of settlement for the acquisition of Parcel 150 (Orange County, Florida) – Wekiva Parkway Project 429-202 (Settlement Amount: \$739,800)
19. Approval of Property Access License Agreement with the Greater Orlando Aviation Authority for S.R. 528 Airport Plaza Demolition and Ramp Plaza Construction Project

## PROCUREMENT

20. Approval of Resolution Amending the Procurement Policy
21. Approval of Resolution Amending the Policy for Qualification of Contractors

## SPECIAL PROJECTS

22. Ratification of Executive Director Approval of Purchase Orders for Toll System Replacement Project:
  - a) CDWG Computer Center \$331,231.31 Cooperative Purch. Agr. – NJPA
  - b) Carousel Industries \$213,678.63 Cooperative Purch. Agr. - GSA

## TOLL OPERATIONS

23. Approval to purchase transponders

## TRAFFIC OPERATIONS

24. Approval of Purchase Order to Daktronics for Single Line Dynamic Message Signs (Purchase Order Amount: \$2,636,660)


**CONSENT AGENDA ITEM**

**#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: November 17, 2015

RE: Award of Contract for Construction Engineering and Inspection Services for  
S.R. 417 Resurfacing from International Drive to Moss Park Road  
Project No. 417-733; Contract No. 001131

At its meeting on October 8, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with RS&H, Inc. Those negotiations have been completed and Board award of the contract to RS&H, Inc. in the not-to-exceed amount of \$1,850,000.00 is requested.



# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
RS&H, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR  
S.R. 417 MILLING AND RESURFACING FROM  
INTERNATIONAL DRIVE TO MOSS PARK ROAD.**

**CONTRACT NO. 001131**

**CONTRACT DATE: DECEMBER 10, 2015  
CONTRACT AMOUNT: \$1,850,000.00**

**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**

**S.R. 417 MILLING AND RESURFACING FROM INTERNATIONAL DRIVE TO  
MOSS PARK ROAD**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**CONTRACT NO. 001131**

**DECEMBER 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**  
**Andria Herr, Member**  
**Jay Madara, Member**  
**S. Michael Scheeringa, Member**  
**Diane Guitierrez- Scaccetti, Non-Voting Advisor**

**Executive Director**

**Laura Kelley**

## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>                            | <u>Page</u>   |
|----------------|---|---------------|
| AG             | Agreement                               | AG-1 to AG-18 |
|                | Exhibit "A", Scope of Services          |               |
|                | Exhibit "B", Method of Compensation     |               |
|                | Exhibit "C", Details of Cost and Fees   |               |
|                | Exhibit "D", Project Organization Chart |               |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
CONTRACT NO. 001131**

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of December, 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 "CFX" and RS&H, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 301 East Pine Street, Suite 350, Orlando, Florida 32801.

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

**WITNESSETH:**

1.0 CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001131, S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road.

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

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

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

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

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

### 3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five year term from the date of the Notice to Proceed from CFX which includes the construction period of 13 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 15 months.

### 4.0 PROJECT SCHEDULE

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

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

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

#### 5.0 PROFESSIONAL STAFF

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

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

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

#### 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Contract No. 001131 including, but not necessarily limited to, milling and resurfacing of S.R. 417.

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 \$1,850,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

Records of costs incurred includes the CONSULTANT's general accounting records 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 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 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.

#### 10.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the

CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "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 CFX.

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all 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 its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to

suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's 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 CFX's Executive Director whose decision shall be final.

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

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 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.

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX 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 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 claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim as described in this section. CFX'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 CFX to the CONSULTANT of the claim. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from CFX 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 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.

#### 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, 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.

#### 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 CFX, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the

policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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 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.

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 CFX 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 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.

#### 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 CFX 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 CFX.

#### 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 CFX'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 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.

19.0 CONFLICT OF INTEREST

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

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

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 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 December 10, 2015.

**RS&H, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

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

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

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

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

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

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001131, S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road.

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

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

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

II. GENERAL REQUIREMENTS

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

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

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 13 months.

#### IV. SERVICES

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

##### A. General

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

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

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

##### B. Resident Inspection

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

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

##### C. Testing

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



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

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

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

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

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

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

D. Management Engineering Services

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

Services include, but are not limited to the following:

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

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

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

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

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

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

V. PERSONNEL

A. General Requirements

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

B. Personnel Qualifications

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

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

C. Staffing

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

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

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

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

D. Licensing for Equipment Operation

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

E. Personnel Training and Experience Standards

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

1. Resident Engineer/Sr. Project Engineer

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

2. Project Engineer/Project Administrator

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

3. Office Engineer/Contract Support Specialist

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

4. Senior Inspector (Roadway/Bridge)

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

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

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

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

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

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

## VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

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

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



- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

#### VIII. LIAISON

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

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

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

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

#### IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

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

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

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

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

#### X. SUBCONSULTANT SERVICES

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

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

XI. OTHER SERVICES

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

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

XII. POST CONSTRUCTION CLAIMS REVIEW

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

END OF SCOPE

**EXHIBIT B**

**METHOD OF COMPENSATION**

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

**Central Florida Expressway Authority**  
**Project No. 417-733**  
**Contract No. 001131**

**1.0 PURPOSE**

This Exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in Exhibit "A" (Scope of Service) and method by which payments shall be made.

**2.0 COMPENSATION**

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this Agreement, CFX will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$1,850,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in Exhibit "A" and quantified in Exhibit "C".

**2.1 SUMMARY OF COMPENSATION**

The Total Maximum Limiting Amount will consist of the following:

- Salary Related Costs (Limiting Amount) (Field Services) A limiting amount for salary related costs including salary and wages for "straight time", "straight overtime", and applicable administrative overhead and payroll burden costs. (This will include reimbursement for premium overtime only for those firms that account for this expense as part of their contract overhead.) The amounts for the Consultant and Sub-Consultant is as follows:

|  |                 |
|--|-----------------|
|  | \$ 1,200,792.62 |
|--|-----------------|

- Premium Overtime (Limiting Amount) Compensation for premium overtime costs are provided only for firms that do not account reimbursement through their overhead rate (at the time of execution of this contract) or for firms that have had their field overhead rate capped at 120% or for firms that allocate this to the FDOT direct expense rate because such rate is not reimbursed as part of this contract.

|  |         |
|--|---------|
|  | \$ 0.00 |
|--|---------|

- Fixed Fee/Operating Margin.(Field Services )

|                                   |               |
|-----------------------------------|---------------|
| RS&H (Lump Sum)                   | \$ 126,311.93 |
| Sub-Consultants (Limiting Amount) | \$ 17,783.18  |

• Direct Project Expenses (As Identified)

|   |              |
|---|--------------|
| Office Setup and Rent (Allowance)   | \$ 29,775.71 |
| Office Supplies, Utilities, Tools, Equip (Lump Sum) RS&H  | \$ 26,060.45 |
| PiCS  | \$ 1,414.11  |
| Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 165 hrs. per month of vehicle presence on the jobsite.) | \$ 99,279.77 |
| RS&H  | \$7.14       |
| PiCS  | \$5.81       |

A limiting amount for Subconsultants for Engineering, Off-Site Plant Inspection, Geotechnical, Material Testing, and Surveying Services.

|                                     |               |
|-------------------------------------|---------------|
| (Asphalt Testing Services) Page One | \$ 149,540.00 |
|-------------------------------------|---------------|

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; no escalation of salaries has been included and therefore have included a contingency to be expended at the sole discretion and prior authorization of CFX

|                         |               |
|-------------------------|---------------|
| Contingency (Allowance) | \$ 199,042.23 |
|-------------------------|---------------|

## 2.2 DETAILS OF COMPENSATION

### LUMP SUM AMOUNTS

#### Project Expenses (Lump Sum)

The CONSULTANT will receive monthly progress payments as follows: Month 1 @ \$5,212.07, Months 2 – 15 will be paid in equal installments of \$1,489.17 per month. SUBCONSULTANT will receive one Lump Sum payment of \$1,414.11 in Month 1. Unless otherwise agreed upon by CFX, project expenses will be paid beginning on the 1<sup>st</sup> month the Consultant's field office for this project is established and operational.

#### Operating Margin (Lump Sum)

The CONSULTANT will receive progress payments based on a percentage determined from the ratio of "salary costs to date" divided by the corresponding "salary costs (limiting amount)". Any unbilled lump sum amount, provided project is completed to the satisfaction of CFX, will be made on final billing.

### LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, CFX will compensate the CONSULTANT for all reasonable, allocable and allowable costs incurred in the categories

defined below. The reasonableness, allocability and allowability of compensation sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations: Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State law.

Salary Related Costs (Limiting Amount)

Subject to the established limiting amounts, the CONSULTANT will receive progress payments for direct salaries and wages for actual time expended by personnel in the performance of authorized work during the billing period at their actual salary rates or such lower rate as determined in the detail of cost and fees, or as limited by CFX.

Direct salaries and wages include both straight time payments and all overtime payments made to an employee based on a forty-hour (40) work week. CFX requires that project hours worked by the Resident Engineer, Project Engineer, and Engineer of Administrative Services (Contract Support Specialist and Contract Administrator) be worked during normal business hours, i.e., between 7:00 am and 6:00 pm Monday through Friday. CFX shall not pay CONSULTANT for hours worked by these employees outside of normal business hours unless either: (1) documented project conditions made such work outside of normal business hours necessary; or, (2) said CONSULTANT employees obtained prior written permission from CFX to work outside of normal business hours.

Overtime costs will be divided into straight overtime and premium overtime costs. Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. Premium overtime cost is the portion of overtime compensation paid in excess of the regular hourly rate. Straight overtime and premium overtime may be authorized for Senior Inspectors, Inspectors and Inspector's Aides only; as well as field engineers (PDA), and technicians.

Administrative overhead and fringe benefit costs will be applied to approved straight time salary and wage costs as shown in Exhibit "C." Straight time is the amount paid an employee excluding any premium overtime costs.

Sub-consultant Inspection, Engineering, Material Testing, and Environmental Services (Limiting Amount)

Subject to the established limiting amount, the CONSULTANT will be compensated for these services based upon the billing rates as provided in Exhibit "C."

## ALLOWANCE AMOUNT ELEMENTS

### Contingency (Allowance Amount)

Subject to prior task approval from CFX and the established allowance amount, the CONSULTANT will be compensated for these services based upon rates agreed to prior to the performance of the task.

### **3.0 INVOICING PROCEDURE**

The CONSULTANT will be eligible for progress payments under this Contract at intervals not less than monthly.

Invoices for this agreement will be prepared by the CONSULTANT in the form and quantity acceptable to CFX. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to CFX. If required by CFX, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system.

### **4.0 RATE ESCALATION PROVISION**

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by CFX, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, CFX will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiations of that rate may occur if both parties agree to do so.

END OF SECTION



**EXHIBIT C**

**DETAILS OF COSTS AND FEES**

## RS&H

### SUMMARY OF LABOR RELATED COSTS

|   |           |                     |
|---|-----------|---------------------|
| Salary Costs                              | \$        | 460,845.33          |
| Straight Overtime (10%)                   | \$        | 23,264.24           |
| Field Office Overhead (117.43%)           | \$        | 568,489.87          |
| Subtotal                                  | \$        | 1,052,599.44        |
| Operating Margin (12%)                    | \$        | 126,311.93          |
| Overtime Premium                          | \$        | -                   |
| <b>RS&amp;H Total Labor Related Costs</b> | <b>\$</b> | <b>1,178,911.37</b> |

### SUMMARY OF EXPENSES RELATED COSTS

|   |           |                     |
|---|-----------|---------------------|
| RS&H Allowance Expenses                         | \$        | 29,775.71           |
| RS&H Lump Sum Expenses                          | \$        | 26,060.45           |
| RS&H Vehicle and Mobile Communications Expenses | \$        | 82,025.62           |
| <b>RS&amp;H Total Expense Related Costs</b>     | <b>\$</b> | <b>137,861.78</b>   |
| (Check expenses versus 23.70% FDOT Rate)        | \$        | 111,345.20          |
| <b>RS&amp;H Grand Total</b>                     | <b>\$</b> | <b>1,316,773.15</b> |

## PI Consulting Services

### SUMMARY OF LABOR RELATED COSTS

|                                     |           |                   |
|-------------------------------------|-----------|-------------------|
| Salary Costs                        | \$        | 63,033.30         |
| Straight Overtime (10%)             | \$        | 6,303.33          |
| Field Office Overhead (113.73%)     | \$        | 78,856.55         |
| Subtotal                            | \$        | 148,193.18        |
| Operating Margin (12%)              | \$        | 17,783.18         |
| Overtime Premium                    | \$        | -                 |
| <b>PI Total Labor Related Costs</b> | <b>\$</b> | <b>165,976.36</b> |

### SUMMARY OF EXPENSES RELATED COSTS

|  |           |                   |
|--|-----------|-------------------|
| PI Lump Sum Expenses                         | \$        | 1,414.11          |
| PI Vehicle and Mobile Communication Expenses | \$        | 17,254.15         |
| <b>PI Total Expense Related Costs</b>        | <b>\$</b> | <b>18,668.26</b>  |
| (Check expenses versus 11.20% FDOT Rate)     | \$        | 7,765.70          |
| <b>PI Consulting Services Grand Total</b>    | <b>\$</b> | <b>184,644.62</b> |

## Page One Consulting Services

### SUMMARY OF LABOR RELATED COSTS

|                                    |    |            |
|------------------------------------|----|------------|
| Salary Costs                       | \$ | 147,840.00 |
| Subtotal                           | \$ | 147,840.00 |
| Page One Total Labor Related Costs | \$ | 147,840.00 |

### SUMMARY OF EXPENSES RELATED COSTS

|   |           |                   |
|---|-----------|-------------------|
| Page One Lab Testing Expenses Allowance         | \$        | 1,700.00          |
| <b>Page One Consulting Services Grand Total</b> | <b>\$</b> | <b>149,540.00</b> |

### DBE Calculation

|  |    |              |
|--|----|--------------|
| RS&H Grand Total                         | \$ | 1,316,773.15 |
| PI Consulting Services Grand Total       | \$ | 184,644.62   |
| Page One Consulting Services Grand Total | \$ | 149,540.00   |
| Contingency                              | \$ | 199,042.23   |
| Project Grand Total                      | \$ | 1,850,000.00 |
| PI Consulting %                          |    | 11.2%        |
| Page One %                               |    | 9.1%         |
| Total DBE %                              |    | 20.2%        |

|  |       |
|--|-------|
| CEI Cost Compared to \$25,598,250.12 Eng Est | 7.23% |
|--|-------|

Central Florida Expressway Authority  
 CEI Consultant Work and Fee Estimate  
 CFX Project No. 417-733  
 RS&H, Inc.

RS&H, Inc.

| REFERENCE DOCUMENT                        | ITEM | PAGE | DESCRIPTION                                 | QUANTITY | UNIT PRICE  | COST        | TAX 6.50% | SALVAGE % | Value | TOTAL COST          |
|---|------|------|---|----------|-------------|-------------|-----------|-----------|-------|---------------------|
| <b>OFFICE SET UP AND RENT (ALLOWANCE)</b> |      |      |   |          |             |             |           |           |       |                     |
| Estimated                                 | 1    | N/A  | Mobilization, Office Setup, Moving Expenses | 1        | \$ 1,000.00 | \$ 1,000.00 |           |           |       | \$ 1,000.00         |
| Per CFX                                   | 2    | N/A  | Monthly Office Rent                         | 15       | \$ 650.00   | \$ 9,750.00 | \$ 633.75 |           |       | \$ 10,383.75        |
| Per CFX                                   | 3    | N/A  | Office Tear-down at completion              | 1        | \$ 2,900.00 | \$ 2,900.00 |           |           |       | \$ 2,900.00         |
| Estimated                                 | 4    | N/A  | Electrical Service - Activation             | 1        | \$ 50.00    | \$ 50.00    |           |           |       | \$ 50.00            |
| Estimated                                 | 5    | N/A  | Water & Sewer Service - Activation          | 1        | \$ 50.00    | \$ 50.00    |           |           |       | \$ 50.00            |
| COM-1                                     | 6    | 3-23 | Internet / Telephone Service - Install      | 1        | \$ 199.00   | \$ 199.00   | \$ 12.94  |           |       | \$ 211.94           |
| JJ-1                                      | 7    | 3-12 | Security System Installation                | 1        | \$ 125.00   | \$ 125.00   | \$ 8.13   |           |       | \$ 133.13           |
| ST-1                                      | 8    | 3-81 | Straight Desk                               | 6        | \$ 268.99   | \$ 1,613.94 | \$ 104.91 |           |       | \$ 1,718.85         |
| ST-1                                      | 9    | 3-80 | Corner Desk                                 | 3        | \$ 344.99   | \$ 1,034.97 | \$ 67.27  |           |       | \$ 1,102.24         |
| ST-1                                      | 10   | 3-80 | Conference Table                            | 1        | \$ 705.99   | \$ 705.99   | \$ 45.89  |           |       | \$ 751.88           |
| ST-1                                      | 11   | 3-79 | Book Shelves                                | 5        | \$ 109.99   | \$ 549.95   | \$ 35.75  |           |       | \$ 585.70           |
| ST-1                                      | 12   | 3-80 | 4 Drawer File Cabinet                       | 3        | \$ 196.99   | \$ 590.97   | \$ 38.41  |           |       | \$ 629.38           |
| ST-1                                      | 13   | 3-80 | Chairs (pack of 4, 16 total chairs)         | 4        | \$ 117.79   | \$ 471.16   | \$ 30.63  |           |       | \$ 501.79           |
| ST-1                                      | 14   | 3-80 | Desk Chairs                                 | 9        | \$ 86.59    | \$ 779.31   | \$ 50.66  |           |       | \$ 829.97           |
| ST-1                                      | 15   | 3-79 | Supply Cabinet                              | 1        | \$ 159.99   | \$ 159.99   | \$ 10.40  |           |       | \$ 170.39           |
| ST-1                                      | 16   | 3-80 | Folding Tables                              | 3        | \$ 99.99    | \$ 299.97   | \$ 19.50  |           |       | \$ 319.47           |
| ST-1                                      | 17   | 3-79 | 2 Drawer File Cabinet                       | 6        | \$ 149.99   | \$ 899.94   | \$ 58.50  |           |       | \$ 958.44           |
| KUA-1                                     | 18   | 3-49 | Electrical Service - Monthly                | 15       | \$ 217.18   | \$ 3,257.70 |           |           |       | \$ 3,257.70         |
| KUA-1                                     | 19   | 3-49 | Water & Sewer Service - Monthly             | 15       | \$ 51.10    | \$ 766.50   |           |           |       | \$ 766.50           |
| COM-1                                     | 20   | 3-23 | Internet / Telephone Service - Monthly      | 15       | \$ 142.85   | \$ 2,142.75 | \$ 139.28 |           |       | \$ 2,282.03         |
| G-1                                       | 21   | 3-41 | Network Wiring / Installation               | 1        | \$ 1,100.99 | \$ 1,100.99 | \$ 71.56  |           |       | \$ 1,172.55         |
| <b>Total RS&amp;H Allowance Expenses</b>  |      |      |   |          |             |             |           |           |       | <b>\$ 29,775.71</b> |

**RS&H, Inc.**

| REFERENCE DOCUMENT                | ITEM | PAGE | DESCRIPTION             | QUANTITY | UNIT PRICE | COST        | TAX 6.50% | SALVAGE % | Value | TOTAL COST  |
|-----------------------------------|------|------|-------------------------|----------|------------|-------------|-----------|-----------|-------|-------------|
| <b>OFFICE SUPPLIES (LUMP SUM)</b> |      |      |                         |          |            |             |           |           |       |             |
| ST-1                              | 22   | 3-77 | Fire Extinguisher       | 2        | \$ 61.99   | \$ 123.98   | \$ 8.06   |           |       | \$ 132.04   |
| ST-1                              | 23   | 3-78 | First Aid Kit           | 1        | \$ 24.29   | \$ 24.29    | \$ 1.58   |           |       | \$ 25.87    |
| ST-1                              | 24   | 3-79 | Waste Basket - Small    | 8        | \$ 9.29    | \$ 74.32    | \$ 4.83   |           |       | \$ 79.15    |
| ST-1                              | 25   | 3-79 | Garbage Can - Large     | 2        | \$ 14.29   | \$ 28.58    | \$ 1.86   |           |       | \$ 30.44    |
| ST-1                              | 26   | 3-81 | Dry Erase Board         | 4        | \$ 179.99  | \$ 719.96   | \$ 46.80  |           |       | \$ 766.76   |
| ST-1                              | 27   | 3-78 | Plunger                 | 2        | \$ 6.49    | \$ 12.98    | \$ 0.84   |           |       | \$ 13.82    |
| ST-1                              | 28   | 3-78 | Toilet Brush            | 2        | \$ 8.79    | \$ 17.58    | \$ 1.14   |           |       | \$ 18.72    |
| Negotiated                        | 29   | N/A  | Monthly Office Supplies | 15       | \$ 200.00  | \$ 3,000.00 | \$ 195.00 |           |       | \$ 3,195.00 |
| Subtotal                          |      |      |                         |          |            |             |           |           |       | \$ 4,261.80 |

| <b>UTILITIES (LUMP SUM)</b> |    |      |                            |    |          |             |  |  |  |             |
|-----------------------------|----|------|----------------------------|----|----------|-------------|--|--|--|-------------|
| JS-1                        | 30 | 3-19 | Janitorial Service         | 15 | \$ 70.00 | \$ 1,050.00 |  |  |  | \$ 1,050.00 |
| JJ-1                        | 31 | 3-11 | Security System Monitoring | 15 | \$ 39.95 | \$ 599.25   |  |  |  | \$ 599.25   |
| Subtotal                    |    |      |                            |    |          |             |  |  |  | \$ 1,649.25 |

| <b>ELECTRONIC EQUIPMENT AND SOFTWARE (LUMP SUM)</b> |    |      |  |    |             |             |           |        |             |              |
|---|----|------|--|----|-------------|-------------|-----------|--------|-------------|--------------|
| ARC-1   | 32 | 3-36 | Ricoh Copier - Includes paper and toner  | 15 | \$ 353.65   | \$ 5,304.75 | \$ 344.81 |        |             | \$ 5,649.56  |
| ST-1  | 33 | 3-78 | iPad                                     | 6  | \$ 509.00   | \$ 3,054.00 | \$ 198.51 | 40.00% | \$ 305.40   | \$ 1,951.51  |
| ST-1  | 34 | 3-78 | iPad Case w/Keyboard                     | 6  | \$ 99.99    | \$ 599.94   | \$ 39.00  |        |             | \$ 638.94    |
| CDW-1   | 35 | 3-18 | Lenovo T440s w/ Docking Station          | 3  | \$ 1,395.23 | \$ 4,185.69 | \$ 272.07 | 40.00% | \$ 837.14   | \$ 2,674.66  |
| CX-1  | 36 | 3-17 | Cisco 7941 Desk VOIP Phones              | 5  | \$ 119.00   | \$ 595.00   | \$ 38.68  | 40.00% | \$ 71.40    | \$ 380.21    |
| IS-2  | 37 | 3-15 | Cisco ASA 5505 Firewall                  | 1  | \$ 523.90   | \$ 523.90   | \$ 34.05  |        |             | \$ 557.95    |
| BB-3  | 38 | 3-20 | Microsoft Wireless Keyboard/Mouse        | 3  | \$ 45.95    | \$ 137.85   | \$ 8.96   |        |             | \$ 146.81    |
| BB-3  | 39 | 3-20 | Dell 19" Display Monitor                 | 6  | \$ 132.02   | \$ 792.12   | \$ 51.49  | 40.00% | \$ 79.21    | \$ 506.15    |
| BB-3  | 40 | 3-20 | Surge Protectors - small                 | 7  | \$ 7.99     | \$ 55.93    | \$ 3.64   |        |             | \$ 59.57     |
| BB-3  | 41 | 3-20 | Surge Protector w/ Battery Backup        | 1  | \$ 159.99   | \$ 159.99   | \$ 10.40  |        |             | \$ 170.39    |
| CDW-2   | 42 | 3-10 | File server computer                     | 1  | \$ 1,962.08 | \$ 1,962.08 | \$ 127.54 | 40.00% | \$ 1,177.25 | \$ 1,253.77  |
| BB-2  | 43 | 3-40 | Olympus WS-821 Digital Voice Recorder    | 1  | \$ 84.99    | \$ 84.99    | \$ 5.52   |        |             | \$ 90.51     |
| IS-1  | 44 | 3-13 | Cisco Meraki MR 26 Wireless Access Point | 1  | \$ 681.38   | \$ 681.38   | \$ 44.29  | 40.00% | \$ 408.83   | \$ 435.40    |
| IS-1  | 45 | 3-13 | Cisco Meraki Enterprise Cloud Controller | 1  | \$ 186.00   | \$ 186.00   | \$ 12.09  | 40.00% | \$ 111.60   | \$ 118.85    |
| Subtotal  |    |      |  |    |             |             |           |        |             | \$ 14,634.28 |

| <b>FIELD EQUIPMENT, TOOLS, SUPPLIES (LUMP SUM)</b> |    |      |  |   |             |             |           |        |             |             |
|--|----|------|--|---|-------------|-------------|-----------|--------|-------------|-------------|
| AS-1   | 46 | 3-37 | Field Books                              | 5 | \$ 19.50    | \$ 97.50    | \$ 6.34   |        |             | \$ 103.84   |
| HD-1   | 47 | 3-46 | Flashlights                              | 6 | \$ 29.88    | \$ 179.28   | \$ 11.65  |        |             | \$ 190.93   |
| ST-1   | 48 | 3-77 | Hard Hats                                | 6 | \$ 26.19    | \$ 157.14   | \$ 10.21  |        |             | \$ 167.35   |
| ST-1   | 49 | 3-77 | Vests                                    | 6 | \$ 25.59    | \$ 153.54   | \$ 9.98   |        |             | \$ 163.52   |
| ST-1   | 50 | 3-77 | Hearing Protection (box of 100 each)     | 1 | \$ 18.29    | \$ 18.29    | \$ 1.19   |        |             | \$ 19.48    |
| ST-1   | 51 | 3-77 | Safety Glasses                           | 6 | \$ 2.89     | \$ 17.34    | \$ 1.13   |        |             | \$ 18.47    |
| HD-1   | 52 | 3-46 | Work Gloves                              | 6 | \$ 9.99     | \$ 59.94    | \$ 3.90   |        |             | \$ 63.84    |
| HD-1   | 53 | 3-46 | Marking Spray Paint - case               | 6 | \$ 80.28    | \$ 481.68   | \$ 31.31  |        |             | \$ 512.99   |
| BB-1   | 54 | 3-39 | GPS - Handheld                           | 1 | \$ 538.51   | \$ 538.51   | \$ 35.00  | 40.00% | \$ 323.11   | \$ 344.11   |
| HD-1   | 55 | 3-46 | Smart Level                              | 2 | \$ 129.70   | \$ 259.40   | \$ 16.86  |        |             | \$ 276.26   |
| HD-1   | 56 | 3-46 | Measuring Tape - 30 FT                   | 6 | \$ 25.47    | \$ 152.82   | \$ 9.93   |        |             | \$ 162.75   |
| HD-1   | 57 | 3-45 | Measuring Wheel                          | 3 | \$ 72.07    | \$ 216.21   | \$ 14.05  |        |             | \$ 230.26   |
| HD-1   | 58 | 3-45 | Rain Gauge                               | 1 | \$ 19.98    | \$ 19.98    | \$ 1.30   |        |             | \$ 21.28    |
| HD-1   | 59 | 3-45 | Shovel                                   | 3 | \$ 14.97    | \$ 44.91    | \$ 2.92   |        |             | \$ 47.83    |
| Trox-1   | 60 | 3-88 | Troxler Nuclear Gauge                    | 1 | \$ 7,609.32 | \$ 7,609.32 | \$ 494.61 | 75.00% | \$ 1,902.33 | \$ 2,025.98 |
| SC-1   | 61 | 3-76 | Aluminum Straightedge 10 ft              | 1 | \$ 184.88   | \$ 184.88   | \$ 12.02  |        |             | \$ 196.90   |
| AS-1   | 62 | 3-37 | Asphalt Thermometer (box of 12)          | 1 | \$ 456.36   | \$ 456.36   | \$ 29.66  |        |             | \$ 486.02   |
| HD-2   | 63 | 3-48 | Digital Thermometer                      | 6 | \$ 39.97    | \$ 239.82   | \$ 15.59  |        |             | \$ 255.41   |
| AS-2   | 64 | 3-16 | Sample Bags - 100 pack                   | 1 | \$ 76.00    | \$ 76.00    | \$ 4.94   |        |             | \$ 80.94    |
| BB-2   | 65 | 3-40 | Sony Handycam CS405 Digital Video Camera | 1 | \$ 229.99   | \$ 229.99   | \$ 14.95  | 40.00% | \$ 137.99   | \$ 146.96   |
| Subtotal   |    |      |  |   |             |             |           |        |             | \$ 5,515.12 |

**Total RS&H Lump Sum Expenses \$ 26,060.45**

**Lease, License, & Insurance**

| Vehicle                 | Monthly   |         |           |
|-------------------------|-----------|---------|-----------|
|                         | Lease     | License | Insurance |
| Dodge Ram 1500 Crew Cab | \$ 558.00 | \$5.51  | \$ 124.67 |
| Dodge Ram 1500 Quad Cab | \$ 558.00 | \$5.51  | \$ 124.67 |
| Nissan Frontier         | \$ 353.00 | \$5.51  | \$ 124.67 |

**Operation and Maintenance (note, above lease amounts include maintenance)**

| Item                   | Cost/Mile | Assumption  |
|------------------------|-----------|---|
| Fuel (Dodge Ram)       | \$ 0.1256 | 16 mpg with price of \$2.01 per gallon            |
| Fuel (Nissan Frontier) | \$ 0.1058 | 19 mpg with price of \$2.01 per gallon            |
| Service                | \$ 0.0104 | Service at 4,000 mile interval at cost of \$41.50 |
| Tuneup                 | \$ 0.0104 | at 60,000 intervals at a cost of \$625            |
| Tires                  | \$ 0.0203 | Replacement at 30,000 miles at a cost of \$609    |
| Brakes                 | \$ 0.0050 | Replace pads at 40,000 at a cost of \$199         |
| Other                  | \$ 0.0100 | Allow \$100 per 10,000 miles                      |

MPG from US Dept of Energy, Fuel price from AAA  
MPG from US Dept of Energy, Fuel price from AAA

Total (Dodge Ram) \$ 0.1817  
Total (Nissan Frontier) \$ 0.1619

| Dodge Ram 1500 Crew Cab |             | Monthly Mileage | Months | O&M       | Lease       | Lic & Ins | Cost        |
|-------------------------|-------------|-----------------|--------|-----------|-------------|-----------|-------------|
| Resident Engineer       | Bill Downey | 500             | 7.2    | \$ 654.12 | \$ 4,017.60 | \$ 937.30 | \$ 5,609.02 |

| Dodge Ram 1500 Quad Cab |                    | Monthly Mileage | Months | O&M         | Lease       | Lic & Ins   | Cost         |
|-------------------------|--------------------|-----------------|--------|-------------|-------------|-------------|--------------|
| Project Administrator   | Arnaldo Larrazabal | 1000            | 14.2   | \$ 2,580.14 | \$ 7,923.60 | \$ 1,848.56 | \$ 12,352.30 |
| Senior Inspector        | Ray Budd           | 1000            | 14.2   | \$ 2,580.14 | \$ 7,923.60 | \$ 1,848.56 | \$ 12,352.30 |
| Senior Inspector        | Sean Nazari        | 1000            | 14     | \$ 2,543.80 | \$ 7,812.00 | \$ 1,822.52 | \$ 12,178.32 |
| Senior Inspector        | Mike Sweinhagen    | 1000            | 10     | \$ 1,817.00 | \$ 5,580.00 | \$ 1,301.80 | \$ 8,698.80  |
|                         |                    |                 |        |             |             |             | \$ 45,581.72 |

| Nissan Frontier |              | Monthly Mileage | Months | O&M         | Lease       | Lic & Ins   | Cost        |
|-----------------|--------------|-----------------|--------|-------------|-------------|-------------|-------------|
| Inspector       | Craig Parris | 1000            | 10     | \$ 1,619.00 | \$ 3,530.00 | \$ 1,301.80 | \$ 6,450.80 |

Vehicle Totals 69.6 \$ 11,794.20 \$ 36,786.80 \$ 9,060.54 \$ 57,641.54

**VEHICLES, OPERATING COSTS, TOLLS, MOBILE COMMUNICATIONS (LIMITING AMOUNT)**

| Reference  | Page | Description                             | Quantity | Unit Price   | Total Cost   | Sales Tax 6.50% | Salvage % | Value                |
|--|------|---|----------|--------------|--------------|-----------------|-----------|----------------------|
|  |      | Vehicles (Lease, O&M, L&I)(See Above)   | 1        | \$ 57,641.54 | \$ 57,641.54 |                 |           | \$ 57,641.54         |
| ST-1   | 3-77 | Fire Extinguishers - Vehicle            | 6        | \$ 61.99     | \$ 371.94    | \$ 24.18        |           | \$ 396.12            |
| ST-2   | 3-83 | First Aid Kit - Vehicle                 | 6        | \$ 17.29     | \$ 103.74    | \$ 6.74         |           | \$ 110.48            |
| AW-1   | 3-38 | Strobe Lights and Inverter (installed)  | 5        | \$ 974.00    | \$ 4,870.00  | \$ 316.55       | 40%       | \$584.40 \$ 3,111.93 |
| AA-1   | 3-24 | Truck Tool Boxes                        | 5        | \$ 251.99    | \$ 1,259.95  | \$ 81.90        | 40%       | \$151.19 \$ 805.09   |
| PF-1   | 3-50 | Vehicle Signs                           | 12       | \$ 3.60      | \$ 104.15    | \$ 6.77         |           | \$ 110.92            |
| TC-1   | 3-85 | Tolls (per Man Month)                   | 69.6     | \$ 157.92    | \$ 10,991.23 |                 |           | \$ 10,991.23         |
| ATT-1  | 3-97 | Cell Phone Service                      | 69.6     | \$ 89.25     | \$ 6,211.80  | \$ 403.77       |           | \$ 6,615.57          |
| ATT-1  | 3-97 | MIFI / Aircard Service - Sr Insp./Insp. | 48.2     | \$ 43.69     | \$ 2,105.86  | \$ 136.88       |           | \$ 2,242.74          |
| <b>RS&amp;H Total Vehicle and Mobile Communication Costs</b> |      |   |          |              |              |                 |           | <b>\$ 82,025.62</b>  |

Billing Rate Formula = (total vehicle and mobile communication costs)/(total months \* 165)

RS&H Vehicle and Mobile Communication Billing Rate per Hour \$ 7.14

Central Florida Expressway Authority  
 CEI Consultant Work and Fee Estimate  
 CFX Project No. 417-733  
 RS&H, Inc.

**PI Consulting Services**

| REFERENCE DOCUMENT                                  | ITEM | PAGE | DESCRIPTION | QUANTITY | UNIT PRICE | COST        | TAX 6.50% | SALVAGE VALUE | %         | TOTAL COST |
|---|------|------|-------------|----------|------------|-------------|-----------|---------------|-----------|------------|
| <b>ELECTRONIC EQUIPMENT AND SOFTWARE (LUMP SUM)</b> |      |      |             |          |            |             |           |               |           |            |
| PI-2  | 1    | 3-4  | iPad        | 2        | \$ 509.00  | \$ 1,018.00 | \$ 66.17  | \$ 0.40       | \$ 305.40 | \$ 650.50  |
| PI-2  | 2    | 3-4  | iPad case   | 2        | \$ 15.99   | \$ 31.98    | \$ 2.08   |               |           | \$ 34.06   |
| Subtotal  |      |      |             |          |            |             |           |               |           | \$ 684.56  |

| <b>FIELD EQUIPMENT, TOOLS, SUPPLIES (LUMP SUM)</b> |    |      |   |   |           |           |         |  |  |           |
|--|----|------|---|---|-----------|-----------|---------|--|--|-----------|
| AS-1   | 3  | 3-37 | Field Books                             | 2 | \$ 19.50  | \$ 39.00  | \$ 2.54 |  |  | \$ 41.54  |
| HD-1   | 4  | 3-46 | Flashlights                             | 2 | \$ 29.88  | \$ 59.76  | \$ 3.88 |  |  | \$ 63.64  |
| ST-1   | 5  | 3-77 | Hard Hats                               | 2 | \$ 26.19  | \$ 52.38  | \$ 3.40 |  |  | \$ 55.78  |
| ST-1   | 6  | 3-77 | Vests                                   | 2 | \$ 25.59  | \$ 51.18  | \$ 3.33 |  |  | \$ 54.51  |
| ST-1   | 7  | 3-77 | Hearing Protection - Box                | 1 | \$ 18.29  | \$ 18.29  | \$ 1.19 |  |  | \$ 19.48  |
| ST-1   | 8  | 3-77 | Safety Glasses                          | 2 | \$ 2.89   | \$ 5.78   | \$ 0.38 |  |  | \$ 6.16   |
| HD-1   | 9  | 3-46 | Work Gloves                             | 2 | \$ 9.99   | \$ 19.98  | \$ 1.30 |  |  | \$ 21.28  |
| HD-1   | 10 | 3-46 | Smart Level                             | 1 | \$ 129.70 | \$ 129.70 | \$ 8.43 |  |  | \$ 138.13 |
| HD-1   | 11 | 3-46 | Measuring Tape - 30 FT                  | 2 | \$ 25.47  | \$ 50.94  | \$ 3.31 |  |  | \$ 54.25  |
| HD-1   | 12 | 3-45 | Measuring Wheel                         | 1 | \$ 72.07  | \$ 72.07  | \$ 4.68 |  |  | \$ 76.75  |
| HD-1   | 13 | 3-45 | Shovel                                  | 2 | \$ 14.97  | \$ 29.94  | \$ 1.95 |  |  | \$ 31.89  |
| AS-1   | 14 | 3-37 | Asphalt Thermometer (box of 12 / 6 = 2) | 1 | \$ 76.06  | \$ 76.06  | \$ 4.94 |  |  | \$ 81.00  |
| HD-2   | 15 | 3-48 | Digital Thermometer                     | 2 | \$ 39.97  | \$ 79.94  | \$ 5.20 |  |  | \$ 85.14  |
| Subtotal   |    |      |   |   |           |           |         |  |  | \$ 729.55 |

**PI Limiting Amount Expenses \$ 1,414.11**

**Lease, License, & Insurance**

| Vehicle         | Monthly   |         |           |
|-----------------|-----------|---------|-----------|
|                 | Lease     | License | Insurance |
| Nissan Frontier | \$ 353.00 | \$6.44  | \$ 175.75 |

**Operation and Maintenance (note, above lease amounts include maintenance)**

| Item                   | Cost/Mile       | Assumption  |
|------------------------|-----------------|---|
| Fuel (Nissan Frontier) | \$ 0.1058       | 19 mpg with price of \$2.01 per gallon            |
| Service                | \$ 0.0104       | Service at 4,000 mile interval at cost of \$41.50 |
| Tuneup                 | \$ 0.0104       | at 60,000 intervals at a cost of \$625            |
| Tires                  | \$ 0.0203       | Replacement at 30,000 miles at a cost of \$609    |
| Brakes                 | \$ 0.0050       | Replace pads at 40,000 at a cost of \$199         |
| Other                  | \$ 0.0100       | Allow \$100 per 10,000 miles                      |
| <b>Total</b>           | <b>\$ 0.162</b> |   |

MPG from US Dept of Energy, Fuel price from AAA

| Nissan Frontier |                   | Monthly Mileage | Months | O&M         | Lease       | Lic & Ins  | Cost         |
|-----------------|-------------------|-----------------|--------|-------------|-------------|------------|--------------|
| Inspector       | Kenneth Cordle    | 1000            | 14     | \$ 2,266.60 | \$ 4,942.00 | \$2,550.66 | \$ 9,759.26  |
| Inspector       | Billy Wallace Jr. | 1000            | 4      | \$ 647.60   | \$ 1,412.00 | \$728.76   | \$ 2,788.36  |
| Totals          |                   |                 | 18     | \$ 2,914.20 | \$ 6,354.00 | \$3,279.42 | \$ 12,547.62 |

| REFERENCE DOCUMENT                                     | ITEM | PAGE | VEHICLES, OPERATING COSTS, TOLLS, MOBILE COMMUNICATIONS (LIMITING AMOUNT) |          |            |              | TAX 6.50%    | SALVAGE   |                     | TOTAL COST   |
|--|------|------|---|----------|------------|--------------|--------------|-----------|---------------------|--------------|
|  |      |      | DESCRIPTION   | QUANTITY | UNIT PRICE | COST         |              | VALUE     | %                   |              |
|  |      |      | Vehicles (Lease, O&M, L&I)(See Above)                                     | 1        | \$         | \$ 12,547.62 | \$ 12,547.62 |           |                     | \$ 12,547.62 |
| ST-1   | 16   | 3-77 | Fire Extinguisher   | 2        | \$         | 61.99        | \$ 123.98    | \$ 8.06   |                     | \$ 132.04    |
| ST-2   | 17   | 3-83 | First Aid Kit   | 2        | \$         | 17.29        | \$ 34.58     | \$ 2.25   |                     | \$ 36.83     |
| PF-1   | 18   | 3-50 | Vehicle Signs   | 2        | \$         | 3.60         | \$ 68.15     | \$ 4.43   |                     | \$ 72.58     |
| TC-1   | 19   | 3-85 | Tolls   | 18       | \$         | 157.92       | \$ 2,842.56  | \$ 184.77 |                     | \$ 3,027.33  |
| PI-1   | 20   | 3-2  | Cell Phone Service and Hotspot  | 18       | \$         | 75.00        | \$ 1,350.00  | \$ 87.75  |                     | \$ 1,437.75  |
| <b>PI Total Vehicle and Mobile Communication Costs</b> |      |      |   |          |            |              |              |           | <b>\$ 17,254.15</b> |              |

Billing Rate Formula = (total vehicle and mobile communication costs)/(total months \* 165)

PI Vehicle and Mobile Communication Billing Rate per Hour \$ 5.81



**Page One Consulting Services**

| REFERENCE DOCUMENT                      | ITEM | PAGE | DESCRIPTION                              | QUANTITY | UNIT PRICE | COST      | TAX 6.50% | SALVAGE VALUE | % | TOTAL COST |
|---|------|------|--|----------|------------|-----------|-----------|---------------|---|------------|
| <b>LAB TESTING SERVICES (ALLOWANCE)</b> |      |      |  |          |            |           |           |               |   |            |
| P1-1                                    | 1    | 3-8  | FM1-T267 Organic Content (sod/perf turf) | 12       | \$ 40.00   | \$ 480.00 |           |               |   | \$ 480.00  |
| P1-1                                    | 2    | 3-8  | pH Testing (sod/performance turf)        | 12       | \$ 35.00   | \$ 420.00 |           |               |   | \$ 420.00  |
| P1-1                                    | 3    | 3-8  | Modified Proctors                        | 2        | \$ 100.00  | \$ 200.00 |           |               |   | \$ 200.00  |
| P1-1                                    | 4    | 3-8  | FM 5-515 Limerock Bearing Ratio          | 2        | \$ 300.00  | \$ 600.00 |           |               |   | \$ 600.00  |

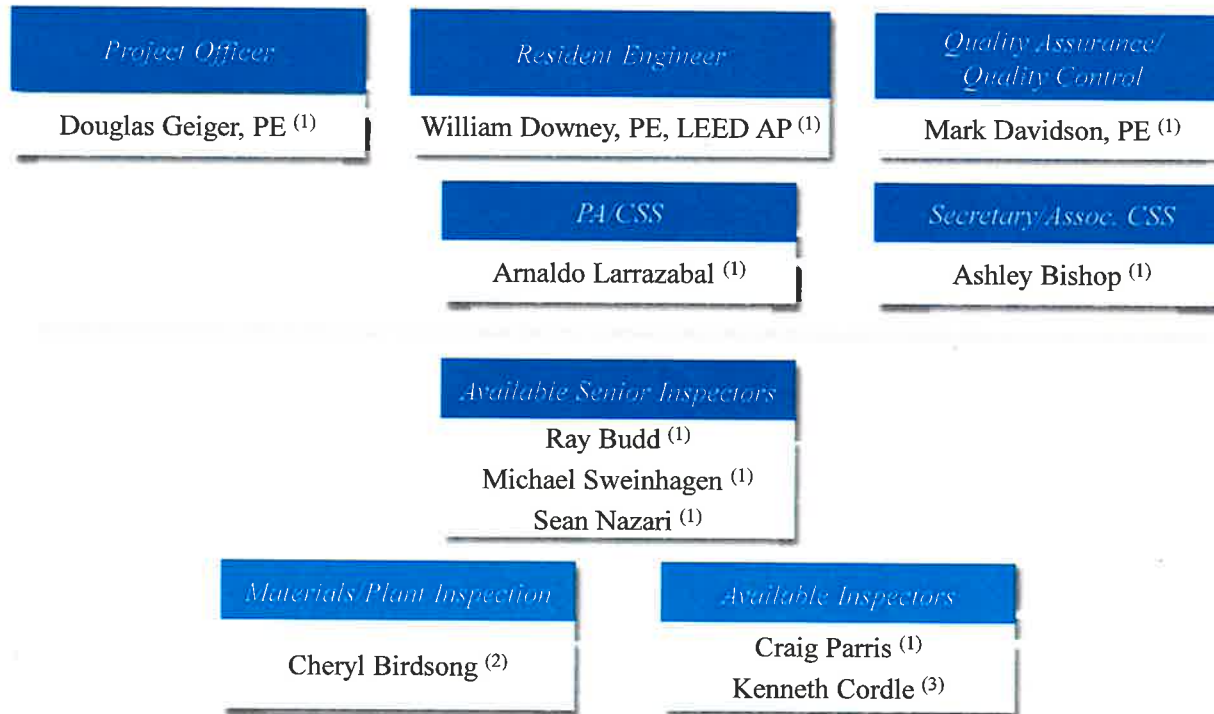
PAGE ONE ALLOWANCE EXPENSES \$ 1,700.00

**EXHIBIT D**

**PROJECT ORGANIZATIONAL CHART**

# ORGANIZATION CHART

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY



### Legend

RS&H, Inc. (1)

Page One Consultants, Inc. (DBE) (2)

PI Consulting Services, LLC (3)


**CONSENT AGENDA ITEM**

**#2**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

MEMORANDUM

TO: Members of the Board

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

DATE: November 17, 2015

RE: Consent Agenda  
Construction Contract Modifications

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

| Contract No. | Name                        | Contract Description                                   | Original Contract Amount (\$) | Previous Authorized Adjustments (\$) | Requested (\$) December 2015 | Total Amount (\$) to Date* | Time Increase or Decrease |
|--------------|-----------------------------|--|-------------------------------|--------------------------------------|------------------------------|----------------------------|---------------------------|
| 429-203      | Superior Const. Co. SE, LLC | SR 429, North of Ponkan Rd. to North of Kelly Park Rd. | 46,617,017.39                 | 0.00                                 | (\$23,720.25)                | 46,593,297.14              | 0                         |
| <b>TOTAL</b> |                             |  |                               |                                      | <b>(\$23,720.25)</b>         |                            |                           |

\* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley  
Joe Berenis

The following is a proposed Construction Contract Modification along with the detailed information:

**Contract 429-203: SR 429, North of Ponkan Rd. to North of Kelly Park Rd.**

**Superior Construction Co. Southeast, LLC**

**SA 429-203-1215-001**

Limited Access Right of Way Fencing

The Central Florida Expressway Authority wishes to change a portion of the Right of Way fencing from black vinyl to galvanized to better match the Wekiva Corridor aesthetic guidelines.

ADD THE FOLLOWING ITEM:

|  |               |
|--|---------------|
| Fencing, Type B (6' High) (Galvanized) | \$ 176,835.75 |
|--|---------------|

REMOVE THE FOLLOWING ITEM:

|   |                 |
|---|-----------------|
| Fencing, Type B (6' High) (Black Vinyl) | \$ (200,556.00) |
|---|-----------------|

**TOTAL AMOUNT FOR PROJECT 429-203**

**\$ (23,720.25)**

**CONSENT AGENDA ITEM**

**#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** CFX Board Members

**FROM:** Claude Miller   
Director of Procurement

**DATE:** November 17, 2015

**RE:** Approval of Final Ranking and Award of Contract for  
Miscellaneous Construction Engineering and Inspection (CEI) Services for  
Intelligent Transportation Systems Projects  
Contract No. 001158

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest on October 11, 2015, for miscellaneous CEI services for intelligent transportation systems projects awarded by CFX.

Responses were received from three firms by the October 26, 2015, deadline: Rummel, Klepper & Kahl, LLP (RK&K); Metric Engineering, Inc.; Jacobs Engineering Group, Inc. After reviewing and scoring the letters of interest, the Committee met on November 10, 2015, and prepared its final ranking of the firms. The result of that process was as follows:

| <u>Ranking</u> | <u>Consultant Firm</u>         |
|----------------|--------------------------------|
| 1              | Metric Engineering, Inc.       |
| 2              | RK&K                           |
| 3              | Jacobs Engineering Group, Inc. |

Board approval of the final ranking and award of the contract to the firm ranked first, Metric Engineering, Inc., in the not-to-exceed amount of \$2,600,000.00 is requested. Since the services required are based on anticipated future projects and are not project specific at this point, it is necessary to establish a not-to-exceed amount. We have negotiated manhour rates using current rates paid by FDOT for similar job classifications as a guide. The contract will be for an initial three-year term with two 1-year renewal options.

This consultant will provide CEI services for the Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation contract previously awarded by the Board and scheduled to start in January.



LOI-001158 Committee Meeting November 10 2015 Minutes

Evaluation Committee for **Miscellaneous Construction Engineering and Inspection Services for ITS Projects; LOI-001158**, held a duly noticed meeting on Tuesday, November 10, 2015, commencing at 9:02 a.m. in the Sandpiper Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Evaluation Committee Members Present:

Corey Quinn, Chief of Technology / Operations, CFX  
Julie Naditz, Orange County Representative (Standing Member per Procurement Procedures Manual)  
Iranetta Dennis, Director of Supplier Diversity, CFX (Standing Member per Procurement Procedures Manual)

Other Attendees:

Robert Johnson, Manager of Procurement, CFX  
David Boston, Stantec

Evaluation Committee Members Absent:

Don Budnovich, Resident Engineer, CFX

Discussion and Motions:

Robert explained that today's meeting was to evaluate and rank the firms and commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed.

General discussion ensued about the project and the LOI submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto to the LOI final summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

| <u>Firms</u>                   | <u>Score</u> | <u>Ranking</u> |
|--------------------------------|--------------|----------------|
| Metric Engineering Inc.        | 04           | 1              |
| RK&K, LLP                      | 08           | 2              |
| Jacobs Engineering Group, Inc. | 12           | 3              |

Committee recommends CFX Board approve ranking and authorize staff to enter into negotiations with the top ranked firm, Metric Engineering Inc.

There being no further business to come before the Committee, the meeting was adjourned at 9:12 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Tuesday, November 10, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Robert Johnson, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

  
Corey Quinn, Chief of Technology / Operations, CFX

# **AGREEMENT**

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

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**CONTRACT NO. 001158**

**CONTRACT DATE: DECEMBER 10, 2015**

**CONTRACT AMOUNT: \$2,600,000.00**

**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. 001158**

**DECEMBER 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**

**Andria Herr, Member**

**Jay Madara, Member**

**S. Michael Scheeringa, Member**

**Diane Guitierrez- Scaccetti, Non-Voting Advisor**

**Executive Director**

**Laura Kelley**

## TABLE OF CONTENTS

| <u>Section</u>            | <u>Title</u>               |
|---------------------------|----------------------------|
| AG                        | Agreement                  |
| Exhibit "A",              | Scope of Services          |
| Exhibit "B",              | Method of Compensation     |
| Exhibit "C",              | Details of Cost and Fees   |
| Exhibit "D",              | Project Organization Chart |
| Vehicle Registration Form |                            |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
CONTRACT NO. 001158**

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of December, 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 “CFX” and METRIC ENGINEERING, INC., hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 615 Crescent Executive Court, Suite 524, Lake Mary, Florida 32746.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish Miscellaneous Construction Engineering and Inspection (CEI) services required by CFX. CFX 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 CFX may include, but are not limited to, Project Administrator, Contract Support Specialist, Senior ITS Inspector, ITS Inspector, Inspector’s Aide.

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

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

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

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

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

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

### 3.0 TERM OF AGREEMENT 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 CFX at its sole discretion. 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.

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 CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

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

#### 5.0 PROFESSIONAL STAFF

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

may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. 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.

PI Consulting Services, LLC  
Tierra, Inc.  
Target Engineering Group, 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 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 the CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the 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 her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.



## 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for a variety of projects including, but not necessarily limited to, intelligent transportation systems, roadway and bridge construction, roadway lighting construction, and toll facility renovations/modifications/construction.

## 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 \$2,600,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

Records of costs incurred includes the CONSULTANT's general accounting records 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 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 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.

#### 10.0 TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "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 CFX.

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being

performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all 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 its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the CFX 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 CFX Executive Director whose decision shall be final.

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

#### 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 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.

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX 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 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 claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend CFX in such claim as described in this section. CFX'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 CFX to the CONSULTANT of the claim. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from CFX 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 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.

#### 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, 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.

#### 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 CFX, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

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

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 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.

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 CFX 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 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.

#### 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 CFX 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 CFX.

#### 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 CFX 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 CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. CFX 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.

#### 19.0 CONFLICT OF INTEREST

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

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

#### 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 CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This Contract was awarded by the CFX Board of Directors at its meeting on December 10, 2015.

**METRIC ENGINEERING, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

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

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

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

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

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

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

EXHIBIT A  
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Project Administrator, 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 and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

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

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

The Consultant is one of several consultants who are under contract to CFX to provide support personnel for various construction projects. At least 30 days before the notice to proceed is issued to the construction contractor for a project, CFX will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

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



### III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by CFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

### IV. SERVICES

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

#### A. General

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

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

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

B. Inspection Services

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

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX's Construction Project Administration Manual (ACPAM) ([www.expresswaydocs.com](http://www.expresswaydocs.com)). The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

D. Management Engineering Services

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

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.

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

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

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

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.
18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.
19. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.
20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.
21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.
22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.
24. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual ([www.expresswaydocs.com](http://www.expresswaydocs.com)).

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

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

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation

Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

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

1. Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualification:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT  
CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

3. Technical Project Administrator (Network and Integration)

\*\*\* This position will only be utilized when a specific need for integration of devices into the CFX Network is required. \*\*\*

A 4 year degree (Civil Engineering, Electrical Engineering, Computer Engineering or Information Systems) plus four (4) years of engineering experience related to integration of network devices onto server systems similar to that owned by CFX.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project as required. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

IMSA Level II or III

Meet requirements of CFX Specification 600; Intelligent Transportation System Certification

Meet requirements of Project Administrator above if the assigned task encompasses those items.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

4. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

Qualifications:

CTQP Final Estimates Levels I & II



5. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)

FDOT Intermediate MOT

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

6. Resident Compliance Specialist

Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

7. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

8. Asphalt Plant Inspector

High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I

CTQP Asphalt Plant Level II

CTQP Final Estimates Level I

Certifications:

None

9. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

10. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

11. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

12. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

13. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

14. Environmental Specialist

A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical of natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

15. Geotechnical Engineer

Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) CFX or FDOT bridge projects, including FDOT Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportations. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

16. Geotechnical Technician

Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) CFX or FDOT bridge projects.

Qualifications:

CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection

17. Public Information Officer

High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

18. Utility Coordinator

High school graduate or equivalent and be knowledgeable of CFX's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with CFX or FDOT Standards, policies, procedures, and agreements.

19. Lead Senior ITS Inspector

High school graduate or equivalent with the demonstrated knowledge, skill and ability to take a lead role on CFX ITS projects (as determined by CFX) plus twelve (12) years of experience in construction inspection, ten (10) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

20. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

21. ITS Inspector

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

Certifications:

None

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

## B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. **Organization:** A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. **Quality Reviews:** The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.
3. **Quality Records:** The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.
4. **Control of Subconsultants and Vendors:** The Consultant shall detail the methods used to control subconsultants and vendor quality.
5. **Quality Assurance Certification:** An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.
6. **Quality Records:** The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

## VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

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

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

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

## VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

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

- A. FDOT Standard Specifications for Road and Bridge Construction, current edition.
- B. FDOT Design Standards, current edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.



- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- \
- K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- M. Project telephones and services, including long distance charges.
- N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- O. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.
- P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- Q. Hard hats shall have the name of the consulting firm visibly displayed.
- R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

- S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.
- T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
- U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

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

Upon confirmation of award of an assigned project and scheduled start of construction, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

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

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with CFX's recommendations. CFX's remedial recommendations and the Consultant's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be paid for remedial action taken to correct deficiencies by the

Consultant. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

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

#### XI. SUBCONSULTANT SERVICES

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

Subconsultant services will be paid in accordance with Exhibit B.

#### XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract, but may be required to supplement the Consultant's services under the Contract.

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

#### XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation and/or time, and the Consultant has completed the terms of the Contract, the Consultant shall, at

the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Contract.

#### XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted in hard copy formats with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by CFX.

#### XV. CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

#### XVI. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit B.

END OF SCOPE

**EXHIBIT B**

**METHOD OF COMPENSATION**

**EXHIBIT "B"**  
**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**  
**CONTRACT NO. 001158**

**METHOD OF COMPENSATION**

I. PURPOSE:

This Exhibit defines the limits of compensation to be made to the Consultant for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

II. ASSIGNMENT OF WORK:

For satisfactory completion of the services authorized under the Agreement, CFX will pay the Consultant a Total Maximum Limiting Amount not to exceed \$2,600,000.00 for the initial three (3) year term of the Agreement.

This is a task assignment type of agreement. CFX will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each assignment based on the hourly rates negotiated with the Consultant and included as part of this Method of Compensation. Services to be provided on each task assignment will be initiated and completed as directed by CFX's Director of Construction or his designee.

Once the personnel to be assigned by the Consultant and the fee have been agreed upon, a "Letter of Authorization" shall be issued by the Director of Construction specifying the work to be done and the agreed maximum limiting compensation.

No work shall commence by the Consultant on a project until the Consultant has received a letter of authorization from CFX and has accepted the authorization in writing.

III. NEGOTIATIONS:

A. CFX and the Consultant shall negotiate and establish a maximum limiting amount for each task assignment. The schedule of rates listed in Exhibit "C", shall be used for establishing compensation. In the event a personnel classification is required by the Consultant for performance of the services and such classification is not set forth in Exhibit "C", such personnel classification may be added to Exhibit "C" by written amendment if mutually agreed to by both parties.

- B. The basis for establishing the maximum limiting amount for each assignment shall consist of the estimated manhour effort required for performance of the services at approved hourly wage rates, not to exceed those hourly wage rates established in Exhibit "C". In the event a position is vacant, the maximum hourly rate for the classification as shown in Exhibit "C" shall be used for the purpose of establishing the maximum limiting amount.
- C. It shall be the responsibility of the Consultant to ensure at all times that sufficient funding remains within the maximum limiting amounts established for each assigned task to complete authorized services. Changes in the Maximum Limiting Amount will require execution of and amendment of a Letter of Authorization. The Consultant shall not be obligated to perform services or incur costs which would result in exceeding the Maximum Limiting Amount for each assigned task, nor shall CFX be obligated to reimburse the Consultant for costs or make fee payments which result in exceeding the Maximum Limiting Amount, except to the extent said amount is, by mutual agreement, increased by an amendment.

#### IV. COMPENSATION:

All costs are subject to approval by CFX who will reimburse the Consultant for all reasonable, allocable and allowable costs. The reasonableness, allowability and allocability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) the Agreement; (2) Federal Acquisitions Regulation sub-part 31-2; (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other applicable federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations, OMB circulars and Federal Procurement Regulations are hereby incorporated in and made a part of this Agreement.

The Consultant will be compensated for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and fringe benefits of Corporate Officers and Principals when expended in the performance of indirect functions. Salary costs include both straight time payments and all overtime payments made for an employee's services on a project.

Straight time costs shall be the actual hourly rate paid for an employee's services on a project. Straight time costs shall be the actual hourly rate paid to an employee based on a forty (40) hour workweek. Unless otherwise agreed to by CFX, CFX will not compensate straight overtime or premium overtime for the positions of Senior Project Manager, Project Administrator, Assistant Project Administrator and Contract Support Specialist. Otherwise, overtime costs shall be the salary costs paid to an employee for work exceeding a forty (40) hour work week.

Compensation for straight time salary costs and overtime shall be made to the Consultant on the basis of negotiated hourly rates. Straight time salary costs shall not exceed the rates established in Exhibit "C", attached hereto and made a part hereof.

The Consultant shall not invoice for vacation, holiday and sick time used by its personnel on the project.

All material sampling and testing of materials and components incorporated into the work shall be reimbursed to the Consultant as set forth in the maximum allowance in Exhibit "C". Invoices, receipts, etc., shall support the actual cost for all material sampling and testing.

The Consultant shall be reimbursed for subconsultant costs incurred at the hourly rates shown in Exhibit "C".

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by CFX, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, CFX will review pertinent published relevant cost/price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiation of that rate may occur if both parties agree to do so. Any adjustment of Billable Rates will become effective only after execution of a contract amendment by CFX.

V. PROVISIONS FOR PAYMENT:

For each project authorized by a work authorization, the Consultant shall prepare and submit two (2) copies of a progress payment invoice no later than the fifth day of each month to assure CFX approval at the regularly scheduled Board meeting. Progress payment invoices shall be supported by such detail cost information as may be required by CFX to substantiate the charges being invoiced, and in a format acceptable to CFX.

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

The Consultant shall promptly pay all subconsultant(s) their proportionate share of payments received from CFX.

VI. RETAINAGE:

No retainage will be withheld from payments to the Consultant.



VII. PROJECT CLOSEOUT:

A. Final Audit:

CFX may perform or have performed, a final audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit would be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Agreement are subsequently properly disallowed by CFX because of accounting error or changes not in conformity with the Agreement, the Consultant agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due to Consultant under any contracts between CFX and the Consultant, an amount sufficient to satisfy any amount due and owing CFX by the Consultant under the Agreement. Payment to the Consultant shall be adjusted for audit results.

B. Certificate of Completion:

Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the Consultant shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

END OF METHOD OF COMPENSATION

**EXHIBIT C**

**DETAILS OF COSTS AND FEES**

EXHIBIT "C"  
ITS CONSTRUCTION INSPECTION AND ENGINEERING SERVICES  
DETAILS OF COSTS AND FEES  
CONTRACT NO. 001158

| Position  | Negotiated Rate |
|---|-----------------|
| CEI Sr. Project Engineer                                    | \$165.00        |
| CEI Technical Project Administrator (Network & Integration) | \$125.00        |
| CEI Project Administrator                                   | \$116.00        |
| CEI Assistant Project Administrator                         | \$88.50         |
| CEI Contract Support Specialist                             | \$81.00         |
| CEI Sr. Inspector   | \$75.00         |
| CEI Sr. Inspector (Overtime)                                | \$88.60         |
| CEI Inspector   | \$62.50         |
| CEI Inspector (Overtime)                                    | \$73.56         |
| CEI Inspector's Aide  | \$43.75         |
| CEI Inspector's Aide (Overtime)                             | \$51.00         |
| CEI Secretary/Clerk   | \$45.00         |
| CEI Resident Compliance Specialist                          | \$55.00         |
| CEI Sr. Inspector Toll/Building                             | \$85.00         |
| CEI Sr. Inspector Toll/Building (Overtime)                  | \$100.63        |
| Lead CEI Senior ITS Inspector                               | \$100.00        |
| Lead CEI Senior ITS Inspector (Overtime)                    | \$115.00        |
| CEI Senior ITS Inspector                                    | \$85.00         |
| CEI Senior ITS Inspector (Overtime)                         | \$100.63        |
| CEI ITS Inspector   | \$62.50         |
| CEI Inspector ITS (Overtime)                                | \$73.56         |
| 2 Person Survey Crew (PC, IM)                               | \$137.00        |
| 3 Person Survey Crew (PC, IM, RM)                           | \$182.00        |
| 4 Person Survey Crew (PC, IM, 2 RM)                         | \$228.00        |
| Survey Manager (PLS)  | \$113.00        |

Accurate and Timely invoicing is essential to this Contract. CFX will reimburse the prime consultant up to 6 hours per monthly invoice at the Contract Support Specialist (CSS) rate for time actually spent. All time billed shall be supported by time sheets.

## ITS Systemwide CEI Contract Work Plan

| Project Description                     | Pg. | Construction Cost | CCEI Budget     | Contingency   | Total           |
|---|-----|-------------------|-----------------|---------------|-----------------|
| 1 ITS Network Upgrade Phase II          | 65  | \$ 1,569,000.00   | \$ 224,000.00   |               |                 |
| 2 Wekiva Pkwy CCTV Sections 1A & 1B     | 66  | \$ 1,249,000.00   | \$ 179,000.00   |               |                 |
| 3 Wekiva Pkwy CCTV Sections 2A, 2B & 2C | 67  | \$ 1,780,000.00   | \$ 251,000.00   |               |                 |
| 4 Supplemental DCS and CCTV Deployment  | 69  | \$ 2,922,000.00   | \$ 406,000.00   |               |                 |
| 5 Wrong Way Driving Countermeasures     | 70  | \$ 1,811,000.00   | \$ 281,000.00   |               |                 |
| 6 HQ Security Cameras                   | 72  | \$ 420,000.00     | \$ 50,000.00    |               |                 |
| 7 Single Line DMS Upgrade               | 104 | \$ 4,135,000.00   | \$ 422,000.00   |               |                 |
| 8 System Wide Tone Wire Upgrade         | 106 | \$ 3,441,000.00   | \$ 484,000.00   |               |                 |
|   |     | \$ 17,327,000.00  | \$ 2,297,000.00 |               |                 |
|   |     |                   | \$ 2,297,000.00 | \$ 303,000.00 | \$ 2,600,000.00 |

**EXHIBIT D**

**PROJECT ORGANIZATIONAL CHART**

# CEI SERVICES FOR ITS PROJECTS

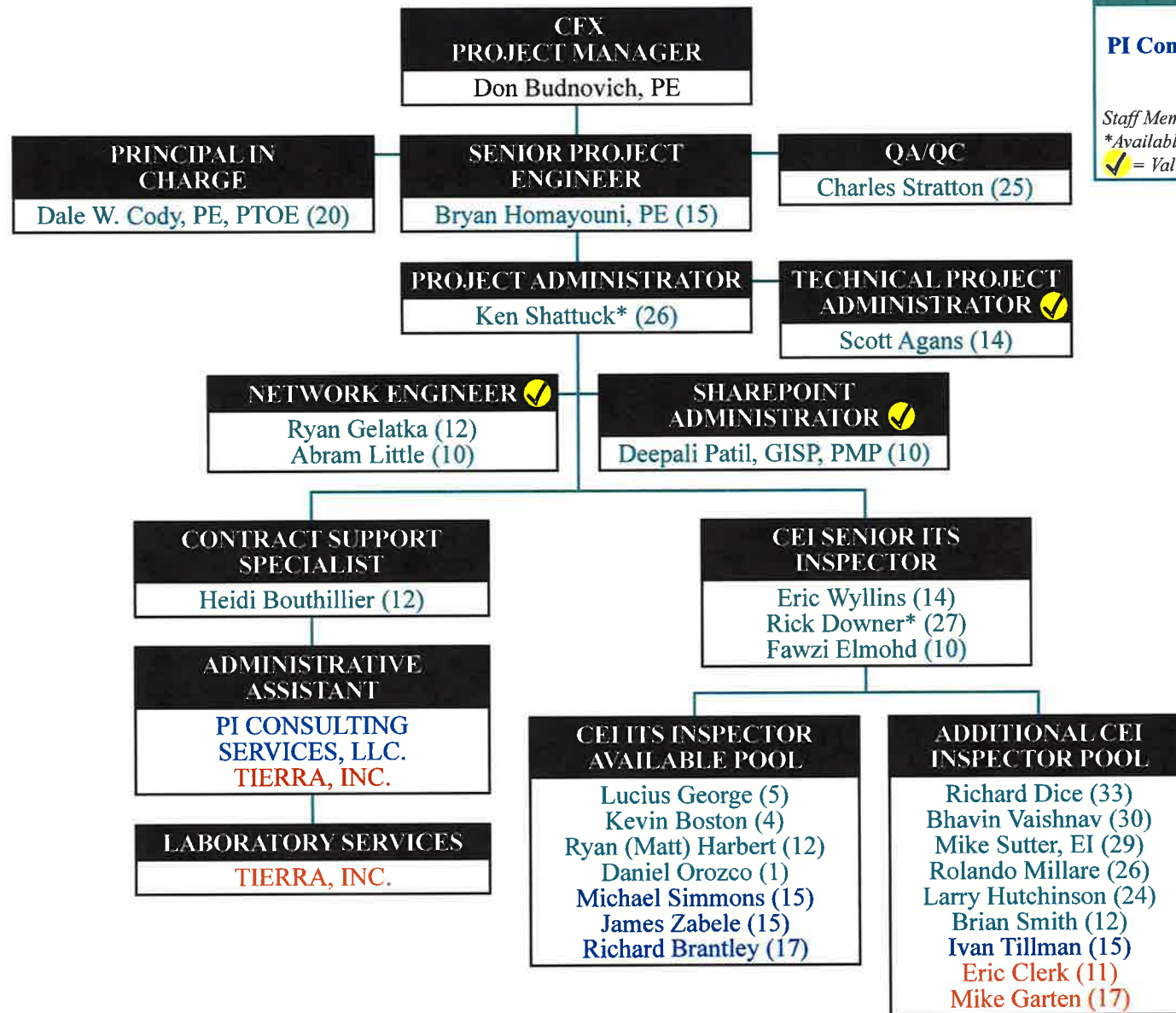
Central Florida Expressway Authority (CFX) | Contract No. 001158



**LEGEND**

**Metric Engineering, Inc.**  
**PI Consulting Services, LLC. (DBE/MBE/SBE)**  
**Tierra, Inc. (DBE)**  
**Target Engineering Group, Inc.**

*Staff Member Name (Years of Experience)*  
*\*Available After 12/2016*  
 ✓ = Value Add



**CONSENT AGENDA ITEM**

**#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

DATE: December 1, 2015

TO: CFX Board Members

FROM: Laura Kelley, Executive Director

COPIES: Joe Berenis, Lisa Lumbard, Michelle Maikisch

SUBJECT: Director of Maintenance



In August of 2012, OOCEA eliminated the position of Director of Maintenance. At that time, the Director of Construction took on the duties previously performed by the Director of Maintenance in addition to his construction responsibilities and his title was changed to Director of Construction and Maintenance. The workload for this position has increased steadily over the past three years and will continue to increase as miles and capacity are added to the CFX system. The workload warrants an additional managerial position. Board approval is requested to add \$169,000 to the maintenance budget to allow the Chief of Infrastructure to recruit and hire for the position of Director of Maintenance.




**CONSENT AGENDA ITEM**

**#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: November 17, 2015

RE: Supplemental Agreement No. 6 for Atkins North America, Inc.,  
Post Design Services for S. R. 429 (Wekiva Parkway) Systems Interchange  
Project No. 429-204, Contract No. 000858

Board approval is requested for Supplemental Agreement No. 6 with Atkins North America, Inc., in the amount of \$1,115,000.00 for post design services for the referenced project. Services will include shop drawing reviews, attendance at construction meetings, site visits, and responding to the contractor's requests for information.

This Supplemental Agreement will be a continuation of an agreement previously approved by CFX for this project.

|  |                        |
|--|------------------------|
| Original Contract Amount               | \$ 5,150,000.00        |
| Amount of Supplemental Agreement No. 1 | \$ 145,000.00          |
| Amount of Supplemental Agreement No. 2 | \$ 790,000.00          |
| Amount of Supplemental Agreement No. 3 | \$ 0.00                |
| Amount of Supplemental Agreement No. 4 | \$ 0.00                |
| Amount of Supplemental Agreement No. 5 | \$ 0.00                |
| Amount of This Supplemental Agreement  | <u>\$ 1,115,000.00</u> |
| Total Revised Contract Amount          | \$ 7,200,000.00        |

**SUPPLEMENTAL AGREEMENT NO. 6**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**POST DESIGN SERVICES (FOR 429-204)**

**S.R. 429 (Wekiva Parkway) Systems Interchange**

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

WHEREAS, Section 4.27 of Exhibit "A" of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 27th day of June 2012 provides that after completion of the services outlined in Exhibit "A" for Project Number 429-204 of the said Agreement for Professional Services, the AUTHORITY may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that the AUTHORITY shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the Wekiva Parkway Corridor Consultant's correspondence to the AUTHORITY dated November 17, 2015 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to the AUTHORITY with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to the AUTHORITY at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the Wekiva Parkway Corridor Consultant's correspondence to the AUTHORITY dated November 17, 2015. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$1,115,000.00. This maximum fee includes an Allowance of \$2,705.18 to be approved for use by the CONSULTANT at the sole discretion of the AUTHORITY.

3. Section 4.27 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

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

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

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

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

Witness: \_\_\_\_\_  
Assistant Secretary

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

ATKINS NORTH AMERICA, INC.

Witness: \_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Print Name:  
Title:

## **F. Shop Drawing Reviews**

The Consultant shall review and approve shop drawings from the Contractor for roadway, utilities, structural, lighting, FON, signing and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

## **G. Post-Design Contact**

The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction for review of design plans.

## **H. Timeliness**

The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

## **I. Meetings**

The Consultant shall attend partnering meetings as requested by the Authority. The Consultant will also attend progress / coordination meetings as requested by the Authority including, but not limited to, the Notice to Proceed meeting.

## **J. Bridge Load Ratings**

Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

## **K. Geotechnical Engineering**

The Consultant shall provide geotechnical engineering services as needed by the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.

## **L. Utilities**

The Consultant shall provide utility consulting services as needed by the Authority, relative to proposed utility adjustments within the project limits.

## **M. Record Drawings**

Based on information provided by the Contractor, the Contractor's surveyor and the Authority's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor.

## **Exhibit "A"**

### **Project 429-204**

#### **S.R. 429 (Wekiva Parkway) Systems Interchange Post-Design Scope of Services (Section 4.27)**

#### **4.27 Post Design Services**

##### **A. Compensation**

The Consultant's compensation for post-design services may be added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions or clarifications.

##### **B. General Support**

The Consultant shall support the post-design process as follows:

- a) Answer questions relative to the plans, typical sections, quantities and special provisions.
- b) Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.
- c) Attend pre-award meeting with Contractor, the Authority, and the Authority's CEI.

##### **C. Pre-bid Conference**

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned Authority Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

##### **D. Addenda**

The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

##### **E. Field Visits**

The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant will periodically visit the project site to observe the progress of construction. This visit will not make the place of formal construction inspection by the Authority's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to the Authority and their Construction Manager within five business days of the trip.



CH2M  
225 E. Robinson St  
Suite 505  
Orlando, FL 32801  
www.ch2m.com

Mr. Glenn Pressimone  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

November 17, 2015

Subject: Wekiva Parkway  
Contract No. 000858  
Project No. 429-204  
Post-Design Services Supplemental Agreement

Dear Mr. Pressimone:

As the project transitions from Design to Construction, we have requested and received a Post-Design Services proposal for the above referenced contract. The consultant, Atkins North America (Atkins), has submitted a Post-Design Services amendment package to address the post-design services required since the Bid Package was submitted.

We have reviewed the attached proposal from Atkins, and have determined the proposal is consistent with the original contract terms, category rates and post design services multipliers. Atkins and their subconsultants have elected to request new billing rates consistent with current employee rates and their employee rosters are included with the package. The amendment addresses all anticipated scope of work.

The package submitted and reviewed is requesting a fee of \$1,112,294.82. It is our recommendation an amount of \$1,115,000.00 be submitted for approval to the Board in order to account for a contingency amount.

If you should have any questions or need additional information, please do not hesitate to contact me.

Regards,  
CH2M HILL

A handwritten signature in black ink that reads 'Scott L. Bear'. The signature is written in a cursive, flowing style.

Scott L. Bear  
Project Manager

cc: File (w/attached)



## **Atkins**

---

Prime Consultant  
Wekiva Section 429-204  
Post Design Fee Proposal

**Date:** 11/17/2015

**Total Fee:** \$1,112,294.82

Central Florida Expressway Authority  
 Post Design Services Summary Fee Sheet  
 Wediva Parkway, Section 429-204

PRIME CONSULTANT: Abdns

| POST DESIGN ACTIVITY DESCRIPTION                          | Project Manager |                    | Chief Engineer |                    | Senior Engineer III & IV |                     | Senior Engineer I & II |                    | Engineer     |                    | Senior Landscape Architect |   | Senior Technical Coordinator |                   | Senior Designer |                   | Sr Admin Assistant |                    | TOTAL          |                         |               |                     |                |
|---|-----------------|--------------------|----------------|--------------------|--------------------------|---------------------|------------------------|--------------------|--------------|--------------------|----------------------------|---|------------------------------|-------------------|-----------------|-------------------|--------------------|--------------------|----------------|-------------------------|---------------|---------------------|----------------|
|   | Rate/Hr.        | 61.03              | Rate/Hr.       | 61.04              | Rate/Hr.                 | 54.38               | Rate/Hr.               | 39.14              | Rate/Hr.     | 28.01              | Rate/Hr.                   | 56.85                                   | Rate/Hr.                     | 41.80             | Rate/Hr.        | 37.28             | Rate/Hr.           | 23.74              | MH BY ACTIVITY | SALARY COST BY ACTIVITY | AVG HRLY RATE |                     |                |
|   | MAN HRS.        | Cost by Pos & Act  | MAN HRS.       | Cost by Pos & Act  | MAN HRS.                 | Cost by Pos & Act   | MAN HRS.               | Cost by Pos & Act  | MAN HRS.     | Cost by Pos & Act  | MAN HRS.                   | Cost by Pos & Act                       | MAN HRS.                     | Cost by Pos & Act | MAN HRS.        | Cost by Pos & Act | MAN HRS.           | Cost by Pos & Act  |                |                         |               |                     |                |
| C. Pre-Bid Conference                                     | 4               | \$324.12           | 5              | \$305.20           | 5                        | \$271.90            |                        | \$0.00             |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            |                    | \$0.00             | 14             | \$901.22                | \$64.37       |                     |                |
| D. Addenda  | 12              | \$972.36           | 8              | \$488.32           | 30                       | \$1,631.40          |                        | \$0.00             | 8            | \$224.08           |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            | 5                  | \$118.70           | 63             | \$3,434.86              | \$54.52       |                     |                |
| E. Field Visits   | 30              | \$2,430.90         | 36             | \$2,197.44         | 36                       | \$1,957.68          |                        | \$0.00             | 2            | \$56.02            | 4                          | \$227.40                                |                              | \$0.00            |                 | \$0.00            | 4                  | \$94.96            | 112            | \$6,964.40              | \$62.18       |                     |                |
| F. Shop Drawing Reviews                                   |                 | \$0.00             |                | \$0.00             |                          | \$0.00              |                        | \$0.00             |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            |                    | \$0.00             | 0              | \$0.00                  | #DIV/0!       |                     |                |
| Roadway   | 4               | \$324.12           | 16             | \$976.64           | 30                       | \$1,631.40          | 40                     | \$1,565.60         | 24           | \$672.24           |                            | \$0.00                                  | 8                            | \$334.40          | 20              | \$745.60          | 8                  | \$189.92           | 150            | \$6,439.92              | \$42.93       |                     |                |
| Drainage/Permits  | 4               | \$324.12           | 16             | \$976.64           | 58                       | \$3,154.04          | 110                    | \$4,305.40         | 24           | \$672.24           |                            | \$0.00                                  | 6                            | \$250.80          | 17              | \$633.76          | 7                  | \$166.18           | 242            | \$10,483.18             | \$43.32       |                     |                |
| Fiber Optic Network                                       |                 | \$0.00             | 6              | \$366.24           | 27                       | \$1,468.26          | 54                     | \$2,113.56         | 24           | \$672.24           |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            | 6                  | \$142.44           | 117            | \$4,762.74              | \$40.71       |                     |                |
| Signing and Marking                                       | 2               | \$162.06           |                | \$0.00             |                          | \$0.00              |                        | \$0.00             |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            | 10              | \$372.80          |                    | \$0.00             | 12             | \$534.86                | \$44.57       |                     |                |
| Structures  | 40              | \$1,241.20         | 100            | \$6,104.00         | 1350                     | \$73,413.00         | 1466                   | \$57,379.24        | 550          | \$15,405.50        |                            | \$0.00                                  |                              | \$0.00            | 116             | \$4,324.48        | 22                 | \$522.28           | 3644           | \$160,389.70            | \$44.01       |                     |                |
| Lighting  |                 | \$0.00             | 5              | \$305.20           | 11                       | \$598.18            | 7                      | \$273.98           |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            | 20              | \$745.60          | 2                  | \$47.48            | 45             | \$1,970.44              | \$43.79       |                     |                |
| Utilities   |                 | \$0.00             |                | \$0.00             |                          | \$0.00              | 4                      | \$156.56           |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            |                    | \$0.00             | 4              | \$156.56                | \$39.14       |                     |                |
| Aesthetic Elements  |                 | \$0.00             |                | \$0.00             |                          | \$0.00              |                        | \$0.00             | 24           | \$672.24           | 25                         | \$1,421.25                              |                              | \$0.00            |                 | \$0.00            |                    | \$0.00             | 2              | \$47.48                 | 51            | \$2,140.97          | \$41.98        |
| Geotechnical Elements                                     |                 | \$0.00             |                | \$0.00             | 3                        | \$163.14            | 3                      | \$117.42           |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            | 2                  | \$47.48            | 8              | \$328.04                | \$41.01       |                     |                |
| G. Requests for Information                               | 12              | \$972.36           | 40             | \$2,441.60         | 190                      | \$10,332.20         | 202                    | \$7,906.28         | 100          | \$2,801.00         | 5                          | \$284.25                                |                              | \$0.00            | 26              | \$1,086.80        | 124                | \$4,622.72         | 34             | \$807.16                | 733           | \$11,254.37         | \$42.64        |
| H. Meetings   | 24              | \$1,944.72         | 44             | \$2,685.76         | 20                       | \$1,087.60          |                        | \$0.00             | 7            | \$196.07           |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            |                    | \$0.00             | 95             | \$5,914.15              | \$62.25       |                     |                |
| I. Plan Revisions   | 12              | \$972.36           | 12             | \$732.48           | 70                       | \$3,806.60          | 128                    | \$5,009.92         | 280          | \$7,842.80         |                            | \$0.00                                  |                              | \$0.00            | 16              | \$668.80          | 120                | \$4,473.60         | 22             | \$522.28                | 660           | \$14,028.84         | \$36.41        |
| J. Bridge Load Ratings                                    | 6               | \$486.18           | 30             | \$1,831.20         | 30                       | \$1,631.40          | 450                    | \$17,613.00        | 210          | \$5,882.10         |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            |                    | \$0.00             | 726            | \$27,443.88             | \$37.80       |                     |                |
| K. Geotechnical Services                                  |                 | \$0.00             |                | \$0.00             |                          | \$0.00              |                        | \$0.00             |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            |                    | \$0.00             | 0              | \$0.00                  | #DIV/0!       |                     |                |
| L. Utilities  |                 | \$0.00             |                | \$0.00             |                          | \$0.00              |                        | \$0.00             |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            |                 | \$0.00            |                    | \$0.00             | 0              | \$0.00                  | #DIV/0!       |                     |                |
| M. Record Drawings  | 8               | \$648.24           | 8              | \$488.32           | 8                        | \$435.04            | 8                      | \$313.12           | 180          | \$5,041.80         |                            | \$0.00                                  |                              | \$0.00            | 180             | \$6,710.40        |                    | \$0.00             | 392            | \$13,636.92             | \$34.79       |                     |                |
| N. Project Management                                     | 120             | \$9,723.60         | 24             | \$1,464.96         | 28                       | \$1,522.64          |                        | \$0.00             |              | \$0.00             |                            | \$0.00                                  |                              | \$0.00            | 53              | \$2,215.40        |                    | \$0.00             | 53             | \$1,258.22              | 278           | \$16,184.82         | \$58.22        |
| <b>TOTALS:</b>  | <b>278</b>      | <b>\$22,526.34</b> | <b>350</b>     | <b>\$21,364.00</b> | <b>1,896</b>             | <b>\$103,104.48</b> | <b>2,472</b>           | <b>\$96,754.08</b> | <b>1,433</b> | <b>\$40,138.33</b> | <b>34</b>                  | <b>\$1,932.90</b>                       | <b>0</b>                     | <b>\$0.00</b>     | <b>109</b>      | <b>\$4,556.20</b> | <b>607</b>         | <b>\$22,628.96</b> | <b>167</b>     | <b>\$3,964.58</b>       | <b>7346</b>   | <b>\$316,969.87</b> | <b>\$43.15</b> |
| <b>DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:</b> |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | <b>TOTAL CONTRACT FEE COMPUTATIONS:</b> |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | TOTAL ACTIVITY SALARY COSTS:            |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | Multiplier - 3.05                       |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | ATKINS LIMITING AMOUNT FEE:             |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | Subconsultants:                         |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | Ardemen                                 |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | GEC                                     |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | Anbilian                                |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | URS/AECOM                               |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | WBQ (SAPM and Utility coord)            |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |
|   |                 |                    |                |                    |                          |                     |                        |                    |              |                    |                            | <b>TOTAL MAXIMUM LIMITING AMOUNT:</b>   |                              |                   |                 |                   |                    |                    |                |                         |               |                     |                |

**POST DESIGN SERVICES**

**Activity C: Pre-Bid Conference**

| <b>Task</b>                   | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>                      |
|-------------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|-------------------------------------|
| 1. Attend pre-bid conference  | EA                       | 1                      | 10                    |                         | 10                 |                   | 3-4 Atkins attendees (2.5 hrs each) |
| 2. Walk project site with CEI | EA                       | 1                      | 4                     |                         | 4                  |                   | 2 persons (2 hrs each)              |
| 3.                            |                          |                        |                       |                         |                    |                   |                                     |
| 4.                            |                          |                        |                       |                         |                    |                   |                                     |
| 5.                            |                          |                        |                       |                         |                    |                   |                                     |
| 6.                            |                          |                        |                       |                         |                    |                   |                                     |
| 7.                            |                          |                        |                       |                         |                    |                   |                                     |
| 8.                            |                          |                        |                       |                         |                    |                   |                                     |
| 9.                            |                          |                        |                       |                         |                    |                   |                                     |
| 10.                           |                          |                        |                       |                         |                    |                   |                                     |
| <b>Subtotal:</b>              |                          |                        |                       | <b>0</b>                | <b>14</b>          | <b>0</b>          |                                     |
| 11. Quality Control           | 5%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                                     |
| 12. Supervision               | 5%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                                     |
| <b>Totals:</b>                |                          |                        |                       | <b>0</b>                | <b>14</b>          | <b>0</b>          |                                     |

**POST DESIGN SERVICES**

**Activity D: Addenda**

| Task                | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks  |
|---------------------|-------------------|-----------------|----------------|------------------|-------------|------------|--|
| 1. Addenda          | EA                | 2               | 30             |                  | 60          |            | Assume 2 addenda, 30 hours per each (plans, quantities, etc..) |
| 2.                  |                   |                 |                |                  |             |            |  |
| 3.                  |                   |                 |                |                  |             |            |  |
| 4.                  |                   |                 |                |                  |             |            |  |
| 5.                  |                   |                 |                |                  |             |            |  |
| 6.                  |                   |                 |                |                  |             |            |  |
| 7.                  |                   |                 |                |                  |             |            |  |
| 8.                  |                   |                 |                |                  |             |            |  |
| 9.                  |                   |                 |                |                  |             |            |  |
| 10.                 |                   |                 |                |                  |             |            |  |
| <b>Subtotal:</b>    |                   |                 |                | <b>0</b>         | <b>60</b>   | <b>0</b>   |  |
| 11. Quality Control | 5%                |                 | N/A            | N/A              | 3           | 0          |  |
| 12. Supervision     | 5%                |                 | N/A            | N/A              | N/A         | 0          |  |
| <b>Totals:</b>      |                   |                 |                | <b>0</b>         | <b>63</b>   | <b>0</b>   |  |

**POST DESIGN SERVICES**

**Activity E: Field Visits**

| Task                              | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|-----------------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Field Visits                   | EA                | 24              | 4              |                  | 96          |            | 3 hours per visit plus documentation and travel - 4 hours per visit |
| 2. Aesthetics coord (site visits) | EA                | 4               | 4              |                  | 16          |            |   |
| 3.                                |                   |                 |                |                  |             |            |   |
| 4.                                |                   |                 |                |                  |             |            |   |
| 5.                                |                   |                 |                |                  |             |            |   |
| 6.                                |                   |                 |                |                  |             |            |   |
| 7.                                |                   |                 |                |                  |             |            |   |
| 8.                                |                   |                 |                |                  |             |            |   |
| 9.                                |                   |                 |                |                  |             |            |   |
| 10.                               |                   |                 |                |                  |             |            |   |
| <b>Subtotal:</b>                  |                   |                 |                | <b>0</b>         | <b>112</b>  | <b>0</b>   |   |
| 11. Quality Control               | 5%                |                 | N/A            | N/A              | N/A         | 0          |   |
| 12. Supervision                   | 5%                |                 | N/A            | N/A              | N/A         | 0          |   |
| <b>Totals:</b>                    |                   |                 |                | <b>0</b>         | <b>112</b>  | <b>0</b>   |   |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews**

| Task                                   | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours  | CADD Hours | Remarks  |
|--|-------------------|-----------------|----------------|------------------|--------------|------------|--|
| 1. Roadway                             | LS                | 1               | 150            | N/A              | 150          | 0          | See activity F breakdwon   |
| 2. Drainage                            | LS                | 1               | 242            | N/A              | 242          | 0          | See activity F breakdwon   |
| 3. Fiber Optic Network & Related Items | LS                | 1               | 117            | N/A              | 117          | 0          | See activity F breakdwon   |
| 4. Signing and Marking                 | LS                | 1               | 12             | N/A              | 12           | 0          | Atkins back check WBQ  |
| 5. Structures                          | LS                | 1               | 3644           | N/A              | 3,644        | 0          | See activity F breakdwon   |
| 6. Lighting                            | LS                | 1               | 45             | N/A              | 45           | 0          | See activity F breakdwon   |
| 7. Utilities                           | LS                | 1               | 4              | N/A              | 4            | 0          | Primarily WBQ efforts, Atkins efforts for coord and processing only    |
| 8. Aesthetic Elements                  | EA                | 1               | 51             | N/A              | 51           | 0          |  |
| 9. Geotechnical Elements               | LS                | 1               | 8              | N/A              | 8            | 0          | Geotech proposals, Atkins efforts for coordination and processing only |
| 10.                                    |                   |                 |                |                  |              |            |  |
| <b>Subtotal:</b>                       |                   |                 |                | <b>0</b>         | <b>4,273</b> | <b>0</b>   |  |
| 11. Quality Control                    |                   |                 | N/A            | N/A              |              | 0          | included in individual line items                                      |
| 12. Supervision                        |                   |                 | N/A            | N/A              |              | 0          | "  |
| <b>Totals:</b>                         |                   |                 |                | <b>0</b>         | <b>4,273</b> | <b>0</b>   |  |

**POST DESIGN SERVICES**

**Activity G: Requests for Information**

| Task                                   | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|--|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Roadway                             | EA                | 72              | 3              | N/A              | 216         | 0          | 3 per month   |
| 2. Drainage                            | EA                | 48              | 3              | N/A              | 144         | 0          | 2 per month   |
| 3. Fiber Optic Network & Related Items | EA                | 20              | 3              | N/A              | 60          | 0          | assumed number of RFIs for FON work and testing requirements                |
| 4. Signing and Marking                 | EA                |                 |                | N/A              | 0           | 0          | WBQ   |
| 5. Structures                          | EA                | 70              | 3              | N/A              | 210         | 0          | Assumed 10 per bridge, except Ramp K assumed 20;<br>(5 x 10 = 50 + 20 = 70) |
| 6. Lighting                            | EA                | 6               | 3              | N/A              | 18          | 0          |   |
| 7. Utilities                           | EA                |                 |                | N/A              | 0           | 0          | WBQ   |
| 8. Aesthetic Elements                  | EA                | 6               | 3              | N/A              | 18          | 0          |   |
| 9. Geotechnical Elements               | EA                |                 |                | N/A              | 0           | 0          | GEC, Ardaman, Antillian   |
| 10.                                    |                   |                 |                |                  |             |            |   |
| <b>Subtotal:</b>                       |                   |                 |                | <b>0</b>         | <b>666</b>  | <b>0</b>   |   |
| 11. Quality Control                    | 5%                |                 | N/A            | N/A              | 33          | 0          |   |
| 12. Supervision                        | 5%                |                 | N/A            | N/A              | 33          | 0          |   |
| <b>Totals:</b>                         |                   |                 |                | <b>0</b>         | <b>733</b>  | <b>0</b>   |   |

**POST DESIGN SERVICES**

**Activity H: Meetings**

| Task                        | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|-----------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Construction NTP Meeting | EA                | 1               | 6              |                  | 6           |            | 2 attendees - PM & 1 key discipline (3 hrs each)                |
| 2. Construction Meetings    | EA                | 15              | 3              |                  | 45          |            | once per month, plus 2 extra.                                   |
| 3. Partnering Meetings      | EA                | 8               | 4              |                  | 32          |            | assumed quarterly, attended by PM or other delegate             |
| 4. Pre-award meeting        | EA                | 1               | 12             |                  | 12          |            | up to 4 attendees - PM, rdwy, drng, and structures (3 hrs each) |
| 5.                          |                   |                 |                |                  |             |            |   |
| 6.                          |                   |                 |                |                  |             |            |   |
| 7.                          |                   |                 |                |                  |             |            |   |
| 8.                          |                   |                 |                |                  |             |            |   |
| 9.                          |                   |                 |                |                  |             |            |   |
| 10.                         |                   |                 |                |                  |             |            |   |
| <b>Subtotal:</b>            |                   |                 |                | <b>0</b>         | <b>95</b>   | <b>0</b>   |   |
| 11. Quality Control         | 5%                |                 | N/A            | N/A              | N/A         | 0          |   |
| 12. Supervision             | 5%                |                 | N/A            | N/A              | N/A         | 0          |   |
| <b>Totals:</b>              |                   |                 |                | <b>0</b>         | <b>95</b>   | <b>0</b>   |   |



**POST DESIGN SERVICES**

**Activity I: Plan Revisions**

| Task                                   | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|--|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Roadway                             | EA                | 8               | 20             | N/A              | 160         |            |   |
| 2. Drainage                            | EA                | 6               | 12             | N/A              | 72          |            |   |
| 3. Fiber Optic Network & Related Items | EA                | 4               | 16             | N/A              | 64          |            |   |
| 4. Signing and Marking                 | EA                |                 |                | N/A              | 0           |            | WBQ   |
| 5. Structures                          | EA                | 20              | 15             | N/A              | 300         |            | Assume 2 sheet revisions per bridge, except Ramp K at 10.<br>(2 x 5 = 10 + 10 = 20) |
| 6. Lighting                            | EA                |                 |                | N/A              | 0           |            |   |
| 7. Utilities                           | EA                |                 |                | N/A              | 0           |            | N/A   |
| 8. Aesthetic Elements                  | EA                | 1               | 4              | N/A              | 4           |            |   |
| 9. Geotechnical Elements               | EA                |                 |                | N/A              | 0           |            | Subs only   |
| 10.                                    |                   |                 |                |                  |             |            |   |
| <b>Subtotal:</b>                       |                   |                 |                | <b>0</b>         | <b>600</b>  |            |   |
| 11. Quality Control                    | 5%                |                 | N/A            | N/A              | 30          |            |   |
| 12. Supervision                        | 5%                |                 | N/A            | N/A              | 30          |            |   |
| <b>Totals:</b>                         |                   |                 |                | <b>0</b>         | <b>660</b>  |            |   |

**POST DESIGN SERVICES**

**Activity J: Bridge Load Ratings**

| Task                | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks |
|---------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---------|
| 1. Bridge 750867    | EA                | 1               | 24             | N/A              | 24          | 0          |         |
| 2. Bridge 750863    | EA                | 1               | 36             | N/A              | 36          | 0          |         |
| 3. Bridge 750864    | EA                | 1               | 36             | N/A              | 36          | 0          |         |
| 4. Bridge 750868    | EA                | 17              | 27.5           | N/A              | 468         | 0          |         |
| 5. Bridge 750869    | EA                | 1               | 24             | N/A              | 24          | 0          |         |
| 6. Bridge 750865    | EA                | 1               | 24             | N/A              | 24          | 0          |         |
| 7. Bridge 750866    | EA                | 1               | 24             | N/A              | 24          | 0          |         |
| 8. Bridge 750870    | EA                | 1               | 24             | N/A              | 24          | 0          |         |
| 9.                  | EA                |                 |                | N/A              | 0           | 0          |         |
| 10.                 |                   |                 |                |                  |             |            |         |
| <b>Subtotal:</b>    |                   |                 |                | <b>0</b>         | <b>660</b>  | <b>0</b>   |         |
| 11. Quality Control | 5%                |                 | N/A            | N/A              | 33          | 0          |         |
| 12. Supervision     | 5%                |                 | N/A            | N/A              | 33          | 0          |         |
| <b>Totals:</b>      |                   |                 |                | <b>0</b>         | <b>726</b>  | <b>0</b>   |         |

**POST DESIGN SERVICES**

**Activity K: Geotechnical Services**

| Task                | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks      |
|---------------------|-------------------|-----------------|----------------|------------------|-------------|------------|--------------|
| 1.                  | EA                |                 |                | N/A              | 0           | 0          | Sub services |
| 2.                  | EA                |                 |                | N/A              | 0           | 0          |              |
| 3.                  | EA                |                 |                | N/A              | 0           | 0          |              |
| 4.                  | EA                |                 |                | N/A              | 0           | 0          |              |
| 5.                  | EA                |                 |                | N/A              | 0           | 0          |              |
| 6.                  | EA                |                 |                | N/A              | 0           | 0          |              |
| 7.                  | EA                |                 |                | N/A              | 0           | 0          |              |
| 8.                  | EA                |                 |                | N/A              | 0           | 0          |              |
| 9.                  | EA                |                 |                | N/A              | 0           | 0          |              |
| 10.                 |                   |                 |                |                  |             |            |              |
| <b>Subtotal:</b>    |                   |                 |                | <b>0</b>         | <b>0</b>    | <b>0</b>   |              |
| 11. Quality Control | 5%                |                 | N/A            | N/A              | 0           | 0          |              |
| 12. Supervision     | 5%                |                 | N/A            | N/A              | 0           | 0          |              |
| <b>Totals:</b>      |                   |                 |                | <b>0</b>         | <b>0</b>    | <b>0</b>   |              |

**POST DESIGN SERVICES**

**Activity L: Utilities**

| Task                | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks      |
|---------------------|-------------------|-----------------|----------------|------------------|-------------|------------|--------------|
| 1.                  | EA                |                 |                | N/A              | 0           | 0          | WBQ proposal |
| 10.                 |                   |                 |                |                  |             |            |              |
| <b>Subtotal:</b>    |                   |                 |                | <b>0</b>         | <b>0</b>    | <b>0</b>   |              |
| 11. Quality Control | 5%                |                 | N/A            | N/A              | 0           | 0          |              |
| 12. Supervision     | 5%                |                 | N/A            | N/A              | 0           | 0          |              |
| <b>Totals:</b>      |                   |                 |                | <b>0</b>         | <b>0</b>    | <b>0</b>   |              |

**POST DESIGN SERVICES**

**Activity M: Record Drawings**

| Task                         | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks                                       |
|------------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Roadway                   | LS                | 1               | 100            | N/A              | 100         |            |   |
| 2. Drainage                  | LS                | 1               | 60             | N/A              | 60          |            |   |
| 3. Fiber Optic Network       | LS                | 1               | 40             | N/A              | 40          |            |   |
| 4. Signing and Marking       |                   |                 |                | N/A              | 0           |            | WBQ efforts                                   |
| 5. Structures                | LS                | 1               | 100            | N/A              | 100         |            |   |
| 6. Lighting                  | LS                | 1               | 24             | N/A              | 24          |            |   |
| 7. Utility Adjustment sheets | LS                | 1               | 30             | N/A              | 30          |            |   |
| 8. Aesthetic Elements        | LS                | 1               | 2              | N/A              | 2           |            |   |
| 9.                           |                   |                 |                |                  |             |            |   |
| 10.                          |                   |                 |                |                  |             |            |   |
| <b>Subtotal:</b>             |                   |                 |                | <b>0</b>         | <b>356</b>  |            |   |
| 11. Quality Control          | 5%                |                 | N/A            | N/A              | 18          |            |   |
| 12. Supervision              | 5%                |                 | N/A            | N/A              | 18          |            |   |
| <b>Totals:</b>               |                   |                 |                | <b>0</b>         | <b>392</b>  |            | 1150 Atkins sheets in the set +/-Dollars!C368 |

**POST DESIGN SERVICES**

**Activity N: Project Management**

| Task                                   | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks |
|--|-------------------|-----------------|----------------|------------------|-------------|------------|---------|
| 1. Monthly progress reports & invoices | Month             | 24              | 2              |                  | 48          |            |         |
| 2. Subconsultant coordination          | Month             | 24              | 2              |                  | 48          |            |         |
| 3. Project documentation               | Week              | 104             | 1.5            |                  | 156         |            |         |
| 4.                                     |                   |                 |                |                  |             |            |         |
| 5.                                     |                   |                 |                |                  |             |            |         |
| 6.                                     |                   |                 |                |                  |             |            |         |
| 7.                                     |                   |                 |                |                  |             |            |         |
| 8.                                     |                   |                 |                |                  |             |            |         |
| 9.                                     |                   |                 |                |                  |             |            |         |
| 10.                                    |                   |                 |                |                  |             |            |         |
| <b>Subtotal:</b>                       |                   |                 |                | <b>0</b>         | <b>252</b>  | <b>0</b>   |         |
| 11. Quality Control                    | 5%                |                 | N/A            | N/A              | 13          | 0          |         |
| 12. Supervision                        | 5%                |                 | N/A            | N/A              | 13          | 0          |         |
| <b>Totals:</b>                         |                   |                 |                | <b>0</b>         | <b>278</b>  | <b>0</b>   |         |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Roadway**

| Task                        | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks |
|-----------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---------|
| 1. Fence & gates            | EA                | 1               | 6              | N/A              | 6           | 0          |         |
| 2. Asphalt Mix Design       | EA                | 1               | 4              | N/A              | 4           | 0          |         |
| 3. Concrete Mix Design      | EA                | 1               | 3              | N/A              | 3           | 0          |         |
| 4. Base Mix Design          | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 5. Gravity Wall             | EA                | 1               | 4              | N/A              | 4           | 0          |         |
| 6. Guardrail                | EA                | 1               | 7              | N/A              | 7           | 0          |         |
| 7. Attenuator               | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 8. Concrete traffic barrier | EA                | 1               | 4              | N/A              | 4           | 0          |         |
| 9. Surcharge                | EA                | 1               | 8              | N/A              | 8           | 0          |         |
| 10. MOT                     | EA                | 1               | 40             | N/A              | 40          | 0          |         |
| 11. Misc/unknown            | EA                | 1               | 60             | N/A              | 60          | 0          |         |
| 12.                         | EA                |                 |                | N/A              | 0           | 0          |         |
| <b>Subtotal:</b>            |                   |                 |                |                  | <b>140</b>  | <b>0</b>   |         |
| 21. Quality Control         | 5%                |                 | N/A            | N/A              | 7           | 0          |         |
| 22. Supervision             | 2%                |                 | N/A            | N/A              | 3           | 0          |         |
| <b>Totals:</b>              |                   |                 |                |                  | <b>150</b>  | <b>0</b>   |         |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Drainage**

| <b>Task</b>                     | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>                                   |
|---------------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|--|
| 1. Steel encased pipe-          | EA                       | 2                      | 4                     | N/A                     | 8                  | 0                 |  |
| 2. Trench Drain                 | EA                       | 2                      | 4                     | N/A                     | 8                  | 0                 |  |
| 3. Chimney Drain                | EA                       | 2                      | 4                     | N/A                     | 8                  | 0                 |  |
| 4. Type 5b underdrain, modified | EA                       | 2                      | 4                     | N/A                     | 8                  | 0                 |  |
| 5. Wall gutter outlet           | EA                       | 2                      | 4                     | N/A                     | 8                  | 0                 |  |
| 6. Miscellaneous structures     | EA                       | 50                     | 3                     | N/A                     | 150                | 0                 | Assume that dwgs submitted for 25% of structures |
| 7. Outfalls                     | EA                       | 6                      | 2                     | N/A                     | 12                 | 0                 |  |
| 8. Misc/unknown                 | EA                       | 1                      | 24                    | N/A                     | 24                 | 0                 |  |
| <b>Subtotal:</b>                |                          |                        |                       |                         | <b>226</b>         | <b>0</b>          |  |
| 21. Quality Control             | 5%                       |                        | N/A                   | N/A                     | 11                 | 0                 |  |
| 22. Supervision                 | 2%                       |                        | N/A                   | N/A                     | 5                  | 0                 |  |
| <b>Totals:</b>                  |                          |                        |                       |                         | <b>242</b>         | <b>0</b>          |  |



**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Fiber Optic Network & Related Items (1 of 2)**

| Task                             | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks  |
|----------------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|--|
| 1. Conduit                       | EA                | 6               | 1              | N/A              | 6           | 0          | HDPE fiber Conduit and electrical conduit, fittings, elbows, sweeps and glue |
| 2. RS 485 - Communication Wire   | EA                | 2               | 2              | N/A              | 4           | 0          |  |
| 3. Fiber Optic Cable 12 count    | EA                | 1               | 1.5            | N/A              | 1.5         | 0          |  |
| 4. Fiber Optic Cable 24 count    | EA                | 1               | 1.5            | N/A              | 1.5         | 0          |  |
| 5. Fiber Optic Cable 72 Count    | EA                | 1               | 1.5            | N/A              | 1.5         | 0          |  |
| 6. Fiber Patch panel             | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 7. UPS system                    | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 8. UPS Batteries                 | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 9. ITS Cabinet                   | EA                | 1               | 3              | N/A              | 3           | 0          |  |
| 10. NEMA Enclosure               | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 11. Ethernet Switch              | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 12. ITS Commander                | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 13. APT Surge Protection Devices | EA                | 1               | 3              | N/A              | 3           | 0          |  |
| 14. Splice Enclosure             | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 15. Splice Tray                  | EA                | 1               | 1              | N/A              | 1           | 0          |  |
| 16. Fiber Pullbox                | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 17. Electrical Pullbox           | EA                | 1               | 2              | N/A              | 2           | 0          |  |
| 18. FOMH 4x4x4                   | EA                | 1               | 3              | N/A              | 3           | 0          |  |
| 19. FOMH 4x6.5x6.5               | EA                | 1               | 3              | N/A              | 3           | 0          |  |
| 20. BPPG Conduit                 | EA                | 1               | 2              | N/A              | 2           | 0          |  |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Fiber Optic Network & Related Items (2 of 2)**

| Task                                 | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks |
|--------------------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---------|
| 21. Bridge Hangers                   | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 22. PVC Conduit                      | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 23. Radar Devices                    | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 24. Device Servers                   | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 25. Wire harnesses for Radar Devices | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 26. DCS devices                      | EA                | 1               | 3              | N/A              | 3           | 0          |         |
| 27. Antennae for DCS devices         | EA                | 1               | 3              | N/A              | 3           | 0          |         |
| 28. Enclosures for DCS Readers       | EA                | 1               | 3              | N/A              | 3           | 0          |         |
| 29. Reader Units for DCS             | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 30. Coaxial Cable for DCS units      | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 31. Electrical Transformers          | EA                | 1               | 4              | N/A              | 4           | 0          |         |
| 32. Electrical Load Centers          | EA                | 1               | 4              | N/A              | 4           | 0          |         |
| 33. Electrical Disconnects           | EA                | 1               | 4              | N/A              | 4           | 0          |         |
| 34. Ground Rods                      | EA                | 1               | 1              | N/A              | 1           | 0          |         |
| 35. Lightning Arrestors              | EA                | 1               | 1              | N/A              | 1           | 0          |         |
| 36. Rigid Galvanized Steel Conduits  | EA                | 1               | 1              | N/A              | 1           | 0          |         |
| 37. Misc/unknown                     | EA                | 1               | 24             | N/A              | 24          | 0          |         |
| 38.                                  | EA                |                 |                | N/A              | 0           | 0          |         |
| <b>Subtotal:</b>                     |                   |                 |                |                  | <b>110</b>  | <b>0</b>   |         |
| 39. Quality Control                  | 5%                |                 | N/A            | N/A              | 5           | 0          |         |
| 40. Supervision                      | 2%                |                 | N/A            | N/A              | 2           | 0          |         |
| <b>Totals:</b>                       |                   |                 |                |                  | <b>117</b>  | <b>0</b>   |         |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Signing**

| <b>Task</b>                              | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b> |
|--|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|----------------|
| 1. Backcheck of WBQ for guide signs only | LS                       | 1                      | 12                    | N/A                     | 12                 | 0                 |                |
| 2.                                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |                |
| <b>Subtotal:</b>                         |                          | <b>1</b>               | <b>12</b>             |                         | <b>12</b>          | <b>0</b>          |                |
| 21. Quality Control                      | 5%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                |
| 22. Supervision                          | 5%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                |
| <b>Totals:</b>                           |                          |                        |                       |                         | <b>12</b>          | <b>0</b>          |                |

**Wekiva Parkway 429-204**  
**Central Florida Expressway Authority**

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Structures B1 Ramp J Over Ondich Road**

| Task  | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|---|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Mix design                                   | EA                | 6               | 2              | N/A              | 12          | 0          | Included separately for each bridge, allowing for changes in suppliers during construction.               |
| 2. SIP Forms                                    | EA                | 1               | 20             | N/A              | 20          | 0          |   |
| 3. Bearings                                     | EA                | 2               | 8              | N/A              | 16          | 0          |   |
| 4. Girders - Reinforcing Steel and Prestressing | EA                | 2               | 24             | N/A              | 48          | 0          | Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-48 girders. |
| 5. Expansion Joints                             | EA                | 1               | 4              | N/A              | 4           | 0          |   |
| 6. Pile installation plan                       | EA                | 1               | 16             | N/A              | 16          | 0          |   |
| 7. Fiber Optic Conduit Attachment               | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 8. Underdeck lighting                           | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 9. Out of pile tolerance                        | EA                | 2               | 16             | N/A              | 32          | 0          | Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.             |
| 10. Girder bracing                              | EA                | 1               | 8              | N/A              | 8           | 0          | Shop drawings   |
| 11.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 12.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 13.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 14.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 15.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 16.   | EA                |                 |                | N/A              | 0           | 0          |   |
| <b>Subtotal:</b>                                |                   |                 |                |                  | <b>172</b>  | <b>0</b>   |   |
| 17. Quality Control                             | 5%                |                 | N/A            | N/A              | 9           | 0          |   |
| 18. Supervision                                 | 2%                |                 | N/A            | N/A              | 3           | 0          |   |
| <b>Totals:</b>                                  |                   |                 |                |                  | <b>184</b>  | <b>0</b>   |   |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Structures B2 SR 429 Over Ramp M and Ondich Road**

| Task  | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|---|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Mix design                                   | EA                | 6               | 2              | N/A              | 12          | 0          |   |
| 2. SIP Forms                                    | EA                | 4               | 20             | N/A              | 80          | 0          | Two spans, spacing varies   |
| 3. Bearings                                     | EA                | 8               | 4              | N/A              | 32          | 0          | Design calculations, detailed shop drawings showing all components, materials, dimensions are in conformance with the plans and CFX specifications. |
| 4. Girders - Reinforcing Steel and Prestressing | EA                | 12              | 12             | N/A              | 144         | 0          | Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-63 girders. Some repetition in shop drawing.          |
| 5. Expansion Joints                             | EA                | 1               | 4              | N/A              | 4           | 0          |   |
| 6. Pile installation plan                       | EA                | 4               | 16             | N/A              | 64          | 0          | For NBR values, installation plan for each  |
| 7. Fiber Optic Conduit Attachment               | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 8. Underdeck lighting                           | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 9. Out of pile tolerance                        | EA                | 2               | 16             | N/A              | 32          | 0          | Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.   |
| 10. Girder bracing                              | EA                | 4               | 8              | N/A              | 32          | 0          | Shop drawings   |
| 11.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 12.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 13.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 14.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 15.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 16.   | EA                |                 |                | N/A              | 0           | 0          |   |
| <b>Subtotal:</b>                                |                   |                 |                |                  | <b>416</b>  | <b>0</b>   |   |
| 17. Quality Control                             | 5%                |                 | N/A            | N/A              | 21          | 0          |   |
| 18. Supervision                                 | 2%                |                 | N/A            | N/A              | 8           | 0          |   |
| <b>Totals:</b>                                  |                   |                 |                |                  | <b>445</b>  | <b>0</b>   |   |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Structures B3 Ramp K Flyover**

| Task                                  | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours  | CADD Hours | Remarks   |
|---------------------------------------|-------------------|-----------------|----------------|------------------|--------------|------------|---|
| 1. Mix design                         | EA                | 6               | 2              | N/A              | 12           | 0          |   |
| 2. SIP Forms                          | EA                | 5               | 20             | N/A              | 100          | 0          | Varying girder spacing with tangent and curved segments. Includes calculation review.   |
| 3. Pot Bearings                       | EA                | 36              | 4              | N/A              | 144          | 0          | Multi-rotational bearings, design calculations, signed and sealed by a Specialty Engineer, confirming that all components are in conformance with the plans and Specifications.   |
| 4. Post-tensioning System             | EA                | 10              | 10             | N/A              | 100          | 0          | Post tension system review for both bottom tendons & continuous strands. Review includes post-tensioning hardware, working drawings, manuals, & signed and sealed PT related shop drawings & supporting calculations designed by the Contractor's Engineer of Record. Complete stress & camber calculations in each erection stage will be reviewed. Per Unit $2 \times 5 = 10$ . |
| 5. Expansion Joints and cover plates. | EA                | 6               | 4              | N/A              | 24           | 0          | Flexible strip seal system & cover plates as detailed in the plan set.  |
| 6. Erection Plan                      | EA                | 5               | 40             | N/A              | 200          | 0          | Includes, schedule, temporary falsework, and shoring designs signed and sealed shop drawings and calculations by Contractor's Specialty Engineer. Review supporting calculations indicate that the design unit stresses have not been exceeded. See specification 460-7.1.3 for list of included items. Erection plan for each of the 5 Units                                     |
| 7. Interior Lighting/Conduits         | EA                | 10              | 4              | N/A              | 40           | 0          | Layout per U-Beam Unit $5 \times 2 = 10$  |
| 8. Integrated Segment Shop Drawings   | EA                | 58              | 20             | N/A              | 1,160        | 0          | Total number segments = Unit 1: $7 \times 2 = 14$ ; Unit 2: $7 \times 2 = 14$ ; Unit 3: $5 \times 2 = 10$ ; Unit 4: $5 \times 2 = 10$ ; Unit 5: $5 \times 2 = 10$ . 58 total segments to review mild & post tension layout & supporting calculations  |
| 9. Drainage Scuppers                  | EA                | 2               | 8              | N/A              | 16           | 0          | Two conditions, full shop drawings requested in coordination with precast segments.   |
| 10. Out of pile tolerance             | EA                | 6               | 16             | N/A              | 96           | 0          | Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.   |
| 11. Girder bracing                    | EA                | 10              | 4              | N/A              | 40           | 0          | Shop drawings   |
| 12.                                   | EA                |                 |                | N/A              | 0            | 0          |   |
| <b>Subtotal:</b>                      |                   |                 |                |                  | <b>1,932</b> | <b>0</b>   |   |
| 13. Quality Control                   | 5%                |                 | N/A            | N/A              | 97           | 0          |   |
| 14. Supervision                       | 2%                |                 | N/A            | N/A              | 39           | 0          |   |
| <b>Totals:</b>                        |                   |                 |                |                  | <b>2,067</b> | <b>0</b>   |   |

**Wekiva Parkway 429-204**  
**Central Florida Expressway Authority**

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Structures B4 Ramp L Over Plymouth Sorrento Road**

| Task  | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|---|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Mix design                                   | EA                | 6               | 2              | N/A              | 12          | 0          |   |
| 2. SIP Forms                                    | EA                | 1               | 20             | N/A              | 20          | 0          |   |
| 3. Bearings                                     | EA                | 2               | 8              | N/A              | 16          | 0          |   |
| 4. Girders - Reinforcing Steel and Prestressing | EA                | 2               | 24             | N/A              | 48          | 0          | Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-72 girders. |
| 5. Expansion Joints                             | EA                | 1               | 4              | N/A              | 4           | 0          |   |
| 6. Pile installation plan                       | EA                | 1               | 16             | N/A              | 16          | 0          |   |
| 7. Fiber Optic Conduit Attachment               | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 8. Underdeck lighting                           | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 9. Out of pile tolerance                        | EA                | 2               | 16             | N/A              | 32          | 0          | Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.             |
| 10. Girder bracing                              | EA                | 1               | 8              | N/A              | 8           | 0          | Shop drawings   |
| 11.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 12.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 13.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 14.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 15.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 16.   | EA                |                 |                | N/A              | 0           | 0          |   |
| <b>Subtotal:</b>                                |                   |                 |                |                  | <b>172</b>  | <b>0</b>   |   |
| 17. Quality Control                             | 5%                |                 | N/A            | N/A              | 9           | 0          |   |
| 18. Supervision                                 | 2%                |                 | N/A            | N/A              | 3           | 0          |   |
| <b>Totals:</b>                                  |                   |                 |                |                  | <b>184</b>  | <b>0</b>   |   |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Structures B5 SR 429 Over Plymouth Sorrento Road**

| Task  | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|---|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Mix design                                   | EA                | 6               | 2              | N/A              | 12          | 0          |   |
| 2. SIP Forms                                    | EA                | 1               | 20             | N/A              | 20          | 0          |   |
| 3. Bearings                                     | EA                | 4               | 8              | N/A              | 32          | 0          |   |
| 4. Girders - Reinforcing Steel and Prestressing | EA                | 6               | 12             | N/A              | 72          | 0          | Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-72 girders. Some repetition in shop drawing |
| 5. Expansion Joints                             | EA                | 1               | 4              | N/A              | 4           | 0          |   |
| 6. Pile installation plan                       | EA                | 1               | 16             | N/A              | 16          | 0          |   |
| 7. Fiber Optic Conduit Attachment               | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 8. Underdeck lighting                           | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 9. Out of pile tolerance                        | EA                | 2               | 16             | N/A              | 32          | 0          | Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.   |
| 10. Girder bracing                              | EA                | 2               | 8              | N/A              | 16          | 0          | Shop drawings   |
| 11.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 12.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 13.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 14.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 15.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 16.   | EA                |                 |                | N/A              | 0           | 0          |   |
| <b>Subtotal:</b>                                |                   |                 |                |                  | <b>220</b>  | <b>0</b>   |   |
| 17. Quality Control                             | 5%                |                 | N/A            | N/A              | 11          | 0          |   |
| 18. Supervision                                 | 2%                |                 | N/A            | N/A              | 4           | 0          |   |
| <b>Totals:</b>                                  |                   |                 |                |                  | <b>235</b>  | <b>0</b>   |   |



**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Structures Structures B6 Ramp M Over Plymouth Sorrento Road**

| Task  | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|---|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Mix design                                   | EA                | 6               | 2              | N/A              | 12          | 0          |   |
| 2. SIP Forms                                    | EA                | 1               | 20             | N/A              | 20          | 0          |   |
| 3. Bearings                                     | EA                | 2               | 8              | N/A              | 16          | 0          |   |
| 4. Girders - Reinforcing Steel and Prestressing | EA                | 3               | 12             | N/A              | 36          | 0          | Design plans call for complete submittal of reinforcing steel for haunched modified Florida U-72 girders. Some repetition in shop drawing |
| 5. Expansion Joints                             | EA                | 1               | 4              | N/A              | 4           | 0          |   |
| 6. Pile installation plan                       | EA                | 1               | 16             | N/A              | 16          | 0          |   |
| 7. Fiber Optic Conduit Attachment               | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 8. Underdeck lighting                           | EA                | 1               | 8              | N/A              | 8           | 0          |   |
| 9. Out of pile tolerance                        | EA                | 2               | 16             | N/A              | 32          | 0          | Review of EOR submittal for pile placed out of tolerance. Will require rerun of our analysis.   |
| 10. Girder bracing                              | EA                | 1               | 8              | N/A              | 8           | 0          | Shop drawings   |
| 11.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 12.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 13.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 14.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 15.   | EA                |                 |                | N/A              | 0           | 0          |   |
| 16.   | EA                |                 |                | N/A              | 0           | 0          |   |
| <b>Subtotal:</b>                                |                   |                 |                |                  | <b>160</b>  | <b>0</b>   |   |
| 17. Quality Control                             | 5%                |                 | N/A            | N/A              | 8           | 0          |   |
| 18. Supervision                                 | 2%                |                 | N/A            | N/A              | 3           | 0          |   |
| <b>Totals:</b>                                  |                   |                 |                |                  | <b>171</b>  | <b>0</b>   |   |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Structures MSE Walls and Miscellaneous Structures**

| <b>Task</b>                 | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>                 |
|-----------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|--------------------------------|
| 1. Permanent MSE Walls      | EA                       | 13                     | 10                    | N/A                     | 130                | 0                 |                                |
| 2. Overhead Sign Structures | EA                       | 8                      | 8                     | N/A                     | 64                 | 0                 | 2 cantilever, 6 span structure |
| 3. MOT elements protection  | LS                       | 1                      | 40                    | N/A                     | 40                 | 0                 |                                |
| 4. Unknown                  | LS                       | 1                      | 100                   | N/A                     | 100                | 0                 |                                |
| 5.                          | EA                       |                        |                       | N/A                     | 0                  | 0                 |                                |
| <b>Subtotal:</b>            |                          |                        |                       |                         | <b>334</b>         | <b>0</b>          |                                |
| 17. Quality Control         | 5%                       |                        | N/A                   | N/A                     | 17                 | 0                 |                                |
| 18. Supervision             | 2%                       |                        | N/A                   | N/A                     | 7                  | 0                 |                                |
| <b>Totals:</b>              |                          |                        |                       |                         | <b>357</b>         | <b>0</b>          |                                |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Lighting**

| Task                     | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks |
|--------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---------|
| 1. LED for signs         | EA                | 1               | 4              | N/A              | 4           | 0          |         |
| 2. LED for underdeck     | EA                | 1               | 4              | N/A              | 4           | 0          |         |
| 3. Underdeck overall     | EA                | 1               | 2              | N/A              | 2           | 0          |         |
| 4. light poles           | EA                | 6               | 2              | N/A              | 12          | 0          |         |
| 5. conduits/conductors   | EA                | 6               | 2              | N/A              | 12          | 0          |         |
| 6. load centers/switches | EA                | 2               | 4              | N/A              | 8           | 0          |         |
|                          | EA                |                 |                | N/A              | 0           | 0          |         |
| <b>Subtotal:</b>         |                   |                 |                |                  | <b>42</b>   | <b>0</b>   |         |
| 21. Quality Control      | 5%                |                 | N/A            | N/A              | 2           | 0          |         |
| 22. Supervision          | 2%                |                 | N/A            | N/A              | 1           | 0          |         |
| <b>Totals:</b>           |                   |                 |                |                  | <b>45</b>   | <b>0</b>   |         |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Utility Relocation Packages**

| <b>Task</b>             | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>                 |
|-------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|--------------------------------|
| 1. Coord and processing | EA                       |                        |                       | N/A                     | 4                  | 0                 | Atkins coord only, rest by WBQ |
|                         | EA                       |                        |                       | N/A                     | 0                  | 0                 |                                |
|                         | EA                       |                        |                       | N/A                     | 0                  | 0                 |                                |
| <b>Subtotal:</b>        |                          |                        |                       |                         | <b>4</b>           | <b>0</b>          |                                |
| 21. Quality Control     | 5%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                                |
| 22. Supervision         | 5%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                                |
| <b>Totals:</b>          |                          |                        |                       |                         | <b>4</b>           | <b>0</b>          |                                |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Aesthetic Elements**

| <b>Task</b>                 | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b> |
|-----------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|----------------|
| 1. Paint, formliners, misc. | LS                       | 1                      | 48                    | N/A                     | 48                 | 0                 |                |
| 2.                          | EA                       |                        |                       | N/A                     | 0                  | 0                 |                |
| 19.                         | EA                       |                        |                       | N/A                     | 0                  | 0                 |                |
| 20.                         | EA                       |                        |                       | N/A                     | 0                  | 0                 |                |
| <b>Subtotal:</b>            |                          |                        |                       |                         | <b>48</b>          | <b>0</b>          |                |
| 21. Quality Control         | 5%                       |                        | N/A                   | N/A                     | 2                  | 0                 |                |
| 22. Supervision             | 2%                       |                        | N/A                   | N/A                     | 1                  | 0                 |                |
| <b>Totals:</b>              |                          |                        |                       |                         | <b>51</b>          | <b>0</b>          |                |

**POST DESIGN SERVICES**

**Activity F: Shop Drawing Reviews - Geotechnical Elements**

| <b>Task</b>                    | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>                        |
|--------------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|---------------------------------------|
| 1. coordination and processing | EA                       |                        |                       | N/A                     | 8                  | 0                 | All by subs, Atkins coordination only |
|                                | EA                       |                        |                       | N/A                     | 0                  | 0                 |                                       |
| <b>Subtotal:</b>               |                          |                        |                       |                         | <b>8</b>           | <b>0</b>          |                                       |
| 21. Quality Control            | 5%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                                       |
| 22. Supervision                | 5%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                                       |
| <b>Totals:</b>                 |                          |                        |                       |                         | <b>8</b>           | <b>0</b>          |                                       |

## **Ardaman & Associates, Inc**

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Subconsultant  
Wekiva Section 429-204  
Post Design Fee Proposal

**Fee: \$68,888.22**

Central Florida Expressway Authority  
 Post Design Services Summary Fee Sheet  
 Wekiva Parkway, Section 429-204

SUB CONSULTANT: Ardaman

| POST DESIGN<br>ACTIVITY<br>DESCRIPTION                    | Chief Engineer |                      | Senior Engineer |                      | Project Engineer |                      | Engineering Intern |   | CADD Operator |                      | Sr. Engineering Tech |                      | Secretary/ Clerical |                      | TOTAL             |                            |                  |             |             |        |        |                    |
|---|----------------|----------------------|-----------------|----------------------|------------------|----------------------|--------------------|---|---------------|----------------------|----------------------|----------------------|---------------------|----------------------|-------------------|----------------------------|------------------|-------------|-------------|--------|--------|--------------------|
|   | Rate/Hr.       | 48.08                | Rate/Hr.        | 47.10                | Rate/Hr.         | 33.22                | Rate/Hr.           | 23.79   | Rate/Hr.      | 21.10                | Rate/Hr.             | 19.44                | Rate/Hr.            | 15.73                |                   |                            |                  |             |             |        |        |                    |
|   | MAN<br>HRS.    | Cost by<br>Pos & Act | MAN<br>HRS.     | Cost by<br>Pos & Act | MAN<br>HRS.      | Cost by<br>Pos & Act | MAN<br>HRS.        | Cost by<br>Pos & Act  | MAN<br>HRS.   | Cost by<br>Pos & Act | MAN<br>HRS.          | Cost by<br>Pos & Act | MAN<br>HRS.         | Cost by<br>Pos & Act | MH BY<br>ACTIVITY | SALARY COST<br>BY ACTIVITY | AVG HRLY<br>RATE |             |             |        |        |                    |
| C. Pre-Bid Conference                                     |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| D. Addenda  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| E. Field Visits   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| F. Shop Drawing Reviews                                   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Roadway   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Drainage/Permits  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Fiber Optic Network                                       |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Signing and Marking                                       |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Structures  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Lighting  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Utilities   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Aesthetic Elements  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| Geotechnical Elements                                     |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| G. Requests for Information                               |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| H. Meetings   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| I. Plan Revisions   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| J. Bridge Load Ratings                                    |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| K. Geotechnical Services                                  | 12             | \$576.96             | 140             | \$6,594.00           |                  | \$0.00               | 190                | \$4,520.10  |               | \$0.00               | 510                  | \$9,914.40           | 8                   | \$125.84             | 860               | \$21,731.30                | \$25.27          |             |             |        |        |                    |
| L. Utilities  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| M. Record Drawings  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| N. Project Management                                     |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |                    | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |             |             |        |        |                    |
| <b>TOTALS:</b>  | <b>12</b>      | <b>\$576.96</b>      | <b>140</b>      | <b>\$6,594.00</b>    | <b>0</b>         | <b>\$0.00</b>        | <b>190</b>         | <b>\$4,520.10</b>   | <b>0</b>      | <b>\$0.00</b>        | <b>510</b>           | <b>\$9,914.40</b>    | <b>8</b>            | <b>\$125.84</b>      | <b>860</b>        | <b>\$21,731.30</b>         | <b>\$25.27</b>   |             |             |        |        |                    |
| <b>DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:</b> |                |                      |                 |                      |                  |                      |                    | <b>TOTAL CONTRACT FEE COMPUTATIONS:</b>   |               |                      |                      |                      |                     |                      |                   |                            |                  |             |             |        |        |                    |
|   |                |                      |                 |                      |                  |                      |                    | TOTAL ACTIVITY SALARY COSTS: <table style="float: right; margin-left: auto;"> <tr><td>\$21,731.30</td></tr> <tr><td>\$68,888.22</td></tr> <tr><td>\$0.00</td></tr> <tr><td>\$0.00</td></tr> <tr><td><b>\$68,888.22</b></td></tr> </table> |               |                      |                      |                      |                     |                      |                   |                            |                  | \$21,731.30 | \$68,888.22 | \$0.00 | \$0.00 | <b>\$68,888.22</b> |
| \$21,731.30   |                |                      |                 |                      |                  |                      |                    |   |               |                      |                      |                      |                     |                      |                   |                            |                  |             |             |        |        |                    |
| \$68,888.22   |                |                      |                 |                      |                  |                      |                    |   |               |                      |                      |                      |                     |                      |                   |                            |                  |             |             |        |        |                    |
| \$0.00  |                |                      |                 |                      |                  |                      |                    |   |               |                      |                      |                      |                     |                      |                   |                            |                  |             |             |        |        |                    |
| \$0.00  |                |                      |                 |                      |                  |                      |                    |   |               |                      |                      |                      |                     |                      |                   |                            |                  |             |             |        |        |                    |
| <b>\$68,888.22</b>  |                |                      |                 |                      |                  |                      |                    |   |               |                      |                      |                      |                     |                      |                   |                            |                  |             |             |        |        |                    |
|   |                |                      |                 |                      |                  |                      |                    | Ardaman FEE:  |               |                      |                      |                      |                     |                      |                   |                            |                  |             |             |        |        |                    |



**POST DESIGN SERVICES**

**Activity K: Geotechnical Services**

| Task   | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks      |
|--|-------------------|-----------------|----------------|------------------|-------------|------------|--------------|
| 1. General Consulting Services   | EA                | 1               | 83             | N/A              | 83          | 0          | Sub services |
| 2. Services Relative to Monitoring of Deep Injection Grouting and Surcharge Settlement | EA                | 1               | 777            | N/A              | 777         | 0          |              |
| 3.   | EA                |                 |                | N/A              | 0           | 0          |              |
| 4.   | EA                |                 |                | N/A              | 0           | 0          |              |
|  |                   |                 |                |                  |             |            |              |
| <b>Subtotal:</b>   |                   |                 |                | <b>0</b>         | <b>860</b>  | <b>0</b>   |              |
| 11. Quality Control  | 0                 |                 | N/A            | N/A              | 0           | 0          |              |
| 12. Supervision  | 0                 |                 | N/A            | N/A              | 0           | 0          |              |
| <b>Totals:</b>   |                   |                 |                | <b>0</b>         | <b>860</b>  | <b>0</b>   |              |

# **Geotechnical and Environmental Consultants, Inc (GEC)**

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Subconsultant  
Wekiva Section 429-204  
Post Design Fee Proposal

**Fee: \$9,350.06**

Central Florida Expressway Authority  
 Post Design Services Summary Fee Sheet  
 Wekiva Parkway, Section 429-204

SUB CONSULTANT: GEC

| POST DESIGN<br>ACTIVITY<br>DESCRIPTION                    | Chief Engineer |                      | Senior Engineer |                      | Project Engineer |                      | Engineer    |   | CADD Operator |                      | Sr. Engineering Tech |                      | Secretary/ Clerical |                      | TOTAL             |                            |                  |
|---|----------------|----------------------|-----------------|----------------------|------------------|----------------------|-------------|---|---------------|----------------------|----------------------|----------------------|---------------------|----------------------|-------------------|----------------------------|------------------|
|   | Rate/Hr.       | 51.93                | Rate/Hr.        | 45.08                | Rate/Hr.         | 30.53                | Rate/Hr.    | 25.00   | Rate/Hr.      | 29.79                | Rate/Hr.             | 24.47                | Rate/Hr.            | 19.48                |                   |                            |                  |
|   | MAN<br>HRS.    | Cost by<br>Pos & Act | MAN<br>HRS.     | Cost by<br>Pos & Act | MAN<br>HRS.      | Cost by<br>Pos & Act | MAN<br>HRS. | Cost by<br>Pos & Act  | MAN<br>HRS.   | Cost by<br>Pos & Act | MAN<br>HRS.          | Cost by<br>Pos & Act | MAN<br>HRS.         | Cost by<br>Pos & Act | MH BY<br>ACTIVITY | SALARY COST<br>BY ACTIVITY | AVG HRLY<br>RATE |
| C. Pre-Bid Conference                                     |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| D. Addenda  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| E. Field Visits   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| F. Shop Drawing Reviews                                   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Roadway   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Drainage/Permits  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Fiber Optic Network                                       |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Signing and Marking                                       |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Structures  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Lighting  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Utilities   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Aesthetic Elements  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Geotechnical Elements                                     |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| G. Requests for Information                               |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| H. Meetings   |                | \$0.00               | 8               | \$360.64             | 8                | \$244.24             |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 16                | \$604.88                   | \$37.81          |
| I. Plan Revisions   |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| J. Bridge Load Ratings                                    |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| K. Geotechnical Services                                  |                | \$0.00               |                 | \$0.00               | 28               | \$854.84             |             | \$0.00  | 4             | \$119.16             | 36                   | \$880.92             |                     | \$0.00               | 68                | \$1,854.92                 | \$27.28          |
| L. Utilities  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| M. Record Drawings  |                | \$0.00               |                 | \$0.00               |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               |                     | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| N. Project Management                                     |                | \$0.00               | 4               | \$180.32             |                  | \$0.00               |             | \$0.00  |               | \$0.00               |                      | \$0.00               | 4                   | \$77.92              | 8                 | \$258.24                   | \$32.28          |
| <b>TOTALS:</b>  | <b>0</b>       | <b>\$0.00</b>        | <b>12</b>       | <b>\$540.96</b>      | <b>36</b>        | <b>\$1,099.08</b>    | <b>0</b>    | <b>\$0.00</b>   | <b>4</b>      | <b>\$119.16</b>      | <b>36</b>            | <b>\$880.92</b>      | <b>4</b>            | <b>\$77.92</b>       | <b>92</b>         | <b>\$2,718.04</b>          | <b>\$29.54</b>   |
| <b>DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:</b> |                |                      |                 |                      |                  |                      |             | <b>TOTAL CONTRACT FEE COMPUTATIONS:</b>   |               |                      |                      |                      |                     |                      |                   |                            |                  |
|   |                |                      |                 |                      |                  |                      |             | TOTAL ACTIVITY SALARY COSTS:<br>Multiplier - 3.44   |               |                      |                      |                      |                     |                      |                   |                            |                  |
|   |                |                      |                 |                      |                  |                      |             | Field Exploration _____ \$2,718.04<br>Laboratory Testing _____ \$9,350.06<br>_____<br>_____<br><b>GEC FEE: \$9,350.06</b> |               |                      |                      |                      |                     |                      |                   |                            |                  |

**POST DESIGN SERVICES**

**Activity H: Meetings**

| Task                | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks |
|---------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---------|
| 1. Other Meetings   | EA                | 4               | 4              |                  | 16          |            |         |
| 2.                  |                   |                 |                |                  | 0           |            |         |
| 3.                  |                   |                 |                |                  | 0           |            |         |
| 4.                  |                   |                 |                |                  | 0           |            |         |
| <b>Subtotal:</b>    |                   |                 |                | <b>0</b>         | <b>16</b>   | <b>0</b>   |         |
| 11. Quality Control | 0%                |                 | N/A            | N/A              | N/A         | 0          |         |
| 12. Supervision     | 0%                |                 | N/A            | N/A              | N/A         | 0          |         |
| <b>Totals:</b>      |                   |                 |                | <b>0</b>         | <b>16</b>   | <b>0</b>   |         |

**POST DESIGN SERVICES**

**Activity K: Geotechnical Services**

| <b>Task</b>              | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>                                      |
|--------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|---|
| 1. Geotechnical Services | EA                       | 1                      | 62                    | N/A                     | 62                 | 0                 | Consult on Pile Driving and Problematic Soil Issues |
| 2.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |   |
| 3.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |   |
| 4.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |   |
|                          |                          |                        |                       |                         |                    |                   |   |
| <b>Subtotal:</b>         |                          |                        |                       | <b>0</b>                | <b>62</b>          | <b>0</b>          |   |
| 11. Quality Control      | 5%                       |                        | N/A                   | N/A                     | 3                  | 0                 |   |
| 12. Supervision          | 5%                       |                        | N/A                   | N/A                     | 3                  | 0                 |   |
| <b>Totals:</b>           |                          |                        |                       | <b>0</b>                | <b>68</b>          | <b>0</b>          |   |

**POST DESIGN SERVICES**

**Activity N: Project Management**

| <b>Task</b>                   | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b> |
|-------------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|----------------|
| 1. General Project Management | EA                       | 1                      | 8                     |                         | 8                  |                   |                |
| 2.                            | EA                       |                        |                       |                         | 0                  |                   |                |
| 3.                            | EA                       |                        |                       |                         | 0                  |                   |                |
| 4.                            |                          |                        |                       |                         |                    |                   |                |
|                               |                          |                        |                       |                         |                    |                   |                |
| <b>Subtotal:</b>              |                          |                        |                       | <b>0</b>                | <b>8</b>           | <b>0</b>          |                |
| 11. Quality Control           | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |                |
| 12. Supervision               | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |                |
| <b>Totals:</b>                |                          |                        |                       | <b>0</b>                | <b>8</b>           | <b>0</b>          |                |

## **Antillian Engineering Associates, Inc.**

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Subconsultant  
Wekiva Section 429-204  
Post Design Fee Proposal

**Fee: \$13,021.67**

Central Florida Expressway Authority  
Post Design Services Summary Fee Sheet  
Wekiva Parkway, Section 429-204

SUB CONSULTANT: Antillian

| POST DESIGN ACTIVITY DESCRIPTION                          | Project Manager |                   | Project Engineer |                   | Engineering Intern   |                   | CADD Operator |                   | Sr. Engineering Tech |                   | Admin/ Clerical |                   | TOTAL          |                         |                |
|---|-----------------|-------------------|------------------|-------------------|--|-------------------|---------------|-------------------|----------------------|-------------------|-----------------|-------------------|----------------|-------------------------|----------------|
|   | Rate/Hr.        | 43.27             | Rate/Hr.         | 43.27             | Rate/Hr.   | 24.00             | Rate/Hr.      | 26.92             | Rate/Hr.             | 14.00             | Rate/Hr.        | 0                 | MH BY ACTIVITY | SALARY COST BY ACTIVITY | AVG HRLY RATE  |
|   | MAN HRS.        | Cost by Pos & Act | MAN HRS.         | Cost by Pos & Act | MAN HRS.   | Cost by Pos & Act | MAN HRS.      | Cost by Pos & Act | MAN HRS.             | Cost by Pos & Act | MAN HRS.        | Cost by Pos & Act |                |                         |                |
| C. Pre-Bid Conference                                     |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| D. Addenda  |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| E. Field Visits   |                 | \$0.00            | 8                | \$346.16          |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 8              | \$346.16                | \$43.27        |
| F. Shop Drawing Reviews                                   |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Roadway   |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Drainage/Permits  |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Fiber Optic Network                                       |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Signing and Marking                                       |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Structures  |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Lighting  |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Utilities   |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Aesthetic Elements  |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| Geotechnical Elements                                     |                 | \$0.00            | 12               | \$519.24          |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 12             | \$519.24                | \$43.27        |
| G. Requests for Information                               |                 | \$0.00            | 14               | \$605.78          |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 14             | \$605.78                | \$43.27        |
| H. Meetings   |                 | \$0.00            | 16               | \$692.32          |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 16             | \$692.32                | \$43.27        |
| I. Plan Revisions   |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| J. Bridge Load Ratings                                    |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| K. Geotechnical Services                                  |                 | \$0.00            | 32               | \$1,384.64        |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 32             | \$1,384.64              | \$43.27        |
| L. Utilities  |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| M. Record Drawings  |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| N. Project Management                                     |                 | \$0.00            |                  | \$0.00            |  | \$0.00            |               | \$0.00            |                      | \$0.00            |                 | \$0.00            | 0              | \$0.00                  | #DIV/0!        |
| <b>TOTALS:</b>  | <b>0</b>        | <b>\$0.00</b>     | <b>82</b>        | <b>\$3,548.14</b> | <b>0</b>   | <b>\$0.00</b>     | <b>0</b>      | <b>\$0.00</b>     | <b>0</b>             | <b>\$0.00</b>     | <b>0</b>        | <b>\$0.00</b>     | <b>82</b>      | <b>\$3,548.14</b>       | <b>\$43.27</b> |
| <b>DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:</b> |                 |                   |                  |                   | <b>TOTAL CONTRACT FEE COMPUTATIONS:</b>                                    |                   |               |                   |                      |                   |                 |                   |                |                         |                |
|   |                 |                   |                  |                   | TOTAL ACTIVITY SALARY COSTS: <span style="float: right;">\$3,548.14</span> |                   |               |                   |                      |                   |                 |                   |                |                         |                |
|   |                 |                   |                  |                   | Multiplier - 3.67 <span style="float: right;">\$13,021.67</span>           |                   |               |                   |                      |                   |                 |                   |                |                         |                |
|   |                 |                   |                  |                   | <b>ANTILLIAN FEE: \$13,021.67</b>  |                   |               |                   |                      |                   |                 |                   |                |                         |                |



**POST DESIGN SERVICES**

**Activity E: Field Visits**

| <b>Task</b>         | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>           |
|---------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|--------------------------|
| 1. Field Visits     | EA                       | 2                      | 4                     |                         | 8                  |                   | 2 people at 4 hours each |
| 2.                  |                          |                        |                       |                         | 0                  |                   |                          |
| 3.                  |                          |                        |                       |                         |                    |                   |                          |
| 4.                  |                          |                        |                       |                         |                    |                   |                          |
|                     |                          |                        |                       |                         |                    |                   |                          |
| <b>Subtotal:</b>    |                          |                        |                       | <b>0</b>                | <b>8</b>           | <b>0</b>          |                          |
| 11. Quality Control | 0%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                          |
| 12. Supervision     | 0%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                          |
| <b>Totals:</b>      |                          |                        |                       | <b>0</b>                | <b>8</b>           | <b>0</b>          |                          |



**POST DESIGN SERVICES**

**Activity G: Requests for Information**

| <b>Task</b>              | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b> |
|--------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|----------------|
| 1. Geotechnical Elements | EA                       | 1                      | 14                    | N/A                     | 14                 | 0                 |                |
| 2.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |                |
| 3.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |                |
| 4.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |                |
|                          |                          |                        |                       |                         |                    |                   |                |
| <b>Subtotal:</b>         |                          |                        |                       | <b>0</b>                | <b>14</b>          | <b>0</b>          |                |
| 11. Quality Control      | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |                |
| 12. Supervision          | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |                |
| <b>Totals:</b>           |                          |                        |                       | <b>0</b>                | <b>14</b>          | <b>0</b>          |                |

**POST DESIGN SERVICES**

**Activity H: Meetings**

| <b>Task</b>         | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b> |
|---------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|----------------|
| 1. Project Meetings | EA                       | 1                      | 16                    |                         | 16                 |                   |                |
| 2.                  | EA                       |                        |                       |                         | 0                  |                   |                |
| 3.                  | EA                       |                        |                       |                         | 0                  |                   |                |
| 4.                  | EA                       |                        |                       |                         | 0                  |                   |                |
|                     |                          |                        |                       |                         |                    |                   |                |
| <b>Subtotal:</b>    |                          |                        |                       | <b>0</b>                | <b>16</b>          | <b>0</b>          |                |
| 11. Quality Control | 0%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                |
| 12. Supervision     | 0%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                |
| <b>Totals:</b>      |                          |                        |                       | <b>0</b>                | <b>16</b>          | <b>0</b>          |                |

**POST DESIGN SERVICES**

**Activity K: Geotechnical Services**

| <b>Task</b>              | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>  |
|--------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|---|
| 1. Geotechnical Services | EA                       | 1                      | 32                    | N/A                     | 32                 | 0                 | Review Pile Testing Reports and Pile Driving Criteria |
| 2.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |   |
| 3.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |   |
| 4.                       | EA                       |                        |                       | N/A                     | 0                  | 0                 |   |
|                          |                          |                        |                       |                         |                    |                   |   |
| <b>Subtotal:</b>         |                          |                        |                       | <b>0</b>                | <b>32</b>          | <b>0</b>          |   |
| 11. Quality Control      | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |   |
| 12. Supervision          | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |   |
| <b>Totals:</b>           |                          |                        |                       | <b>0</b>                | <b>32</b>          | <b>0</b>          |   |

**AECOM Technical Services, Inc. (AECOM/ URS)**

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Subconsultant  
Wekiva Section 429-204  
Post Design Fee Proposal

**Fee: \$6,791.96**



**POST DESIGN SERVICES**

**Activity G: Requests for Information**

| <b>Task</b>         | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>   |
|---------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|--|
| 1. Survey           | EA                       | 1                      | 50                    | N/A                     | 50                 | 0                 | Right of Way Support, OT Hearings, Expert Witness, Support Documentation, etc. |
| 2.                  | EA                       |                        |                       | N/A                     | 0                  | 0                 |  |
| 3.                  | EA                       |                        |                       | N/A                     | 0                  | 0                 |  |
| 4.                  | EA                       |                        |                       | N/A                     | 0                  | 0                 |  |
|                     |                          |                        |                       |                         |                    |                   |  |
| <b>Subtotal:</b>    |                          |                        |                       | <b>0</b>                | <b>50</b>          | <b>0</b>          |  |
| 11. Quality Control | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |  |
| 12. Supervision     | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |  |
| <b>Totals:</b>      |                          |                        |                       | <b>0</b>                | <b>50</b>          | <b>0</b>          |  |



**WBQ Design & Engineering, Inc. (WBQ)**

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Subconsultant  
Wekiva Section 429-204  
Post-Design Fee Proposal

**Fee: \$47,484.81**

Central Florida Expressway Authority  
 Post Design Services Summary Fee Sheet  
 Wekiva Parkway, Section 429-204

SUB CONSULTANT: WBQ

| POST DESIGN<br>ACTIVITY<br>DESCRIPTION                    | Chief Engineer |                      | Project Manager |                      | Senior Engineer |                      | Project Engineer                                  |                      | Engineer    |                      | Clerical    |                      | Engineering Intern |                      | TOTAL             |                            |                  |
|---|----------------|----------------------|-----------------|----------------------|-----------------|----------------------|---|----------------------|-------------|----------------------|-------------|----------------------|--------------------|----------------------|-------------------|----------------------------|------------------|
|   | Rate/Hr.       | 88.74                | Rate/Hr.        | 63.00                | Rate/Hr.        | 50.37                | Rate/Hr.  | 36.62                | Rate/Hr.    | 30.85                | Rate/Hr.    | 23.01                | Rate/Hr.           | 17.41                |                   |                            |                  |
|   | MAN<br>HRS.    | Cost by<br>Pos & Act | MAN<br>HRS.     | Cost by<br>Pos & Act | MAN<br>HRS.     | Cost by<br>Pos & Act | MAN<br>HRS.                                       | Cost by<br>Pos & Act | MAN<br>HRS. | Cost by<br>Pos & Act | MAN<br>HRS. | Cost by<br>Pos & Act | MAN<br>HRS.        | Cost by<br>Pos & Act | MH BY<br>ACTIVITY | SALARY COST<br>BY ACTIVITY | AVG HRLY<br>RATE |
| C. Pre-Bid Conference                                     |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| D. Addenda  |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| E. Field Visits   |                | \$0.00               |                 | \$0.00               | 4               | \$201.48             | 6   | \$292.96             | 4           | \$123.40             |             | \$0.00               |                    | \$0.00               | 16                | \$617.84                   | \$38.62          |
| F. Shop Drawing Reviews                                   |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Roadway   |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Drainage/Permits  |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Fiber Optic Network                                       |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Signing and Marking                                       | 4              | \$354.96             |                 | \$0.00               | 24              | \$1,208.88           | 24  | \$878.88             | 24          | \$740.40             |             | \$0.00               | 44                 | \$766.04             | 120               | \$3,949.16                 | \$32.91          |
| Structures  |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Lighting  |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Utilities   |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Aesthetic Elements  |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| Geotechnical Elements                                     |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| G. Requests for Information                               |                | \$0.00               |                 | \$0.00               | 24              | \$1,208.88           | 12  | \$439.44             | 12          | \$370.20             |             | \$0.00               |                    | \$0.00               | 48                | \$2,018.52                 | \$42.05          |
| H. Meetings   |                | \$0.00               | 4               | \$252.00             |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 4                 | \$252.00                   | \$63.00          |
| I. Plan Revisions   |                | \$0.00               | 2               | \$126.00             | 10              | \$503.70             | 10  | \$366.20             | 10          | \$308.50             |             | \$0.00               |                    | \$0.00               | 32                | \$1,304.40                 | \$40.76          |
| J. Bridge Load Ratings                                    |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| K. Geotechnical Services                                  |                | \$0.00               |                 | \$0.00               |                 | \$0.00               |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 0                 | \$0.00                     | #DIV/0!          |
| L. Utilities  | 3              | \$266.22             |                 | \$0.00               | 26              | \$1,309.62           | 35  | \$1,281.70           | 42          | \$1,295.70           |             | \$0.00               |                    | \$0.00               | 106               | \$4,153.24                 | \$39.18          |
| M. Record Drawings  |                | \$0.00               | 4               | \$252.00             | 4               | \$201.48             |   | \$0.00               |             | \$0.00               |             | \$0.00               |                    | \$0.00               | 8                 | \$453.48                   | \$56.69          |
| N. Project Management                                     |                | \$0.00               | 27              | \$1,701.00           |                 | \$0.00               |   | \$0.00               |             | \$0.00               | 7           | \$161.07             |                    | \$0.00               | 34                | \$1,862.07                 | \$54.77          |
| <b>TOTALS:</b>  | <b>7</b>       | <b>\$621.18</b>      | <b>37</b>       | <b>\$2,331.00</b>    | <b>92</b>       | <b>\$4,634.04</b>    | <b>89</b>   | <b>\$3,259.18</b>    | <b>92</b>   | <b>\$2,838.20</b>    | <b>7</b>    | <b>\$161.07</b>      | <b>44</b>          | <b>\$766.04</b>      | <b>368</b>        | <b>\$14,610.71</b>         | <b>\$39.70</b>   |
| <b>DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:</b> |                |                      |                 |                      |                 |                      | <b>TOTAL CONTRACT FEE COMPUTATIONS:</b>           |                      |             |                      |             |                      |                    |                      |                   |                            |                  |
|   |                |                      |                 |                      |                 |                      | TOTAL ACTIVITY SALARY COSTS:<br>Multiplier - 3.25 |                      |             |                      |             |                      |                    |                      |                   |                            |                  |
|   |                |                      |                 |                      |                 |                      | \$14,610.71<br>\$47,484.81                        |                      |             |                      |             |                      |                    |                      |                   |                            |                  |
|   |                |                      |                 |                      |                 |                      | WBQ FEE:<br>\$47,484.81                           |                      |             |                      |             |                      |                    |                      |                   |                            |                  |

**POST DESIGN SERVICES**

**Activity E: Field Visits**

| <b>Task</b>         | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>                     |
|---------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|------------------------------------|
| 1. Field Visits     | EA                       | 2                      | 8                     |                         | 16                 |                   | 1 Every 12 Months out of 24 Months |
| 2.                  | EA                       |                        |                       |                         | 0                  |                   |                                    |
| 3.                  |                          |                        |                       |                         |                    |                   |                                    |
| 4.                  |                          |                        |                       |                         |                    |                   |                                    |
| <b>Subtotal:</b>    |                          |                        |                       | <b>0</b>                | <b>16</b>          | <b>0</b>          |                                    |
| 11. Quality Control | 0%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                                    |
| 12. Supervision     | 0%                       |                        | N/A                   | N/A                     | N/A                | 0                 |                                    |
| <b>Totals:</b>      |                          |                        |                       | <b>0</b>                | <b>16</b>          | <b>0</b>          |                                    |



**POST DESIGN SERVICES**

**Activity G: Requests for Information**

| Task                   | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks   |
|------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|-----------|
| 1. Utilities           | EA                | 6               | 4              | N/A              | 24          | 0          | Assumes 6 |
| 2. Signing and Marking | EA                | 6               | 4              | N/A              | 24          | 0          | Assumes 6 |
| 3.                     | EA                |                 |                | N/A              | 0           | 0          |           |
| 4.                     | EA                |                 |                | N/A              | 0           | 0          |           |
|                        |                   |                 |                |                  |             |            |           |
| <b>Subtotal:</b>       |                   |                 |                | <b>0</b>         | <b>48</b>   | <b>0</b>   |           |
| 11. Quality Control    | 0%                |                 | N/A            | N/A              | 0           | 0          |           |
| 12. Supervision        | 0%                |                 | N/A            | N/A              | 0           | 0          |           |
| <b>Totals:</b>         |                   |                 |                | <b>0</b>         | <b>48</b>   | <b>0</b>   |           |

**POST DESIGN SERVICES**

**Activity H: Meetings**

| Task                | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks                                 |
|---------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---|
| 1. Meetings         | EA                | 2               | 2              |                  | 4           |            | Assumes 2 Meetings Total Over 24 Months |
| 2.                  | EA                |                 |                |                  | 0           |            |   |
| 3.                  | EA                |                 |                |                  | 0           |            |   |
| 4.                  | EA                |                 |                |                  | 0           |            |   |
|                     |                   |                 |                |                  |             |            |   |
| <b>Subtotal:</b>    |                   |                 |                | <b>0</b>         | <b>4</b>    | <b>0</b>   |   |
| 11. Quality Control | 0%                |                 | N/A            | N/A              | N/A         | 0          |   |
| 12. Supervision     | 0%                |                 | N/A            | N/A              | N/A         | 0          |   |
| <b>Totals:</b>      |                   |                 |                | <b>0</b>         | <b>4</b>    | <b>0</b>   |   |

**POST DESIGN SERVICES**

**Activity I: Plan Revisions**

| Task                   | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks             |
|------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---------------------|
| 1. Signing and Marking | EA                | 2               | 16             | N/A              | 32          |            | Assumes 2 Revisions |
| 2.                     | EA                |                 |                | N/A              | 0           |            |                     |
| 3.                     | EA                |                 |                | N/A              | 0           |            |                     |
| 4.                     | EA                |                 |                | N/A              | 0           |            |                     |
|                        |                   |                 |                |                  |             |            |                     |
| <b>Subtotal:</b>       |                   |                 |                | <b>0</b>         | <b>32</b>   |            |                     |
| 11. Quality Control    | 0%                |                 | N/A            | N/A              | 0           |            |                     |
| 12. Supervision        | 0%                |                 | N/A            | N/A              | 0           |            |                     |
| <b>Totals:</b>         |                   |                 |                | <b>0</b>         | <b>32</b>   |            |                     |

**POST DESIGN SERVICES**

**Activity L: Utilities**

| <b>Task</b>               | <b>Basis of Estimate</b> | <b>Number of Units</b> | <b>Hours per Unit</b> | <b>Number of Sheets</b> | <b>Total Hours</b> | <b>CADD Hours</b> | <b>Remarks</b>                                 |
|---------------------------|--------------------------|------------------------|-----------------------|-------------------------|--------------------|-------------------|--|
| 1. Utilities Coordination | EA                       | 12                     | 8                     | N/A                     | 96                 | 0                 | 12 Months (8 hours per month) Out of 24 Months |
| 2. Misc Correspondence    | EA                       | 1                      | 10                    | N/A                     | 10                 | 0                 |  |
|                           |                          |                        |                       |                         |                    |                   |  |
| <b>Subtotal:</b>          |                          |                        |                       | <b>0</b>                | <b>106</b>         | <b>0</b>          |  |
| 11. Quality Control       | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |  |
| 12. Supervision           | 0%                       |                        | N/A                   | N/A                     | 0                  | 0                 |  |
| <b>Totals:</b>            |                          |                        |                       | <b>0</b>                | <b>106</b>         | <b>0</b>          |  |



**POST DESIGN SERVICES**

**Activity M: Record Drawings**

| Task                         | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks |
|------------------------------|-------------------|-----------------|----------------|------------------|-------------|------------|---------|
| 1. Signing and Marking       | LS                | 1               | 4              | N/A              | 4           |            |         |
| 2. Utility Adjustment sheets | LS                | 1               | 4              | N/A              | 4           |            |         |
| 3.                           | LS                |                 |                | N/A              | 0           |            |         |
| 4.                           |                   |                 |                | N/A              | 0           |            |         |
|                              |                   |                 |                |                  |             |            |         |
|                              |                   |                 |                |                  |             |            |         |
| <b>Subtotal:</b>             |                   |                 |                | <b>0</b>         | <b>8</b>    |            |         |
| 11. Quality Control          | 0%                |                 | N/A            | N/A              | 0           |            |         |
| 12. Supervision              | 0%                |                 | N/A            | N/A              | 0           |            |         |
| <b>Totals:</b>               |                   |                 |                | <b>0</b>         | <b>8</b>    |            |         |

**POST DESIGN SERVICES**

**Activity N: Project Management**

| Task                | Basis of Estimate | Number of Units | Hours per Unit | Number of Sheets | Total Hours | CADD Hours | Remarks           |
|---------------------|-------------------|-----------------|----------------|------------------|-------------|------------|-------------------|
| 1. Addenda          | EA                | 2               | 16             |                  | 32          |            | Assumes 2 Addenda |
| 2.                  | EA                |                 |                |                  | 0           |            |                   |
| 3.                  | EA                |                 |                |                  | 0           |            |                   |
| 4.                  |                   |                 |                |                  |             |            |                   |
|                     |                   |                 |                |                  |             |            |                   |
| <b>Subtotal:</b>    |                   |                 |                | <b>0</b>         | <b>32</b>   | <b>0</b>   |                   |
| 11. Quality Control | 0%                |                 | N/A            | N/A              | 0           | 0          |                   |
| 12. Supervision     | 5%                |                 | N/A            | N/A              | 2           | 0          |                   |
| <b>Totals:</b>      |                   |                 |                | <b>0</b>         | <b>34</b>   | <b>0</b>   |                   |


**CONSENT AGENDA ITEM**

**#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: November 17, 2015

RE: Approval of Final Ranking and Authorization for Fee Negotiations for  
Professional Engineering Consultant Services for  
S.R. 528/S.R. 436 Bridge Deck Replacement  
Project No. 528-130; Contract No. 001135

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on September 20, 2015. Responses were received from eight firms by the October 5, 2015, deadline. Those firms were: Dewberry Engineers, Inc.; EAC Consulting, Inc.; RS&H, Inc.; AVCON, Inc.; Heath & Lineback Engineers, Inc.; AECOM Technical Services, Inc.; SAI Consulting Engineers, Inc.; T.Y. Lin International

After reviewing and scoring the letters of interest, the Evaluation Committee met on October 21, 2015, and shortlisted four (4) firms (Dewberry Engineers, Inc.; EAC Consulting, Inc.; RS&H, Inc.; T.Y. Lin International) and requested that Technical Proposals be submitted for review and scoring by November 9, 2015.

Technical Proposals were submitted by all four firms for review and scoring by the Technical Review Committee. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on November 17, 2015. After the orals presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

| <u>Ranking</u> | <u>Consultant Firm</u>   |
|----------------|--------------------------|
| 1              | T.Y. Lin International   |
| 2              | RS&H, Inc.               |
| 3              | EAC Consulting, Inc.     |
| 3              | Dewberry Engineers, Inc. |

Board approval of the final ranking and authorization to enter into fee negotiations with T.Y. Lin International is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested.

**LOI-001135 Project 528-130 Committee Meeting November 17, 2015 Minutes**

Technical Review Committee for **Design Services for S.R. 528/S.R.436 Bridge Deck Replacement; Project No. 528-130 Contract No. 001135**, held a duly noticed meeting on Monday, November 17, 2015, commencing at 09:02 a.m. Ibis Conference Room (Room 150), at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Glenn Pressimone, Director of Engineering  
Don Budnovich, Resident Engineer  
Corey Quinn, Chief of Technology/Operations

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Interviews:**

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

|                          |                    |
|--------------------------|--------------------|
| Dewberry Engineers, Inc. | 09:04 – 09:30 a.m. |
| EAC Consulting, Inc.     | 09:39 – 10:06 a.m. |
| RS&H, Inc.               | 10:18 – 10:43 a.m. |
| T.Y. Lin Int'l           | 10:56 – 11:23 a.m. |

**Evaluation Portion:**


Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members discussed the presentations and questioned the limits of the ACROW 700 series and its availability. Glenn called Will Smith of ACROW, and while on speaker, discussed the 700 series, its availability through FDOT (Oviedo yard), and lease/purchase options.

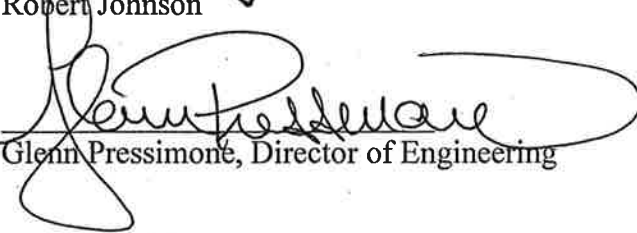
Upon completion of the call, the committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

| <u>FIRM</u>              | <u>Points</u> | <u>Ranking</u> |
|--------------------------|---------------|----------------|
| T.Y. Lin Int'l           | 05            | 01             |
| RS&H, Inc.               | 07            | 02             |
| EAC Consulting, Inc.     | 09            | 03             |
| Dewberry Engineers, Inc. | 09            | 03             |

Committee recommends CFX Board approve ranking and authorize negotiations with the top ranked firm, T.Y. Lin Int'l. The committee agreed that Glenn Pressimone would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 12:04am. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, November 17, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:   
Robert Johnson

Approved by:   
Glenn Pressimone, Director of Engineering

**CONSENT AGENDA ITEM**

**#7**



Lake County

Sumter County

Town of Astatula

City of Bushnell

City of Center Hill

City of Clermont

City of Coleman

City of Eustis

City of Fruitland Park

City of Groveland

Town of  
Howey-in-the-Hills

Town of Lady Lake

City of Leesburg

City of Mascotte

City of Minneola

Town of Montverde

City of Mount Dora

City of Tavares

City of Umatilla

City of Webster

City of Wildwood

Florida Central  
Railroad

Lake County Schools

Sumter County Schools

November 3, 2015

Laura Kelley, Executive Director  
Central Florida Expressway Authority  
4974 ORL Tower Rd  
Orlando, FL 32807

**RE: Resolution Updating the Interlocal Agreement for the Creation  
of the Lake~Sumter MPO**

Dear Ms. Kelley:

On October 28, 2015, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board approved a resolution updating the Interlocal Agreement for the Creation of the Lake~Sumter MPO.

The agreement was first approved in 2004 and was reviewed in 2009. At that time, the MPO by resolution communicated to the FDOT and federal agencies that no changes were needed. In 2010, the MPO approved a Redesignation Plan that added Sumter County in its entirety to the MPO Area. When all of Sumter County was included in the MPO Area as part of the Redesignation Plan, the five municipalities of Sumter County were also added to the MPO Area and to the MPO Bylaws.

Those changes are reflected in the updated interlocal agreement. In addition, the updated agreement also includes the ex-officio members that were not previously included in the interlocal agreement. This includes the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.

Attached to this letter are the resolution approving the interlocal agreement and the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization. The MPO respectfully requests the Central Florida Expressway Authority take action to approve the updated interlocal agreement. Please advise when this item will be included on the agenda for consideration. Once approved, please return four (4) original signatures pages via mail.

Sincerely,

For T.J. Fish  
Executive Director

*"Promoting Regional Transportation Partnerships"*  
[www.LakeSumterMPO.com](http://www.LakeSumterMPO.com)

1616 South 14<sup>th</sup> Street, Leesburg, Florida 34748  
Phone (352) 315-0170 – Fax (352) 315-0993



**LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION**

**RESOLUTION 2015 - 22**

**A RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) FORMALIZING THE RESULTS OF THE REQUIRED EXAMINATION OF THE INTERLOCAL AGREEMENT CREATING THE MPO; FORMALIZING A POSITION ON THE CURRENT MPO APPORTIONMENT AREA; AND AUTHORIZING THE CHAIRMAN TO TRANSMIT SAID RESOLUTION TO THE OFFICE OF THE GOVERNOR AND OTHER AGENCIES**

**WHEREAS**, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

**WHEREAS**, an Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization was entered on January 31, 2004, by and among the Florida Department of Transportation; the County of Lake and the County of Sumter; the Town of Astatula, City of Clermont, City of Eustis, City of Fruitland Park, City of Groveland, Town of Howey-in-the-Hills, Town of Lady Lake, City of Leesburg, City of Mascotte, City of Minneola, Town of Montverde, City of Mount Dora, City of Tavares and City of Umatilla; and

**WHEREAS**, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board met for the first time February 25, 2004; and

**WHEREAS**, the Interlocal Agreement provided that the Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than January 30, 2009, and at least every five years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment every five years by the Governor, the originating Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required; and

**WHEREAS**, the MPO took action by Resolution 2009-1 on January 28, 2009, to confirm the MPO had reviewed the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization and had determined that no changes were necessary to the agreement; and

**WHEREAS**, the MPO took action by Resolution 2010-5 on February 24, 2010, to approve and to transmit a Redesignation Plan to the Governor and to applicable agencies that added the remaining portion of Sumter County not previously included at the time of the creation of the MPO to the MPO Area, thus including Sumter County in its entirety; and

**WHEREAS**, a letter dated October 22, 2010, was received by Governor Crist approving the Redesignation Plan; and

**WHEREAS**, the MPO has been requested by the FDOT to review and update the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization; and

**WHEREAS**, the MPO has examined the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization; and the MPO has reviewed the MPO Apportionment Area that was expanded in 2010 to add all of Sumter County and has prepared formal statements on each to be transmitted to the Office of the Governor.

**NOW, THEREFORE, BE IT RESOLVED** by the Lake~Sumter Metropolitan Planning Organization that:

1. The Governing Board of the Lake~Sumter Metropolitan Planning Organization (MPO) has reviewed the Interlocal Agreement for the Creation of the Lake~Sumter MPO and determined that changes are needed to the agreement as a result of the addition of all of Sumter County, including the five municipalities of Sumter County: the City of Bushnell, the City of Center Hill, the City of Coleman, the City of Webster and the City of Wildwood, and due to the addition of ex-officio representation of the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.
2. The Governing Board of the Lake~Sumter MPO acknowledges the responsibility of the Office of the Governor to review the Apportionment Area of the MPO; and, therefore, formally communicate to the Governor that no changes to the Apportionment Area are necessary at this time in light of the 2010 approval of the Redesignation Plan and that the membership additions are necessary to the Interlocal Agreement at the time of this resolution.
3. The Governing Board of the Lake~Sumter MPO hereby authorizes the chairman to transmit aforementioned actions in the form of this resolution to the Office of the Governor, State of Florida; the Florida Department of Transportation; the Federal Highway Administration; and the Federal Transit Administration.

**DULY PASSED AND ADOPTED** this 28 day of October, 2015.

Lake~Sumter Metropolitan Planning Organization

  
Ray Goodgame, Chairman

Approved as to Form and Legality:

  
Sanford A. Minkoff, Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
LAKE~SUMTER  
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF LAKE AND the COUNTY OF SUMTER; the TOWN OF ASTATULA, CITY OF BUSHNELL, CITY OF CENTER HILL, CITY OF CLERMONT, CITY OF COLEMAN, CITY OF EUSTIS, CITY OF FRUITLAND PARK, CITY OF GROVELAND, TOWN OF HOWEY-IN-THE-HILLS, TOWN OF LADY LAKE, CITY OF LEESBURG, CITY OF MASCOTTE, CITY OF MINNEOLA, TOWN OF MONTVERDE, CITY OF MOUNT DORA, CITY OF TAVARES, CITY OF UMATILLA, CITY OF WEBSTER, CITY OF WILDWOOD, FLORIDA CENTRAL RAILROAD, LAKE COUNTY SCHOOL BOARD SUMTER COUNTY SCHOOL BOARD, AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY collectively known as “the parties.”

**RECITALS**

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Lake~Sumter Metropolitan Planning Organization for Lake and Sumter Counties, which contain the Leesburg-Eustis-Tavares urbanized area; portions of the Lady Lake-The Villages urbanized area; and portions of the Orlando urbanized area, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, the parties of Lake County, Sumter County and the 14 municipalities of Lake County approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 24th day of February, 2010;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 22nd day of October, 2010, approved the apportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Lake~Sumter Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

## **ARTICLE 1 RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

## **ARTICLE 2 PURPOSE**

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the MPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

### **ARTICLE 3 MPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Lake~Sumter Metropolitan Planning Organization.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

#### **ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 16 voting members, 14 non-voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the MPO Governing Board as approved by the Governor shall be as follows:

Of the 30 voting and non-voting members, 16 voting positions are established, 14 of which are permanent voting positions and 2 are rotating voting positions. The permanent positions are assigned to: Lake County (5 votes), Sumter County (2 votes), Clermont (1 vote), Eustis (1 vote), Lady Lake (1 vote), Leesburg (1 vote), Minneola (1 vote), Mount Dora (1 vote) and Tavares (1 vote).

There are also two At-Large Representative Board members (2 votes), one assigned to each county, with voting privileges that rotate each year in alphabetical order among the non-voting member municipalities in each respective county. Lake County's At-Large vote rotates among Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Mascotte, Montverde and Umatilla. Sumter County's At-Large vote rotates among Bushnell, Center Hill, Coleman, Webster and Wildwood. The remaining four (4) members that have ex-officio, non-voting status are the Florida Central Railroad, the Lake County School Board, the Sumter County School Board and the Central Florida Expressway Authority. There is one (1) Florida Department of Transportation non-voting advisor.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or

appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

## **ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agreed upon by the MPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.;



- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

## **ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Lake County, Sumter County, Lady Lake, Leesburg, Eustis, Tavares and Clermont may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
  - (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
  - (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the MPO does not

automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Florida Department of Transportation  
719 South Woodland Boulevard  
Deland, FL 32720

Lake County Board of County Commissioners  
315 W. Main St.  
Tavares, FL 32778

Sumter County Board of County Commissioners  
7375 Powell Road  
Wildwood, FL 34785

Town of Astatula  
PO Box 609  
Astatula, FL 34705

City of Bushnell  
PO Box 115  
Bushnell, FL 33513

City of Center Hill  
PO Box 649  
Center Hill, FL 33514

City of Clermont  
PO Box 120219  
Clermont, FL 34711-0219

City of Coleman  
PO Box 456  
Coleman, FL 33521

City of Eustis  
PO Drawer 68  
Eustis, FL 32727-0068

City of Fruitland Park  
506 W. Berckman St  
Fruitland Park, FL 34731

City of Groveland  
156 South Lake Ave  
Groveland, FL 34736

Town of Howey-In-The-Hills  
PO Box 128  
Howey-In-The-Hills, FL 34737

Town of Lady Lake  
409 Fennell Blvd.  
Lady Lake, FL 32159

City of Leesburg  
PO Box 490630  
Leesburg, FL 34749-0630

City of Mascotte  
100 E. Myers Blvd.  
Mascotte, FL 34753

City of Minneola  
PO Box 678  
Minneola, FL 34755-0678

Town of Montverde  
PO Box 560008  
Montverde, FL 34756-0008

City of Mount Dora  
510 N. Baker St  
Mount Dora, FL 32757

City of Tavares  
PO Box 1068  
Tavares, FL 32778

City of Umatilla  
PO Box 2286  
Umatilla, FL 32784-2286

City of Webster  
PO Box 28  
Webster, FL 33597

City of Wildwood  
110 N. Main St  
Wildwood, FL 34785

Florida Central Railroad  
PO Box 967  
Plymouth, FL 32768

Lake County School Board  
201 West Burleigh Blvd.  
Tavares, FL 32778-2496

Sumter County School Board  
PO Box 187  
Lake Panasoffkee, FL 33538

Central Florida Expressway Authority  
4974 ORL Tower Rd  
Orlando, FL 32807

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and
  - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of

which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**LAKE COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**TOWN OF ASTATULA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF BUSHNELL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF CENTER HILL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF CLERMONT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF COLEMAN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF EUSTIS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF FRUITLAND PARK**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF GROVELAND**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**TOWN OF HOWEY-IN-THE-HILLS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**TOWN OF LADY LAKE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF LEESBURG**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF MASCOTTE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF MINNEOLA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**TOWN OF MONTVERDE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF MOUNT DORA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF TAVARES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF UMATILLA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF WEBSTER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CITY OF WILDWOOD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**FLORIDA CENTRAL RAILROAD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**LAKE COUNTY SCHOOL BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**SUMTER COUNTY SCHOOL BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date



**CONSENT AGENDA ITEM**

**#8**

MEMORANDUM

DATE: December 1, 2015  
TO: CFX Board Members  
FROM: Laura Kelley, Executive Director  
COPIES: Darleen Mazzillo, Executive Assistant  
SUBJECT: Travel Policy Update

A handwritten signature in blue ink, appearing to be 'Laura Kelley', is written over the 'FROM' line of the memorandum.

Board approval is requested for the attached redlined Travel Policy update. The policy has been updated to reflect the Central Florida Expressway Authority name. No other substantive changes have been made.

~~CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)  
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY~~  
TRAVEL POLICY  
December 10, 2015  
August 17, 2010

This Travel Policy is an update of the existing ~~OOGEA~~-travel policy previously adopted on August 17, 2010~~February 23, 2004~~.

Advancement and reimbursement of travel expenses incurred by CFX ~~OOGEA~~-Board Members, employees (including the Executive Director), and consultants, shall be governed by Section 112.061, Florida Statutes (per-diem and travel expense of public officers, employees and authorized persons.) Section 112.061, Florida Statutes, is hereby adopted as part of this policy and incorporated by this reference. Duplication in this policy of any part of section 112.061 is not to the exclusion of the remainder of section 112.061, but is for the convenient reference of CFX ~~OOGEA~~ Board members and staff.

All requests and approvals for travel required herein will be provided on an Authorization Form provided by the Department of Financial Services, pursuant to section 112.061(11)(a), Florida Statutes, or a functionally equivalent form provided by CFX~~the Authority~~.

All requests and approvals for reimbursement will be provided on a Voucher Form provided by the Department of Financial Services, pursuant to section 112.061 (11)(b), or a functionally equivalent form provided by CFX~~the Authority~~.

Reimbursement of travel expenses is limited to those expenses necessarily incurred by the traveler in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by section 112.061, Florida Statutes.

#### Travel and Reimbursement Approval

1. Travel Approval - All travel must be authorized and approved by the Executive Director or his/her designee prior to the travel date. Each travel request shall provide the purpose of the trip, estimated costs, as well as the benefit to CFX~~the Authority~~. Travel Authorization Forms must be signed by the traveler; approved by the immediate supervisor and the Executive Director or his/her designee. The following additional approvals are required for the types of travel and reimbursements specified below:

- a. The CFX~~Authority~~ Board must approve travel outside the continental United States in advance for CFX~~Authority~~ Board Members, employees and the Executive Director.
- b. Authorization Forms for CFX~~Authority~~ Board Members, employees, and the Executive Director for travel that extends outside the State of Florida, must receive written approval in advance from the Chairman or Vice-Chairman of the Board, with a copy of the approval provided to the other Board Members.

Travel outside of Florida by a Board Member must be approved in advance by another Board Member who is not traveling on the subject trip.

Travel reimbursements for a ~~CFXn~~ Authority Board Member in excess of \$1,000.00, must be approved by action of the Board. Reimbursement requests shall not be split in an effort to avoid the \$1,000.00 limit.

## 2. Reimbursement of Travel

- a. All Voucher Forms must be signed by the traveler and the traveler's immediate supervisor. The same person cannot provide both signatures.
- b. The Executive Director's Voucher Forms for travel expense reimbursement must be approved in writing by the Chairman or Vice-Chairman of the Board with a copy provided to the other Board Members.
- c. Travel reimbursements for Board Members shall be signed by a Non-Traveling Board Member.
- d. Travel reimbursements for the General Counsel shall be signed by the Executive Director.
- e. All Voucher Forms must be submitted for reimbursement within 20 days following the last authorized travel date.
- f. No ~~CFX~~ Authority department may exceed its travel budget without: (i) Executive Director's written approval and (ii) Board approval of an amendment to the department's travel budget in advance of any over-budget travel expenditure.
- g. ~~CFX~~ The Authority will use the most recent organizational chart to authorize and indicate who each employee's immediate supervisor is for travel and reimbursement purposes. The Chairman or the Vice Chairman of the Board must approve the Executive Director's travel and reimbursements.
- h. No reimbursement will be made without the executed Authorization Form included with the Voucher Form.

## 3. Personal Expenses

- a. No personal expenses of any kind will be reimbursed. This includes but is not limited to, personal telephone calls.
- b. There shall be no reimbursement for travel, meals, materials, or other items that are included in registration fees reimbursed by ~~CFX~~ OOGEA.

## 4. Receipts

Receipts must be submitted for reimbursement of expenses.

**CONSENT AGENDA ITEM**

**#9**

**MEMORANDUM**

DATE: December 1, 2015  
TO: CFX Board Members  
FROM: Laura Kelley, Executive Director  
COPIES: Darleen Mazzillo, Executive Assistant  
SUBJECT: Policy Regarding Entertainment Expenses



Board approval is requested to eliminate the attached policy regarding entertainment expenses adopted by the OOCEA Board on May 23, 2003. Entertainment expenses are not required or necessary for the CFX Executive Director or Board members.



**ORLANDO - ORANGE COUNTY**

525 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414  
TELEPHONE (407) 316-3800 • FAX (407) 316-3801 • WWW.OCEA.COM

**MEMORANDUM**

**TO:** Members of the Board  
Orlando-Orange County Expressway Authority

**FROM:** Harold W. Worrall *Harold Worrall*  
Executive Director

**DATE:** May 23, 2003

**RE:** Approval of Policy Regarding Entertainment Expenses

There are certain circumstances when the Executive Director and/or the Chairman of the Board are required, by virtue of their position, to conduct business with elected or appointed officials where it is most practical to conduct that business during the meal hour. We request the Board approve a policy by which reimbursement could be granted for entertainment expenses incurred for such business meetings. The policy would be as follows:

When entertainment on behalf of the Authority, under certain circumstances and conditions, clearly meets a public purpose, these instances are subject to reimbursement. The Executive Director and/or Chairman shall be allowed to incur such expenses. Approval for such expenses shall be made by the Chairman, Vice-Chairman or Executive Director, but no person shall be permitted to approve their own reimbursement request. "Entertainment" means meals or similar expenses. These purchases should be reasonable and not include alcoholic beverages. Requests for reimbursement should be in writing and include the justification of the purpose and the attendees of the meeting.

It is recommended the Board approve the above Entertainment Expense policy

cc: Consent Agenda 5/03

**CONSENT AGENDA ITEM**

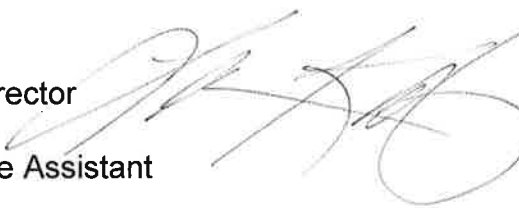
**#10**



**MEMORANDUM**

DATE: December 1, 2015

TO: CFX Board Members

FROM: Laura Kelley, Executive Director 

COPIES: Darleen Mazzillo, Executive Assistant

SUBJECT: Policy Regarding the Executive Director and Personnel Matters

Board approval is requested to eliminate the attached policy regarding the authority of the Executive Director to take certain actions as the Executive Director deems appropriate with regard to personnel matters. This policy is unnecessary because the Executive Director's contract sufficiently addresses these issues.

**R E S O L U T I O N   N O . 2 0 0 5 - 041**

**A RESOLUTION OF THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY CONFIRMING THE AUTHORITY OF THE EXECUTIVE DIRECTOR TO TAKE CERTAIN ACTIONS AS THE EXECUTIVE DIRECTOR DEEMS APPROPRIATE WITH REGARD TO PERSONNEL MATTERS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Executive Director of the Orlando-Orange County Expressway Authority serves pursuant to a written contract between the Executive Director and the Authority; and,

**WHEREAS**, the Executive Director is deemed to have all lawful powers and duties necessary to execute the policies from time to time established by this Board and to administer the day to day operations of the Authority; and,

**WHEREAS**, the Board has determined that it is not practical or effective to specifically enumerate all of said powers in the Executive Director's written contract; and,

**WHEREAS**, among the implied powers that the Board intends for the Executive Director to have and exercise is the power to make personnel decisions that the Executive Director deems necessary for the good of the Authority, including, but not limited to, the hiring and discharging of employees, setting the terms of compensation and benefits as permissible by law (including the payment of bonuses as appropriate and the award of severance pay in the event of a termination for the convenience of the Authority), all however, subject to the constraints of the budget as approved by this Board; and,

**WHEREAS**, Section 215.245, F.S. states that the power to pay extra compensation to employees, e.g., bonuses and severance pay, may only be delegated to the chief executive officer of a special district by passage of a formal resolution by the governing board of such district.

**NOW THEREFORE, BE IT RESOLVED BY THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY** as follows:

1. The Executive Director of the Authority does, and shall have and exercise the power to make personnel decisions that the Executive Director deems necessary for the good of the Authority, including, but not limited to, the hiring and discharging of

employees, setting the terms of compensation and benefits as permissible by law (including the payment of bonuses as appropriate and the award of severance pay in the event of a termination for the convenience of the Authority), all however, subject to the constraints of the budget as approved by this Board.

2. All such actions heretofore taken by the Executive Director are ratified and confirmed by the Board.
3. This Resolution shall be effective immediately upon its adoption.

ADOPTED THIS 23<sup>rd</sup> DAY OF MARCH, 2005.

**ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY:**

By:   
Allan E. Keen, Chairman

Attest:   
Darleen Mazzillo  
Assistant Secretary


ORI.DOC'S 1029999R 2

**CONSENT AGENDA ITEM**

**#11**

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: November 17, 2015

RE: Approval of Contract Renewal with  
PFM Asset Management LLC for  
Investment Advisor Services  
Contract No. 000832

Board approval is requested for the second renewal of the referenced contract with PFM Asset Management LLC, (PFM) in the amount of \$195,000.00 which includes \$175,000 for management of CFX investments and \$20,000 for arbitrage calculations.

The renewal period will be from April 1, 2016, to March 31, 2017.

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000832

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10<sup>th</sup> day of December, 2015, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and PFM Asset Management LLC, hereinafter called the "Investment Advisor".

WITNESSETH

WHEREAS, CFX and the Investment Advisor entered into a Contract Agreement (the "Original Agreement") dated March 31, 2012, whereby CFX retained the Investment Advisor to provide advice regarding the management of CFX's investment portfolios pursuant to investment objectives; and

WHEREAS, pursuant to Article 6 of the Original Agreement, CFX and Investment Advisor 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 Investment Advisor agree to a second renewal of said Original Agreement beginning the 1<sup>st</sup> day of April, 2016, and ending the 31<sup>st</sup> day of March, 2017, at the cost of \$195,000.00, which amount restates the amount of the Original Agreement.

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

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

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

PFM ASSET MANAGEMENT LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

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

If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_  
AS TO FORM General Counsel for CFX

**CONSENT AGENDA ITEM**

**#12**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Board Members  
Central Florida Expressway Authority

FROM: Lisa Lumbar, Chief Financial Officer

DATE: November 17, 2015

RE: Disposal of Inventory



Staff requests authorization to dispose of ITS equipment that is either broken or obsolete to the Authority using the services of Southeastern Data and Gideon Auction House.

| Purchase Date/Estimated Purchase Date | Item  | Cost/Estimated Cost per each | Quantity | Extended Total | Asset Tag Number |
|---------------------------------------|---|------------------------------|----------|----------------|------------------|
| 11/03                                 | E-PASS sign with TV-part of the walk-up counter front at the West Oaks Mall | \$ 4,458.43                  | 1        | \$ 4,458.43    | 4393             |
| 6/04                                  | Panasonic Fax   | \$ 1,308.00                  | 1        | \$ 1,308.00    | 4534             |
| 1/06                                  | transponder reader/programmer-used by CSRs to access/issue transponders     | \$ 2,502.90                  | 2        | \$ 5,005.80    | 2503/NA          |
| 2010                                  | click 512-ITS equipment communication cable                                 | \$ 1,000.00                  | 1        | \$ 1,000.00    | NA               |
| 2010                                  | VBRICK-surge protection   | \$ 1,500.00                  | 9        | \$ 13,500.00   | NA               |
| 2010                                  | 170 Controller-provides power to DMS sign                                   | \$ 1,700.00                  | 8        | \$ 13,600.00   | NA               |
| 2010                                  | cohu camera-provides back up power to ITS equipment                         | \$ 3,000.00                  | 23       | \$ 69,000.00   | NA               |



**CONSENT AGENDA ITEM**

**#13**

## **MEMORANDUM**

TO: Central Florida Expressway Authority Board Members

FROM: David Taylor, Managing Director, Protiviti

DATE: November 17, 2015

RE: ITS Security Review

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The objective of the ITS Security Review was to assess the security of Intelligent Transportation Systems (“ITS”) infrastructure that exists within the Central Florida Expressway Authority’s (“CFX”) environment. This review focused on the effectiveness of information technology security controls surrounding ITS infrastructure, servers, and workstations.

## **RECOMMENDATION**

Protiviti requests the Board approve the audit committee recommendation for the ITS Security Review.

**CONSENT AGENDA ITEM**

**#14**

## **MEMORANDUM**

TO: Central Florida Expressway Authority Board Members  
FROM: David Taylor, Managing Director, Protiviti  
DATE: November 17, 2015  
RE: PCI DSS 3.0 Gap Assessment

---

Central Florida Expressway Authority (“CFX”) engaged Internal Audit to perform an assessment of its compliance with the Payment Card Industry (“PCI”) Data Security Standard (“DSS”) version 3.0. The key objective of the assessment was to provide CFX with an understanding of potential control design gaps between the current state environment and version 3.0 requirements and recommended steps to achieve compliance with the new version of the standard.

### **RECOMMENDATION**

Protiviti requests the Board approve the audit committee recommendation for the PCI DSS 3.0 Gap Assessment.


**CONSENT AGENDA ITEM**

**#15**



## MEMORANDUM

TO: Central Florida Expressway Authority Board Members  
CLIENT-MATTER NO.: 19125.0088

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

DATE: November 16, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 174  
Proposed Settlement Including Fees and Costs

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board of a proposed settlement between Jackie D. Martin and Debora F. Martin, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 174 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

### DESCRIPTION AND BACKGROUND

Parcel 174 is the fee simple acquisition of 0.839 acres, more or less, taken as limited access right-of-way from property located on the west side of Plymouth Sorrento Road in Apopka, Orange County, Florida. The remainder property is 2.169 acres, more or less, and includes a 1,176 square foot, one-story, 3-bedroom, 1-bath single family residence constructed in approximately 1960 which is the homestead of Mr. and Mrs. Martin.

The Property is zoned A-1, Citrus Rural District (Agricultural) by Orange County, with a Future Land Use designation of Rural/Agricultural by Orange County.

Site improvements include a shell/dirt drive; a well, pump and septic system; a wood frame shed and lean-to; an 8-foot metal gate; field wire fencing; and barbed wire fencing. In the after, the residence will sit back approximately 870 feet from the limited access right-of-way, and is not included in the taking.

The CFX's appraisal of the property was prepared by David K. Hall, ASA, of Bullard, Hall & Adams, Inc. Mr. Hall estimated the value of the taking to be \$49,000 on July 10, 2014, the date when title transferred to the CFX. Comparable land sales of \$25,416 to \$30,021 were

utilized by Mr. Hall in his analysis. Mr. Hall opined the subject property value is \$30,000 per acre. Thus the land value of the subject property is \$25,200. Additionally, improvements within the taking consisting of 361 linear feet of 4-foot field fencing on wood posts with one strand of barbed wire, 92 linear feet of 3-strand barbed wire fencing on wood posts, and an 8-foot metal gate are valued by Mr. Hall at \$3,600, based upon a cost estimate prepared by John Speer of Speer Construction, LLC.

Based upon the close proximity of the proposed Wekiva Parkway, Mr. Hall opined the remainder property was damaged by 30%, resulting in a per acre value of \$21,000 after the taking equating to \$19,600 for severance damages attributable to the remainder. Additionally, the fencing along the new right-of-way line will need to be re-established and connected to the existing fencing on the north boundary. Again, based upon a cost estimate provided by John Speer, Mr. Hall values the net cost to cure at \$600.

The property owners sought assistance in the valuation of the property from Rick Dreggors, however, he did not finalize an appraisal report. Mr. Bauerle argued for additional land value and increased severance damages due to the proximity of the parkway in the after condition. We have been able to reach a settlement with Mr. and Mrs. Martin through their attorney, Kurt Bauerle, in the amount of \$80,000, plus a reduced statutory attorney's fee and experts' fees totaling \$14,500.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of the proposed settlement in the amount of \$94,500, which is in the CFX's best interest. Settlement of the underlying claim and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 174.

### **RECOMMENDATION**

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$94,500 in full settlement of all claims for compensation in the acquisition of Parcel 174. The proposed settlement agreement was recommended by the Right-of-Way Committee at its November 20<sup>th</sup> meeting.

### **ATTACHMENTS**

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Invoice for appraisal services performed by Rick Dreggors

ORLDOCS 14361912 |

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 WEKIVA PARKWAY - PROJECT NO. 429-203  
 LIMITED ACCESS RIGHT OF WAY  
 ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID WEST LINE, A DISTANCE OF 800.07 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 800 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°27'56" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 361.64 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5939.58 FEET, A CHORD DISTANCE OF 100.20 FEET AND A CHORD BEARING OF SOUTH 04°11'17" EAST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'00", A DISTANCE OF 100.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 900 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN SOUTH 89°27'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 369.39 FEET TO ITS INTERSECTION WITH THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

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


CONTAINING 0.839 ACRES, MORE OR LESS

**NOTE:**

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2846819 DATED 11/05/2012.

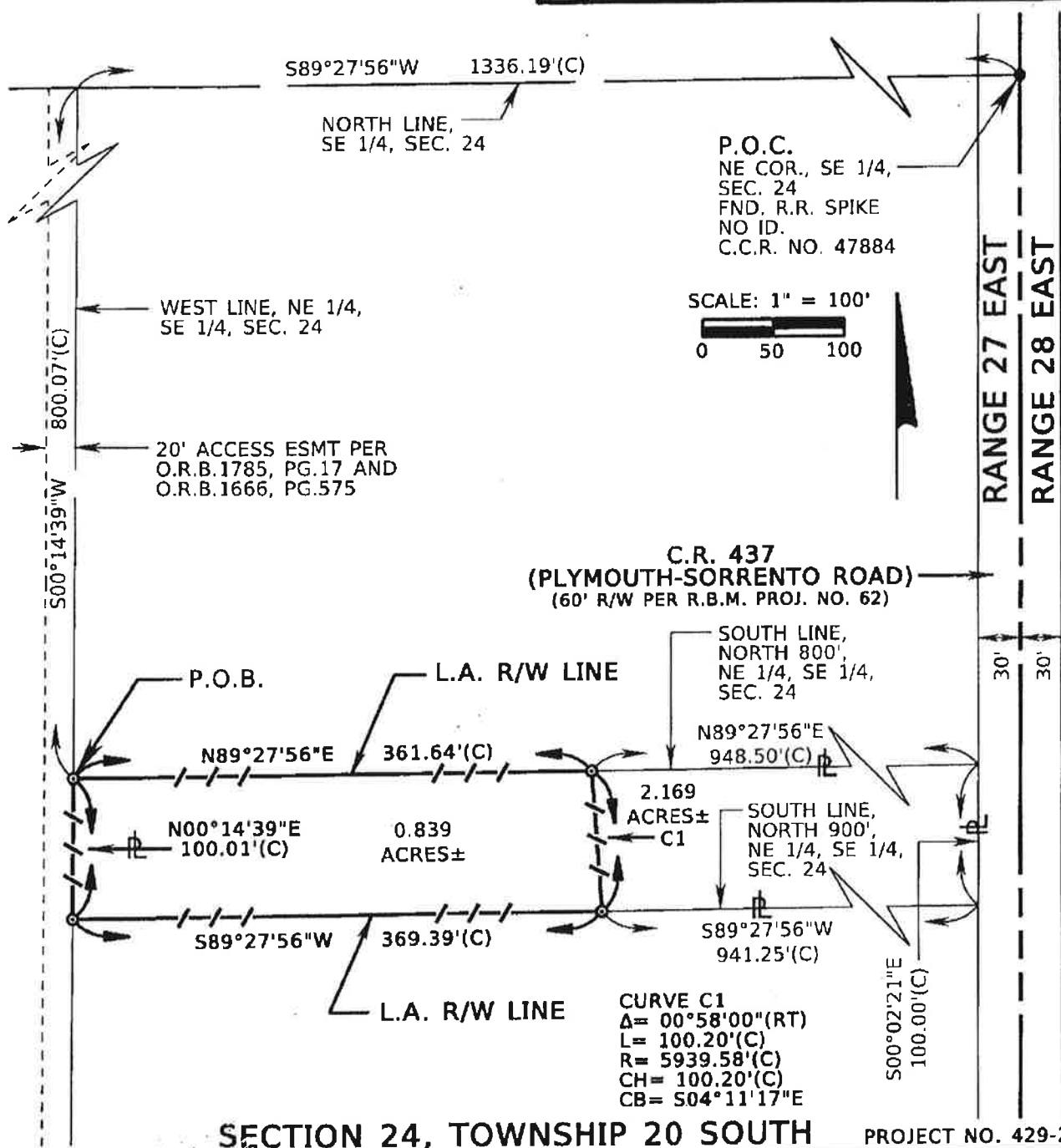
**LEGEND & ABBREVIATIONS**

|                                  |                                |                                |  |
|----------------------------------|--------------------------------|--------------------------------|--|
| CB = CHORD BEARING               | ID. = IDENTIFICATION           | P.I. = POINT OF INTERSECTION   | (R) = RADIAL   |
| C.C.R. = CERTIFIED CORNER RECORD | I.R. = IRON ROD                | P.O.B. = POINT OF BEGINNING    | SEC. = SECTION   |
| CH = CHORD LENGTH                | L. = ARC LENGTH                | P.O.C. = POINT OF COMMENCEMENT | TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| CDR. = CORNER                    | L.A. = LIMITED ACCESS          | PROJ. = PROJECT                | W/ = WITH  |
| (C) = CALCULATED DISTANCE        | LT = LICENSED SURVEY BUSINESS  | P.T. = POINT OF TANGENCY       | PL = PLAT  |
| D.B. = DEED BOOK                 | LT = LEFT                      | (P) = PLAT                     | R = SAME PROPERTY OWNER                                |
| ESMT = EASEMENT                  | NO. = NUMBER                   | R = RADIUS                     | Δ = DELTA (CENTRAL ANGLE)                              |
| EXIST. = EXISTING                | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP         | ○ = CHANGE IN DIRECTION                                |
| FND. = FOUND                     | P.C. = POINT OF CURVATURE      | RT = RIGHT                     | --- = LIMITED ACCESS R/W LINE                          |
| FPC = FLORIDA POWER CORPORATION  | PG./PGS. = PAGE / PAGES        | R/W = RIGHT OF WAY             | --- = R/W LINE   |
| (F) = FIELD DISTANCE             |                                |                                |  |

|                 |                    |   |   |                                      |
|-----------------|--------------------|---|---|--------------------------------------|
| DATE            | SEPTEMBER 16, 2013 |  <p><b>BOWYER SINGLETON</b><br/>         520 SOUTH MAGNOLIA AVENUE<br/>         ORLANDO, FLORIDA 32801<br/>         (407) 843-5120<br/>         FAX 407-649-8664</p> | <p><b>SKETCH OF DESCRIPTION.</b><br/>         THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY)<br/>         ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br/>         ORANGE COUNTY, FLORIDA</p> | <p><b>PARCEL</b><br/> <b>174</b></p> |
| DRAWN BY        | M.ROLLINS          |   |   | SCALE: N/A                           |
| CHECKED BY      | S.WARE             |   |   |                                      |
| BSA PROJECT NO. | EA11-J1            |   |   |                                      |
| REVISION        | BY                 | DATE  | SHEET 1 OF 2  |                                      |



BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING  $S89^{\circ}27'56''W$ , FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



**SECTION 24, TOWNSHIP 20 SOUTH**

PROJECT NO. 429-203

HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*William E. Byrd* 2/14/13  
 WILLIAM E. BYRD, L.S.M. DATE  
 LICENSE NUMBER 5443

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

CERTIFICATION OF AUTHORIZATION No. LB 1221



520 SOUTH MAGNOLIA AVENUE  
 ORLANDO, FLORIDA 32801  
 (407) 843-5120  
 FAX 407-649-8664

SKETCH OF DESCRIPTION.  
 THIS IS NOT A BOUNDARY SURVEY.

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

PARCEL  
 174

SCALE: 1"=100'

SHEET 2 OF 2

**PHOTOGRAPHS OF SUBJECT  
PARCEL 174**



1. LOOKING NORTH AT THE FRONTAGE ALONG PLYMOUTH SORRENTO ROAD



2. LOOKING NORTHWEST AT THE RESIDENCE

Photographs Taken By:  
David K. Hall  
August 14, 2014

**PHOTOGRAPHS OF SUBJECT  
PARCEL 174**



**3. LOOKING NORTHWEST AT THE STORAGE SHEDS**



**4. LOOKING WEST AT THE TAKING**

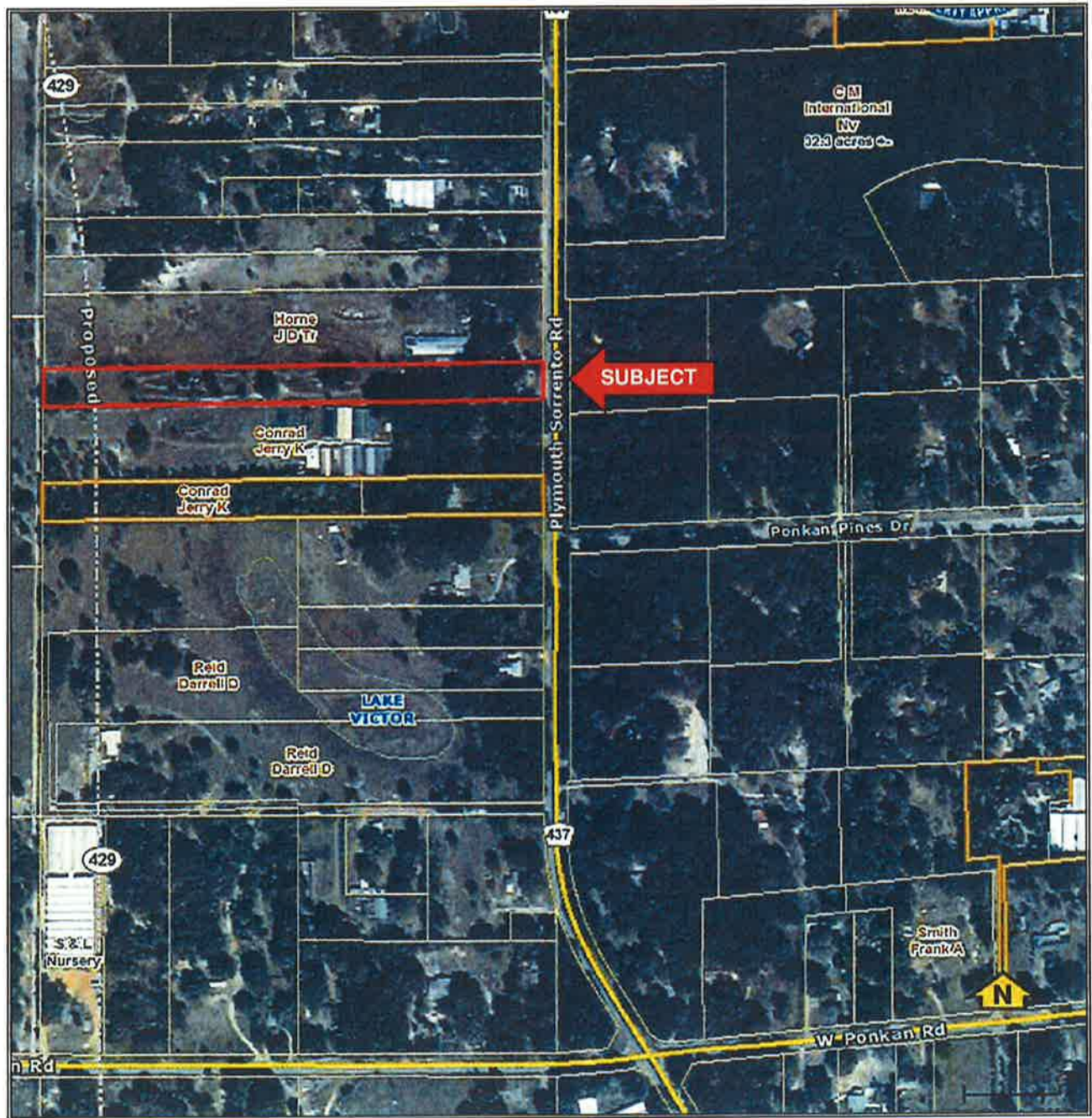
Photographs Taken By:  
Craig S. Adams  
June 18, 2013

**PHOTOGRAPHS OF SUBJECT  
PARCEL 174**

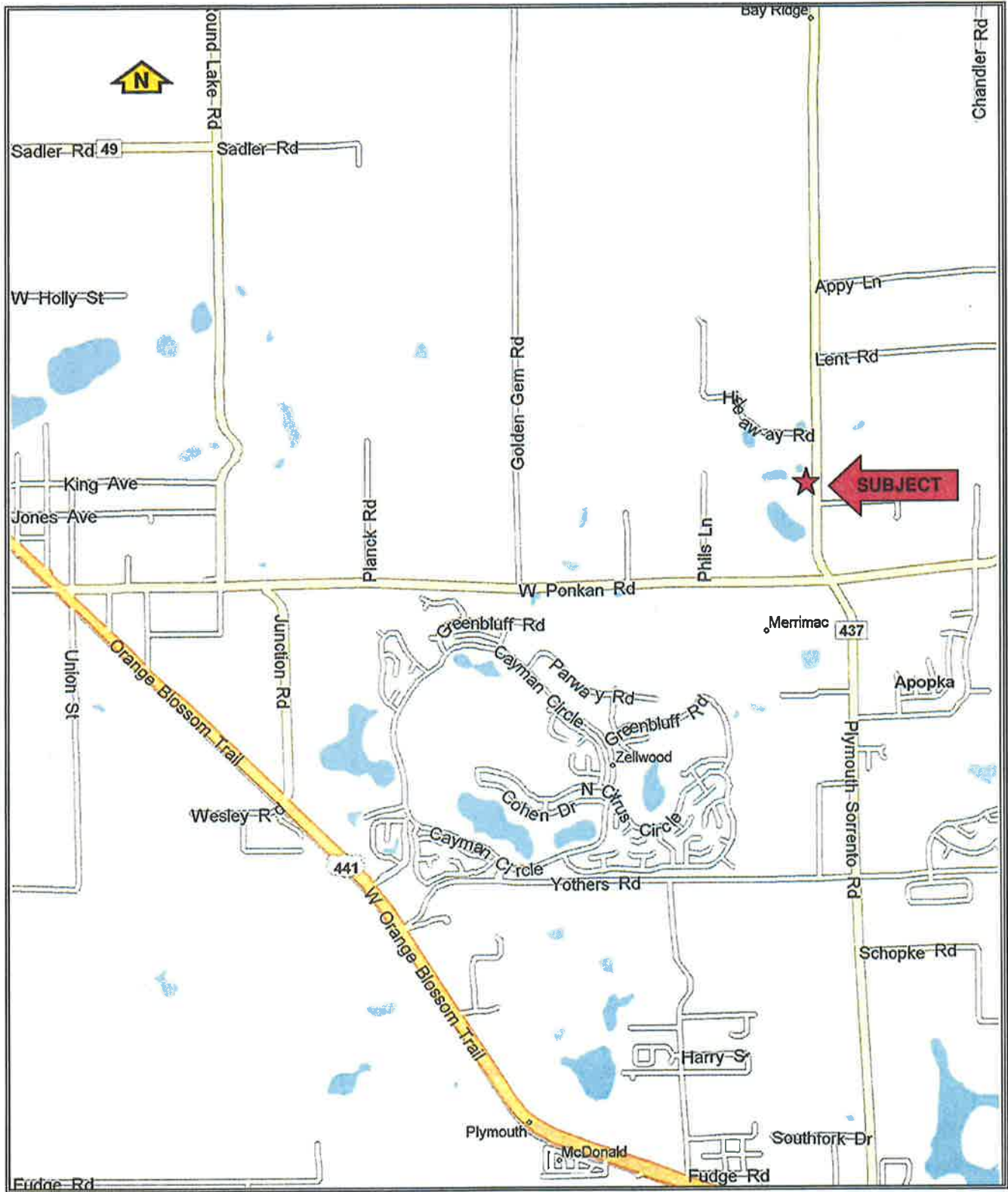


**5. LOOKING WEST AT THE TAKING**





AERIAL PHOTO  
PARCEL 174



**SUBJECT LOCATION MAP  
PARCEL 174**

**Calhoun, Dreggors & Associates, Inc.**  
• Real Estate Appraisers & Consultants •

April 14, 2014

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

RE: Owner: Martin  
Parcel No.: 174  
Project: Wekiva Parkway  
County: Orange

INVOICE

Review O/OCEA report, land sales research, review/analysis of sales, meeting with owner's representative.

|              |                          |                |
|--------------|--------------------------|----------------|
| Researcher:  | 11.75 Hrs. x \$ 75/Hr. = | \$ 881         |
| Eaton:       | 23.25 Hrs. x \$125/Hr. = | 2,906          |
| Dreggors:    | 6.00 Hrs. x \$225/Hr. =  | <u>1,350</u>   |
| <b>Total</b> |                          | <b>\$5,137</b> |

Thank you,

Richard C. Dreggors, GAA  
President

RCD/smo

728 West Smith Street • Orlando, Florida 32804  
Tel (407) 835-3395 • Fax (407) 835-3393  
*affiliated with Calhoun, Collister & Parham, Inc. of Tampa*

EXHIBIT "C"

**CONSENT AGENDA ITEM**


**#16**



**WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.**  
**329 Park Avenue North**  
**Second Floor**  
**Post Office Box 880**  
**Winter Park, Florida 32790-0880**  
**Telephone (407) 423-4246**  
**Facsimile (407) 645-3728**

**MEMORANDUM**

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

**FROM: James Edward Cheek, III, Right of Way Counsel**   
**Winderweedle, Haines, Ward & Woodman, P.A.**

**DATE: November 17, 2015**

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 122 (Randy and Mary Sparks) -  
Approval of Settlement**

---

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with Randy and Mary Sparks (the "Owners"), for the acquisition of Parcel 122 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") acquired Parcels 122 through a Stipulated Order of Taking entered on May 15, 2014.

**DESCRIPTION and BACKGROUND:**

Parcel 122 involves a partial taking from a 5.678 acre flag-shaped tract of land located along the south side of Yothers Road in unincorporated Orange County. CFX acquired 1.115 acres of land in fee simple. The property is used as a rural residential home site and is improved with a single-family residence. The property is accessed by a long, narrow driveway off Yothers Road. The taking basically acquires this driveway, and replaces it with a public roadway in order to provide access to the subject, as well as several other properties. In addition, traffic will be diverted temporarily from Yothers Road to Belgian Street while the Yothers Road bridge is constructed.

CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources – Orlando. Mr. Starkey performed several appraisals of the subject property because construction plans initially included a noise wall, but this wall was subsequently removed from the plans. His updated appraisal estimated that the amount of compensation owed to the landowner was \$92,400.00, based on the following analysis.

The Property is zoned A-1, Citrus Rural District, by Orange County. The subject is currently improved with a single-family residence that was constructed in 1993, containing 1,901 square feet of gross living area. In addition, site improvements related to the current residential

usage include fencing, a detached garage, septic tank and drain field, well, landscaping, and other associated residential improvements. Mr. Starkey concluded that the Property's highest and best use "as if vacant" would be for a single-family residential home site or agricultural use. The property "as improved" would have a highest and best use for the existing single-family residential use.

To determine land value, Mr. Starkey used the Sales Comparison Approach and considered four vacant land sales ranging from \$24,000 per acre to \$47,000 per acre. Mr. Starkey ultimately reconciled on a value of \$27,000.00 per acre. This resulted in a finding of \$153,300.00 for the total land value of the subject property, and a compensation claim of **\$30,100.00** for the value of the land taken (\$27,000 per acre x 1.115 acres).

Mr. Starkey used the cost approach and the comparable sales approach to determine the value of the subject "as improved." These approaches resulted in a contributory value of \$166,700 for the improvements, and an ultimate value of \$334,000 for the total value of the parent tract.

The most significant issue in this case is the degree to which the remainder property will be affected by the taking. The proposed acquisition will reduce the subject parent tract from 5.678 acres to 4.563 acres. More significantly, the taking will eliminate the landowner's private access driveway with a public roadway that will not only serve the subject parcel, but other properties in the vicinity. The alleged loss of privacy and increased traffic, noise, lights, and diminished rural character allegedly diminishes the value of the property by about 20%. This created severance damages in the amount of **\$58,300.00**.

In addition, Mr. Starkey appraised the value of the improvements located within the area of take. These improvements included landscaping and the access road, and were estimated to be worth **\$4,000.00**.

This results in a total compensation estimate for Parcel 122 of \$92,400.00, as summarized below:

**CFX Valuation of Parcel 122**

|                           |                     |
|---------------------------|---------------------|
| Value of Parent Tract     | \$334,000.00        |
| Land taken (1.115 acres)  | \$ 30,100.00        |
| Improvements              | \$ 4,000.00         |
| Severance Damage (10%)    | \$ 58,300.00        |
| <b>Total Compensation</b> | <b>\$ 92,400.00</b> |

The Owners, Mr. and Mrs. Sparks, retained the legal services of Andrew Brigham, Esquire, and the appraisal services of Matthew P. Ray, MAI of Cantrell Ray Real Estate, LLC. Mr. Ray

consulted with land planner Sue Murphy of P & M Consulting Group, Inc., and engineer Reginald Mesimer, P.E. of Mesimer and Associates, Inc., to assist in the highest and best use analysis and to identify damages that result from the taking.

Mr. Ray’s appraisal opinion was similar to Mr. Starkey’s regarding land value (\$44,600 for the part taken) and improvement value (\$6,105.00 for improvements within the area of taking). The significant issue on which the appraisers differed related to severance damages. Mr. Ray concluded that the property was damaged by 40%, or \$131,718.00. He then determined that these damages could be partially cured by the construction of a noise wall for \$38,800.00, and this would reduce severance damages to 25%, or \$82,324. Mr. Ray’s valuation conclusions are summarized as follows:

**Landowner Valuation of Parcel 122**

|                            |                     |
|----------------------------|---------------------|
| Value of Parent Tract      | \$380,000.00        |
| Land taken (1.115 acres)   | \$ 44,600.00        |
| Improvements               | \$ 6,105.00         |
| Severance Damage plus cure | \$121,124.00        |
| <b>Total Compensation</b>  | <b>\$171,829.00</b> |

**SETTLEMENT PROPOSAL:**

The parties have been participating in settlement negotiations and have reached a proposed agreement for the acquisition of Parcel 122 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

**Total Settlement Proposal for Parcel 122**

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| Landowners (Randy and Mary Sparks): | \$132,700.00                        |
| Expert Fees and Attorneys Fees      | (Not to Exceed) \$ 64,627.00        |
| <b>Total</b>                        | <b>(Not to exceed) \$197,327.00</b> |

In sum, CFX would pay compensation to the Owners, Randy and Mary Sparks, in the amount of \$132,700.00, less its good faith deposit of \$34,100.00, leaving a remaining balance of **\$98,600**. In addition, CFX would pay statutory attorneys’ fees and expert fees in an amount not to exceed \$64,627.00. As mediation was completed on the evening of November 4, 2015 (the same day as this Right of Way Committee’s agenda deadline), all expert invoices and amounts were not available for inclusion in this memorandum, so a cap was negotiated to set the upper limits for outstanding fees and costs.

Under the proposed settlement, CFX will not be responsible for constructing a wall, which is an estimated savings of \$38,800.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by §73.091 and §73.092, *Florida Statutes*. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owner's attorney fees and expert fees and costs.

**RECOMMENDATION:**

The proposed settlement was recommended for Board approval by the Right of Way Committee at the November 18, 2015 meeting. We respectfully request CFX Board approval of the proposed settlement in the amount of \$197,327.00 in full settlement of all claims for compensation for the acquisition of Parcel 122.

**ATTACHMENTS:**

Exhibit A - Sketch of Subject Property.

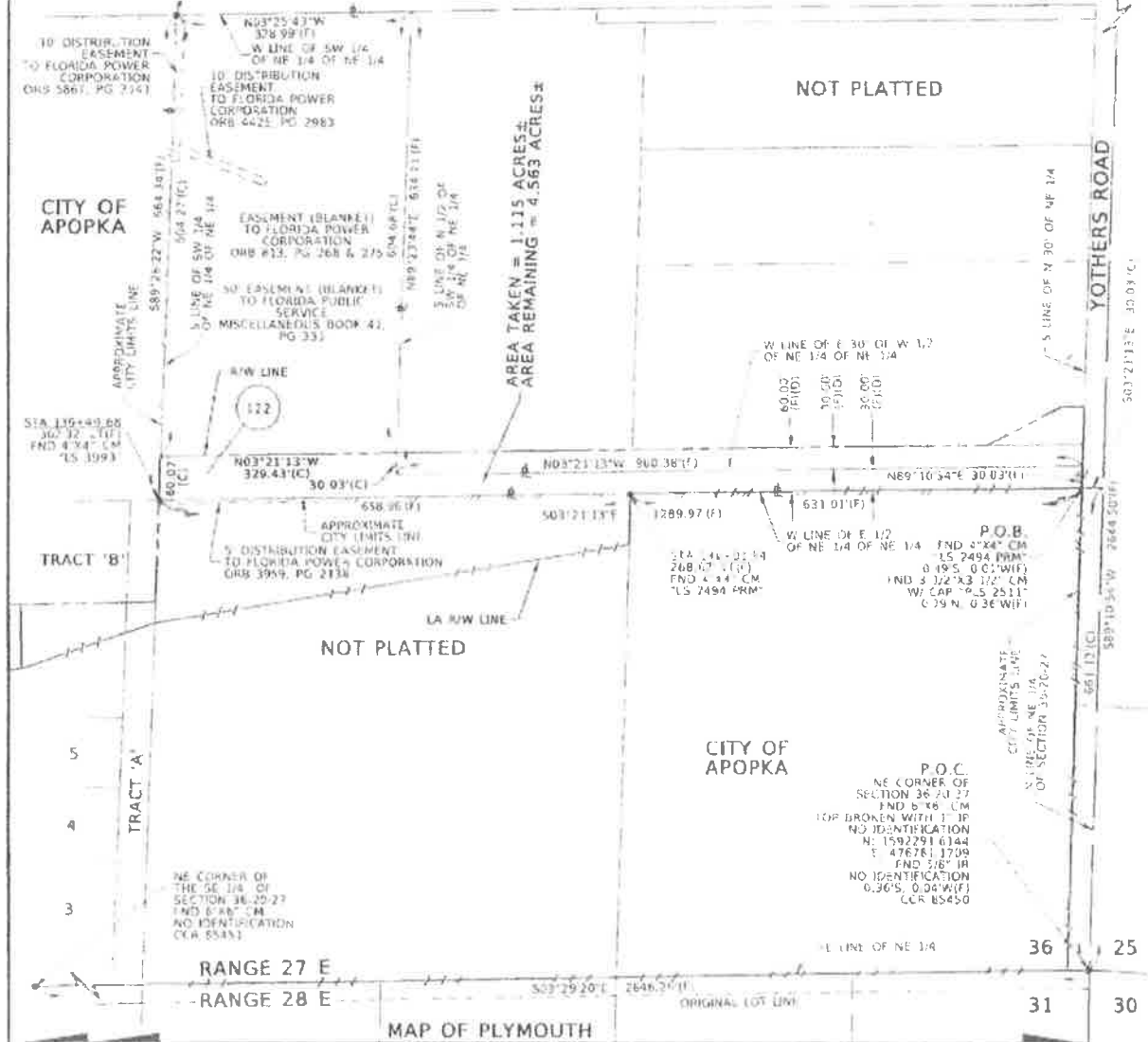
**SKETCH OF DESCRIPTION**



Scale: 1" = 200'

**SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

NW CORNER OF  
THE NE 1/4 OF  
SECTION 36-20-27  
FND RAILROAD SPIKE  
NO IDENTIFICATION  
N 1592257 8508  
E 474134 9293  
CCR 05449



TRACT 'A' 5 4 3  
TRACT 'B'  
RANGE 27 E  
RANGE 28 E  
MAP OF PLYMOUTH  
PB B, PGS 17-18  
SECTION 31,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST  
LOT 10 LOT 7 LOT 6 LOT 3 BLOCK D LOT 2  
SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND  
SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
DATE: APRIL 25, 2013  
PROJECT NO.: H20-01  
DRAWN: PMM CHECKED: JMS

**STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 122**

**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
2700 WESTHALL LANE  
SUITE 137  
MAITLAND, FLORIDA 32751  
VOICE: (407) 660-2322 FAX: 660-8223  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

Exhibit "A"

**CONSENT AGENDA ITEM**

**#17**

**WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.**  
**329 Park Avenue North**  
**Second Floor**  
**Post Office Box 880**  
**Winter Park, Florida 32790-0880**  
**Telephone (407) 423-4246**  
**Facsimile (407) 645-3728**

**MEMORANDUM**

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

**FROM: James Edward Cheek, III, Right of Way Counsel** *WASO*  
**Winderweedle, Haines, Ward & Woodman, P.A.**

**DATE: November 17, 2015**

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 123 (David Cipollone) -**  
**Approval of Settlement**

---

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with David Cipollone (the "Owner"), for the acquisition of Parcel 123 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") acquired Parcel 123 through a Stipulated Order of Taking entered on May 15, 2014.

**DESCRIPTION and BACKGROUND:**

Parcel 123 involves a partial taking from a 5.185 acre flag-shaped tract of land located along the south side of Yothers Road in unincorporated Orange County. CFX acquired 0.661 acres of land in fee simple. The property is used as a rural residential home site and is improved with a single-family residence. The property is accessed by a long, narrow driveway off Yothers Road. The taking basically acquires this driveway, and replaces it with a public roadway in order to provide access to the subject, as well as several other properties. In addition, traffic will be diverted temporarily from Yothers Road to Belgian street while the Yothers Road bridge is constructed.

CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources – Orlando. Mr. Starkey performed several appraisals of the subject property because construction plans initially included a noise wall, however this wall was subsequently removed from the plans. His revised appraisal estimated that the amount of compensation owed to the landowner was \$44,400.00, based on the following analysis.

The Property is zoned A-1, Citrus Rural District, by Orange County. The subject is currently improved with a single-family residence that was constructed in 1990, containing 1,718 square feet of gross living area. In addition, site improvements related to the current residential

usage include fencing, a detached covered pole structure, storage building, a septic tank and drain field, well, landscaping, and other associated residential improvements. Mr. Starkey concluded that the Property's highest and best use "as if vacant" would be for a single-family residential home site or agricultural use. The property "as improved" would have a highest and best use for the existing single-family residential use.

To determine land value, Mr. Starkey used the Sales Comparison Approach and considered four vacant land sales ranging from \$24,000 per acre to \$47,000 per acre. Mr. Starkey ultimately reconciled on a value of \$27,000.00 per acre. This resulted in a finding of \$140,265.00 for the total land value of the subject property, and a compensation claim of **\$17,850.00** for the value of the land taken (\$27,000 per acre x .661 acres).

Mr. Starkey used the cost approach and the comparable sales approach to determine the value of the subject "as improved." These approaches resulted in a contributory value of \$79,700 for the improvements, and an ultimate value of \$220,000 for the total value of the parent tract.

The most significant issue in this case is the degree to which the remainder property will be affected by the taking. The proposed acquisition will reduce the subject parent tract from 5.185 acres to 4.534 acres. More significantly, the taking will eliminate the landowner's private access driveway with a public roadway that will not only serve the subject parcel, but other properties in the vicinity. The alleged loss of privacy and increased traffic, noise, lights, and diminished rural character allegedly diminishes the value of the property by 10%. This created severance damages in the amount of **\$18,250.00**.

In addition, Mr. Starkey appraised the value of the improvements located within the area of take. These improvements included landscaping and the access road, and were estimated to be worth **\$8,000.00**. Mr. Starkey also determined that a cost to cure was needed for **\$300.00** to replace a field gate.

The above analysis results in a total compensation estimate for Parcel 123 of \$44,400.00, as summarized below:

#### **CFX Valuation of Parcel 123**

|                           |                     |
|---------------------------|---------------------|
| Value of Parent Tract     | \$220,000.00        |
| Land taken (0.661 acres)  | \$ 17,850.00        |
| Improvements              | \$ 8,000.00         |
| Severance Damage (10%)    | \$ 25,850.00        |
| <b>Total Compensation</b> | <b>\$ 44,400.00</b> |

The Owner, David Cipollone, retained the legal services of Andrew Brigham, Esquire, and



the appraisal services of Matthew P. Ray, MAI of Cantrell Ray Real Estate, LLC. Mr. Ray consulted with land planner Sue Murphy of P & M Consulting Group, Inc., and engineer Reginald Mesimer, P.E. of Mesimer and Associates, Inc., to assist in the highest and best use analysis and to identify damages that result from the taking.

Mr. Ray's appraisal opinion was similar to Mr. Starkey's regarding land value (\$26,440 for the part taken) and improvement value (\$10,345.00 for improvements within the area of taking). The significant issue on which the appraisers differed related to severance damages. Mr. Ray concluded that the property was damaged by 50%, or \$118,320. He then determined that these damages could be partially cured by the construction of a noise wall for \$38,800.00, and this would reduce severance damages to 30%, or \$70,992. Mr. Ray's valuation conclusions are summarized as follows:

**Landowner Valuation of Parcel 123**

|                            |                      |
|----------------------------|----------------------|
| Value of Parent Tract      | \$ 273,426.00        |
| Land taken (.661 acres)    | \$ 26,440.00         |
| Improvements w/in taking   | \$ 10,345.00         |
| Severance Damage plus cure | \$ 109,792.00        |
| <b>Total Compensation</b>  | <b>\$ 146,577.00</b> |

**SETTLEMENT PROPOSAL:**

The parties have been participating in settlement negotiations and have reached a proposed agreement for the acquisition of Parcel 123 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

**Total Settlement Proposal for Parcel 123**

|                                       |                                     |
|---------------------------------------|-------------------------------------|
| Landowner (David Cipollone):          | \$110,000.00                        |
| <u>Expert Fees and Attorneys Fees</u> | <u>(Not to Exceed) \$ 58,314.00</u> |
| <b>Total</b>                          | <b>(Not to exceed) \$168,314.00</b> |

In sum, CFX would pay compensation to the Owner, David Cipollone, in the amount of \$110,000.00, less its good faith deposit of \$26,150.00, leaving a remaining balance of **\$83,850.00**. In addition, CFX would pay statutory attorney fees and expert fees in an amount not to exceed \$58,314.00. As mediation was completed on the evening of November 4, 2015 (the same day of this Right of Way Committee's agenda deadline), all expert invoices and amounts were not available for inclusion in this memorandum, so a cap was negotiated to set the upper limit for outstanding fees and costs.

Under the proposed settlement, CFX will not be responsible for constructing a wall, which is an estimated savings of \$38,800.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by §73.091 and §73.092, *Florida Statutes*. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owners' attorney fees and expert fees and costs.

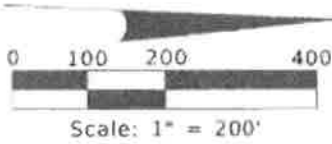
**RECOMMENDATION:**

The proposed settlement was recommended for Board approval by the Right of Way Committee at the November 18, 2015 meeting. We respectfully recommend CFX Board approval of the proposed settlement in the amount of \$168,314.00 in full settlement of all claims for compensation for the acquisition of Parcel 123.

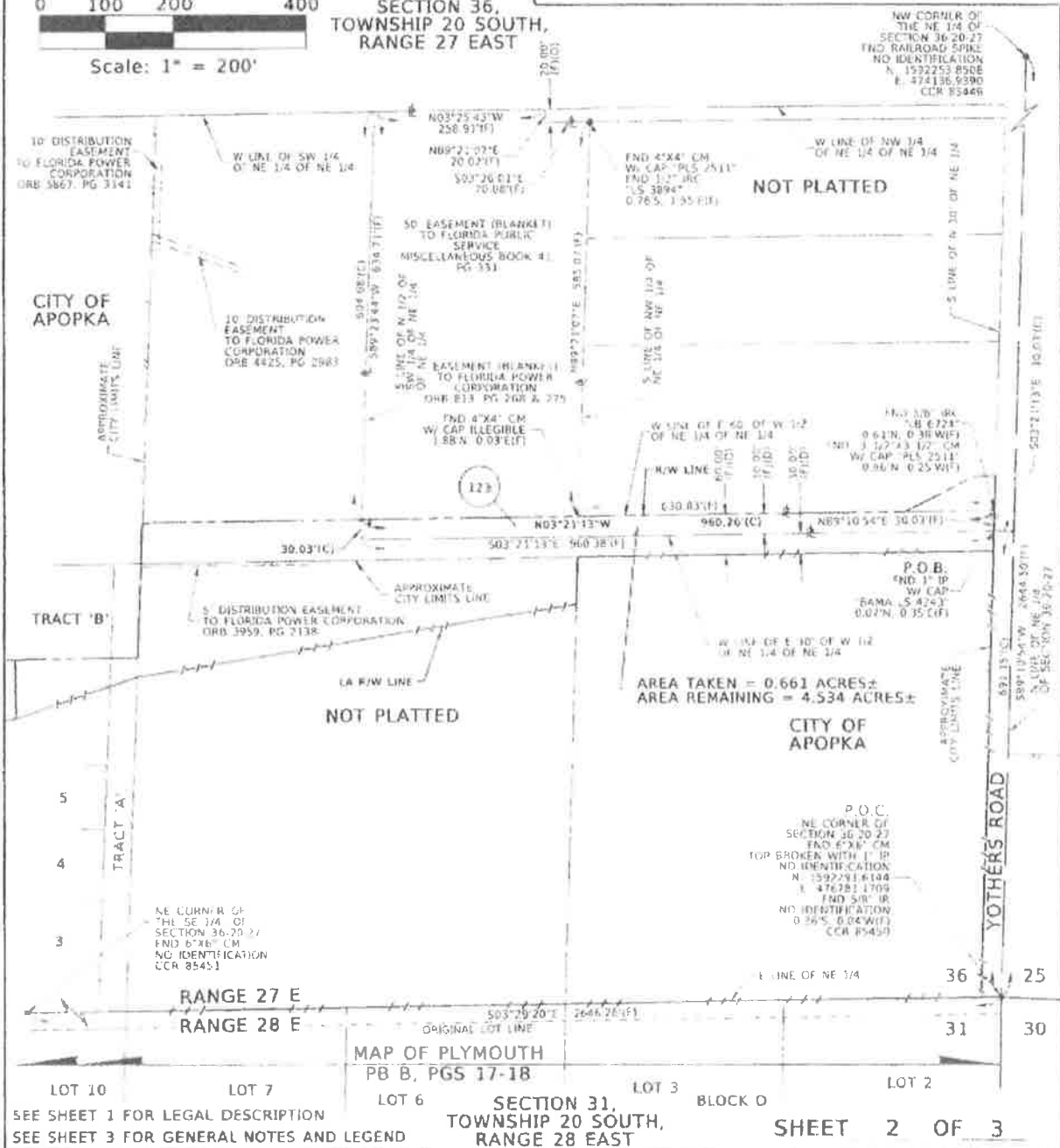
**ATTACHMENTS:**

Exhibit A - Sketch of Subject Property

SKETCH OF DESCRIPTION



SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST



FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
DATE: APRIL 25, 2013  
PROJECT NO.: H20-01  
DRAWN: PMM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 123


 **GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
2700 WESTHALL LANE  
SUITE 137  
MAITLAND, FLORIDA 32751  
VOICE: (407) 660-2322 FAX: 660-8723  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

Exhibit "A"

**CONSENT AGENDA ITEM**

**#18**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: November 17, 2015

RE: *Central Florida Expressway Authority v. Orange County Florida, et al.*  
Case No. 2014-006798-O, Project: 429-202, Parcel 150  
Owner: Orange County Florida  
Area: South and West Sides of Plymouth Oaks Road, West of Plymouth Sorrento  
Size of Parent Tract: 51.47 acres; Amount Taken: 35.38 +/- acres  
**Proposed Settlement Agreement**

---

### DESCRIPTION OF PARCEL 150

Parcel 150 is a 35.38-acre taking from a 51.47-acre parent tract that Orange County acquired in 1944 and used as a clay pit. The parent tract is west of Plymouth Sorrento Road, south of Ponkan Road, and located on the west and south sides of Plymouth Oaks Road. The two remainders total 16.09 acres. The tax map and aerials of the property are attached as **Exhibit A**. The parent tract is improved with groundwater monitoring wells and perimeter chain link fencing. There are depressions in the northwest and southwest areas. A Level II Contamination Impact Assessment, prepared by Geotechnical and Environmental Consultants, Inc., revealed evidence of buried debris at several locations, consisting mostly of concrete and asphalt rubble.

On August 18, 2014, CFX acquired title to Parcel 150 through a deposit made pursuant to an Order of Taking. The property is currently zoned as A-1, Citrus Rural Agricultural, with a future land use of Rural (R). The remainder is encumbered with three easements granted to Florida Power Corporation. The highest and best use of the property is low density residential. Walter N. Carpenter, Jr., MAI, CRE, appraised the property and concluded that full compensation was the sum of the following:

|                                    |           |
|------------------------------------|-----------|
| Land (35.38 acres @ \$15,000/acre) | \$530,700 |
| Improvements (528ll lf of fence)   | 3,900     |
| Severance Damages (10%)            | 26,300    |
| Total                              | \$560,900 |

### COUNTEROFFER FROM ORANGE COUNTY, FLORIDA

Recently, Orange County, through Edward Chew, Senior Assistant County Attorney, countered at \$20,000 per acre for a total of **\$739,800**. In the spirit of cooperation, Orange

Project: 429-202, Parcel 150  
Owner: Orange County, Florida

County made the counteroffer without ordering an appraisal report and without incurring the expense of expert fees and costs.

### **RECOMMENDATION**

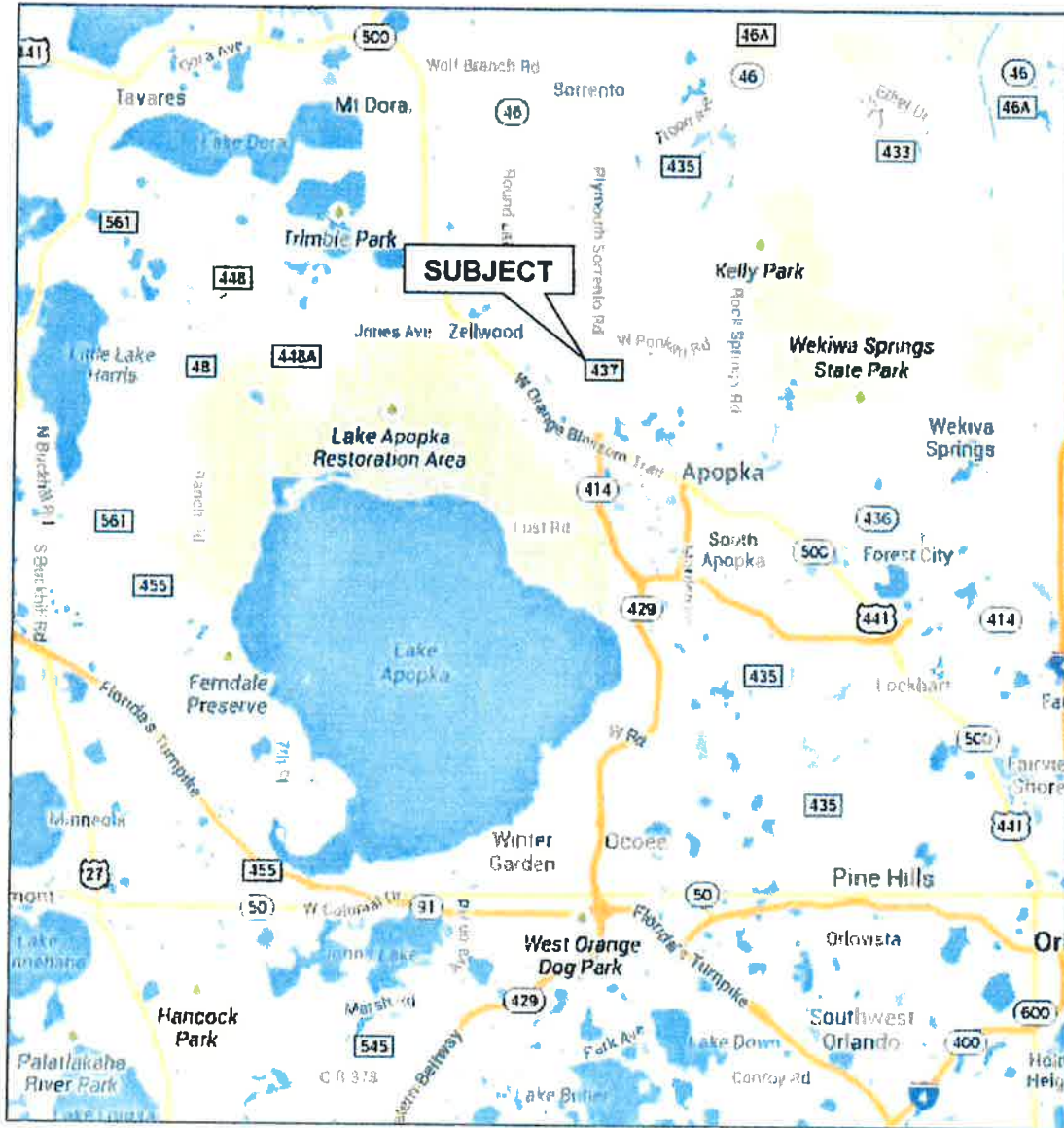
We request the Board approve the Right of Way Committee's recommendation to accept Orange County's counteroffer in the amount of \$739,800.

### **ATTACHMENTS**

Maps  
Aerial

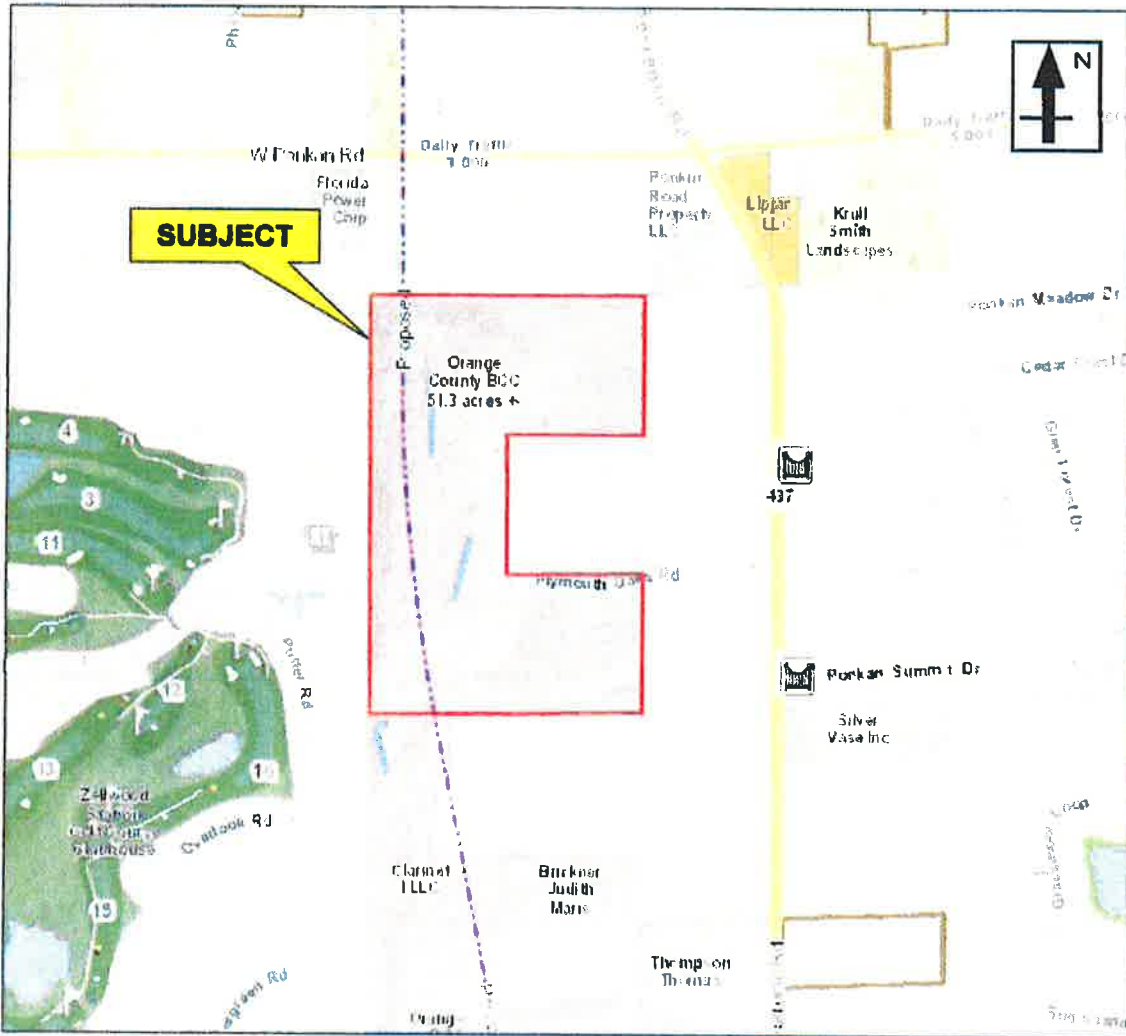
PARCEL NO.: 150  
OWNER: ORANGE COUNTY  
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-202  
CITY/COUNTY: ORANGE

### AREA MAP



PARCEL NO.: 150  
OWNER: ORANGE COUNTY  
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-202  
CITY/COUNTY: ORANGE

**TAX MAP**

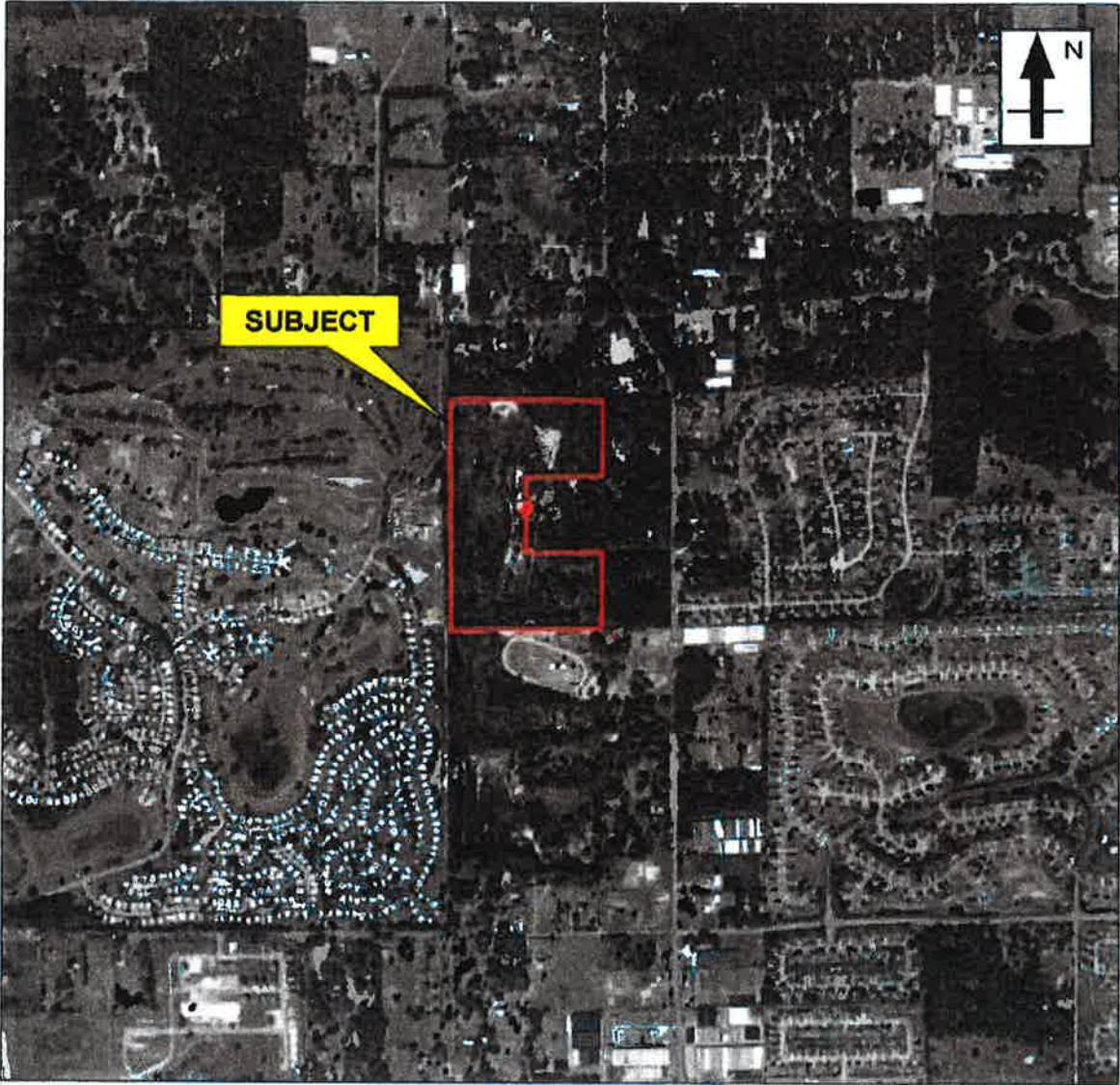


Approximate Representation  
Source: Orange County Property Appraiser



PARCEL NO.: 150  
OWNER: ORANGE COUNTY  
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-202  
CITY/COUNTY: ORANGE

**AERIAL PHOTOGRAPH**



Approximate Representation  
Source: Orange County Property Appraiser


**CONSENT AGENDA ITEM**

**#19**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Glenn Pressimone, Director of Engineering  
Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: November 17, 2015

RE: State Road 528 Airport Plaza Demolition and Ramp Plaza Construction Project  
Property Access License Agreement with the Greater Orlando Aviation Authority

---

To improve safety and efficiency, CFX is in the process of removing the SR 528 (also known as the Martin B. Andersen Beachline Expressway) Airport Mainline Plaza. The toll currently collected at this plaza will be collected at the existing SR 528 West Main Plaza and at four (4) new ramp plazas. The new ramp plazas will feature both exact change and dedicated E-PASS lanes. Two (2) ramp gantries providing an electronic toll rebate will also be constructed.

As part of the project, CFX needs permission to enter upon GOAA property for the purpose of temporarily relocating a portion of North Frontage Road and using the relocated roadway for maintenance of traffic during construction.

CFX staff has worked in conjunction with GOAA to prepare the attached License Agreement. The term is only one hundred eighty (180) days or until June 30, 2016, unless terminated sooner.

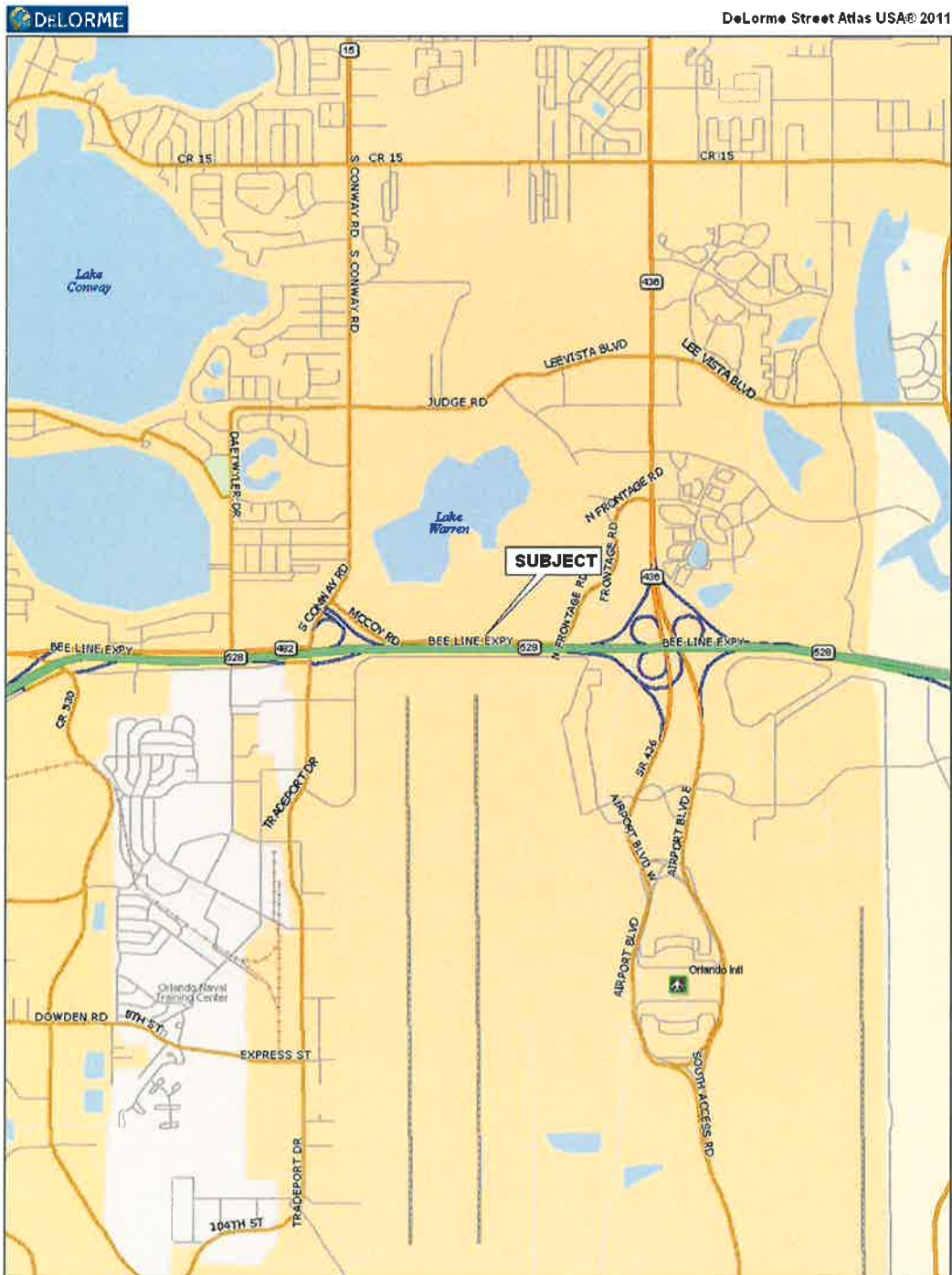
### RECOMMENDATION

We request the Board approve the attached Property Access License Agreement with the Greater Orlando Aviation Authority for a period of one hundred eighty (180) days or until June 30, 2016.

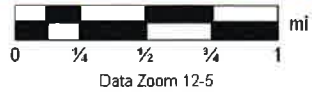
### ATTACHMENTS

Map  
Aerial  
Property Access License Agreement

# LOCATION MAP

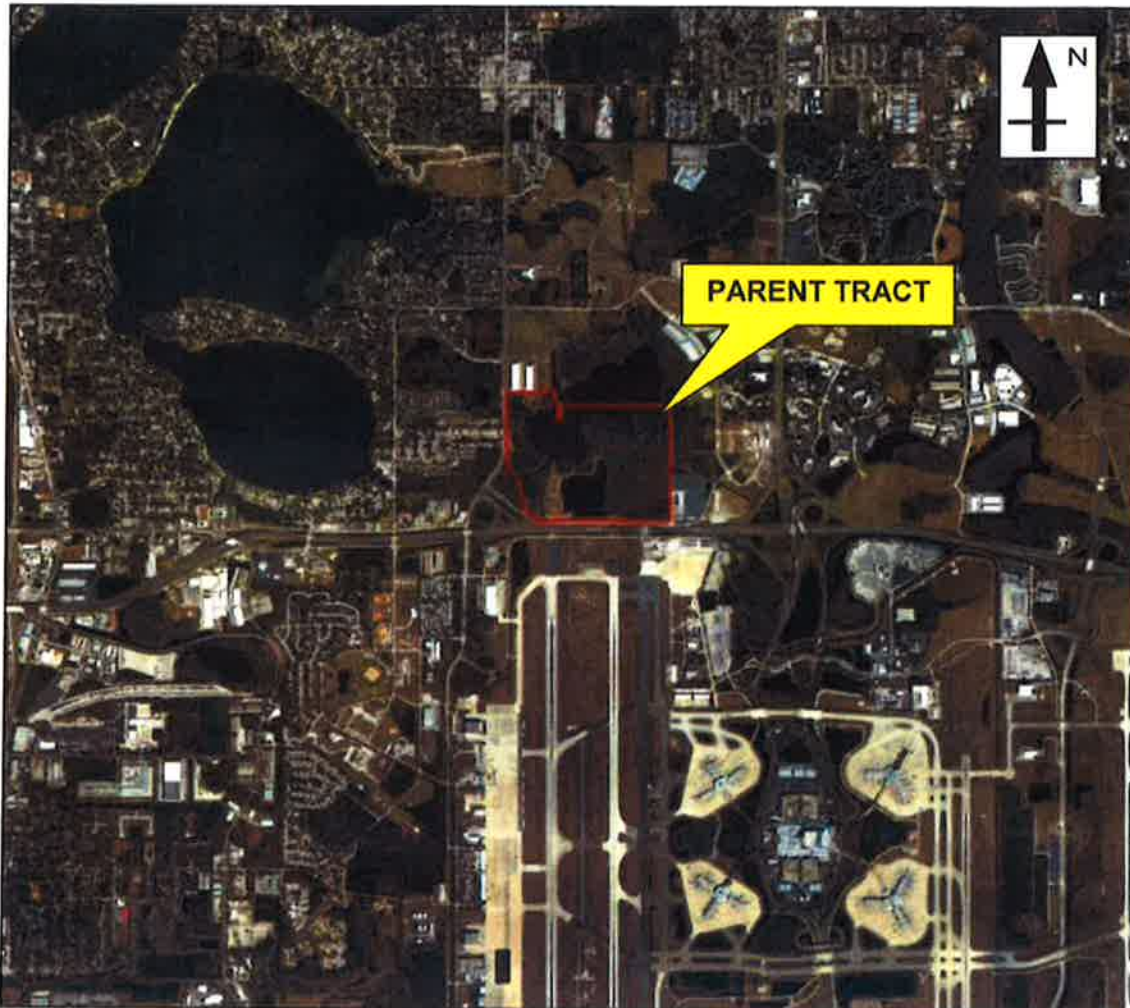


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www.delorme.com



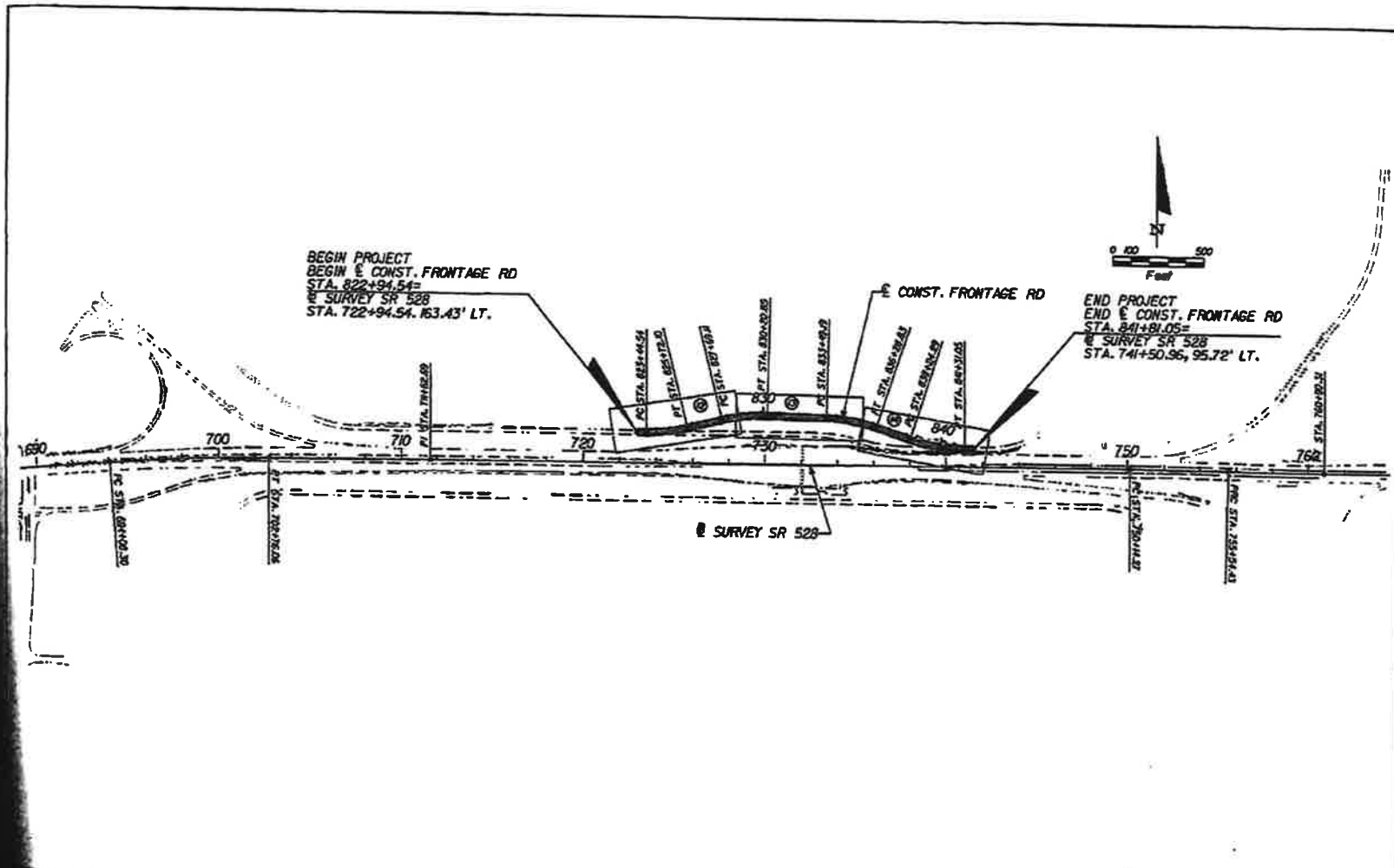


GOAA LAND CONSISTING OF  
PERMANENT EASEMENTS – PARCEL 101 (2.176 AC) AND PARCEL 801 (1.371 AC)  
ORLANDO, ORANGE COUNTY, FLORIDA



*Approximate Representation*  
*Source: Orange County Property Appraiser*

ORLANDO INTERNATIONAL AIRPORT



BEGIN PROJECT  
 BEGIN E CONST. FRONTAGE RD  
 STA. 822+94.54  
 E SURVEY SR 528  
 STA. 722+94.54, 163.43' LT.

END PROJECT  
 END E CONST. FRONTAGE RD  
 STA. 841+81.05  
 E SURVEY SR 528  
 STA. 741+50.96, 95.72' LT.

SURVEY SR 528

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |



800 S. MARSHALL AVE. ORLANDO, FL 32801  
 407-945-8100 / 813-945-1100  
 PAPER CERT. OF ALCOR KINGDOM REG. 9254  
 DIVISION OF RECORDS  
 DANIEL F. CORVINO, P.E. NO. 6886

ORLANDO-ORANGE COUNTY  
 EXPANDEDWAY AUTHORITY  
 ROAD NO. PROJECT NO.  
 SR 528 528-405A



**PROJECT LAYOUT  
 FRONTAGE RD**

SHEET NO.  
 9

**PROPERTY ACCESS LICENSE AGREEMENT**

**THIS PROPERTY ACCESS LICENSE AGREEMENT** (“License”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public body corporate and politic with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 (“GOAA”) and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (“CFX”). GOAA and CFX, are sometimes collectively referred to herein as the “Parties”.

**WITNESSETH:**

**WHEREAS**, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the “Act”), as an independent special district and agency of the City of Orlando, Florida; and

**WHEREAS**, the City of Orlando, a Florida municipal corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801 is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 3.547 acres, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”), and

**WHEREAS**, GOAA occupies, controls, and operates the Property pursuant to that certain Amended and Restated Operation and Use Agreement by and between GOAA and City, effective October 1, 2015, (the “Operating Agreement”); and

**WHEREAS**, CFX is undertaking the widening and improvement of S.R. 528 (a/k/a the Martin Andersen Beachline) (“Project”) (also known as CFX Project 528-405), including, without limitation, the construction, installation, removal and relocation of roads, toll facilities, swales, wires, conduits, utilities and other improvements and appurtenances thereto along S.R. 528; and

**WHEREAS**, CFX’s Project timing requires CFX to enter onto the Property to allow use of the Project by the general public and, due to such Project timing, GOAA desires to grant CFX the right and license of entry upon such portions of the Property as may be necessary for maintenance of traffic for the Project for a one hundred eighty (180) day period; and

**WHEREAS**, CFX was created by Part III, Chapter 348, Florida Statutes to construct, hold, improve, maintain and operate a road network in Orange, Seminole, Lake and Osceola Counties, Florida, known as the Central Florida Expressway Authority system; and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

**NOW THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by CFX to GOAA, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX and GOAA hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Term. The term of this License is defined as a one hundred eighty (180) day period (the "Term") beginning on the date that is ten (10) days after written notice is provided from CFX to GOAA and shall expire on the earlier of (1) the one hundred eighty (180) day period or (2) June 30, 2016, unless sooner terminated in accordance with the terms and provisions hereof.

3. Grant of Right of Entry for the Property. It is acknowledged and agreed by the Parties that CFX's Project timing requires CFX to enter onto the Property for use as maintenance of traffic. By execution of this License, GOAA hereby grants to CFX, its employees, agents, engineers, contractors, assigns, and other representatives, and the general public lawfully utilizing McCoy Road or S.R 528 / the Beachline, for the Term and subject to the other terms and conditions herein set forth, a non-exclusive right and license to enter upon, over, under, and through the Property as may be necessary or desirable for the Project and related infrastructure for the sole purpose of maintenance of traffic for the Project. The right of entry shall specifically include construction, installation, preparation of the road for use by the general public (such as pavement markings), maintenance, and removal of pavement and other improvements. The right of entry shall specifically exclude the right to enter upon, over, under, and through the Property for the purposes of excavation, grading, clearing, grubbing, relocating utilities (including the removal and installation thereof by such utility providers), storage of materials and equipment, other than as necessary to remove the improvements. Upon expiration of the Term, the Property shall be blocked and traffic redirected to the existing McCoy Road, the roadway surface removed and the area returned its pre-construction condition including sod. The written notice required in Section 2 shall also provide proof of insurance as required below. This License and the attendant privileges granted hereby may be revoked by GOAA upon default by CFX hereunder and delivery of written notice to CFX; provided, however, that CFX's obligations to indemnify GOAA as set forth herein shall survive such revocation. Upon termination or expiration of this License agreement, CFX, at its sole cost and expense, shall vacate the Property and promptly remove any and all property placed thereon by or on behalf of CFX during the



Term and restore any damage or disturbance to the Property caused by CFX during the Term.

4. Indemnification. Subject to the limitations in Section 768.28, Florida Statutes and law, CFX shall indemnify, defend and hold completely harmless GOAA and the members (including, without limitation, all members of the governing board of GOAA, and its advisory committees), officers, agents and employees (the "Indemnified Parties") from and against any and all third-party claims, suits or demands resulting in judgments, losses, costs, fines, penalties, damages, liabilities (including without limitation statutory liability, liability under Worker's Compensation Laws and liability related to environmental issues), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorney's Fees) (collectively, "Claims") which are actually incurred by, charged to or recovered from any of the Indemnified Parties and which arise on the Property (1) out of the use, occupancy or maintenance of the Property, including any improvement thereto or (2) in connection with any of CFX's rights and obligations contained in this License, including, but not limited to, any and all Claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises out of the use, occupancy, or maintenance of the Property on the part of CFX or its officers, partners, employees, agents, contractors, or subcontractors regardless of where the damage, injury or death occurred, unless any such Claim was caused solely by (A) the negligence, gross negligence or willful misconduct of any Indemnified Party or by (B) the joint negligence, gross negligence or willful misconduct of any Indemnified Party and any person other than CFX or CFX's officers, partners, employees, agents, contractors, or subcontractors.

GOAA shall give CFX reasonable notice of any Claim for which indemnification will be sought under this Section 4., allow CFX or its insurer to compromise and defend the same to the extent of its interests (subject to GOAA's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. GOAA's failure to promptly notify CFX of a Claim will not act as or constitute a waiver of any rights of GOAA under this License, except to the extent that CFX is prejudiced as a result of such failure. In carrying out its obligations under this Section 4., CFX shall use counsel reasonably acceptable to GOAA. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) the CFX's duty to indemnify, defend and hold the Indemnified Parties harmless hereunder shall not make the CFX liable for any Claims for which GOAA or any Indemnified Party is immune pursuant to applicable law, including section 768.28, Fla. Stat., or the then current version of same, (ii) nothing in this Section 4. shall be construed as a waiver or attempted waiver by GOAA or any Indemnified Party of its sovereign immunity under applicable law and (iii) in no event shall the requirements of this Section 4. be construed to provide an independent legal basis to hold the CFX or an Indemnified Party liable to any other person or entity for any damages, whether direct, indirect, punitive, special or consequential damages (including, but not limited to, loss of profits, interest or earnings).

5. Insurance. The following insurance is required under this Agreement:

a. General Liability Insurance. On or before providing the written notice above and during the entire Term, CFX or its general contractor for the Project (the "Contractor") shall obtain and maintain, at its sole cost and expense, commercial general liability insurance, a per occurrence basis, under one or more policies covering CFX and, by endorsement, the Additional Insureds (as hereinafter defined) against loss or liability in connection with bodily injury, personal injury, death, or property damage occurring on or about the Property caused in whole or in part by or through CFX or its employees, agents, contractors, or subcontractors made in connection with CFX's use of the Property, or any part thereof, or CFX's construction, operation, or maintenance of the Project. For the purposes of this Section 5, the "Additional Insureds" shall mean GOAA, and its members (including, without limitation, all members of the governing board of GOAA, and its advisory committees), officers, agents and employees. During the Term, CFX's Contractor's commercial general liability insurance coverage shall be in an amount of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, death and property damage, which limit may be provided by a combination of primary and excess/umbrella coverage. The commercial general liability coverage, shall not exclude, or restrict coverage, on the basis that construction, demolition or other operations are in connection with traffic operations, or in some proximity to, any easement or property or affecting road.

The foregoing policy or policies under which such commercial general liability coverage is provided by CFX or its Contractor may include a deductible or self-insured retention not in excess of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) on the condition that:

i. During any time period that a commercial general liability insurance policy required hereunder is in effect, it shall explicitly provide that, notwithstanding the applicability of any deductible or self-insured retention to the coverage for any other person or organization, no such deductible or self-insured retention shall apply to the coverage applicable to the Additional Insureds and, further, that the failure by any other person or organization to pay any of the deductible or self-insured retention shall not in any way diminish the coverage provided to the Additional Insureds. Upon request by GOAA, CFX or its Contractor will provide assurance to GOAA's reasonable satisfaction that the self-insurance arrangements adequately protect GOAA against liability for bodily injury, personal injury, death and property damage.

b. Additional Insurance. CFX shall require its Contractor to maintain any additional insurance policies as required by GOAA's Risk Management/Safety policies and procedures contained in the GOAA's Policy and Procedure Manual, such required insurance coverage to be maintained with insurance companies that are insurers of recognized reputation. CFX shall cause its contractors,

subcontractors, and agents accessing the Property to maintain insurance coverage in accordance with this License and GOAA's Risk Management/Safety policies and procedures contained in the GOAA's Policy and Procedure Manual.

c. Required Insurance Primary and Noncontributory. The insurance required to be carried herein shall be on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Additional Insureds.

d. Required Insurance Additional Remedy. Compliance with the insurance requirements of this License shall not limit the liability of CFX to any Additional Insured. Any remedy provided to an Additional Insured by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement (including CFX's indemnity obligations), or otherwise,.

e. Qualification of Insurers. All insurance policies required by this Section 5. shall be on forms reasonably acceptable to GOAA and shall be issued by insurance companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Section 626.918, Fla. Stat., or with respect only to Workers' Compensation Insurance, authorized as a group self-insurer pursuant to Section 440.572, Fla. Stat. which has been in continuous operation in the State of Florida for five (5) years or more or authorized as a commercial self-insurance fund pursuant to Section 624.462, Fla. Stat. which has been in continuous operation in the State of Florida for five (5) years or more. In addition, such insurers other than those authorized by Section 440.572 F.S. (individual self-insurers) or Section 624.462, Fla. Stat. (commercial self-insurance funds), shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to the most recent edition of "Best's Key Rating Guide" for insurance companies.

f. Evidence of Insurance. CFX or its Contractor shall furnish to GOAA, together with the written notice required by Section 2, and thereafter before the expiration of each policy, true and correct certificates of insurance, using the appropriate ACORD form of certificate or its equivalent, and the necessary endorsements that are required to evidence the coverages required under this Section 5. with a copy of each policy, if requested by GOAA (with the exception of workers' compensation insurance and professional liability insurance on account of which the Additional Insureds shall not be additional insureds). Such certificates shall provide that should any policies described therein be cancelled before the expiration date thereof, notice will be delivered to the certificate holder by the insurer in accordance with the policy provisions regarding same. Further, CFX agrees that the insurance coverage required from the CFX hereunder shall not be terminated or modified in any material way without twenty (20) days advance written notice from CFX to GOAA and that CFX shall require the Contractors performing the foregoing work for or on behalf of CFX to provide CFX and GOAA with renewal or replacement evidence of insurance at least twenty (20) days prior to the expiration or termination of such insurance.

g. In the event CFX shall fail to procure insurance required under this Section or fail to maintain the same in full force and effect continuously during the Term or fail to meet its obligations with respect to any deductible or self-insured retention amount under this Agreement, GOAA shall be entitled, after thirty (30) days prior written notice to CFX of CFX's default hereunder and CFX's failure to cure such default within said thirty (30) days, to require CFX to immediately discontinue all use of the Property until CFX has provided GOAA reasonably satisfactory evidence that the required insurance has been obtained and the other obligations of CFX under this section have been met. No cessation of construction or operations required by GOAA under this section shall relieve CFX of any of its other obligations under this Agreement.

6. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: Executive Director

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

GOAA: GREATER ORLANDO AVIATION AUTHORITY  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399  
Attn: Executive Director

Copy to: MARCHENA AND GRAHAM, P.A.  
976 Lake Baldwin Lane, Suite 101  
Orlando, Florida 32814  
Attn: Marcos R. Marchena, Esq.

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

7. General Provisions. This License may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. This License contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this License shall be

binding upon any of the parties hereto unless such amendment is in writing and executed by GOAA and CFX. The provisions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this License. Wherever under the terms and provisions of this License the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This License shall be interpreted under the laws of the State of Florida. The undersigned officer of CFX hereby further warrants and certifies to GOAA that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this License by his or her signature thereto. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the appropriate court situated in Orange County, Florida.

8. Severability. This License is intended to be performed in accordance with, and only to the extent permitted, by all applicable laws, ordinances, rules, and regulations. If any provision of this License or the application thereof, to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this License, and the application of such provision to other persons or circumstances, shall not be affected thereby, but rather, shall be enforced to the greatest extent permitted by law.

9. Waiver of Jury Trial. THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS LICENSE AGREEMENT.

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

**“GOAA”  
GREATER ORLANDO AVIATION  
AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Dayci S. Burnette-Snyder,  
Assistant Secretary

By: \_\_\_\_\_  
Phillip N. Brown, A.A.E.,  
Executive Director

Date: \_\_\_\_\_, 2015

APPROVED AS TO FORM AND  
LEGALITY this \_\_\_ day of  
\_\_\_\_\_, 2015, for the use and  
reliance by the GREATER ORLANDO  
AVIATION AUTHORITY, only.  
Marchena and Graham, P.A., Counsel.

By: \_\_\_\_\_  
Marchena and Graham, P.A.

**“CFX”  
CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY, a body politic and  
Corporate, and an agency of the state, under  
the laws of the State of Florida**

**ATTEST:**

\_\_\_\_\_  
Darleen Mazzillo, Executive Secretary

By: \_\_\_\_\_  
Laura Kelly, Executive Director

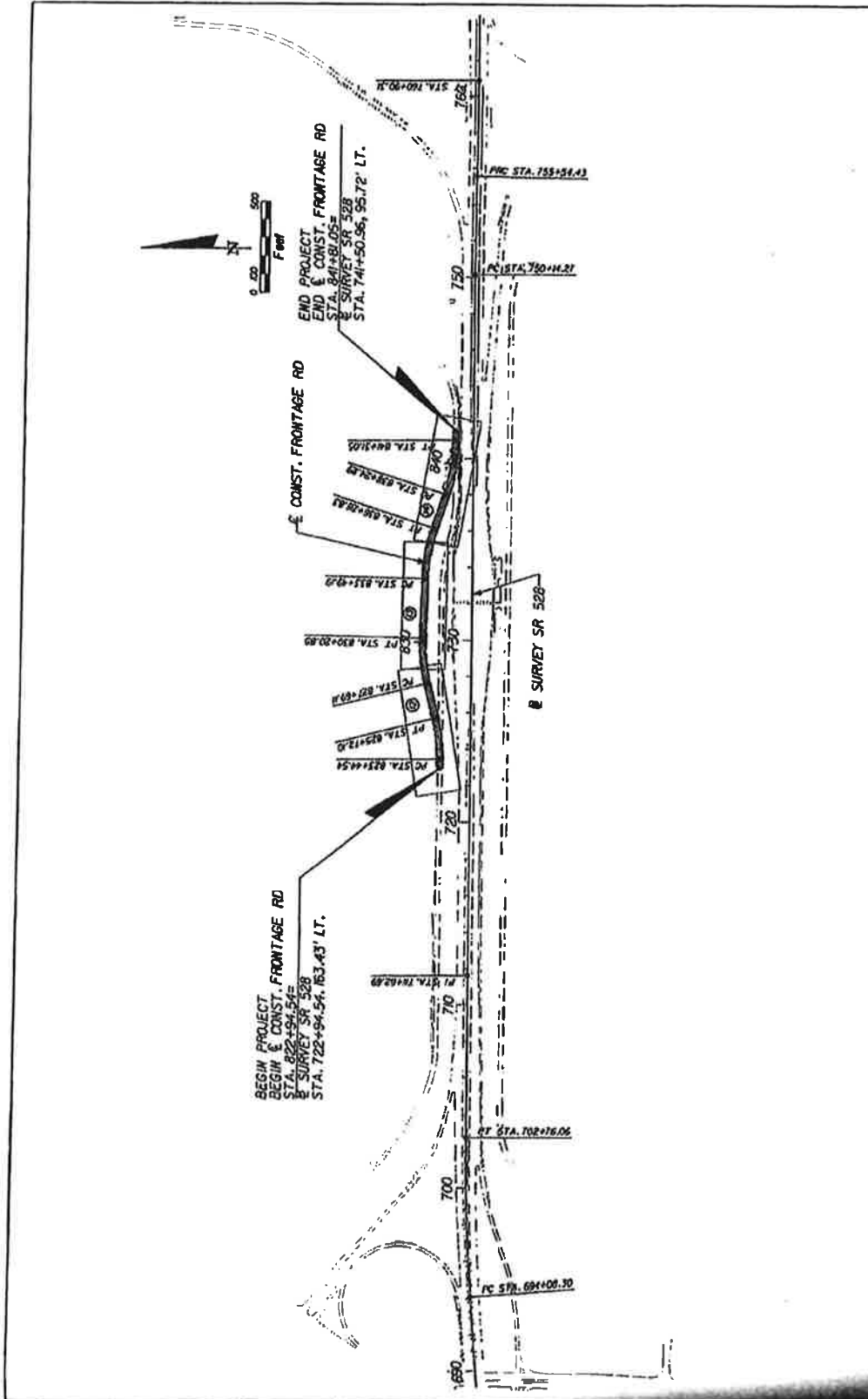
Date: \_\_\_\_\_, 2015

APPROVED AS TO FORM AND  
LEGALITY this \_\_\_ day of  
\_\_\_\_\_, 2015, for the use and  
reliance by the CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY only.

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

Date: \_\_\_\_\_, 2015

**EXHIBIT "A"**  
**(the "Property")**



BEGIN PROJECT  
 BEGIN & CONST. FRONTAGE RD  
 STA. 722+94.54  
 B SURVEY SR 528  
 STA. 722+94.54, 163.43' LT.

E CONST. FRONTAGE RD

END PROJECT  
 END & CONST. FRONTAGE RD  
 STA. 747+50.96  
 B SURVEY SR 528  
 STA. 747+50.96, 95.72' LT.

B SURVEY SR 528

|                          |  |  |  |  |                               |                |
|--------------------------|--|--|--|--|-------------------------------|----------------|
| REVISIONS<br>NO. DATE BY |  |  | ORLANDO-ORANGE COUNTY<br>ADMINISTRATIVE AUTHORITY<br>FILE NO. PROJECT NO.<br>SR 528 528-405A |  | PROJECT LAYOUT<br>FRONTAGE RD | SHEET<br>NO. 9 |
| DATE BY                  |  |  |  |  |                               |                |


EXHIBIT A



**CONSENT AGENDA ITEM**

**#20**

MEMORANDUM

TO: CFX Board Members  
FROM: Claude Miller   
Director of Procurement  
DATE: November 17, 2015  
RE: Approval of Amendments to Procurement Policy

Board adoption of the attached resolution approving amendments to the Procurement Policy is requested. No substantive changes have been made to the current approved policy. The resolution addresses and is responsive to the following:

1. Board adoption at its May 2015 meeting of the new Supplier Diversity Program Policy.
2. Changes to our Organizational Chart.
3. Adoption of the CFX Style Guide, specifically Names in Text regarding the use of "CFX" instead of "Authority".

The resolution has been reviewed by General Counsel.

**A RESOLUTION OF THE  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AMENDING THE PROCUREMENT POLICY**

**WHEREAS**, the Central Florida Expressway Authority (“CFX”) has previously adopted a Procurement Policy establishing governing rules and guidelines for purchases of goods and services; and

**WHEREAS**, the governing Board of the CFX wishes to amend the Policy to incorporate revisions related to those governing rules and guidelines,

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY** as follows:

Section 1. The Policy shall be revised as shown on the attached Exhibit A to this resolution. The revisions address and are responsive to the following:

- Board adoption of the new Supplier Diversity Program Policy.
- Changes to the CFX Organizational Chart.
- Adoption of the use of “CFX” instead of “Authority” in all documents.

Section 2. This amendment shall be codified as part of PROC-1.

Section 3. EFFECTIVE DATE. This amendment shall take effect upon adoption by the CFX governing Board.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

Welton Cadwell  
Chairman

ATTEST: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality

---

Joseph L. Passiatore  
General Counsel

**Central Florida Expressway Authority**  
**Amendments to Procurement Policy**

Policy PROC-1.1

Department: Procurement

Amending: PROC-1 dated 1/8/15

Supersedes: N/A

Date of Board Approval: 12/10/15

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
PROCUREMENT POLICY**

|       |  |         |
|-------|--|---------|
| I.    | Purpose and Definitions  | Page 2  |
| II.   | Application  | Page 4  |
| III.  | Responsibility and Function  | Page 4  |
| IV.   | Governing Rules  | Page 5  |
| V.    | Procurement Levels   | Page 7  |
| VI.   | Procurement Processes  | Page 8  |
| VII.  | Contract Amendments and Renewals   | Page 8  |
| VIII. | Termination of Contract  | Page 9  |
| IX.   | Purchasing Card Program  | Page 9  |
| X.    | Owner Direct Purchase (ODP) Option                                       | Page 9  |
| XI.   | <del>Micro-Contracts-Small Sustainable Business Enterprise Program</del> | Page 10 |
| XII.  | Exemptions from Competitive Procurement Process                          | Page 10 |
| XIII. | Disqualification of Contractors  | Page 12 |
| XIV.  | Standard of Conduct  | Page 12 |
| XV.   | Environmental Procurement  | Page 12 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
PROCUREMENT POLICY**

**Effective Date: ~~January 8~~ December 10, 2015**

The Procurement Department shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Director of Procurement shall serve as the principal officer for the procurement of all goods and services required by the Central Florida Expressway Authority (CFX) Authority.

All changes to this Policy require approval of the ~~Authority~~CFX's Board of Directors. This Policy supersedes all previously adopted procurement policies.

**I. PURPOSE AND DEFINITIONS**

This Policy establishes a centralized procurement system for the Central Florida Expressway Authority the purpose of which is to:

1. Establish the rules governing procurement by ~~CFX~~the Authority;
2. Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by ~~CFX~~the Authority;
3. Ensure fair and equitable treatment of all persons who participate in the procurement system;
4. Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of ~~CFX~~Authority funds.

Wherever used in this Policy or in the Procurement Procedures Manual, the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

*Bid:* A formal written price offer by a vendor to ~~CFX~~the Authority to furnish goods, products or services.

*Contractor:* Any person or entity (including officers, directors, executives and shareholders who are active in the management of a person or entity) who bids or applies to bid on any work of ~~CFX~~the Authority, or who provides (or solicits to provide) goods or professional services to ~~CFX~~the Authority. For purposes of this Policy, Contractor and Vendor may be used interchangeably.

*Contractual Services:* The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but not be limited to, evaluations; consultations; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports; and technical and social services. Contractual Services does not include any contract for furnishing of services, labor or materials for the

construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.

*Cooperative Purchasing:* Procurement conducted by or on behalf of more than one public procurement unit or agency.

*Design Professional Services:* Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveyor and mapper in connection with their professional employment or practice.

*Emergency:* A reasonably unforeseen breakdown in machinery, damage, destruction or obstruction of machinery or roadway or any property owned or operated by ~~CFX~~the Authority; a threatened termination of an essential service; the development of a dangerous condition; the development of a circumstance causing the stoppage or slowdown of an essential service; a threat to the public health, welfare or safety; or the opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

*Emergency Purchase:* A purchase of goods or services with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

*Procurement:* Buying, purchasing, renting, leasing or otherwise acquiring any goods or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services, including Contractual Services, Design Professional Services and Professional Services, construction projects and capital improvement projects, required by ~~CFX~~the Authority regardless of the source of funds.

*Professional Services:* Services the value of which are substantially measured by professional competence of the firm performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. Professional Services shall include, but are not limited to, services customarily rendered by attorneys, certified public accountants and insurance, financial, personnel, public relations firms, legislative advisors, systems, planning and management advisors. For purposes of this Policy, Professional Services shall not include services customarily rendered by architects, landscape architects, professional engineers and registered surveyors and mappers.

*Single Source:* A procurement in which, although two or more vendors supply the goods or services, one is selected for substantial reasons, eliminating the competitive bidding process.

*Sole Source:* A procurement in which only one vendor is capable of supplying the goods or services. This may occur when the goods or services are specialized or unique in character as determined by a reasonably thorough analysis of the marketplace.

*Vendor:* See “Contractor”.

Additional terms are included and defined in the Procurement Procedures Manual.

## II. APPLICATION

- A. This Policy applies only to contracts for procurement by ~~CFXthe Authority~~ of goods and services and to amendments, extensions and renewals thereof, solicited or entered into after the effective date of this Policy. Nothing in this Policy shall prevent ~~CFXthe Authority~~ from complying with the terms and conditions of any grant, gift, bequest, or loan, or for any cooperative agreement with any local, state or federal agency, and to the extent this Policy or the Procurement Procedures Manual is inconsistent with any such terms and conditions, such terms and conditions shall take precedence.
- B. Notwithstanding anything in this Policy to the contrary, in connection with any procurement by ~~CFXthe Authority~~ of services related to a potential capital markets transaction to which ~~CFXthe Authority~~ may be a party, including, without limitation, the issuance of bonds or other debt instruments or the entry by ~~CFXthe Authority~~ into derivative financial arrangements, the Chairman of the Board or the Executive Director may direct, as he or she deems it to be in the best interests of ~~CFXthe Authority~~, that ~~CFXthe Authority~~ procure such services in a manner customarily employed by state and other local governmental entities. The Executive Director shall ensure that any such alternate means of procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement or reserve sureties and other similar services.

## III. RESPONSIBILITY AND FUNCTION

The responsibility for the administration of procurement activities covered by this Policy is vested in the Procurement Department who shall at all times and in all situations follow the requirements set forth in the Procurement Procedures Manual. Should a procurement issue arise that is not covered by this Policy or the Procedures Manual, the Director of Procurement shall resolve the issue, to the best of his or her ability, in a manner that is consistent with the purpose and intent of this Policy and the best interests of ~~CFXthe Authority~~. The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of ~~CFXthe Authority~~. The Executive Director is authorized to approve revisions to the Procedures Manual unless the revisions result in, or require a revision to the Procurement Policy. If such is the case, prior Board approval of the revisions to the Policy will be required before revisions to the Procedures Manual can be implemented.

Specific responsibilities and functions of the Procurement Department include:



1. Developing purchasing objectives, policies, and procedures to purchase and contract for all materials, supplies, equipment, and services including construction, maintenance, architectural, engineering and other professional and contractual services required by ~~CFX~~the Authority;
2. Working with other ~~CFX~~Authority departments to establish standardization of materials, supplies, equipment and services where practical within a competitive environment;
3. Promoting and maintaining good will between ~~CFX~~the Authority and its vendors, suppliers and contractors, including encouraging full and open competition wherever possible, assuming fair and equitable business dealings with all vendors and contractors, and providing equal opportunity to quote and compete in public bidding;
4. Ensuring that all purchases are made in compliance with the applicable statutes, rules, regulations and policies;
5. Handling complaints and warranties regarding purchases, and negotiating the return of merchandise and/or other settlements;
6. Training ~~CFX~~Authority personnel regarding purchasing and contracts procedures as needed, and;
7. Managing the operational procedures for the Purchasing Card Program as established below.

#### IV. GOVERNING RULES

The following rules shall govern the procurement of goods and services for ~~CFX~~the Authority:

- A. All purchases or procurement initiations in excess of five thousand dollars (\$5,000.00) that are not included in the currently approved Operations, Maintenance and Administration budget or Five Year Work Plan shall be reviewed and approved, in advance, by the Finance Department for fiscal sufficiency.
- B. The procurement of goods or services shall be in accordance with this Policy and the Procurement Procedures Manual.
- C. Except for Emergency Purchases, and procurements made under the ~~Micro-Contracts~~ Small Sustainable Business Enterprise Program, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating ~~CFX~~the Authority to an amount of fifty thousand dollars (\$50,000.00) or more shall have the prior approval of ~~the Authority~~CFX's Board of Directors.

D. Unless otherwise required by law, or as specifically exempted in the following paragraph E, ~~CFX Authority~~ contracts for goods and services shall not exceed an initial term of three years. A renewal clause extending the term for up to two one-year periods may be provided.

E. Contracts for the following services may be entered into for an initial term of up to five years. With the exception of Design Professional Services Consultants contracts, a renewal clause, or a limited time extension as appropriate, extending the term for up to five one-year periods may be provided. For Design Professional Services Consultants contracts, the time extensions or renewals shall not exceed two one-year periods:

- Toll Collection Services
- Toll Collection Systems Maintenance (Hardware and Software)
- Asset Management Services (Roadway, Bridge and Facilities Maintenance)
- General Engineering Consultant Services
- Right of Way Counsel Services
- Motor Assistance Service Patrol
- Maintenance of ITS Infrastructure
- General Systems Consultant
- System Software Maintenance
- Records Security and Management
- Construction Management Consultant
- Design Professional Services Consultants

F. Unless otherwise stated in this Policy, all requests for goods and services and all purchases shall be made through or by the Procurement Department. Except for purchases made under the Purchasing Card program (as established below), ~~CFX Authority~~ employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any contract without specific authorization from the Director of Procurement or higher authority. Individuals responsible for unauthorized purchases or obligations shall be in violation of this Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to ~~CFX the Authority~~ for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.

G. All contracts for Contractual Services, Design Professional Services, and Professional Services shall contain a provision in substantially the following form:

“If, during the term of this Contract and any renewals hereof, Contractor/Consultant desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the Contractor/Consultant to ~~CFX the Authority~~ at the time this Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars

(\$25,000.00), Contractor/Consultant shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the Contractor/Consultant until it has been approved by the ~~CFX~~Authority Board. In the event of a designated emergency, the Contractor/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 ~~CFX~~Authority Board at its next regularly scheduled meeting.”

- H. No employee of ~~CFX~~the Authority shall obligate ~~CFX~~the Authority in any transactions whereby the employee may derive income or benefits other than those provided as compensation from ~~CFX~~the Authority.
- I. Standard ~~CFX~~Authority forms for contracts, amendments, supplemental agreements, renewals and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain service providers and financial institutions may preclude the use of standard ~~CFX~~Authority forms. In such instances, review and approval of such non-standard documents by the General Counsel must be received prior to their execution.

## V. PROCUREMENT LEVELS

The following procurement levels are hereby established. Procurements covered by this Policy shall not be divided into more than one purchase order, project or contract solely for the purpose of avoiding the process required by these levels. Additionally, quotes received that would result in a purchase at a higher Procurement Level than originally estimated shall be discarded and the process shall begin again according to the requirements of the higher level. The procurement process for each level is detailed in the Procurement Procedures Manual.

1. Level 1 - Purchases up to \$999.99: Items at this level may be procured from any available sources without seeking competitive pricing although competition shall be used to the maximum extent practical. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
2. Level 2 - Purchases between \$1,000.00 and \$9,999.99: Items at this level require at least three quotes, either written or verbal, before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
3. Level 3 - Purchases between \$10,000 and \$24,999.99: Items at this level require at least three written quotes before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement

Department. The Director of Procurement is authorized to approve all purchases at this level.

4. Level 4 - Purchases between \$25,000.00 and \$49,999.99: Items at this level require three formal quotes. The request for quotes shall only be issued through and received by the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
5. Level 5 - Purchases of \$50,000.00 and up: Except in the case of emergency purchases and selection of Design Professional Services Consultants, both as described elsewhere in this Policy, items at this level shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Director of Procurement. Board authorization is required to advertise procurements at this level. Board award of any subsequent contract resulting from the procurement is also required. For solicitations under the ~~Micro-Contracts~~ Small Sustainable Business Enterprise Program, the Executive Director can authorize advertisement and award of small contracts between \$50,000.00 and \$200,000.00 each without prior Board action in order to expedite the bidding and award process.

## **VI. PROCUREMENT PROCESSES**

Unless otherwise exempt from the competitive procurement process as identified in Article XII below, procurement of Level 5 goods and services shall be made using the appropriate procurement process as follows. The specifics of each process are included in the Procurement Procedures Manual.

### **A. Competitive Sealed Bids**

An invitation to bid shall be issued which shall include the specifications and appropriate contract terms and conditions applicable to the procurement.

### **B. Competitive Sealed Proposals**

When it is determined by the Director of Procurement that the use of competitive sealed bidding is either not practical or not advantageous to ~~CFX~~the Authority due to the technical or specialized nature of the goods or services being procured, the competitive sealed proposal process may be used.

### **C. Selection of Design Professional Services Consultants**

Design Professional Services, as governed by F.S. § 287.055 (known as the Consultants' Competitive Negotiation Act or "CCNA"), shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.

## VII. CONTRACT AMENDMENTS AND RENEWALS

- A. The Director of Procurement is authorized to approve and execute contract amendments for Level 1 through 4 procurements. Amendments to Level 5 procurements shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute amendments to Level 5 procurements after Board approval.

The Director of Procurement is authorized to approve and execute amendments for extensions of contract time at all procurement Levels that do not include an increase in compensation to the contractor.

- B. The option to renew a contract is at the sole discretion and election of the appropriate Division Chief ~~appropriate Deputy Executive Director~~, or designee, in consultation with the Director of Procurement. Renewals shall be based, in part, on a determination that the value and level of service provided by the contractor are satisfactory and adequate for ~~the Authority~~CFX's needs. The Director of Procurement is authorized to approve and execute contract renewals for Level 1 through 4 amounts. Renewals at Level 5 shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute Level 5 renewals after Board approval.

## VIII. TERMINATION OF CONTRACT

The Executive Director, Chief of Technology/Operations, Chief of Infrastructure, Chief of Staff/Public Affairs Officer, and the Chief Financial Officer ~~Deputy Executive Director for Engineering, Operations, Construction and Maintenance and the Deputy Director for Administration and Planning~~ are authorized to terminate any contract entered into by ~~CFX~~the Authority with any vendor/contractor. The necessary actions shall be coordinated with the General Counsel and the Director of Procurement. A termination can either be for convenience or default as described and detailed in the Procurement Procedures Manual.

In a breach of contract where the vendor/contractor has willfully failed or refused to perform according to the terms of the contract, ~~CFX~~the Authority may determine that the breach does not warrant that the contract be terminated. In such cases, with the concurrence of the General Counsel, the Director of Procurement will advise the vendor/contractor citing the finding of breach as detailed in the Procurement Procedures Manual. At the discretion of the Executive Director, a contractor terminated for default, or a contractor with multiple breach of contract notifications, may be disqualified from bidding or proposing on ~~CFX~~Authority contracts.

## IX. PURCHASING CARD PROGRAM

A Purchasing Card Program is hereby established to provide authorized ~~CFX~~Authority employees with the ability to make purchases on behalf of ~~CFX~~the Authority using a ~~CFX~~an Authority charge card. All goods and services purchased under this Program shall be in accordance with the requirements of the Procurement Procedures Manual. The Procurement Department shall be responsible for managing the Purchasing Card Program and ensuring compliance with the Procurement Procedures Manual

## X. OWNER DIRECT PURCHASE (ODP) OPTION

For all roadway, bridge and facilities construction projects with an estimated cost of \$5 million or more, it shall be the policy of ~~CFX~~the Authority, whenever practical and appropriate, to include in the project specifications for such projects language that gives ~~CFX~~the Authority the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor (with applicable Florida State Sales Tax) and included in the contractor's bid. This option will allow ~~CFX~~the Authority to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to ~~CFX~~the Authority. ~~The Authority~~CFX's Director of Construction and the Director of Procurement shall be responsible for determining the practicality and appropriateness of the direct purchase option on a project by project basis. If the ODP option is not exercised for a project, a memo, signed by the Director of Construction and the Director of Procurement, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Director of Procurement is authorized to approve an ODP regardless of the amount.

## XI. ~~MICRO-CONTRACTS~~ SMALL SUSTAINABLE BUSINESS ENTERPRISE PROGRAM

A ~~Micro-Contracts~~ Small Sustainable Business Enterprise Program is hereby established as a procurement method to expedite the bidding and award process for small contracts between \$50,000.00 and \$200,000.00 each. The Procurement Procedures Manual includes the process and guidelines for administering the Program.

## XII. EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESSES

To the extent indicated, the following are exempt from the competitive requirements of this Policy.

- A. Regulated Services: Telephone, electricity, natural gas and water, or similar services where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.



- B. Maintenance Agreements: Includes maintenance of computers and related equipment, software, copiers, faxes and other related office equipment, servers, network switches and firewalls, when there is reasonable basis to conclude that such agreements are in ~~the Authority~~CFX's best interest.
- C. P-Card Purchases up to the limit for Procurement Level 1.
- D. Petty cash purchases made in accordance with established ~~CFX~~Authority procedures.
- E. Dues and memberships in trade or professional organizations.
- F. Subscriptions for periodicals, advertisements and postage.
- G. Paralegal services, appraisal services, mediator, hearing officer, expert witnesses, court reporters and attorney engagement letters up to the limit for Procurement Level 4.
- H. Abstracts of titles for real property; title insurance for real property; real property.
- I. Copyrighted materials; patented materials.
- J. Artistic Services – The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.
- K. Job-related travel; seminars; tuition; registration fees and training.
- L. Purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- M. Single Source and Sole Source Purchases.
- N. Emergency Purchases: The Director of Procurement (or higher authority in the absence of the Director of Procurement) is authorized to approve emergency purchases up to the limit for Procurement Level 4. Emergency Purchases at Procurement Level 5 require approval by the Executive Director (or his designee). All Emergency Purchases at Procurement Level 5 shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting, if possible.
- O. Cooperative Purchases (“Piggybacking”): The Director of Procurement is authorized to purchase goods and services through a vendor/contractor under contract with the federal, state, county or municipal governments (or any other governmental agency or political subdivision), and state colleges and universities providing the

vendor/contractor extends substantially the same terms and conditions of the contract to ~~CFX~~~~the Authority~~. Cooperative purchases at Procurement Level 5 require prior Board approval.

- P. ~~Micro-Contracts~~ Small Sustainable Business Enterprise Program to the extent the Executive Director can authorize advertisement and award of small contracts valued between \$50,000.00 and \$200,000.00 each in order to expedite the bidding and award process. Each award by the Executive Director shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.
- Q. Direct contracts for goods or services with state, county or municipal governments (and any other governmental agency or political subdivision), and state colleges and universities. Contracts at Procurement Level 5 require prior Board approval.

The Director of Procurement may authorize the purchases, transactions and expenditures listed above subject to the stated limitations. Certain procurements within the above categories shall be obtained via competitive means when it is determined that adequate sources for the goods or services required are available. Exemption for the competitive procurement process does not grant exemption from all procurement procedures. For example, single and sole source purchases, and cooperative purchases shall be subject to the approval process for amendments as described above. All amendments to exempt procurements not otherwise specifically addressed shall be reviewed in advance by the Director of Procurement for a determination as to whether or not Board approval is required.

### **XIII. DISQUALIFICATION OF CONTRACTORS**

Contractors who are on the Florida Department of Transportation's Suspended Contractors List or the State of Florida Department of Management Services' Suspended Vendors List or Convicted Vendors List are barred from submitting bids for any ~~CFX~~~~Authority~~ solicitation. With regard to Design Professional Services, contractors identified in the Florida Department of Transportation's Design Professional Consultants database as suspended and/or disqualified are barred from submitting proposals for any Design Professional Services projects.

### **XIV. STANDARD OF CONDUCT**

The Standard of Conduct as it relates to this Policy and the Procurement Procedures Manual is promulgated in Rule Chapter 6, Code of Ethics, of ~~the Authority~~~~CFX~~'s Permanent Rules.

### **XV. ENVIRONMENTAL PROCUREMENT**

It shall be a provision of this Policy to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by ~~CFX~~~~the Authority~~. In the



context of this provision, “practical” is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

To implement this provision, the Procurement Department shall develop a procedure that:

1. Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses and other governmental agencies.
2. Adopts the use of recycled supplies/materials as a priority.
3. Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed of.
4. Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.
5. Provides for training and raising the awareness of ~~CFX~~Authority employees to ensure they consider environmental issues in procurement decisions.

Nothing in this provision or in the procedure shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
PROCUREMENT POLICY**

|       |   |         |
|-------|---|---------|
| I.    | Purpose and Definitions                         | Page 2  |
| II.   | Application                                     | Page 4  |
| III.  | Responsibility and Function                     | Page 4  |
| IV.   | Governing Rules                                 | Page 5  |
| V.    | Procurement Levels                              | Page 7  |
| VI.   | Procurement Processes                           | Page 8  |
| VII.  | Contract Amendments and Renewals                | Page 8  |
| VIII. | Termination of Contract                         | Page 9  |
| IX.   | Purchasing Card Program                         | Page 9  |
| X.    | Owner Direct Purchase (ODP) Option              | Page 9  |
| XI.   | Small Sustainable Business Enterprise Program   | Page 10 |
| XII.  | Exemptions from Competitive Procurement Process | Page 10 |
| XIII. | Disqualification of Contractors                 | Page 12 |
| XIV.  | Standard of Conduct                             | Page 12 |
| XV.   | Environmental Procurement                       | Page 12 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
PROCUREMENT POLICY  
Effective Date: December 10, 2015**

The Procurement Department shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Director of Procurement shall serve as the principal officer for the procurement of all goods and services required by the Central Florida Expressway Authority (CFX) .

All changes to this Policy require approval of the CFX's Board of Directors. This Policy supersedes all previously adopted procurement policies.

**I. PURPOSE AND DEFINITIONS**

This Policy establishes a centralized procurement system for the Central Florida Expressway Authority the purpose of which is to:

1. Establish the rules governing procurement by CFX;
2. Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by CFX;
3. Ensure fair and equitable treatment of all persons who participate in the procurement system;
4. Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds.

Wherever used in this Policy or in the Procurement Procedures Manual, the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

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*Contractor:* Any person or entity (including officers, directors, executives and shareholders who are active in the management of a person or entity) who bids or applies to bid on any work of CFX, or who provides (or solicits to provide) goods or professional services to CFX. For purposes of this Policy, Contractor and Vendor may be used interchangeably.

*Contractual Services:* The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but not be limited to, evaluations; consultations; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports; and technical and social services. Contractual Services does not include any contract for furnishing of services, labor or materials for the

construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.

*Cooperative Purchasing:* Procurement conducted by or on behalf of more than one public procurement unit or agency.

*Design Professional Services:* Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveyor and mapper in connection with their professional employment or practice.

*Emergency:* A reasonably unforeseen breakdown in machinery, damage, destruction or obstruction of machinery or roadway or any property owned or operated by CFX; a threatened termination of an essential service; the development of a dangerous condition; the development of a circumstance causing the stoppage or slowdown of an essential service; a threat to the public health, welfare or safety; or the opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

*Emergency Purchase:* A purchase of goods or services with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

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*Vendor:* See “Contractor”.

Additional terms are included and defined in the Procurement Procedures Manual.

## **II. APPLICATION**

- A. This Policy applies only to contracts for procurement by CFX of goods and services and to amendments, extensions and renewals thereof, solicited or entered into after the effective date of this Policy. Nothing in this Policy shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or for any cooperative agreement with any local, state or federal agency, and to the extent this Policy or the Procurement Procedures Manual is inconsistent with any such terms and conditions, such terms and conditions shall take precedence.
- B. Notwithstanding anything in this Policy to the contrary, in connection with any procurement by CFX of services related to a potential capital markets transaction to which CFX may be a party, including, without limitation, the issuance of bonds or other debt instruments or the entry by CFX into derivative financial arrangements, the Chairman of the Board or the Executive Director may direct, as he or she deems it to be in the best interests of CFX, that CFX procure such services in a manner customarily employed by state and other local governmental entities. The Executive Director shall ensure that any such alternate means of procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement or reserve sureties and other similar services.

## **III. RESPONSIBILITY AND FUNCTION**

The responsibility for the administration of procurement activities covered by this Policy is vested in the Procurement Department who shall at all times and in all situations follow the requirements set forth in the Procurement Procedures Manual. Should a procurement issue arise that is not covered by this Policy or the Procedures Manual, the Director of Procurement shall resolve the issue, to the best of his or her ability, in a manner that is consistent with the purpose and intent of this Policy and the best interests of CFX. The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procedures Manual unless the revisions result in, or require a revision to the Procurement Policy. If such is the case, prior Board approval of the revisions to the Policy will be required before revisions to the Procedures Manual can be implemented.

Specific responsibilities and functions of the Procurement Department include:

1. Developing purchasing objectives, policies, and procedures to purchase and contract for all materials, supplies, equipment, and services including construction, maintenance, architectural, engineering and other professional and contractual services required by CFX;
2. Working with other CFX departments to establish standardization of materials, supplies, equipment and services where practical within a competitive environment;
3. Promoting and maintaining good will between CFX and its vendors, suppliers and contractors, including encouraging full and open competition wherever possible, assuming fair and equitable business dealings with all vendors and contractors, and providing equal opportunity to quote and compete in public bidding;
4. Ensuring that all purchases are made in compliance with the applicable statutes, rules, regulations and policies;
5. Handling complaints and warranties regarding purchases, and negotiating the return of merchandise and/or other settlements;
6. Training CFX personnel regarding purchasing and contracts procedures as needed, and;
7. Managing the operational procedures for the Purchasing Card Program as established below.

#### **IV. GOVERNING RULES**

The following rules shall govern the procurement of goods and services for CFX:

- A. All purchases or procurement initiations in excess of five thousand dollars (\$5,000.00) that are not included in the currently approved Operations, Maintenance and Administration budget or Five Year Work Plan shall be reviewed and approved, in advance, by the Finance Department for fiscal sufficiency.
- B. The procurement of goods or services shall be in accordance with this Policy and the Procurement Procedures Manual.
- C. Except for Emergency Purchases, and procurements made under the Small Sustainable Business Enterprise Program, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating CFX to an amount of fifty thousand dollars (\$50,000.00) or more shall have the prior approval of CFX's Board of Directors.

D. Unless otherwise required by law, or as specifically exempted in the following paragraph E, CFX contracts for goods and services shall not exceed an initial term of three years. A renewal clause extending the term for up to two one-year periods may be provided.

E. Contracts for the following services may be entered into for an initial term of up to five years. With the exception of Design Professional Services Consultants contracts, a renewal clause, or a limited time extension as appropriate, extending the term for up to five one-year periods may be provided. For Design Professional Services Consultants contracts, the time extensions or renewals shall not exceed two one-year periods:

- Toll Collection Services
- Toll Collection Systems Maintenance (Hardware and Software)
- Asset Management Services (Roadway, Bridge and Facilities Maintenance)
- General Engineering Consultant Services
- Right of Way Counsel Services
- Motor Assistance Service Patrol
- Maintenance of ITS Infrastructure
- General Systems Consultant
- System Software Maintenance
- Records Security and Management
- Construction Management Consultant
- Design Professional Services Consultants

F. Unless otherwise stated in this Policy, all requests for goods and services and all purchases shall be made through or by the Procurement Department. Except for purchases made under the Purchasing Card program (as established below), CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any contract without specific authorization from the Director of Procurement or higher authority. Individuals responsible for unauthorized purchases or obligations shall be in violation of this Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.

G. All contracts for Contractual Services, Design Professional Services, and Professional Services shall contain a provision in substantially the following form:

“If, during the term of this Contract and any renewals hereof, Contractor/Consultant desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the Contractor/Consultant to CFX at the time this Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), Contractor/Consultant shall first

submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the Contractor/Consultant until it has been approved by the CFX Board. In the event of a designated emergency, the Contractor/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 CFX Board at its next regularly scheduled meeting.”

- H. No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.
- I. Standard CFX forms for contracts, amendments, supplemental agreements, renewals and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain service providers and financial institutions may preclude the use of standard CFX forms. In such instances, review and approval of such non-standard documents by the General Counsel must be received prior to their execution.

## **V. PROCUREMENT LEVELS**

The following procurement levels are hereby established. Procurements covered by this Policy shall not be divided into more than one purchase order, project or contract solely for the purpose of avoiding the process required by these levels. Additionally, quotes received that would result in a purchase at a higher Procurement Level than originally estimated shall be discarded and the process shall begin again according to the requirements of the higher level. The procurement process for each level is detailed in the Procurement Procedures Manual.

1. Level 1 - Purchases up to \$999.99: Items at this level may be procured from any available sources without seeking competitive pricing although competition shall be used to the maximum extent practical. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
2. Level 2 - Purchases between \$1,000.00 and \$9,999.99: Items at this level require at least three quotes, either written or verbal, before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
3. Level 3 - Purchases between \$10,000 and \$24,999.99: Items at this level require at least three written quotes before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement



Department. The Director of Procurement is authorized to approve all purchases at this level.

4. Level 4 - Purchases between \$25,000.00 and \$49,999.99: Items at this level require three formal quotes. The request for quotes shall only be issued through and received by the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
5. Level 5 - Purchases of \$50,000.00 and up: Except in the case of emergency purchases and selection of Design Professional Services Consultants, both as described elsewhere in this Policy, items at this level shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Director of Procurement. Board authorization is required to advertise procurements at this level. Board award of any subsequent contract resulting from the procurement is also required. For solicitations under the Small Sustainable Business Enterprise Program, the Executive Director can authorize advertisement and award of small contracts between \$50,000.00 and \$200,000.00 each without prior Board action in order to expedite the bidding and award process.

## **VI. PROCUREMENT PROCESSES**

Unless otherwise exempt from the competitive procurement process as identified in Article XII below, procurement of Level 5 goods and services shall be made using the appropriate procurement process as follows. The specifics of each process are included in the Procurement Procedures Manual.

### **A. Competitive Sealed Bids**

An invitation to bid shall be issued which shall include the specifications and appropriate contract terms and conditions applicable to the procurement.

### **B. Competitive Sealed Proposals**

When it is determined by the Director of Procurement that the use of competitive sealed bidding is either not practical or not advantageous to CFX due to the technical or specialized nature of the goods or services being procured, the competitive sealed proposal process may be used.

### **C. Selection of Design Professional Services Consultants**

Design Professional Services, as governed by F.S. § 287.055 (known as the Consultants' Competitive Negotiation Act or "CCNA"), shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.

## **VII. CONTRACT AMENDMENTS AND RENEWALS**

- A. The Director of Procurement is authorized to approve and execute contract amendments for Level 1 through 4 procurements. Amendments to Level 5 procurements shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute amendments to Level 5 procurements after Board approval.

The Director of Procurement is authorized to approve and execute amendments for extensions of contract time at all procurement Levels that do not include an increase in compensation to the contractor.

- B. The option to renew a contract is at the sole discretion and election of the appropriate Division Chief, or designee, in consultation with the Director of Procurement. Renewals shall be based, in part, on a determination that the value and level of service provided by the contractor are satisfactory and adequate for CFX's needs. The Director of Procurement is authorized to approve and execute contract renewals for Level 1 through 4 amounts. Renewals at Level 5 shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute Level 5 renewals after Board approval.

## **VIII. TERMINATION OF CONTRACT**

The Executive Director, Chief of Technology/Operations, Chief of Infrastructure, Chief of Staff/Public Affairs Officer, and the Chief Financial Officer are authorized to terminate any contract entered into by CFX with any vendor/contractor. The necessary actions shall be coordinated with the General Counsel and the Director of Procurement. A termination can either be for convenience or default as described and detailed in the Procurement Procedures Manual.

In a breach of contract where the vendor/contractor has willfully failed or refused to perform according to the terms of the contract, CFX may determine that the breach does not warrant that the contract be terminated. In such cases, with the concurrence of the General Counsel, the Director of Procurement will advise the vendor/contractor citing the finding of breach as detailed in the Procurement Procedures Manual. At the discretion of the Executive Director, a contractor terminated for default, or a contractor with multiple breach of contract notifications, may be disqualified from bidding or proposing on CFX contracts.

## **IX. PURCHASING CARD PROGRAM**

A Purchasing Card Program is hereby established to provide authorized CFX employees with the ability to make purchases on behalf of CFX using a CFX charge card. All goods and services purchased under this Program shall be in accordance with the requirements of the Procurement Procedures Manual. The Procurement Department shall be

responsible for managing the Purchasing Card Program and ensuring compliance with the Procurement Procedures Manual

#### **X. OWNER DIRECT PURCHASE (ODP) OPTION**

For all roadway, bridge and facilities construction projects with an estimated cost of \$5 million or more, it shall be the policy of CFX, whenever practical and appropriate, to include in the project specifications for such projects language that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor (with applicable Florida State Sales Tax) and included in the contractor's bid. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX. CFX's Director of Construction and the Director of Procurement shall be responsible for determining the practicality and appropriateness of the direct purchase option on a project by project basis. If the ODP option is not exercised for a project, a memo, signed by the Director of Construction and the Director of Procurement, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Director of Procurement is authorized to approve an ODP regardless of the amount.

#### **XI. SMALL SUSTAINABLE BUSINESS ENTERPRISE PROGRAM**

A Small Sustainable Business Enterprise Program is hereby established as a procurement method to expedite the bidding and award process for small contracts between \$50,000.00 and \$200,000.00 each. The Procurement Procedures Manual includes the process and guidelines for administering the Program.

#### **XII. EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESSES**

To the extent indicated, the following are exempt from the competitive requirements of this Policy.

- A. Regulated Services: Telephone, electricity, natural gas and water, or similar services where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.
- B. Maintenance Agreements: Includes maintenance of computers and related equipment, software, copiers, faxes and other related office equipment, servers, network switches and firewalls, when there is reasonable basis to conclude that such agreements are in CFX's best interest.
- C. P-Card Purchases up to the limit for Procurement Level 1.

- D. Petty cash purchases made in accordance with established CFX procedures.
- E. Dues and memberships in trade or professional organizations.
- F. Subscriptions for periodicals, advertisements and postage.
- G. Paralegal services, appraisal services, mediator, hearing officer, expert witnesses, court reporters and attorney engagement letters up to the limit for Procurement Level 4.
- H. Abstracts of titles for real property; title insurance for real property; real property.
- I. Copyrighted materials; patented materials.
- J. Artistic Services – The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.
- K. Job-related travel; seminars; tuition; registration fees and training.
- L. Purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- M. Single Source and Sole Source Purchases.
- N. Emergency Purchases: The Director of Procurement (or higher authority in the absence of the Director of Procurement) is authorized to approve emergency purchases up to the limit for Procurement Level 4. Emergency Purchases at Procurement Level 5 require approval by the Executive Director (or his designee). All Emergency Purchases at Procurement Level 5 shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting, if possible.
- O. Cooperative Purchases (“Piggybacking”): The Director of Procurement is authorized to purchase goods and services through a vendor/contractor under contract with the federal, state, county or municipal governments (or any other governmental agency or political subdivision), and state colleges and universities providing the vendor/contractor extends substantially the same terms and conditions of the contract to CFX. Cooperative purchases at Procurement Level 5 require prior Board approval.
- P. Small Sustainable Business Enterprise Program to the extent the Executive Director can authorize advertisement and award of small contracts valued between \$50,000.00 and \$200,000.00 each in order to expedite the bidding and award process. Each award by the Executive Director shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

- Q. Direct contracts for goods or services with state, county or municipal governments (and any other governmental agency or political subdivision), and state colleges and universities. Contracts at Procurement Level 5 require prior Board approval.

The Director of Procurement may authorize the purchases, transactions and expenditures listed above subject to the stated limitations. Certain procurements within the above categories shall be obtained via competitive means when it is determined that adequate sources for the goods or services required are available. Exemption for the competitive procurement process does not grant exemption from all procurement procedures. For example, single and sole source purchases, and cooperative purchases shall be subject to the approval process for amendments as described above. All amendments to exempt procurements not otherwise specifically addressed shall be reviewed in advance by the Director of Procurement for a determination as to whether or not Board approval is required.

### **XIII. DISQUALIFICATION OF CONTRACTORS**

Contractors who are on the Florida Department of Transportation's Suspended Contractors List or the State of Florida Department of Management Services' Suspended Vendors List or Convicted Vendors List are barred from submitting bids for any CFX solicitation. With regard to Design Professional Services, contractors identified in the Florida Department of Transportation's Design Professional Consultants database as suspended and/or disqualified are barred from submitting proposals for any Design Professional Services projects.

### **XIV. STANDARD OF CONDUCT**

The Standard of Conduct as it relates to this Policy and the Procurement Procedures Manual is promulgated in Rule Chapter 6, Code of Ethics, of CFX's Permanent Rules.

### **XV. ENVIRONMENTAL PROCUREMENT**

It shall be a provision of this Policy to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by CFX. In the context of this provision, "practical" is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

To implement this provision, the Procurement Department shall develop a procedure that:

1. Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses and other governmental agencies.
2. Adopts the use of recycled supplies/materials as a priority.

3. Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed of.
4. Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.
5. Provides for training and raising the awareness of CFX employees to ensure they consider environmental issues in procurement decisions.

Nothing in this provision or in the procedure shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.


**CONSENT AGENDA ITEM**

**#21**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: November 17, 2015

RE: Approval of Amendments to the Policy for Qualification of Contractors

Board adoption of the attached resolution approving amendments to the referenced Policy is requested. The resolution addresses the use of "CFX" instead of "Authority" in all documents.

The resolution has been reviewed by General Counsel.



Resolution No. 2015-\_\_\_\_\_.

**A RESOLUTION OF THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY AMENDING THE  
POLICY FOR QUALIFICATION OF CONTRACTORS**

**WHEREAS**, the Central Florida Expressway Authority (“CFX”) has previously adopted a Policy for Qualification of Contractors; and

**WHEREAS**, the governing Board of CFX wishes to amend the Policy to incorporate revisions necessary to comply with the use of “CFX” instead of “Authority” in all documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY** as follows:

1. The Policy shall be revised as shown on the attached Exhibit A to this resolution.
2. EFFECTIVE DATE. This Policy shall take effect upon adoption by the CFX governing Board.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Welton Cadwell  
Chairman

ATTEST: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

**Central Florida Expressway Authority**  
**Amendments to Policy for Qualification of Contractors**

**Section 3-2.001**

**Department: Procurement**

**Supersedes: Section 3-2.001 adopted 3/27/13**

**Date of Board Approval: 12/10/15**

## EXHIBIT A

### ~~ORLANDO-ORANGE COUNTY~~ CENTRAL FLORIDA EXPRESSWAY AUTHORITY QUALIFICATION OF CONTRACTORS

#### 3-2.001 Pre-qualification to Bid

In order to be qualified to bid on any construction project for the ~~Orlando-Orange County Central Florida~~ Expressway Authority (~~the~~ “CFX Authority”) the cost of which exceeds two hundred and fifty thousand dollars (\$250,000.00), a contractor shall pre-qualify with ~~the Authority CFX~~. In order to be pre-qualified with ~~the Authority CFX~~, a contractor shall provide ~~the Authority CFX~~ proof that the contractor is pre-qualified with the Florida Department of Transportation (“FDOT”). For a construction project the cost of which is less than \$250,000.00, the requirement for proof of contractor pre-qualification with FDOT shall be at the sole discretion and election of ~~the Authority CFX~~.

**EXHIBIT A**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**QUALIFICATION OF CONTRACTORS**

**3-2.001**      **Pre-qualification to Bid**

In order to be qualified to bid on any construction project for the Central Florida Expressway Authority ("CFX") the cost of which exceeds two hundred and fifty thousand dollars (\$250,000.00), a contractor shall pre-qualify with CFX. In order to be pre-qualified with CFX, a contractor shall provide CFX proof that the contractor is pre-qualified with the Florida Department of Transportation ("FDOT"). For a construction project the cost of which is less than \$250,000.00, the requirement for proof of contractor pre-qualification with FDOT shall be at the sole discretion and election of CFX.


**CONSENT AGENDA ITEM**

**#22**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 10, 2015

RE: Ratification of Executive Director Approval of  
Purchase Orders for Toll System Replacement Project

At its meeting on November 12, 2015, the Board approved a waiver of the procurement policy related to prior approval of purchase orders exceeding \$50,000.00 for equipment for the Toll System Replacement project. In lieu of prior Board approval, the Executive Director was authorized to approve the purchase orders subject to ratification by the Board at the next regular meeting.

The following purchase orders have been approved by the Executive Director. Board ratification of this action is requested.

| <u>Vendor</u>        | <u>P.O Amount</u> | <u>Procurement Method</u>   |
|----------------------|-------------------|-----------------------------|
| CDWG Computer Center | \$331,231.31      | Cooperative Purchase - NJPA |
| Carousel Industries  | \$213,678.63      | Cooperative Purchase - GSA  |

Copies of the approved purchase orders are attached.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY (CFX)**  
4974 ORL TOWER ROAD  
ORLANDO, FL 32807  
(407) 690-5000

| DATE       |
|------------|
| 11/23/2015 |

| PO NUMBER |
|-----------|
| 003708    |

**VENDOR:** 00088  
CDWG COMPUTER CENTER, INC.  
75 REMITTANCE DRIVE  
SUITE 1515  
CHICAGO, IL 60675

**SHIP TO** CENTRAL FL XWAY AUTHORITY  
4974 ORL TOWER ROAD  
ORLANDO, FL 32807

**PHONE #** (866) 339-5848

**BILL TO:** CENTRAL FL XWAY AUTHORITY  
4974 ORL TOWER ROAD  
ORLANDO, FL 32807

**FAX #** (312) 705-9143

**REQUISITION #**

**Tax Exempt ID:** 58-12-096893-52C

**Contract # :**

**Special Inst:** ATTN: JOAN CHIZZLET

| Quantity | Unit | Vendor's Item | Description  | Unit Price      | Ext. Price |
|----------|------|---------------|--|-----------------|------------|
| 26       | EA   |               | MS GSA WIN SRV STD 2012 R2 2PROC<br>Item# 3178328                              | 604.46          | 15,715.96  |
| 20       | EA   |               | MS GSA WIN SRV DATA CENT 2012 R2 2PR<br>Item# 3178327                          | 4,217.08        | 84,341.60  |
| 2        | EA   |               | MS GSA SQL SRV CORE SGL STD 2014<br>Item# 3321919                              | 2,456.00        | 4,912.00   |
| 22       | EA   |               | MS GSA SQL SRV ENT COR SGL 2014<br>Item# 3321918                               | 9,417.70        | 207,189.40 |
| 140      | EA   |               | SYM SEP BND STD LIC EXP BD ESS 1Y<br>Item# 2422716<br>Contract: NJPA100614-CDW | 28.00           | 3,920.00   |
| 1        | EA   |               | MS GSA MSDN LIC/SA<br>Item# 3032728  | 2,482.35        | 2,482.35   |
| 2        | EA   |               | POWERDSINE S300 GPS NTWK TIME SRV  | 6,335.00        | 12,670.00  |
|          |      |               |  | <b>SUBTOTAL</b> |            |
|          |      |               |  | <b>FREIGHT</b>  |            |
|          |      |               |  | <b>TOTAL</b>    |            |

| Account Number     | Project Number | Amount     | Account Number | Project Number | Amount |
|--------------------|----------------|------------|----------------|----------------|--------|
| E 25-540-599-56400 | E 5999020-00   | 331,231.31 |                |                |        |
|                    |                |            |                |                |        |
|                    |                |            |                |                |        |
|                    |                |            |                |                |        |
|                    |                |            |                |                |        |

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_







CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

| QUOTE NO. | ACCOUNT NO. | DATE       |
|-----------|-------------|------------|
| GPBK304   | 11070059    | 10/27/2015 |

**BILL TO:**  
 RENE RODRIGUE  
 4974 ORL TOWER RD

**SHIP TO:**  
 CENTRAL FLORIDA EXP AUTHORITY  
 Attention To: RENE RODRIGUE  
 4974 ORL TOWER RD

Accounts Payable  
 ORLANDO , FL 32807-1684

ORLANDO , FL 32807-1684  
 Contact: RENE  
 RODRIGUE 407.690.5162

Customer Phone #407.690.5162

Customer P.O. # SOFTWARE QUOTE

| ACCOUNT MANAGER           |          | SHIPPING METHOD   | TERMS                | EXEMPTION CERTIFICATE |  |
|---------------------------|----------|---|----------------------|-----------------------|--|
| MIGUEL ROJAS 866.339.5848 |          | FEDEX Ground  | MasterCard/Visa Govt | GOVT-EXEMPT           |  |
| QTY                       | ITEM NO. | DESCRIPTION   | UNIT PRICE           | EXTENDED PRICE        |  |
| 26                        | 3178328  | MS GSA WIN SRV STD 2012 R2 2PROC<br>Mfg#: P73-06309<br>Contract: CDW-G GSA Schedule<br>GS-35F-0195J<br>Electronic distribution - NO MEDIA     | 604.46               | 15,715.96             |  |
| 20                        | 3178327  | MS GSA WIN SRV DATA CENT 2012 R2 2PR<br>Mfg#: P71-07860<br>Contract: CDW-G GSA Schedule<br>GS-35F-0195J<br>Electronic distribution - NO MEDIA | 4,217.08             | 84,341.60             |  |
| 2                         | 3321919  | MS GSA SQL SRV CORE SGL STD 2014<br>Mfg#: 7NQ-00599<br>Contract: CDW-G GSA Schedule<br>GS-35F-0195J<br>Electronic distribution - NO MEDIA     | 2,456.00             | 4,912.00              |  |
| 22                        | 3321918  | MS GSA SQL SRV ENT COR SGL 2014<br>Mfg#: 7JQ-00796<br>Contract: CDW-G GSA Schedule<br>GS-35F-0195J<br>Electronic distribution - NO MEDIA      | 9,417.70             | 207,189.40            |  |
| 140                       | 2422716  | SYM SEP BND STD LIC EXP BD ESS 1Y<br>Mfg#: 0E7IOZF0-EI1ED<br>Contract: MARKET<br>Electronic distribution - NO MEDIA                           | 28.00                | 3,920.00              |  |
| 1                         | 3032728  | MS GSA MSDN LIC/SA<br>Mfg#: 3VU-00043-3<br>Contract: CDW-G GSA Schedule<br>GS-35F-0195J<br>Electronic distribution - NO MEDIA                 | 2,482.35             | 2,482.35              |  |
| 2                         | 3610482  | POWERDSINE S300 GPS NTWK TIME SRV<br>Mfg#: 1520RS300<br>Contract: MARKET  | 6,335.00             | 12,670.00             |  |
| SUBTOTAL                  |          |   |                      | 331,231.31            |  |
| FREIGHT                   |          |   |                      | 0.00                  |  |
| TAX                       |          |   |                      | 0.00                  |  |

U.S. Currency

**TOTAL** 331,231.31

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager.

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY (CFX)**

4974 ORL TOWER ROAD  
ORLANDO, FL 32807  
(407) 690-5000

| DATE       |
|------------|
| 11/23/2015 |

| PO NUMBER |
|-----------|
| 003707    |

**VENDOR:** 16924  
CAROUSEL INDUSTRIES OF AMERICA, INC  
659 SOUTH COUNTRY TRAIL  
EXETER, RI 02827

**SHIP TO** TRANSCORE  
2416 LAKE ORANGE DRIVE  
ORLANDO, FL 32837

**PHONE #** (404) 872-8747

**FAX #** (404) 872-2787

**REQUISITION #**

**BILL TO:** CENTRAL FL XWAY AUTHORITY  
4974 ORL TOWER ROAD  
ORLANDO, FL 32807

**Tax Exempt ID:** 58-12-096893-52C

**Contract # :**

**Special Inst:** ATTN: TIRUPALA JAKKA -SCOTT HOOTON

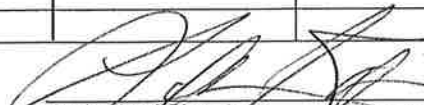
| Quantity | Unit | Vendor's Item | Description                              | Unit Price | Ext. Price |
|----------|------|---------------|--|------------|------------|
| 1        | LS   |               | NETWORK EQUIPMENT                        | 213,678.63 | 213,678.63 |
|          |      |               | TOLL SYSTEM UPGRADE PROJECT              |            |            |
|          |      |               | PLAZA SWITCHES                           |            |            |
|          |      |               | Carousel Quote: 200615 Dated:            |            |            |
|          |      |               | 10/27/2015                               |            |            |
|          |      |               | Complete details/Qty attached to         |            |            |
|          |      |               | original PO and at:                      |            |            |
|          |      |               | R:\Departments\Procurement\Public\Purcha |            |            |
|          |      |               | se Orders\FY16\3707                      |            |            |
|          |      |               | Contract: GS-35F-0511T                   |            |            |
|          |      |               | *****FOR INTERNAL PURPOSES*****          |            |            |
|          |      |               | This contract can be found               |            |            |
|          |      |               | at:R:\Departments\Procurement\General\Pr |            |            |
|          |      |               | ocurement\Purchase_Order\GSA             |            |            |
|          |      |               | Schedules\GS-35F-0511T                   |            |            |
|          |      |               | *****SPECIAL INSTRUCTIONS*****           |            |            |
|          |      |               | PLEASE SHIP TO TRANSCORE (ADDRESS        |            |            |
|          |      |               | ABOVE) ATTN: TIRUPALA JAKKA              |            |            |

|                 |            |
|-----------------|------------|
| <b>SUBTOTAL</b> | 213,678.63 |
| <b>FREIGHT</b>  | 0.00       |
| <b>TOTAL</b>    | 213,678.63 |

| Account Number     | Project Number | Amount     | Account Number | Project Number | Amount |
|--------------------|----------------|------------|----------------|----------------|--------|
| E 25-540-599-56400 | E 5999020-00   | 213,678.63 |                |                |        |
|                    |                |            |                |                |        |
|                    |                |            |                |                |        |
|                    |                |            |                |                |        |

  
Authorized Signature

11/23/15  
Date

  
Authorized Signature

Date



Central Florida Expressway - Toils Plaza - Switches  
**Extreme Networks**

Created By: Robert Longhurst  
 Account Executive: Kenneth Jones  
 Report Created: October 27, 2015  
 Tracking Number: 200615 GS-35F-0511T

| Product            |  |   |          |             |                     |                     |  |
|--------------------|--|---|----------|-------------|---------------------|---------------------|--|
| Deliverable        | Part #   | Description   | Qty      | MSRP/Unit   | MSRP/Total          | Extended Price      |  |
| Plaza Switches     | 16701  | Summit X460-G2 24 10/100/1000BASE-T, 8 100/1000BASE-X unpop'd SFP (4 SFP ports shared), 4 1000/10GBaseX unpop'd SFP+ ports, Rear VM Slot (unpop'd), Rear Timing Slot (unpop'd), 2 unpop'd PSU slots, fan module slot (unpop'd), ExtremeXOS Edge license | 24       | \$5,200.00  | \$124,800.00        | \$53,252.16         |  |
|                    | 10930A   | 300W AC Power Supply module for Summit X460, X460-G2 & E4G-400 Series Switches - Extended Temperature Range from -10 to +50 degrees Celsius   | 48       | \$495.00    | \$23,760.00         | \$10,138.39         |  |
|                    | 10061  | Pwr Cord,10A,NEMA 5-15P,IEC320-C13  | 48       | \$15.00     | \$720.00            | \$307.22            |  |
|                    | 10945  | FAN Module for Summit X460-G2 Series Switches - front to back airflow   | 24       | \$295.00    | \$7,080.00          | \$3,021.04          |  |
|                    | 16419  | SummitStack module for Summit X460  | 24       | \$296.00    | \$7,104.00          | \$3,031.28          |  |
|                    | 16106  | SummitStack/UniStack Stacking cable, 0.5M   | 48       | \$195.00    | \$9,360.00          | \$3,993.91          |  |
|                    | 16421  | ExtremeXOS Advanced Edge License for Summit X460 series switches  | 24       | \$995.00    | \$23,880.00         | \$10,189.80         |  |
| CPC Hosts Switches | 16701  | Summit X460-G2 24 10/100/1000BASE-T, 8 100/1000BASE-X unpop'd SFP (4 SFP ports shared), 4 1000/10GBaseX unpop'd SFP+ ports, Rear VM Slot (unpop'd), Rear Timing Slot (unpop'd), 2 unpop'd PSU slots, fan module slot (unpop'd), ExtremeXOS Edge license | 4        | \$5,200.00  | \$20,800.00         | \$8,875.36          |  |
|                    | 10930A   | 300W AC Power Supply module for Summit X460, X460-G2 & E4G-400 Series Switches - Extended Temperature Range from -10 to +50 degrees Celsius   | 8        | \$495.00    | \$3,960.00          | \$1,689.73          |  |
|                    | 10061  | Pwr Cord,10A,NEMA 5-15P,IEC320-C13  | 8        | \$15.00     | \$120.00            | \$51.20             |  |
|                    | 10945  | FAN Module for Summit X460-G2 Series Switches - front to back airflow   | 4        | \$295.00    | \$1,180.00          | \$503.51            |  |
|                    | 16419  | SummitStack module for Summit X460  | 4        | \$296.00    | \$1,184.00          | \$505.21            |  |
|                    | 16106  | SummitStack/UniStack Stacking cable, 0.5M   | 8        | \$195.00    | \$1,580.00          | \$665.65            |  |
|                    | PV-50K-SYS   | Purview system: Application management for 50K Flows/Minute - using HW Purview engine.  | 3        | \$54,995.00 | \$164,985.00        | \$70,399.10         |  |
| 16421              | ExtremeXOS Advanced Edge License for Summit X460 series switches | 4   | \$995.00 | \$3,980.00  | \$1,698.27          |                     |  |
|                    |  |   |          |             | \$0.00              | \$0.00              |  |
| <b>Sub-Total</b>   |  |   |          |             | <b>\$394,473.00</b> | <b>\$168,321.63</b> |  |

| Installation - Project Management |        |             |     |           |               |                |  |
|-----------------------------------|--------|-------------|-----|-----------|---------------|----------------|--|
| Deliverable                       | Part # | Description | Qty | MSRP/Unit | MSRP/Total    | Extended Price |  |
|                                   |        |             |     |           | \$0.00        | \$0.00         |  |
|                                   |        |             |     |           | \$0.00        | \$0.00         |  |
|                                   |        |             |     |           | \$0.00        | \$0.00         |  |
| <b>Sub-Total</b>                  |        |             |     |           | <b>\$0.00</b> | <b>\$0.00</b>  |  |

| Manufacturer Training & Professional Services |        |             |     |           |               |                |  |
|---|--------|-------------|-----|-----------|---------------|----------------|--|
| Deliverable                                   | Part # | Description | Qty | MSRP/Unit | MSRP/Total    | Extended Price |  |
|   |        |             |     |           | \$0.00        | \$0.00         |  |
|   |        |             |     |           | \$0.00        | \$0.00         |  |
|   |        |             |     |           | \$0.00        | \$0.00         |  |
| <b>Sub-Total</b>                              |        |             |     |           | <b>\$0.00</b> | <b>\$0.00</b>  |  |

| Support Contract |              |                                     |     |             |                    |                    |  |
|------------------|--------------|-------------------------------------|-----|-------------|--------------------|--------------------|--|
| Deliverable      | Part #       | Description                         | Qty | MSRP/Unit   | MSRP/Total         | Extended Price     |  |
| 16419            | 97004-VIM-SS | EW NBD AHR-VIM-SS - 1 Year          | 28  | \$80.00     | \$2,240.00         | \$2,240.00         |  |
| 16421            | 97000-X460AE | EW Software and TAC-X460AE - 1 Year | 28  | \$125.00    | \$3,500.00         | \$3,500.00         |  |
| 16701            | 97004-16701  | EW NBD AHR 16701 - 1 Year           | 28  | \$280.00    | \$7,280.00         | \$7,280.00         |  |
| PV-50K-SYS       | 97004-A10154 | EW NBD AHR-A10154 - 1 Year          | 3   | \$10,779.00 | \$32,337.00        | \$32,337.00        |  |
| <b>Sub-Total</b> |              |                                     |     |             | <b>\$45,367.00</b> | <b>\$45,367.00</b> |  |

|  | MSRP                | EXTENDED            |
|--|---------------------|---------------------|
| <b>Product Total</b>                           | <b>\$394,473.00</b> | <b>\$168,321.63</b> |
| <b>Installation - Project Management Total</b> | <b>\$0.00</b>       | <b>\$0.00</b>       |
| <b>Training -Professional Services Total</b>   | <b>\$0.00</b>       | <b>\$0.00</b>       |
| <b>Support Contract Total</b>                  | <b>\$45,367.00</b>  | <b>\$45,367.00</b>  |
| <b>TOTAL</b>                                   | <b>\$439,830.00</b> | <b>\$213,678.63</b> |

NOTES:


**CONSENT AGENDA ITEM**

**#23**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 3, 2015

RE: Approval to Purchase Transponders

Board approval is requested to purchase 125,000 sticker type transponders and 125,000 portable transponders from TransCore, LP, for the following cost:

|  |                       |
|--|-----------------------|
| 125,000 sticker transponders @ \$7.97 each =   | \$ 996,250.00         |
| 125,000 portable transponders @ \$15.15 each = | <u>\$1,893,750.00</u> |
|  | \$2,890,000.00        |

The unit cost per transponder is the price TransCore charges Florida's Turnpike Enterprise and includes shipping.

Delivery of the transponders will be staggered with the first 50,000 units delivered within eight (8) weeks after receipt of the order, then 25,000 units per week thereafter. If we take delivery of all 250,000 units by March 31, 2016, TransCore will give us 5,000 units (2,500 sticker and 2,500 portable) at no cost.

December 2, 2015

Mr. Corey Quinn, P.E.  
Chief of Technology/Operations  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Subj: Transponder order quotation

Dear Mr. Quinn:

TransCore is pleased to present the following quotation in response to your request for transponders:

1. 125,000 SeGo portable transponders @ \$15.15 each, plus applicable tax
2. 125,000 SeGo mini sticker transponders @ \$7.97 each, plus applicable tax

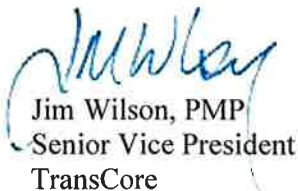
Lead time: 10 weeks ARO, assuming there is no change to previously approved artwork.

Price includes FOB destination. The pricing is valid for sixty (60) days.

In addition, TransCore will provide 2,500 portable transponders and 2,500 sticker transponders free of charge if CFX takes delivery of all 250,000 transponders by March 31, 2016.

Thank you for your consideration. If there are any questions, feel free to contact me at (321) 281-4051.

Best regards,



Jim Wilson, PMP  
Senior Vice President  
TransCore

CC: George McGraw, TransCore

**CONSENT AGENDA ITEM**

**#24**

**MEMORANDUM**

TO: CFX Board Members

FROM: Claude Miller   
Director of Procurement

DATE: November 17, 2015

RE: Approval of Purchase Order to Daktronics for  
Single Line Dynamic Message Signs

Board approval is requested to issue a purchase order in the amount of \$2,636,660.00 to Daktronics to procure 52 new single line dynamic message signs (DMS). The DMS will be installed systemwide at mainline toll plazas to upgrade existing signage, improve safety and reduce maintenance costs. The existing signs were installed between 2005 and 2012 by another manufacturer and their controllers and power supplies are no longer being supported or repaired. The new signs are designed to allow the majority of maintenance to be performed without the need for a lane closure which will reduce maintenance costs and allow for signs to be repaired more quickly.

Daktronics signs have a history of reliability in the industry and at locations on our system where they have previously been installed. Our existing software is compatible with the Daktronics signs which will reduce the need for new training for maintenance and operation. For these reasons (compatibility with existing software, standardization on a brand, consistency with staff training) we have designated the Daktronics DMS as a single source provider.

Under the Procurement Policy, Article XII, Exemptions From Competitive Procurement Processes, paragraph M, Single Source and Sole Source Purchases, this procurement is exempt from competitive procurement requirements; however, Board approval is required since the amount will exceed \$50,000.00.



# Memo

**To:** Corey Quinn, P.E. / CFX

---

**From:** Charles R. Lattimer, P.E.

---

**Date:** November 16, 2015

---

**cc:** Chirayu Amin / Atkins

---

**Subject:** Single-line DMS upgrade (CFX Project 599-525)  
Single-source procurement of Daktronics dynamic message signs

The Authority desires to upgrade fifty-two (52) overhead dynamic message signs (DMS) throughout the expressway system at mainline toll plaza locations to improve safety and reduce long-term maintenance cost. These signs will enhance safety messaging capabilities in the E-PASS open road tolling lanes at CFX mainline toll plazas. Funding for this project has been included in the Five-Year Work Plan to cover the acquisition and deployment of these signs.

Items to be procured are as follows:

- Fifty-two (52) Daktronics Model No. VX-2428-48X256-20-RGB dynamic message signs that will be owner-furnished to a contractor for installation.
- Spare parts to service fifty-two (52) Daktronics Model No. VX-2428-48X256-20-RGB DMS.
- Testing and training for Authority staff and Authority-approved representatives.

These DMS will be deployed by Project 599-525, whose design is scheduled for completion in December 2015. To ensure deployment of a consistent product throughout the system, it is recommended that Daktronics be single-sourced due to the Authority's previous successful installation of their signs and the ability to utilize the existing software already maintained by CFX. The concept of the Authority purchasing these DMS directly from Daktronics and owner-furnishing these signs to the project contractor has been investigated and is recommended. The advantages to this approach include:

1. The signs will meet the standards of quality and appearance being sought by the Authority.
2. The Authority will realize cost savings by bulk-purchasing the materials. By procuring these items as owner-furnished, the Authority may save the markup it might otherwise have paid to the Contractor.
3. By procuring these items as Owner-furnished, the Authority's cost will be reduced by its tax-exempt status.

Daktronics Inc. has provided the Authority with a quotation in the amount of \$2,636,660.00 for the direct procurement of the items listed above. Atkins recommends seeking Board approval to issue a purchase order in the amount of \$2,636,660.00 to Daktronics Inc. for the purchase of fifty-two DMS, spare parts, and associated training.

Please contact me at (407) 647-7275 if you would like to discuss further.

*Approved*  
*Charles R. Lattimer*

**DAKTRONICS QUOTE # 533429-1-2**

Central Florida Expressway Authority  
Corey Quinn  
4974 ORL Tower Road  
Orlando, FL USA 32807  
Phone: (407)690-5000  
Fax:  
Email: corey.quinn@cfxway.com

26/Oct/2015  
Quote valid for: 90 days  
Terms: AGREEMENT  
FOB: DESTINATION  
Delivery: See Daktronics Project Lead  
Times Below

**Reference: Central Florida Expressway Authority - Lane Status Dynamic Message Sign (DMS) Upgrade Project 599-5**

| Item No.                                | Model                 | Description  | Qty | Unit Price  | Extended Price        |
|---|-----------------------|--|-----|-------------|-----------------------|
| 1                                       | VX-2428-48X256-20-RGB | Front Access Lane Status DMS. Full Color, 20mm Pixel Pitch. Includes DMS Controller. Power Supplies to Be Mounted in Traffic Cabinets furnished by Others. | 52  | \$50,705.00 | \$2,636,660.00        |
| <b>Total Price Excluding Sales Tax:</b> |                       |  |     |             | <b>\$2,636,660.00</b> |

**Installation Responsibilities:**

Please reference Installation Responsibilities Sheet(s).

**Optional Items:**

- 1) Extra on-site VMS support - this fee is for instance when the buyer requests Daktronics on-site presence, but our personnel are unable to work because the VMS sites are not ready. These charges are not assessed in the event of inclement weather or if we underestimate our required on-site time:
  - On-site support labor: \$1,250 per day
  - On-site support travel: \$1,600 per round trip from South Dakota to job site
- 2) VMS signal cable (VMS to control equipment cabinet) in excess of the quantity quoted: \$1.35 per linear foot

**Daktronics Project Lead Times:**

**Below are some general lead time milestones for reference. Please contact Daktronics prior to placing order to confirm current available lead times, as they are subject to change.**

- 1) VMS technical submittal: 30 days after receipt of Purchase Order.
- 2) VMS equipment and software delivery: 90-120 days after receipt of approved submittal.
- 3) Our VMS installation support and training staff can be on-site with two (2) weeks advance notice from buyer.

**Terms:**

- If a payment bond containing terms reasonably acceptable to Daktronics secures the order, we are generally flexible on terms. These terms may include progress payments or other options depending on credit review and contract structure.
- If the contract is not secured with a payment bond, the payment terms are subject to review of the contract structure and credit of receiver.
- If no prior arrangement has been agreed to, terms are 50% due with order and 50% prior to shipment.
- Refer to standard terms & conditions for charge on late payments

**Policy with Regards to Order Cancellations:**

The purpose of having an order cancellation policy is to recuperate costs associated with partial performance on a purchase order for equipment. Daktronics incurs costs in processing the order, manufacturing the ordered equipment to the date of cancellation, storage, and efforts to resell the equipment. Daktronics shall charge a 25% restocking fee on all cancelled orders for standard products and may charge up to a 35% fee on non-standard products. Call Counsel with any questions or concerns.

**Taxes:**

Buyer must provide a sales tax exemption number/certificate to claim exemption. Sales tax will be included in the final price if the sales tax exemption number/certificate is unavailable.

**Contingencies:**

Any quotation to contractor is contingent upon the contractor receiving award of the contract. Any quotation also is contingent on Daktronics' meeting applicable plans and specifications. Both Daktronics and contractor shall bear their own cost, and not be responsible to each other for any costs associated with attempts to meet or amend the plans and specifications.



LeAnn Holler  
PHONE: 704-796-0343  
FAX: 605-697-4700  
EMAIL: Leann.Holler@daktronics.com



Brandy Louwagie  
PHONE: 605-692-0200  
FAX:  
EMAIL: Brandy.Louwagie@daktronics.com

**Terms And Conditions:**

The Terms and Conditions which apply to this quote are available upon request or by clicking the links below:

- |   |  |
|---|--|
| SL-02375 Standard Terms and Conditions of Sale                  | ( <a href="http://www.daktronics.com/terms_conditions/SL-02375.pdf">www.daktronics.com/terms_conditions/SL-02375.pdf</a> ) |
| SL-02374 Standard Warranty and Limitation of Seller's Liability | ( <a href="http://www.daktronics.com/terms_conditions/SL-02374.pdf">www.daktronics.com/terms_conditions/SL-02374.pdf</a> ) |
| SL-07862 Software License Agreement                             | ( <a href="http://www.daktronics.com/terms_conditions/SL-07862.pdf">www.daktronics.com/terms_conditions/SL-07862.pdf</a> ) |

# DAKTRONICS QUOTE # 533429-1-2

## Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Print Name

Date

|   |     |
|---|-----|
| SHIP TO: <input type="checkbox"/> Same as Bill to |     |
|   |     |
| Company   |     |
| Contact Person                                    |     |
| Address   |     |
| City  |     |
| State   | Zip |
| Telephone   |     |
| Fax   |     |
| Email   |     |

|                                     |      |
|-------------------------------------|------|
| BILL TO (if different from page 1): |      |
| *Required Information               |      |
| *Company                            |      |
| Contact Person                      |      |
| Address                             |      |
| *City                               |      |
| *State                              | *Zip |
| Telephone                           |      |
| Fax                                 |      |
| Email                               |      |

**Attachment A  
Transportation (DMS) Installation Responsibilities Checklist**

| <b>Daktronics</b> | <b>Customer</b> | <b>Description</b>   |
|-------------------|-----------------|--|
| X                 |                 | 1. Five (5) Year Gold Service Plan (Parts Only)  |
| X                 |                 | 2. Professional Engineer certification of DMS housing structural design  |
| X                 |                 | 3. Sixty (60) Spare Mods, Six (6) Spare Controllers, (6) Spare Power Supplies, Six (6) Spare VCB's and Twelve (12) Spare Sensors |
| X                 |                 | 4. 10,000 ft spool of MM Signal Cable per project requirements   |
| X                 |                 | 5. DMS Controller @ 1 per DMS (To Be Located in Control Equipment Cabinet by Others)   |
| X                 |                 | 6. On-site DMS testing support   |
| X                 |                 | 7. Shipping to a Florida drop site   |
| X                 |                 | 8. Operation and Maintenance Manuals   |
|                   | X               | 9. Operation and Maintenance Training  |
|                   | X               | 10. Operational factory and field tests  |
| X                 |                 | 11. NTCIP testing documentation  |
|                   | X               | 12. Central control computer or laptop computer  |
|                   | X               | 13. Vanguard® Control Software   |
|                   | X               | 14. Field demonstration test   |
|                   | X               | 15. Optional items listed herein   |
|                   | X               | 16. DMS support structure and structure footing (engineering, material, and installation)  |
|                   | X               | 17. DMS mounting hardware (nuts, bolts, washers, shims, etc.)  |
|                   | X               | 18. Control equipment mounting pad (material and installation)   |
|                   | X               | 19. Control equipment physical installation (off-loading from delivery truck, mounting on pad, etc.)                             |
|                   | X               | 20. DMS physical installation (off-loading DMS from the delivery truck, lifting, hanging, mounting, etc.)                        |
|                   | X               | 21. Lane closures and other traffic management costs during DMS installation, DMS testing, and maintenance                       |
|                   | X               | 22. DMS and control equipment cabinet earth grounding  |
|                   | X               | 23. Power and signal conduit, incoming to the DMS (1.5-inch conduit is typical, but requires buyer verification)                 |
|                   | X               | 24. Power cabling, DMS to control cabinet  |
|                   | X               | 25. Electrical power, start up and operating fees  |
|                   | X               | 26. Communication cable and equipment (telephone, fiber, or CDPD communications backbone and its installation)                   |
|                   | X               | 27. Communications service start-up and operating fees   |
|                   | X               | 28. DMS Vertical Supports  |
|                   | X               | 29. Payment/Performance bonds or Permits   |
|                   | X               | 30. Control Equipment Cabinets   |
|                   | X               | 31. UPS System   |

Attachment A  
Transportation (DMS) Installation Responsibilities Checklist

| Daktronics | Customer |     | Description             |
|------------|----------|-----|-------------------------|
|            | X        | 32. | Auxiliary Control Panel |

# E.2.

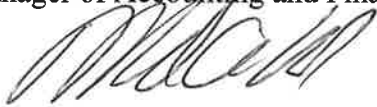
## Treasurer's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Manager of Accounting and Finance

DATE: November 30, 2015 

RE: October 2015 Financial Reports

Attached please find the October 2015 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 OCTOBER 31, 2015 AND YEAR-TO-DATE**

|   | <u>FY 16<br/>MONTH<br/>ACTUAL</u> | <u>FY 16<br/>MONTH<br/>BUDGET</u> | <u>FY 16<br/>YEAR-TO-DATE<br/>ACTUAL</u> | <u>FY 16<br/>YEAR-TO-DATE<br/>BUDGET</u> | <u>FY 16<br/>YEAR-TO-DATE<br/>VARIANCE</u> | <u>FY 16<br/>YEAR-TO-DATE<br/>% VARIANCE</u> | <u>FY 15 - 16<br/>YEAR-TO-DATE<br/>COMPARISON</u> |
|---|-----------------------------------|-----------------------------------|--|--|--|--|---|
| <b>REVENUES</b>                         |                                   |                                   |  |  |  |  |   |
| TOLLS                                   | \$ 31,123,472                     | \$ 28,114,139                     | \$ 119,375,631                           | \$ 108,269,975                           | \$ 11,105,656                              | 10.3%  | 10.5%   |
| TOLLS COLLECTED VIA UTN'S               | 1,201,590                         | 661,278                           | 4,156,214                                | 2,499,608                                | 1,656,605                                  | 66.3%  | 30.6%   |
| FEES COLLECTED VIA UTN'S AND UTC'S      | 600,341                           | 395,170                           | 2,039,150                                | 1,458,434                                | 580,716                                    | 39.8%  | 33.8%   |
| TRANSPONDER SALES                       | 4,374                             | 7,643                             | 16,729                                   | 22,629                                   | (5,901)                                    | -26.1%                                       | -25.0%  |
| OTHER OPERATING                         | 105,172                           | 172,229                           | 421,541                                  | 600,920                                  | (179,379)                                  | -29.9%                                       | 14.1%   |
| INTEREST                                | 244,906                           | 159,523                           | 888,506                                  | 651,360                                  | 237,146                                    | 36.4%  | 192.2%  |
| MISCELLANEOUS                           | 79,729                            | 80,026                            | 412,261                                  | 331,453                                  | 80,808                                     | 24.4%  | 29.8%   |
| <b>TOTAL REVENUES</b>                   | <b>33,359,583</b>                 | <b>29,590,008</b>                 | <b>127,310,031</b>                       | <b>113,834,379</b>                       | <b>13,475,652</b>                          | <b>11.8%</b>                                 | <b>11.9%</b>                                      |
| <b>O M &amp; A EXPENSES</b>             |                                   |                                   |  |  |  |  |   |
| OPERATIONS                              | 3,399,018                         | 3,664,212                         | 11,257,684                               | 12,216,919                               | 959,235                                    | 7.9%   | 12.0%   |
| MAINTENANCE                             | 1,419,689                         | 1,823,757                         | 2,503,958                                | 3,989,872                                | 1,485,913                                  | 37.2%  | 26.7%   |
| ADMINISTRATION                          | 501,251                           | 569,982                           | 1,962,495                                | 2,018,182                                | 55,686                                     | 2.8%   | 8.4%  |
| OTHER OPERATING                         | 517,301                           | 222,978                           | 583,705                                  | 445,955                                  | (137,750)                                  | -30.9%                                       | -2.6%   |
| <b>TOTAL O M &amp; A EXPENSES</b>       | <b>5,837,259</b>                  | <b>6,280,929</b>                  | <b>16,307,843</b>                        | <b>18,670,927</b>                        | <b>2,363,084</b>                           | <b>12.7%</b>                                 | <b>12.9%</b>                                      |
| <b>NET REVENUES BEFORE DEBT SERVICE</b> | <b>27,522,324</b>                 | <b>23,309,079</b>                 | <b>111,002,188</b>                       | <b>95,163,452</b>                        | <b>15,838,736</b>                          | <b>16.6%</b>                                 | <b>11.8%</b>                                      |
| <b>COMBINED NET DEBT SERVICE</b>        | <b>12,176,851</b>                 | <b>11,904,117</b>                 | <b>47,761,187</b>                        | <b>47,620,552</b>                        | <b>(140,635)</b>                           | <b>-0.3%</b>                                 | <b>0.0%</b>                                       |
| <b>NET REVENUES AFTER DEBT SERVICE</b>  | <b>\$ 15,345,473</b>              | <b>\$ 11,404,962</b>              | <b>\$ 63,241,000</b>                     | <b>\$ 47,542,899</b>                     | <b>\$ 15,698,101</b>                       | <b>33.0%</b>                                 | <b>22.7%</b>                                      |

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION  
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015  
FOR THE MONTH ENDING OCTOBER 31, 2015 AND YEAR-TO-DATE**

|                            | <u>FY<br/>2016<br/>ACTUAL</u> | <u>FY<br/>2016<br/>BUDGET</u> | <u>VARIANCE</u>  | <u>FY 16<br/>YEAR-TO-DATE<br/>% VARIANCE</u> |
|----------------------------|-------------------------------|-------------------------------|------------------|--|
| Operations                 | \$ 11,257,684                 | \$ 12,216,919                 | \$ 959,235       | 7.9%   |
| Maintenance                | 2,503,958                     | 3,989,872                     | 1,485,913        | 37.2%  |
| Administration             | 1,962,495                     | 2,018,182                     | 55,686           | 2.8%   |
| Other Operating            | <u>583,705</u>                | <u>445,955</u>                | <u>(137,750)</u> | <u>-30.9%</u>                                |
| Total O M & A              | \$ 16,307,843                 | \$ 18,670,927                 | \$ 2,363,084     | 12.7%  |
| <br>Capital Expenditures   |                               |                               |                  |  |
| Operations                 | \$ 118,695                    | \$ 128,508                    | 9,813            | 7.6%   |
| Maintenance                | -                             | 29,573                        | 29,573           | 100.0%                                       |
| Administration             | <u>-</u>                      | <u>44,310</u>                 | <u>44,310</u>    | <u>100.0%</u>                                |
| Total Capital Expenditures | \$ 118,695                    | \$ 202,392                    | \$ 83,697        | 41.4%  |

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**Operations - Comparison of Actual to Budget  
For the Four Months Ending October 31, 2015**

|                                      | <u>YTD<br/>Actual</u>           | <u>YTD<br/>Budget</u>           | <u>Budget<br/>Variance</u>   | <u>Variance<br/>Percentage</u> |
|--------------------------------------|---------------------------------|---------------------------------|------------------------------|--------------------------------|
| Toll Operations                      | 184,050                         | 147,676                         | (36,374)                     | -24.63%                        |
| Violation Enforcement                | 920,609                         | 930,010                         | 9,402                        | 1.01%                          |
| Information Technology               | 1,106,087                       | 1,002,400                       | (103,687)                    | -10.34%                        |
| Information Technology - Projects    | 0                               | 98,000                          | 98,000                       | 100.00%                        |
| E-PASS Service Center                | 3,085,704                       | 4,290,382                       | 1,204,678                    | 28.08%                         |
| Public Outreach/Education            | 146,478                         | 34,080                          | (112,398)                    | -329.80%                       |
| <b>Subtotal OOCEA</b>                | <b><u>5,442,927</u></b>         | <b><u>6,502,548</u></b>         | <b><u>1,059,621</u></b>      | <b><u>16.30%</u></b>           |
| <b>TOLL FACILITIES</b>               |                                 |                                 |                              |                                |
| <b>Beachline Expressway (SR 528)</b> |                                 |                                 |                              |                                |
| Beachline Plaza                      | 344,028                         | 355,042                         | 11,015                       | 3.10%                          |
| Airport Plaza                        | 492,573                         | 472,178                         | (20,396)                     | -4.32%                         |
| Dallas Plaza                         | 356,390                         | 341,666                         | (14,723)                     | -4.31%                         |
| <b>East-West Expressway (SR 408)</b> |                                 |                                 |                              |                                |
| Dean Plaza                           | 389,342                         | 389,116                         | (226)                        | -0.06%                         |
| Conway Main Plaza                    | 651,170                         | 638,299                         | (12,871)                     | -2.02%                         |
| Pine Hills Plaza                     | 466,425                         | 469,551                         | 3,126                        | 0.67%                          |
| Hiwassee Plaza                       | 404,792                         | 391,081                         | (13,711)                     | -3.51%                         |
| <b>Western Expressway (SR 429)</b>   |                                 |                                 |                              |                                |
| Independence Plaza                   | 372,932                         | 371,244                         | (1,688)                      | -0.45%                         |
| Forest Lake Plaza                    | 413,723                         | 405,324                         | (8,398)                      | -2.07%                         |
| <b>Greeneway Expressway (SR 417)</b> |                                 |                                 |                              |                                |
| University Plaza                     | 373,670                         | 367,473                         | (6,197)                      | -1.69%                         |
| Curry Ford Plaza                     | 372,812                         | 373,261                         | 449                          | 0.12%                          |
| Boggy Creek Plaza                    | 450,705                         | 446,335                         | (4,370)                      | -0.98%                         |
| John Young Plaza                     | 426,382                         | 407,520                         | (18,862)                     | -4.63%                         |
| <b>John Land Apopka (SR 414)</b>     |                                 |                                 |                              |                                |
| Coral Hills Plaza                    | 418,510                         | 414,789                         | (3,721)                      | -0.90%                         |
| <b>Subtotal Toll Facilities</b>      | <b><u>5,933,452</u></b>         | <b><u>5,842,878</u></b>         | <b><u>(90,574)</u></b>       | <b><u>-1.55%</u></b>           |
| <b>Total Operations Expenses</b>     | <b><u><u>11,376,379</u></u></b> | <b><u><u>12,345,427</u></u></b> | <b><u><u>969,047</u></u></b> | <b><u><u>7.85%</u></u></b>     |

**Maintenance - Comparison of Actual to Budget  
For the Four Months Ending October 31, 2015**

|                                   | <u>YTD<br/>Actual</u>   | <u>YTD<br/>Budget</u>   | <u>Budget<br/>Variance</u> | <u>Variance<br/>Percentage</u> |
|-----------------------------------|-------------------------|-------------------------|----------------------------|--------------------------------|
| Maintenance Administration        | 429,265                 | 532,938                 | 103,674                    | 19.45%                         |
| Expressway Operations             | 394,670                 | 1,043,794               | 649,125                    | 62.19%                         |
| Routine Maintenance               | 1,680,024               | 2,442,713               | 762,689                    | 31.22%                         |
| FDOT Services                     | 0                       | 0                       | 0                          | 0.00%                          |
| <b>Total Maintenance Expenses</b> | <u><u>2,503,958</u></u> | <u><u>4,019,445</u></u> | <u><u>1,515,487</u></u>    | <u><u>37.70%</u></u>           |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Administration - Actual to Budget by Cost Center  
For the Four Months Ending October 31, 2015**

|                             | <u>YTD<br/>Actual</u>   | <u>YTD<br/>Budget</u>   | <u>Budget<br/>Variance</u> | <u>Variance<br/>Percentage</u> |
|-----------------------------|-------------------------|-------------------------|----------------------------|--------------------------------|
| General                     | 160,317                 | 138,225                 | (22,092)                   | -15.98%                        |
| General Projects            | 0                       | 7,500                   | 7,500                      | 100.00%                        |
| Executive                   | 379,494                 | 386,228                 | 6,735                      | 1.74%                          |
| Communications              | 151,191                 | 156,349                 | 5,158                      | 3.30%                          |
| Human Resources             | 44,652                  | 42,126                  | (2,526)                    | -6.00%                         |
| Supplier Diversity          | 41,259                  | 117,052                 | 75,793                     | 64.75%                         |
| Accounting                  | 471,546                 | 491,739                 | 20,194                     | 4.11%                          |
| Records Management          | 71,564                  | 89,252                  | 17,687                     | 19.82%                         |
| Construction Administration | 115,567                 | 117,908                 | 2,341                      | 1.99%                          |
| Procurement                 | 146,659                 | 151,678                 | 5,019                      | 3.31%                          |
| Legal                       | 229,767                 | 199,453                 | (30,313)                   | -15.20%                        |
| Internal Audit              | 44,297                  | 60,714                  | 16,417                     | 27.04%                         |
| 525 Magnolia                | 7,781                   | 8,623                   | 842                        | 9.76%                          |
| Plans Production            | 98,403                  | 95,645                  | (2,758)                    | -2.88%                         |
| <b>Grand Total Expenses</b> | <u><u>1,962,496</u></u> | <u><u>2,062,492</u></u> | <u><u>99,996</u></u>       | <u><u>4.85%</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 OCTOBER 31, 2015 AND YEAR-TO-DATE**

|   | FY 16<br>YEAR-TO-DATE<br>ACTUAL | FY 16<br>YEAR-TO-DATE<br>BUDGET | FY 16<br>YEAR-TO-DATE<br>VARIANCE | FY 15<br>YEAR-TO-DATE<br>ACTUAL | FY 15<br>YEAR-TO-DATE<br>BUDGET | FY 15<br>YEAR-TO-DATE<br>VARIANCE | YEAR-TO-DATE<br>VARIANCE<br>COMPARISON |
|---|---------------------------------|---------------------------------|-----------------------------------|---------------------------------|---------------------------------|-----------------------------------|--|
| <b>REVENUES</b>                         |                                 |                                 |                                   |                                 |                                 |                                   |  |
| TOLLS                                   | \$ 119,375,631                  | \$ 108,269,975                  | \$ 11,105,656                     | \$ 108,009,706                  | \$ 102,940,626                  | \$ 5,069,080                      | \$ 6,036,576                           |
| TOLLS COLLECTED VIA UTN'S               | 4,156,214                       | 2,499,608                       | 1,656,605                         | 3,182,104                       | 2,106,297                       | 1,075,807                         | 580,798                                |
| FEE'S COLLECTED VIA UTN'S AND UTC'S     | 2,039,150                       | 1,458,434                       | 580,716                           | 1,524,134                       | 1,158,032                       | 366,102                           | 214,614                                |
| TRANSPONDER SALES                       | 16,729                          | 22,629                          | (5,901)                           | 22,305                          | 11,983                          | 10,322                            | (16,223)                               |
| OTHER OPERATING                         | 421,541                         | 600,920                         | (179,379)                         | 369,443                         | 308,346                         | 61,097                            | (240,476)                              |
| INTEREST                                | 888,506                         | 651,360                         | 237,146                           | 304,108                         | 409,203                         | (105,095)                         | 342,241                                |
| MISCELLANEOUS                           | 412,261                         | 331,453                         | 80,808                            | 317,524                         | 305,341                         | 12,183                            | 68,625                                 |
| <b>TOTAL REVENUES</b>                   | <b>127,310,031</b>              | <b>113,834,379</b>              | <b>13,475,652</b>                 | <b>113,729,324</b>              | <b>107,239,828</b>              | <b>6,489,496</b>                  | <b>6,986,156</b>                       |
| <b>O M &amp; A EXPENSES</b>             |                                 |                                 |                                   |                                 |                                 |                                   |  |
| OPERATIONS                              | 11,257,684                      | 12,216,919                      | 959,235                           | 10,055,022                      | 10,927,873                      | 872,851                           | 86,384                                 |
| MAINTENANCE                             | 2,503,958                       | 3,989,872                       | 1,485,913                         | 1,976,623                       | 2,721,820                       | 745,197                           | 740,716                                |
| ADMINISTRATION                          | 1,962,495                       | 2,018,182                       | 55,686                            | 1,811,207                       | 2,158,252                       | 347,045                           | (291,359)                              |
| OTHER OPERATING                         | 583,705                         | 445,955                         | (137,750)                         | 599,530                         | 700,000                         | 100,470                           | (238,220)                              |
| <b>TOTAL O M &amp; A EXPENSES</b>       | <b>16,307,843</b>               | <b>18,670,927</b>               | <b>2,363,084</b>                  | <b>14,442,382</b>               | <b>16,507,945</b>               | <b>2,065,563</b>                  | <b>297,521</b>                         |
| <b>NET REVENUES BEFORE DEBT SERVICE</b> | <b>111,002,188</b>              | <b>95,163,452</b>               | <b>15,838,736</b>                 | <b>99,286,942</b>               | <b>90,731,883</b>               | <b>8,555,059</b>                  | <b>7,283,677</b>                       |
| <b>COMBINED NET DEBT SERVICE</b>        | <b>47,761,187</b>               | <b>47,620,552</b>               | <b>(140,635)</b>                  | <b>47,744,033</b>               | <b>47,944,796</b>               | <b>(200,763)</b>                  | <b>60,128</b>                          |
| <b>NET REVENUES AFTER DEBT SERVICE</b>  | <b>\$ 63,241,000</b>            | <b>\$ 47,542,899</b>            | <b>\$ 15,698,101</b>              | <b>\$ 51,542,909</b>            | <b>\$ 42,787,087</b>            | <b>\$ 8,755,822</b>               | <b>\$ 6,942,279</b>                    |

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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 OCTOBER 31, 2015 AND YEAR-TO-DATE**

|   | FY 16<br>MONTH<br>ACTUAL | FY 15<br>MONTH<br>ACTUAL | FY 15 - 16<br>SAME MONTH<br>COMPARISON | FY 16<br>YEAR-TO-DATE<br>ACTUAL | FY 15<br>YEAR-TO-DATE<br>ACTUAL | FY 15 - 16<br>YEAR-TO-DATE<br>COMPARISON |
|---|--------------------------|--------------------------|--|---------------------------------|---------------------------------|--|
| <b>REVENUES</b>                         |                          |                          |  |                                 |                                 |  |
| TOLLS                                   | \$ 31,123,472            | \$ 28,361,664            | \$ 2,761,808                           | \$ 119,375,631                  | \$ 108,009,706                  | \$ 11,365,925                            |
| TOLLS COLLECTED VIA UTN'S               | 1,201,590                | 841,934                  | 359,656                                | 4,156,214                       | 3,182,104                       | 974,110                                  |
| FEE'S COLLECTED VIA UTN'S AND UTC'S     | 600,341                  | 437,048                  | 163,293                                | 2,039,150                       | 1,524,134                       | 515,016                                  |
| TRANSPONDER SALES                       | 4,374                    | 7,570                    | (3,196)                                | 16,729                          | 22,305                          | (5,576)                                  |
| OTHER OPERATING                         | 105,172                  | 112,689                  | (7,517)                                | 421,541                         | 369,443                         | 52,098                                   |
| INTEREST                                | 244,906                  | (6,652)                  | 253,558                                | 888,506                         | 304,108                         | 584,398                                  |
| MISCELLANEOUS                           | 79,729                   | 76,460                   | 3,269                                  | 412,261                         | 317,524                         | 94,737                                   |
| <b>TOTAL REVENUES</b>                   | <b>33,359,583</b>        | <b>29,828,713</b>        | <b>3,530,870</b>                       | <b>127,310,031</b>              | <b>113,729,324</b>              | <b>13,580,707</b>                        |
| <b>O M &amp; A EXPENSES</b>             |                          |                          |  |                                 |                                 |  |
| OPERATIONS                              | 3,399,018                | 3,051,027                | 347,991                                | 11,257,684                      | 10,055,022                      | 1,202,662                                |
| MAINTENANCE                             | 1,419,689                | 548,556                  | 871,133                                | 2,503,958                       | 1,976,623                       | 527,335                                  |
| ADMINISTRATION                          | 501,251                  | 503,778                  | (2,527)                                | 1,962,495                       | 1,811,207                       | 151,288                                  |
| OTHER OPERATING                         | 517,301                  | 195,574                  | 321,727                                | 583,705                         | 599,530                         | (15,825)                                 |
| <b>TOTAL O M &amp; A EXPENSES</b>       | <b>5,837,259</b>         | <b>4,298,935</b>         | <b>1,538,324</b>                       | <b>16,307,843</b>               | <b>11,442,382</b>               | <b>1,865,461</b>                         |
| <b>NET REVENUES BEFORE DEBT SERVICE</b> | <b>27,522,324</b>        | <b>25,529,779</b>        | <b>1,992,545</b>                       | <b>111,002,188</b>              | <b>99,286,942</b>               | <b>11,715,246</b>                        |
| <b>COMBINED NET DEBT SERVICE</b>        | <b>12,176,851</b>        | <b>11,951,189</b>        | <b>225,662</b>                         | <b>47,761,187</b>               | <b>47,744,033</b>               | <b>17,154</b>                            |
| <b>NET REVENUES AFTER DEBT SERVICE</b>  | <b>\$ 15,345,473</b>     | <b>\$ 13,578,590</b>     | <b>\$ 1,766,883</b>                    | <b>\$ 63,241,000</b>            | <b>\$ 51,542,909</b>            | <b>\$ 11,698,091</b>                     |

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**F. 1.**

**SUPPLIER DIVERSITY  
DEPARTMENT PRESENTATION**





**CENTRAL FLORIDA**  
**EXPRESSWAY AUTHORITY**

**SUPPLIER DIVERSITY DEPARTMENT**



## **SUPPLIER DIVERSITY PROGRAMS**

- **Disadvantaged, Minority and Women-Owned Businesses Enterprise Program (D/M/W/BE)**
- **Small Sustainable Business Enterprise Program (SSBE)**
- **Disadvantage Business Enterprise Program (DBE)**



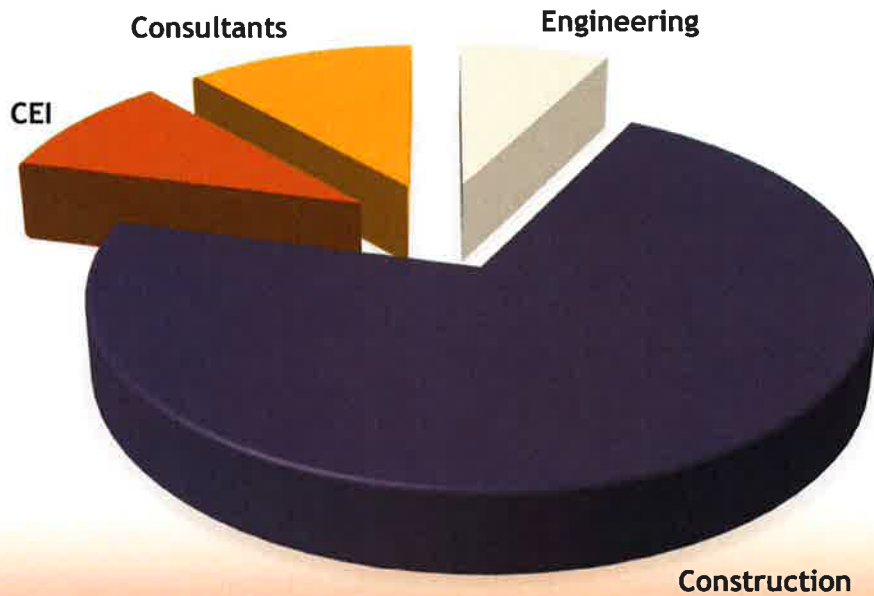
## **WEKIVA PARKWAY FEDERAL COMPLIANCE MONITORING - TIFIA LOAN**

- **Disadvantage Business Enterprise Program**
- **Communication Requirements**
- **Contractor Training**
- **Reporting**



## SUPPLIER DIVERSITY OPPORTUNITIES

### FY 2015 BUSINESS CATEGORY



FY15 - Approximately \$11.6M

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## SUPPLIER DIVERSITY PROGRAM

CFX's commitment to Central Florida goes beyond building, operating and maintaining the expressway system. We are committed to providing equal opportunity for all businesses. We encourage local Disadvantaged, Minority and Women Business Enterprises (D/M/W/BE) to seek opportunities to bid with CFX.

### Services CFX contracts for:

- Road & bridge construction
- Surveying services
- Architecture
- Engineering
- Environmental
- Maintenance
- Custodial
- Financial, legal & staffing services
- Marketing

### CFX recognizes D/M/WBEs certified by the following organizations:

- City of Orlando
- Orange County
- Florida Department of Transportation

## SMALL SUSTAINABLE BUSINESS ENTERPRISE (SSBE) PROGRAM

CFX's Small Sustainable Business Enterprise (SSBE) Program provides contracting opportunities and assists in the development to become prime contractors and consultants.

### Program Requirements:

- Must be located within Orange, Lake, Osceola or Seminole Counties
- Must be independently owned and have been operating for one year prior to submittal
- Must employ 50 or fewer employees
- Owners must be legal residents of the State of Florida
- Annual gross sales averaged over the previous three years, cannot exceed:
  - Commodities - \$5 million
  - Professional Services - \$10 million
  - Construction - \$20 million
- Must provide all required state/local licenses and certificate of business

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

As part of the Wekiva Parkway project, CFX has established a Disadvantaged Business Enterprise (DBE) program to assist businesses in the participation of this federally-assisted venture. It is CFX's policy to provide opportunities in a nondiscriminatory environment.

# F. 2.

## AMENDMENT TO FIVE-YEAR WORK PLAN





# **CENTRAL FLORIDA** ..... .....**EXPRESSWAY AUTHORITY**

**Proposed Amendment to  
FY 2016-2020 Five Year Work Plan**

**December 10, 2015**

# APPROVED FY 2016 - 2020 WORK PLAN

| Project Cost Summary (\$000's)   | Fiscal Year    |                |                |                |                | Totals           |
|----------------------------------|----------------|----------------|----------------|----------------|----------------|------------------|
|                                  | 2015/16        | 2016/17        | 2017/18        | 2018/19        | 2019/20        |                  |
| Existing System Improvements     | 28,777         | 63,057         | 18,867         | 3,217          | 6,897          | 120,816          |
| System Expansion Projects        | 190,805        | 206,024        | 60,380         | 1,479          | 0              | 458,688          |
| Interchange Projects             | 39,808         | 63,793         | 87,509         | 76,060         | 81,060         | 348,230          |
| Toll Facilities Projects         | 41,430         | 12,687         | 23,905         | 16,117         | 1,639          | 95,778           |
| ITS Projects                     | 4,927          | 3,078          | 3,646          | 2,657          | 555            | 14,863           |
| Signing and Pavement Markings    | 275            | 4,462          | 150            | 150            | 150            | 5,187            |
| Renewal and Replacement Projects | 56,441         | 50,005         | 27,568         | 32,104         | 46,687         | 212,805          |
| Landscape Projects               | 1,000          | 1,000          | 1,000          | 1,000          | 1,000          | 5,000            |
| Non-System Projects              | 0              | 0              | 964            | 0              | 0              | 964              |
| <b>SUB TOTALS</b>                | <b>363,463</b> | <b>404,106</b> | <b>223,989</b> | <b>132,784</b> | <b>137,988</b> | <b>1,262,331</b> |
| <b>Third Party Contributions</b> | <b>30,250</b>  | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>30,250</b>    |
| <b>GRAND TOTALS</b>              | <b>333,213</b> | <b>404,106</b> | <b>223,989</b> | <b>132,784</b> | <b>137,988</b> | <b>1,232,081</b> |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



## PROPOSED REALLOCATION

- **Add Board Room A/V System Replacement Project**
  - Replacement of all A/V equipment and wiring in the CFX Headquarters Board Room
  - Installation of permanent broadcast cameras and controls
  - Cost estimate: \$500,000 (includes 10% contingency)
- **Reallocation of Renewal & Replacement Funds**
  - SR 417 Resurfacing (I-Drive to Moss Park): \$29.3M estimate
  - Low bid of \$18.5M received on October 27, 2015
  - \$500,000 for Board Room A/V System Replacement funded by reallocating a portion of the \$10.8M realized savings from this resurfacing project.

 **REQUESTED APPROVAL**

Board approval is requested to amend the previously adopted FY 2016 - 2020 Five Year Work Plan by adding the Board Room A/V System Replacement project to the Work Plan.

# F. 3.

APPROVAL OF RESOLUTION  
AMENDING CFX CODE OF  
ETHICS TO REQUIRE FINANCIAL  
DISCLOSURE BY STANDING  
COMMITTEE MEMBERS

**RESOLUTION OF THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY AMENDING THE CFX  
CODE OF ETHICS TO REQUIRE FINANCIAL  
DISCLOSURE BY STANDING COMMITTEE  
MEMBERS**

**WHEREAS**, within the organizational makeup of the Central Florida Expressway Authority ("CFX") the Audit, Finance, Operations and Right of Way Committees conduct business and advise the CFX governing board and management staff; and

**WHEREAS**, the CFX governing board deems it in the best interest of the Authority for the individuals appointed to such committees to file financial disclosure; and

**WHEREAS**, Section 112.3145(1)(a)2.f. Florida Statutes provides that the appointing authority may require a Statement of Financial Interest from appointed members of local boards;

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY** as follows:

Section 1. Section 6.3.01(d) of the CFX Code of Ethics is hereby created to read as follows:

- (d) Board members shall file a Form 6 Full and Public Disclosure of Financial Interests annual financial disclosure as provided by Florida Statute 348.003(4)(c). Commencing with the reporting period for calendar year 2015, CFX Committee members shall be required to file Form 1 Statement of Financial Interest with the Supervisor of Elections in the county in which the Committee member permanently resides as provided by Florida Statute 112.3145(1)(a)2.f.

Section 2. EFFECTIVE DATE. This amendment shall take effect immediately upon adoption by the CFX governing Board.

**ADOPTED** this \_\_\_\_\_ day of December, 2015.

\_\_\_\_\_  
Welton G. Cadwell, CFX Board Chairman

ATTEST: \_\_\_\_\_  
Darleen Mazzillo, Executive Assistant

Approved as to form and legality

\_\_\_\_\_  
Joseph L. Passiatore, General Counsel

== CENTRAL FLORIDA EXPRESSWAY AUTHORITY ==

October 9, 2015

C. Christopher Anderson, III  
General Counsel/Deputy Executive Director  
325 John Knox Road  
Building 3, Suite 200  
Tallahassee, FL 32303

Dear Mr. Anderson:

I serve as general counsel to the Central Florida Expressway Authority ("CFX") and the question has been raised as to whether members of our standing committees are required to file Form 1 financial disclosures.

Would it be possible for you to review the attached committee charters and advise as to whether these committee members are required to file Form 1? To date they have not been filing them based upon my opinion that these are advisory committees and that Florida Statute 112.3145 does not apply to these individuals.

Alternatively, if the Commission agrees that these Committee members are not required to file financial disclosure could you also advise as to whether CFX would be authorized to unilaterally impose the filing requirement as part of its own Code of Ethics?

Please feel free to call me at (407) 690-5381 and thank you very much for your time, expertise and past assistance in these matters.

Sincerely,



Joseph L. Passiatore  
General Counsel

JLP/ml  
Attachments

Stanley M. Weston  
*Chair*  
Matthew F. Carlucci  
*Vice Chair*  
Michelle Anchors  
Michael Cox  
I. Martin Ford  
Tom Freeman  
Wiley Horton  
Susan Horovitz Maurer  
Linda McKee Robison



State of Florida  
COMMISSION ON ETHICS  
P.O. Drawer 15709  
Tallahassee, Florida 32317-5709

325 John Knox Road  
Building E, Suite 200  
Tallahassee, Florida 32303

Virilindia Doss  
*Executive Director*

C. Christopher Anderson, III  
*General Counsel/  
Deputy Executive Director*

(850) 488-7864 Phone  
(850) 488-3077 (FAX)  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)

*"A Public Office is a Public Trust"*

October 27, 2015  
Joseph L. Passiatore, General Counsel, Central Florida Expressway Authority  
Via email, to Mimi Lauate, paralegal, at [Mimi.Lamaute@CFXWay.com](mailto:Mimi.Lamaute@CFXWay.com)  
Dear Mr. Passiatore:

This letter is the response to your inquiry, received via email October 22, 2015, regarding any financial disclosure requirements that may be applicable to members of standing committees that report to the Central Florida Expressway Authority ("CFX").

Based on the charters you provided, the Audit Committee, Finance Committee, Operations Committee, and Right of Way Committee each have five voting members who are selected from the staff of local government agencies. These committees give public notice of meetings, keep minutes, and in some instances have the power to hire their own experts. Committee chairs attend CFX board meetings and submit committee recommendations for consideration, but the authority to make binding determinations lies with the CFX board, whose members file CE Form 6 Full and Public Disclosure of Financial Interests.

The Code of Ethics for Public Officers and Employees states that "local officers" are required to file CE Form 1 Statement of Financial Interests, and defines local officer at Section 112.3145(1)(a)1-3, Florida Statutes. Elected officials, and appointees filing the remainder of an elected official's term, must file disclosure forms. Financial disclosure is required for members of the governing body of a political subdivision or community college. Members of boards that enforce local code provisions, planning and zoning boards, and pension or retirement boards also must file. Persons who serve on independent boards that exercise authority over land use are subject to the requirement, pursuant to Section 112.3145(1)(a)2.d, but persons serving on citizen advisory committees, technical coordinating committees, and groups that only have the power to make recommendations to a planning or zoning board are exempt. The statute also lists specified local officials and employees who must disclose their finances.

CFX standing committees do not appear to be among the enumerated boards subject to the financial disclosure law. Section 112.3145(1)(a)2.a-e. Therefore, it does not appear that standing committee members are required to file.

Please print or type your name, mailing address, agency name, and position below:

**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

**\*\*\*\* BOTH PARTS OF THIS SECTION MUST BE COMPLETED \*\*\*\***

**DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2014 OR  SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: \_\_\_\_\_

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING:

COMPARATIVE (PERCENTAGE) THRESHOLDS OR  DOLLAR VALUE THRESHOLDS

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

| NAME OF SOURCE OF INCOME | SOURCE'S ADDRESS | DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY |
|--------------------------|------------------|---|
|                          |                  |   |
|                          |                  |   |
|                          |                  |   |
|                          |                  |   |

**PART B -- SECONDARY SOURCES OF INCOME**

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

| NAME OF BUSINESS ENTITY | NAME OF MAJOR SOURCES OF BUSINESS' INCOME | ADDRESS OF SOURCE | PRINCIPAL BUSINESS ACTIVITY OF SOURCE |
|-------------------------|---|-------------------|---------------------------------------|
|                         |   |                   |                                       |
|                         |   |                   |                                       |
|                         |   |                   |                                       |

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

|  |
|--|
|  |
|  |
|  |

**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.

**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

| TYPE OF INTANGIBLE | BUSINESS ENTITY TO WHICH THE PROPERTY RELATES |
|--------------------|---|
|                    |   |
|                    |   |

**PART E — LIABILITIES** [Major debts - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

| NAME OF CREDITOR | ADDRESS OF CREDITOR |
|------------------|---------------------|
|                  |                     |
|                  |                     |

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

|   | BUSINESS ENTITY # 1 | BUSINESS ENTITY # 2 |
|---|---------------------|---------------------|
| NAME OF BUSINESS ENTITY                       |                     |                     |
| ADDRESS OF BUSINESS ENTITY                    |                     |                     |
| PRINCIPAL BUSINESS ACTIVITY                   |                     |                     |
| POSITION HELD WITH ENTITY                     |                     |                     |
| I OWN MORE THAN A 5% INTEREST IN THE BUSINESS |                     |                     |
| NATURE OF MY OWNERSHIP INTEREST               |                     |                     |

IF ANY OF PARTS A THROUGH F ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

**SIGNATURE OF FILER:**

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FILING INSTRUCTIONS:**

**WHAT TO FILE:**

After completing all parts of this form, **including signing and dating it**, send back only the first sheet (pages 1 and 2) for filing.

If you have nothing to report in a particular section, you must write "none" or "n/a" in that section(s).

**NOTE:**

**MULTIPLE FILING UNNECESSARY:**

A candidate who previously filed Form 1 because of another public position must at least file a copy of his or her original Form 1 when qualifying. A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHERE TO FILE:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.)

**State officers or specified state employees** file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303.

**Candidates** file this form together with their qualifying papers.

To determine what category your position falls under, see the "Who Must File" Instructions on page 3.

**Facsimiles will not be accepted.**

**WHEN TO FILE:**

**Initially**, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** for publicly-elected local office must file at the same time they file their qualifying papers.

**Thereafter**, local officers/employees, state officers, and specified state employees are required to file by July 1st following each calendar year in which they hold their positions.

**Finally**, at the end of office or employment, each local officer/employee, state officer, and specified state employee is required to file a final disclosure form (Form 1F) within 60 days of leaving office or employment. However, filing a CE Form 1F (Final Statement of Financial Interests) does **not** relieve the filer of filing a CE Form 1 if he or she was in their position on December 31, 2014.



## NOTICE

**Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. [s. 112.3145, F.S. - applicable to non-judicial officials] Failure to file also can result in removal from public office or employment. [Ch. 2014-183, Laws of Florida]**

**In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal, or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]**

## WHO MUST FILE FORM 1:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Workforce Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; members of the board of Triumph Gulf Coast, Inc; members of the board of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, and the local Boards of Trustees and Presidents of state universities.
- 4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
- 5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits.
- 6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.
- 8) Officers and employees of entities serving as chief administrative officer of a political subdivision.
- 9) Members of governing boards of charter schools operated by a city or other public entity.
- 10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
- 12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, Assistant Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
- 13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
- 14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.
- 16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

## INSTRUCTIONS FOR COMPLETING FORM 1:

### INTRODUCTORY INFORMATION (At Top of Form):

If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. Your coordinator is identified in the financial disclosure portal on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** This should be the name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**OFFICE OR POSITION HELD OR SOUGHT:** Use the title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071(4)(d), F.S., whose home address is exempt from disclosure, the Commission is required to maintain the confidentiality of your home address if you submit a written request for confidentiality. Persons listed in Section 119.071(4)(d), F.S., are encouraged to provide an address other than their home address.

**DISCLOSURE PERIOD:** The tax year for most individuals is the calendar year (January 1 through December 31). If that is the case for you, then your financial interests should be reported for the calendar year 2014; just check the box and you do not need to add any information in this part of the form. However, if you file your IRS tax return based on a tax year that is not the calendar year, you should specify the dates of your tax year in this portion of the form and check the appropriate box. This is the time frame or "disclosure period" for your report.

## **MANNER OF CALCULATING REPORTABLE INTEREST**

As noted on the form, filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(a)1 or (b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary from serving in the position(s) which requires you to file this form. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, then you should list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, then you should list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, then you should list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, you are required to list only each individual company from which you derived more than \$2,500, rather than aggregating all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), then you should list as a source of income the name of the purchaser, the purchaser's address, and the purchaser's principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed simply as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(a)2 or (b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported as "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless**, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) during the disclosure period more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(a)3 or (b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the previous tax year in excess of 5% of the property's value. You are not required to list your residences and vacation homes.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you are more than a 5% partner in a partnership or stockholder in a corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(a)3 or (b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained* in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART E — LIABILITIES

[Required by s. 112.3145(3)(a)4 or (b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and have signed as being jointly liable or jointly and severally liable, then this is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(5), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage

licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

You are required to disclose in this part of the form the fact that you owned during the disclosure period an interest in, or held any of certain positions with, particular types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, you must indicate that fact and describe the nature of your interest.

**(End of Dollar Value Thresholds Instructions.)**

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1 or (b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary received from serving in the position(s) which requires you to file this form, but this amount should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than 5% of your gross income (salary, commissions, etc.) from the company, you should list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then you should list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of

your total gross income, then you should list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, you are required to list only each individual company from which you derived more than 5% of your gross income, rather than aggregating all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), then you should list as a source of income the name of the purchaser, the purchaser's address, and the purchaser's principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income (or, alternatively, \$2,500) was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2 or (b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported as a "Primary Source of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**
- (2) You received more than 10% of your gross income from that business entity; **and**
- (3) You received more than \$1,500 in gross income from that business entity.



If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

**Examples:**

- You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, the tenant's address and principal business activity.

### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(a)3 or (b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the previous tax year in excess of 5% of the property's value. You are not required to list your residences and vacation homes.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you are more than a 5% partner in a partnership or stockholder in a corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(a)3 or (b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: In order to decide whether the intangible property exceeds 10% of your total assets, you will need to total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

**Example:**

You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

### **PART E — LIABILITIES**

[Required by s. 112.3145(3)(a)4 or (b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and have signed as being jointly liable or jointly and severally liable, then this is not a contingent liability.

Calculations: In order to decide whether the debt exceeds your net worth, you will need to total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." You must list on the form each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

**Examples:**

— You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

### **PART F — INTERESTS IN SPECIFIED BUSINESSES**

[Required by s. 112.3145(5), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

You are required to disclose in this part of the form the fact that you owned during the disclosure period an interest in, or held any of certain positions with, particular types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).


If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, you must indicate that fact and describe the nature of your interest.

**(End of Percentage Thresholds Instructions.)**

# F. 4.

CONSIDERATION OF  
PROPOSALS TO PROVIDE  
CONTRACT ATTORNEY FOR  
RIGHT OF WAY ACQUISITION

MEMORANDUM

**TO:** Central Florida Expressway Authority Board  
**FROM:**  Joseph L. Passiatore, General Counsel  
**DATE:** December 2, 2015  
**SUBJECT:** Proposals for Contract Attorney

---

At its November meeting, the Board directed staff to solicit letters of interest from the law firms already providing right-of-way services, whereby the firm would assign a contract attorney to work on Wekiva Parkway condemnation parcels while being officed at CFX on a part-time basis.

Our office received two proposals: one from Lowndes Drosdick Doster Kantor & Reed, P.A.; and one from Mateer & Harbert, P.A. Copies are attached.

I have also attached a simplified version of the costs analysis for the hiring of one full time in-house attorney and legal assistant.

At this point, the options available to the Board appear to be as follows:

1. Proceed with the hiring of one full time in-house attorney and legal assistant and reassigning a minimum of 25 parcels from outside counsels.
2. Accept one of the proposals for contract attorney services and reassigning such parcels as the General Counsel's office deems appropriate.
3. Maintain the current contractual arrangements and decide on the renewals and funding levels of the Shutts & Bowen and Winderweedle contracts at the February 2016 Board meeting.

JLP/dm

Attachments: Letters of Interest  
Cost analysis chart for in-house attorney

**CFX Legal Staffing Proposal  
Cost for Full Time In-House Attorney**

|  | One Add'l<br>Attorney with<br>Support Staff |
|--|---|
| <b>1ST YEAR</b>                                      |   |
| Office Space <sup>1</sup>                            | \$2,250                                     |
| Furniture  | \$16,000                                    |
| Phone/Technology Infrastructure                      | \$8,000                                     |
| Attorney Salaries/Benefits                           | \$201,000                                   |
| Administrative Assistant/Paralegal Salaries/Benefits | \$70,000                                    |
| Office Supplies/Add'l Incidental Budget              | \$8,000                                     |
| <b>TOTAL 1ST YEAR COST</b>                           | <b>\$305,250</b>                            |
| <br>   |   |
| <b>2ND YEAR<sup>2</sup></b>                          |   |
| Office Space <sup>1</sup>                            | \$2,250                                     |
| Attorney Salaries/Benefits                           | \$207,030                                   |
| Administrative Assistant/Paralegal Salaries/Benefits | \$72,100                                    |
| Office Supplies/Add'l Incidental Budget              | \$8,240                                     |
| <b>TOTAL 2ND YEAR COST</b>                           | <b>\$289,620</b>                            |
| <br>   |   |
| <b>2 YEAR SUMMARY OF COSTS:</b>                      | <b>\$594,870</b>                            |
| Minimum parcels reassigned to in-house attorney      | 25  |
| <b>Average Cost per Parcel</b>                       | <b>\$23,795</b>                             |

<sup>1</sup> Capital investment needed to build out conference room to office space depreciated over 30 years useful life (\$67,000 for 2 offices; \$135,000 for 4 offices) \$2,250

<sup>2</sup> Assumes 3% increase in costs per year

Revised 12/2/15

December 2, 2015

VIA E-MAIL

Joseph L. Passiatore, Esquire  
General Counsel  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

**Re: Response to Central Florida Expressway Authority (“CFX”) proposal for contract counsel**

Dear Joe:

Per your email dated November 30, 2015, our law firm is interested in providing an attorney to be housed at CFX offices for two workdays a week solely to handle condemnation for Wekiva Parkway parcels. For this proposal, I will be the attorney that would work at the CFX offices for the two workdays a week, beginning February 1, 2016, for a one-year period.

As you have indicated, any time spent at the CFX offices for this time period is to be spent on condemnation matters for Wekiva Parkway parcels. For the first two months of this one-year period, we will also be in the midst of preparing for the Project Orlando trial as to Parcels 197/897. Any time spent at your offices that is not spent on other Wekiva Parkway parcels will be spent on the Project Orlando trial preparation, and will therefore not be billed separately by the Lowndes firm. In this way you can be assured that I would be working on only Wekiva Parkway parcels (whether Project Orlando or otherwise).

Our current hourly rate for work done for CFX is at the discounted rate of \$275/hour (which rate was set in 2012). As a point of comparison, my regular hourly rate will be increased to \$350-360/hour starting in February 2016. With that in mind, we propose to CFX that the rate of \$275/hour remains stable for the one-year proposal. The resulting monthly “flat fee” would therefore be \$17,600/month for 8 working days spent at CFX per month. All health insurance, workers’ comp, malpractice and other insurance coverages and benefits would continue to be paid by the Lowndes firm.

Please let me know what questions you may have or if you need more information regarding this proposal. Both Jim Spoonhour and I would be happy to speak with you, Laura Kelley, and Linda Brehmer Lanosa further about the scope of the work to be done during the one-year period. In addition, the follow-up conversation should probably include a determination of how conflict checks would be



December 2, 2015

Page 2

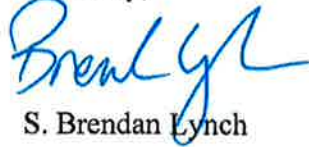
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regularly run, as well as issues regarding whether I would be assigned a CFX email address or would continue to use my Lowndes email address for work done on behalf of CFX during this year period.

If this proposal is acceptable to you and CFX, please so indicate by having this proposal signed below. We will then work with you preparing a more detailed contract.

We have appreciated the opportunity over the last three years to be a valuable member of the CFX legal team, and look forward to working more closely with CFX in the year (and years) ahead.

Sincerely,



S. Brendan Lynch

SBL/cdp

c: Linda Brehmer Lanosa, Deputy General Counsel (via e-mail)

James M. Spoonhour, Esq. (via e-mail)

**READ AND ACCEPTED:**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

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

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

Date: \_\_\_\_\_, 2015

0011671/152407/2401749



STATEMENT OF INTEREST  
TO PROVIDE CONDEMNATION ATTORNEY LEGAL SERVICES  
TO CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SUBMITTED BY MATEER & HARBERT, P.A.

December 2, 2015

# Mateer Harbert

A T T O R N E Y S A T L A W  
ORLANDO • OCALA

JAY W. SMALL  
E-MAIL ADDRESS  
jsmall@mateerharbert.com

DIRECT DIAL:  
(407) 377-6174

December 2, 2015

Via Electronic Mailing

Joseph Passiatore, Esq.  
Central Florida Expressway  
4794 ORL Tower Road  
Orlando, Florida 32807

Re: Statement of Interest

Dear Mr. Passiatore:

1. Introduction. Mateer & Harbert, P.A. ("COUNSEL") is party to the Agreement for Right of Way Counsel Services with the Central Florida Expressway Authority ("CFX"), Contract No. 001116 dated June, 2015 ("Contract"). The Scope of Services described in the Contract includes the possibility of expansion to "other matters," based upon the Contract's hourly rates but otherwise subject to further negotiations.

COUNSEL has been asked to provide particulars on its interest in providing right of way counsel services for certain other matters. In general terms, CFX is seeking information to evaluate the feasibility of retaining COUNSEL to provide an Assigned Attorney ("Assigned Attorney") for certain right of way litigation legal services related to its acquisition of a number of parcels involved in the Wekiva Parkway Project ("Additional Services"). COUNSEL herewith provides its Statement of Interest ("Statement of Interest") in providing such Additional Services.

2. Scope of Additional Services Outline. The information provided by CFX in the Scope of Additional Services ("Scope") is outlined below, with some expansion based upon COUNSEL's experience, knowledge of the Wekiva Project, and predictions of what is practicable. Based on the information to be provided to COUNSEL by CFX in connection with this Statement of Interest, this Scope will have to be refined and clarified as part of any formal agreement.

- a. COUNSEL will assign one attorney to handle the assigned caseload under the direction of CFX General Counsel.
- b. The Assigned Attorney will handle existing litigation matters involving parcels needed for the Wekiva Parkway Project in which orders of taking have already been entered. Trial court matters only are involved. Any appellate work will have to be separately negotiated.
- c. Each assigned case would be handled to completion, whether through settlement or trial, including, but not limited to out-of-court depositions, mediations, and court

appearances, unless the Contract or this additional Scope is sooner terminated and the trial court allows COUNSEL to withdraw.

- d. The Assigned Attorney will work a maximum of 16 hours per week. Work space will be made available at CFX offices, but working remotely from COUNSEL's office is also expected.
- e. The Agreement is for one year's duration, commencing February 1, 2016. A time extension, if desired, will be negotiated between 60 and 90 days prior to the one year anniversary.
- f. In connection with any formal agreement, CFX will provide the Assigned Attorney with a list indicating the number and nature of assigned parcels for assessment and conflict checking before engaging the Assigned Attorney to perform any assigned services.

3. Fees and Expenses. Section 4 of the Contract shall apply to the payment for Additional Services and any related expenses. The hourly rate for the Assigned Attorney shall be \$250.00 per hour. The maximum of fees payable for the Assigned Services during the one year term shall be 16 hours/week x 52 weeks = 832 hours x \$250/hour = \$208,000.00. Invoicing and payment shall be as provided in Section 6 of the Contract.

4. Assigned Attorney. COUNSEL shall name James R. Lussier as the Assigned Attorney. If, on occasion, the Assigned Attorney is unable to handle a scheduled matter, COUNSEL will provide Jay W. Small or another qualified replacement attorney then currently in COUNSEL's employ, to be billed at the same rate as the Assigned Attorney. The combined hours worked by the Assigned Attorney and any temporary replacement attorney will not exceed the annual maximum for the Assigned Services. Jay W. Small will be available to assist the Assigned Attorney in providing Assigned Services to CFX, provided, however, that Jay W. Small will not bill for any legal services to assist the Assigned Attorney, and COUNSEL's cumulative billing will not exceed 832 hours during the one year term, without prior authorization from CFX. Copies of the qualifications and resumés of James R. Lussier and Jay W. Small are attached to this Statement of Interest.

5. Support Staff. Judicious use will be made of COUNSEL's support staff. The work of paralegals who provide litigation support work will be invoiced at the rate of \$85.00 per hour.

6. Miscellaneous. The unpredictable nature of scheduling matters in litigation makes it likely that on one or more occasion, the Assigned Attorney will be required to work more than 16 hours in a given week, and less than 16 hours in another week. COUNSEL will monitor the running total of hours worked and attempt to conform as evenly as possible to 16 hours per week, but in no case will exceed the cap of 832 hours in one year absent further agreement of CFX. Notwithstanding the foregoing, if the Assigned Attorney is reasonably required to performed Assigned Services in excess of 832 hours in one year because of court-ordered activity or because cases cannot be abandoned or delayed without violation of court-orders, deadlines, and/or the Rules Regulating the Florida Bar and COUNSEL's legal and ethical

duties of zealous representation of CFX, COUNSEL shall as early as reasonably practicable advise CFX of the reasonable likelihood of the need to perform assigned services in excess of 832 hours. CFX agrees that it will in good faith consider payment for such additional work in accordance with the Contract.



---

JAY W. SMALL  
Florida Bar Number 0562890  
Mateer & Harbert, P.A.  
225 East Robinson Street, Suite 600  
Post Office Box 2854  
Orlando, Florida 32802-2854  
Telephone: (407) 425-9044  
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Secondary: [jdelagarza@mateerharbert.com](mailto:jdelagarza@mateerharbert.com)

4814-1752-4011, v. 1-0380-1131, v. 1

# F. 5.

APPROVAL OF APPOINTMENTS  
OF CITIZEN REPRESENTATIVES  
TO CFX COMMITTEES

**THE BACKUP FOR THIS ITEM WILL BE  
PROVIDED AT A LATER DATE**

# **F. 6.**

**ACCEPTANCE OF FY 2015  
FINANCIAL STATEMENTS**





**MOORE STEPHENS  
LOVELACE CPAs & ADVISORS**

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**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**REQUIRED AUDITOR COMMUNICATIONS  
FISCAL YEAR ENDED JUNE 30, 2015**

Presented by:  
William Blend, CPA, CFE  
Shareholder

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**MOORE STEPHENS  
LOVELACE CPAs & ADVISORS**

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## **AUDIT OVERVIEW**



## Required Communications

- **Auditor Responsibilities**
- **Management Responsibilities**
- **Internal Controls and Compliance**
- **Significant Matters**
- **Management Representations**
- **Assigned Individual for Oversight**
- **Audit Schedule**

## **Services and Deliverables**

### **Auditor's Report on Financial Statements (Pages 1 - 2)**

- **Unmodified Opinion**

### **Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 55 – 56)**

- **No internal control findings related to financial reporting and no compliance findings**

## **Services and Deliverables (cont.)**

### **Auditor's Report on Compliance with Bond Covenants (Page 57)**

- No compliance findings

### **Accountant's Examination Report on Investment Compliance (Page 58)**

- No compliance findings

### **Management Letter (Pages 59 – 60)**

- No management letter comments



**MOORE STEPHENS  
LOVELACE CPAs & ADVISORS**

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## **FINANCIAL HIGHLIGHTS**



## Financial Highlights - Overview

(in thousands)

|   | Year Ended<br>6/30/15 |
|---|-----------------------|
| <b>Total Assets and Deferred Outflows</b>     | <b>\$ 4,700,000</b>   |
| <b>Total Liabilities and Deferred Inflows</b> | <b>\$ 3,142,000</b>   |
| <b>Net Position</b>                           | <b>\$ 1,558,000</b>   |
| <b>Operating Revenue</b>                      | <b>\$ 359,000</b>     |
| <b>Operating Expenses</b>                     | <b>\$ 81,000</b>      |
| <b>Operating Income</b>                       | <b>\$ 278,000</b>     |
| <b>Change in Net Position</b>                 | <b>\$ 181,000</b>     |
| <b>% Increase in Operating Revenue</b>        | <b>10.3%</b>          |
| <b>% Increase in Operating Expense</b>        | <b>5.6%</b>           |





## Financial Highlights – Balance Sheets

(in thousands)

|  | 2015                | 2014                |
|--|---------------------|---------------------|
| <b>Unrestricted Assets</b>                                   | \$ 471,000          | \$ 481,000          |
| <b>Restricted Assets</b>                                     | 172,000             | 176,000             |
| <b>Capital Assets</b>  | 3,755,000           | 3,588,000           |
| <b>Deferred Outflows of Resources</b>                        | <u>302,000</u>      | <u>289,000</u>      |
| <b>Total Assets and Deferred Outflows</b>                    | <u>\$ 4,700,000</u> | <u>\$ 4,534,000</u> |
| <b>Revenue Bonds Outstanding</b>                             | 2,649,000           | 2,675,000           |
| <b>Other Liabilities</b>                                     | 485,000             | 474,000             |
| <b>Deferred Inflows of Resources</b>                         | <u>8,000</u>        | <u>6,000</u>        |
| <b>Total Liabilities and Deferred Inflows</b>                | 3,142,000           | 3,155,000           |
| <b>Total Net Position</b>                                    | <u>1,558,000</u>    | <u>1,379,000</u>    |
| <b>Total Liabilities, Deferred Inflows, and Net Position</b> | <u>\$ 4,700,000</u> | <u>\$ 4,534,000</u> |





## Financial Highlights – Operation Overview (in thousands)

|  | 2015                       | 2014                       |
|--|----------------------------|----------------------------|
| Operating Revenues                               | \$ 359,000                 | \$ 326,000                 |
| Investment and Other Income                      | <u>3,000</u>               | <u>5,000</u>               |
| <b>Total Revenues</b>                            | <b><u>362,000</u></b>      | <b><u>331,000</u></b>      |
| Operating Expenses                               | 81,000                     | 77,000                     |
| Interest Expense                                 | 95,000                     | 102,000                    |
| Other Expense                                    | <u>5,000</u>               | <u>-</u>                   |
| <b>Total Expenses</b>                            | <b><u>181,000</u></b>      | <b><u>179,000</u></b>      |
| <b>Change in Net Position</b>                    | <b>181,000</b>             | <b>152,000</b>             |
| <b>Net Position, Beginning of Year, restated</b> | <b><u>1,377,000</u></b>    | <b><u>1,227,000</u></b>    |
| <b>Net Position, End of Year</b>                 | <b><u>\$ 1,558,000</u></b> | <b><u>\$ 1,379,000</u></b> |
| <b>Debt Service Ratio w/o Gas Tax Pledge</b>     | <b>2.20</b>                | <b>1.99</b>                |



## Questions or Comments



**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**Financial Statements and  
Supplementary Information**

**For Years Ended June 30, 2015 and 2014**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Table of Contents

|   | <u>Page</u> |
|---|-------------|
| Independent Auditor's Report.....   | 1 - 2       |
| Management's Discussion and Analysis.....   | 3 - 10      |
| <b>BASIC FINANCIAL STATEMENTS</b>   |             |
| Balance Sheets.....   | 11 - 12     |
| Statements of Revenues, Expenses and Changes in Net Position.....   | 13          |
| Statements of Cash Flows.....   | 14 - 15     |
| Notes to Financial Statements.....  | 16 - 50     |
| <b>REQUIRED SUPPLEMENTARY INFORMATION</b>   |             |
| Trend Data on Infrastructure Condition.....   | 51          |
| Schedule of CFX's Proportionate Share of the Net Pension Liability – Florida Retirement System (FRS) and Retiree Health Insurance Subsidy (HIS) Program.....  | 52          |
| Schedule of CFX Contributions – Florida Retirement System (FRS) and Retiree Health Insurance Subsidy (HIS) Program.....   | 53          |
| <b>OTHER SUPPLEMENTARY INFORMATION</b>  |             |
| Calculation of the Composite Debt Service Ratio, as Defined by the Bond Resolutions and Related Documents.....  | 54          |
| <b>REPORTS ON COMPLIANCE AND INTERNAL CONTROL</b>   |             |
| Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> ..... | 55 - 56     |
| Independent Auditor's Report on Compliance with Bond Covenants.....   | 57          |
| Independent Accountant's Report.....  | 58          |
| Management Letter.....  | 59 - 60     |



MOORE STEPHENS  
LOVELACE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

## INDEPENDENT AUDITOR'S REPORT

To the Members of the  
Central Florida Expressway Authority  
Orlando, Florida

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Central Florida Expressway Authority (CFX) as of and for the years ended June 30, 2015 and 2014, and the related notes to the financial statements, which collectively comprise CFX's basic financial statements, as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CFX as of June 30, 2015 and 2014, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

To the Members of the  
Central Florida Expressway Authority

***Change in Accounting Principle***

As discussed in Note 11 to the financial statements, in the year ended June 30, 2015, CFX adopted the provisions of Government Accounting Standards Board Statement (GASBS) No. 68, *Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27*. As a result of the implementation of GASBS 68, CFX reported a restatement for the change in accounting principle as of July 1, 2014. Our opinions are not modified with respect to this matter.

***Other Matters***

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, trend data on infrastructure condition information, and pension schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise CFX's basic financial statements. The calculation of composite debt service ratio, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. This information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 12, 2015, on our consideration of CFX's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control over financial reporting and compliance.



**MOORE STEPHENS LOVELACE, P.A.**  
Certified Public Accountants

Orlando, Florida  
November 12, 2015

## MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the Central Florida Expressway Authority (CFX), we offer readers of these financial statements this narrative overview and analysis of the financial activities of CFX for the fiscal years ended June 30, 2015 and 2014. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the financial statements as a whole.

### Financial Highlights

Operating income for CFX was \$278,218,000 (an increase of 12%) and \$248,929,000 (an increase of 10%) for fiscal years 2015 and 2014, respectively. The increase in operating income in fiscal year 2015 is primarily due to higher toll revenues. The increase in operating income in fiscal year 2014 is also due to higher toll revenues.

Net income produced an increase in net position of \$181,013,000 and \$152,383,000 for fiscal years 2015 and 2014, respectively. The term "net position" refers to the difference of assets and deferred outflows less liabilities and deferred inflows. At the close of fiscal year 2015, CFX had a net position of \$1,557,761,000, an increase of 13% over fiscal year 2014. At the close of fiscal year 2014, CFX had a net position of \$1,379,261,000, an increase of 12% over fiscal year 2013. CFX's overall financial position has improved, as shown by the increase in net position.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to CFX's financial statements, which is comprised of the basic financial statements and the notes to the financial statements, and supplementary information presented. Since CFX is comprised of a single enterprise fund, fund level financial statements are not shown.

**Basic financial statements** - The basic financial statements are designed to provide readers with a broad overview of CFX's finances, in a manner similar to a private-sector business.

The balance sheets present information on all of CFX's assets and deferred outflows and liabilities and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of CFX is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial condition.

The statements of revenues, expenses and changes in net position present information showing how a government's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus revenues and expenses are reported in these statements for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

**Notes to the financial statements** - The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

**Other information** - In addition to the basic financial statements and accompanying notes, this report also presents certain *supplementary information* concerning CFX's composite debt service ratio, as defined by the bond resolutions, as well as trend data on infrastructure condition and pension schedules.

## **Financial Analysis**

Net position may serve, over time, as a useful indicator of a government's financial position. In the case of CFX, assets and deferred outflows exceeded liabilities and deferred inflows by \$1,557,761,000 at the close of the most recent fiscal year. This represents an increase of \$178,500,000 (13%) over the previous year, almost all of which is attributable to operations. Unrestricted net position increased from \$322,349,000 at June 30, 2014 to \$330,899,000 at June 30, 2015, an increase of \$8,550,000 (3%). This increase was also due to operating results.

By far, the largest portion of CFX's net position reflects its investment in capital assets (e.g., right-of-way, roads, bridges, buildings, toll equipment, etc.), less any related debt used to acquire those assets that is still outstanding. CFX uses these capital assets to provide service and, consequently, these assets are not available for liquidating liabilities or for other spending.

Of the \$3,754,751,000 in capital assets, net of accumulated depreciation, \$40,422,000 represents the roadway, toll plaza and equipment on the Goldenrod Road Extension. This project, which opened to traffic in March 2003, was jointly funded by CFX, the Greater Orlando Aviation Authority, the City of Orlando, Orange County, Florida, and private developers, with CFX serving as the lead agency on the project. The Goldenrod Road Extension extends from the previous terminus of Goldenrod Road at Narcoossee Road south to Cargo Road. This facility intersects SR 528 (Martin B. Andersen Beachline Expressway), east of the Orlando International Airport, at a system interchange. Each partner contributing to this project will be repaid through toll revenues generated by this road. After all operational expenses are met and the partners are reimbursed for their contributions, the toll plaza will be demolished and the roadway will be transferred to the City of Orlando. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way. Since this project is a non-system project, it is accounted for on a single line in the statements of revenues, expenses and changes in net position, in the non-operating revenues (expenses) section. The toll revenues on this project are not pledged to CFX's bond indebtedness.

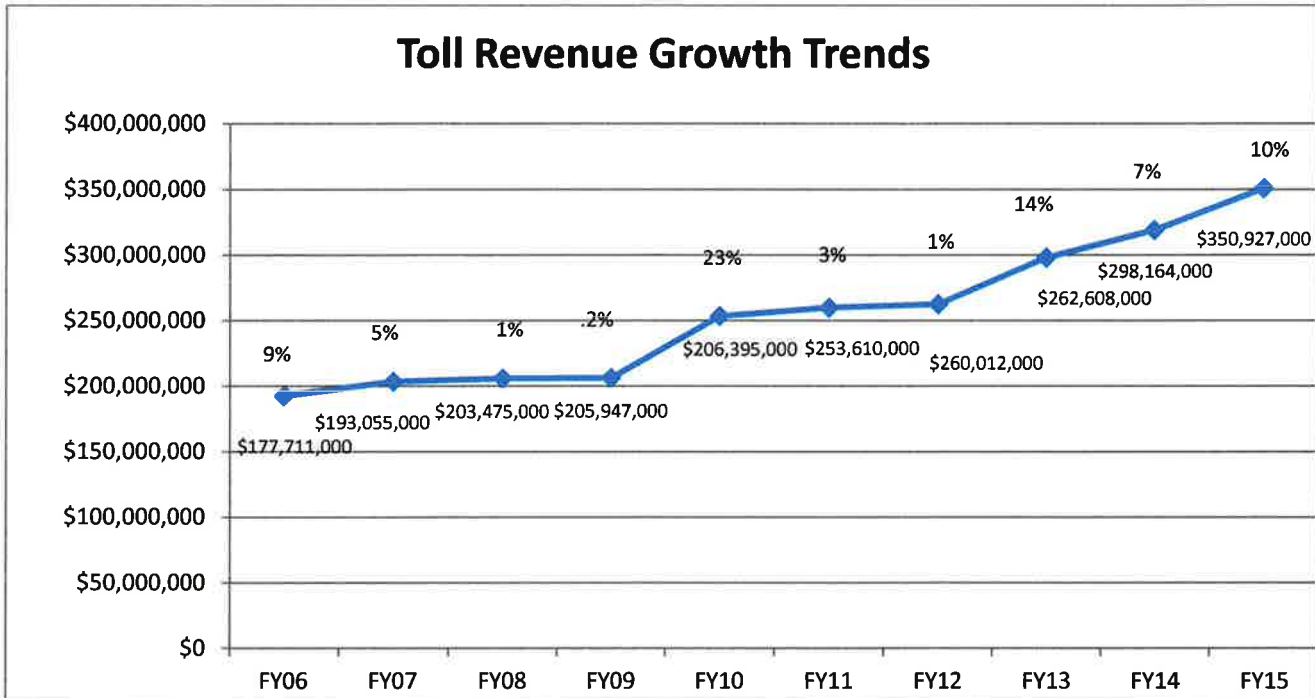


## Central Florida Expressway Authority's Net Position

|  | June 30,            |                     |                     |
|--|---------------------|---------------------|---------------------|
|  | 2015                | 2014                | 2013                |
| (in thousands)                                     |                     |                     |                     |
| Current and other assets                           | \$ 539,615          | \$ 552,529          | \$ 438,366          |
| Non-current restricted assets                      | 102,671             | 105,010             | 206,781             |
| Capital assets                                     | 3,754,751           | 3,587,730           | 3,478,329           |
| <b>Total assets</b>                                | <b>4,397,037</b>    | <b>4,245,269</b>    | <b>4,123,476</b>    |
| Deferred outflows of resources                     | 302,386             | 288,646             | 303,727             |
| <b>Total assets and deferred outflows</b>          | <b>4,699,423</b>    | <b>4,533,915</b>    | <b>4,427,203</b>    |
| Current liabilities:                               |                     |                     |                     |
| Payable from unrestricted assets                   | 76,779              | 68,124              | 55,615              |
| Payable from restricted assets                     | 69,198              | 71,582              | 73,589              |
| Revenue bonds outstanding (net of current portion) | 2,629,928           | 2,657,730           | 2,668,017           |
| Other long-term liabilities                        | 357,847             | 350,755             | 396,410             |
| <b>Total liabilities</b>                           | <b>3,133,752</b>    | <b>3,148,191</b>    | <b>3,193,631</b>    |
| Deferred inflows of resources                      | 7,910               | 6,463               | 6,694               |
| <b>Total liabilities and deferred inflows</b>      | <b>3,141,662</b>    | <b>3,154,654</b>    | <b>3,200,325</b>    |
| Net position:                                      |                     |                     |                     |
| Net investment in capital assets                   | 1,189,227           | 1,023,491           | 1,009,113           |
| Restricted   | 37,635              | 33,421              | 33,754              |
| Unrestricted                                       | 330,899             | 322,349             | 184,011             |
| <b>Total net position</b>                          | <b>\$ 1,557,761</b> | <b>\$ 1,379,261</b> | <b>\$ 1,226,878</b> |

CFX's toll revenues increased 10% and 7% during the fiscal years ended June 30, 2015 and 2014, respectively.

Toll revenue represents approximately 98% of all operating revenues. CFX's toll revenue annual growth rate has averaged 7% over the last 10 years. The higher increases in fiscal years 2010 and 2013 are the result of toll rate increases.



## Central Florida Expressway Authority's Changes in Net Position

### Central Florida Expressway Authority's Changes in Net Position

|                                 | Years Ended June 30, |                     |                     |
|---------------------------------|----------------------|---------------------|---------------------|
|                                 | 2015                 | 2014                | 2013                |
|                                 | (in thousands)       |                     |                     |
| Revenues:                       |                      |                     |                     |
| Toll revenues                   | \$ 350,927           | \$ 319,133          | \$ 298,164          |
| Transponder sales               | 63                   | 76                  | 274                 |
| Other operating revenue         | 8,196                | 6,395               | 5,209               |
| Investment income               | 2,516                | 2,632               | 1,571               |
| Goldenrod Road Extension - net  | (2,751)              | 823                 | 810                 |
| Other non-operating revenue     | 92                   | 239                 | 8,556               |
| Gain on capital assets          | -                    | 755                 | -                   |
| Capital Contribution            | 154                  | 784                 | -                   |
| Total revenues                  | <u>359,197</u>       | <u>330,837</u>      | <u>314,584</u>      |
| Expenses:                       |                      |                     |                     |
| Operations                      | 37,430               | 35,522              | 34,083              |
| Maintenance                     | 14,419               | 14,302              | 13,596              |
| Administrative                  | 5,616                | 5,081               | 5,530               |
| Depreciation                    | 15,604               | 16,800              | 16,272              |
| Preservation                    | 3,975                | 468                 | 880                 |
| Other                           | 3,924                | 4,502               | 7,309               |
| Interest expense                | 95,368               | 101,779             | 108,870             |
| Loss on capital assets          | 1,848                | -                   | 455                 |
| Total expenses                  | <u>178,184</u>       | <u>178,454</u>      | <u>186,995</u>      |
| Change in net position          | 181,013              | 152,383             | 127,589             |
| Net position, beginning of year | 1,379,261            | 1,226,878           | 1,099,289           |
| Restatement of Net Position     | (2,513)              | -                   | -                   |
| Net position, end of year       | <u>\$ 1,557,761</u>  | <u>\$ 1,379,261</u> | <u>\$ 1,226,878</u> |

CFX's Operations, Maintenance and Administration ("OM&A") expenses for fiscal year 2015 increased 4.7% from fiscal year 2014 and ended the year 3.8% under budget. CFX came in under budget due primarily to the following reasons: 1) Maintenance expenses were less than anticipated; 2) Business Development expenses were lower than budgeted due to postponing some initiatives; and 3) multiple departments had positions that were budgeted for but not filled.

Transponder sales decreased by 72% between fiscal years 2013 and 2014 because of a different type of transponder being sold. In previous years, a hard case transponder was sold at a higher price than the current sticker transponder being sold.

Investment income increased by 68% between fiscal years 2013 and 2014 due to higher interest rates in our investment portfolio.

There was a net operating loss for the Goldenrod Road Extension in fiscal year 2015 due to a project that was done to maintain and repair that roadway.

Other operating revenue consists of various fees that are collected, such as statement fees, unpaid toll notice fees and fees received for collecting revenue on behalf of other entities. Other operating revenue increased by 23% between fiscal years 2013 and 2014 and by another 28% between fiscal years 2014 and 2015. Each year, additional fees have been assessed and paid through CFX's unpaid toll notice program.

Other non-operating revenue consists of grant revenue and miscellaneous revenue. Other non-operating revenue decreased by 97% between fiscal years 2013 and 2014 due to the bond restructuring where a gain on a bond defeasance and a gain on a bond call extension were recorded in fiscal year 2013. There was an additional decrease by 61% between fiscal years 2014 and 2015 due to a one-time miscellaneous payment we received in 2014.

Preservation expense includes such items as resurfacing and restriping. The budgeted amounts are based on projected requirements to keep the roadway in good condition and, therefore, the expenses related to preservation can vary significantly from year to year. Preservation expense decreased 47% in fiscal year 2014 but then increased by 749% in fiscal year 2015. Preservation expenses were driven even lower than anticipated in fiscal years 2013 and 2014 because projects started later than expected, but then made a notable rebound in fiscal year 2015 due to large resurfacing projects getting underway.

Other expenses are expenses that were not part of our OM&A budget, but also were not capitalized. These expenses are expected to fluctuate from year to year depending upon the amount spent on non-capitalized projects. Other expenses decreased 38% between fiscal years 2013 and 2014 and decreased by another 13% between fiscal year 2014 and 2015.

There were losses in capital assets in fiscal year 2013 and 2015 as anticipated. There have been various bridges and toll plaza lanes removed and/or demolished to make way for road widening, extension and interchange projects over the past few fiscal years. Also contributing to the loss in capital assets in fiscal year 2015 was a loss on the sale of surplus property. There was a gain on capital assets in fiscal year 2014 due to a gain on the sale of surplus property.

There was a restatement of net position due to GASB 68 which called for government employers to start recording their proportionate share of the net pension liability related to cost-sharing multiple-employer defined benefit pension plans. CFX participates in the Florida Retirement System pension plan so these pension-related items were recorded in the current fiscal year and as an adjustment to net position as of July 1, 2014.

## **Capital Asset and Debt Administration**

**Capital Assets** - CFX's investment in capital assets amounted to \$3,754,751,000 net of accumulated depreciation as of June 30, 2015, an increase of \$167,021,000 (5%) over that of June 30, 2014. CFX's investment in capital assets amounts to \$3,587,730,000 net of accumulated depreciation as of June 30, 2014, an increase of \$109,401,000 (3%) over that of June 30, 2013. Capital assets include right-of-way, roads, bridges, buildings, equipment and furniture. A schedule of the change in CFX's capital assets is in Note 4 of the financial statements.

Major capital asset events during fiscal year 2015 included the following:

- The construction of the SR 417 and FL Turnpike interchange was completed.
- The toll system replacement project has begun.

- The construction of SR 429 Wekiva Parkway from US441 to Kelly Park road has begun.
- The widening of SR 417 from Curry Ford to Lake Underhill was completed.
- The demolition of the SR 528 mainline Airport plaza has begun.

**Modified Approach for Infrastructure Assets** - CFX has elected to use the modified approach for infrastructure reporting. This means that, in lieu of reporting depreciation on infrastructure, CFX reports as preservation expense the costs associated with maintaining the existing roadway in good condition. CFX's policy is to maintain the roadway condition at a Maintenance Rating Program rating of 80 or better. The Florida Department of Transportation ("FDOT") annually inspects CFX's roadways and has determined in fiscal year 2015 that all of its roadways exceed this standard. Pursuant to its bond covenants, CFX maintains a renewal and replacement fund for these preservation expenditures. For fiscal 2015, projected expenses for preservation were \$26,085,000 and \$3,975,000 was actually spent. The expenses were lower than projected due to slower than anticipated project start dates. These unspent funds will be spent in the upcoming fiscal year.

**Long-term Debt** - CFX has outstanding bonds payable of \$2,648,903,000 (net of unamortized bond premiums and discounts) as of June 30, 2015.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2015, along with more detailed information on long-term debt activity, can be found in Note 5, Long-Term Debt, which begins on page 30 of the financial statements. Of the approximately \$2.6 billion in outstanding bonds, \$498,575,000 are variable rate bonds, which have corresponding interest rate exchange agreements designed to effectively swap the variable rates to fixed rates. The synthetic interest rate applicable to the variable rate bonds are 4.7753% for the 2008B Bonds.

To determine the fair market value of its interest rate exchange agreements, CFX's financial advisor has performed a calculation based upon expected forward LIBOR swap rates and discounted cash flows. On a current market-to-market basis, in the event of a termination, using a termination date of June 30, 2015, CFX would have to make an estimated termination payment of approximately \$168,782,310 on the swaps related to the Series 2008B Bonds.

|              | <u>June 30, 2015</u>  | <u>June 30, 2014</u>  |
|--------------|-----------------------|-----------------------|
| Series 2008B | <u>\$ 168,782,310</u> | <u>\$ 141,409,137</u> |

CFX's debt service ratio before pledged gas taxes changed to 2.20 for fiscal year 2015 from 1.99 for fiscal year 2014 and 1.91 in fiscal year 2013. The debt service ratio, including pledged gas taxes, changed to 2.27 for fiscal year 2015 from 2.05 for fiscal year 2014 and 1.98 in fiscal year 2013. The increase in the debt service ratios in fiscal year 2015 is due to an increase in toll revenues. The increase in the debt service ratios in fiscal year 2014 is due to an increase in toll revenues and the larger advance amount received from FDOT which resulted in a decrease in net expenses. As of July 1, 2003, the County's gas tax pledge only applies to the 1990 Series Bonds.

CFX has a Lease-Purchase Agreement (LPA) with the FDOT whereby the FDOT is required to reimburse CFX for the maintenance and operation costs associated with certain portions of the roadways and toll plazas on CFX's System. During fiscal years 2012 and 2013, FDOT did not reimburse CFX for the operations portion of their obligation because the Governor of Florida exercised his line-item veto authority to remove that line from the state's budget. During fiscal year 2013, CFX and FDOT amended the LPA under which the FDOT agreed to uphold its obligation for operations and maintenance costs provided CFX agrees to repay those funds to the FDOT within 60 days. CFX plans to repay those funds in accordance with its Master Bond Resolution, which permits such payments provided CFX is able to fund its OM&A budget, debt service requirements, required reserve deposits, and renewal and replacement fund requirements. The FDOT reimbursement is taken into consideration when calculating CFX's debt service ratio.

CFX's current bond ratings are as follows:

|                   | <u>Ratings</u> |
|-------------------|----------------|
| Standard & Poor's | A              |
| Moody's           | A2             |
| Fitch             | A              |

### **Requests for Information**

This financial report is designed to provide a general overview of CFX's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL 32807.

## **BASIC FINANCIAL STATEMENTS**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Balance Sheets**

|  | June 30,              |                     |
|--|-----------------------|---------------------|
|  | 2015                  | 2014                |
| <b>Assets and Deferred Outflows of Resources</b>                               | <i>(in thousands)</i> |                     |
| <b>Current assets:</b>   |                       |                     |
| Cash and cash equivalents  | \$ 274,836            | \$ 287,599          |
| Investments  | 179,508               | 179,432             |
| Restricted cash and cash equivalents to meet<br>current restricted liabilities | 69,198                | 71,582              |
| Accrued interest and accounts receivable                                       | 3,112                 | 2,230               |
| Due from governmental agencies   | 5,964                 | 3,720               |
| Inventory  | 349                   | 81                  |
| <b>Total current assets</b>  | <b>532,967</b>        | <b>544,644</b>      |
| <b>Noncurrent assets:</b>  |                       |                     |
| <b>Restricted assets:</b>  |                       |                     |
| Cash and cash equivalents  | 35,022                | 26,625              |
| Investments  | 66,992                | 77,685              |
| Accrued interest receivable and prepaid expenses                               | 657                   | 700                 |
| <b>Total restricted assets</b>   | <b>102,671</b>        | <b>105,010</b>      |
| Due from governmental agencies   | 767                   | 1,648               |
| Prepaid bond insurance   | 5,881                 | 6,237               |
| <b>Total noncurrent assets before capital assets</b>                           | <b>6,648</b>          | <b>7,885</b>        |
| <b>Capital assets not being depreciated:</b>                                   |                       |                     |
| Infrastructure   | 3,268,286             | 3,193,787           |
| Construction in progress   | 329,002               | 230,158             |
| <b>Capital assets - net of accumulated depreciation:</b>                       |                       |                     |
| Property and equipment   | 157,463               | 163,785             |
| <b>Total capital assets - net of<br/>accumulated depreciation</b>              | <b>3,754,751</b>      | <b>3,587,730</b>    |
| <b>Total noncurrent assets</b>   | <b>3,864,070</b>      | <b>3,700,625</b>    |
| <b>Total assets</b>  | <b>4,397,037</b>      | <b>4,245,269</b>    |
| Deferred outflows of resources   | 302,386               | 288,646             |
| <b>Total assets and deferred outflows of resources</b>                         | <b>\$ 4,699,423</b>   | <b>\$ 4,533,915</b> |



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Balance Sheets (continued)**

| Liabilities, Deferred Inflows of Resources, and Net Position              | June 30,            |                     |
|---|---------------------|---------------------|
|   | 2015                | 2014                |
|   | (in thousands)      |                     |
| <b>Current liabilities payable from unrestricted assets:</b>              |                     |                     |
| Accounts payable and accrued liabilities                                  | \$ 19,420           | \$ 15,736           |
| Unearned toll revenue   | 12,420              | 12,021              |
| Unearned other revenue  | 17,954              | 6,344               |
| Current portion of due to governmental agencies                           | 26,985              | 34,023              |
| <b>Total current liabilities payable from unrestricted assets</b>         | <b>76,779</b>       | <b>68,124</b>       |
| <b>Current liabilities payable from restricted assets:</b>                |                     |                     |
| Accounts payable and accrued liabilities                                  | 49                  | 2,838               |
| Interest payable  | 50,174              | 51,869              |
| Current portion of revenue bonds payable                                  | 18,975              | 16,875              |
| <b>Total current liabilities payable from restricted assets</b>           | <b>69,198</b>       | <b>71,582</b>       |
| <b>Total current liabilities</b>  | <b>145,977</b>      | <b>139,706</b>      |
| <b>Noncurrent liabilities:</b>  |                     |                     |
| Derivative financial instrument   | 168,782             | 141,409             |
| Revenue bonds payable - less current portion                              | 2,629,928           | 2,657,730           |
| Due to governmental agencies - less current portion                       | 186,688             | 209,331             |
| Arbitrage rebate liability  | -                   | 15                  |
| Net pension liability   | 2,377               | -                   |
| <b>Total noncurrent liabilities</b>                                       | <b>2,987,775</b>    | <b>3,008,485</b>    |
| <b>Total liabilities</b>  | <b>3,133,752</b>    | <b>3,148,191</b>    |
| Deferred inflows of resources   | 7,910               | 6,463               |
| <b>Total liabilities and deferred inflows of resources</b>                | <b>3,141,662</b>    | <b>3,154,654</b>    |
| <b>Net position:</b>  |                     |                     |
| Net investment in capital assets  | 1,189,227           | 1,023,491           |
| Restricted for:   |                     |                     |
| Operation, maintenance and administrative reserve                         | 7,929               | 6,634               |
| Collateral associated with interest rate exchange agreement               | -                   | 8,169               |
| Renewal and replacement reserve   | 29,706              | 18,618              |
| <b>Total restricted net position</b>                                      | <b>37,635</b>       | <b>33,421</b>       |
| Unrestricted  | 330,899             | 322,349             |
| <b>Total net position</b>   | <b>1,557,761</b>    | <b>1,379,261</b>    |
| <b>Total liabilities, deferred inflows of resources, and net position</b> | <b>\$ 4,699,423</b> | <b>\$ 4,533,915</b> |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Statements of Revenues, Expenses and Changes in Net Position**

|   | June 30,            |                     |
|---|---------------------|---------------------|
|   | 2015                | 2014                |
|   | (in thousands)      |                     |
| <b>Operating revenues:</b>                    |                     |                     |
| Toll revenues                                 | \$ 350,927          | \$ 319,133          |
| Transponder sales                             | 63                  | 76                  |
| Fees and other                                | 8,196               | 6,395               |
|   | <b>359,186</b>      | <b>325,604</b>      |
| <b>Operating expenses:</b>                    |                     |                     |
| Operations                                    | 37,430              | 35,522              |
| Maintenance                                   | 14,419              | 14,302              |
| Administrative                                | 5,616               | 5,081               |
| Depreciation                                  | 15,604              | 16,800              |
| Preservation                                  | 3,975               | 468                 |
| Other expenses                                | 3,924               | 4,502               |
|   | <b>80,968</b>       | <b>76,675</b>       |
| <b>Operating income</b>                       | <b>278,218</b>      | <b>248,929</b>      |
| <b>Nonoperating revenues (expenses):</b>      |                     |                     |
| Investment income                             | 2,516               | 2,632               |
| Gain (Loss) on capital assets                 | (1,848)             | 755                 |
| Other nonoperating                            | 92                  | 239                 |
| Goldenrod Road Extension - net                | (2,751)             | 823                 |
| Interest expense                              | (95,368)            | (101,779)           |
|   | <b>(97,359)</b>     | <b>(97,330)</b>     |
| <b>Income before contributions</b>            | <b>180,859</b>      | <b>151,599</b>      |
| Capital contribution                          | 154                 | 784                 |
|   | <b>181,013</b>      | <b>152,383</b>      |
| <b>Change in net position</b>                 | <b>181,013</b>      | <b>152,383</b>      |
| <b>Net position at beginning of year</b>      | <b>1,379,261</b>    | <b>1,226,878</b>    |
| <b>Restatement for GASB 68 implementation</b> | <b>(2,513)</b>      | <b>-</b>            |
|   | <b>1,376,748</b>    | <b>1,226,878</b>    |
| <b>Net position at end of year</b>            | <b>\$ 1,557,761</b> | <b>\$ 1,379,261</b> |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Statements of Cash Flows**

|   | <b>June 30,</b>       |                   |
|---|-----------------------|-------------------|
|   | <b>2015</b>           | <b>2014</b>       |
|   | <b>(in thousands)</b> |                   |
| <b>Operating activities:</b>  |                       |                   |
| Receipts from customers and users                                   | \$ 370,513            | \$ 334,940        |
| Payments to suppliers   | (55,928)              | (45,530)          |
| Payments to employees   | (4,338)               | (4,189)           |
|   | <u>310,247</u>        | <u>285,221</u>    |
| <b>Net cash provided by operating activities</b>                    |                       |                   |
| <b>Capital and related financing activities:</b>                    |                       |                   |
| Acquisition and construction of capital assets                      | (153,059)             | (104,033)         |
| Proceeds from capital contributions                                 | 154                   | 784               |
| Proceeds from issuance of refunding revenue bonds                   | -                     | 107,125           |
| Interest paid on revenue bonds                                      | (129,147)             | (138,453)         |
| Payment of principal on revenue bonds                               | (16,875)              | (106,550)         |
| Payment of principal and interest on State Infrastructure Bank Loan | (10,188)              | (10,313)          |
| Payment of principal on government advances                         | (20,177)              | (20,150)          |
|   | <u>(329,292)</u>      | <u>(271,590)</u>  |
| <b>Net cash used in capital and related financing activities</b>    |                       |                   |
| <b>Investing activities:</b>  |                       |                   |
| Purchase of investments   | (332,002)             | (298,591)         |
| Proceeds from sales and maturities of investments                   | 342,620               | 308,917           |
| Interest received   | 1,677                 | 2,571             |
|   | <u>12,295</u>         | <u>12,897</u>     |
| <b>Net cash provided by investing activities</b>                    |                       |                   |
| <b>Net increase (decrease) in cash and cash equivalents</b>         | (6,750)               | 26,528            |
| <b>Cash and cash equivalents at beginning of year</b>               | <u>385,806</u>        | <u>359,278</u>    |
| <b>Cash and cash equivalents at end of year</b>                     | <u>\$ 379,056</u>     | <u>\$ 385,806</u> |
| <br>  |                       |                   |
| Cash and cash equivalents - unrestricted                            | \$ 274,836            | \$ 287,599        |
| Restricted cash and cash equivalents - current                      | 69,198                | 71,582            |
| Restricted cash and cash equivalents - noncurrent                   | 35,022                | 26,625            |
|   | <u>\$ 379,056</u>     | <u>\$ 385,806</u> |

See notes to financial statements.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Statements of Cash Flows (continued)**

|   | June 30,          |                   |
|---|-------------------|-------------------|
|   | 2015              | 2014              |
|   | (in thousands)    |                   |
| <b>Reconciliation of operating income to net cash provided by operating activities:</b> |                   |                   |
| Income from operations  | \$ 278,218        | \$ 248,929        |
| Adjustments to reconcile operating income to net cash provided by operating activities: |                   |                   |
| Depreciation  | 15,604            | 16,800            |
| Goldenrod Road Extension and other miscellaneous  | (682)             | 3,684             |
| Changes in assets and liabilities:  |                   |                   |
| Due from governmental agencies  | (1,363)           | 2,413             |
| Inventory   | (269)             | 483               |
| Accounts payable and accrued liabilities  | 3,684             | 5,718             |
| Unearned rent   | 11,610            | 5,727             |
| Due to governmental agencies  | 684               | 1,532             |
| Unearned toll revenue   | 399               | (75)              |
| Arbitrage rebate payable  | (15)              | 10                |
| Net pension liability   | 2,377             | -                 |
|   | <u>\$ 310,247</u> | <u>\$ 285,221</u> |
| <b>Net cash provided by operating activities</b>  |                   |                   |
| <b>Noncash investing and financing activities:</b>                                      |                   |                   |
| Decrease in fair value of investments   | \$ (511)          | \$ (1,131)        |
| Increase (decrease) in fair value of derivative financial instrument                    | \$ (27,373)       | \$ 15,595         |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 1 - Organization and Summary of Significant Accounting Policies**

**Reporting Entity** - The Central Florida Expressway Authority (CFX) is an agency of the state, created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola and Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the expressway system. The governing board of CFX is made up of nine members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Lake, Orange, Osceola and Seminole Counties; (b) three citizens appointed by the Governor; (c) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. CFX is authorized to issue revenue bonds to finance portions of the System and to execute the refunding of existing revenue bonds.

For financial reporting purposes, CFX is a stand-alone entity; there are no component units included in the accompanying financial statements, and CFX is not considered a component unit of another entity.

**Basis of Accounting** - CFX prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprises. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

The assets, deferred outflows, liabilities, deferred inflows, and net position of CFX are reported in a self-balancing set of accounts, which include restricted and unrestricted resources, representing funds available for support of CFX's operations.

**Operating Revenues and Expenses** - CFX's operating revenues and expenses consist of revenues earned and expenses incurred relating to the operation and maintenance of its System. The Goldenrod Road Extension, which is a project outside the normal course of operations, and all other revenues and expenses are reported as nonoperating revenues and expenses.

**Lease-Purchase Agreement** - Under the requirements of the Lease-Purchase Agreement between CFX and the FDOT, dated December 23, 1985, as amended and supplemented, CFX is reimbursed by the FDOT for the maintenance costs of SR 528, portions of SR 408, improvements to the Airport Interchange at SR 528 and State Road 436 (Semoran Boulevard), and the cost of operations of the Conway, Pine Hills, and Airport Mainline Plazas. However, the reimbursements received are recorded as advances from the FDOT and are included in due to governmental agencies, since they are to be repaid to the FDOT from future toll revenues after the requirements for retirement of bonds and all other obligations have been met.

While CFX's position has been that the FDOT's obligations under the Lease-Purchase Agreement were not subject to appropriation, the Governor vetoed the operations component of the reimbursement for fiscal year 2013. CFX entered into a Memorandum of Agreement with FDOT on February 14, 2013 where it was agreed that commencing in fiscal year 2014 the operations and maintenance payments made by the FDOT will be refunded to the FDOT within sixty days of payment.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 1 - Organization and Summary of Significant Accounting Policies (Continued)**

**Cash and Cash Equivalents** - For purposes of the statements of cash flows, demand deposit accounts with commercial banks, and cash invested in commercial money market funds (including restricted assets) are considered cash equivalents. For investments that are held separately from the pools, those which are highly liquid (including restricted assets), with an original maturity of 90 days or less when purchased or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates, are considered to be cash equivalents.

**Investments** - Investments consist of unrestricted and restricted investments, and are carried at fair value, as determined in an active market, except for investments in Florida State Board of Administration Fund B. Investments in Fund B are recorded based on the Pool's share of the fair value of its underlying portfolio.

**Accounts Receivable** - The accrued interest and accounts receivable primarily consists of amounts billed to individuals via one or more Unpaid Toll Notices for tolls not paid at the point of System use. This item also includes interest earned but not paid by the end of the fiscal year, or amounts due from individuals or other entities for prepaid items or for services provided. This amount is recorded at the net realizable value; therefore, a provision for doubtful accounts has been made for the estimated amount of uncollectible Unpaid Toll Notices based on historical information.

**Inventory** - Inventory, which consists of E-PASS system transponders that will be sold to customers, is carried at the lower-of-cost or market and is valued using the specific-identification method.

**Restricted Assets** - Restricted assets of CFX represent bond proceeds designated for construction, and other monies required to be restricted for debt service, operations, maintenance, administration, renewal and replacement.

**Deferred Outflows / Inflows of Resources** - In addition to assets, CFX reports a separate section for deferred outflows of resources on its balance sheets. Deferred outflows of resources represent a consumption of net position that applies to future periods and will not be recognized as an outflow of resources (expense) until then. CFX has three items that qualify for reporting as deferred outflows of resources.

**Accumulated Decrease in Fair Value of Hedging Derivatives** - As described in Note 5, CFX has entered into interest rate swap agreements that qualify as effective cash flow hedges in connection with variable rate bonds. The fair value of the swaps is presented on the balance sheets as a deferred outflow of resources and a derivative financial instrument liability in the amount of \$168,782,000 and \$141,409,000 at June 30, 2015 and 2014, respectively, with changes in valuation applied to these balance sheet accounts. Should the swaps be terminated prior to their expected conclusion, or if the hedges cease to significantly reduce risk, accumulated gains or losses will be reported on the operating statement.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 1 - Organization and Summary of Significant Accounting Policies (Continued)**

***Deferred Outflows / Inflows of Resources (Continued)***

*Deferred Outflow on Refunding of Revenue Bonds* - The difference between the re-acquisition price and the net carrying amount of refunded bonds is presented on the balance sheets at June 30, 2015 and 2014 as a deferred outflow of resources in the amount of \$131,944,000 and \$147,237,000, respectively, and is amortized as an adjustment to interest expense on a straight-line basis over the life of the refunded bonds or the life of the refunding bonds, whichever is shorter.

*Deferred Outflows Related to Pensions* - These deferred outflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred outflows related to pensions totaled \$1,660,000 at June 30, 2015 and will be recognized as either pension expense or a reduction in the net pension liability in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

In addition to liabilities, CFX reports a separate section for deferred inflows of resources on its balance sheets. Deferred inflows of resources represent an acquisition of net position that applies to future periods and will not be recognized as an inflow of resources until then. CFX has two items that qualify for reporting as deferred inflows of resources.

*Deferred Inflow on Interest Rate Exchange* - During the fiscal year ended June 30, 2007, CFX entered into six mandatory, cash-settled interest rate exchange agreements, the purpose of which was to lock in the interest rate associated with the Series 2007A Bonds. The result of these agreements was an \$8,078,000 net payment to CFX on June 28, 2007, which is presented on the balance sheets at June 30, 2015 and 2014 as a deferred inflow of resources in the amount of \$6,232,000 and \$6,463,000, respectively, and is amortized as an adjustment to interest expense over the life of the bonds.

*Deferred Inflows Related to Pensions* - These deferred inflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred inflows related to pensions totaled \$1,678,000 at June 30, 2015 and will be recognized as a reduction to pension expense in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

***Capital Assets***

*Cost Basis* - All capital assets are recorded at historical cost. The cost of property and equipment includes costs for infrastructure assets (right-of-way, highways and bridges substructure, and highways and bridges), toll equipment, buildings, toll facilities, other related costs (including software) and furniture and equipment. Highways and bridges substructure includes road sub-base, grading, land clearing, embankments and other related costs. Costs for infrastructure assets include construction costs, design and engineering fees, administrative and general expenses paid from construction monies, and bond interest expense incurred during the period of construction.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 1 - Organization and Summary of Significant Accounting Policies (Continued)**

**Capital Assets (Continued)**

*Capitalization Policy* - Costs to acquire additional capital assets, and to replace existing assets or otherwise prolong their useful lives, are capitalized for toll equipment, buildings, toll facilities, other related costs, and furniture and equipment. Under CFX's policy of accounting for infrastructure assets pursuant to the "modified approach," property costs represent a historical accumulation of costs expended to acquire rights-of-way and to construct, improve and place in operation the various projects and related facilities. It is CFX's policy to capitalize amounts equal to or in excess of \$5,000.

*Depreciation Policy* - Depreciation of toll equipment, buildings, toll facilities, other related costs, signs, software, and furniture and equipment is computed using the straight-line method over the estimated useful lives of the assets as follows:

|                                      |          |
|--------------------------------------|----------|
| Toll equipment                       | 8 years  |
| Buildings, toll facilities and other | 30 years |
| Signs                                | 20 years |
| Software                             | 3 years  |
| Furniture and equipment              | 7 years  |

Under the modified approach, infrastructure assets are considered to be "indefinite lived" assets; that is, the assets themselves will last indefinitely and are, therefore, not depreciated. Costs related to maintenance, renewal and replacement for these assets are not capitalized, but instead are considered to be period costs and are included in preservation expense.

*Construction in Progress* - Construction in progress represents costs incurred by CFX for in-process activities designed to expand, replace or extend useful lives of existing property and equipment.

*Capitalized Interest* - Interest costs on funds used to finance the construction of capital assets are capitalized based upon the blended cost of debt and depreciated over the life of the related assets in accordance with the above policies.

*Retainage Payable* - Retainage payable represents amounts billed to CFX by contractors for which payment is not due pursuant to retained percentage provisions in construction contracts until substantial completion of performance by contractor and acceptance by CFX.

*Compensated Absences* - Accumulated vacation pay, vested sick pay, and other compensation payable to employees is recorded and included in accounts payable and accrued liabilities. The balance of compensated absences had a net increase of \$111,000 from June 30, 2014 to June 30, 2015.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 1 - Organization and Summary of Significant Accounting Policies (Continued)**

**Bond Premium, Discount, and Prepaid Bond Insurance Costs** - Bond premium, discount, and prepaid bond insurance costs associated with the issuance of bonds are amortized on a straight-line basis over the life of the bonds, which approximates the effective interest method. Bond premiums and discounts are presented as an addition and a reduction, respectively, of the face amount of revenue bonds payable whereas prepaid bond insurance costs are recorded as assets.

**Restricted Net Position** - Restricted net position is comprised of amounts reserved for operations, maintenance, administrative expenses and renewals and replacements in accordance with bond covenants.

**Pensions** - In the balance sheets, net pension liability represents CFX's proportionate share of the net pension liability of the cost-sharing pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost-sharing pension plan to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing pension plan's fiduciary net position.

CFX participates in both the Florida Retirement System (FRS) defined benefit pension plan and the Retiree Health Insurance Subsidy Program (HIS) defined benefit pension plan administered by the Florida Division of Retirement (collectively, FRS/HIS).

For purposes of measuring CFX's net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS/HIS and additions to/deductions from FRS/HIS's fiduciary net position have been determined on the same basis as they are reported by FRS/HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**Budgets and Budgetary Accounting** - CFX follows the following procedures in establishing budgetary data:

On or before February 1 of each year, CFX completes a review of its financial condition for the purpose of estimating whether the gross revenues, together with series payments, system payments and supplemental payments, if any, for the ensuing fiscal year will be sufficient to provide at least 120% of the annual debt service requirements of the bonds and that gross revenues will be sufficient to pay all other amounts required by the Master Bond Resolution, as amended and restated.

In the event that CFX determines that revenues will not be sufficient to satisfy the above payments, CFX will conduct a study to determine the toll revenue rate increase required to restore the revenue deficiency.

All schedules of toll revenues and revisions thereof are filed with the FDOT.

On or before April 1 of each year, a preliminary budget is prepared for maintenance, operations and administrative expenses for the ensuing fiscal year. The preliminary budget is reviewed by the FDOT and modified, if necessary.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 1 - Organization and Summary of Significant Accounting Policies (Continued)**

***Budgets and Budgetary Accounting (Continued)***

On or before July 1 of each year, a final budget of maintenance, operations and administrative expenses is adopted subject to approval by the FDOT.

CFX may adopt an amended or supplemental annual budget for the remainder of a fiscal year subject to approval by the FDOT.

**Reclassifications** - Certain amounts in the 2014 financial statements have been reclassified to conform to the 2015 classifications.

**Note 2 - Deposits and Investments**

**Cash and Cash Equivalents, and Investment Portfolio**

Pursuant to Section 218.415, Florida Statutes, CFX has formally adopted a comprehensive investment policy most recently updated on May 14, 2015, which establishes permitted investments, asset allocation limits and issuer limits, credit rating requirements and maturity limits to protect CFX's cash and investment assets. CFX maintains a common cash and investment pool for the use of all funds. In addition, cash and investments are separately held by CFX's bond proceeds/construction, debt service, capitalized interest, and debt service reserve funds.

The following chart outlines the types of permitted investments, credit quality risk rating requirements by security type, the maximum concentration of credit risk by percentage of the total portfolio that may be invested in a single issuer and in total by security type and maturity limits prescribed to mitigate interest rate risk exposure:

**Permitted Investments**

| Sector   | Sector Maximum (%) | Per Issuer Maximum (%) | Minimum Ratings Requirement <sup>1</sup>   | Maximum Maturity  | Master Bond Resolution Permitted Investments |
|--|--------------------|------------------------|--|---|--|
| U.S. Treasury  | 100%               | 100%                   | N/A  | 5.50 Years (5.50 Years avg. life <sup>4</sup> for GNMA) | X  |
| GNMA   |                    | 40%                    |  |   | X  |
| Other U.S. Government Guaranteed (e.g. AID, GTC)             |                    | 10%                    |  |   | X  |
| Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*                 | 75%                | 40% <sup>3</sup>       | N/A  | 5.50 Years  | X  |
| Federal Agency/GSE other than those above                    |                    | 10%                    |  |   | X  |
| Supranationals where U.S. is a shareholder and voting member | 25%                | 10%                    | Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent) | 5.50 Years  |  |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

| Sector   | Sector Maximum (%) | Per Issuer Maximum (%)        | Minimum Ratings Requirement <sup>1</sup>  | Maximum Maturity                  | Master Bond Resolution Permitted Investments |
|--|--------------------|-------------------------------|---|-----------------------------------|--|
| Corporates   | 50% <sup>2</sup>   | 5%                            | Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)   | 5.50 Years                        |  |
| Municipals   | 25%                | 5%                            | Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)   | 5.50 Years                        | X  |
| Agency Mortgage-Backed Securities (MBS)                              | 25%                | 40% <sup>3</sup>              | N/A   | 5.50 Years Avg. Life <sup>4</sup> |  |
| Asset-Backed Securities (ABS)  | 25%                | 5%                            | Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)  | 5.50 Years Avg. Life <sup>4</sup> |  |
| Depository Accounts with Qualified Public Depositories               | 75%                | 50%                           | N/A   | N/A                               | X  |
| Non-Negotiable Collateralized Bank Deposits or Savings Accounts      | 50%                | None, if fully collateralized | None, if fully collateralized.  | 2 Years                           | X  |
| Commercial Paper (CP)  | 50% <sup>2</sup>   | 5%                            | Highest ST Rating Category (A-1/P-1, or equivalent)   | 270 Days                          | X  |
| Bankers' Acceptances (BAs)   | 10% <sup>2</sup>   | 5%                            | Highest ST Rating Category (A-1/P-1, or equivalent)   | 180 Days                          | X  |
| Repurchase Agreements (Repo or RP)                                   | 40%                | 20%                           | Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent)<br>If the counterparty is a Federal Reserve Bank, no rating is required | 1 Year                            | X  |
| Money Market Funds (MMFs)  | 50%                | 25%                           | Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)  | N/A                               | X  |
| Fixed-Income Mutual Funds  | 25%                | 10%                           | N/A   | 3 Years                           |  |
| Intergovernmental Pools (LGIPs)                                      | 50%                | 25%                           | Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)   | N/A                               |  |
| Florida Local Government Surplus Funds Trust Funds ("Florida Prime") | 25%                | N/A                           | Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)  | N/A                               | X  |

**Notes:**

<sup>1</sup> Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

<sup>2</sup> Maximum allocation to all corporate and bank credit instruments is 50% combined.

<sup>3</sup> Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

<sup>4</sup> The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

\* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

Additionally, investments in any derivative products or the use of reverse repurchase agreements are specifically prohibited, unless permitted in Section XV of CFX's Investment Policy.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 2 - Deposits and Investments (Continued)**

**Deposits**

On June 30, 2015, the carrying amount of CFX's various deposits accounts was \$379,056,000. CFX's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act, as required by Chapter 280, Florida Statutes.

**Investments**

**Concentration of Credit Risk** - The following is the percent of any issuer with whom CFX had invested more than 5% of the total portfolio as of June 30, 2015 and 2014:

| Issuer                                 | 2015   | 2014   |
|--|--------|--------|
| Federal Home Loan Bank                 | 7.72%  | 14.18% |
| Federal National Mortgage Association  | N/A    | 13.94% |
| Federal Home Loan Mortgage Corporation | 7.03%  | 9.00%  |
| U.S Treasury Notes                     | 44.66% | 30.83% |

**Interest Rate Risk** - CFX's Investment Policy states that portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. To the extent possible, an attempt will be made to match investment maturities with known cash needs. Investments of current operating funds shall have maturities of no longer than 24 months. Investments of debt obligation reserves, construction funds and other non-operating funds shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five and a half (5.5) years requires CFX's approval prior to purchase. However, final maximum maturity for any investment is limited to ten (10) years.

CFX uses the distribution of maturities to manage interest rate risk. As of June 30, 2015, 6% of CFX's investments had a maturity of less than 6 months, 13% had a maturity of 6 to 12 months, 43% had a maturity of 1 to 2 years, 34% had a maturity of 2 to 3 years, and 4% had a maturity of over 4 years. As of June 30, 2014, 26% of CFX's investments had a maturity of less than 6 months, 5% had a maturity of 6 to 12 months, 40% had a maturity of 1 to 2 years, 25% had a maturity of 2 to 3 years, and 4% had a maturity of over 3 years.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 2 - Deposits and Investments (Continued)**

Total distributions of maturities are as follows:

|                        | <b>As of June 30, 2015</b>    |                          |                        |                        |                     | <b>Total</b>      |
|------------------------|-------------------------------|--------------------------|------------------------|------------------------|---------------------|-------------------|
|                        | <b>(in thousands)</b>         |                          |                        |                        |                     |                   |
|                        | <b>Less than<br/>6 months</b> | <b>6 - 12<br/>months</b> | <b>1 - 2<br/>years</b> | <b>2 - 3<br/>years</b> | <b>3+<br/>years</b> |                   |
| US Treasury Securities | \$ -                          | \$ 4,604                 | \$ 45,418              | \$ 60,075              | \$ -                | \$ 110,097        |
| Federal Instruments    | -                             | 8,011                    | 26,051                 | 4,986                  | 9,368               | 48,416            |
| Corporate Note         | -                             | 2,912                    | 32,863                 | 17,234                 | -                   | 53,009            |
| Commercial Paper       | 11,188                        | 15,842                   | -                      | 2,001                  | -                   | 29,031            |
| Municipal Bond Note    | 3,001                         | 1,003                    | 1,943                  | -                      | -                   | 5,947             |
| <b>Total</b>           | <b>\$ 14,189</b>              | <b>\$ 32,372</b>         | <b>\$ 106,275</b>      | <b>\$ 84,296</b>       | <b>\$ 9,368</b>     | <b>\$ 246,500</b> |

|                        | <b>As of June 30, 2014</b>    |                          |                        |                        |                     | <b>Total</b>      |
|------------------------|-------------------------------|--------------------------|------------------------|------------------------|---------------------|-------------------|
|                        | <b>(in thousands)</b>         |                          |                        |                        |                     |                   |
|                        | <b>Less than<br/>6 months</b> | <b>6 - 12<br/>months</b> | <b>1 - 2<br/>years</b> | <b>2 - 3<br/>years</b> | <b>3+<br/>years</b> |                   |
| US Treasury Securities | \$ 20,460                     | \$ 3,313                 | \$ 33,794              | \$ 21,691              | \$ -                | \$ 79,258         |
| Federal Instruments    | 6,425                         | 9,737                    | 47,569                 | 17,933                 | 11,391              | 93,055            |
| Corporate Note         | -                             | -                        | 17,712                 | 23,378                 | -                   | 41,090            |
| Commercial Paper       | 38,608                        | -                        | -                      | -                      | -                   | 38,608            |
| Municipal Bond Note    | -                             | -                        | 3,010                  | 1,950                  | -                   | 4,960             |
| <b>Total</b>           | <b>\$ 65,493</b>              | <b>\$ 13,050</b>         | <b>\$ 102,085</b>      | <b>\$ 64,952</b>       | <b>\$ 11,391</b>    | <b>\$ 256,971</b> |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 2 - Deposits and Investments (Continued)**

**Credit Risk** - Total CFX deposits and investments are as follows:

|                                   | June 30,       |            |
|-----------------------------------|----------------|------------|
|                                   | 2015           | 2014       |
|                                   | (in thousands) |            |
| United States Treasury Securities | \$ 110,097     | \$ 79,258  |
| Commercial Paper                  | 29,031         | 38,608     |
| Federal Instrumentalities         | 48,416         | 93,055     |
| Money Market Mutual Funds         | 75,916         | 75,244     |
| Fund B                            | -              | 146        |
| Municipal Bond Note               | 5,947          | 4,960      |
| Corporate Note                    | 53,009         | 41,090     |
| <br>                              |                |            |
| Total investments                 | 322,416        | 332,361    |
| Total deposits                    | 303,140        | 310,562    |
| <br>                              |                |            |
| Total deposits and investments    | 625,556        | 642,923    |
| Restricted                        | 171,212        | 175,892    |
| <br>                              |                |            |
| Unrestricted                      | \$ 454,344     | \$ 467,031 |

Federal Instrumentalities, and U.S. Government Supported Corporate Debt Notes/Bonds are rated "AA+" by Standard & Poor's. The investments in Municipal Obligations are rated "AA" by Standard & Poor's. The Corporate Notes Standard & Poor's credit ratings are "AAA", "AA+", "AA", "AA-", "A+", and "A". The Commercial Paper is rated "A-1+" and "A-1" by Standard & Poor's. The Florida PRIME and Money Market Mutual Funds are rated "AAAm" by Standard & Poor's. The Florida State Board of Administration Fund B ("Fund B") is not rated for credit quality.

**Custodial Credit Risk** - All CFX depositories are members of the State of Florida collateral pool. The State of Florida collateral pool is a multiple, financial institution collateral pool with the ability to make additional assessments to satisfy the claims of governmental entities if any member institution fails. This ability provides protection, which is similar to depository insurance.

CFX's Investment Policy requires execution of a third-party custodial safekeeping agreement for all purchased securities and requires that securities be designated as an asset of CFX. One required exception to this policy is the amount of posted collateral required under the interest rate exchange agreement with Morgan Stanley, as described in Note 5. Under this agreement, the counterparty is holding as collateral securities valued at an amount in excess of the termination value above \$15,000,000. As of June 30, 2015, no collateral posting was requested by Morgan Stanley. As of June 30, 2014, the amount on deposit with Morgan Stanley was \$8,169,000.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 2 - Deposits and Investments (Continued)**

As of June 30, 2015 and 2014, other than the investments in the Florida PRIME Pool and Fund B, the certificates of deposit, and the collateral described above, all of CFX's securities are held in a bank's trust/custodial department in CFX's name.

**Restricted Cash and Investments** - Cash, cash equivalents and investments restricted in accordance with bond provisions and other agreements are as follows:

|   | June 30,       |           |
|---|----------------|-----------|
|   | 2015           | 2014      |
|   | (in thousands) |           |
| Reserve funds:  |                |           |
| Operations, maintenance and administrative reserve          | \$ 7,929       | \$ 6,634  |
| Renewal and replacement reserve                             | 29,706         | 18,618    |
| Collateral associated with interest rate exchange agreement | -              | 8,169     |
| Total reserve funds   | 37,635         | 33,421    |
| Bond funds:   |                |           |
| Principal and interest accounts                             | 74,963         | 74,438    |
| Reserve accounts  | 58,614         | 58,200    |
| Total bond funds  | 133,577        | 132,638   |
| Construction funds:   |                |           |
| 2010A construction funds                                    | -              | 5,506     |
| 2010C construction funds                                    | -              | 4,327     |
| Total construction funds                                    | -              | 9,833     |
| Total restricted cash, cash equivalents<br>and investments  | 171,212        | 175,892   |
| Portion related to cash and cash equivalents                | 104,220        | 98,207    |
| Portion related to investments                              | \$ 66,992      | \$ 77,685 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 3 - Due From Governmental Agencies**

Due from governmental agencies consists of the following:

|  | <b>June 30,</b>       |             |
|--|-----------------------|-------------|
|  | <b>2015</b>           | <b>2014</b> |
|  | <i>(in thousands)</i> |             |
| City of Orlando - Crystal Lake Project   | \$ 1,555              | \$ 2,333    |
| City of Orlando - Utility Reimbursement  | 5                     | -           |
| Florida Department of Transportation - Operations and<br>Maintenance Reimbursement | 2,408                 | 1,189       |
| Florida Department of Transportation - SunPass Customers'<br>use of E-PASS Roads   | 2,512                 | 1,615       |
| Florida's Turnpike Enterprise - Road Ranger Joint Contract                         | 94                    | 126         |
| Lee County - LeeWay Customers' use of E-PASS                                       | 3                     | 2           |
| Orange County - Fines/Fees   | 154                   | 103         |
|  | 6,731                 | 5,368       |
| Less current portion   | (5,964)               | (3,720)     |
|  | \$ 767                | \$ 1,648    |



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 4 - Capital Assets**

Capital assets are summarized as follows (in thousands):

|  | <u>June 30,<br/>2014</u> | <u>Additions</u>  | <u>Reductions</u> | <u>Transfers</u> | <u>June 30,<br/>2015</u> |
|--|--------------------------|-------------------|-------------------|------------------|--------------------------|
| Infrastructure (non-depreciable):                      |                          |                   |                   |                  |                          |
| Right-of-way   | \$ 658,362               | \$ 371            | \$ (3,383)        | \$ 1,951         | \$ 657,301               |
| Highways and bridges                                   | 2,535,425                | 258               | -                 | 75,302           | 2,610,985                |
| Total infrastructure (non-depreciable)                 | <u>3,193,787</u>         | <u>629</u>        | <u>(3,383)</u>    | <u>77,253</u>    | <u>3,268,286</u>         |
| Construction in progress (non-depreciable):            |                          |                   |                   |                  |                          |
| Right-of-way   | 92,605                   | 63,519            | -                 | (1,951)          | 154,173                  |
| Highways and bridges                                   | 133,575                  | 110,671           | -                 | (73,727)         | 170,519                  |
| Buildings and toll facilities                          | -                        | -                 | -                 | -                | -                        |
| Toll equipment   | 2,085                    | 7,048             | -                 | (5,553)          | 3,580                    |
| Furniture, equipment and other                         | 1,893                    | 4,175             | -                 | (5,338)          | 730                      |
| Total construction in progress (non-depreciable)       | <u>230,158</u>           | <u>185,413</u>    | <u>-</u>          | <u>(86,569)</u>  | <u>329,002</u>           |
| Property and equipment (depreciable):                  |                          |                   |                   |                  |                          |
| Toll equipment   | 93,917                   | 44                | (122)             | 5,553            | 99,392                   |
| Buildings and toll facilities                          | 163,235                  | -                 | -                 | -                | 163,235                  |
| Furniture, equipment and other                         | 57,305                   | 365               | (1,440)           | 3,763            | 59,993                   |
| Total property and equipment (depreciable)             | <u>314,457</u>           | <u>409</u>        | <u>(1,562)</u>    | <u>9,316</u>     | <u>322,620</u>           |
| Less accumulated depreciation for:                     |                          |                   |                   |                  |                          |
| Toll equipment   | (65,363)                 | (8,054)           | 82                | -                | (73,335)                 |
| Buildings and toll facilities                          | (49,736)                 | (5,376)           | -                 | -                | (55,112)                 |
| Furniture, equipment and other                         | (35,573)                 | (2,175)           | 1,038             | -                | (36,710)                 |
| Total accumulated depreciation                         | <u>(150,672)</u>         | <u>(15,605)</u>   | <u>1,120</u>      | <u>-</u>         | <u>(165,157)</u>         |
| Total property and equipment<br>being depreciated, net | <u>163,785</u>           | <u>(15,196)</u>   | <u>(442)</u>      | <u>9,316</u>     | <u>157,463</u>           |
| Total capital assets                                   | <u>\$ 3,587,730</u>      | <u>\$ 170,846</u> | <u>\$ (3,825)</u> | <u>\$ -</u>      | <u>\$ 3,754,751</u>      |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 4 - Capital Assets (Continued)**

|  | June 30,<br>2013    | Additions         | Reductions        | Transfers       | June 30,<br>2014    |
|--|---------------------|-------------------|-------------------|-----------------|---------------------|
| Infrastructure (non-depreciable):                      |                     |                   |                   |                 |                     |
| Right-of-way   | \$ 655,588          | \$ 974            | \$ (1,299)        | \$ 3,099        | \$ 658,362          |
| Highways and bridges                                   | 2,509,704           | 917               | (75)              | 24,879          | 2,535,425           |
| Total infrastructure (non-depreciable)                 | <u>3,165,292</u>    | <u>1,891</u>      | <u>(1,374)</u>    | <u>27,978</u>   | <u>3,193,787</u>    |
| Construction in progress (non-depreciable):            |                     |                   |                   |                 |                     |
| Right-of-way   | 85,142              | 10,562            | -                 | (3,099)         | 92,605              |
| Highways and bridges                                   | 51,798              | 106,058           | -                 | (24,281)        | 133,575             |
| Buildings and toll facilities                          | -                   | -                 | -                 | -               | -                   |
| Toll equipment   | 1,560               | 4,207             | -                 | (3,682)         | 2,085               |
| Furniture, equipment and other                         | 552                 | 3,794             | -                 | (2,453)         | 1,893               |
| Total construction in progress (non-depreciable)       | <u>139,052</u>      | <u>124,621</u>    | <u>-</u>          | <u>(33,515)</u> | <u>230,158</u>      |
| Property and equipment (depreciable):                  |                     |                   |                   |                 |                     |
| Toll equipment   | 90,704              | 189               | (658)             | 3,682           | 93,917              |
| Buildings and toll facilities                          | 163,229             | 5                 | 1                 | -               | 163,235             |
| Furniture, equipment and other                         | 55,455              | 1,363             | (1,368)           | 1,855           | 57,305              |
| Total property and equipment (depreciable)             | <u>309,388</u>      | <u>1,557</u>      | <u>(2,025)</u>    | <u>5,537</u>    | <u>314,457</u>      |
| Less accumulated depreciation for:                     |                     |                   |                   |                 |                     |
| Toll equipment   | (56,951)            | (9,070)           | 658               | -               | (65,363)            |
| Buildings and toll facilities                          | (44,357)            | (5,379)           | -                 | -               | (49,736)            |
| Furniture, equipment and other                         | (34,095)            | (2,313)           | 835               | -               | (35,573)            |
| Total accumulated depreciation                         | <u>(135,403)</u>    | <u>(16,762)</u>   | <u>1,493</u>      | <u>-</u>        | <u>(150,672)</u>    |
| Total property and equipment<br>being depreciated, net | <u>173,985</u>      | <u>(15,205)</u>   | <u>(532)</u>      | <u>5,537</u>    | <u>163,785</u>      |
| Total capital assets                                   | <u>\$ 3,478,329</u> | <u>\$ 111,307</u> | <u>\$ (1,906)</u> | <u>\$ -</u>     | <u>\$ 3,587,730</u> |

Total bond interest cost incurred amounted to approximately \$131,548,000 and \$133,105,000 during the years ended June 30, 2015 and 2014, respectively, of which \$36,180,000 and \$31,327,000 were capitalized as construction in progress.

**Goldenrod Project** - On March 24, 1999, CFX signed the Goldenrod Road Extension Development Agreement (the "Agreement") for the extension of Goldenrod Road to SR 528 (the "Extension"). The Agreement is between CFX and other local agencies and governments, including the City of Orlando (the "City"), Greater Orlando Aviation Authority ("GOAA") and Orange County (the "County"). Under the Agreement, each of the parties agreed to contribute a set amount toward construction of the Extension. The contributions made by each party for construction are as follows:

|                 |               |
|-----------------|---------------|
| City of Orlando | \$ 2,000,000  |
| GOAA            | \$ 4,500,000  |
| Orange County   | \$ 1,000,000  |
| CFX             | \$ 36,941,537 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 4 - Capital Assets (Continued)**

CFX's responsibilities under the Agreement were to acquire, design and construct the right-of-way for the Extension. Construction of the Extension began in January 2001 and opened to traffic in March 2004. Under the terms of the Agreement, toll revenues generated from the Extension will be distributed, first to operating cost, then to repay the contributions to each contributing party.

The construction costs of the roadway, toll plaza and toll equipment are included in CFX's capital assets. These assets will remain the property of CFX until the final payments of all contributions are made. Upon the final repayment of all contributions, ownership of the roadway will revert to the City and the City will be responsible for all future maintenance costs. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way. Since this project is a non-System project, it is reported net in the non-operating section of the statements of revenues, expenses and changes in net position. The toll revenues generated from the Extension are not pledged to CFX's bond indebtedness.

**Note 5 - Long-Term Debt**

**Revenue Bonds Payable** - A summary of changes in revenue bonds payable is as follows (in thousands):

|  | June 30, 2014 | Additions   | Deletions   | June 30, 2015 |
|--|---------------|-------------|-------------|---------------|
| Series 1990                                    | \$ 34,155     | \$ -        | \$ (10,500) | \$ 23,655     |
| Series 2007A                                   | 425,000       | -           | -           | 425,000       |
| Series 2008B1                                  | 131,025       | -           | (155)       | 130,870       |
| Series 2008B2                                  | 118,500       | -           | (165)       | 118,335       |
| Series 2008B3                                  | 149,760       | -           | (105)       | 149,655       |
| Series 2008B4                                  | 99,820        | -           | (105)       | 99,715        |
| Series 2010A                                   | 334,565       | -           | -           | 334,565       |
| Series 2010B                                   | 186,200       | -           | (5,305)     | 180,895       |
| Series 2010C                                   | 283,610       | -           | -           | 283,610       |
| Series 2012                                    | 201,925       | -           | -           | 201,925       |
| Series 2012A                                   | 59,060        | -           | -           | 59,060        |
| Series 2013A                                   | 242,320       | -           | -           | 242,320       |
| Series 2013B                                   | 174,315       | -           | (540)       | 173,775       |
| Series 2013C                                   | 107,125       | -           | -           | 107,125       |
|  | 2,547,380     | -           | (16,875)    | 2,530,505     |
| Add unamortized bond premium                   | 127,445       | -           | (8,937)     | 118,508       |
| Less unamortized bond discount                 | (220)         | -           | 110         | (110)         |
| Less current portion of revenue bonds payable  | (16,875)      | (18,975)    | 16,875      | (18,975)      |
| Revenue bonds payable - net of current portion | \$ 2,657,730  | \$ (18,975) | \$ (8,827)  | \$ 2,629,928  |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

|  | June 30, 2013 | Additions | Deletions    | June 30, 2014 |
|--|---------------|-----------|--------------|---------------|
| Series 1990                                    | \$ 43,850     | \$ -      | \$ (9,695)   | \$ 34,155     |
| Series 2003D                                   | 91,710        | -         | (91,710)     | -             |
| Series 2007A                                   | 425,000       | -         | -            | 425,000       |
| Series 2008B1                                  | 131,025       | -         | -            | 131,025       |
| Series 2008B2                                  | 118,500       | -         | -            | 118,500       |
| Series 2008B3                                  | 149,760       | -         | -            | 149,760       |
| Series 2008B4                                  | 99,820        | -         | -            | 99,820        |
| Series 2010A                                   | 334,565       | -         | -            | 334,565       |
| Series 2010B                                   | 191,345       | -         | (5,145)      | 186,200       |
| Series 2010C                                   | 283,610       | -         | -            | 283,610       |
| Series 2012                                    | 201,925       | -         | -            | 201,925       |
| Series 2012A                                   | 59,060        | -         | -            | 59,060        |
| Series 2013A                                   | 242,320       | -         | -            | 242,320       |
| Series 2013B                                   | 174,315       | -         | -            | 174,315       |
| Series 2013C                                   | -             | 107,125   | -            | 107,125       |
|  | 2,546,805     | 107,125   | (106,550)    | 2,547,380     |
| Add unamortized bond premium                   | 136,382       | -         | (8,937)      | 127,445       |
| Less unamortized bond discount                 | (330)         | -         | 110          | (220)         |
| Less current portion of revenue bonds payable  | (14,840)      | (16,875)  | 14,840       | (16,875)      |
| Revenue bonds payable - net of current portion | \$ 2,668,017  | \$ 90,250 | \$ (100,537) | \$ 2,657,730  |

In the 2002 legislative session, the Florida Legislature amended Chapter 348, Part V (now Part III of the "Expressway Act") to, among other things, revise and expand the powers of CFX to finance or refinance its projects, including the power to refund bonds previously issued on behalf of CFX by the State of Florida Division of Bond Finance of the State Board of Administration (Division of Bond Finance), through the issuance of its own bonds or other obligations. Consistent with the authority granted in the Expressway Act, CFX adopted an Authority Bond Resolution on July 2, 2002, authorizing the issuance of up to \$2,000,000,000 of additional bonds or other indebtedness to finance projects of CFX. Although not required, the first issuance of bonds by CFX under the Authority Bond Resolution was validated by the Circuit Court of the Ninth Judicial Circuit of Florida, in Orange County, Florida, on September 20, 2002.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

On January 28, 2003, the Division of Bond Finance adopted a resolution formally recognizing CFX as the issuer of bonds under that certain Master Junior Lien Bond Resolution pursuant to which the Division of the Bond Finance had previously issued bonds on behalf of CFX. CFX further adopted, on February 3, 2003, an Amended and Restated Master Bond Resolution pursuant to which CFX amended and restated the Authority Bond Resolution and the Master Junior Lien Resolution into a single, consolidated, single-lien resolution to govern the existing outstanding bonds and future bond indebtedness of CFX. All bonds or other obligations issued under the Amended and Restated Master Bond Resolution are payable from, and secured by, a pledge of net revenues from the operation of the System.

As notated in Note 1, on June 20, 2014, the Governor of Florida signed a bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. The Central Florida Expressway Authority assumed all of the debt of the former Orlando-Orange County Expressway Authority pursuant to Chapter 2014-171, Public Laws of Florida.

**Fixed Rate Debt**

The Central Florida Expressway Authority Refunding Revenue Bond, Series 2013C, was originally issued on September 12, 2013 and was outstanding in the aggregate principal amount of \$107,125,000 on June 30, 2015 and 2014. The bond was issued in the form of a bank loan directly with the bondholder, STI Institutional & Government, Inc. The bond is due in annual installments beginning on July 1, 2015 through July 1, 2032 in amounts ranging from \$800,000 to \$15,740,000, plus interest. The 2013C Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013C Bond is due and paid semiannually. The Series 2013C Bond was issued for the purpose of refunding the Series 2003D and to fund the termination payment related to the associated swap. The refunding resulted in a deferred outflow of \$15,599,396, most of which was related to the swap termination payment. The difference between the cash flow of the old debt and the cash flow of the new debt was \$3,440,975 lower post-refunding, which represents \$2,500,470 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013B, were originally issued on January 2, 2013 and were outstanding in the aggregate principal amount of \$173,775,000 and \$174,315,000 on June 30, 2015 and 2014, respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning July 1, 2015 through July 1, 2025 in amounts ranging from \$675,000 to \$20,630,000, plus interest. The 2013B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013B Bonds is due and paid semiannually. The Series 2013B Bonds were issued for the purpose of refunding the Series 2003C2 and 2003C4 Bonds and to fund the termination payments related to the associated swaps. The refunding resulted in a deferred outflow of \$42,223,850, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$4,930,327 higher post-refunding, which represents \$3,839,890 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

**Fixed Rate Debt (Continued)**

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013A, were originally issued on April 3, 2013 and were outstanding in the aggregate principal amount of \$242,320,000 on June 30, 2015 and 2014, including \$110,545,000 of serial bonds and \$131,775,000 of term bonds. The serial bonds are due in annual installments beginning on July 1, 2026 through July 1, 2032 in amounts ranging from \$7,065,000 to \$24,875,000, plus interest. The term bond is due on July 1, 2035. The 2013A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013A Bonds is due and paid semiannually. The purpose of the Series 2013A Bonds was to refund the Series 2003B Bonds for net present value savings of \$35,842,015, which represents \$60,831,999 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$2,750,505.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2012, were originally issued on November 29, 2012 and were outstanding in the aggregate principal amount of \$201,925,000 on June 30, 2015 and 2014, all of which were serial bonds. The serial bonds are due in annual installments beginning on July 1, 2017 through July 1, 2025 in amounts ranging from \$12,500,000 to \$28,005,000, plus interest. The 2012 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2012 Bonds is due and paid semiannually. See below for the purpose, economic and accounting impacts of the refunding.

The Central Florida Expressway Authority General Reserve Fund Obligation Bond, Series 2012A, was originally issued on November 29, 2012 and was outstanding in the aggregate principal amount of \$59,060,000 on June 30, 2015 and 2014. The bond was issued in the form of a subordinate bank loan directly with the bondholder, SunTrust Bank. The bond is due in annual installments beginning on July 1, 2017 through July 1, 2025 in amounts ranging from \$5,245,000 to \$8,485,000, plus interest. The 2012A Bond is payable from, and secured by, a pledge of the general fund, which is junior and subordinate to the net revenues from the operation of the expressway System pledged to senior lien parity bonds. Interest on the 2012A Bond is due and paid semiannually.

Collectively, the purpose of the Series 2012 and 2012A Bonds was to refund the Series 2003C1 and 2003C3 Bonds and to fund the termination payments on the associated swaps. The refunding resulted in a deferred outflow of \$60,159,863, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$4,470,931 higher post-refunding, which represents \$2,371,402 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

**Fixed Rate Debt (Continued)**

The Central Florida Expressway Authority Revenue Bonds, Series 2010C, were originally issued on November 10, 2010 and were outstanding in the aggregate principal amount of \$283,610,000 on June 30, 2015 and 2014, including \$27,420,000 of serial bonds and \$256,190,000 of term bonds. The serial bonds are due in annual installments beginning on July 1, 2025 through July 1, 2030 in amounts ranging from \$2,375,000 to \$16,660,000, plus interest. The three term bonds are outstanding in the following principal amounts and maturing on the following dates: \$4,750,000, due on July 1, 2035; \$89,120,000, due on July 1, 2035 and \$162,320,000, due on July 1, 2040. The 2010C Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2010C Bonds is due and paid semiannually.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2010B, were originally issued on June 30, 2010 in the aggregate principal amount of \$201,125,000, of which \$180,895,000 and \$186,200,000 were outstanding on June 30, 2015 and 2014, respectively. The bonds were issued as serial bonds and the outstanding bonds are due in annual installments on July 1, 2015 through July 1, 2029 in amounts ranging from \$5,505,000 to \$53,880,000, plus interest. Interest on the 2010B Bonds is due and paid semiannually.

The Central Florida Expressway Authority Revenue Bonds, Series 2010A, were originally issued on March 25, 2010 in the aggregate principal amount of \$334,565,000, all of which was outstanding on June 30, 2015 and 2014, including \$91,355,000 of serial bonds and \$243,210,000 of term bonds. The serial bonds are due in annual installments beginning on July 1, 2025 through July 1, 2030 in amounts ranging from \$12,855,000 to \$18,415,000, plus interest. The two term bonds are outstanding in the following principal amounts and maturing on the following dates: \$106,850,000, due on July 1, 2035 and \$136,360,000, due on July 1, 2040. Interest on the 2010A Bonds is due and paid semiannually.

The Central Florida Expressway Authority Revenue Bonds, Series 2007A, were originally issued on June 28, 2007 in the aggregate principal amount of \$425,000,000, all of which was outstanding on June 30, 2015 and 2014, including four term bonds in the following principal amounts and maturing on the following dates: \$93,465,000, due on July 1, 2032; \$83,095,000, due on July 1, 2035; \$62,555,000, due on July 1, 2037 and \$185,885,000 due on July 1, 2042. Interest on the 2007A Bonds is due and paid semiannually.

The State of Florida, Central Florida Expressway Authority Junior Lien Revenue Bonds, Series 1990, were originally issued as \$98,940,000 serial bonds and \$286,060,000 term bonds, of which \$23,655,000 and \$34,155,000 were outstanding on June 30, 2015 and 2014, respectively. A portion of the Series 1990 Bonds was refunded with the previously outstanding bonds issued by CFX in 1993. The bonds are payable solely from, and secured by, a pledge of net revenues from the operation of the expressway System and from monies received from the County pursuant to the Interlocal Agreement. The outstanding serial bonds are due on July 1, 2015 in the amount of \$11,360,000 and July 1, 2016 in amount of \$12,295,000, plus interest. Interest on the 1990 Bonds is due and paid semiannually. Because all of the then senior lien bonds were redeemed in 2003, the Series 1998 Bonds, as well as the Series 1990 Bonds, ascended to the senior level and were then on parity with the remaining outstanding Central Florida Expressway Authority Bonds.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

**Variable Rate Debt**

On May 1, 2008, CFX issued Central Florida Expressway Authority Variable Rate Refunding Revenue Bonds, Series 2008B1, 2008B2, 2008B3 and 2008B4 (collectively, "2008B Bonds"), for the purpose of refunding the Series 2005A, 2005B, 2005C, 2005D, and 2005E Bonds (collectively, "2005 Bonds"), of which \$130,870,000, \$118,335,000, \$149,655,000, \$99,715,000 and \$131,025,000, \$118,500,000, \$149,760,000, \$99,820,000 was outstanding on June 30, 2015 and 2014, respectively. The 2008B Bonds were issued in four sub-series in the initial aggregate principal amount of \$499,105,000, including Series 2008B1 in the initial principal amount of \$131,025,000; Series 2008B2 in the initial principal amount of \$118,500,000; Series 2008B3 in the initial principal amount of \$149,760,000; and 2008B4 in the initial principal amount of \$99,820,000. The Series 2008B Bonds are dated the date of their original issuance and delivery and mature on July 1, 2040. The Series 2008B Bonds were initially issued and currently outstanding in a variable rate mode, with the interest rate on the Series 2008B Bonds resetting on a weekly basis and interest payable on a monthly basis. In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. The bank rate also resets on a weekly basis and is tied to the SIFMA index plus a spread. The 2008B Bonds are subject to optional and mandatory redemption and optional and mandatory tender for purchase prior to maturity. Amortization installments for the mandatory redemption of the 2008B Bonds began on July 1, 2014.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2015, are summarized as follows (all amounts in thousands). The totals below are net of capitalized interest funds available for debt service. For purposes of this note, the interest rate applicable to variable rate bonds is the synthetic fixed rate of 4.7753% for the 2008 Bonds. None of the fees associated with liquidity, letters of credit, or remarketing arrangements are included in the chart below, nor are the incremental rates paid on any floating rate note arrangements.

|           | <u>Principal</u>    | <u>Interest</u>     | <u>Total P&amp;I<br/>Due</u> |
|-----------|---------------------|---------------------|------------------------------|
| 2016      | \$ 18,975           | \$ 120,773          | \$ 139,748                   |
| 2017      | 20,360              | 119,389             | 139,749                      |
| 2018      | 52,315              | 117,518             | 169,833                      |
| 2019      | 55,065              | 115,018             | 170,083                      |
| 2020      | 57,790              | 112,432             | 170,222                      |
| 2021-2025 | 333,220             | 518,866             | 852,086                      |
| 2026-2030 | 505,745             | 420,440             | 926,185                      |
| 2031-2035 | 635,385             | 287,373             | 922,758                      |
| 2036-2040 | 634,290             | 128,365             | 762,655                      |
| 2041-2043 | 217,360             | 10,734              | 228,094                      |
|           | <u>\$ 2,530,505</u> | <u>\$ 1,950,908</u> | <u>\$ 4,481,413</u>          |



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

**Hedging Derivative Instruments – Cash Flow Hedges**

***Variable-to-Fixed Rate Interest Rate Swaps*** - On July 13, 2004, CFX entered into five forward-starting, synthetic fixed rate swap agreements totaling \$499,105,000 ("2004 Swaps"), attributable to the \$199,645,000 Series 2005A Bonds, the \$149,760,000 Series 2005B Bonds, the \$99,820,000 Series 2005C Bonds, the \$24,940,000 Series 2005D Bonds, and the \$24,940,000 Series 2005E Bonds. On May 1, 2008, all Series 2005 Bonds were redeemed and the 2004 Swaps are now associated with the Series 2008B Refunding Bonds described above.

***Objective of Swaps and Nature of Hedged Risk:*** CFX entered into the 2004 Swaps in order to ensure its ability to fund its Five-Year Work Plan, then valued at \$1,240,300,000 and in order to manage the interest rate exposure that CFX was subject to as a result of issuing its variable rate bonds.

***Strategy to Accomplish Hedge Objective:*** In order to achieve the stated objectives, CFX issued variable rate bonds with a weekly reset and entered into swap agreements to obtain the synthetic fixed rate. In 2004, CFX entered into five separate forward-starting, interest rate swap agreements with five separate counterparties. The 2004 Swaps remained in place at the time of issuance of the 2005 Bonds.

***Summary Derivative Hedging Instruments:*** On July 13, 2004, CFX entered into five separate forward-starting, interest rate swap agreements with an effective date of March 1, 2005, all of which were associated with the Series 2005 Bonds. There was no cash exchanged at the time these forward agreements were entered into.

The interest rate swap transactions were executed in order to accomplish the synthetic fixed rates, as noted below. There are no embedded options in these contracts. A summary of these transactions and the significant terms, as well as the credit ratings on the counterparties as of June 30, 2015 and 2014, are as follows:

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

**Hedging Derivative Instruments – Cash Flow Hedges (Continued)**

|  | <u>Series 2005A</u> | <u>Series 2005B</u> | <u>Series 2005C</u>                        | <u>Series 2005D</u> | <u>Series 2005E</u> |
|--|---------------------|---------------------|--|---------------------|---------------------|
| <i>Notional Value<br/>(as of 6/30/2015)</i>          | \$199,430,000       | \$149,598,000       | \$99,715,000                               | \$24,916,000        | \$24,916,000        |
| <i>Fixed Rate</i>                                    | 4.7753%             | 4.7753%             | 4.7753%                                    | 4.7753%             | 4.7753%             |
| <i>Fixed Payer</i>                                   | CFX                 | CFX                 | CFX  | CFX                 | CFX                 |
| <i>Floating Rate</i>                                 | SIFMA               | SIFMA               | SIFMA                                      | SIFMA               | SIFMA               |
|  | Weekly Index        | Weekly Index        | Weekly Index                               | Weekly Index        | Weekly Index        |
| <i>Maturity Date</i>                                 | 1-Jul-40            | 1-Jul-40            | 1-Jul-40                                   | 1-Jul-40            | 1-Jul-40            |
| <i>Settlement</i>                                    | Monthly             | Monthly             | Monthly                                    | Monthly             | Monthly             |
| <i>Premium Paid</i>                                  | None                | None                | None                                       | None                | None                |
| <i>Counterparty</i>                                  | UBS AG              | Citibank            | Morgan<br>Stanley Capital<br>Services Inc. | RBC Dain            | JP Morgan*          |
| <i>Ratings 6/30/2014<br/>(S&amp;P/Moody's/Fitch)</i> | A/A2/A              | A/A2/A              | A-/Baa2/A                                  | AA-/Aa3/AA          | A+/Aa3/A+           |
| <i>Ratings 6/30/2015<br/>(S&amp;P/Moody's/Fitch)</i> | A/A2/A              | A/A1/A              | A-/A3/A                                    | AA-/Aa3/AA          | A+/Aa3/AA-          |

\*Originally with Bear Stearns Financial Products, Inc. By novation agreement dated April 22, 2009, this swap was transferred to JP Morgan Chase Bank, N.A.

*Type of Hedge: Discrete Cash Flow*

*Fair Value:* All of CFX's derivative instruments are considered effective cash flow hedges because they meet the consistent critical terms method criteria. Therefore, the fair value is reported as a deferred outflow on the balance sheets.

CFX has obtained independent market value evaluations of its swap transactions. These fair value estimates are based on expected forward LIBOR swap rates and discounted expected cash flows. The appropriate LIBOR percentages that relate to the tax-exempt SIFMA swap rates are applied to the LIBOR swap curve to derive the expected forward SIFMA swap rates. On a current mark-to-market basis, the net present value of the swaps would require CFX to make an estimated combined termination payment, in the event that all of the outstanding swaps were terminated on June 30, 2015 or June 30, 2014, of approximately \$168,782,310 and \$141,409,137, respectively. The change in fair value at FYE 2015 was \$27,373,173 higher than at FYE 2014. The change in fair value at FYE 2014 was \$15,594,521 lower than at the prior year end due, in part, to the termination of the swap in connection with the 2003D Bonds.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

**Hedging Derivative Instruments – Cash Flow Hedges (Continued)**

The table below provides the fair value of the Swaps:

Estimated Termination Payments Based on Net Present Value

|              | <b>June 30, 2015</b> | <b>June 30, 2014</b> |
|--------------|----------------------|----------------------|
| Series 2008B | \$ 168,782,310       | \$ 141,409,137       |

*Risks:* CFX monitors the various risks associated with the Swap Agreements. Based upon the assessment, CFX reviewed the following risks:

Credit Risk: CFX has adopted an Interest Rate Risk Management Policy whereby, prior to entering into an interest rate exchange agreement, CFX will require the counterparty to (i) have an initial rating of at least AA-/Aa3/AA- by at least one of the three nationally recognized credit rating agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies or (ii) alternatively, post suitable and adequate collateral, given the undertaking involved with the particular transaction. For all executed agreements, the counterparties met the criteria in (i) above at the time of execution.

Similar to the experience of many financial product providers in recent years, four of the five counterparties have dropped below the initial required rating levels. A summary of the credit ratings of the counterparties as of June 30, 2014 and 2015, is shown previously under *Summary of Derivative Hedging Instruments*. CFX's Interest Rate Risk Management Policy does not contain a specific requirement for collateral posting in the event of a counterparty downgrade below the minimum requirements; however, the agreements require that the counterparties post suitable and adequate collateral if the termination values were such that a payment would be due to CFX. As of June 30, 2015 and 2014, that is not the case; therefore, there is no reportable risk of loss to CFX due to credit risk. The following terms of the Swaps and all Series 2008B Bond obligations are identical:

1. The total notional amount of the Swaps equals the total issued principal amount of CFX's revenue bonds that are subject to the Swaps.
2. The re-pricing dates of the Swaps match those of the related bonds, specifically, all Series 2008B Bonds.
3. The amortization of the Swaps matches the amortization of the bonds.

CFX does not have a specific policy regarding entering into master netting arrangements, nor has it entered into any such master arrangements.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

Interest Rate Risk: CFX implemented a strategy on the Swaps associated with the Series 2008B Bonds, which was designed to provide a synthetic fixed rate.

Basis Risk: Basis risk for CFX's derivatives would be the risk that the weekly rates on its variable rate bonds would not match the index referenced in the interest rate exchange agreements. The Series 2005 variable rate bonds were issued to bear interest at the seven-day market rate, whereas the underlying swap agreements pay CFX interest at the weekly TBMA (now known as SIFMA) index rate. Since the variable rate paid by the counterparties on the interest rate swaps is the SIFMA index, CFX reasonably assumed that the hedging relationship would be highly effective in providing counterparty payments to CFX in amounts necessary to pay the synthetic fixed rate on the Series 2005 Bonds. However, during fiscal year 2008, CFX experienced some basis spread on the Series 2005 Bonds subsequent to Fitch's downgrade of Ambac, the bonds' insurer. In order to mitigate this spread, CFX took action to redeem the bonds and issued the Series 2008B Refunding Bonds, backed by letters of credit. In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. The bank rates for the Series 2008B1, Series 2008B3, and Series 2008B4 Bonds reset on a weekly basis and are tied to the SIFMA index plus a spread. Therefore, basis risk for these bonds has been eliminated during the bank rate period.

Termination Risk: CFX is subject to termination risk, but determined at the time to mitigate that risk by acquiring swap insurance policies for the swaps associated with the Series 2008B Bonds. Each of CFX's outstanding interest rate exchange agreements contains an Additional Termination Event provision, which is triggered by certain downgrades in the credit ratings of the respective parties, but each such provision is subject to the Insurer Provisions contained therein.

Under certain conditions set forth in the swap agreements, neither CFX nor the counterparty may designate an early termination date without the consent of the Insurer, unless an "Insurer Event" has occurred whereby the Swap Insurer (i) fails to meet its payment obligations under the swap, (ii) fails to maintain a minimum claims-paying ability rating or financial-strength rating from either S&P or Moody's described in the respective swap agreements or (iii) has its rating from either S&P or Moody's withdrawn or suspended and such rating is not reinstated within 30 days of such withdrawal or suspension.

Additionally, for the 2004 Swaps, a Credit Support Annex was negotiated with the counterparties. During fiscal year 2009, the insurer on the swaps now associated with the Series 2008B Bonds (the "2004 Swaps"), was downgraded below the A-/A3 (S&P/Moody's) level. As such, an Insurer Event did take place. Three of the five agreements required that CFX demonstrate that it had maintained its own rating above the A-/A3 levels to prevent a termination. CFX has maintained its ratings at A/A2; therefore, it has complied with the requirements and no termination event has occurred.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

One agreement did not consider an Insurer Event grounds for early termination, unless some additional event of default had taken place, such as failure to meet the payment obligations, none of which have taken place. One agreement required that CFX either replace the insurer with another credit support facility or post collateral in the amount of the termination value in excess of \$15,000,000, based on CFX's credit rating. CFX received the notice of an Insurer Event from this counterparty on June 25, 2009, and posted collateral in July 2009. All investment income on the security posted as collateral, and the security itself, is income to, and an asset of, CFX. Per the agreement, the counterparty could request a maximum amount of \$19,372,787 as of June 30, 2015. However, the agreement only requires CFX to post collateral at the request of the counterparty. In compliance with the agreement and the most recent request, there was not a collateral posting as of June 30, 2015, and the total collateral posting as of June 30, 2014 was valued at \$8,168,927 and is further disclosed in Note 2.

As a result of CFX's compliance with the terms of the swap agreements and each applicable Credit Support Annex, as explained above, as of June 30, 2015 and 2014, no termination events have occurred.

Notwithstanding the Insurer Provisions under the swap agreements, CFX has the option to terminate all but one of the swaps at any time upon at least two business days prior written notice to the counterparty. One agreement requires 30 days' prior written notice, a requirement which can be waived. Absent the Insurer Provisions, the counterparties may terminate the swap in the event of a default, such as: nonpayment, credit downgrade or failure to provide collateral.

Credit and Liquidity Access and Repricing Risk: For the one variable rate demand bond as of June 30, 2015 being publicly traded (not directly placed in the bank rate mode), CFX secured a letter-of-credit agreement in an amount equal to the principal amount of the bond, plus at least 35 days of interest at 12%.

Additionally, CFX has further reduced its basis and credit provider risks by placing the 2008B1, 2008B3 and 2008B4 Bonds in the bank rate mode directly with the bondholder at SIFMA plus a spread.

As of June 30, 2015, the expirations of the respective contracts were as follows:

| <u>Bond Series</u> | <u>Type/Provider</u>  | <u>Expiration Date</u> |
|--------------------|-----------------------|------------------------|
| Series 2008B1      | FRN/Barclays Bank PLC | May-20                 |
| Series 2008B2      | LOC/TD Bank           | May-16                 |
| Series 2008B3      | FRN/Wells Fargo       | Mar-16                 |
| Series 2008B4      | FRN/Wells Fargo       | Mar-16                 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

*Associated Debt:* The net cash flow of the underlying swap agreements compared to the variable rate bonds resulted in the following net cash inflows (outflows):

|         | <u>2003 Series</u>     | <u>2005 Series</u>    | <u>2008 Series</u>    | <u>Total</u>           |
|---------|------------------------|-----------------------|-----------------------|------------------------|
| FY 2003 | \$ 18,664              | \$ -                  | \$ -                  | \$ 18,664              |
| FY 2004 | 74,400                 | -                     | -                     | 74,400                 |
| FY 2005 | 67,609                 | 1,827                 | -                     | 69,436                 |
| FY 2006 | 69,018                 | 97,163                | -                     | 166,181                |
| FY 2007 | 101,643                | 82,950                | -                     | 184,593                |
| FY 2008 | 161,325                | (2,434,950)           | 61,270                | (2,212,355)            |
| FY 2009 | (8,421,180)            | -                     | (487,400)             | (8,908,580)            |
| FY 2010 | (506,773)              | -                     | (165,018)             | (671,791)              |
| FY 2011 | (1,115,769)            | -                     | (263,904)             | (1,379,673)            |
| FY 2012 | (1,742,406)            | -                     | (242,174)             | (1,984,580)            |
| FY 2013 | (6,639)                | -                     | (35,814)              | (42,453)               |
| FY 2014 | -                      | 176                   | 26,148                | 26,324                 |
| FY 2015 | -                      | -                     | 11,919                | 11,919                 |
| Total   | <u>\$ (11,300,108)</u> | <u>\$ (2,252,834)</u> | <u>\$ (1,094,973)</u> | <u>\$ (14,647,915)</u> |

*Debt Service Reserve Requirements* – CFX has purchased surety policies from bond insurers for all outstanding bonds, except for the 2008B, 2010A, 2010C, and 2012A Bonds. Bond covenants do not require minimum ratings for providers of surety policies. For the Series 2010A and 2010C Bonds, the debt service reserve is cash funded with proceeds from the bond issuance.

*Defeased Bonds* – During 1998, CFX defeased the Series 1988 Bonds by placing the proceeds of the unused portion of the 1998 Bonds and a portion of the 1998 Bonds in an irrevocable escrow account to provide for all future debt service payments. Additionally, on October 31, 2012, CFX cash defeased all of the outstanding Series 2003A Bonds by placing cash from operations in an irrevocable escrow account to provide for the payment and redemption of the bonds as of the call date of July 1, 2013. CFX also issued the Series 2013A Bonds for the purpose of redeeming all of the outstanding 2003B Bonds on the call date of July 1, 2013. Proceeds from the bond issuance were placed in an irrevocable escrow account. As of July 1, 2013, the 2003A and 2003B Bonds were redeemed and are no longer outstanding.

The purpose of these defeasances was to provide additional financing flexibility, while maintaining CFX's targeted debt service ratio. As a result, the trust account assets and the liability for the defeased bonds are not included in CFX's balance sheets. The balance of defeased bonds outstanding was \$52,100,000 and \$55,435,000 on June 30, 2015 and 2014, respectively, representing the outstanding balance on the 1988 Bonds.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

CFX maintained that it had retained the call rights on the 1988 Series Bonds. In 2004, CFX filed a declaratory action in the Ninth Judicial Circuit Court to determine CFX's rights with respect to the call rights on the 1988 Series Bonds. The business court entered an order granting summary judgment in favor of Emmet & Co., Inc., finding that CFX had not reserved its optional redemption rights with respect to the 1988 Series Bonds. This decision was upheld by the appellate Court in October 2007.

On October 31, 2012, CFX defeased all of the remaining 2003A Bonds by placing cash from operations in an escrow to provide for the total amount of principal and interest as of the call date of July 1, 2013.

Also on April 3, 2013, CFX utilized proceeds from the issuance of the Series 2013A Refunding Bonds to fund an escrow to provide for the total amount of principal and interest on the 2003B Bonds as of the call date of July 1, 2013.

Principal maturities on those defeased bonds, based on July 1 payments each year, are as follows (in thousands):

| <u>Year Ending June 30,</u> | <u>1988 Bonds</u> |
|-----------------------------|-------------------|
| 2016                        | \$ 3,595          |
| 2017                        | 3,865             |
| 2018                        | 21,500            |
| 2019                        | 23,140            |
|                             | <u>\$ 52,100</u>  |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

**Due to Governmental Agencies**

Due to governmental agencies consists of the following (in thousands):

|  | June 30, 2014     | Additions        | Deletions          | June 30, 2015     |
|--|-------------------|------------------|--------------------|-------------------|
| Advances from FDOT for construction, operations and maintenance of certain plazas and roadways | \$ 212,992        | \$ 2,407         | \$ (22,125)        | \$ 193,274        |
| Loans and advances for specific projects   | 28,782            | 87               | (10,363)           | 18,506            |
| Toll revenue due to other state agencies   | 1,579             | 73,021           | (72,707)           | 1,893             |
|  | <u>243,353</u>    | <u>75,515</u>    | <u>(105,195)</u>   | <u>213,673</u>    |
| Less current portion   | (34,022)          | (26,985)         | 34,022             | (26,985)          |
| Due to other governments, net of current portion   | <u>\$ 209,331</u> | <u>\$ 48,530</u> | <u>\$ (71,173)</u> | <u>\$ 186,688</u> |

The following is a schedule by years of the minimum future payments on the amounts due to governmental agencies (all amounts in thousands):

| Year Ending<br>June 30, | Amount            |
|-------------------------|-------------------|
| 2016                    | \$ 26,985         |
| 2017                    | 21,031            |
| 2018                    | 21,075            |
| 2019                    | 20,000            |
| 2020                    | 20,000            |
| Thereafter              | <u>104,582</u>    |
|                         | <u>\$ 213,673</u> |

Amounts included in "thereafter" are payable based on future events, as described below. Advances from the FDOT for the cost of maintenance of the Beachline Expressway, the Spessard L. Holland East-West Expressway, the Airport Interchange and the Beachline improvements, and for the cost of operations of the Conway Main, Pine Hills and Airport Plazas are paid by CFX and reimbursed by the FDOT. Under the Lease Purchase Agreement between the FDOT and CFX, most recently amended in 1986, these amounts due, are noninterest-bearing and are to be repaid out of toll revenues after the requirements for liquidation of revenue bonds and all other obligations have been met.

In February 2012, CFX entered into a Memorandum of Understanding with the FDOT to build the Wekiva Parkway, a project that will complete the bypass on the western side of the Orlando Metro Area. As part of this agreement, CFX agreed to begin repayments of the advances on July 1, 2012. The repayment schedule called for a \$10 million payment in fiscal year 2013 and \$20 million payments each July 1 beginning in fiscal year 2014 until all advances have been repaid.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 5 - Long-Term Debt (Continued)**

**Due to Governmental Agencies (Continued)**

Included in the Loans and Advances for specific projects is \$6,081,000 for advances from the Greater Orlando Aviation Authority, the City of Orlando and Orange County for the extension of Goldenrod Road. The extension is a non-System project, and revenues from this project are utilized solely to pay expenses for the extension and to reimburse the funding partners, including CFX, for their original contribution to the project.

**Note 6 - Leases**

**Operating Leases** - CFX leases excess capacity of the Fiber Optic Network (FON) to Embarq Florida, Inc. The original historic cost of this FON of \$19,172,000 is not depreciated because its expected life exceeds 100 years. This is a ten-year lease with three five-year renewal options. The annual rate of \$464,640, adjusted annually by the local Consumer Price Index, is presented as miscellaneous nonoperating revenues. If CFX terminates this agreement because of licensee's (Embarq's) default, the licensee shall pay CFX, as liquidated damages, an amount equal to the minimum total fees and charges for the remaining agreement term. There is no termination clause for the licensee except by default of CFX. The first five-year renewal was executed at the end of fiscal year 2011. The minimum future rentals for the remaining eleven months is \$425,920.

CFX leases a building located at 525 South Magnolia Ave., Orlando, FL to Women's Care Florida LLC. The assessed value of the building is \$3,100,000. This is a ten-year seven-month lease that terminates at midnight on June 15, 2021. The lease requires a 360-day notice by the tenant for termination and cannot be submitted until October 1, 2015. The minimum CFX would receive on this lease would be \$273,673 for fiscal year 2016 and \$100,894 for fiscal year 2017 for a total of \$374,567. If CFX decides to terminate the lease in fiscal year 2016, it will be obligated to pay the tenant \$261,624 for improvements and fixtures that were installed by the tenant at the commencement of the lease.

**Note 7 - Commitments and Contingencies**

**Commitments** - Outstanding construction and other significant commitments for improvements, maintenance and operation of the System totaled approximately \$375,322,000 at June 30, 2015.

**Pending Litigation** - Various lawsuits and claims arising in the ordinary course of CFX's operations are pending against CFX. Currently, CFX is party to four pending litigation claims and assessments. The first is for parcel 236 on SR 429. CFX paid a good faith estimate of \$1,791,600 on June 18, 2014. The owner estimated the property to be valued much higher and, after mediation, CFX and the owner remain at an impasse. The second is for parcel 120 on SR 429. CFX paid a good faith estimate in the amount of \$2,163,125 on August 6, 2014. Additionally, the owner is seeking business damages. The third litigation is for parcels 275 and 279 on SR 429. CFX paid a good faith estimate in the amount of \$1,463,600 on January 23, 2015. At this time, the owner has not submitted their appraisal estimate, and, in addition, has filed a business damage claim in the amount of \$553,795.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 7 - Commitments and Contingencies (Continued)**

***Pending Litigation (Continued)***

The final claim is a class action lawsuit filed on behalf of trailer owners. This lawsuit is claiming companies who rent out trailers should not be liable for violations not paid by third-party drivers of the vehicles pulling those trailers. CFX believes that state law does not support any of these claims and will vigorously defend this position. CFX has not accrued any liability in connection with any claims and the ultimate effect of such litigation cannot be ascertained at this time.

**Note 8 - Retirement Plans**

**Plan Descriptions**

*Florida Retirement System (FRS) Pension Plan* - Most employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, defined-benefit retirement plan, or defined-contribution retirement plan, administered by the Florida Department of Administration, Division of Retirement. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the state of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Employees are classified in either the regular service class or the senior management service class ("SMSC"). The SMSC is for members who fill senior-level management positions. Employees classified as SMSC may opt out of participation in the FRS. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida Legislature.

*Retiree Health Insurance Subsidy (HIS) Program* - Employees of CFX also participate in the Retiree Health Insurance Subsidy (HIS) Program, which is a cost-sharing, multiple-employer defined-benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

*Public Employee Optional Retirement Program* - Employees may participate in the Public Employee Optional Retirement Program (the "Investment Plan"), a defined-contribution retirement program, in lieu of participation in the defined-benefit retirement plan ("Pension Plan"). If the Investment Plan is elected, active membership in the defined-benefit retirement plan is terminated. Eligible members of the Investment Plan are vested at one year of service and receive a contribution for self-direction in an investment product with a third-party administrator selected by the State Board of Administration. The contribution rates for both fiscal 2015 and 2014 were 6.3% for regular class and 7.67% for senior management class.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 8 - Retirement Plans (Continued)**

**Benefits Provided** – For employees in FRS, benefits are computed on the basis of age, average final compensation and service credit. Regular class and senior management class employees who were enrolled in the FRS prior to July 1, 2011 and retire at or after age 62 with at least six years of credited service, or 30 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, based on their final average compensation of their five highest fiscal years of pay for each year of credited service. Employees enrolled on or after July 1, 2011 and who retire at or after age 65 with at least eight years of credited service, or 33 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, as explained above based on their eight highest fiscal years of pay. Using their date of enrollment as a basis, vested employees with less than the minimum years of service may retire before the minimum age and receive reduced retirement benefits. A post-retirement health insurance subsidy is also provided to eligible retired employees through the FRS defined benefit, in accordance with Florida Statutes.

In addition to the above benefits, the FRS administers a Deferred Retirement Option Program (“DROP”). This program allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

**Contributions** - Starting on July 1, 2011, Chapter 2011-68 of the Laws of Florida required members of the FRS not enrolled in DROP to contribute 3% of their salary to their retirement. Governmental employers are required to make contributions to the FRS based on statewide contribution rates. The fiscal year 2015 contribution rate applied to regular employee salaries was 7.37%, including 1.26% for a post-retirement health insurance subsidy (“HIS”). The fiscal year 2014 contribution rate was 6.95%, which included 1.20% for HIS. The fiscal year 2015 contribution rate applied to senior management salaries was 21.14%, including 1.26% HIS. The fiscal year 2014 contribution rate was 18.31%, which included 1.20% for HIS. The fiscal year 2015 contribution rate applied to the salaries of the employees in DROP was 12.28%, including 1.26% for HIS. The fiscal year 2014 contribution rate was 12.84%, which included 1.20% for HIS.

CFX’s actual contributions to the FRS for the fiscal years ended June 30, 2015 and 2014 were \$546,000 and \$473,000, respectively. Employee contributions were \$142,000 and \$134,000 for the fiscal years ended June 30, 2015 and 2014, respectively.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At June 30, 2015, CFX reported a liability of \$2,377,000 for its proportionate share of the net pension liability of FRS and HIS. The net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. CFX’s proportion of the net pension liability was based on CFX’s historical employer contributions to the pension plans for fiscal year 2013 and 2014 relative to the historical contributions of all participating employers. At June 30, 2014, CFX’s proportion was 0.0157% and 0.0151% for FRS and HIS, respectively, which was an increase of 0.0066% and a decrease of 0.0002% from its respective proportion measured as of June 30, 2013.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 8 - Retirement Plans (Continued)**

For the year ended June 30, 2015, CFX recognized pension expense of \$428,713.

At June 30, 2015, CFX reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

|   | <u>Deferred Outflows<br/>of Resources</u> | <u>Deferred Inflows<br/>of Resources</u> |
|---|---|--|
| Differences between expected and actual experience                            | \$ -                                      | \$ 59                                    |
| Changes of assumptions  | 217                                       | -  |
| Differences between projected and actual earnings on pension plan investments | 1   | 1,599                                    |
| Changes in proportion   | 958                                       | 20                                       |
| CFX contributions subsequent to the measurement date                          | 484                                       | -  |
| <b>Total</b>  | <b>\$ 1,660</b>                           | <b>\$ 1,678</b>                          |

\$484,000 reported as deferred outflows of resources related to pensions resulting from CFX contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| <u>Years Ending<br/>June 30:</u> | <u>Amount</u> |
|----------------------------------|---------------|
| 2016                             | \$ (147)      |
| 2017                             | \$ (147)      |
| 2018                             | \$ (147)      |
| 2019                             | \$ (147)      |
| 2020                             | \$ (145)      |
| Thereafter                       | \$ 232        |

**Actuarial Assumptions** – The total pension liability in the July 1, 2014 actuarial valuation for FRS and HIS was determined using the following actuarial assumptions, applied to all periods included in the measurement:

|                                       |  |
|---------------------------------------|--|
| Valuation date                        | July 1, 2014                                     |
| Measurement date                      | June 30, 2014                                    |
| Inflation                             | 2.60%  |
| Salary increases, including inflation | 3.25%  |
| Mortality                             | Generational RP-2000 with<br>Projection Scale BB |
| Actuarial Cost Method                 | Entry Age Normal                                 |

The actuarial assumptions used in the July 1, 2014 valuation were based on the results of an actuarial experience study for the period July 1, 2008 – June 30, 2013.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 8 - Retirement Plans (Continued)**

The long-term expected rate of return, net of investment expense on pension plan investments was 7.65% as of June 30, 2014. This rate was determined using a forward-looking capital market economic model. The table below shows the assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The expected real rate of return is presented in arithmetic means.

| <u>Asset Class</u>          | <u>Target Allocation</u> | <u>Annual Arithmetic Return</u> |
|-----------------------------|--------------------------|---------------------------------|
| Cash                        | 1.00%                    | 3.11%                           |
| Intermediate-Term Bonds     | 18.00%                   | 4.18%                           |
| High Yield Bonds            | 3.00%                    | 6.79%                           |
| Broad US Equities           | 26.50%                   | 8.51%                           |
| Developed Foreign Equities  | 21.20%                   | 8.66%                           |
| Emerging Market Equities    | 5.30%                    | 11.58%                          |
| Private Equity              | 6.00%                    | 11.80%                          |
| Hedge Funds/Absolute Return | 7.00%                    | 5.81%                           |
| Real Estate (Property)      | 12.00%                   | 7.11%                           |
| Total                       | <u>100.00%</u>           |                                 |

**Discount Rate** – The discount rate used to measure the total pension liability was 7.65% for FRS and 4.29% for HIS as of June 30, 2014. For FRS, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

**Sensitivity of CFX's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate** – The following presents CFX's proportionate share of the net pension liability calculated using the discount rate of 7.65% for FRS and 4.29% for HIS, as well as what CFX's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

|  | <u>FRS</u>                   |  |                              |
|--|------------------------------|--|------------------------------|
|  | <u>1% Decrease<br/>6.65%</u> | <u>Current Discount<br/>Rate<br/>7.65%</u> | <u>1% Increase<br/>8.65%</u> |
| CFX's proportionate share of the net pension liability (asset) | <u>\$ 4,100,515</u>          | <u>\$ 958,706</u>                          | <u>\$ (1,654,679)</u>        |
|  | <u>HIS</u>                   |  |                              |
|  | <u>1% Decrease<br/>3.29%</u> | <u>Current Discount<br/>Rate<br/>4.29%</u> | <u>1% Increase<br/>5.29%</u> |
| CFX's proportionate share of the net pension liability (asset) | <u>\$ 1,613,416</u>          | <u>\$ 1,418,488</u>                        | <u>\$ 1,255,780</u>          |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**Note 8 - Retirement Plans (Continued)**

**Change in Net Pension Liability** - The following is a summary of changes in net pension liability (in thousands):

|                       | July 1, 2014 | Additions | Deletions | June 30, 2015 | Due Within<br>One year |
|-----------------------|--------------|-----------|-----------|---------------|------------------------|
| Net pension liability | \$ 2,909     | \$ 1,523  | \$ 2,055  | \$ 2,377      | \$ -                   |

**Pension Plan Fiduciary Net Position** – Detailed information about FRS and HIS fiduciary net position is available in the separately issued FRS financial report. The latest available report may be obtained by writing to the Department of Management Services, Office of the Secretary, 4050 Esplanade Way, Tallahassee, FL 32399-0950 or from the website: [http://www.dms.myflorida.com/workforce\\_operations/retirement/publications/annual\\_reports](http://www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports).

**Note 9 - Risk Management**

CFX is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which CFX purchases commercial insurance.

No settlements have exceeded coverage levels in place during 2013, 2014 and 2015.

CFX is covered by the State of Florida's State Group Insurance program, a risk management pool to which risk is transferred in exchange for annual premium payments.

**Note 10 - Subsequent Events**

On July 21, 2015, CFX issued Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes"), in the principal amount of \$193,695,000. The Series 2015 Notes were issued to: (i) provide short-term financing for a portion of the Wekiva Parkway Project and (ii) pay the costs of issuance in relation to the Series 2015 Notes. Interest on the Series 2015 Notes shall be paid semiannually on the first business day of each January and July, commencing on January 1, 2016. The Series 2015 Notes shall mature on January 1, 2019 in the principal amount. CFX closed on a Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan on March 25, 2015 for an amount not to exceed \$193,695,000, which pays for 33% of CFX's expenses to construct the Wekiva Parkway. CFX expects that the Series 2015 Notes will be paid for by the TIFIA Loan after CFX's portion of the Wekiva Parkway is constructed.

On July 30, 2015, the Series 2008B2 Bond was converted to a bank rate mode, with a 3-year term, and directly placed with the bondholder. The bank rate for the Series 2008B2 Bond is reset on a weekly basis and is tied to the SIFMA index plus a spread.

On September 17, 2015, CFX entered into an Amended and Restated Continuing Covenants Agreement for the Series 2008B3 and Series 2008B4 Bonds with a 4-year term, which restated the bank rate. The bank rate for the Series 2008B3 and 2008B4 Bonds is reset on a weekly basis and is tied to the SIFMA index plus a spread.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**Note 11 - Change in Accounting Principles**

CFX participates in the FRS defined benefit pension plan and the HIS defined benefit pension plan administered by the Florida Division of Retirement. As a participating employer, CFX implemented Governmental Accounting Standards Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions*, which required employers participating in cost-sharing, multiple-employer, defined-benefit pension plans to report the employers' proportionate share of the net pension liabilities of the defined-benefit pension plans. The requirements of GASB No. 68 are being implemented prospectively, with CFX reporting its proportionate share of the actuarially determined liabilities of \$2,909,000 at July 1, 2014. In addition, CFX reported beginning deferred outflows for contributions subsequent to the measurement date of \$396,000 as of July 1, 2014. The net effect of these items was a restatement of beginning net position in the amount of \$2,513,000.

Financial information for the year ended June 30, 2014 was not restated because a measurement of net pension liability and deferred outflows of resources related to pensions as of July 1, 2013 was not available.

## **REQUIRED SUPPLEMENTARY INFORMATION**



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Trend Data on Infrastructure Condition**

CFX elected to use the modified approach to account for maintenance of its infrastructure assets starting in fiscal year 1997. The FDOT annually inspects CFX's roadways. The FDOT utilizes the Maintenance Rating Program (the "MRP") to assess the condition of the System. Copies of the MRP manual may be obtained from the State Maintenance Office, 605 Suwannee Street, Mail Station 52, Tallahassee, FL 32399-0450. The MRP manual provides a uniform evaluation system for maintenance features of the State Highway System. The roadways are rated on a 100-point scale, with 100 meaning that every aspect of the roadway is in new and perfect condition. CFX's System, as a whole, is given an overall rating, indicating the average condition of all roadways operated by CFX. The assessment of condition is made by visual and mechanical tests designed to reveal any condition that would reduce highway-user benefits below the maximum level of service. CFX's policy is to maintain the roadway condition at a MRP rating of 80 or better. The results of the last three completed inspections are as follows:

| <b>Evaluation Period</b> |               |
|--------------------------|---------------|
| <b>Fiscal Year</b>       | <b>Rating</b> |
| 2015                     | 90%           |
| 2014                     | 92%           |
| 2013                     | 91%           |

The budget-to-actual expenditures for preservation for the past five years are as follows:

| <b>Fiscal Year</b> | <b>Budget</b>         | <b>Actual</b> |
|--------------------|-----------------------|---------------|
|                    | <i>(in thousands)</i> |               |
| 2015               | \$ 26,085             | \$ 3,975      |
| 2014               | \$ 2,998              | \$ 468        |
| 2013               | \$ 7,094              | \$ 880        |
| 2012               | \$ 13,833             | \$ 13,679     |
| 2011               | \$ 11,498             | \$ 1,694      |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Schedule of CFX's Proportionate Share of the Net Pension Liability**

**Florida Retirement System (FRS) Defined Benefit Pension Plan**  
*(in thousands)*

| CFX Fiscal Year Ending June 30, | Plan Sponsor Measurement Date June 30, | CFX's Proportion of the FRS Net Pension Liability | CFX's Proportionate Share of the FRS Net Pension Liability | CFX's Covered Employee Payroll | CFX's Proportionate Share of the FRS Net Pension Liability as a Percentage of Covered Payroll | FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability |
|---------------------------------|--|---|--|--------------------------------|---|--|
| 2015                            | 2014                                   | 0.0157%   | \$ 959   | \$ 3,212                       | 29.86%  | 96.09%   |
| 2014                            | 2013                                   | 0.0091%   | \$ 1,566   | \$ 2,987                       | 52.43%  | 88.54%   |

**Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan**  
*(in thousands)*

| CFX Fiscal Year Ending June 30, | Plan Sponsor Measurement Date June 30, | CFX's Proportion of the HIS Net Pension Liability | CFX's Proportionate Share of the HIS Net Pension Liability | CFX's Covered Employee Payroll | CFX's Proportionate Share of the HIS Net Pension Liability as a Percentage of Covered Payroll | HIS Plan Fiduciary Net Position as a Percentage of Total Pension Liability |
|---------------------------------|--|---|--|--------------------------------|---|--|
| 2015                            | 2014                                   | 0.0152%   | \$ 1,418   | \$ 4,769                       | 29.73%  | 0.99%  |
| 2014                            | 2013                                   | 0.0154%   | \$ 1,343   | \$ 4,507                       | 29.80%  | 1.78%  |

**Notes:**

- 1) CFX implemented GASB Statement No. 68 for the fiscal year ended June 30, 2015, including a restatement as of June 30, 2014. Information for prior years is not available.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Schedule of CFX Contributions**

**Florida Retirement System (FRS) Defined Benefit Pension Plan**  
*(in thousands)*

| Fiscal Year<br>Ending<br>June 30, | FRS<br>Contributions in<br>Relation to the |   | FRS Contribution<br>Deficiency<br>(Excess) | CFX's Covered<br>Employee<br>Payroll | FRS Contributions<br>as a Percentage of<br>Covered Payroll |
|-----------------------------------|--|---|--|--------------------------------------|--|
|                                   | Contractually<br>Required<br>Contribution  | Contractually<br>Required<br>Contribution |  |                                      |  |
| 2015                              | \$ 424                                     | \$ 424                                    | \$ -                                       | \$ 3,212                             | 13.20%   |
| 2014                              | 344  | 344                                       | -  | 2,987                                | 11.52%   |

**Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan**  
*(in thousands)*

| Fiscal Year<br>Ending<br>June 30, | HIS<br>Contributions in<br>Relation to the |   | HIS Contribution<br>Deficiency<br>(Excess) | CFX's Covered<br>Employee<br>Payroll | HIS Contributions<br>as a Percentage of<br>Covered Payroll |
|-----------------------------------|--|---|--|--------------------------------------|--|
|                                   | Contractually<br>Required<br>Contribution  | Contractually<br>Required<br>Contribution |  |                                      |  |
| 2015                              | \$ 60                                      | \$ 60                                     | \$ -                                       | \$ 4,769                             | 1.26%  |
| 2014                              | 52   | 52  | -  | 4,507                                | 1.15%  |

**Notes:**

- 1) CFX implemented GASB Statement No. 68 for the fiscal year ended June 30, 2015, including a restatement as of June 30, 2014. Information for prior years is not available.

**OTHER SUPPLEMENTARY INFORMATION**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**Calculation of the Composite Debt Service Ratio, as Defined**  
**by the Bond Resolutions and Related Documents**

|   | <b>Years Ended June 30,</b> |                   |
|---|-----------------------------|-------------------|
|   | <b>2015</b>                 | <b>2014</b>       |
|   | <b>(in thousands)</b>       |                   |
| <b>Schedule 1</b>   |                             |                   |
| <b>Revenues:</b>  |                             |                   |
| Tolls   | \$ 339,954                  | \$ 310,727        |
| Tolls collected via UTNs  | 10,973                      | 8,406             |
| Fees collected via UTNs and UTCs  | 5,840                       | 4,351             |
| Transponder sales   | 63                          | 76                |
| Other operating   | 1,438                       | 1,164             |
| Interest  | 1,970                       | 1,594             |
| Miscellaneous   | 918                         | 880               |
| <b>Total revenues</b>   | <b>361,156</b>              | <b>327,198</b>    |
| <b>Expenses:</b>  |                             |                   |
| Operations  | 37,430                      | 35,522            |
| Maintenance   | 14,419                      | 14,302            |
| Administration  | 5,616                       | 5,081             |
| Other operating   | 2,827                       | 2,737             |
| <b>Total expenses</b>   | <b>60,292</b>               | <b>57,642</b>     |
| Add deposits into OMA reserve   | 1,295                       | 303               |
| Less advances allowable for operations and maintenance expenses received from FDOT                        | (8,663)                     | (8,507)           |
| <b>Net expenses</b>   | <b>52,924</b>               | <b>49,438</b>     |
| <b>Net revenues, as defined, inclusive of advances received from the FDOT</b>                             | <b>\$ 308,232</b>           | <b>\$ 277,760</b> |
| <b>Senior lien debt service payments</b>  | <b>\$ 140,047</b>           | <b>\$ 139,498</b> |
| <b>Senior lien debt service ratio of net revenues to debt service payments</b>                            | <b>2.20</b>                 | <b>1.99</b>       |
| Supplemental payments - County gas tax pledge   | <b>\$ 9,088</b>             | <b>\$ 8,565</b>   |
| <b>Senior lien debt service ratio of net revenues and supplemental payments to debt service payments*</b> | <b>2.27</b>                 | <b>2.05</b>       |
| <b>Subordinate Payments</b>   |                             |                   |
| SIB Loan Payment  | \$ 10,188                   | \$ 10,313         |
| FDOT Lease Purchase Agreement Payment   | 20,000                      | 20,000            |
| SunTrust Bank Loan Payment  | 1,400                       | 1,400             |
| <b>Total Subordinate Payments</b>   | <b>\$ 31,588</b>            | <b>\$ 31,713</b>  |
| <b>Subordinate Debt Service Ratio**</b>   | <b>1.80</b>                 | <b>1.62</b>       |

\*These calculations apply to the 1990 Series Bonds, which are covered by the County's gas tax pledge.

\*\*These calculations are done according to the Master Subordinate Lien Resolution.

**Note:** Revenues and expenses are presented on this schedule on the accrual basis in accordance with accounting principles generally accepted in the United States of America. Certain amounts included on the statement of revenues, expenses, and changes in net position are not part of net revenues, as defined, and are, therefore, excluded from this schedule.

**REPORTS ON COMPLIANCE  
AND INTERNAL CONTROL**



MOORE STEPHENS  
LOVELACE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Members of the  
Central Florida Expressway Authority  
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of Central Florida Expressway Authority (CFX) as of and for the year ended June 30, 2015, and have issued our report thereon dated November 12, 2015.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered CFX's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CFX's internal control. Accordingly, we do not express an opinion on the effectiveness of CFX's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Members of the  
Central Florida Expressway Authority

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether CFX's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we reported to management in a separate letter dated November 12, 2015.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CFX's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Moore Stephens Lovelace, P.A."

**MOORE STEPHENS LOVELACE, P.A.**  
Certified Public Accountants

Orlando, Florida  
November 12, 2015





MOORE STEPHENS  
LOVELACE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITOR'S REPORT  
ON COMPLIANCE WITH BOND COVENANTS**

To the Members of the  
Central Florida Expressway Authority  
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority (CFX) as of and for the year ended June 30, 2015, and have issued our report thereon dated November 12, 2015.

**Other Matter**

In connection with our audit, nothing came to our attention that caused us to believe that CFX failed to comply with the terms, covenants, provisions, or conditions of Sections 5.2, 5.5 to 5.7, 5.9, 5.10, 5.12, and 5.17, inclusive, of the Amended and Restated Master Bond Resolution dated February 3, 2003, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding CFX's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Amended and Restated Master Bond Resolution, insofar as they relate to accounting matters.

**Restricted Use Relating to the Other Matter**

This communication related to compliance with the aforementioned Amended and Restated Master Bond Resolution report is intended solely for the information and use of CFX members, management, and the bondholders and is not intended to be, and should not be, used by anyone other than these specified parties.

*Moore Stephens Lovelace, P.A.*

**MOORE STEPHENS LOVELACE, P.A.**  
Certified Public Accountants

Orlando, Florida  
November 12, 2015



MOORE STEPHENS  
LOVELACE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

### INDEPENDENT ACCOUNTANT'S REPORT

To the Members of the  
Central Florida Expressway Authority  
Orlando, Florida

We have examined the compliance of the Central Florida Expressway Authority (CFX) with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended June 30, 2015. Management is responsible for CFX's compliance with those requirements. Our responsibility is to express an opinion on CFX's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about CFX's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on CFX's compliance with specified requirements.

In our opinion, CFX complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2015.

*Moore Stephens Lovelace, P.A.*

**MOORE STEPHENS LOVELACE, P.A.**  
Certified Public Accountants

Orlando, Florida  
November 12, 2015



MOORE STEPHENS  
LOVELACE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

## MANAGEMENT LETTER

To the Members of the  
Central Florida Expressway Authority  
Orlando, Florida

### Report on the Financial Statements

We have audited the financial statements of Central Florida Expressway Authority (CFX) as of and for the fiscal year ended June 30, 2015, and have issued our report thereon dated November 12, 2015.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America and Chapter 10.550, *Rules of the Florida Auditor General*.

### Other Reports

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Governmental Auditing Standards*; Independent Auditor's Report on Compliance with Bond Covenants; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated November 12, 2015, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

### Financial Condition

Section 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not CFX has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that CFX did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

To the Members of the  
Central Florida Expressway Authority

**Financial Condition (Continued)**

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor CFX's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same.

**Annual Financial Report**

Section 10.554(1)(i)5.b. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for CFX for the fiscal year ended June 30, 2015, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended June 30, 2015. In connection with our audit, we determined that these two reports were in agreement.

**Special District Component Units**

Section 10.554(1)(i)5.d., *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. There were no special district component units that were required to provide financial information to CFX for the fiscal year ended June 30, 2015.

**Other Matters**

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the members of CFX's Board, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.



**MOORE STEPHENS LOVELACE, P.A.**  
Certified Public Accountants

Orlando, Florida  
November 12, 2015

# **F. 7.**

## **STRATEGIC MULTIMODAL INVESTMENT**



# CUTR Background

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## A Brief History

The Center for Urban Transportation Research (CUTR), established in 1988 by the Florida State Legislature, has become recognized nationally and serves as an important resource for policymakers, transportation professionals, the education system, and the public. With emphasis on developing innovative and implementable solutions to transportation problems, CUTR provides high-quality, objective transportation expertise in the form of technical support, policy analysis, and research support that translates directly into benefits for project sponsors.

A significant factor in CUTR's success and a unique aspect of the center is the responsiveness resulting from its faculty of full-time employees dedicated to conducting research. The multidisciplinary research staff includes experts in economics, planning, engineering, public policy, and geography who develop comprehensive solutions for all modes of transportation while combining academic and real-world experience.

CUTR conducts between \$12 million and \$15 million in research annually for a variety of public and private sector sponsors in Florida and the United States, including the Florida legislature, the Florida Transportation Commission, and state and local governments, agencies, and organizations. Areas of research include public transportation, transportation planning, intelligent transportation systems (ITS), transportation demand management (TDM), transportation economics and finance, geographic information systems, access management, alternative fuels, and transportation safety.

CUTR houses the National Center for Transit Research (NCTR), designated by the U.S. Congress in 1991 and reaffirmed in 1998, 2002, 2011, and 2013, and the National Bus Rapid Transit Institute (NBRTI), sponsored by the Federal Transit Administration. Through NCTR and NBRTI, CUTR conducts research projects in rapidly growing urban areas to develop innovative, pragmatic approaches that enable public transportation to meet the evolving needs of citizens.

# **STEPHEN L. REICH**

**Director, Transportation Program Evaluation and Economic Analysis  
Center for Urban Transportation Research, University of South Florida**

## **Areas of Expertise**

Transportation Finance  
Performance Metric Development  
Program Evaluation  
Automated Tolling  
Transportation Planning  
Innovative Financing  
Financial Analysis  
Toll Agency Management

## **Representative Experience**

- Has overseen \$8 million in successful transportation research at a university-based research center for sponsors from federal, state and local governments and the private sector
- Assisted in the establishment of an integrated traffic management program for a metropolitan area involving several transportation agencies.
- Developed performance metrics for transit and toll agencies in response to a legislative mandate for the Florida Transportation Commission
- Principle Investigator for an effort examining the feasibility of open road tolling in Florida
- Peer review panel member for elevated reversible express toll facility
- Successfully led a Toll Authority with 1300 employees 7major facilities and \$160 million of revenue including oversight of traffic and revenue consultants
- Structured innovative \$162 million bond financing for Baltimore/Washington International Airport
- Designed and successfully implemented major organizational restructuring for cost reduction and increased efficiency
- Conducted studies for Florida Department of Transportation and the National Center for Transit Research on Integrating Transit into Road Pricing Projects, Evaluation of Alternatively Fueled Transit Buses and the Feasibility of Bus Toll Lanes
- Partnered with a consultancy to conduct a Toll Agency Efficiency Analysis in response to a legislative mandate to the Florida Transportation Commission
- Started construction of a \$100 million toll facility expansion and implementation of an Electronic Toll Collection system
- Managed the DOT six year multi-modal Capital Program and directed statewide systems level transportation planning – including Light and Heavy Rail construction financing
- Upgraded Traffic Operations Center and linked it to a statewide center serving over 200,000 customers daily along the I-95 corridor
- Facilitated the creation of a Joint Venture Company, headquartered in Germany for the development and marketing of advanced vehicle safety systems

## **Previous Positions**

Senior Vice President Breed Technologies, Global Automotive Safety Supplier  
Executive Secretary, Maryland Transportation Authority  
Assistant Deputy Secretary, Maryland Department of Transportation  
Deputy Director, Office of Transportation Planning, Maryland Department of Transportation  
Assistant to the Administrator, Maryland State Highway Administration

## **Education**

B.S., Geography and Environmental Planning, Towson State University

## **Selected Papers/Publications/Reports/ Presentations**

- Miami-Dade Transit - Metrorail Rehabilitation Analysis
- Miami-Dade Transit - Metromover Operating Analysis
- Clean Fuels Florida Advisory Board - Strategic Fit of Clean Fuels for Florida
- Florida DOT – Integrating Public Transportation into Managed Lane Projects
- Florida DOT – Research Study Relating to the Movement of Goods in Florida
- Florida DOT – Feasibility of Exclusive Truck Facilities in Florida
- Florida DOT – Valuing the Benefits of Transportation Research
- Florida Turnpike Enterprise - Feasibility of Open Road Tolling in Florida
- Florida Turnpike Enterprise – Reorganization Study and Recommendations
- Florida Turnpike Enterprise – Performance Measures Development
- Metropolitan Planning Organization Advisory Council - An Analysis of Transportation Funding Options for Florida
- Orange County Orlando Expressway Authority - Economic Impact & Benefits of the OOCEA Five-Year Work Plan; Assessment of the Feasibility of a Temporary Toll Suspension
- Tampa Hillsborough County Expressway Authority - Assessment of the Economic & Business Impacts of the Proposed Gandy Connector; Tampa-Hillsborough County Expressway Authority Organizational Analysis; Economic Impact Assessment of THEA
- TRB Annual Meeting Proceedings - Applying Cluster Analysis Techniques to Selecting Peer Locations for Comparative Taxicab Meter Rate Analysis- with others
- TRB Annual Meeting Proceedings - Valuing Economic Impact of Transportation Research and Development: Alternative Approach to Benefit-Cost Analysis – with others
- *Joint session of the Florida Transportation Commission and TEAMFL- The Feasibility of Open Road Tolling in Florida – Tampa, FL.*
- *Research Advisory Committee to the Standing Committee on Research of AASHTO – Measuring the Benefits of Transportation Research – Kalispell, MT.*
- *The 70<sup>th</sup> Annual Meeting of the International Bridge, Tunnel and Turnpike Association on Retrofitting Existing Facilities to Open Road Tolling – San Francisco, California*
- *Joint session of Florida Transportation Commission and Floridians for Better Transportation - "Transportation Revenues in Florida – A Situational Analysis" - Orlando, FL*
- *International Bridge Tunnel and Turnpike Association - Developing Performance Metrics for Toll Authorities*
- *Florida Public Transportation Association - Analysis of Transit Contracting Models and Proper Incentives for Long-Term Success – Bonita Springs, FL*
- *International Bridge Tunnel and Turnpike Association– "Integrating Transit into Managed Lane Projects" – Submitted, pending acceptance IBTTA*