

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
May 12, 2017
9:00 a.m.

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. APPROVAL OF APRIL 13, 2017 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **APPOINTMENT OF CITIZEN MEMBER TO AUDIT COMMITTEE** – *Jay Madara, Treasurer* (action item)
2. **LEGISLATIVE UPDATE** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer* (info. item)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

3. APPROVAL OF FY 2018 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND FY 2018-FY 2022 FIVE-YEAR WORK PLAN – *Lisa Lombard, CFO and Glenn Pressimone, Director of Engineering* (action item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF

4/13/17

BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING April 13, 2017

Location: Osceola Heritage Park
Exhibition Building
Kissimmee A Meeting Room
1901 Chief Osceola Trail
Kissimmee, FL 34744

Board Members Present:

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

Board Member Participating by Phone:

Commissioner Brenda Carey, Seminole County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

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

A. CALL TO ORDER

The meeting was called to order at 11:15 a.m. by Chairman Buddy Dyer.

Chairman Dyer thanked the CFX team and the folks at Heritage Park and Osceola County for the coordination in holding the CFX meeting here today. Osceola County Commissioners Fred Hawkins and Brandon Arrington and Osceola County Manager Don Fisher talked about the ribbon cutting for the BRIDG project at NeoCity that was held prior to the Board meeting this morning.

B. PUBLIC COMMENT

1. Deb Johnson, an Alligator Lake property owner, expressed her opposition to the proposed map deletion at Alligator Lake in Osceola County.
2. Bob Hartnett invited everyone to the TEAMFL Meeting on May 4 and 5 in Orlando.
3. Kurt Ardaman of Fishback, Dominick law firm expressed his opposition to the proposed map deletion at Alligator Lake in Osceola County.

C. APPROVAL OF MINUTES

A motion was made by Mayor Jacobs and seconded by Commissioner Parks to approve the March 9, 2017 Board Meeting Minutes as presented. The motion carried unanimously with nine (9) members voting AYE by voice vote; Commissioner Carey voted via telephone.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

ACCOUNTING/FINANCE

1. Authorization to renew agreement with Wells Fargo Bank, N.A. – Contract No. 001015 (Agreement value: \$1,373,300)
2. Approval of award contract for Investment Advisor Services to PFM Asset Management, LLC (Agreement Value: Not-to-Exceed \$665,000)

ADMINISTRATIVE SERVICES

3. Approval to reallocate money in Administrative Services' FY 2017 Budget

COMMUNICATIONS AND MARKETING

4. Authorization to advertise Request for Proposals for Public Information Services – Contract No. 001298
5. Approval of Supplemental Agreement No. 2 with Day Communications, Inc. for Communications and Marketing Consultant Services – Contract No. 001002 (Agreement value: \$550,000)
6. Authorization to advertise Request for Proposals for Public Outreach Education and Communications Consultant Services – Contract No. 001299

CONSTRUCTION

7. Approval of Amendment No. 1 to the Fiber Optic Reimbursement Agreement with Sprint – Project No. 528-131 (Amendment value: Not-to-Exceed \$594,334.17)
8. Approval of Construction Contract Modifications on the following projects:
 - a. Project No. 417-625 Traffic Control Devices, Inc. (\$5,000.00)
 - b. Project No. 429-739 The Lane Construction Co. \$12,924.37
 - c. Project No. 417-733 Ranger Construction Ind. \$17,160.90

- | | | |
|------------------------|-----------------------------------|---------------|
| d. Project No. 429-202 | Prince Contracting, LLC | \$122,162.16 |
| e. Project No. 429-203 | Superior Construction Co. SE, LLC | \$0 |
| f. Project No. 429-204 | Southland Construction, Inc. | \$769,686.29 |
| g. Project No. 429-206 | GLF Construction Corp. | (\$82,104.90) |
| h. Project No. 408-127 | The Lane Construction Co. | \$114,920.01 |
| i. Project No. 528-313 | The Lane Construction Co. | \$98,141.11 |
| j. Project No. 599-624 | Traffic Control Devices, Inc. | (\$32,126.81) |
9. Authorization to advertised for construction bids for SR 528/SR 417 Interchange LED Lighting Conversion – Contract No. 001304/Project No. 599-137A
10. Authorization to advertise for construction bids for SR 408 and SR 429 Toll Plaza Air Conditioner Replacements – Contract No. 001247/Project No. 599-732A

ENGINEERING

11. Authorization to advertise for Letters of Interest for Traffic and Earnings Consultant – Contract No. 001300
12. Approval to award contract to United Signs & Signals for Systemwide Logo Panel Replacement & Service Signage – Contract No. 001238/Project No. 599-626 (Agreement value: \$363,415)
13. Approval of Supplemental Agreement No. 8 with URS Corporation Southern, Inc. for Post Design Consultant Services on SR 408/SR 417 Ultimate Interchange Improvements, Phase II – Contract No. 000818/Project No. 253F (Agreement value: Not-to-Exceed \$781,357.45)
14. Approval of Supplemental Agreement No. 1 with Dewberry Engineers, Inc. for SR 417 Widening from Econlockhatchee Trail to Seminole County Line – Contract No. 001153/Project No. 417-134 (Agreement value: Not-to-Exceed \$416,197.12)
15. Approval of Reimbursement Agreement with Florida's Turnpike Enterprise for SR 417 Widening from Econlockhatchee Trail to the Seminole County Line – Contract No. 001153/Project No. 417-134 (Agreement value: \$416,197.12)

INFORMATION TECHNOLOGY (IT)

16. Approval of Contract with Carousel Industries for annual maintenance on the IT Extreme Network Switches in the Data Center and Floor Stacks (Agreement value: \$53,558.90)
17. Approval of Contract with Avaya for Maintenance Support on the CFX Phone System (Agreement value:: \$310,393.08)

INTERNAL AUDIT

18. Acceptance of the following Internal Audit Reports:
- Prior Audit Recommendations: Semi-Annual Follow-up
 - Procurement and Contract Billing Audit
 - Call Center Staffing Model Development
 - Vendor Security Review

MAINTENANCE

19. Approval to award contract for Roadway and Bridge Maintenance Services to HDR/ICA – Contract No. 001152 (Agreement value: \$9,271,953)

RECORDS MANAGEMENT

20. Approval of Records & Information Management Program Policy and Resolution

TOLL OPERATIONS

21. Approval of Extension of Interlocal Agreement between CFX and UCF for the Wrong-Way Driving Phase 3 Study – Contract No. 001143 (Agreement value: \$225,000)

A motion was made by Mayor Jacobs and seconded by Mr. Scheeringa to approve the Consent Agenda as presented. The motion carried unanimously with nine (9) members voting AYE by voice vote; Commissioner Carey voted via phone.

Later in the meeting, the Consent Agenda was further discussed.

At Chairman Dyer's request, Director of Engineering Glenn Pressimone elaborated on Consent Agenda items #14 and #15.

Ms. Kelley requested that Consent Agenda item #17 be pulled for discussion. CFX recently learned that Avaya is filing Chapter 11, so we ask that the Avaya contract provide for monthly payments instead of a lump sum amount.

A motion was made by Mayor Jacobs and seconded by Commissioner Parks to reconsider the vote to approve the Consent Agenda. The motion carried unanimously with nine (9) members voting AYE by voice vote; Commissioner Carey voted via phone.

A motion was made by Mayor Jacobs and seconded by Ms. Herr to approve the Consent Agenda with the exception of Item #17. The motion carried with nine (9) members voting AYE by voice vote; Commissioner Carey voted via phone.

A motion was made by Mayor Jacobs and seconded by Ms. Herr to approve the revision to Consent Agenda Item #17 for the revision of the Avaya contract as discussed. The motion carried with nine (9) members voting AYE by voice vote; Commissioner Carey voted via phone.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Dyer reported that the ribbon cutting for the much anticipated UCF Downtown Campus will be taking place on May 11, which is the CFX scheduled board meeting date. We have moved our board meeting to May 12 at 9:00 am to avoid a conflict with the UCF event.

Earlier this month Chairman Dyer and Laura Kelley met with FDOT Secretary Cone, Turnpike Director Diane Scaccetti and several of Ms. Scaccetti's staff regarding the Toll Reciprocity Agreement. Ms. Kelley and her team will begin negotiations with the Turnpike in May with the goal to reach an agreement no later than September.

Chairman Dyer reported on discussions with FDOT Secretary Cone regarding the valuation for purchase of FDOT's sections of our regional expressways. Seminole County, Osceola County and the City of Orlando have adopted resolutions of support. Orange and Lake County are planning to adopt resolutions later this month. Brevard County is also considering weighing in.

2. TREASURER'S REPORT

Mr. Madara reported that toll revenues for February were \$32,252,115 which is 2% above projections and 3% above prior year. CFX's total revenues were \$36.0 million for the month.

Total OM&A expenses were \$6.8 million for the month and \$41.3 million year-to-date, which is 10% under budget.

After debt service the total net revenue available for projects was \$15 million for February and \$126 million year-to-date. Our projected year end senior lien debt service ratio is 2.06 which is higher than our budgeted ratio of 1.98

3. EXECUTIVE DIRECTOR'S REPORT

Laura Kelley provided the Executive Director's Report in written form.

In addition, Ms. Kelley mentioned the following items:

- Due to the increase in road construction projects in Central Florida, CFX is starting to focus on a possible shortage of material, labor, etc. We know this is going to be an issue down the road. In our Work Plan being presented today, escalation rates were built into the process so that we are prepared for possible cost increases.

- At Ms. Kelley's request, Chief of Staff/Public Affairs Officer, Michelle Maikisch talked about the Issue Brief, which is a synopsis of the four issues that CFX is working on with FDOT/Turnpike Enterprise. Ms. Maikisch asked the Board members to provide feedback on the Issue Brief.
- Ms. Maikisch reported on the IBTTA Communications and Administration Workshop in Tampa that she co-chaired last month.
- Ms. Kelley reported that we opened a reload lane on SR 417 (John Young Parkway Plaza) last month and plan to open a reload lane on SR 429 (Forrest Lake Plaza) next month.
- Ms. Kelley showed slides of the Wekiva Parkway tour that CFX provided to the Lyman High School Magnate engineering students last month.

F. REGULAR AGENDA ITEMS

1. PRESENTATION OF DRAFT FY 2018 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND DRAFT FY 2018-FY 2022 FIVE-YEAR WORK PLAN

CFO Lisa Lumbar presented the Draft FY 2018 Operations, Maintenance & Administration Budget.

	FY 2017 Budget	FY 2018 Budget	Change	%
Operations Budget	\$52,180,152	\$57,219,317	\$5,039,166	9.7%
Maintenance Budget	\$17,131,201	\$17,804,909	\$673,708	3.9%
Administration Budget	\$7,811,620	\$8,213,774	\$402,154	5.4%

Ms. Lumbar explained the proposed cost increases and decreases, projected revenues, proposed OM&A expenses and Debt Service Ratio.

Director of Engineering Glenn Pressimone presented the Draft FY 2018 – FY 2022 Five-Year Work Plan, which totals \$1.6 billion. Mr. Pressimone explained the funding distribution and the major projects in the Work Plan.

Ms. Lumbar confirmed that the Work Plan is fully fundable. It will require additional debt of approximately \$835 million. The debt coverage ratios meet our 1.60 planning target.

The Board members were asked to review the proposed Budget and Work Plan over the next month and provide feedback to CFX staff. The final Budget and Work Plan will be presented for approval at the May Board meeting.

The Board members asked questions and provided verbal comments regarding the draft Budget and Work Plan.

The Board members expressed their concerns about the impacts to downtown Orlando traffic during the I-4 construction next summer. They suggested that CFX look into ways to reduce the impacts.

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

2. LEGISLATIVE UPDATE

Chief of Staff/Public Affairs Officer Michelle Maikisch gave an update on Federal and State legislative items.

(Mayor Jacobs exited the meeting at the beginning of this presentation.)

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

G. BOARD MEMBER COMMENT

1. Michael Scheeringa requested that CFX staff report on actions that have been implemented in the last 24 months.
2. Commissioner Hawkins thanked everyone for making the trip to Osceola County.
3. Andria Herr thanked the CFX team for continuing to inspire engineering students.
4. Chairman Dyer reminded everyone that the next meeting will be held on Friday, May 12 at 9:00 a.m. at CFX.

H. ADJOURNMENT

Chairman Dyer adjourned the meeting at 12:16 p.m.

Buddy Dyer
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2017.

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com 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

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA May 12, 2017 (Revised 5/8/17)

ACCOUNTING/FINANCE

1. Approval of Roadway Insurance Policy with Zurich American Insurance Company (Policy cost: \$681,855)
2. Approval of Revised Debt Policy and Resolution
3. Approval of Revised Interest Rate Risk Management Policy and Resolution

CONSTRUCTION

4. Authorization to advertise for construction bids for S.R. 429 Wekiva Parkway Landscaping – Contract No. 001289/Project 429-824
5. Authorization to advertise for construction bids for S.R. 417/Boggy Creek Road Systems Interchange Landscape Improvements – Contract No. 001311/Project 417-301D
6. Authorization to advertise for construction bids for Goldenrod Road Resurfacing from Lee Vista Blvd. to Narcoossee Road – Contract No. 001317/Project 800-903E
7. Authorization to advertise for CEI services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line – Contract No. 001315/Project 417-135
8. Approval of final ranking and authorization to enter into fee negotiations with CDM Smith, Inc. for S.R. 408/S.R. 417 Interchange Improvements Phase 2 – Contract No. 001278/Project 408-253G
9. Approval of construction contract modifications on the following projects:
 - a. Project 599-526B Sice, Inc. (\$31,301.91)
 - b. Project 429-206 GLF Construction Corp. \$68,998.09
 - c. Project 429-202 Prince Contracting LLC \$115,330.85
 - d. Project 528-313 The Lane Construction Corp. \$30,437.14

ENGINEERING

10. Approval of contract award to the Horizon Engineering Group, Inc./Sema Construction for S.R. 408/S.R. 417 Interchange Improvements Phase 2 Design/Build Services – Contract No. 001266 (Agreement value: \$63,700,000)
11. Approval of contract award to Preferred Materials for S.R. 408 Milling & Resurfacing from the Lake Underhill Bridge to Yucatan Drive – Contract No. 001268/Project 408-739 (Agreement value: \$6,197,428.98)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

12. Authorization to advertise for Letters of Interest for Interchange Modification Report Consultant Services for S.R. 429/Florida's Turnpike Systems Interchange – Contract No. 001316/Project 429-144
13. Authorization to advertise for Letters of Interest for Design Consultant Services for S.R. 528/S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road – Contract No. 001314/Project 528-143
14. Authorization to advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from John Young Parkway to Landstar Blvd. – Contract No. 001313/Project 417-142
15. Authorization to advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from International Drive to John Young Parkway – Contract No. 001312/Project 417-141

INTERNAL AUDIT

16. Approval of contract renewal agreement with Protiviti, Inc. for Internal Auditing Services – Contract No. 000931 (Agreement value: \$499,000)
17. Approval of contract renewal agreement with Protiviti, Inc. for Payment Card Industry (PCI) Compliance Audit Services – Contract No. 000960 (Agreement value: \$65,000)

LEGAL

18. Authorization to accept Settlement Agreement in the amount of \$356,700 for the taking of Parcel 250 (Odis & Polly Dover, et al), Project 429-204
19. Authorization to accept Settlement Agreement in the amount of \$573,716.00 for Parcel 153 (Ponkin Road Property, LLC), Project 429-202
20. Approval to serve Offer of Judgment in the amount of \$338,150 for Parcel 252 (Anthony Randall Carter, et al)
21. Approval to serve Offer of Judgment in the amount of \$695,075 for Parcel 253 (Aran Glen Carter, et al)
22. Approval to serve Offer of Judgment in the amount of \$225,000 plus statutory attorney's fees and expert fees and costs for Parcel 288, Project 429-205 (Thomas Olin Mahaffey, Jr. & Julia Mahaffey)
23. Authorization to accept mediated settlement in the amount of \$699,990 for Parcel 292 (Kimberly Buchheit), Project 429-205

MAINTENANCE

24. Authorization to advertise Request for Proposals for Systemwide Landscape Maintenance Services for S.R. 408, S.R. 417, S.R. 528, S.R. 429, S.R. 414, S.R. 451 and CFX Headquarters Building – Contract No. 001309

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25. Approval of contract renewal with Kisinger Campo & Associates for Bridge Inspection Services – Contract No. 001127 (Agreement value: \$350,000)
26. Approval of contract renewal with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services – Contract No. 000988 (Agreement value: \$300,000)

PROCUREMENT

27. Approval of Amendments to Procurement Policy and Resolution

SPECIAL PROJECTS

28. Approval to purchase E6 Readers from Amtech in support of the Toll System Upgrade Project (total cost of \$703,500)

TECHNOLOGY

29. Authorization to advertise for bids for the procurement of High Definition CCTV Cameras for use on the CFX ITS network – Project 599-528

TOLL OPERATIONS

30. Approval of Purchase Order to Cummins-Allison Corp. for bill & coin counters for the plazas (Purchase Order amount: \$117,708)
31. Approval of contract renewal agreement with TransCore, LP for System Hardware Maintenance - Contract No. 000178 (Agreement value: \$6,850,870.12)
32. Approval of contract renewal agreement with TransCore, LP for System Software Maintenance – Contract No. 000179 (Agreement value: \$1,956,279.07)
33. Approval of Express Services, Inc., d/b/a Express Employment Professionals as subconsultant for the Toll Facilities Operations and Management Services Contract with AECOM Energy & Construction, Inc. – Contract No. 001286
34. Approval of AceApplications, LLC as subconsultant for the E-PASS and VES Enforcement Operations Contract with Egis Projects, Inc. – Contract No. 001105

FOR INFORMATION ONLY

35. Notification that MSE Group, LLC will replace 3E Consultants, Inc. as a subconsultant to Inwood Consulting Engineers, Inc. – Contract No. 001249/Project No. 599-222

CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, CFO 

DATE: May 1, 2017

SUBJECT: Approval of Roadway Insurance Policy with Zurich American Insurance Company

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for risk management advice and the solicitation and evaluation of proposals for insurance coverage. CFX's current insurance policy is with Zurich American Insurance Company (Zurich). This policy which covers damage or loss to bridges, overpasses and toll plaza infrastructure, expires on June 30, 2017.

This year's policy was the final year of a three year rate guarantee program with Zurich. Gallagher was able to negotiate with Zurich another guarantee rate program for three additional years starting fiscal year 2018, with a rate reduction of 5%. Gallagher also reached out to two other carriers (Chubb Group of Insurance Companies and Starr Indemnity & Liability Company) both of which declined to give a quote. The insurance premium for fiscal year 2018 is \$631,855, and the broker fee is \$50,000. This is an increase of 6.6% over fiscal year 2017. CFX's total insured value increased 13% due to adding the Wekiva Parkway. Gallagher recommends accepting this year's policy with Zurich.

CFX staff concurs with the recommendations of the broker and requests the Board to authorize staff to execute fiscal year 2018's policy for \$681,855.

Insurance Proposal Prepared For

Central Florida Expressway Authority

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

Presented: April 20, 2017



Arthur J. Gallagher & Co.

Central Florida Expressway Authority

Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

Current State of Florida Property Insurance Market

Florida's property insurance is dynamic, fluctuating dramatically when industry events occur. We have partnered with CFX during both "hard" markets and "soft" market periods. We have been able to provide CFX with competitive insurance pricing, and needed capacity during both of these periods. Over the past decade, we've seen four hard market cycles:

- The first, in 2002, was a market-wide hardening following the events of 9/11.
- The second occurred in 2005/06 for catastrophic windstorm areas of the Southeast following the widespread hurricane damage as a result of hurricanes Charlie, Ivan, Francis, Jean, Katrina, Rita and Wilma.
- Third, in 2009, following a global reduction in capacity due to the financial crisis, a brief hard market took place for catastrophe property in Q1 2009, followed by a softening in the market later that year.
- Lastly, in 2012, we experienced hard market conditions driven by two primary factors 1) industry wide-losses in 2011 and 2) increased perception of risk through new catastrophe modeling, RMS version 11. The latter had the greatest impact on our Central Florida governmental clients.

Fortunately, the past five years have been favorable to the insurance industry, with a limited amount of losses occurring. Additionally, the pace of new capital entering the industry is out-pacing demand, leading to a favorable buyers market.

CFX Bridges Program History

Despite the dynamic catastrophe property market in Florida, Gallagher has been able to help CFX achieve significant rate reductions since our inception as your broker. The initial rate reduction achieved by CFX in 2004 was approximately 35% by going to a stand-alone program. Since then, your rate has decreased by an additional 44%, including an 18% reduction in 2012 which was guaranteed through a three-year policy term.

Policy Year	Total Insured Values	Wind Limit	Annualized Premium Incl. Terrorism	TIV Change	Annual Rate	Rate Change
2004-2005	\$476,000,000	\$100,000,000	\$441,728	-	\$ 0.0928	-35%
2005-2006	\$568,096,329	\$100,000,000	\$500,004	19%	\$ 0.0880	-5%
2006-2007	\$628,563,474	\$50,000,000	\$810,761	11%	\$ 0.1290	47%
2007-2008	\$824,472,840	\$50,000,000	\$873,259	31%	\$ 0.1059	-18%
2008-2009	\$919,750,747	\$75,000,000	\$912,088	12%	\$ 0.0992	-6%
2009-2010	\$1,044,830,611	\$75,000,000	\$929,899	14%	\$ 0.0890	-10%
2010-2011	\$1,003,312,997	\$75 MM AOP \$50 MM Named Wind	\$701,316	-4%	\$ 0.0699	-21%
2011-2012	\$1,018,635,884	\$75 MM AOP \$50 MM Named Wind	\$647,343	2%	\$ 0.0635	-9%
2012-2013*	\$1,107,676,346	\$100,000,000	\$578,684	8%	\$ 0.0522	-18%
2013-2014*	\$1,107,048,341	\$100,000,000	\$578,324	-0.5%	\$ 0.0522	0%
2014-2015*	\$1,126,066,391	\$100,000,000	\$589,127	2%	\$ 0.0523	0%
2015-2016*	\$1,171,174,715	\$100,000,000	\$591,933	4%	\$ 0.0500	-3%
2016-2017*	\$1,273,700,873	\$100,000,000	\$639,307	9%	\$ 0.0500	0%
2017-2018**	\$1,436,621,223	\$100,000,000	\$681,855	13%	\$ 0.0475	-5%
*Policy Issued on a 4-Year Term, with Guaranteed Policy Rate						
**Policy Issued on a 3-Year Term, with Guarantee Policy Rate						

Central Florida Expressway Authority

Executive Summary (Cont.)

2017 Property Insurance Renewal – Bridges & Toll Structures

In 2014, Gallagher recommended that CFX extend its current 3 year policy rate guarantee beyond its expiration in 2015. This allowed CFX to lock in the historically low rates through 2017 and avoid uncertainty with the Florida property insurance market. It is almost unheard of in Florida for an insurance company to guarantee property insurance rates, as reinsurance costs and markets can change dramatically year-to-year. We were extremely pleased at this guarantee, which locks in historically low rates for CFX.

Due to 2012 hard market conditions, the “as is” program at the time would have left CFX with a premium increase of 23% higher than in 2011. The Zurich program we were able to negotiate actually decreased CFX’s program costs from 2011. This was during a market when all of our clients in Central Florida felt dramatic premium increases. Overall, this led to a \$215,000 reduction for CFX between the two options!

Additionally, Zurich continues to offer broader conditions than nearly all insurance clients in the Central Florida area, including a low, flat named windstorm deductible which would reduce CFX’s insurance deductible by millions of dollars versus industry standard percentage deductibles.

In 2017, the Zurich 3 year term expires, so Gallagher actively marketed the insurance program to other specialists in the infrastructure insurance arena. We used this leverage to get Zurich to agree to a rate reduction of -5% as shown above, as well as providing CFX the option to purchase up to \$250M of coverage if it desires. The second most competitive offer was from Chubb/ACE – an underwriter who specializes in bridge placements including FDOT/FTE; however, their pricing came in at \$1,200,000 which was nearly double the Zurich renewal offer. Starr also declined to quote due to the competitiveness of the current Zurich premiums. Both other carriers like CFX’s risk; however, due to catastrophe modeling their pricing models could not be competitive.

Other Renewal Options for Consideration

- **Loss of Revenue, Non-Physical Damage** – Gallagher would recommend evaluating the alternative options that may be available to address revenue loss associated with suspensions in toll operations. Primarily regarding suspension orders that are given as a result of hurricane evacuation orders. Since this type of program has never been negotiated for any Florida toll authorities, we would recommend having Gallagher pursue this option to determine its feasibility. There is market interest in these types of programs; however, the costs are unknown.
- **Cyber Risks** – We have discussed cyber liability with the Authority as a potential insurance line to consider due to the volume of personal data maintained by the Authority. We are happy to provide further information on this should CFX desire.

We appreciate your continued business and look forward to your further review of this proposal.

Chris Connelly

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

Chris Connelly
Thursday, April 20, 2017



Our Team and Commitment



Central Florida Expressway Authority

Service Team

Chris Connelly has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL
Chris Connelly, ARM-P, ARE Area Senior Vice President	407-563-3513	Chris_Connelly@ajg.com
Carmen Bishop, AAI Client Service Manager Sr.	407-563-3546	Carmen_Bishop@ajg.com

Arthur J. Gallagher Risk Management Services, Inc.
Main Office Phone Number: (407) 370-2320

Central Florida Expressway Authority

Named Insured

LINE OF COVERAGE	NAMED INSURED
Property - Bridges	Central Florida Expressway Authority

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

Central Florida Expressway Authority

Location Schedule

LINE OF COVERAGE	LOCATION ADDRESS
Property - Bridges	Per Statement of Values

Central Florida Expressway Authority

Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Zurich American Insurance Company	Property - Bridges	Recommended Quote	\$631,855.00
Chubb Group of Insurance Companies	Property - Bridges	Declined to Quote - Pricing not Competitive / \$100M Limit Pricing at \$1.2M on the \$1.436M TIV.	
Starr Indemnity & Liability Company	Property - Bridges	Declined to Quote - Pricing not Competitive / Can't Meet Target Pricing	

Central Florida Expressway Authority

Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Zurich American Insurance Company	A+ XV	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

LEVEL	CATEGORY	Financial Size Categories (In 5000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)			
A++, A+	Superior				
A, A-	Excellent	FSC I	Up to 1,000	FSC IX	250,000 to 500,000
B++, B+	Good	FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
B, B-	Fair	FSC III	2,000 to 5,000	FSC XI	750,000 to 1,00,000
C++, C+	Marginal	FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
C, C-	Weak	FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
D	Poor	FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
E	Under Regulatory Supervision	FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
F	In Liquidation	FSC VIII	100,000 to 250,000		
S	Suspended				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

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Central Florida Expressway Authority

Insurance Company Ratings and Admitted Status (Cont.)

BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)			
<p>A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.</p>			
Best's Financial Strength Rating (FSR) Scale			
Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
<p>* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "++" or a minus "-".</p>			
FSR Non-Rating Designations			
Designation Symbols	Designation Definitions		
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.		
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.		
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information, or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.		
Rating Disclosure – Use and Limitations			
<p>A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.</p>			
<p>BCRs are distributed via the AMBRS website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMBRS website. BCRs are proprietary and may not be reproduced without permission.</p>			
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Central Florida Expressway Authority

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Property - Bridges	Premium	Zurich American Insurance Company (Zurich Insurance Group Ltd)	\$589,307.00	Zurich American Insurance Company (Zurich Insurance Group Ltd)	\$631,855.00
	Estimated Cost Annualized Cost		\$589,307.00		\$631,855.00
Broker Fee			\$50,000.00		\$50,000.00
Total Estimated Program Cost			\$639,307.00		\$681,855.00

Quote from Zurich American Insurance Company (Zurich Insurance Group Ltd) is valid until 7/1/2017

Gallagher is responsible for the placement of the following lines of coverage:

Property - Bridges
 Package - Property Including Boiler & Machinery and Crime, General Liability Including Public Officials E&O / Employment Practices Liability, Auto Liability and Workers Compensation

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Central Florida Expressway Authority

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Zurich American Insurance Company (Zurich Insurance Group Ltd)	Property - Bridges	3 Year Policy Payable in Annual Installments due Within 30 Days	Agency Bill



Your Program



Central Florida Expressway Authority

Program Details

Coverage: Property - Bridges
Carrier: Zurich American Insurance Company
Policy Period: 7/1/2017 to 7/1/2020

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Applies	Yes	N/A

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Limit Of Liability	Limit	\$100,000,000	Any One Occurrence
Physical Damage Coverage to the Covered Property	Sublimit	\$100,000,000	Any One Occurrence
Loss of Revenue	Sublimit	\$100,000,000	Any One Occurrence
The maximum amount the Company will pay for loss or damage in any one occurrence, and/or in the aggregate annually for loss or damage from all occurrences, shall not exceed the following amounts			
By The Peril Of Earthquake	Limit	\$100,000,000	Annual Aggregate
By The Peril Of Flood	Limit	\$100,000,000	Annual Aggregate
By The Peril Of Named Storm ("Per Occurrence" Will Be Endorsed For This Peril)	Limit	\$100,000,000	Annual Aggregate

Deductibles/SIRs:

TYPE	COVERAGE	AMOUNT	ADDITIONAL INFO
Deductible	Physical loss of or damage to Covered Property, unless otherwise shown below	\$100,000	
Deductible	Physical Loss Of Or Damage To Surveillance Equipment	\$100,000	
Deductible	As Respects Earthquake	\$100,000	
Deductible	As Respects Flood	\$100,000	
Deductible	As Respects Named Storm	\$500,000	Flat Deductible
Deductible	Loss of Revenue - Waiting Period	7 Days	

Central Florida Expressway Authority

Program Details (Cont.)

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
The Policy Shall Pay No More Than The Following Liability In Any One Occurrence		
Accounts Receivable	Sublimit	\$5,000,000
Interruption by Civil or Military Authority		14 Days
Expediting Expense	Sublimit	\$2,500,000
Extra Expense	Sublimit	\$10,000,000
Or 25% of the amount of insured physical loss of or damage to Covered Property whichever is less - Debris Removal Coverage	Sublimit	\$10,000,000
Fire Department Service Charges	Sublimit	\$1,000,000
Ingress and Egress		14 Days
Loss Adjustment Expense	Sublimit	\$500,000
Newly Acquired Locations	Sublimit	\$10,000,000
Ordinance or Law / Demolition or Increased Cost of Construction	Sublimit	\$10,000,000
Transit - any one conveyance	Sublimit	\$2,500,000
Valuable Papers & Records	Sublimit	\$2,500,000
Terrorism	Sublimit	\$100,000,000
Pollutant Clean Up & Removal	Limit	\$250,000

Valuations:

DESCRIPTION	LIMITATIONS
Other	Covered Property: The Actual Cost To Repair Or Replace The Lost Or Damaged Property, Valued As Of The Time And Place Of Loss, With Material Of Like Kind And Quality, Less Betterment. If Not So Replaced, Loss Shall Be Settled On An Actual Cash Value Basis With Proper Deduction For Depreciation And Exclusive Of Profit And Overhead.
Other	Transit: The Invoice Cost Plus Accrued Shipping Charges Less Shipper's Liability, If Any.
Actual Loss Sustained	Loss Of Revenue Subject To The Stated Coverage And Specified Indemnity Period.

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Endorsements include, but are not limited to:

DESCRIPTION
Policy Form: Zurich Operational Civil Works Policy; Edition Date Has Changed From Expiring. Carrier Confirmed No Material Changes.
Schedule of Locations & Values Insured

Central Florida Expressway Authority

Program Details (Cont.)

Endorsements include, but are not limited to:

DESCRIPTION
Multi-Year Policy Term - Per CWP-104
Terrorism Coverage See attached Disclosure Notice
Debris Removal Clean-Up and Decontamination Endorsement
Construction Property General Conditions
Loss of Revenue Amendment

Exclusions include, but are not limited to:

DESCRIPTION
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Property Excluded - Aircraft; Rolling Stock; Watercraft; Land/Land Values; Electrical/Gas/Water Or Other Transmission Line And Related Plants And Substations; Offshore Rigs & Platforms; Property Sold Under Conditional Sale; Shipments By Mail, Parcel Post And Those Shipments To And From Alaska Or Hawaii; Overseas Shipments And Others Per The Policy.
Exclusions - Consequential Loss; Error/Omission Or Deficiency In Design, Plans, Workmanship, Specifications Or Materials; Wear & Tear; War; Nuclear; Mysterious Disappearance & Inventory Shortage; Employee Dishonesty, Fraud & Infidelity; Fungus; Pollution & Contamination; Asbestos; Normal Subsidence & Settling; And Other Per The Policy.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Carrier Breakdown Of Values By Structure & Location Attached - Addendum A
Policy Territory - This Policy covers the 50 states comprising the United States of America and District of Columbia unless otherwise endorsed to the Policy.
Covered Property - This Policy Insures Against Direct Physical Loss Or Damage To Real & Personal Property From A Covered Cause Of Loss And Any Resulting Loss Of Revenue As More Fully Defined Within The Policy.
Cancellation Provision: 60 Days Except 10 Days For Nonpayment Of Premium
Multi-Year Policy Term. The following conditions apply at each anniversary date during the term of this Policy: A. The terms and conditions of this Policy are subject to review and negotiation at each anniversary date in the event either of the following circumstance(s) occur: (1) The policy loss ratio exceeds 30%. The Loss ratio shall be determined by dividing the earned premium into the total paid claims, including any allocated and unallocated claims expenses or unpaid reserves; or (2) The addition of Covered Property during the Policy term and / or an increase in LOSS OF REVENUE* and Contingent Loss of Revenue in the amount of 5% or greater. B. It is agreed that the annual rate(s) shown in paragraph 9. of the Declarations of the Policy shall be guaranteed for each consecutive anniversary period unless otherwise precluded under A. above. C. Within thirty (30) days of each anniversary, the Named Insured shall agree to provide to the Company an updated Statement of Values for all Covered Property, LOSS OF REVENUE* and Contingent Loss of Revenue (if endorsed to the Policy). Based upon the updated Statement of Values, the Company will review and adjust the anniversary premium charged.


CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar 
Chief Financial Officer

DATE: May 4, 2017

SUBJECT: Approval of Revised Debt Policy and Resolution

Board approval is requested to adopt the attached revised Debt Policy and Resolution. The Debt Policy requires a review every two years. As such, PFM, the Financial Advisor to CFX, and staff has reviewed and made recommended revisions which were presented to the Finance Committee on April 3, 2017. The noted recommendations provide clarity and help with CFX's exposure to bank provider risk.

The Finance Committee recommends that the Board approve this policy as presented.

**A RESOLUTION OF CENTRAL FLORIDA
EXPRESSWAY AUTHORITY AMENDING THE
DEBT POLICY**

WHEREAS, the Central Florida Expressway Authority (“CFX”) previously adopted a “Debt Policy” on April 9, 2015 establishing the protocol for issuance and management of debt; and

WHEREAS, CFX Finance Committee has approved refinements to the Debt Policy to provide clarity and help with exposure to credit risk; and

WHEREAS, CFX’s governing Board concurs in the revised Debt Policy.

**NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA
EXPRESSWAY AUTHORITY** as follows:

Section 1. ADOPTION. The current “Debt Policy” shall be amended in accordance with the attached “Debt Policy” attached hereto as Exhibit “A”

Section 2. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this _____ day of May, 2017.

Buddy Dyer
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

Debt Policy

I. Purpose

The purpose of this Central Florida Expressway Authority (CFX) Debt Policy is to establish guidelines and a framework for the issuance and management of CFX's debt. CFX is committed to consistent, best practices financial management, including maintaining the financial strength and flexibility of CFX and the full and timely repayment of all financial obligations. CFX will be open to recommendations or ideas for any proposed transaction as well as variations from the following guidelines provided that such variation shall be fully examined in conjunction with CFX's advisors and justified to the Board of CFX.

II. Capital Budgeting and Debt Issuance Policy

- A. CFX has retained the services of a traffic engineer and a general engineering consultant to obtain independent professional advice on the acquisition, construction, operation and management of the system, including assistance on the development of a Five-Year Work Plan and Twenty-Five Year Master Plan. The Five-Year Work Plan is typically reviewed and updated at least annually. The Twenty-Five Year Master Plan is typically updated every five years. CFX has developed and will maintain and update, as appropriate, a comprehensive Capital Planning Model as a tool in developing a financing plan for its Five-Year Work Plan, as well as other additional longer-term capital improvements. The Capital Planning Model incorporates the following elements, in addition to other factors:
 1. System revenue projections from CFX's traffic consultant or alternative revenue projection scenarios
 2. Existing debt service requirements
 3. Projected Five-Year Work Plan funding needs together with estimates to complete projects beyond the five year scope
 4. Projected timing of the adopted Five-Year Work Plan projects
 5. Estimated additional debt service requirements
 6. Estimated investment income
- B. Long-term debt will be used to finance essential capital projects and certain equipment where it is cost effective, prudent or otherwise determined to be in the best interest of CFX. Long-term debt, which includes capital lease financings, should not be used to fund CFX's operations. The useful life of the asset or project financed with long-term debt should exceed the payout schedule of any debt issued by CFX to finance such asset.
- C. Medium-term or "put" bonds will be used judiciously and only after careful analysis and discussion of the interest rate and rollover risks involved.
- D. Variable rate debt may be issued in various forms – e.g., bonds, commercial paper, bank lines. The amount of unhedged variable rate debt generally should not exceed 25% of all outstanding debt of CFX. As a goal, CFX desires its total hedged and

unhedged variable rate debt not to exceed 25% of all outstanding long-term debt of CFX.

III. Debt Service Coverage Targets and Limits

- A. For CFX to issue new bonds on a parity basis, per the Master Resolution, CFX will need to demonstrate that revenues, as defined in the Master Resolution, shall be sufficient to cover the existing and new debt service by 1.20x.
- B. CFX shall maintain a minimum senior lien debt service coverage ratio of at least 1.45x on the existing and planned debt issues. For planning purposes, staff shall make every effort to plan for a 1.60x senior lien debt service coverage ratio.

IV. Method of Sale Evaluation

CFX will sell long-term debt on a competitive basis unless, based on the advice of the CFO and Financial Advisor, the transaction is better suited for a negotiated sale or direct placement.

- A. With the goal of obtaining the lowest cost of capital and completing a successful transaction, for each transaction recommended, the CFO, with advice from the Financial Advisor, will undertake an analysis to determine the recommended method of sale, including competitive, negotiated, or direct placement.
- B. The evaluation will take into consideration, among other factors the following considerations as outlined in the Government Finance Officers' Association (GFOA) best practice recommendations:
 - 1. Expected credit rating of bonds being issued
 - 2. Strength of revenue stream
 - 3. Structure of bonds and potential need for extensive explanation to the bond market
 - 4. Use of insurance or other credit enhancement
 - 5. Other factors that staff, in consultation with the financial advisor, believes favor the use of one method over the other.
- C. The evaluation will be shared with the Finance Committee and a recommendation as to the method of sale will be presented.
- D. Should CFX select the use of a negotiated sale, the following guidelines will be followed to increase the likelihood of a successful transaction and fully documents negotiated sale process:
 - 1. Underwriters will be selected through a formal RFP process under CFX's Procurement Policies.
 - 2. CFX's Financial Advisor will advise CFX on all aspects of the sale, including but not limited to structuring, disclosure preparation and bond pricing.
 - 3. Staff and the Financial Advisor will make a recommendation for lead underwriting firm and all participating co-senior and co-manager firms based on:
 - a. results of most recent RFP selection

- b. firm's contribution to development of strategies for transaction
 - c. demonstrated ability of firm to successfully underwrite similar transaction
 - d. previous work assigned to firm under current RFP selection.
4. Staff and the financial advisor shall review the Agreement Among Underwriters and ensure that it governs all transactions during the underwriting period.
 5. Staff and the Financial Advisor shall review all orders and allocations to ensure compliance with the distribution rules and shall record the results at the conclusion of the sale.
 6. The Financial Advisor shall prepare a post-sale summary and analysis that documents the pricing of the bonds relative to other similar transactions priced at or near the time of CFX's bond sale, and record the true interest cost of the sale and the date of the verbal award. The analysis shall be shared with the Finance Committee.
- E. Should a direct placement be recommended, staff and the Financial Advisor shall undertake a competitive process for selecting the placement party to ensure any CFX's objectives are met at the lowest cost of capital. Such process may include a formal RFP or solicitation of pricing indications, as appropriate.

V. Debt Structure

- A. In general, CFX will seek to structure long-term debt so that it provides for level annual payments of principal and interest over the life of each respective issue (or approximately aggregate level debt service for all outstanding debt issues), after a period of interest only payments and the use of capitalized interest, as appropriate, for the respective issue in order to effectively interface with other existing debt of CFX and within the context of the Five-Year Work Plan and other considerations within this Debt Management Policy. CFX may utilize various debt structures to accomplish its financing goals, including but not limited, to the use of premium bonds, discount bonds, capital appreciation bonds, variable rate and multimodal bonds and capitalized interest, when appropriate in order to achieve the goals provided in this Debt Management Policy.
- B. CFX will consider interest rate swap transactions only as they relate to its debt management program and not as an investment instrument. No swap transaction should impair the outstanding uninsured bond rating of CFX. Additionally, no interest rate swap transactions will be considered if it causes CFX to exceed the targets in its Interest Rate Risk Management Policy. (For additional details, see Authority's CFX's Interest Rate Risk Management Policy.)

VI. Call Provisions

- A. Call provisions for CFX bond issues shall be made as short as possible consistent with the lowest interest cost to CFX, taking into consideration the option value of such call provisions.

B. When possible/practical, all AuthorityCFX bonds shall be callable only at par.

VII. Debt Refunding

CFX staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding or refinancing outstanding debt. As a general rule, the present value savings of a particular refunding should equal or exceed 3% of the refunded maturities. For an advance refunding a higher minimum savings threshold should be required, depending on how soon the bonds may be called. However, in order to meet certain restructuring or risk management goals, CFX may elect to lower the present value savings threshold for any individual transaction.

VIII. Credit Enhancement and Liquidity

Bond insurance, surety policies, letters of credit, liquidity facilities and other credit enhancements ~~or liquidity facilities~~ will be used when it provides economic savings or risk management opportunities for CFX. Letters of credit, liquidity facilities or other credit facilities may expose CFX to bank provider risk. In those instances, bank providers should possess minimum long term credit ratings of "A2/A/A" and minimum short term ratings of "P-1/A-1/F1" from Moody's Investors Services, Standard and Poor's Corporation and Fitch Ratings, respectively.

IX. Continuing Disclosure

CFX is committed to providing continuing disclosure of financial and pertinent credit information relevant to CFX's outstanding securities, and has and will continue to comply with those provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure. CFX has engaged the services of Disclosure Counsel to provide guidance and advice to CFX concerning securities law and disclosure issues.

Additionally, CFX will maintain financial information on its website to provide timely information to the market and public. Such information will include, but not be limited to, comprehensive annual financial reports, monthly cash flow reports, reports on revenue and expenses, transactional information, current official traffic and revenue forecasts and current year budgets. It will be noted that monthly financial information will not be audited and will not be reported on a full accrual basis, but is available to provide timely information to interested parties.

X. Credit Objectives

A. It is CFX's intent to maintain and improve the credit ratings on its outstanding and proposed bond issues. CFX will maintain long-term debt ratings from at least two of the three major bond rating agencies – Moody's Investors Service, Standard and Poor's Corporation, and Fitch Ratings. CFX may discontinue the use of ratings from any

agency which currently rates the debt of CFX if, based on advice from CFX's Financial Advisor and underwriting team, the discontinuance of such rating will not adversely affect the rates that can be achieved in selling CFX's debt without such rating.

- B. CFX's CFO will maintain frequent communications with the credit rating agencies that currently assign ratings to CFX's various debt obligations, bank credit providers/lenders, and bond insurers that currently enhance any of CFX's various debt obligations. This effort shall include providing periodic updates on CFX's general financial condition along with coordinating meetings and presentations, as necessary, in conjunction with a new debt issuance.
- C. CFX's CFO will develop, in conjunction with the Financial Advisor and Disclosure Counsel, an investor relations program that will be designed to keep present and future investors in CFX's debt fully informed on current developments related to CFX and its long-term debt.

XI. On-going Reporting Requirements

At least twice each year, the Board shall receive a report on the status its debt. The report shall at a minimum include:

- Amount and percentage of total debt by categories:
 - natural fixed
 - synthetic fixed
 - natural variable
 - synthetic variable
- Current mark-to-market value of all interest rate exchange agreements
- Historical rate performance for all variable rate bonds
- Any changes in ratings for credit enhancers and swap counterparty

CFX's CFO, with the assistance of the financial advisor, shall be responsible for analyzing any unsolicited proposals received relative to debt issues, responding to the proposal as appropriate, and recommending to the Finance Committee any action to be taken in a timely manner.

XII. Policy Review

This policy shall be reviewed at least every two years.

APPROVED AND ADOPTED BY THE BOARD ON _____.


CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar 
Chief Financial Officer

DATE: May 4, 2017

SUBJECT: Approval of Revised Interest Rate Risk Management Policy and Resolution

Board approval is requested to adopt the attached revised Interest Rate Risk Management Policy and Resolution. The Interest Rate Risk Management Policy requires a review every two years. As such, PFM Swap Advisors LLC, the Swap Advisor to CFX, and staff has reviewed and made a recommended revision which was presented to the Finance Committee on April 3, 2017. The recommendation puts into policy CFX's disclosure and financial reporting guidelines.

The Finance Committee recommends that the Board approve this policy as presented.

**A RESOLUTION OF CENTRAL FLORIDA
EXPRESSWAY AUTHORITY AMENDING THE
INTEREST RATE RISK MANAGEMENT POLICY**

WHEREAS, the Central Florida Expressway Authority (“CFX”) previously adopted an “Interest Rate Risk Management Policy” on April 9, 2015 establishing the protocol for management of interest rate risk; and

WHEREAS, CFX Finance Committee has approved refinements to the Interest Rate Risk Management Policy regarding CFX’s disclosure and financial reporting guidelines; and

WHEREAS, CFX’s governing Board concurs in the revised Interest Rate Risk Management Policy.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. ADOPTION. The current “Interest Rate Risk Management Policy” shall be amended in accordance with the attached “Interest Rate Risk Management Policy” attached hereto as Exhibit “A”

Section 2. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this _____ day of May, 2017.

Buddy Dyer
Chairman

ATTEST: _____

Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Interest Rate Risk Management Policy

The Central Florida Expressway Authority (CFX) currently has a number of interest rate exchange agreements (Swaps) with a number of counterparties. As used herein, "Swap" shall mean a "swap," as defined in the Section 1a(47) of the Commodity Exchange Act and the U.S. Commodity Futures Trading Commission ("CFTC") Regulations. This policy will govern how the Swaps, together with the associated variable rate demand bonds, will be managed to provide the optimal balance of costs and risk. This policy should be read and interpreted in the context of CFX's Debt Policy.

I. Goals and Objectives

The overall objective in managing CFX's debt portfolio and interest rate risk is to balance the cost of capital with the management of risk. CFX's risk tolerance is low and therefore, opportunities to cost-effectively reduce existing or potential risks should be constantly evaluated for feasibility.

CFX has set a limit of synthetic fixed rate debt at 25% of the total outstanding debt. This goal should be considered as CFX manages its Swap portfolio and its overall debt program. New Swaps will only be considered where the overall exposure to like transactions is not increased beyond the stated limit. New, novated or amended Swaps may also be considered where a reduction in actual or potential risks may be accomplished.

It is also CFX's goal to limit exposure to individual swap dealers/counterparties to no more than 30% of the total notional amount of CFX's active Swap portfolio. Although this requirement shall not require CFX to terminate, novate or amend existing Swaps absent of other risk considerations, it does prohibit new Swaps to be considered if the new Swap would cause CFX's exposure to any individual swap dealer/counterparty to increase beyond 30% of the then existing total notional value of CFX's active Swap portfolio.

II. Monitoring and Reporting of Existing Transactions

As part of the semi-annual debt report provided to the Board (in accordance with CFX's Debt Policy), the CFO will report the current credit ratings of each swap dealer/counterparty with which it has an existing Swap and the mark-to-market value of each Swap. In addition to reporting the weekly rates on the variable rate bonds in the semi-annual debt report, the CFO will provide the Finance Committee with a quarterly remarketing report and review the results at the next scheduled meeting. As necessary, the CFO, in consultation with CFX's financial advisors, will make recommendations to address any rate dislocation including, but not limited to, changing remarketing agents or credit providers, depending on the underlying cause of the dislocation.

III. Exit Strategies

The CFO and CFX's financial advisors and designated QIR (as defined herein) should constantly monitor market rates, termination values, counterparty credit ratings, and other relevant factors to determine if voluntary termination is warranted. Generally, a voluntary early termination will be warranted if it is economically advantageous and/or if a reduction in CFX's current or anticipated risk can be accomplished at no cost. CFX shall seek to maintain sufficient liquidity, including without limitation through balances in CFX's Swap/Debt Management Contingency, short term financing capacity, and/or other borrowing capacity, to make any Swap termination payments that may become due, to the extent not paid or payable from other sources.

IV. Evaluation of Proposed Transactions

While CFX's current goals would exclude contemplation of new derivative products, the replacement of existing Swap transactions with new ones may be the most cost-beneficial method of managing risks. For that reason, this section outlines the process for evaluating and executing new transactions.

A. Review and Analysis

The proposed use of structured products must comply with all goals and provisions of CFX's existing policies. Each Swap transaction will be evaluated as an alternative to traditional, intermediate, or long-term financing options. Consideration should be given to their comparable cost, ease of entry and exit provisions, and degree of potential risk exposure, quantified to the greatest extent possible. Any proposed Swap transaction must fit into CFX's goals to limit the percentage of variable rate debt and exposure to individual counterparties.

CFX's designated QIR will provide independent analysis of any proposed Swap transaction, including an analysis of the relevant benefits and risks of such transaction. CFX's cost of the transaction and any ongoing costs, such as remarketing, credit enhancement and/or liquidity, swap advisors, financial advisors, attorney fees and other necessary costs will be included in the cost/benefit evaluations. A review of provisions required by bond and/or swap insurance providers and the cost/benefit of such insurance will also be included in an evaluation of the Swap transaction.

B. Legal Analysis

The documentation of the swap shall be in the form of an enforceable written contract. Whenever possible, those contracts shall be transacted using Florida law or, as an alternative New York law with Florida law as to CFX's authority and Orange County Florida as to jurisdiction or venue. Review of compliance with existing law and regulation (including but not limited to the Internal Revenue Code and CFTC Regulations) bond indentures and bond covenants should be completed before implementation of a Swap transaction.

V. Transaction Management and Execution

Swap transactions will:

- Comply with all applicable outstanding bond resolutions, insurance covenants, and Florida

law.

- Contain terms and conditions as set forth in the International Swap and Derivatives Association, Inc. ("ISDA") Master Agreement, Schedules to the Master, Credit Support Annex and confirmation.
- Be a market transaction for which competing good faith market quotations may be obtained and with the advice and recommendation of CFX's designated QIR, and other financial professionals.
- Include a provision for the right to early termination at market under the guidelines of the ISDA Agreement. The transaction should allow for CFX to exercise the right to optionally terminate the agreement, at the then prevailing market value of the Swap.
- Produce material economic or risk management benefit believed to not otherwise be attainable under the currently existing market conditions, or existing conventional debt structures, and improve the flexibility of debt management strategies.
- Not introduce leverage solely for the means of producing economic benefit. Transactions will not be speculative in nature.
- Not unduly impair CFX's utilization of call features on outstanding bonds.
- Employ structures that will attempt to minimize existing risks and do not substantially add new risks, including but not limited to, any additional floating rate basis risk, tax-law risk or credit risk to CFX.
- Not cause the total amount of Swap transactions to exceed the debt management limitations for fixed or floating debt.

VI. The Swap Dealer/Counterparty

The following criteria will be used when considering swap dealer/counterparties for a Swap transaction:

- I. The swap dealer/counterparty must fully disclose all costs. All fees and expenses paid by the swap dealer/counterparty and to designated third parties, will be fully disclosed in writing to CFX.
- II. CFX will consider acquiring downgrade protection when possible including collateral or credit support.
- III. The assignment of a Swap agreement will not be permitted without the consent of CFX.
- IV. CFX will attempt to utilize domestically domiciled swap dealer/counterparties and/or utilize ISDA documentation which employs local currency-single jurisdiction status.
- V. The swap dealer/counterparty shall disclose relationships with other third parties which may affect the transaction, such as broker dealers, insurance companies and other swap providers.
- VI. The swap dealer/counterparty shall provide its financial statements showing the economic capability of the entity, the amount of its swaps outstanding and credit ratings, all of which shall be acceptable to CFX. At the time of entering into the Swap transaction, swap dealer/counterparties (or their guarantor) shall (i) be rated 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. Collateral should be required upon a downgrade from these levels.

VII. Authority's Representations with Respect to Swaps and QIR

Solely for purposes of the rules adopted by the CFTC governing business conduct standards for swap dealers and other parties as they apply to communications regarding Swaps, the Executive Director or CFO may make substantially the following representations in writing on behalf of CFX when requested by the swap dealer/counterparty.

- 1) CFX will not rely on any "recommendation" (as such term is used in CFTC Regulations §23.434 and §23.440) provided by a swap dealer/ counterparty with respect to a Swap;
- 2) CFX will rely on advice from a "qualified independent representative" designated by CFX and that it has complied in good faith with written policies and procedures reasonably designed to ensure that it has designated a "qualified independent representative" that satisfies the applicable requirements of CFTC Regulation §23.450(b);
- 3) CFX will exercise independent judgment in evaluating any "recommendations" made by the swap dealer/counterparty with regard to a Swap; and
- 4) CFX understands that the swap dealer/counterparty is not expressing any opinion as to whether CFX should enter into or terminate a Swap.

VIII. Use of Qualified Independent Representative

In compliance with the CFTC Regulations promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended (the "Dodd-Frank Act"), CFX will designate a "qualified independent representative" ("QIR") for all Swap related transactions, including terminations. The QIR must be capable of independently evaluating the risks of the Swap, independently evaluating the fair pricing of the Swap (including termination payments), and of making timely and effective disclosures to CFX (including with regard to material conflicts of interest that could reasonably affect the judgment or decision making or the QIR with respect to its obligations to CFX). The QIR must represent to CFX that:

- A. The QIR has sufficient knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for CFX (taking into consideration the written policies of CFX);
- B. The QIR is not subject to a statutory or regulatory disqualification or any final disciplinary action that would prevent it from effectively serving as a representative to CFX in such capacity.
- C. The QIR, by accepting such designation by CFX, is undertaking a duty to act in the best interests of CFX;

- D. The QIR has written policies and procedures reasonably designed to ensure that it satisfies the applicable requirements of CFTC Regulation §23.450(b)(1);
- E. The QIR will exercise independent judgment in evaluating any “recommendations” (as such term is used in CFTC Regulations §23.434 and §23.440) presented to it by the swap dealer/counterparty with regard to a Swap;
- F. The QIR is not and, within one year of representing CFX in connection with the Swap has not been, an “associated person,” as such term is defined in Section 1a(4) of the Commodity Exchange Act, of the swap dealer/counterparty;
- G. There is no “principal relationship” (as that term is defined in CFTC Regulations §23.450(a)(1)) between the QIR and the swap dealer/counterparty;
- H. The QIR (a) will provide timely and effective disclosures to CFX of all material conflicts of interest that could reasonably affect the judgment or decision making of the QIR with respect to its obligations to CFX and (b) will comply with policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;
- I. The QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with the swap dealer/counterparty;
- J. To the best of the QIR’s knowledge, the swap dealer/counterparty did not refer, recommend, or introduce the QIR to CFX within one year of QIR’s representation of CFX in connection with the Swap;
- K. The QIR is legally obligated to comply with the applicable requirements of CFTC Regulation §23.450(b)(1) by agreement, condition of employment, law, rule, regulation, or other enforceable duty; and
- L. The QIR has registered with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

The QIR must also agree to promptly notify CFX in writing if any representations made by the QIR referenced above became incorrect or misleading in any material respect. For any representation that would be incorrect or misleading in any material respect if repeated on any date following the date on which the representation was last repeated, the QIR shall timely amend such representation by giving written notice of such amendment to CFX. The designated QIR must annually reaffirm in writing to CFX by delivery to the CFO on each July 1st the representations outlined in A through L above.

The QIR will be retained by CFX through CFX’s implemented procurement procedures (i.e. RFP, RFQ, etc.) using selection criteria that ensure the designated QIR possesses the capabilities

necessary to independently evaluate the risks of the Swap, to independently evaluate the fair pricing of the Swap (including termination payments), and to make timely and appropriate disclosures to CFX. The procurement of the QIR may be done in conjunction with CFX's procurement of its financial advisor. If CFX's financial advisor, or its registered commodity trading advisor or investment advisor affiliate, possesses the requisite capabilities and, by written contract, makes the representations set forth above, then CFX may designate its financial advisor, or its registered investment advisor affiliate, as the QIR.

To ensure compliance with the provisions above, CFX will designate the QIR in writing. The QIR must provide evidence of its registration with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission as an investment advisor prior to being designated as CFX's QIR. The designation can be done in the context of the financial advisor contract or amendment thereto with the financial advisor or its registered commodity trading advisor or investment advisor affiliate, or in a separate contract with a different firm. Prior to executing a Swap transaction, termination or novation, CFX will obtain from the designated QIR the written representations outlined in A through L above. If the designated QIR is unable to provide such representations in a timely manner, CFX may utilize an expedited quote process to select a new designated QIR to facilitate a time and market sensitive transaction. The CFO will monitor the performance of the designated QIR and that the designated QIR demonstrates on each transaction that (1) it has the knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for CFX, (2) it is independent of the swap dealer/counterparty, (3) it is acting in the best interest of CFX and (4) it makes timely and appropriate disclosures to CFX, when applicable.

IX. Transaction Pricing

When procuring financial derivative products, every effort shall be made to ensure competitive pricing. The complexity of circumstances surrounding transactions and meeting goals to limit exposure to individual counterparties may be valid reasons to negotiate a particular derivative product transaction. The CFO, upon the advice of the financial advisor, will make a recommendation to the Finance Committee as to the method of pricing and counterparty selection. The financial advisor will evaluate prices and rates to ensure transactions are at or below market. Similarly, CFX will make every effort to competitively price swap unwind transactions. The CFO, upon the advice of the financial advisor will make a recommendation as to the method of selecting counterparties for unwinding swaps when not selecting all swaps in a series. Offers from counterparties to unwind transactions below market is an example of a reason to negotiate with specific counterparties.

X. Disclosure and Financial Reporting

CFX will ensure that it complies with all regulations and guidelines for the disclosure and financial reporting of interest rate swaps as set forth by the Municipal Securities Rulemaking Board (MSRB) and the Governmental Accounting Standards Board (GASB).

XI. Policy Review

| This policy shall be reviewed ~~on a bi-annual basis~~ at least every two years.

APPROVED AND ADOPTED BY THE BOARD ON _____.


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: April 18, 2017

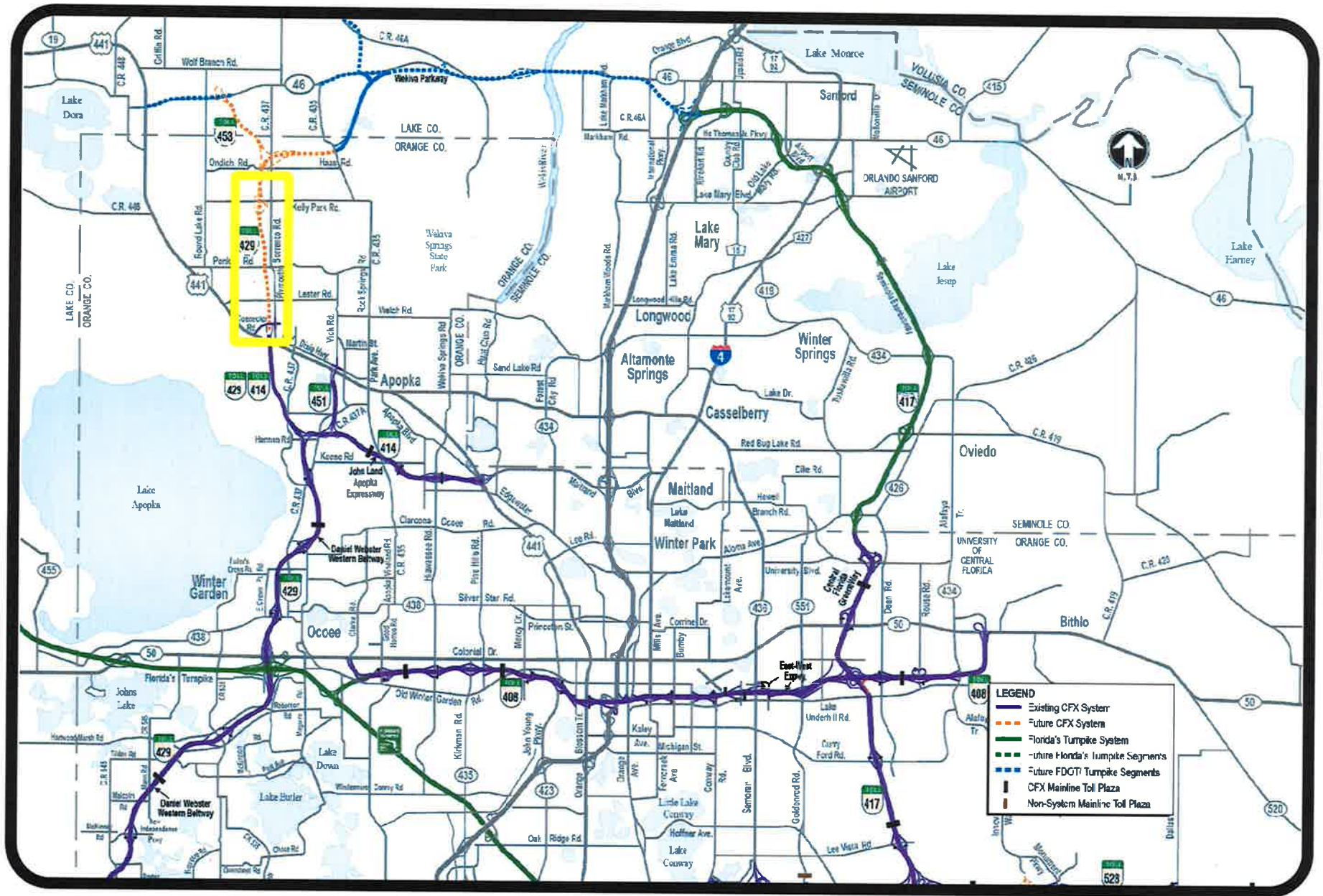
SUBJECT: Authorization to Advertise for Construction Bids for
S.R. 429 Wekiva Parkway Landscape
Project 429-824, Contract No. 001289

Board authorization is requested to advertise for bids to construct landscape improvements for Wekiva Parkway sections 202 and 203. The project will begin just south of S.R. 441 and end south of S.R. 429/Kelly Park Road Interchange.

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

Reviewed by:


Ben Dreiling
Director of Construction



Project Location Map for
S.R. 429 Wekiva Parkway Landscape (429-824)


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: April 26, 2017

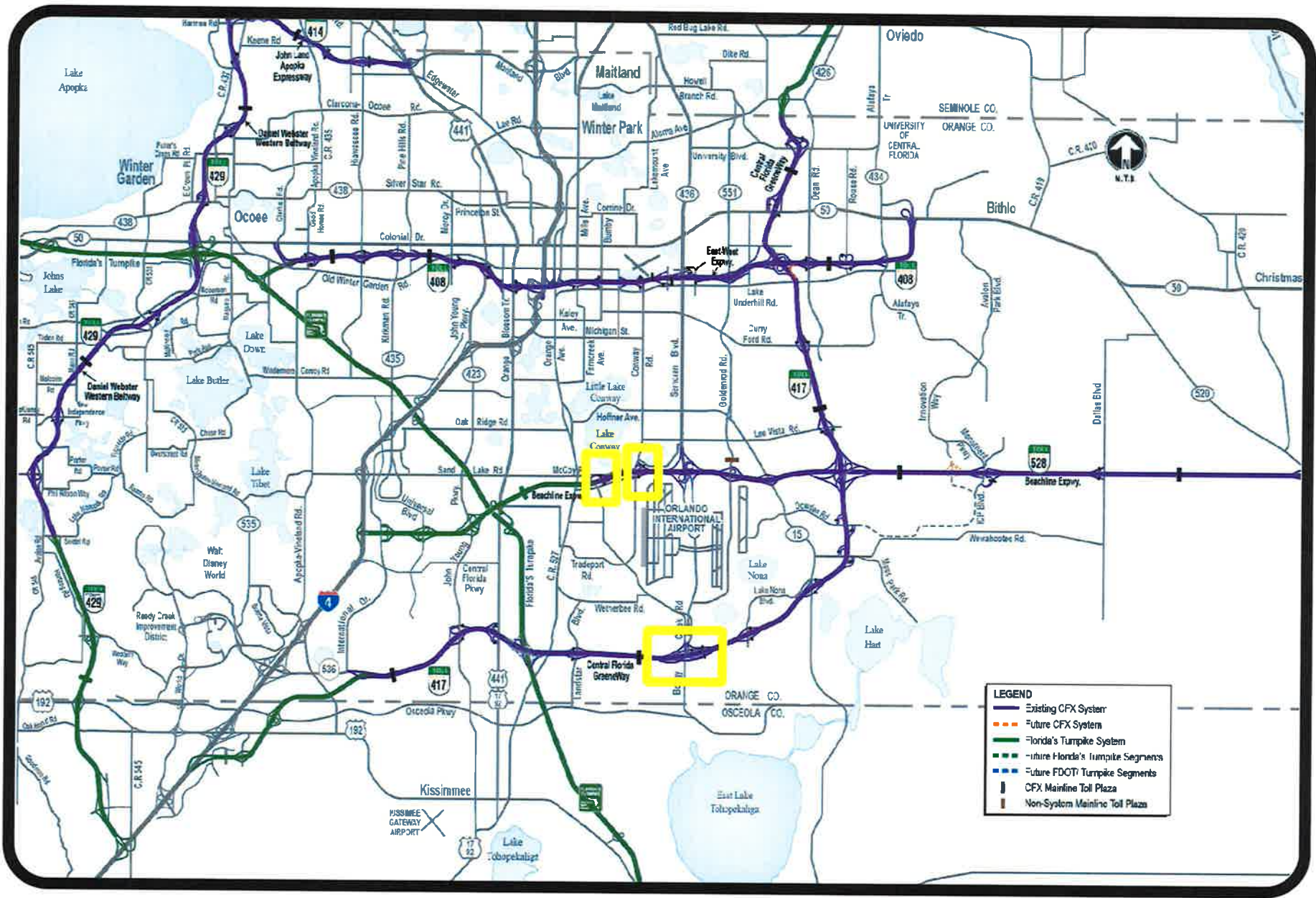
SUBJECT: Authorization to Advertise for Construction Bids for
S.R. 417/Boggy Creek Road Systems Interchange Landscape Improvements
Project 417-301D, Contract No. 001311

Board authorization is requested to advertise for bids to construct systems interchange landscape improvements for S.R. 417/Boggy Creek Road Interchange. The project will include landscaping of the newly constructed ramp toll plazas on Boggy Creek/McCoy Road and the Conway/Tradeport Drive Interchange.

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

Reviewed by:


Ben Dreiling
Director of Construction



Project Location Map for
 S.R. 417 / Boggy Creek Road Systems Interchange Landscape Improvements (417-301D)


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2017

SUBJECT: Authorization to Advertise for Construction Bids
Goldenrod Road Resurfacing from Lee Vista Boulevard to Narcoossee Road
Project 800-903E, Contract No. 001317

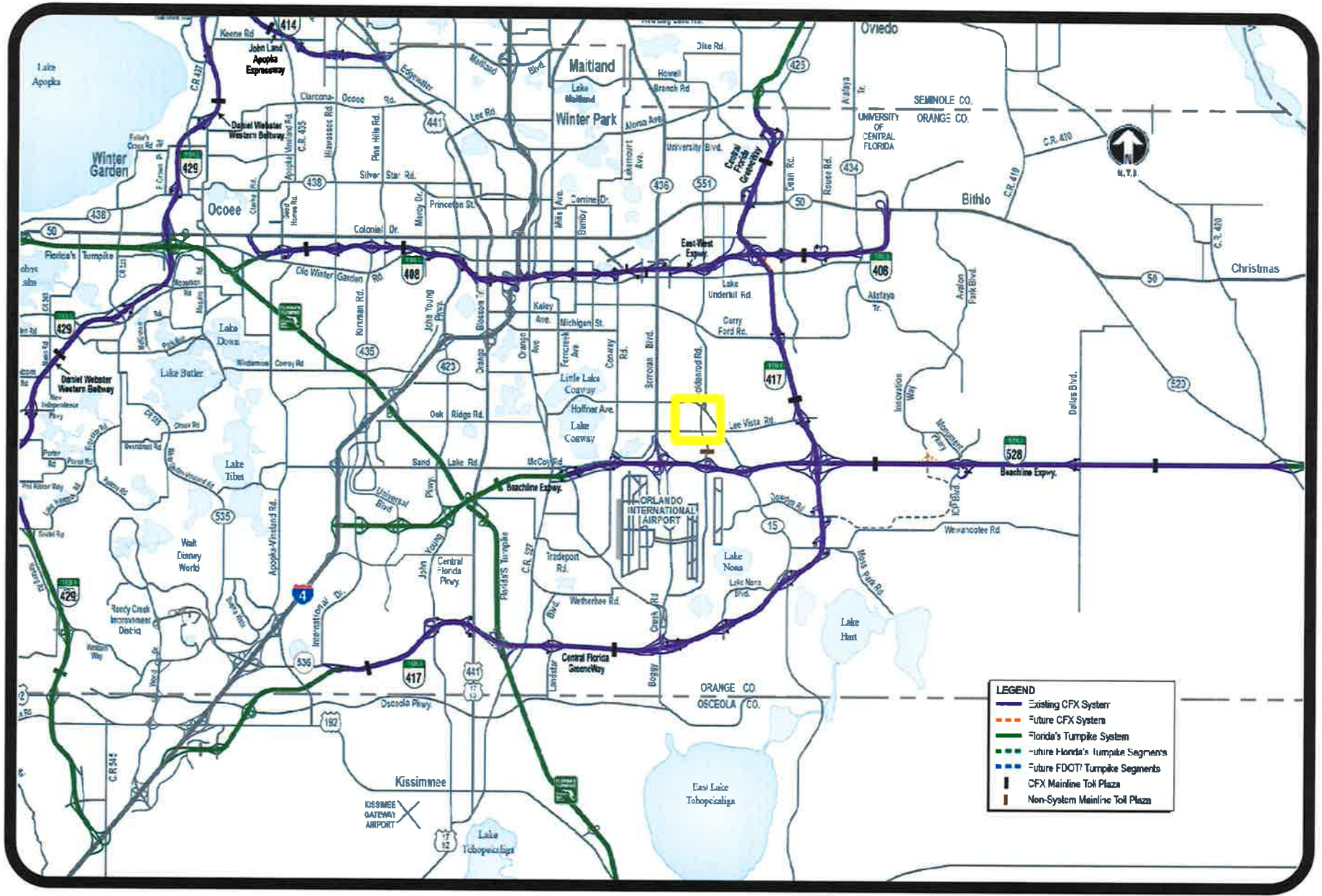
Board authorization is requested to advertise for construction bids for the milling and resurfacing of Goldenrod Road from Lee Vista Boulevard to Narcoossee Road.

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

Reviewed by:



Glenn Pressimone, PE
Director of Engineering



Project Location Map for Goldenrod Road Milling and Resurfacing from Lee Vista Boulevard to Narcoossee Road (800-903E)


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2017

RE: Authorization to Advertise for Construction Engineering and Inspection (CEI)
Services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County
Line
Project 417-134; Contract No. 001315

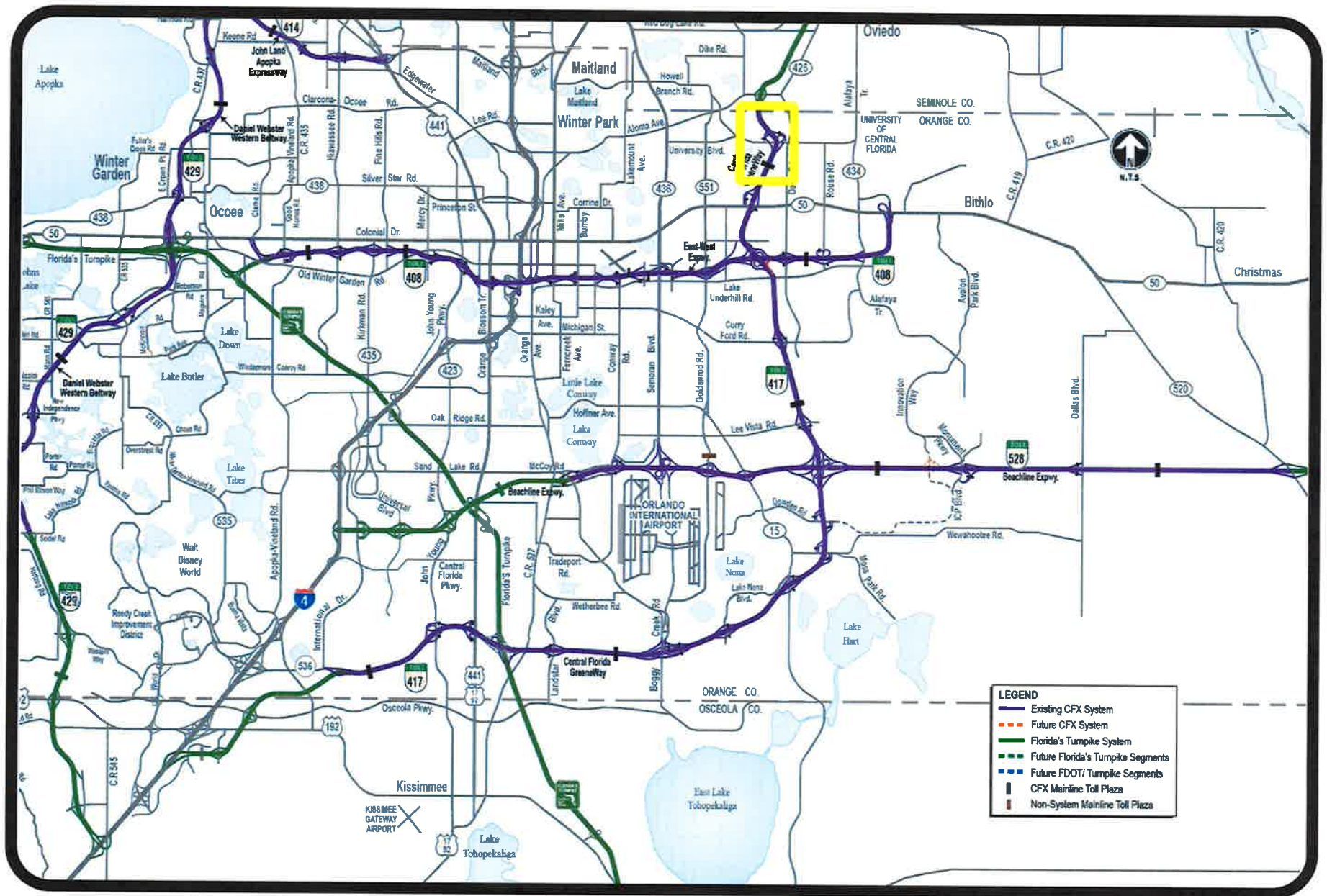
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide CEI services for the widening of S.R. 417 from Econlockhatchee Trail to the Seminole County Line.

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

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

Reviewed by:


Ben Dreiling, P.E.
Director of Construction



Project Location Map for
S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line (417-134)


CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 19, 2017

RE: Approval of Final Ranking and Authorization for Fee Negotiations for
Construction Engineering and Inspection Services for S.R. 408/417 Interchange
Improvements Phase 2 with CDM Smith, Inc.
Project No. 408-253G; Contract No. 001278

Letters of Interest for the referenced project was advertised on January 15, 2017. Responses were received from two (2) firms by the February 1, 2017, deadline. Those firms were CDM Smith, Inc. and Volkert, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on February 14, 2017, and shortlisted both firms.

Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on April 4, 2017. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The results of that process were as follows:

<u>Consultant Firm</u>	<u>Ranking</u>
CDM Smith, Inc.	1
Volkert, Inc.	2

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

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

Reviewed by: 
Ben Dreiling, PE
Director of Construction

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

LOI-001278 Project 408-253G Technical Committee Meeting April 4, 2017 Minutes

Technical Review Committee for S.R. 408/S.R. 417 Interchange Improvements Phase 2, Contract No. 001278, Project 408-253G, held a duly noticed meeting on Tuesday, April 4, 2017, commencing at 09:04 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Joe Berenis, Chief of Infrastructure
Ben Dreiling, Director of Construction
Don Budnovich, Resident Engineer

Other Attendees:

Aneth Williams, Director of Procurement

Interviews:

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

CDM Smith, Inc.	09:10 – 09:45 a.m.
Volkert, Inc.	09:52 – 10:27 a.m.

Evaluation Portion:

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


Upon completion the committee members individually scored the proposers and submitted them for tallying. Aneth 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>
CDM Smith, Inc.	03	1
Volkert, Inc.	06	2

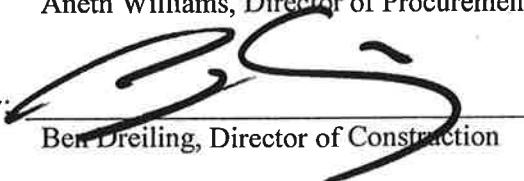
Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Ben Dreiling would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 10:33 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, April 4, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams, Director of Procurement

Approved by:


Ben Dreiling, Director of Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

S.R. 408/S.R. 417 INTERCHANGE IMPROVEMENTS PHASE 2

CONTRACT NO. 001278

CONSULTANT	Joe Berenis Score	Ben Dreiling Score	Don Budnovich Score			TOTAL SCORE	RANKING
CDM Smith	1	1	1			3	1
Volkert	2	2	2			6	2

EVALUATION COMMITTEE MEMBERS:





Date: Tuesday, April 4, 2017

Date: Tuesday, April 4, 2017

Date: Tuesday, April 4, 2017

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: April 25, 2017

SUBJECT: Consent Agenda
Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) May 2017	Total Amount (\$) to Date*
599-526B	Sice, Inc.	Wrong Way Driving Vehicle Detection & Countermeasures Equipment Installation	\$ 1,232,916.63	\$ -	\$ (31,301.91)	\$ 1,201,614.72
429-206	GLF Construction Corp.	SR 453, Lake County Line to SR 46	\$49,482,671.93	\$ 31,829.31	\$ 68,998.09	\$ 49,583,499.33
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	\$56,152,429.00	\$ 523,509.27	\$ 115,330.85	\$ 56,791,269.12
528-313	The Lane Construction Corp.	SR 528 / Innovation Way Interchange	\$62,452,032.01	\$ (912,172.69)	\$ 30,437.14	\$ 61,570,296.46
TOTAL					\$ 183,464.17	

* Includes Requested Amount for this current month.

** No Time Increase or Decrease

Contract 599-526B: Wrong Way Driving Vehicle Detection & Countermeasures Equipment Installation
Sice, Inc.
SA 599-526B-0517-02

Adjustments for Contract Items

Adjust the following contract quantities to reflect the quantities required to complete the work contemplated.

INCREASE THE FOLLOWING PAY ITEMS:

Fencing, Type B, 6.1-7.0', Standard	\$	588.20
Fiber Optic Cable, Single Mode, 12 Fiber, F&I	\$	459.90
Small Fiber Optic Pull Box, F&I	\$	1,293.98
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Trench or Plow	\$	807.24
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Directional Bore	\$	2,346.75
Fiber Optic Conduit, 1-2" HDPE/SDR 11, Trench or Plow	\$	2,704.70
Fiber Optic Conduit, 2-2" HDPE/SDR 11, Trench or Plow	\$	692.55
Fiber Optic Conduit, 1-2" & 1-1" HDPE/SDR 11, Trench or Plow	\$	112.96
Fiber Optic Conduit, 2-1" & 1-2" HDPE/SDR 11, Bore	\$	6,867.21
Fiber Optic Conduit, 2-1" & 2-2" or 3-1" & 1-2" HDPE/SDR 11, Trench or Plow	\$	788.04
Fiber Optic Conduit, 2-1" & 2-2" or 3-1" & 1-2" HDPE/SDR 11, Bore	\$	246.48
Fiber Optic Conduit, 3-1" & 2-2" HDPE/SDR 11, Trench or Plow	\$	224.00
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 1-2" HDPE/SDR 11, Bore	\$	1,615.32
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 1-2" & 1-1" HDPE/SDR 11, Bore	\$	2,066.25
Fiber Optic Conduit, 8" HDPE Outer Duct w/ 3-1" & 3-2" HDPE/SDR 11, Bore	\$	1,986.95
Ethernet Switch, F&I	\$	2,236.75
Single Post Sign, F&I Ground Mount, 21 to 30 SF	\$	4,589.41
Conductors, F&I, Insulated, #10	\$	2,056.56
Conductors, F&I, Insulated, #2	\$	3,277.50
	\$	<u>34,960.75</u>

DECREASE THE FOLLOWING PAY ITEMS:

Pull Box, F&I	\$	(1,236.94)
Fiber Optic Conduit, 1-2" HDPE/SDR 11, Bore	\$	(3,538.08)
Fiber Optic Conduit, 1-2" & 1-1" HDPE/SDR 11, Bore	\$	(4,804.25)
Fiber Optic Conduit, 2-1" & 1-2" HDPE/SDR 11, Trench or Plow	\$	(773.53)
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 2-2" HDPE/SDR 11, Bore	\$	(272.30)
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 2-1" & 1-2" HDPE/SDR 11, Bore	\$	(342.60)
Fiber Optic Conduit, 6" HDPE Outer Duct w/ 2-1" & 2-2" HDPE/SDR 11, Bore	\$	(3,667.92)
Electrical Service Disconnect, Remove	\$	(141.18)
Power Service Entrance Power Panel, F&I	\$	(1,180.59)
Ethernet Media Converter, F&I	\$	(804.00)
Post Sign, F&I Ground Mount, 12 to 20 SF	\$	(4,586.53)
Conductors, F&I, Insulated, #1	\$	(2,473.38)
Conduit, F&I – Surface Mount, RGS	\$	(233.00)
Tubular Route Markers, Power	\$	(108.71)
Allowance for Disputes Review Board	\$	(10,000.00)
Work Order Allowance	\$	<u>(32,112.79)</u>
	\$	(66,275.80)

Subtotal: Adjustments for Contract Items \$ (31,315.05)

Adjustment of Unit Prices for Rounding Error

The unit prices submitted in the original bid were carried out beyond 2 decimal places. In order to account for the difference between the 2 decimal unit prices used for calculating the overrun/underrun amounts on the Supplemental Agreement and the actual unit prices used to establish the original contract amount, an adjustment of \$13.14 is necessary.

Adjustment Due to Unit Prices \$ 13.14

TOTAL AMOUNT FOR PROJECT 599-526B \$ **(31,301.91)**

Contract 429-206: SR 453, Lake County Line to SR 46
GLF Construction Corp.
SA 429-206-0517-04

Plan Revision #1 & Upgrade to LED Roadway & Sign Lighting

Upgrade the roadway lighting luminaires specified on this contract from high pressure sodium to LED. LED luminaires have become the standard on all new projects and CFX desires to incorporate this new technology as part of this construction contract. This item represents the cost difference for the materials to implement this change. While LEDs require a more significant capital outlay, the savings in electrical consumption and service life/maintenance has been determined to conservatively provide a break even return in seven (7) years.

This item also reflects the upgrade of the overhead sign lights to Phillips Hadco LED fixtures. This upgrade will allow the use of a remote driver box and maintains a UL rating. Both of these items were incorporated into this project as part of Plan Revision #1 which also incorporated other minor quantity changes as indicated below.

ADD THE FOLLOWING PAY ITEM:

Light Pole Complete, Special Design, F&I, Double Arm Shoulder Mount, Alum., 45'	\$	15,396.54
---	----	-----------

INCREASE THE FOLLOWING PAY ITEMS:

Conduit, F&I, Open Trench	\$	562.50
Lighting Conductors, F&I, #8 to #6	\$	156.40
Lighting Conductors, F&I, #4 to #2	\$	3,568.50
Fiber Optic Fusion Splice	\$	444.00
	\$	<u>4,731.40</u>

DECREASE THE FOLLOWING PAY ITEMS:

Lighting Conductors, F&I, #1 to #0	\$	(5,069.70)
Light Pole Complete, Special Design, F&I, Single Arm Shoulder Mount, Alum., 45'	\$	<u>(10,000.00)</u>
	\$	(15,069.70)

ADD THE FOLLOWING ITEMS:

Upgrade of Highway Lighting to LED Fixtures	\$	18,490.93
Upgrade of LED Sign Lighters	\$	<u>45,448.92</u>
	\$	63,939.85

Subtotal: Plan Revision #1 & Upgrade to LED Roadway & Sign Lighting	\$	68,998.09
---	----	-----------

<u>TOTAL AMOUNT FOR PROJECT 429-206</u>	<u>\$</u>	<u>68,998.09</u>
--	------------------	-------------------------

Contract 429-202: SR 429, US 441 to North of Ponkan Rd.
Prince Contracting, LLC
SA 429-202-0517-06

Plan Revision #16, AET E6 Cabinet and Conduit Change

Furnish and install an additional E6 cabinet. Plan Revision #16 detailed conduit and panel adjustments associated with the acquired E6 cabinet. This item resolves compensation for the additional work associated with installation of the E6 cabinet, conduit and panel adjustments requested.

ADD THE FOLLOWING ITEM:

Plan Revision #16, E6 Cabinet Conduit, Panels and Enclosures	\$	24,083.46
--	----	-----------

INCREASE THE FOLLOWING ITEM:

Performance Turf Sod	\$	84.00
----------------------	----	-------

Subtotal: Plan Revision #16, AET E6 Cabinet and Conduit Change	\$	24,167.46
--	----	-----------

RK&K RFI #096 Median Crossover

The median cross over North of Yothers Road was being constructed per plan. In order to improve the safety aspects related to this item, staff requested a redesign. This item compensates for all work, including drainage, stabilization, base, regrading and sod required for this owner directed modification.

ADD THE FOLLOWING ITEM:

RK&K RFI #096 Median Crossover Adjusted Details	\$	34,201.77
---	----	-----------

RFI #067 Installation of Signal Cabinet

The existing signal cabinet operating the Connector Rd./SR 429 signals is located in close proximity to the curbing of the SR 429 NB exit ramp to Connector Road. The cabinet has been struck a couple of times during construction and a replacement cabinet has been previously authorized to be procured by the contractor. This item provides compensation for the installation of the signal cabinet.

ADD THE FOLLOWING ITEM:

RFI #067 Install Replacement Signal Cabinet	\$	3,043.35
---	----	----------

Plan Revision #15 Toll Gantry Adjustments

The toll equipment mounting brackets on the Toll Plaza gantry accommodated downstream traffic flow equipment mounts over the travel lanes and median shoulder. Equipment mounting bars were missing for the outside shoulder and future widened shoulder. CFX requested the gantry be modified to accommodate equipment installation over the outside shoulder and future inside shoulder. This item provides compensation for fabrication, factory applied finish and field installation of modifications requested. Pending is resolution of field applied paint to welds and painting of the wire ways which will be covered in a future item.

ADD THE FOLLOWING ITEM:

Plan Revision #15 AET Toll Gantry Equipment Mount Adjustments	\$	47,354.27
---	----	-----------

Final Quantities for Pay Items of Work Completed

The following are adjustments to Pay Item Quantities to reflect Final Quantities for pay items of completed work.

INCREASE THE FOLLOWING ITEMS:

Pipe Culvert, Other Shape, 18" Side Drain	\$	324.00
Sidewalk Concrete, 6" Thick	\$	<u>6,240.00</u>
	\$	6,564.00

TOTAL AMOUNT FOR PROJECT 429-202 **\$ 115,330.85**

Contract 528-313: SR 528 / Innovation Way Interchange
The Lane Construction Corp.
SA 528-313-0417-05

Toll Plaza Harmonization

To achieve a functional connection with the proposed design-build ramp toll plazas, adjustments to the proposed roadway and drainage features are required to harmonize with the ramp toll plaza at the designed ramp locations.

INCREASE THE FOLLOWING ITEMS:

Embankment	\$	4,484.00
Type B Stabilization	\$	546.25
Optional Base, Base Group 06	\$	403.00
Pipe Culvert, RCP, Round, 18" S/CD	\$	19,045.00
Concrete Curb & Gutter, Type D	\$	425.00
Guardrail, Roadway	\$	4,471.00
	\$	<u>29,374.25</u>

DECREASE THE FOLLOWING ITEMS:

Regular Excavation	\$	(2,200.80)
Optional Base, Base Group 01	\$	(1,952.00)
Concrete Curb & Gutter, Type F	\$	(480.00)
Shoulder Gutter, Concrete	\$	<u>(289.00)</u>
	\$	(4,921.80)

Subtotal: Toll Plaza Harmonization \$ 24,452.45

Type B Fencing

This change is requested by CFX. To maintain continuity with the existing fence and construct the proposed ditch, additional Type B fencing is required.

INCREASE THE FOLLOWING ITEM:

Fencing, Type B, 5.1-6.0' with Black Vinyl Coating	\$	9,687.60
--	----	----------

LED Luminaire Fixtures

Upgrade the high pressure sodium fixtures for roadway, sign and underdock lighting specified in the contract to LED fixtures. LED luminaires are now, due to pricing, the standard in the industry and on all new CFX project. It is desired to incorporate this upgrade as part of the current construction contract. This item represents the cost difference for the materials to implement this change as well as necessary adjustments to existing pay item.

INCREASE THE FOLLOWING ITEMS:

Conduit, F&I, Open Trench	\$	999.60
Lighting Conductors, F&I, #10 or Less	\$	451.00
Lighting Conductors, F&I, #8 to #6	\$	<u>99,933.85</u>
	\$	101,384.45

DECREASE THE FOLLOWING ITEMS:

Conduit, F&I, Directional Bore	\$	(55.50)
Lighting Conductors, F&I, #4 to #2	\$	(158,979.85)
Lighting Conductors, F&I, #1 to #0	\$	<u>(66,848.40)</u>
	\$	(225,883.75)

ADD THE FOLLOWING ITEMS:

LED Luminaire for Light Pole Complete, F&I, 130 MPH, 45'	\$	80,993.96
LED Luminaire, F&I, Underdeck, Pedant Hung	\$	5,414.76
LED Luminaire for Light Pole Complete, Special Design, F&I, SGL Arm Wall Mount, AL, 45'	\$	1,711.14
LED Luminaire for Light Pole Complete, Special Design, F&I, SGL Arm Wall Mount, AL, 45'	\$	1,711.14
LED Luminaire Sign Lighters for Existing Sign Panel, F&I	\$	<u>30,965.39</u>
	\$	120,796.39

Subtotal: LED Luminaire Fixtures \$ (3,702.91)

TOTAL AMOUNT FOR PROJECT 528-313 **\$ 30,437.14**


CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 19, 2017

RE: Approval of Contract for S.R. 408/417 Interchange Improvements Phase 2
Design/Build Services to Horizon Engineering Group/SEMA Construction
Project No. 408-253G; Contract No. 001266

Letters of Interest for the referenced project was advertised on February 1, 2017. Responses were received from three (3) firms by the February 21, 2017, deadline. Those firms were GAI Consultants/Superior Construction Company Southeast, LLC; Horizon Engineering Group, Inc. /Sema Construction; and Wantman Group, Inc. /Prince Contracting, LLC.

After reviewing and scoring the letters of interest, the Evaluation Committee met on March 3, 2017, and shortlisted all three (3) firms and requested that the three (3) respondents be invited to submit price proposals.

Price Proposals were submitted by the three firms and opened on April 27, 2017. The following results were recorded:


<u>Team</u>	<u>Price Proposal Amount</u>
1. Horizon Engineering Group, Inc. /Sema Construction	\$63,700,000.00
2. Wantman Group, Inc. /Prince Contracting, LLC.	\$66,456,425.00
3. GAI Consultants/Superior Construction Company Southeast, LLC	\$76,598,630.00

The Engineer's Estimate for the project is \$75,690,033.86

The Engineer of Record for Project 408-253G has reviewed the low bid submitted by Sema Construction, and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated all proposals and has determined the proposal from the Horizon Engineering Group, Inc. /Sema Construction team to be responsible and responsive to the submittal requirements. Award of the contract to the Horizon Engineering Group, Inc. /Sema Construction team in the amount of \$63,700,000.00 is recommended.

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

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering

LOI-001266 Committee Meeting March 3, 2017 Minutes

Evaluation Committee for S.R. 408/S.R. 417 Interchange Improvements Phase 2 Design/Build Services; LOI-001266, held a duly noticed meeting on Friday, March 3, 2017, commencing at 10:15 a.m. in the Starling Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, Director of Engineering
Iranetta Dennis, Director of Supplier Diversity
Ben Dreiling, Director of Construction
Julie Naditz, Orange County (via phone)

Committee Member Absent

Don Budnovich, Resident Engineer/Sr. Project Mgr.

Other Attendees:

Aneth Williams, Director of Procurement

Discussion and Motions:

Aneth explained that today's meeting was to evaluate and shortlist the top 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 shortlist 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>
GAI Consultants/Superior Construction Company	375	2
Horizon Engineering Group/Sema Construction	370	3
Wantman Group/Prince Contracting, LLC	384	1

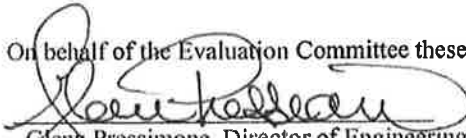
It was the consensus of the committee that the three respondents be invited to submit fee proposals.

There being no further business to come before the Committee, the meeting was adjourned at 10:26 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Friday, March 3, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams, Director of Procurement

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


Glenn Pressimone, Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


EVALUATION COMMITTEE MEMBER FINAL SUMMARY RANKING

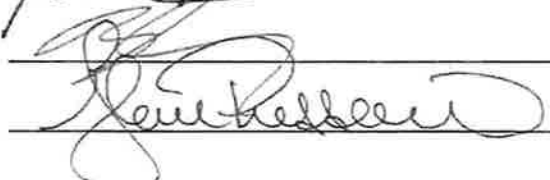
S.R. 408/S.R. 417 INTERCHANGE IMPROVEMENTS PHASE 2 DESIGN/BUILD SERVICES

CONTRACT NO. 001266

CONSULTANT	Don Budnovich Score	Iranetta Dennis Score	Glenn Pressimone Score	Julie Naditz Score	Ben Dreiling Score	TOTAL SCORE	RANKING
GAI Consultants/Superior Construction Company Southeast, LLC		92	90	90	100	372	2
Horizon Engineering Group, Inc./Sema Construction		89	95	91	95	370	3
Wantman Group, Inc./Prince Contracting, LLC		93	100	100	91	384	1

EVALUATION COMMITTEE MEMBERS:





Date: Friday, March 3, 2017

Date: Friday, March 3, 2017

Date: Friday, March 3, 2017

Date: Friday, March 3, 2017

Date: Friday, March 3, 2017

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 25, 2017

RE: Award of Contract for S.R. 408 Milling & Resurfacing from the Lake Underhill Bridge to Yucatan Drive to Preferred Materials
Project No. 408-739; Contract No. 001268

An Invitation to Bid for the referenced project was advertised on March 26, 2017. Responses to the Invitation were received from four (4) contractors by the April 27, 2017 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Preferred Materials	\$6,197,428.98
2. Middlesex Corp.	\$7,545,337.04
3. Hubbard Construction Co.	\$8,656,273.18
4. Masci general Contractor	\$10,781,716.28

The Engineer's Estimate for this project is \$7,037,234.00

The Engineer of Record for Project 408-739 has reviewed the low bid submitted by Preferred Materials, and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Preferred Materials, to be responsible and responsive to the bidding requirements. Award of the contract to Preferred Materials in the amount of \$6,197,428.98 is recommended.

The project is included in the current Five-Year Work Plan

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering


CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2017

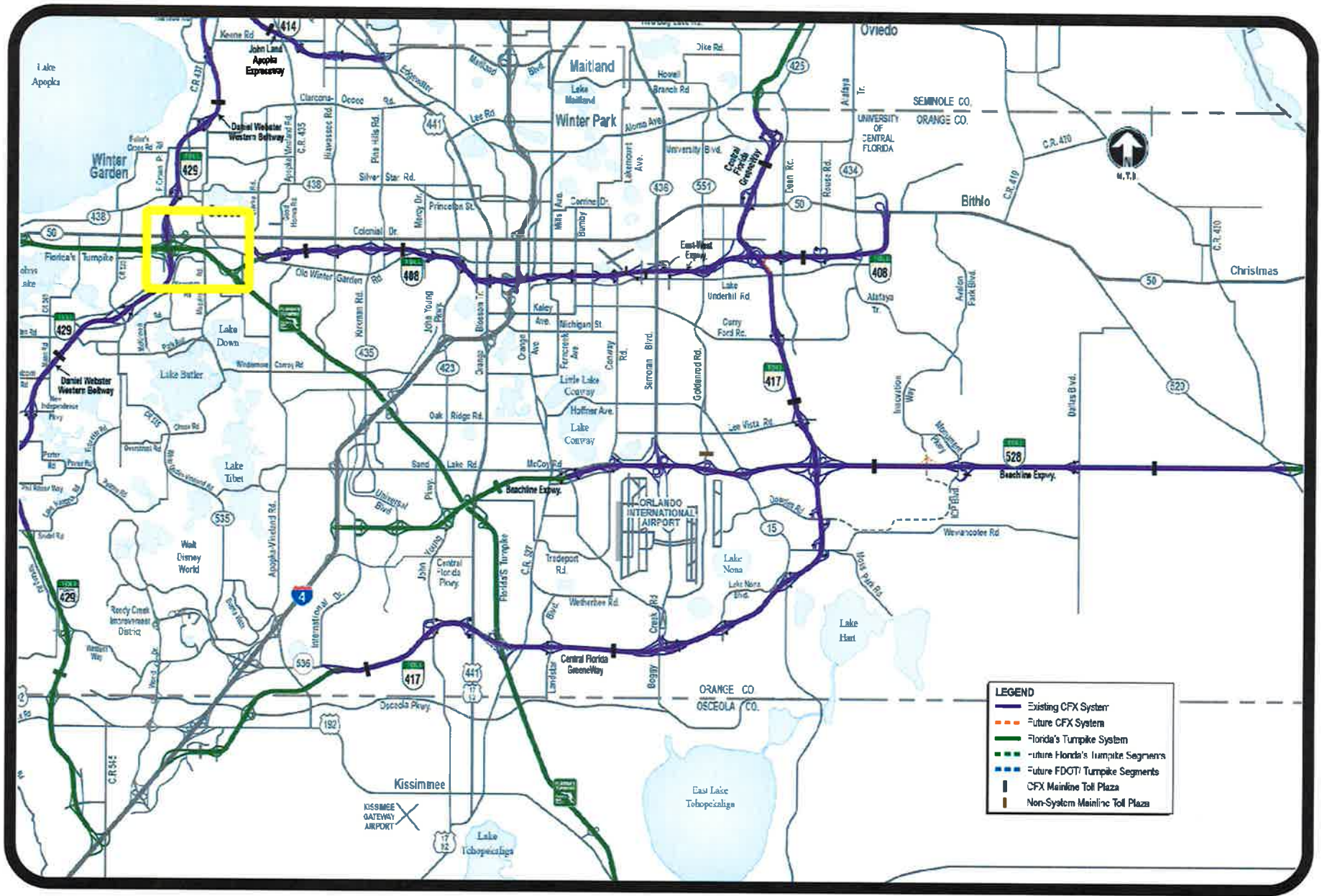
SUBJECT: Authorization to Advertise for
Letters of Interest for Interchange Modification Report Consultant Services
S.R. 429 / Florida's Turnpike Systems Interchange
Project 429-144, Contract No. 001316

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide consultant services related to preparation of an Interchange Modification Report (IMR) for the S.R. 429 / Florida's Turnpike interchange. The services include traffic operations analysis and development of proposed geometric alternatives that will enhance the operation and safety of this interchange.

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

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

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 429 / Florida's Turnpike Interchange IMR (429-144)


CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2017

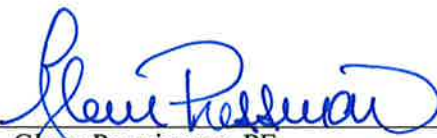
SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R.
436 to Goldenrod Road
Project 528-143, Contract No. 001314

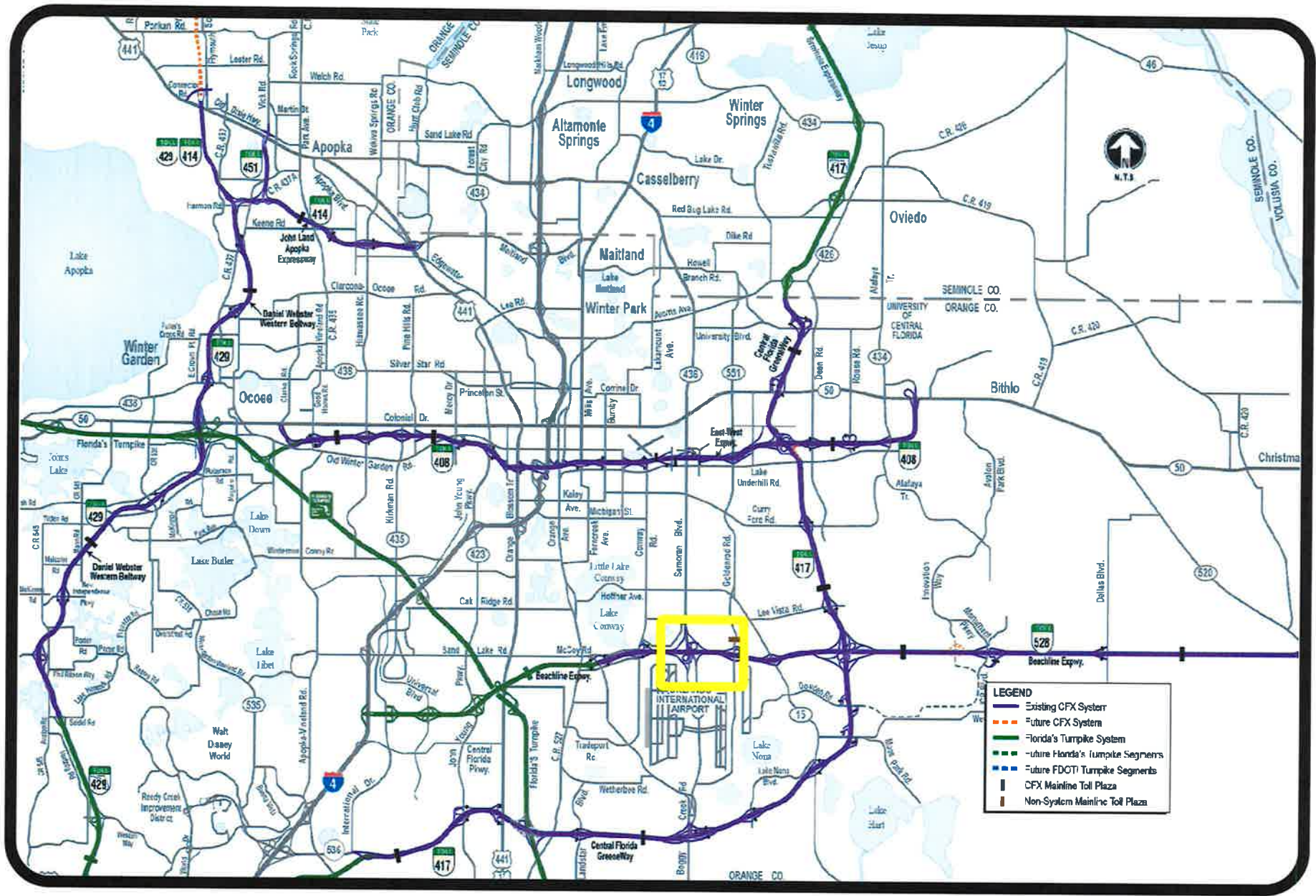
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the improvements to the S.R. 528 and S.R. 436 interchange and the widening of S.R. 528 from S.R. 436 to Goldenrod Road. The services will include design and preparation of plans and specifications for construction bids.

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

This project is contingent upon Board approval of the FY 2018 – 2022 Five Year Work Plan.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



Project Location Map for
 S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Narcoossee Road (528-143)

CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2017

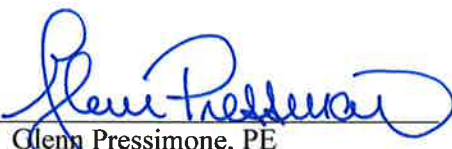
SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 417 Widening from John Young Parkway to Landstar Boulevard
Project 417-142, Contract No. 001313

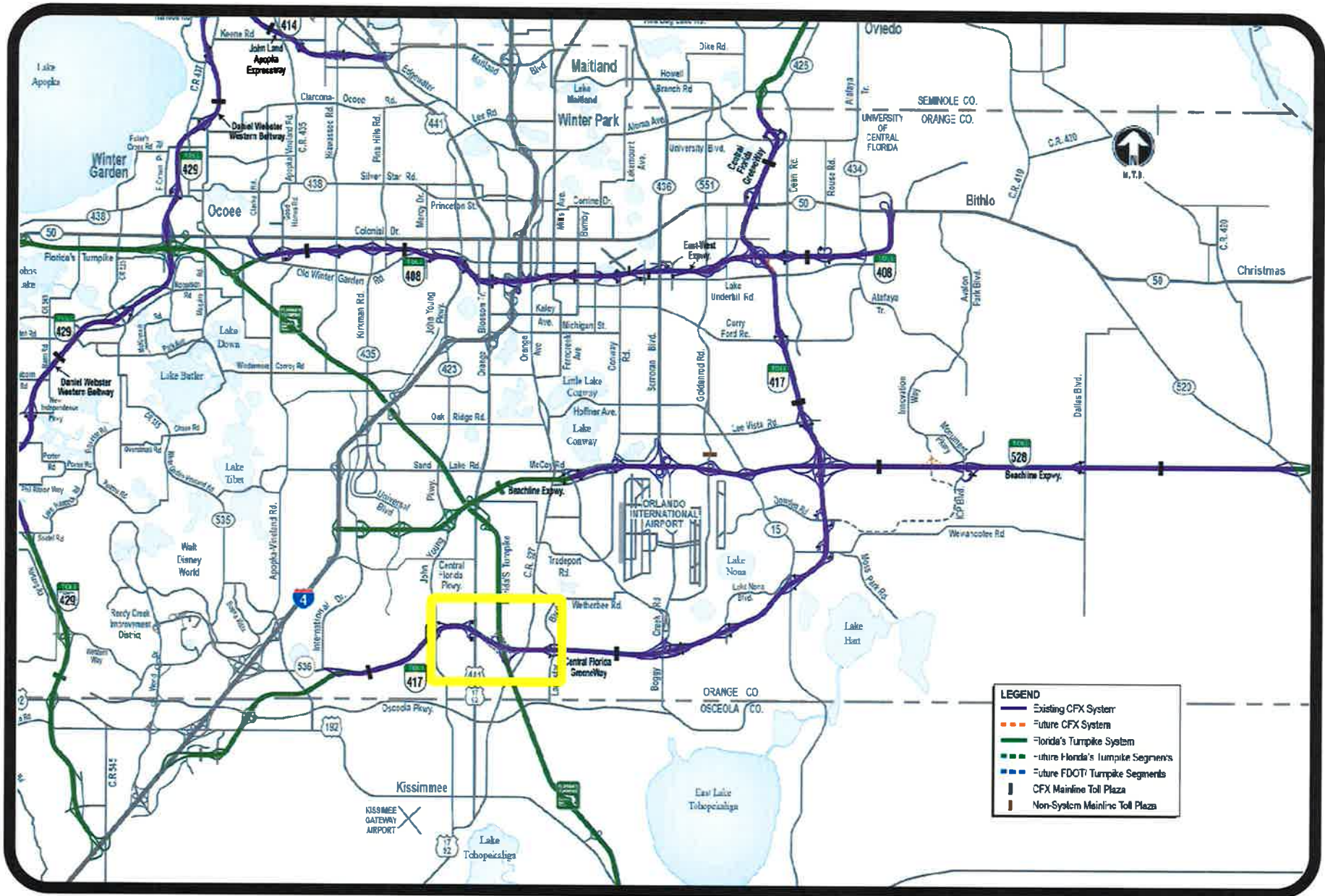
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 417 from John Young Parkway to Landstar Boulevard. The services will include design and preparation of plans and specifications for construction bids.

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

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 417 Widening from John Young Parkway to Landstar Boulevard (417-142)

CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2017


SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 417 Widening from International Drive to John Young Parkway
Project 417-141, Contract No. 001312

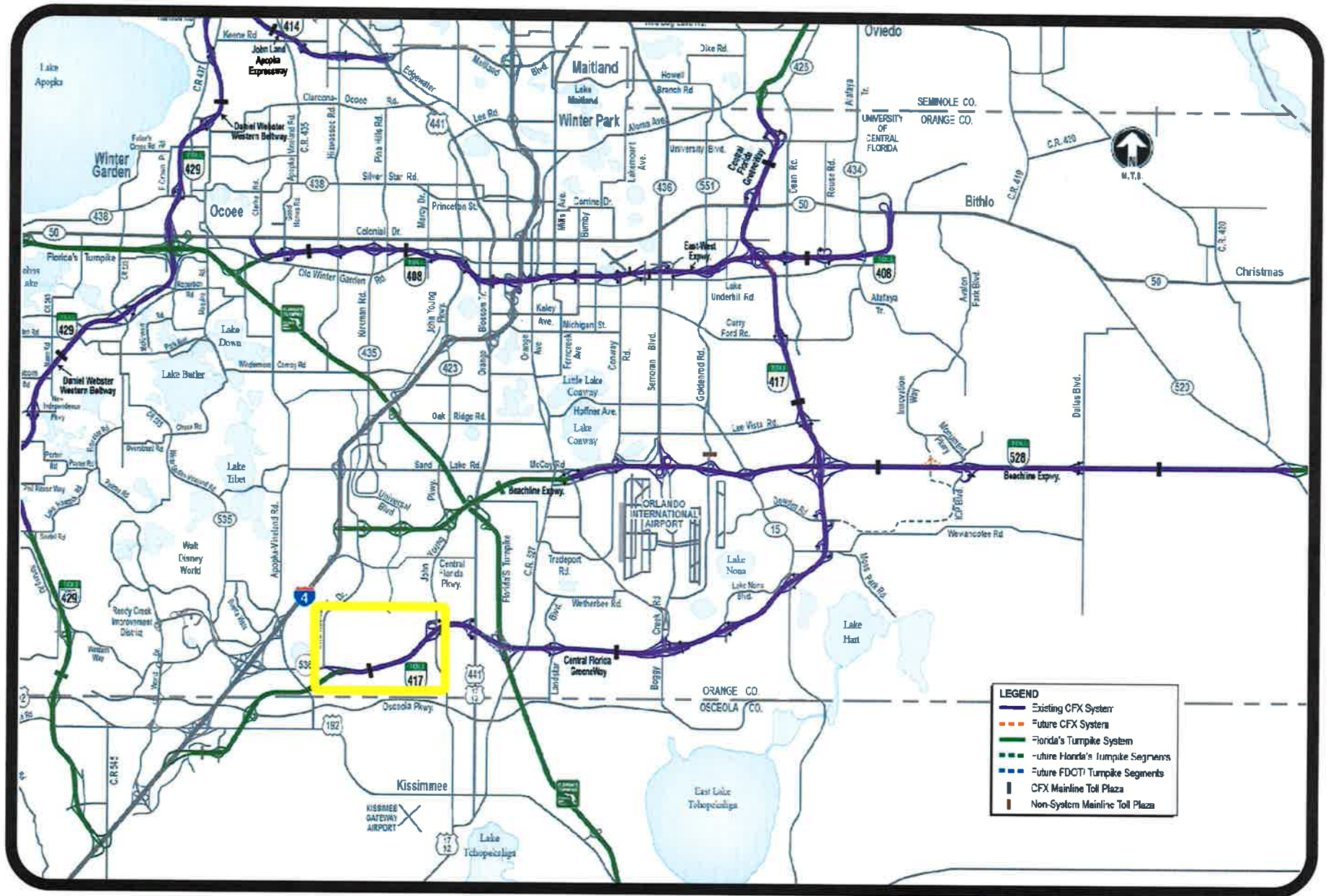
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 417 from International Drive to John Young Parkway. The services will include design and preparation of plans and specifications for construction bids.

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

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

Reviewed by:


Clemm Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 417 Widening from International Drive to John Young Parkway (417-141)


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: April 18, 2017


SUBJECT: Approval of Contract Renewal Agreement
for Internal Auditing Services with
Protiviti, Inc.
Contract No. 000931

Board approval is requested for the second and final renewal of the referenced contract with Protiviti, Inc., in the amount of \$499,000.00 for a one year period beginning July 1, 2017 and ending June 30, 2018. The current contract expires on June 30, 2017. The original contract term was three years with two (2) one-year renewals.

The Audit Committee, at its March 29, 2017 meeting recommended renewal.

Original Contract Amount	\$ 730,500.00
Supplemental Agreement No. 1	\$ 137,000.00
Renewal Agreement No. 1	\$ 499,000.00
Renewal Agreement No. 2	\$ 499,000.00
Total	\$1,865,500.00

This contract is included in the OM&A Budget.

Reviewed by: 
Joseph Passiatore
General Counsel

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000931

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Protiviti, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated May 22, 2013, whereby CFX retained the Contractor to perform internal auditor services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2017 and ending the 30th day of June, 2018 in the amount of \$499,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the first Renewal Agreement ending June 30, 2017, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first Renewal Agreement ending June 30, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

PROTIVITI, 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

20160516 15:05

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000931

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Protiviti, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated May 22, 2013, whereby CFX retained the Contractor to perform internal auditor services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2016 and ending the 30th day of June, 2017 in the amount of \$499,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 30, 2016, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 30, 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.

PROTIVITI, INC.

BY: *David J. Taylor*
Authorized Signature

Print Name: DAVID J. TAYLOR

Title: MANAGING DIRECTOR

ATTEST: *Marc Lingle* (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Lisa Howard*
Director of Procurement

Approved as to form and execution, only

Joseph J. Rosentre
General Counsel for CFX



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Internal Audit Services

18 SEP 15 PM 1:54

Contract No: 000931

This Supplemental Agreement No. 1 entered into this 10th day of September, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and PROTIVITI, INC., (the "Auditor"), the same being supplementary to the Agreement between the aforesaid, dated May 22, 2013, for services pertaining to internal audits, (the Contract").

1. The Authority has determined it necessary to increase the Contract amount by \$137,000.00 in order to continue the required internal auditing services to the end of the Contract term, and
2. The Auditor hereby agrees to the increase in the Contract amount and will continue to provide the required services with no change in the fees and rates included in the original Contract dated May 22, 2013, and
3. The Authority and Auditor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Auditor's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 1 is necessary to provide necessary funding to the end of the Contract term.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Internal Audit Services

Contract No.: 000931

Amount of Changes to this document: \$137,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Andre Milk*
Director of Procurement

Date: 9/21/15

Approved as to Form and Execution:

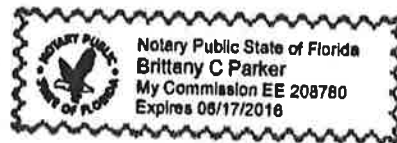
Joseph J. Sciatore
General Counsel

PROTIVITI, INC.

Phillip Z. Fretwell
By: PHILLIP Z. FRETWELL
Title: MANAGING DIRECTOR

Attest: Brittany Parker (Seal)

Date: 9/15/15



RECEIVED
CONTRACTS DEPT
Cros 9/21/15
SIGNATURE / DATE

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
PROTIVITI, INC.**

INTERNAL AUDITOR SERVICES

CONTRACT NO. 000931

**CONTRACT DATE: MAY 22, 2013
CONTRACT AMOUNT: \$730,500.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL AND PRICE PROPOSAL
FOR
INTERNAL AUDITOR SERVICES**

CONTRACT NO. 000931

MAY 2013

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member**

Executive Director

Max Crumit, P.E.

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PRICE PROPOSAL	PP-1

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 22nd day of May, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PROTIVITI, INC., 301 East Pine Street, Suite 225, Orlando, Florida 32801, hereinafter the AUDITOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of an auditor to perform internal auditor services and related tasks as may be assigned to the AUDITOR by the AUTHORITY and identified as Contract No. 000931; and,

WHEREAS, on or about March 16, 2013, the AUTHORITY issued a Request for Proposals seeking qualified auditors to perform such tasks; and,

WHEREAS, AUDITOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The AUDITOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY in accordance with the Scope of Services, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing internal auditor services in accordance with the internal audit plan approved by the AUTHORITY's audit committee.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the AUDITOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other auditors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by AUDITOR, and
- 1.5 The Price Proposal submitted by AUDITOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the AUDITOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the AUDITOR with written notice of its intent at least 150 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for AUDITOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. AUDITOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) materially fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised in accordance with the Scope of Services, or for any other cause whatsoever, fails to carry on the work in an acceptable manner in accordance with the Scope of Services, the AUTHORITY will

give notice in writing to the AUDITOR of such delay, neglect or default and provide AUDITOR with a reasonable opportunity to cure. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the AUDITOR's default (including the costs of completing Contract performance in excess of the sum which would have been payable under the Contract) shall be charged against the AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the AUDITOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, AUDITOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit AUDITOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due AUDITOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by AUDITOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

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

AUTHORITY reserves the right to terminate or cancel this Contract in the event the AUDITOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$730,500.00. Services shall be provided and fees to be billed for each year of the contract will be as agreed in the Task Order.

3.2 AUTHORITY agrees to pay AUDITOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

AUTHORITY reserves and is granted the right (during regular business hours and after 48 hours advance notice) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) of the AUDITOR or any subconsultant. By submitting a response to the Request for Proposal, AUDITOR or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents and AUDITOR unlawfully refuses such access or review, AUDITOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of AUDITOR. Disqualification or suspension of the AUDITOR for failure to comply with this section shall also preclude the AUDITOR from acting in the future as a subconsultant of another AUDITOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the AUDITOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY's program, AUDITOR is encouraged to grant small businesses the maximum practicable opportunity to participate in the provision of the Services.

6. AUDITOR INSURANCE

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

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ~~(\$1,000,000.00) per occurrence of bodily injury or property damage~~ and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by AUDITOR under this Agreement.

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) endeavor to provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. AUDITOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by AUDITOR hereunder, AUDITOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to

limit AUDITOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to AUDITOR's policies shall be excess insurance, not contributory.

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

7. AUDITOR RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

AUTHORITY acknowledges that AUDITOR's work is highly dependent on the availability of AUTHORITY's personnel, other contractors of AUTHORITY and other factors beyond the control of AUDITOR. AUDITOR will use commercially reasonable efforts to assist AUTHORITY in meeting any stated deadlines but AUTHORITY acknowledges that despite these efforts, due to such factors, any stated deadlines and timelines may not be met.

The AUTHORITY shall arrange for access to and make all provisions for the AUDITOR to enter upon public and private property as required for the AUDITOR to perform its services. The AUTHORITY shall also provide or arrange to provide AUDITOR with timely access to and use of the personnel, facilities, equipment, data and information to the extent necessary for AUDITOR to perform the services.

AUTHORITY acknowledges that the achievement of any policy, process, model, system or risk management practice depends not only on the design and implementation, but also on the quality, experience and continuity of personnel involved, the diligent ongoing execution, and the appropriate modifications as changing conditions warrant. AUTHORITY understands and accepts responsibility for all decisions related to, and implementation of policies, processes, models, systems and risk management practice assessments, methods and assumptions developed in the course of this project.

AUTHORITY is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. AUTHORITY shall be fully and solely responsible for applying independent business judgment with respect to the services and the deliverables provided by AUDITOR, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports or other deliverables to AUTHORITY.

AUTHORITY acknowledges that there is no authoritative standard against which risk management practices can be directly compared. In practice, methodologies and approaches to measuring, managing and controlling risk vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound or "best" practices is judgmental and subjective.

AUDITOR shall be entitled to rely on all information provided by, and decisions and approvals of, AUTHORITY in connection with AUDITOR's work hereunder. AUTHORITY hereby releases AUDITOR and its personnel from any liability and costs relating to the services hereunder to the extent such liability and costs are attributable to any information provided by AUTHORITY personnel that is not complete, accurate or current in all material respects.

AUDITOR's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the AUTHORITY. The AUDITOR will not perform management functions or make management decisions for the AUTHORITY.

8. HOLD HARMLESS AND INDEMNIFICATION OF AUTHORITY

The AUDITOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the AUTHORITY, and their officers, agents, and employees, from third party suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property and alleged to be caused by the negligence or wrongful omission, in whole or in part, by AUDITOR, its agents, employees, partners, or subcontractors, provided, however, that the AUDITOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the AUTHORITY.

Further, the AUDITOR shall fully indemnify, defend, and hold harmless the AUTHORITY from any suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a misuse or modification of AUDITOR 's products or an operation or use of AUDITOR 's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the AUDITOR's opinion is likely to become the subject of such a suit, the AUDITOR may at its sole expense procure for the AUTHORITY the right to continue using the product or to modify it to become non-infringing or procure or license alternate product(s) that are non-infringing. If the

AUDITOR is not reasonably able to modify or otherwise secure the AUDITOR the right to continue using the product, the AUDITOR shall remove the product and refund the AUTHORITY the amounts paid in excess of a reasonable rental for past use. The AUTHORITY shall not be liable for any royalties.

The AUDITOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the AUTHORITY giving the AUDITOR (1) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at AUDITOR 's sole expense. The AUDITOR shall not be liable for any cost, expense, or compromise insured or made by the AUTHORITY in any legal action without the AUDITOR's prior written consent, which shall not be unreasonably withheld.

For all claims against the AUDITOR under this Contract, and regardless of the basis on which the claim is made, the AUDITOR's liability under this Contract as amended for direct damages shall be limited to the greater of \$100,000, the dollar amount of this Contract as amended, or two times the charges rendered by the AUDITOR under this Contract as amended.

Unless otherwise specifically enumerated in this Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The AUTHORITY may, in addition to other remedies available to them at law or equity and upon notice to the AUDITOR, retain such monies from amounts due AUDITOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The AUTHORITY may set off any liability or other obligation of the AUDITOR or its affiliates to the AUTHORITY against any payments due the AUDITOR under any contract with the AUTHORITY.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by AUDITOR in conjunction with this Contract (including without limitation AUDITOR Records and Proposal Records, if and as applicable), AUDITOR shall immediately notify the AUTHORITY. Thereafter, AUDITOR shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct AUDITOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by AUDITOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

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

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

AUDITOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the AUDITOR, to solicit or secure this Contract, and that AUDITOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

AUDITOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. AUDITOR acknowledges that it has read the Ethics Policy and, to the extent applicable, AUDITOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, AUDITOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

AUDITOR covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

13. NONDISCRIMINATION

AUDITOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected AUDITOR to perform the Services based upon characteristics and qualifications of AUDITOR and its employees. Therefore, AUDITOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the AUDITOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY's sole and absolute discretion. Any attempt by AUDITOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY's written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

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

15. DISPUTES

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

16. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

17. OTHER SEVERABILITY

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

18. GOVERNING LAW

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

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

19. RELATIONSHIPS

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

AUDITOR shall conduct no act or omission that would lead AUDITOR's employees or any legal tribunal or regulatory agency to believe or conclude that AUDITOR's employees would be employees of the AUTHORITY.

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

20. INTERPRETATION

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

21. SURVIVAL OF EXPIRATION OR TERMINATION

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

21.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

21.3 Prohibition on non-competition agreements of AUDITOR's employees with respect to any successor of AUDITOR; and

21.4 Obligations upon expiration or termination of the Contract; and

21.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

22. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

22.1 Immediately upon expiration or termination of this Contract AUDITOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of AUDITOR who performed work under the Contract; and

22.2 AUDITOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

23. INTELLECTUAL PROPERTY

Subject to AUTHORITY's fulfillment of all payment obligations, AUDITOR acknowledges and agrees that AUTHORITY shall retain all ownership rights in any deliverables developed by AUDITOR under this Agreement and delivered to AUTHORITY, excluding AUDITOR Proprietary Materials, as defined below, and any third-party software that is incorporated into the deliverables. AUTHORITY acknowledges that as part of performing services, AUDITOR may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any enhancements or modifications thereto) which have been originated or developed by AUDITOR, or which have been purchased by, or licensed to AUDITOR (collectively, "AUDITOR Proprietary Materials"). AUTHORITY agrees that AUDITOR shall retain sole and exclusive title, rights and interest in and to AUDITOR Proprietary Materials. Subject to the terms of this Agreement, AUDITOR grants and AUTHORITY accepts a worldwide, nonexclusive, nontransferable license to AUDITOR Proprietary Materials for use only in conjunction with deliverables.

AUDITOR's deliverables are for the use and benefit of AUTHORITY only and not for any other party (such other parties, each a "Third Party"). If AUTHORITY desires to disclose such deliverables or make reference to AUDITOR to any Third Party other than AUTHORITY's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential, except as otherwise required by the applicable public records act, AUTHORITY will obtain AUDITOR's prior written approval and if requested by AUDITOR, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to AUDITOR in its reasonable discretion. AUDITOR accepts no liability or responsibility to any Third Party who benefits from or uses services hereunder or gains access to the deliverables.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on May 22, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: Claude Miller
Director of Procurement

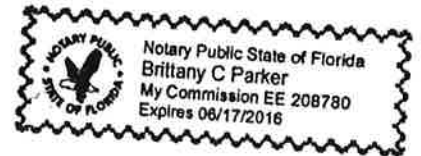
Print Name: Claude Miller

PROTIVITI, INC.

By: Phillip Z. Freeman

Print Name: PHILLIP Z. FREEMAN
MANAGING DIRECTOR
Title

ATTEST: Brittany C. Parker (Seal)



Approved as to form and execution, only.

Joseph J. Lassiatore
General Counsel for the AUTHORITY

State of Florida
County of Orange
The foregoing instrument was acknowledged
before me this 28 day of May, 2013
by Brittany C. Parker
Brittany C. Parker
(SEAL) PRINT, TYPE OR STAMP NAME OF NOTARY
Personally known
or Produced Identification _____
Type of Identification Produced: _____


CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: April 18, 2017


SUBJECT: Approval of Contract Renewal Agreement for Payment Card Industry (PCI)
Compliance Audit Services with Protiviti, Inc.
Contract No. 000960

Board authorization is requested for the second and final renewal of the referenced contract with Protiviti, Inc., in the amount of \$65,000.00 for a one year period beginning July 18, 2017 and ending July 17, 2018. The current contract expires on July 17, 2017. The original contract term was three years with two (2) one-year renewals.

The Audit Committee, at its March 29, 2017 meeting recommended renewal.

Original Contract Amount	\$156,625.00
Supplemental Agreement No. 1	\$ 70,000.00
Renewal Agreement No. 1	\$ 65,000.00
Renewal Agreement No. 2	\$ 65,000.00
Total	\$356,625.00

This contract is included in the OM&A Budget.

Reviewed by: 
Corey Quinn
Chief of Technology/Operations

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000960

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Protiviti, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated May 22, 2013, whereby CFX retained the Contractor to perform payment card industry (PCI) compliance audit services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 18th day of July, 2017 and ending the 17th day of July, 2018 in the amount of \$65,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the first Renewal Agreement ending July 17, 2017, the Contractor shall execute a 'Certificate of Completion of the first Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first Renewal Agreement ending July 17, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

PROTIVITI, 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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000960

25 MAY 13 PM 8:57

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Protiviti, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated May 22, 2013, whereby CFX retained the Contractor to perform payment card industry (PCI) compliance audit services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 18th day of July, 2016 and ending the 17th day of July, 2017 in the amount of \$65,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending July 17, 2016, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending July 17, 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.

PROTIVITI, INC.

BY: *David J. Taylor*
Authorized Signature

Print Name: DAVID J. TAYLOR

Title: MANAGING DIRECTOR

ATTEST: *Marc Lingle* (SEAL)
Secretary or Notary



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Joe Edward*
Director of Procurement

Approved as to form and execution, only

Joseph J. Proietore
General Counsel for CFX

2016 MAY 11 09:06 54

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PAYMENT CARD INDUSTRY (PCI) COMPLIANCE
AUDIT SERVICES
CONTRACT NO. 000960**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 12th day of May 2016, by and between the Central Florida Expressway Authority ("CFX") and Protiviti, Inc. ("Consultant").

WITNESSETH:

WHEREAS, CFX and the Consultant on May 22, 2013, entered into an Agreement whereby CFX retained the Consultant to provide payment card industry (PCI) compliance audit services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$70,000.00 in order to continue the required services through the original term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated May 22, 2013;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$70,000.00 which shall make the total not-to-exceed amount of the Contract \$226,625.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on May 12, 2016.


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PROTIVITI, INC.

By: 

Title: MANAGING DIRECTOR

Attest:  (Seal)



Approved as to form and execution, only.

General Counsel for CFX



CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
PROTIVITI, INC.**

PAYMENT CARD INDUSTRY (PCI) COMPLIANCE AUDIT

CONTRACT NO. 000960

**CONTRACT DATE: MAY 22, 2013
CONTRACT AMOUNT: \$156,625.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL AND PRICE PROPOSAL
FOR
PAYMENT CARD INDUSTRY (PCI) COMPLIANCE AUDIT**

CONTRACT NO. 000960

MAY 2013

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member**

Executive Director

Max Crumit, P.E.

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METHOD OF COMPENSATION	MC-1 to MC-2
TECHNICAL PROPOSAL	TP-1 to TP-23
PRICE PROPOSAL	PP-1

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 22nd day of May, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PROTIVITI, INC., 301 East Pine Street, Suite 225, Orlando, Florida 32801, hereinafter the AUDITOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of an auditor to perform payment card industry (PCI) compliance audit and related tasks as may be assigned to the AUDITOR by the AUTHORITY and identified as Contract No. 000960; and,

WHEREAS, on or about March 23, 2013, the AUTHORITY issued a Request for Proposals seeking qualified auditors to perform such tasks; and,

WHEREAS, AUDITOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The AUDITOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY in accordance with the Scope of Services, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing PCI compliance audit in accordance with direction from the AUTHORITY.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the AUDITOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other auditors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by AUDITOR, and
- 1.5 The Price Proposal submitted by AUDITOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the AUDITOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the AUDITOR with written notice of its intent at least 150 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days' notice for convenience or 15 days with cure notice for cause for AUDITOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. AUDITOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) materially fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised in accordance with the Scope of Services, or for any other cause whatsoever, fails to carry on the work in an acceptable manner in accordance with the Scope of Services, the AUTHORITY will

give notice in writing to the AUDITOR of such delay, neglect or default and provide AUDITOR with a reasonable opportunity to cure. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the AUDITOR's default (including the costs of completing Contract performance in excess of the sum which would have been payable under the Contract) shall be charged against the AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the AUDITOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, AUDITOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit AUDITOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due AUDITOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by AUDITOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

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

AUTHORITY reserves the right to terminate or cancel this Contract in the event the AUDITOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$156,625.00. Services shall be provided and fees to be billed for each audit as agreed by the AUTHORITY.

3.2 AUTHORITY agrees to pay AUDITOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

AUTHORITY reserves and is granted the right (during regular business hours and after 48 hours advance notice) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) of the AUDITOR or any subconsultant. By submitting a response to the Request for Proposal, AUDITOR or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents and AUDITOR unlawfully refuses such access or review, AUDITOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of AUDITOR. Disqualification or suspension of the AUDITOR for failure to comply with this section shall also preclude the AUDITOR from acting in the future as a subconsultant of another AUDITOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the AUDITOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

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

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

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

20. INTERPRETATION

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

21. SURVIVAL OF EXPIRATION OR TERMINATION

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

21.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

21.3 Prohibition on non-competition agreements of AUDITOR's employees with respect to any successor of AUDITOR; and

21.4 Obligations upon expiration or termination of the Contract; and

21.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

22. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

22.1 Immediately upon expiration or termination of this Contract AUDITOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of AUDITOR who performed work under the Contract; and

22.2 AUDITOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

23. INTELLECTUAL PROPERTY

Subject to AUTHORITY's fulfillment of all payment obligations, AUDITOR acknowledges and agrees that AUTHORITY shall retain all ownership rights in any deliverables developed by AUDITOR under this Agreement and delivered to AUTHORITY, excluding AUDITOR Proprietary Materials, as defined below, and any third-party software that is incorporated into the deliverables. AUTHORITY acknowledges that as part of performing services, AUDITOR may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any enhancements or modifications thereto) which have been originated or developed by AUDITOR, or which have been purchased by, or licensed to AUDITOR (collectively, "AUDITOR Proprietary Materials"). AUTHORITY agrees that AUDITOR shall retain sole and exclusive title, rights and interest in and to AUDITOR Proprietary Materials. Subject to the terms of this Agreement, AUDITOR grants and AUTHORITY accepts a worldwide, nonexclusive, nontransferable license to AUDITOR Proprietary Materials for use only in conjunction with deliverables.

AUDITOR's deliverables are for the use and benefit of AUTHORITY only and not for any other party (such other parties, each a "Third Party"). If AUTHORITY desires to disclose such deliverables or make reference to AUDITOR to any Third Party other than AUTHORITY's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential, except as otherwise required by the applicable public records act, AUTHORITY will obtain AUDITOR's prior written approval and if requested by AUDITOR, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to AUDITOR in its reasonable discretion. AUDITOR accepts no liability or responsibility to any Third Party who benefits from or uses services hereunder or gains access to the deliverables.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on May 22, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

Print Name: Claude Miller

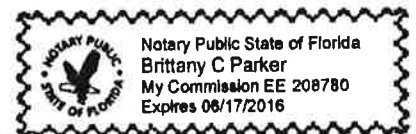
PROTIVITI, INC.

By: *Scott C. LaLiberte*

Print Name: Scott C. LaLiberte

Managing Director
Title

ATTEST: *Brittany C. Parker* (Seal)



Approved as to form and execution, only.

Joseph J. Rossette
General Counsel for the AUTHORITY

CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel



DATE: April 26, 2017

RE: *Central Florida Expressway Authority v. Odis and Polly Dover, et al.*
Case No. 2015-CA-002136-O, Project 429-204, Parcel 250
Location: 3317 and 3311 Ondich Road, unincorporated Orange County, Florida
Total Taking of 1.518 acres
Proposed Settlement

INTRODUCTION

Through informal settlement negotiations and before the attorney for Odis and Polly Dover had incurred significant expert fees and costs, the parties reached a proposed settlement in the amount of **\$356,700**, consisting of \$315,000 for the property taken, \$29,700 for statutory attorney's fees, and \$12,000 for expert fees.

DESCRIPTION OF PROPERTY AND TAKING

Parcel 250 is a fee simple whole taking consisting of 1.518 acres as shown in the aerials and photographs attached as **Exhibit A**. Parcel 250 is located on the north side of Ondich Road just west of Plymouth Sorrento in unincorporated Orange County, Florida. Parcel 250 is improved with eight (8) double-poly covered greenhouses and a 1,064-square-foot, concrete-block, single-family residence. The eight greenhouses span 19,584 square feet and include an office and a restroom area. The residence was built in 1981 and has 3 bedrooms, 2 baths, and an attached one-car garage. Additional improvements include two sheds, a propane tank, fencing, and other agricultural/rural residential type improvements.

CFX'S APPRAISAL REPORT

Chad G. Durrance, MAI, appraised the property for CFX. He opined the highest and best use of Parcel 250 is as improved with the existing greenhouse area, single-family residence, and associated site improvements. He valued the land at \$27,500 per acre after examining comparable sales ranging from \$23,400 to \$29,300 per acre. He also analyzed the value of the property as improved reviewing six comparable sales of improved property ranging in price from \$27,200 per acre to \$208,700 per acre. Based upon his analysis, he estimated the value of Parcel 250 as follows:

Land Value per Acre	\$ 27,500
Land Taken (1.518 acres)	\$ 42,000
Improvements	\$183,000
Total for Owners	\$225,000

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

MR. AND MRS. DOVER'S DEMAND

Kent Hipp, counsel for Mr. and Mrs. Dover, retained Richard C. Dreggors, GAA, and Brandon Construction Company to prepare a preliminary opinion of value. Brandon Construction Company presented a table itemizing the cost of reproduction of the improvements at \$769,563, a copy of which is attached as **Exhibit B**.

Although the Dovers did not have a signed appraisal report, CFX did receive Mr. Dreggors' files on vacant land sales and improved sales and a table comparing the Dovers' estimate of value with CFX's appraised value. According to the table, the Dovers demanded \$390,000, based upon \$76,000 for the land at \$50,000 per acre, \$299,000 for the improvements, and \$15,000 for interest. A copy of the table is attached as **Exhibit C** and reiterated, in part, below.

	CFX	Dovers
Land Value per Acre	\$ 27,500	\$ 50,000
Land Taken (1.518 acres)	\$ 42,000	\$ 76,000
Improvements	\$183,000	\$299,000
Subtotal for Owners	\$225,000	\$375,000
Interest		\$15,000
Total		\$390,000

PROPOSED SETTLEMENT

The Dovers offered to settle this matter for \$315,000 for the property taken plus \$12,000 for expert fees at a reduced rate, and statutory attorney's fees.

Regarding expert fees, Mr. Hipp retained two experts who provided invoices totaling \$13,493, copies of which are attached as **Exhibit D**. After reviewing the invoices, the hourly rates, and the services performed, the parties determined that a payment of **\$12,000** for all of the owners' expert fees and costs would be a reasonable amount for settlement purposes.

Expert	Invoice	Proposed Settlement
Calhoun, Dreggors & Associates, Inc.	\$ 9,993	\$8,500
Brandon Construction Company	3,500	3,500
Total	\$13,493	\$12,000

Statutory attorney's fees are based upon the benefit achieved. With a settlement in the amount of \$315,000 and a first written offer of \$225,000, the monetary benefit is \$90,000. Statutory attorney's fees are 33% of \$90,000 or **\$29,700**. By way of comparison, the statutory attorney's fee based upon the owners' demand of \$375,000 would yield an attorney's fee of \$49,500.

The table below summarizes the positions of each party and the proposed settlement.

	CFX	Dovers	Proposed Settlement
Total for Owners	\$225,000	\$375,000	\$315,000
Interest		15,000	
Expert Fees and Costs		13,493	12,000
Statutory Attorney's Fees		49,500	29,700
Total		\$452,993	\$356,700

REQUESTED ACTION

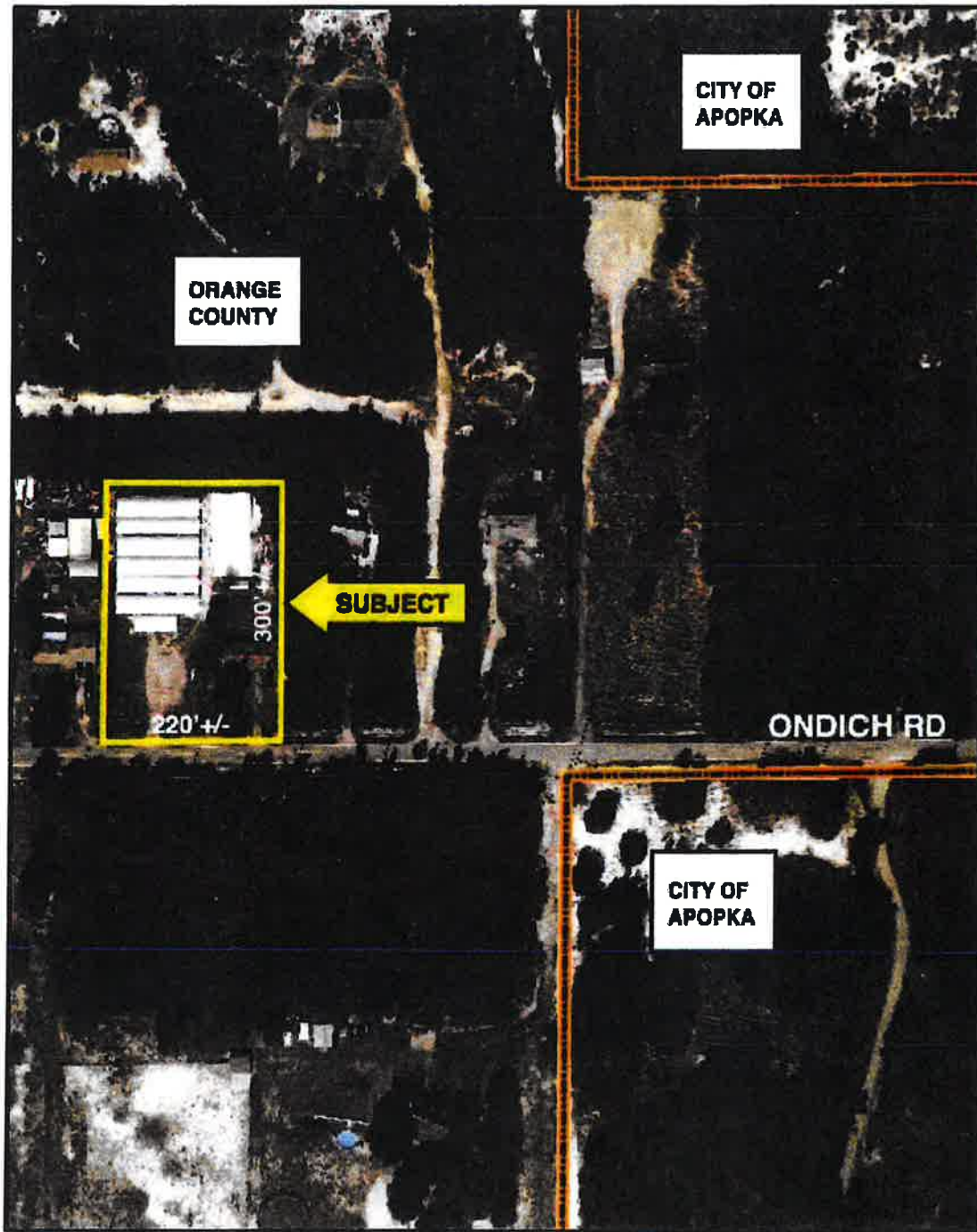
Board approval is requested to accept the Settlement Agreement in the amount of \$356,700, consisting of \$315,000 for the property taken, plus \$29,700 for statutory attorney's fees, and \$12,000 for expert fees, including all claims of compensation arising from the taking of Parcel 250, severance damages, business damages, tort damages, interest, attorney's fees attorney's costs, expert fees, expert costs, and any other claim, except supplemental attorney's fees under Section 73.092(2), Florida Statutes, for apportionment.

The Right of Way Committee recommended approval on April 26, 2017.

Attached Exhibits:

- A. Aerials and Photographs of the Property
- B. Cost of Reproduction by Brandon Construction
- C. Table Comparing the Differences
- D. Invoices from the Owners' Experts
- E. Settlement Agreement

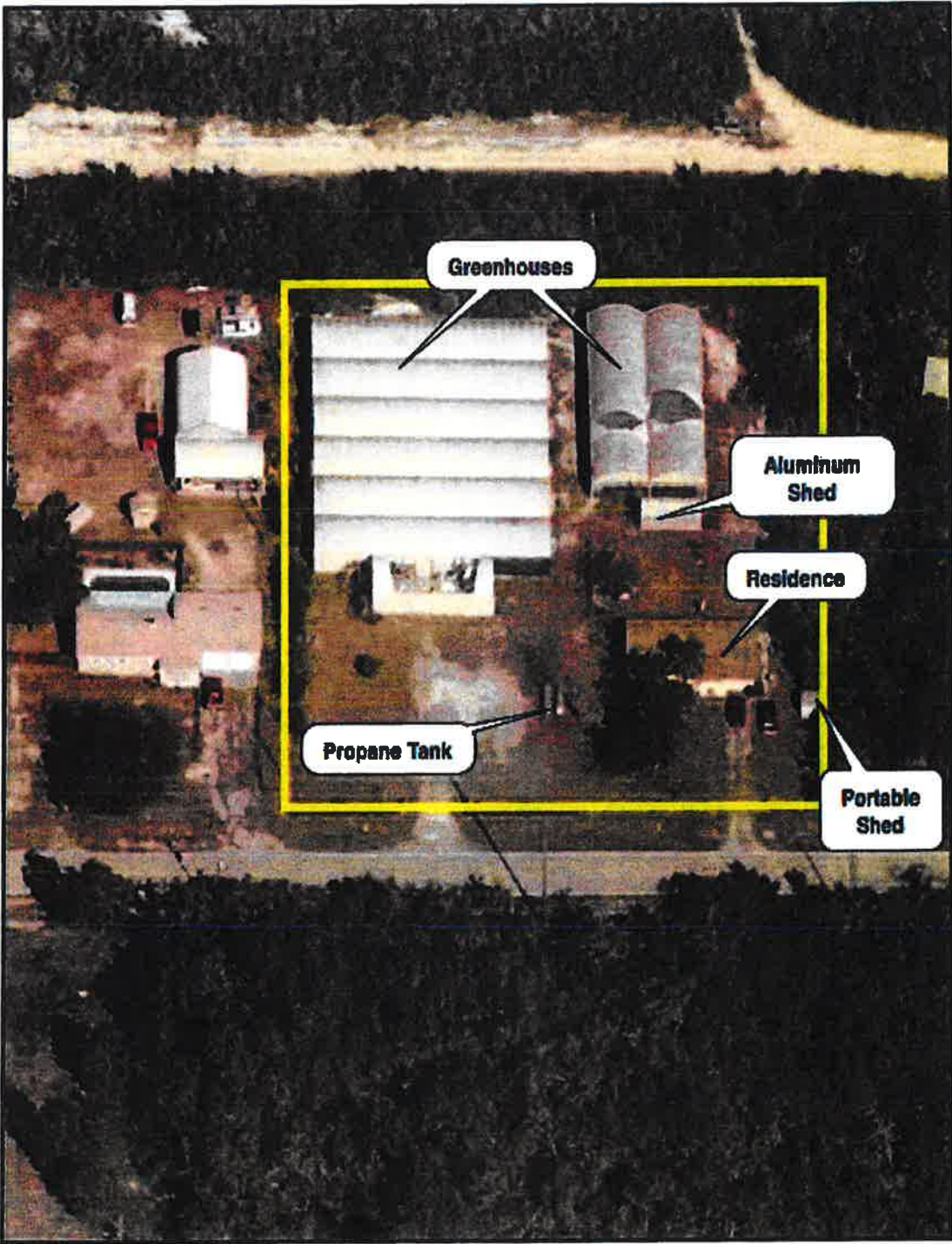
Reviewed by: Joseph Hassiatore



AERIAL

(Source: OCPAFL.org – 2014 Image Date)

EXHIBIT A



AERIAL/SKETCH



Northerly view of residence from Ondich Road. (Photo #1)



Northerly view of greenhouses from Ondich Road. (Photo #2)

Brandon Construction Company				Cost of Reproduction		
DOVER PROPERTY						EST#1364
3311/3317 Ondich Rd ~ Apopka, FL						13-Apr-15
			14.0%	59.0%	27.0%	100.0%
CSI	DESCRIPTION	NOTES	SITWORK	NURSERY	RESIDENCE	TOTAL
00000	Building Square Footage	Enclosed Area	N / A	19,584	1,400	20,984
01000	General Requirements	prorated	7,315	30,828	14,108	52,250
	Project Management	prorated	1,540	6,490	2,970	11,000
	Architectural/Engineering		4,500	1,500	7,000	13,000
	Building Permits/Misc Fees		250	6,350	3,550	10,150
	Orange County Impact Fees		0	0	11,950	11,950
	Surveying/Materials Testing		2,000	4,500	2,500	9,000
02000	Mobilization/MOT		1,500	0	0	1,500
	Barricades/Silt Barrier		2,100	0	0	2,100
	Clear & Grubb, Hauling		2,250	0	0	2,250
	Earthwork/Grading/Misc		3,000	0	0	3,000
	Water/Sewer Piping		4,125	0	0	4,125
	Wells/Pumps/Equip		6,375	0	0	6,375
	Septic Tank/Drainfield		8,400	0	0	8,400
	Concrete Paving/Walks		2,250	0	0	2,250
	Gravel/Shell Drives/Parking		1,500	0	0	1,500
	Chainlink Fencing/Gates		8,850	0	0	8,850
	Wood Fencing/Misc		incl	0	0	incl
	Plants/Shrubs/Trees		6,300	0	0	6,300
	Sod/Seed/Mulch		6,040	0	0	6,040
	Storage Sheds (2)		4,375	0	0	4,375
03000	Foundations		0	14,000	13,550	27,550
	Slab on Grade		0	incl	incl	incl
04000	Block Masonry		0	0	14,925	14,925
	Cell Fill/Rebar		0	0	incl	incl
06000	Rough Carpentry		0	3,580	18,700	22,280
	Roof Trusses		0	0	incl	incl
	Finish Carpentry/Trim		0	250	2,350	2,600
	Cabinetry/Countertops		0	0	7,500	7,500

EXHIBIT B

07000	Rigid/Batt Insulation	0	300	1,950	2,250
	Asphalt Shingle Roofing	0	0	7,125	7,125
	Flashings/Misc	0	0	incl	incl
	Soffits/Siding	0	0	1,000	1,000
08000	Doors/Frames/Hardware	0	550	2,700	3,250
	Overhead Doors	0	0	900	900
	Aluminum Windows	0	0	3,150	3,150
	Sliding Glass Door	0	0	incl	incl
	Interior Glass/Mirrors	0	100	400	500
09000	Drywall/Finishing	0	400	5,600	6,000
	Ceramic Tile	0	0	2,700	2,700
	Carpeting/Vinyl	0	450	2,250	2,700
	Interior/Exterior Painting	0	500	6,950	7,450
10000	Specialties/Misc	0	2,000	750	2,750
	Fire Ext/Cabinets	0	incl	incl	incl
12000	Window Treatments	0	0	900	900
13000	Steel Framed Greenhouses	0	146,880	0	146,880
	Gutters & Downspouts	0	incl	0	incl
	Exhaust Fans	0	incl	0	incl
	Evap Cooling Pads	0	14,400	0	14,400
	Heating Systems	0	10,400	0	10,400
	Metal Frame Plant Benches	0	34,560	0	34,560
	Fabric Ground Covering	0	5,280	0	5,280
15000	Interior Irrigation Systems	0	9,720	0	9,720
	Spray Machines/Injection Equip	0	15,000	0	15,000
	LP Gas Piping (to Heaters/Misc)	0	4,000	0	4,000
	Plumbing/Fixtures	0	600	9,250	9,850
	Water Heaters/Misc	0	0	incl	incl
	LP Gas Piping/Equip	7,500	0	1,500	9,000
	Propane Storage Tanks	incl	0	0	incl
	HVAC/Ductwork	0	450	6,750	7,200
	Bath Fans/Venting	0	incl	incl	incl
16000	Electrical	0	38,400	10,500	48,900
	Light Fixtures	0	incl	incl	incl

	Site Electrical/Panels		3,500	0	0	3,500
		Subtotal	83,670	351,488	163,478	598,635
		0.5% Bldr's Risk	418	1,757	817	2,993
		1.0% Gen Liability	837	3,515	1,635	5,986
		0.3% Owner's Liab	251	1,054	490	1,796
	ALL INFORMATION CONTAINED IN THIS	Subtotal	85,176	357,814	166,420	609,410
	CONFIDENTIAL COST ESTIMATE IS SOLE					
	PROPERTY OF BRANDON CONSTRUCTION	12% Overhead/Fee	10,221	42,938	19,970	73,129
	COMPANY GENERAL CONTRACTORS, INC.	Subtotal	95,397	400,752	186,390	682,539
	ALL RIGHTS RESERVED/COPYRIGHT 2015	2.5% P&P Bond	2,385	10,019	4,660	17,063
		Subtotal	97,782	410,771	191,050	699,602
		10% Contingency	9,778	41,077	19,105	69,960
		TOTAL COST	107,560	451,848	210,155	769,562
		Cost per SF	N / A	\$23.07	\$150.11	N / A
					Check	769,563

DOVER DIFFERENCES¹

Project: Wekiva Parkway
Parcel No.: 250
Parent Tract: 1.518 Acres
Date of Value: May 22, 2015 - Deposit
First Offer/Date: February 3, 2015 - \$225,000

	FDOT [Appraiser Durrance]	DOVER [Appraiser Dreggors]
Land Taken	\$42,000 (\$27,500/Acre)	\$ 76,000 (\$50,000/Acre)
Improvements²	\$183,000³	\$299,000⁴
Sub-Total	\$225,000	\$375,000
Interest⁵	\$ 0	\$ 15,000
Total	\$225,000	\$390,000

\$284,300⁷

\$325,000⁶

1. Exclusive of Attorneys' Fees, Experts' Fees and Costs
2. Improvements include 19,584 SF of double-poly covered greenhouses; 1,064 SF 3br/2ba concrete block single family residence w/ attached 1 car garage; 2 sheds; propane tank; fencing; agricultural improvements
3. Durrance does not value the improvements separately. Rather, he uses improved sales with similar structures. He previously used the cost approach on other greenhouse properties – ex. Merrill / S&L Nursery.
4. Home at \$95,000. Greenhouses at \$164,300. Fencing and Wells at \$39,200.
5. Interest at statutory rates through earliest potential trial date.
6. Tentative settlement reached with Project Manager.
7. Subsequent offer by CFX outside counsel.



Brandon Construction Company

GENERAL CONTRACTORS INC

CGC 022908

555 Palm Harbor Blvd, Palm Harbor, FL 34683

P: (727)-784-6378

F: (727)-789-3498

INVOICE

October 14, 2015

Debbie Townsend
Gray Robinson
301 East Pine Street, Suite 1400
Orlando, FL 32801

RE: Dover Property/Apoka
Hourly Billing through 10/14/15

Date	Description	Position	Hours	Rate	Total
3/16/2015	Building Dept/Research	Principal	1.5	\$140.00	\$ 210.00
3/16/2015	Review Docs	Principal	1.0	\$140.00	\$ 140.00
3/21/2015	Site Visit/Photo	Principal	6.5	\$140.00	\$ 910.00
3/27/2015	Format Estimate	Principal	1.0	\$140.00	\$ 140.00
3/27/2015	Take Off/Sitework	Principal	2.0	\$140.00	\$ 280.00
3/30/2015	Take Off/Nursery	Principal	2.5	\$140.00	\$ 350.00
3/30/2015	Take Off/Residence	Principal	2.0	\$140.00	\$ 280.00
4/7/2015	Sub Calls/Misc	Principal	1.5	\$140.00	\$ 210.00
4/7/2015	Cost of Reproduction	Principal	3.0	\$140.00	\$ 420.00
4/10/2015	Permit Costs/Misc.	Principal	1.5	\$140.00	\$ 210.00
4/13/2015	Recap Cost of Production	Principal	2.0	\$140.00	\$ 280.00
4/13/2015	Email to Appraiser/Attorney	Principal	0.5	\$140.00	\$ 70.00

25.0

\$ 3,500.00

EXHIBIT D

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

February 8, 2017

Kent L. Hipp Esq.
c/o GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32803

RE: Owner: Dover
Project: Wekiva Parkway
Parcel No.: 250
County: Orange

INVOICE

Review documents from owner's representative, review CFX report, meeting with owner and experts, conferences with owner's representative, inspect subject property, conference with contractor, review RCN and depreciation rates, land sales research/analysis, improved home sales analysis, prepare preliminary opinion of value.

Abrams Schmidt:	32.75 Hrs. x \$175/Hr. =	\$5,731
Dreggors:	15.50 Hrs. x \$275/Hr. =	<u>4,262</u>
Total		\$9,993

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

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

OWNER	DOVER	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	250	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/19/15	REVIEW SUBJECT DATA; REVIEW AND ANALYSIS OF DURRANCE APPRAISAL AND SALES.	5.25
03/03/15	RESEARCH LAND AND HOME SALES; ANALYSIS OF DATA.	3.25
03/05/15	INSPECTED EXTERIOR OF SUBJECT PROPERTY; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE TO REVIEW OUR ASSIGNMENT; SALES RESEARCH AND ANALYSIS.	4.75
03/12/15	PROVIDE INFORMATION TO CONTRACTOR FOR THIS ASSIGNMENT.	0.50
06/01/15	REVIEW RCN AND DEPRECIATION RATES PROVIDED BY CONTRACTOR; ANALYSIS OF VALUE USING COST APPROACH.	2.75
09/02/15	MEETING WITH RICK TO REVIEW UPDATED SALES ANALYSIS; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE TO REVIEW OUR FINDINGS.	4.75
9/13/15	REVIEW VALUATION ANALYSIS OF SURROUNDING PROPERTIES.	1.50
10/06/15	REVIEW SURROUNDING CFX APPRAISALS AND VALUATION ANALYSIS.	1.75
10/14/15	UPDATE RESEARCH AND PROVIDE ADDITIONAL LAND AND HOME SALES DATA TO OWNER'S REPRESENTATIVE; REVIEW WITH RICK BEFORE SENDING.	2.25
04/07/16	UPDATE EXHIBITS FOR OWNER'S REPRESENTATIVE.	1.25
02/01/17	UPDATE/REVIEW VALUATION ANALYSIS AND OTHER INFORMATION FOR NEARBY/SIMILAR PARCELS.	2.50
02/06/17	MEETING WITH RICK TO DISCUSS ADDITIONAL ANALYSIS; ANALYSIS OD COMPENSATION; UPDATE SUMMARY ANALYSIS.	<u>2.25</u>
	TOTAL HOURS	32.75

OWNER	DOVER	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	250	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/04/15	REVIEW DOCUMENTS FROM OWNER'S REPRESENTATIVE; REVIEW OUR SCOPE OF WORK; REVIEW CFX REPORT.	1.75
02/18/15	CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.50
03/05/15	EXTERIOR INSPECTION OF SUBJECT; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR SCOPE OF WORK; CONFERENCE WITH ASSOCIATE; CONFERENCE WITH CONTRACTOR.	1.25
05/11/15	REVIEW CONTRACTOR'S COSTS (RCN) FOR THE SUBJECT PARCEL.	0.75
06/01/15	ANALYSIS OF RCN AND DEPRECIATION RATES; PREPARE FOR MEETING; REVIEW WITH OWNERS.	4.75
06/05/15	REVIEW DOCUMENTS AND PREPARE FOR SITE INSPECTION.	0.50
06/08/15	MEETING WITH OWNERS; INSPECT SUBJECT PROPERTY.	1.75
09/02/15	MEETING WITH ASSOCIATE TO REVIEW LAND AND IMPROVED SALES; CALL OWNER'S REPRESENTATIVE TO REVIEW.	2.25
10/14/15	REVIEW ADDITIONAL SALES AND BACK-UP DATA FOR THIS PARCEL.	0.50
02/03/17	REVIEW VALUATIONS; MEET WITH ASSOCIATE TO DISCUSS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
02/06/17	MEETING WITH ASSOCIATE TO REVIEW OUR ANALYSIS; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW.	<u>0.75</u>
	TOTAL HOURS	15.50

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

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

CASE NO: 2015-CA-002136-D

Subdivision 39

Petitioner,

Parcel 250

vs.

ODIS DOVER, POLLY DOVER,
_____, et. al.

Respondent(s).
_____ /

MEDIATED SETTLEMENT AGREEMENT

At the ~~Mediation~~ ⁵ Conference held ⁱⁿ on February 2017, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), ODIS DOVER AND POLLY DOVER
(referred to as "Respondent") the sum of THREE HUNDRED FIFTEEN THOUSAND Dollars exactly (\$ 315,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 250, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of TWO HUNDRED TWENTY-FIVE THOUSAND Dollars (\$ 225,000.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of NINETY THOUSAND Dollars exactly (\$ 90,000.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of TWENTY-NINE THOUSAND NINE HUNDRED Dollars (\$ 29,900.00) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any. SEVEN WBL

EXHIBIT E

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondent's attorney the sum of TWELVE THOUSAND Dollars (\$12,000.00) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows:

CALHOUN, DREGGORS + ASSOCIATES: \$8,500.⁰⁰
BRANDON CONSTRUCTION CO. \$3,500.⁰⁰

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

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

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

7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 250, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim. except supplemental attorney's fees under section 73.092(2) for apportionment.

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

listed below

7/2/17
LBC

Linda S.B. Lanosa

Print Name: Linda S.B. Lanosa
Central Florida Expressway Authority

See attached

Print Name: David A. Shantz
Counsel for CFX

Print Name: _____
Mediator

Odysseus E. Dover Sr

Print Name: Odysseus E. Dover
Owner

Polly Ann Dover

Print Name: Polly Ann Dover
Owner

Kent L. Hipp

Print Name: Kent L. Hipp
Attorney for Owner

Linda S. B. Lanosa

Print Name: Linda S. B. Lanosa
Central Florida Expressway Authority

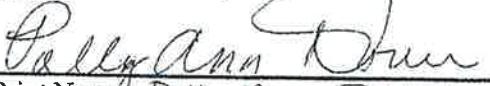


Print Name: David A. Shantz
Counsel for CFX

Print Name: _____
Mediator

Odette E. Dover Sr

Print Name: Odette E. Dover
Owner



Print Name: Polly Ann Dover
Owner



Print Name: Kent L. Hipp
Attorney for Owner

Linda Lanosa

From: Kent L. Hipp <Kent.Hipp@gray-robinson.com>
Sent: Wednesday, March 08, 2017 3:20 PM
To: Linda Lanosa
Cc: Debbie Townsend
Subject: RE: Parcel 158 - CFX v Merrill - Joint Motion and Stipulated Final Judgment

Linda,

I checked my file and the first written offer was \$225,000.
The resulting benefit was \$90,000.
The statutory fee is \$29,700.
You have my permission to correct.

Thanks,
Kent

Kent L. Hipp | Shareholder
GRAY | ROBINSON

301 East Pine Street, Suite 1400 | Orlando, Florida 32801
T: 407-843-8880 | **F:** 407-244-5690
[E-mail](#) | [Website](#) | [Bio](#) | [vCard](#)

[Facebook](#) | [LinkedIn](#) | [Twitter](#)

From: Linda Lanosa [mailto:Linda.Lanosa@CFXWay.com]
Sent: Wednesday, March 08, 2017 2:58 PM
To: Kent L. Hipp
Subject: RE: Parcel 158 - CFX v Merrill - Joint Motion and Stipulated Final Judgment

My goodness. Good luck with the emergency.

I just discovered a possible typo in the settlement agreement in Dover. Attorney's fees should be \$29,700, not \$29,900, assuming the first offer was \$225k and the benefit was \$90k. Was the first offer the same as the deposit? If so, do I have your permission to correct the attorney fee award?

Linda

.....
Linda Brehmer Lanosa
Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
(o) 407.690.5000

CONSENT AGENDA ITEM

#19

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

FROM: James Edward Cheek, III, Right of Way Counsel H&O
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: April 24, 2017

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 153
Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks Board approval of a settlement with Ponkin Road Property, LLC, for Parcel 153 of the State Road 429 Wekiva Parkway Project. The Court entered an Order of Taking on July 10, 2014.

DESCRIPTION and BACKGROUND:

CFX is acquiring 3.019 acres from an 18.202 acre property located on the southwest corner of the signalized intersection of Plymouth Sorrento Road and Ponkan Road in Apopka, Florida. The property is largely unimproved (except for some minor fencing and an older, unoccupied building), and is owned by Ponkin Road Property, LLC ("PRP"), which is a business entity registered to Mr. James Gissy.

PRP acquired the property through two acquisitions: the 3.09-acre northeast corner of the property was acquired in December 2004 for \$440,000 (about \$142,400 per acre); the remaining 15 acres was acquired in December 2005 for \$375,000 (about \$25,000 per acre). CFX acquired property from the back (east) portion of the parent tract, leaving a 15.183-acre. The remainder property is currently listed for sale for \$5,250,000, or \$350,000 per acre.

Mr. Chad Durrance, MAI with Durrance and Associates, appraised the subject property on behalf of CFX. His initial appraisal report was dated March 6, 2014, which estimated the value of the property taken as of February 10, 2014, to be \$170,000.00. This appraisal was the basis for CFX's good faith estimate of value. The Court entered an Order of Taking on July 10, 2014, and the good faith estimate was deposited on July 21, 2014. Mr. Durrance subsequently prepared a draft of an updated appraisal with the July 21, 2014 date of value. His updated value estimate was \$245,500.00, as described in more detail below.

The property has been annexed into the City of Apopka, but has not yet been rezoned. The existing county zoning is A-1 (ZIP) – Citrus Rural District (Zoning in Progress). After

conversations with the Planning Manager for the City of Apopka, Mr. Durrance determined that it was reasonably probable that the property could ultimately be rezoned for commercial development, and that the highest and best use of the property is for future commercial development. It is also worth noting that the property located across the street from the subject, at the southeast corner of Plymouth Sorrento Road and Ponkan Road, was annexed into the City of Apopka in 2007 and received a change in land use to Commercial and a zoning designation of C-1.

To determine land value, Mr. Durrance considered seven (7) comparable sales and several listings which ranged in value between \$72,600.00 per acre to \$281,400.00 per acre. Two of the comparable sales utilized by Mr. Durrance are currently listed for sale for substantially more than the sale price identified in his appraisal: Sale 1 was sold in May of 2012 for \$72,600.00 per acre, but is currently listed for \$218,000.00 per acre, and Sale 3 was sold in December 2012 for \$281,400.00 per acre, and is currently listed for \$437,125.00 per acre. These properties are located at the first intersection south of the subject along Plymouth Sorrento Road, at Lester Road/Yothers Road. Mr. Durrance ultimately reconciled on a value of **\$80,000.00 per acre**, which equates to \$1,456,000.00 for the value of the parent tract, and **\$241,500.00 for the part taken.**

CFX's acquisition will reduce the size of the parent tract by 17%. The configuration of the property is similar to the "before" condition, as the taking is from the rear of the property, and the parcel will retain its road frontage. Within the acquisition area, CFX will construct fencing adjacent to the remainder property line, a pond access road, sloped embankment and the new expressway, which is elevated as it approaches the Ponkan Road overpass. The western boundary of the remainder will be at or near grade with the adjacent expressway. The travel lands will be elevated 14 feet above grade at the southern property boundary, increasing to 25 feet above grade at the northern boundary. The travel lanes will be setback about 125 feet from the remainder's western boundary. Mr. Durrance concludes that the presence of the expressway will not have a negative influence on the future commercial use of the remainder, and therefore does not find any severance damages. He values improvements (fencing) within the area of taking to be worth \$1,800.00, and finds a cost to cure of \$2,200.00.

These valuation conclusions are summarized as follows:

Land Value	\$241,500.00
Improvement Value	1,800.00
<u>Cost to Cure</u>	<u>2,200.00</u>
Total Compensation	\$245,500.00

The owner is represented by Kent Hipp of Gray Robinson, P.A., who has retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors similarly determined that the property's highest and best use is for commercial development. To determine value, Mr. Dreggors considered five (5) comparable sales that ranged in value from \$174,629.00 per acre (\$4.01 per square foot) to \$309,804.00 per acre (\$7.11 per square foot).

While most of Mr. Dreggors' sales are located a considerable distance further from the subject than Mr. Durrance's, both appraisers did have one sale in common. Mr. Dreggors' "Comparable Sale 812" is the same sale utilized by Mr. Durrance as "Sale 6." Each appraiser

listed the value of this sale differently, based on different determinations of net land size. Mr. Durrance determined that this sale indicated a value of \$143,400.00 per acre, while Mr. Dreggors determined that this sale indicated a value of \$174,629.00 per acre.

Mr. Dreggors ultimately determined that the subject had a value of \$5.75 per square foot, or **\$250,480.00 per acre**, which equates to \$4,558,600 for the total value of the subject, and **\$756,100.00** for the value of the part taken. He then determined that the value of the improvements within the taking is **\$3,700.00**, and the Cost to Cure is **\$1,400.00**. Mr. Dreggors similarly concluded that the subject would not suffer any severance damages. He therefore concludes that the total compensation for the subject should be \$761,200.00.

The owner's compensation claims are summarized as follows:

Land Value	\$756,100.00
Improvement Value	3,700.00
Cost to Cure	<u>1,400.00</u>
Total Compensation	\$761,200.00

EXPERT and ATTORNEY FEES / SETTLEMENT PROPOSAL:

The Landowners have submitted expert invoices in the amount of \$71,545.76 as summarized below:

Calhoun, Dreggors & Assoc.	\$28,400.00
VHB (Land Planners)	10,561.62
Tipton Associates, Inc.	9,117.89
Civil Engineering Solutions, Inc.	21,966.25
<u>Barefoot Brothers Contractors</u>	<u>1,500.00</u>
Total Landowner Expert Fees	\$71,545.76

The Landowners have agreed to accept **\$64,966.00** for the total amount of all expert fees in this case.

CFX's expert fees in this case totaled \$87,491.00, as summarized below:

Durrance & Associates	\$58,757.75
McIntosh & Associates	28,017.25
<u>Breedlove, Dennis and Associates</u>	<u>716.00</u>
Total CFX Expert Fees	\$87,491.00

The undersigned counsel has analyzed the invoice amounts of the Landowner's experts and believes that the negotiated rate included within the total expert settlement amount indicated above is reasonable.

This case is scheduled to go to trial on the September 2017 trial docket. Negotiations

between the parties resulted in the attached settlement agreement whereby the Landowners agreed to accept \$425,000.00 to resolve compensation for the property, \$64,966.00 for expert fees, and \$83,750.00 for attorneys' fees (based on statutory benefit). The parties executed a Settlement Agreement (attached to this memo), the terms of which are summarized below:

Compensation to Landowners	\$425,000.00
Attorney's fees (Kent Hipp)	83,750.00
<u>Expert fees and costs</u>	<u>64,966.00</u>
Total "All-In" Settlement	\$573,716.00

CFX previously deposited \$170,000.00 into the court registry as its good faith estimate of value. A settlement in the amount of \$573,716.00 would require CFX to deposit an additional sum of \$403,716.00 (inclusive of attorneys' fees and expert fees).

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys' 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.

RECOMMENDATION:

The Right of Way Committee recommended CFX Board approval of the proposed settlement on April 26, 2017. The undersigned counsel respectfully requests that this Board approve a settlement in the amount of \$573,716.00 to fully resolve Ponkin Road Property, LLC's interest in this case, including attorney's fees and expert fees and costs.

ATTACHMENTS:

- Exhibit A - Sketch of Subject Property
- Exhibit B - Map Depicting Location of Property
- Exhibit C - Settlement Agreement

REVIEWED BY: Joseph J. Lassiatore

EXHIBIT A

SKETCH OF DESCRIPTION

SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST

NOT PLATTED

MATCH LINE SEE SHEET 2

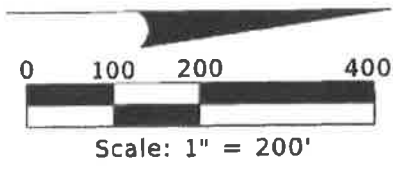
NOT PLATTED

CITY OF
APOPKA

RANGE 27 E
RANGE 28 E

PONKAN ROAD 60' R/W

PLYMOUTH SORRENTO ROAD
(R/W WIDTH VARIES)



SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SHEET 3 OF 4

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MARCH 21, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 153



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

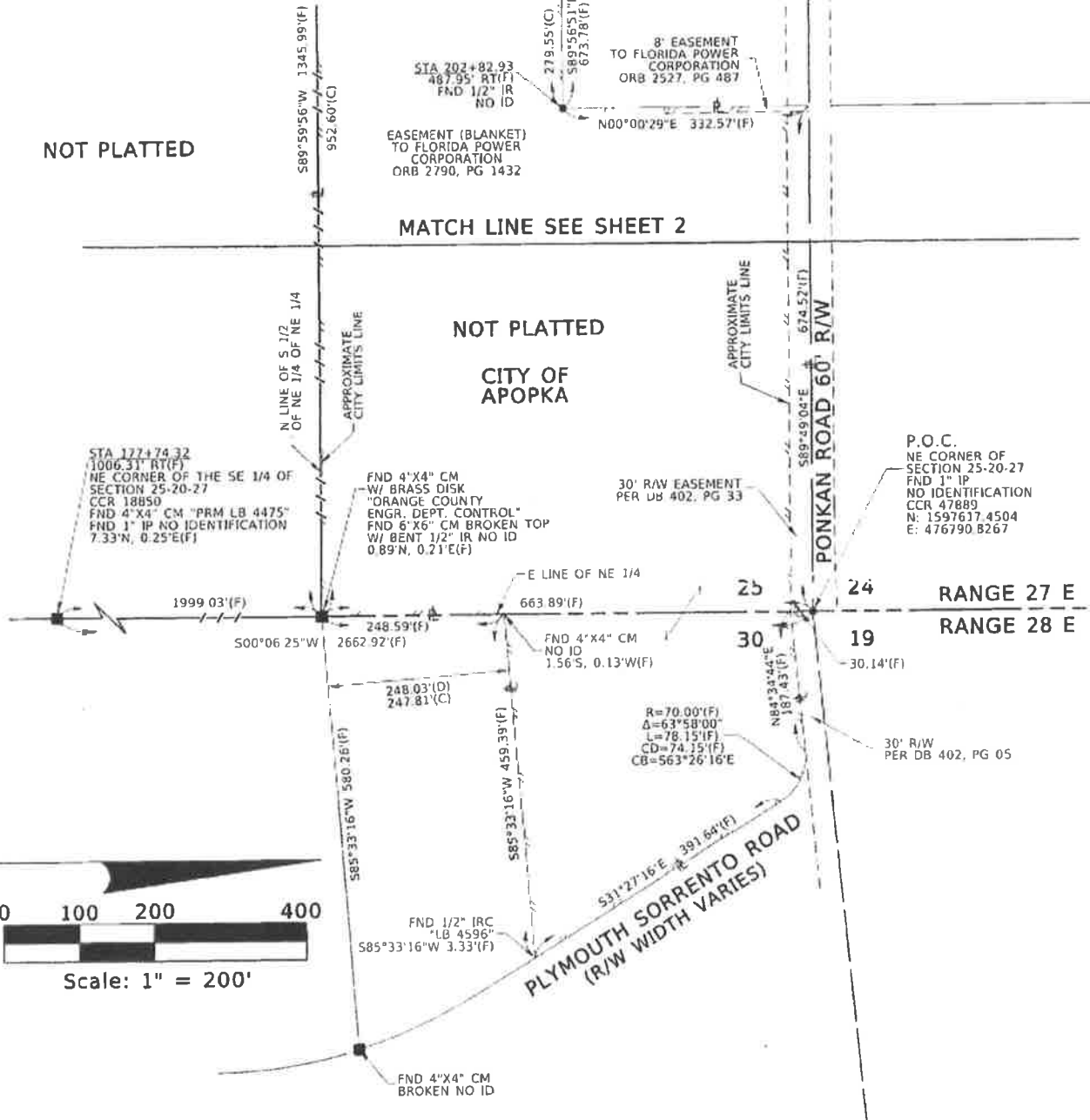
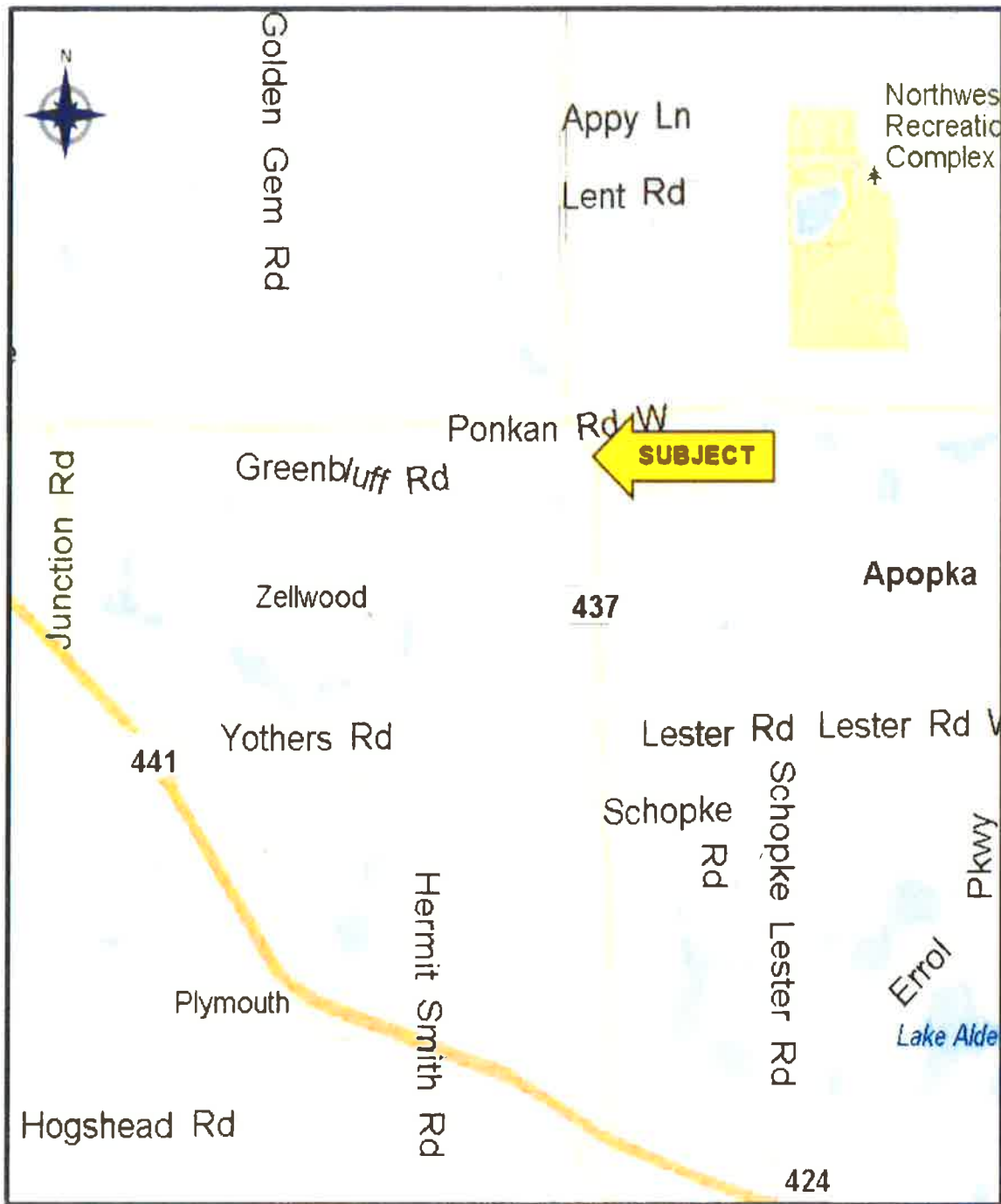


EXHIBIT B



LOCATION MAP

EXHIBIT C

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

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

Petitioner,

CASE NO: 2014-CA-5613
Subdivision 39
Parcel 153

vs.

PONKIN ROAD PROPERTY, LLC, a
Florida limited liability company, and SCOTT
RANDOLPH, Orange County Tax Collector,

Respondent(s).

SETTLEMENT AGREEMENT

Respondent, PONKIN ROAD PROPERTY, LLC ("Respondent"), and representatives of the Central Florida Expressway Authority ("Petitioner") reached the following Settlement Agreement:

1. Petitioner will pay to Respondent the sum of Four Hundred Twenty Five Thousand Dollars exactly (**\$425,000**) (hereinafter, the "Settlement Sum"), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 153; including, but not limited to, statutory interest and all claims related to real estate and business damages, and severance damages, if any, but excluding attorney's fees and litigation costs, and expert fees and costs. The Settlement Sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of One Hundred Seventy Thousand Dollars (\$170,000) (hereinafter, the "Previous Deposit"). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent the sum of Two Hundred Fifty-Five Thousand Dollars exactly (\$255,000), representing the difference between the Settlement Sum and Petitioner's Previous Deposit in this case.

2. In addition to the Settlement Sum referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of Eighty-Three Thousand Seven Hundred Fifty Dollars (**\$83,750**) (hereinafter, the "Attorney Fees and Costs") in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, all law firm litigation costs in this case, and all apportionment claims, including supplemental attorneys' fees and costs related to apportionment claims, if any.



Petitioner



Respondent

3. In addition to the Settlement Sum and the Attorney Fees and Costs, Petitioner will pay to the trust account of Respondent's attorney the sum of Sixty-Four Thousand Nine Hundred Sixty-Six Dollars (\$64,966) in full settlement and satisfaction of all expert fees and costs incurred by Respondent in this case.

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

5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within twenty (20) days from the date of approval of this Settlement Agreement by the CFX Board.

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

7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Settlement Agreement resolves all claims whatsoever, including any and all claims of compensation arising from the taking of Parcel 153, severance damages, business damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, apportionment claims, including supplemental attorneys' fees and costs related to apportionment claims, and any other claim.

9. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Settlement Agreement.

10. By signing below, the undersigned representative of Respondent represents and warrants that he has full authority to settle on behalf of Respondent and Respondent is the sole owner of Parcel 153. No further consents, authorizations or approvals from any other shareholders, officers, directors or others are required for this Settlement Agreement to be effective and enforceable against all parties who may have a claim or an interest in the subject property by, through or under Respondent.

[Signature page follows]



Petitioner



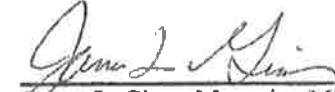
Respondent

11. This Settlement Agreement, executed by the parties and their counsel on the date(s) indicated below, contains all the agreements of the parties.

Linda S. B. Lanosa

Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority

Date: April 11, 2017



James L. Gissy, Managing Member, for
Ponkin Road Property, LLC

Date: 4-10-17

Richard B. Weinman, Esq.
Counsel for Central Florida Expressway


Date: _____

Kent L. Hipp, Esq.
Counsel for Ponkin Road Property, LLC

Date: _____


11. This Settlement Agreement, executed by the parties and their counsel on the date(s) indicated below, contains all the agreements of the parties.

Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority
Date: _____



Richard B. Weinman, Esq.
Counsel for Central Florida Expressway
Date: 4/11/17

James L. Gissy, Managing Member, for
Ponkin Road Property, LLC
Date: _____



Kent L. Hipp, Esq.
Counsel for Ponkin Road Property, LLC
Date: 4/7/17

CONSENT AGENDA ITEM

#20



MEMORANDUM

TO: CFX Board Members
FROM: Sidney C. Calloway, Esq., Right-of-Way Counsel
DATE: April 25, 2017
RE: CFX v. Anthony Carter, et al.
Parcel 252
Case No.: 2015-CA-003555

CLIENT-MATTER NO.: 19125.0187

Shutts & Bowen LLP, Right-of-Way Counsel, submits this Memorandum in support of its request to the CFX Board for approval to serve an offer of judgment, pursuant to Section 73.032 upon Respondent Anthony Randall Carter ("Owner") as full compensation and complete settlement of all the Owner's claims for compensation and damages associated with CFX's acquisition of Parcel 252.

DESCRIPTION, CFX MARKET VALUE CONCLUSIONS AND RECOMMENDATION

The Subject Property is located at 3245 Ondich Road in Apopka, Orange County, Florida. Parcel 252 is a fee simple partial taking consisting of .734 acres. Prior to the CFX's acquisition of Parcel 252, the parent tract encompassed 10.554 acres. After the taking of Parcel 252, the Owner's remainder property is 9.820 acres in size. As of the date of taking (June 18, 2015) the Subject Property was improved with a five-bedroom, two and one-half-bath single family residence containing about 2,371 square feet of living area that was built in 2006. Additional improvements included an attached two-car garage and an above ground swimming pool. The subject property is zoned A-1, Citrus Rural District by Orange County.

The CFX's appraisal of the Subject Property was prepared by David Hall of Bullard, Hall & Adams, Inc. Mr. Hall has concluded that, as of June 18, 2015, the highest and best use of the property was for continued residential use. Mr. Hall used six (6) comparable land sales with prices ranging from \$25,416 per acre to \$30,021 per acre to arrive at an estimate of the fair market value of the Subject's land value, which he concluded to be \$28,000 per acre, thus equating to a value of \$20,600 for the part taken or (\$28,999 X .734 acres). Mr. Hall then used three (3) improved single family home sales with prices ranging from \$94.26 s.f to \$111.52 s.f.

to derive an estimate of value of \$95.00 s.f. or \$225,300 for the single family residence and its associated improvements located on the Subject Property.

After the taking, access from the public right of way to the subject remainder property can be restored by virtue of a 40 foot ingress/egress and utility easement (Parcel 852) from Ondich Road which will effectively and legally allow the Owner to construct a driveway in the easement area. Speer Construction, LLC ("Speer") was retained by CFX to provide an estimate of the amount of the costs to construct the new stabilized driveway. Speer estimates that such costs will be \$22,100. After the construction of the Project, the single family residence will be situated within 325 feet of the new right-of-way line for the SR 429 ROW. Better stated, in this area, the interchange of SR 46 and SR 453 where Ramp J is located will range from 3.5 feet to 14 feet above the Subject Property and Ramp K will also be elevated 20 to 25 feet above the ground. Because of the proximity of the new roadway, interchange as well as the change in character of the neighborhood, Mr. Hall concluded that the Owner's remainder land would suffer a 40% reduction in market value and the single family residence would suffer a 30% reduction in market value. Mr. Hall's total valuation for Parcel 252 is \$220,300, which includes \$20,600 for land value, \$177,600 for damages to the Owner's remainder land and single family residence, and \$22,100 for the cost to cure.

As of the date of this Memorandum, CFX has not received any expert reports from the Owner, who is represented by Maguire Lassman PA. This case is currently set on the Court's January 8, 2018 jury trial docket. However, the parties will participate in court ordered mediation in June 2017. In an effort to move this case forward and to provide the Owner with a good faith settlement offer, as well as to attempt to cap the expert costs to be incurred by the property owner (which are recoverable against the CFX), we recommend that an offer of judgment be served on the Owner, which if accepted would conclude the case. The Owner may choose to reject CFX's offer of judgement or simply allow it to expire within the 30-day time prescription. Should the offer be rejected or allowed to expire and a jury later renders a verdict in an amount equal to or less than CFX's offer of judgment, the Owner would be legally barred from recovering any costs (including expert fees) that were incurred after the date the offer of judgment was rejected or expired.

RECOMMENDATION

For the reasons set forth in this Memorandum, Right-of-Way counsel respectfully requests the CFX Board to approve counsel's recommendation that the Owner be served with an offer of judgment in the amount of \$338,150, as full settlement of all Owner's claims for full compensation associated with the taking of Parcel 252. The recommended offer of judgment does not include the Owner's right to statutory attorney's fees or costs under section 73.092 and 73.091, Florida Statutes.

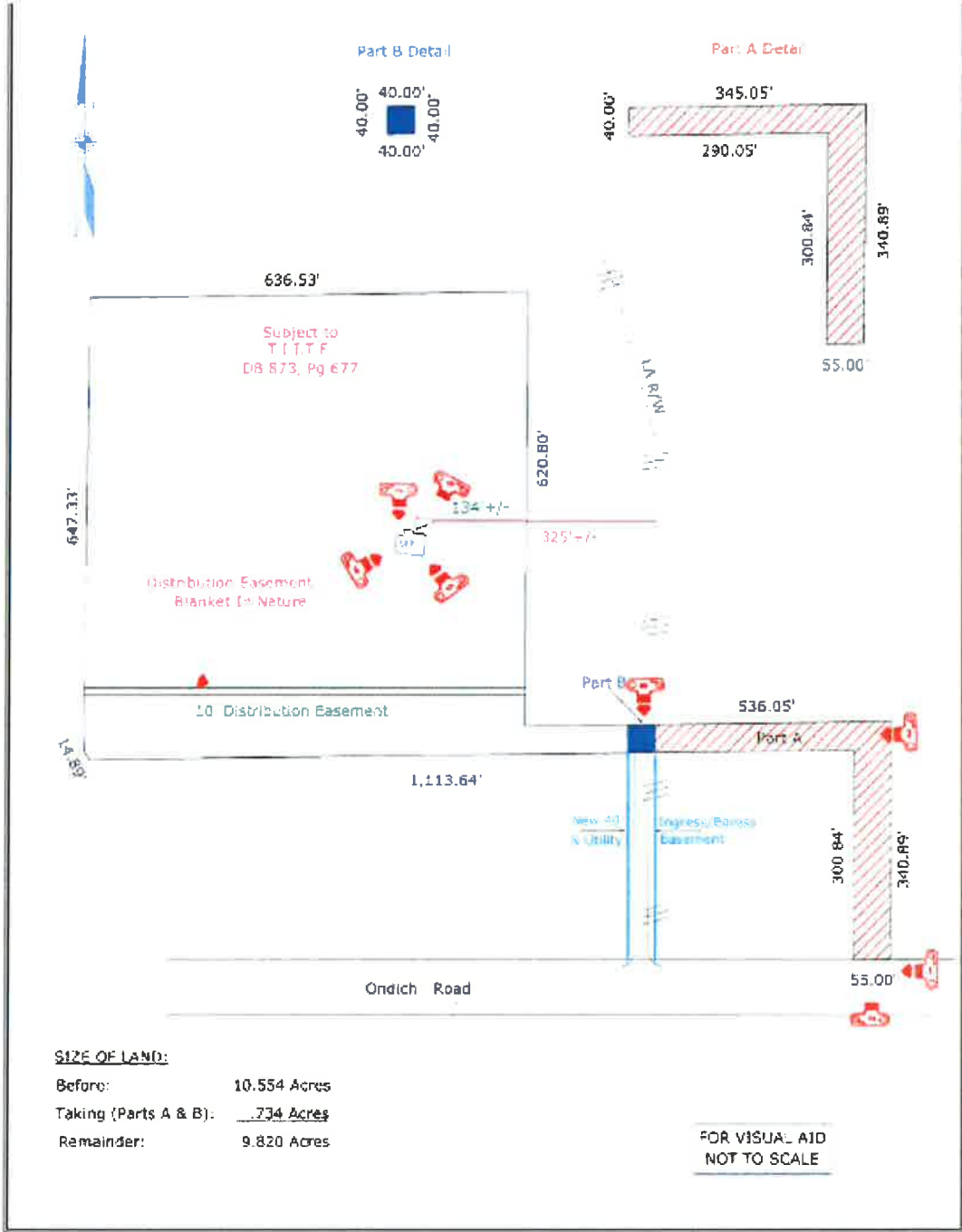
ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

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

Reviewed by: Joseph J. Lassiter

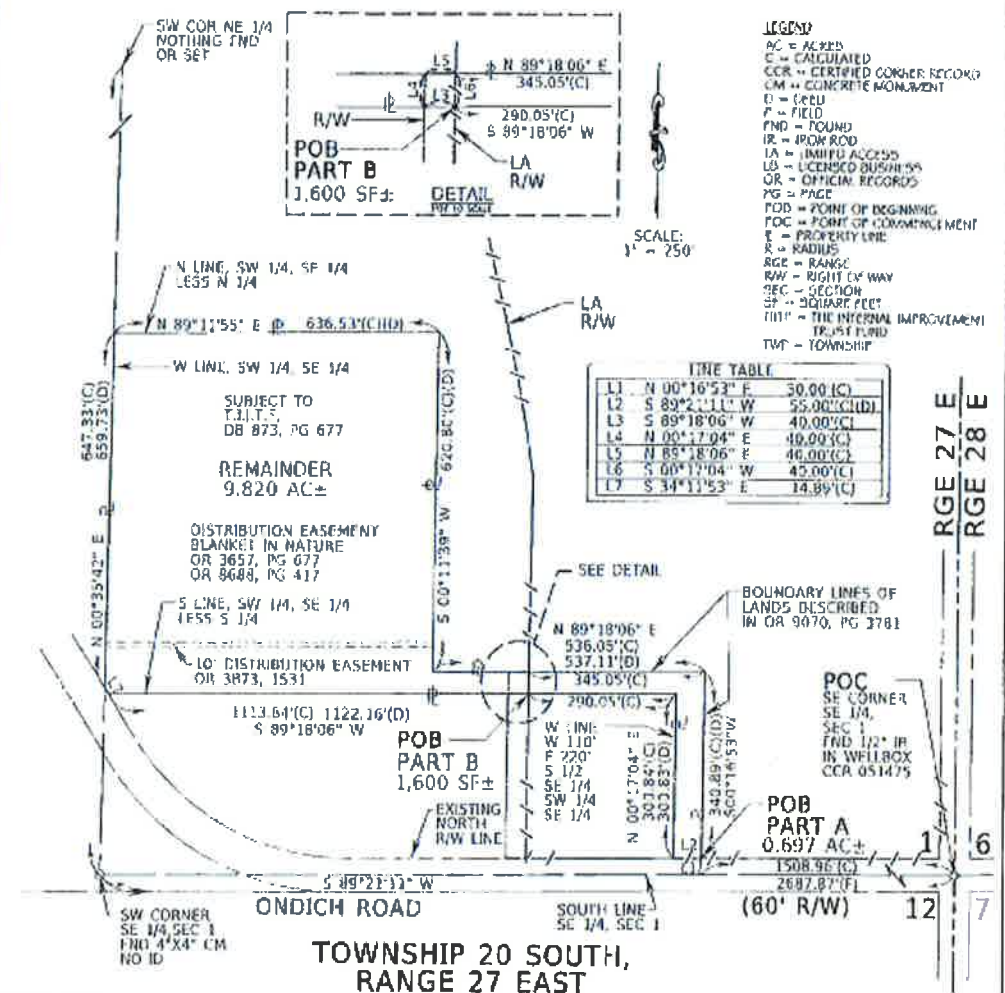




**PARCEL SKETCH
PARCEL 252**

SKETCH OF DESCRIPTION

PARCEL: 252
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 + RIGHT OF WAY
 ESTATE: FEE SIMPLE



- LEGEND**
- AC = ACRES
 - C = CALCULATED
 - CCR = CERTIFIED CORNER RECORD
 - CM = CONCRETE MONUMENT
 - D = DEED
 - F = FIELD
 - FND = FOUND
 - IR = IRON ROD
 - LA = LIMITED ACCESS
 - LS = LICENSED SURVEYOR
 - OR = OFFICIAL RECORDS
 - PG = PAGE
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - PL = PROPERTY LINE
 - R = RADIUS
 - RGE = RANGE
 - R/W = RIGHT OF WAY
 - SEC = SECTION
 - SF = SQUARE FEET
 - TWP = TOWNSHIP

LINE TABLE

L1	N 00°16'53" E	50.00 (C)
L2	S 89°21'11" W	55.00 (C/D)
L3	S 89°18'06" W	40.00 (C)
L4	N 00°17'04" E	40.00 (C)
L5	N 89°18'06" E	40.00 (C)
L6	S 00°17'04" W	45.00 (C)
L7	S 34°13'53" E	14.89 (C)

- GENERAL NOTES:**
- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTH/EAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
 - THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
 - ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
 - A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED MARCH 25, 2013, FILE NO. 2017-2934327 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS IF ANY NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 425		
DESIGNED BY: RJM	DATE: 2/11/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH: (407) 422-0453 LICENSED BUSINESS ID: 6039	
DRAWN BY: SMP	JOB NO:			REVISIONS:
APPROVED BY: RJM	OCORA PROJECT NO: 428-204			



1. LOOKING WEST AT THE FRONTAGE ALONG ONDICH ROAD



4. LOOKING NORTHEAST AT THE RESIDENCE

Taken By

Photograph 4 Taken By
David K. Hall
September 15, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 252**



7. LOOKING SOUTH AT THE REAR OF THE RESIDENCE AND POOL



8. LOOKING SOUTH AT THE PART B TAKING

CONSENT AGENDA ITEM

#21

Mr. Durrance also used five (5) improved single family home sales transactions with prices ranging from \$96 p.s.f to \$134 p.s.f. to arrive at an estimate of the fair market value of the subject's single family residence at \$116.82 p.s.f. or \$225,000. The entire single family residential structure was located on Parcel 253 and thus acquired. Similarly, Mr. Durrance used five (5) improved manufactured home sales transactions to determine the estimated fair market value of the manufactured home and its associated improvements with prices ranging from \$17 p.s.f. to \$32 p.s.f. His opinion of the fair market value for the manufactured home and associated improvements is \$17.81 p.s.f. or \$25,000.

After the taking of Parcel 253, the manufactured home is still situated on the Owner's remainder property, but it is also located within 23 feet of the new right-of-way line for the SR 429 roadway, which condition substantially changes the character of the Owner's neighborhood. Mr. Durrance after condition analysis included his review of several proximity studies, upon which he concluded the Owner would suffer severance damages in the amount of \$95,100 because of the remainder property's (including the manufactured home) close proximity to the new Wekiva Parkway right-of-way and the change in character of the neighborhood. Accordingly, Mr. Durrance's total valuation opinion for the taking of Parcel 253 is \$439,000, which includes \$218,900 for value of land encompassed in Parcel 253, plus \$225,000 for the value of the single family residence and \$95,100 in damages to the remainder property.

At the time of this Memorandum, CFX has not received any expert reports from the Owner, who is represented by Maguire Lassman PA. However, this case is currently set on the Court's January 8, 2018 jury trial docket and is scheduled for court ordered mediation in June, 2017. In an effort to move this case forward and to provide the Owner with a good faith settlement offer, as well as to attempt to cap the expert costs to be incurred by the property owner (which are recoverable against the CFX), we recommend that an offer of judgment be served on the Owner, which if accepted would conclude the case. The Owner may choose to reject CFX's offer of judgment or simply allow it to expire within the 30-day time prescription. Should the offer be rejected or allowed to expire and a jury later renders a verdict in an amount equal to or less than CFX's offer of judgment, the Owner would be legally barred from recovering any costs (including expert fees) that were incurred after the date the offer of judgment was rejected or expired.

RECOMMENDATION

For the reasons set forth in this Memorandum, Right-of-Way counsel respectfully requests the CFX Board to approve counsel's recommendation to serve an offer of judgment in the amount of \$695,075, in full settlement of all the Owner's claims for full compensation for the taking of Parcel 253. The recommended Offer of Judgment does not include the Owner's statutory rights to attorney's fees or costs under section 73.092 and 73.091, Florida Statutes.

ATTACHMENTS

Exhibit "A" – Before Acquisition Sketches of the Subject Property

Exhibit "B" – After Acquisition Sketch of the Subject Property and Area

Reviewed by: Joseph J. Cassiata

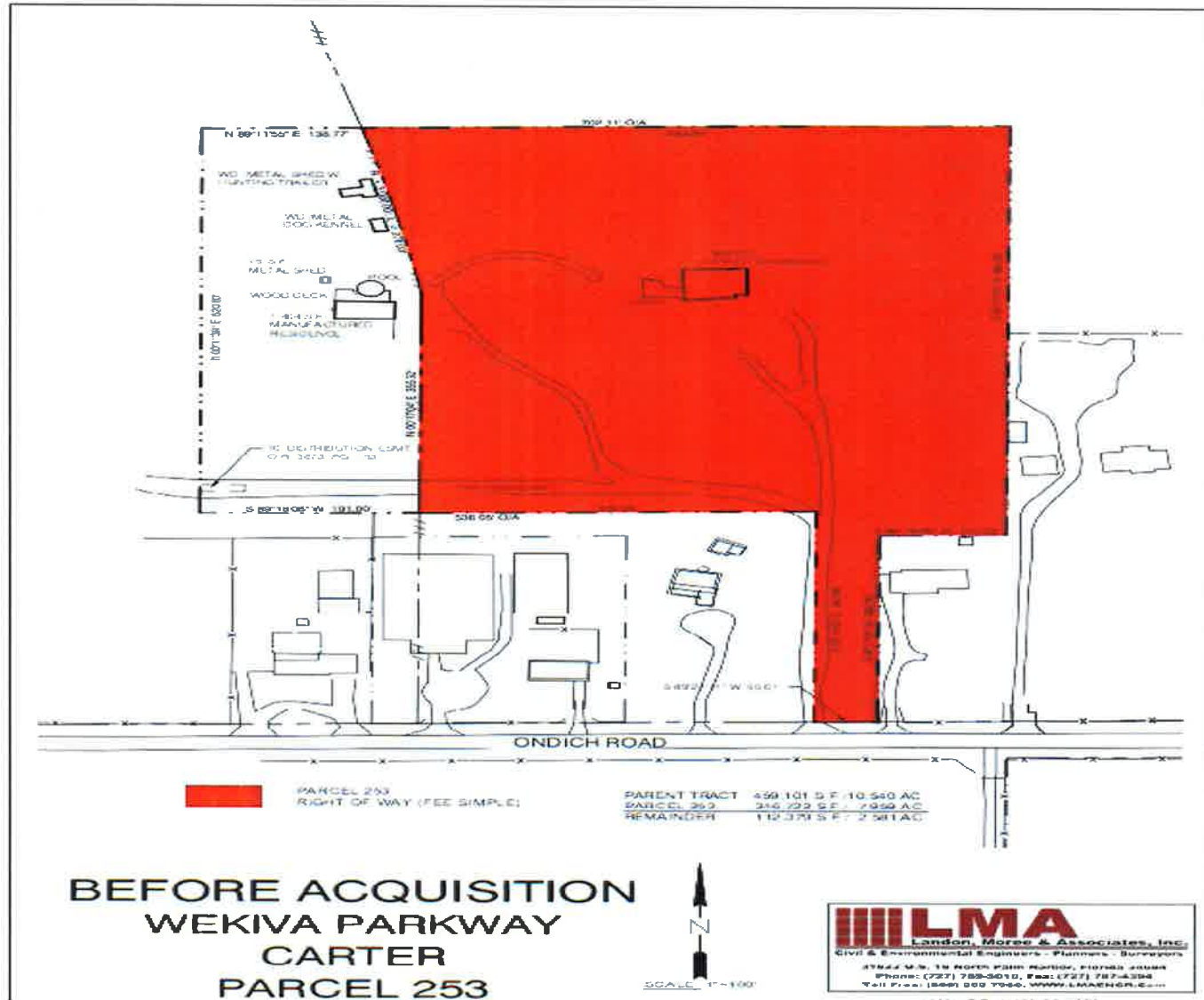


**BEFORE ACQUISITION
WEKIVA PARKWAY
CARTER
PARCEL 253**



LMA
Landon, Moore & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
24622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 888-3616, Fax: (727) 797-3296
Toll Free: (800) 262-7960, WWW.LMAENG.COM

LMA_05 & 6/3/01_253




CONSENT AGENDA ITEM

#22



MEMORANDUM

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0197
Board Members

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

DATE: April 25, 2017

RE: Wekiva Parkway, Project 429-205, Parcel 288
Recommendation for Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 288 owned by Thomas Olin Mahaffey, Jr. and Julie Mahaffey for State Road 429 Wekiva Parkway, Project 429-205.

DESCRIPTION AND BACKGROUND

Parcel 288 is a fee simple partial taking consisting of .690 acres which is the homestead of Mr. and Mrs. Mahaffey. The property is located at 2219 Haas Rd., Apopka, Florida. The subject property is improved with a 5,065 s.f., 4 bedroom, 3 ½ bath single family residence, detached auxiliary building and storage shed built in 1987. The parent tract consists of three contiguous parcels with a combined area of 27.029± acres.¹

The parent tract is located in the City of Apopka and is zoned AG (Agricultural), which provides for residential and agricultural uses. The future land use designation is Agricultural.

The CFX's appraisal of the property was prepared by Chris Starkey of Integra Realty Resources. Mr. Starkey opined the highest and best use of the property is for residential use. Mr. Starkey used three (3) land sales with prices ranging from \$19,656 per acre to \$24,145 per acre to arrive at the valuation of \$24,000 per acre or \$16,600 for the land taken. Additionally, Mr. Starkey concluded \$580 for improvements within the taking (200 linear feet of hog wire fencing) and a 5% severance damage in the after condition due to proximity of the property to

¹ On February 9, 2015, Thomas Olin Mahaffey, Jr. purchased parcel 06-20-28-0000-00-072 (0.690± acres) from Kenneth W. and Harvey Morris (Grantors) for \$41,400, or \$60,000 per acre. This parcel was not offered or listed on the open market prior to this purchase nor were the motivations of the seller and buyer disclosed. Overall, this sale has not been concluded to be an arm's length transaction and therefore CFX's appraisers did not rely upon it in their appraisal analysis or opinion of the market value of the Parcel as of the date of valuation.

the Wekiva Parkway, including loss of privacy, noise, visual impact and the diminishment of the rural country appeal or \$52,820. Accordingly, the total valuation by Mr. Starkey is as follows:

Summary of Compensation.

<u>Parcel 288</u>	
Land	\$16,600
Improvements	\$580
Severance Damages	\$52,820
Cost to Cure	\$692
Total compensation	\$70,692, or \$71,000

Mr. and Mrs. Mahaffey are represented by Raymer F. Maguire, III. This matter is scheduled for a jury trial on the court's five (5) day jury trial docket beginning October 23, 2017. The case management deadlines are upcoming in the next 30 days through trial, however to date, Mr. Maguire has not prepared an appraisal report or provided a proposed settlement offer.

Accordingly, in an effort to potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 288 in the amount of \$225,000.00, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value, additional monies for the improvements and an increase in severance damages.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of an Offer of Judgment in the amount of \$225,000.00, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

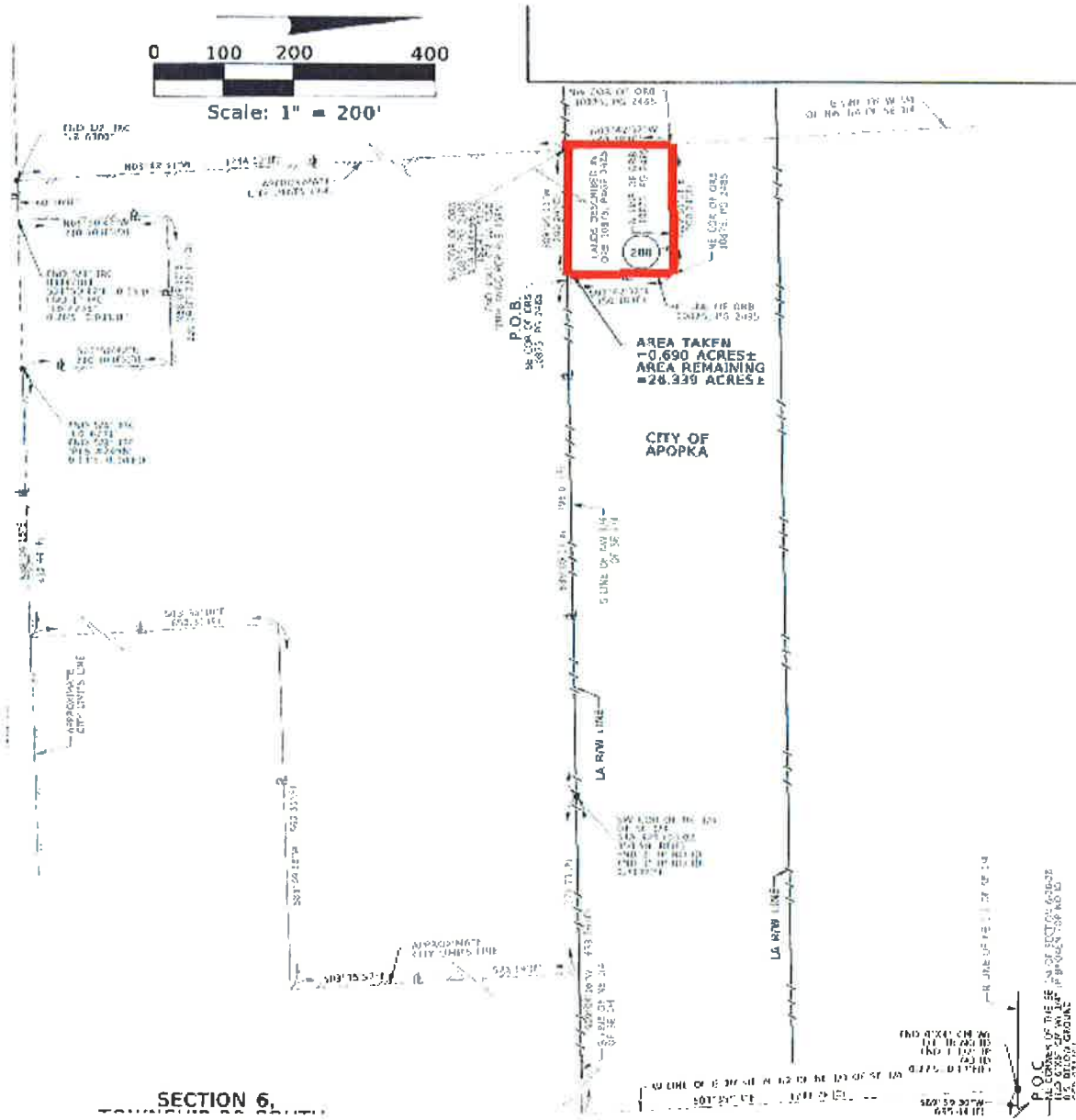
We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$225,000.00, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 288, subject to apportionment (if any). The Right of Way Committee recommended the settlement at its April 26, 2017 meeting.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by: Joseph Flannery

EXHIBIT "A"





CONSENT AGENDA ITEM

#23



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0164
Board Members

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

DATE: April 25, 2017

RE: State Road 429 Wekiva Parkway, Project 429-205; Parcel 292
Proposed Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval by the CFX Board of a negotiated settlement between Kimberly Buchheit, (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 292 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-205.

DESCRIPTION AND BACKGROUND

Parcel 292 is a fee simple taking of the southern 5.127 acres for use as limited access right-of-way, from a parent tract of 19.409 acres, leaving a remainder of 14.282 acres. The property is located at the southern terminus of Swain Road, approximately one mile south of Adair Avenue and 1.5 miles east of Plymouth Sorrento Road, in the City of Apopka, Orange County, Florida.

Within the area of taking, is a site-built 624 sf single family residence, recently renovated to be energy efficient and resulting in a lower effective age, with a detached one-car garage/utility room. Also in the area of taking is a 3-bedroom, 2-bath manufactured home containing 1,520 sf, a detached aluminum carport, two wooden decks and a handicap accessible ramp; a modular office/residential building containing approximately 854 sf of living area with 1-bedroom, 1-bath, and which includes a portion utilized as office space and two exterior wood decks to provide access to the building. A private well feeds a distribution line to the buildings, and separate septic systems and satellite television dishes serve each of the three primary structures. In addition, a gazebo, outdoor shower and wood stage for outdoor entertainment are located near the manufactured and modular buildings. A greenhouse structure without covering, storage sheds, containers, above ground pool, concrete sidewalk, concrete ramp, three-board fencing, gates and two grids of 12-250 watt solar panels complete the improvements within the area of taking. The solar panels provide electricity for the site, with excess generated electricity

sold to Duke Energy. The southeast and northwest areas of the property are reportedly used for growing certified organic vegetables.

The property has been annexed into the City of Apopka, but retains the Orange County A-1, Citrus Rural zoning district. The Future Land Use Designation is R – Rural/Agricultural by Orange County.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. Mr. Durrance opined the highest and best use of the property is for residential use. Mr. Durrance used 8 comparable vacant land sales located in the West Orange County/Southern Lake County market, ranging in price from \$21,600 to \$29,300 per acre. Mr. Durrance opined the price per acre value of the Subject Property to be \$27,500. Additionally, Mr. Durrance used four improved single-family home sales to estimate the contributory value of the Subject's primary residence and related improvements. The indicated price per square foot of living area for these improved sales was \$78 to \$108. Mr. Durrance opined the contributory value of the improvements located in the southern area of the property, including the primary residence and associated site improvements proximate to the residence, including the private well and water distribution lines, detached carport, greenhouse structure, storage sheds, containers, above ground pool, concrete sidewalk/ramp, brick pavers, fencing/gate and the two grids of solar panels, at \$120,000.

Mr. Durrance based his estimate of the contributory value of the manufactured home and modular building upon six sales of similar improvements ranging in price from \$17 to \$40 per square foot as well as NADA Guides which estimates the value of the subject manufactured home, excluding ancillary site improvements at between \$23,000 and \$25,500. Upon consideration of all these factors, Mr. Durrance opined the contributory value of the improvements situated in the central area of the property, including the manufactured home and modular office/residence to be \$75,000.

Because the parent tract contains nearly 20 acres of land and the combined size of the three residences contains nearly 3,000 sf of living area, Mr. Durrance also researched and considered larger acreage sales with residential improvements in the valuation of the Subject Property. Based upon consideration of the variety of factors herein cited, Mr. Durrance concluded the total property value to be \$729,000, including \$534,000 for land, \$120,000 for the primary residence and related improvements, and \$75,000 for the manufactured/modular residence improvements.

After the taking, the size of the land is 14.282 acres, representing a reduction of about 26% to the original parent tract. The remainder will have about 662 feet of frontage along the Wekiva Parkway with a depth ranging between 935 to 945 feet. The remainder will be improved with the manufactured home and modular building and related improvements; however, the well, related water distribution lines and southern boundary fencing are eliminated by the taking. Additionally, the site-built home will be impacted and will require demolition and removal. The manufactured home will be setback 131 feet from the limited-access right-of-way and 255 feet from the edge of pavement, while the modular building will be setback 175 feet from the right-of-way and 299 feet from the edge of the pavement of the Wekiva Parkway. The Parkway will be constructed about 15 feet above existing grade at the west end of the property and 22.5 feet above grade at the east end of the property.

The CFX expert engineer, Lee Moree of Landon, Moree & Associates has provided site modifications/cure options. The cure demolishes the severed wood deck/concrete ramp, clears and grades a building pad and relocates the site-built residence, septic system, carport, solar panels, shed, pool and stage to the west of the manufactured home and modular building. This cure also relocates the greenhouse structure, storage containers, brick pavers and shed along the southern property boundary, and replaces the well, main water distribution line, and re-establishes the perimeter fencing. The cost of this cure is \$140,400, and essentially relocates or replaces all of the improvements within the area of acquisition onto the remainder.

As to valuation of the taking, Mr. Durrance opines the fair market value to be **\$338,100**, consisting of \$141,000 for land (5.127 acres at \$27,500/acre), \$120,000 for improvements taken, and \$77,100 for damages and the cost to cure.

Richard Dreggors of Calhoun, Dreggors & Associates appraised the property on behalf of the Respondent, Kimberly Buchheit. Mr. Dreggors indicates his belief, based upon a land planning analysis of the property by James Hall of VHB, that the Subject Property would receive a land use designation of Rural Settlement by the City of Apopka, allowing a higher intensity development at one dwelling per acre, and the opportunity for cluster development if the site meets certain open space requirements. This opinion differs substantially from Mr. Durrance's reliance upon current zoning which allows only one home per 10 acres. Development at higher densities would likely require connection to City water and sewer systems, although development at lower densities may allow connection to the central water system and use of septic systems as an alternative. Mr. Dreggors also notes it may be possible for the owner to assemble her property with adjoining properties would allow access to Mt. Plymouth and Haas Roads to create a total area of approximately 263 acres. Thus Mr. Dreggors' highest and best use "as vacant" is for use as a rural residential site with densities of one dwelling per acre or assemblage with adjoining properties, which still will have densities of one dwelling per acre. Mr. Dreggors' highest and best use "as improved" is the ultimate demolition of the existing improvements, but with continued use of the existing improvements for the interim until the property is redeveloped to support a low density single family use.

Using the highest and best use of assemblage for a future single family residential use, Mr. Dreggors' used sales of six (6) similar residentially oriented tracts of vacant land in Orange and Lake Counties to provide a comparison for the Subject Property. These sales indicated a price per acre ranging between \$41,483 and \$72,172. Mr. Dreggors opines the value of the Subject Property is \$50,000 per acre, resulting in a total value for the land of \$970,500.

To value the interim use of the single family residence, manufactured home and modular home, Mr. Dreggors analyzed the rental income value of four (4) comparable properties for manufactured homes, ranging from \$900 to \$1,200 per month. The rental income value of five (5) comparable properties with single family homes ranged between \$600 and \$875 per month, and for the modular home four (4) comparables were utilized with values ranging between \$650 and \$975 per month. Mr. Dreggors concluded the interim rental of the manufactured home would be valued at \$950 per month or \$11,400 per year; for the single family home \$850 per month or \$10,200 per year; and for the modular home \$700 per month or \$8,400 per year for a total gross rental value of the three homes of \$30,000 per year. Based upon reproduction costs of the additional site improvements, including the solar panels, storage containers, greenhouse, etc., Barefoot Brothers Construction provided a reproduction cost of \$37,300. To demolish the

improvements at the end of the interim use period, Barefoot Brothers Construction estimated the cost at \$10,000, resulting in a net value, after consideration of demolition costs, of \$68,000 for the interim value of the improvements (\$78,000 - \$10,000). Thus, Mr. Dreggors values the property in the before condition at \$1,038,500, consisting of land at \$970,500, and improvements at \$68,000.

Mr. Dreggors agrees with Mr. Durrance the taking reduces the size of the property by 26% and that the remainder will be adjacent to an expressway with elevations of between 17 feet to 25.5 feet. Mr. Dreggors also notes there will be a 31.5 ft tall overhead sign constructed over the Parkway travel lanes adjacent to the remainder. According to engineering calculations by Bill Tipton, Jr. based upon a review of the construction plans, a 5-foot wide ditch with a 3:1 slope will come down from the elevated expressway. Mr. Tipton opines the lack of a ditch from east of Station 466+00 to Station 468+00 will cause runoff to flow onto the remainder property. Thus Mr. Dreggors opines the negative effects that the taking has on the remainder property are: (1) substantial loss of development potential; (2) drainage issues; and (3) location adjacent to an elevated expressway.

The possible assemblage of the Subject Property with the adjoining Rockwood Groves could have allowed the possibility of a residential development at one unit per acre. With the acquisition of Rockwood Groves for construction of the Wekiva Parkway, such assemblage could not occur, making the residential development of the Subject Property at the rate of one dwelling per 10 acres.

Mr. Dreggors compared vacant land sales of 3.04 acres to 10.88 acres and with prices per acre ranging from \$23,000 to \$49,342, concluding the value of the Subject Property is \$40,000 per acre. Mr. Dreggors estimates the negative impact to the remainder property by the elevated expressway at 40%, resulting in a remainder value of \$24,000 per acre or \$342,700.

Mr. Tipton has provided a cure plan which includes demolishing the remainder improvements associated with the single family home, installing a new well to service the remaining improvements, reestablish fencing, install oak trees and modify/reestablished the irrigation system. Barefoot Brothers Construction provided a cost bid for the cure. Including a 20% coordination fee added to the replacement cost new of the items, less the cost of the items paid for in the taking, the total net cost to cure is \$87,000. Thus, Mr. Dreggors opines the value of the remainder property as \$268,300, consisting of land in interim value of improvements at \$355,300, less cure costs of \$87,000.

Mr. Dreggors opined the fair market value for the taking is **\$770,100**, consisting of \$256,400 for land (5.127 acres at \$50,000 per acre), improvements taken at \$37,300, and damages of \$476,400.

Ms. Buchheit operates Wise Acre Farm, LLC ("Wise Acre Farm") on the subject property. Due to the taking, she has advised it is impractical to use the remainder for the Wise Acre Farm business operations going forward. The property taken is the highest, flattest and best part of the site for facilities and operations. The topography of the reminder makes it far less suited for the necessary facilities. Accordingly, Ms. Buchheit asserted a business damage claim in the amount of **\$56,275**.

Ms. Buchheit is represented by Edgar Lopez of Harris Harris Bauerle Ziegler Lopez, P.A. Mr. Lopez retained Richard Dreggors to prepare the real estate appraisal, with assistance provided by James Hall of VHB for planning issues, William Tipton, Jr. of Tipton Associates for engineering and potential cure issues, and Barefoot Brothers Construction, LLC for cost estimates. Mr. Lopez presented experts' invoices totaling **\$69,710.27**. After numerous mediation conferences which included Ms. Buchheit's rejection of the amount and the method CFX used to determine the Replacement Housing Payment, we were able to settle this parcel for an all-inclusive settlement of **\$699,990**, including Ms. Buchheit's Written Statement regarding entitlement to the replacement housing purchase additive which is attached hereto and incorporated herein by reference, all statutory interest, all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, and costs, but subject to apportionment claims, if any, of any party claiming an interest in or a lien on the subject property.

For the above-cited reasons, Right-of-Way counsel requests approval by the CFX Board of the mediated all-inclusive settlement in the amount of \$699,990, 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 292.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed mediated settlement totaling \$699,990 in full settlement of all claims for compensation in the acquisition of Parcel 292, including all attorney's fees, expert's fees, and costs. The Right of Way Committee recommended approval of this settlement at its April 26, 2017 meeting.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Mediated Settlement Agreement
- Exhibit "D" – Respondent's Experts' Fees Invoices

Reviewed by: _____



ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 292
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

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

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

CONTAINING 5.127 ACRES, MORE OR LESS.

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

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 18, 2013
PROJECT NO.: P04-04
DRAWN: DPW CHECKED: JMS

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

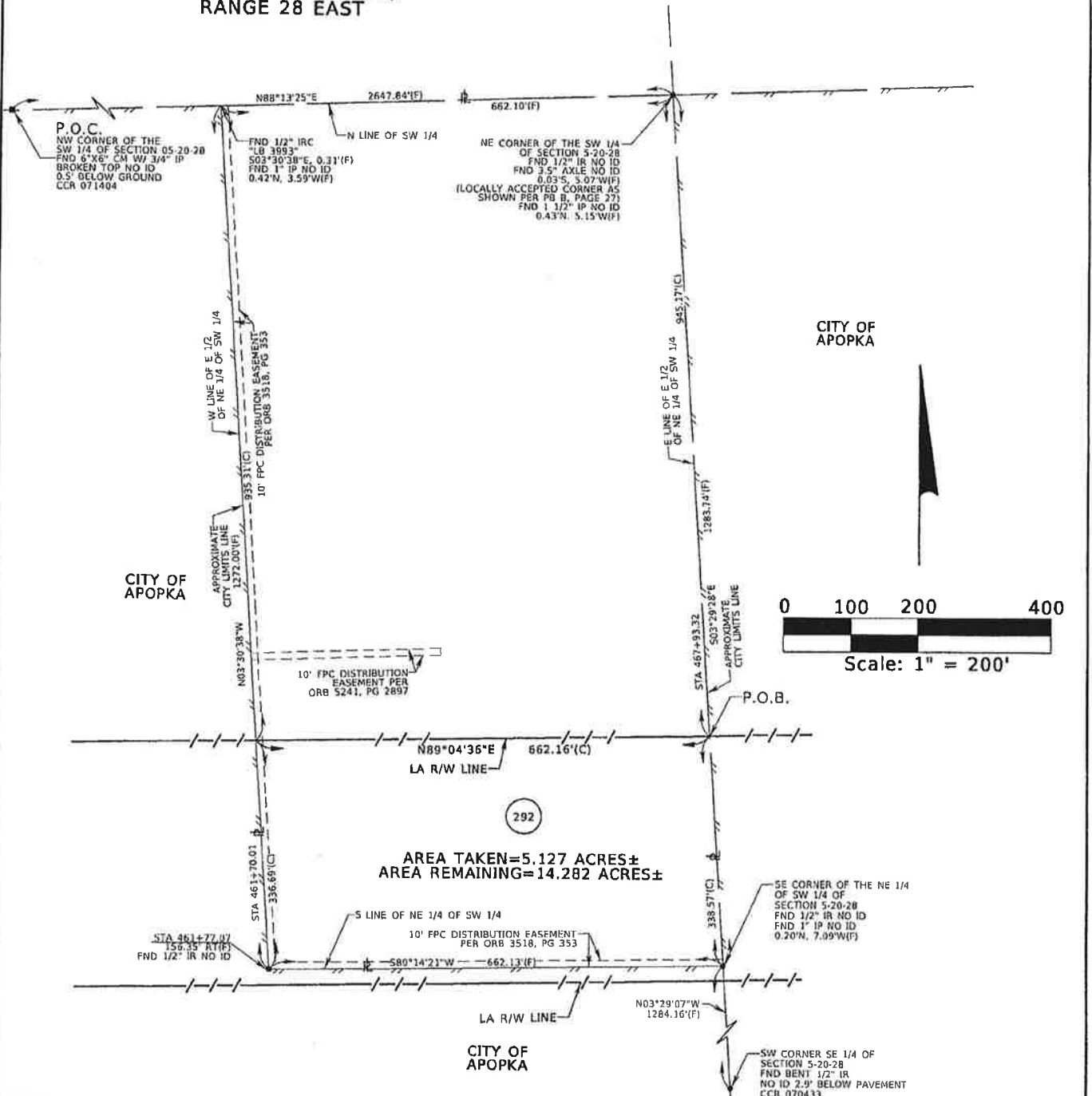


GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "A"

SKETCH OF DESCRIPTION

**SECTION 5,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**



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 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

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

 **GEODATA CONSULTANTS, INC.**
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1349 S. INTERNATIONAL PARKWAY
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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

GENERAL NOTES:

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

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

SHEET 3 OF 3

REVISED PER COMMENTS	DPW	03/11/2014
REVISED PROPOSED LA R/W LINE	DPW	02/06/2014
REVISED PER COMMENTS	DPW	05/23/2013
REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature]
H. Paul deVivero, Professional Land Surveyor No. 4290
DATE 3-11-14

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: APRIL 18, 2013
PROJECT NO.: P04-04
DRAWN: DPW CHECKED: JMS

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

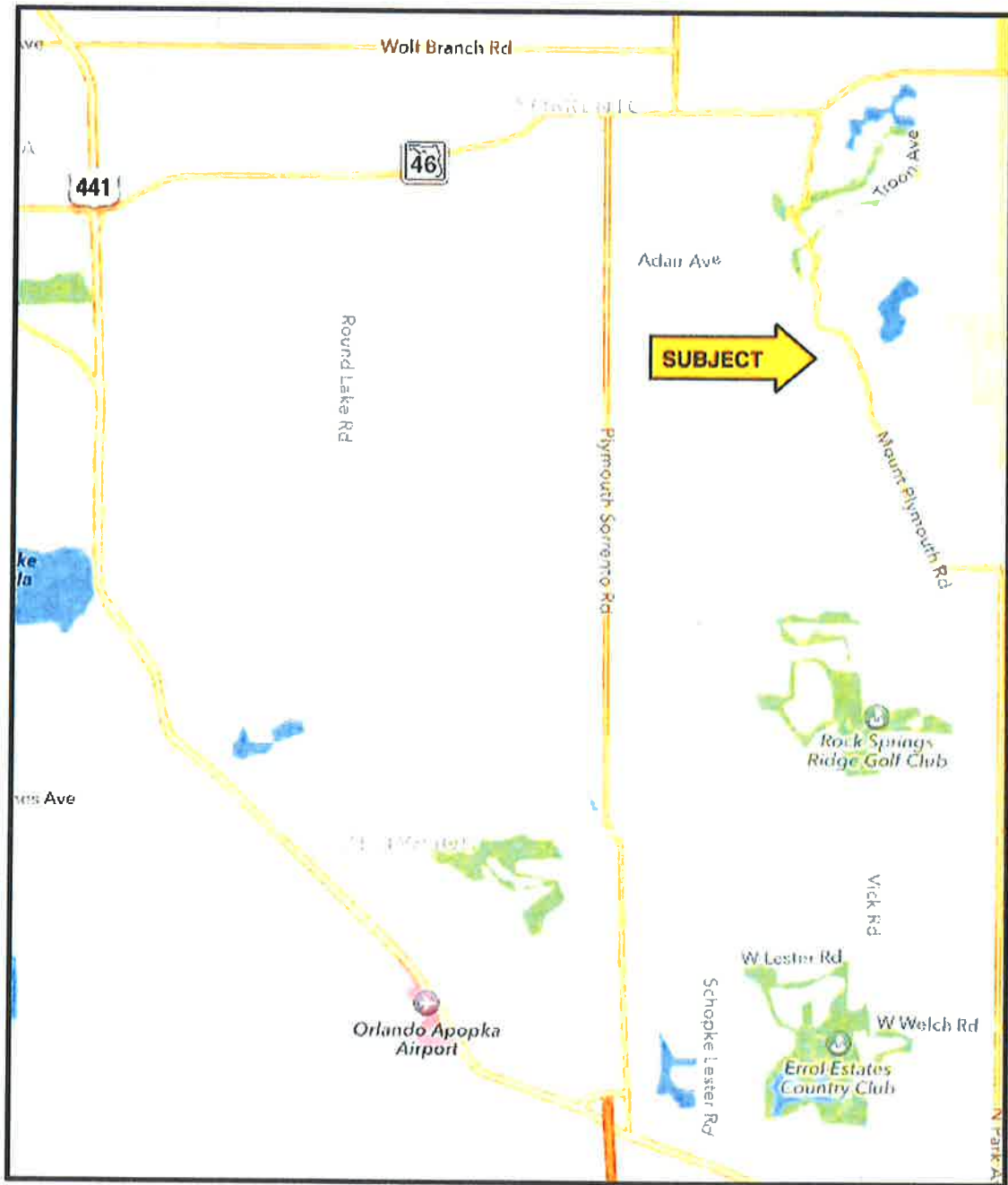


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VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

The proposed design of the Wekiva Parkway improvements in the area of the subject property is shown below.



EXHIBIT "B"



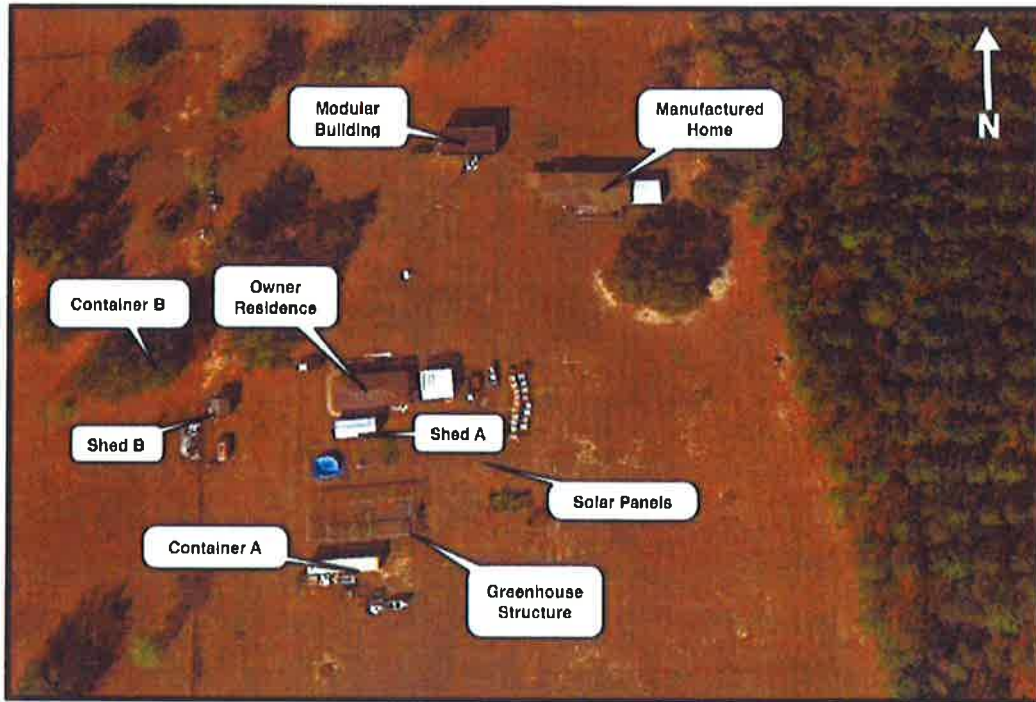
GENERAL LOCATION MAP



 **LOCATION MAP**



JURISDICTION OF SUBJECT AREA



Northerly aerial view identifying the subject improvements. (Photo #1)



Northerly view of manufactured home (right) and modular building (left). (Photo #2)



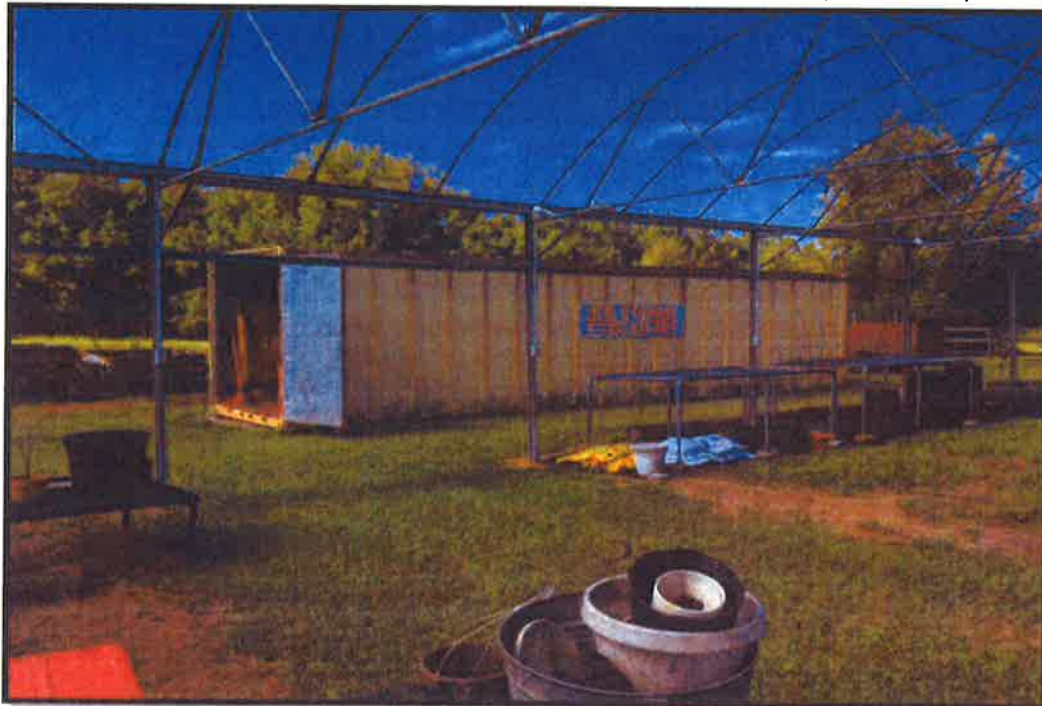
Southerly view of owner occupied home. (Photo #3)



View of Shed B and Container B (see aerial p.14). (Photo #4)



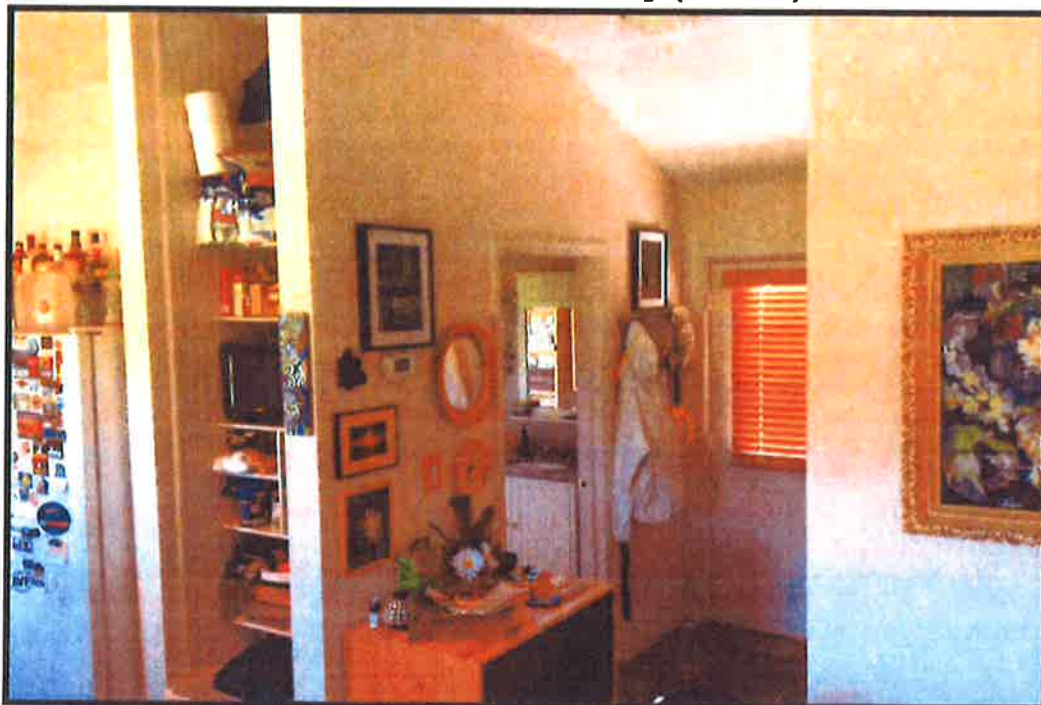
View of Shed A and above ground pool located south of the owner occupied home. (Photo #5)



Southerly view of Container A and greenhouse structure (see aerial p.14). (Photo #6)



Interior view of modular building. (Photo #7)



Interior view of owner occupied home. (Photo #8)

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

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

CASE NO: 2015-CA-006071-0

Subdivision 39

Petitioner,

Parcel 292

vs.
Kimberly A. Buchheit,
Wise Acre Farm, LLC, et. al.

Respondent(s).

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on February 8, 2017,
Respondent(s), Kimberly A. Buchheit and Wise Acre Farm LLC and
representatives of the Central Florida Expressway Authority reached the following Settlement
Agreement:

1. Petitioner will pay to Respondent(s), Kimberly A. Buchheit and
Wise Acre Farm, LLC
(referred to as "Respondent") the sum of Six Hundred Ninety-Nine Thousand
Nine Hundred Ninety Dollars Dollars
exactly (\$699,990.⁰⁰), in full settlement of all claims for compensation from Petitioner
whatsoever for the taking of Parcel 292, including statutory interest and all
claims related to real estate and business damages, severance damages, tort damages, attorney's
fees and litigation costs, expert witness fees, and costs. The settlement sum may be subject to
claims of apportionment by any party in this case having a property interest in or a lien on the
subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good
faith estimate in the amount of
Three Hundred Thirty-Eight Thousand One Hundred
Dollars (\$338,100.⁰⁰). Within thirty days (30) days from the date of receipt by
Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to
Respondent, by deposit in the Registry of the Court, the sum of Three Hundred
Sixty-One Thousand Eight Hundred Ninety Dollars Dollars
exactly (\$361,890.⁰⁰), representing the difference between the total settlement sum
referenced above and the Petitioner's previous deposit in this case.

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

3. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

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

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

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 292, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

7. This Settlement Agreement, executed by the parties and their counsel on this 8th day of February, 2018, contains all the agreements of the parties. ^{4A} and the Written Statement regarding Appendix A to 49 CFR Part 24, attached hereto

Linda S. B. Lanosa 3/16/17

Print Name: Linda B. Lanosa
Central Florida Expressway Authority

Print Name: _____
Owner

Print Name: David Shontz
Counsel for CFX

Print Name: Kimberly A. Buckle IT
Owner

Print Name: _____
~~Mediator~~

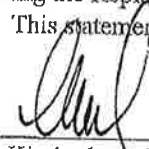
Print Name: Edgar Lopez
Attorney for Owner

WRITTEN STATEMENT FROM RESPONDENT, KIMBERLY BUCHHEIT

I, Kimberly A. Buchheit, pursuant to Appendix A to 49 C.F.R. Part 24, state:

1. I know that I am entitled to receive a replacement housing purchase ("RHP") additive and have attached the Notice of Eligibility for Supplementary Replacement Housing Payment for Owner transmitted on or about June 29, 2015.
2. I filed a Petition for Administrative Hearing challenging the RHP additive calculated by CFX's independent relocation agent.
3. The parties mediated on February 8, 2017, and reached an all-inclusive settlement of all claims related to the taking of Parcel 292, subject to the approval of the CFX Right of Way Committee and CFX Board.
4. As part of the consideration for the proposed settlement, a copy of which is attached, I acknowledge that the all-inclusive settlement encompasses compensation for a replacement housing purchase ("RHP") additive. As a result, I have chosen not to accept any RHP additive payments separate and apart from the all-inclusive settlement amount, which I am or may be entitled. I further agree to dismiss with prejudice my Petition for Administrative Hearing involving the Replacement Housing Purchase Additive.
5. This statement has not been coerced by any person or entity.

Signature: _____



Kimberly A. Buchheit

Date: _____

3/10/2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY
REPLACEMENT HOUSING PAYMENT FOR OWNER

PROJECT: 429-205
STATE ROAD NO.: 429
PROJECT NAME: Wekiva Parkway
COUNTY: Orange
PARCEL NO.: 292.O-R1

This is to certify that being displaced from the residence located at 6500 Swain Road, Sorrento, FL 32776 :

will not be eligible for replacement housing because _____

will be eligible for a purchase additive amount not to exceed ~~\$63,850.00~~ ^{TBD} in order to purchase a decent, safe, and sanitary dwelling as an owner who elects to purchase. In order to receive the full purchase additive amount, you must purchase a decent, safe, and sanitary dwelling costing at least ~~\$150,000.00~~ ^{TBD}. * KAB

The above amount is based upon the difference between the value of the comparable replacement dwelling offered by the Central Florida Expressway Authority ("Expressway Authority") (~~\$150,000.00~~) and the value of the acquired dwelling on a typical homesite as determined by the Expressway Authority (~~\$86,150.00~~). The value of the acquired dwelling on a typical homesite represents ~~23.48%~~ ^{TBD} of the approved appraisal amount for your property, which is ~~\$338,100.00~~ ^{TBD}. If the actual price of the acquired dwelling changes or the displacee purchases a replacement dwelling with a different value, the amount of the purchase additive eligibility may change. This eligibility amount is subject to change if comparable dwellings similar to the property to be acquired are no longer available. * KAB

The displacee may also be eligible, when applicable, for compensation of the loss of favorable financing on an existing mortgage in the financing of replacement housing and reimbursement for costs incidental to the purchase of a replacement dwelling. The displacee must purchase and occupy decent, safe and sanitary replacement housing within one year from the later of the date he/she receives this Statement of Eligibility or the date he/she receives payment for the property the Expressway Authority is acquiring. In condemnation cases, this is the date funds are deposited with the court.

The benefits will not be available until acquisition of the property to be acquired by the Expressway Authority is complete or, in the case of condemnation, the owner has signed such agreements as are required by the Expressway Authority.

Payments will not be made to persons who purchase a replacement dwelling until they occupy the dwelling and provide a closing statement or other acceptable documentation of the price paid for the replacement unit.

If you are eligible for a replacement housing payment, please see attached Form entitled "Replacement Housing Payment Determination Three Comparables Method" for location and further information on comparable replacement dwelling(s) offered to you and calculation of replacement housing payment.

Signed: _____

Title: Sen. RDW Agent

Dated: 6/29/2015

Receipt Acknowledged by _____

on the 22 day of JULY, 2015.

* I DO NOT AGREE WITH THE NUMBERS
OR THE METHOD BY WHICH THEY
WERE DERIVED.
TBD = TO BE DETERMINED.

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

February 6, 2017

Edgar Lopez, Esq.
c/o Harris Harris Bauerle Ziegler Lopez
1201 E Robinson Street
Orlando, FL 32801

RE: **Owner:** Buchheit
Project: Wekiva Parkway
Parcel No.: 292
County: Orange

INVOICE

Review CFX reports and plans, meetings/conference calls with experts, meetings with owner and owner's representative, inspections of the subject property, analysis of nearby CFX purchases and history of purchases in the area by O/OCEA and CFX, preparation of exhibits and other documents that illustrate these acquisitions/purchases, analysis of highest and best use before and after the taking, research of vacant residential land sales, inspection of sales, verification of sales, write-up of sales, analysis of sales, research of smaller single family home sales, analysis of single family homes sales, inspection of single family home sales, verification and write-up of sales, research of single family home rentals for smaller homes, analysis of improvements taken and cure costs, begin preparation of appraisal report.

LaBarre:	46.75 Hrs. x \$150/Hr. =	\$ 7,012
Abrams Schmidt	118.25 Hrs. x \$175/Hr. =	20,694
Dreggors:	62.25 Hrs. x \$275/Hr. =	<u>17,119</u>
Total		\$44,825

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

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

EXHIBIT "D"

OWNER	BUCHHEIT	KIMBERLY LABARRE
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	292	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
11/18/15	RESEARCH LAND SALES; OBTAIN DEEDS, MAPS, PROPERTY CARDS AND AERIALS; MET WITH RICK TO DISCUSS APPRAISAL ISSUES.	6.75
11/19/15	SALES RESEARCH OF IMPROVED RESIDENTIAL AND MANUFACTURED HOMES; VERIFYING LAND SALES.	7.25
11/23/15	MET WITH RICK TO REVIEW SALES; PREPARE SALES ANALYSIS AND LAND SALES WRITE-UPS; PREPARE FOR MEETING WITH OWNER'S REPRESENTATIVE AND OWNERS.	4.75
11/24/15	PREPARE FOR MEETING WITH OWNER'S REPRESENTATIVE AND OWNER; PREPARE LAND SALES ANALYSIS FOR MEETING; VERIFYING LARGE LAND SALES AND EXHIBITS.	7.75
11/25/15	MET WITH RICK TO DISCUSS SALES; CONTINUE TO VERIFY SALES AND PREPARE EXHIBITS.	4.50
12/02/15	PREPARE SALE WRITE-UPS AND EXHIBITS; VERIFY LAND SALES.	2.00
12/03/15	RESEARCH LAND SALES FOR REPORT; REVIEW DOCUMENTS AND REPORTS IN FILE.	4.25
12/04/15	VERIFYING SALES.	4.75
02/05/16	MET WITH RICK TO DISCUSS SALES, ETC. FOR OWNER'S REPRESENTATIVE.	<u>4.75</u>
	TOTAL HOURS	46.75

OWNER	BUCHHEIT	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	292	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/17/15	REVIEW OF FILE/SUBJECT MATERIAL; REVIEW OF CONDEMNOR APPRAISAL; ANALYSIS OF CONDEMNOR SALES; PREPARE FOR CONFERENCE CALL; ANALYSIS OF ADJACENT SALE TO EXPRESSWAY; PREPARE EXHIBITS; CONFERENCE CALL WITH EXPERTS.	5.75
02/18/15	RESEARCH LAND SALES; ANALYSIS OF SALES.	3.25
02/26/15	PREPARE FOR MEETING; INSPECT SUBJECT PROPERTY; MEETING WITH OWNER AND EXPERTS.	2.75
03/03/15	WORKED ON EXHIBITS FOR OWNER; ANALYSIS OF COMPENSATION BASED ON MEETING DISCUSSIONS.	2.00
03/30/15	MEETING WITH OWNER'S REPRESENTATIVE; ADDITIONAL ANALYSIS OF DAMAGES/COMPENSATION.	2.50
03/31/15	RUN CALCULATIONS BASED ON MEETING; ANALYSIS OF DAMAGES.	1.25
04/01/15	ANALYSIS OF DAMAGES; MEETING WITH RICK TO REVIEW; UPDATE EXHIBITS.	2.75
04/10/15	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	1.50
04/20/15	REVIEWED LAND PLANNING DOCUMENTS AND ORDINANCES/DOCUMENTS FROM OWNER.	2.00
04/27/15	CONFERENCE CALL WITH EXPERTS; DISCUSS ASSEMBLAGES WITH LAND PLANNER.	1.25
05/06/15	PREPARE FOR MEETING; MEETING WITH EXPERTS AND OWNERS.	2.75
07/22/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.25
07/31/15	CONFERENCE CALL WITH ENGINEER.	0.25
08/03/15	UPDATE SALES RESEARCH.	3.25
08/05/15	UPDATE SALES RESEARCH.	3.00
08/06/15	ANALYSIS OF SALES.	2.50

OWNER	BUCHHEIT	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	292	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
09/24/15	REVIEW OF LAND PLANNING REPORT.	0.75
10/20/15	UPDATE RENTAL RESEARCH; REVIEW OF EXPERTS REPORTS.	3.75
10/21/15	ANALYSIS OF SALES; ASSIST WITH APPRAISAL; CREATE EXHIBITS FOR REPORT.	4.00
11/02/15	ASSISTED WITH APPRAISAL; WORKED ON EXHIBITS FOR REPORT; RESEARCH/ANALYSIS OF SUBJECT DOCUMENTS.	6.25
11/04/15	ASSISTED WITH APPRAISAL.	2.25
11/05/15	RESEARCH/ANALYSIS OF SALES; ASSIST WITH REPORT.	2.50
11/09/15	REVIEW OF EXPERT REPORTS.	1.25
11/10/15	ASSIST WITH APPRAISAL; WORK ON EXHIBITS FOR REPORT.	4.25
11/17/15	ANALYSIS OF SALES; MEETING WITH ASSOCIATE TO DISCUSS SALES.	2.25
11/18/15	MEETING WITH RICK AND ASSOCIATE TO DISCUSS SALES.	0.75
11/19/15	MEETING WITH RICK AND ASSOCIATE TO DISCUSS SALES.	1.00
03/29/16	REVIEW OF UPDATED ENGINEERING REPORT/COST ESTIMATES; WORKED ON COSTS; ANALYSIS OF COMPENSATION.	3.00
03/31/16	CONFERENCE CALL WITH ENGINEER; REVIEW OF CFX'S CONTRACTOR'S ESTIMATE; ANALYSIS OF SALES; WORK ON COSTS; UPDATE EXHIBITS; MEETING WITH RICK TO REVIEW.	5.75
04/06/16	MEETING WITH RICK TO DISCUSS SALES.	0.50
04/07/16	REVIEW/ANALYSIS OF SURROUNDING CFX APPRAISALS; WORK ON EXHIBITS FOR OWNER'S REPRESENTATIVE.	4.25
10/10/16	REVIEW UPDATED LAND PLANNING REPORT.	0.50

OWNER	BUCHHEIT	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	292	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
10/17/16	CONFERENCE CALL WITH LAND PLANNERS.	0.50
01/06/17	CALL WITH OWNER'S REPRESENTATIVE; ASSIST WITH APPRAISAL; RESEARCH RENTAL INFORMATION.	3.25
01/09/17	RESEARCH/ANALYZE RENTAL INFORMATION; ASSISTED WITH APPRAISAL; REVIEW EXPERT REPORTS.	8.75
01/10/17	ASSISTED WITH APPRAISAL; ANALYSIS OF COST ESTIMATE FOR IMPROVEMENTS WITHIN THE TAKING.	3.25
01/11/17	CALL WITH OWNER; ASSISTED WITH APPRAISAL; MEETING WITH RICK TO REVIEW COSTS AND DAMAGES.	4.00
11/12/17	ASSISTED WITH APPRAISAL; CALL WITH OWNER; WORKED ON ADDENDA.	3.25
01/13/17	ASSISTED WITH APPRAISAL.	2.00
01/16/17	ASSISTED WITH APPRAISAL.	2.50
01/19/17	MEETING WITH RICK; ASSIST WITH APPRAISAL.	4.75
01/20/17	ASSISTED WITH APPRAISAL; FINALIZED ADDENDA.	2.75
01/30/17	CALL WITH OWNER'S REPRESENTATIVE.	0.50
01/31/17	ASSISTED WITH APPRAISAL.	1.75
02/02/17	PREPARE FOR CONFERENCE CALL; CALL WITH OWNER AND OWNER'S REPRESENTATIVE.	<u>1.00</u>
	TOTAL HOURS	118.25

OWNER	BUCHHEIT	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	292	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/16/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW THE ASSIGNMENT AND OUR SCOPE OF WORK.	0.75
06/10/14	PREPARE FOR AND MEET WITH OWNER AND EXPERTS TO REVIEW TAKING AND STATUS/SCOPE OF WORK.	2.50
06/25/14	PREPARE FOR AND MEET WITH OWNER AT THE PROPERTY; REVIEW TAKING AND IMPACTS TO REMAINDER.	2.00
07/23/14	REVIEW CORRESPONDENCE FROM OWNER; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING SURVEY ISSUES.	0.75
07/25/14	REVIEW DOCUMENTS FOR PURCHASE BY O/OCEA FOR ADJOINING PARCELS.	0.50
01/17/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS; REVIEW HIGHEST AND BEST USE AND VALUATION ISSUES.	2.25
02/12/15	REVIEW DOCUMENTS/APPRAISALS FROM OWNER'S REPRESENTATIVE; PREPARE FOR CONFERENCE CALL.	3.00
02/26/15	INSPECT SUBJECT PROPERTY AND MEET WITH EXPERTS AT THE PROPERTY.	2.75
03/30/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW PRELIMINARY DATA AND FINDINGS.	2.75
04/01/15	REVIEW VALUATION ALTERNATIVES WITH ASSOCIATE; REVIEW CHARTS OF VACANT LAND SALES.	1.25
04/10/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW SALES AND PRELIMINARY FINDINGS.	1.00
05/06/15	PREPARE FOR AND MEET WITH OWNER AND EXPERTS TO REVIEW OUR FINDINGS TO THIS POINT.	1.75

OWNER	BUCHHEIT	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	292	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
07/22/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW SCOPE AND TIMING OF OUR APPRAISAL.	0.50
11/05/15	REVIEW TAI AND VHB REPORTS.	2.25
11/18/15	REVIEW/WRITE REPORT; REVIEW SALES OF APPRAISAL OF ROCKWOOD GROVES NEXT TO SUBJECT; MEETING WITH ASSOCIATES TO REVIEW REMAINING SCOPE OF WORK.	6.25
11/19/15	REVIEW SALES WITH ASSOCIATE; CONFERENCE WITH PLANNER; PREPARATION OF APPRAISAL; ANALYSIS OF HIGHEST AND BEST USE.	8.75
11/20/15	MEETING WITH ASSOCIATE TO REVIEW/ANALYZE SALES; PROOFREAD/WRITE REPORT.	6.25
11/23/15	ASSIST WITH SALE ANALYSIS/REVIEW; REVIEW WITH ASSOCIATE; PREPARE FOR MEETING WITH OWNER.	1.00
11/24/15	PREPARE FOR AND MEET WITH OWNER AND EXPERTS TO REVIEW OUR ANALYSIS AND REMAINING SCOPE OF WORK.	2.25
11/25/15	MEETING WITH ASSOCIATE TO REVIEW SALES.	0.75
01/06/16	CONFERENCE WITH ENGINEER TO REVIEW HIS REMAINING SCOPE OF WORK AND TIMETABLE.	0.25
02/05/16	REVIEW SALES WITH ASSOCIATE.	0.50
03/11/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING ISSUES/VALUE OF THE TAKING.	0.50
03/31/16	MEETING WITH ASSOCIATE TO REVIEW RCN AND IMPROVEMENTS TAKEN.	0.75
04/06/16	MEETING WITH ASSOCIATE; REVIEW SALES; VALUATION OF SALES; REVIEW INFORMATION FROM EDGAR LOPEZ.	1.25
04/07/16	REVIEW SALES, CHARTS, ETC. WITH ASSOCIATE.	0.50
10/11/16	REVIEW VHB LAND PLANNING REPORT.	0.75

OWNER	BUCHHEIT	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	292	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
01/10/17	MEETING/CONFERENCE WITH ASSOCIATE REGARDING VALUATION OF IMPROVEMENTS.	0.50
01/11/17	ASSIST WITH REPORT PREPARATION.	2.50
01/14/17	ASSIST WITH APPRAISAL.	3.25
01/19/17	ASSIST WITH APPRAISAL; REVIEW WITH ASSOCIATE.	1.25
02/02/17	PREPARE FOR AND CONFERENCE CALL WITH OWNER AND OWNER'S REPRESENTATIVE.	<u>1.00</u>
	TOTAL HOURS	62.25



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471
 617.924.1770 F 617.924.2286

Mr. Gordon Harris
 Harris Harris Bauorle Ziegler & Lopez
 1201 E. Robinson Street
 Orlando, FL 32801

Invoice No: <Draft>
 February 7, 2017
 VHB Project No: 61912.00

Invoice Total \$13,678.67

Professional Planning Services for Kim Bucheit property/Wekiva Parkway
Professional Services Thru January 28, 2017

Professional Personnel

	Hours	Rate	Amount
Principal 1	23.50	250.00	5,875.00
Technical/Professional 07	2.50	125.00	312.50
Technical/Professional 06	1.50	125.00	187.50
Technical/Professional 05	50.50	125.00	6,312.50
Totals	78.00		12,687.50
Total Labor			12,687.50

Reimbursable Expenses

Printing	991.17	
Total Reimbursables	991.17	991.17

Total this Invoice \$13,678.67

Billings to Date

	Current	Prior	Total
Labor	12,687.50	0.00	12,687.50
Expense	991.17	0.00	991.17
Totals	13,678.67	0.00	13,678.67



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

Project Number: 61912.00

Period: 201407

Date	Location	Job Type	User	Total
6/18/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$4.28
			Total	\$4.28



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

Project Number: 61912.00

Period: 201503

Date	Location	Job Type	User	Total
2/26/2015	Orlando FL	B/W Laser Printing	kati@shannon	\$0.52
2/18/2015	Orlando FL	Sm Fmt Color Printing	kati@shannon	\$1.07
2/26/2015	Orlando FL	Sm Fmt Color Printing	kati@shannon	\$11.77
			Total	\$13.36



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

Project Number: 61912.00

Period: 201505

Date	Location	Job Type	User	Total
4/24/2015	Orlando FL	B/W Laser Printing	kateshannon	\$0.90
4/27/2015	Orlando FL	B/W Laser Printing	kateshannon	\$0.77
4/16/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$1.07
4/22/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$85.20
4/27/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$39.42
4/29/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$1.07
		Total		\$128.43



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

Project Number: 61912.00

Period: 201506

Date	Location	Job Type	User	Total
5/6/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$156.57
			Total	\$156.57



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

Project Number: 61912.00

Period: 201508

Date	Location	Job Type	User	Total
7/24/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.13
7/24/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$116.09
			Total	\$116.22



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

Project Number: 61912.00

Period: 201509

Date	Location	Job Type	User	Total
7/28/2015	Orlando FL	B/W Laser Printing	kateshannon	\$0.13
7/27/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$71.36
7/28/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$6.39
			Total	\$77.88



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

Project Number: 61912.00

Period: 201513

Date	Location	Job Type	User	Total
11/25/2015	Orlando FL	B/W Laser Printing	kateshannon	\$0.52
11/19/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$119.29
11/20/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$55.38
11/24/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$110.76
11/25/2015	Orlando FL	Sm Fmt Color Printing	kateshannon	\$1.07
			Total	\$287.02



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

Project Number: 61912.00

Period: 201612

Date	Location	Job Type	User	Total
10/18/2016	Orlando FL	B/W Laser Printing	kalleshannon	\$3.33
10/17/2016	Orlando FL	Sm Fmt Color Printing	kalleshannon	\$49.00
10/18/2016	Orlando FL	Sm Fmt Color Printing	kalleshannon	\$64.97
			Total	\$117.30

Tipton

**STATEMENT OF WORK ACCOMPLISHED
BUCHHEIT ROW - WEKIVA PKWY.
4-525.1**

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
15595	07-07-14	725.00
15704	03-12-15	2,971.27
15799	10-15-15	2,860.33
15814	11-05-15	1,125.00
15864	02-11-16	1,237.50
16032	02-06-17	787.50
TOTAL AMOUNT DUE:		\$9,706.60

STATEMENT OF WORK ACCOMPLISHED
BUCHHEIT ROW – WEKIVA PKWY.
4-525.1

Invoice No. 15595, July 7, 2014 - \$725.00

06/18/14 William E. Tipton, Sr. (WET) pulled plan sheets adjacent to site and analyzed plans (2.0 hours)
06/24/14 William E. Tipton, Jr. (WTJ) reviewed plans and documents from attorney and Rick Dreggors (1.0 hour)

Invoice No. 15704, March 12, 2015 - \$2,971.27

02/16-17/15 William E. Tipton, Jr. (WTJ) reviewed plans, appraisal, and engineering report from Central Florida Expressway, participated in team conference call (4.5 hours)
02/23/15 WTJ worked on draft letter report and drawing package (4.0 hours)
02/26/15 WTJ prepared for and attended team meeting at site (4.5 hours)

Invoice No. 15799, October 15, 2015 - \$2,860.33

07/16/15 William E. Tipton, Jr. (WTJ) reviewed and emailed well replacement proposals to attorney and client (0.5 hours)
07/27/15 WTJ downloaded and reviewed 100% plans for Central Florida Expressway site, participated in conference call with Edgar Lopez regarding case status and moving forward with TAI draft report (2.0 hours)
09/02/15 WTJ worked on draft letter report and drawings (2.0 hours)
09/09/15 WTJ worked on draft letter report and drawings (1.0 hour)
09/14/15 WTJ worked on draft letter report and drawings (2.0 hour)
09/23/15 WTJ attended site meeting with client and contractor (4.0 hours)
09/28/15 WTJ worked on draft letter report and drawings (1.0 hour)

Invoice No. 15814, November 5, 2015 - \$1,125.00

10/06-07/15 William E. Tipton, Jr. (WTJ) worked on draft letter report and drawings (5.0 hours)

STATEMENT OF WORK ACCOMPLISHED
BUCHHEIT ROW - WEKIVA PKWY.
4-525.1

Invoice No. 15864, February 11, 2016 - \$1,237.50

11/04/15	William E. Tipton, Jr. (WTJ) corresponded with owner regarding irrigation and electrical lines in the area of taking (0.5 hours)
11/24/15	WTJ attended team meeting at attorney's office (1.5 hour)
01/05/16	WTJ updated draft letter report and drawings (1.5 hours)
01/07-08/16	WTJ updated draft letter report and drawings (2.0 hours)

Invoice No. 16032, February 6, 2017 - \$787.50

07/15/16	William E. Tipton, Jr. (WTJ) corresponded with attorney and client (0.5 hours)
08/19/16	WTJ reviewed file for conference call with attorney and client, attended conference call (1.5 hours)
11/04/16	WTJ corresponded with Jim Hall regarding preparing cost estimate to bring water and sewer to site, began preparing quantities for cost estimate (1.0 hour)
01/19/17	WTJ corresponded with contractor and appraiser regarding demolition costs of before and after residential structures (0.5 hours)



Tipton Associates Incorporated

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

Invoice Number: 15595
July 07, 2014
Page number 1

Project 4525: Buchheit ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended June 30, 2014

Project 4525:1 Parcel 292

Professional Services

William E. Tipton, Sr.
Chief Engineer/Planner

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2.00	\$250.00	\$500.00
1.00	\$225.00	\$225.00
Services Total		<u>\$725.00</u>
Charges Subtotal		<u>\$725.00</u>
Invoice Total		<u>\$725.00</u>



Tipton Associates Incorporated

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

Invoice Number: 15704
March 12, 2015
Page number 1

Project 4525: Buchheit ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended February 28, 2015

Project 4525:1 Parcel 292

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
13.00	\$225.00	\$2,925.00
Services Total		\$2,925.00

Reimbursable Expense

Tolls

Personal Car Mileage

	Amount
Tolls	\$4.27
Personal Car Mileage	\$42.00
Reimbursable Total	\$46.27

Charges Subtotal \$2,971.27

Invoice Total \$2,971.27

Outstanding Invoices	Number	Date	Amount
Invoice	15595	7/7/2014	\$725.00

Total Unpaid Invoices \$725.00

Balance Due \$3,696.27



Tipton Associates Incorporated

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

Invoice Number: 15799
October 15, 2015
Page number 1

Project 4525: Buchheit ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended September 30, 2015

Project 4525:1 Parcel 292

Professional Services

Chief Engineer/Planner

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12.50	\$225.00	\$2,812.50
Services Total		\$2,812.50

Reimbursable Expense

Tolls

Personal Car Mileage

	<u>Amount</u>
Tolls	\$7.33
Personal Car Mileage	\$40.50
Reimbursable Total	\$47.83
Charges Subtotal	\$2,860.33
Invoice Total	\$2,860.33

<u>Outstanding Invoices</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>	
Invoice	15595	7/7/2014	\$725.00	
Invoice	15704	3/12/2015	\$2,971.27	
Total Unpaid Invoices				\$3,696.27
Balance Due				\$6,556.60



Tipton Associates Incorporated

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

Invoice Number: 15814
November 05, 2015
Page number 1

Project 4525: Buchheit ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended October 31, 2015

Project 4525:1 Parcel 292

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
5.00	\$225.00	\$1,125.00
Services Total		\$1,125.00
Charges Subtotal		\$1,125.00
Invoice Total		\$1,125.00

Outstanding Invoices	Number	Date	Amount
Invoice	15595	7/7/2014	\$725.00
Invoice	15704	3/12/2015	\$2,971.27
Invoice	15799	10/15/2015	\$2,860.33
Total Unpaid Invoices			\$6,556.60
Balance Due			\$7,681.60



Tipton Associates Incorporated

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

Invoice Number: 15864
February 11, 2016
Page number 1

Project 4525: Buchheit ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended January 31, 2016

Project 4525:1 Parcel 292

Professional Services

Chief Engineer/Planner

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5.50	\$225.00	\$1,237.50
Services Total		<u>\$1,237.50</u>
Charges Subtotal		<u>\$1,237.50</u>
Invoice Total		<u>\$1,237.50</u>

<u>Outstanding Invoices</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>
Invoice	15595	7/7/2014	\$725.00
Invoice	15704	3/12/2015	\$2,971.27
Invoice	15799	10/15/2015	\$2,860.33
Invoice	15814	11/5/2015	\$1,125.00
Total Unpaid Invoices			<u>\$7,681.60</u>
Balance Due			<u>\$8,919.10</u>



Tipton Associates Incorporated

760 Mnguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 16032
February 06, 2017
Page number 1

Project 4525: Buchheit ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended January 31, 2017

Project 4525:1 Parcel 292

Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
3.50	\$225.00	\$787.50
Services Total		<u>\$787.50</u>
Charges Subtotal		<u>\$787.50</u>
Invoice Total		<u>\$787.50</u>

Outstanding Invoices	Number	Date	Amount
Invoice	15595	7/7/2014	\$725.00
Invoice	15704	3/12/2015	\$2,971.27
Invoice	15799	10/15/2015	\$2,860.33
Invoice	15814	11/5/2015	\$1,125.00
Invoice	15864	2/11/2016	\$1,237.50
Total Unpaid Invoices			<u>\$8,919.10</u>
Balance Due			<u>\$9,706.60</u>

Barefoot Brothers Construction, LLC

3201 Corrine Drive
 Suite #213
 Orlando, FL 32803

Invoice

Date	Invoice #
3/2/2016	1568

Bill To
Gordon Harris, Esq. Harris, Harris & Bauerle 1201 E. Robinson St Orlando, FL 32801 Buchheit Row Parcel 292

Item	Description	Est Amt	Prior Amt	Terms		Project		Other		
				Curr %	Total %	Prior %	Amount			
Consulting	10 hours @ \$150 per hour SUMMARY OF WORK COMPLETED 1. Met with Engineer Bill Tipton, Jr. 2. Reviewed documents provided by the engineer including the cost estimate accomplished by the FDOT contractor 3. Reviewed the existing conditions, area of taking and cure plan drawings provided by the engineer 4. Met onsite with owner and engineer 5. Prepared cost estimates for the items in the area of taking and the proposed TAI cure plan								1,500.00	
						Total				\$1,500.00
						Payments/Credits				\$0.00
						Balance Due				\$1,500.00


CONSENT AGENDA ITEM

#24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 19, 2017

RE: Request for Authorization to Advertise
Request for Proposals for Systemwide Landscape Maintenance Services for S.R.
408, S.R. 417, S.R. 528, S.R. 429, S.R. 414, S.R.451, and CFX Headquarters
Building
Contract No. 001309

Board authorization is requested to advertise for Request for Proposals from qualified firms to provide systemwide landscape maintenance services.

The current contracts with Groundtek of Central Florida (Contract No. 000965 – S.R. 408 and S.R. 417) and Commercial Companies, Inc., (Contract No. 001050 – S.R. 528, S.R. 429, S.R. 414, and CFX Headquarters Building), expire in November, 2017 and will not be renewed.

The services to be provided under the contract will include landscape and turf maintenance, mowing, fertilizer application, insect/disease control, aquatic weed control, tree pruning, tree removal, watering, edging, mulching, irrigation system maintenance, site clean-up and litter removal at toll facilities and other median and right of way locations, and landscape maintenance at CFX Headquarters Building.

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

Reviewed by: 
Claude Miller
Director of Maintenance

CONSENT AGENDA ITEM

#25

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: April 20, 2017

SUBJECT: Approval of Contract Renewal Agreement
for Bridge Inspection Services with Kisinger Campo & Associates
Contract No. 001127

Board approval is requested for the first renewal of the referenced contract with Kisinger Campo & Associates, in the amount of \$350,000.00 to perform bridge inspection services on all CFX roadways. The current contract expires on June 30, 2017. The original contract term is two years with three (3) one-year renewals.

Original Contract Amount	\$ 609,452.23
Supplemental Agreement No. 1	\$ 35,267.54
Supplemental Agreement No. 2	\$ 82,635.15
Renewal Agreement No. 1	\$ 350,000.00
Total Revised Contract Amount	\$ 997,719.77

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

Reviewed by: 
Claude Miller
Director of Maintenance

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001127

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kisinger Campo & Associates, hereinafter called the "Consultant"

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated June 11, 2015, whereby CFX retained the Consultant to furnish bridge inspection services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 1st day of July, 2017 and ending the 30th day of June, 2018 in the amount of \$350,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 30, 2017, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first Original Agreement ending June 30, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

KISINGER CAMPO & ASSOCIATES, CORP.

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2**

**Contract Name: Bridge Inspection Services
Contract No. 001127
Supplemental Agreement No. 2**

This Supplemental Agreement No. 2 entered into this 9th day of March, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and KISINGER CAMPO & ASSOCIATES, (the “Consultant”), the same being supplementary to the Contract between the aforesaid, dated June 11, 2015, for providing bridge inspection services, in Orange County, Florida.

- 1. CFX wishes to have the Consultant perform a Bearing Assembly investigation on S.R. 528 WB Ramp to S.R. 417 SB (Bridge No. 750470) for a lump sum increase in the Contract amount of \$82,635.15, as detailed in the attached Exhibit A, with no increase in Contract time.**

- 2. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor’s complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.**

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Bridge Inspection Services

Contract No. 001127

Supplemental Agreement No. 2

Amount of Changes to this document: \$82,635.15

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

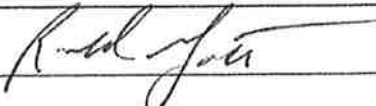
Date: 3-23-17

KISINGER CAMPO & ASSOCIATES CORP.

By: 

Print Name: Stephen H. McGucken, P.E.

Title: C.E.O.

Attest:  (Seal)

Date: March 21, 2017



Approved as to form and execution, only.

General Counsel for CFX



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bridge Inspection Services
Contract No. 001127
Supplemental Agreement No. 1

27 DEC 15 4:01 PM

This Supplemental Agreement entered into this 14th day of December, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as "CFX", and KISINGER CAMPO & ASSOCIATES CORP., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated June 11, 2015, for the cost of providing bridge inspection services, in Orange County, Florida.

1. CFX wishes to update the list of bridges to be inspected by the Consultant to include new bridges added to the system after the Contract was executed and identified by the following bridge numbers,

750851/825	750860
750853/854	750861/862
750855/856	750846/847
750857/858	750842/843
750859/859 <i>plm</i>	750844/845

and,

2. The Consultant hereby agrees to perform the inspections for the additional amount of \$35,267.54 as detailed in Attachment A to this Supplemental Agreement, with no increase in the Contract term, and
3. CFX and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to perform bridge inspections for new bridges added to the system after the Contract was executed.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bridge Inspection Services

Contract No.: 001127

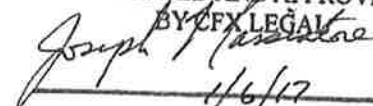
Amount of Changes to this document: \$35,267.54

07 SEP 15 10:15

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

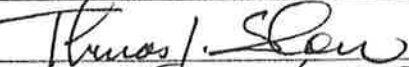
REVIEWED AND APPROVED
BY CFX LEGAL

1/6/17

KISINGER CAMPO & ASSOCIATES CORP.

By: 
Signature

Print Name: Stephen H. McGucken

Title: CEO

Witness: 

Witness: 

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KISINGER CAMPO & ASSOCIATES, CORP.**

BRIDGE INSPECTION SERVICES

CONTRACT NO. 001127

**CONTRACT DATE: JUNE 11, 2015
CONTRACT AMOUNT: \$609,452.23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

BRIDGE INSPECTION SERVICES

CONTRACT NO. 001127

JUNE 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

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

Executive Director

Laura Kelley

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Details of Costs and Fees
C	Exhibit "C", Project Organization Chart

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR BRIDGE INSPECTION SERVICES
CONTRACT NO. 001127**

THIS AGREEMENT, made and entered into this 11th day of June 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and KISINGER CAMPO & ASSOCIATES, CORP., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 201 North Franklin Street, Suite 400, Tampa, Florida 33602.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish bridge inspection services required by the AUTHORITY for Contract No. 001127.

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

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

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

The AUTHORITY's Director of Construction and Maintenance or his authorized designee shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and Maintenance and the CONSULTANT shall comply with all of the directives of the Director of Construction and Maintenance 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 and Maintenance.

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 two year term beginning July 1, 2015. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROJECT SCHEDULE

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

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

5.0 PROFESSIONAL STAFF

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

Ayres Associates, Inc.
Bolt Underwater Services, Inc.
Horizon Engineering Group, Inc.

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

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing bridge inspection services for Contract No. 001127.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Details of Costs and Fees, attached hereto and made a part hereof, in the not-to-exceed amount of \$609,452.23. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in

that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

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

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

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

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

any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction.

11.0 ADJUSTMENTS

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

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be

reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

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

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

shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be

provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall

procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding

potential conflicts of interest shall be addressed to the Executive Director for resolution. During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

This Agreement 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", Details of Cost and Fees

Exhibit "C", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on June 11, 2015.

KISINGER CAMPO & ASSOCIATES, CORP.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: *Stephen H. McGucken*
Authorized Signature

BY: *Claude Miller*
Director of Procurement

Title: C.E.O.

Print Name: Claude Miller

Print Name: Stephen H. McGucken, P.E.

ATTEST: *Madge L. Miller* (Seal)
MADGE L. MILLER
NOTARY PUBLIC Notary
STATE OF FLORIDA
Comm# EE075567
Expires 7/18/2015

Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph Floriano

CONSENT AGENDA ITEM

#26

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 28, 2017

RE: Approval of Contract Renewal with
Ayres Associates, Inc., for Systemwide Overhead Sign Inspection Services
Contract No. 000988

Board approval is requested for the third renewal of the referenced contract with Ayres Associates, Inc., in the amount of \$300,000.00 for a one year period beginning August 7, 2017 and ending August 6, 2018. The current contract expires on August 6, 2017. The original contract term was two years with three (3) one-year renewals.

Original Contract Amount	\$ 400,000.00
Supplemental Agreement No. 1	\$ 86,000.00
Supplemental Agreement No. 2	\$ 49,000.00
Renewal Agreement No. 1	\$ 200,000.00
Renewal Agreement No. 2	\$ 250,000.00
Supplemental Agreement No. 3	\$ 0.00
Renewal Agreement No. 3	<u>\$ 300,000.00</u>
Total	\$1,285,000.00

The contract is included in the OM&A Budget.

Reviewed by: 

Claude Miller
Director of Maintenance

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12nd day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Ayres Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby CFX retained the Contractor to perform inspections of overhead sign structures throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a third renewal of said Original Agreement beginning the 7th day of August, 2017, and ending the 6th day of August, 2018, at the cost of \$300,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal Agreement ending August 6, 2017, the Contractor shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending August 6, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

AYRES ASSOCIATES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3**

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 3

This Supplemental Agreement No. 3 to Contract No. 000988 entered into this 17th day of February, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AYRES ASSOCIATES, INC., (the "Consultant").

WHEREAS, CFX wishes to amend Article 2, Contract Term and Termination of the Contract, to extend the term one (1) year.

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

1. The second sentence of Article 2 of Contract No. 00988, as supplemented, is hereby amended as shown by the ~~strikeout~~ and underling below:

There shall be ~~(two (2))~~ three (3) renewal options of one (1) year each.

2. CFX and Consultant agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous supplemental thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Systemwide Overhead Sign Inspection Services

Contract No. 000988

Supplemental Agreement No. 3

Amount of Changes to this document: \$0.00

27 MAR 17 12:12

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Supplemental Agreement No. 3 by their duly authorized signatures.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 3-23-17

AYRES ASSOCIATES, INC.

By: Hisham N. Sunna

Print Name: Hisham N. Sunna

Title: Manager

Attest:  (Seal)

Date: 2/22/17



Approved as to form and execution, only.

General Counsel for CFX



27 JUN '16 09:13

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 22nd day of June, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Ayres Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby CFX retained the Contractor to perform inspections of overhead sign structures throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 7th day of August, 2016, and ending the 6th day of August, 2017, at the cost of \$250,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending August 6, 2016, the Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending August 6, 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.

AYRES ASSOCIATES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Hisham Nassir Sumra
Authorized Signature

BY: [Signature]
Director of Procurement

Title: Manager

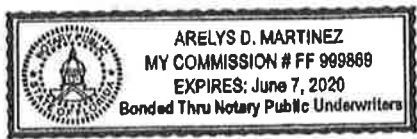
ATTEST: [Signature] (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: [Signature]
AS TO FORM General Counsel for CFX



Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

30 JUN '15 PM 12:04

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Ayres Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby the Authority retained the Contractor to perform inspections of overhead sign structures throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 7th day of August, 2015, and ending the 6th day of August, 2016, at the cost of \$200,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending August 6, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending August 6, 2015.

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.

AYRES ASSOCIATES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Hisham Nasir Sami*
Authorized Signature

BY: *Paul Mills*
Director of Procurement

Title: *Manager*

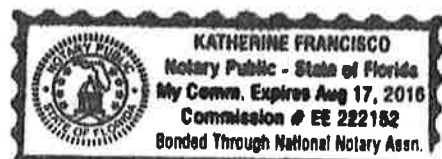
ATTEST: *Katherine Francisco* (SEAL)
Secretary of Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: *Joseph Hossatore*
AS TO FORM General Counsel for the Authority



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 2

This Supplemental Agreement entered into this 24th day of May, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as the "CFX", and AYRES ASSOCIATES, INC., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated July 24, 2014, for the cost of providing systemwide overhead sign inspection services, in Orange County, Florida.

1. CFX wishes ^{to} increase the compensation to the Consultant in the amount of \$49,000.00, based on the Compensation Rates included in Exhibit B of the Contract, with no increase in Contract time, to provide funding to complete the required overhead sign inspections to the end of the first renewal of the Contract, and
2. The Consultant hereby accepts and agrees to perform the required overhead sign inspections with an increase in compensation and no increase in the Contract time, and
3. CFX and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 2 is necessary to provide funds to complete required overhead sign inspections to the end of the first renewal of the Contract.

25 MAY '16 @11:46

SUPPLEMENTAL AGREEMENT NO. 2

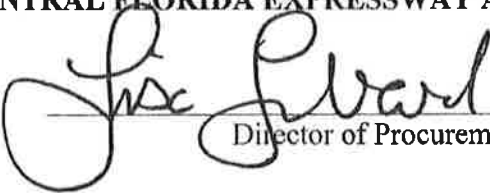
Contract Name: Systemwide Overhead Sign Inspection Services

Contract No.: 000988


Amount of Changes to this document: \$49,000.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

AYRES ASSOCIATES, INC.

By: 
Signature

Print Name: Hisham N. Sunna

Title: Manager

Witness: 

Witness: 

25 MAY '16 AM 11:46

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 1

This Supplemental Agreement entered into this 14th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as the "Authority", and AYRES ASSOCIATES, INC., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated July 24, 2014, for the cost of providing systemwide overhead sign inspection services, in Orange County, Florida.

1. The Authority wishes to update the list of signs to be inspected as shown in the attached Attachment A, with an increase in compensation of \$86,000.00 based on the Compensation Rates included in Exhibit B of the Contract, and
2. The Consultant hereby accepts and agrees to perform the inspections in accordance with Attachment A, with an increase in compensation, and
3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to update the list of signs to be inspected and to increase the compensation to the Consultant.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services

Contract No.: 000988

Amount of Changes to this document: \$86,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Cause Miller*
Director of Procurement

AYRES ASSOCIATES, INC.

By: *Hisham N. Sunna*
Signature

Print Name: Hisham N. Sunna

Title: Manager

Witness: *Katherine Francisco*

Witness: *Julysa D. McDine*

Approved as to form and execution, only.

General Counsel for the Authority

Joseph H. Hester

RECEIVED
CONTRACTS DEPT
CAS 5/20/15
SIGNATURE /

CONTRACT

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

**SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

**CONTRACT AMOUNT: \$400,000.00
CONTRACT DATE: JULY 24, 2013**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

July 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, Ex-Officio Member**

Executive Director

Max Crumit, P.E.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988**

This Contract is made this 24th day of July, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and AYRES ASSOCIATES, INC., 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide overhead sign inspection services; and,

WHEREAS, on or about June 13, 2013, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (FDOT) (identified as Contract No. C-9B40) to provide the same services as required by the AUTHORITY; and,

WHEREAS, letters of interest seeking qualified consultants to perform such services for the AUTHORITY was not required because the CONSULTANT has an existing contract with the FDOT for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by the FDOT; and,

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

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

1. SERVICES TO BE PROVIDED

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

2. CONTRACT TERM AND TERMINATION

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

Termination shall be according to the CONSULTANT's agreement with the FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed \$400,000.00 during the term of the Contract unless amended by mutual agreement of the parties.

4. CONSULTANT INSURANCE

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

5. INDEMNITY

The CONSULTANT shall indemnify and hold harmless AUTHORITY and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses, judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to material breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages

arising out of injury or damage to persons or property directly caused or resulting from the negligence or intentional act of the AUTHORITY or any of its officers, agents or employees.

6. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

7. PRESS RELEASES

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

8. PERMITS, LICENSES, ETC.

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

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY'S Ethics Policy. The CONSULTANT acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

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

10. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

11. SUBLETTING AND ASSIGNMENT

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

12. OTHER SEVERABILITY

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

13. GOVERNING LAW

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

14. RELATIONSHIPS

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

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

15. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

15.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

17. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.

18. CONSTRUCTION MEANS AND METHODS. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such construction contractors' failure to perform work in accordance with the contract documents.

19. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either AUTHORITY or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.


20. FORCE MAJEURE. In no event shall either AUTHORITY or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

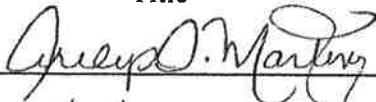
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was awarded by the Authority's Board of Directors at its meeting on July 24, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

AYRES ASSOCIATES, INC.

By: 
Print Name: Hisham N. Sunna
Vice President
Title

Attest:  (Seal)
Date: 7/29/13

Approved as to form and execution, only.


General Counsel for the AUTHORITY


CONSENT AGENDA ITEM

#27

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

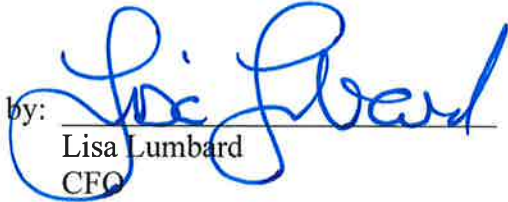
DATE: April 26, 2017

RE: Approval of Revised Procurement Policy and Resolution

Board approval is requested to adopt the attached resolution and revisions to the Procurement Policy. The updates to the policy are in the sections pertaining to Governing Rules and Exemptions from Competitive Procurement Processes.

Recommended changes will provide potential savings and efficiencies.

Reviewed by:


Lisa Lumbard
CFO

**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 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:

- Addition to Article IV – Governing Rules
- Addition to Article XII – Exemptions from Competitive Procurement Processes

Section 2. This amendment shall be codified as part of PROC-1

Section 3. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____, 2017

Buddy Dyer
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approve as to form and legality

Joseph L. Passiatore, General Counsel

Central Florida Expressway Authority
Amendments to Procurement Policy

Policy PROC-1.2

Department: Procurement

Amending: PROC-1 dated 12/10/15

Supersedes: N/A

Date of Board Approval: 5/12/17

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROCUREMENT POLICY**

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROCUREMENT POLICY**

Effective Date: ~~December 10, 2015~~ May 12, 2017

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:

Bid: A formal written price offer by a vendor to CFX 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, 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.

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 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 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 and Motor Assistance Service Patrol 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. For Motor Assistance Service Patrol contracts, the renewal shall not exceed one five (5) year period:

- Toll Collection Services
- Toll Collection Systems Maintenance (Hardware and Software)
- Asset Management Services (Roadway, Bridge and Facilities Maintenance)
- Landscape Maintenance Services
- 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

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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

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 or when maintenance from other contractors will void an equipment warranty.
- 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.

R. Food related to an authorized function.

S. Employment Agreements

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

#28

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2017

SUBJECT: Approval to Purchase E6 Readers from Amtech

Board approval is requested to purchase Seventy (70) E6 readers from the manufacturer Amtech for a total cost of \$703,500 in support of the Toll System Upgrade Project which was approved on May 14, 2015. This equipment is owner furnished per the contract. A direct purchase from the manufacturer will save the sales tax which is estimated to be \$45,500.

The pricing is based on state contract pricing for the owner furnished materials. This purchase is included in the current Five-Year Work Plan.

Reviewed by: 
Joann Chizlett
Director of Special Projects 



2100 Lake Orange Drive, Suite 100
Orlando, FL 32837
407.382.1301 tel 407.382.8914 fax

April 24, 2017

Attention: Joann Chizlett
Director of Special Projects
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807

Subj: Pricing for Owner-Furnished materials and Project reconfiguration

Ref: Contract 001021, Toll System Upgrade Project

Dear Ms. Chizlett:

Per our recent discussions, TransCore requires additional Encompass 6 AVI Readers ("E6 Readers") and antennas as Owner-Furnished Materials, in accordance with the referenced contract, Exhibit 1.7, section 0.8.2. After careful analysis of installed materials and spare parts inventory of the legacy system, we have determined that an additional 70 E6 Readers are necessary for TransCore's installation. A breakdown of this analysis is attached. Pricing:

Description	each	Price quantity	Extended	
Encompass 6 Reader	\$ 10,000.00	70	\$ 700,000.00	
Shipping and handling	\$ 50.00	70	\$ 3,500.00	
			\$ 703,500.00	Total

This price does not include 6.5% sales tax. However, because CFX is exempt from sales tax, this cost can be avoided if these materials are purchased directly from the manufacturer:

Amtech
8600 Jefferson ST NE
Albuquerque, NM 87113
(505) 856-8000
(505) 856-8099 fax

Should you have any questions or require additional information, please contact me at (321) 281-4067. For your convenience, I may be reached via cell at (305) 298-5722. We look forward to the continued development of the Project.

Sincerely,

Scott Hooton
Vice President, Program Manager

cc: Jim Wilson, TransCore
Project file

attachment



2100 Lake Orange Drive, Suite 100
 Orlando, FL 32837
 407.382.1301 tel 407.382.8914 fax

Attachment

	Mainline Plaza	Existing Antenna Count	SA#7	AVI Required	AVI Delta
1	Coral Hills	14		18	-4
2	Goldenrod	6		6	0
3	Forest Lake	4		12	-8
4	Wekiva "A"	0	14	14	0
5	Independence	4		12	-8
	CR 535	2	2	4	0
6	Beachline	10		14	-4
7	Dallas	10		14	-4
8	John Young	4		14	-10
9	Boggy Creek	4		14	-10
10	Curry Ford	14		18	-4
11	University	4	4	18	-10
12	Hiwassee	4	4	18	-10
13	Pine Hills	10		18	-8
14	Conway EB & WB group	14		22	-8
15	Dean	4	4	18	-10
16	Osceola Pkwy	6		6	0
17	Wekiva "B"	0	14	14	0
18	Wekiva "C"	0	18	18	0

Total -98

excess inventory (Legacy) 28

Total required -70

CONSENT AGENDA ITEM

#29

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: May 2, 2017


RE: Authorization to Advertise an
Invitation to Bid for the
Procurement of High Definition CCTV Cameras
Project 599-528; Contract 001318

Board authorization is requested to advertise an Invitation to Bid for the purchase of High Definition CCTV Cameras from qualified vendor(s) for use on the ITS Network throughout CFX's system.

The HD CCTV cameras will be used to maintain the existing Traffic Video System and enhance the performance of the system through replacement of existing cameras as they reach end of life.

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

Reviewed by: 
Bryan Homayouni
Manager of Traffic Operations




CONSENT AGENDA ITEM

#30

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: April 20, 2017


RE: Approval of Purchase Order to Cummins-Allison Corp. for
Bill & Coin Counters

Board approval is requested to issue a purchase order to Cummins-Allison Corp., in the amount of \$117,708.00. This will be a sole source procurement. Currently Cummins-Allison is the only company that offers a coin counting/sorting machine, cash counting machine, printer and software solution capable of being integrated to form a single, comprehensive system that processes U.S. federal coin and currency.

This purchase is for twelve (12) bill (Jet Scan) and coin (Jet Sort) counters and printer integration kits. The new equipment will retire existing equipment that is at end of life, and will be integrated into the new toll collection system. The cost includes a one year extended warranty and service agreement.

This purchase is included in the OM&A Budget.

Reviewed by: 
David Wynne
Director of Toll Operations





6091 Johns Road Suite #1
 Tampa, FL 33634-4412
 Phone: 813-885-9755
 Toll Free: 800-888-9755
 Fax: 813-884-8358

PRICE QUOTATION

Date: 2/21/2017 Description : JeScan 4062, JetSort 3601 & printer integration system
 Valid for: 120 days
 Prepared for: Fried Nieves Central FL Expressway Authority (407) 690-5000 Fred.Nieves@CFXWay.com
 Prepared by: Kyle R. Barry Senior Account Manager (407) 506-5295 BarryK@cumminsallison.com

ITEM NO.	QTY.	DESCRIPTION	PRICE EACH	NET PRICE
406-9102-00	12	JetScan 4062	\$ 1,695.00 <i>reduced price</i>	\$ 20,340.00
633-9601-00	12	JetSort 3601	\$ 4,295.00	\$ 51,540.00
600-0466-42	72 (6 per unit)	bagchute short	\$ 80.00	\$ 960.00
600-0252-42	12	inspection tray	\$ 200.00	\$ 2,400.00
600-1415-07	12	#7 comm kit	\$ 1,050.00	\$ 12,600.00
122-0421-01	12	impact printer	\$ 375.00	\$ 4,500.00
750-0657-01	12	remote display cable	\$ 40.00	\$ 480.00
406-0173-01	12	cable adapter	\$ 27.00	\$ 324.00
600-1122-01	12	crossover cable	\$ 40.00	\$ 480.00
600-0770-41	12	jetsort stand kit	\$ 350.00	\$ 4,200.00
xxx-xxxx-xx	12	motor freight	\$ 545.00	\$ 6,540.00
EQUIPMENT TOTAL:				\$ 104,364.00
xxx-xxxx-xx	12	PMIA JetScan 4062	\$ 178.20 <i>10% disc 1yr</i>	\$ 2,138.40
xxx-xxxx-xx	12	PMIA JetSort 3601	\$ 433.80 <i>10% disc 1yr</i>	\$ 5,205.60
SERVICE TOTAL:				\$ 7,344.00
SUB TOTAL				\$ 111,708.00
TAX				EXEMPT
SHIPPING				ABOVE
TOTAL				\$ 111,708.00

**Please note that this document is an estimated price quotation only. Applicable sales tax and freight charge(s), FOB Mount Prospect, IL, will be added to the final invoice on domestic orders.*

**All machines are covered by a factory warranty of 1 year parts, 90 days labor coverage. Extended warranties and service agreements (PMIA) are available. Quotation prices include set-up and training.*

**Please email all responses to Kyle R. Barry via the information above. Thank you for choosing Cummins!*

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Aneth Williams
Director of Procurement

FROM: David Wynne *D.W.*
Director of Toll Operations

DATE: March 21, 2017

RE: Sole Source Approval for

VENDOR NAME: Cummins Allison Corp.

VENDOR ADDRESS: 6091 Johns Road #3
Tampa, Florida 33634

The following is the reason to use Sole Source as a basis for pricing with vendor:

Cummins-Allison Corporation is the only company that offers a coin counting/sorting machine, cash counting machine, printer and software solution capable of being integrated to form a single, comprehensive system that processes U.S. federal coin and currency.

Signature of Procurement Director: 

Date: 3/21/17


CONSENT AGENDA ITEM

#31

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 20, 2017


RE: Approval of Contract Renewal Agreement for
System Hardware Maintenance with TransCore, LP
Contract No. 000178


Board approval is requested for the fifth renewal of the referenced contract with TransCore in the amount of \$6,850,870.12 for a two year period beginning July 22, 2017 and ending July 21, 2019. The current contract expires on July 21, 2017.

System Hardware Maintenance	\$ 5,038,209.84
VES Camera & LPR Maintenance	\$ 947,460.28
Spare Parts	<u>\$ 865,200.00</u>
Renewal Amount	\$ 6,850,870.12

CFX is preparing for the final testing and installation of the Toll System Upgrade Project in the next few months. This renewal is needed to continue to maintain the existing legacy equipment until the new equipment has been installed across the CFX system.

This contract is included in the OM&A Budget.

Reviewed by: 
David Wynne
Director of Toll Operations



Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and TransCore, L.P., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004 whereby CFX retained the Contractor to perform system hardware maintenance; and

WHEREAS, CFX and Contractor wish to renew the Original Agreement for a fifth period of two (2) years;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a fifth renewal of said Original Agreement beginning the 22nd day of July, 2017, and ending the 21th day of July, 2019, at the cost of \$6,850,870.12, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Fourth Renewal Agreement ending July 21, 2017, the Contractor shall execute a 'Certificate of Completion of the Fourth Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Fourth Renewal Agreement ending July 21, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

TRANSCORE, L.P.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____



2416 Lake Orange Drive, Ste 100
Orlando, FL 32837
407-382-1301 tel 407-382-8914 fax

David Wynne
Director of Toll Operations
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

January 20, 2017

Dear Mr. Wynne:

TransCore is delighted that you requested a quote to continue the CFX legacy in-lane equipment maintenance and LPR T&M Maintenance. The quote provides pricing for a contract extension that will continue to provide the type of maintenance that you are accustomed to and expect. Contract term extension will be year one 07/22/2017 – 07/21/2018 and year two 07/22/18 – 07/21/19. The new pricing schedule reflects a year one 3% increase and a year two 3% increase over the current maintenance pricing schedule that ends on 7/21/17.

The terms and conditions documented in a maintenance agreement dated April 24, 2103, for contract #178, will carry over to the new maintenance agreement term. The Scope of Services for Toll in-lane Equipment Maintenance and LPR T&M support will continue unchanged with one exception to note. Maintenance for the JAI VIC and 200 cameras is best effort due to the obsolescence of the equipment. TransCore will make every effort to keep the JAI VIC and 200 camera equipment operational. In the event the equipment is not repairable TransCore will replace with newer JAI camera equipment pulled from current CFX spares stock. The CFX spares stock of EN300 cameras is sufficient to cover most short term needs.

TRANSCORE'S MAINTENANCE

- Continuously provide high-level service for the CFX toll and VES equipment.
- Provide uninterrupted service to your customers during the upcoming toll system replacement transition.

TRANSCORE'S MAINTENANCE SOLUTION

We have a maintenance project team that is fully versed in your needs and the needs of the VES and Toll collection system and your toll customers. We know you and your systems at a personal level. We have the corporate resources just a phone call away to support us in escalation situations. Management at all levels is committed to keeping CFXA successful. Our goal is and always has been to provide CFX with the highest level of support and service. We respond quickly and resolve equally fast. Going forward as the system replacement comes on line we have the unique ability to make the transition seamless.

TRANSCORE'S MAINTENANCE SOLUTION QUOTE

See Included Quote.

We intend to be a strong industry performer for years to come. We value CFX as a long time partner and as we continue to deliver your legacy system maintenance and promise to do "whatever it takes".

Sincerely,

Bob Davis
Project Manager

year 1

Below is the lane type rate schedule used with the renewal of the system hardware maintenance contract. Rates will be applied based on lane configuration and if the lane is considered under active maintenance. Lane quantities may increase or decrease based on the Authority's discretion.

Rate	Type	
\$779.70	ORT	Express Lane
\$779.70	AEX	Express Lane
\$719.07	A	Dedicated Avi
\$475.33	CA	Coin Lane
\$446.24	MA	Manual Lane
\$499.59	MCA	Man/Coin Lane

Below is the flat monthly fees associated with the system hardware maintenance contract renewal.
*Exception to these fees is "Toll Reimbursement" which will be reimbursed on actual charges.

\$4,206.52 Maintenance Facilities & Equipment
\$3,183.08 Maintenance Admin & support
\$5,000.00 Toll Reimbursement (estimate)
\$374.81 Training Center
\$6,498.15 Management Fee

Attached is a sample billing for the year to support the maximum contract dollars for the renewal.

Annual Expected Expense Sys Hdw	\$2,482,762.80
Annual Expected Expense Sys VES & LPR	\$387,207.36
Annual Estimated LPR Expense	\$35,000.00
Annual MOT Expense @ qty 26	\$32,530.42
Annual MOT Additional Expense @ qty 10	\$12,511.70
Spare Parts	<u>\$432,600.00</u>
Contract Year 1 Renewal Expense	\$3,382,612.28

year 2

Below is the lane type rate schedule used with the renewal of the system hardware maintenance contract. Rates will be applied based on lane configuration and if the lane is considered under active maintenance. Lane quantities may increase or decrease based on the Authority's discretion.

Rate	Type					
\$803.09	ORT	Express Lane				
\$803.09	AEX	Express Lane				
\$740.64	A	Dedicated Avi				
\$489.59	CA	Coin Lane				
\$459.63	MA	Manual Lane				
\$514.58	MCA	Man/Coin Lane				

Below is the flat monthly fees associated with the system hardware maintenance contract renewal. *Exception to these fees is "Toll Reimbursement" which will be reimbursed on actual charges.

\$4,332.72	Maintenance Facilities & Equipment					
\$3,278.57	Maintenaince Admin &support					
\$5,000.00	Toll Reimbursement (estimate)					
\$386.05	Training Center					
\$6,693.09	Management Fee					

Attached is a sample billing for the year to support the maximum contract dollars for the renewal.

Annual Expected Expense Sys Hdw	\$2,555,447.04				
Annual Expected Expense Sys VES	\$398,817.24				
Annual Estimated LPR Expense	\$35,000.00				
Annual MOT Expense @ qty 26	\$33,506.46				
Annual MOT Additional Expense @ qty 10	\$12,887.10				
Spare Parts	\$432,600.00				
Contract Year 1 Renewal Expense	\$3,468,257.84				

Attachment A				
TransCore				
Toll Maintenance Pricing Schedule				
Equipment Maintenance	7/22/17- 7/21/18	7/22/18- 7/21/19	Type	
ORT lane	\$779.70	\$803.09	each per month	
AEX lane	\$779.70	\$803.09	each per month	
Dedicated lane	\$719.07	\$740.64	each per month	
ACM-AVI lane	\$475.33	\$489.59	each per month	
MLT lane	\$446.24	\$459.63	each per month	
MCA lane	\$499.59	\$514.58	each per month	
Maint Fac & Equip	\$4,206.52	\$4,332.72	each per month	
Maint Admin & Support	\$3,183.08	\$3,278.57	each per month	
Management Fee	\$6,498.15	\$6,693.09	each per month	
Training Center	\$374.81	\$386.05	each per month	
Tolls (reimbursed estimate)	\$5,000.00	\$5,000.00	each per month	
OT & extra work hourly rates				
Project Manager	\$148.78	\$153.24	per hour	
Maintenance Technician	\$72.75	\$74.93	per hour	
Install Technician	\$72.75	\$74.93	per hour	
Install Manager	\$103.07	\$106.16	per hour	
Jr S/W prog/tester	\$84.88	\$87.43	per hour	
Sr S/W Programmer	\$139.44	\$143.62	per hour	
FL Reg Engineer	\$181.90	\$187.36	per hour	

Attachment B			
TransCore			
VES Maintenance Pricing Schedule			
Equipment Maintenance	7/22/17- 7/21/18	7/22/18- 7/21/19	Type
AEX/ORT MOT	\$1,251.17	\$1,288.71	2 directions
Dedicated lane	\$29.07	\$29.94	camera per month
ACM-AVI lane	\$29.07	\$29.94	camera per month
MLT lane	\$29.07	\$29.94	camera per month
MCA lane	\$29.07	\$29.94	camera per month
Lead Technician	\$12,985.68	\$13,375.25	per month
VES Technician month	\$11,985.03	\$12,344.58	per month
OT & extra work hourly rates			
Project Manager	\$131.14	\$135.07	per hour
Lead VES Tech	\$84.66	\$87.20	per hour
VES Technician month	\$78.16	\$80.50	per hour
Sr. Service Technician	\$84.66	\$87.20	per hour
Service Technician	\$78.16	\$80.50	per hour
Installation Technician	\$78.16	\$80.50	per hour
Systems Analyst	\$163.93	\$168.85	per hour

Attachment C			
TransCore			
LPR T&M Pricing Schedule			
T&M Standard Hourly Rate	7/22/17- 7/21/18	7/22/18- 7/21/19	Type
Systems Analyst	\$152.99	\$157.58	per hour
Sr. Service Technician	\$79.01	\$81.38	per hour
Service Technician	\$72.92	\$75.11	per hour
T&M-OT-Emergency Hourly Rate			
Systems Analyst	\$229.48	\$236.36	per hour
Sr. Service Technician	\$118.52	\$122.08	per hour
Service Technician	\$109.39	\$112.67	per hour
Budget expense	\$35,000.00		


CONSENT AGENDA ITEM

#32

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 28, 2017

SUBJECT: Approval of Contract Renewal Agreement for
System Software Maintenance with TransCore, LP
Contract No. 000179

Board approval is requested to renew the referenced contract with TransCore in the amount of \$1,956,279.07 for a two (2) year period beginning August 1, 2017 and ending July 31, 2019. The current contract expires on July 31, 2017.

CFX is preparing for the final testing and installation of the Toll System Upgrade Project in the next few months. This renewal is needed to continue to maintain the existing legacy software until all legacy software functionality has been moved over to a new environment.

This contract is included in the OM&A Budget.

Reviewed by: 
Joann Chizlett
Director of Special Projects 



May 1, 2017

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

**Subject: Proposal for Continuation of Services for Central Florida Expressway Authority (CFXA)
Toll System Software Maintenance Contract SSM-01.**

Time period August 1, 2017 – July 31, 2019.

Dear Mr. Millan:

TransCore submits this proposal for the continuation of the software maintenance contract, SSM-01. The accompanying proposal provides pricing for a contract that will continue software support of your existing toll system now and in the future and especially while CFXA converts to the new Infinity toll system. The terms and conditions for this contract are based on the existing software support contract.

Scope of Services

The proposed software maintenance contract provides guaranteed positions based on percentage of a FTE (Full-Time Equivalent), as well as hourly positions and support for additional hours, if required by the Authority and available from TransCore. The guaranteed positions are based on a minimum 40-hour workweek, and provide 24/7 coverage including support for holidays and weekends. The non-guaranteed support positions will be provided if available and will be paid on an hourly basis when requested by the Authority. The hours charged against this position will be pre-approved by the Authority's IT Management, except in the case of emergency system support. Emergency system support includes system crashes or failures that could cause the Authority loss in revenue that is not resolvable by the Plaza/Host Hardware Support position. The following items detail the coverage for the software maintenance contract:

- Plaza/Host Hardware Technician – Provides the first line of support for host and plaza hardware failures and lane software troubleshooting and correcting. This position provides daily checks of backups and system hardware. The following support items are covered under this position:
 - Daily monitoring of supported host and plaza machine backups and hardware failures.
 - Daily verification that supported systems has ample disk space.
 - Replace failed disk drives on supported Host and Plaza computers.
 - Insure Oracle, VMS and ARCS application executables are running on supported plaza and host systems.

- Interact with the lane hardware support staff to provide software support and to troubleshoot lane problems that may be attributable to lane software.
- Escalate system hardware and software issues not resolvable to On-Call specialist, Database analyst or Sr. Software Developer position.
- The current master SSM-01 contract included 12 Plaza computers. The renewal proposal includes support for 15 Plaza Itaniums, Host Itanium, Backup Host Itanium and Development Itaniums and associated peripherals.
- All existing TransCore provided CFX lane controller software maintenance issues are covered in this contract. These problems include, but are not limited to, the following list:
 - Daily monitoring and correcting of critical lane files (transponder, fare, and employee).
 - Checking Day light savings conversions.
 - Verifying and correcting time synchronization issues.
 - Updating lane configuration to continue revenue collection in case of hardware issues (failed light curtains, loops, etc.)
 - Installing Operating Systems and ARCS lane software builds in case of lane hard drive issues, or software issues not resolvable through other means.
 - Resynchronizing lanes with plaza in case of system failures.
- **Project Manager** – Provides overall project management of staff, keeps up to date on maintenance related activities, as well as provides supporting documentation for invoices. The project manager position will also attend project status meetings as requested by the Authority.
- **Database Analyst** – Will perform database administration duties including monitoring and updating host database objects, performing database migrations and upgrades, daily System monitoring and support of host/plaza System operations, monitoring and tuning database performance, coordination database activities with Authority staff, performing database development activities such as creating and updating stored procedures, triggers, etc.
- **On-Call Systems Specialist** – Will provide high-level systems support and will be a resource for help with the more complex systems problems involving hardware, the operating system, communication protocols ore performance issues. The On-Call Systems Specialist will also be involved in System planning, upgrades, performance assessments, equipment selection and in emergency support situation that require system restore and recovery. This position is provided as available and will be paid on an hourly basis. The hours charged against this position will be pre-approved by the Authority’s IT Management, except in the case of emergency systems support.
- **Lane Controller Specialist** – This position will provide support, including debugging and testing, for lane controller software. Will troubleshoot lane controller problems that cannot be resolved by the Hardware Specialists. Will design and develop enhancements to lane controller software and hardware. This position is provided as available and will be paid on an hourly basis. The hours charged against this position will be pre-approved by the Authority’s IT Management, except in the case of emergency system support.

- **Sr. Software Developer** - Will provide support for existing application software and will perform design, development, documentation, testing, integration and upgrades. This position is provided as available and will be paid on an hourly basis. The hours charged against this position will be pre-approved by the Authority's IT Management, except in the case of emergency support.

Pricing Schedule and Current Contract Resources

The pricing is based on a 3.0% first year increase over current pricing followed by 3.0% for the second year.

In closing, TransCore looks forward to continuing our partnership with CFX on your important S/W system maintenance program. Should you have any questions, please feel free to contact me at 407-382-1301.

Sincerely,

Bob Davis
Project Manager
TransCore

08/2017 - 07/2019 Sys Support Base Labor Pricing			
Labor Rates:			
<u>Position</u>		<u>Year 1</u>	<u>Year 2</u>
Database Analyst		\$133.88	\$137.90
Hardware Specialist		\$87.02	\$89.64
Project Manager		\$160.65	\$165.47
On-call Systems Specialist		\$200.82	\$206.84
Lane Controller Specialist		\$133.88	\$137.90
Sr. Software Developer		\$133.88	\$137.90


CONSENT AGENDA ITEM

#33

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: May 4, 2017

RE: Approval of Express Services, Inc. d/b/a Express Employment Professionals (Sellari's Industries, Inc.) as Subconsultant for the Toll Facilities Operations and Management Services Contract with AECOM Energy & Construction, Inc. Contract No. 001286

AECOM Energy & Construction, Inc., CFX's Toll Facilities Operations and Management Services Consultant, has requested approval to use Express Services, Inc. to provide support staffing services.

The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by AECOM Energy & Construction, Inc., when its contract with CFX was originally awarded on November 12, 2015.

Board approval of Express Services, Inc. as a subcontractor to AECOM Energy & Construction, Inc. is requested.

Reviewed by:



Corey Quinn
Chief of Technology/Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: AECOM Energy & Construction, Inc.

Date: May 3, 2017

CFX Contract Name: Toll Facilities Operations and Management Services CFX Contract No.: 001286

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Express Services, Inc., d/b/a Express Employment Professionals (Sellari's Industries Inc.)

Address: 9701 Boardwalk Blvd., Oklahoma City, OK 73162 (local business address: 2411 Sand Lake Road, Orlando, FL 32809)

Phone No.: (407) 240-7620

Federal Employee ID No.: 84-0909680

Description of Services to Be Sublet: Staffing Services Support

Estimated Beginning Date of Sublet Services: March 10, 2017

Estimated Completion Date of Sublet Services: December 25, 2020

Estimated Value of Sublet Services*: \$ \$12.6 mil.

*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: 
(Signature of Consultant Representative)

Assistant Project Director
Title

=====

Recommended by: _____
(Signature of Appropriate CFX Director/Manager)

Date: _____

Approved by: _____
(Signature of Appropriate Chief)

Date: _____

Attach Subconsultant's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#34

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: May 4, 2017

RE: Approval of AceApplications, LLC as Subconsultant for the
E-PASS and VES Enforcement Operations Contract with Egis Projects, Inc.
Contract No. 001105

Egis Projects, Inc., CFX's E-PASS and VES Enforcement Operations Consultant, has requested approval to use AceApplications, LLC to provide personnel staffing services.

The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Egis Projects, Inc., when its contract with CFX was originally awarded on June 11, 2015.

Board approval of AceApplications, LLC as a subcontractor to Egis Projects, Inc. is requested.

Reviewed by: 
Corey Quinn
Chief of Technology/Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Egis Projects, Inc. Date: May 5, 2017

CFX Contract Name: E-PASS and VES Operations CFX Contract No.: 001105

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Ace Applications, LLC

Address: 3259 Progress Dr. #152, Orlando, FL 32826

Phone No.: (877) 499-2231, ext. 101

Federal Employee ID No.: 59-3704632

Description of Services to Be Sublet: Ace Applications, LLC will provide personnel staffing services in support of E-Pass and VES Operations

Estimated Beginning Date of Sublet Services: May 1, 2017

Estimated Completion Date of Sublet Services: July 31, 2020

Estimated Value of Sublet Services*: \$ 5,619,011.95

*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: [Signature]
(Signature of Consultant Representative)

PRESIDENT/CEO
Title

Recommended by: _____
(Signature of Appropriate CFX Director/Manager)

Date: _____

Approved by: [Signature]
(Signature of Appropriate Chief)

Date: 5/4/17

Attach Subconsultant's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#35

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

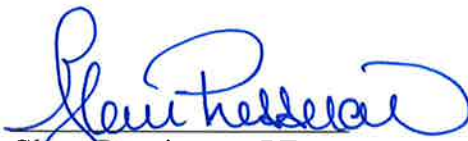
DATE: April 19, 2017

SUBJECT: Notification of MSE Group LLC., as a subconsultant for the Concept, Feasibility & Mobility Study for the Northeast Connector Expressway contract with Inwood Consulting Engineers, Inc.
Project No. 599-222; Contract No. 001249

The Board approved on March 9, 2017, the contract award to Inwood Consulting Engineers, Inc. in a not-to-exceed amount of \$1,438,000.00 for the Concept, Feasibility & Mobility Study for the Northeast Connector Expressway. Inwood Consulting Engineers, Inc., originally listed 3E Consultants Inc. as one of their subconsultants for the project. However, 3E Consultants Inc. was recently acquired by MSE Group, LLC.

This is notification to the Board that MSE Group, LLC will replace 3E Consultants Inc., as a subconsultant to Inwood Consulting Engineers, Inc.

Reviewed by:


Glenn Rressimone, PE
Director of Engineering

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.


Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: April 19, 2017 

RE: March 2017 Financial Reports

Attached please find the March 2017 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING MARCH 31, 2017 AND YEAR-TO-DATE**

	<u>FY 17 MONTH ACTUAL</u>	<u>FY 17 MONTH BUDGET</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 YEAR-TO-DATE BUDGET</u>	<u>FY 17 YEAR-TO-DATE VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>	<u>FY 16 - 17 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS	\$ 37,545,728	\$ 35,181,846	\$ 296,635,247	\$ 281,775,948	\$ 14,859,299	5.3%	7.3%
TOLLS COLLECTED VIA UTN'S AND PBP'S	2,207,714	1,235,769	15,136,128	8,857,336	6,278,792	70.9%	42.8%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	809,440	562,516	5,409,814	4,335,511	1,074,302	24.8%	-2.3%
TRANSPONDER SALES	24,935	40,731	170,165	366,575	(196,410)	-53.6%	69.0%
OTHER OPERATING	172,138	128,378	1,063,799	1,031,170	32,629	3.2%	4.6%
INTEREST	391,870	166,263	3,630,540	1,987,697	1,642,843	82.7%	54.9%
MISCELLANEOUS	88,066	82,624	786,630	756,185	30,446	4.0%	-3.6%
TOTAL REVENUES	41,239,890	37,398,126	322,832,323	299,110,423	23,721,900	7.9%	8.7%
O M & A EXPENSES							
OPERATIONS	5,279,436	5,315,530	33,222,779	34,542,841	1,320,062	3.8%	18.5%
MAINTENANCE	1,187,064	1,302,166	8,872,983	11,014,588	2,141,605	19.4%	9.0%
ADMINISTRATION	605,326	638,712	4,720,300	5,661,633	941,333	16.6%	-6.0%
OTHER OPERATING	354,418	190,643	1,919,432	2,001,750	82,318	4.1%	28.2%
TOTAL O M & A EXPENSES	7,426,243	7,447,051	48,735,493	53,220,812	4,485,318	8.4%	14.2%
NET REVENUES BEFORE DEBT SERVICE	33,813,647	29,951,075	274,096,829	245,889,611	28,207,219	11.5%	7.8%
COMBINED NET DEBT SERVICE	14,155,838	14,400,051	128,421,893	129,565,011	1,143,117	0.9%	20.1%
NET REVENUES AFTER DEBT SERVICE	\$ 19,657,809	\$ 15,551,025	\$ 145,674,936	\$ 116,324,600	\$ 29,350,336	25.2%	-1.1%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2017
FOR THE MONTH ENDING MARCH 31, 2017 AND YEAR-TO-DATE**

	<u>FY 2017 ACTUAL</u>	<u>FY 2017 BUDGET</u>	<u>VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 33,222,779	\$ 34,542,841	\$ 1,320,062	3.8%
Maintenance	8,872,983	11,014,588	2,141,605	19.4%
Administration	4,720,300	5,661,633	941,333	16.6%
Other Operating	<u>1,919,432</u>	<u>2,001,750</u>	<u>82,318</u>	<u>4.1%</u>
Total O M & A	\$ 48,735,493	\$ 53,220,812	\$ 4,485,318	8.4%
 Capital Expenditures				
Operations	\$ 19,377	\$ 217,391	198,014	91.1%
Maintenance	94,792	102,494	7,702	7.5%
Administration	<u>44,148</u>	<u>58,125</u>	<u>13,977</u>	<u>24.0%</u>
Total Capital Expenditures	\$ 158,317	\$ 378,010	\$ 219,694	58.1%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Nine Months Ending March 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	358,173	388,307	30,135	7.76%
Image Review	2,897,867	2,898,231	364	0.01%
Special Projects	115,564	140,614	25,049	17.81%
Information Technology	2,581,206	2,742,665	161,459	5.89%
E-PASS Service Center	11,870,139	12,592,465	722,326	5.74%
Public Outreach/Education	1,530,678	1,578,519	47,842	3.03%
Subtotal CFX	19,353,626	20,340,802	987,175	4.85%
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	1,068,807	1,148,775	79,969	6.96%
Airport Plaza	0	0	0	0.00%
Dallas Plaza	926,274	936,722	10,449	1.12%
East-West Expressway (SR 408)				
Dean Plaza	954,440	1,014,493	60,053	5.92%
Conway Main Plaza	1,733,286	1,679,269	(54,016)	-3.22%
Pine Hills Plaza	1,129,535	1,192,533	62,998	5.28%
Hiawassee Plaza	983,443	1,032,268	48,824	4.73%
Western Expressway (SR 429)				
Independence Plaza	958,779	1,022,503	63,724	6.23%
Forest Lake Plaza	998,584	1,076,775	78,192	7.26%
Ponkan Plaza	0	18,000	18,000	100.00%
Greenway Expressway (SR 417)				
University Plaza	1,042,493	1,034,513	(7,980)	-0.77%
Curry Ford Plaza	852,806	998,298	145,492	14.57%
Boggy Creek Plaza	1,185,538	1,079,002	(106,536)	-9.87%
John Young Plaza	1,080,380	1,150,313	69,933	6.08%
John Land Apopka (SR 414)				
Coral Hills Plaza	974,166	1,035,965	61,800	5.97%
Subtotal Toll Facilities	13,888,529	14,419,430	530,901	3.68%
Total Operations Expenses	33,242,156	34,760,232	1,518,076	4.37%



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Nine Months Ending March 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	1,224,727	1,325,811	101,085	7.62%
Expressway Operations	2,309,239	3,075,855	766,616	24.92%
Routine Maintenance	5,433,809	6,715,416	1,281,607	19.08%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	<u>8,967,775</u>	<u>11,117,082</u>	<u>2,149,307</u>	<u>19.33%</u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Nine Months Ending March 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	478,147	501,223	23,076	4.60%
Administrative Services	1,444,429	1,585,520	141,091	8.90%
Communications	390,134	477,665	87,531	18.32%
Human Resources	101,495	169,253	67,758	40.03%
Supplier Diversity	153,509	256,218	102,709	40.09%
Accounting	972,766	1,113,720	140,954	12.66%
Records Management	211,230	213,066	1,836	0.86%
Construction Administration	40,206	70,166	29,960	42.70%
Procurement	313,525	347,477	33,953	9.77%
Legal	384,755	542,309	157,555	29.05%
Internal Audit	216,400	382,000	165,600	43.35%
525 Magnolia	18,670	20,185	1,515	7.50%
Plans Production	39,183	40,955	1,772	4.33%
Grand Total Expenses	<u><u>4,764,448</u></u>	<u><u>5,719,758</u></u>	<u><u>955,310</u></u>	<u><u>16.70%</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 MARCH 31, 2017 AND YEAR-TO-DATE**

	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 296,635,247	\$ 281,775,948	\$ 14,859,299	\$ 276,510,904	\$ 248,374,298	\$ 28,136,606	\$ (13,277,307)
TOLLS COLLECTED VIA UTN'S AND PBP'S	15,136,128	8,857,336	6,278,792	10,599,172	6,319,752	4,279,420	1,999,372
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	5,409,814	4,335,511	1,074,302	5,535,422	3,661,848	1,873,574	(799,272)
TRANSPONDER SALES	170,165	366,575	(196,410)	100,709	49,045	51,664	(248,074)
OTHER OPERATING	1,063,799	1,031,170	32,629	1,016,684	1,543,061	(526,377)	559,006
INTEREST	3,630,540	1,987,697	1,642,843	2,343,726	1,434,071	909,655	733,188
MISCELLANEOUS	786,630	756,185	30,446	815,863	731,580	84,283	(53,837)
TOTAL REVENUES	322,832,323	299,110,423	23,721,900	296,922,480	262,113,655	34,808,825	(11,086,925)
O M & A EXPENSES							
OPERATIONS	33,222,779	34,542,841	1,320,062	28,033,310	30,784,493	2,751,183	(1,431,121)
MAINTENANCE	8,872,983	11,014,588	2,141,605	8,137,499	10,517,088	2,379,589	(237,984)
ADMINISTRATION	4,720,300	5,661,633	941,333	5,024,223	5,144,877	120,654	820,679
OTHER OPERATING	1,919,432	2,001,750	82,318	1,497,194	1,783,821	286,627	(204,309)
TOTAL O M & A EXPENSES	48,735,493	53,220,812	4,485,318	42,692,226	48,230,279	5,538,053	(1,052,735)
NET REVENUES BEFORE DEBT SERVICE	274,096,829	245,889,611	28,207,219	254,230,254	213,883,376	40,346,878	(12,139,659)
COMBINED NET DEBT SERVICE	128,421,893	129,565,011	1,143,117	106,897,413	107,115,991	(218,578)	1,361,695
NET REVENUES AFTER DEBT SERVICE	<u>\$ 145,674,936</u>	<u>\$ 116,324,600</u>	<u>\$ 29,350,336</u>	<u>\$ 147,332,841</u>	<u>\$ 106,767,385</u>	<u>\$ 40,565,456</u>	<u>\$ (11,215,120)</u>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING MARCH 31, 2017 AND YEAR-TO-DATE**

	FY 17 MONTH ACTUAL	FY 16 MONTH ACTUAL	FY 16 - 17 SAME MONTH COMPARISON	FY 17 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE ACTUAL	FY 16 - 17 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 37,545,728	\$ 34,872,969	\$ 2,672,759	\$ 296,635,247	\$ 276,510,904	\$ 20,124,343
TOLLS COLLECTED VIA UTN'S AND PBP'S	2,207,714	1,478,788	728,926	15,136,128	10,599,172	4,536,956
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	809,440	869,570	(60,130)	5,409,814	5,535,422	(125,609)
TRANSPONDER SALES	24,935	18,558	6,377	170,165	100,709	69,456
OTHER OPERATING	172,138	104,493	67,645	1,063,799	1,016,684	47,115
INTEREST	391,870	400,261	(8,391)	3,630,540	2,343,726	1,286,814
MISCELLANEOUS	88,066	81,338	6,728	786,630	815,863	(29,233)
TOTAL REVENUES	41,239,890	37,825,977	3,413,913	322,832,323	296,922,480	25,909,843
O M & A EXPENSES						
OPERATIONS	5,279,436	3,575,160	1,704,276	33,222,779	28,033,310	5,189,469
MAINTENANCE	1,187,064	910,195	276,869	8,872,983	8,137,499	735,484
ADMINISTRATION	605,326	613,379	(8,053)	4,720,300	5,024,223	(303,923)
OTHER OPERATING	354,418	217,976	136,442	1,919,432	1,497,194	422,238
TOTAL O M & A EXPENSES	7,426,243	5,316,710	2,109,533	48,735,493	42,692,226	6,043,267
NET REVENUES BEFORE DEBT SERVICE	33,813,647	32,509,267	1,304,380	274,096,829	254,230,254	19,866,575
COMBINED NET DEBT SERVICE	14,155,838	11,936,826	2,219,012	128,421,893	106,897,413	21,524,480
NET REVENUES AFTER DEBT SERVICE	<u>\$ 19,657,809</u>	<u>\$ 20,572,441</u>	<u>\$ (914,632)</u>	<u>\$ 145,674,936</u>	<u>\$ 147,332,841</u>	<u>\$ (1,657,905)</u>

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E.3.

Executive Director's Report

**Executive Director Report
May, 2017**

DASHBOARD

The March Performance Dashboard is attached for your review. The contractor for the SR 408/SR 417 Interchange project is approximately 82 days behind schedule. The completion date is estimated to be in September, 2017 (instead of July, 2017). A Dispute Review Board (DRB) hearing was held on April 14, 2017 for the 18" Test Pile Claim. The DRB recommendation was consistent with CFX's position from the original claim evaluation and no additional time or compensation was recommended. In accordance with the contract, CFX has declared the Contractor to be delinquent with regard to maintaining satisfactory progress. This status of delinquency has caused CFX to withhold an additional \$3,140,356.59 in retainage from the Contractor's earned revenue.

CFX BOARD AND JURISDICTION EXPANSION TO BREVARD COUNTY

The legislation to add a Brevard County representative to the CFX Board and expand CFX boundaries to include Brevard County is awaiting Governor Scott's signature.

SR 408 PEAK PERIOD TRAFFIC PILOT

CFX Traffic and Revenue Engineer, CDM Smith, is assessing the ability of CFX to incentivize peak period traffic on SR 408 to off peak hours during the construction of the SR 408/I-4 interchange. The assessment and a proposal to begin a related pilot project will be presented to the Board on July 13, 2017.

TOLL RECIPROCITY AGREEMENT UPDATE

A meeting was held at Turnpike Headquarters on May 2, 2017 to discuss the terms of the toll reciprocity agreement. Representatives from Tampa Hillsborough Expressway Authority, Miami Dade Expressway Authority and Osceola County Expressway Authority were in attendance and discussions were productive. CFO Lisa Lumbard is analyzing the cost to collect formula and assessing the long term impact to CFX. Joe Passiatore and Bond Counsel are researching indemnity protections for CFX. It was agreed that a follow up meeting would be scheduled in the next few weeks. The negotiated agreement will be brought to the Board for final approval.

UPDATE ON THE TRANSFER OF FDOT LOCAL TOLL ROADS TO CFX

A copy of FDOT's valuation of their local toll roads, including their detailed methodology and assumptions has been requested to evaluate and compare calculations. FDOT transferred roadways to the Miami Dade Expressway Authority in 1996. Research revealed that the FDOT roads were transferred for the cost of defeasing the bond debt related to the associated roadways.

US 27/SR 429 CONNECTOR

A follow up meeting with Commissioner Sean Parks, Orange County Commissioner Betsy VanderLey, CDM Smith and CFX staff took place on May 3, 2017 to review potential options for connecting US 27 and SR 429 and the related traffic forecasts. The review will be presented to the CFX Board on July 13, 2017.

SR 408 SAFETY IMPROVEMENTS

CFX staff are evaluating ways to improve traffic flow off and on SR 408 around Camping World Stadium and potential parking solutions. The results of the evaluation will be presented to the Board when completed.

COMMUNITY EVENTS/MEETINGS

- April 12 – I-4 Ultimate Communications Team Meeting
- April 13 – Bicycle & Pedestrian Advisory Committee Lake-Sumter MPO
- April 13 – Corporate 5K (E-PASS)
- April 18 – Lake County Commission Meeting
- April 20 – Southernaire Mobile Home Park (3B) (Wekiva Parkway)
- April 26 – Lake-Sumter MPO Board (Wekiva Parkway)
- April 26 – I-4 Ultimate Communications Team Meeting
- April 27 – Osceola Comm. Choudhry “Connect Osceola with Commissioner Peggy”
- May 1 – E-PASS Promo at Orange County Winter Garden DMV
- May 4 – TEAMFL Tour (Wekiva Parkway)
- May 5 – TEAMFL Meeting
- May 9 – OCX Board Meeting
- May 10 – Hamilton ES Engineering Classes, Fifth Grade (Wekiva Parkway)

The Monthly Legislative Update from Southern Strategies and Alcalde and Fay are attached for your information.

CUSTOMER SERVICE

	Activity		Wait Time		
	Actual	6 mo. Avg	Actual	Target	
Service Center: East	12,122	10,014	3:04	<5m	
Service Center: West	4,219	3,314	2:08	<5m	

SERVICE CENTER: MINUTE INTERVALS <5 5-6 6-7 7-8 8-9 9+

Call Center	81,163	67,240	0:44	<1m	
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CALL CENTER: % MINUTE INTERVALS <1 1-2 2-3 3-4 4-5 5+



AVERAGE SPEED: PEAK DIRECTION

SR	Direction	mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	53	51
SR 417	Int'l Dr. to Seminole Co. Line	55-70	65	59
SR 528	Sand Lake Rd. to SR 520	70	63	64
SR 429	Seidel Rd. to SR 414	70	67	66
SR 451	SR 429 to US 441	65	61	65
SR 414	US 441 to US 441	65	63	64

LEGEND: <10 11-20 >= 21

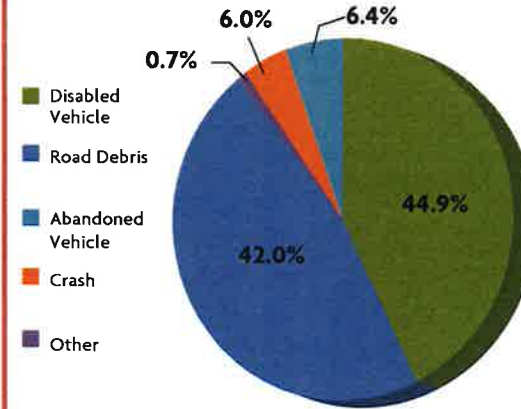
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.3	\$25.6	70%	82%	
SR 429 Systems Interchange	\$81.3	\$47.1	58%	61%	
SR 429, US 441 to North of Ponkan Rd.	\$56.4	\$46.1	82%	85%	
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.5	\$44.1	91%	95%	
SR 453, Lake County Line to SR 46	\$49.2	\$22.6	46%	55%	
SR 528/Innovation Way Interchange	\$61.4	\$36.0	58%	42%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$13.1	34%	42%	

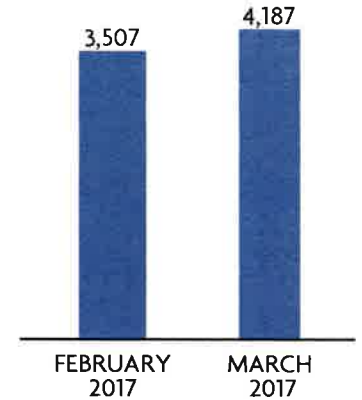
LEGEND: Spent vs. Time <10 11-20 >= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2014 FATALITIES

1.07	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled 2010-2014 - 5 Year Average

WRONG WAY DRIVING (WWD)

	Vehicles Detected	Documented Turn Arounds
34 Locations	20	19

FINANCIALS

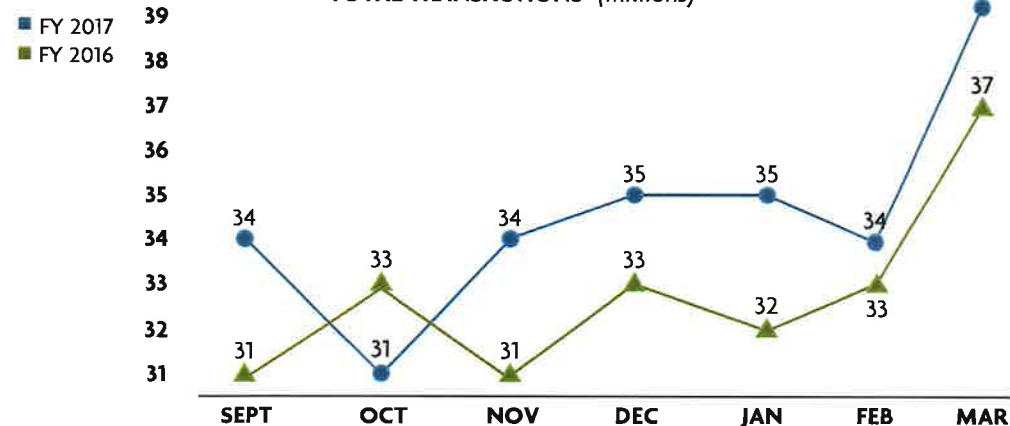
FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$322.8	\$299.1	8%
OM&A Expenses	\$48.7	\$53.2	8%
Net Revenue	\$145.7	\$116.3	25%

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.08	1.98
Subordinate Lien	1.78	1.70

TOTAL TRANSACTIONS* (millions)



*All plazas had tolls suspended in FY17 due to Hurricane Matthew from 10/5/16 until early on 10/10/16

Southern Strategies

State Legislative Overview

The Florida Legislature formally concluded the 2017 regular legislative session on Monday, May 9 at approximately 9pm. Due to the delay in budget conference negotiations, the Legislature had to extend the session by three days for the purpose of debating and passing the 2017-18 state spending plan.

The substantive policy work of the Legislature related to transportation officially wrapped up on Friday. Here is a quick summary of the primary issues:

- Arnold Palmer Expressway. SB 368 formally designates that portion of S.R. 408 between Kirkman Road and Clarke Road in Orange County as the “Arnold Palmer Expressway.”
- Addition of Brevard County to the CFX Board. HB 299 created a 10th seat on the Central Florida Expressway Authority by adding a member of the Brevard County Commission to the CFX board.
- Miami-Dade Expressway Authority. HB 1049 makes some significant policy changes to the MDX and FDOT/FTE toll policy:
 - Allows FDOT and FTE to require electronic transponders used on high-occupancy and express lanes to be interoperable.
 - Requires FDOT and FTE to charge a customer the minimum toll amount if speeds fall below 40mph.
 - Creates new standards for when the FDOT and FTE can implement a variable pricing program.
 - Requires an independent third-party evaluation and 2/3 vote of the MDX Board to approve any toll increase.
 - Limits MDX administrative costs to no more than 10% above the average administrative costs for all expressway authorities as determined by the Florida Transportation Commission.
 - After July 2017, requires MDX to have at least 5 miles between any new main through-tolling points.
 - Provides for MDX to provide a rebate to SunPass customers between 5-10%.
 - Requires MDX to dedicate between 20-50% of surplus revenues specifically for transportation-related projects identified by the MPO.
 - Requires MDX to conduct a third-party independent financial audit.
 - Requires MDX to post itemized financial data on their website in a searchable format.
- FDOT Package: HB 865 adopted a series of proposals related to the FDOT legislative request. Among the key provisions:

- The creation of the Florida Smart City Challenge Grant program to support and incentive emerging transportation technologies.
 - A weight variance for commercial vehicles that have installed a heavier natural gas engine and fuel tanks.
 - Changes bridge inspection requirement from every two years to comply with the requirements of Federal Highway Administration.
 - Requires FDOT to conduct a financial feasibility study for the acquisition of the Garcon Point Bridge.
 - Eliminates the Florida Highway Beautification Council and creates a grant program for beautification within the FDOT.
 - Provides FDOT oversight for Tri-Rail expenditures.
 - Authorizes the FDOT Secretary to participate in federal pilot programs relating to safety, congestion, mitigation and efficiency.
- Public Records: SB 80 provided new safeguards for public agencies to timely respond to request for public records without the immediate threat of lawsuit and damages. The bill also clarifies that it does not create a private right of action, and a court may only require an agency to pay attorney fees and costs directly related to the public records enforcement action.
 - Transportation Network Companies (Uber and Lyft): After a multi-year battle, SB 221 will establish minimum insurance requirements for TNCs, require thorough background screening standards for TNC drivers, and include consumer protection provisions. In addition, the bill provides regulatory certainty for TNC services in Florida by replacing a patchwork of conflicting local regulations with a unified statewide framework through the Department of Highway Safety and Motor Vehicles.
 - South Florida Regional Transportation Authority: HB 695 primarily addressed the liability needs of All-Aboard Florida utilizing the Florida East Coast Railway lines. The bill also placed additional FDOT oversight on SFRTA expenditures.

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

May 3, 2017

MEMORANDUM

TO: Michelle Maikisch, Chief of Staff, Public Affairs

FROM: Skip Bafalis
Jim Davenport

Subject: Federal Legislative Update

This week Congressional appropriators released details of a \$1.16 trillion bipartisan spending package (Consolidated Appropriations Act, 2017), which incorporates the 11 remaining annual appropriations bills into one "Omnibus" spending bill funding the government through the remainder of Fiscal Year (FY) 2017 which ends on September 30, 2017. The 1,665 page spending bill includes funding levels which reflect the increased discretionary funding caps for FY 2017 as established by the Bipartisan Budget Act of 2015 (BBA).

Although some members of Congress, from both parties, have expressed displeasure with the Omnibus bill and may ultimately vote against it, the spending package is expected to be cleared by the House and Senate with strong bipartisan support by the end of the week. The President has indicated he will sign the bill into law once it is approved by Congress, and a final FY 2017 continuing resolution (CR) passed last week has extended the current deadline for signing an agreement until May 5, 2017, providing limited time for the Omnibus to receive floor consideration and votes in both Chambers.

As it pertains to transportation funding, the bill includes \$19.3 billion in discretionary appropriations for the Department of Transportation, \$681 million more than the FY 2016 enacted level. Programs are funded as follows:

▪ **TIGER Discretionary Program**

\$500 million for TIGER grants, which is equal to the FY 2016 enacted level.

▪ **Federal Transit Administration (FTA)**

\$12.4 billion, more than \$657 million above the FY 2016 enacted level, is included for FTA programs. Consistent with the FAST Act authorization level, the bill allows \$9.73 billion in state and local formula transit grant funding from the Mass Transit Account of the Highway Trust Fund. Also included in the overall FTA funding, \$2.412 billion is provided for Capital Investment Grants ("New Starts"), which includes \$1.5 billion for current Full Funding Grant Agreement (FFGA) projects and \$408 million for proposed Small Start projects.

▪ **Federal Highway Administration (FHWA)**

\$43.266 billion in “obligation limitation” funding for the Federal-Aid Highways program, which reflects the increased funding level authorized by the Fixing America’s Surface Transportation Act (FAST Act).

▪ **Federal Aviation Administration (FAA)**

\$16.407 billion in total budget resources for the FAA, which is \$126.6 million more than the FY 2016 enacted level, to support the full operations of the air traffic control system, including the hiring and training of air traffic controllers and safety inspectors.

▪ **Federal Railroad Administration (FRA)**

\$1.85 billion for FRA programs, an increase of \$173 million above the FY 2016 enacted level for railroad assistance and rail safety programs. This amount includes approximately \$1.495 billion in funding for AMTRAK, \$105 million more than in FY 2016.

▪ **Maritime Administration (MARAD)**

\$5 million is included for the Marine Highway Program and \$10 million for the Small Assistance to Shipyards programs.

Please contact us with any questions.

F. 1.

APPOINTMENT OF CITIZEN MEMBER TO AUDIT COMMITTEE

Megan Zee

Sr. Director, Finance, Golf Channel

Audit Committee Appointment Request by Jay Madara



Megan Zee is Sr. Director, Finance for Golf Channel, an NBC Sports Group network, and its related portfolio of businesses. Megan is responsible for the overall monthly and quarterly accounting function, including leading the monthly and quarterly close and corporate reporting process, the annual third party audit of Golf Channel, integration of acquired businesses (domestically and internationally), and the internal controls, compliance and accounting policy processes. She is also responsible for the financial management of a number of departments within Golf Channel, including long-range planning, annual budgeting and forecasting.

A certified public accountant by trade, Megan began her professional career with PricewaterhouseCoopers in the audit practice within the Orlando market where she gained experience auditing many businesses within Orlando, nationally and internationally. Megan is a member of the American Institute of Certified Public Accountants, as well as sits on the Young Professionals Advisory Council for the Central Florida Partnership.

Megan earned two bachelor's degrees (Finance and Accounting) from the University of Central Florida. She is an avid runner participating in the Track Shack Runners series, completing eight half marathons and competing in a Sprint Triathlon in the past 4 years.

F. 2.

LEGISLATIVE UPDATE

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 3.

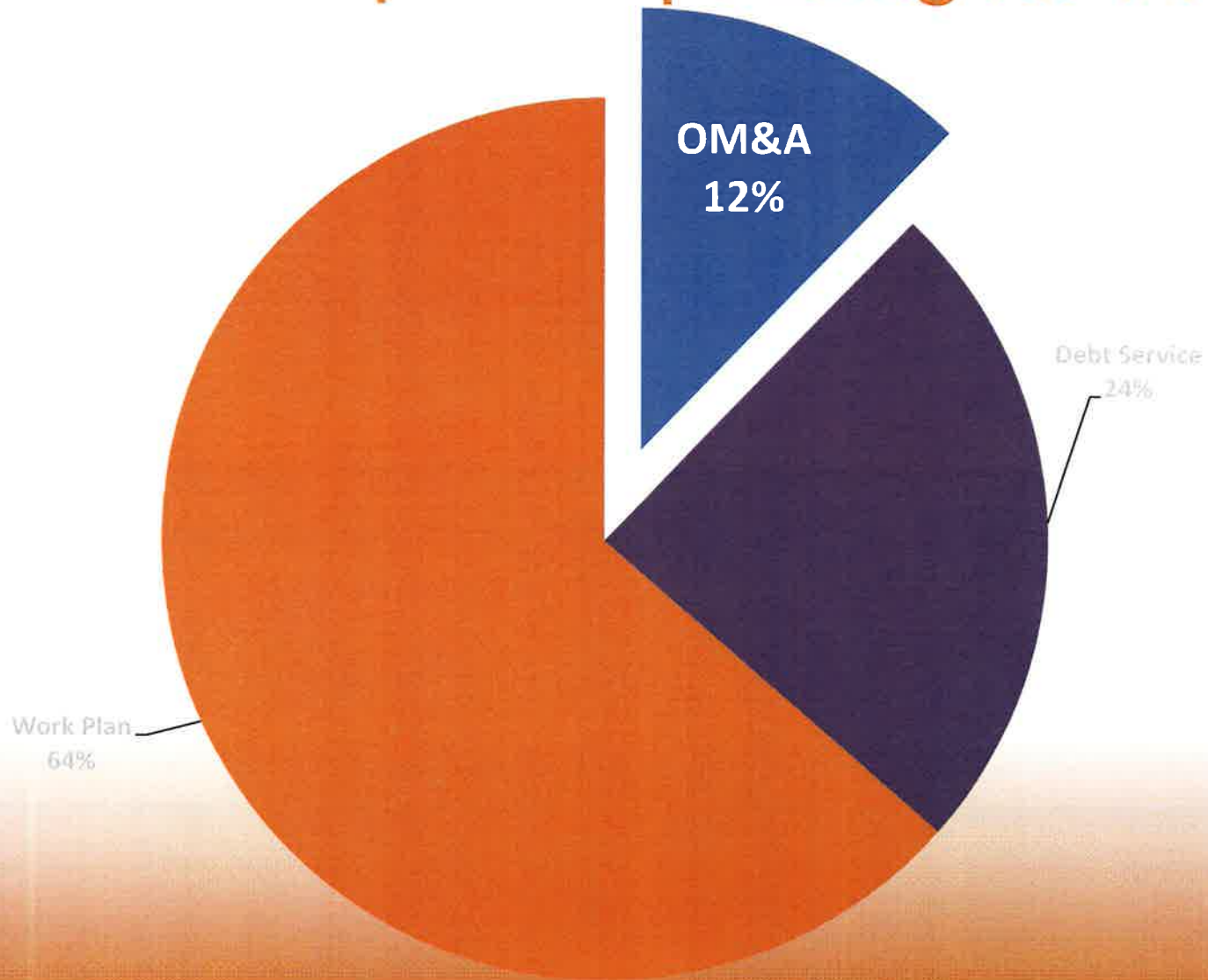
**APPROVAL OF BUDGET
AND
DRAFT FIVE YEAR WORK PLAN**



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FY 2018 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET
and
FY 2018 - FY 2022 FIVE YEAR WORK PLAN
May 12, 2017

»»» Total Proposed Spending for FY 2018



»»» Budget Comparison

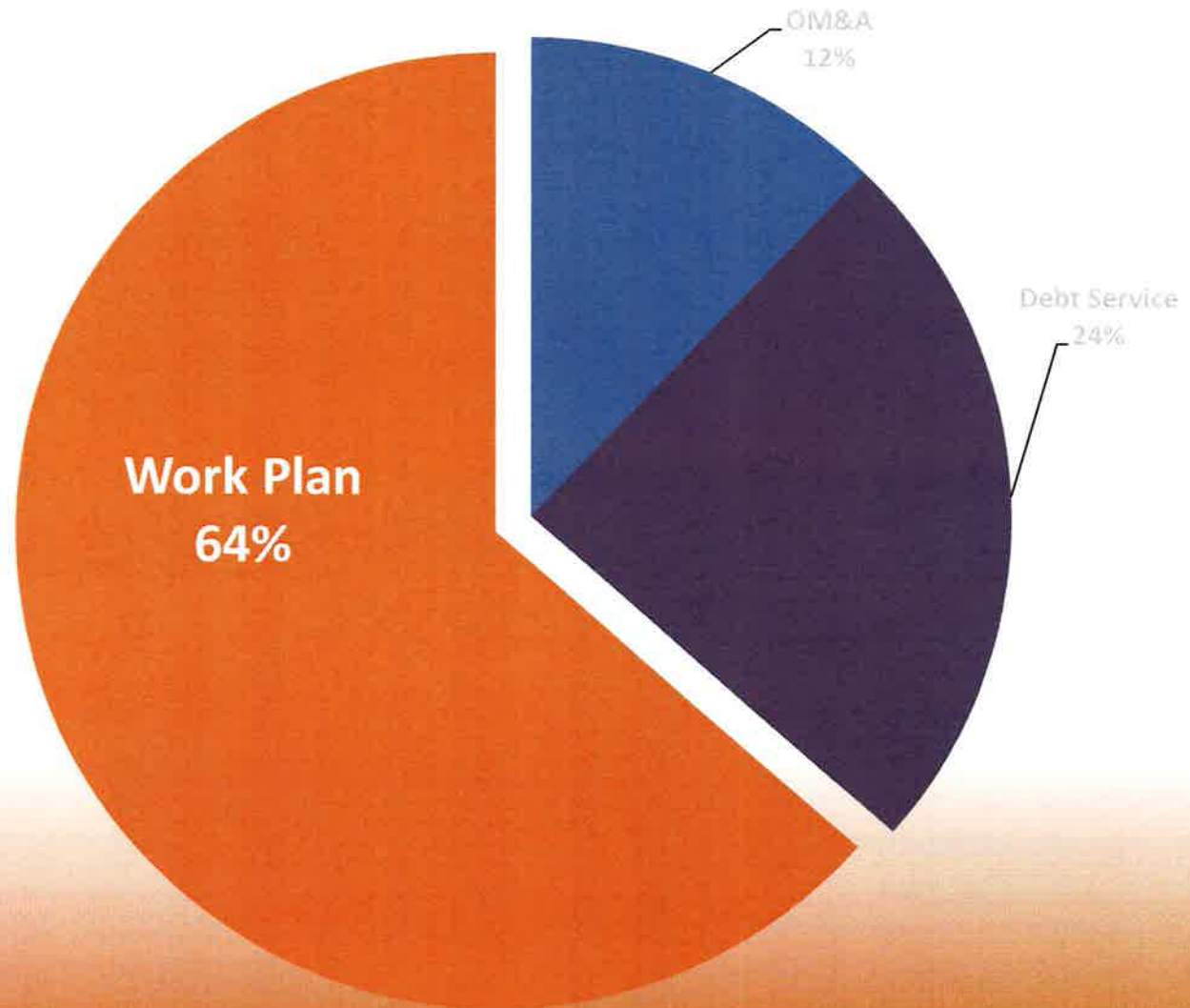
	FY 2017 <u>Budget</u>	FY 2018 <u>Budget</u>	<u>Change</u>	<u>%</u>
Operations	\$52,180,152	\$57,121,172	\$4,941,020	9.5%
Maintenance	17,131,201	17,804,909	673,708	3.9%
Administration	7,811,620	8,213,774	402,154	5.1%
Other Operating	2,669,000	2,535,599	(133,401)	-5.0%
Total Budget	<u>\$79,791,973</u>	<u>\$85,675,454</u>	<u>\$5,883,481</u>	<u>7.4%</u>
OM&A Capital Expenditures	\$425,460	\$456,500	\$31,040	7.3%
Goldenrod Road Expenditures	\$415,086	\$459,786	\$44,700	10.8%

Proposed OM&A Budget- Debt Service Ratio

(in thousands)

	FY 2016 Actual	FY 2017 Projected	FY 2018 Budgeted
Total Revenues	\$404,537	\$432,647	\$442,095
Total Expenses	62,553	76,789	85,675
OM&A Reserve Deposits	972	1,073	735
FDOT Advances	(7,699)	(6,543)	(7,023)
Net Revenues	\$348,711	\$361,328	\$362,708
Senior Debt Service Payments	\$143,882	\$166,105	\$162,955
Senior Debt Service Ratio	2.42	2.18	2.23

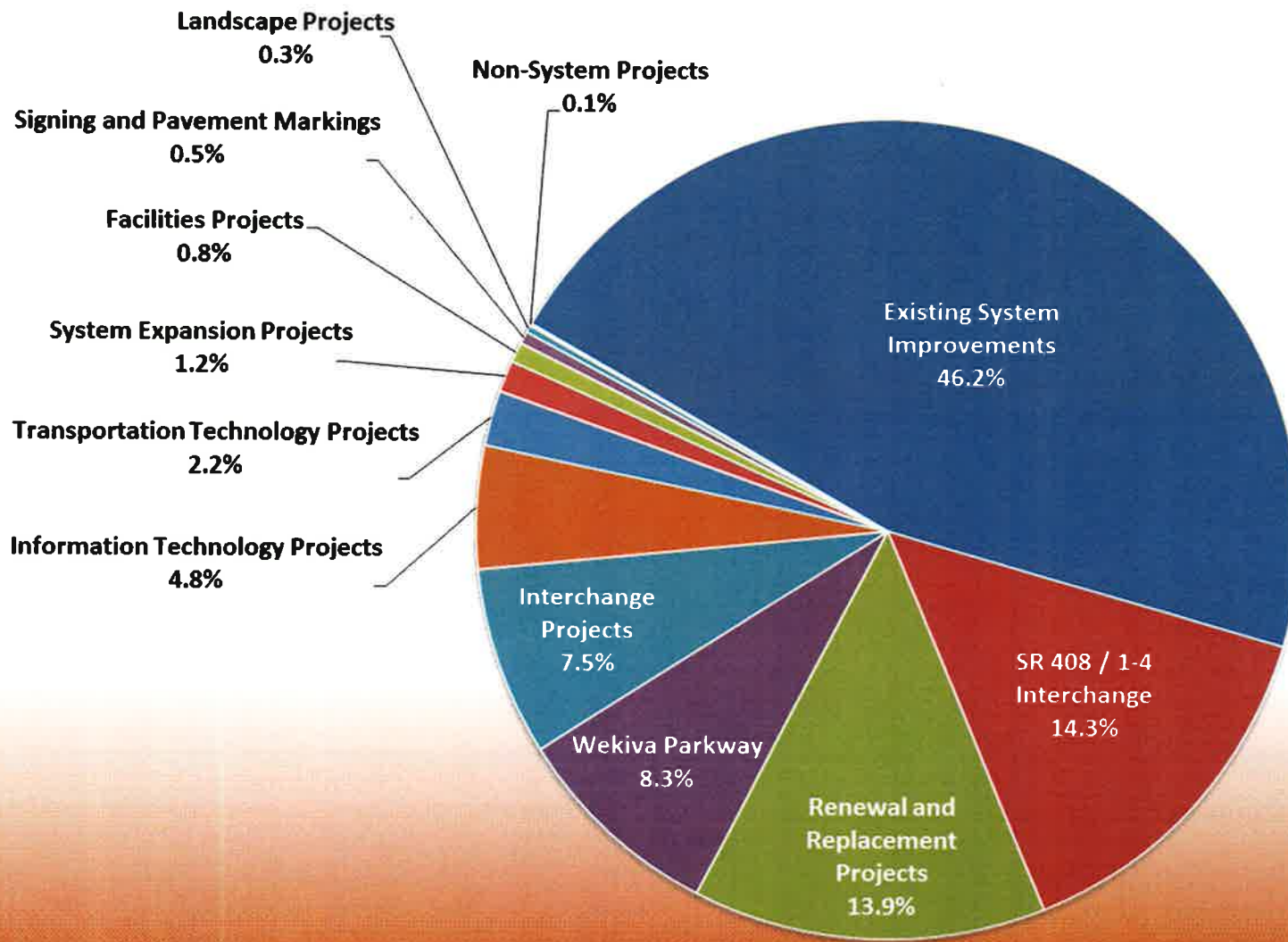
»»» Total Proposed Spending for FY 2018



FY 2018-2022 Five-Year Work Plan

Project Cost Summary (\$000's)	Fiscal Year					Totals
	2017/18	2018/19	2019/20	2020/21	2021/22	
Existing System Improvements	88,108	111,573	195,550	187,902	171,941	755,074
System Expansion Projects	127,746	12,821	7,374	5,666	2,304	155,911
Interchange Projects	142,878	117,624	81,421	6,279	6,818	355,020
Facilities Projects	3,378	6,304	1,330	1,059	1,054	13,125
Transportation Technology Projects	5,811	16,121	5,228	4,183	3,909	35,252
Information Technology Projects	45,164	25,627	7,383	538	0	78,712
Signing and Pavement Markings	2,520	1,981	1,969	1,394	180	8,044
Renewal and Replacement Projects	31,850	96,118	34,880	40,463	23,574	226,885
Landscape Projects	810	805	1,435	810	805	4,665
Non-System Projects	715	690	0	0	0	1,405
TOTALS	448,980	389,664	336,570	248,294	210,585	1,634,094

Work Plan Funding Distribution



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

»» Results in Reduced Travel Times

- SR 408 approaching I-4
- SR 417 / SR 408 interchange
- SR 408 approaching Hiawassee Mainline Plaza
- SR 417 approaching University Mainline Plaza
- SR 528 approaching SR 436
- SR 417 approaching John Young Parkway

Capital Planning Model Results

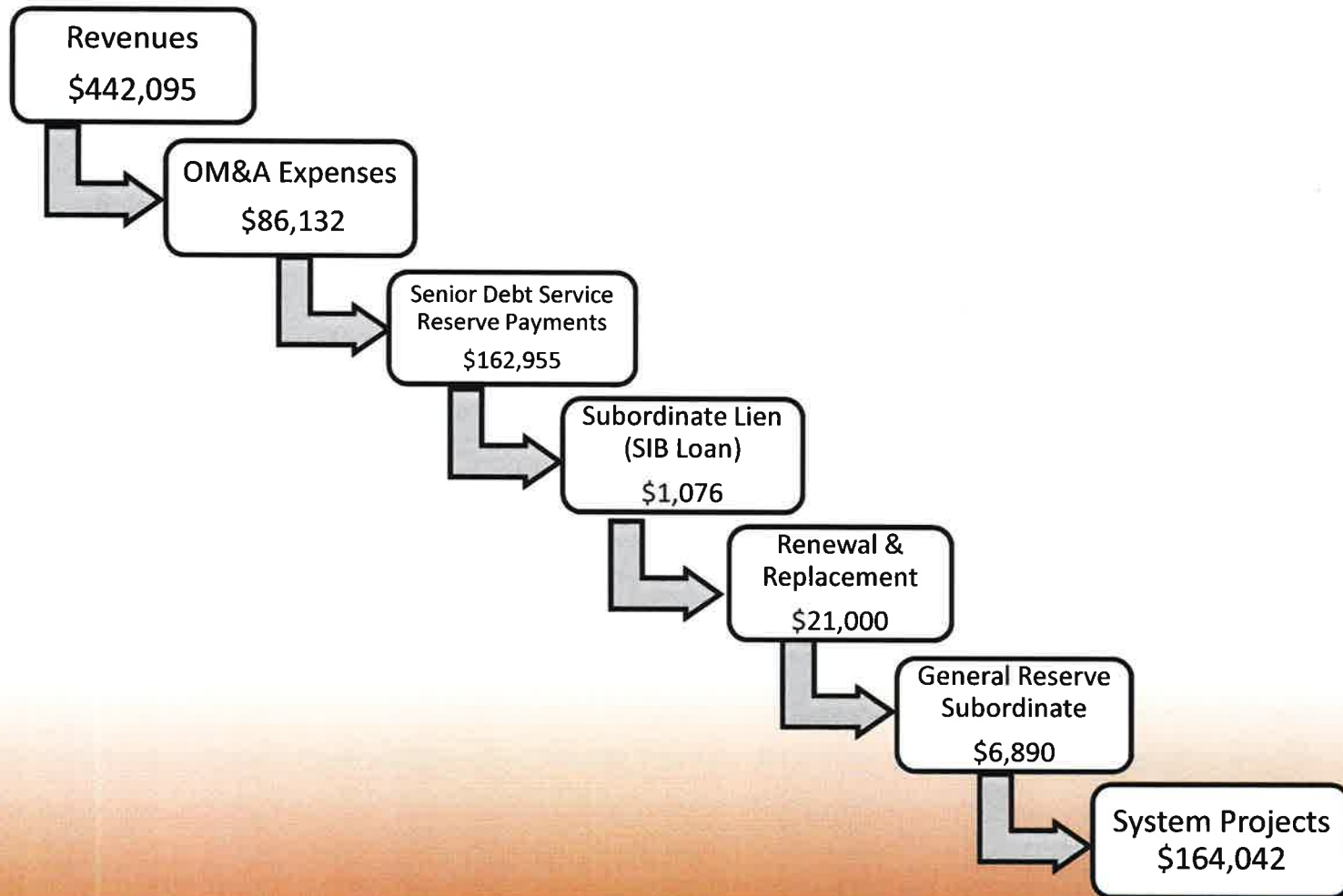
- Requires additional debt
 - Approximately \$835 million (FY18, FY19, FY20, FY22, FY24 and FY25)
 - Approximately 31% of project expenditures over the 10 year period
- Modeling updated
 - New bonds are issued
 - New major assumptions
- Debt coverage ratios meets 1.60 planning target

Projected Senior Lien Coverage Ratio



Flow of Funds

In Thousands (\$000's)



Recommended Motion

Board approval of fiscal year 2018 Operations, Maintenance and Administration Budget and fiscal years 2018-2022 Five Year Work Plan.

FISCAL YEAR 2018
OPERATIONS, MAINTENANCE &
ADMINISTRATION BUDGET

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Budget 2017	Projected 2017	Budget 2018	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$392,100,000	418,791,268	\$430,500,000	\$38,400,000	3%	10%
Fees Collected via Pay by Plate and UTC's	5,695,900	6,397,750	5,840,000	144,100	-9%	3%
Transponder sales	488,767	219,730	226,460	(262,307)	3%	-54%
Other Operating	1,408,974	1,344,915	1,399,646	(9,328)	4%	-1%
Interest	2,446,481	4,900,000	3,118,625	672,144	-36%	27%
Miscellaneous	993,086	992,898	1,010,268	17,182	2%	2%
Total revenues	403,133,208	432,646,561	442,094,999	38,961,791	2%	10%
Expenses:						
Operations	52,180,152	50,112,374	57,121,172	4,941,021	14%	9%
Maintenance	17,131,201	15,749,139	17,804,909	673,708	13%	4%
Administrative	7,811,620	6,867,974	8,213,774	402,154	20%	5%
Other Operating	2,669,000	4,059,114	2,535,599	(133,401)	-38%	-5%
Total expenses	79,791,972	76,788,601	85,675,455	5,883,482	12%	7%
Add deposits into OMA reserve	1,073,342	1,073,342	735,436	(337,906)	-31%	-31%
Less advances for operations and maintenance expenses received from the FDOT	(6,603,119)	(6,634,713)	(7,022,890)	(419,771)	6%	6%
Total Expenses and Deposits	74,262,195	71,227,231	79,388,000	5,125,805	11%	7%
Net revenues, as defined, plus payments received from the FDOT	328,871,013	361,419,330	362,706,999	33,835,986	0%	10%
Senior debt service payments*	166,105,477	166,105,477	162,955,205	(3,150,272)	-2%	-2%
Subordinate Lien (SIB Loan)	1,031,300	1,031,300	1,074,549	43,249	4%	4%
General Reserve subordinate payments	20,000,000	20,000,000	-	(20,000,000)	-100%	-100%
SunTrust Bank Loan Payment	6,644,722	6,644,722	6,890,416	245,694	4%	4%
Total debt payments plus FDOT repayments	193,781,499	193,781,499	170,920,170	(22,861,329)	-12%	-12%
Subordinate debt service ratio of net revenues to total debt paymen	1.70	1.87	2.12	0.42	14%	25.0%
Senior debt service ratio of net revenues to debt service	1.98	2.18	2.23	0.25	2.3%	12.4%

* Per Bond Resolution Calculation.

Central Florida Expressway Authority
Budgeted Flow of Funds - Including Subordinate Payments
On a Cash Flow Basis (Includes Capitalized Items)

	Budget 2017	Projected 2017	Budget 2018	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$392,100,000	418,791,268	\$430,500,000	\$38,400,000	3%	10%
Fees Collected via Pay by Plate and UTC's	5,695,900	6,397,750	5,840,000	144,100	-9%	3%
Transponder sales	488,767	219,730	226,460	(262,307)	3%	-54%
Other Operating	1,408,974	1,344,915	1,399,646	(9,328)	4%	-1%
Interest	2,446,481	4,900,000	3,118,625	672,144	-36%	27%
Miscellaneous	993,086	992,898	1,010,268	17,182	2%	2%
Total revenues	403,133,208	432,646,561	442,094,999	38,961,791	2%	10%
Expenses:						
Operations	52,180,152	50,112,374	57,121,172	4,941,021	14%	9%
Maintenance	17,131,201	15,749,139	17,804,909	673,708	13%	4%
Administrative	7,811,620	6,867,974	8,213,774	402,154	20%	5%
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Subordinate Lien (SIB Loan)	1,031,300	1,031,300	1,074,549	43,249	4%	4%
General Reserve subordinate payments	20,000,000	20,000,000	-	(20,000,000)	-100%	-100%
SunTrust Bank Loan Payment	6,644,722	6,644,722	6,890,416	245,694	4%	4%
Renewal and Replacement Reserve	10,000,000	9,000,000	21,000,000	11,000,000	133%	110%
OM&A Capital Expenditures & Projects	425,460	191,357	456,500	31,040	139%	7%
Net Available for System Projects	\$119,134,277	\$152,885,104	\$164,042,874	\$44,908,598	7%	38%

**Central Florida Expressway Authority
All Activities - Total By Line Item**

Description	2017 Annual Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 5,335,280	\$ 4,925,578	\$ 5,490,408	\$ 155,128	11.5%	2.9%
Social Security and Medicare	368,127	346,453	392,192	24,065	13.2%	6.5%
Retirement Contributions -FRS	567,827	555,368	595,768	27,941	7.3%	4.9%
Life and Health Insurance	1,175,861	1,017,239	1,289,305	113,444	26.7%	9.6%
State Assessment	12,470	5,255	13,005	535	147.5%	4.3%
Workers' Compensation	44,706	61,861	52,298	7,591	-15.5%	17.0%
Reemployment Assistance Program	-	5,736	-	-	-100.0%	
Total Salaries & Benefits	7,504,271	6,917,490	7,832,976	328,704	13.2%	4.4%
OTHER						
Cost Of Transponders Sold - Sticker	766,360	820,000	844,600	78,240	3.0%	10.2%
Cost Of Transponders Sold - Hardcase	622,440	355,000	365,000	(257,440)	2.8%	-41.4%
Cost Of Transponders Sold - Bumper	37,313	8,300	8,722	(28,591)	5.1%	-76.6%
Interoperability Transaction Fee	6,363,187	5,302,656	5,500,000	(863,187)	3.7%	-13.6%
Professional Services	989,750	1,405,946	1,391,750	402,000	-1.0%	40.6%
Legal Fees	200,000	150,000	200,000	-	33.3%	0.0%
Consultant Fees	420,684	397,368	441,229	20,545	11.0%	4.9%
Consultant Fees - Surveys	20,000	15,000	-	(20,000)	-100.0%	-100.0%
Maintenance Program Support	-	-	112,000	112,000		
Maintenance Program Support - ITS	969,983	969,983	1,020,000	50,017	5.2%	5.2%
Mitigation Maint. Support	500	-	-	(500)		-100.0%
FON Program Support	200,000	200,000	200,000	-	0.0%	0.0%
Pavement Management System	26,000	26,000	35,000	9,000	34.6%	34.6%
Auditing Fees	90,000	75,000	79,500	(10,500)	6.0%	-11.7%
Contract Personnel	8,648,800	7,249,000	9,769,625	1,120,825	34.8%	13.0%
Toll Plazas Salaries/Wages	8,911,651	8,911,651	10,172,024	1,260,373	14.1%	14.1%
Toll Plazas Other Direct Expenses	391,690	387,818	433,852	42,162	11.9%	10.8%
Toll Collection Management Fees	894,098	914,668	951,542	57,444	4.0%	6.4%
Toll Plazas Administration Salaries	1,653,947	1,603,060	1,729,603	75,656	7.9%	4.6%
Toll Plazas Office Expenses	292,627	289,732	303,405	10,778	4.7%	3.7%
Toll Plazas Insurance and Bond	46,292	45,840	49,471	3,179	7.9%	6.9%
Florida Highway Patrol Services	977,945	924,435	965,871	(12,074)	4.5%	-1.2%
Motorist Service Patrol Agreement	1,077,650	1,077,650	1,400,000	322,350	29.9%	29.9%
Rapid Incident Scene Clearance	-	-	50,000	50,000		
Toll Plazas Janitorial	310,882	307,816	317,113	6,231	3.0%	2.0%
Travel	71,500	49,954	70,500	(1,000)	41.1%	-1.4%
Reimbursed Local Travel	9,750	8,291	12,095	2,345	45.9%	24.1%
Gasoline	18,000	13,200	15,250	(2,750)	15.5%	-15.3%
Telephone Service	587,057	513,735	548,410	(38,647)	6.7%	-6.6%
Internet Service	55,800	55,800	55,800	-	0.0%	0.0%
Postage and Delivery	1,367,750	1,676,035	1,944,500	576,750	16.0%	42.2%
Printing	417,740	425,645	454,480	36,740	6.8%	8.8%
Service Center Printing and Mailing	66,000	57,800	60,000	(6,000)	3.8%	-9.1%
CAFR	25,000	15,000	17,500	(7,500)	16.7%	-30.0%
Utilities	2,458,280	2,331,500	2,474,000	15,720	6.1%	0.6%
Lease - Buildings	129,000	136,000	234,900	105,900	72.7%	82.1%
Leases - Equipment	50,200	52,792	57,632	7,432	9.2%	14.8%
Records Management	32,400	17,442	31,900	(500)	82.9%	-1.5%
Insurance	745,721	733,253	777,789	32,068	6.1%	4.3%
Repairs & Maint. - Equipment	135,000	114,600	181,600	46,600	58.5%	34.5%
Maintenance FON Locates	10,900	10,900	12,000	1,100	10.1%	10.1%
Maintenance - ITS Infrastructure	1,721,800	1,721,800	1,790,000	68,200	4.0%	4.0%

Description	2017 Annual Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
Support & Maint. - Software	94,200	96,800	98,910	4,710	2.2%	5.0%
Repairs & Maint. - Software and Hardware	828,185	839,804	1,011,715	183,530	20.5%	22.2%
Maintenance - Toll Collection Software	790,000	790,000	890,000	100,000	12.7%	12.7%
Maintenance - Toll System Replacement	-	-	511,372	511,372		
Repairs & Maint. - Fiber Optic Network	376,000	356,000	380,000	4,000	6.7%	1.1%
Facilities Maintenance	1,776,972	1,790,725	2,058,120	281,148	14.9%	15.8%
Repairs and Maint. - Toll Equipment	2,330,901	2,330,151	2,987,796	656,895	28.2%	28.2%
Repairs and Maint. - Toll Equipment Parts	483,000	385,250	420,500	(62,500)	9.1%	-12.9%
Repairs & Maint. - VES Equipment	402,297	402,297	521,303	119,006	29.6%	29.6%
Repairs & Maint. - Vehicles	11,050	9,600	10,100	(950)	5.2%	-8.6%
System Modifications Maintenance -Website	12,500	3,600	5,400	(7,100)	50.0%	-56.8%
Roadway and Bridges Maintenance	5,633,000	5,625,000	5,259,300	(373,700)	-6.5%	-6.6%
Landscape Maintenance Service	3,657,000	2,740,000	3,707,300	50,300	35.3%	1.4%
Bridge Inspection	269,000	344,000	342,000	73,000	-0.6%	27.1%
Sign Maintenance/Inspection	339,200	240,000	294,500	(44,700)	22.7%	-13.2%
Traffic Signals and Lights	181,200	40,000	164,000	(17,200)	310.0%	-9.5%
Aquatics	209,950	186,000	218,750	8,800	17.6%	4.2%
Board Meeting Broadcasting	16,000	8,640	8,700	(7,300)	0.7%	-45.6%
Promotion - Sponsorships	50,000	-	-	(50,000)		-100.0%
Promotion	1,938,000	1,592,001	1,757,500	(180,500)	10.4%	-9.3%
Newsletter	3,000	1,989	2,000	(1,000)	0.6%	-33.3%
Photography	2,000	1,875	2,000	-	6.7%	0.0%
Displays	-	2,392	1,500	1,500	-37.3%	
Graphic Production Services	95,000	79,345	78,500	(16,500)	-1.1%	-17.4%
Promotional Items	9,000	31,000	26,000	17,000	-16.1%	188.9%
Advertising and Legal Notices	7,500	8,753	7,500	-	-14.3%	0.0%
Bank Fees	1,155,000	1,225,000	1,230,000	75,000	0.4%	6.5%
Credit Card Fees	6,186,000	6,521,440	7,345,537	1,159,537	12.6%	18.7%
Security	10,150	10,160	14,260	4,110	40.4%	40.5%
Special Events	13,500	35,000	21,000	7,500	-40.0%	55.6%
Employee Support Services	3,000	3,000	3,000	-	0.0%	0.0%
Miscellaneous Expense	15,550	9,000	20,550	5,000	128.3%	32.2%
Office Supplies	92,319	73,869	94,019	1,700	27.3%	1.8%
Office Expense - Other	325,233	287,138	198,575	(126,658)	-30.8%	-38.9%
Operating Supplies	39,750	20,125	39,250	(500)	95.0%	-1.3%
Transponder Supplies	15,000	7,000	10,000	(5,000)	42.9%	-33.3%
Software Expense	53,075	65,031	49,775	(3,300)	-23.5%	-6.2%
Dues and Subscriptions	208,447	200,421	242,685	34,238	21.1%	16.4%
Books and Publications	600	50	600	-	1100.0%	0.0%
Seminars and Conferences	29,825	20,348	30,300	475	48.9%	1.6%
Staff Training and Education	79,100	53,025	72,600	(6,500)	36.9%	-8.2%
Contingency (Projects)	63,500	5,500	57,500	(6,000)	945.5%	-9.4%
Furniture	-	-	33,800	33,800		
Total Other:	69,618,701	65,811,997	75,306,880	5,688,179	14.4%	8.2%
Other Operating Expenses	2,669,000	4,059,114	2,535,599	(133,401)	-37.5%	-5.0%
TOTAL	79,791,972	76,788,601	85,675,455	5,883,482	11.6%	7.4%
CAPITAL EXPENDITURES						
General Equipment	248,600	41,000	168,500	(80,100)	311.0%	-32.2%
Furniture	5,000	-	-	(5,000)		-100.0%
Vehicle Purchases	82,500	80,997	113,000	30,500	39.5%	37.0%
Software	89,360	69,360	175,000	85,640	152.3%	95.8%
Total Capital Expenditures:	425,460	191,357	456,500	31,040	138.6%	7.3%

**Central Florida Expressway Authority
Operations Activity - Summary**

	2017 Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2017 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
Toll Operations (710)	\$ 517,963	\$ 485,784	\$ 543,117	\$ 25,154	12%	5%
IT (720)	3,752,941	4,010,108	4,537,779	784,838	13%	21%
Special Projects (725)	189,054	174,922	195,249	6,195	12%	3%
E-PASS Service Center (740)	19,830,918	17,396,691	20,246,667	415,749	16%	2%
Public Outreach/Education (745)	2,329,000	2,375,384	2,413,500	84,500	2%	4%
Image Review (750)	4,019,100	4,450,025	5,340,725	1,321,625	20%	33%
Toll Facilities	21,541,176	21,219,460	23,844,136	2,302,960	12%	11%
Operations Before FDOT Participation	52,180,152	50,112,374	57,121,172	4,941,021	14%	9%
<u>FDOT Participation</u>						
Conway Main and Pine Hills	(3,995,891)	(3,936,213)	(4,270,420)	(274,529)	8%	7%
Total Operating Costs	48,184,261	46,176,161	52,850,752	4,666,492	14%	10%
<u>Capital Expenditures and Projects</u>						
<u>Capital Expenditures</u>						
IT (720)	226,500	18,000	153,500	(73,000)	753%	-32%

**Central Florida Expressway Authority
Operations Activity - Total By Line Item**

Description	2017	Projected	2018	\$ Inc (Decr)	% Inc (Decr)	% Inc (Decr)
	Annual Budget	Year-end Actual	Annual Budget	over 2017 Budget	over Proj. 2017 Actual	over 2017 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 1,210,884	\$ 1,365,404	\$ 1,192,685	\$ (18,199)	-13%	-1.5%
Social Security and Medicare	88,329	102,809	88,905	576	-14%	0.7%
Retirement Contributions -FRS	116,835	131,752	118,640	1,805	-10%	1.5%
Life and Health Insurance	265,343	294,041	270,724	5,381	-8%	2.0%
State Assessment	2,815	1,309	2,705	(109)	107%	-3.9%
Workers' Compensation	3,734	6,785	3,685	(49)	-46%	-1.3%
Total Salaries & Benefits	1,687,939	1,902,100	1,677,343	(10,595)	-12%	-0.6%
OTHER						
Cost Of Transponders Sold - Sticker	766,360	820,000	844,600	78,240	3%	10.2%
Cost Of Transponders Sold - Hardcase	622,440	355,000	365,000	(257,440)	3%	-41.4%
Cost Of Transponders Sold - Bumper	37,313	8,300	8,722	(28,591)	5%	-76.6%
Interoperability Transaction Fee	6,363,187	5,302,656	5,500,000	(863,187)	4%	-13.6%
Professional Services	330,000	752,802	659,000	329,000	-12%	99.7%
Consultant Fees- Surveys	20,000	15,000	-	(20,000)	-100%	-100.0%
Contract Personnel	8,074,800	6,749,000	9,095,625	1,020,825	35%	12.6%
Toll Plazas Salaries/Wages	8,911,651	8,911,651	10,172,024	1,260,373	14%	14.1%
Toll Plazas Other Direct Expenses	391,690	387,818	433,852	42,162	12%	10.8%
Toll Collection Management Fees	894,098	914,668	951,542	57,444	4%	6.4%
Toll Plazas Administration Salaries	1,653,947	1,603,060	1,729,603	75,656	8%	4.6%
Toll Plazas Office Expenses	292,627	289,732	303,405	10,778	5%	3.7%
Toll Plazas Insurance and Bond	46,292	45,840	49,471	3,179	8%	6.9%
Toll Plazas Janitorial	310,882	307,816	317,113	6,231	3%	2.0%
Travel	12,200	7,854	12,200	-	55%	0.0%
Reimbursed Local Travel	1,450	846	1,450	-	71%	0.0%
Gasoline	2,150	1,400	1,900	(250)	36%	-11.6%
Telephone Service	572,282	494,519	528,560	(43,722)	7%	-7.6%
Internet Service	55,800	55,800	55,800	-	0%	0.0%
Postage and Delivery	1,361,750	1,663,035	1,937,500	575,750	17%	42.3%
Printing	404,150	421,575	448,500	44,350	6%	11.0%
Service Center Printing and Mailing	66,000	57,800	60,000	(6,000)	4%	-9.1%
Utilities	2,063,280	1,936,500	2,042,000	(21,280)	5%	-1.0%
Lease - Buildings	129,000	136,000	234,900	105,900	73%	82.1%
Leases - Equipment	18,200	16,800	20,200	2,000	20%	11.0%
Records Management	1,900	1,550	1,900	-	23%	0.0%
Insurance	646,398	635,974	676,855	30,457	6%	4.7%
Repairs & Maint. - Equipment	124,700	112,100	171,300	46,600	53%	37.4%
Repairs & Maint. - Software and Hardware	819,835	818,879	884,865	65,030	8%	7.9%
Maintenance - Toll Collection Software	790,000	790,000	890,000	100,000	13%	12.7%
Maintenance - Toll System Replacement	-	-	511,372	511,372	-	-
Facilities Maintenance	1,611,861	1,615,225	1,832,620	220,759	13%	13.7%
Repairs and Maint. - Toll Equipment	2,330,901	2,330,151	2,987,796	656,895	28%	28.2%
Repairs and Maint. - Toll Equipment Parts	483,000	385,250	420,500	(62,500)	9%	-12.9%
Repairs & Maint. - VES Equipment	402,297	402,297	521,303	119,006	30%	29.6%
Repairs & Maint. - Vehicles	1,500	800	2,050	550	156%	36.7%
Promotion - Sponsorships	50,000	-	-	(50,000)	-	-100.0%
Promotion	1,938,000	1,592,001	1,757,500	(180,500)	10%	-9.3%
Newsletter	3,000	1,989	2,000	(1,000)	1%	-33.3%
Displays	-	2,392	1,500	1,500	-37%	-
Graphic Production Services	80,000	66,200	63,500	(16,500)	-4%	-20.6%
Promotional Items	8,000	30,000	25,000	17,000	-17%	212.5%
Bank Fees	1,123,000	1,193,000	1,194,000	71,000	0%	6.3%
Credit Card Fees	6,186,000	6,521,440	7,345,537	1,159,537	13%	18.7%
Security	9,150	9,160	12,760	3,610	39%	39.5%
Miscellaneous Expense	3,050	2,000	3,050	-	53%	0.0%
Office Supplies	42,569	40,469	43,569	1,000	8%	2.3%
Office Expense - Other	263,743	256,669	150,025	(113,718)	-42%	-43.1%
Operating Supplies	39,750	20,125	39,250	(500)	95%	-1.3%
Transponder Supplies	15,000	7,000	10,000	(5,000)	43%	-33.3%
Software Expense	47,075	63,531	47,275	200	-26%	0.4%
Dues and Subscriptions	13,610	15,914	17,460	3,850	10%	28.3%

Description

Books and Publications
Seminars and Conferences
Staff Training and Education
Contingency Project(s)
Furniture

Total Other:

TOTAL**CAPITAL EXPENDITURES**

General Equipment
Software
Total Capital Expenditures:

2017 Annual Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2017 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
600	50	600	-	1100%	0.0%
3,725	2,138	3,725	-	74%	0.0%
38,500	36,500	34,000	(4,500)	-7%	-11.7%
13,500	2,000	10,000	(3,500)	400%	-25.9%
-	-	9,550	9,550		
50,492,213	48,210,274	55,443,829	4,951,616	15%	9.8%
52,180,152	50,112,374	57,121,172	4,941,021	14%	9.5%
216,500	18,000	133,500	(83,000)	642%	-38.3%
10,000	-	20,000	10,000		100.0%
226,500	18,000	153,500	(73,000)	753%	-32.2%

**Central Florida Expressway Authority
Maintenance Activity - Summary**

	2017 Annual Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2017 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
Maintenance Administration (810)	\$ 1,922,183	\$ 1,829,678	\$ 2,617,836	\$ 695,653	43%	36%
Expressway Operations (820)	4,912,168	4,780,961	5,205,723	293,555	9%	6%
Routine Maintenance (408, 414, 417, 429, 451, 528)	10,296,850	9,138,500	9,981,350	(315,500)	9%	-3%
Total Maintenance Expenditures Before FDOT Participation	17,131,201	15,749,139	17,804,909	673,708	13%	4%
FDOT Participation	(2,607,228)	(2,698,500)	(2,752,470)	(145,242)	2%	6%
Total Maintenance Costs	14,523,973	13,050,639	15,052,439	528,466	15%	4%

Capital Expenditures

Capital Expenditures						
Maintenance Administration (810)	65,000	55,000	65,000	-	18%	0%
Expressway Operations (820)	56,460	49,360	68,000	11,540	38%	20%
Total Capital Expenditures	121,460	104,360	133,000	11,540	27%	10%

Central Florida Expressway Authority
Maintenance Activity - Total By Line Item

Description	2017 Annual Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2017 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 839,380	\$ 743,191	\$ 942,455	\$ 103,075	26.8%	12.3%
Social Security and Medicare	62,693	56,115	71,207	8,514	26.9%	13.6%
Retirement Contributions -FRS	59,596	55,888	66,915	7,319	19.7%	12.3%
Life and Health Insurance	189,714	143,412	237,798	48,084	65.8%	25.3%
State Assessment	2,013	662	2,380	367	259.5%	18.2%
Workers' Compensation	27,497	36,477	34,533	7,036	-5.3%	25.6%
Total Salaries & Benefits	1,180,893	1,035,745	1,355,288	174,395	30.9%	14.8%
OTHER						
Consultant Fees	100,000	106,000	120,000	20,000	13.2%	20.0%
Maintenance Program Support	-	-	112,000	112,000		
Maintenance Program Support - ITS	969,983	969,983	1,020,000	50,017	5.2%	5.2%
Mitigation Maint. Support	500	-	-	(500)		-100.0%
FON Program Support	200,000	200,000	200,000	-	0.0%	0.0%
Pavement Management System	26,000	26,000	35,000	9,000	34.6%	34.6%
Contract Personnel	-	-	100,000	100,000		
Florida Highway Patrol Services	977,945	924,435	965,871	(12,074)	4.5%	-1.2%
Motorist Service Patrol Agreement	1,077,650	1,077,650	1,400,000	322,350	29.9%	29.9%
Rapid Incident Scene Clearance	-	-	50,000	50,000		
Travel	7,000	6,000	7,000	-	16.7%	0.0%
Reimbursed Local Travel	1,700	1,600	1,700	-	6.3%	0.0%
Gasoline	14,200	10,700	11,200	(3,000)	4.7%	-21.1%
Telephone Service	7,500	8,900	8,900	1,400	0.0%	18.7%
Postage and Delivery	1,000	1,000	1,000	-	0.0%	0.0%
Printing	580	80	-	(580)	-100.0%	-100.0%
Utilities	120,000	120,000	132,000	12,000	10.0%	10.0%
Insurance	4,600	3,246	-	(4,600)	-100.0%	-100.0%
Maintenance FON Locates	10,900	10,900	12,000	1,100	10.1%	10.1%
Maintenance - ITS Infrastructure	1,721,800	1,721,800	1,790,000	68,200	4.0%	4.0%
Repairs & Maint. - Software and Hardware	-	-	85,000	85,000		
Repairs & Maint. - Fiber Optic Network	376,000	356,000	380,000	4,000	6.7%	1.1%
Repairs & Maint. - Vehicles	7,500	7,000	6,000	(1,500)	-14.3%	-20.0%
Roadway and Bridges Maintenance	5,633,000	5,625,000	5,259,300	(373,700)	-6.5%	-6.6%
Landscape Maintenance Service	3,614,500	2,700,000	3,655,300	40,800	35.4%	1.1%
Bridge Inspection	269,000	344,000	342,000	73,000	-0.6%	27.1%
Sign Maintenance/Inspection	339,200	240,000	294,500	(44,700)	22.7%	-13.2%
Traffic Signals and Lights	181,200	40,000	164,000	(17,200)	310.0%	-9.5%
Aquatics	209,950	186,000	218,750	8,800	17.6%	4.2%
Advertising and Legal Notices	1,000	1,000	1,000	-	0.0%	0.0%
Office Supplies	4,100	4,100	4,100	-	0.0%	0.0%
Office Expense - Other	5,500	7,000	4,500	(1,000)	-35.7%	-18.2%
Dues and Subscriptions	2,500	2,000	2,500	-	25.0%	0.0%
Seminars and Conferences	5,000	3,000	5,000	-	66.7%	0.0%
Staff Training and Education	10,500	6,500	8,500	(2,000)	30.8%	-19.0%
Contingency Project(s)	50,000	3,500	47,500	(2,500)	1257.1%	-5.0%
Furniture	-	-	5,000	5,000		
Total Other:	15,950,308	14,713,394	16,449,621	499,313	11.8%	3.1%
TOTAL	17,131,201	15,749,139	17,804,909	673,708	13.1%	3.9%
CAPITAL EXPENDITURES						
General Equipment	12,100	-	10,000	(2,100)		-17.4%
Furniture	5,000	-	-	(5,000)		-100.0%
Vehicle Purchases	55,000	55,000	83,000	28,000	50.9%	50.9%
Software	49,360	49,360	40,000	(9,360)	-19.0%	-19.0%
Total Capital Expenditures:	121,460	104,360	133,000	11,540	27.4%	9.5%

**Central Florida Expressway Authority
Administration Activity - Summary**

	2017 Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2017 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
General (610)	\$ 665,549	\$ 675,641	\$ 821,679	\$ 156,130	22%	23%
525 Magnolia (615)	25,356	23,517	24,646	(710)	5%	-3%
Administrative Services (620)	2,157,873	1,964,848	2,240,506	82,633	14%	4%
Plans Production (623)	55,097	52,303	57,185	2,088	9%	4%
Legal (625)	732,829	594,463	742,944	10,115	25%	1%
Accounting (630)	1,477,186	1,279,675	1,547,653	70,467	21%	5%
Procurement (640)	475,827	423,180	472,018	(3,809)	12%	-1%
Records Management (655)	364,751	255,555	418,922	54,171	64%	15%
Human Resources (660)	194,887	171,788	198,510	3,623	16%	2%
Supplier Diversity (665)	361,035	262,335	361,421	386	38%	0%
Communications (670)	681,163	616,796	704,937	23,774	14%	3%
Construction Administration (685)	56,067	47,873	59,354	3,286	24%	6%
Internal Audit (690)	564,000	500,000	564,000	-	13%	0%
Total Administration Costs	7,811,620	6,867,974	8,213,774	402,154	20%	5%

Capital Expenditures and Projects

Capital Expenditures

General (610)	10,000	18,000	45,000	35,000	150%	350%
HR (660)	30,000	-	30,000	-		0%
Communications (670)	-	20,000	85,000	85,000	325%	
Construction Administration (685)	37,500	30,997	10,000	(27,500)	-68%	-73%
Total Capital Expenditures	77,500	68,997	170,000	92,500	146%	119%

Central Florida Expressway Authority
Administration Activity - Total By Line Item

Description	2017 Annual Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2017 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 3,285,016	\$ 2,816,983	\$ 3,355,268	\$ 70,252	19.1%	2.1%
Social Security and Medicare	217,105	187,529	232,080	14,975	23.8%	6.9%
Retirement Contributions -FRS	391,397	367,728	410,213	18,816	11.6%	4.8%
Life and Health Insurance	720,804	579,787	780,783	59,979	34.7%	8.3%
State Assessment	7,642	3,284	7,920	278	141.2%	3.6%
Workers' Compensation	13,476	18,600	14,080	604	-24.3%	4.5%
Reemployment Assistance Program	-	5,736	-	-	-100.0%	-
Total Salaries & Benefits	4,635,440	3,979,645	4,800,344	164,904	20.6%	3.6%
OTHER						
Professional Services	659,750	653,144	732,750	73,000	12.2%	11.1%
Legal Fees	200,000	150,000	200,000	-	33.3%	0.0%
Consultant Fees	320,684	291,368	321,229	545	10.2%	0.2%
Auditing Fees	90,000	75,000	79,500	(10,500)	6.0%	-11.7%
Contract Personnel	574,000	500,000	574,000	-	14.8%	0.0%
Travel	52,300	36,100	51,300	(1,000)	42.1%	-1.9%
Reimbursed Local Travel	6,600	5,845	8,945	2,345	53.0%	35.5%
Gasoline	1,650	1,100	2,150	500	95.5%	30.3%
Telephone Service	7,275	10,316	10,950	3,675	6.1%	50.5%
Postage and Delivery	5,000	12,000	6,000	1,000	-50.0%	20.0%
Printing	13,010	3,990	5,980	(7,030)	49.9%	-54.0%
CAFR	25,000	15,000	17,500	(7,500)	16.7%	-30.0%
Utilities	275,000	275,000	300,000	25,000	9.1%	9.1%
Leases - Equipment	32,000	35,992	37,432	5,432	4.0%	17.0%
Records Management	30,500	15,892	30,000	(500)	88.8%	-1.6%
Insurance	94,723	94,033	100,934	6,211	7.3%	6.6%
Repairs & Maint. - Equipment	10,300	2,500	10,300	-	312.0%	0.0%
Support & Maint. - Software	94,200	96,800	98,910	4,710	2.2%	5.0%
Repairs & Maint. - Software and Hardware	8,350	20,925	41,850	33,500	100.0%	401.2%
Facilities Maintenance	165,111	175,500	225,500	60,389	28.5%	36.6%
Repairs & Maint. - Vehicles	2,050	1,800	2,050	-	13.9%	0.0%
System Modifications Maintenance - Website	12,500	3,600	5,400	(7,100)	50.0%	-56.8%
Landscape Maintenance Service	42,500	40,000	52,000	9,500	30.0%	22.4%
Board Meeting Broadcasting	16,000	8,640	8,700	(7,300)	0.7%	-45.6%
Photography	2,000	1,875	2,000	-	6.7%	0.0%
Graphic Production Services	15,000	13,145	15,000	-	14.1%	0.0%
Promotional Items	1,000	1,000	1,000	-	0.0%	0.0%
Advertising and Legal Notices	6,500	7,753	6,500	-	-16.2%	0.0%
Bank Fees	32,000	32,000	36,000	4,000	12.5%	12.5%
Security	1,000	1,000	1,500	500	50.0%	50.0%
Special Events	13,500	35,000	21,000	7,500	-40.0%	55.6%
Employee Support Services	3,000	3,000	3,000	-	0.0%	0.0%
Miscellaneous Expense	12,500	7,000	17,500	5,000	150.0%	40.0%
Office Supplies	45,650	29,300	46,350	700	58.2%	1.5%
Office Expense - Other	55,990	23,469	44,050	(11,940)	87.7%	-21.3%
Software Expense	6,000	1,500	2,500	(3,500)	66.7%	-58.3%
Dues and Subscriptions	192,337	182,507	222,725	30,388	22.0%	15.8%
Seminars and Conferences	21,100	15,210	21,575	475	41.8%	2.3%
Staff Training and Education	30,100	10,025	30,100	-	200.2%	0.0%
Furniture	-	-	19,250	19,250	-	-
Total Other:	3,176,180	2,888,329	3,413,430	237,250	18.2%	7.5%
TOTAL	7,811,620	6,867,974	8,213,774	402,154	19.6%	5.1%
CAPITAL EXPENDITURES						
General Equipment	20,000	23,000	25,000	5,000	8.7%	25.0%
Vehicles	27,500	25,997	30,000	2,500	15.4%	9.1%
Software	30,000	20,000	115,000	85,000	475.0%	283.3%
Total Capital Expenditures:	77,500	68,997	170,000	92,500	146.4%	119.4%

**Central Florida Expressway Authority
Other Operating**

	2017 Annual Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2017 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
Traffic & Engineering Consultant	\$ 535,000	\$ 1,500,000	\$ 500,000	\$ (35,000)	-67%	-7%
General Engineering Consultant	2,134,000	2,559,114	2,035,599	(98,401)	-20%	-5%
Total Other Operating Expenses	2,669,000	4,059,114	2,535,599	(133,401)	-38%	-5%

**Central Florida Expressway Authority
Goldenrod Road - Summary**

	2017 Annual Budget	Projected Year-end Actual	2018 Annual Budget	\$ Inc (Decr) over 2017 Budget	% Inc (Decr) over Proj. 2017 Actual	% Inc (Decr) over 2017 Budget
Maintenance	\$ 141,000	\$ 137,000	\$ 151,000	\$ 10,000	10%	7%
Operations	274,086	256,756	308,786	34,700	20%	13%
TOTAL	415,086	393,756	459,786	44,700	17%	11%
TOLL REVENUE	(1,650,000)	(1,900,000)	(2,000,000)	(350,000)	5%	21%
NET RESULT OF ACTIVITY	1,234,914	1,506,244	1,540,214	305,300	2%	25%

FISCAL YEAR 2018-2022
FIVE-YEAR WORK PLAN

DRAFT

Central Florida Expressway Authority
 Five-Year Work Plan
 Category Summary

DRAFT

Category	Project Cost (thousand \$)								Total
	Fiscal Year								
	17/18		18/19		19/20	20/21	21/22		
E	U	E	U	U	U	U			
Existing System Improvements	26,918	61,190	3,293	108,280	195,550	187,902	171,941		755,074
System Expansion Projects	70,723	57,023	0	12,821	7,374	5,666	2,304		155,911
Interchange Projects	102,900	39,978	75,964	41,660	81,421	6,279	6,818		355,020
Facilities Projects	325	3,053	0	6,304	1,330	1,059	1,054		13,125
Transportation Technology Projects	0	5,811	0	16,121	5,228	4,183	3,909		35,252
Information Technology Projects	30,757	14,407	17,668	7,959	7,383	538	0		78,712
Signing and Pavement Markings	1,708	812	0	1,981	1,969	1,394	180		8,044
Renewal and Replacement Projects	5,152	26,698	0	96,118	34,880	40,463	23,574		226,885
Landscape Projects	0	810	0	805	1,435	810	805		4,665
SUB TOTALS	238,483	209,782	96,925	292,049	336,570	248,294	210,585		
TOTALS		448,265		388,974	336,570	248,294	210,585		1,632,689
Non-System Project (Goldenrod Road)	715	0	0	690	0	0	0		1,405
GRAND TOTALS		448,980		389,664	336,570	248,294	210,585		1,634,094

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Existing System Improvements Summary (Page 1 of 2)

Proj #	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22
							E	U	E	U	U			U	U
35	417-134	SR 417 Widening from Eason Trail to Coowly Fine	Econlockhatchee Trail	Coowly Line	2.3	Add Lanes, Mill and Resurface	0	7,080	0	25,770	0	0	0	SP	Design & Construction
36	-	SR 417 Widening from International Drive to John Young Parkway	International Drive	John Young Parkway	3.6	Add Lanes, Mill and Resurface	0	4,559	0	13,357	47,309	12,283	0	SP	Design & Construction
37	-	SR 417 Widening from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.8	Add Lanes, Mill and Resurface	0	2,702	0	2,713	42,061	21,031	0	SP	Design & Construction
38	-	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	Landstar Boulevard	Boggy Creek Road	2.6	Add Lanes, Mill and Resurface	0	0	0	4,231	16,491	32,962	0	SP	Design & Construction
39	-	SR 417 Widening from Narcoossee Road to SR 528	Narcoossee Road	SR 528	3.9	Add Lanes, Mill and Resurface	0	0	0	0	5,618	21,860	43,699	SP	Design & Construction
40	-	SR 417 Widening from Boggy Creek Road to Narcoossee Road	Boggy Creek Road	Narcoossee Road	5.3	Add Lanes, Mill and Resurface	0	0	0	0	0	0	7,825	SP	Design
41	599-126	SR 417 / SR 528 Ramp Improvements	-	-	-	Ramp Improvements	3	7,014	0	3,304	0	0	0	SP	Bidding & Construction
42	417-133	SR 417 / Curry Ford Road Southbound On Ramp Improvements	-	-	-	On Ramp Improvements	302	0	0	0	0	0	0	SP	Construction
43	-	SR 417 Widening - Curry Ford to Lake Underhill Landscaping	Curry Ford Road	Lake Underhill Road	1.6	Landscaping	0	0	0	0	19	308	20	SP	Design, Installation & Partial Maintenance
44	417-253G	SR 408 / SR 417 Interchange Landscaping	-	-	-	Interchange Landscaping	0	0	0	0	0	0	81	SP	Design and Bidding
45	-	SR 417 / Florida's Turnpike Interchange Landscaping	-	-	-	Interchange Landscaping	0	0	0	0	59	775	20	SP	Design, Installation & Partial Maintenance
46	-	SR 429 / Florida's Turnpike Interchange	-	-	-	Add Lanes, Mill and Resurface	0	113	0	411	1,246	1,246	28,817	SP	IMR, Design & Construction
47	-	SR 429 Widening from Florida's Turnpike to West Road	Florida's Turnpike / SR 59	West Road	4.2	Add Lanes, Mill and Resurface	0	0	0	5,681	22,119	44,218	0	SP	Design & Construction
48	-	SR 429 Widening from West Road to CR 437A	West Road	CR 437A	2.5	Add Lanes, Mill and Resurface	0	0	0	0	3,284	12,790	26,040	SP	Design & Construction
Encumbered Total							307		0						
Unencumbered Total								21,468	55,669	138,208	147,475	106,502			
SUB-TOTALS (Page 1)							21,775	55,669	138,208	147,475	106,502				

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Existing System Improvements Summary (Page 2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22
							E	U	E	U	U			U	U
49	-	SR 429 Widening from CR 535 to Florida's Turnpike	CR 535	Florida's Turnpike	3.1	Add Lanes, Mill and Resurface	0	0	0	0	4,451	17,325	34,630	SP	Design & Construction
50	429-654D	SR 429 / CR 535 Northbound On Ramp Improvements	-	-	-	On Ramp Improvements	0	3,051	0	1,524	0	0	0	SP	Bidding & Construction
51	408-127	SR 408 Widening from Good Homes to East of Hiwassee	Good Homes Road	East of Hiwassee Road	1.8	Add Lanes, Mill and Resurface	13,440	0	0	0	0	0	0	SP	Construction
52	408-128	SR 408 Widening from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Add Lanes, Mill and Resurface	0	33,207	0	44,259	11,061	0	0	SP	Bidding & Construction
53	-	SR 528 Widening - SR 436 to Goldenrod Rd.	SR 436	Goldenrod Road	1.4	Widening and Bridge Replacement	0	2,549	0	2,560	39,680	19,840	0	SP	Design & Construction
54	-	SR 528 Widening from Narcoossee Road to SR 417	Narcoossee Road	SR 417	1.9	Add Lanes, Mill and Resurface	0	0	0	0	901	1,830	29,881	SP	Design & Construction
55	528-131	SR 528 Eon River Bridge	-	-	-	Bridge Replacement & Widening	12,171	0	3,293	0	0	0	0	SP	Construction
56	-	SR 528 Airport Frontage Landscaping	Peggy Creek Road	SR 436	2.1	Landscaping	0	0	0	0	0	256	20	SP	Design, Installation & Maintenance
57	-	Systemwide Safety and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	274	0	249	316	301	176	SP	Design & Construction
58	-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	20	0	155	155	150	90	SP	Design, Bidding & Construction
59	-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	20	0	155	155	150	90	SP	Design, Bidding & Construction
60	599-137	Systemwide Roadway Lighting	-	-	-	Lighting Rehabilitation	0	90	0	90	155	155	150	SP	Design, Bidding & Construction
61	-	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	0	300	0	300	300	300	300	SP	Multimodal/Intermodal Study
62	-	Safety Campaign	-	-	-	Safety Project	0	195	0	170	160	120	100	SP	Communications
63	-	SR 528 Fencing	Narcoossee Road	East of SR 520	18.0	Safety Project	0	10	0	3,139	0	0	0	SP	Design, Bidding & Construction
Encumbered Total							26,611		3,293						
Unencumbered Total							39,722		52,611		57,342	40,427	65,439		
SUB-TOTALS (Page 2)							66,333		55,904		57,342	40,427	65,439		
TOTALS							88,108		111,573		195,550	187,902	171,941		

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System Expansion Projects Summary (Page 1 of 2)

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Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22
							E	U	E	U	U			U	U
64	408-254	SR 408 Eastern Extension	Challenger Parkway	SR 520	7.3	New Expressway	1,000	0	0	0	1,673	1,664	0	SP	PD&E & 15% Line & Grade
65	528-215	SR 528 / Northeast District Connector Study	Northwest District	SR 528	8.0	New Expressway	0	995	0	990	0	0	0	SP	Concept, Feasibility & Mobility Study
66	599-2210	Osceola Parkway Extension Feasibility Study	Northeast Connector	SR 417	-	New Expressway	0	1,123	0	0	0	0	0	SP	Concept, Feasibility & Mobility Study
67	599-2220	Northeast Connector Expressway Study	Turquoise	Osceola Parkway Extension	-	New Expressway	0	1,123	0	0	0	0	0	SP	Concept, Feasibility & Mobility Study
68	599-2230	Southport Connector Feasibility Study	Poinciana Parkway	Turquoise	-	New Expressway	0	938	0	0	0	0	0	SP	Concept, Feasibility & Mobility Study
69	599-2240	Poinciana / I-4 Connector Feasibility Study	I-4	Poinciana Parkway	-	New Expressway	0	1,125	0	0	0	0	0	SP	Concept, Feasibility & Mobility Study
70	-	SR 414 Direct Connection Study	US 441	SR 434	-	New Expressway	0	150	0	0	0	0	0	SP	Concept, Feasibility & Mobility Study
71	-	Lake / Orange Connector Feasibility Study	US 27	US 429	-	New Expressway	0	0	0	285	825	0	0	SP	Concept, Feasibility & Mobility Study
72	-	Expansion PD&E based on Feasibility Studies (I)	-	-	-	New Expressway	0	0	0	1,057	1,046	1,113	1,102	SP	PD&E & 15% Line & Grade
73	-	Expansion PD&E based on Feasibility Studies (II)	-	-	-	New Expressway	0	0	0	0	1,085	1,074	1,142	SP	PD&E & 15% Line & Grade
74	429-200F	SR 429 / SR 414 Interchange Landscape	-	-	-	Landscaping	5	0	0	0	0	0	0	SP	Maintenance
75	429-200G	SR 429 / SR 414 Interchange Landscape Phase II	-	-	-	Landscaping	0	825	0	20	5	0	0	SP	Installation & Maintenance
Encumbered Total							1,005		0						
Unencumbered Total								6,283		2,352	4,636	3,851	2,244		
SUB-TOTALS (Page 1)							7,288			2,352	4,636	3,851	2,244		

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System Expansion Projects Summary (Page 2 of 2)

Proj. No.	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded			
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22	
							E	U	E	U	U			U	U	
76	429-202	Wekiva Parkway Section 1A	US-441 Interchange	North of Ponce de Leon Road	2.3	New Expressway	2,100	0	0	0	0	0	0	0	SP / CF	Construction
77	429-203	Wekiva Parkway Section 1D	North of Ponce de Leon Road	North of Kelly Park Road	2.3	New Expressway	2,625	0	0	0	0	0	0	0	SP / CF	Construction
78	429-205	Wekiva Parkway Section 2A	East of CR 437	East of MI Plymouth Road	2.0	New Expressway	21,255	0	0	0	0	0	0	0	SP / CF	Construction
79	429-204	Wekiva Parkway Section 2B	North of Kelly Park Road	East of CR 437 & North to Lake Co. Line	2.0	New Expressway	26,006	0	0	0	0	0	0	0	SP / CF	Construction
80	429-206	Wekiva Parkway Section 2C	Lake Co. Line	SR 46 East of Round Lake Road	1.3	New Expressway	17,730	0	0	0	0	0	0	0	SP / CF	Construction
81	429-8240	Wekiva Parkway (202 & 203) Landscape	US 441	Kelly Park Road	-	Landscaping	0	2,451	0	60	60	0	0	0	SP	Installation & Maintenance
82	-	Wekiva Parkway (206) Landscape	Coronado Somerset Dr.	SR 46	-	Landscaping	0	527	0	493	20	5	0	0	SP	Design, Installation & Maintenance
83	-	Wekiva Parkway (204) Landscape	SR 453	SR 429	-	Landscaping	0	80	0	983	20	15	0	0	SP	Design, Installation & Maintenance
84	-	Wekiva Parkway (205) Landscape	Utility Viaduct	MI Plymouth Road	-	Landscaping	0	26	0	316	295	20	5	0	SP	Design, Installation & Maintenance
85	-	Wekiva Parkway (203) Kelly Park Rd Interchange Landscape	Kelly Park Rd Interchange	-	-	Landscaping	0	0	0	76	975	20	15	0	SP	Design, Installation & Maintenance
86	-	Wekiva Parkway (206) Buffer Landscape	North of 429/453 Interchange	Coronado Somerset Dr.	-	Landscaping	0	0	0	42	627	589	20	0	SP	Design, Installation & Partial Maintenance
87	-	Wekiva Parkway (205) Buffer Landscape	Point 1	Utility Corridor	-	Landscaping	0	0	0	0	95	1,160	20	0	SP	Design, Installation & Partial Maintenance
88	429-051	SR 429 - Wekiva Parkway (Right of Way)	US 441	East of MI Plymouth Rd and NW to SR 46	-	New Expressway	0	47,654	0	8,497	648	0	0	0	SP / CF	Right of Way
Encumbered Total							69,718		0							
Unencumbered Total								50,740		10,469	2,738	1,815	60			
SUB-TOTALS (Page 2)							120,458		10,469	2,738	1,815	60				
TOTALS							127,746		12,821	7,374	5,666	2,304				

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Central Florida Expressway Authority
Five-Year Work Plan
Interchange Projects Summary

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SP CL	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded			
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22	
							E	U	E	U	U			U	U	
89	408-253G	SR 408/SR 417 Interchange (Phase II) Design-Build	SR 408/SR 417	Lake Underhill Road	-	Add Ramps, Mill and Resurface	0	39,760	0	39,760	0	0	0	0	SP	Construction
90	429-305	SR 429 / Schofield Road Interchange Landscaping	-	-	-	Landscaping	0	0	0	13	431	20	20	0	SP	Design, Installation & Maintenance
91	417-301C	SR 417 / Boggy Creek Road Interchange (Phase III) Landscaping	-	-	-	Landscaping	0	58	0	854	20	15	0	0	SP	Design, Installation & Maintenance
92	528-313	SR 528 / Innovation Way Interchange	Innovation Way	Aerospace Parkway	-	New Interchange	26,936	0	0	0	0	0	0	0	SP	Design-Build
93	408-312	SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	75,964	0	75,964	0	80,961	0	0	0	SP	Contribution & Corridor Consultant
94	-	SR 429 New Interchange Studies	-	-	-	Interchange Studies and Design	0	160	0	1,033	0	6,195	6,184	0	SP	Concept Study, Design & Construction
95	-	SR 528 / Innovation Way Landscaping	-	-	-	Landscaping	0	0	0	0	0	49	614	0	SP	Design, Installation & Partial Maintenance
Encumbered Total							102,900		75,964							
Unencumbered Total								39,978		41,660	81,421	6,279	6,818			
TOTALS							142,878		117,624		81,421	6,279	6,818			

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Central Florida Expressway Authority
Five-Year Work Plan
Facilities Projects Summary

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Proj #	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22
							E	U	E	U	U			U	U
96	-	Systemwide Toll Plaza Projects	-	-	-	Toll Plaza Projects	0	100	0	100	100	100	100	SP	Design & Construction
97	599-735	Systemwide Generator Replacements	-	-	-	Generator Replacement	315	391	0	0	0	0	0	SP	Construction
98	599-735	Systemwide Generator Replacement (SR 417 / 408 / 429)	-	-	-	Generator Replacement	0	36	0	7,140	0	0	0	SP	Design & Construction
99	599-735	Systemwide Generator Replacement (SR 429)	-	-	-	Generator Replacement	0	15	0	322	296	0	0	SP	Design & Construction
100	599-735	Systemwide Generator Replacements and Upgrades	-	-	-	Generator Replacements	0	0	0	0	0	184	189	SP	Design & Construction
101	599-732a	Systemwide AC Unit Replacement 408	-	-	-	Air Conditioner Replacements	10	297	0	297	0	0	0	SP	Design & Construction
102	599-732	Systemwide AC Unit Replacement 408 / 429 / 414	-	-	-	Air Conditioner Replacements	0	18	0	127	197	0	0	SP	Design & Construction
103	599-732	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	0	0	0	64	104	100	SP	Design & Construction
104	417-744	SR417 DC/Ramps Roof Replacement	-	-	-	Roof Replacements	0	467	0	0	0	0	0	SP	Design & Construction
105	-	SR408 Ramps Roof Replacement	-	-	-	Roof Replacements	0	260	0	230	0	0	0	SP	Design & Construction
106	-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	0	0	240	240	240	240	SP	Design & Construction
107	-	Systemwide UPS Replacements	-	-	-	UPS Replacements	0	110	0	110	110	110	110	SP	Installation
108	599-4130	HQ 3rd Floor Improvements	-	-	-	3rd Floor and Patio Improvements	0	850	0	0	0	0	0	SP	Building & Construction
109	-	Miscellaneous CFX Headquarters Improvements	-	-	-	Miscellaneous Projects	0	0	0	315	315	315	315	SP	Design & Construction
110	-	West District Facility	-	-	-	Operations Centers	0	110	0	1,762	0	0	0	SP	Design & Construction
111	-	McCoy Road Maintenance Yard	-	-	-	Operations Centers	0	387	0	652	0	0	0	SP	Design & Construction
Encumbered Total							325		0						
Unencumbered Total								3,053		6,304	1,330	1,059	1,054		
TOTALS							3,378		6,304	1,330	1,059	1,054			

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Transportation Technology Projects Summary

Line Item #	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22
							E	U	E	U	U			U	U
112	408-509	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	100	0	50	50	50	50	SP	Utility Adjustments
113	599-516	Regional ITS Partnership Projects	-	-	-	Regional ITS Partnership Projects	0	180	0	180	180	0	0	SP	Partnership Contributions
114	599-524	ITS Network Upgrade Phase II	-	-	-	Replicate Network Physical Architecture	0	155	0	1,869	0	0	0	SP	Installation
115	-	Wekiva Parkway CCTV Deployment Sections 2A, 2B & 2C	-	-	-	CCTV Cameras	0	316	0	979	969	0	0	SP	Design & Installation
116	-	Advanced Expressway Operations Performance Measures	-	-	-	Enhancements to ITS Data Analysis Systems	0	0	0	1,345	0	0	0	SP	Implementation
117	599-537	Supplemental DCS and CCTV Deployment	-	-	-	Deploy DCS and CCTV Cameras	0	1,970	0	5,200	0	0	0	SP	Design & Installation
118	599-526	Wrong-Way Driving Countermeasures	-	-	-	Wrong-Way Driving Countermeasures at selected ramps	0	1,717	0	1,724	0	0	0	SP	Installation
119	-	Transportation Technology Master Plan	-	-	-	Connected Vehicle Pilot Concept	0	200	0	0	0	0	0	SP	Concept
120	599-538	Geolocation of Field Utilities	-	-	-	Geolocation	0	135	0	0	0	0	0	SP	Implementation
121	-	Three-Line DMS Upgrade Program	-	-	-	Provide New Full-Color DMS roadway signs over 4 years on 4 miles.	0	343	0	3,760	3,868	3,968	3,689	SP	Design & Construction
122	-	Field Ethernet Switch Replacement	-	-	-	IT Network switches to support field deployment of DMS signs	0	153	0	157	161	165	170	SP	Implementation
123	-	Sunguide Virtual Server Environment	-	-	-	Furnish, Install, Test and Train	0	500	0	0	0	0	0	SP	Installation
124	-	Interchange Traffic Safety Improvements Pilot	-	-	-	Add warning devices to existing system interchange ramps	0	42	0	323	0	0	0	SP	Design & Construction
125	-	Security Cameras - Plazas, Ramps, and Service Centers	-	-	-	Security Cameras - Plazas, Ramps, and Service Centers	0	0	0	520	0	0	0	SP	Design & Construction
Encumbered Total							0		0						
Unencumbered Total								5,811		16,121	5,228	4,183	3,909		
TOTALS								5,811		16,121	5,228	4,183	3,909		

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Information Technology Projects Summary

FY	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *										Fund Source	Project Phases Funded	
			From	To	Length (miles)	Work Description	17/18		18/19		19/20		20/21		21/22				
							E	U	E	U	E	U	E	U	E	U			
126	599-902	Toll Collection System Upgrade	-	-	-	System Upgrade	30,757	0	17,668	0	3,569	0	0	0	0	0	SP	Implementation & Testing	
127	599-5330	Software - Hardware Replacements & Upgrades	-	-	-	Replacements & Upgrades	0	1,240	0	0	0	0	0	0	0	0	SP	Design & Implementation	
128	599-5320	E-PASS Update	-	-	-	E-PASS Update	0	9,202	0	6,958	3,482	0	0	0	0	0	SP	Design & Implementation	
129	-	Financial / Accounting Software Replacement	-	-	-	Acquire and config commercial off the shelf	0	595	0	82	0	0	0	0	0	0	SP	Design	
130	-	E-PASS Service Center Relocations and Buildout	-	-	-	Buildout of new space(s)	0	189	0	159	32	338	0	0	0	0	SP	Design & Construction	
131	-	Reload Lane Expansion Program	-	-	-	Additional Reload Lanes	0	171	0	0	0	0	0	0	0	0	SP	Design & Construction	
132	-	E-PASS Parking Initiatives	-	-	-	Develop / Install Airport E-PASS Parking	0	2,026	0	0	0	0	0	0	0	0	SP	Design & Implementation	
133	-	Third-Party Toll Technology Product and Services Testing	-	-	-	New Services Testing	0	200	0	300	300	200	0	0	0	0	SP	Support Services	
134	599-5310	eCommerce Mobile Application	-	-	-	Mobile Application	0	784	0	460	0	0	0	0	0	0	SP	Design & Implementation	
Encumbered Total							30,757		17,668										
Unencumbered Total								14,407		7,959	7,383	538	0						
TOTALS							45,164		25,627		7,383	538	0						

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Signing and Pavement Markings Summary

IS AC	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22
							E	U	E	U	U			U	U
135	599-626	Central Florida Expressway Authority Logo Replacement	-	-	-	Signing	1,700	0	0	0	0	0	0	SP	Bidding & Construction
136	428-6280	SR 408 Guide Sign Replacement	-	-	-	Signing	0	643	0	1,150	0	0	0	SP	Design & Construction
137	-	SR 417 Guide Sign Replacement	-	-	-	Signing	0	63	0	663	1,183	0	0	SP	Design & Construction
138	-	SR 414 Guide Sign Replacement	-	-	-	Signing	0	0	0	63	681	1,214	0	SP	Design & Construction
139	599-7360	Systemwide Miscellaneous Signing & Pavement Markings	-	-	-	Signing and Pavement Markings	0	105	0	105	105	180	180	SP	Design & Construction
Encumbered Total							1,700		0						
Unencumbered Total								812		1,981	1,969	1,394	180		
TOTALS							2,520			1,981	1,969	1,394	180		

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Renewal and Replacement Projects Summary (Page 1 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22
							E	U	E	U	U			U	U
140	-	SR 417 Resurfacing	SR 528	Carry Ford Rd.	4.2	Mill & Resurface	0	0	0	0	999	12,791	6,390	RR	Design & Construction
141	-	SR 417 Resurfacing	SR 408	SR 50	1.6	Mill & Resurface	0	0	0	0	454	8,609	0	RR	Design & Construction
142	429-739	SR 429 Resurfacing	Seidel Road	CR 535	8.4	Mill & Resurface	5,152	0	0	0	0	0	0	RR	Construction
143	-	SR 429 Resurfacing	CR 437A	US 451 / US 441 Interchange	2.0	Mill and Resurface	0	0	0	0	0	0	339	RR	Design
144	-	SR 451 Resurfacing	North of CR 437A Ramps	US 441	1.7	Mill and Resurface	0	0	0	0	0	264	5,090	RR	Design & Construction
145	-	SR 414 Resurfacing	SR 429	West of Keene Rd.	3.8	Mill & Resurface	0	0	0	910	11,608	5,829	0	RR	Design & Construction
146	-	SR 414 Resurfacing	West of Keene Rd.	US 441 (East)	3.1	Mill & Resurface	0	0	0	628	8,050	4,020	0	RR	Design & Construction
147	408-742	SR 408 Resurfacing	W SR 50	Ortman/Mercy Dr.	3.9	Mill & Resurface	0	4,774	0	12,942	0	0	0	RR	Partial Design & Construction
148	408-742	SR 408 Resurfacing	Ortman/Mercy Dr	I-4	3.2	Mill & Resurface	0	4,145	0	7,670	0	0	0	RR	Partial Design & Construction
149	-	SR 408 Resurfacing	East of I-4	Lake Underhill Bridge	1.8	Mill & Resurface	0	584	0	11,005	0	0	0	RR	Design & Construction
150	408-739	SR 408 Resurfacing	Lake Underhill Bridge	Yucatan Drive	1.8	Mill & Resurface	0	7,247	0	3,619	0	0	0	RR	Bidding & Construction
151	-	SR 408 Resurfacing	Yucatan Drive	SR 417	2.6	Mill & Resurface	0	734	0	9,407	4,694	0	0	RR	Design & Construction
152	-	SR 408 Resurfacing	East of Woodbury Rd.	North of SR 50 (East)	1.3	Mill & Resurface	0	0	0	0	0	235	4,420	RR	Design & Construction
153	-	SR 528 Resurfacing	SR 417	Innovation Way / SR 417 Interchange Way	5.8	Mill & Resurface	0	1,037	0	19,693	0	0	0	RR	Design & Construction
154	-	SR 528 Resurfacing	Innovation Way	East of Dallas Blvd.	6.7	Mill & Resurface	0	520	0	9,994	0	0	0	RR	Design & Construction
Encumbered Total							5,152		0						
Unencumbered Total								19,041		75,868	25,869	31,748	16,239		
SUB-TOTALS (Page 1)							24,193		75,868		25,869	31,748	16,239		

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Renewal and Replacement Projects Summary (Page 2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded			
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21		21/22
							E	U	E	U	U			U	U	
155	-	SR 528 Resurfacing	East of Dallas Blvd.	SR 520 (East)	7.6	Mill and Resurface	0	918	0	11,756	5,871	0	0	RR	Design & Construction	
156	-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	0	25	0	290	290	290	290	RR	Design & Construction	
157	-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	0	60	0	310	310	310	310	RR	Design & Construction	
158	-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	52	0	429	429	392	243	RR	Design & Construction	
159	599-7340	Systemwide Coatings SR 408	-	-	-	Painting & Inspections	0	5,219	0	0	0	0	0	RR	Design & Construction	
160	599-7340	Systemwide Coatings	-	-	-	Painting & Inspections	0	150	0	4,490	160	4,630	4,490	RR	Design & Construction	
161	599-7370	Systemwide Fence Projects	-	-	-	Fencing Replacement	0	275	0	275	275	275	275	RR	Construction	
162	-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Concrete Pavement Projects	0	17	0	110	110	110	110	RR	Design & Construction	
163	-	Systemwide Reflective Pavement Markers & Thermo Striping	-	-	-	RPM Replacement & Striping	0	25	0	135	180	185	140	RR	Design & Construction	
164	-	Systemwide Trailblazer Upgrades	-	-	-	Signaling Upgrades	0	620	0	615	1,085	620	645	RR	Design & Construction	
165	-	Systemwide Signing Replacement Projects	-	-	-	Signing Improvements	0	145	0	1,685	140	1,740	832	RR	Design & Construction	
166	599-5280	Traffic Management CCTV Upgrade	-	-	-	Migration to IP Traffic Management Cameras	0	151	0	155	159	163	0	RR	Implementation	
Encumbered Total							0		0							
Unencumbered Total								7,657		20,250	9,011	8,715	7,335			
SUB-TOTALS (Page 2)							7,657		20,250	9,011	8,715	7,335				
TOTALS							31,850		96,118	34,880	40,463	23,574				

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Central Florida Expressway Authority
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Landscape Projects Summary

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Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	17/18		18/19		19/20			20/21	21/22
							E	U	E	U	U			U	U
167	-	Systemwide Discretionary Landscape Projects	-	-	-	Landscaping	0	810	0	805	1,435	810	805	SP	Design & Construction
						Encumbered Total	0		0						
						Unencumbered Total		810		805	1,435	810	805		
						TOTALS	810		805		1,435	810	805		

* Construction costs escalated at 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021 and 2.7% for FY 2022. In general, all other costs escalated at an average of 2.6% per year.
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Non-System Projects Summary

Project Number 168	Project Name Collected Road Resurfacing	Project Description		Project Cost (Thousands \$) by Fiscal Year *												Project Phase Ended
		From	To	17/18		18/19		19/20		20/21		21/22		Fund Source		
		Loc Vise	Nonroad Road	E	U	E	U	E	U	E	U	E	U			
			0.9	Mill & Resurface	715	0	0	690	0	0	0	0	0	0	NSP	Construction
				Encumbered Total	715											
				Unencumbered Total				690								
				TOTALS	715			690	0	0	0	0	0			

* Construction costs escalated at 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021 and 2.7% for FY 2022. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs