

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
September 8, 2016  
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 AUGUST 11, 2016 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. **APPROVAL OF THE TWENTY-FIRST SUPPLEMENTAL BOND RESOLUTION AND SUPPORTING DOCUMENTS FOR THE ISSUANCE OF THE 2016B AND 2016C REFUNDING REVENUE BONDS** – *Lisa Lumbar, Chief Financial Officer* (action item)
2. **SATISFACTION OF OUTSTANDING LEASE-PURCHASE AGREEMENT BALANCE** – *Lisa Lumbar, Chief Financial Officer* (action item)

3. **APPROVAL OF INTERLOCAL AGREEMENT WITH OSCEOLA COUNTY, OSCEOLA COUNTY EXPRESSWAY AUTHORITY AND CFX** – *Laura Kelley, Executive Director* (action item)
4. **RECOMMENDATION FOR GENERAL COUNSEL QUARTERLY REPORTS TO BOARD** – *Jay Madara, Board Member* (action item)
5. **CFX MULTIMODAL INVESTMENT ASSESSMENT PRESENTATION** – *Stephen Reich, Center for Urban Transportation Research (CUTR), University of South Florida* (info. item)
6. **MAINTENANCE DEPARTMENT PRESENTATION** – *Claude Miller, Director of Maintenance* (info. item)

## G. BOARD MEMBER COMMENT

## H. ADJOURNMENT

This meeting is open to the public.

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

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

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



**D.**

**Consent Agenda**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA

September 8, 2016

### CONSTRUCTION

1. Approval of Construction Contract Modifications on the following contracts:

a) Contract No. 429-204	Southland Construction, Inc.	\$1,059,386.88
b) Contract No. 599-738	Air Mechanical & Service Corp.	(\$17,655.36)
c) Contract No. 253F	Lane Construction Corp.	\$48,839.47
d) Contract No. 599-729	United Signs & Signals, Inc.	(\$2,932.62)
2. Authorization to award contract to Traffic Control Devices, Inc. for Systemwide E-PASS Signage Improvements – Contract No. 001203/Project No. 599-624 (Agreement Value: \$351,900)
3. Authorization to advertise for construction bids for Systemwide Logo Panel Replacement & Service Signage – Project No. 599-626/Contract No. 001238

### ENGINEERING

4. Approval of Supplemental Agreement No. 7 with URS Corporation Southern for S.R. 408/S.R. 417 Ultimate Interchange Improvements – Project No. 253F/Contract No. 000818 (Agreement Value: \$79,270.88)
5. Approval of Supplemental Agreement No. 1 with Metric Engineering, Inc. for S.R. 408 Eastern Extension PD&E Study – Project No. 408-254/Contract No. 001064 (Agreement Value: Not-to-Exceed \$1,000,000)

### INFORMATION TECHNOLOGY (IT)

6. Approval of contract renewal with 4 Corner Resources LLC for Information Technology Services – Contract No. 000895 (Agreement Value: \$450,000)
7. Approval of Purchase Order to Oracle for Software Update Licenses and Support (Purchase Order amount: \$61,103.08)

### LEGAL

8. Acceptance of Special Warranty Deed from Emerson Point Phase II and grant of Quitclaim Deed from CFX to City of Apopka as part of Marden Road/SR 414 Interchange Project
9. Approval of Joint Motion for Stipulated Final Judgement for the taking of Parcels 827 and 727 (Joint Motion in the amount of \$29,480, resolving all claims for compensation)

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MAINTENANCE

10. Approval of contract renewal with Groundtek of Central Florida, LLC for Landscape Maintenance Services – Contract No. 000965 (Agreement Value: \$1,928,234.82)

## OPERATIONS

11. Approval of Maintenance Agreement with Avaya for CFX Voice Messaging and Call Center Telephone Maintenance and Support Service – Contract No. 001226 (Agreement Value: \$94,215.60)
12. Approval of Resolution Adopting and Approving a Fiber Optic Network Connection Policy

## **CONSENT AGENDA ITEM**

**#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

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

DATE: August 22, 2016

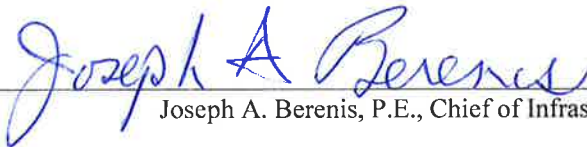
SUBJECT: Consent Agenda  
Construction Contract Modifications

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

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) September 2016	Total Amount (\$) to Date*	Time Increase or Decrease
429-204	Southland Construction, Inc.	SR 429 Systems Interchange	\$ 79,625,302.60	\$ -	\$ 1,059,386.88	\$ 80,684,689.48	0
599-738	Air Mechanical & Service Corp.	HQ Building Computer Room HVAC & UPS Upgrades	\$ 455,836.00	\$ 95,092.01	\$ (17,655.36)	\$ 533,272.65	0
253F	Lane Construction Corp.	SR 408/SR 417 Interchange Improvements Phase I	\$ 36,744,623.00	\$ (764,747.99)	\$ 48,839.47	\$ 36,028,714.48	0
599-729	United Signs & Signals, Inc.	SR 408, SR 417 & SR 429 Guide Sign Improvements	\$ 735,801.83	\$ 12,238.40	\$ (2,932.62)	\$ 745,107.61	0
TOTAL					\$ 1,087,638.37		

\* Includes Requested Amount for current month.

Reviewed By:



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

**Contract 429-204: SR 429 Systems Interchange**  
**Southland Construction, Inc.**  
**SA 429-204-0916-01**

**Increase of Prestressed Concrete Pile Quantity**

This change is required by the terms of the Contract and is directly attributable to the subsurface conditions encountered while constructing the deep foundations for the bridge structures on this project. Additional linear footage of prestressed concrete piling was required for both test and production piles due to significant variability in the subsurface geotechnical conditions encountered at all bridges. Although the contract established 59,161 lineal feet of production piling, the test pile program identified the requirement for longer production pile lengths resulting in an additional quantity of 7,844 linear feet. As a separate issue, the compensation for preforming the pile pilot hole when dictated by subsurface conditions is not included in the Contract amount. Contract specifications provide that the preforming of pile pilot holes are to be paid per linear foot as a percentage of the piling contract pay item. As such, an additional 7,134 linear feet of the concrete piling pay item and 567 linear feet of the test pile pay item is required to compensate the Contractor for this work in accordance with the Contract. There is no time impact as a result of these additional quantities.

**INCREASE THE FOLLOWING ITEMS:**

Prestressed Concrete Piling, 18" Square	\$ 944,512.68
Test Piles-Prestressed Concrete Piling, 18" Square	\$ 114,874.20
	<u>\$ 1,059,386.88</u>

<b><u>TOTAL AMOUNT FOR PROJECT 429-204</u></b>	<b><u>\$ 1,059,386.88</u></b>
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**Contract 599-738: HQ Building Computer Room HVAC & UPS Upgrades**  
**Air Mechanical & Service Corp.**  
**SA 599-738-0916-03**

Adjustments for Contract Items

The Central Florida Expressway Authority wishes to reduce the amount of the Contract for unused portion of the allowances that were contained in the Contract.

DECREASE THE FOLLOWING ITEMS:

Work Order Allowance	\$ (12,655.36)
Allowance for Disputes Review Board	\$ (5,000.00)
	\$ (17,655.36)

<b><u>TOTAL AMOUNT FOR PROJECT 599-738</u></b>	<b><u>\$ (17,655.36)</u></b>
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**Contract 253F: SR 408/SR 417 Interchange Improvements Phase I**  
**Lane Construction Corp.**  
**SA 253F-0916-02**

Additional Paving in Traffic Control Plan Phase 1 Stage 1B

Traffic Control Plan Phase 1 Stage 1B required additional milling and resurfacing to provide the necessary grade transitions for acceptable ride quality in the gore areas and to cover existing rumble strips and flatten the shoulder cross slope to match the existing travel lanes.

ADD THE FOLLOWING ITEM:

Additional Paving for Phase 1 Stage 1B	\$	48,839.47
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Incorporate Updated Contract Provisions

Incorporate the provisions outlined by FDOT District Construction Engineer Memo 22-15 into the contract. This memo updates and modifies the FM 1-T 166 test method. Additionally, incorporate the provisions outlined by 2015 FDOT Specification 200-7.2.3 into the contract allowing an adjustment in the point of material sampling embankment and base material.

<b><u>TOTAL AMOUNT FOR PROJECT 253F</u></b>	<b>\$</b>	<b><u>48,839.47</u></b>
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**Contract 599-729: SR 408, SR 417 & SR 426 Guide Sign Improvements**  
**United Signs & Signals, Inc.**  
**SA 599-729-0916-02**

Adjustments for Contract Items

The Central Florida Expressway Authority wishes to reduce the amount of the Contract for unused portion of the allowances that were contained in the Contract.

DECREASE THE FOLLOWING ITEMS:

Allowance for Disputes Review Board	\$	(3,000.00)
Work Order Allowance	\$	(4,417.85)
	\$	(7,417.85)

Prepare Luminaires for Painting

The Central Florida Expressway Authority wishes to include the additional surface preparation work required to prepare galvanized sign luminaire arms and mounting hardware for coating. This cost includes the additional maintenance of traffic associated with this work.

ADD THE FOLLOWING ITEM:

Prepare Surface of Monotube Sign Hangers & Mounting Hardware	\$	4,485.23
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<b><u>TOTAL AMOUNT FOR PROJECT 599-729</u></b>	<b>\$</b>	<b><u>(2,932.62)</u></b>
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## **CONSENT AGENDA ITEM**

**#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 17, 2016

RE: Authorization to Award Contract to  
Traffic Control Devices, Inc. for Systemwide E-PASS Signage Improvements  
Project No. 599-624; Contract No. 001203

The Board approved on May 12, 2016 authorization to advertise for this project. An Invitation to Bid for the referenced project ran in the Orlando Sentinel on July 3, 2016. Responses to the Invitation were received from three (3) contractors by the August 8, 2016 deadline for submittal of bids.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Traffic Control Devices, Inc.	\$351,900.00
2. Traffic Control Products of FL., Inc.	\$411,001.00
3. United Signs and Signals, Inc.	\$489,953.13

The Engineer's Estimate for this project is \$635,050.00

The Engineer of Record for project 599-624 has reviewed the low bid submitted by Traffic Control Devices, Inc. and it is approximately 44.6% below the Engineer's Estimate and, therefore, exceeds the generally accepted tolerance of 25%. The Engineer of Record further identified two (2) unbalanced bid items during their review of the bid tabulation.


Following a specific review of the bid tabulation, it was determined that the quantities called for in the Bid Form are correct. In addition, price uniformity between all of the bids received shows that the Engineer's Estimate significantly overestimated the unit price for the two (2) Pay Items identified as unbalanced bid items by the Engineer of Record: 700-3-205 (Sign Panel, Furnish & Install, Overhead Mount, 51-100 SF) and 700-48-33 (Sign Panels, Overlay, 201-300 SF).

A comparison of the Engineer's Estimate revised by substituting the average total price from all bidders for the two (2) Pay Items above against Traffic Control Devices, Inc.'s bid results in the low bid falling within the 25% tolerance threshold.

The Procurement Department has evaluated the bids and has determined the bid from Traffic Control Devices, Inc. to be responsible and responsive to the bidding requirements. Award of the contract to Traffic Control Devices, Inc. in the amount of \$351,900.00 is recommended.

This project is part of the current Five-Year Work Plan.

Reviewed by:

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT  
SYSTEMWIDE E-PASS SIGNAGE IMPROVEMENTS  
CONTRACT NO. 001203**

This Contract No. 001203 (the "Contract"), made this 8th day of September , 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Traffic control Devices, Inc., of \_\_\_\_\_, Orlando, Florida 32806, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned 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 (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Contract No. 001203, Systemwide E-Pass Signage Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be \_\_\_ calendar days. The Contract Amount is \$351,900.00. This Contract was awarded by the CFX's Board of Directors at its meeting on September 8, 2016.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Plans,
4. The Technical Specifications,
5. The Special Provisions
5. The General Conditions, and
6. The Proposal.

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

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

DATE: \_\_\_\_\_

CONTRACTOR

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

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

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_ (Seal)

DATE: \_\_\_\_\_

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_


## **CONSENT AGENDA ITEM**

**#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2016

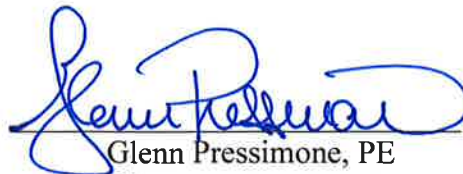
SUBJECT: Authorization to Advertise for Construction Bids  
Systemwide Logo Panel Replacement & Service Signage  
Project No. 599-626, Contract No. 001238

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Board authorization is requested to advertise for construction bids for the Systemwide Logo Panel Replacement and Service Signage, Project No. 599-626. This project consists of replacing the Expressway Authority logo with the CFX logo panels (generally located on route confirmation markers, bridges and at jurisdictional limits) and installing signage throughout the System to enhance customer service.

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

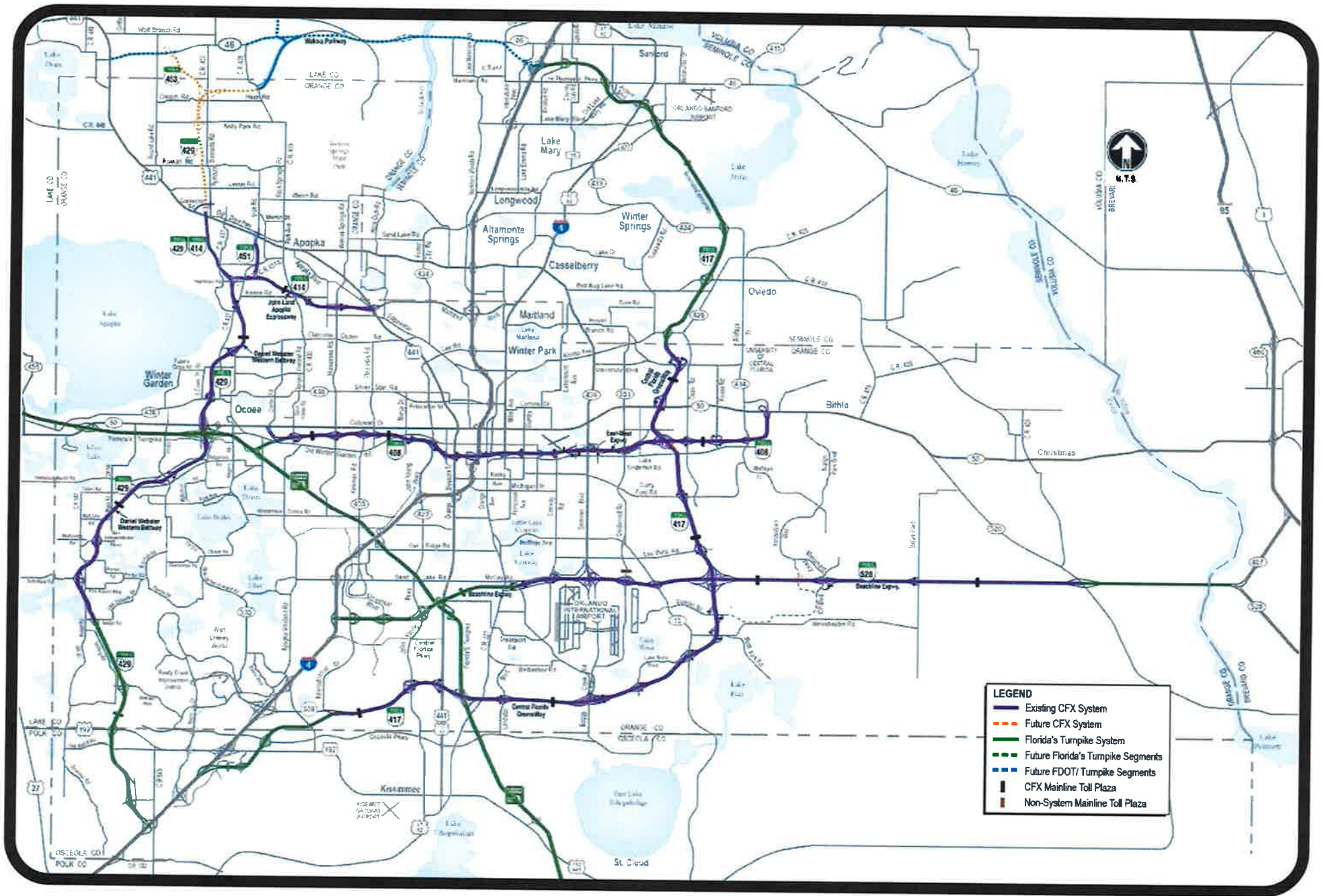
Reviewed by:




Glenn Pressimone, PE  
Director of Engineering








Project Location Map for  
Systemwide Logo Panel Replacement & Service Signage



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY




## **CONSENT AGENDA ITEM**

**#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2016

SUBJECT: Authorization for Approval of Supplemental Agreement No. 7  
SR 408 / SR 417 Ultimate Interchange Improvements  
Project 253F, Contract No. 000818

Board approval is requested for Supplemental Agreement No. 7 with URS Corporation Southern in the not-to-exceed amount of \$79,270.88.

The design for Project 253F began in January 2012 and was placed on hold at the 100% plans stage in June 2013 awaiting funding to move forward into the construction phase. The FY 2015 to FY 2019 Five-Year Work Plan (adopted in September 2014) provided funding for a phased construction approach for this project. In November 2014, efforts began to prepare a final set of design documents for the Phase 1 construction project. Phase 1 design plans were complete in October 2015 and construction of Phase 1 is currently underway. The FY 2017 to FY 2021 Five-Year Work Plan (adopted in May 2016) includes funding for completion of the Phase 2 final design plans and construction. Phase 2 construction is the final phase of work associated with the S.R. 408 / S.R. 417 Ultimate Interchange Improvements, Project 253F.

The scope of work contemplated in this Supplemental Agreement consists of preparation of a Design-Build Criteria Package for use in advertising Phase 2 construction as a Design-Build project. The Phase 2 project includes the interchange ramps and bridges for the following movements: westbound S.R. 408 to southbound S.R. 417, eastbound S.R. 408 to southbound S.R. 417, northbound S.R. 417 to westbound S.R. 408 and southbound S.R. 417 to eastbound S.R. 408.

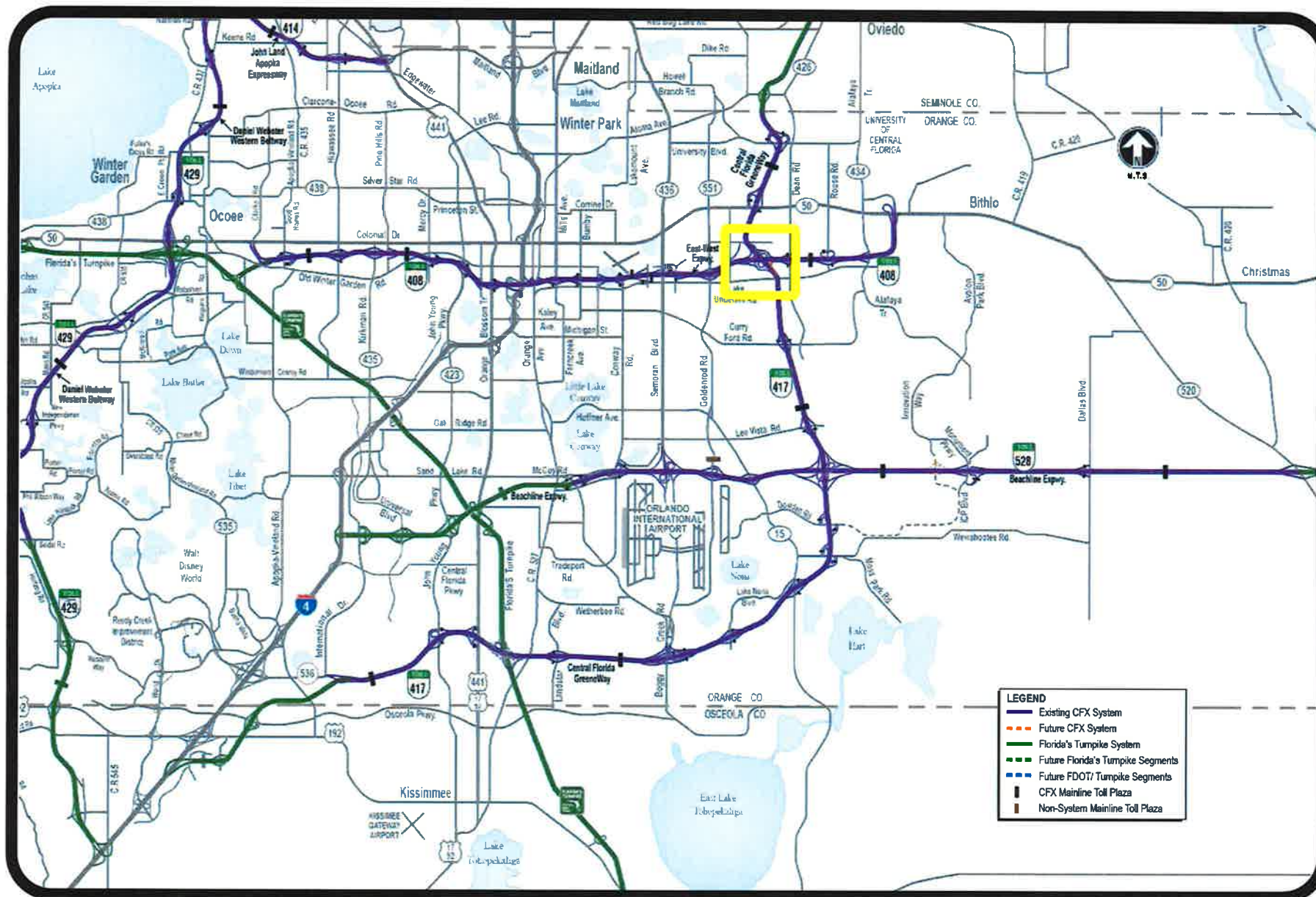
This Supplemental Agreement No. 7 will be a continuation of an agreement previously approved. (Original Agreement dated November 11, 2011)

Original Contract Amount	\$5,000,000.00
Supplemental Agreement No. 1	\$550,000.00
Supplemental Agreement No. 2	\$0.00
Supplemental Agreement No. 3	\$259,048.79
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$0.00
Supplemental Agreement No. 6 (Phase 1 Post Design)	\$361,091.19
Supplemental Agreement No. 7	<u>\$79,270.88</u>
Total Revised Contract Amount	\$6,249,410.86

Reviewed by:   
Glenn Pressimone, PE  
Director of Engineering

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





Project Location Map for  
SR 408 / SR 417 Ultimate Interchange Improvements (Phase 2)(253F)

**SUPPLEMENTAL AGREEMENT NO. 7**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**  
**SR 408 / SR 417 ULTIMATE INTERCHANGE IMPROVEMENTS**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of URS CORPORATION SOUTHERN. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th Day of November 2011, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S August 23, 2016 correspondence to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary related costs are adjusted upwards by \$66,765.37 to \$3,631,843.44.
  - b. Direct Expenses remain unchanged at \$108,894.65.
  - c. The Field Survey costs remain unchanged at \$173,943.53.
  - d. The Subcontract Items are adjusted upward by \$12,505.51 to \$1,973,638.05.

• Ardaman & Associates	\$3,015.24
• RS&H	\$5,079.70
• WBQ	\$4,410.57
  - e. The Allowance remains unchanged at \$0.
  - f. The total Maximum Limiting Amount is increased by \$79,270.88 to \$5,888,319.67.
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this

Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attest: \_\_\_\_\_  
Assistant Secretary

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

URS CORPORATION SOUTHERN

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

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

Approved as to form and execution only.

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



Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 408/ S.R. 417 ULTIMATE INTERCHANGE IMPROVEMENTS

CONTRACT SUPPLEMENT NO. 7

PROJECT NO. 253F

ORANGE COUNTY, FLORIDA

August 23, 2016

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## 1.0 GENERAL

### 1.02 Description

The services to be provided under this Contract Amendment are to develop an Request For Proposal (RFP) to procure a Design-Build Firm for the design and construction of Phase 2 of the S.R. 408 / S.R. 417 ultimate interchange improvements. This is expected to be a Low Bid Design-Build selection.

## 4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

### 4.13 Structures Design

#### 1. Development of signed and sealed Structure plans for Ramp A, Ramp A/D1 and Ramp C.

The Consultant shall re-package, renumber sheets, change sheet border references to reflect the new name of CFX, and provide CFX signed and sealed structure plans for the proposed concrete U-beam Ramp A, Ramp A/D1 and Ramp C bridges. Some plan notes will be revised to reflect lessons learned from the Boggy Creek project. Lessons learned that would result in changes to the analysis or detailing are excluded from the plans but can be incorporated into the RFP. The design is according to the January 2013 FDOT Structures Manual, and no modifications or updates will be made based on requirements of more recent Design codes.

### 4.25 RFP Development

#### 1. Data Collection

The Consultant shall meet with CFX's Project Manager to review available information on the project, including but not limited to, existing plans, geotechnical information, permits, typical sections, pavement design, design calculations, and other pertinent information. This information shall be used as the basis for the development of the RFP package. The Consultant shall meet with CFX's Project Manager, other appropriate technical staff to determine the critical elements of the project, specifically those elements that should not be revised by the Design-Build Firm.

#### 2. Request for Proposal (RFP) Boilerplate Review

CFX will obtain the latest version of the Low-Bid Request for Proposal boilerplate document from Florida Department of Transportation (FDOT) State Construction Office. Consultant shall review the boilerplate and suggest edits to reflect the requirements of a Design-Build procurement by CFX. The review and edits will focus on elements of the RFP

boilerplate where CFX may vary from FDOT practices. Elements include but are not limited to the Schedule of Events, Submittals, Technical Proposals, FHWA involvement, and specifications. The edited Boilerplate will be reviewed with CFX staff for concurrence prior to incorporating project specific criteria and constraints.

The Consultant shall also work with CFX to define those items in the design that may or may not be changed by the Design-Build Firm, including the definition of the specific design criteria and requirements to be included for the roadway, bridges, drainage, signing, pavement markings, lighting, ITS, and other major project elements. It is anticipated that this may involve a series of meetings with various engineering and construction staff of CFX and their consultants to fully vet the project requirements.

**3. Develop Draft Project Request for Proposal**

The Consultant shall prepare a draft Request for Proposal for the Project. The package will be prepared using the modified RFP boilerplate described in Task 2 above. Project specific elements for the design and construction of the S.R. 408 / S.R. 417 ultimate interchange improvements will be included in the draft RFP. The Consultant shall work closely with CFX in establishing the time line for the project as well as the definition of the risks to be assumed by the Design-Build Firm and the risks to be assumed by CFX.

**4. Review Draft RFP with CFX**

The Consultant shall review the draft RFP with representatives of CFX. Comments shall be received, reviewed and concurrence achieved.

**5. Review of Design-Build General Specifications**

The Consultant shall review the General Specifications for the S.R. 408 / S.R. 417 ultimate interchange improvements Design-Build project prepared by CFX. The review of the project General Specifications will ensure the RFP and General specifications are compatible and consistent with a Design-Build construction contract.

**6. Prepare Final Draft RFP Document**

The Consultant shall update the Draft RFP document to incorporate the comments from CFX. The Final Draft RFP document will be submitted to CFX for review and concurrence and will include a complete list of Attachments and available Reference Documents. Upon concurrence the Final Draft RFP document will be submitted to CFX to be included with the project advertisement.

**7. Prepare Final RFP Package**

The Consultant shall update the Final Draft RFP document to incorporate any comments received from CFX. The Final RFP package will be submitted to CFX with the appropriate

Attachments and Reference Documents for distribution to the shortlisted Design-Build Firms. The final submittal shall be in electronic format on CD or DVD to contain all required information.

**8. Advertisement Support**

The Consultant shall support CFX during the advertisement period. This support shall include, but not be limited to, assisting CFX staff responding to questions from potential Design-Build Firms, preparation of RFP Addenda, and other assignments as identified by CFX staff.

**7.00 ADMINISTRATION**

7.01 Project Control – The Consultant shall provide project control services for an estimated three (3) months contract time.

**C. SERVICES TO BE PROVIDED BY CFX**

The following services will be provided by CFX to assist The Consultant in the completion of the assigned tasks:

1. Attendance at project meetings.
2. Assistance in obtaining information from other CFX consultants.
3. Obtain latest version of Low Bid Design Build RFP from FDOT State Construction Office.
4. Review of the draft and final documents.
5. Concurrence on comments on the submittals.
6. Concurrence on risk elements and project schedule.
- 7.
8. Development of construction specifications for the Design-Build Project

**D. LENGTH OF SERVICES**

The beginning date of the services shall be the date of authorization for this work order. The services shall be completed by December 31, 2016.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: 253F

DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)

URS Corporation  
CFX Contract No.: 000818

## SUMMARY FEE SHEET

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Deputy PM	Senior Engineer	Engineer	Sr. Roadway Technician	Roadway Technician	Clerical	Classification 8	Classification 9	Classification 10	Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
407	Pavement Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
410	Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
412	Roadway Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
413	Structures Design	6	19	47	47	47	19	4	0	0	0	189	\$9,212.26	\$48.86
414	Drainage Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
416	Traffic Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
417 & 418	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
421	Special Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
424	Post Design Services	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
425	RFP Development	98	98	92	33	0	0	6	0	0	0	327	\$22,590.03	\$69.08
700	Administration	14	4	4	7	2	0	5	0	0	0	36	\$2,325.13	\$64.59
<b>TOTAL MANHOURS</b>		<b>118</b>	<b>121</b>	<b>143</b>	<b>87</b>	<b>49</b>	<b>19</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>552</b>		
<b>WAGE RATES</b>		<b>\$93.60</b>	<b>\$61.88</b>	<b>\$63.88</b>	<b>\$38.91</b>	<b>\$39.66</b>	<b>\$35.06</b>	<b>\$32.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>		
<b>TOTAL DIRECT COSTS</b>		<b>\$11,044.80</b>	<b>\$7,487.40</b>	<b>\$9,134.84</b>	<b>\$3,385.17</b>	<b>\$1,943.34</b>	<b>\$666.14</b>	<b>\$480.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>\$34,141.77</b>	

## Salary Related Costs

Total Activity Salary Costs		\$34,141.77
Overhead Activities	124.82%	\$42,615.76
<b>Subtotal Salary Related Costs (Limiting Amount)</b>		<b>\$76,757.53</b>

<b>Operating Margin (Fixed Fee)</b>	<b>12.00%</b>	<b>\$9,210.90</b>
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## Expenses

Direct Reimbursables (Out-of-Pocket)		\$0.00
Permit Fees		\$0.00
<b>Subtotal Expenses (Lump Sum)</b>		<b>\$0.00</b>

<b>AECOM Total</b>		<b>\$85,968.43</b>
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## Remaining Contract Funds

URS Corporation		\$19,203.06
		<b>\$66,765.37</b>

## Subconsultants

Design Survey (URS)		\$0.00
Ardaman & Associates		\$3,015.24
Nadic Engineering Services		\$0.00
RS&H		\$5,079.70
Stantec (Formerly C3TS)		\$0.00
WBQ		\$4,410.57
Southeastern Survey		\$0.00
<b>Subtotal Subconsultants (Limiting Amount)</b>		<b>\$12,505.51</b>

<b>GRAND TOTAL (Maximum Limiting Amount)</b>		<b>\$79,270.88</b>
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY						URS Corporation	
Project Number: 253F						CFX Contract No.: 000818	
DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)							
Orange County							
HIGHWAY TASK LIST							
RFP Development							
Section 425							
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Data Collection	LS	1	36	N/A	36		Update/catalogue project reports and calculations per discipline; Catalogue CADD Files
2. RFP Boilerplate Review	LS	1	40	N/A	40		
3. Develop Draft Project RFP	LS	1	72	N/A	72		
4. Review Draft project RFP with the Authority	LS	1	16	N/A	16		Meeting with CFX - 4 people x 4 hour meeting (includes Travel)
5. Review Design-Build General Specifications	LS	1	16	N/A	16		Prepared by Authority for D-B construction contract; AECOM to review for compaibility with RFP
6. Prepare Final Draft RFP	LS	1	22	N/A	22		
7. Prepare Final RFP Package	LS	1	22	N/A	22		Package all reference documents and attachments; Final Edits to RFP
8. Advertisement Support	LS	1	72	N/A	72		Pre-Proposal Meeting and Agenda prep; Respond to bid questions; Develop RFP Addenda as necessary Estimate 40
SUBTOTAL				0	296	0	
9. Quality Control	5%	1	N/A	N/A	15		
10. Supervision	5%	1	N/A	N/A	16		
11. Field Review	EA			N/A	0		
12. Progress Meeting	EA		TBN	N/A	0		
TOTAL				0	327	0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY							URS Corporation
Project Number: 253F							CFX Contract No.: 000818
DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)							
Orange County							
HIGHWAY TASK LIST							
Administration							
Section 700							
Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Project Control	LS	1	36	N/A	36		3 month contract extension - 3 hrs per week.
2. Work Progress	EA			N/A	0		
3. Schedule	LS			N/A	0		
4. Correspondence	LS			N/A	0		
5. Quality Control	LS			N/A			
6. Initial Site Visit	LS			N/A	0		
7. Project Procedures Manual	LS			N/A	0		
8. Bid Package	LS			N/A	0		
TOTAL							0 36 0



CENTRAL FLORIDA EXPRESSWAY AUTHORITY							URS Corporation				
Project Number: 253F							CFX Contract No.: 000818				
DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)											
Orange County											
Structure Design Section 413											
Task No.	Task	Units	Design and Production Staff Hours				Comments				
			No. of Units	Hours per Unit	No. of Sheets	Total					
	General Drawings										
1	Index of Drawings	Sheet	7	1	7	7	Edit 7 sheets including key sheet				
2	Project Layout	Sheet	1	2	1	2	Edit sheet for Phase 2				
3	General Notes and Bid Item Notes	Sheet	4	2	4	8	Update notes for Phase 2 and remove notes that apply only to Phase 1.				
3a	U-Beam General Notes and Bid Item Notes	Sheet									
4	Incorporate FDOT Standards	Sheet									
4a	Develop U-Beam Standards & Drawings	Sheet									
5	Incorporate Report of Core Borings	Sheet									
6	Existing Bridge Plans	LS									
7	Computation Book and Quantities	LS									
8	Cost Estimates	LS									
9	Miscellaneous Structure Details	Sheet									
10	Technical Special Provisions	LS	1	16	N/A	16	Edit and update for Phase 2 (12hrs). Revise U-Beam provisions for lessons learned (24hrs)				
Structures - Miscellaneous Tasks & Drawings Subtotals					12	33					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10.1	Bridge 1: SR 417 NB over Lake Underhill										
10.2	Bridge 2: SR 417 SB over Lake Underhill										
10.3	Bridge 3: SR 417 NB over Econ Trail										
10.4	Bridge 4: SR 417 SB over Econ Trail										
10.5	Bridge 5: Ramp C over Econ Trail										
10.6	Bridge 6: Ramp E over SR 408										
10.7	Bridge 7: Ramp C Flyover (Concrete)	67					67				
10.8	Bridge 8: Ramp A Flyover (Concrete)	31					31				
10.9	Bridge 9: Ramp D (Concrete)										
10.10	Bridge 10: Ramp A/D1 (Concrete)	40					40				
10.11	Bridge 11:										
10.12	Bridge 12:										
10.13a	Retaining Walls @ Bridges									0	
10.13b	Retaining Walls along Roadway									0	
10.14	Miscellaneous Structures										0
10.15	Conceptual Analysis/Study Phase	0									
Structures Technical Subtotals		138	0	0	0	0	138	0	0	0	0
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
11	Field Reviews	LS									
12	Technical Meetings	LS									
13	Quality Assurance / Quality Control	LS	%	5%	9						
14	Independent Peer Review	LS	%	0%	0						
15	Supervision	LS	%	5%	9						
Structures Non-Technical Subtotals					18						
16	Coordination	LS	%	0%	0						
Structures - Miscellaneous Tasks & Drawings, Non-Technical, & Coordination Totals					189						

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY****URS Corporation****Project Number: 253F****CFX Contract No.: 000818****DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)****Orange County****Structure Design****Section 413****Bridge 7: Ramp C Flyover (Concrete)**

Task No.	Task	Unit	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
<b>General Layout Design and Plans</b>							
13.1	Overall Bridge Final Geometry	LS				0	
13.2	Expansion/Contraction Analysis	EA Unit				0	
13.3	General Plan and Elevation	Sheet	5	2	5	10	
13.4	Construction Staging	Sheet	6	1	6	6	
13.5	Approach Slab Plan and Details	Sheet				0	
13.6	Miscellaneous Details(Phase 2 Plan Sheets General Revisions)	Sheet	110	0.2703	110	30	
<b>End Bent Design and Plans</b>							
13.7	End Bent Geometry	EA				0	
13.8	Wingwall Design and Geometry	EA Bent				0	
13.9	End Bent Structural Design	EA				0	
13.10	End Bent Plan and Elevation	Sheet	2	3	2	6	
13.11	End Bent Details	Sheet	2	3	2	6	
<b>Intermediate Bent Design and Plans</b>							
13.12	Bent Geometry	EA Bent				0	
13.13	Bent Stability Analysis	EA				0	
13.14	Bent Structural Design	EA				0	
13.15	Bent Plan and Elevation	Sheet				0	
13.16	Bent Details	Sheet				0	
<b>Pier Design and Plans</b>							
13.17	Pier Geometry	EA Pier				0	
13.18	Pier Stability Analysis	EA				0	
13.19	Pier Structural Design	EA				0	
13.20	Pier Plan and Elevation	Sheet				0	
13.21	Pier Details	Sheet				0	
<b>Misc. Substructure Design and Plans</b>							
13.22	Foundation Layout	Sheet	3	3	3	9	Revise for Phase 2, include Pile Notes & Table
13.23	Fender System	LS	0	0		0	
<b>Superstructure Deck Design and Plans</b>							
13.24	Finish Grade Elevation (FGL) Calculation	LS				0	
13.25	Finish Grade Elevations	Sheet				0	
13.26	Bridge Deck Design	EA				0	
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit				0	
13.28	Superstructure Plan	Sheet				0	
13.29	Superstructure Section	Sheet				0	
13.30	Miscellaneous Bridge Deck Details	Sheet				0	
<b>Reinforcing Bar Lists</b>							
13.31	Reinforcing Bar List	Sheet	0	0	0	0	
<b>Continuous Concrete Girder Design</b>							
<b>Longitudinal Analysis</b>							
13.33	Section Properties	LS	0	0		0	
13.34	Material Properties	LS	0	0		0	
13.35	Construction Sequence	EA Unit	0	0		0	
13.36	Tendon Layouts	EA Unit	0	0		0	
13.37	Live Load Analysis	EA Unit	0	0		0	
13.38	Temperature Gradient	EA Unit				0	
13.39	Time Dependent Analysis	EA Unit	0	0		0	
13.40	Stress Summary	EA Unit	0	0		0	
13.41	Ultimate Moments	EA Unit	0	0		0	
13.42	Ultimate Shear	EA Unit	0	0		0	
13.43	Construction Loading	EA Unit	0	0		0	
13.44	Framing Plan	Sheet				0	
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet				0	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY					URS Corporation		
Project Number: 253F					CFX Contract No.: 000818		
DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)							
Orange County							
Structure Design							
Section 413							
Bridge 7: Ramp C Flyover (Concrete)							
Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.46	Girder Details	Sheet				0	
13.47	Splice Details	Sheet	0	0	0	0	
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Beam	0	0		0	
13.50	Prestressed Beam Schedules	Sheet	0	0	0	0	
13.51	Framing Plan	Sheet	0	0	0	0	
Load Rating							
13.52	Load Rating	EA Unit			1	0	
13. Structures-Mld Span Concrete Total					129	67	



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY							URS Corporation
Project Number: 253F							CFX Contract No.: 000818
DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)							
Orange County							
Structure Design							
Section 413							
Bridge 8: Ramp A Flyover (Concrete)							
Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS		0		0	
13.2	Expansion/Contraction Analysis	EA Unit				0	
13.3	General Plan and Elevation	Sheet	0	0	0	0	0
13.4	Construction Staging	Sheet				0	
13.5	Approach Slab Plan and Details	Sheet				0	
13.6	Miscellaneous Details(Phase 2 Plan Sheets General Revisions)	Sheet	114	0.2703	114	31	Revise border and logo and assemble bridge plan set of 114 sheets
End Bent Design and Plans							
13.7	End Bent Geometry	EA				0	
13.8	Wingwall Design and Geometry	EA Bent				0	
13.9	End Bent Structural Design	EA				0	
13.10	End Bent Plan and Elevation	Sheet				0	
13.11	End Bent Details	Sheet				0	
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent				0	
13.13	Bent Stability Analysis	EA Design				0	
13.14	Bent Structural Design	EA Design				0	
13.15	Bent Plan and Elevation	Sheet				0	
13.16	Bent Details	Sheet				0	
Pier Design and Plans							
13.17	Pier Geometry	EA Pier				0	
13.18	Pier Stability Analysis	EA Design				0	
13.19	Pier Structural Design	EA Design				0	
13.20	Pier Plan and Elevation	Sheet				0	
13.21	Pier Details	Sheet				0	
Misc. Substructure Design and Plans							
13.22	Foundation Layout	Sheet					
13.23	Fender System	LS				0	
Superstructure Deck Design and Plans							
13.24	Finish Grade Elevation (FGE) Calculation	LS				0	
13.25	Finish Grade Elevations	Sheet				0	
13.26	Bridge Deck Design	EA Section				0	
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit				0	
13.28	Superstructure Plan	Sheet					
13.29	Superstructure Section	Sheet				0	
13.30	Miscellaneous Bridge Deck Details	Sheet					
Reinforcing Bar Lists							
13.31	Reinforcing Bar List	Sheet					
Continuous Concrete Girder Design							
Longitudinal Analysis							
13.33	Section Properties	LS	0	0		0	
13.34	Material Properties	LS	0	0		0	
13.35	Construction Sequence	EA Unit	0	0		0	
13.36	Tendon Layouts	EA Unit	0	0		0	

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

URS Corporation

Project Number: 253F

CFX Contract No.: 000818

DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)

Orange County

Structure Design

Section 413

**Bridge 8: Ramp A Flyover (Concrete)**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.37	Live Load Analysis	EA Unit	0	0		0	
13.38	Temperature Gradient	EA Unit				0	
13.39	Time Dependent Analysis	EA Unit	0	0		0	
13.40	Stress Summary	EA Unit	0	0		0	
13.41	Ultimate Moments	EA Unit	0	0		0	
13.42	Ultimate Shear	EA Unit	0	0		0	
13.43	Construction Loading	EA Unit	0	0		0	
13.44	Framing Plan	Sheet				0	
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet				0	
13.46	Girder Details	Sheet				0	
13.47	Splice Details	Sheet	0	0		0	
13.48	Girder Deflections and Camber	Sheet	0	0		0	
<b>Simple Span Concrete Design</b>							
13.49	Prestressed Beam	EA Beam				0	
13.50	Prestressed Beam Schedules	Sheet				0	
13.51	Framing Plan	Sheet				0	
<b>Load Rating</b>							
13.52	Load Rating	EA Unit					
<b>13. Structures-Mid Span Concrete Total</b>					<b>114</b>	<b>31</b>	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY						URS Corporation	
Project Number: 253F						CFX Contract No.: 000818	
DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)							
Orange County							
Structure Design							
Section 413							
Bridge 9: Ramp A/D1 (Concrete)							
Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS				0	
13.2	Expansion/Contraction Analysis	EA Unit				0	
13.3	General Plan and Elevation	Sheet				0	
13.4	Construction Staging	Sheet				0	
13.5	Approach Slab Plan and Details	Sheet				0	
13.6	Miscellaneous Details(Phase 2 Plan Sheets General Revisions)	Sheet	148	0.2703	148	40	revise border and log oand assemble bridge plan set of 148 sheets
End Bent Design and Plans							
13.7	End Bent Geometry	EA		0		0	
13.8	Wingwall Design and Geometry	EA Bent				0	
13.9	End Bent Structural Design	EA				0	
13.10	End Bent Plan and Elevation	Sheet				0	
13.11	End Bent Details	Sheet				0	
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA	0	0		0	
13.14	Bent Structural Design	EA	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
Pier Design and Plans							
13.17	Pier Geometry	EA Pier				0	
13.18	Pier Stability Analysis	EA				0	
13.19	Pier Structural Design	EA				0	
13.20	Pier Plan and Elevation	Sheet			0	0	
13.21	Pier Details	Sheet			0	0	
Misc. Substructure Design and Plans							
13.22	Foundation Layout	Sheet				0	
13.23	Fender System	LS				0	
Superstructure Deck Design and Plans							
13.24	Finish Grade Elevation (FGE) Calculation	LS				0	
13.25	Finish Grade Elevations	Sheet				0	
13.26	Bridge Deck Design	EA				0	
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit				0	
13.28	Superstructure Plan	Sheet				0	
13.29	Superstructure Section	Sheet				0	
13.30	Miscellaneous Bridge Deck Details	Sheet				0	
Reinforcing Bar Lists							
13.31	Reinforcing Bar List	Sheet				0	Top Blister
Continuous Concrete Girder Design							
Longitudinal Analysis							
13.33	Section Properties	LS	0	0		0	
13.34	Material Properties	LS	0	0		0	
13.35	Construction Sequence	EA Unit	0	0		0	

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY****URS Corporation****Project Number: 253F****CFX Contract No.: 000818****DESCRIPTION: SR 408/SR 417 Ultimate Interchange Phase 2 (CONTRACT SUPPLEMENT NO. 7)****Orange County****Structure Design****Section 413****Bridge 9: Ramp A/D1 (Concrete)**

<b>Task No.</b>	<b>Task</b>	<b>Unit</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>No. of Sheets</b>	<b>Total Hours</b>	<b>Comments</b>
13.36	Tendon Layouts	EA Unit	0	0		0	
13.37	Live Load Analysis	EA Unit	0	0		0	
13.38	Temperature Gradient	EA Unit				0	
13.39	Time Dependent Analysis	EA Unit	0	0		0	
13.40	Stress Summary	EA Unit	0	0		0	
13.41	Ultimate Moments	EA Unit	0	0		0	
13.42	Ultimate Shear	EA Unit	0	0		0	
13.43	Construction Loading	EA Unit	0	0		0	
13.44	Framing Plan	Sheet				0	
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet				0	
13.46	Girder Details	Sheet				0	
13.47	Splice Details	Sheet	0	0		0	
13.48	Girder Deflections and Camber	Sheet	0	0		0	
<b>Simple Span Concrete Design</b>							
13.49	Prestressed Beam	EA Beam	16	0	N/A	0	
13.50	Prestressed Beam Schedules	Sheet	1	0	1	0	
13.51	Framing Plan	Sheet	0	0	0	0	
<b>Load Rating</b>							
13.52	Load Rating	EA Unit				0	
<b>13. Structures-Mld Span Concrete Total</b>					<b>149</b>	<b>40</b>	

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:  
County:  
FPN:  
FAP No:

SR 408 / SR 417 Interchange - CONTRACT SUPPLEMENT NO 7  
Orange  
253F

Consultant Name: Ardaman  
Consultant No.:  
Date: 8/23/2016  
Estimator: Zan Bates

Staff Classification	Total Staff Hours From "SH Summary"	Senior Engineer	Project Engineer	Engineering Interns	CADD/Computer Technician	Secretary/Clerical	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$149.05	\$128.48	\$90.69	\$68.31	\$47.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
24. RFP Development	0	18	0	0	4	2	0	0	0	0	0	0	0	24	\$3,051	\$127.14
Total Staff Hours	0	18	0	0	4	2	0	0	0	0	0	0	0	24		
Total Staff Cost		\$2,682.90	\$0.00	\$0.00	\$273.24	\$95.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,051.24	\$127.14

Survey Field Days by Subconsultant  
4 - Person Crew

## Notes:

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

## SALARY RELATED COSTS:

OVERHEAD:	0.00%	\$3,051.24
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
Survey (Field - If by Prime)	4-man crew	
SUBTOTAL ESTIMATED FEE:	days @ \$ / day	\$0.00
		\$3,051.24



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Name of Project: SR 408 / SR 417 CONTRACT SUPPLEMENT NO. 7  
County: Orange  
FPN: 253F  
FAP No.:  
RFP Development  
Section 425

**CFX Contract No.: 000818**

Consultant Name: Ardaman

Consultant No.:

Date: 8/23/2016

Estimator: Zan Bates

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Data Collection	LS	1	4	N/A	4		
2. RFP Boilerplate Review	LS	1	0	N/A	0		
3. Develop Draft Project RFP	LS	1	12	N/A	12		
4. Review Draft project RFP with the Authority	LS	1	0	N/A	0		
5. Review Design-Build General Specifications	LS	1	2	N/A	2		
6. Prepare Final Draft RFP	LS	1	0	N/A	0		
7. Prepare Final RFP Package	LS	1	0	N/A	0		
8. Advertisement Support	LS	1	6	N/A	6		
<b>SUBTOTAL</b>				<b>0</b>	<b>24</b>	<b>0</b>	
9. Quality Control		0	N/A	N/A	0		
10. Supervision		0	N/A	N/A	0		
11. Field Review	EA			N/A	0		
12. Progress Meeting	EA	0	0	N/A	0		
<b>TOTAL</b>				<b>0</b>	<b>24</b>	<b>0</b>	

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Project Number: 253F Phase II (SA-7)

DESCRIPTION: SR 408/SR 417 Ultimate Interchange

RS&H

CFX Contract No.: 000818

**SUMMARY FEE SHEET**

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	QA/QC	Chief Engineer	Senior Engineer	Engineer Designer	Engineering Intern	Clerical					Total Staffhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings												0	\$0.00	
403	Preliminary Design Report-Review														
404	Surveys and Mapping														
405	Geotechnical Investigation														
406	Contamination Impact Analysis														
407	Pavement Design														
408	Borrow Pits														
410	Environmental Permits														
411	Utilities														
412	Roadway Design														
413	Miscellaneous Structures Design													\$0.00	
414	Drainage Design														
415	Roadway Lighting														
416	Traffic Engineering														
417 & 418	Signal & Pavt Marking Plans													\$0.00	
419	Right-of-Way Surveys														
420	Cost Estimates													\$0.00	
421	Speical Provisions and Specifications													\$0.00	
422	Fiber Optic Network (FON)														
423	Miscellaneous Structures														
425	RFP Development	4		6	8		2						20	\$1,198.86	\$59.94
700	Administration	2		2	2								6	\$354.58	\$59.10
<b>TOTAL MANHOURS</b>		6	0	8	10	0	2	0					26		
<b>WAGE RATES</b>		\$69.32		\$67.37	\$57.44	\$39.33	\$28.92								
<b>TOTAL DIRECT COSTS</b>		\$415.92	\$0.00	\$538.96	\$574.40	\$0.00	\$57.84	\$0.00						\$1,587.12	

**Salary Related Costs**

Total Activity Salary Costs		\$1,587.12
Overhead Activities	187.94%	\$2,982.83
<b>Subtotal Salary Related Costs (Limiting Amount)</b>		<b>\$4,569.95</b>

**Operating Margin (Fixed Fee) 28.00% \$444.39**

**Expenses**

Direct Reimbursables (Out-of-Pocket)	\$65.36
Permit Fees	\$0.00
<b>Subtotal Expenses (Lump Sum)</b>	<b>\$65.36</b>

**Subconsultants \$0.00**

**\$0.00**

**Fee Estimate (RFP Development + Digital Files) \$5,079.70**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Project Number: 253F Phase II (SA-7)

DESCRIPTION: SR 408/SR 417 Ultimate Interchange  
Orange County**RS&H**

CFX Contract No.: 000818

**HIGHWAY TASK LIST**

RFP Development

Section 425

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Data Collection	LS	1	8	N/A	8		
2. RFP Boilerplate Review	LS			N/A			
3. Develop Draft Project RFP	LS	1	8	N/A	8		
4. Review Draft project RFP with the Auth	LS			N/A			
5. Review Design-Build General Specificat	LS			N/A			
6. Prepare Final Draft RFP	LS			N/A			
7. Prepare Final RFP Package	LS			N/A			
8. Advertisement Support	LS	1	4	N/A	4		
<b>SUBTOTAL</b>				<b>#REF!</b>	<b>20</b>		
6. Quality Control	0%	1	N/A	N/A	0		
7. Supervision	0%	1	N/A	N/A	0		
<b>TOTAL</b>				<b>#REF!</b>	<b>20</b>		

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY****Project Number: 253F Phase II (SA-7)****DESCRIPTION: SR 408/SR 417 Ultimate Interchange  
Orange County****RS&H****CFX Contract No.: 000818****HIGHWAY TASK LIST****Administration  
Section 700**

<b>Task</b>	<b>Basis of Estimate</b>	<b>Number of Units</b>	<b>Hours per Unit</b>	<b>Number of Sheets</b>	<b>Total Hours</b>	<b>CADD Hours %</b>	<b>Remarks</b>
1. Project Control	LS	1	6	N/A	6		3 month contract extension - 2 hrs per month
2. Assemble and Deliver Electronic Files	LS			N/A	0		
3. Support RFP Development	LS			N/A	0		
4. Correspondence	LS						
5. Quality Control	LS						
6. Initial Site Visit	LS						
7. Project Procedures Manual	LS						
8. Design Documentation	LS						
<b>TOTAL</b>					<b>6</b>		

**SR 408 / SR 417 INTERCHANGE PHASE II  
ORANGE COUNTY  
CFX Project No. 253F Phase II (SA-7)**

**RS&H  
MISCELLANEOUS AND DIRECT OUT-OF POCKET EXPENSES**

**ESTIMATED PLAN SHEET BREAKDOWN BY WORKGROUP**

	<b>Plan Sheets (11x17)</b>	<b>Special Provisions &amp; TSP's</b>
Roadway Plan Set	0	0
Architectural - Ramp Plaza	0	0
Mechanical - Electrical	0	0
Signing & Marking	0	0
Structures	0	0
<b>TOTAL PLAN SHEETS</b>	<b>0</b>	<b>0</b>

	<b>Number of Copies</b>				<b>Total Copies</b>		
	<b>Sheets</b>	<b>Submittal</b>	<b>In-house</b>	<b>Total</b>	<b>8 1/2 x 11</b>	<b>8 1/2 x 14</b>	<b>11 x 17</b>
<b>PRE-BID SUBMITTAL(100%)</b>							
Roadway Plan Sets	0	0	0	0	0	0	0
Signing & Pavement Marking Plans (Roadway)	0	0	0	0	0	0	0
Sign Structures Plans	0	0	0	0	0	0	0
ITS Plans	0	0	0	0	0	0	0
Summary of Pay Items	0	0	0	0	0	0	0
Quantity Computation Book	0	0	0	0	0	0	0
Roadway Design Documentation and Calculations	0	0	0	0	0	0	0
Drainage Design Documentation and Calculations	0	0	0	0	0	0	0
Special Provisions and Technical Special Provisions	0	0	0	0	0	0	0
Written Responses to 100% Review Comments	0	0	0	0	0	0	0
Completed Review Checklists	0	0	0	0	0	0	0
Maintenance of Traffic Plans	0	0	0	0	0	0	0
All Other Items	0	0	0	0	0	0	0

	<b>Number of Copies</b>				<b>Total Copies</b>		
	<b>Sheets</b>	<b>Submittal</b>	<b>In-house</b>	<b>Total</b>	<b>8 1/2 x 11</b>	<b>8 1/2 x 14</b>	<b>11 x 17</b>
<b>FINAL SUBMITTAL</b>							
Quantity Computation Book	0	0	0	0	0	0	0
Special Provisions & TSP's	0	0	0	0	0	0	0
Record Plan Set	0	0	0	0	0	0	0
Permit Packages and Plans	0	0	0	0	0	0	0
<b>TOTAL XEROX COPIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>XEROX &amp; BINDING</b>			
Total 8 1/2 x 11 Xerox	0	\$0.04	\$0.00
Total 8 1/2 x 14 Xerox	0	\$0.05	\$0.00
Total 11 x 17 Xerox	0	\$0.09	\$0.00
Total 8 1/2 x 11 Color Xerox	0	\$0.18	\$0.00
Total 11 x 17 Color Xerox	0	\$0.36	\$0.00
Reports (8 1/2 x 11 card stock, front & back)	0	\$0.42	\$0.00
Reports (clear covers, front & back)	0	\$1.26	\$0.00
Reports (GBC binding)	0	\$1.35	\$0.00
Plan Sets (11 x 17 card stock, front & back)	0	\$0.83	\$0.00
Plan Sets (Screw Posts)	0	\$1.50	\$0.00
Quantity Books (ACCO Binder)	0	\$7.50	\$0.00
Documentation (3 D-Ring Binder)	0	\$24.50	\$0.00

**SUBTOTAL XEROX & BINDING** **\$0.00**

**PLOTTING & CADD SUPPLIES**

Blueprints (24x36)	0	\$0.45	\$0.00
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Sopies (24x36)	0	\$2.70	\$0.00
Read-Write DVD	4	\$3.00	\$12.00
Read-Write CD	4	\$0.50	\$2.00

**SUBTOTAL PLOTTING & CADD SUPPLIES** **\$14.00**

**TOTAL EXPENSES \$14.00**

**SHIPPING- SUBMITTALS ONLY**

Domestic Express Delivery	2	@ \$15.00/Package	\$ 30.00
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**SUBTOTAL SHIPPING- SUBMITTALS ONLY** **\$ 30.00**

**TRAVEL**

**From RS&H Orlando Office:**

**To Project:**

(POV) 0 trips x 20 miles x \$0.445 per mile \$0.00

**To CFX Headquarters:**

(POV) 4 trips x 12 miles x \$0.445 per mile \$21.36

**SUBTOTAL TRAVEL** **\$21.36**

**From RS&H Tampa Office**

**To Project:**

(Per Diem) 0 trips x 2 people x 1 day / trip x \$21.00 per diem \$0.00

(Rental Car) 0 trips x 1 day / trip x \$43.59 daily rate \$0.00

(Lodging) 0 trips x 2 people x 1 day / trip x \$94.40 daily rate \$0.00

**To CFX Headquarters:**

(POV) 0 trips x 180 miles x \$0.445 per mile \$0.00

**TAMPA TRAVEL** **\$0.00**

**PUBLIC INVOLVEMENT**

30" x 40" foam core boards for Hearing / Workshop	0 each	\$75.00	\$0.00
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**SUBTOTAL COMMUNITY AWARENESS** **\$0.00**

**EXPENSES (LUMP SUM)** **\$65.36**

**TRAVEL (FROM TAMPA)** **\$0.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Number: 253F

DESCRIPTION: SR 408/SR 417 Ultimate Interchange - Phase 2 Contract Supplement No. 7

WBQ Design & Engineering

CFX Contract No.: 000818

SUMMARY FEE SHEET (SUBCONSULTANT - WBQ)

CONTRACT SECTION	ACTIVITY MANHOURS	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer		Clerical	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Total Manhours	Total Cost	Avg. Rate
402 & 409	Governmental Agencies & Public Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
403	Preliminary Design Report-Review	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
404	Surveys and Mapping	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
405	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
406	Contamination Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
407	Pavement Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
408	Borrow Pits	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
410	Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
411	Utilities	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
412	Roadway Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
413	Structures Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
414	Drainage Design	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
415	Roadway Lighting	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
416	Traffic Engineering	0	0	0	0	1	0	(1)	0	0	0	0	\$4.66	#DIV/0!
417 & 418	Signal & Pav't Marking Plans	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
419	Right-of-Way Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
420	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
421	Speical Provisions and Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
422	Fiber Optic Network (FON)	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
423	Toll Plazas	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
425	RFP Development	4	7	6	5	0	0	3	0	0	0	25	\$1,313.74	\$52.55
700	Administration	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
TOTAL MANHOURS		4	7	6	5	1	0	2	0	0	0	25	\$1,318.40	\$52.74
WAGE RATES		\$86.99	\$63.13	\$48.05	\$33.17	\$27.90	\$0.00	\$23.24	\$0.00	\$0.00	\$0.00	N/A	N/A	
TOTAL DIRECT COSTS		\$347.96	\$441.91	\$288.30	\$165.85	\$27.90	\$0.00	\$46.48	\$0.00	\$0.00	\$0.00	N/A	\$1,318.40	

Salary Related Costs

Total Activity Salary Costs \$1,318.40

Overhead Activities 209.04% \$2,755.98

Subtotal Salary Related Costs (Limiting Amount) \$4,074.38

Operating Margin (Fixed Fee) 25.50% \*\* \$336.19

\*\*(Equivalent Lump Sum for Operating Margin 8.2513343% or 8.26%)

Expenses

Direct Reimbursables (Out-of-Pocket) \$0.00

Permit Fees \$0.00

Subtotal Expenses (Lump Sum) \$0.00

Subconsultants

\$0.00

Subtotal Subconsultants (Limiting Amount) \$0.00

WBQ TOTAL (Maximum Limiting Amount) \$4,410.57






## **CONSENT AGENDA ITEM**

**#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2016

SUBJECT: Authorization for Approval of Supplemental Agreement No. 1  
S.R. 408 Eastern Extension PD&E Study  
Project 408-254, Contract No. 001064

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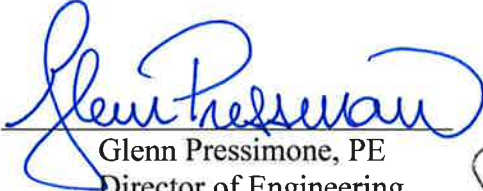

Board approval is requested for Supplemental Agreement No. 1 with Metric Engineering, Inc. in the not-to-exceed amount of \$1,000,000.00 for additional services related to the S.R. 408 Eastern Extension Project Development and Environment (PD&E) Study, Project 408-254.

Services will include development and analysis of additional corridors and alignments outside of the existing S.R. 50 right-of-way, additional public meetings, Project Advisory Group (PAG) meetings and Environmental Advisory Group (EAG) meetings. Services will also include presentation of the Recommended Alternative at a Public Hearing and preparation of all final PD&E documents and reports. It is anticipated that this Supplemental Agreement will result in a 12 month extension to the duration of the PD&E Study.

This Supplemental Agreement will be a continuation of an agreement previously approved. (Original Agreement dated March 12, 2015)

Original Contract Amount	\$2,200,000.00
Amount of Supplemental Agreement No. 1	<u>\$1,000,000.00</u>
Total Revised Contract Amount	<u>\$3,200,000.00</u>

Reviewed by:

  
Glenn Pressimone, PE  
Director of Engineering 



**EXHIBIT A**

**Central Florida Expressway Authority (CFX)**

**SCOPE OF SERVICES**

**SR 408 Eastern Extension  
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY**

**Supplemental Amendment #1**

**Project Description and Limits:**

SR 408 Eastern Extension from the current terminus at SR 50 to the vicinity of the SR 50 / SR 520 intersection in east Orange County.

**August 16, 2016**

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## **DESCRIPTION**

In 2008 the CFX completed the Concept Development and Evaluation Report, SR 408 Eastern Extension (Concept Study). The results of the Concept Study indicated that there is / will be a transportation need for a limited access toll road (with a possible directional split) within the SR 50 corridor that could be served by the extension of the SR 408. After initiating the PD&E Study and selecting a recommended alternative within the FDOT SR 50 Right-of-Way, the FDOT advised CFX that the Right-of-Way along SR 50 was not available for the development of a CFX tolled expressway. As a result, the PD&E study is being reinitiated concurrently with a full corridor study to determine the best suitable location for the extension of the SR 408 outside of FDOT Right-of-Way. This limits of the corridor study will encompass an area 1 mile wide (.5 miles North and South of SR50 from the current eastern terminus of SR 408 to SR 520 in Orange County, a distance of approximately 8 miles). The State Road 408 Eastern Extension Project Development and Environment (PD&E) Study will build on the results of the Concept Study and the 2015 SR 408 Expressway Extension PD&E Study to determine if a reasonable improvement option exists that will meet the current and projected transportation needs of the area.

## **PURPOSE**

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

The Project Development Process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, State Environmental Impact Report (SEIR) unless otherwise stated. In the event of a contradiction between the provision of the SEIR requirements and this exhibit, the provisions of the SEIR will apply.

The study will investigate various new corridors for the development of the planned improvements. The work will include study and preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, interchange and intersection requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

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

## **STUDY OBJECTIVE**

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the potential eastern extension of SR 408. All factors related

to the design and location of the facility must be considered including transportation needs, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

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

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

## **STUDY REQUIREMENTS AND PROVISIONS FOR WORK**

### **Governing Regulations**

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

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices(MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)

- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

### **Notice to Proceed Meeting/Scoping Meeting**

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

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

### **Key Personnel**

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

### **Correspondence**

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

### **Submittals**

The CONSULTANT shall provide (Draft and Final) copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals.

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

Environmental Items:

Copies:

Advance Notification Package	2
Public Involvement Plan	2
State Environmental Impact Report	4
Noise Study Report	2
Air Quality Report	2
Contamination Screening Evaluation Report	2
ROW Impacts Technical Memorandum	2
Public Hearing Transcript	2
Wetlands Evaluation Report	2
Biological Assessment Report	2
Cultural Resource Assessment Survey	2
Water Quality Impact Evaluation Report	2

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

**Coordination with other Entities**

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

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

**Project Schedule**

The PD&E Study is expected to be extended by 12 months. Within twenty (20) calendar days after receipt of the Notice-to-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

**Quality Control**

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

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

### **Project Management, Meetings and Coordination**

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-monthly basis for progress meetings; therefore, 24 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to the CFX in a format as prescribed by the GEC and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

## **1.0 PUBLIC INVOLVEMENT**

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

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

### **1.1 Public Involvement Plan**

The CONSULTANT will update the Public Involvement Plan (PIP) and submit to the GEC within twenty (20) calendar days following the Notice to Proceed meeting.

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

### **1.2 Mailing List**

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

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

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

### **1.3 Notice of Intent (N/A)**

### **1.4 Advance Notification**

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter in accordance with the PD&E Manual for the CFX's Executive Director or his designee to submit to the State Clearing House. The CONSULTANT shall distribute the Advance Notification package to all appropriate agencies within thirty (30) calendar days of the Notice to Proceed meeting.

## **1.5 Scheduled Public Meetings**

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

- A. Corridor Public Workshop (Viable Corridors, evaluation, impacts, etc.)
- B. Alternatives Public Workshop (Viable alternatives, evaluation, impacts, etc.)  
( Public Hearing included as part of the original contract)

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

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

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

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

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

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

- a. Advertisements and legal notices
- b. Letter notices to affected property owners
- c. Mailing list for letter notices sent to affected property owners
- d. Newsletters
- e. Minutes of information sessions

- f. Sign-in sheets
- g. Comment sheets
- h. Draft responses to comments, inquiries or statements of record

### **1.5.1 Project Advisory Committees**

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

The CONSULTANT will coordinate with the CFX and the GEC to update the initial PAG and EAG members list. The CONSULTANT will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study.

### **1.6 Unscheduled Public Meetings**

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (METROPLAN ORLANDO, Space Coast TPO, Orange County, neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to 20 such unscheduled meetings. This includes to arrange for, prepare and present a project kick-off presentation to the Orange County commission, METROPLAN ORLANDO board (and technical committees as required) at their regularly scheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX's Board and the Metropolitan Orlando (MPO) Board prior to the 3 milestone meetings.

### **1.7 Public Hearing**

The CONSULTANT shall provide all support necessary for the CFX to hold or participate in three public meetings, as described in section 1.5 of this document.

### **1.8 Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA (N/A)**

### **1.9 Special Public Involvement Requirements**

#### **1.9.1 General Public Correspondence**

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



### **1.9.2 Project Newsletters**

The CONSULTANT shall prepare and distribute two additional project (2) newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to the previous work efforts of the CFX. Distribution of the five newsletters will coincide with key project milestones as follows:

- a. Corridor Meeting Newsletter
- b. Pre-Alternatives Public Workshop Newsletter

Pre-Public Hearing Newsletter (Part of original contract) Post-Public Hearing Newsletter (Part of original contract)

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above with meeting invitations and at the public meetings.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant to coordinate an agreeable time and date for such access.

### **1.9.3 Project Webpage**

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

### **1.9.4 Rendering**

The CONSULTANT shall prepare 3D visual renderings for display at the Public Hearing. They will be accurately modeled and textured to show proposed design and include roadway, striping, curb and gutter, grass, bridges, traffic signals, and more. Aerial photography and/or online satellite imagery will be used to create the ground plane for the surrounding area. A limited number of surrounding structures or landmarks may be modeled if needed to help illustrate key points of the proposed design.

Cars and trucks will be shown to indicate traffic flow and pedestrians will be included to show sidewalk or cross-walk functionality.

## **2.0 ENGINEERING ANALYSIS AND REPORTS**

### **2.1 Data Collection**

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

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

## **2.2 Field Review**

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

## **2.3 Survey Coordination**

Use previously obtained Aerial Photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The CONSULTANT shall be responsible for coordinating with CFX regarding project requirements, and scheduling.

## **2.4 Geotechnical**

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

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

## **2.5 Traffic**

### **2.6 Traffic Data (N/A)**

### **2.7 Traffic Analysis**

CFX will provide the CONSULTANT with the Design Traffic Technical Memorandum. The CONSULTANT will review the information provided and coordinate any updates required.

### **2.8 Safety (N/A)**

## **2.9 Utilities and Railroads**

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

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

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

## **2.10 Needs**

## **2.11 Transportation Plans**

The CONSULTANT shall revisit and summarize at a minimum:

- a. METROPLAN ORLANDO Long Range Transportation Plan
- b. Orange County Comprehensive Plan
- d. LYNX
- e. Non-motorized modes, including bikeways and pedestrian walkways
- f. Other applicable transportation plans

## **2.12 Analysis of Existing Conditions**

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

## **2.13 Purpose and Need**

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

## **2.14 Corridor Analysis**

Conduct new corridor generation and evaluation of new potential corridor options. This includes coordination with Environmental Technical Advisory Team (ETAT) members and other key public and private stakeholders. Identify corridors (assuming 5, approximately 8 miles long), these are used as a starting point for the alternative corridor evaluation (ACE) process (there is also the possibility that as stakeholders [such as the Environmental Technical Advisory Team (ETAT) become involved, additional corridors could be identified. The ability to meet the purpose and need must serve as a baseline to identify and delineate corridors). Develop a Methodology Memorandum (MM), The MM includes:

### **2.14.1 Background**

### **2.14.2 The evaluation criteria**

### **2.14.3 Specific Data Tools [i.e., EST, Land Suitability Mapping (LSM)] and timelines that will be applied with the evaluation criteria**

Perform analysis and populate evaluation matrices, Corridors are refined using the evaluation criteria developed in the MM. The results of this step are documented in an Alternative Corridor Evaluation Report (ACER). This report summarizes the refinements made in consideration of ETAT and/or stakeholder assessments, project purpose and need, public involvement commentary, analytical methodology, and evaluation criteria. It also identifies the alternatives that should move forward for SEIR

analysis, and provides supporting justifications for eliminating alternatives. The alternatives section of the SEIR should summarize the results of the corridor analysis. This summary should describe the rationale for determining the reasonableness of the alternatives evaluated. The ACER should be included in the project file as part of the supporting documentation of a PD&E Study and should be summarized in the “Alternatives Development” sub-section of the Environmental Document (SEIR). The corridor analysis shall be performed in accordance with the PD&E Manual and shall be documented in the ACER.

## **2.15 Roadway**

### **2.16 Existing Roadway Characteristics**

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

### **2.17 Typical Section Analysis**

After confirmation of a viable corridor, the CONSULTANT shall develop and analyze alternate conceptual design alternatives. Utilizing the data collected as part of this scope of work (and the design criteria provided in Section 6 of this Scope of Services), the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs. The CONSULTANT shall obtain feedback from the EAG and PAG as well as concurrence for those conceptual improvements / alternatives from the CFX and their GEC.

The CONSULTANT shall develop all appropriate typical section alternatives for the project. These will include two typical sections per alternative (two alternatives) that result in minimizing right of way. In general, the initial expressway extension conceptual alternatives shall reflect a 300-foot wide right of way width with alignment geometrics meeting the appropriate criteria. These initial conceptual alternatives will be presented on the base map at a scale appropriate for review and comparison. The CONSULTANT will convene a work session during a regularly scheduled progress meeting, during which the initial conceptual alternatives will be reviewed and discussed. The CONSULTANT will prepare a generalized comparative assessment of the initial conceptual alternatives that will include items such as construction costs, right of way requirements, estimated relocations, wetland impacts and other appropriate evaluation measures.

The CONSULTANT will recommend to CFX specific refinements or modifications to the initial conceptual alternatives based on the review and assessment. CFX will provide direction to the CONSULTANT on proceeding with the refined conceptual alternatives.

## **2.18 Roadway Design Alternatives**

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

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

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

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

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

- 1) North alignment within selected corridor (at-grade)
- 3.) South alignment within selected corridor (at-grade)

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

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

- a. Horizontal and vertical alignment
- b. Typical cross section
- c. Preliminary right of way needs and impacts
- d. Preliminary drainage needs (showing required outfalls)
- e. Existing and proposed utility locations
- f. General soils information
- g. Local roadway improvement needs
- h. Structure locations, sizes, spans, etc.
- i. Potential stormwater pond sites, sizes, locations, etc.
- j. Retaining walls
- k. Sound walls
- l. Other features as directed by the CFX and GEC

## **2.19 Access Management**

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

## **2.20 Identify Construction Segments (N/A)**

## **2.21 Structures**

## **2.22 Existing Structure Characteristics (N/A)**

## **2.23 Structures Typical Section Analysis**

The CONSULTANT shall develop all appropriate structural typical section alternatives as well as structure depth and span length that will be depicted on plan and profile sheets for the following alternatives:

- Four (4) interchange concepts (2 per alternative alignment)
- Bridges over other key crossings and/or sensitive environmental lands
- Bridge over the Econlockhatchee River

## **2.24 Structures Design Alternatives**

The CONSULTANT shall prepare a Bridge Analysis Report reflecting structural considerations for each structure developed including a brief description of the proposed conditions and reasons for recommendations.

## **2.25 Drainage**

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

The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and downstream structures and inventory existing storm drain system; noting their type, size, hydraulic basin they serve and discharge points.

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

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the four viable alternates. There are 15 Basins, 2 alternative ponds per each basin will be evaluated. Selected Pond Sites will be modeled for recovery utilizing geotechnical boring or existing permit info. The Pond Siting Report (PSR) will evaluate 2 alternatives pond sites. The CONSULTANT will perform floodplain impact analysis at the Econlockhatchee river bridge crossing and its tributaries.

Perform pond sites analysis and floodplain impact compensation analysis in the proposed ponds. Cost estimate analysis for alternative pond sites. Provide summary of recommended pond sites. Perform Seasonal High Water Analysis using the soil borings report. Comparison of alternatives and identification of a preferred alternative.

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

## **2.26 Concept Plans**

### **2.27 Prepare Base Map for Conceptual Plans**

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

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

The base will be prepared using aerial photography at a scale of 1" = 200' within the corridor area.

### **2.28 Alternative Concept Plan**

The CONSULTANT will prepare alternative concept plans for two alternatives. At a minimum, the concept plans should include defined right of way required and horizontal geometry. The CONSULTANT will overlay concept plans on the base maps. The concept plans will be prepared at a scale of 1" = 200'. In addition, the CONSULTANT will draw an overall location plan of the project alternative at a ratio of 1" = 400'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

### **2.29 Preferred Alternative Concept Plans**

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

### **2.30 Typical Section Package**

The CONSULTANT will prepare the Typical Section Package in accordance with the Department's Plans Preparation Manual.

### **2.31 Design Exception and Variation (N/A)**

### **2.32 Multi-Modal Accommodations (N/A)**

### **2.33 Park and Ride Lots (N/A)**

### **2.34 Maintenance of Traffic**

The CONSULTANT will analyze the recommended alternative for constructability, and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost estimate will be included in the cost estimate for that alternative. This analysis involves the existing terminus of SR 408 along with the connection to SR520.

### **2.35 Comparative Analysis and Evaluation**

The CONSULTANT will prepare a numerical descriptive evaluation matrix for the SR 50 interchange, the SR 520 interchange and for options along the 8 mile corridor, which will include of each Viable Alternatives being considered. The No-Build Alternative will also be included in the matrix.

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

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

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

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

### **2.36 Selection of Preferred Alternatives**

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



### **2.37 Value Engineering (N/A)**

### **2.38 Risk Management (N/A)**

### **2.39 Construction Cost Estimate**

The CONSULTANT shall prepare a construction cost estimate for both viable alternatives utilizing CFX per mile estimates.

### **2.40 Right of Way Cost Estimate**

The CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed) for each viable alternative shown on aerials. CFX staff will prepare preliminary R/W costs.

### **2.41 Preliminary Engineering Report (PER)**

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

### **2.42 Other Engineering Services**

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

### **2.43 Quality Assurance/Quality Control**

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

## **3.0 ENVIRONMENTAL ANALYSIS AND REPORTS**

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

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

### **3.1 Land Use Changes**

The CONSULTANT shall review existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with Part 2, Chapter 9, of the PD&E Manual.

### **3.2 Socioeconomic Characteristics**

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

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

The CONSULTANT will perform and document a community impact assessment in accordance with Part 2, Chapter 9 of the PD&E Manual.

### **3.3 Economic**

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

### **3.4 Mobility**

Local mobility may be greatly altered, considering the ability for local traffic and pedestrians to cross a new expressway facility, in order to access local businesses, parks and places of worship.

### **3.5 Aesthetics**

The CONSULTANT shall evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with Part 2, Chapter 15 of the PD&E Manual.

### **3.6 Relocation Potential**

The CONSULTANT will prepare a ROW Impacts Technical Memorandum that includes information about potential impacts. The GEC will provide ROW cost information.

### **3.7 Archaeological and Historical Resources**

The CONSULTANT will provide a cultural resource assessment for the project, which shall include coordination with FDOT and SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all

cultural and historic resources and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

### **3.8 Recreational/ Section 4(f) (N/A)**

### **3.9 Wetlands and Essential Fish Habitat**

The CONSULTANT will collect all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with Part 2, Chapter 18 of the PD&E Manual.

### **3.10 Water Quality**

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

### **3.11 Special Designation**

The Econlockhatchee River System is identified as an Outstanding Florida Water. The CONSULTANT shall collect all data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with Part 2, Chapters 19 and 23 of the PD&E Manual.

### **3.12 Wildlife and Habitat**

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

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

The CONSULTANT will obtain all biological information needed to prepare a Biological Assessment Report of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Biological Assessment for the project in accordance with Part 2, Chapter 27 of the PD&E Manual.

### **3.13 Identify Permit Conditions**

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

### **3.14 Farmlands**

The CONSULTANT will confirm and document that there are no farmland impacts associated with this project in accordance with Part 2, Chapter 28 of the PD&E Manual.

### **3.15 Noise**

The CONSULTANT shall collect all data necessary to perform the noise impact analysis in accordance with the PD&E Manual. The noise analysis will be conducted in accordance with Chapter 17 of Part 2 of the FDOT PD&E Manual. This task will include a qualitative corridor analysis will be conducted to provide a comparative assessment of noise impacts for up to three corridor alternatives. Develop Traffic Noise Model input data and evaluate the existing conditions, No-Build Alternative and one recommended Build Alternative. Conduct detailed traffic noise barrier analyses for Noise Sensitive Areas (NSAs) within 300 feet of the project corridor between the SR 408/SR 50 interchange and the SR 50/SR 520 interchange. Identified Residential NSAs include the following: Six (6) first and second-row single-family home (SFH) communities; three (3) mobile-home parks and six (6) individual SFHs. Identified Non-Residential NSAs include two (2) hotels and three (33) restaurants w/outdoor eating areas. Prepare traffic data from project's DTTM for noise analysis. The CONSULTANT shall prepare first and final drafts of the Noise Study Report.

### **3.16 Air Quality**

The CONSULTANT shall collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with Part 2, Chapter 16 of the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

### **3.17 Construction Impact Analysis**

The CONSULTANT will address potential construction impacts associated with this project in accordance with Part 2, Chapter 30 of the PD&E Manual.

### **3.18 Contamination**

The CONSULTANT shall collect all data necessary to perform the Contamination Screening Evaluation in accordance with Part 2, Chapter 22, of the PD&E Manual.

### **3.19 Class of Action Determination (N/A)**

### **3.20 CatEx Type II (N/A)**

### **3.21 SEIR**

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

### **3.22 Environmental Assessment (N/A)**

### **3.23 FONSI (N/A)**

### **3.24 Draft EIS (N/A)**

### **3.25 Final EIS (N/A)**

### **3.26 Quality Assurance/ Quality Control**

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, preparation of submittals for review within three (3) months.

## **4.0 MISCELLANEOUS**

### **4.1 Contract and Project Files**

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the CFX in a format as prescribed by CFX and no less than 10 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by CFX.

### **4.2 Project Management Meetings and Coordination**

The CONSULTANT shall meet with CFX as needed throughout the life of the project. It is anticipated 24 progress meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with CFX.

### **4.3 Additional Services**

#### **27 SURVEY (Optional Service as authorized by CFX)**

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. Includes the following tasks. See attachment for details.

- Horizontal Project Control (HPC). set 34 control points (17 pairs at half-mile intervals with a minimum distance of 500 feet between control pair points) for Project Control. This control datum will be based on FDOT Primary Control Network 51301 and 7500R.
- Vertical PC / Bench Line. 3 wire bench run thru points set in 27.1. This control datum will be NAVD 88 based on FDOT vertical control network for projects in this area.
- Roadway Cross Sections/Profiles. 75 cross sections in areas as determined by drainage engineer
- Geotechnical Support. Stake and locate 75 soil borings as directed by Geotechnical consultant
- Work Zone Safety. MOT as appropriate to maintain safe work zone to traveling public and field survey crew.
- Supplemental survey (as authorized by CFX)
- Field Reviews. 2 field reviews (at 4 Hours per)
- Technical Meetings. Meetings with Metric and CFX for mapping requirements. 2 meetings, 2 at 4 hrs per meeting
- QA/QC
- Supervision
- Coordination

## **5.0 AERIAL PHOTOGRAPHY (OBTAINED AS PART OF ORIGINAL CONTRACT)**

Aerial Photography shall be used as the basis for plotting various data necessary for both engineering and environmental analysis. The CONSULTANT shall use controlled digital aerial photography as the basis for corridor and alternative analysis and to convey project information to the public at public presentations / meetings. The digital aerial photography will be raster files compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" = 400' will be used as the basis for plotting various data necessary to conduct detailed engineering and environmental analysis, alternative corridors and conceptual design studies, and to convey preliminary engineering concepts to the public at public meetings. The preferred alternative will be plotted at 1" = 100' scale with vertical data identified using 2' contour aerials. Following is a summary of expected uses at the noted scales:

1. Overall Project Location Map	1" = 400'
2. Corridor Analysis	1" = 400'
3. Drainage Plan	1" = 400'
4. Conceptual Design Alternatives	1" = 100'
5. Preliminary Engineering	1" = 100'

## **6.0 GEOTECHNICAL**

The CONSULTANT shall review the United States Department of Agriculture Geological Survey, Natural Resource Conservation Service (formerly Soil Conservation Service) Maps/GIS data and summarize the findings. This information will be summarized in a memo. The CONSULTANT shall, for each project, be responsible for a complete

geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with CFX standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

**6.1 Selection of Foundation Alternatives (BDR) – N/A**

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

**6.3 Bridge Construction and Testing Recommendations**

Provide construction and testing recommendations including potential constructability problems.

**6.4 Lateral Load Analysis (Optional) – N/A**

**6.5 Walls – N/A**

**6.6 Sheet Pile Wall Analysis (Optional) – N/A**

**6.7 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations – N/A**

**6.8 Box Culvert Analysis – N/A**

**6.9 Preliminary Report – BDR – N/A**

**6.10 Final Report - Bridge and Associated Walls – N/A**

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

**6.12 Other Geotechnical – N/A**

**6.13 Technical Special Provisions – N/A**

**6.14 Field Reviews**

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

**6.15 Technical Meetings – N/A**

**6.16 Quality Assurance/Quality Control**

**6.17 Supervision**

**6.18 Coordination**

**6.19 Optional Preliminary Contamination Assessment – N/A**



## 7.0 DESIGN CRITERIA

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

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

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



Design Element	Design Standard		Source
<u>Roadside Slopes</u> Front slope  Front slope (curb & gutter)  Back slope  Back slope (curb & gutter)	Fill Height (ft)	Rate	- FDOT PPM Vol. I, Tbl. 2.4.1    - (OOCEA Policy) <sub>3</sub> Use 1:3 slopes, avoid 1:2 slopes except where as necessary
	0,0-5 5-10 10-20 □□20	1:6 1:6 to CZ & 1:4 1:6 to CZ & 1:3 1:2 with guardrail (Use 10-ft bench at half the height of fill)	
	All	1:2 not flatter than 1:6	
	All	1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope	
	All	1:2 not flatter than 1:6	
<u>Max. Grade / Max. Change in Grade</u> Freeway (Rural / Urban) Ramp Directional Loop Arterial Rural Urban Collector Frontage Road/Service Road  Min. Grade Curb & Gutter	Max. Grade		- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2          - FDOT PPM Vol. I, Tbl. 2.6.4
	3.0%	0.20% / 0.40%	
	5.0%	0.60%	
	7.0%	1.00%	
	3.5%	0.50%	
	6.0%	0.70%	
	6.5% to 9.0%	-	
	8.0%	0.70%	
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph)	Distance (ft)	- FDOT PPM Vol. I, Tbl. 2.7.1
	70	730	
	60	570	
	55	495	
	50	425	
	45	360	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
<u>Horizontal Curve Length</u> Freeway Others  <u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	V = Design Speed 30V (15V min.) 15V (400-ft min.)		- FDOT PPM Vol. I, Tbl. 2.8.2a          - FDOT PPM Vol. I, Tbl. 2.8.3
	3 30' 00"		
	5 15' 00"		
	6 30' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	24 45' 00"		

Design Element	Design Standard			Source
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves □ □ 1 □ □ 30' 00" do not use spirals),			- FDOT PPM Vol. I, Sect. 2.9  - (OOCEA Policy) <sub>3</sub>
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	$e_{max}$	SE Trans. Rate		- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510, 511 - AASHTO Exh. 3-28
	0.10	1:200 <sub>5</sub>		
	0.10	1:225		
	0.10	1:225		
	0.05	1:150		
	0.05	1:150		
	0.10	1:200		
	0.10	1:200		
	0.10	1:150		
	0.10	1:150		
<u>Vertical Curves</u> Length , L = KA	Dsgn. Speed (mph)	K-value		- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag)
	70	Crest	Sag	
	60	401	181	
	55	245	136	
	50	185	115	
	45	136	96	
	45	98	79	
	30	31	37	- OOCEA Policy <sub>3</sub> Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest	Sag		
	500-ft	400-ft		
	400-ft	300-ft		
	350-ft	250-ft		
	135-ft	135-ft		
	135-ft	135-ft		
	300-ft	200-ft		
	300-ft	200-ft		
	90-ft	90-ft		
<u>Ramps</u> Ramp Terminals Length Taper	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2 □ □ to 5 □ , 4 □ □ desirable)		- Design Standards Ind. No. 525 - AASHTO Pg. 850-856
Minimum Spacing Entrance to Exit <sup>6</sup> Exit to Entrance Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft			- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	$L = WS$ (DS $\square\square 45$ mph) $L = WS^2/60$ (DS $\square\square 45$ mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525, 526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1
<u>Limited Access Spacing</u> Rural Urbanized	6 Miles 1 Mile	- Access Management Rule 14-97 Table 1, Sect. 14-97.003

## Ramp Operations

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

## Right-of-way

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


## **CONSENT AGENDA ITEM**

**#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 17, 2016

RE: Approval of Contract Renewal with  
4 Corner Resources LLC for Information Technology Services  
Contract No. 000895

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Board approval is requested for the second renewal of the referenced contract with 4 Corner Resources LLC, in the amount of \$450,000.00 for a one year period beginning October 3, 2016 and ending on October 2, 2017, at the same hourly rates currently being charged by 4 Corner Resources LLC under the original Contract which is a cooperative purchase (piggyback) agreement between 4 Corner Resources LLC and the State of Florida Department of Management Services (DMS), Contract No. 973-561-10-1.

Original Contract Amount	\$ 150,000.00
Supplemental Agreement No. 1	\$ 450,000.00
Supplemental Agreement No. 2	\$ 45,000.00
Supplemental Agreement No. 3	\$ 500,000.00
First Renewal	\$ 468,000.00
Second Renewal	\$ 450,000.00
Total	\$2,063,000.00

4 Corner Resources LLC provides a pool of support personnel from which our Information Technology (IT) Department can draw, on an as-needed basis, when specialized technical support is required.

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

Reviewed by:   
Corey Quinn  
Chief of Technology/Operations

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000895**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of September, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and 4 Corner Resources, LLC., herein after called the "Contractor."

**WITNESSETH**

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated June 27, 2012, with a Notice to Proceed date of October 3, 2012, whereby CFX retained the Contractor to perform information technology services in connection with CFX's business operations; 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 3rd day of October, 2016 and ending the 2nd day of October, 2017 at the cost of \$450,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending October 2, 2016, the Contractor shall execute a "Certificate of Completion of the first Contract Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending October 2, 2016.

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

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

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

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

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

Legal Approval as to Form

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



Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000895

16 JUL '15 PM 3:52

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9<sup>th</sup> day of July, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and 4 Corner Resources, LLC, hereinafter called "Contractor".

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated June 27, 2012, with a Notice to Proceed date of October 3, 2012, whereby the Authority retained Contractor to perform information technology services in connection with the Authority's business operations; 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 the first renewal of said Original Agreement beginning the 3<sup>rd</sup> day of October, 2015 and ending the 2<sup>nd</sup> day of October, 2016, at the cost of \$468,000.00, 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 October 2, 2015, 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 October 2, 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.

4 CORNER RESOURCES, LLC

BY: \_\_\_\_\_

Authorized Signature

Print Name: PETE NEWSONE

Title: PRESIDENT

ATTEST: Alicia Sterrett (SEAL)

Secretary or Notary

Alicia Sterrett

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_

Director of Procurement



If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_  
AS TO FORM

Joseph J. Harrison  
General Counsel for the Authority

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 3**

Contract Name: Information Technology Services  
Contract No. 000895  
Supplemental Agreement No. 3

This Supplemental Agreement entered into this 9<sup>th</sup> day of June, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY herein referred to as the "Authority", and 4 CORNER RESOURCES, LLC, herein referred to as the "Contractor", the same being supplementary to the Contract by and between the aforesaid, dated June 27, 2012, with a Notice Proceed date of October 3, 2012, for the cost of providing information technology services, in Orange County, Florida.

1. The Authority has determined it necessary to increase the Contract amount by \$500,000.00 in order to continue the required information technology services through the end of the Contract term, and
2. The Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated June 27, 2012, and
3. The Authority and Contractor agree that this Supplemental Agreement No. 3 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. 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 of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 3 is necessary to provide funding to continue the required information technology services through the end of the Contract term and was approved by the Authority's Board of Directors at its meeting on June 9, 2014.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Information Technology Services

Contract No.: 000895


Amount of Changes to this document: \$500,000.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By:   
Director of Procurement

4 CORNER RESOURCES, LLC

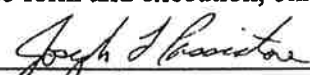
By:   
Signature


Print Name: PETE NEWSON

Title: PRESIDENT

Witness: 1) Charles Lewis  
2) Alicia Sterrett

Approved as to form and execution, only.

  
General Counsel for the Authority

RECEIVED  
CONTRACTS DEPT  
 09/20/14  
SIGNATURE / DATE

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Information Technology Services  
Contract No. 000895  
Supplemental Agreement No. 2

This Supplemental Agreement entered into this 6<sup>th</sup> day of May, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY herein referred to as the "Authority", and 4 CORNER RESOURCES, LLC, herein referred to as the "Contractor", the same being supplementary to the Contract by and between the aforesaid, dated June 27, 2012, for the cost of providing information technology services, in Orange County, Florida.

1. The Authority has determined it necessary to increase the Contract amount by \$45,000.00 in order to continue the required information technology services, and
2. The Contractor 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 June 27, 2012, and
3. The Authority and Contractor 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 Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 2 is necessary to provide funding to continue the required information technology services.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Information Technology Services

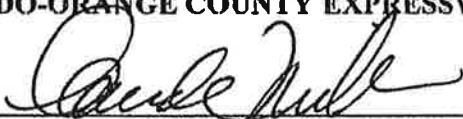
Contract No.: 000895

Amount of Changes to this document: \$45,000.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

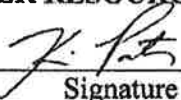
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By:

  
Director of Procurement

4 CORNER RESOURCES, LLC

By:


  
Signature

Print Name: Kris Panter

Title: Client Manager

Witness: 1)   
2) 

RECEIVED  
CONTRACTS DEPT

 5/14/14  
SIGNATURE / DATE

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Information Technology Services

Contract No. 000895

Supplemental Agreement No. 1

This Supplemental Agreement entered into this 26<sup>th</sup> day of June, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY herein referred to as the "Authority", and 4 CORNER RESOURCES, LLC, herein referred to as the "Contractor", the same being supplementary to the Contract by and between the aforesaid, dated June 27, 2012, for the cost of providing information technology services, in Orange County, Florida.

1. The Authority has determined it necessary to increase the Contract amount by \$450,000.00 in order to continue the required information technology services, and
2. The Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated June 27, 2012, and
3. The Authority and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract 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 Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to provide funding to continue the required information technology services and was approved by the Authority's Board of Directors at its meeting on June 26, 2013.

SUPPLEMENTAL AGREEMENT NO. 1

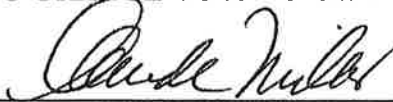
Contract Name: Information Technology Services

Contract No.: 000895

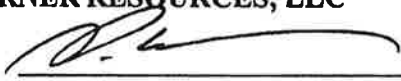
Amount of Changes to this document: \$450,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

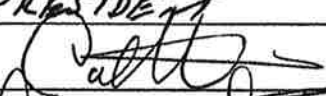
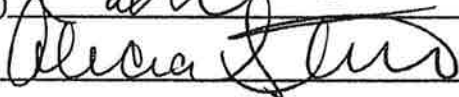
By:   
Director of Procurement

4 CORNER RESOURCES, LLC

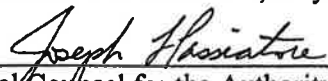
By:   
Signature


Print Name: PETER WENSOM

Title: PRESIDENT

Witness: 1)   
2) 

Approved as to form and execution, only.

  
General Counsel for the Authority

RECEIVED  
CONTRACTS DEPT  
 7/3/13  
SIGNATURE / DATE

# **CONTRACT**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
AND  
4 CORNER RESOURCES, LLC**

**INFORMATION TECHNOLOGY SERVICES  
CONTRACT NO. 000895**

**CONTRACT AMOUNT: \$150,000.00  
CONTRACT DATE: JUNE 27, 2012**



**ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY**

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**INFORMATION TECHNOLOGY SERVICES  
CONTRACT NO. 000895**

**JULY 2012**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

**Members of the Board**

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

**Interim Executive Director**

**Max Crumit, P.E.**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
INFORMATION TECHNOLOGY SERVICES  
CONTRACT NO. 000895**

This Contract is made this 27<sup>th</sup> day of June, 2012, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and 4 CORNER RESOURCES, LLC, of 20 North Orange Avenue, Suite 800, Orlando, Florida 32801, hereinafter the CONTRACTOR:

**WITNESSETH:**

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

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

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

**WHEREAS**, on or about September 15, 2009, the CONTRACTOR entered into an agreement with State of Florida Department of Management Services (DMS) under its Contract No. 973-561-10-1 to provide the same services as required by the AUTHORITY; and,

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

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

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

**1. SERVICES TO BE PROVIDED**

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

**2. CONTRACT TERM AND TERMINATION**

The term of the Contract will be three (3) years from the date established in the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of 1 year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract Term.

Termination shall be according to the CONTRACTOR's agreement with DMS.

**3. COMPENSATION FOR SERVICES**

The Contract Amount for the Contract term shall not exceed \$150,000.00 Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with DMS.

**4. CONTRACTOR INSURANCE**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with DMS. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers,

agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees.

#### **6. PUBLIC RECORDS**

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

#### **7. PRESS RELEASES**

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

#### **8. PERMITS, LICENSES, ETC.**

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

#### **9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY'S Ethics Policy. The CONTRACTOR 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, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

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

#### **10. NONDISCRIMINATION**

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

#### **11. SUBLETTING AND ASSIGNMENT**

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

#### **12. PREVAILING PARTY ATTORNEY'S FEES**

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

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

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

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof,

which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

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

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

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

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

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

### **13. 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.

### **14. 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.

### **15. RELATIONSHIPS**

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

Any approval by 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.

### **16. 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:

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

16.2 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.

### **17. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first set forth above. This Contract was awarded by the Authority's Board of Directors at its meeting on June 27, 2012.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By:   
Director of Procurement

4 CORNER RESOURCES, LLC

By:   
Kris Panter  
Print Name

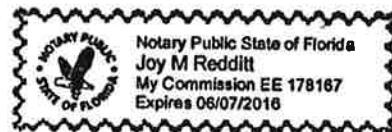
Client Executive  
Title

Attest:  (Seal)

Date: 7-11-12

Approved as to form and execution, only.

  
General Counsel for the AUTHORITY







DEPARTMENT OF MANAGEMENT  
**SERVICES**

**RICK SCOTT**  
Governor

**JOHN P. MILES**  
Secretary

---

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

January 12, 2012

AMENDMENT NO.: (973-561-10-1) - 6

TO: Department Addressed / User Agency  
FROM: Director, State Purchasing  
SUBJECT: Contract No. 973-561-10-1  
TITLE: IT Consulting Services Vendor Assumption of Responsibilities

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Effective immediately, Tripp Forrest LMR Consulting, LLC is assuming all contractual responsibilities of contract (#973-561-10-1) listed above, from Bob Ferrell Consulting, LLC.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.



**rick scott**  
Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

**JOHN P. MILES**  
Secretary

---

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

May 6, 2011

AMENDMENT NO.: (973-561-10-1) - 5

TO: Department Addressed / User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 973-561-10-1

TITLE: IT Consulting Services Vendor Request to be removed from State Term Contract

Effective immediately, Computer Magic Technologies, Inc. is removed from the IT Consulting Services Contract (973-561-10-1), pursuant to their request.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.



Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Tel: 850.488.8440  
Fax: 850.414-6122  
[www.dms.MyFlorida.com](http://www.dms.MyFlorida.com)

Governor Charlie Crist

Secretary Linda H. South

December 06, 2010

Suite 360

Amendment No.: (973-561-10-1)-4

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Assignment of Contract

**Eventus Group Technology Resources, LLC** has requested assignment of its rights and obligations under the Information Technology Consulting Services contract, #973-561-10-1, to **Intellapro, LLC**.

Division of State Purchasing approved the assignment.



Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Tel: 850.488.8440  
Fax: 850.414-6122  
[www.dms.MyFlorida.com](http://www.dms.MyFlorida.com)

Governor Charlie Crist

Secretary Linda H. South

November 3, 2010

AMENDMENT NO.: (973-561-10-1) - 3

TO: Department Addressed / User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 973-561-10-1

TITLE: IT Consulting Services Vendor Request to be removed from State Term Contract

Effective immediately, Watson SCS, Inc., is removed from the IT Consulting Services Contract (973-561-10-1), pursuant to their request.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.



Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Tel: 850.488.8410  
Fax: 850.414-6122  
[www.dms.MyFlorida.com](http://www.dms.MyFlorida.com)

Governor Charlie Crist

Secretary Linda H. South

February 23, 2010

**AMENDMENT NO.:** (973-561-10-1) - 2

**TO:** Department Addressed / User Agency  
**FROM:** Director, State Purchasing  
**SUBJECT:** Contract No. 973-561-10-1  
**TITLE:** IT Consulting Services Vendor Assumption of Responsibilities

Effective immediately, Critigen LLC is assuming all contractual responsibilities of contract (#973-561-10-1) listed above, from CH2M Hill.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

Attachment

DSP/arn



Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Tel: 850.488.8440  
Fax: 850.414-6122  
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

February 23, 2010

AMENDMENT NO.: (973-561-10-1) - 1

TO: Department Addressed / User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 973-561-10-1

TITLE: IT Consulting Services Vendor Request to be removed from State Term Contract

Effective immediately, Innovative Software Products, Inc. is hereby removed from the IT Consulting Services Contract (973-561-10-1), pursuant to their request.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

Attachment

DSP/am



Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Tel: 850.488.8440  
Fax: 850.414-6122  
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

September 25, 2009

**MEMORANDUM NO.:** (973-561-010-1)

**TO:** Department Addressed / User Agency  
**FROM:** Director, State Purchasing  
**SUBJECT:** Contract No. 973-561-010-1 -- Awarded Vendors  
**TITLE:** Information and Technology Services

The above mentioned Contract was executed on September 15, 2009 and expires on August 31, 2012 with the following vendors:

22nd Century Technologies, Inc.  
3k Technologies, LLC  
4 Corner Resources LLC  
A. L. Jackson & Company, P.A.  
AAJ Computer Services Inc.  
Acacia Consulting, Inc.  
Accenture LLP  
Acclaim Systems  
AceApplications, LLC  
ACRO SERVICE CORP.  
Adcuent, Inc.  
Advanced Consulting Enterprises, Inc.  
Advanced Data Solutions, Inc.  
Advanced Data Systems, Inc.  
Advanced MarketPlace, Inc.  
Advanced Systems Design, Inc.  
Advanced Total Systems, Inc.  
Aequor Technologies, Inc.  
Aesir Software Inc.  
AJILON CONSULTING  
ALFA GL INC  
Alltech Consulting Inc.  
Alpha Data Corporation  
Alpha Technologies Inc.(USA)  
Aluise and Associates, Inc.  
AMEC Earth & Environmental, Inc. (Information Management)  
Animus Solutions, Inc.  
AP Professional Services  
APC Work Force Solutions dba ZeroChaos  
Apex Systems, Inc.  
Apollo Professional Solution Inc.

Aptuity Solutions, Inc  
AR International Enterprises, Inc.  
Ardent Technologies Inc  
Ariston Consulting and Technologies, Inc  
ARK Solutions Inc.  
ArmAmy Inc.  
Ashvins Group  
ASK Staffing, Inc.  
AST Corporation  
ASYSCO, Inc  
AT&T  
Atlantic Data Inc.  
Autonomic Resources  
Auxis, Inc.  
Axos Technologies, Inc.  
B2B Technologies, LLC  
Bahwan Cybertek, Inc.  
Barssat Corp  
Bay Systems, Inc.  
Bayshore Technologies Inc.  
Baywood Technologies Inc  
BCI-IT, Inc.  
Beacon Systems, Inc left  
BLM Technologies of Florida, LLC  
Bob Ferrell Consulting, LLC  
Brandt Information Services, Inc.  
BriteVision Technologies Inc  
Bruce Harris & Associates, Inc.  
Buffer Inc  
Business & Technology Resource Group  
Business Information Technology Solutions.com, Inc. dba ABTSolutions  
Business Technology Group Inc  
C&T Consulting Services LLP  
C&T Information Technology Consulting, Inc.  
CAD Management Resources, Inc.  
Cajana Inc.  
Calhoun International LLC  
CanDoTech Consulting Inc  
Capgemini Government Solutions LLC  
Capital Technology Partners  
Capitol Systems Inc.  
Carahsoft Technology Corp in c/o Prosys Information Systems  
Carney Solutions Inc.  
Catapult Systems, Inc.  
CDT Business Solutions Inc  
Celer Systems, Inc  
Centurion, Inc.  
CGI-AMS Inc.  
CH2M HILL  
Chicago Systems Group, Inc.  
CIBER, Inc.  
Citizant, Inc.



CMC AMERICAS, INC.  
 CNC Consulting  
 Cogent Infotech Corporation  
 Coleman Technologies, Inc.  
 Colyar Consulting Group, Inc  
 CommerNet  
 Comp. Consults of Amer-FL, Inc  
 Companion Professional Services, LLC  
 CompuGroup Technologies Inc  
 Computech Corporation  
 Computer Aid, Inc.  
 Computer Magic Technologies, I  
 Computer Professional Staffing, Inc.  
 Computer Training & Consulting LLC  
 Computer Tutors USA  
 COMSYS Information Technology Services  
 Configuration Management, Inc.  
 Consultancy By Kingfisher Inc  
 Consulting Solutions Int'l  
 Consultis of Boca Raton, Inc.  
 Content Application Systems LLC  
 Convergence Consulting Group  
 Cook Systems International  
 COOLSOFT LLC  
 corlmax, inc.  
 Cornerstone Software Services  
 Creative Consulting Co.  
 Creative Pursuits, Inc.  
 Cyber Rental Consultants, Inc.  
 CyberBest Technology, Inc  
 CyberSoft Sales LLC  
 CyberStaff America, Ltd.  
 DAS Resources, Inc.  
 Data Consulting Group  
 Data Industries, Ltd.  
 Data Transfer Solutions, LLC  
 DatamanUSA,LLC  
 DBMOORE Consulting Services  
 Dell Marketing L.P  
 Deloitte Consulting LLP  
 Dewberry & Davis LLC  
 Deyo, Inc.  
 DG Technology Consulting LLC  
 Diane Meiller and Associates, Incorporated  
 Digital Hands  
 Digital Intelligence Systems Corp.  
 Document Advantage Corporation  
 DSM.net  
 DynTek Services, Inc.  
 Eagle Business Solutions, LLC  
 EarthData International, Inc.  
 Effervo Technologies Inc

EIS Technologies Inc  
ELEGANT SOFTWARE LLC  
EMA, Inc.  
EMC CORPORATION  
Employer Management Solutions  
ENS Corp  
ENTERPRISE 24X7 INC.  
Enterprise Strategies, LLC  
EP2M, L.L.C.  
EPIC Engineering & Consulting Group, LLC  
Ernst & Young LLP  
Etchasoft Incorporated  
e-TechServices.com, Inc.  
ETI Professionals, Inc. (dba for EnviroTemps, Inc.)  
eVantage technologies  
Eventus Group Technology Resources, LLC  
Everest Solutions, LLC  
Evergreen Solutions, LLC  
ExecuTek, Inc.  
EXPINFO  
extendsoft corporation  
Extensys, Inc.  
Finch-Hatton Group  
Fishnet Security  
Five Points Technology Group, Inc.  
Florida Business Technologies, LLC  
Florida Information Technology Centers of Excellence  
Focused Energy, LLC  
Focused HR Solutions, LLC  
Force 5, Inc.  
Fry and Associates, Inc dba Lines of Communication  
GDKN Corporation  
GeBBS Software International, Inc.  
Gem Global  
GeoCove, Inc.  
GeoDecisions, a Division of Gannett Fleming, Inc.  
Geographic Information Service, Inc.  
Global Associates Inc  
Global Information Services  
Global Nest, LLC  
Global Network Systems of Maryland, Inc.  
GMR Aerial Suveys, Inc. dba Photo Science Inc.  
G-Squared Consulting LLC  
Harris IT Services Corporation  
Hayes E-Government Resources  
Hewlett-Packard Company  
Hipp Waters I.T., Inc.  
Hixardt Technologies, INC  
Holden, Stuart & Associates LLC d.b.a. Asevotech  
Hudson Highland Group  
HyperGen Inc.  
IBM Corporation

ICATT, Inc.  
 Image API, Inc.  
 Image Technology Resources  
 Imager Software, Inc  
 Independent Systems Solutions, Inc.  
 Indra USA  
 Infinite Computing Systems, Inc  
 Infinity Software Development, Inc.  
 infoExperts, Inc.  
 Information Access Systems, Inc  
 Information Systems Consultants  
 Information Systems of Florida  
 INFORMATIX INC  
 Innovative Software Products, Inc.  
 Insight Public Sector, Inc.  
 Inspired Technologies of North Florida, Inc.  
 Intagras  
 Integrated Computer Solutions  
 Integrated Technology services, Inc.  
 IntegriSource, Inc  
 Integrity Consulting LLC  
 IntelliSoft Technologies, Inc.  
 International Computer Business Management Corporation  
 International Data Consultants  
 International Projects Consultancy Services, Inc.  
 ISOCORP, Inc.  
 ITRecruiter, LLC.  
 Jacobs Technology Inc.  
 Jawood Management Associates  
 Jefferson Wells International  
 Jones, Edmunds & Associates  
 Judge Technical Services, Inc.  
 Justalent LLC  
 JYACC Inc. D/B/A Prolifics  
 Kforce Inc.  
 KinetixHR  
 Kirkwood Consulting, LLC  
 KIT Solutions, LLC  
 KLC Consulting, Inc.  
 KPMG LLP  
 Kyra InfoTech Inc.  
 Kyzen Consulting Services, Inc.  
 L-3 Services, Inc.  
 Langham Consulting  
 Leading Edge Systems Richmond  
 Leeonsoft Corporation  
 Lexmark International, Inc.  
 LoganBritton, Inc  
 Logic House Ltd.  
 Lucid Government Solutions  
 M&S Enterprises of Orlando, LLC  
 Maden Technologies

Mainline Information Systems, Inc  
 Mall Lobby.com  
 Management Recruiters of Woodbridge, Inc.  
 Manpower Professional  
 Marquis Software Development, Inc.  
 Mascon Global Consulting, Inc.  
 Matrix Information Systems, Inc.  
 MAXIMUS  
 McAsh Business Systems  
 MedRP INTERNATIONAL, INC.  
 Meridian Partners, LLC  
 Meridian Technologies, Inc.  
 Metaformers  
 Metanoia Solutions Inc  
 MethodFactory  
 Metro Group Inc  
 Metropolitan Design & Consulting Group, Inc.  
 MGT of America Inc  
 MIKA CONSULTING  
 Millennium Consulting LLC  
 Millennium Technology Group, Inc.  
 Mirage Software Inc  
 Mitchell/Martin Inc  
 Molinar Technical Solutions, LLC  
 Momentum Consulting Corp  
 Montalbano & Associates, Inc.  
 Moore Integrated Solutions, Inc.  
 Moorecroft Systems Inc  
 Moten Tate, Inc.  
 MPS Group  
 National Center for State Courts  
 Navayuga Infotech LLC  
 NAZTEC INTERNATIONAL GROUP LLC  
 Nicomp International, Inc.  
 Nu Info Systems, Inc  
 Omni Source, Inc.  
 OmniPoint International LLC  
 OneTechPlace, Inc.  
 Open Systems Inc.  
 Optimum Software Solutions, Inc  
 Ovionx, Inc.  
 P2P Staffing Corp.  
 Paul Consulting Inc.  
 PBS&J  
 Peak Systems, Inc.  
 PeoplePoint Solutions, LLC  
 Perez Software Services Inc  
 Pitney Bowes Management Services  
 PixelBlink Studios LLC  
 Planet Technologies, Inc.  
 Plato Consulting, Inc.  
 Point Break Solutions

Policy Studies Inc.  
 Pomeroy IT Solutions Sales Company, Inc.  
 Presidio Corporation  
 PricewaterhouseCoopers LLP  
 Princeton Information, LTD  
 Professional Consulting Association, LLC  
 Prosys Information Systems  
 RADGOV, INC  
 Radian Solutions LLC  
 RADISE International  
 Randcol, LLC  
 Rapid Global Business Solutions Incorporated  
 RCG Information Technology  
 RCR Technology Corporation  
 Real Software Inc  
 RedSalsa Technologies, Inc.  
 Resource And Planning Technologies, Inc.  
 Resource Solutions Group, Inc.  
 Resource Technologies Corporation  
 Resources Global Professionals  
 Revolution Technologies, LLC  
 RitaTechnology Services  
 RLTCORP Software Development Services  
 RNR Consulting  
 Robert Half International  
 Rogue Technologies Integration  
 ROH, Incorporated  
 ROI Consulting Group, Inc.  
 Ronco Communications , Inc.  
 Root Vector  
 Rose International, Inc  
 S3 Technologies, Inc.  
 Sai Information Systems, Inc  
 SAINCE, INC.  
 Sanrose Information Services Inc.  
 Sapphire Technologies, LLC.  
 Savant International, Inc.  
 Scicom Infrastructure Services, Inc.  
 Sectorsource, LLC  
 Seva Technologies, LLC  
 Seven Technologies Corp  
 SGS Technologie LLC  
 Sherlock Group Inc  
 Shirley Hollywood & Assocs Inc.  
 Signature Consultants LLC  
 skillstorm  
 SkillStorm Commercial Services  
 SkyBridge Resources  
 SMK TECHNOLOGIES LLC  
 SMX SERVICES & CONSULTING  
 Softpath System  
 Software House Int

Software Integration Services Inc  
 Software People Inc.  
 Software Process Management, Inc.  
 Software Resources Inc  
 Sogeti USA LLC  
 Solomons International, LLC  
 Solution ArchiTECHS, Inc.  
 SophLogic Global LLC  
 SQA Global Resources, LLC  
 Staffing Providers, Inc  
 Starboard Consulting, LLC  
 Stradis, Inc.  
 Strategic IT Alignment Group, LLC  
 Strategic Staffing Solutions  
 Sunera LLC  
 SunGard Availability Services  
 SunPlus Data Group  
 SUVI TECHNOLOGY GROUP, INC.  
 Synchronous Solutions, Inc.  
 Synergy One Partners, LLC  
 SYSMIND LLC  
 System Engineering Design, LLC  
 System soft Technologies, Inc  
 Systems Provider, Inc.  
 T2 Software Services, Inc.  
 Tal Search Group, Inc.  
 Tandel Systems, Inc.  
 TATA America International Corporation  
 TAV, LLC  
 TEAM Information Services  
 Tech USA, LLC  
 TechMaint,LLP  
 Technisource, Inc.  
 Technology Assurance Labs LLC  
 Techno-Transfers of Florida, Inc.  
 TEC-LINK, LLC  
 TEK Source USA, Inc  
 TEKsystems, Inc.  
 The Canopy of Technology, Inc.  
 The Experts, Inc.  
 The Fountain Group  
 The Greentree Group  
 The Infrastructure Marketing Group, LLC  
 The Intersect Group, LLC  
 The James Group, LLC  
 The LSH Group, LLC  
 The North Highland Company  
 The Proven Method  
 The Revere Group  
 The Software Engineering Group, LLC  
 The Tews Company  
 Theseus Professional Services, LLC

Think Development Systems  
ThinkCreative  
Threshold Placement Services, Inc.  
TR Network Consulting, LLC  
Transcendent Group  
Tribridge LLC  
True North Geographic Technologies, LLC  
TrueBridge Resources  
TruePenny People LLC  
TYBRIN Corporation  
Uber Operations LLC  
Unified Business Technologies  
Unisys Corporation  
Universal Understanding, LLC  
URS Corporation Southern  
US TECH SOLUTIONS  
V Group Inc.  
V2Soft, Inc.  
Vayyusoft LLC  
Vcarve, Inc.  
Vector Consulting, Inc.  
Ved Software Services Inc.  
Velociteach Project Management, LLC  
Veredus Corporation  
Verizon Business  
VirtueGroup LLC  
Vision Information Technologies, inc  
Visionary Integration Professionals, LLC  
Visium Resources  
Vista International Operations  
Vista Technologies International  
Visual Solutions Inc.  
Vitaver & Associates, Inc.  
Watson SCS, Inc.  
WebZion, L.L.C.  
WilsonMiller, Inc.  
wiseOutlook  
Woolpert, Inc.  
Workflow Technologies Inc  
Workgroup Connections, Inc.  
Xcelligent, LLC  
XRiver Technologies LLC  
Yang Enterprises, Inc.  
zenith infoway inc

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator Holly Merrick at [holly.merrick@dms.myflorida.com](mailto:holly.merrick@dms.myflorida.com) or PH 850-488-7804.

CWC/hm

Attachment



## CONTRACT

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Request for Proposal No. 2-973-561-K for IT Consulting. The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific services awarded to Contractor, and the maximum rates Contractor may charge Eligible Customers, are identified on the attached Price Sheets.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2009). The term of the Contract shall commence on the last date signed below and expires on August 31, 2012. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, including Price Sheets
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)
- Any Purchase Order under the Contract
- Contractor's Response

\_\_\_\_\_  
State of Florida, Date  
Department of Management Services  
By: Linda H. South, Secretary

Contractor Name: \_\_\_\_\_  
Street Address or P.O. Box: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
By: Date  
Its:

Approved as to form and legality  
by the Department General Counsel's Office: \_\_\_\_\_

# **REQUEST FOR PROPOSAL (RFP)**

## **FOR INFORMATION TECHNOLOGY CONSULTING**

**RFP No. 2-973-561-K**



**RFP ISSUE DATE: JULY 10, 2009  
RESPONSES DUE: AUGUST 10, 2009 2:00 P.M. E.T.**

**REFER ALL INQUIRIES TO:**

**HOLLY MERRICK, FCCN and FCCM  
PURCHASING ANALYST  
DIVISION OF STATE PURCHASING  
DEPARTMENT OF MANAGEMENT SERVICES  
4050 ESPLANADE WAY, SUITE 360  
TALLAHASSEE, FL 32399**

**TABLE OF CONTENTS:**

- 1.0 INTRODUCTION**
- 2.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)**
- 3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS**
- 4.0 GENERAL CONTRACT CONDITIONS (PUR 1000)**
- 5.0 SPECIAL CONTRACT CONDITIONS**
- 6.0 TECHNICAL SPECIFICATIONS**
- 7.0 PRICE SHEETS, FORMS, AND ATTACHMENTS**

## **SECTION 1.0**

### **INTRODUCTION**

#### **CONTENTS:**

- 1.1 PURPOSE / TERM**
- 1.2 CONTACT INFORMATION**
- 1.3 LOBBYING**
- 1.4 EVENT TIMELINE**

**1.1 Purpose - Term.**

The State of Florida, through the Department of Management Services, Division of State Purchasing is issuing this Request for Proposals (RFP) to obtain responses from potential Contractors to provide the Information Technology Consulting and Staff Augmentation services described in this competitive solicitation in the following listed Project Areas:

Project Area	Description
1	Analysis and Design
2	Development & Integration
3	Operational Support
4	Staff Augmentation

State Agencies and Other Eligible Users (OEU) ("Customers") will use Prime Contractors awarded in Project Areas 1, 2 and 3 to contract for work on specific projects and issue purchase orders (POs) for these project areas. The POs will include Task Orders and specify service levels and desired outcomes or expected "deliverables".

Customers will create a scope of work each time they desire to solicit services pursuant to this Contract. The scope of work will be incorporated into a Task Order which will be issued to the selected Contractor. The Task Order will, in most cases, require a Request for Quotes (RFQ) process. The Quotation Requirements for Task Orders are outlined in the table below:

Quotation Requirements	
\$0 – \$14,999	Agency adheres to internal policies and procedures.
\$15,000 - \$2,000,000	Agency solicits at least 3 quotes among Contract Vendors of its choice.
\$2,000,001 - \$5,000,000	Agency selects BEST RESPONSE to Statement of Work issued to at least 10 Contract Vendors of its choice.
\$5,000,001 - \$10,000,000	Agency selects BEST PROPOSAL submitted upon notification of ALL Contract Vendors within the appropriate Project Area(s).
Over \$10,000,000	RFP or ITN to Open Market not via this State Term Contract.

Section 6.1 "Task Orders" of this solicitation addresses this process in detail.

Customers will use "Project Area 4" when staff augmentation services from awardees that possess the technical skills are needed by the client organization on a contingent assignment basis. The requirements for a staff augmentation purchase order include the requisite educational qualifications and experience of the individual. An RFQ process is not required for staff augmentation procurement as all contracted rates and qualified positions will be published on the Contract resulting from this solicitation.

Respondents should carefully review all Sections of this RFP with particular attention to Section 2 (PUR 1001), Section 4 (PUR 1000) and Sections 5 (Special Contract Conditions). All Sections of this RFP must be accepted, and will be incorporated into the Contract without modification.

The State's MyFloridaMarketPlace e-Procurement system (the "MFMP System", "MFMP") will be used to conduct this competitive event.

The term of the contract resulting from this RFP shall be three (3) years from the date of execution. The contract resulting from this solicitation is anticipated to begin on or about September 1, 2009.

Along with all other information contained in this solicitation, Respondents should consider the following issues in developing Responses:

1. Current contracts. Customers may retain existing purchase documents issued pursuant to previous procurement methods and staffing currently provided under existing purchase documents through their current term, including renewals and extensions as determined to be in the best interests of the State. New requirements and replacement of staff due to attrition shall be provided under this Contract or other appropriate alternatives.
2. Hardware and Software purchases. This contract is NOT intended to enable purchases of IT hardware or commercial off-the-shelf (COTS) software outside of a larger IT Consulting Services solution and shall not be used by users to solicit these commodities. In the event that a Customer has developed a scope of work that requires hardware or COTS software as part of a delivered solution, the Customer should, in accordance with chapter 287, F.S. or other controlling law(s), seek the most cost-effective legal method of procuring such products.

Notwithstanding this general prohibition, in the event that the Contractor provides hardware or COTS software to the Customer in the performance of a Task Order, terms and conditions addressing such items are included in this contract. These provisions should not be construed by any party as authority to purchase hardware or COTS software from this Contract, independent of a larger IT Consulting Services solution.

#### **1.2 Contact Information.**

The Contact Person is the sole point of contact from the date of release of this RFP until the contract award is made:

**Holly Merrick, FCCN and FCCM**  
Purchasing Analyst, Division of State Purchasing  
4050 Esplanade Way  
Tallahassee, Florida 32399  
Telephone: (850) 488-7804  
Fax: (850) 414 6122  
Email: [holly.merrick@dms.myflorida.com](mailto:holly.merrick@dms.myflorida.com)

All questions must be submitted via the Q&A Board within MFMP and shall be received no later than the time and date reflected on the Event Timeline in Section 1.4. The State will provide responses to the questions according to the calendar. All questions submitted

through the Q&A Board shall be published and answered in a manner that all respondents will be able to view.

**1.3 Lobbying.**

In accordance with s. 216.347, F.S., and as provided herein, the Vendor (Contractor) may not lobby this Department, the legislature, the executive branch, or any other State Agency relating to any aspect of this RFP during the procurement process. Violation of this restriction may be cause for disqualification from the procurement process.

**1.4 Event Timeline.**

Event	Time (EDT)	Date
Release RFP		July 10, 2009
Deadline to Submit Questions	2:00 PM	July 21, 2009
Post formal Response to Questions		July 24, 2009
RFP Responses Due	2:00 PM	August 10, 2009
Formal Posting of Award		August 25, 2009
Contract Start Date (On or about)		September 1, 2009

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE.

DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE (SECTION 1.4) OF THIS RFP.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

## **SECTION 2.0**

### **GENERAL INSTRUCTIONS TO RESPONDENTS, STATE OF FLORIDA FORM PUR 1001**

#### **CONTENTS:**

- 2.1 DEFINITIONS**
- 2.2 GENERAL INSTRUCTIONS**
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES**
- 2.4 TERMS AND CONDITIONS**
- 2.5 QUESTIONS**
- 2.6 CONFLICT OF INTEREST**
- 2.7 CONVICTED VENDORS**
- 2.8 DISCRIMINATORY VENDORS**
- 2.9 RESPONDENT'S REPRESENTATION AND AUTHORIZATION**
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS**
- 2.11 PERFORMANCE QUALIFICATIONS**
- 2.12 PUBLIC OPENING**
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**
- 2.14 FIRM RESPONSE**
- 2.15 CLARIFICATIONS/ REVISIONS**
- 2.16 MINOR IRREGULARITIES / RIGHT TO REJECT**
- 2.17 CONTRACT FORMATION**
- 2.18 CONTRACT OVERLAP**
- 2.19 PUBLIC RECORDS**
- 2.20 PROTESTS**
- 2.21 LIMITATION ON VENDOR CONTACT**



## **2.1 Definitions.**

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. **"Buyer"** means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- b. **"Procurement Officer"** means the Buyer's contracting personnel, as identified in the Introductory Materials.
- c. **"Respondent"** means the entity that submits materials to the Buyer in accordance with these Instructions.
- d. **"Response"** means the material submitted by the respondent in answering the solicitation.
- e. **"Timeline"** means the list of critical dates and actions included in the Introductory Materials.

## **2.2. General Instructions.**

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

## **2.3 Electronic Submission of Responses.**

Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

## **2.4 Terms and Conditions.**

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**2.5 Questions.**

Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 2.20 of these Instructions.

**2.6 Conflict of Interest.**

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

**2.7 Convicted Vendors.**

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

**2.8 Discriminatory Vendors.**

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

## **2.9 Respondent's Representation and Authorization.**

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**2.10 Manufacturer's Name and Approved Equivalents.**

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**2.11 Performance Qualifications.**

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or

terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**2.12 Public Opening.**

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

**2.13 Electronic Posting of Notice of Intended Award.**

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <http://fcn.state.fl.us/owa/vbs/owa/vbs/www.main.menu>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

**2.14 Firm Response.**

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

**2.15 Clarifications/Revisions.**

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**2.16 Minor Irregularities/Right to Reject.**

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

**2.17 Contract Formation.**

The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**2.18 Contract Overlap.**

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**2.19 Public Records.**

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**2.20 Protests.**

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

**Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.**

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

**2.21 Limitation on Vendor Contact with Agency During Solicitation Period.**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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## **SECTION 3.0**

### **SPECIAL INSTRUCTIONS TO RESPONDENTS**

**SPECIAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN THIS SECTION 3.0 MAY SUPERSEDE OR SUPPLEMENT GENERAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN SECTION 2.0.**

- 3.1 DEFINITIONS**
- 3.2 ORDER OF PRECEDENCE**
- 3.3 WHO MAY RESPOND**
- 3.4 MYFLORIDAMARKETPLACE (MFMP) OVERVIEW**
- 3.5 ADDENDA TO THE RFP DOCUMENTS**
- 3.6 SUBMITTAL OF RESPONSE**
- 3.7 PRICING SPREADSHEET**
- 3.8 TEAMING PARTNERS AND SUBCONTRACTORS**
- 3.9 EVALUATION AND SELECTION PROCESS**
- 3.10 BASIS FOR AWARD**
- 3.11 ELECTRONIC POSTING OF NOTICE OF INTENT TO AWARD**
- 3.12 FIRM RESPONSE**
- 3.13 CANCELLATION OR WITHDRAWAL OF RFP**
- 3.14 STATE OBJECTIVES**



### 3.1 Definitions.

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. **"Contractor"** means any person who contracts to sell contractual services to an agency.
- b. **"Department"** means the State of Florida, Department of Management Services.
- c. **"Deliverable"** is a discrete service provided to a Customer, as detailed in a Task Order.
- d. **"Division of State Purchasing"** shall mean the organizational entity acting on behalf of the State of Florida and the Department of Management Services.
- e. **"Eligible User"** (per s. 60A-1.005 F.A.C.) shall mean a governmental agency, as defined in s. 163.3164, F.S., which has a physical presence within the State of Florida; and may include any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.
- f. **"Pay Rate"** The hourly salary paid to the contingent worker. Note: the state reserves the right to verify this through audit.
- g. **"Request for Proposal (RFP)"** shall mean this solicitation document.
- h. **"Response"** shall mean the formal written response to this document.
- i. **"Respondent"** shall mean the IT Consulting Services Provider or Provider of Staff Augmentation submitting a response to this RFP.
- j. **"Services"** means any deliverable or work performed under the Contract, which may include contractual services, commodities or software.
- k. **"State"** shall mean the State of Florida and Participating Entities, their employees, agents and designees, while acting within the scope of their agency employment or office.
- l. **"State Agency"** shall mean an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises full budgetary and statutory control.
- m. **"State Term Contract"** shall mean contracts procured by the State of Florida, Division of State Purchasing.

- n. **“Task Order”** means the form or format used to make a purchase under the Contract (e.g., a formal written task order, electronic purchase order, procurement card, or other authorized means).

### **3.2 Order of Precedence.**

Potential Respondents for this solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail. In the event any conflict exists between the Special and General Conditions, those conditions specified in the Special Conditions shall prevail.

All responses are subject to the terms of the following sections of this RFP, which, in case of conflict, shall have the order of precedence listed:

- Any written amendments to the Contract
- This document, including Price Sheets
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)
- Any purchase order under the Contract
- Contractor’s Response

### **3.3 Who May Respond.**

Providers who are in good standing with the State of Florida, meet the technical specifications outlined in Section 6, and possess the financial capability, experience and personnel resources to provide services of the scope and breadth described in this RFP.

The Department reserves the right to request additional information and/or clarification pertaining to the Respondent’s experience, ability, and qualifications to perform services described in this RFP, during the solicitation or after contract award.

A Respondent who fails to provide the requested information and/or clarification or submits false or erroneous information may be deemed non-responsive and shall not be awarded a contract.

If the Respondent’s Proposal is found to contain false and/or erroneous information after contract award, the contract may be terminated.

### **3.4 MyFloridaMarketPlace (MFMP) Overview.**

Responses to this RFP must be submitted electronically into the MyFloridaMarketPlace (MFMP) Sourcing Tool.

MyFloridaMarketPlace Sourcing Tool Tips:

When working in the Sourcing Tool, be aware of the twenty (20) minute time-out function in the tool. This means that you should save your work (click the SAVE button)

at intervals of less than twenty (20) minutes to ensure your entries since your last save are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your RFP responses. The SAVE button does not transmit your RFP response to the State. In order to transmit your RFP response to the State, you must click the SUBMIT button on the SUMMARY page of the RFP response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted response within the Sourcing Tool to verify that the response is accurately and completely captured within the Sourcing Tool. Respondents must do this while there is sufficient time remaining in the Solicitation period in the event you discover an error and need to resubmit a revised response.

To validate your response, you should do the following before the Solicitation period ends:

- a) Go to My Responses tab within Sourcing Tool after you submitted your response.
- b) Click on the Response ID number of your last submitted response.
- c) Review response to make sure all responses are complete, accurate and as you intended to submit.
- d) Minimum areas to check are:
  - i. Text boxes – Is your entire answer viewable?
  - ii. Yes/No questions – Is the displayed answer correct?
  - iii. All uploaded document files / scanned documents –  
Can you open attached document and clearly view entire content?
  - iv. Required Items - Are all items completed as required within the Sourcing Tool?

It is strongly recommended not to wait until the last hours to upload and validate your response to this or any solicitation.

**Email Notification:** Respondents are reminded that the Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation and does not guarantee that Respondents will receive email notifications concerning the posting, amendment or close of RFPs. Respondents are responsible for checking the MFMP Sourcing Tool and / or the Vendor Bid System for information and updates concerning this RFP.

Please note that when agency decisions are posted on the Vendor Bid System, email notifications are not automatically generated. It is the responsibility of the Vendor to check the Vendor Bid System for any addenda, clarifications, or additional postings to this solicitation.

**Optional MyFloridaMarketPlace Sourcing Tool Training:** "On-Demand" is a web-based interactive training application available to all respondents to assist in learning how to respond to an event using the MFMP Sourcing Tool. The link is

<http://training.myfloridamarketplace.com/vendor/toc.html> click on Responding to Sourcing Event.

**IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE.**

**DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE (SECTION 1.4) OF THIS RFP.**

**3.5 Addenda to the RFP Documents.**

The Department reserves the right to issue addenda to the RFP. Notice of any addenda will be posted within MFMP and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the RFP. Each Respondent is responsible for monitoring the site for new or changing information concerning this RFP.

Respondents are reminded that the Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee that Respondents will receive, email notifications concerning any posting, amendment or close of solicitations.

**3.6 Submittal of Response.**

Responses shall be completed per instructions in this RFP document, and must be submitted electronically into the MFMP Sourcing Tool.

Respondents should download the solicitation, complete any required sections or forms, and upload their completed submission in the spaces provided within the MFMP Sourcing Tool.

Some of the forms (Attachments) in Section 7 **require** a signature. These should be downloaded, executed, and submitted where indicated.

**It is especially important to have an authorized company official sign the Contact Form (Attachment 6). If your company is selected for award, the State will sign the Contract Form to establish the State Term Contract and return a fully executed copy to your firm. Please be advised, if your company is NOT selected for award the Contract document will be retained by the Department.**

Each Respondent is responsible for ensuring that its response is submitted in the MFMP Sourcing Tool in the proper time per the Event Timeline (Section 1.4). The Respondent

shall review this entire RFP; complete the Certifications Table in Attachment 1, and submit all forms required as part of the Respondent's response. Failure to provide completed documents, forms, or certification documentation may result in the disqualification of the Respondent.

**CERTIFICATION OF ACCEPTANCE FOR THE TERMS AND CONDITIONS IS TO BE DONE WITHIN THE TABLE IN SECTION 3.6.1 BELOW.**

**3.6.1 Initial Determination of Responsiveness.**

The Department shall evaluate eligible ("responsible and responsive") responses. Responses that do not meet the minimum requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status with the State do not reflect the capability, integrity or reliability to fully, and in good faith, perform the requirements of the Contract, may be rejected as non-responsive. The Department reserves the right to determine which responses meet the requirements of this solicitation and which Respondents are responsive and responsible. This paragraph is in addition to, and shall not be construed to limit or override, any right or remedy available to the Department in Section 2.0 PUR 1001 or Section 4.0 PUR 1000.

Failure to comply with each of the requirements listed below may result in the response being deemed non-responsive and therefore may not receive further consideration in this RFP process. This includes, but is not limited to the following:

Initial Responsiveness Checklist	
1.	Did the Respondent submit its reply <u>before</u> the indicated deadline?
2.	Did the Respondent submit a Pricing Sheet (Attachment 1) per the instructions in Sections 3.7, 3.9, and Attachment 1 of this RFP document?
3.	Has the Respondent met the requirement for having no Conflicts of Interest? (See Section 2.6)?
4.	Does the Respondent comply with the requirement for not being placed on the Convicted Vendor list for committing a public entity crime within the last 36 months? (See Section 2.7)?
5.	Does the Respondent comply with the requirement for not being placed on the Discriminatory Vendor List per s. 287.134 F.S.? (See Section 2.8)?
6.	Has the Respondent met the requirements for Insurance as outlined in Sections 4.35 and 5.5 of this RFP?
7.	Has the Respondent certified acceptance of all Terms and Conditions of this solicitation?

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Using the Certification Table in Section 7 in Attachment 1, please certify that your Response conforms to each of the following requirements by responding with either a "Yes" or "No" in the blocks and submit the completed WORD Document in the MFMP Sourcing Tool per the instructions in MFMP.

#### Certifications

	YES	NO
1. Does the Respondent certify acceptance and compliance with <u>all</u> of the Terms and Conditions detailed in Section 2 (PUR 1001) of the RFP document?		
2. Does the Respondent certify acceptance and compliance with <u>all</u> of the Terms and Conditions detailed in Section 4 (PUR 1000) of the RFP document?		
3. Has the Respondent completed pricing worksheets as noted in Section 7.1 of the RFP Document?		
4. Respondent is a registered vendor in MFMP, has proper filings with the Department of State, and is eligible to conduct business with the State of Florida?		
5. Respondent certifies understanding and agreement with all items in Section 1, 3, 5 and 6 of this solicitation.		
6. Respondent certifies that they will accept the State of Florida's Purchasing Card.		
7. Has the Respondent submitted a Contract Form (Attachment 6) that has been signed by an authorized official of the firm?		

#### 3.6.2 The Department Will Not Consider a Late Response.

**DO NOT RELY ON THE MFMP SOURCING TOOL'S TIME-REMAINING CLOCK.** The official response deadline shall be as reflected in Section 1.4 Event Timeline, of this solicitation. The MFMP Sourcing Tool's time-remaining clock is intended only to approximate the solicitation closing and may require periodic adjustments.

#### 3.7 Pricing Spreadsheet.

The Respondent must complete all of the required information in the Pricing Spreadsheets that are included in Section 7.1. The completed Pricing Spreadsheets must be uploaded in the space provided in the MFMP Sourcing Tool.

Descriptions of "Job Families" are displayed in the left columns of the Pricing Spreadsheets. Within each Job Family are a number of Job Titles. The Job Title is often, but not always, broken down into three (3) or four (4) "Scope Variants," which are gradations of experience within that Job Title. The Job Titles contained in Attachment 13 map directly to those positions on the Price Sheet (Attachment 1). Respondents must demonstrate their ability to supply personnel who meet all criteria listed in the Job Descriptions (Attachment 13), and those Respondents who receive an award will be expected to provide personnel who meet such criteria throughout the term of the Contract.

If the Respondent is proposing services within Project Areas 1, 2 or 3, the Respondent must fill in pricing for EVERY line item (job title / scope variant) within that Project Area. Failure to complete EVERY line item shall result in immediate disqualification.

For Project Areas 1, 2, and 3 expenses directly related to task orders, such as travel and lodging, or materials and equipment specific to the task order should not be built into the hourly rate, but will be accounted for in the Respondent's task order proposal submitted to the Customer.

Respondents seeking an award in Project Area 4 may provide prices for any combination of one or more Scope Variants. In other words, within Project Area 4, the Respondent is not required to provide a price for every Job Title and Scope Variant on the Pricing Spreadsheet as award will be made by line item or job title.

**Bid Ceiling Rates.** The Respondent's Hourly Rate shall not exceed the Bid Ceiling Rate listed next to each Job Number or Scope Variant. Proposals that contain prices higher than the Bid Ceiling Rates shall be considered non-responsive and shall not be evaluated by the Department. For example, Vendor X bids on Project Area 1 but the Rate offered by the Respondent for one Job Number Scope Variant is above the Bid Ceiling Rate. In this example, the Respondent shall be considered non-responsive for Project Area 1 and shall not be evaluated by the Department.

### **3.8 Teaming Partners and Subcontractors.**

Responses may include the Respondent's approach to utilization of "Teaming Partners", if applicable. Teaming Partners serve two (2) purposes. During the solicitation process, the Respondent may utilize Teaming Partners to demonstrate the Respondent's ability to provide services on a statewide basis.

After the contract is awarded, approved Teaming Partners and subcontractors may perform services under the Contract. In such an event, the Customer will issue the Task Order to the Contractor, who shall remain responsible for the services delivered and for payments to the approved Teaming Partners and subcontractors. No subcontract which the Contractor enters into with respect to performance under the contract resulting from this RFP shall in any way relieve the Contractor of any responsibility for performance of its duties. Payment by Customers for Services provided under the resulting contract will only be made directly to the Contractor. All payments to the subcontractors and Teaming Partners shall be made by the Contractor.

A Respondent may utilize "Teaming Partners" as subcontractors in its performance of the contract. Contractors are not limited to those Teaming Partners that have been originally submitted on the Teaming Partner – Subcontractor Information Form (Attachment 14). Use of subcontractors under the contract resulting from this RFP must be approved by any agency utilizing the resulting contract.

The Respondent shall provide this information by completing the "Teaming Partner – Subcontractor Information Form (Attachment 14) for EACH subcontractor and Teaming Partner. Please note: the State Term Contract will be established between the State and the Respondent (Contractor). As such, any disputes, issues, defaults, etc. will be resolved between the Customer, the State, and the Contractor, and not the Teaming Partner.

The Department must receive copies of each of these forms for every Teaming Partner the Respondent lists in its proposal. Failure to submit forms for each Teaming Partner may result in rejection of Respondent's response as non-responsive.

### **3.9 Evaluation and Selection Process.**

A "0 through 5" scoring method is applied throughout the evaluation process for the evaluation of Financial, References, Technical, and Price Sections as described below. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections.

#### **Financial Section - Supplier Qualifier Report (SQR):**

- a) The Department will assign evaluation points on the prospective Respondent's financial viability to perform the services outlined in this RFP.
- b) The Department requests submission of the Respondent's SQR prepared by Dun & Bradstreet (D&B). The SQR is a standard report detailing financial and operational capability.
- c) The Respondent should request the SQR report from D&B at:  
<https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x>
  - i. Enter the RFP number in the text field entitled "Enter your RFP Number" and select submit.
  - ii. Enter your company's D&B Number. If you don't know your company's D&B number you may use the search feature to find it.
  - iii. Confirm Registration.
  - iv. Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.
  - v. Once the process is complete, a copy will be given to the Department and an identical report will be provided to the Respondent as verification.

**NOTE:** If the Respondent requested and received an SQR report from D&B through the process described above during the Department's previous RFP for Information and Technology Services (RFP 22-973-561-Y) that was posted and withdrawn in May 2009, the Respondent does not need to request another SQR report. The Department will utilize the Respondent's SQR report provided by D&B under solicitation RFP 22-973-561-Y. It is the Respondent's responsibility to ensure verification from D&B under the previous solicitation that this report was obtained.

- d) The SQR report shall be a part of the Respondent's response. It is the duty of the Respondent to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the



documents that the SQR report is that of the proposing entity, then the Department will award zero points.

- e) If no SQR is available for a Respondent, the Department will award zero points.
- f) Respondents are advised to allow sufficient time before the Response due date for the D&B processing. Respondents should allow a minimum of 10 business days for D&B to process. If the Department does not receive a SQR from D&B, the Respondent shall be required to demonstrate that the SQR was requested by the Respondent after the posting date of the solicitation in MFMP and was requested for this solicitation.
- g) The Department will use the following rating scale when evaluating the financial viability of the prospective Respondent:

<u>Dun and Bradstreet Score</u>	<u>Proposal Score</u>
8 – 9 =	0
7 =	1
6 =	2
5 =	3
4 =	4
1 – 3 =	5

**Failure to submit a SQR report will result in a ZERO Financial Score.**

- h) The Financial Score is weighted and combined with Reference, Technical, and Price Section scores as described below in Section 3.10.

**References Section:**

A “0 through 5” scoring method will be applied to the Reference Check Form (Attachment 15). The Respondent shall submit three (3) References Check Forms from three (3) different businesses who have received IT Consulting Services by the Respondent for at least four (4) months in the past four (4) years. References Forms will be scored by the Department in accordance with the ratings received by the Proposer’s selected references and in accordance with the following scale:

- 0 = Failure to submit three (3) Reference Check Forms (Attachment 15).**
- 1= Poor.**
- 2= Fair.**
- 3= Adequate.**
- 4= Very Good.**
- 5= Excellent.**

Any missing ratings, missing forms, or illegible information will result in a zero (0) for the missing or illegible item. Each Proposer's References Score is determined by calculating the average of all ratings from the three (3) References Forms. The Department may contact references and verify information.

**Technical Section:**

A "0 through 5" scoring method will be applied to the Technical Section Narrative (Attachment 16). In order for the Technical Section Narrative to be evaluated, the following instructions shall be adhered to by the Respondent:

- a) Each narrative submission must not exceed five (5) pages double-spaced. This limitation of five (5) pages should be considered as a maximum, and not necessarily a goal. Any narrative submission that goes beyond the five (5) -page limit will not be considered in the evaluation process.
- b) The font size may be no smaller than 10 point and the margins must be at least one inch on all sides.
- c) Only 8.5 x 11 inch paper may be used. Do not use colored, oversized, or folded materials.
- d) Do not include organizational brochures or other promotional materials, slides, films, clips, books, videotapes, or CDs as they are not easily reproduced and are therefore inaccessible to the evaluators.

**Any narrative submission that does not adhere to the instructions above will result in a ZERO Technical Score, shall be considered non-responsive, and shall not be evaluated by the Department.**

The Respondent's Technical submission will be scored by evaluators in accordance with the following scale:

- 0 = Failure: Failure to adhere to the Technical Section instructions - Immediate Disqualification.**
- 1= Unsatisfactory:** Not responsive to the question or no data submitted.
- 2= Below Minimum Standards:** Responsive to the question but below acceptable performance standards.
- 3= Adequate:** Minimum acceptable performance standards and responsive to the question.
- 4= Satisfactory:** Above minimum performance standards, effective and responsive to the question
- 5= Exceeds Expectations:** Exceed minimum performance standards for effectiveness and responsiveness to the question.

Each Proposer's Technical Score will be calculated according to the Evaluation Criteria detailed in Attachment 17. **If the final Technical Score is below 3.00, the proposal shall not be further scored for Financial, References, and Price and will not be eligible for award.**

**Price Section:**

- a) **Price Section for Project Areas 1, 2, and 3.** A “0 through 5” scoring method is applied to each Project Area Price Section by adding together all proposal price entries for each Project Area, resulting in a Project Area total proposal price. The Project Area total proposal price will be placed alongside the other vendors in a range from highest to lowest price and dividing the range into 20% increments to be scored as indicated on the table below.

For Project Areas 1, 2 or 3, pricing for <u>EVERY</u> line item (job title/scope variant) within that Project Area must be filled in. Failure to complete <u>EVERY</u> line item shall result in immediate disqualification.	0 Immediate Disqualification
For Project Areas 1, 2 3, or 4, hourly rate shall not exceed the Bid Ceiling Rate. Proposals that contain prices higher than the Bid Ceiling Rates shall be considered non-responsive and shall not be evaluated by the Department.	0 Non Responsive
Highest 20% increment of Prices	1
Next 20% increment of Prices	2
Next 20% increment of Prices	3
Next 20% increment of Prices	4
Lowest 20% increment of Prices	5

- b) **Price Section for Project Area 4.** A “0 through 5” scoring method is applied to the Price Section by placing all proposal price entries for each line item into a range from highest to lowest price and dividing the range into 20% increments to be scored as indicated on the table above.

**3.10 Basis for Award**

Award will be made to all responsive and responsible Respondents who achieve a qualifying score at or above a 3.00 aggregate score combining Financial, References, Technical, and Price Submissions Sections (aggregate score is extended to two (2) decimal places) weighted at 20% for Financial, 10% for References, 35% for Technical, and 35% for Price.

**Sample Calculation:**

Financial Score:	Score of “1” times 0.20 weight	=	0.20
References Score:	Score of “3” times 0.10 weight	=	0.30
Technical Score:	Score of “4.5” times 0.35 weight	=	1.58
Price Score:	Score of “3” times 0.35 weight	=	1.05
Aggregate Score		=	3.13

Since the Sample Calculation (above) is greater than or equal to 3.00, an award would be made.

Awards in "Project Area 4" will be made on a line-item (multiple award for each Position Title achieving the qualifying score) basis to all responsive and responsible Respondent who achieve a qualifying score at or above a 3.00 aggregate score combining Financial, References, Technical, and Price Submissions Sections (aggregate score is extended to two (2) decimal places) weighted at 20% for Financial, 10% for References, 35% for Technical, and 35% for Price.

**If the final Technical Score is below 3.00, the Proposal shall not be further scored for Price, Reference, and Financial and will not be eligible for award.** Calculations of scores will be made in the same manner as the Sample Calculation above.

**3.11 Electronic Posting of Notice of Intent to Award.**

Responses shall be due on the date indicated on the Event Timeline (Section 1.4), and evaluated shortly thereafter. After evaluating the replies the Department shall electronically post the Notice of Intent to Award on the date indicated on the Event Timeline (Section 1.4).

If an award is delayed, in lieu of posting the notice on the date indicated on the Event Timeline (Section 1.4), the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see Section 2.20 of the General Instructions [PUR 1001]) for more information on protests). The Department shall not provide notices of intent to award by telephone.

**3.12 Firm Response.**

The State of Florida may make an award within one-hundred and eighty (180) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn.

If an award is not made within one-hundred and eighty (180) days, the response shall remain firm until either the State awards the Contract or the State receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the State's sole discretion, be accepted or rejected.

**3.13 Cancellation or Withdrawal of RFP.**

This RFP may be canceled or withdrawn at any time and any and all responses may be rejected in whole or in part when the Department determines such action to be in the best interest of the State of Florida.

**3.14 State Objectives.**

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing the State's objectives listed below, to the extent applicable to the items/services covered by this solicitation.

**Diversity.** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-

disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as Contractors, subcontractors, and Teaming Partners in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Quarterly Reports of revenue paid to CMBE and CSDVBE Contractors, subcontractors, or Teaming Partners as a result of any award shall be provided to the Agency Purchasing Office by the Contractor on an Agency by Agency or OEUs level.

**Certification of Drug-Free Workplace Program.** The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug-free. Section 287.087, F.S. provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the "Certification of Drug-Free Workplace" as provided in MFMP Sourcing Tool for this solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation. Certification shall be submitted in the MFMP Sourcing Tool, using the Certification of a Drug-Free Workplace (Attachment 5).

**Products Available from the Blind or Other Handicapped (RESPECT).** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to C. 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings

with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. The Respondent shall describe how it will address the use of RESPECT in offering the items of the solicitation.

**Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, F.S. in the same manner and under the same procedures set forth in s. 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>. The Respondent shall describe how it will address the use of PRIDE in offering the items of the solicitation.

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## **SECTION 4.0**

### **GENERAL CONTRACT CONDITIONS, STATE OF FLORIDA FORM PUR 1000**

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#### **4.1 Definitions.**

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. **"Contract"** means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- b. **"Customer"** means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- c. **"Product"** means any deliverable under the Contract, which may include commodities, services, technology or software.
- d. **"Purchase order"** means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

#### **4.2 Purchase Orders.**

In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

#### **4.3 Product Version.**

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

#### **4.4 Price Changes Applicable only to Term Contracts.**

If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price

concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

#### **4.5 Additional Quantities.**

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

#### **4.6 Packaging.**

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 4.7 Inspection at Contractor's Site.**  
The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 4.8 Safety Standards.**  
All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 4.9 Americans with Disabilities Act.**  
Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 4.10 Literature.**  
Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 4.11 Transportation and Delivery.**  
Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 4.12 Installation.**  
Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its

employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**4.13 Risk of Loss.**

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**4.14 Transaction Fee.**

The State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**4.15 Invoicing and Payment.**

Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**4.16 Taxes.**

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**4.17 Governmental Restrictions.**

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**4.18 Lobbying and Integrity.**

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts,

meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

#### **4.19 Indemnification.**

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

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written

notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**4.20 Limitation of Liability.**

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up 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 State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**4.21 Suspension of Work.**

The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**4.22 Termination for Convenience.**

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**4.23 Termination for Cause.**

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**4.24 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment



to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**4.25 Changes.**

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

**4.26 Renewal.**

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**4.27 Purchase Order Duration.**

Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

**4.28 Advertising.**

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**4.29 Assignment.**

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**4.30 Antitrust Assignment.**

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**4.31 Dispute Resolution.**

Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy

on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**4.32 Employees, Subcontractors, and Agents.**

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

**4.33 Security and Confidentiality.**

The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

**4.34 Contractor Employees, Subcontractors, and Other Agents.**

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**4.35 Insurance Requirements.**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**4.36 Warranty of Authority.**

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**4.37 Warranty of Ability to Perform.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**4.38 Notices.**

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**4.39 Leases and Installment Purchases.**

Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).**

Section 946.515(2) F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>

**4.41 Products Available from the Blind or Other Handicapped.**

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**4.42 Modification of Terms.**

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**4.43 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**4.44 Waiver.**

The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**4.45 Annual Appropriations.**

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

**4.46 Execution in Counterparts.**

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**4.47 Severability.**

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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**SECTION 5.0**  
**SPECIAL CONDITIONS**

**CONTENTS**

- 5.1 DEFINITIONS**
- 5.2 PURCHASE ORDERS**
- 5.3 ELECTRONIC INVOICING**
- 5.4 LIQUIDATED DAMAGES**
- 5.5 LIABILITY INSURANCE AND WORKER' COMPENSATION**
- 5.6 PERFORMANCE BOND**
- 5.7 ONGOING PERFORMANCE MEASURES**
- 5.8 TRAVEL**
- 5.9 RATE ADJUSTMENTS**
- 5.10 CONTRACTOR ADDITIONS / REINSTATEMENTS**
- 5.11 OWNERSHIP OF PRODUCTS**

## 5.1 Definitions.

In case of conflict with Section 4.0 General Contract Conditions (PUR 1000), the definitions in this section will take precedence. The Department rules and definitions contained in Chapter 60A-1, F.A.C. shall also apply to this Contract. The following additional terms are also defined:

- a. **"Contract"** means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the Department and the Contractor. The Contract shall be reduced to writing substantially in the REQUIRED FORM included in Section 7.6 of the solicitation documents.
- b. **"Contractor"** means a successful bidder, who, along with the Department, will enter into the Contract.
- c. **"Customer"** means the State agencies and other eligible users that will order services from the Contractor under the Contract. By ordering products under the Contract, the Customer agrees to its terms. Customers are not, however, parties to the Contract.
- d. **"Deliverable"** is a specific service provided to the Customer, as detailed in a task order.
- e. **"Department"** means the State of Florida, Department of Management Services.
- f. **"Purchase order"** means the form or format used to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
- g. **"Respondent"** means the entity that submits the proposal materials in accordance with the instructions within this RFP. The "Respondent" may receive a Contract Award based upon the merits of the submittal. As such, the Respondent would then become a "Contractor" with oversight responsibility for any Teaming Partners (sub-contractors) submitted within the Respondent's proposal.
- h. **"Services"** means any deliverable or work performed under the Contract.
- i. **"State"** means the State of Florida and its agencies.

## 5.2 Purchase Orders.

A Customer shall order services by issuing a purchase order. Purchase orders, used in conjunction with a Task Order (Section 6.1), shall establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments. Purchase orders may vary from a simple staff augmentation request to a significant project with complex deliverables. It is the responsibility of the Customer to determine the appropriate scope of work for a purchase order.

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



In accepting a purchase order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all purchase orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Each purchase order will name a Customer Contracting Officer; however, these Contracting Officers may be working members of teams and should not be expected to perform supervisory functions.

**5.3 Electronic Invoicing.**

Whenever possible, and notwithstanding any provision of the Contract, the Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the State's e-Procurement system. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of the following mechanisms – cXML, EDI 810 or web-based invoice entry within the ASN.

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

**5.4 Liquidated Damages.**

If the Contractor fails to ensure that a qualified employee reports for work as specified herein and as specified on the Customer's purchase order (that has been accepted by the Contractor), in lieu of actual damages the customer may, at its option, elect to assess liquidated damages in the amount of \$250.00 per calendar day until the earlier of the date that:

- a. the Contractor provides a qualified employee;
- b. the Customer secures an employee elsewhere; or
- c. the Customer's need otherwise ceases.

Liquidated damages shall not be assessed if the Contractor provides the services as specified on the purchase order.

At the Customer's sole option, liquidated damages may be assessed in half-day (4 hour) increments of \$125.00.

## **5.5 Liability Insurance and Worker's Compensation.**

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. As specified in Section 4.35 (Insurance Requirements), during the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.

The Contractor shall obtain and maintain Commercial General Liability insurance including products and completed operations, for the entire length of the Contract. This insurance will provide coverage for all claims that may arise from the operations completed under this Contract, whether such operations are by the Contractor, the Contractor's Teaming Partners, sub-contractors, Contractor's agents, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Management Services and must include the State of Florida as an Additional Named Insured for the entire length of the Contract.

The Contractor shall provide (and maintain for the length of the Contract) a current certificate of insurance to the Customer and/or the Division of State Purchasing.

For this Contract, the limits of coverage under each policy maintained by the Contractor shall be:

### **Liability Insurance.**

Minimum Limits:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Errors and Omissions Insurance Minimum Limits	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

**Worker's Compensation:** When required by Florida law, the Contractor shall obtain and maintain during the life of this Contract minimal employer's liability Worker's Compensation Insurance. For all of its employees working in connection with this Contract the amount of coverage shall be:

Minimum Employer's Liability Limits:	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
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All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**If, in the sole discretion of the Customer, liability insurance greater than that required herein to insure the project, scope of work, or other "Deliverables" is deemed necessary, the additional required insurance amounts should be detailed in the Task Order and payment of any additional charges may be negotiated between the Customer and Contractor.**

**5.6 Performance Bond.**

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work under a particular Task Order.

Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion of the Customer.

**5.7 Ongoing Performance Measures.**

The State intends to use performance-reporting tools in order to measure the performance of Contractors. Such measures assist the Department in ensuring that Contractors provide the best possible value to the State and end users.

The State reserves the right to modify the forms and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

**5.7.1 Contract Reporting Requirements.**

The Contractor shall report sales data to the Contract Manager on a quarterly basis using the Contract Quarterly Reporting Form in Attachment 11 of this RFP.

The following data must be reported to the Contract Manager on a quarterly contract basis and shall include:

- Contractor's Name
- Contact Information
- Reporting Period
- Total sales of purchases per quarter as noted on the form.
- Total sales of purchases per quarter indicating project group, agency, OEU, etc.
- Total dollar value of purchases received using the State's Purchasing Card (by Agency, OEU).
- Minority Business Spend shall be included in the same report on the tab marked CMBE Spend Report (see Section 3.14, Diversity).

Failure to provide quarterly sales reports, within thirty (30) calendar days following the end of each quarter (January, April, July, and October) may result in the contract supplier being found in default and may cause termination of the contract.

Quarterly submissions of the Contract Reporting Form shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed Contract Sales Summary report by email to the Contract Manager.

#### **5.7.2 Business Review Meetings.**

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may involve, but may not be limited to, the following:

- Review of Contractor performance
- Review of minimum required reports
- Review of continuous improvement plans

The Department encourages Contractors to help the State identify opportunities to lower costs. A continuous improvement effort, consisting of various ideas to enhance business efficiencies, may be discussed at the Business Review meetings or as identified.

#### **5.8 Travel.**

Expenses directly related to purchase orders such as travel and lodging, or materials and equipment specific to the purchase order shall not be built into the hourly Contract rate but must be accounted for separately.

Customer is not responsible for travel expenses unless he/she authorizes it at the time of issuing the purchase order.

If authorized, bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.

#### **5.9 Rate Adjustments.**

Rates may NOT be adjusted upward during the term of this Contract.

#### **5.10 Contractor Additions / Reinstatements.**

Once per year, at the Department's sole discretion, on or about the Contract anniversary date, the State may conduct a solicitation as provided in chapter 287, F.S. asking additional contractors to submit proposals that meet ALL of the requirements, Terms / Conditions of this RFP, and the resulting State Term Contract (STC).

New contractors will be evaluated in accordance with the original RFP. If it is determined by the Division of State Purchasing that ALL qualifying criteria have been met, the Contractor may be added to, or reinstated on, the STC.

#### **5.11 Ownership of Products.**

Unless otherwise agreed in writing, (i) all Products and Deliverables under the Contract shall belong exclusively to the Customer; (ii) all work performed under this agreement shall be considered "Made For Hire" for copyright purposes; and (iii) prior to accepting a Purchase Order, the Contractor will advise the Customer of any third party interests or restrictions affecting the Products or Deliverables under the Contract.

## **SECTION 6.0**

### **TECHNICAL SPECIFICATIONS**

- 6.1 TASK ORDERS**
- 6.2 ORDERING FROM PROJECT AREAS**
- 6.3 LOCATION OF SERVICES**
- 6.4 CONFLICTS OF INTEREST**
- 6.5 PERSONNEL MATTERS**
- 6.6 SOFTWARE DOCUMENTATION REQUIREMENTS**
- 6.7 CONTRACTOR RESPONSIBILITIES**
- 6.8 OTHER CONTRACTORS**
- 6.9 TREATMENT OF CUSTOMER ASSETS**
- 6.10 CONTRACTOR WARRANTIES**
- 6.11 BACKGROUND CHECKS AND SCREENS**
- 6.12 ONGOING PERFORMANCE MEASURES**
- 6.13 TASK ORDER TERMINATION**

**6.1 Task Orders.**

- 6.1.1** A Customer shall order services by issuing a Task Order. Task Orders should establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific projects. Task Orders may vary from a simple staffing request to a significant project with complex deliverables. It is the responsibility of the Customer to determine the appropriate scope of work for a Task Order.

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

Three (3) types of Task Orders may be issued hereunder:

**(i) Time & Materials (T&M):** Task Orders that may include standard staff augmentation services. A T&M Task Order should be used by a Customer to acquire services on the basis of (1) direct labor hours at specified fixed hourly rate not to exceed those in the Contract, and (2) materials at cost (permitted only when specifically detailed by the Customer in the Task Order). A typical staff augmentation Task Order is presumed **not** to include any additional materials costs, unless explicitly stated otherwise in the Task Order. These types of Task Orders place maximum risk on the Customer, therefore T&M Task Orders should be used only when it is not possible at the time of placing the order to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.

**(ii) Fixed Price Project (FPP):** Task Orders that provide for a firm price that is not subject to any adjustment on the basis of the Contractor's cost experience in performing the Services. This type of Task Order provides maximum incentive on the Contractor to contain costs and perform effectively.

**(iii) Cost-Savings:** Task Orders in which the Contractor receives no direct fee. In this type of Task Order, the Contractor is reimbursed solely for an agreed-upon portion of the savings realized by its performance of the Services. This type of Task Order requires careful "benchmarking" by the parties in order to properly calculate such savings.

- 6.1.2 Task Order Requirements.** The following items are **REQUIRED** to be included in every Task Order issued by a Customer. All parties to a transaction are responsible for ensuring compliance with this section.

- **Contracting Officer:** Every Task Order must name a Customer Contracting Officer who shall be the main Customer point of contact for all issues related to the Services performed under that Task Order. The Customer's Contracting Officer is the only person authorized to make or approve any changes in the requirements of a Task Order. In the event the Contractor(s) makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the Task Order price to cover any increase in costs occurred as a result thereof. The Customer's Contracting Officer is a single point of contact for the Contractor, and has the authority to obtain decisions on behalf of the Customer. The Contracting Officer will be responsible for the performance of the following functions, some of which may be delegated to other Customer staff:
  1. Provide a liaison between the Customer and the Contractor,
  2. Review, verify, and approve invoices from the Contractor,
  3. Resolve any contractual problems,
  4. Ensure the timely review by the Customer of all planning documents,
  5. Report on project progress to Customer management,
  6. Meet with the Contractor to convey information about schedule, timing and content of upcoming Deliverables, as well as raising problems and frustrations,
  7. Meet with the Contractor and inform Customer management on the Contractor's difficulties and frustrations,
  8. Facilitate resolution of problems,
  9. Functions as the source of all material sent to the Contractor,
  10. Receive all Deliverables from the Contractor,
  11. Archive all Deliverables received from the Contractor
- **Completion Dates:** For Fixed Price Projects, costs to the Customer for each Deliverable and the completion date must be agreed upon in the Task Order. The completion date shall be based on the Contractor's project plan and the Customer's needs. The Contractor shall complete each project within the agreed cost and by the estimated completion date, unless the completion date is properly modified.

**6.1.3 Task Order Recommendations.** Customers should consider the following items when creating a scope of work and its resulting Task Order. The items herein are not mandatory, but the Department strongly suggests that Customers (and Contractors) consider addressing these issues when relevant. This list includes, but is not limited to:

**Americans with Disabilities Act (ADA) Civil Rights Compliance:** Respondents submitting proposals for this project need to provide complete compliance with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the

Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

Vendors submitting proposals should review the above laws, regulations, and standards in detail to verify that the technologies they are proposing provide complete compliance. Vendors should provide written and signed certification to the Customer documenting compliance. Demonstration of these capabilities on the "working" system will be required by the Vendor before the Customer will accept the "system" and make related payments.

Technologies that are not accessible should be avoided unless there is significant and demonstrable need to use them. Since the courts have ruled against post-hoc accommodation (developing an alternative method of providing access to accommodate persons with disabilities), the agency needs to be careful approving technologies that cannot be certified by the vendor. If the manufacturer of the technology cannot demonstrate a compliant solution, they will be required to indemnify the customer against any litigation stemming from their lack of compliancy with the above laws, regulations and standards.

Inspection and Acceptance: If they desire, Customers may add specific information related to inspection and acceptance of services.

Liability Insurance: If, in the sole discretion of the Customer, liability insurance greater than that required by this Contract is necessary to insure the project, scope of work, or other Deliverables, the additional required insurance amounts should be detailed in the Task Order.

Performance Bond: The Customer, in its sole discretion, may require the Contractor to furnish without additional cost, a performance bond, a negotiable irrevocable letter of credit, or other form of security for the faithful performance of work under a particular Task Order. The appropriateness of this bond requirement, and the amount of such bond is the sole responsibility of the Customer.

Performance Management System: For Task Orders in Project Areas 1-3, the Department recommends that the Customer require Contractor to have a performance management system to track project cost, schedule, deviations, and status. Such systems should be similar to the earned value project management system that complies with the ANSI Standard on "Earned Value Management Systems Guidelines". Examples can be found at: <http://www.acq.osd.mil/pm/currentpolicy/currentpolicy.html>; and <http://www.whitehouse.gov/OMB/circulars/all/cpgtoc.html>.

Task Order Termination for Cause: In addition to those reasons given in the Contract, the Customer may outline any additional actions or non-actions that may result in a "for-cause" termination of the relevant Task Order.



**Task Order Changes:** The Customer is responsible for ensuring that Task Orders specify the process for change order requests.

#### 6.1.4 RFQ Requirements.

As noted in Section 1.1, Customers will create a scope of work each time they desire to solicit services pursuant to this Contract. The scope of work will be incorporated into a Task Order which will be issued to the selected Contractor.

The Task Order shall, in most cases, require a Request for Quote (RFQ) process. When required, the Customer shall issue RFQs to multiple Contractors before issuing any Task Order under this Contract per the following thresholds for Project Areas 1, 2, and 3. For Staff Augmentation, Customers may make a discretionary vendor selection at any threshold except above \$10,000,000 in total cost. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to s. 287.056(3), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of s. 120.57(3), F.S.

The Quotation Requirements for Task Orders are outlined in the table below:

Quotation Requirements	
\$0 – \$14,999	Agency adheres to internal policies and procedures.
\$15,000 - \$2,000,000	Agency solicits at least 3 quotes among Contract Vendors of its choice.
\$2,000,001 - \$5,000,000	Agency selects BEST RESPONSE to Statement of Work issued to at least 10 Contract Vendors of its choice.
\$5,000,001 - \$10,000,000	Agency selects BEST PROPOSAL submitted upon notification of ALL Contract Vendors within the appropriate Project Area(s).
Over \$10,000,000	RFP or ITN to Open Market not via this State Term Contract.

#### 6.2 Ordering from Project Areas.

In order to determine an appropriate Contractor for any given Task Order, Customers should evaluate the type of services required (for a scope of work) and identify the matching Project Area.

The Customer shall issue the Task Order ONLY to a Contractor who has received an award in that Project Area. If a scope of work crosses multiple Project Areas, the Customer may issue a Task Order to a Contractor within any relevant Project Area. In such situations, the Customer is encouraged to identify the Project Area that is most critical to the overall success of the Customer's project.

##### **Project Area 1 – Analysis and Design**

Project Area 1 encompasses IT Planning, Studies, and Assessment to assist organizations in both information technology capital planning and assessment including, but not limited to, the following:

- Business case analysis (e.g. costs/benefit and risk analysis)
- Performance measurements

- Independent validation and verification of systems development
- Estimating return on investment and/or earned value
- Compliance with State interoperability standards as defined by the Agency for Enterprise Information Technology (AEIT).

### **Project Area 2 – Development and Integration**

The services offered under this area include project management of systems development that organizations consider important. The services include, but are not limited to, the following:

- Management of systems integration
- System and software development
- Modernization of legacy systems to web enabled applications
- Software development, customization of commercial-off-the-shelf (COTS) software packages, and migration to modular applications
- Development and integration internet/intranet/web applications
- Development and integration of security, firewalls, and critical infrastructures
- Development, integration and implementation of the following:
  - Networks (e.g. LAN/WAN/MAN/ VoIP)
  - Data warehousing
  - Electronic Commerce/Electronic Data interchange
  - Groupware
  - Next generation internet
  - Client/Server computing
  - Workflow and imaging

### **Project Area 3 – Operational and Support**

The services offered under this area include a broad range of IT related to Operations and Support Services. Anticipated services include, but are not limited to, the following:

- Management and support of Local Area Networks (LANs), Metropolitan Area Networks (MANs), Wide Area Networks (WANs), and VoIP Networks
- Computer systems administration, management and maintenance
- Data entry, data storage, data retrieval, and electronic records management
- Specialized workstation (i. e. CAD, CAD/CV, GIS) support
- Computer equipment maintenance (both on-going and on-call)
- Desktop support
- Production Support
- Database generation and database management
- Data and/or media management
- Document Imaging Services
- Disaster Recovery Services
- Orientation and training
- Information center/help desk

For Project Area 4, simple staff augmentation efforts, the Customer may issue the Task Order to a Contractor awarded in Project Areas 1, 2, 3, and/or 4.

**6.3 Location of Services.**

A Task Order may direct that services be performed at the Customer's location, or at a facility to be furnished by the Contractor. The Task Order may also indicate restrictions on the location of the Contractor's facility, such as "within sixty (60) minutes of the Customer's facility, or within thirty (30) miles of the Customer's facility", etc.

The Contractor's facilities must be able to support necessary Task Order requirements, including all equipment, supplies, and services needed by personnel to complete the services for the Customer. Customer-furnished items will be identified in individual Task Orders as appropriate.

The Contractor shall be responsible for transporting all Customer-furnished items between the Customer site and the Contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific Task Order.

**6.4 Conflicts of Interest.**

Task Orders issued under this Contract (especially work under Project Area 1) may provide the Contractor with access to advance information about future procurements. This information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software.

In order to prevent any bias, unfair competitive advantage, Customers and Contractors are encouraged to review s. 287.057(18), F.S. which provides: *"A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."*

**6.5 Personnel Matters.**

**6.5.1 Professional Qualification Requirements.** The Contractor shall supply personnel meeting the educational qualifications specified in the Job Title or a specific Task Order. The Customer may consider, on a case-by-case basis, acceptance of personnel whose degree does not fall within the fields specified. Work experience may be substituted for education, at the Customer's discretion.

**6.5.2 Professionalism.** Contractor's personnel shall adhere to the same professional and ethical standards of conduct required of State personnel. Contractor personnel shall not:

1. Discuss with unauthorized persons any information obtained in the performance of work under any Task Order not considered a public record pursuant to chapter 119, F.S.;
2. Conduct any business not directly related to the Task Order on Customer premises;
3. Use computer systems and/or other Customer facilities for company or personal business other than work related to the Task Order; or
4. Recruit personnel on Customer premises; or
5. Otherwise act to disrupt official Customer business.

**6.5.3 Training.** The Contractor shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under Task Orders awarded. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except for the following:

1. When the Customer has given prior approval for training to meet special requirements that are unique to a particular Task Order.
2. Limited training of Contractor employee(s) may be authorized when the Customer changes the information technology hardware and/or software during performance of an on-going Task Order and it is determined to be in the best interest of the Customer.
3. Training for Contractor employees to attend seminars, symposia, or user group conferences when certified by the Contractor and the Customer's Contracting Officer that attendance is mandatory for the performance of Task Order requirements.
4. When training is authorized by the Customer under the conditions set forth above, the Customer will reimburse the Contractor for labor, tuition, and travel (if required) in accordance with the Task Order and s. 112.061, F.S.

**6.5.4 Recruiting and Retention.** For the purposes of this section only, the phrase "Task Order Personnel" is defined as any employee, Teaming Partner, subcontractor, consultant or other agent of an entity, whom the other entity becomes aware of due to the existence or performance of a particular Task Order.

Unless written authorization is received in advance, neither the Contractor nor the Customer shall attempt to recruit, hire, or otherwise contract with the Task Order Personnel of the other for the duration of the relevant Task Order and six (6) months after such Task Order's termination. The term "attempt to recruit" excludes (i) any broad-based effort to attract applicants if not specifically designed to attract the other's Task Order Personnel and (ii) any unsolicited inquiries made or applications submitted by one party's Task Order Personnel not at the instigation of the other party. Notwithstanding this prohibition, the State reserves the right to recruit, hire, or otherwise contract directly with any Task Order Personnel who have performed Services under this Contract for at least six (6) months.

- 6.5.5 Authority.** Contractor personnel shall not hold themselves out to be representatives, in any capacity, of the Customer. In all communications with third parties, Contractor personnel shall identify themselves as such and specify the name of the Contractor.

In all communications with other Contractors in connection with a Task Order, the Contractor personnel shall state that he or she has no authority to change the Contract and that if the other Contractor believes a particular communication to be a direction to change the requirements of the Task Order, they should notify the Customer's Contracting Officer for that Task Order and not carry out the direction until a clarification has been issued by the Customer's Contracting Officer.

The Contractor shall ensure that all of its personnel are informed of the substance of this section, and the substance of this section shall be included in all subcontracts at any tier.

**6.6 Software Documentation Requirements.**

To the extent that any software is developed, modified, or otherwise procured under a Task Order, the Contractor is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. The Customer may address specific software documentation needs or standards in the appropriate Task Order.

**6.7 Contractor Responsibilities.**

In accepting a Task Order, the Contractor recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Task Orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Each Task Order will name a Customer Contracting Officer; however, these Contracting Officers may be working members of teams and should not be expected to perform supervisory functions.

Contractor's management responsibilities include, but are not limited to, the following:

1. Ensure personnel understand the work to be performed on Task Orders to which they are assigned.
2. Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer.
3. Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
4. Regularly assess personnel performance and provide feedback to improve overall task performance.
5. Ensure high quality results are achieved through task performance.

The Contractor shall not perform any inherently governmental actions under this Contract.

**6.8 Other Contractors**

**6.8.1 Other Work.** The Customer may undertake or award other contracts, Task Orders, or other arrangements for additional or related work to "Other Contractors". The Contractor shall reasonably cooperate with such other contractors and pertinent customer personnel. The Contractor shall not commit or permit any act that shall interfere with the performance of work by any other contractors or by customer personnel.

**6.8.2 Transition of Work.** The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of any Task Order or other contract, project, or other agreement, if necessary. When appropriate, Task Order management personnel shall meet with a successor Contractor to coordinate Task Order transition. Discussions may include personnel transition to the successor Contractor or the transition of Task Order-specific items such as Customer or Contractor furnished supplies, materials, equipment, and services.

**6.9 Treatment of Customer Assets.**

Title to all property furnished by the Customer under this Contract or any Task Order shall remain with the Customer. Furthermore, the Contractor shall surrender to the Customer all property of the Customer prior to settlement upon completion, termination, or cancellation of any Task Order. Any property of the Customer furnished to the Contractor shall, unless otherwise provided herein or approved by the Customer, be used only for the performance of the Services.

**6.10 Contractor Warranties.**

The Contractor agrees to the following representations and warranties:

- Repair of Damaged Data Warranty. The Contractor represents that, should any defect or deficiency in any Deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer's Contracting Officer, all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer.
- Quality Assurance Warranty. The Contractor represents that it will at all times use a formal software development process when the Services or Deliverables involve software modification or development.
- Limitation of Warranty for Customer-Furnished Software In lieu of any other warranty expressed or implied herein, the Customer warrants that any programming aids and software packages supplied for Contractor use as Customer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the Customer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s).

Should Customer-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the Contractor shall notify the Customer's Contracting Officer and supply documentation regarding any defects and their effect on progress on the Task Order. The Customer's Contracting Officer will consider equitably adjusting the delivery performance dates or Task Order price, or both, and any other contractual provision affected by the Customer-furnished property in accordance with the procedures provided for in the clause of this contract entitled "Changes".

**6.11 Background Checks and Screens.**

The Contractor shall provide information necessary for a Customer to perform criminal background checks or drug screening on employees; or, upon a Customer's request, and for an additional negotiated fee, perform the check or screening.

The Contractor shall grant a Customer's request to interview potential new employees, at the Contractor's expense.

**6.12 Ongoing Performance Measures.**

The State intends to use performance-reporting tools in order to measure the performance of Contractors. These tools will include the report forms contained in Attachment 11. Such measures assist the Department in ensuring that Contractors provide the best possible value to the State and Customers. The State reserves the right to modify the forms and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

**6.13 Task Order Termination.**

Upon the termination of any Task Order or a portion thereof, the Customer may require the Contractor to deliver to the Customer any Deliverables specifically produced or acquired for the performance of such part of any Task Order. Customer shall pay the Contractor for Deliverables received and accepted by the Customer, however, in no event shall the Customer pay to the Contractor an amount greater than the Contractor would have been entitled to if the Task Order were not terminated.

After receipt of a notice of termination, and except as otherwise directed by the Customer, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further Task Orders for additional or other services related to the affected Task Order, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and/or subcontracts related to the terminated Task Order and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Customer to the extent required, which approval or ratification shall be final for the purpose of this section.

The parties shall also settle any transfers of property which may have been required to be furnished to Customer or which otherwise belongs to the Customer; and Contractor shall

provide written certification to the Customer that the Contractor has surrendered to the Customer all said property.

The termination of a Task Order shall not affect the performance or quality of any other unrelated Task Order being performed by the Contractor for the same Customer or any other Customer.

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## SECTION 7.0

### THE FORMS, ATTACHMENTS, AND WORKSHEETS ARE LOCATED IN, AND MUST BE DOWNLOADED FROM THE MYFLORIDAMARKETPLACE SOURCING TOOL

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7.1	ATTACHMENT 1 - PRICE SHEET	REQUIRED
7.2	ATTACHMENT 2 - SAVINGS/PRICE REDUCTIONS	REQUIRED
7.3	ATTACHMENT 3 - CONTACT INFORMATION	REQUIRED
7.4	ATTACHMENT 4 - ORDERING INSTRUCTIONS	REQUIRED
7.5	ATTACHMENT 5 – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (PUR 7009)	REQUIRED
7.6	ATTACHMENT 6 – CONTRACT FORM (WITH AUTHORIZED SIGNATURE)	REQUIRED
7.7	ATTACHMENT 7 – STATE OF FLORIDA VENDOR RESPONSIBILITY QUESTIONNAIRE	REQUIRED REQUIRED
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7.9	ATTACHMENT 9 - EMERGENCY CONTACT FORM	REQUIRED
7.10	ATTACHMENT 10 - VENDOR CHECKLIST	
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7.14	ATTACHMENT 14 - TEAMING PARTNER / SUBCONTRACTOR INFO	REQUIRED*
7.15	ATTACHMENT 15 - REFERENCES CHECK FORM	REQUIRED
7.16	ATTACHMENT 16 - TECHNICAL SECTION NARRATIVE	REQUIRED
7.17	ATTACHMENT 17 - TECHNICAL SECTION NARRATIVE EVALUATION CRITERIA	

\*REQUIRED IF USING TEAM PARTNERS OR SUBCONTRACTORS.  
ONE FORM MUST BE SUBMITTED FOR EACH PARTNER OR SUBCONTRACTOR.

PROJECT AREA 4: Staff Augmentation	Job No.	Job Title	Scope Variant	22nd Century Technologies, Inc.	3k Technologies, LLC	4 Corner Resources LLC
Senior IT Leadership	1000.00	Chief Information Officer				
			No Variance	415.00	415.00	300.00
	1010.00	Chief Technology Officer				
			No Variance	280.00	283.00	250.00
	1020.00	IT Chief Operating Officer				
			No Variance	267.00	270.00	250.00
	1030.00	Operating Unit IT Executive				
			No Variance	255.00	260.00	225.00
	1040.00	Departmental IT Executive				
			No Variance	205.00	210.00	200.00
	1050.00	E-Business Executive				
			No Variance	235.00	245.00	225.00
	1060.00	Chief Information Security Officer				
			No Variance	205.00	210.00	200.00
Applications Development	1200.00	Director Systems and Programming				
			1. Team Leader	120.00	125.00	85.00
			2. Manager	135.00	140.00	110.00
			3. Sr. Manager	162.00	170.00	130.00
			4. Executive	224.00	225.00	150.00
	1210.00	Mgmt. Applications Development				
			1. Team Leader	93.00	116.00	95.00
			2. Manager	98.00	135.00	120.00
			3. Sr. Manager	103.00	136.00	130.00
			4. Executive	113.00	203.00	175.00
	1220.00	Applications Architect				
			A. Entry	98.00	94.00	75.00
			B. Intermediate	105.00	101.00	85.00
			C. Advanced	110.00	107.00	95.00
			D. Expert	120.00	119.00	110.00
	1230.00	Enterprise Application Integration (EA) Engineer				
			No Variance	103.00	115.00	105.00
	1240.00	Systems Analyst				
			A. Entry	61.00	60.00	55.00
			B. Intermediate	92.00	92.00	65.00
			C. Advanced	96.00	98.00	70.00
			D. Expert	106.00	115.00	75.00
	1250.00	Applications Development Analyst				
			A. Entry	69.00	69.00	47.00
			B. Intermediate	86.00	88.00	65.00
			C. Advanced	96.00	100.00	75.00
			D. Expert	101.00	112.00	90.00
Data Strategy and Management	1400.00	Database Manager				
			1. Team Leader	94.00	121.00	85.00
			2. Manager	109.00	136.00	100.00
			3. Sr. Manager	119.00	144.00	120.00
	1410.00	Data Architect				
			A. Entry	87.00	83.00	65.00
			B. Intermediate	113.00	112.00	75.00

			C. Advanced	136.00	140.00	100.00
			D. Expert	142.00	152.00	120.00
1420.00	Data Modeler					
			A. Entry	66.00	66.00	60.00
			B. Intermediate	88.00	90.00	75.00
			C. Advanced	103.00	108.00	85.00
1430.00	Database Analyst					
			A. Entry	76.00	81.00	60.00
			B. Intermediate	93.00	96.00	70.00
			C. Advanced	98.00	108.00	80.00
			D. Expert	103.00	120.00	90.00
1440.00	Database Administrator					
			A. Entry	76.00	74.00	65.00
			B. Intermediate	88.00	103.00	75.00
			C. Advanced	103.00	115.00	90.00
			D. Expert	118.00	132.00	105.00
Quality Assurance	1600.00	Mgmt. Quality Assurance				
			1. Team Leader	68.00	95.00	70.00
			2. Manager	88.00	115.00	85.00
			3. Sr. Manager	93.00	136.00	100.00
			4. Executive	103.00	180.00	150.00
1610.00	Quality Engineering Consultant					
			No Variance	93.00	103.00	85.00
1620.00	Quality Assurance Analyst					
			A. Entry	57.00	60.00	45.00
			B. Intermediate	68.00	72.00	55.00
			C. Advanced	78.00	88.00	65.00
			D. Expert	87.00	94.00	75.00
Technology Research	1800.00	Manager, Technology Research				
			No Variance	116.00	133.00	95.00
1810.00	Technology Research Analyst					
			A. Entry	76.00	76.00	50.00
			B. Intermediate	94.00	93.00	65.00
			C. Advanced	103.00	110.00	80.00
			D. Expert	108.00	126.00	100.00
Client Technologies	2000.00	Manager, Client Technologies				
			1. Team Leader	77.00	76.00	60.00
			2. Manager	88.00	105.00	90.00
			3. Sr. Manager	103.00	155.00	110.00
2010.00	Client Technologies Analyst					
			A. Entry	51.00	50.00	45.00
			B. Intermediate	64.00	67.00	55.00
			C. Advanced	76.00	80.00	65.00
			D. Expert	93.00	97.00	75.00
2020.00	Client Technologies Technician					
			A. Entry	48.00	47.00	40.00
			B. Intermediate	51.00	53.00	50.00
			C. Advanced	73.00	80.00	65.00
Customer Support	2200.00	Mgmt. Customer Support				
			1. Team Leader	70.00	68.00	55.00
			2. Manager	83.00	95.00	75.00
			3. Sr. Manager	88.00	132.00	95.00
2210.00	Customer Support Analyst					
			A. Entry	34.00	35.00	30.00
			B. Intermediate	42.00	43.00	35.00
			C. Advanced	58.00	73.00	50.00
			D. Expert	68.00	98.00	65.00
2220.00	Customer Support Technician					
			A. Entry	43.00	44.00	30.00

			B. Intermediate	46.00	47.00	35.00
			C. Advanced	53.00	61.00	45.00
Network Management	2400.00	Director, Network Operations				
			1. Team Leader	135.00	141.00	80.00
			2. Manager	146.00	155.00	110.00
			3. Sr. Manager	247.00	255.00	150.00
	2410.00	Manager, Network Operations				
			1. Team Leader	81.00	80.00	60.00
			2. Manager	96.00	120.00	80.00
			3. Sr. Manager	106.00	154.00	120.00
	2420.00	Network Architect				
			A. Entry	94.00	92.00	85.00
			B. Intermediate	108.00	108.00	95.00
			C. Advanced	118.00	115.00	105.00
			D. Expert	134.00	135.00	125.00
	2430.00	Network Engineer				
			B. Intermediate	63.00	95.00	75.00
			C. Advanced	73.00	102.00	80.00
			D. Expert	88.00	111.00	90.00
	2440.00	Network Analyst				
			A. Entry	68.00	62.00	60.00
			B. Intermediate	78.00	70.00	70.00
			C. Advanced	83.00	83.00	80.00
			D. Expert	88.00	110.00	95.00
	2450.00	Network Administrator				
			A. Entry	60.00	57.00	55.00
			B. Intermediate	71.00	70.00	60.00
			C. Advanced	86.00	85.00	75.00
			D. Expert	93.00	100.00	90.00
	2460.00	Network Technician				
			A. Entry	38.00	51.00	40.00
			B. Intermediate	53.00	61.00	50.00
			C. Advanced	63.00	62.00	52.00
			D. Expert	72.00	70.00	60.00
Internet Planning, Eng. & Operations	2600.00	Mgmt. Internet Operations				
			1. Team Leader	98.00	135.00	90.00
			2. Manager	108.00	155.00	110.00
			3. Sr. Manager	118.00	175.00	140.00
	2610.00	Internet/Web Architect				
			A. Entry	63.00	62.00	60.00
			B. Intermediate	92.00	88.00	75.00
			C. Advanced	112.00	113.00	90.00
			D. Expert	125.00	126.00	110.00
	2620.00	Internet/Web Engineer				
			A. Entry	62.00	60.00	60.00
			B. Intermediate	78.00	90.00	80.00
			C. Advanced	93.00	110.00	95.00
	2630.00	Web Applications Programmer				
			A. Entry	60.00	60.00	55.00
			B. Intermediate	73.00	88.00	75.00
			C. Advanced	83.00	100.00	90.00
			D. Expert	93.00	120.00	100.00
	2640.00	Web Designer				
			A. Entry	48.00	47.00	45.00
			B. Intermediate	59.00	58.00	55.00
			C. Advanced	73.00	96.00	75.00
	2650.00	Webmaster				
			A. Entry	53.00	52.00	50.00
			B. Intermediate	66.00	65.00	60.00

			C. Advanced	83.00	88.00	77.00
2660.00	Internet/Web Systems Administrator					
			A. Entry	55.00	52.00	55.00
			B. Intermediate	73.00	76.00	70.00
			C. Advanced	83.00	92.00	85.00
2670.00	Web Customer Support Specialist					
			A. Entry	43.00	50.00	45.00
			B. Intermediate	53.00	59.00	55.00
			C. Advanced	63.00	72.00	65.00
Operations	2800.00	Director, Data Center Operations				
			No Variance	158.00	162.00	130.00
	2810.00	Manager, Computer Operations				
			1. Team Leader	77.00	75.00	70.00
			2. Manager	93.00	104.00	90.00
			3. Sr. Manager	98.00	155.00	125.00
	2820.00	Supervisor, Computer Operations				
			1. Team Leader	68.00	72.00	60.00
			2. Manager	78.00	85.00	75.00
	2830.00	Computer Operator				
			A. Entry	33.00	42.00	37.00
			B. Intermediate	43.00	45.00	40.00
			C. Advanced	50.00	50.00	45.00
			D. Expert	56.00	58.00	55.00
	2840.00	Manager, Capacity Planning				
			No Variance	108.00	121.00	105.00
	2850.00	Manager, Production Support				
			1. Team Leader	88.00	96.00	75.00
			2. Manager	108.00	121.00	97.00
	2860.00	Production Support Analyst				
			A. Entry	47.00	53.00	45.00
			B. Intermediate	57.00	63.00	55.00
			C. Advanced	66.00	83.00	75.00
			D. Expert	78.00	89.00	80.00
Telecommunications	3000.00	Manager, Telecommunication Operations				
			1. Team Leader	88.00	95.00	80.00
			2. Manager	98.00	130.00	100.00
			3. Sr. Manager	108.00	155.00	130.00
	3010.00	Telecommunication Engineer				
			A. Entry	48.00	52.00	47.00
			B. Intermediate	58.00	77.00	60.00
			C. Advanced	68.00	94.00	80.00
			D. Expert	78.00	121.00	110.00
	3020.00	Telecommunication Technician				
			A. Entry	43.00	56.00	45.00
			B. Intermediate	53.00	65.00	55.00
			C. Advanced	63.00	76.00	65.00
Electronic Commerce	3200.00	Director, Electronic Commerce				
			No Variance	174.00	185.00	140.00
	3210.00	Manager, Electronic Commerce				
			No Variance	108.00	113.00	105.00
	3220.00	Electronic Commerce Analyst				
			A. Entry	54.00	53.00	45.00
			B. Intermediate	68.00	75.00	65.00
			C. Advanced	88.00	105.00	85.00
	3230.00	EDI Specialist				
			A. Entry	71.00	68.00	55.00



			B. Intermediate	80.00	77.00	65.00
			C. Advanced	84.00	80.00	75.00
<b>Business Intelligence Systems Management</b>	<b>3400.00</b>	<b>Director, Data Warehouse</b>				
			1. Team Leader	131.00	135.00	90.00
			2. Manager	159.00	162.00	120.00
			3. Sr. Manager	199.00	203.00	165.00
	<b>3410.00</b>	<b>Manager, Data Warehouse</b>				
			No Variance	118.00	149.00	120.00
	<b>3420.00</b>	<b>Business Intelligence Analyst</b>				
			No Variance	108.00	134.00	110.00
	<b>3430.00</b>	<b>Data Warehouse Analyst</b>				
			A. Entry	68.00	72.00	70.00
			B. Intermediate	78.00	86.00	82.00
			C. Advanced	88.00	105.00	92.00
			D. Expert	96.00	111.00	104.00
	<b>3440.00</b>	<b>Data Warehouse Administrator</b>				
			No Variance	103.00	105.00	87.00
	<b>3600.00</b>	<b>Manager, Decision Support</b>				
			No Variance	108.00	125.00	105.00
	<b>3610.00</b>	<b>Decision Support Specialist</b>				
			A. Entry	53.00	59.00	57.00
			B. Intermediate	63.00	70.00	68.00
			C. Advanced	73.00	82.00	79.00
			D. Expert	83.00	94.00	90.00
	<b>3620.00</b>	<b>Decision Support Administrator</b>				
			A. Entry	63.00	75.00	63.00
			B. Intermediate	73.00	90.00	70.00
			C. Advanced	88.00	115.00	97.00
	<b>3800.00</b>	<b>Manager, CRM Technology</b>				
			No Variance	116.00	178.00	150.00
	<b>4000.00</b>	<b>Knowledge Engineer</b>				
			No Variance	106.00	142.00	115.00
<b>Enterprise Resource Planning (ERP)</b>	<b>4200.00</b>	<b>ERP Team Lead</b>				
			No Variance	136.00	138.00	115.00
	<b>4210.00</b>	<b>ERP Team Member</b>				
			No Variance	98.00	113.00	100.00
	<b>4220.00</b>	<b>ERP Configurer</b>				
			No Variance	68.00	71.00	65.00
	<b>4230.00</b>	<b>ERP Programmer/Analyst</b>				
			A. Entry	63.00	64.00	57.00
			B. Intermediate	73.00	78.00	68.00
			C. Advanced	88.00	95.00	77.00
			D. Expert	98.00	110.00	97.00
	<b>4240.00</b>	<b>ERP Systems Support Specialist</b>				
			No Variance	73.00	79.00	67.00
	<b>4250.00</b>	<b>ERP Systems Administrator</b>				
			No Variance	88.00	95.00	85.00
	<b>4600.00</b>	<b>Base/Ale Technical Consultant</b>				
			No Variance	118.00	131.00	110.00
<b>Sourcing and Vendor Relationship Management</b>	<b>4800.00</b>	<b>Chief Sourcing Officer</b>				
			No Variance	185.00	187.00	155.00
	<b>4810.00</b>	<b>Manager IT Procurement</b>				
			No Variance	118.00	130.00	120.00
	<b>4820.00</b>	<b>IT Procurement Specialist</b>				
			No Variance	63.00	68.00	65.00
	<b>5000.00</b>	<b>Manager, Vendor Relationships</b>				

[illegible]

			2. Manager	98.00	120.00	95.00
			3. Sr. Manager	113.00	144.00	115.00
6810.00		Security Analyst				
			A. Entry	62.00	59.00	45.00
			B. Intermediate	72.00	78.00	57.00
			C. Advanced	93.00	99.00	75.00
			D. Expert	98.00	111.00	90.00
6820.00		Data Security Specialist				
			No Variance	93.00	92.00	92.00
6830.00		Network Security Specialist				
			No Variance	113.00	119.00	105.00
6840.00		System Security Specialist				
			No Variance	91.00	86.00	85.00
6850.00		Web Security Specialist				
			No Variance	97.00	100.00	87.00
Business Continuance Management	7000.00	Manager, Business Continuance				
			No Variance	113.00	138.00	110.00
	7010.00	Business Continuance Specialist				
			No Variance	97.00	101.00	82.00
Product Development	7200.00	Manager, Product Development				
			1. Team Leader	73.00	82.00	70.00
			2. Manager	93.00	111.00	90.00
			3. Sr. Manager	103.00	147.00	120.00
7210.00		Product Architect				
			No Variance	145.00	144.00	120.00
7220.00		Product Engineer				
			A. Entry	61.00	59.00	50.00
			B. Intermediate	71.00	78.00	62.00
			C. Advanced	81.00	105.00	78.00
			D. Expert	96.00	130.00	105.00
7230.00		Product Developer				
			A. Entry	58.00	69.00	60.00
			B. Intermediate	68.00	95.00	75.00
			C. Advanced	78.00	112.00	85.00
			D. Expert	93.00	130.00	105.00
Systems Programming & Admin.	7400.00	Manager, Systems Software				
			1. Team Leader	93.00	116.00	80.00
			2. Manager	103.00	135.00	90.00
			3. Sr. Manager	108.00	170.00	125.00
7410.00		Systems Architect				
			A. Entry	62.00	60.00	53.00
			B. Intermediate	95.00	90.00	70.00
			C. Advanced	132.00	130.00	95.00
			D. Expert	153.00	152.00	120.00
7420.00		Systems Software Programmer				
			A. Entry	68.00	70.00	60.00
			B. Intermediate	78.00	88.00	70.00
			C. Advanced	88.00	108.00	87.00
			D. Expert	97.00	120.00	100.00
7430.00		Groupware Specialist				
			A. Entry	68.00	72.00	60.00
			B. Intermediate	78.00	92.00	75.00
			C. Advanced	88.00	99.00	80.00
7440.00		Systems Administrator				
			A. Entry	58.00	60.00	50.00



Business Analysis and Planning			B. Intermediate	68.00	71.00	60.00
			C. Advanced	78.00	92.00	75.00
			D. Expert	88.00	103.00	85.00
	7450.00	UNIX System Administrator				
			No Variance	97.00	106.00	90.00
	7460.00	Storage Management Specialist				
			No Variance	97.00	100.00	85.00
	7500.00	Director, Enterprise Architecture				
			No Variance	206.00	202.00	140.00
	7600.00	Manager, IT Business Planning				
			1. Team Leader	98.00	113.00	90.00
			2. Manager	108.00	150.00	105.00
			3. Sr. Manager	118.00	151.00	120.00
	7610.00	Enterprise Architect				
			No Variance	144.00	142.00	120.00
Release Management	7620.00	Business Process Consultant				
			A. Entry	48.00	51.00	50.00
			B. Intermediate	58.00	80.00	60.00
			C. Advanced	68.00	103.00	78.00
			D. Expert	78.00	130.00	117.00
	7630.00	IT Business Consultant				
			A. Entry	58.00	63.00	55.00
			B. Intermediate	68.00	88.00	75.00
			C. Advanced	76.00	91.00	80.00
			D. Expert	88.00	115.00	95.00
	7640.00	Business Analyst				
			A. Entry	51.00	50.00	50.00
			B. Intermediate	68.00	77.00	60.00
			C. Advanced	78.00	87.00	68.00
			D. Expert	88.00	88.00	75.00
Program Management	7700.00	Director, Business Relationships				
			No Variance	203.00	200.00	130.00
	7800.00	Manager, Customer Relations				
			No Variance	108.00	125.00	100.00
	8000.00	Configuration Management Analyst				
			A. Entry	53.00	55.00	53.00
			B. Intermediate	63.00	82.00	70.00
			C. Advanced	73.00	85.00	77.00
	8010.00	Release/Build Engineer				
			No Variance	73.00	93.00	80.00
	8200.00	Director, Program Management				
			No Variance	186.00	182.00	140.00
	8210.00	Program Manager				
			1. Team Leader	98.00	100.00	70.00
			2. Manager	108.00	115.00	82.00
			3. Sr. Manager	118.00	138.00	95.00
			4. Executive	128.00	170.00	125.00
Project Management	8220.00	Project Manager				
			1. Team Leader	96.00	100.00	73.00
			2. Manager	106.00	110.00	85.00
			3. Sr. Manager	113.00	115.00	90.00
			4. Executive	118.00	142.00	110.00
	8230.00	Project Leader				
			A. Entry	63.00	62.00	55.00
			B. Intermediate	73.00	102.00	80.00
			C. Advanced	83.00	112.00	90.00
			D. Expert	93.00	116.00	98.00
	8235.00	Project Management Specialist				

			No Variance	73.00	80.00	70.00
	8240.00	Resource Manager				
			No Variance	103.00	120.00	100.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline				
			No Variance	73.00	78.00	70.00
	8410.00	Customer Service Hotline Representative				
			A. Entry	33.00	38.00	28.00
			B. Intermediate	38.00	42.00	35.00
			C. Advanced	43.00	53.00	43.00
Technical Product Support	8600.00	Manager, Technical Product Support				
			1. Team Leader	63.00	74.00	60.00
			2. Manager	73.00	85.00	70.00
			3. Sr. Manager	83.00	98.00	80.00
	8610.00	Technical Product Support Analyst				
			No Variance	58.00	66.00	63.00
	8620.00	Technical Product Support Specialist				
			A. Entry	36.00	38.00	30.00
			B. Intermediate	43.00	51.00	38.00
			C. Advanced	53.00	65.00	55.00

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
INFORMATION TECHNOLOGY CONSULTANT  
CONTRACT NO. 000895**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND  
CODE OF ETHICS**

The undersigned 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 the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at [www.oocea.com](http://www.oocea.com) and, to the extent applicable to the undersigned, agrees to abide with such policy.

4 Corner Resources, LLC

Company Name

By: Ki Pats

Title: Client Executive


## **CONSENT AGENDA ITEM**

**#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 29, 2016


RE: Approval of Purchase Order with Oracle  
for Software Update Licenses and Support

---

Board approval is requested to issue a Purchase Order to Oracle in the amount of \$61,103.08 to update various database software licenses and continue product support for a one-year period from November 15, 2016 to November 14, 2017.

Oracle has been designated as a single source provider for these services.

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

Reviewed by:   
Corey Quinn  
Chief of Technology/Operations



10-Aug-16

Rafael Millan  
Central Florida Expressway Authority (CFX)  
4974 ORL Tower Rd  
ORLANDO  
FL 32807  
United States

Dear Rafael Millan

The technical support services provided under support service number 2572502 will expire, or have expired, on 14-Nov-16. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 16-Oct-16.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Tina Brister  
Oracle Support Services  
E-mail: [tina.brister@oracle.com](mailto:tina.brister@oracle.com)  
Tel.: 6154770230  
Fax:



#### GENERAL INFORMATION

<b>OFFER EXPIRATION</b>		<b>ORACLE:</b> Oracle America, Inc.	
<b>Support Service Number:</b>	2572502	<b>Oracle Support Sales Representative:</b>	Tina Brister
<b>Offer Expires:</b>	14-Nov-16	<b>Telephone:</b>	6154770230
		<b>Fax:</b>	
		<b>E-mail:</b>	tina.brister@oracle.com
<b>CUSTOMER:</b> Central Florida Expressway Authority (CFX)			
<b>CUSTOMER QUOTE TO</b>		<b>CUSTOMER BILL TO</b>	
<b>Account Contact:</b>	Rafael Millan	<b>Account Contact:</b>	ACCOUNTS PAYABLE
<b>Account Name:</b>	Central Florida Expressway Authority (CFX)	<b>Account Name:</b>	Central Florida Expressway Authority (CFX)
<b>Address:</b>	4974 ORL Tower Rd ORLANDO FL 32807 United States	<b>Address:</b>	4974 ORL Tower Road ORLANDO FL 32807 United States
<b>Telephone:</b>	407 894-5065	<b>Telephone:</b>	407-316.3800
<b>Fax:</b>		<b>Fax:</b>	
<b>E-mail:</b>	millanr@oocea.com	<b>E-mail:</b>	CHIZLETT@OOCEA.COM

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

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

## SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Processor Perpetual	15666686	1		FULL USE	15-Nov-16	14-Nov-17	5,166.90
Oracle Database Enterprise Edition - Processor Perpetual	15666686	3		FULL USE	15-Nov-16	14-Nov-17	25,580.64
Oracle Database Standard Edition - Processor Perpetual	15666686	13		FULL USE	15-Nov-16	14-Nov-17	25,188.64
Oracle Partitioning - Processor Perpetual	15666686	4		FULL USE	15-Nov-16	14-Nov-17	5,166.90

**Program Technical Support Fees: USD 61,103.08**

**Total Price: USD 61,103.08**

Plus applicable tax

Please note the following:

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



## **TECHNICAL SUPPORT SERVICES TERMS**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Central Florida Expressway Authority (CFX) represents that Customer has authorized Central Florida Expressway Authority (CFX) to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Central Florida Expressway Authority (CFX) agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Central Florida Expressway Authority (CFX) agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of Central Florida Expressway Authority (CFX) to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-PS-TSSA-378133 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

---

## **ORDER PROCESSING DETAILS**

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be nonrefundable, except as provided in the agreement.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. Regardless of the form of payment:

- Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Central Florida Expressway Authority (CFX) is a tax exempt organization and is not an U.S. federal government entity, a copy of Central Florida Expressway Authority (CFX)'s tax exemption certificate must be submitted with Central Florida Expressway Authority (CFX)'s purchase order or credit card.

### **Purchase Order**

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 2572502
- Total Price: USD 61,103.08 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Central Florida Expressway Authority (CFX) agrees that the terms of this ordering document and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

### **Credit Card Confirmation**

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

---

Credit Card Number

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Credit Card Type (Visa, MasterCard, AMEX, JCB (for Japan only))

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Billing Address (associated with Credit Card)

\_\_\_\_\_  
City, State, and Zip (associated with Credit Card)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (as it appears on the credit card)

In issuing this credit card confirmation, Central Florida Expressway Authority (CFX) agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply

**Remittance Details**

Purchase orders or credit card details for the technical support services ordered under this ordering document should be sent to:

Attn: Tina Brister  
Oracle Support Services  
Fax:  
E-mail: tina.brister@oracle.com



ORLANDO - ORANGE COUNTY

4974 ORL TOWER ROAD, ORLANDO, FLORIDA 32807  
TELEPHONE (407) 690-5000 • FAX (407) 690-5011 • WWW.OOCEA.COM

DATE: March 2, 2009

VENDOR NAME: Oracle Corp.

VENDOR ADDRESS: PO BOX 71028  
Chicago, IL 60694-1028

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

The software purchased from this vendor is currently used in all 13 of our plazas and as well as on the host and backup host systems as the database platform for our toll collection system. The software support is purchased from the software manufacturer. The support includes troubleshooting problems, bug fixes and new software versions on the same platform for no additional cost. Without the maintenance, if there was a software bug or we ran into a problem with the software, we would be unable to get support of it. Since Oracle is the manufacturer, only they can make changes to their proprietary software. There is no where else to get this support.

Joann M. Chizlett  
Director of Information Technology

RICHARD T. CROTTY  
Chairman

TANYA T. JUAREZ  
Vice Chairman

MARK C. FILBURN  
Secretary/Treasurer

NORANNE B. DOWNS, P.E.  
Board Member

WALTER A. KETCHAM, JR.  
Board Member

MICHAEL SNYDER, P.E.  
Executive Director

## Saul Rivas

---

**From:** Joann Chizlett  
**Sent:** Monday, December 17, 2012 11:32 AM  
**To:** Saul Rivas  
**Cc:** Rafael Millan  
**Subject:** RE: Oracle Justification Letter

Thanks!

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**From:** Saul Rivas  
**Sent:** Monday, December 17, 2012 11:18 AM  
**To:** Joann Chizlett  
**Cc:** Rafael Millan  
**Subject:** RE: Oracle Justification Letter

Thanks, I'll attach this email to the Letter.

Saul

---

**From:** Joann Chizlett  
**Sent:** Monday, December 17, 2012 11:15 AM  
**To:** Saul Rivas  
**Cc:** Rafael Millan; Joann Chizlett  
**Subject:** RE: Oracle Justification Letter

Saul:

This justification is still valid. The only change is that I believe there are now 14 plazas since we added Dallas last year. Thanks.

- Joann

---

**From:** Saul Rivas  
**Sent:** Monday, December 17, 2012 9:46 AM  
**To:** Joann Chizlett  
**Cc:** Rafael Millan  
**Subject:** Oracle Justification Letter

Joann,

Attached you'll find the Oracle Justification Letter dated 3/2/2009. This Justification Letter is over 3 years old. Please advise if this vendor still a Single Source and keep using the same Justification Letter. Please let me know if you have any questions

Thanks

Saul

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: August, 30<sup>th</sup>, 2016

VENDOR NAME: ORACLE AMERICA INC

VENDOR ADDRESS: PO BOX 71028  
Chicago, IL 60694-1028

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

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



Corey Quinn  
Chief of Technology/Operations

Signature of Procurement Director:



Date:


8-30-16

## **CONSENT AGENDA ITEM**

**#8**

## MEMORANDUM

TO: CFX Board Members

FROM:  Joseph L. Passiatore, General Counsel

DATE: August 24, 2016

SUBJECT: Central Florida Expressway Authority ("CFX")  
Disposition of Property - SR 414 / Project 414-314

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In order to facilitate the previously approved Marden Road/S.R. 414 Interchange, Board approval is requested as follows: 1) acceptance of a special warranty deed from Emerson Point Phase II in favor of CFX; and 2) conveyance of right-of-way along Marden Road to the City of Apopka, subject to CFX retaining the right to re-acquire the property (at no cost) should the property cease to be used for right-of-way purposes.

### **Background and History:**

In October 2015, Central Florida Expressway Authority, Emerson Point Assoc., LLLP and Emerson Point Phase II, LLC entered into the Marden Road Interchange Agreement which provides for the construction of a half diamond interchange (to and from the east) on S.R. 414 at Marden Road. The terms of the Agreement require the Developer to prepare the plans for CFX approval, donate to CFX the land for the ramp on the north side, and pay for construction. CFX is contributing the land for the ramp on the south side.

The City of Apopka has requested that roundabouts be constructed along Marden Road at each ramp. This would necessitate both Emerson and CFX conveying small parcels of right-of-way to the City of Apopka.

Atkins, CFX General Engineering Consultant, has reviewed the revised plans to the extent necessary to determine the right-of-way requirements as well as the legal descriptions and has opined that conveyance of the roundabout property to the City, retaining the right to re-acquire the property (at no cost) should the property cease to be used as public right-of-way, will not detrimentally affect the Expressway System.

Emerson Point Phase II has executed the Special Warranty deed in favor of CFX for the property on the north side of S.R. 414 and that deed is now ready for Board acceptance.



CFX Board Members  
August 24, 2016  
Page 2

**Recommendation:**

Staff requests Board acceptance of the Special Warrant deed and conveyance of the Quitclaim deed to the City of Apopka which actions were recommended for Board approval by the Right of Way Committee on August 24, 2016.

JLP/ml  
cc: Laura Kelley

Attachments: Executed Deed from Emerson to CFX  
GEC letter  
Proposed Quitclaim Deed to Apopka

This instrument prepared by  
AND SHOULD BE RETURNED TO:

Ted. B. Edwards, Esq.  
Law Office of Ted B. Edwards, P.A.  
1350 Orange Avenue  
Suite 260  
Winter Park, FL 32789

Purchase Price: Donation  
Documentary Stamps Due: \$0.70

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made this 9<sup>th</sup> day of August, 2016, by **EMERSON POINT PHASE II, LLC**, a Florida limited liability company, whose address is 1350 Orange Avenue, Suite 250, Winter Park, FL 32789 ("**Grantor**"), in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an expressway authority established under the laws of the State of Florida, whose address is 4947 Orlando Tower Road, Orlando, Florida 32807 ("**Grantee**").

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of partnerships and corporations, wherever the context so permits or requires.

**WITNESSETH:**

**GRANTOR**, for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situate and lying in Orange County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference (the "**Property**").

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND**, Grantor hereby warrants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good, right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by through or under the Grantor but against none other; and that the property is free and clear of all liens and encumbrances, subject to taxes accruing subsequent to December 31, 2015, and any and all covenants, conditions, restrictions, and matters of public record the reference to which shall not serve to reimpose the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in the name by its lawful representative hereunto duly authorized, on the date first written above.

Signed, sealed and delivered in the presence of:

Roberto Marimo  
Print Name: Roberto Marimo

Thomas A. Cicerano  
Print Name: Thomas Cicerano

Michelle Heatherly  
Print Name: Michelle Heatherly

Olivier Grossen  
Print Name: Olivier Grossen

**EMERSON POINT PHASE II, LLC**, a Florida limited liability company

By: Michael E. Wright  
Print Name: Michael E. Wright  
Title: Manager

Date: August, 2016

By: Mary L. Demetree  
Print Name: Mary L. Demetree  
Title: Manager

Date: 8/9/16

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2016, by Michael E. Wright, as Manager for **EMERSON POINT PHASE II, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced as identification.



Megan Hudson  
Signature of Notary Public

Megan Hudson  
Typed name of Notary Public

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2016, by Mary L. Demetree, as Manager for **EMERSON POINT PHASE II, LLC**, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced as identification.



Madelyn Boelter  
Signature of Notary Public

Madelyn Boelter  
Typed name of Notary Public

[Affix Notary Seal]

**COMPOSITE EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH X-CUT MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°57'32" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MARDEN ROAD, AS DESCRIBED IN DEED BOOK 543, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°15'46" WEST, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD, FOR A DISTANCE OF 469.29 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 414, AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 429-200, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 AND ALONG SAID CURVE, HAVING A RADIUS OF 4,360.00 FEET, A CENTRAL ANGLE OF 6°30'12", AN ARC LENGTH OF 494.89 FEET, A CHORD LENGTH OF 494.62 FEET AND A CHORD BEARING OF SOUTH 81°10'06" EAST; THENCE RUN SOUTH 70°08'59" EAST, ALONG THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414, FOR A DISTANCE OF 589.24 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 AND ALONG SAID CURVE, HAVING A RADIUS OF 4,320.00 FEET, A CENTRAL ANGLE OF 3°40'16", AN ARC LENGTH OF 276.79 FEET, A CHORD LENGTH OF 276.74 FEET AND A CHORD BEARING OF SOUTH 68°18'51" EAST, TO A POINT AT THE INTERSECTION OF THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE CONTINUE SOUTHEASTERLY ALONG THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 AND ALONG SAID CURVE, HAVING A RADIUS OF 4,320.00 FEET, A CENTRAL ANGLE OF 13°02'24", AN ARC LENGTH OF 983.19 FEET, A CHORD LENGTH OF 981.07 FEET AND A CHORD BEARING OF SOUTH 59°57'31" EAST, TO A POINT AT THE INTERSECTION OF THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE RUN NORTH 02°46'48" WEST, FOR A DISTANCE OF 96.15 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,731.02 FEET, A CENTRAL ANGLE OF 7°10'02", AN ARC LENGTH OF 216.54 FEET, A CHORD LENGTH OF 216.39 FEET AND A CHORD BEARING OF NORTH 50°10'07" WEST; THENCE RUN NORTH 65°20'36" WEST, FOR A DISTANCE OF 328.55 FEET; THENCE RUN NORTH 71°44'48" WEST, FOR A DISTANCE OF 91.73 FEET; THENCE RUN NORTH 67°47'09" WEST, FOR A DISTANCE OF 477.29 FEET; THENCE RUN NORTH 62°04'31" WEST, FOR A DISTANCE OF 100.50 FEET; THENCE RUN NORTH 67°00'49" WEST, FOR A DISTANCE OF 300.03 FEET; THENCE RUN NORTH 68°04'05" WEST, FOR A DISTANCE OF 162.90 FEET; THENCE RUN NORTH 72°46'45" WEST, FOR A DISTANCE OF 147.68 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,586.63 FEET, A CENTRAL ANGLE OF 9°52'36", AN ARC LENGTH OF 273.50 FEET, A CHORD LENGTH OF 273.16 FEET AND A CHORD BEARING OF NORTH 62°50'51" WEST, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 550.39 FEET, A CENTRAL ANGLE OF 19°33'47", AN ARC LENGTH OF 187.92 FEET, A CHORD LENGTH OF 187.01 FEET AND A CHORD BEARING OF NORTH 67°41'27" WEST; THENCE RUN SOUTH 10°41'57" WEST, FOR A DISTANCE OF 82.86 FEET; THENCE RUN SOUTH 33°26'11" WEST, FOR A DISTANCE OF 113.21 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY OF THE ABOVE DESCRIBED RIGHT-OF-WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT-OF-WAY.

CONTAINING 3.57 ACRES, MORE OR LESS.

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFIRMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 6J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

Not valid without the original and original raised seal of a Florida Licensed Surveyor and Mapper.

08/16/16  
Date

Corey A. Hopkins 1696743

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THAT BEARING BEING S 00°15'46" W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83/90.
3. NOT VALID WITHOUT ALL SHEETS.

No	Revisions	Date
1	Sketch of Description	07/20/16
2	CFX Comments	07/28/16
3	Atkins Comments	08/05/16
4	Geodata Comments	08/15/16



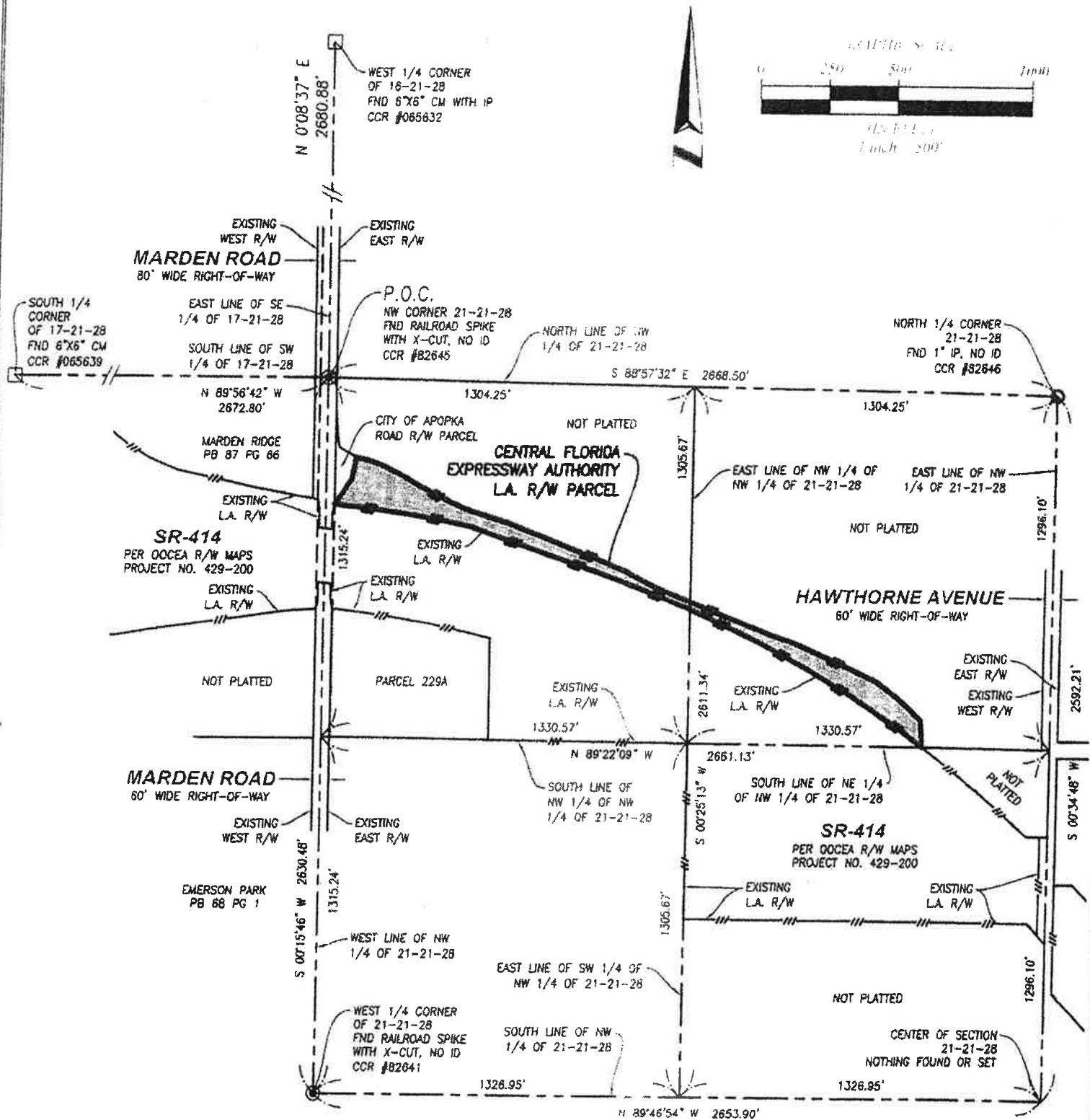
On the Mark Surveying, LLC

LS 7931

SKETCH OF  
DESCRIPTION

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Scale N/A	Checked by CAH
Sheet 1 of 7	Job Number EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE



No	Revisions	Date
1	Sketch of Description	07/20/16
2	CFX Comments	07/28/16
3	Atkins Comments	08/05/16
4	Geodata Comments	08/15/16



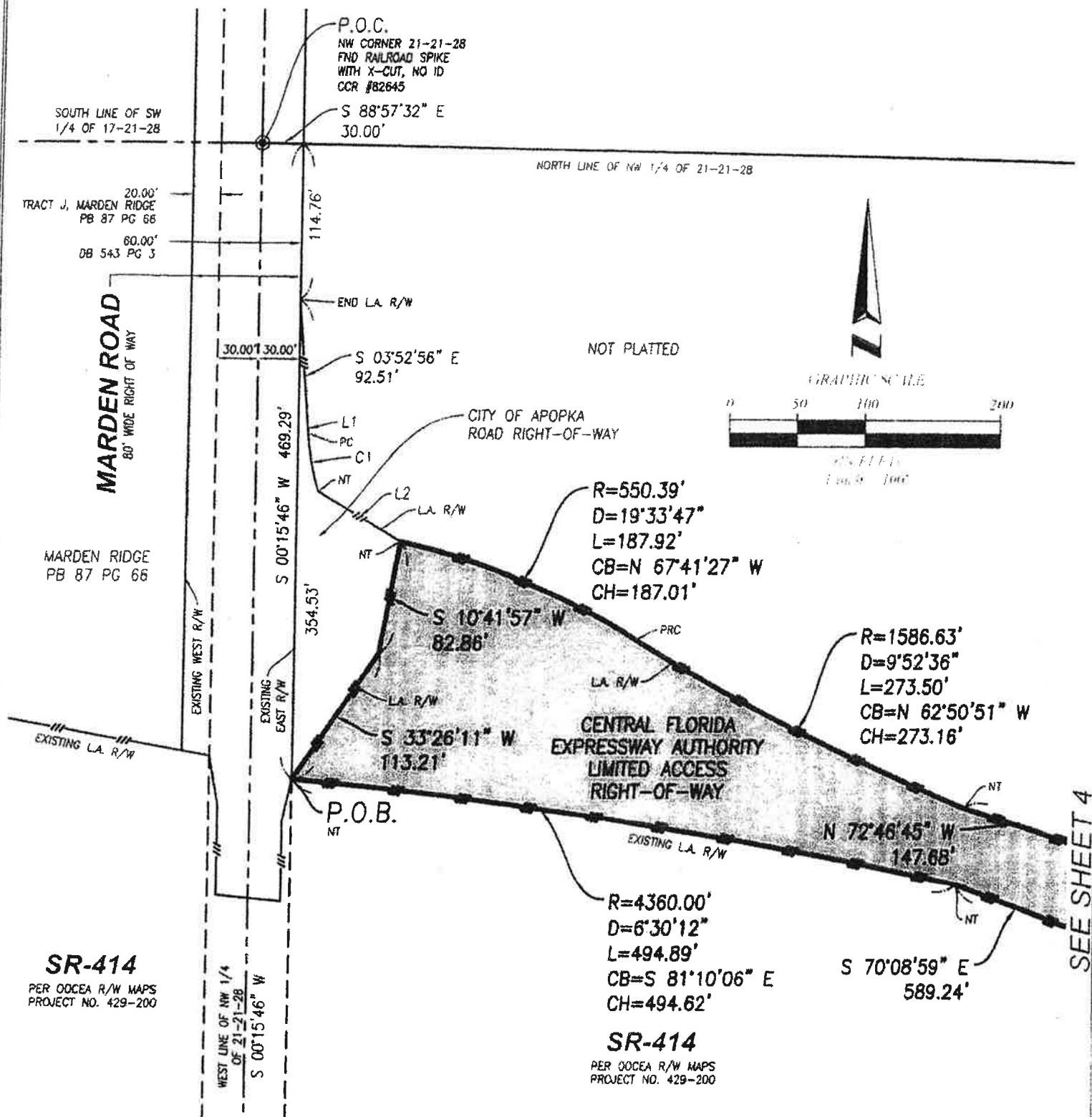
On the Mark Surveying LLC  
LB 7931

**SKETCH OF  
DESCRIPTION**

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Scale	1" = 500'	Checked by	CAH
Sheet 2 of 7		Job Number	EMERSON

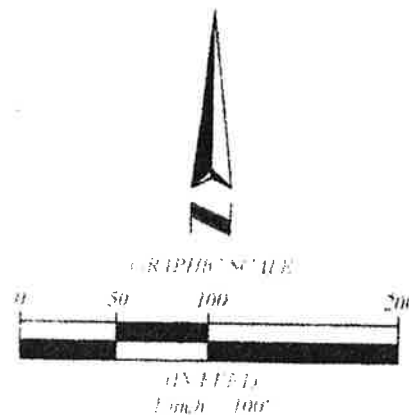


CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE



No.	Revisions	Date	On the Mark Surveying, LLC	Field Date	Drawn by
1	Sketch of Description	07/20/16	LB 7931	N/A	CAH
2	CFX Comments	07/28/16	11 Meadow Brook, Suite 100	Scale	Checked by
3	Atkins Comments	08/05/16	Sanford, Florida 32771	1" = 100'	CAH
4	Geodata Comments	08/15/16	Phone: 407.829.6279	Sheet 3 of 7	Job Number
					51675030

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE



SEE SHEET 3

NOT PLATTED

N 72°46'45" W  
147.68'

N 68°04'05" W  
162.90'

N 67°00'49" W 300.03'  
LA R/W

S 70°08'59" E 589.24'

EXISTING LA R/W

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
LIMITED ACCESS  
RIGHT-OF-WAY

N 62°04'31" W  
100.50'

N 67°47'09" W  
477.29'

EAST LINE OF NW 1/4 OF  
NW 1/4 OF 21-21-28

R=4320.00'  
D=3°40'16"  
L=276.79'  
CB=S 68°18'51" E  
CH=276.74'

**SR-414**

PER OOCEA R/W MAPS  
PROJECT NO. 429-200

SEE SHEET 5

No	Revisions	Date
1	Sketch of Description	07/20/16
2	CFX Comments	07/28/16
3	Atkins Comments	08/05/16
4	Geodare Comments	08/15/16



On the Mark Surveying LLC  
LB 7931

**SKETCH OF  
DESCRIPTION**

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Scale 1" = 100'	Checked by CAH
Sheet 4 of 7	Job Number 429-200

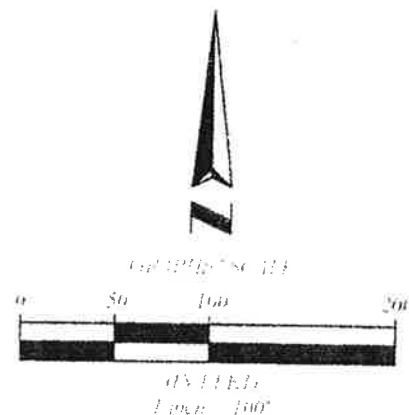


CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

SEE SHEET 4

EAST LINE OF NW 1/4 OF  
NW 1/4 OF 21-21-28

NOT PLATTED



N 67°47'09" W 477.29'

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
LIMITED ACCESS  
RIGHT-OF-WAY

N 71°44'48" W 91.73'

EXISTING L.A. R/W

L.A. R/W

N 65°20'36" W 328.55'

R=4320.00'  
D=13°02'24"  
L=983.19'  
CB=S 59°57'31" E  
CH=981.07'

NT

SEE SHEET 6

**SR-414**

PER OOCEA R/W MAPS  
PROJECT NO. 429-200

No.	Revisions	Date
1	Sketch of Description	07/20/16
2	CFX Comments	07/28/16
3	Atkins Comments	08/05/16
4	Geodata Comments	08/15/16



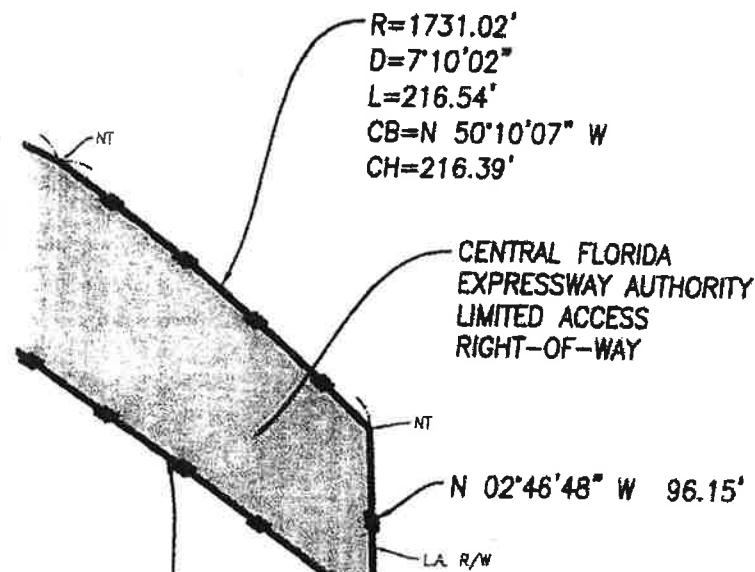
On the Mark Surveying, LLC  
LB 7931  
113 Meadow Boulevard  
Spring Field, FL 32152  
Phone: 321.625.6111  
Fax: 321.625.6112

**SKETCH OF  
DESCRIPTION**

Field Date N/A	Drawn by CAH
Scale 1" = 100'	Checked by CAH
Sheet 5 of 7	Job Number LTER 414

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

SEE SHEET 5



NOT PLATTED

HAWTHORNE AVENUE  
60' WIDE RIGHT-OF-WAY

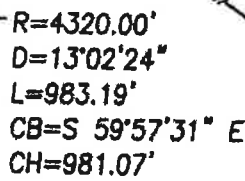
EXISTING WEST R/W

EXISTING EAST R/W

EAST LINE OF NW 1/4 OF 21-21-28

ORB 30 PG 57

30.00'



SOUTH LINE OF NE 1/4 OF NW 1/4 OF 21-21-28

NOT PLATTED

SR-414

PER OOCEA R/W MAPS  
PROJECT NO. 429-200



GRAPHIC SCALE



1" = 100'

EXISTING LA R/W

EXISTING WEST R/W

EXISTING EAST R/W

30.00'

30.00'

SKETCH OF DESCRIPTION

No	Revisions	Date
1	Sketch of Description	07/20/16
2	CFX Comments	07/28/16
3	Atkins Comments	08/05/16
4	Geodata Comments	08/15/16

On The Mark  
Surveying, LLC  
LB 7931  
1418 Meadow Glen, LLC  
1418 Meadow Glen, LLC  
1418 Meadow Glen, LLC  
1418 Meadow Glen, LLC

Field Date N/A	Drawn by CAH
Scale 1" = 100'	Checked by CAH
Sheet 6 of 7	Job Number 414-314

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE


CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	182.00	13°35'47"	43.19	S 10°31'08" E	43.09

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 03°43'15" E	7.30
L2	S 59°11'36" E	71.64

LEGEND:

CB - CHORD BEARING  
CCR# - CERTIFIED CORNER RECORD NUMBER  
CFX - CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CH - CHORD LENGTH  
CM - CONCRETE MONUMENT  
D - CENTRAL ANGLE  
DB - DEED BOOK  
FND - FOUND  
ID - IDENTIFICATION  
IP - IRON PIPE  
L - ARC LENGTH  
L.A. - LIMITED ACCESS  
LB - PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NUMBER  
LS - PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER  
N/A - NOT APPLICABLE  
NAD - NORTH AMERICAN DATUM  
NO - NUMBER

NT - NON TANGENT  
OCCEA - ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
ORB - OFFICIAL RECORDS BOOK  
PB - PLAT BOOK  
PC - POINT OF CURVATURE  
PCC - POINT OF COMPOUND CURVATURE  
PCL - PAGE  
P.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.R. - POINT OF REVERSE CURVATURE  
P.T. - POINT OF TANGENCY  
R - RADIUS  
R/W - RIGHT-OF-WAY  
SR - STATE ROAD  
XX-XX-XX - SECTION XX - TOWNSHIP XX SOUTH - RANGE XX EAST

No.	Revisions	Date	 On the Mark Surveying, LLC LB 7931	<b>SKETCH OF DESCRIPTION</b>	Field Date	Drawn by
	Sketch of Description	07/20/16			N/A	CAH
	CFX Comments	07/28/16			Scale	Checked by
	Atkins Comments	08/05/16			N/A	CAH
	Geodata Comments	08/15/16			Sheet 7 of 7	Job Number
						EVER L.S.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH X-CUT MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°57'32" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MARDEN ROAD, AS DESCRIBED IN DEED BOOK 543, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°15'46" WEST, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD, FOR A DISTANCE OF 114.76 FEET, TO THE POINT OF BEGINNING; THENCE RUN SOUTH 03°52'56" EAST, FOR A DISTANCE OF 92.51 FEET; THENCE RUN SOUTH 03°43'15" EAST, FOR A DISTANCE OF 7.30 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 13°35'47", AN ARC LENGTH OF 43.19 FEET, A CHORD LENGTH OF 43.09 FEET AND A CHORD BEARING OF SOUTH 10°31'08" EAST; THENCE RUN SOUTH 59°11'36" EAST, FOR A DISTANCE OF 71.64 FEET; THENCE RUN SOUTH 10°41'57" WEST, FOR A DISTANCE OF 82.86 FEET; THENCE RUN SOUTH 33°26'11" WEST, FOR A DISTANCE OF 113.21 FEET, TO THE POINT OF TERMINUS, SAID POINT BEING AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 414, AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 429-200.

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFIRMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.


Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

08/16/16 *Corey A. Hopkins*  
Date Corey A. Hopkins 166743

SURVEYORS NOTES

1. THIS SKETCH IS NOT A SURVEY
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THAT BEARING BEING S 00°15'46" W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83/90
3. NOT VALID WITHOUT ALL SHEETS.

NO	Revisions	Date
1	Sketch of Description	08/05/16
2	Geodata Comments	08/15/16

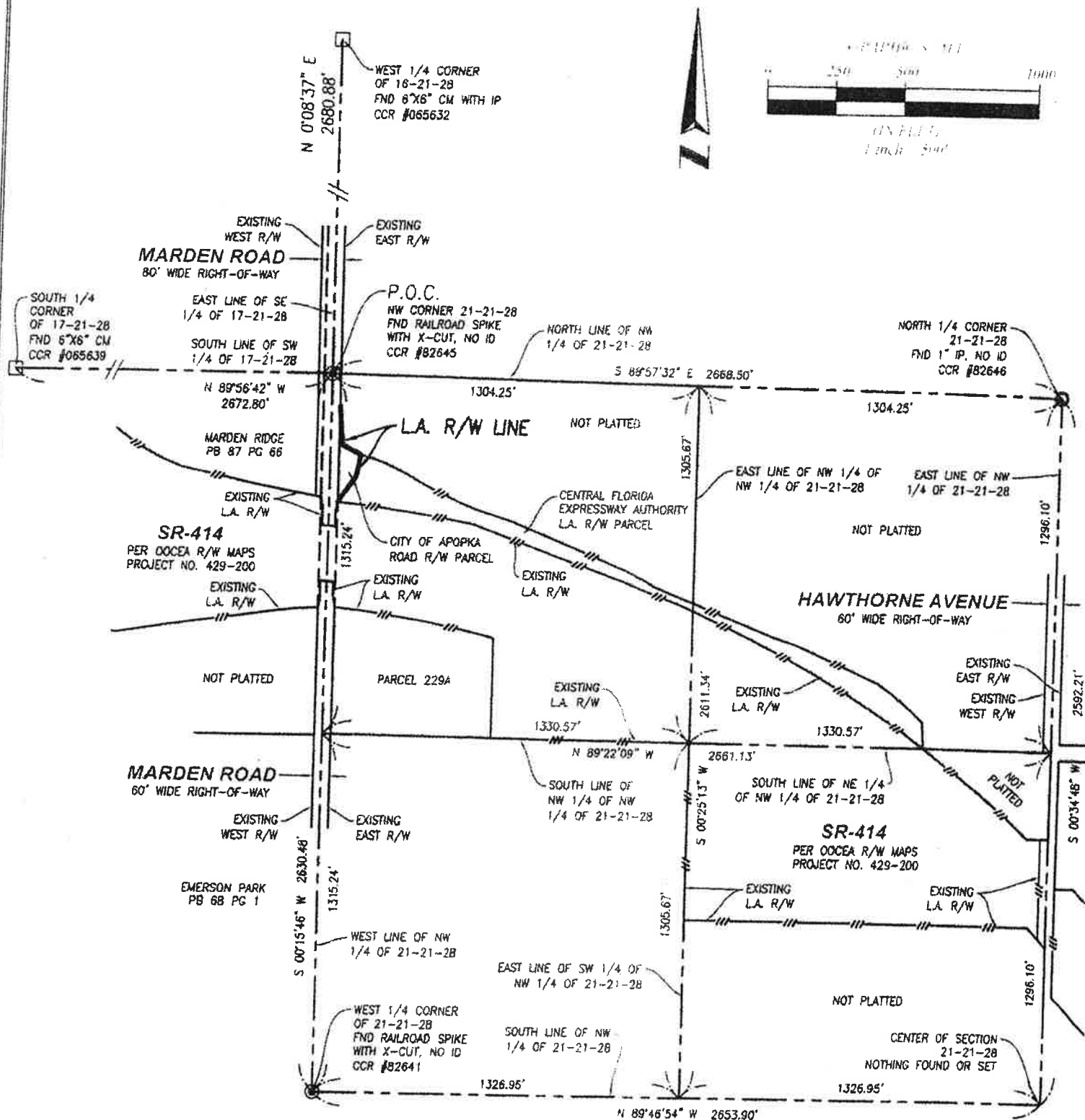


On the Mark Surveying LLC  
LB 7931  
14000 State Road 31  
Suite 200  
Maitland, FL 32751  
407.881.1111

SKETCH OF  
DESCRIPTION

Field Date	Drawn by
N/A	CAH
Scale	Checked by
N/A	CAH
Sheet 1 of 4	Job Number

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE



No	Revisions	Date
	<i>Sketch of Description</i>	08/05/16
	<i>Geodata Comments</i>	08/15/16



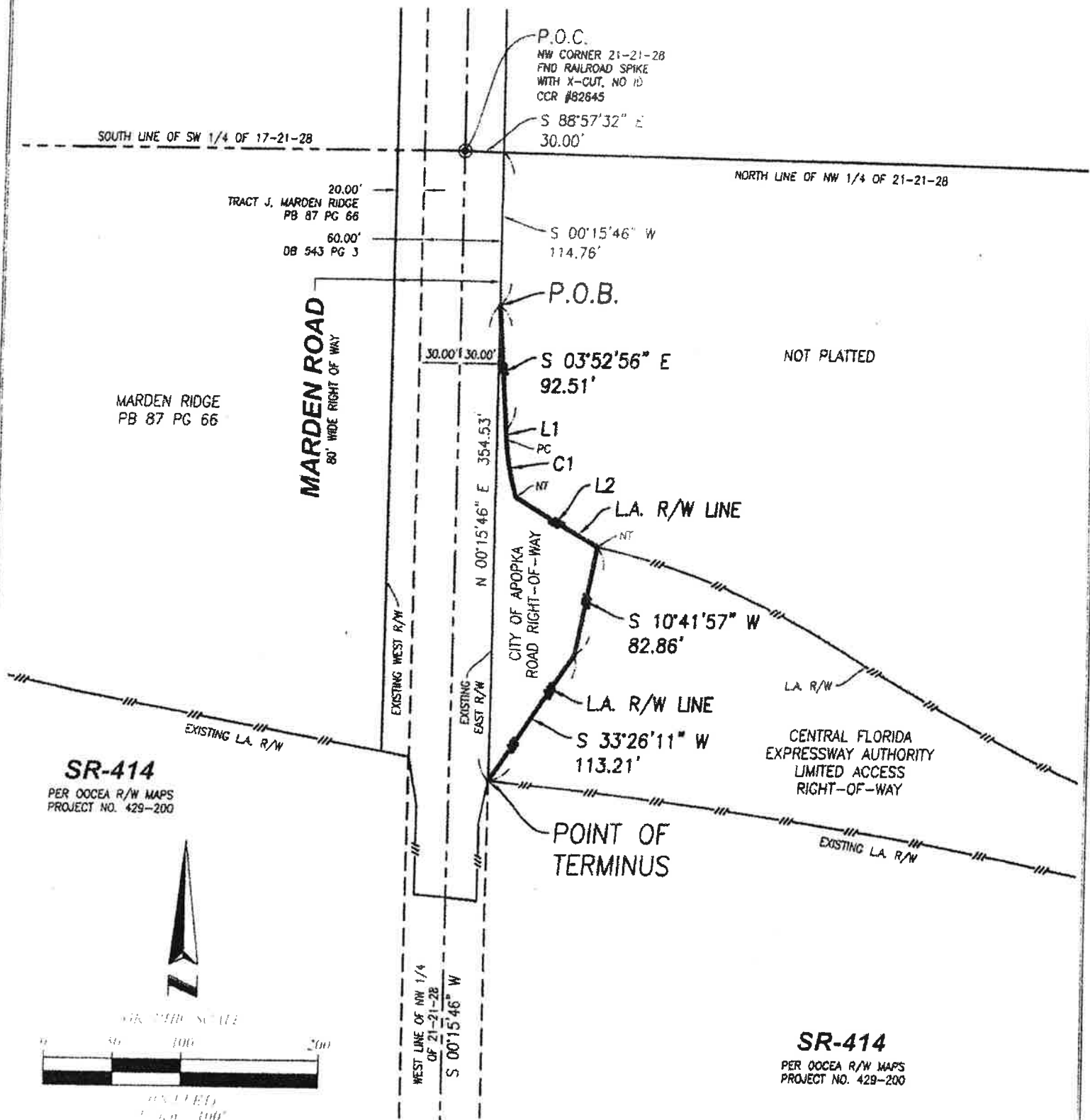
On the Mark Surveying LLC  
187931

43-10400-21


### SKETCH OF DESCRIPTION

Field Date N/A	Drawn by CAH
Scale 1" = 500'	Checked by CAH
Sheet Title	Job Number

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE



No	Revisions	Date
1	Sketch of Description	08/05/16
2	Geodata Comments	08/15/16



On The Mark Surveying LLC  
LB 7931  
4000 W. US Highway 41  
Apopka, FL 32812  
Phone: 407-426-0116  
Fax: 407-426-0117

## SKETCH OF DESCRIPTION

Field Date	N/A	Drawn by	CAH
Scale	1" = 100'	Checked by	CAH
Sheet 3 of 4		Job Number	EXLPSN


CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	182.00	13°35'47"	43.19	S 10°31'08" E	43.09

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 03°43'15" E	7.30
L2	S 59°11'36" E	71.64

LEGEND:

CB -	CHORD BEARING	NT -	NON TANGENT
CCR# -	CERTIFIED CORNER RECORD NUMBER	OOCEA -	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CFX -	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB -	OFFICIAL RECORDS BOOK
CH -	CHORD LENGTH	PB -	PLAT BOOK
CM -	CONCRETE MONUMENT	PC -	POINT OF CURVATURE
D -	CENTRAL ANGLE	PCC -	POINT OF COMPOUND CURVATURE
DB -	DEED BOOK	PG -	PAGE
FND -	FOUND	P.O.B. -	POINT OF BEGINNING
ID -	IDENTIFICATION	P.O.C. -	POINT OF COMMENCEMENT
IP -	IRON PIPE	PRC -	POINT OF REVERSE CURVATURE
L -	ARC LENGTH	PT -	POINT OF TANGENCY
L.A. -	LIMITED ACCESS	R -	RADIUS
LB -	PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NUMBER	R/W -	RIGHT-OF-WAY
LS -	PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER	SR -	STATE ROAD
N/A -	NOT APPLICABLE	XX-XX-XX -	SECTION XX - TOWNSHIP XX SOUTH - RANGE XX EAST
NAD -	NORTH AMERICAN DATUM		
NO. -	NUMBER		

No.	Revisions	Date	 <b>On the Mark Surveying, LLC</b> LB 7931 47 Meadow Brook Road Sanford, FL 32733 Phone: 321.926.4116 Fax: 321.926.4117	<b>SKETCH OF DESCRIPTION</b>	Field Date	Drawn by
Sketch of Description		08/05/16			N/A	CAH
Geodata Comments		08/15/16			Scale	Checked by
					N/A	CAH
					Sheet 4 of 4	Job Number
						1749-16



Atkins North America, Inc.  
482 South Keller Road  
Orlando, Florida 32810-6101

Telephone: +1.407.647.7275

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

August 15, 2016

Joseph A. Berenis, P.E.  
Chief of Infrastructure  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

**Re: Central Florida Expressway Authority  
Disposition of Property  
SR 414 / Project 414-314  
Marden Road Interchange Roundabout (8,740 square feet+/-)  
(Portion of Project 429-200, Parcel 229A)**

Dear Mr. Berenis:

We have reviewed the limits of the above designated parcel, as depicted on the attached legal description and sketch. In our opinion the disposition of this 8,740 square feet +/- parcel to the City of Apopka as road right of way (subject to right of first refusal should the City abandon the right of way) is not essential for the operation of the Expressway System and would not impede or restrict the current or future operation by the Central Florida Expressway Authority (CFX) of the Expressway System.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan Silva", is positioned above the printed name.

Nathan Silva, P.E.  
GEC Program Manager

cc: Laura Kelley, Executive Director  
Joseph Passiatore, General Counsel  
Linda Lanosa, Deputy General Counsel  
Glenn Pressimone, Director of Engineering

Attachments



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
CITY OF APOPKA ROAD RIGHT OF WAY  
ESTATE: FEE SIMPLE  
(A PORTION OF PROJECT NO. 429-200 PARCEL 229A)

LEGAL DESCRIPTION:

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH X-CUT MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°57'32" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MARDEN ROAD, AS DESCRIBED IN DEED BOOK 543, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°15'46" WEST, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD, FOR A DISTANCE OF 469.29 FEET, TO A POINT AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 414, AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 429-200; THENCE CONTINUE SOUTH 00°15'46" WEST, ALONG A LINE PARALLEL TO AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 383.15 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 AND ALONG SAID CURVE, HAVING A RADIUS OF 1,223.14 FEET, A CENTRAL ANGLE OF 00°28'07", AN ARC LENGTH OF 10.00 FEET, A CHORD LENGTH OF 10.00 FEET AND A CHORD BEARING OF SOUTH 88°11'33" EAST; THENCE RUN SOUTH 00°15'46" WEST, FOR A DISTANCE OF 48.70 FEET; THENCE RUN SOUTH 26°13'15" EAST, FOR A DISTANCE OF 39.75 FEET; THENCE RUN SOUTH 46°58'08" EAST, FOR A DISTANCE OF 43.41 FEET; THENCE RUN SOUTH 17°04'32" EAST, FOR A DISTANCE OF 63.89 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 62°54'05", AN ARC LENGTH OF 88.92 FEET, A CHORD LENGTH OF 84.53 FEET AND A CHORD BEARING OF SOUTH 52°08'54" WEST, TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 15°41'37", AN ARC LENGTH OF 37.25 FEET, A CHORD LENGTH OF 37.14 FEET AND A CHORD BEARING OF SOUTH 12°51'03" WEST, TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,181.00 FEET, A CENTRAL ANGLE OF 04°35'12", AN ARC LENGTH OF 94.54 FEET, A CHORD LENGTH OF 94.52 FEET AND A CHORD BEARING OF SOUTH 02°42'38" WEST, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD; THENCE RUN NORTH 00°15'46" EAST, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD, FOR A DISTANCE OF 357.85 FEET, TO THE POINT OF BEGINNING.

RESERVING UNTO GRANTOR ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY OF THE ABOVE DESCRIBED RIGHT-OF-WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8,740 SQUARE FEET, MORE OR LESS.

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFIRMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Date

Corey A. Hopkins, LS 6743

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THAT BEARING BEING S 00°15'46" W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83/90.
3. NOT VALID WITHOUT ALL SHEETS.

No.	Revisions	Date
1	Sketch of Description	07/15/16
2	Atkins Comments	08/05/16
3	Geodata Comments	08/15/16
4		
5		

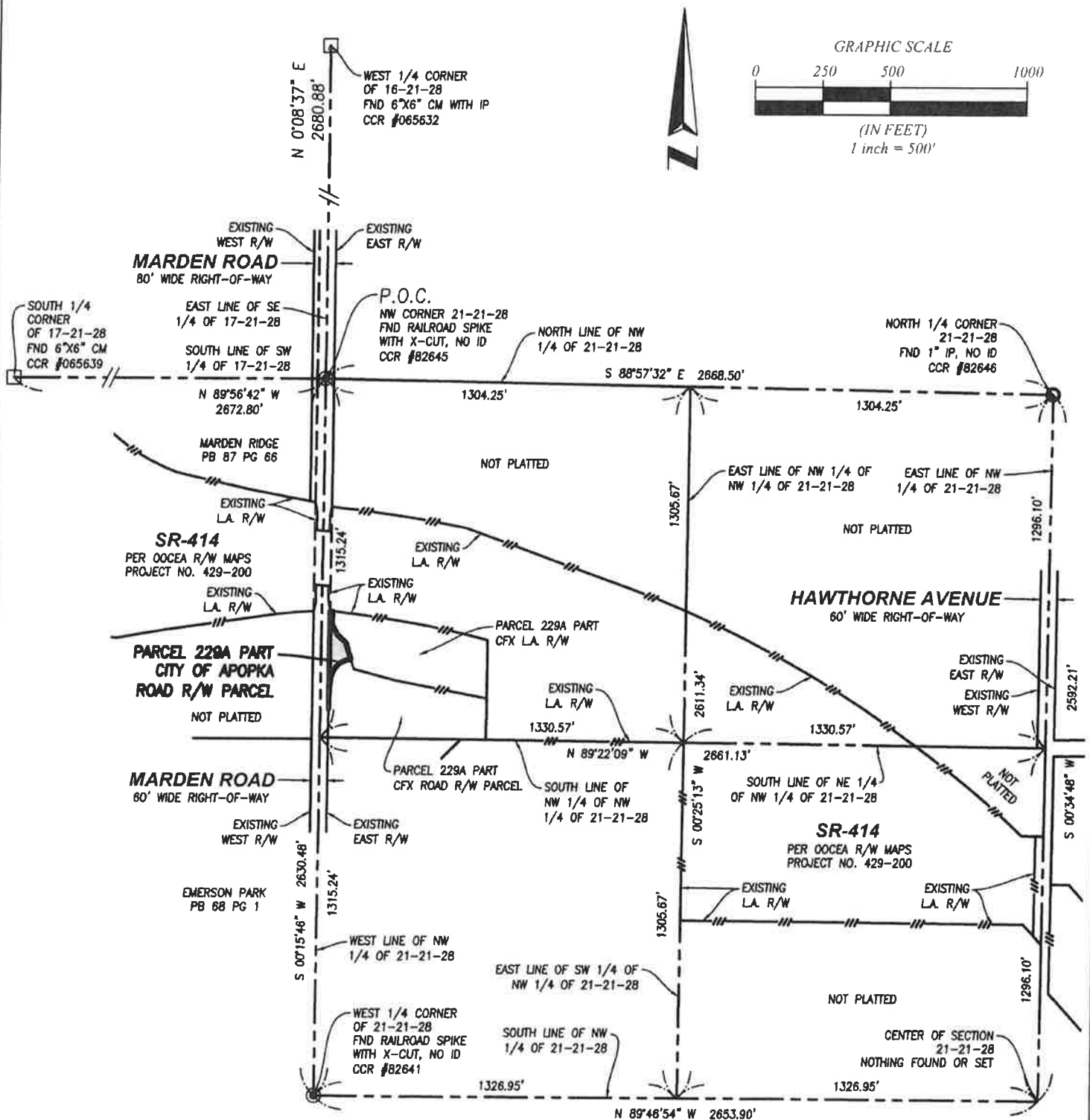


On the Mark Surveying, LLC  
LB 7931  
143 Meadow Boulevard  
Sanford, Florida 32771  
Phone: (321)626-6376  
Email: OTMSurveying@gmail.com

## SKETCH OF DESCRIPTION

Field Date:	Drawn by:
N/A	CAH
Scale:	Checked by:
N/A	CAH
Sheet 1 of 5	Job Number:
	EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
CITY OF APOPKA ROAD RIGHT OF WAY  
ESTATE: FEE SIMPLE  
(A PORTION OF PROJECT NO. 429-200 PARCEL 229A)



No.	Revisions	Date
1	Sketch of Description	07/15/16
2	Atkins Comments	08/05/16
3	Geodata Comments	08/15/16
4		
5		

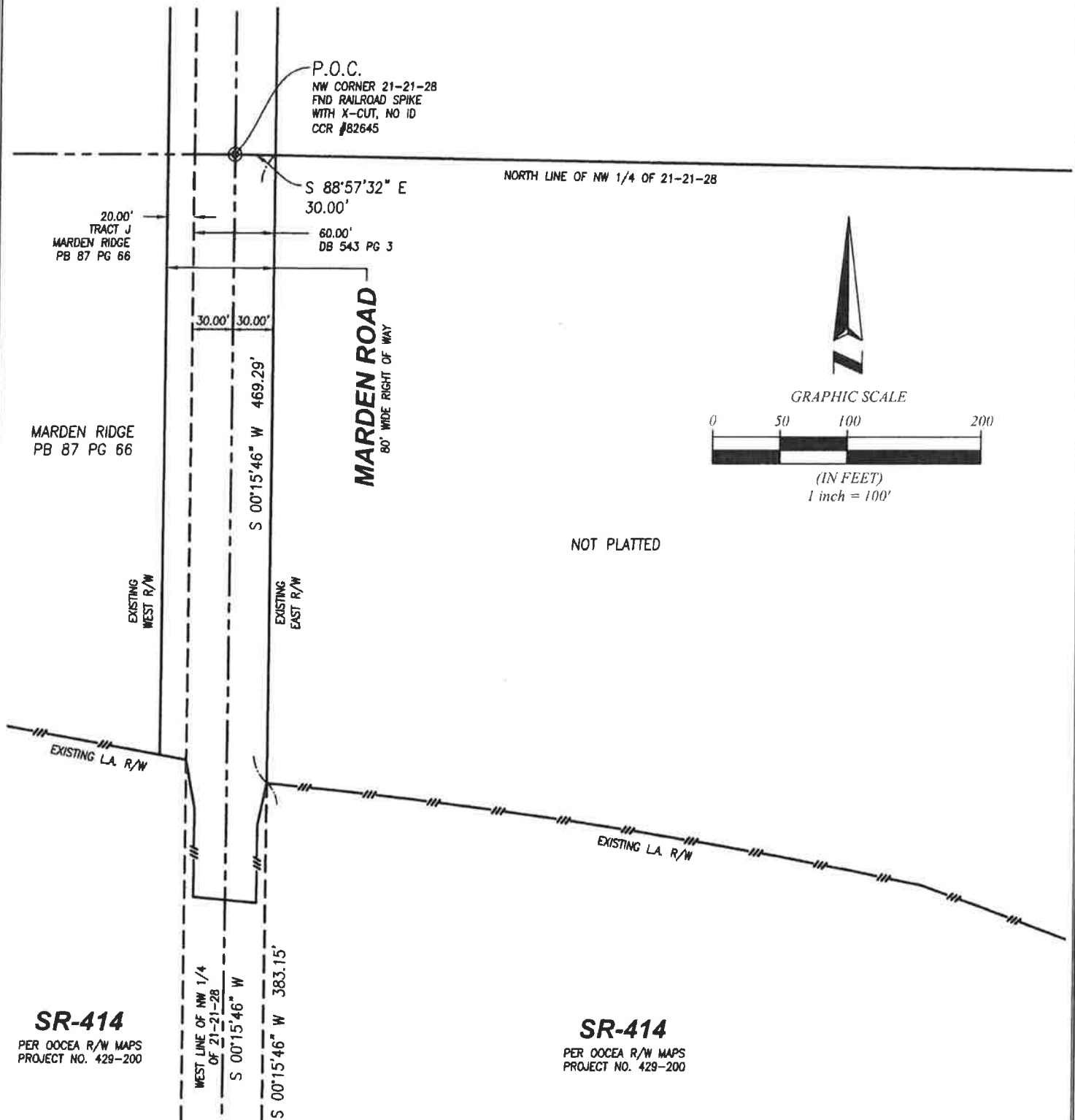


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 143 Meadow Boulevard  
 Sanford, Florida 32771  
 Phone: (321)626-6376  
 Email [OTMSurveying@gmail.com](mailto:OTMSurveying@gmail.com)

### SKETCH OF DESCRIPTION

Field Date: N/A	Drawn by: CAH
Scale: 1" = 500'	Checked by: CAH
Sheet 2 of 5	Job Number: EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 414 - PROJECT NO. 414-314  
 CITY OF APOPKA ROAD RIGHT OF WAY  
 ESTATE: FEE SIMPLE  
 (A PORTION OF PROJECT NO. 429-200 PARCEL 229A)



**SR-414**

PER OOCEA R/W MAPS  
 PROJECT NO. 429-200

**SR-414**

PER OOCEA R/W MAPS  
 PROJECT NO. 429-200

SEE SHEET 4

No.	Revisions	Date
1	Sketch of Description	07/15/16
2	Atkins Comments	08/05/16
3	Geodata Comments	08/15/16
4		
5		



On the Mark Surveying, LLC  
 LB 7931  
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 Sanford, Florida 32771  
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**SKETCH OF  
 DESCRIPTION**

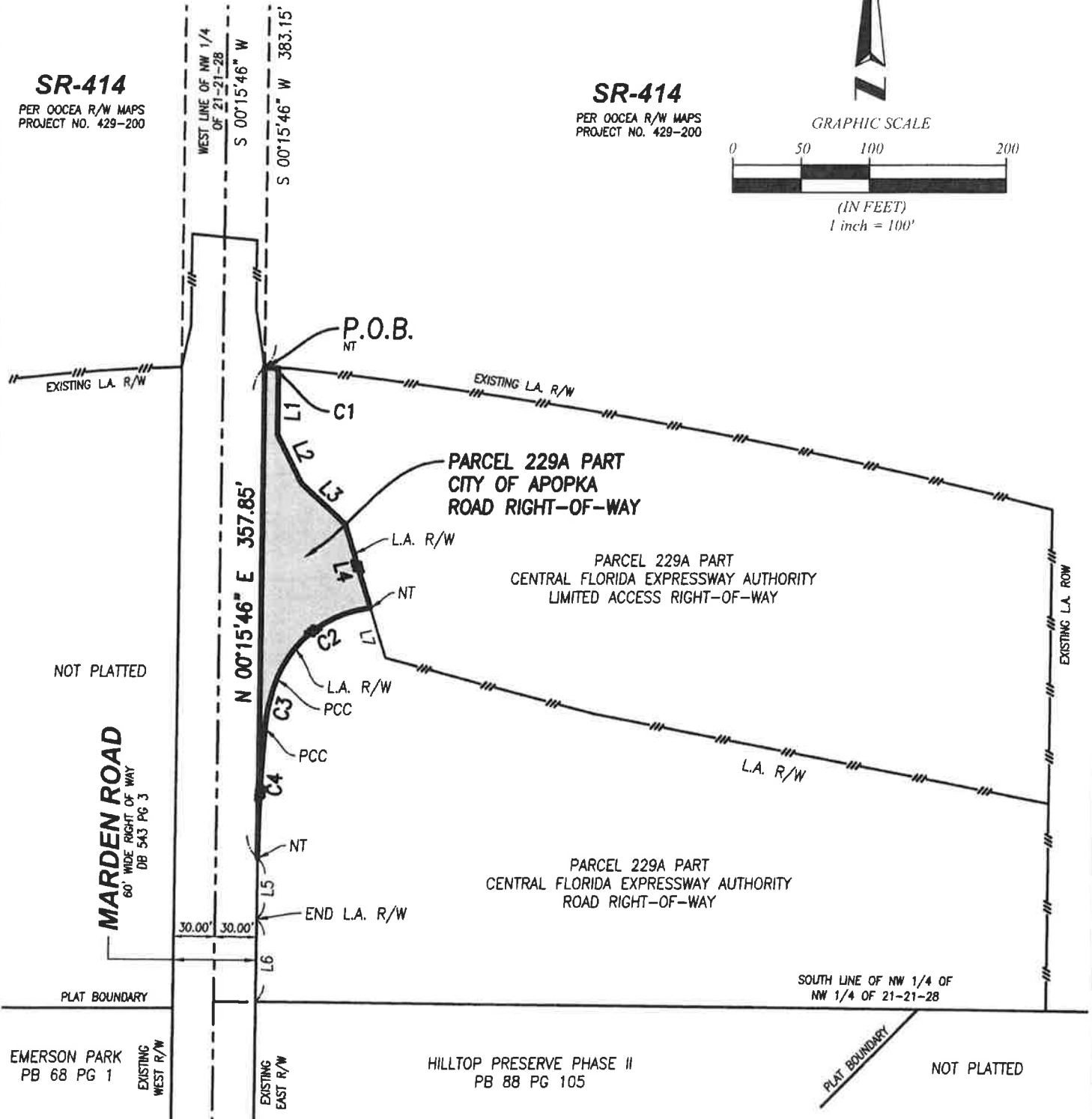
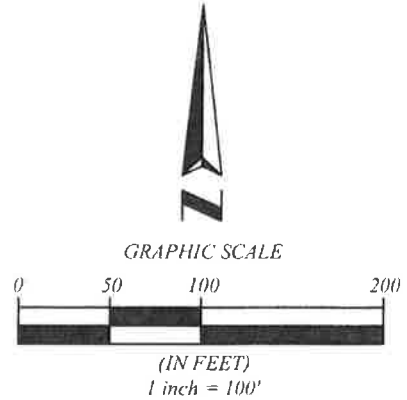
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Scale: 1" = 100'	Checked by: CAH
Sheet 3 of 5	Job Number: EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 414 - PROJECT NO. 414-314  
 CITY OF APOPKA ROAD RIGHT OF WAY  
 ESTATE: FEE SIMPLE  
 (A PORTION OF PROJECT NO. 429-200 PARCEL 229A)

SEE SHEET 3

**SR-414**  
 PER OOCEA R/W MAPS  
 PROJECT NO. 429-200

**SR-414**  
 PER OOCEA R/W MAPS  
 PROJECT NO. 429-200



No.	Revisions	Date
1	Sketch of Description	07/15/16
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4		
5		



On the Mark Surveying, LLC  
 LB 7931  
 143 Meadow Boulevard  
 Sanford, Florida 32771  
 Phone: (321)626-6376  
 Email: OTMSurveying@gmail.com

**SKETCH OF  
 DESCRIPTION**

Field Date: N/A	Drawn by: CAH
Scale: 1" = 100'	Checked by: CAH
Sheet 4 of 5	Job Number: EMERSON

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 414 - PROJECT NO. 414-314  
 CITY OF APOPKA ROAD RIGHT OF WAY  
 ESTATE: FEE SIMPLE  
 (A PORTION OF PROJECT NO. 429-200 PARCEL 229A)

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1223.14	00°28'07"	10.00	S 88°11'33" E	10.00
C2	81.00	62°54'05"	88.92	S 52°08'54" W	84.53
C3	136.00	15°41'37"	37.25	S 12°51'03" W	37.14
C4	1181.00	04°35'12"	94.54	S 02°42'38" W	94.52

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°15'46" W	48.70
L2	S 26°13'15" E	39.75
L3	S 46°58'08" E	43.41
L4	S 17°04'32" E	63.89
L5	S 00°15'46" W	44.47
L6	S 00°15'46" W	60.27
L7	S 17°04'32" E	38.02

LEGEND:

CB -	CHORD BEARING	NT -	NON TANGENT
CCR# -	CERTIFIED CORNER RECORD NUMBER	OOCEA -	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CFX -	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB -	OFFICIAL RECORDS BOOK
CH -	CHORD LENGTH	PB -	PLAT BOOK
CM -	CONCRETE MONUMENT	PC -	POINT OF CURVATURE
D -	CENTRAL ANGLE	PCC -	POINT OF COMPOUND CURVATURE
DB -	DEED BOOK	PG -	PAGE
FND -	FOUND	P.O.B. -	POINT OF BEGINNING
ID -	IDENTIFICATION	P.O.C. -	POINT OF COMMENCEMENT
IP -	IRON PIPE	PRC -	POINT OF REVERSE CURVATURE
L -	ARC LENGTH	PT -	POINT OF TANGENCY
L.A. -	LIMITED ACCESS	R -	RADIUS
LB -	PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NUMBER	R/W -	RIGHT-OF-WAY
LS -	PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER	SR -	STATE ROAD
N/A -	NOT APPLICABLE	XX-XX-XX -	SECTION XX - TOWNSHIP XX SOUTH - RANGE XX EAST
NAD -	NORTH AMERICAN DATUM		
NO. -	NUMBER		

No.	Revisions	Date	 <b>On the Mark Surveying, LLC</b> LB 7931 143 Meadow Boulevard Sanford, Florida 32771 Phone: (321)626-6376 Email: OTMSurveying@gmail.com	<b>SKETCH OF DESCRIPTION</b>		Field Date:	Drawn by:
1	Sketch of Description	07/15/16				N/A	CAH
2	Atkins Comments	08/05/16				Scale:	Checked by:
3	Geodata Comments	08/15/16				N/A	CAH
4						Sheet 5 of 5	Job Number:
5							EMERSON

**This instrument prepared by**

AND SHOULD BE RETURNED TO:

Ted. B. Edwards, Esq.  
Law Office of Ted B. Edwards, P.A.  
1350 Orange Avenue  
Suite 260  
Winter Park, FL 32789

**Purchase Price: Donation**

**Documentary Stamps Due: \$0.70**

**QUIT CLAIM DEED**

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an expressway authority established under the laws of the State of Florida, whose address is 4947 Orlando Tower Road, Orlando, Florida 32807 ("**Grantor**"), in favor of **THE CITY OF APOPKA, FLORIDA**, a Florida municipal corporation ("**Grantee**"), whose address is 120 East Main Street, Apopka, Florida 32703 ("**Grantee**").

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of partnerships and corporations, wherever the context so permits or requires.

**WITNESSETH:**

**GRANTOR**, for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situate and lying in Orange GRANTEE, Florida, to-wit:

See **Exhibit "A"** attached hereto and made a part hereof by this reference (the "**Property**").

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**SUBJECT TO** the covenants, conditions, restrictions, and reservations which are set forth below:

a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any of Grantor's remaining property which may otherwise accrue to any adjoining property.

b) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property for public right-of-way purposes, then GRANTOR has a right of first refusal to acquire all right, title, and interest to the aforesaid property at no cost. GRANTEE grants, transfers, and delivers to GRANTOR a right

of first refusal to acquire all right, title, and interest to the aforesaid property at no cost to GRANTOR. GRANTEE shall give GRANTOR at least 180 days written notice of the occurrence of events that give rise to GRANTOR's right of first refusal and provide GRANTOR with an opportunity to respond

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in the name by its lawful representative hereunto duly authorized, on the date first written above.

Signed, sealed and delivered in the presence of:

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

By \_\_\_\_\_  
\_\_\_\_\_, Chairman

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

Date: \_\_\_\_\_

Approved as to Form and Legality

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

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

STATE OF FLORIDA  
GRANTEE OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ for **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an expressway authority established under the laws of the State of Florida, on behalf of the authority. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed name of Notary Public

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 414 - PROJECT NO. 414-314  
CITY OF APOPKA ROAD RIGHT-OF-WAY  
ESTATE, FEE SIMPLE  
(A PORTION OF PROJECT NO. 429-200 PARCEL 229)

LEGAL DESCRIPTION

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH X-CUT MARKING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°57'32" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 30.00 FEET, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MARDEN ROAD, AS DESCRIBED IN DEED BOOK 543, PAGE 3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°15'46" WEST, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD, FOR A DISTANCE OF 469.29 FEET, TO A POINT AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING NORTH LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 414, AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 429-200; THENCE CONTINUE SOUTH 00°15'46" WEST, ALONG A LINE PARALLEL TO AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 383.15 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD WITH THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 414 AND ALONG SAID CURVE, HAVING A RADIUS OF 1,223.14 FEET, A CENTRAL ANGLE OF 00°28'07", AN ARC LENGTH OF 10.00 FEET, A CHORD LENGTH OF 10.00 FEET AND A CHORD BEARING OF SOUTH 88°11'33" EAST; THENCE RUN SOUTH 00°15'46" WEST, FOR A DISTANCE OF 48.70 FEET; THENCE RUN SOUTH 26°13'15" EAST, FOR A DISTANCE OF 39.75 FEET; THENCE RUN SOUTH 46°58'08" EAST, FOR A DISTANCE OF 43.41 FEET; THENCE RUN SOUTH 17°04'32" EAST, FOR A DISTANCE OF 63.89 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 02°54'05", AN ARC LENGTH OF 88.92 FEET, A CHORD LENGTH OF 84.53 FEET AND A CHORD BEARING OF SOUTH 52°08'54" WEST, TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 15°41'37", AN ARC LENGTH OF 37.25 FEET, A CHORD LENGTH OF 37.14 FEET AND A CHORD BEARING OF SOUTH 12°51'03" WEST, TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,181.00 FEET, A CENTRAL ANGLE OF 04°35'12", AN ARC LENGTH OF 94.54 FEET, A CHORD LENGTH OF 94.52 FEET AND A CHORD BEARING OF SOUTH 02°42'38" WEST, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD; THENCE RUN NORTH 00°15'46" EAST, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID MARDEN ROAD, FOR A DISTANCE OF 357.85 FEET, TO THE POINT OF BEGINNING.

RESERVING UNTO GRANTOR ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY OF THE ABOVE DESCRIBED RIGHT-OF-WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT-OF-WAY.

CONTAINING 8,740 SQUARE FEET, MORE OR LESS.

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFIRMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 61-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

Not valid without signature and original record  
of Florida Licensed Surveyor and Mapper

08/16/16 *Corey A. Hopkins*  
Date Corey A. Hopkins LB 793743

SURVEYORS' NOTES:

1. THIS SKETCH IS NOT A SURVEY.

2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, THAT BEARING BEING S 00°15'46" W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83/90.

3. NOT VALID WITHOUT ALL SHEETS

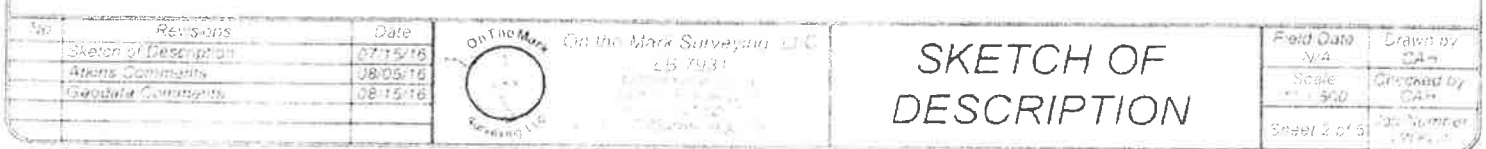
No.	Revisions	Date
	Sketch of Description	07/15/16
	Atkins Comments	08-05/16
	Geodata Comments	08/15/16



On the Mark Surveying, LLC  
LB 793743

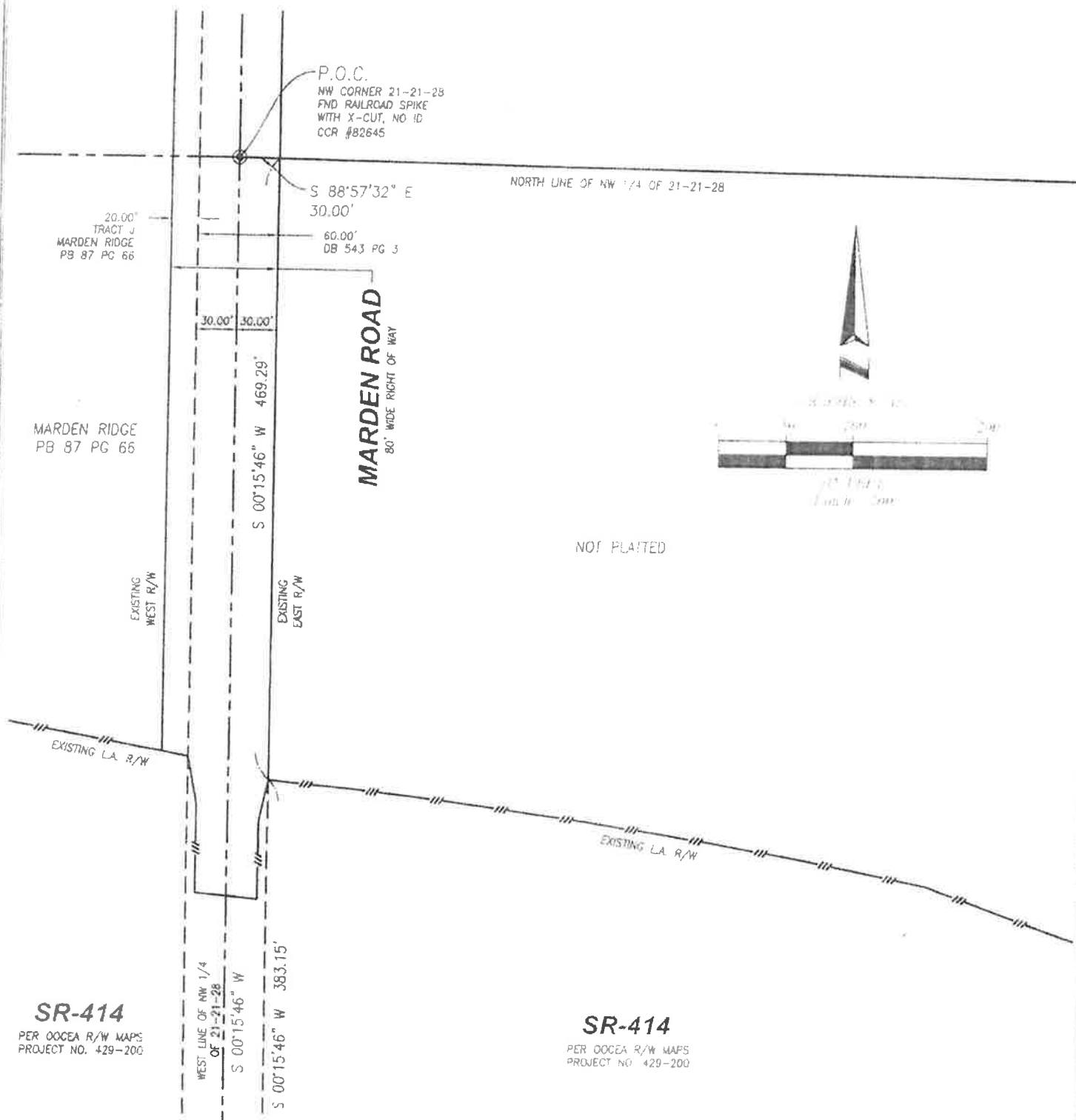
SKETCH OF  
DESCRIPTION

Field Date	Drawn by
N/A	CAH
Scale	Checked by
N/A	CAH
Sheet 1 of 5	Job Number



### SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 414 - PROJECT NO. 414-314  
 CITY OF APOPKA ROAD RIGHT OF WAY  
 ESTATE: FEE SIMPLE  
 (A PORTION OF PROJECT NO. 429-200 PARCEL 229A)



SEE SHEET 4

No.	Revisions	Date
1	Sketch Description	07/15/16
2	Atkins Comments	08/05/16
3	Reeddata Comments	08/15/16



On the Mark Surveying LLC  
 LB 7931  
 10000 N. US HWY 1  
 Suite 100  
 Tampa, FL 33634  
 (813) 988-1111  
 www.onthemark.com

SKETCH OF  
 DESCRIPTION

Field Date N/A	Drawn by CAH
Scale 1" = 100'	Checked by CAH
Sheet 3 of 5	Job Number 429-200

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 414 - PROJECT NO. 414-314  
 CITY OF APOPKA ROAD RIGHT OF WAY  
 ESTATE: FEE SIMPLE  
 (A PORTION OF PROJECT NO. 429-200 PARCEL 229A)

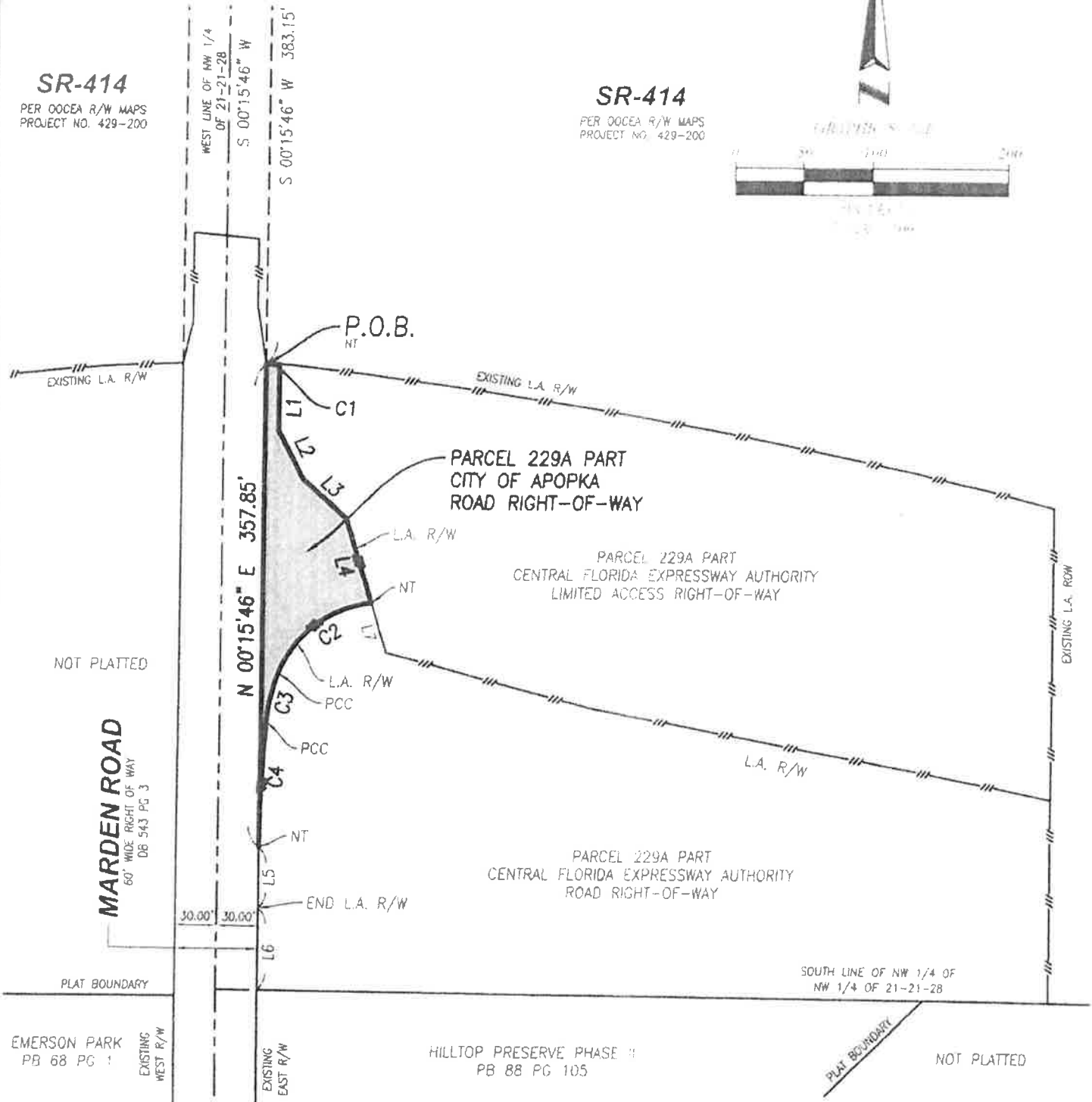
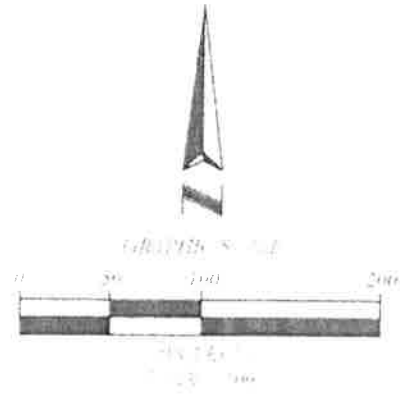
SEE SHEET 3

**SR-414**

PER OOCEA R/W MAPS  
 PROJECT NO. 429-200

**SR-414**

PER OOCEA R/W MAPS  
 PROJECT NO. 429-200



No.	Revisions	Date
1	Sketch of Description	07/15/16
2	Atkins Comments	08/05/16
3	Gooddata Comments	08/15/16

On the Mark  
 On the Mark Surveying  
 LB 7931

**SKETCH OF  
 DESCRIPTION**

Field Date	Drawn by
Scale	Checked by
Surveyed by	Noted by

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 STATE ROAD 414 - PROJECT NO. 414-314  
 CITY OF APOPKA ROAD RIGHT OF WAY  
 ESTATE: FEE SIMPLE  
 (A PORTION OF PROJECT NO. 429-200 PARCEL 223)

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1223.14	00°28'07"	10.00	S 88°11'33" E	10.00
C2	81.00	62°54'05"	88.92	S 52°08'54" W	84.53
C3	136.00	15°41'37"	37.25	S 12°51'03" W	37.14
C4	1181.00	04°35'12"	94.54	S 02°42'38" W	94.52

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°15'46" W	48.70
L2	S 26°13'15" E	39.75
L3	S 46°58'08" E	43.41
L4	S 17°04'32" E	63.89
L5	S 00°15'46" W	44.47
L6	S 00°15'46" W	60.27
L7	S 17°04'32" E	38.02

#### LEGEND

CB - CHORD BEARING  
 CCR# - CERTIFIED CORNER RECORD NUMBER  
 CFX - CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 CL - CHORD LENGTH  
 CM - CONCRETE MONUMENT  
 D - CENTRAL ANGLE  
 DB - DEED BOOK  
 FND - FOUND  
 ID - IDENTIFICATION  
 IP - IRON PIPE  
 L - ARC LENGTH  
 L.A. - LIMITED ACCESS  
 LB - PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NUMBER  
 LS - PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER  
 N/A - NOT APPLICABLE  
 NAD - NORTH AMERICAN DATUM  
 NO. - NUMBER

NT - NON TANGENT  
 ORCEA - ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
 ORB - OFFICIAL RECORDS BOOK  
 PB - PLAT BOOK  
 PC - POINT OF CURVATURE  
 PCC - POINT OF COMPOUND CURVATURE  
 PG - PAGE  
 PGB - POINT OF BEGINNING  
 POC - POINT OF COMMENCEMENT  
 PRO - POINT OF REVERSE CURVATURE  
 PT - POINT OF TANGENCY  
 R - RADIUS  
 R/W - RIGHT-OF-WAY  
 SR - STATE ROAD  
 XX-XX-XX - SECTION XX - TOWNSHIP XX SOUTH - RANGE XX EAST

No.	Revisions	Date
	Sketch of Description	07/15/16
	Atkins Comments	08/05/16
	Geodata Comments	08/15/16

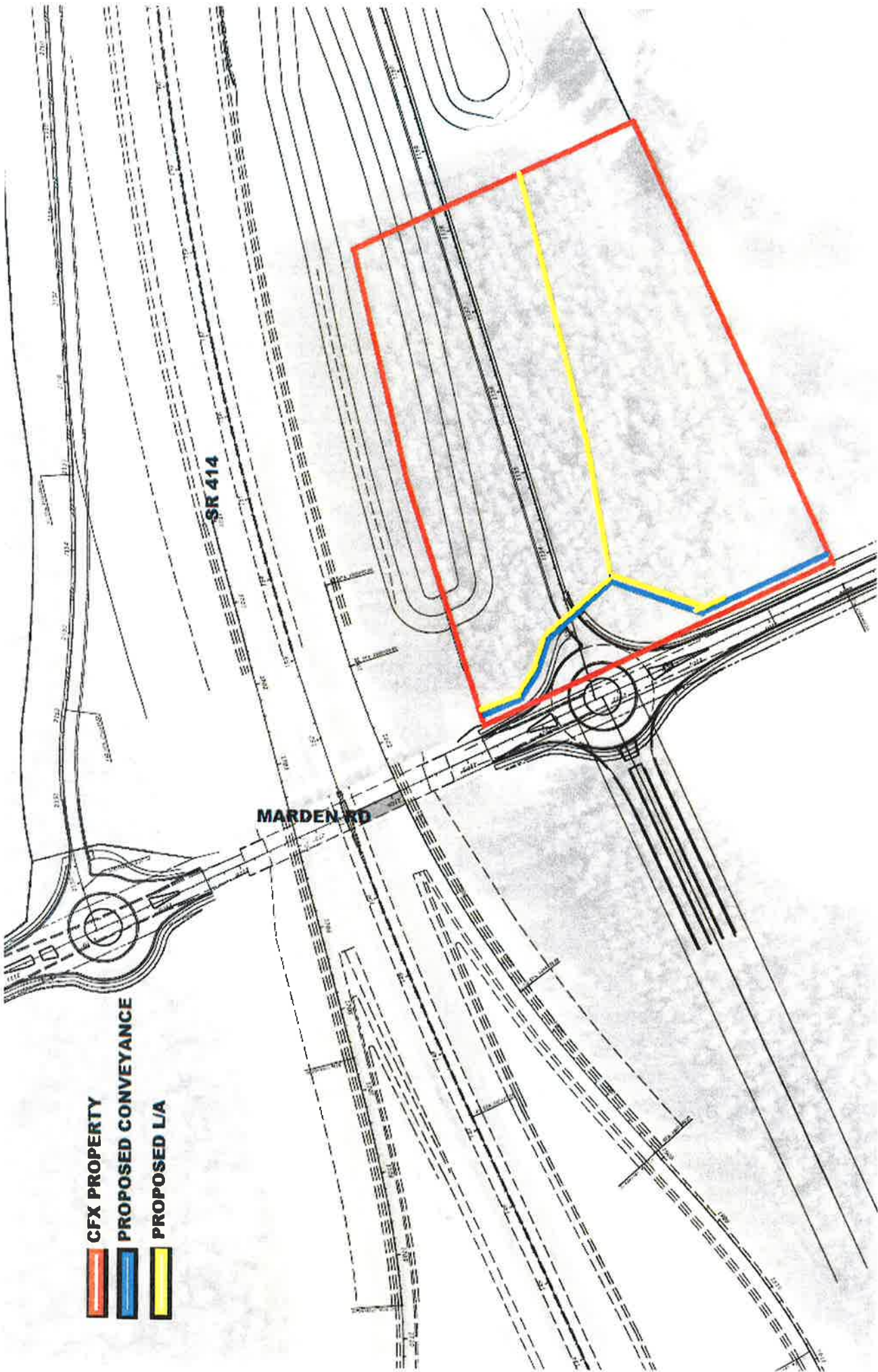


On the Mark Surveying, LLC  
 LB 7931

SKETCH OF  
 DESCRIPTION

Field Date	Drawn by
N/A	CAH
Scale	Checked by
N/A	CAH
Sheet 5 of 5	Job Number
	11111





- CFX PROPERTY
- PROPOSED CONVEYANCE
- PROPOSED L/A

## **CONSENT AGENDA ITEM**

**#9**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel *Linda S. Brehmer Lanosa*  
Deb Keeter, Project Manager, Atkins *Deb Keeter*

DATE: August 22, 2016

SUBJECT: *Central Florida Expressway Authority v. CSX Transportation, Inc., Successor in Interest to the Atlantic Coast Line Railroad Company, et al.,*  
Case No. 2015-CA-001707, Project: 429-206, Parcel 827/727  
Owner: CSX Transportation, Inc.  
Tenant: Florida Central Railroad Company, Inc.  
Location: South Side of State Road 46, East of Round Lake Road, Sorrento, Lake County, Florida. Size of Parent Tract: 11.636 gross acres

### PROPERTY DESCRIPTION

The subject property is located in Lake County and is a 100-foot-wide linear parcel that is a portion of the former Atlantic Coast Line Railroad railroad line. Prior to 1987, the 11.01-mile-long parcel was part of a railroad corridor that extended from the town of Sorrento to Sanford, Florida, connecting to CSX Transportation's hub in Sanford. In 1987, the rail corridor north of State Road 46 in Sorrento was abandoned. As a result, the rail corridor was severed.

Currently, the 11.01-mile corridor runs from State Road 46 to Tavares. It is leased to the Florida Central Railroad Company with an initial term of 10 years and successive five-year options to extend. The property is used for rail car storage and is improved for use as a Class 1 track allowing for speeds up to 10 to 15 miles per hour.

The Expressway Authority is acquiring two parcels from CSX Transportation. Parcel 827 is a non-exclusive permanent easement to construct and maintain support columns for the overhead roadway, excluding the right to cross the railroad tracks at grade. Parcel 827 is 0.649 acres and extends across the 100-foot width of the parent tract.

Parcel 727 is a temporary construction easement ("TCE") encumbering 4,945 square feet. The TCE is rectangular in shape and is located near the center of Parcel 827. The TCE will be used for a temporary retaining wall for a period of 42 months from the date of taking.

### SUMMARY OF CFX'S APPRAISAL REPORT

Michael A. McElveen, MAI, CCIM, appraised the property. He concluded that the highest and best use of the property is for assemblage with adjoining property owners. Based upon the comparable sales approach, Mr. McElveen estimated the value of Parcel 827 and 727, as of October 9, 2015 as follows:

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

WWW.CFXWAY.COM





Project: 429-206, Parcels 827/727  
Owner: CSX Transportation, Inc.

Description	Amount
Value of Parcel 827 (0.649 acres @ \$53,700/acre @ 75% for easement)	\$26,200
Value of Parcel 727 (TCE) (0.114 acres @ \$53,700/acre @ 10% return/year for 42 months at a 1.80% discount rate)	\$ 2,100
<b>Total</b>	<b>\$28,300</b>

### SUMMARY OF NEGOTIATIONS

The Expressway Authority and CSX Transportation's tenant, the Florida Central Railroad Company, previously entered into an agreement to pay flagging fees and costs arising out of the acquisition of Parcels 827 and 727.

After the claim by the tenant was resolved, Ms. Keeter was able to negotiate a resolution with the owner of the property, CSX Transportation, for the additional sum of **\$1,180**, which sum includes the payment of attorney's fees, expert fees, and costs, for a total of \$29,480 as full compensation for the taking of Parcels 827 and 727.

### REQUESTED ACTION

Board approval is requested to execute the attached Joint Motion for Stipulated Final Judgment in the amount of **\$29,480**, resolving all claims for compensation for the taking of Parcels 827 and 727, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

The Right of Way Committee recommended approval on August 24, 2016.

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



Project: 429-206, Parcels 827/727  
Owner: CSX Transportation, Inc.

### CSX Tavares to Sorrento Railroad



Project: 429-206, Parcels 827/727  
Owner: CSX Transportation, Inc.

### Larger Parcel



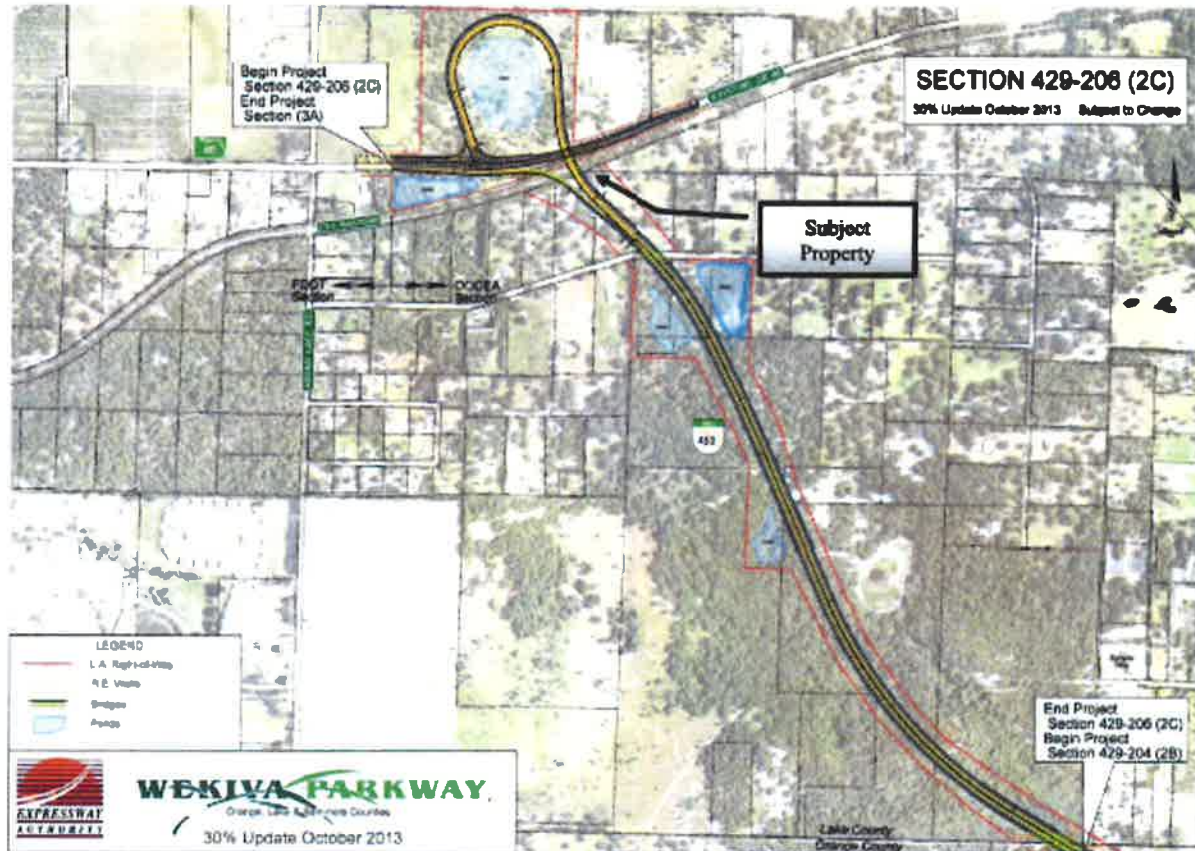
Project: 429-206, Parcels 827/727  
Owner: CSX Transportation, Inc.



**VIEW WEST ALONG PARCEL CENTERLINE, NOTE TOPOGRAPHY ON LEFT**



Project: 429-206, Parcels 827/727  
Owner: CSX Transportation, Inc.



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

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

Petitioner,

CASE NO.: 2015-CA-001707

v.

Parcels 827/727

CSX TRANSPORTATION, INC., Successor in  
Interest to the Atlantic Coast Line Railroad  
Company; FLORIDA CENTRAL RAILROAD  
COMPANY, INC.; UNKNOWN TENANTS  
AND OTHER PARTIES IN POSSESSION;  
UNKNOWN PARTIES WITH AN INTEREST  
IN THE PROPERTY; and BOB McKEE, LAKE  
COUNTY TAX COLLECTOR,

Respondents.

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**JOINT MOTION FOR**  
**STIPULATED FINAL JUDGMENT AS TO PARCELS 827/727**

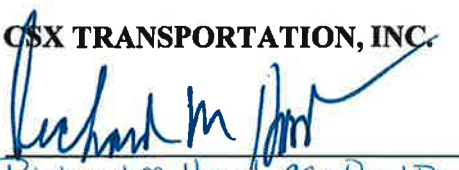
Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and Respondent, CSX  
TRANSPORTATION, INC., Successor in Interest to the Atlantic Coast Line Railroad Company,  
respectfully move for entry of the attached Stipulated Final Judgment as to Parcels 827 and 727.

The undersigned are authorized to enter into this Motion.

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**LINDA S. BREHMER LANOSA, ESQ.**  
Linda.Lanosa@cfxway.com  
Florida Bar No. 901296  
Central Florida Expressway Authority

**CSX TRANSPORTATION, INC.**

  
Richard M. Hood, CSX Real Property, Inc. Signing on  
behalf of CSX  
Address: 500 Water Street  
City, State: Jacksonville, Florida  
Telephone No. 904-279-3817  
Transportation, Inc.

4974 ORL Tower Road  
Orlando, Florida 32807  
(407) 690-5000 (main)  
(407) 690-5382 (direct)

Secondary E-Mail:

Mimi.Lamaute@cfxway. com;  
*Counsel for Petitioner,*  
*Central Florida Expressway Authority*  
Dated: \_\_\_\_\_, 2016

Email: \_\_\_\_\_  
Dated: \_\_\_\_\_, 2016  
Respondent, CSX TRANSPORTATION, INC.

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, pursuant to Florida Rule of Judicial Administration 2.516, the foregoing was filed with the Clerk of the Court this \_\_\_\_ day of \_\_\_\_\_, 2016, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorneys and interested parties identified on the e-Portal Electronic Service List, via transmission of Notices of Electronic Filing generated by the e-Portal System, to:

Robert Q. Williams, Esq.  
Williams, Smith & Summers, P.A.  
rqw@wssattorneys.com  
cic@wssattorneys.com  
Attorneys for Respondent,  
Bob McKee, Lake County Tax Collector

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2016, the foregoing was served via U.S. Mail to:

CSX Transportation, Inc., Successor in interest  
to the Atlantic Coast Line Railroad Company  
c/o Corporate Creations Network, Inc., Registered Agent  
11380 Prosperity Farms Road, #221E  
Palm Beach Gardens, FL 33410

CSX Transportation, Inc.  
Attn: Real Property  
500 Water Street  
Jacksonville, Florida 32202

Florida Central Railroad Company, Inc.  
c/o The Prentice-Hall Corporation System, Inc., Registered Agent  
1201 Hays Street, Suite 105  
Tallahassee, FL 32301

/s/ \_\_\_\_\_



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

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

Petitioner,

CASE NO.: 2015-CA-001707

v.

Parcels 827/727

CSX TRANSPORTATION, INC., Successor in  
Interest to the Atlantic Coast Line Railroad  
Company; FLORIDA CENTRAL RAILROAD  
COMPANY, INC.; UNKNOWN TENANTS  
AND OTHER PARTIES IN POSSESSION;  
UNKNOWN PARTIES WITH AN INTEREST  
IN THE PROPERTY; and BOB McKEE, LAKE  
COUNTY TAX COLLECTOR,

Respondents.

---

**STIPULATED FINAL JUDGMENT AS TO PARCELS 827/727**

THIS CAUSE having come on for consideration upon the Joint Motion for entry of a Stipulated Final Judgment by the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Petitioner"), and the Respondent, CSX Transportation, Inc., (referred to as "Respondent"), as the fee owner of Parcels 827 and 727, and it appearing to the Court that the parties were authorized to enter into such motion, the Court finding that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned and the Court being otherwise fully advised in the premises, finds:

- A. The taking is necessary for a public purpose.
- B. This Court found that the good faith estimate of value was Twenty-Eight Thousand

Three Hundred and 00/100 Dollars (\$28,300.00) for Parcels 827 and 727.

C. Petitioner previously deposited the sum of Twenty-Eight Thousand Three Hundred 00/100 Dollars (\$28,300.00) in the Registry of the Court and Petitioner shall receive a credit in that amount regarding the sum due.

D. The compensation to be paid by Petitioner is full, just and reasonable for all parties concerned.

E. Respondent agrees to resolve full compensation for the taking of Parcels 827 and 727.

F. That the parties have waived the right to trial by jury and consent to the immediate entry of this Stipulated Final Judgment. Accordingly, it is

ORDERED AND ADJUDGED as follows:

1. That full and complete compensation for the taking of Parcels 827 and 727, including damages resulting to the remainder and for any other damages of any kind and nature, including business damages, tort damages (if any), interest, attorneys' fees, experts' fees, costs, and any other claim, is the sum of Twenty-Nine Thousand, Four Hundred Eighty and 00/100 Dollars (\$29,480.00).

2. That title to the property designated as Parcels 827 and 727 and more particularly described below:

**See Schedule "A" attached hereto**

vested in the Petitioner, Central Florida Expressway Authority, pursuant to the Order of Taking and deposit of money made on or about November 13, 2015. The vesting of title is hereby approved, confirmed and ratified.

3. That there shall be no further claim by Respondent, and all parties claiming by, through, under or against said Respondent, in this action for any further monies from the Petitioner.

4. That within twenty (20) days after receipt by the Petitioner of this Stipulated Final Judgment, Petitioner shall deposit the total amount of ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS AND NO/100ths Dollars (\$1,180.00) into the Registry of the Court, which sum represents the difference between full compensation and the amount previously deposited.

5. In addition, Petitioner shall pay the eminent domain registry deposit fee of ONE HUNDRED SEVENTY DOLLARS (\$170.00) to the Lake County Clerk of the Circuit Court by issuing a check made payable to "Neil Kelly, Lake County Clerk of the Circuit Court."

6. Respondent shall be fully responsible for any and all apportionment claims as may be asserted by other parties with respect to the compensation proceeds as described in Paragraph 3 of this Stipulated Final Judgment.

7. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, Florida Statutes.

**DONE AND ORDERED** in Chambers at Orlando, Orange County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

**G. RICHARD SINGELTARY**  
Circuit Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorneys/ interested parties identified on the e-Portal Electronic Service List, via transmission of Notices of Electronic Filing generated by the e-Portal System.

\_\_\_\_\_  
Judicial Assistant/Attorney/Paralegal

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

PARCEL 827

PURPOSE: PERMANENT EASEMENT  
(ESTATE: PERMANENT EASEMENT)

A parcel of land lying in the Southwest 1/4 of Section 26 and the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 391.72 feet to the POINT OF BEGINNING; thence continue South 67°42'49" West along said Southerly right of way line, a distance of 336.23 feet to a point on a non-tangent curve, concave to the Southwest, having a radius of 519.13 feet and a Central Angle of 18°37'43"; thence departing said Southerly right of way line, run Northwesterly along the Arc of said curve, a distance of 168.78 feet (Chord Bearing = North 75°30'13" West, Chord Distance = 168.04 feet) to the end of said curve and a point on the Northerly right of way line of said Rail Road and a point on a non-tangent curve to the left, concave Northwesterly, having a Radius of 5679.65 feet and a Central Angle of 00°50'50"; thence run along the said Northerly right of way line and the Arc of said curve, a distance of 83.98 feet (Chord Bearing = North 68°08'14" East, Chord Distance = 83.98 feet) to the point of tangency; thence continue along said Northerly right of way line North 67°42'49" East, a distance of 303.10 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 927.39 feet and a Central Angle of 04°59'02"; thence, departing said Northerly right of way line, run Southeasterly along the Arc of said curve, a distance of 80.67 feet (Chord Bearing = South 29°31'27" East, Chord Distance = 80.64 feet) to the end of said curve; thence run North 67°42'49" East, a distance of 73.59 feet; thence run South 22°17'11" East, a distance of 20.00 feet to the POINT OF BEGINNING.

Less and except the following described parcel:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 588.96 feet; thence, departing said Southerly right of way line, run North 22°17'11" West, a distance of 20.00 feet to the POINT OF BEGINNING; thence run South 67°42'49" West, a distance of 58.80 feet to a point on a non-tangent curve to the left, concave to the Southwest, having a radius of 592.22 feet and a Central Angle of 08°04'10"; thence run Northwesterly along the Arc of said curve, a distance of 83.41 feet (Chord Bearing = North 66°14'06" West, Chord Distance = 83.34 feet) to the end

SHEET 1 OF 5

SCHEDULE "A"

of said curve; thence North 67°42'49" East, a distance of 109.34 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 1049.47 feet and a Central Angle of 03°18'01"; thence run Southeasterly along the Arc of said curve, a distance of 60.45 feet (Chord Bearing = South 29°13'30" East, Chord Distance = 60.44 feet) to the POINT OF BEGINNING.

Containing 0.649 acres, more or less.

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

PARCEL 727

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT  
(ESTATE: TEMPORARY EASEMENT)

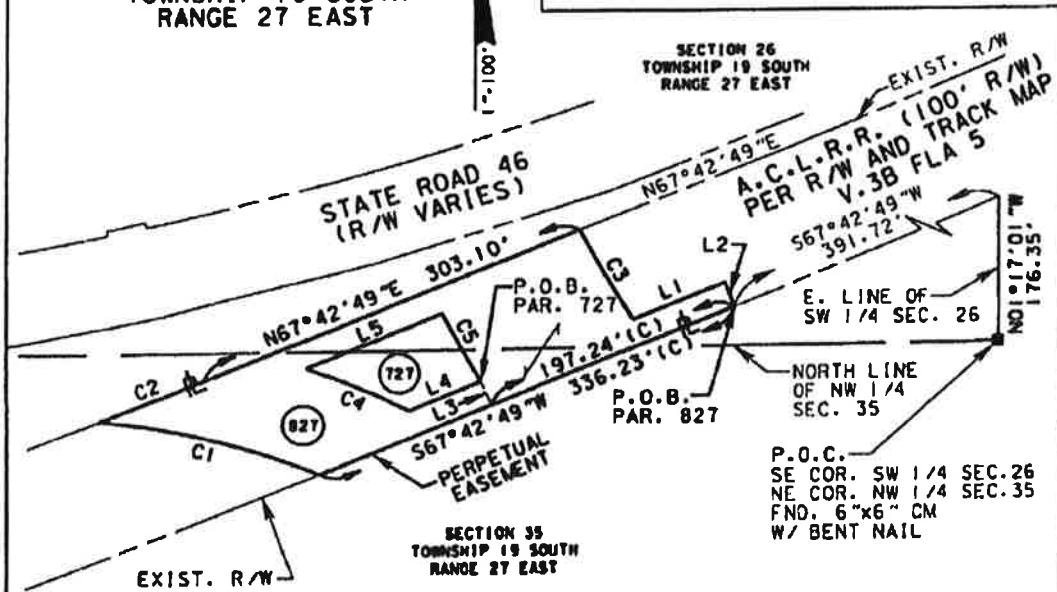
A parcel of land lying in the Southwest 1/4 of Section 26 and the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 588.96 feet; thence, departing said Southerly right of way line, run North 22°17'11" West, a distance of 20.00 feet to the POINT OF BEGINNING; thence run South 67°42'49" West, a distance of 58.80 feet to a point on a non-tangent curve to the left, concave to the Southwest, having a radius of 592.22 feet and a Central Angle of 08°04'10"; thence run Northwesterly along the Arc of said curve, a distance of 83.41 feet (Chord Bearing = North 66°14'06" West, Chord Distance = 83.34 feet) to the end of said curve; thence North 67°42'49" East, a distance of 109.34 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 1049.47 feet and a Central Angle of 03°18'01"; thence run Southeasterly along the Arc of said curve, a distance of 60.45 feet (Chord Bearing = South 29°13'30" East, Chord Distance = 60.44 feet) to the POINT OF BEGINNING.

Containing 4945 square feet, more or less.

PARCEL: 827/727

SECTION 26 & 35  
TOWNSHIP 19 SOUTH  
RANGE 27 EAST



C1  
Δ - 18°37'43" (LT)  
L - 168.78'  
R - 519.13'  
C.B. - N75°30'13" W  
C.D. - 168.04'

C2  
Δ - 00°50'50" (LT)  
L - 83.98'  
R - 5679.65'  
C.B. - N68°08'14" E  
C.D. - 83.98'

C3  
Δ - 04°59'02" (LT)  
L - 80.67'  
R - 927.39'  
C.B. - S29°31'27" E  
C.D. - 80.64'

C4  
Δ - 08°04'10" (LT)  
L - 83.41'  
R - 592.22'  
C.B. - N66°14'06" W  
C.D. - 83.34'

C5  
Δ - 03°18'01" (LT)  
L - 60.45'  
R - 1049.47'  
C.B. - S29°13'30" E  
C.D. - 60.44'

L1 - N67°42'49" E  
73.59' (C)  
L2 - S22°17'11" E  
20.00' (C)  
L3 - N22°17'11" W  
20.00' (C)

L4 - S67°42'49" W  
58.80' (C)  
L5 - N67°42'49" E  
109.34' (C)

SEE SHEETS 1-3 OF B FOR LEGAL DESCRIPTION  
SEE SHEET 5 OF 5 FOR NOTES AND LEGEND  
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			SECTION 429-208 (2C)		
			DRMP PROJECT NO. 12-0150.000			SHEET 4 OF 5			DATE: 05/28/14		
			PAR. NUMBER			CRW 11/14			SCALE: 1" = 100'		
			EASE. CHANGES			CRW 11/14			CHECKED BY: ALD		
			PER COMMENTS			CRW 9/14			DRAWN BY: BJP		
REVISION			BY			DATE					

SKETCH PREPARED BY  
**DRMP**  
801 LAKE BALDWIN LANE  
ORLANDO, FLORIDA 32814  
(407) 896-0504  
L.S. No. 2648



PARCEL: 827/727

**NOTES:**



1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4887241, DATED JULY 20, 2014.

**LEGEND:**

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD  
(C) = CALCULATED DATA  
C.B. = CHORD BEARING  
C.D. = CHORD DISTANCE  
COR. = CORNER  
CM = CONCRETE MONUMENT  
(D) = DEED DATA  
EASE. = EASEMENT  
EXIST. = EXISTING  
FND. = FOUND  
I.D. = IDENTIFICATION  
IP = IRON PIPE  
L = ARC LENGTH  
L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK  
P = PROPERTY LINE  
PAR. = PARCEL  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
No. = NUMBER  
PG = PAGE  
R = RADIUS  
REQ. = REQUIRED  
R/W = RIGHT-OF-WAY  
SEC. = SECTION  
A = CENTRAL ANGLE

SEE SHEET 4 OF 5 FOR  
SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-906 (2C)		
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 5 OF 5	DATE: 05/28/14	 <b>DRMP</b> 841 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.S. No. 2648	
	PAR. NUMBER	CWV	11/14		SCALE: 1" = 100'
	EASE. CHANGES	CWV	11/14		CHECKED: ALQ
	PER COMMENTS	CWV	9/14		
	REVISION	BY	DATE		DRAWN: GJP


## **CONSENT AGENDA ITEM**

**#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 19, 2016

RE: Approval of Contract Renewal with Groundtek of Central Florida, LLC for  
Landscape Maintenance Services  
Contract No. 000965

---

Board approval is requested for the first renewal of the referenced contract with Groundtek of Central Florida, LLC in the amount of \$1,928,234.82 for a one year period beginning November 15, 2016 and ending November 14, 2017. The original contract was three years with two one-year renewals.

Original Contract Amount	\$5,392,980.27
First Renewal	<u>\$1,928,234.82</u>
Total	\$7,321,215.09

The services to be provided by Groundtek of Central Florida, LLC under this renewal include landscape maintenance services of S.R. 408, S.R. 417 and CFX Headquarters' Building with the addition of Project S.R. 408-819 (landscaping from S.R. 408 to S.R. 436 – Chickasaw Trail) which was turned over to maintenance after the construction was completed. The additional maintenance cost is included in the price for this renewal.

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

Reviewed by:



Claude Miller

Director of Maintenance



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000965**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th<sup>th</sup> day of September, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Groundtex of Central Florida, LLC, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of November 15, 2013, whereby CFX retained the Contractor to perform landscape maintenance services on S.R. 408, S.R. 417 and CFX Headquarters' Building; and

WHEREAS, pursuant to Article 16.2 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 15th day of November, 2016 and ending the 14th day of November, 2017 at the cost of \$1,928,234.82, with the addition of Project No. 408-819 (S.R. 408 landscaping from S.R. 408 to S.R. 436 – Chickasaw Trail), which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending November 14, 2016, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending November 14, 2016.

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

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

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

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

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

Legal Approval as to Form

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

# **CONTRACT**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
AND  
GROUNDTEK OF CENTRAL FLORIDA, LLC**

**LANDSCAPE MAINTENANCE SERVICES  
S.R. 408 AND S.R. 417**

**CONTRACT NO. 000965**

**CONTRACT DATE: OCTOBER 3, 2013  
CONTRACT AMOUNT: \$5,392,980.27**



**ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE  
OF SERVICES, METHOD OF COMPENSATION, ADDENDA,  
TECHNICAL PROPOSAL, PRICE PROPOSAL,  
PERFORMANCE AND PAYMENT BOND AND FORMS**

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**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE OF SERVICES,  
METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPOSAL,  
PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND AND FORMS**

**FOR**

**LANDSCAPE MAINTENANCE SERVICES  
S.R. 408 AND S.R. 417**

**CONTRACT NO. 000965**

**OCTOBER 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  
Marco Peña, Board Member**

## CONTRACT

This Contract No. 000965 (the "Contract"), made this 3<sup>rd</sup> day of October, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and GROUNDTEK OF CENTRAL FLORIDA, LLC, 858 Maguire Road, Ocoee, Florida 34761, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned 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 (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes landscape maintenance services on S.R. 408, S.R. 417 and the AUTHORITY's Headquarters Building, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years from the date of the Notice to Proceed from the AUTHORITY. The Contract Amount is \$5,392,980.27. This Contract was awarded by the Authority's Board of Directors at its meeting on October 3, 2013.

The Contract Documents consist of:

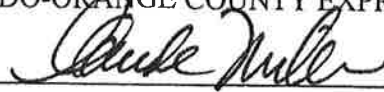
1. The Contract,
2. The Addenda, modifying the Scope of Services, Method of Compensation, Exhibits or other Contract Documents,
3. The Scope of Services and Exhibits,
4. The Method of Compensation,
5. The Technical Proposal, and
6. The Price Proposal.

In consideration of the foregoing premises, the AUTHORITY agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.




IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By:   
Director of Procurement

DATE: 10/29/13

GROUNDTEK OF CENTRAL FLORIDA, LLC

By:   
Signature

GREGORY L. BOOR  
Print Name

VICE President  
Title

ATTEST: Dorothy Wilder (Seal)  
(Secretary or Notary)

DATE: 10/2/13



DOROTHY WILDER  
MY COMMISSION # EE 064557  
EXPIRES: February 14, 2015  
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

General Counsel for the AUTHORITY



MEMORANDUM OF AGREEMENT

PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS  
September 20, 2013

This Pre-Award Meeting Memorandum ("Memorandum") for S.R. 408, S.R. 417 and HQ Building Landscape Maintenance, Authority Contract No. 000965, is made and entered this 20th day of September 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963, and the apparent successful responsive and responsible bidder, Groundtek of Central Florida, Inc. ("Contractor"), a Florida corporation with offices at 858 Maguire Road, Ocoee, Florida 34761, (Individually, Party and collectively, Parties)

WITNESSETH THAT:

WHEREAS, the Authority will enter into an agreement with Contractor to construct Contract No. 000965 ("Project") pursuant to the execution of this Memorandum;

WHEREAS, the Authority has solicited the services of the Contractor to provide labor, equipment and materials ("Services") to construct Contract No. 000965 and the Contractor has agreed to provide such Services in accordance with its bid of August 20, 2013;

WHEREAS, the Services generally consist of landscape maintenance along S.R. 408, S.R. 417 and HQ Building in Orange County, Florida;

WHEREAS, the Contractor has demonstrated its qualification, capability and willingness to provide the Services;

NOW, THEREFORE, the Parties agree as follows:

1. PRE-AWARD MEETING TO REVIEW BIDDING DOCUMENTS

A meeting was held on September 20, 2013, between 9:07 a.m. and 9:23 a.m. The purpose of the meeting was to address all questions or differences in interpretations of the Bidding Documents and to provide clarifications. The Contractor's key personnel together with the Authority's representatives, attended the meeting.

2. PROCEDURES

At the meeting, the Bidding Documents which were used by the Contractor in preparing its bid were reviewed. Items that could be the cause of potential claims were identified and the

Authority will make such corrections and interpretations as the Authority deems necessary to reflect the intent of the Plans and Specifications.

OOCEA '13SEP25 AM10:03

3. ITEMS DISCUSSED AND AGREED TO

- Discussion as to Groundtek understanding of the project scope and their explanation of the development of application bid prices.
- Differences in the application or maintenance task prices of the Project Manager's Estimate and that of the lowest bidder, Groundtek were discussed. The Contractor acknowledged that, if deducts are required during the course of the contract term, the deductions would be at the Project Manager's estimate price and not Groundtek's bid price.
- The estimated Contract start date of Friday, November 15, 2013 is approved contingent upon OOCEA Board approval and successful execution of the Contract documents.

4. EXECUTION

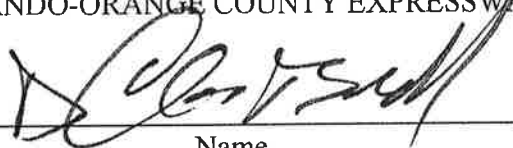
It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Contract by and between the Authority and Contractor.

IN WITNESS WHEREOF, this agreement has been executed by the Authority and the Contractor effective on the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

OOCEA '13SEP25 AM10:03

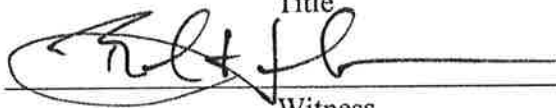
By:



Name

OOCEA LANDSCAPE ARCHITECT

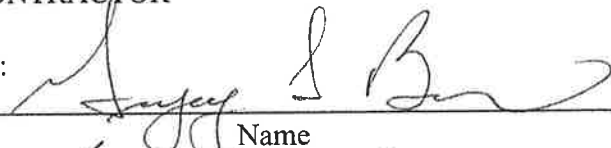
Title



Witness

CONTRACTOR

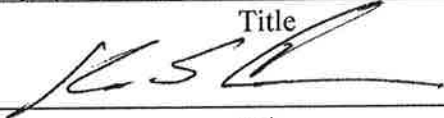
By:



Name

VICE PRESIDENT

Title



Witness

This MOA is considered the written minutes for this duly noticed meeting held on September 20, 2013, commencing at 9:07ap.m. at the OOCEA Administrative Bldg., Orlando, Florida. In accordance with FS 286.013(b)1 and FS 286.0113(2)(c)1 this meeting was exempt from the public and recorded in its entirety .

## Pre Award Meeting Sign-In Sheet

Project Title: LANDSCAPE MAINTENANCE SERVICES

CONTRACT #000965

Page 4 of 5

Date: September 20, 2013

Time: 9:00 AM

COMPANY NAME	REPRESENTATIVE	CONTACT #	EMAIL ADDRESS
Groundtek of Central	Kenn Campbell	407-877-7473	kenn@Groundtek.com
Groundtek of C.F	George Borei	407-509-1167	george@groundtek.com
Groundtek of C.F.	Gregory Borei	407-877-7473	Gregory@groundtek.com
COOPER	CHRIS BLOODWELL	407-625-8658	Bloodwell@cooper

COOPER 13SEP25 AM10:03

ATTACHMENT B  
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
S.R. 408, S.R. 417 AND HQ BUILDING LANDSCAPE MAINTENANCE  
CONTRACT NO. 000965  
PRE-AWARD MEETING TO REVIEW BIDDING DOCUMENTS  
September 20, 2013

INTRODUCTIONS

REVIEW TOPICS

1. Scope of Services
3. Price Proposal
4. Attachments
5. Addenda

00CEA '13SEP25 AM10:03

OTHER BUSINESS

EXECUTION OF MEMORANDUM

CLOSING REMARKS

**SCOPE OF SERVICES**  
**LANDSCAPE MAINTENANCE SERVICES**  
**CONTRACT NO. 000965**  
**S.R. 408, S.R. 417, and the Authority's Administrative and Operations Center**

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Attachment #1 – Annual Maintenance Schedule

Attachment #2 – Turf Management Area Reference Maps

Attachment #3 – "No-Mow" Area Reference Maps

## **1.0 PROJECT SCOPE**

The work consists of providing all labor, materials, equipment and incidentals necessary to perform landscape maintenance (ornamental trees, shrubs, vines, and groundcovers), shrub and tree pruning, fertilizer application, insect/disease control, grassy and broadleaf weed control, tree staking, watering, mulching, shrub and tree removal, plant replacement, and site clean-up including litter and debris removal at all Authority toll facilities and right of way locations (excluding temporarily the areas listed below) along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida Greene Way) and the Authority's Headquarters Building (Administration and Operations Center), and turf maintenance, mowing, edging, and trimming, fertilizer application, insect/disease control, grassy and broadleaf weed control, irrigation system maintenance and site clean-up including litter and debris removal and turf clippings removal from adjacent paving areas and planting beds at all Authority toll facilities and right of way locations identified in Attachment #2 – Turf Management Area Reference Maps. The landscape improvements that are part of the following listed landscape construction project will not be maintained at Contract start up. These areas will be added to the Contract scope upon completion of the planting installation and establishment / warranty maintenance phases:

### Landscape Construction Project

- Project No. 408-819 S.R. 408 / S.R. 436 – Chickasaw Trail

Existing landscape improvements located in the following listed roadway construction areas will be maintained at Contract start up, but shall be removed from the Contract scope during the Contract term.

### Roadway Construction Projects

- SR 417 Roadway Construction Zone – Boggy Creek Road Interchange
- SR 417 Roadway Construction Zone – Widening from Curry Ford Road to SR 408

The work also consists of providing all labor, equipment, materials and incidentals necessary to perform repairs and restoration of the landscaping as directed by the Authority.

The work under the Contract shall commence after issuance of the written Notice to Proceed from the Authority's Manager of Maintenance.

## **2.0 GENERAL CONDITIONS AND REQUIREMENTS**

### **2.1 Authority's Landscape Architect**

References to the Authority's Landscape Architect shall be taken to mean his designated representative(s) as well.

All work shall be subject to review and acceptance by the Authority's Landscape Architect who will evaluate the Contractor's work for compliance with the Contract Documents. The Authority's Landscape Architect has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

## 2.2 Coordination of Contract Documents

The Scope of Services and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda (if any)
3. Scope of Services

## 2.3 Contractor's Personnel, Subcontractors and Subconsultants

The Contractor shall be certified by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor and shall remain certified during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll. Except under extraordinary circumstances, the Contractor shall not replace the individual representing the Contractor as the Landscape Contractor certified by FNGLA without written notice to and approval of the Authority. The Authority's acceptance of any replacement may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Authority of any such personnel shall constitute a waiver of any right of the Authority to reject defective Work.

A significant factor in the decision of the Authority to award the Contract to the Contractor is the level of expertise, knowledge and experience possessed by employees of Contractor, the Contractor's proposed subcontractors and subconsultants (if any) and the Contractor's covenant to use employees, subcontractors and subconsultants possessing such expertise, knowledge and experience available at all times to assist in the providing the required maintenance services. Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise and experience in the maintenance areas or disciplines described herein and in the maintenance specifications, together with such other areas of expertise or experience as may be designated from time to time during the term of the Contract by the Authority. When the Authority designates an additional area for which expertise or experience shall be required, Contractor shall use reasonable efforts to promptly hire and retain one or more individuals, subcontractors or subconsultants possessing such experience or expertise.

The Authority considers the Contractor's Project Superintendent to be a key person with respect to the performance of the maintenance services. The identity of the individual initially assigned as the Project Superintendent by the Contractor shall be submitted to Authority in advance for approval or disapproval by Authority, and any changes in the individual shall also be subject to written approval by Authority. Similarly, the Contractor shall submit the names and qualifications of all first and second tier subcontractors/subconsultants to the Authority for approval prior to their beginning work on the project. All first and second tier subcontractors/subconsultants shall have the skills and experience necessary to properly perform the work assigned and as required by this scope. The Authority's approval with respect to the Project Superintendent and subcontractors/subconsultants may be granted or denied in Authority's sole and absolute discretion.

Promptly upon request of the Authority, the Contractor shall remove from activities associated with or related to the performance of the Contract any employee, subcontractor or subconsultant whom Authority considers (for any reason whatsoever, in Authority's sole discretion) unsuitable for such work. Such employee, subcontractor or subconsultant shall not be reassigned to perform any work relating to the Contract except with the express written consent of the Authority. If the Contractor fails to immediately remove such employee, subcontractor or subconsultant, the Authority may, at its sole discretion, withhold payments due or which may become due, or may suspend the work until the employee, subcontractor or subconsultant is removed. The Contractor shall protect, defend, indemnify, and hold harmless the Authority, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of an employee, subcontractor or subconsultant based on the direction of the Authority. All subcontracts shall expressly include an acknowledgment of the Authority's right to remove any subcontractor or subconsultant in accordance with this paragraph. No compensation in any form shall be paid to the Contractor by the Authority in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

The Contractor shall provide sufficient qualified manpower as necessary to perform all specified or directed maintenance tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior Authorization from the Authority's Landscape Architect and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor shall be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract shall be provided at no additional cost to the Authority.

The Contractor shall provide the minimum manpower and equipment according the following configurations/requirements:

<u>Crew Designation</u>	<u>Quantity.</u>
(2) 3-week Maintenance Crews - 5 person crew/roadway	10
(2) Hot Spot Crews - 5 person crew	10
(1) Mow Crews - 4 person crew	4
(2) Spray Crews - 2 person crew	4
(1) Irrigation Tech - 1 person crew	1
(1) Spray Manager	1
(1) Project Manager	1
Total	<u>31</u>

- Equipment Requirements
- 2 - Spray Trucks with sufficient capacity
  - 2 - Spray Gator
  - 2 - Small Production Mowers
  - 2 - Walk-Behind Mowers
  - 1 - Irrigation Equipment Truck
  - 1 - Follow Safety Vehicle (required when work performed at SR 408 median)
  - 5 - Minimum Maintenance/Mow Crew Trucks and Trailers

The Contractor's Project Superintendent shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of the Authority. With the Authority's written consent, the Contractor will be permitted to sublet a portion of the work but shall perform, with its own organization, work amounting to not less than 50% of the total Contract amount. The granting or denying of consent under this provision is at the Authority's sole discretion.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor/subconsultant to indemnify and hold harmless the Authority on the same terms as contained herein and the Contract. The Contractor shall furnish the Authority with a copy of any subcontract requested by the Authority. Subletting of work shall not relieve the Contractor or surety of their respective liabilities.

A subcontractor/subconsultant will be recognized only in the capacity of an employee or agent of the Contractor.

#### 2.4 Traffic Control

FHWA's MUTCD, latest edition, Part 6, is the minimum standard for Traffic Control for Highway Construction, Maintenance, and Utility Operations.

For operations requiring closure of travel lane(s), the Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an equal approved by the Authority. Approved alternate Worksite Traffic Supervisors may be used when necessary.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily when lane closures are in effect, be involved in all changes to traffic control and have access to all equipment and materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by the Authority of all activities except traffic and erosion control and such other activities deemed necessary for project maintenance and safety.

The Contractor shall comply with the FDOT Design Standards Drawing No. 600, which is hereby incorporated by reference as if fully set forth herein.

For all lane closures, the Contractor shall have prior written approval from the Authority's Landscape Architect and shall provide uniformed off-duty Florida Highway Patrol (FHP) officer(s), including marked FHP vehicle(s), to assist in controlling and directing traffic in the work zone.

The Contractor shall not permit equipment to unreasonably interfere with traffic while the equipment is on or traversing a road or street.

See Section 4.2.2 – Operational Requirements, for additional traffic control procedural standards.

## 2.5 Other Work

If activities by the Authority or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract price because of delay due to the activities of others.

## 2.6 Venue, Law

The Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any judicial proceedings arising out of the Contract shall be in Orange County, Florida.

## 2.7 Permits, Notifications and Fees

2.7.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

2.7.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract price.

2.7.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of the Authority-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by the Authority nor relieve the Contractor of its liabilities. The Contractor shall notify the Landscape Architect in writing prior to the execution of such work and shall submit two (2) copies of the written permission of the affected landowner.

2.7.4 The Contractor shall provide a notarized affidavit to the Authority that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. The affidavit shall be filed with the Authority at the time of Contract execution.

2.7.5 The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

## 2.8 Hazardous or Toxic Waste, Pollutants

- 2.8.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Authority's Landscape Architect shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.
- 2.8.2 Contractor shall minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Authority's Landscape Architect.
- 2.8.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

## 2.9 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures specified herein or as directed by the Authority's Manager of Maintenance and approved in writing by the Authority. All repairs required by the Contractor shall be performed as specified in Section 11.0, Plant Replacement.

## 2.10 Indemnity

The Contractor shall indemnify, defend and hold harmless the Authority, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). Contractor will



not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from the Authority to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

## 2.11 Insurance

The Contractor shall carry and keep in force during the period of the Contract a general liability policy or policies with a company or companies authorized to do business in Florida. Contractor's general policy shall protect the Contractor and Authority, and their respective members, directors, officers, employees and agents against claims for injuries which may arise from or in connection with the performance of the work by the Contractor, its employees, officers, agents or subcontractors or any other person for whom the Contractor may be contractually or legally responsible.

### Employer's Liability Insurance:

\$1,000,000 limit each accident  
\$1,000,000 limit diseases each employee  
\$1,000,000 limit disease aggregate

### Comprehensive General Liability Insurance:

Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than \$5,000,000 each occurrence and \$10,000,000 Aggregate where applicable.

### Comprehensive Automobile Liability Insurance:

Limits of Bodily Injury Liability and/or Property Damage Liability shall not be less than \$5,000,000 combined single limit each accident.

Such policy or policies shall be carried without deductible and shall (a) include the Authority, and such other parties the Authority shall designate, as additional insureds, (b) be considered primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor's indemnity obligations as described above, and (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to the Authority from the company providing such insurance. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by Contractor hereunder, the Contractor shall deliver certificates to the Authority as will evidence a renewal or new policy to take the place of the one expiring. Certificates of

such insurance shall be filed with the Authority at the time of Contract execution and annually thereafter for the duration of the Contract.

## 2.12 Worker's Compensation Insurance

The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor employees. The Contractor shall ensure that the employees of a subcontractor (if any) are covered by Worker's Compensation Insurance which is in accordance with the Laws of the State of Florida. Certificates of such insurance shall be filed with the Authority at the time of Contract execution and annually thereafter for the duration of the Contract.

## 2.13 Safety

2.13.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of Proposal submittal) is incorporated by reference and made a part of the Contract, and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

2.13.2 The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

2.13.3 Contractor and subcontractor personnel shall wear reflectorized high visibility orange safety vests within 15 feet of the roadway. Protective safety helmets shall be worn at all work sites containing overhead hazards.

## 2.14 Contractor's Responsibility for Work

Until acceptance by the Authority, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the Authority may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities (See Section 11.0, Plant Replacement).

## 2.15 Audit and Examination of Contract Records and Price Proposal Records

- 2.15.1 The Authority reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Price Proposal Records (as herein defined) of the Contractor or any subcontractor. The Contractor or any subcontractor submits to and agree to comply with the provisions of this section.
- 2.15.2 If the Authority requests access to or review of any Contract Documents or Price Proposal Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with the Authority, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract.
- 2.15.3 All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid to the Authority shall preserve all Price Proposal Records used in determining and submitting the price for a period of one month after the Authority awards the Contract. The Contractor shall preserve all Price Proposal Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the project by the Authority, or (ii) until all claims (if any) regarding the Contract are resolved.
- 2.15.4 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 related to the Contract or the Contractor's performance of the Contract determined necessary by the Authority for any purpose. Price Proposal Records shall include, but not be limited

to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by a bidder in determining labor, unit price, or any other component of a bid submitted to the Authority. Price Proposal Records shall also include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by a proposer in determining a bid.

#### 2.16 Escrow of Price Proposal Records

With the execution of the Contract, the Contractor shall submit to the Authority, in sealed container(s), a legible copy of the Price Proposal Records used by the Contractor to prepare its bid. The container(s) shall be clearly marked "Price Proposal Records" and shall show on the face of the container(s) the Contractor's name, address, date of submittal and Project number. The Authority will maintain the container(s) in a sealed condition.

In addition to the Price Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each Price Proposal Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Price Proposal Record, other than the Price Proposal Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for the Authority to nullify the award of the Contract to the Contractor.

Following execution of the Contract, the Authority will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against the Authority. Such acts by the Contractor shall be sufficient grounds for the Authority to open the sealed container(s). The Authority reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by the Authority to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) will be protected by the Authority insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

When the Contractor executes a binding release of all claims and potential causes of action related to the Contract, the Authority will release the sealed container(s) to the Contractor. The Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

## 2.17 Minority and Women Owned Businesses (M/WBE)

The Authority encourages participation of local minority and women business enterprises on contracts considered for an award. The Authority has established a twenty percent (20%) M/WBE participation objective for this project.

The Contractor shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

The Contractor shall submit a draft M/WBE Participation Plan to the Authority for review within 15 days after the Notice to Proceed for the project. The Contractor's M/WBE plan shall meet the Authority's objectives.

At any time, the Authority's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the Authority.

2.17.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

- (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

- (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

- (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.

(4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

2.17.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

(1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

(2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

(3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

(4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.

(5) Meeting with appropriate officials of the Authority, including its Business Development Program Office, to assist with the Contractor's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

2.17.3 The Authority will count M/WBE participation toward meeting M/WBE objectives as follows:

- (1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.
- (2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.
- (3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. A M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the Authority will evaluate all relevant factors such as the amount of work subcontracted and industry practices.
- (4) Consistent with normal industry practices, a M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.
- (5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:
  - (a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.
  - (b) Contractor may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm

must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

(c) Contractor may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2.17.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

- (1) the procedures adopted to comply with these special provisions;
- (2) the number of subordinated contracts on Authority projects awarded to M/WBEs;
- (3) the dollar value of the contracts awarded to M/WBEs;
- (4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;



- (5) a description of the general categories of contracts awarded to M/WBEs;
- (6) the specific efforts employed to identify and award contracts to M/WBEs;
- (7) maintenance of records of payments and monthly reports to the Authority;
- (8) Subcontract Agreement between Contractor and M/WBE subcontractors; and
- (9) any other records required by the Authority's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this article shall be provided to the Authority for review within 48 hours of the Authority's request. The Contractor shall submit a properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

## 2.18 Performance and Payment Bond Required

2.18.1 General Requirements of the Bond: The Contractor shall furnish to the Authority, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/3 years). The initial term of the bond shall be from November 15, 2013 through November 14, 2014. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to the Authority at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in the Authority giving notice of default to the Contractor. Such bond shall be executed on the form furnished by the Authority. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the Authority. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

2.18.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to the Authority at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the Authority's initial approval of the company, then the Authority may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the Authority. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the Contractor from his payment of premium on the defaulting bond, will be borne by the Authority.

## 2.19 Suspension of Work

The Authority will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

## 2.20 Default and Termination

2.20.1 The Authority reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of the Authority requires such termination or suspension. In such circumstances, the Authority shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension.

2.20.2 If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of the Authority reasonably exercised, the Authority may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default or the Authority may penalize the Contractor by withholding payment.

2.20.3 If the Contractor (within the curative period described in the notice of default) does not correct the default, the Authority will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.

2.20.4 If the Contract is declared in default, the Authority may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the Authority may take over the work covered by the Contract.

2.20.5 Upon declaration of default and termination of the Contract, the Authority will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the Landscape Architect are required for Contract completion. All costs and charges incurred by the Authority because of or related to the Contractor's default (including the costs of completing Contract

performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay the Authority the amount of the excess.

2.20.6 If, after the default notice curative period has expired, but prior to any action by the Authority to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with the Authority's requirements, the Authority may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of the Authority incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due Contractor under the Contract.

2.20.7 If, after notice of default to the Contractor under the provisions of this subarticle, it is determined for any reason the Contractor was not in default under the provisions of this subarticle, or that the default was excusable under the provisions of this subarticle, the rights and obligations of the parties shall be the same as if the notice of default had been issued as a notice of termination pursuant to the following paragraphs below which allow the Authority to terminate the Contractor for convenience.

2.20.8 Termination for Convenience: The Authority may, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of the Authority, elect to terminate the Contract. In such case, the Contractor shall be paid (without duplication of any items):

1. for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses.

The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

## 2.21 Prevailing Party Attorney's Fees

2.21.1 If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

- 2.21.2 In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the Authority, failing which the Authority will be deemed the prevailing party in such litigation.
- 2.21.3 For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the Authority (exclusive of interest, costs or expenses) on claims asserted by the Authority against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).
- 2.21.4 The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the Authority by the Contractor (disputed by the Authority) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the Authority agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).
- 2.21.5 Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to the Authority through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.
- 2.21.6 The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term "litigation" shall include arbitration or mediation proceedings.
- 2.21.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the Authority, and the Authority shall have had sixty (60) days thereafter within which to respond thereto.

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

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

## 2.22 Binding Arbitration

All claims, disputes and controversies between the Authority and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

### 2.22.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of Authority and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between Authority and Contractor involves the work of a subcontractor, either Authority or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph, or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against Authority or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

#### 2.23 Certified Payrolls

Based on historical data and its experience with previous landscape maintenance contracts, the Authority has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of 47 individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. As part of its response to the questionnaire used by the Authority in the selection process, the Contractor agreed to provide this minimum workforce and support equipment/vehicles. To assist the Authority in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified payroll records for all employees working on the project (up to and including the Project Superintendent) to the Landscape Architect each month beginning the first month after the date of the Notice to Proceed through the last month of the Contract term. The payroll records shall include each worker's name, address, telephone number, classification, number of hours worked each day, starting and ending times of work each day and total hours worked each week.

The submittals shall be on a form acceptable to the Landscape Architect. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate notation ("No Work", "Suspended", or "Complete") indicated on the form. The falsification of, or failure to submit, any certified payroll will be grounds for immediate termination of the Contract.

#### 2.24 Unauthorized Aliens

The Contractor warrants that all persons performing work for the Authority under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or

undocumented aliens at all times during the performance of this Contract and shall indemnify and hold the Authority harmless for any violations of the same. Furthermore, if the Authority determines that Contractor has knowingly employed any unauthorized alien in the performance of this contract, the Authority may immediately and unilaterally terminate this contract for cause.

### **3.0 GENERAL MAINTENANCE OVERVIEW**

#### **3.1 Overview**

The landscape maintenance work shall consist of providing all labor, materials, equipment and incidentals necessary to perform:

- A. Turf Maintenance
  - 1. Roadside Mowing
  - 2. Mechanical or Chemical Edging and Trimming
  - 3. Litter / Debris Removal and Clipping Clean-up
  - 4. Weed Control
  - 5. Insect and Disease Control
  - 6. Fertilization
- B. Shrub, Vine, Groundcover, Tree and Palm Maintenance
  - 1. Pruning
  - 2. Mechanical or Chemical Weed Control
  - 3. Litter and Debris Clean-up and Removal
  - 4. Mulching
  - 5. Fertilization
  - 6. Insect and Disease Control
  - 7. Hand Watering
  - 8. Tree Staking
  - 9. Plant Replacement
  - 10. Tree Removal
- C. Automatic Irrigation System Maintenance and Manual Irrigation

The areas to be maintained include, but are not limited to:

- A. Toll Facilities (including Parking and Pedestrian Areas)
- B. The Authority's Administration and Operations Center Property
- C. Medians, Roadsides, and Slopes
- D. Right of Way Locations (other than Roadsides)
- E. Fence Lines
- F. Roadside Paving, Walls, and Guardrails

Landscaping to be maintained in these areas include all ornamental trees, shrubs, vines, and groundcover plantings located on S.R. 408 from the intersection of S.R. 408 and S.R. 50 (West End) to 950' north of the intersection of S.R. 408 and S.R. 50 (East End) including the on-ramp at that location; S.R. 417 from the intersection of S.R. 417 and International Drive (South End) to the Seminole County Line (North End) as well as the Authority's Administration and Operations Center Property. Landscape areas located on the Authority's property which are not be maintained under this Contract, as well as areas which shall be added to the limits of work during the Contract term are described in Section 1.0, Project Scope. Turf areas to be maintained are designated on the Turf Management Area Reference Maps – dated 7/15/2013 (Attachment #2).

### 3.2 Annual Landscape Maintenance Schedule

3.2.1 The Annual Landscape Maintenance Schedule (Attachment #1) outlines all landscape and turf maintenance tasks to be performed during the Contract year in accordance with the specifications. The document is divided into Turf Care tasks, Shrub, Vine, and Groundcover Care tasks, and Tree Care tasks. The Monthly and Weekly maintenance schedules prepared by the Contractor shall be based on the Annual Landscape Maintenance Schedule.

## 4.0 MAINTENANCE OPERATIONS AND PROCEDURES

### 4.1 Operation Procedures

4.1.1 Hours of Operation - The Contractor shall perform the maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding Authority holidays (Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive) and unless specified otherwise or directed by the Authority's Landscape Architect.

4.1.2 Additional Operation Time - Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule as per the Contract, the Contractor shall first notify the Authority's Landscape Architect of its intentions prior to the date of the intended work. The Contractor shall also provide the Authority's Landscape Architect with a description of the location and nature of the work, and the estimated duration that the personnel will be on the system. The Contractor shall also provide the Authority's Landscape Architect with the name(s) and contact cell phone number(s) of the individual(s) who will be supervising the work if the Contractor's Project Superintendent does not intend to be on-site. Maintenance personnel found working on Authority property without



supervision or without prior notification given to the Authority's Landscape Architect shall be directed to leave the Authority property.

- 4.1.3 Proposed Monthly Maintenance Activities Schedule - Prior to the first day of each month, the Contractor shall submit to the Authority's Landscape Architect, via email, a Proposed Maintenance Activities Schedule, for the upcoming month. The schedule shall list all chemical applications (fertilizer and pesticide), mowing activities, three- week maintenance cycle locations, periodic maintenance tasks, and any other additional maintenance activities proposed to be performed during the month. The schedule is understood to be tentative, with modifications due to adverse weather conditions, task performance, etc., during the month to be expected.
- 4.1.4 Weekly Maintenance Activities Schedule – The Contractor shall submit, via email, a detailed Weekly Maintenance Activities Schedule, based on the monthly schedule, outlining the maintenance tasks to be performed in the upcoming week. The schedule shall include 3-week cycle crew locations on each roadway, mowing operations locations, chemical applications with anticipated daily application locations, periodic contract specified tasks and locations, and any additional maintenance tasks with locations as required by the Contract or requested by the Landscape Architect. The proposed sequence of work locations shall be listed for chemical applications to be performed in 1-2 days. Proposed plant installation and supplemental watering activities shall be also listed. The schedule shall be forwarded to the Authority's Landscape Architect no later than the Friday afternoon prior to the week scheduled. The Contractor shall contact the Authority's Landscape Architect via email or by cell phone, no later than 8:30a.m., to notify him of any changes to the schedule for the upcoming day. No chemical applications shall be performed without prior notification given to the Authority's Landscape Architect.
- 4.1.5 Maintenance Activity Documentation - All landscape maintenance activities performed on the Authority's system by the Contractor shall be documented daily via an emailed outline of daily work completed. The email shall be forwarded to the Authority's Landscape Architect on the next work day following the date of work completion. Required email report format will be forwarded to the Contractor at project start. Pesticide Application Records documenting all chemical applications performed under this Contract during the previous week shall be submitted to the Authority's Landscape Architect on a weekly basis.
- 4.1.6 Action Item Lists - The Authority's Landscape Architect will perform periodic inspections of the Contractor's work and of the condition of plant material on the Expressway system. Required maintenance activities, as determined by the Authority's Landscape Architect, will be forwarded to the Contractor as an Action Item List. The list may include incomplete or unperformed specified maintenance

tasks or applications, treatments for identified plant problems, requested Work Order Allowance projects, or general procedural requirements. The Contractor shall schedule and perform all of the items listed in a timely manner. Activities identified as required to be performed within a specified time frame (i.e., incomplete 3-week maintenance task to be complete by the end of the month) must be completed as noted in order for the Contractor to receive full compensation for the work. Any questions, clarifications, requested price proposals, or scheduling conflicts shall be identified by the Contractor and immediately brought to the attention of the Authority's Landscape Architect so as not to delay the performance of the listed activities. The Authority's Landscape Architect will forward a list identifying any activities required to be performed by the end of the month at least one week prior.

- 4.1.7 The Contractor shall meet with the Authority's Landscape Architect on a monthly basis to review the completion of the previous month's work and the proposed schedule of the current month's maintenance activities. Additional meetings may be scheduled by the Authority that the Contractor shall attend. The meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Authority's Landscape Architect or the Contractor. Additional on-site meetings may also be scheduled. The Authority's Landscape Architect will prepare and distribute agendas for the meetings as well as minutes of the meetings.
- 4.1.8 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms including pants or shorts, shirts, shoes or boots, caps and gloves.
- 4.1.9 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. A list of all Contractor and subcontractor employees shall be provided to the Authority prior to beginning work under the Contract. An updated list shall be forwarded to the Authority whenever there is a change in the Contractor's personnel working on the Expressway system.
- 4.1.10 The Contractor shall designate a Project Superintendent who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact, on a daily basis, between the Authority's Landscape Architect and the Contractor. This individual shall maintain at all times a means of being contacted by the Authority's Landscape Architect (cellular phone) and shall respond to such calls within 2 hours of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Authority's Landscape Architect of the daily schedule, for quality control of the Contractor's

services, and for arranging and supervising unscheduled service requests by the Authority's Landscape Architect.

## 4.2 Safety Program

### 4.2.1 Safety Program Plan

The Contractor shall develop, implement, and maintain a Safety Program Plan for its operations on the site. The plan shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The plan shall also include the Contractor's maintenance of traffic plan showing the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the Authority's travel lanes. Approval of the Contractor's plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of Contractor's equipment and/or personnel.

The plan shall comply with all State of Florida, federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

Four (4) copies of a draft of the plan shall be submitted to the Authority's Landscape Architect within 30 days after the date of the Notice to Proceed. The Authority's Landscape Architect will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the Authority's Landscape Architect shall be submitted by the Contractor within 60 days after the Notice to Proceed.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public including safety vests, and, if applicable, gloves, safety goggles, and respirators.

### 4.2.2 Operational Requirements

All vehicles and equipment shall remain clear of all travel lanes at all times when stationary or traveling below posted minimum speeds.

Contractor and subcontractor personnel shall not perform any U- turns in the median or at toll plazas but shall use interchanges for such purposes.

Contractor and subcontractor personnel shall place warning signage and safety cones in configuration as delineated on FDOT Design Standards Drawing No. 600 or 611 where any vehicle, equipment, workers or their activities encroach the area closer than 15' but not closer than 2' to the edge of pavement on any Authority road shoulders and medians for a period of 60 minutes or greater.

Maintenance vehicles and equipment working along Authority road shoulders and medians shall be located out of the 'clear zone' (36' from roadway edge) whenever possible, or behind guardrails or overpass structures. No equipment (trucks, trailers, spray "gators", mowers, etc.) shall be parked in the median.

All vehicles and equipment operating on the road shoulders and medians shall be equipped with an amber flashing light that is visible from behind (including trailers, spray 'gators', and mowing equipment).

Maintenance vehicles and equipment are prohibited from operating on certain sections of Authority roadside shoulders or medians (as listed below) during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). During peak traffic hours, no maintenance equipment shall be located on any median or on the roadside shoulders of the entire length of S.R. 408 and on S.R. 417 - north of S.R. 528 to the Seminole County Line. These locations are subject to change as determined by the Authority. The Contractor shall ensure that its personnel schedule and perform daily activities such as roadside litter and debris pick-up and roadside chemical applications within the allowed time frame.

Any equipment left on the Authority's right-of-way overnight shall be parked out of the 'clear zone' (36' from roadway edge) and as close as possible to the right-of-way line farthest from the travel-way. Service and supply operations shall be conducted as close to the right-of-way line farthest from the travel-way as possible. No equipment shall be parked in the median overnight regardless of the width of the median.

Maintenance personnel found working on Authority property in violation of the above listed safety requirements, shall be directed to immediately leave Authority property.

Mulch trailers may be located within the Authority's right-of-way to supply materials for mulching operations with the following restrictions:

- The Contractor receives approval from the Authority's Landscape Architect for the trailer's location prior to its placement.
- Trailers shall be placed outside of the 'clear zone' (36' from roadway edge).
- Trailers shall not be located in the roadway median.

- Trailers shall be clearly marked with signage displaying the Contractor's company name and contact telephone number (3' x 4' minimum) that is visible from the highway.
- Trailers shall be promptly removed from the Authority's right-of-way when empty (within ten (10) days).

Mulch trailers located within the Authority's right-of-way which do not adhere to the above listed restrictions will be immediately towed without notice. The Authority will not be responsible for any towing or impound fees incurred.

#### 4.3 Document Control and Information Maintenance

##### 4.3.1 Information Dispersal

Should the Contractor distribute information related to the Contract to others, the Contractor shall document the distribution by completing a letter of transmittal. All distribution of information shall be accompanied by a letter of transmittal with a copy provided to the Authority's Landscape Architect identifying:

- Party to whom the information is being transferred
- Origination of the request for transfer
- Name of information being transferred
- Type(s) of information being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all information transfers for updates to the Authority's Landscape Architect.

##### 4.3.2 Verification of Information

All information provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Authority's Landscape Architect verbally and in writing, upon discovery.

##### 4.3.3 Ownership of Information

It is to be understood that all information provided to the Contractor, either by the Authority or third parties, are the sole property of the Authority. The Contractor shall have temporary charge of the information while performing contracted services for the project. All information shall be returned to the Authority at the conclusion of

the Contract, after which no copies of the information may be kept by the Contractor without the expressed written permission of the Authority.

The Authority shall retain the right to require that the Contractor transfer all Project information to the Authority immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project information to the Authority.

## **5.0 CHEMICAL APPLICATIONS**

- 5.1 The Contractor shall provide a fulltime employee to directly supervise all chemical applications who possesses the Florida Department of Agriculture's Commercial Pesticide Applicators License with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall perform all chemical applications (pesticide and fertilizer) in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Applications performed which do not meet the following standards and specifications (as determined by the Authority's Landscape Architect) shall be promptly re-performed correctly at no additional cost to the Authority. The Authority may elect to withhold payment for applications performed incorrectly other than having the Contractor re-perform the application.
- 5.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida. Prior to the first use of a product on the Authority system, the Contractor shall submit to the Authority's Manager of Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, application devices).
- 5.3 The Contractor shall use equipment specifically designed for commercial application of herbicides and as specified for each application as listed in the Contract. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the Authority's Landscape Architect.
- 5.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the Authority for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

- 5.5 The Contractor shall provide a minimum of one (1) employee who possesses the Florida Department of Agriculture's Public Applicator Certification license for use of restricted pesticides in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA). Each spray crew shall be under the direct supervision of a licensed operator. Direct supervision shall consist of, at a minimum, the daily on-site inspection by a licensed operator of each spray crew's operation during an application. The licensed operator shall verify that the proper material is in use, the correct mixing and application rates are being followed, the proper application techniques are being employed, and that the required personal safety equipment is in use. These daily inspections shall be documented and submitted with the pesticide application record. The Authority reserves the right to withhold payment for applications performed without the required daily inspection.
- 5.6 The Contractor shall complete a daily Pesticide Application Record (provided by the Authority's Landscape Architect) for each location where chemical applications are being performed. The forms must be thoroughly and accurately filled out prior to submittal. The Contractor shall submit completed forms with the Landscape Maintenance Reports to the Authority's Landscape Architect on a weekly basis. Multiple applications performed at a single location during a single day shall be reported on a specific Pesticide Application Record form designed to record all of the information legibly (provided by the Authority's Landscape Architect).
- 5.7 The Contractor shall notify the Authority's Landscape Architect of any scheduled treatment prior to the execution of any chemical application. No applications are to be performed without prior notification to the Authority's Landscape Architect. The Contractor may be required to re-perform any application performed without prior notification to the Authority's Landscape Architect. The Authority may withhold payment for any application performed without prior notification to the Authority's Landscape Architect. All over-spray shall be prevented and contact with the public, their property or pets shall be strictly avoided.
- 5.8 The Contractor shall perform the pesticide treatments as specified and as directed by the Authority's Landscape Architect as a drench application or foliar application as specified. Drench applications shall be made to the soil in sufficient volume to wet the root zone of individual plants. Foliar applications shall be directed to above ground plant parts to the point of runoff.
- 5.9 The Authority reserves the right at its sole option to take samples of application spray mixtures from spray crews in the field and have the samples tested to determine if the correct material and mixing rates are being used in accordance with the specifications. The samples will be taken in accordance with industry standards, the containers sealed and labeled on-site, and the samples documented and signed by both the Authority's Landscape Architect and the spray applicator. The samples will be sent to:

APT Labs  
1050 Spring Street  
Wyomissing, PA 19610  
Tel: (610) 375-3888

Lab results shall be forwarded to Contractor as well as the Authority. If the spray mixtures are determined to not meet the application specifications, the Authority may require the Contractor to repeat the entire application, to repeat the portion of the application performed on the day during which the sample was taken, or elect to withhold payment for the application.

## **6.0 TURF CARE**

### **6.1 Description**

- 6.1.1 Work to be done consists of roadside mowing, edging and trimming of turf, litter and debris removal, clipping clean-up, grassy and broadleaf weed control, insect and disease control, and fertilizer application at all turf areas on the Authority system that are located within the limits of work as delineated in the Turf Management Area Reference Maps, dated 7/15/2013 (Attachment #2). Weed control and litter and debris removal shall also be performed in "no-mow" buffers as delineated in the "No-Mow" Area Reference Maps dated 7/15/2013 (Attachment #3). See section 9.0 for maintenance requirements for all 'No-Mow' areas.
- 6.1.2 Turf areas are defined as grassed or vegetated areas consisting of all grass; part grass and part succulent weed growth; or all succulent weed growth within the area to be maintained.
- 6.1.3 Turf maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and shall be exactly followed in the performance of these tasks.
- 6.1.4 Contractor shall apply various fungicides, insecticides, and selective herbicides to turf areas located at the Authority's Administration and Operations Center and at all Mainline Toll Plazas as directed by the Authority's Landscape Architect.
- 6.1.5 Re-performance of any turf care task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the Authority's Landscape Architect), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the Authority's Landscape Architect.



- 6.1.6 Any turf or ornamental plant material damaged by mowing activities or the use of herbicides or any other chemicals (as determined by the Authority's Landscape Architect) shall be replaced by the Contractor, at no cost to the Authority.

## 6.2 Mowing

- 6.2.1 The Contractor shall perform mowing cycles in the turf areas located in the roadside locations, Mainline Toll Plazas, and the Authority's Administration and Operations Center within the limits of mowing delineated on the Turf Management Area Reference maps, dated 7/15/2013 (Attachment #2).
- 6.2.2 The quantity and frequency of area mowing cycles are to be performed as listed in the Annual Landscape Maintenance Schedule (Attachment #1). Turf areas around all Mainline Toll Plazas, roadside locations at the SR 408 - Conway Road on and off ramps, SR 408 - Lake Underhill Road raised planter, and the and the Authority's Administration and Operations Center shall be mowed forty (40) times per year, while roadside location at SR 417 - Independence Drive shall be mowed eighteen (18) times per year. Each mowing cycle, in each location, as delineated in the Turf Management Area Reference Maps, shall be completed in its entirety prior to beginning another cycle. This includes edging, trimming and clipping clean up (described below). Missed cycles or cycles performed at greater intervals than listed cannot be made up at a later date.
- 6.2.3 The Contractor shall submit a Proposed Monthly Maintenance Schedule (based on the Annual Landscape Maintenance Schedule) to the Authority's Landscape Architect prior to the first day of each month, indicating the location and frequency of each mowing cycle. The schedule shall be updated weekly if any changes are necessary due to poor weather or other restrictive circumstances.
- 6.2.4 All turf areas are to be mowed to a height of 4"-6" during each cycle except the Zoysia turf at the Authority's Administration and Operations Center, which shall be mowed to a height of 2.5" - 3". Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers, particularly at Mainline Toll Plazas and the Authority's Administration and Operations Center. Turf areas adjacent to retention ponds, ditches, or canals shall be mowed or trimmed to the water's edge each mowing cycle.
- 6.2.5 The Zoysia turf areas at the Authority's Administration and Operations Center shall be mowed using walk behind small mowers to avoid creating ruts and damaged turf areas due to heavier machinery. Parking lot islands may be mowed using string trimmers if care is taken to provide a uniform height and avoid scalping the turf.

- 6.2.6 Turf care activities including mowing, edging and chemical applications shall be performed at the Authority's Administration and Operations Center during hours of the work day so as not to conflict with the employees and guests using the facility. Work performed in the early morning shall be completed by 8:00 am. Work performed in the afternoon shall not begin before 5:00 pm. If desired, the contractor may request that the work be performed on the week end, subject to approval from the Authority's Landscape Architect.
- 6.2.7 When performing turf care activities at the Authority's Administration and Operations Center, special care must be taken to avoid having grass clippings, dirt, and debris being deposited on any vehicle on the property as a result of the work. Any cleaning of vehicles or repair of damage required due to the performance of turf care activities shall be promptly addressed and corrected by the Contractor at no cost to the Authority.
- 6.2.8 When work by Authority forces, Florida Department of Transportation forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from mowing any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Authority's Landscape Architect may require the Contractor to mow these areas as part of the cycle without penalty for exceeding the time allowed.
- 6.2.9 Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Authority's Landscape Architect, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas may be required to be string trimmed by the Authority's Landscape Architect.
- 6.2.10 The equipment used by the Contractor shall be of a type and quantity to perform the work satisfactorily, be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the clippings at all times.
- 6.2.11 Contractor's equipment shall be outfitted with an overhead amber flashing light, which shall be in view when equipment is being operated in the course of the work. All required safety devices shall be properly maintained at all times the equipment is in use.
- 6.2.12 Equipment which damages the pavement, decorative retaining walls, or turf in any way will not be allowed. The Contractor shall be responsible for the prompt repair or replacement of any pavement, wall, or turf damaged by the Contractor's personnel/equipment.
- 6.2.13 All equipment shall be subject to inspection and approval by the Authority's Landscape Architect. If the Authority's Landscape Architect determines the

equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately remove the equipment from service until the deficiency is corrected to the satisfaction of the Authority's Landscape Architect.

- 6.2.14 Inspection and approval of the Contractor's equipment by the Authority's Landscape Architect shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 6.2.15 The Contractor shall perform an annual equipment safety check of all equipment used on Authority property and submit a report to the Authority's Landscape Architect for review and approval prior to continuation of operation of the equipment on Authority property. The report shall be submitted no later than the 1<sup>st</sup> of February each year.
- 6.2.16 The acceptable performance of the mowing cycle quantities, at the intervals as noted in the Annual Landscape Maintenance Schedule, are the basis for compensation from the Authority. Monthly payment for turf care anticipates completion of all listed cycles. Payment for missed cycles shall be deducted from the current month's invoice; the amount being determined using area square footage and pricing from the submitted Bid Form.

### 6.3 Edging

- 6.3.1 Hard surface and soft surface edging shall be performed along all turf area edges within the limits delineated in the Turf Management Area Reference Maps (Attachment #2). Hard surface edging is defined as outlining and/or removing turf from along all sidewalks, driveways (asphalt or concrete) curbs, reinforced earth walls and barrier walls. Soft surface edging is defined as outlining and/or removing turf from all trees rings and planting beds, etc., by the use of a mechanical edger. Roadway edging along highway and ramp paving is not required due to safety concerns. Edging shall be required along the back of curb at the west end of the SR 417 – International Drive mowing area.
- 6.3.2 All hard surface edging shall be performed to maintain straight and sharp edges between paving/curbs/sidewalks and turf areas. All hard surface edging shall be completed with each area mowing cycle.
- 6.3.3 All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas to the curves as originally designed, in a clean manner, free of imperfections. All soft surface edging may be completed with each area mowing cycle or at the same frequency as the detailing of plant beds (once every three week cycle) if chemical edging is performed.
- 6.3.4 All edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris away from roadways and sidewalks.

6.3.5 When edging is performed, the proper safety equipment shall be used (i.e., safety glasses, reflective vest, signage, warning light, etc.).

6.3.6 Soft surface chemical edging of turf, using a pre-approved herbicide, will be permitted along ornamental planting beds and around tree rings if care is taken to not damage adjacent plantings. Any plant damaged by the use of herbicides, (as determined by the Authority's Landscape Architect), shall be replaced by the Contractor at no cost to the Authority.

6.3.7 Products containing 'Diquat' shall not be used anywhere on the system.

#### 6.4 Trimming

6.4.1 All turf areas that are inaccessible to mowers such as around guardrails, reinforced earth walls and barrier walls, and/or otherwise unable to be mowed due to obstructions such as trees, light poles, fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height as adjacent mowed areas and shall be completed with each area mowing cycle.

6.4.2 Trimming shall be performed with the use of a string or line trimmer or other suitable mechanical means.

6.4.3 Care shall be taken when using a string trimmer so as not to damage adjacent plant material or decorative retaining walls. Any plant damaged by the use of a string trimmer (as determined by the Authority's Landscape Architect) shall be promptly replaced by the Contractor, at no cost to the Authority. Any damage to decorative retaining walls by the use of a string trimmer shall be promptly repaired by the Contractor at no cost to the Authority.

#### 6.5 Litter Removal and Clipping Clean-up

6.5.1 The Contractor shall be responsible for the pickup and removal of non-hazardous items and obstacles within the designated turf management areas (including parking lots and walkways), such as wood, vegetation debris, tires, glass, cans, plastic and paper products, etc. It shall also be the Contractor's responsibility to remove trash and items such as newspapers, magazines, boxes, paper cups, etc. that would be torn, shredded and further sub-divided by the mower prior to each cycle. The Contractor shall remove all litter located in ditches, swales, along pond edges, and within reach with a rake from the shoreline in any water body occurring within or directly adjacent to designated turf management areas. All costs of pickup and removal of litter and debris prior to each cycle shall be included in the Contract amount.

6.5.2 All collected litter shall be removed daily. No collected litter shall be left on the property overnight.

- 6.5.3 All sidewalks, roadways and shoulders, parking lots, fence lines, concrete swales or other structures shall be immediately swept, blown, or vacuumed to remove any grass clippings and to maintain a clean, well-groomed appearance.
- 6.5.4 All grass clippings shall be kept out of ornamental beds and aquatic ponds. Mowing patterns should be performed which prevent the distribution of clippings in these areas. Contractor must immediately remove any clippings from adjacent ornamental beds in order for the mowing cycle to be considered complete. If clippings cannot be removed successfully to the satisfaction of the Authority's Landscape Architect, the Contractor shall install additional pine bark mulch or pine straw mulch as directed, at no expense to the Authority. Where the distribution of grass clippings into adjacent planting beds with pine straw mulch cannot be avoided due to the close proximity of adjacent roadways, the Contractor shall blow clippings off of plant material during each cycle.
- 6.5.5 If excessive quantities of grass clippings (as determined by the Authority's Landscape Architect) remain on turf areas at any Mainline Toll Plaza or the Authority's Administration and Operations Center following a mowing cycle, the Contractor shall collect and remove the clippings to keep the turf areas clean.

#### 6.6 Weed Control

- 6.6.1 Contractor shall eliminate/kill undesirable weed and brush growth in all paving joints in asphalt and concrete, along all guardrails, around roadside structures, along shoulders, edge of pavement, curb and gutter, signs, culvert ends, and inside walled enclosures at the Authority's Administration and Operations Center located within Turf Management Areas. It is the intent of this activity to make the areas noted above weed free at all times.
- 6.6.2 Zoysia turf at the Authority's Administration and Operations Center – Perform spot applications monthly of the herbicide 'Celsius' as necessary to control broadleaf and grassy weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain weed free turf.
- 6.6.3 Zoysia turf at the Authority's Administration and Operations Center – Perform spot applications monthly of the herbicide 'Certainty' as necessary to control sedge weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain sedge free turf.
- 6.6.4 Read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein (see section 5.0 - Chemical Applications).

## 6.7 Fertilization

6.7.1 The turf fertilizer 16-0-8 and the turf fertilizer 28-0-10 (manufactured by Harrell's) shall be applied as described below. All turf fertilizer shall be applied (full coverage) at the rates described herein. Fertilizer shall be applied when the turf is dry and not over an early morning dew. Fertilized areas shall be watered following application on the same day, in irrigated areas only (the Authority's Administration and Operations Center, Mainline Toll Plazas and S.R. 417 - International Drive). Apply turf fertilizer with broadcast spreaders and overlap consistently for uniform coverage. Fertilizer shall be applied using rotary broadcast spreaders (approved by the Authority's Landscape Architect) on turf slope areas too steep to safely apply with vehicle-mounted spreaders. Turf fertilizer shall not be applied by hand broadcasting. Application equipment shall be accurately calibrated to ensure that the specified application rate is followed.

6.7.2 The Contractor shall provide the turf fertilizer, 16-0-8, containing the following:

- 16 % total nitrogen consisting of 0.75% nitrate nitrogen, 11.25% ammonium nitrogen, and 4.00% water soluble nitrogen derived from poly sulfur coated urea, ammonium nitrate, and ammonium sulfate.
- 0% available phosphorus (P<sub>2</sub>O<sub>5</sub>).
- 8% soluble potash (K<sub>2</sub>O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 1.06 % Water soluble magnesium (Mg)
- 0.05 % Manganese (Mn)
- 0.05 % Copper (Cu) derived from copper sulfate
- 3.00 % Iron (Fe)
- 0.02 % Boron (B) derived from sodium borate
- 1.45 % Sulfur (f)
- 9.0 % Calcium

Apply 16-0-8 fertilizer to Bahia / St. Augustine turf at all Main Toll Plazas, roadside areas at SR 408 - Conway Road on and off ramps, Lake Underhill Drive raised planter, and at SR 417 - International Drive one (1) time per year (February) at a rate of 6.5 pounds per 1,000 square feet of turf area or 283 pounds per acre of turf area, unless otherwise directed by the Authority's Landscape Architect.

6.7.3 The Contractor shall provide the turf fertilizer, 28-0-10 Polyon Fertilizer 9 month turf blend - produced by Harrell's, containing the following:

- 28 % total urea nitrogen and 22.4% slow release nitrogen derived from polymer coated urea
- 0% available phosphorus (P<sub>2</sub>O<sub>5</sub>).
- 10% soluble potash (K<sub>2</sub>O)

The fertilizer shall include the following minimum percentages of micronutrients:

- 0.477 % Water soluble magnesium (Mg)
- 1.935 % Iron (Fe)
- 0.557 % Manganese (Mn)

Derived from: muriate of potash, polymer coated urea, sulfate of potash-magnesia, iron sulfate, manganese sulfate.

Apply fertilizer to Zoysia and Bahia turf at the Authority's Administration and Operations Center two (2) times per year (February, September) at a rate of 10.7 pounds per 1,000 square feet of turf area, unless otherwise directed by the Authority's Landscape Architect.

6.7.4 The Authority reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.

6.7.5 All fertilizers shall be kept out of all water bodies and be removed immediately from all sidewalks, parking lots, and paved areas.

6.7.6 If fertilizer is delivered in bulk, provide documentation of chemical composition and weight at time of application. If bags of fertilizer are used, provide individual bag tags and/or product purchase and delivery receipts to Authority's Landscape Architect to verify weight and content. A listing bag usage and/or tonnage applied per area shall be included in the daily maintenance activity report emailed to the Authority's Landscape Architect.

6.7.7 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer will not be acceptable for application.

## **6.8 Insect and Disease Control**

- 6.8.1 Turf areas at all Mainline Toll Plazas and S.R. 417/International Drive shall be continuously monitored for infestations of insects (including fire ants, mole crickets, and nematodes) and shall be treated immediately as specified or as directed by the Authority's Landscape Architect for proper control. Contractor shall note all treatment applications in daily forwarded (via email) Landscape Maintenance Reports and on daily Pesticide Application Record forms submitted to the Authority's Landscape Architect on a weekly basis.
- 6.8.2 All fire ant mounds located in turf and paved areas within the turf management areas are to be spot- treated with Extinguish granular insecticide whenever mounds are observed. Applications shall be performed, at minimum, once a month, (12 cycles / year). 'Live' mounds should be treated and avoided during the mowing cycle immediately following the treatment. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle.
- 6.8.3 Zoysia turf at the Authority's Administration and Operations Center – Perform two (2) blanket applications (March and August) of 'Topchoice' granular insecticide to control fire ants, mole crickets, etc. Apply 'Topchoice' at a rate of 2 lbs. / 1,000 square feet of turf. Remove any excess product from adjacent paved areas. Water in application upon completion.
- 6.8.4 Zoysia turf at the Authority's Administration and Operations Center – Perform three (3) blanket applications (April, June, and July) alternating between Heritage (1x – April) and Cleary's 3336 (2x – June, July at 14 day interval) fungicides. Apply Heritage at 0.4 oz / 1,000 square feet of turf and apply Cleary's 3336 at 4.0 oz / 1,000 square feet of turf.
- 6.8.5 Nematode and other insect infestations shall be immediately reported to the Authority's Landscape Architect who will give specific direction as to the proper treatment. The Contractor shall perform the specified treatment within the time frame directed by the Authority's Landscape Architect. Payment for 'as directed' treatments will be from the Work Order Allowance.

## **7.0 SHRUBS/VINES/GROUND COVER CARE**

### **7.1 Description**

- 7.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching, insect and disease control, and fertilizer application at all existing ornamental planting areas located on S.R. 408, S.R. 417, and the Authority's Administration and Operations Center as defined in Section 1.0 Project Scope. Detailing of all planted



areas located on the Authority system shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Three week detailing cycles include pruning, weeding, litter and debris removal, and tree staking. Weed control shall be performed along fence lines and along paving, walls, and guardrails as described below. Chemical applications for insect, disease, and weed control, and fertilizer applications shall be performed periodically as described below and as directed by the Authority's Landscape Architect.

- 7.1.2 Shrub, vines, and ground cover maintenance activities shall be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The schedule lists the frequency and intervals of all specified maintenance tasks and shall be exactly followed in the performance of these tasks.
- 7.1.3 The Contractor shall apply various fungicides, insecticides, selective herbicides, and fertilizers to plant material located at the mainline toll plazas, and along all roadways within the project limits as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). Additional 'as directed' applications shall be performed as described herein when directed by the Authority's Landscape Architect.
- 7.1.4 Re-performance of any shrub and ground cover maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the Authority's Manager of Maintenance), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the Authority's Manager of Maintenance.
- 7.1.5 Any turf or ornamental plant material damaged due to improper maintenance activities or the improper use of herbicide, insecticides, or fungicides or incomplete or non-performance of specified herbicide, insecticide, or fungicide applications (as determined by the Authority's Landscape Architect) shall be replaced by the Contractor, at no cost to the Authority. Replacement plant material shall match the size of the existing plant at the time that the damage occurred.

## 7.2 Pruning

- 7.2.1 The Contractor shall perform maintenance pruning of all ornamental shrubs and ground covers during each 3-week detailing cycle, as necessary, to remove dead material; to maintain separation between different plant types when unsightly overgrowth is occurring; and to keep vegetation confined within the planting beds and not encroaching on turf areas, roadways, pedestrian walkways, and adjacent structures (guardrails, signage, fences, buildings, walls, drainage ways when flow of water is obstructed, etc.). Maintenance pruning of ornamental plantings shall be performed with hand shears to allow for proper shaping and clean cuts of pruned

branches. The use of gas-powered shears shall be limited to heavy pruning, which shall be performed once per year as noted below.

- 7.2.2 Removal of sections of oleanders that are dead or damaged due to Oleander Leaf Scorch disease (*Xylella fastidiosa*) shall be performed during each 3-week detailing cycle. Take care not to spread the disease to other healthy plant material. Pruning shears shall be sterilized prior to trimming other material. Specific pruning equipment/personnel shall be assigned to remove the diseased material.
- 7.2.3 Shrubs and groundcovers located along the system roadsides shall not be pruned into formal shapes, referred to as "hedge shearing". Hedge shearing shall only be performed at Main Toll Plazas, the Authority's Administration and Operations Center, and limited areas at ramp toll booths as directed by the Authority's Landscape Architect. Hedge shearing of shrubs located adjacent to toll booths shall be performed as directed by the Authority's Landscape Architect. Hedge shearing of shrubs at Main Toll Plazas such as Viburnum sp., Indian Hawthorn, Jasmine, and Loropetalum shall be performed during each 3-week cycle to maintain a neat appearance and a clear view of the toll lanes from inside the toll plaza building.
- 7.2.4 Sand Cord Grass, Vetiver Grass and Fakahatchee Grass shall be severely pruned once a year to a uniform height of 18", beginning in November and to be completed by the end of December. Gulf Muhly Grass shall not be pruned. Approximately 25% of the clippings from the pruned Cord Grass shall be spread evenly throughout the planting bed. The remaining 75% of the clippings shall be removed from the planting beds and properly disposed of off-site unless directed otherwise by the Authority's Landscape Architect. Pampas Grass plantings shall not be topped but shall have dead leaf blades and bloom stalks carefully removed.
- 7.2.5 Ornamental grasses located at S.R. 417 - International Drive landscape improvements (i.e., Dwarf Reed Grass, Becca Grass, Tasred Flax Lily, Breeze Grass, Nafray Fountain Grass, Bamboo Grass) shall be pruned beginning in November and to be completed by the end of December. Pruning heights for the various grass species vary between 18" and 24" and shall be as directed by the Authority's Landscape Architect.
- 7.2.6 All oleander and eleagnus plantings shall be severely pruned once every year, beginning in January and to be completed by the end of February. Oleanders shall be pruned to approximately 36" height (2"-3" above the previous year's pruning height) at roadside locations and to 6'-0" height at right of way edge locations, unless otherwise directed by the Authority's Landscape Architect. Dwarf oleander plantings shall be lightly topped. Eleagnus plantings shall be pruned to a 48" height at roadside locations and only the vertical face of plantings shall be pruned at right of way fence line locations.

- 7.2.6 All plumbago, fire bush, bougainvillea, Texas sage, and primrose jasmine plantings shall be severely pruned once every year, beginning in March and to be completed by the end of April. Plumbago plantings pruned to approximately 12" height or as directed by the Authority's Landscape Architect. Fire bush and bougainvillea plantings shall be pruned to approximately 24"-30" height. Texas sage and primrose jasmine plantings shall be pruned to approximately 36" height.
- 7.2.7 All dune sunflower plantings shall have the dead material pruned out of the beds in February taking care not to disturb the remaining root material. The removal of dead material shall be carefully performed during each subsequent three week maintenance cycle.
- 7.2.8 Confederate jasmine and Lantana plantings shall be pruned in March to a height of 12" to maintain a uniform groundcover appearance. Growth on fence lines on top of planter walls, climbing on walls, and on signs and structures shall be pruned during each three week maintenance cycle. Growth on ROW fence lines shall be pruned to remove dead material only.
- 7.2.9 Juniper groundcovers and hedge material shall have dead / damaged material carefully pruned out in February prior to the March fungicide application to control Phomopsis Blight. Prune 3" below damaged shoots and ensure that pruning equipment / clippers are sterilized after each cut by dipping the equipment in a pre-approved solution (alcohol, 1 part bleach / 3 parts water mix, or a commercial product). Solution and pruning technique must be pre-approved by the Authority's Landscape Architect. The pruning and equipment sterilization procedure are to be followed every time dead material is removed from any juniper planting on the system.
- 7.2.10 Ground covers (lantana, confederate jasmine, dune sunflower, etc.) shall be edged and pruned throughout the year to contain them within their planting beds. Pruning of groundcovers that overhang concrete drainage gutters at the tops of overpass retaining walls shall be pruned only as directed by the Authority's Landscape Architect.
- 7.2.11 The Contractor shall ensure that no clippings or debris generated from annual pruning operations are left along the roadways or behind guardrails overnight. Pruning efforts are to be coordinated so that all pruned material is collected daily and disposed of offsite.
- 7.2.12 During each 3-week detailing cycle, and/or as directed by the Authority's Landscape Architect, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc., as part of the Contract. Clean-up activities following named storms shall be performed as part of the Contract, while any additional dump fees required shall be paid for out of the Work Order

Allowance (submit receipts with invoice). Allowance shall be made for the postponement of scheduled maintenance tasks in order to complete the clean-up activities.

- 7.2.16 During each 3-week detailing cycle and/or as directed by the Authority's Landscape Architect, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, mileage markers, etc., as well as to keep vegetation off of and behind guardrails. Contractor shall continuously monitor and maintain 500 feet of clear visibility distance (from outside "slow" lane) to all roadside signage.

### 7.3 Weed Control

- 7.3.1 The Contractor shall continuously maintain all mulched areas free of weeds by hand pulling or by chemical means, as environmental, horticultural, and weather conditions permit. Thorough weeding of all planting areas in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds and tree rings, from fence to fence, within each maintenance area shall be free of weeds prior to the maintenance personnel moving on to the next area. The generated debris collected shall be removed from the site before leaving the site for the day.
- 7.3.2 The Contractor shall perform two (2) blanket applications of a combination of Pennant Magnum and Gallery 75 Dry Flowable pre-emergence herbicide (February and May) to all planting beds and tree rings to control weed seed germination. Apply mixture at 10 or more gallons per acre with a rate of Pennant Magnum at 2.0 Pts. / acre and Gallery at 1.0 lbs / acre.
- 7.3.3 2.0% solution of Glyphos Pro, or an approved equal (2.0 gallons of Glyphos Pro in 100 gallons of water) may be spot sprayed as a post-emergence herbicide. Exercise caution to prevent over-spray onto desirable plants. Mix 'Brace' anti-drift material, or an approved equal, with Glyphos Pro herbicide to control droplet size. Tall weed growth (12"+) killed by herbicide application shall be removed and disposed of off-site.
- 7.3.4 During each 3-week maintenance cycle the Contractor shall control weeds along right-of-way fence lines with a 2.0% solution of Glyphos Pro. Apply the solution on a non-windy day and use anti-drift material to reduce droplet size. Dead vegetative material shall be entirely removed from the vertical surface of the fence fabric during subsequent cycles. Treat all fence lines, including right-of-way fence lines, located within turf management areas and located adjacent to any ornamental planting bed maintained under this Contract. Fence lines that are separated from adjacent planting beds by turf areas maintained by others are not required to be treated.

- 7.3.5 The post-emergence herbicide "Fusilade II" may be sprayed "over the top" of non-grassy ornamentals for the selective control of actively growing grassy weeds. "Fusilade II" shall not be used on Sand Cord Grass, Gulf Muhly Grass, Fakahatchee Grass, or other ornamental grass plantings. The application rate for "over the top" treatment is 1.0 quarts of "Fusilade II" herbicide and 1.0 pints of an approved non-ionic surfactant mixed in 50 gallons of water. Spray to obtain thorough coverage, but not to the point of run-off. "Over the top" application of "Fusilade II" can only be performed on ornamentals listed on the product label. Follow label directions for personal protection equipment, and other safety and precautionary measures related to its use.
- 7.3.6 Contractor shall submit a daily Pesticide Application Record (provided by the Authority's Landscape Architect) reporting the herbicide application activities to the Authority's Landscape Architect on a weekly basis.

#### 7.4 Litter and Debris Removal

- 7.4.1 The Contractor shall be responsible for the pickup and removal of all non-hazardous items and continuously maintain all mulched areas, adjacent pond or ditch edges, and limited paving and other 'hardscape' areas free of litter and debris. Litter and debris includes, but is not limited to, all plastic and paper products, cans, glass, wood, rocks, bricks, pieces of concrete, tires, dead animals, palm fronds, palm boots, branches or limbs smaller than 10' long and 4" diameter. Limited paving areas include sidewalks, parking areas and driveways at all toll plazas and along guardrails, curb/gutter areas, and concrete swales directly adjacent to planting beds and turf areas maintained under this Contract.
- 7.4.2 Thorough removal of all litter and debris from all planting areas (and limited paving areas) in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds and tree rings, from fence to fence, within each maintenance area shall be free of all litter and debris. This includes litter located within right-of-way fences under highway overpasses that are landscaped on either side or are within a turf management area. The generated material shall be collected and removed from the site prior to the maintenance personnel moving on to the next area or leaving the site for the day. Mulch, fronds, and other plant debris on paving areas and roadside shoulders adjacent to planting areas shall also be collected and removed.
- 7.4.3 All collected litter shall be removed daily. No collected litter shall be left on the project property overnight.

## 7.5 Mulching

- 7.5.1 The Contractor shall furnish and apply pine bark nuggets and pine straw mulch at ornamental planting beds and tree rings each year beginning in April and completing the application by the end of June, or as directed by the Authority's Landscape Architect. The pine bark mulch shall be pine bark medium nuggets, 2" in size with no impurities such as foreign matter, large pieces of un-decomposed or shredded bark, or weed seeds. The pine bark mulch shall be clean, rustic in color, and shall smell fresh with no objectionable odor. The pine straw mulch shall be dry pine needles, free of noxious weeds.
- 7.5.2 The pine bark mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the ornamental planting areas and individual tree rings at all main toll plazas, ramp toll booths, and the Authority's Administration and Operations Center. The Authority's Landscape Architect shall provide maps to the Contractor indicating the limits of pine bark mulch applications at all locations throughout the system.
- 7.5.3 The pine straw mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the remaining ornamental planting areas and individual tree rings located within the Contract limits that shall not receive pine bark mulch as directed by the Authority's Landscape Architect.
- 7.5.4 The Contractor shall remove all mulch that has been displaced onto adjacent roadways, shoulders, drainage structures, turf areas, etc. during each 3-week detailing cycle.
- 7.5.5 The Contractor shall submit a request for approval to the Authority's Landscape Architect prior to placing mulch supply trailers on Authority property. See Section 4.2.2 - Operational Requirements for additional restrictions regarding mulch trailer usage.
- 7.5.6 If mulch blowers are used in the application of the pine bark mulch, use equipment specifically designed for commercial application of mulch. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. The mulch blower applicator and source of the mulch are subject to approval by the Landscape Architect prior to application.
- 7.5.7 Pine bark mulch and pine straw mulch shall comply with all applicable State of Florida mulch and compost laws and regulations. If mulch is delivered in bulk, provide documentation of content, quantity and weight at the time of application.

## 7.6 Fertilization

7.6.1 The ornamental shrub and groundcover fertilizer shall be granular 13-2-13 and shall be applied as described below. The Contractor shall provide the shrub and groundcover fertilizer, 13-2-13, containing the following:

- 13 % total nitrogen (containing 4.98 units of slow release nitrogen) derived from poly sulfur coated urea, ammonium sulfate, activated sewage sludge.
- 2% available phosphorus (P<sub>2</sub>O<sub>5</sub>) derived from diammonium phosphate.
- 13% potash (K<sub>2</sub>O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 2.00 % Water soluble magnesium (Mg)
- 0.19 % Manganese (Mn)
- 0.06 % Copper (Cu)
- 3.00 % Iron (Fe)
- 0.06 % Zinc (Zn)
- 0.02 % Boron (B)
- 7.44 % Sulfur (f)
- 0.0005 % Molybdenum (Mo)
- 4.0 % Calcium (Ca)

7.6.2 Fertilizer shall be applied to all planting areas three (3) times per year (March, June and September) at a rate of 7.5 pounds per 1,000 square feet of ornamental planting bed or 327 lbs/acre, unless directed otherwise by the Authority's Landscape Architect. Fertilizer may be applied by hand or by a mechanical spreader (approved by the Authority's Landscape Architect) insuring uniform coverage. Application by hand shall be accurately performed or equipment shall be accurately calibrated to ensure that the specified application rate is followed. Fertilizer shall be applied to soil surface around each plant and not on plant crown. Fertilizer shall be applied when the shrub and groundcover material is dry and not over an early morning dew. Contractor to ensure that fertilizer is not left on foliage causing leaf burn.

7.6.3 Prior to the beginning of each application cycle, the Contractor shall first submit a copy of a state inspection of analysis of a random sample of the delivered fertilizer to be applied along with an actual certified fertilizer label for approval. If the fertilizer analysis does not meet or exceed the guaranteed analysis as stated on the product label (as determined by the Authority's Landscape Architect), the entire shipment

may be rejected. The Contractor may request that a different random sample of the delivered fertilizer be re-analyzed for approval prior to replacing the entire shipment. The Contractor shall submit an actual certified fertilizer label, legible and otherwise suitable condition to the Authority's Landscape Architect for filing.

7.6.4 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer shall not be acceptable for application.

7.6.5 Additional supplemental fertilization applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):

- Plumbagos, Lantana , and Dune Sunflower - perform six (6) foliar/drench applications of Peter's 10-30-20 liquid fertilizer (April, May, July, August, October, November) or as directed by the Authority's Landscape Architect. Apply Peter's 10-30-20 liquid fertilizer mixed at a rate of 1 lb / 100 gallons of water. The tank mixture shall include an approved indicator dye. Provide sufficient amount of indicator dye for application monitoring, while also following label rate. Tank mixture shall be applied at a rate of 3.0 gallons / 100 sf of planting area (1/4 gallon / plant).

7.6.6 All fertilizer shall be kept out of water bodies and be removed immediately from all paved surfaces, concrete swales, walks, and roadways.

7.6.7 If fertilizer is delivered in bulk, submit to the Authority's Landscape Architect documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags and/or product purchase and delivery receipts to Authority's Landscape Architect to verify weight and content. A listing bag usage and/or tonnage applied per area shall be included in the daily maintenance activity report emailed to the Authority's Landscape Architect.

## 7.7 Insect and Disease Control

7.7.1 All landscape areas shall be continuously monitored for infestations of insects, (mites, thrips, caterpillars, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify the Authority's Landscape Architect of discovered infestations/diseases and request directions for proper treatment. The Authority's Landscape Architect shall also make periodic inspections of landscape areas to identify any infestations of insects or diseases and shall give directions to the Contractor for proper treatment. Once given application directions from the Authority's Landscape Architect the Contractor shall perform the treatment for proper control within one week of notification or shall inform the Authority's Landscape Architect within three days of notification of a proposed later application date. The Authority's Landscape Architect shall determine if the application should



take precedence over the performance of other scheduled tasks. Any treatments requiring multiple applications shall be performed at the intervals specified.

- 7.7.2 Applications required to control identified infestations of insects and plant diseases which threaten the health and vigor of existing plant material (other than the preventative applications listed in subsection 7.7.7) shall be performed as directed by the Authority's Landscape Architect as part of this Contract. Payment for applications will be made from the Work Order Allowance.
- 7.7.3 The Contractor shall follow all requirements as specified in section 5.0, Chemical Applications, for the performance of all pesticide and fungicide applications.
- 7.7.4 The Contractor shall notify the Authority's Landscape Architect of any scheduled treatment prior to the execution of any chemical application. No applications shall be performed without prior notification to the Authority's Landscape Architect. The Contractor may be required to re-perform any application performed without prior notification to the Authority's Landscape Architect. All over spray shall be prevented and contact with the public, their property or pets shall be strictly avoided.
- 7.7.5 All fire ant mounds located in planting areas or on paving areas directly adjacent to planting areas are to be spot- treated with Extinguish insecticide whenever mounds are observed. Applications shall be performed, at minimum, during each three (3) week maintenance cycle (17 cycles / year). 'Live' mounds shall be treated by applying a small amount of the product on top of the mound, taking care not to disturb the mound. Previously treated, non-active mounds shall be knocked down during the next detailing cycle and the soil dispersed and then covered with mulch. Re-treat mounds as necessary to kill ant colony.
- 7.7.6 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.
- 7.7.7 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1).:
- Cord grass, Fakahatchee grass, Gulf Muhly grass – Perform one (1) spray application (February) (following the completion of the annual cordgrass, fakahatchee grass pruning) with Prescription Treatment Ultra-Fine Oil to control scale. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all leaf blade surfaces and plant crown.

- Agave, Aloe, Yucca species – Perform one (1) foliar applications of copper fungicide Kocide 101 (June) or as directed by the Authority's Landscape Architect to control leaf spot. Apply Kocide 101 at the label rate.
- All Plant Material (except ornamental grasses) at Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter - Perform two (2) foliar applications (March) with 'Prescription Treatment Ultra-Fine Oil' to control scale, mites, thrips, etc. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Repeat application at 7- 10 day interval.
- All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter - Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.
- All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter - Perform six (6) foliar applications alternating with 'Zyban WSB' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May – repeat at 28 day interval - June) and with 'Spectro 90WDG' (2x) August - repeat at 14 day interval) Foliar Apps for Leaf Spot, etc. Apply 'Zyban WSB' at a mixing rate of 1.5 lbs (4 -6oz bags) / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Apply 'Spectro 90WDG' at a mixing rate of 2 lbs /100 gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- All Plant Material at Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter, and all Oleander, Fakahatchee, Coontie, and Plumbago Plantings – Perform two (2) drench applications with 'Merit 2F' (2x) (April, July) insecticide for Thrips, Aphids, Scale, and Caterpillars. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 10 gallons of mixture / 1,000 square feet of bed area. Apply prior to 10-30-20 fertilizer app.
- Coontie Palms (not located at Main Toll Plazas) Perform four (4) foliar applications with 'Prescription Treatment Ultra-Fine Oil' (2x) (March – repeat at 7 day interval) and (2x) (June – repeat at 7 day interval) to control scale. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture

agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.

- Dune Sunflower and Junipers at SR 408 / Clark Rd, SR 417 / Univ. Blvd., Curry Ford Rd., I-Drive - Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.
- Dune Sunflower, Lantana - Perform six (6) foliar applications alternating with 'Zyban WSB' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May - repeat at 28 day interval - June) and with 'Spectro 90WDG' (2x) August - repeat at 14 day interval) Foliar Apps for Leaf Spot and Powdery Mildew. Apply 'Zyban WSB' at a mixing rate of 1.5 lbs (4 -6oz bags) / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Apply 'Spectro 90WDG' at a mixing rate of 2 lbs /100 gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- Fakahatchee Grass (spot treatment) - Perform two (2) spray applications with Ardent (2x at 7 day interval) as directed by the Authority's Landscape Architect to control scale and mites. Grass is to first be pruned to 18" to remove damaged leaf blades. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply to thoroughly coat all leaf blade surfaces and plant crown. Limits of pruning area and treatment area to be determined with the Authority's Landscape Architect prior to application. It is anticipated that numerous locations shall require treatment through out each year.
- Junipers at SR 408 / Clark, SR 417 / Univ. Blvd., Curry Ford Rd., I-Drive' - Perform four (4) foliar applications alternating with 'Zyban WSB' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May - repeat at 28 day interval - June) Foliar Apps for Phomopsis Blight. Apply 'Zyban WSB' at a mixing rate of 3 lbs (8-6oz bags) / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- Junipers (Including Southern Red Cedars) - Perform two (2) foliar applications with 'Prescription Treatment Ultra-Fine Oil' (2x) (March - repeat at 7 day interval) to control mites. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.

- Junipers (Including Southern Red Cedars) - Perform two (2) foliar applications with 'Ardent' (2x) (June-repeat at 7 day interval) or as directed by the Authority's Landscape Architect, to control mites. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Prune dead / damaged material prior to application as directed.
- Oleander - Perform one (1) foliar applications with 'Prescription Treatment Ultra-Fine Oil' (March) to control snow scale. Apply 'Prescription Treatment Ultra-Fine Oil' at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all stem surfaces. Perform application immediately following annual pruning.
- Oleanders – Perform two (2) foliar applications with 'Bifen IT' as directed by the Authority's Landscape Architect to control caterpillars and aphids. Apply 'Bifen IT' at the mixing rate of 21.7 ounces / 100 gallons of water. Localized applications may be directed to control limited pest pressure.
- 'Plumbago - Perform two (2) foliar applications with 'Prescription Treatment Ultra-Fine Oil' (2x) (May-repeat at 14 day interval) to control thrips. Apply 'Prescription Treatment Ultra-Fine Oil' at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Perform application immediately following annual pruning.
- Plumbago, Lantana, Indian Hawthorne, Viburnum, Loropetalum, Ligustrum – Perform two (2) foliar applications with 'Conserve SC' (2x) (June-repeat at 7 day interval) as directed by the Authority's Landscape Architect, to control thrips. Apply 'Conserve SC' at a mixing rate of 11.0 fl oz / 100 gallons of water. Provide complete and uniform coverage to all plant leaf (upper and lower) surfaces and stem surfaces.
- Plumbago, Lantana, Indian Hawthorne, Viburnum, Loropetalum, Ligustrum – Perform two (2) foliar applications alternating with 'Ardent' (1x) (September) as directed by the Authority's Landscape Architect followed at a 14 day interval by 'Tristar' (1x) combined with 'Lure' (1x) insecticide to control thrips. Apply 'Ardent' at a mixing rate of 8.0 ounces / 100 gallons of water. Apply 'Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include Lure at a mixing rate of 32 oz / 100 gallons of water and A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Localized applications may be directed to control limited pest pressure.

7.7.8 All specified applications shall be performed on schedule as listed in the Annual Landscape Maintenance Schedule. The Authority reserves the right to cancel any application that is not performed on schedule and to deduct the cost of the application (based on the submitted Bid Form) from the Contractor's monthly compensation. Prior to the scheduled performance of an application, the Contractor may request a postponement or adjustment of its execution date for consideration by the Authority's Landscape Architect. A postponement request does not relieve the Contractor of its obligation to perform the application on schedule as specified.

7.7.9 The Contractor shall perform all specified or directed applications at the specified intervals, with the specified mixing and application rates, using the correct application technique, and including all specified additives as listed above or as directed.

7.7.10 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the Authority's Landscape Architect) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the Authority's Landscape Architect. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.

#### 7.8 Hand Watering

7.8.1 The Contractor shall provide hand watering, as directed by the Authority's Landscape Architect for all planted shrubs that are not fully covered by irrigation. Hand watering shall be paid for out of the Work Order Allowance at an agreed unit price per 1,000 gallons.

7.8.2 Water source for all hand watering shall be provided by the Contractor. All watering equipment shall be the responsibility of the Contractor.

7.8.3 At the first sign of drought stressed condition of plant material, the Contractor shall promptly notify the Authority's Landscape Architect and request approval to begin hand watering. The Contractor shall determine appropriate hand watering application rates to ensure the health and survival of the plant material. Any plant material that declines beyond acceptance by the Authority's Landscape Architect or dies due to late notification of drought stressed condition by the Contractor and lack of watering shall be replaced at the Contractor's expense. If the Authority's Landscape Architect, after proper notification, does not direct the Contractor via email within three (3) days of notification to begin hand watering, the Contractor is relieved of its responsibility for plant material lost due to drought stress.

## 8.0 TREE CARE

### 8.1 Description

- 8.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching, fertilizer application, insect and disease control, and tree removal at all existing ornamental trees located on the Authority property on S.R. 408 and S.R. 417 as defined in Section 1.0, Project Scope. Tree care activities (pruning, weeding, litter and debris removal, mulching, staking, and removal of dead small caliper trees) shall be performed in the specific landscape maintenance areas as designated on the Landscape Maintenance Report forms, once every three (3) weeks in conjunction with the planting area detailing cycles. Chemical applications for insect and disease control and fertilizer applications shall be performed periodically as described below.
- 8.1.2 Tree care maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and shall be exactly followed in the performance of these tasks.
- 8.1.3 Re-performance of any tree care maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the Authority's Landscape Architect shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the Authority's Landscape Architect. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.
- 8.1.4 Any turf or ornamental plant material damaged due to improper tree care maintenance activities shall be replaced by the Contractor, at no additional cost to the Authority.

### 8.2 Pruning

- 8.2.1 Pruning in general shall consist of the removal of dead (particularly lower limbs on pines), broken, fungus-infected, insect-infected, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps and all other superfluous growth within the project limits. The Contractor shall perform Class I and Class II pruning to all trees within the project limits as necessary to promote the safety and security of the Authority employees and customers by removing obstructions of roadway signage, roadway and pedestrian traffic, roadway and toll plaza lighting; to remove all dead/diseased/damaged wood; as well as to provide clearance for mowing activities; as well as, to promote intended growth patterns and maximum aesthetics. Class I pruning shall mean pruning of all limbs and branches up to 1" in diameter and shall be performed throughout the year during the three week detailing cycles. Class

II pruning shall be performed once a year as directed by the Authority's Landscape Architect. Class II pruning shall mean pruning of all limbs and branches between 1 ½" and 2" in diameter. Required pruning activities do not include canopy thinning. Only Class II pruning as directed by the Authority's Landscape Architect for aesthetic reasons shall be paid for out of the Work Order Allowance.

- 8.2.2 Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.
- 8.2.3 The Contractor shall remove all sucker growth from the base of all trees in each landscape maintenance area during each three-week maintenance cycle.
- 8.2.4 The Contractor shall immediately remove any limbs, which, in the opinion of the Authority's Landscape Architect pose a threat to public safety (i.e., blocking vehicular sight distances, overhanging roadsides, overhanging pedestrian walkways, etc.). The Contractor shall provide equipment as necessary at no additional cost to the Authority.
- 8.2.5 During each 3-week detailing cycle and/or as directed by the Authority's Landscape Architect, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc.
- 8.2.6 During each 3-week detailing cycle and/or as directed by the Authority's Landscape Architect, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, etc. Contractor shall continuously monitor and maintain 500' clear visibility distance (from outside "slow" lane) to all roadside signage.
- 8.2.7 The Contractor shall discuss pruning technique and methodology with and receive authorization from the Authority's Landscape Architect prior to proceeding with pruning of following items:
  - Oaks -Generally prune trees to maintain the desired uniform natural appearance by thinning or tipping. A prominent central leader should be visible. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian clearance. The Oak trees shall not be lifted more than 6' from the ground to facilitate mowing operation underneath the tree canopy. All sucker growth shall be removed during each three-week maintenance cycle.
  - Crape Myrtle – All crape myrtle trees shall be pruned in February, as directed by the Authority's Landscape Architect to maintain a round head.

Severe topping shall not be performed. All sucker growth shall be removed during each three-week maintenance cycle.

- Ligustrum – All ligustrum trees shall be hand clipped as necessary to maintain a mushroom shaped form and to remove sucker growth during each three-week maintenance cycle.
- Magnolias - Prune only sucker growth and to maintain an attractive, pyramidal appearance. Lower foliage shall be retained. Do not lift more than 2' above finish grade unless necessary to create separation between lower foliage and exiting shrubs.
- Sabal Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all sabal palms located at all Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter two (2) times per year in January and July. Dead fronds on palms located in other areas shall remain on the trees and be removed offsite when they fall from the tree.
- Washingtonia Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all Washingtonia palms located at the Authority's Administration and Operations Center, four (4) times per year in January, April, July, and October.
- Medjool Palms, Pindo Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown once per year in July. from of all Medjool and Pindo palms located at the Authority's Administration and Operations Center, and the raised SR 408 median planter and the Anderson St on and off ramps to SR 408 as directed by the Authority's Landscape Architect.
- Pines – Remove dead lower branches during each three-week maintenance cycle. Prune other branches as necessary in the winter, during inactive growth period of to avoid any sap exudation (bleeding).
- Cypress, Maples, Sycamores, Bay Trees, Drake Elms – Prune only as directed by the Authority's Landscape Architect. All sucker growth is to be removed during each three-week maintenance cycle.

8.2.8 Contractor shall prune all ornamental trees not listed above once (1) yearly during late winter/early spring (late February - March) as directed by the Authority's Landscape Architect.



### 8.3 Weed Control

Contractor shall perform weed removal from all tree rings within the project limits during each three-week cycle as described in section 7.3 above.

### 8.4 Litter and Debris Removal

Contractor shall perform litter and debris removal from all tree rings within the project limits during each three-week cycle as described in section 7.4 above.

### 8.5 Mulching

Contractor shall install 36" minimum diameter mulched tree rings at all trees located in turf areas within the project limits as directed by the Authority's Landscape Architect. See section 7.5 above for specifications regarding mulch type, depth, and installation/maintenance requirements.

### 8.6 Fertilization

Contractor shall fertilize all ornamental trees located within the project limits, except pines, with 13-2-13 as per the specifications listed in section 7.6 above.

### 8.7 Insect and Disease Control

8.7.1 All landscape areas shall be continuously monitored for infestations of insects, (caterpillars, mites, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify Authority's Landscape Architect of discovered infestations/diseases and request directions for proper treatment. Once given application directions from the Authority's Landscape Architect, the Contractor shall immediately perform the treatment for proper control. Contractor shall submit a daily Pesticide Application Record (provided by the Authority's Landscape Architect) reporting the application activities report to the Authority's Landscape Architect on a weekly basis.

8.7.2 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.

8.7.3 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):

- Crape Myrtles – Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area.
- Crape Myrtles –Perform four (4) foliar applications alternating with 'Heritage' (2x) (May - June at 28 day interval) and 'Zyban WSB' (2x) (August at 14 day interval) or as directed by the Authority's Landscape Architect, to control powdery mildew. Apply 'Heritage' at a mixing rate of 2.0 fluid oz / 100 gallons of water. Apply 'Zyban WSB' at a mixing rate of 3 lbs (8-6oz bags) / 100 gallons of water. Spray mixtures to include A-S Complex spreader sticker.
- Crape Myrtles –Perform two (2) drench applications with 'Merit 2F' (2x) (April, July) insecticide for Aphids. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 20 gallons of mixture / 1,000 square feet of root ball area Apply prior to 10-30-20 fertilizer app.
- Crape Myrtles –Perform two (2) foliar applications with Tristar' insecticide as directed by the Authority's Landscape Architect to control aphids. Apply Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.
- Magnolias – Perform three (3) foliar applications of a combination of Prescription Treatment Ultra-Fine Oil insecticide and Cleary's 3336 fungicide (March, June, and September) or as directed by the Authority's Landscape Architect to control scale and sooty mold. Apply Prescription Treatment Ultra-Fine Oil at the label rate of two (2) gallons / 100 gallons of water and Cleary's 3336 at a mixing rate of 14 fluid ounces / 100 gallons of water. Provide constant mixture agitation during application.
- Magnolias – Perform two (2) foliar applications of copper fungicide Kocide 101 as directed by the Authority's Landscape Architect to control black mildew, and Algal and Colletotrichum leaf spot. Follow label rates for Kocide 101 application.
- Palm Trees - Monitor for signs of Ganoderma Zonatum 'Butt Rot' (fungal brackets on trunk, mushrooms at base, or softness of trunk). When identified by either the Contractor or the Authority's Landscape Architect, the infected tree shall be immediately removed including the stump and entire root mass to an offsite location and destroyed. The cost of the removal will be paid for from the Work Order Allowance.

- Pindo Palms, Medjool Palms – Perform four (4) bud drench applications of Subdue Maxx fungicide (March, May, July, and September) or as directed by the Authority's Landscape Architect. Apply Subdue Maxx at a mixing rate of 2.0 fluid ounces/ 100 gallons of water. Use proper equipment and sufficient quantity of material to thoroughly soak palm bud.
- Pindo Palms, Medjool Palms – Perform four (4) root drench applications of Banrot 40WP fungicide (March, May, July, and September) or as directed by the Authority's Landscape Architect to control root rot. Apply at a mixing rate of 8.0 ounces / 100 gallons of water per 400 square feet (equivalent to 1 quart / sf) of bed area.
- Pindo Palms, Medjool Palms - Perform two (2) bud drench applications of 'Merit 2F' insecticide (March and July) or as directed by the Authority's Landscape Architect to control weevils. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water
- Medjool Palms – Perform two (2) bud and trunk drench applications of 'Cleary's 3336' Fungicide (July - 2X at 14 day interval) bud and trunk drench - immediately after annual pruning. Apply 'Cleary's 3336' at a mixing rate of 16 fl oz / 100 gallons of water. Use proper equipment and sufficient quantity of material to thoroughly soak palm bud and trunk.

8.7.4 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the Authority's Landscape Architect) shall be provided at the Contractor's expense.

## 8.8 Hand Watering

Contractor shall perform hand watering at any trees located within the project limits as directed by the Authority's Landscape Architect and as per the specifications in section 7.8 above.

## 8.9 Staking

8.9.1 The Contractor shall ensure all newly installed and existing trees are maintained in a straight and plumb position.

8.9.2 Tree staking inspection and correction shall occur during each three-week maintenance cycle. The Contractor shall use only approved staking material that does not damage the tree. Remove stakes only as directed by the Authority's Landscape Architect.

## 8.10 Tree Removal

- 8.10.1 Contractor shall be required to remove any tree, as directed by the Authority's Landscape Architect within the project limits. Payment from tree removal and disposal for trees larger than 3" caliper will be made from the Work Order Allowance. Smaller caliper trees, which can be cut at ground level, shall be removed (as directed by the Authority's Landscape Architect) at no additional cost to the Authority.
- 8.10.2 The removal of trees shall be accomplished by removing and lowering to the ground suitable sized sections of limbs or trunk starting at the top and working progressively downward to the ground. The main trunk shall be sawed at or below the ground surface.
- 8.10.3 Before making any cuts, suitable ropes, slings, guide lines, and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section. All safety precautions must be observed to avoid injury.
- 8.10.4 No limb or section of a tree shall be left in place after the first cut has been made for its removal.
- 8.10.5 Stumps shall not be left on-site. Contractor shall grind large stumps to level of finish grade as directed by Authority's Landscape Architect. Stump grinding and removal shall be paid for from the Work Order Allowance.
- 8.10.6 All underbrush, shrubs, and trees removed shall be immediately and properly disposed of off-site, especially removed pine trees infested with pine bark beetles and palm trunks and root mass infected with Ganoderma Zonatum 'Butt Rot'.
- 8.10.7 All underbrush, shrubs, trees and woody growth with less than 4" trunk diameter shall be removed if directed by the Authority's Landscape Architect from within the drip line of each tree specified for removal.

## 9.0 "NO-MOW" AREAS

- 9.1 "No-Mow" areas are described as specific locations on the Authority system where trees (pines, oaks, maples, and cypress) and large shrubs (wax myrtles, *Viburnum obovatum*, etc.) are planted closely together creating visual barriers (buffers) to on-site and off-site views. The existing bahia turf between the trees is left un-mowed, creating a naturalistic appearance. All "No-Mow" areas to be maintained under this Contract are delineated in the "No-Mow" Area Reference Maps (Attachment #3).

- 9.2 All “No-Mow” areas shall be maintained during each three week detailing cycle in terms of litter and debris removal as described in Section 6.0, Shrubs/Vines/ Groundcover Care and in terms of tree pruning and staking in Section 7.0, Tree Care. Weed removal shall occur three (3) times a year as described below.
- 9.3 The Contractor shall be responsible for the complete removal of all noxious weeds (e.g., dog fennel, ragweed, Spanish needle, guinea grass, primrose willow, etc.) and all climbing vines three (3) times a year (March, June, and September) from each “No-Mow” area location within the project limits. Each “cleaning” cycle shall be completed in its entirety at all “No-Mow” areas within sixty (60) days.
- 9.4 The removal of all weeds shall be performed in a manner that will not be detrimental to any surrounding desirable vegetation (Bahia turf, Slash Pines, Oaks, etc.) Hand pulling and removal of weed growth is recommended. Limited string trimming is allowed, but special care shall be taken not to damage pine trunks or Saw Palmetto plantings with string trimming activities.
- 9.5 Mulching of “No-Mow” areas is permitted where turf growth is sparse. Mulch coverage shall be maintained during each 3-week cycle and slope stabilization shall not be compromised due to turf removal. Slope failure caused by intentional turf removal or turf lost due to Contractor negligence shall be repaired by the Contractor at no additional cost to the Authority.
- 9.6 All debris generated from the “cleaning” of each “No-Mow” area shall be collected and removed from the site. Debris shall be allowed to be left onsite for no more than two days before it shall be collected and removed. No collected debris shall be left on the project property over the weekend.
- 9.7 Any re-performance of weed removal, (or other specified maintenance task) required due to Contractor negligence or incomplete performance (as determined by the Authority’s Landscape Architect) shall be provided at the Contractor’s expense. Any turf or plant material damaged due to improper maintenance activities (as determined by the Authority’s Landscape Architect) shall be replaced by the Contractor, at no additional cost to the Authority.

## **10.0 IRRIGATION SYSTEM**

### **10.1 General Requirements**

- 10.1.1 The Contractor shall be responsible for the monitoring, adjustment, maintenance, and repair of the irrigation systems at all Main Toll Plazas, the Authority’s Administration and Operations Center, and S.R. 417/International Drive to ensure that all plant material watered by each system receive sufficient moisture to maintain plant health and vigor.

- 10.1.2 The Contractor shall promptly perform system repairs as necessary to ensure continual, full operation of all system parts with limited disruption of the irrigation program. The cost of the repair/replacement of pumps, timers, and control valves shall be paid for from the Work Order Allowance. The cost of all other system repairs/replacements shall be included as part of this Contract.
- 10.1.3 Each automatic irrigation system shall be programmed weekly, as necessary, to provide watering frequency sufficient to replace soil moisture at the plant material root zone.
- 10.1.4 All irrigation shall run between 1:00 a.m. and 7:00 a.m., if possible, and in accordance with water usage restrictions in effect through the St. Johns River Water Management District. Any digression from this schedule requires the approval of the Authority's Landscape Architect.
- 10.1.5 Any modifications to the irrigation systems shall be submitted to the Authority's Landscape Architect in writing for approval. If the original request is not satisfactory to the Authority's Landscape Architect an alternate plan may be requested. The Contractor shall submit detailed record drawings to the Authority's Landscape Architect within thirty (30) days after work is completed.
- 10.1.6 The Contractor shall provide qualified, certified and capable subcontractors and suppliers to supply services and parts that are equal to or better than the services and parts that were previously used or found in use and with 100% compatibility with existing equipment.
- 10.1.7 The Contractor shall prepare an estimate of cost for parts/tests and labor and receive a work order from the Authority's Landscape Architect prior to proceeding with any repair and/or replacement of equipment. The work order will indicate the work to be performed and the agreed compensation.
- 10.1.8 The Contractor shall guarantee for ninety (90) days the workmanship of a repair. In the event the repair fails within the guarantee period and such failure is the result of the parts provided by the Contractor or the workmanship of the Contractor, the corrections shall be made by the Contractor at no additional cost to the Authority.

## 10.2 Monitoring/Adjustments

- 10.2.1 The Contractor shall inspect the entire operation of each system and perform any maintenance required to keep system fully operational no less than once each month. A written inspection report shall be forwarded to the Authority's Landscape Architect once each month. During each inspection, the Contractor shall perform the following:
- Activate each zone of the existing system.
  - Visually check for and report any damaged heads or ones needing repair.

- Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- 10.2.2 The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.
- 10.2.3 Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Authority's Landscape Architect.
- 10.2.4 Any adjustments to the spray nozzles, spray patterns, controllers, etc., required to provide optimum growth of the landscape shall be performed by the Contractor.
- 10.3 Valve/Valve Boxes
- 10.3.1 The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- 10.3.2 The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, per the original construction details.

## **11.0 PLANT REPLACEMENT**

- 11.1 At the direction of the Authority's Landscape Architect, the Contractor shall provide, install and maintain plant material to replace designated plants that are damaged, dead, or missing. Plant replacements that are required due to the negligence of the Contractor (as determined by the Authority's Landscape Architect) shall be replaced at no cost to the Authority. Required plant replacements that are not due to the negligence of the Contractor will be paid for from the Work Order Allowance.
- 11.2 At the execution of the Contract, the Contractor shall submit a plant material unit cost list, which shall be used as a basis for determining plant replacement pricing. The unit cost shall include the price of the material, installation, mulching, staking as necessary, establishment period maintenance, and a one-year replacement guarantee. The unit cost shall be used for pricing of Work Order Allowance payment and for calculating deducts for required replacements not performed as directed.
- 11.3 Plant material replaced due to the negligence of the Contractor shall be of a size and quality equal to or better than the material at the time of its loss.
- 11.4 All plant material provided by the Contractor shall be Florida #1 or better as outlined in the 'Florida Grades and Standards for Nursery Plant Material'. All plant material is subject to review and approval by the Authority's Landscape Architect.

- 11.5 Plant replacement projects shall begin with the Authority's Landscape Architect forwarding to the Contractor a required Plant List, specifying the plant species, quantity, size and spacing; and a Plant Replacement Map(s) indicating the location and quantity of the various plant species to be installed. For work paid for from the Work Order Allowance, the Contractor shall submit a price proposal and tentative installation schedule for review and approval. For replacement projects due to Contractor negligence, only the schedule shall be submitted. Upon completion of installation (and acceptance by the Authority's Landscape Architect), the Contractor shall maintain the material for a (365) day establishment period. This includes supplemental watering as necessary to promote optimal plant health.

Any plant material lost or rejected by the Authority's Landscape Architect during that period shall be replaced, at no additional cost to the Authority, within (21) days of notification of rejection, and the new material shall begin a (365) day establishment period from the new date of installation.

- 11.6 For plant replacements due to Contractor negligence, the Contractor shall begin the replacement effort within (30) days of receipt of the Plant List and Plant Replacement Map(s). The plant replacement installation work, once begun, shall proceed uninterrupted until completion and acceptance by the Authority's Landscape Architect. In the event that a required plant replacement effort is not performed as directed or is not performed within the time frame listed above, the Authority reserves the right to withhold the amount for the replacement material (based on the submitted unit costs) from the Contractor's monthly compensation until the work is completed to the Authority's satisfaction.

## **12.0 ADDITIONS TO PROJECT SCOPE**

- 12.1 During the Contract term it is anticipated that at least one landscape improvement project will be under construction on the Authority system and will be added to the Contract scope upon completion.
- 12.2 Additional proposed landscape improvement projects are anticipated to be designed, completed, and added to the Contract scope during the three (3) year Contract term. An estimated New Construction Allowance amount has been included in the Contract to fund the addition of these projects to the Contract Scope. Following completion of installation and prior to project turn over, the Contractor shall submit, for review and approval by the Authority's Landscape Architect, a price proposal based on the lowest unit costs from the initial Contract pricing or current pricing in effect for based on CPI index changes incorporated for renewal years 4 and 5.
- 12.3 The Contractor shall inspect the newly installed material under each project and notify the Authority's Landscape Architect as to any problems or concerns that should be addressed prior to accepting the improvements for maintenance. Upon acceptance of the project for maintenance, the Contractor assumes full responsibility for the continued health of the plant



material. Any material lost or damaged after acceptance due to negligence on the part of the Contractor (as determined by the Authority's Landscape Architect) shall be replaced by the Contractor at no cost to the Authority. The Contractor will not be responsible for plant material lost due to uncontrollable circumstances (i.e., mushroom root rot, Ganoderma Zonatum 'Butt Rot', etc.). The Contractor will also not be responsible for plant material lost due to borers and nematodes during the first year following turn over for maintenance.

- 12.4 Upon receipt of written acceptance by the Contractor of the landscape improvements, the Contractor shall begin performance of all maintenance tasks pertaining to the newly added material as per the Contract specifications and the Annual Landscape Maintenance Schedule. The Contractor is responsible for the performance of all scheduled tasks from the start date noted by the Authority's Landscape Architect.

### **13.0 ROADWAY CONSTRUCTION PROJECTS**

During the Contract term, sections of the Authority system may be removed from the Contract scope due to ongoing roadway i. of Oxalis mprovement construction project such as sections of S.R. 417 at Boggy Creek Road When landscape improvements currently maintained under the Contract are removed from the project scope, the cost to the Authority for the maintenance tasks to be performed in those areas shall be deducted from the monthly invoices submitted by the Contractor. The amount of the construction deduction shall be calculated based on pricing from the Price Proposal, required maintenance tasks listed in the Annual Maintenance Schedule and plant material and right of way area quantities determined from site maps and field inventories. The Authority's Landscape Architect will forward to the Contractor a spread sheet identifying the information used to determine each monthly deduction. The information shall be sent via email no later than one week prior to the end of each month.

### **14.0 EMERGENCY RESPONSE**

#### **14.1 General**

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., stipulated in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by the Contract.

Response time, unless otherwise directed by the Landscape Architect, required by the Contractor for various maintenance activities is as follows (none posing a public safety hazard):

- Irrigation adjustments (controller, valves, spray heads) - 24 hours
- Standard repairs - one week

- Plant material replacement - two weeks

Should the Contractor fail to respond to a request for any services addressed herein within the required allotted time, the Authority will, at the Contractor's sole expense, provide the requested services.

#### 14.2 Emergency Response Plan

The Contractor shall develop, prepare and implement an Emergency Response Plan (ERP) to address emergency situations including, but not necessarily limited to:

- Irrigation line breaks
- Irrigation equipment failures
- Downed trees

Additionally, the ERP shall address the following:

- Responsible parties to be notified.
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the Authority's Landscape Architect, utility companies and others affected by the listed emergency.

Four (4) copies of a draft of the plan shall be submitted to the Authority's Landscape Architect within 30 days after the date of the Notice to Proceed. The Landscape Architect will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the Landscape Architect shall be submitted by the Contractor within 60 days after the Notice to Proceed.

#### 15.0 WORK ORDER/NEW CONSTRUCTION ALLOWANCE

The Authority has established a Work Order/New Construction Allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and Work anticipated as new landscape construction areas.

Unless necessitated due to Contractor negligence or failure to perform, payment will be made to the Contractor from the Work Order Allowance for the following work activities directed, authorized and accepted by the Authority's Landscape Architect:

1. Tree removal and disposal (solid trunk with 3"+ caliper).
2. Cycles/frequencies of mowing, weed/disease/insect control, fertilizer/fungicide applications, plant/tree trimming, pruning and shaping exceeding the cycles/frequencies specified herein.
3. Nematode control.

4. Irrigation system repairs (Repair/replacement of pumps, timers, and control valves only)
5. Plant replacement. (Not due to Contractor negligence)
6. Work performed as directed in areas removed from the project scope due to roadway construction.

Any amount remaining in the allowance upon completion and acceptance of the project remains the property of the Authority.

#### **16.0 CONTRACT TERM AND BEGINNING WORK**

- 16.1 Following execution of the Contract, the Authority will issue to the Contractor a written Notice to Proceed for the project.
- 16.2 The Contract term will be three (3) years with an option to extend the Contract for 2 one-year renewal periods. Exercise of the options will be made at the sole discretion and election of the Authority. The Authority will provide written notice of its exercise to the Contractor at least 120 days prior to the expiration of the initial three year Contract Term and any renewals. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of the option would be inequitable, the Contractor may refuse the Authority's exercise of the option. Such refusal must be communicated to the Authority in writing within 30 days from the date the Contractor receives the Authority's notice of intent to exercise the option. The Contractor shall provide to the Authority within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the Contractor are agreed to by the Authority, such revisions will be incorporated in a Supplemental Agreement to the Contract. If the Authority does not agree to the Contractor's proposed revisions, the Authority will not exercise the option to extend the Contract.

END OF SECTION

## **METHOD OF COMPENSATION**

### **1.0 PURPOSE**

This document describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

### **2.0 COMPENSATION**

For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid at the prices shown in the Price Proposal for all work completed and accepted by the Authority.

### **3.0 METHOD OF COMPENSATION**

- 3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward a draft digital copy (via e-mail) of each monthly invoice to the Authority's Landscape Supervisor for review. The draft invoice shall include a pay application spreadsheet and individual Change Proposal Requests (CPR's) for Work Order Allowance /New Construction Allowance payable tasks. Upon approval by the Landscape Supervisor, the Contractor shall submit a signed final copy of the invoice, along with copies of the above noted documents to the Director of Construction and Maintenance for processing. The signed invoice submittal shall also include a Certification of Disbursement of Previous Payments and copies of all purchase tickets for materials used in the performance of the Contract during the month. The Authority shall provide the Contractor with digital files of the standard invoice and Certification of Disbursement forms.
- 3.2 Payment for work completed by the Contractor and accepted by the Authority under the Work Order Allowance/New Construction Allowance will be made not more than once monthly. No work paid for under the Work Order Allowance/New Construction Allowance shall be performed until written authorization is given, or forwarded via email, to the Contractor by the Director of Construction and Maintenance or his designated representative. Any amounts remaining in either the Work Order Allowance/New Construction Allowance upon completion and acceptance of the project remain the property of the Authority.
- 3.3 The method of payment for work completed by the Contractor and accepted by the Authority shall be in which the turf management and landscape maintenance Contract price totals (listed in the Price Proposal) are divided into thirty-six (36) equal payments and paid monthly.

- 3.4 The Price Proposal reflects the cost of individual maintenance tasks specified in the Contract and shall be used as a basis for payment deducts and additions.
- 3.5 The compensation for the two optional renewal periods, if offered by the Authority, will be determined by using the CPI-All Urban Consumers, Not Seasonally Adjusted, South Urban Area, All Items Database. The price increase or decrease for the first renewal period will be determined by the aforementioned CPI percentage between the 16<sup>th</sup> and 28<sup>th</sup> month of the Contract term and the second renewal period will be determined between the 28<sup>th</sup> and 40<sup>th</sup> month of the Contract term.
- 3.6 Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.
- 3.7 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or it's designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract or a work order is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Construction and Maintenance, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.
- 3.8 If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by the Authority, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by the Authority from any invoice or monthly billing period until such time as the Work is determined to be acceptable.
- 3.9 The basis for withholding payments will be the Price Proposal.

#### 4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Contractor.

END OF SECTION


## **CONSENT AGENDA ITEM**

**#11**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 15, 2016

RE: Approval of Maintenance Agreement with Avaya  
for CFX Voice Messaging and Call Center Telephone Maintenance and Support  
Service  
Contract No. 001226

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Board approval is requested to enter into a maintenance agreement with Avaya in the amount of \$94,215.60 for maintenance, support and updates to CFX telephony system for a one-year period.

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

Reviewed by:   
Corey Quinn  
Chief of Technology/Operations



## SERVICE AGREEMENTS

Account Number: 0100883641  
 Statement Number: 2733698706  
 Statement Date: 06-22-2016  
 Invoice Number: 2219327120

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Purchase Order Number 003725	Sales Quotation/Order Number 0051171110	Date June-01-2016
Customer Sold To: 2683138 CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER RD ORLANDO FL 32807 USA	Tax Jurisdiction Code 1009511600	Ship To:

Remarks:

CSA Signed By:3725 Date 12/23/2015

Product/Service Description	Material/ Service Code	Lic Fee	Quantity	Service				Installation/One Time Charges	Service Charge	Purch.Price/ Lic.Fees
				Billing Start	Billing End	Expiration Date	TRM			
UTILITY MAINT CRM CTI SFTW - SFTW MAINT	178479		1.00	06/01/2016	05/31/2017	05/31/2017	18		2,455.92	
SOFTWARE MAINTENANCE 1X PREPAID CMS	187484		1.00							
UTILITY MAINT CUSTOM SOLUTIONS - 1X PREPAID	178484		1.00	06/01/2016	05/31/2017	05/31/2017	18		197.28	
1X PREPAID 7 OTHER VOICE	177801		1.00							
UTILITY MAINT PAGING PRODUCT - 1X PREPAID	178535		1.00	06/01/2016	05/31/2017	05/31/2017	18		312.48	
1X PREPAID 7 OTHER VOICE	177801		1.00							
UTILITY MAINT INTGR SYS MGT SFTW - SFTW MAINT	191036		1.00	06/01/2016	05/31/2017	05/31/2017	18			
SOFTWARE MAINTENANCE 1X PREPAID COMMUNIC	187469		1.00							
SA ON-SITE 24X7 CM MED SRV 1YPP - CM ONSITE	230072		2.00	06/01/2016	05/31/2017	05/31/2017	12		3,977.52	
CM ONSITE 24X7 1X PREPAID	245137		2.00							
SA ON-SITE 24X7 CM LG GTWY 1YPP - CM ONSITE	230222		3.00	06/01/2016	05/31/2017	05/31/2017	12		3,590.64	
CM ONSITE 24X7 1X PREPAID	245137		3.00							
SA ON-SITE 24X7 APPL MED SRV 1YPP - OTHER ONSI	230432		1.00	06/01/2016	05/31/2017	05/31/2017	12		1,381.08	
OTHER ONSITE 24X7 1X PREPAID	245337		1.00							
SA PREF AURATM R6 EE 101-1000 N1 1YPP - CM PREF 1X	238975		829.00	06/01/2016	05/31/2017	05/31/2017	12		16,016.28	
CM PREF 1X PREPAID	245122		829.00							





## SERVICE AGREEMENTS

Account Number: 010  
 Statement Number: 27336  
 Statement Date: 06-22-2016  
 Invoice Number: 2219327120

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Purchase Order Number 003725	Sales Quotation/Order Number 0051171110	Date June-01-2016
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Product/Service Description	Material/ Service Code	Lic Fee	Quantity	Service				Installation/One Time Charges	Service Charge	Purch.Price/ Lic.Fees
				Billing Start	Billing End	Expiration Date	TRM			
UPG ADV AURATM R6 EE 101-1000 N1 1YPP - UA CM SW 1	238981		829.00	06/01/2016	05/31/2017	05/31/2017	18		15,419.40	
UPGRADE ADVANTAGE CM SW 1X PREPA- ID	245620		829.00							
SA PREF AES R6 BSC TSAPI 1YPP - CC PREF 1X	240505		230.00	06/01/2016	05/31/2017	05/31/2017	12		662.40	
CC PREF 1X PREPAID	245172		230.00							
SA PREF AES R6 ADV TSAPI LG 1YPP - CC PREF 1X	240585		1.00	06/01/2016	05/31/2017	05/31/2017	12		2,499.84	
CC PREF 1X PREPAID	245172		1.00							
SA PREF AES R6 DMCC FULL 1YPP - CC PREF 1X	240625		50.00	06/01/2016	05/31/2017	05/31/2017	12		594.00	
CC PREF 1X PREPAID	245172		50.00							
SA PREF AES R6 DMCC BASIC 1YPP - CC PREF 1X	240635		50.00	06/01/2016	05/31/2017	05/31/2017	12		144.00	
CC PREF 1X PREPAID	245172		50.00							
SA PREF MM R4 AVSTR 1ST 1YPP - MM PREF 1X	240826		300.00	06/01/2016	05/31/2017	05/31/2017	12		3,204.00	
MM PREF 1X PREPAID	245222		300.00							
SA PREF CCR6 ELITE AGT 251+ 1YPP - CC PREF 1X	241878		50.00	06/01/2016	05/31/2017	05/31/2017	12		2,952.00	
CC PREF 1X PREPAID	245172		50.00							
UPG ADV AES R6 BSC TSAPI 1YPP - UA AES SW	248554		230.00	06/01/2016	05/31/2017	05/31/2017	18		579.60	
UPGRADE ADVANTAGE AES SW 1X PREP- AID	245570		230.00							
UPG ADV AES R6 ADV TSAPI LG 1YPP - UA AES SW	248594		1.00	06/01/2016	05/31/2017	05/31/2017	18		2,236.56	
UPGRADE ADVANTAGE AES SW 1X PREP- AID	245570		1.00							
UPG ADV AES R6 DMCC FULL 1YPP - UA AES SW	248614		50.00	06/01/2016	05/31/2017	05/31/2017	18		768.00	
UPGRADE ADVANTAGE AES SW 1X PREP- AID	245570		50.00							
UPG ADV AES R6 DMCC BASIC 1YPP - UA AES SW	248619		50.00	06/01/2016	05/31/2017	05/31/2017	18		126.00	



## SERVICE AGREEMENTS

Account Number: 08836  
 Statement Number: 13365  
 Statement Date: 06-22  
 Invoice Number: 2219

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Purchase Order Number 003725	Sales Quotation/Order Number 0051171110	Date June-01-2016
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Product/Service Description	Material/ Service Code	Lic Fee	Quantity	Service				Installation/One Time Charges	Service Charge	Purch Lic.
				Billing Start	Billing End	Expiration Date	TRM			
UPGRADE ADVANTAGE AES SW 1X PREP-AID	245570		50.00							
UPG ADV CCR6 ELITE AGT 251+ 1YPP - UA CC SW 1	249291		50.00	06/01/2016	05/31/2017	05/31/2017	18		1,836.00	
UPGRADE ADVANTAGE CC SW 1X PREPAID	245590		50.00							
SA PREF AAEP R7 1YPP - CC PREF 1X	249954		48.00	06/01/2016	05/31/2017	05/31/2017	12		7,539.84	
CC PREF 1X PREPAID	245172		48.00							
UPG ADV AAEP R7 1YPP - AAEP R6 1X	249961		48.00	06/01/2016	05/31/2017	05/31/2017	18		4,752.00	
AAEP R6 1X PREPAID	245735		48.00							
UPG ADV CCE R5 USR/VCE AGT 1YPP - UA CCE SW	250061		50.00	06/01/2016	05/31/2017	08/31/2016	9		1,440.00	
UPGRADE ADVANTAGE CCE SW 1X PREP-AID	245600		50.00							
SA PREF AAEP R7 ZONE 1YPP - CC PREF 1X	250950		48.00	06/01/2016	05/31/2017	05/31/2017	12			
CC PREF 1X PREPAID	245172		48.00							
UPG ADV AAEP R7 ZONE 1YPP - AAEP R6 1X	250956		48.00	06/01/2016	05/31/2017	05/31/2017	18			
AAEP R6 1X PREPAID	245735		48.00							
SA PREF AAEP R7 CM CONN 1YPP - CC PREF 1X	251813		48.00	06/01/2016	05/31/2017	05/31/2017	12		397.44	
CC PREF 1X PREPAID	245172		48.00							
SA PREF CCE R5 USR/VCE AGT 1YPP - CC PREF 1X	254077		50.00	06/01/2016	05/31/2017	08/31/2016	3		2,676.00	
CC PREF 1X PREPAID	245172		50.00							
UTILITY MAINT CMS NETRA X4270 V16 - 1X PREPAID	268002		1.00	06/01/2016	05/31/2017	08/31/2016	3		10,557.36	
1X PREPAID 4	177798		1.00							
CMS ADMINISTERED SUPERVISORS (MIN 25)	179479		30.00							
CMS SUNBLADE 100/150 ULTRA 5 NET-RA GROUP	179482		239.00							
Subtotals								0.00	86,315.64	0.00
Shipping Charges										0.00
Federal Excise Taxes										0.00
State/Local Taxes										0.00
Grand Total (US Dollars)										86,315.64



Account Number: 0100883641  
Statement Number: 2733698706  
Statement Date: 06-22-2016  
Invoice Number: 2219327493

## SERVICE AGREEMENTS

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Purchase Order Number <del>003725</del>	Sales Quotation/Order Number 0051171124	Date June-01-2016
Customer Sold To: 4563602 Orlando Orange Cty Expressway Auth 762 S GOLDENROD RD ORLANDO FL 32822-8108 USA	Tax Jurisdiction Code 1009500000	Ship To:

Remarks:

CSA Signed By:3725 Date 12/23/2015

Product/Service Description	Material/ Service Code	Lic Fee	Quantity	Service				Installation/One Time Charges	Service Charge	Purch.Price/ Lic.Fees
				Billing Start	Billing End	Expiration Date	TRM			
SA ON-SITE 24X7 CM SM SRV 1YPP - CM ONSITE	230042		1.00	06/01/2016	05/31/2017	05/31/2017	12		607.68	
CM ONSITE 24X7 1X PREPAID	245137		1.00							
SA ON-SITE 24X7 CM MED GTWY 1YPP - CM ONSITE	230192		1.00	06/01/2016	05/31/2017	05/31/2017	12		920.76	
CM ONSITE 24X7 1X PREPAID	245137		1.00							
Subtotals								0.00	1,528.44	0.00
Shipping Charges										0.00
Federal Excise Taxes										0.00
State/Local Taxes										0.00
Grand Total (US Dollars)										1,528.44



Account Number: 0100883641  
Statement Number: 2733698706  
Statement Date: 06-22-2016  
Invoice Number: 2219327494

## SERVICE AGREEMENTS

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Purchase Order Number 003725	Sales Quotation/Order Number 0051171125	Date June-01-2016
Customer Sold To: 4563605 ORLANDO ORANGE CTY EXPRESSWAY AUTH 8919 W COLONIAL DR OCOE FL 34761 USA	Tax Jurisdiction Code 1009511200	Ship To:

Remarks:

CSA Signed By:3725 Date 12/23/2015

Product/Service Description	Material/ Service Code	Lic Fee	Quantity	Service				Installation/One Time Charges	Service Charge	Purch.Price/ Lic.Fees
				Billing Start	Billing End	Expiration Date	TRM			
SA ON-SITE 24X7 CM SM SRV 1YPP - CM ONSITE	230042		1.00	06/01/2016	05/31/2017	05/31/2017	12		607.68	
CM ONSITE 24X7 1X PREPAID	245137		1.00							
SA ON-SITE 24X7 CM MED GTWY 1YPP - CM ONSITE	230192		1.00	06/01/2016	05/31/2017	05/31/2017	12		920.76	
CM ONSITE 24X7 1X PREPAID	245137		1.00							
Subtotals								0.00	1,528.44	0.00
Shipping Charges										0.00
Federal Excise Taxes										0.00
State/Local Taxes										0.00
Grand Total (US Dollars)										1,528.44



Account Number: 0100883641  
 Statement Number: 2733698706  
 Statement Date: 06-22-2016  
 Invoice Number: 2219327492

## SERVICE AGREEMENTS

Page 7 of 7

Purchase Order Number 003725	Sales Quotation/Order Number 0051171326	Date June-01-2016
Customer Sold To: 4563577 Orlando Orange Cty Expressway Auth 8302 East West Expressway ORLANDO FL 32835 USA	Tax Jurisdiction Code 1009511600	Ship To:

Remarks:

CSA Signed By:3725 Date 12/23/2015

Product/Service Description	Material/ Service Code	Lic Fee	Quantity	Service				Installation/One Time Charges	Service Charge	Purch.Price/ Lic.Fees
				Billing Start	Billing End	Expiration Date	TRM			
SA ON-SITE 24X7 CM SM SRV 1YPP - CM ONSITE	230042		1.00	06/01/2016	05/31/2017	05/31/2017	12		607.68	
CM ONSITE 24X7 1X PREPAID	245137		1.00							
SA ON-SITE 24X7 CM MED GTWY 1YPP - CM ONSITE	230192		3.00	06/01/2016	05/31/2017	05/31/2017	12		2,762.28	
CM ONSITE 24X7 1X PREPAID	245137		3.00							
SA ON-SITE 24X7 MSG SRV R2D 1YPP - MM ONSITE	256169		1.00	06/01/2016	05/31/2017	05/31/2017	18		1,473.12	
MM ONSITE 24X7 1X PREPAID	245237		1.00							
Subtotals								0.00	4,843.08	0.00
Shipping Charges										0.00
Federal Excise Taxes										0.00
State/Local Taxes										0.00
Grand Total (US Dollars)										4,843.08



## INVOICE

Customer Care Center  
14400 Hertz Quail Spring Pkwy  
Oklahoma City, OK 73134

Account Number: 0100883641  
Company Code: T01B  
Invoice Number: 2219399979  
Invoice Date: 07-18-2016

ORLANDO-ORANGE CO EXPRESSWAY/00MI01  
4974 ORL TOWER RD  
ORLANDO FL 32807  
USA

For ordering or inquiries, call:  
1-800-852-2436  
For repair services, call:  
1-800-242-2121

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**New Charges**

Purchase Agreements		
Product	0.00	
Service	0.00	
Software	0.00	
License	0.00	
Freight	0.00	
Total Purchase Agreement		0.00
Service Agreements		
Hardware	0.00	
Software	0.00	
License	0.00	
Total Service Agreement		0.00
Miscellaneous Services		0.00
<b>Total New Charges</b>		<b>0.00</b>
Federal Excise Tax	0.00	
State/Local Taxes	0.00	
<b>Total Taxes on New Charges</b>		<b>0.00</b>
<b>Total New Charges and Taxes</b>	<b>\$</b>	<b>0.00</b>
Total Adjustments		-11,005.02
Late Fee		0.00
<b>Total Amount Due</b>	<b>\$</b>	<b>-11,005.02</b>

Payment is due immediately upon receipt

To ensure proper credit, please detach this portion and return with remittance.

**Remittance Document**

Company  
ORLANDO-ORANGE CO EXPRESSWAY/00MI01  
4974 ORL TOWER RD  
ORLANDO FL 32807  
USA

Please direct any correspondence to  
Customer Care Center address at top.

Account Number: 0100883641  
Company Code: T01B  
Invoice Number: 2219399979  
Invoice Date: 07-18-2016

Please make checks payable to:

AVAYA INC.  
PO Box 5332  
New York, NY 10087-5332

Amount Due (USD): -11,005.02

Amount Enclosed:

01008836411 22193999798 000000000001



Invoice Number  
2219399979

ADJUSTMENTS

Page 2 of 2

Purchase Order Number 003725	Sales Quotation/Order Number 0051171110	Date July-18-2016
Customer Sold To: 2683138 CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER RD ORLANDO FL 32807 USA	Tax Jurisdiction Code 1009511600	Ship To:

Remarks:

Product/Service Description	Material/ Service Code	Lic Fee	Quantity	Service				Installation/One Time Charges	Service Charge	Purch.Price/ Lic.Fees
				Billing Start	Billing End	Expiration Date	TRM			
UPG ADV CCE R5 USR/VCE AGT 1YPP - UA CCE SW	250061		50.00							-1,080.00
SA PREF CCE R5 USR/VCE AGT 1YPP - CC PREF 1X	254077		50.00							-2,007.00
UTILITY MAINT CMS NETRA X4270 V16 - 1X PREPAID	268002		1.00							-7,918.02
Subtotals								0.00	0.00	-11,005.02
Shipping Charges										0.00
Federal Excise Taxes										0.00
State/Local Taxes										0.00
Grand Total (US Dollars)										-11,005.02

THIS IS A CREDIT - DO NOT PAY

## **CONSENT AGENDA ITEM**


**#12**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members  
Laura Kelley, Executive Director

FROM: Corey Quinn, P.E.   
Chief of Technology / Operations

DATE: August 29, 2016

SUBJECT: Approval for resolution for a policy creating an application process for granting a revocable, non-exclusive license for connection to CFX's Fiber Optic Network (FON)

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Under the terms of the existing Memorandum of Understanding (MOU) between The State of Florida Department of Transportation (FDOT) and the Central Florida Expressway Authority (CFX) established on November 14, 2003, FDOT is permitted to share portions of the CFX Fiber Optic Network (FON) with third party agencies for transportation related purposes, subject to CFX approval. CFX has defined the limited portion of the fiber available for use by FDOT, these same fibers can also be made available to third party agencies by FDOT through proper coordination. This license application sets forth the process and conditions to allow for third party agencies to install fiber optic infrastructure within CFX right of way for purposes of connecting to the CFX FON under the existing MOU.

The license application requires the third party to indemnify CFX as stipulated under the 2003 MOU as well as includes an annual license fee to offset the costs associated with the license. Additionally, terms for documentation required, maintenance, relocation and removal is outlined in the application. The terms of this application do not apply to FDOT and is intended for execution with third party government agencies.

Board adoption of the attached Resolution for a new policy allowing an application process for third party government agencies to obtain approval to install fiber optic infrastructure within CFX right of way within the provisions of the existing FDOT Memorandum of Understanding.

**A RESOLUTION OF THE  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
ADOPTING AND APPROVING  
A FIBER OPTIC NETWORK CONNECTION POLICY**

**WHEREAS**, the Central Florida Expressway Authority (“CFX”) has an extensive fiber optic network (“FON”) for its Expressway System; and

**WHEREAS**, CFX periodically receives requests from other governmental entities to connect into CFX’s FON by installing an access line, a portion of which may be on CFX’s property, to a splice location; and

**WHEREAS**, CFX is willing to accommodate such connection in the form of a revocable, non-exclusive license, subject to certain safeguards and limitations appropriate to a publicly owned and operated FON.

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

Section 1. CONNECTION TO CFX’S FIBER OPTIC NETWORK. CFX may allow a governmental entity to utilize a portion of CFX’s FON, but only for transportation-related purposes, if the governmental entity completes the Application for Revocable, Non-Exclusive License for Access Line to Splice into CFX’s Fiber Optic Network attached hereto as Exhibit “A” and the terms set forth therein. Such usage shall be authorized by the Executive Director or the Chief of Technology/Operations, or his or her designee, and any revisions made to the Application must be approved by CFX’s General Counsel.

Section 2. CODIFICATION. This Policy shall be codified in CFX’s Index of Policy and Procedures.

Section 3. EFFECTIVE DATE. This Policy shall become effective upon adoption by the CFX governing Board.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Welton G. Cadwell, Chairman

ATTEST: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

**APPLICATION FOR REVOCABLE, NON-EXCLUSIVE LICENSE FOR  
ACCESS LINE TO SPLICE INTO CFX'S FIBER OPTIC NETWORK ("FON")**

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address(es): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Numbers(s): \_\_\_\_\_ Email: \_\_\_\_\_

**Required Attachments:**

- \_\_\_ A. Approval by FDOT
- \_\_\_ B. Signed and Sealed Design Plans for Access Line
- \_\_\_ C. Footprint of Access Line
- \_\_\_ D. CFX's Application for Right of Entry

**CFX'S EXCESS FOC STRANDS ALLOCATED TO FDOT**

The Florida Department of Transportation ("FDOT") and CFX have entered into a Memorandum of Understanding ("MOU") dated November 14, 2003 regarding the use of unused conduit and fiber. According to the MOU, FDOT may share a portion of the fiber optic strands allocated by CFX to FDOT (in the white buffer) to third parties, but only for transportation related purposes including traffic, regional traveler, and multi-modal information and data, so long as: (i) the third parties indemnify CFX and FDOT for losses attributable to interruption or for providing alternate communication facilities during the interruption of any CFX or FDOT fiber; (ii) CFX approves the plans and details through its application process; and (iii) the parties coordinate.

**APPROVAL BY FDOT FOR USE OF CFX'S EXCESS STRANDS  
ALLOCATED TO FDOT**

Applicant has contacted FDOT and requested permission to use a portion of the excess strands allocated to FDOT. Specifically, Applicant has requested permission to use the following:

**Road Section**


**Strands**


A copy of FDOT's response authorizing Applicant to use of the above-described portion of the excess strands in lieu of FDOT ("Excess Strands") is attached hereto as **Attachment "A."**

## DESCRIPTION OF ACCESS LINE LOCATION AND AREA OF CONSTRUCTION

A. Description of Construction Activities and Access Line. Applicant seeks to engage in those construction activities addressed in and subject to CFX's Application for Right of Entry, referred to as the "Project," to install an access line ("Access Line") at the precise location described in the design plans signed and sealed by a professional engineer licensed in the State of Florida, attached as **Attachment "B"**, with a precise footprint ("Access Line Footprint") depicted in **Attachment "C."** The location of the Access Line is generally described as follows:

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B. Requested Splice Location. Applicant requests permission to connect the Access Line to the Excess Strands at the following location ("Splice Location"):

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A separate application should be completed for each Splice Location unless the Splice Locations are sufficiently related and CFX agrees to the use of only one application for multiple Splice Locations.

## TERMS AND CONDITIONS

Based upon the above, Applicant hereby requests a revocable, non-exclusive license for the Access Line within the precise location described in the Access Line Footprint to connect to the Excess Strands described above at the Splice Location listed above, and in consideration for the license, agrees to the terms and conditions set forth herein.

1. Access Line. The description and location of the Access Line are true, correct, and complete.

1.1. Specifications for Access Line. The Access Line shall be placed and maintained in accordance with the requirements and specifications of current editions of the CFX Intelligent Transportation Systems ("ITS") Design Standards and Specifications available online at [www.CFXway.com/DoingBusinessWithUs.aspx](http://www.CFXway.com/DoingBusinessWithUs.aspx), Utility Accommodation Manual ("UAM"), National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the applicable rules and regulations of the Occupational Safety and Health Act ("OSHA"), and any governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply. Applicant's facilities shall not physically, electronically or inductively interfere with CFX's FON, CFX's right of way, or other facilities.

1.2. Conditions. Applicant agrees to the following:

1.2.1. Neither the Access Line nor the Project shall interfere with the property and rights of a prior Applicant or an existing structure, facility, utility, or use.

- 1.2.2. Under no circumstances may Applicant block any CFX roadway or operation or impede CFX in its normal functions without the prior written consent and approval from CFX.
- 1.2.3. No pullboxes or other surface structures shall be placed within CFX right-of-way without express written approval from CFX.
- 1.2.4. At its sole cost and expense, Applicant shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.
- 1.2.5. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time. Making periodic inspections or the failure to do so shall not operate to impose upon CFX any liability of any kind whatsoever nor relieve Applicant of any responsibility, obligations or liability assumed under this Application.
- 1.2.6. CFX has no responsibility for the Project, the Access Line, Applicant's improvements or conduits within the Access Line, or the Excess Strands.
- 1.3. Approval by CFX. To assure compatibility with CFX's FON, the general type of cable and construction standards must be approved by CFX. CFX will in its discretion furnish to Applicant written material, which will specify and explain the required construction or materials.
- 1.4. Placement and Installation of Access Line. The Access Line shall be located only within the Access Line Footprint. The exact fibers within the Excess Strands where Applicant's Access Line may enter and exit CFX's FON are specified above and in **Attachment "A."** Applicant shall not use or splice into any other fibers, strands, cables or conduits on CFX's FON. Applicant acknowledges and understands that any damage or interference with other conduits on CFX's FON is unacceptable. CFX makes no representation regarding the effectiveness of Applicant's method of splicing into CFX's FON or operability of the Excess Strands. Clearing obstructions, repairs, dig-ups and any other work required to install Applicant's Access Line shall be done at Applicant's expense by Applicant, and shall not be CFX's responsibility.
- 1.5. As-Built Documentation. Applicant shall provide As-Built documentation of the completed installation of the Access Line within ninety (90) days of completion. As-Built documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section *612 GIS Inventory* of the CFX ITS Specifications.
- 1.6. Revocable, Non-Exclusive License. It is expressly agreed that the approval of this Application for a revocable, non-exclusive license for an Access Line described in **Attachment "C"** to splice into the Excess Strands on CFX's FON described above and in **Attachment "A,"** whichever is more restrictive, is a license for permissive use only and that the placing of utilities or FOC upon CFX's property shall not operate to create or vest any property right in said holder. Applicant may not use the Excess Strands for anything other than non-commercial, transportation-related purposes, including traffic, regional traveler, and multi-modal information and data. Applicant acknowledges it does not have an exclusive license and that CFX reserves the right to revoke the license at any time. In the case of non-compliance with CFX's requirements or any other applicable requirements, the license to use the Access Line, including the Excess Strands, is void and any alterations to CFX property will have to be brought into compliance or removed from CFX property at no cost to CFX. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of CFX's title and interest in the land to be entered upon and

used by Applicant, and Applicant will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless CFX and its officers, employees, and agents from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by Applicant of the aforesaid rights and privileges.

1.7. No Property Interest. Nothing contained in this Application shall be construed to convey to Applicant any other right, title or other ownership or leasehold interest in CFX's FON, the Access Line, or Excess Strands. Applicant agrees that neither construction nor maintenance of fiber optic systems in the CFX right-of-way shall operate to create or vest any real property interest in the right-of-way.

1.8. Sublicenses Prohibited. Applicant shall not execute a sub-license (or other any other type of transfer, assignment or conveyance) with third parties. Sub-licenses are strictly prohibited.

1.9. Relocation or Alteration. CFX reserves the right to relocate or alter CFX's FON to accommodate modifications to CFX's Conduit System, CFX's FON, CFX's expressway system, or for any other reason. CFX shall provide 30-days written notice by email to Applicant of projects which impact the Access Line, the Excess Strands, or Applicant's fiber optic system. Applicant shall be responsible for all costs associated with disconnection of the Access Line.

1.10. Notice of Removal. Applicant shall provide CFX notice in writing as to the date on which it abandons use of the Excess Strands. Within ten (10) days of abandonment, Applicant shall coordinate a date and time with CFX so that CFX may monitor the disconnection of the Access Line at the Splice Location and Applicant shall disconnect the Access Line at the Splice Location in CFX's presence.

2. Construction: Right of Entry Application. In conjunction with this Application, Applicant has submitted a CFX Right of Entry Application for the construction activities associated with the Project attached as **Attachment "D."** CFX, in its sole discretion, has the right to approve or deny the Application in whole or in part.

3. Maintenance.

3.1. Applicant shall construct and maintain its Access Line in a safe condition, and in a manner reasonably acceptable to CFX so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by CFX or other authorized users.

3.2. Coordination. Activities to be performed in connection with the Project or the Access Line shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-690-5335, at least 7-days in advance.

3.3. Access to CFX's Manholes/Handholes. CFX's Manholes/Handholes shall be opened only as permitted by CFX's authorized employees or agents. Applicant shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes/Handholes and conduct work operations therein. Applicant's employees, agents or contractors will be permitted to enter or work in CFX's Manholes/Handholes only when an authorized employee or agent of the CFX is present or if prior authorization waiving this requirement is granted by CFX. CFX's employee or agent shall have the authority to suspend Applicant's work operations in and around CFX's Manholes if (in the sole discretion of said employee or agent) any hazardous conditions arise or any unsafe practices are being followed by Applicant's employees, agents or contractors or for reasonable cause. The presence of CFX's

authorized employee or agent shall not relieve Applicant of its responsibility to conduct all of its work operations in and around CFX's FON or CFX's right of way in a safe and workmanlike manner and in compliance with all laws, codes, rules, and regulations. Applicant shall comply with security directives and procedures promulgated by CFX.

3.4. Location of Access Line. In connection with retention of any locator services, Applicant shall register with the applicable Florida One Call agency. Applicant, at its expense, will be responsible for performing utility locates for its Access Line within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, Applicant shall **coordinate** with CFX per Section 3.2 and arrange a mutually convenient time for the utility locate in the presence of CFX. Applicant understands and agrees that accidental cuts and dig-ups may occur causing damage to the Access Line, and improvements therein, and that Applicant is solely responsible for repairing such damage within its Access Line that it owns and maintains. No liability shall be imposed upon CFX attributable to mislocation of the Access Line System by any locator service.

4. Annual License Fee. To offset the cost to CFX associated with this License, Applicant shall pay to CFX the greater of: (i) an annual charge of Two Thousand Dollars (\$2000.00) per connection to CFX's FON (the "Base Rate"), adjusted annually in accordance with the CPI Escalation provisions below provided. Within thirty (30) days of the Effective Date (with respect to the first year of the Initial Term) and on the anniversary date thereafter, Applicant shall pay CFX annually, in advance, the payment.

4.1. Invoices. Beginning with the second year of the Term, invoices for annual fees shall be sent to:

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone number: \_\_\_\_\_

4.2. Late Payment; Default. Failure by Applicant to pay all fees and charges within thirty (30) days of the due date shall constitute a default of this Application. All fees and charges not paid within such thirty (30) day period shall result in a late payment charge of one and one-half percent (1-1/2 %) of the unpaid balance for each month payment is outstanding.

4.3. CPI Escalation. Annually, on the anniversary of the Effective Date, the license fee shall be adjusted to an amount which is equal to the Base Rate multiplied by a fraction, the denominator of which is the CPI Index Number applicable to the Effective Date and the numerator is the CPI Index Number applicable to the relevant anniversary date of the Effective Date. The CPI Index Number shall mean the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100 published by the U.S. Department of Labor, Base year applicable as of the Effective Date.

5. Term. This License is terminable at will by the CFX. Unless terminated sooner, this License will expire upon the earlier of: (a) 180-days notice of termination by CFX; (b) notice of abandonment by Applicant; (c) notice by FDOT that the Excess Strands are no longer available; (d) immediate termination for good cause; or (e) notice by CFX of a breach in CFX's

security policies or procedures or default by Applicant. Default shall consist of, but not be limited to, the following:

- 5.1. If Applicant knowingly uses its Excess Strands or maintains them in violation of any law or in aid of any unlawful act or undertaking or anything other than transportation related purposes as described herein; or
- 5.2. If Applicant violates any applicable laws, statutes, ordinances, codes or other legal requirements with respect to this Application; or
- 5.3. If any authorization required by any governmental or private authority for the construction, operation and maintenance of the Excess Strands is permanently denied or revoked; or
- 5.4. If Applicant occupies or uses any portion of CFX's FON or CFX's expressway system without having first been issued a license or permit from CFX or obtaining written approval from CFX; or
- 5.5. Non-payment of amounts described in this Application; or
- 5.6. If, in CFX's discretion, Applicant, its employees, agents, contractors, operations, or facilities in any way threaten, disrupt, interfere with, pose a hazard to or otherwise affect, CFX's FON, CFX's telecommunications service or ability to provide that service, or CFX's expressway system; or
- 5.7. If Applicant's acts or omissions, or Applicant's use of the Access Line, Excess Strands, Splice Location, or any maintenance or other work thereon interferes in a material and adverse way with CFX's operation and maintenance of its expressway system; or
- 5.8. If Applicant's Access Line, Excess Strands, Splice Location, or any maintenance or other work thereon pose, or in CFX's discretion may pose, a significant threat to the life, health or safety of any person; or
- 5.9. If Applicant violates the terms and conditions of this License.

6. Disputes. If construction or installation of the Access Line or use of the Excess Strands interfere with CFX duties or responsibilities, Applicant agrees that CFX's Chief of Technology Operations or the Manager of Traffic Operations have the right and authority to resolve all disputes involving traffic safety, construction, maintenance of traffic, maintenance within the CFX right-of-way, CFX's FON, the Access Line, the Excess Strands, the Splice Location, or security breaches that may occur by reason of this License. CFX maintains the right to delay or postpone any construction or maintenance activities due to disputes and shall notify the Applicant regarding such delays.

7. Indemnification; Cost to Repair. Applicant shall indemnify, defend and hold CFX and the Florida Department of Transportation ("FDOT"), including their officers, directors, employees, and agents, collectively referred to as "CFX" and "FDOT," harmless and shall cause Applicant's contractors and agents to indemnify, defend and hold CFX and FDOT harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use of or work performed on or about CFX property, the Access Line, the Excess Strands, or the Splice Location, excepting only those claims arising from the sole negligence of CFX or FDOT. Applicant shall be responsible for the cost of repairing any damage to CFX's expressway system (including improvements thereon), CFX's FON, the Access Line, the Splice Location, or toll revenue



arising from their respective use of or work performed on or about CFX property, the Access Line, the Excess Strands, or the Splice Location, excepting only those claims arising from the sole negligence of CFX or FDOT.

8. Sovereign Immunity. Applicant hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained in this Application for License shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.
9. Assumption of Risk; Release. Applicant assumes the risk associated with any activities arising out of this License, the Access Line or the improvements therein, the Excess Strands, or the Splice Location. Applicant, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Applicant and its employees, contractors, or agents may suffer or incur in connection with this License, the Access Line or the improvements therein, the Excess Strands, or the Splice Location. Applicant expressly agrees that CFX is under no obligation to ensure the functionality of CFX's FON, in whole or in part.
10. **CFX PROVIDES NO WARRANTY OF OPERABILITY OR FITNESS OF PURPOSE OF CFX'S FON.**
11. **LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT CFX'S LIABILITY WHETHER IN CONTRACT, IN TORT, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE LICENSE FEE PAID BY APPLICANT FOR ONE YEAR AND UNDER NO CIRCUMSTANCES SHALL CFX BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE LICENSE IS A CONSIDERATION IN LIMITING CFX'S LIABILITY.**
12. Reservation of Rights. CFX reserves the right, in its sole and absolute discretion, to regulate and control access to CFX's rights-of-way, all portions of CFX's FON, and CFX's expressway system. Further, this Application does not provide Applicant any exclusive rights regarding the Access Line, access to CFX rights-of-way, nor preclude CFX from granting right-of-way access to others. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents to CFX's expressway system (including improvements thereon), CFX's FON, the Access Line, the Splice Location, or toll revenue.
13. Governing Law. All parties agree that this Application for License and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Application for License or any provision hereof shall be instituted and maintained only in the courts of the State of

Florida. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

14. Notice. Except as otherwise provided in the paragraphs with the headings of: (a) Relocation or Alteration and (b) Maintenance, all notices required to be delivered to Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

14.1. With respect to Applicant: To the address provided on page 1.

14.2. With respect to CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, FL 32807-1684  
Telephone: (407) 690-5000  
Attention: Chief of Technology

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, FL 32807-1684  
Telephone: (407) 690-5000  
Attention: General Counsel

15. Authorized Signatories. Applicant represents and warrants that the person signing below is duly authorized to sign this Application for License to which the Applicant and its employees, contractors, and agents will be duly bound.
16. The Parties agree that neither this Application for License nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida, or any other County in the State of Florida.
17. Assignment. The rights granted herein shall not be assignable without the express, prior written consent of CFX.
18. Waiver. Failure of CFX to enforce or insist upon compliance with any of the terms or conditions of this Application or to give notice or declare this Application, or any provision granted hereunder, terminated shall not constitute a general waiver or relinquishment of any term or condition of this Application, but the same shall be and remain at all times in full force and effect. Any waiver must be in writing and signed by both parties.
19. This Application for License supersedes and cancels any other agreement, representation, or communication, whether oral or written, between or among the Parties relating to the Access Line, Excess Strands, or Splice Location contemplated herein, or the subject matter hereof.

20. Survival. The paragraphs on Indemnification and Notice of Removal survive the termination of this Application.

21. Applicant understands and agrees that this Application for License does not take effect until it is fully executed by CFX in writing and that Applicant cannot rely upon the representations of staff.

IN WITNESS WHEREOF, the Applicant executes this Application for License for a revocable, non-exclusive license for the Access Line within the precise location described in the Access Line Footprint to connect to the Excess Strands described above at the Splice Location listed above, subject to the terms and conditions above.

**Witnesses:**

**APPLICANT:**

**First Witness**

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

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

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

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

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

**Second Witness**

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

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

Date: \_\_\_\_\_

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

**STAFF REVIEW**

Traffic Operations: \_\_\_\_\_ Date: \_\_\_\_\_

Engineering: \_\_\_\_\_ Date: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

In reliance upon the Applicant's representations and commitments, CFX approves the Application and grants a revocable, non-exclusive license for the Access Line within the precise location described in the Access Line Footprint to connect to the Excess Strands described above at the Splice Location listed above, subject to the terms and conditions above, effective on the last date of execution below.

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

Corey Quinn, P.E., Chief of Technology Operations

APPROVED AS TO FORM

FOR RELIANCE BY CFX ONLY: \_\_\_\_\_ Date: \_\_\_\_\_

General Counsel /Deputy General Counsel

R:\Departments\Legal\General\Contracts\FOC-OC and 3d parties\2016\_08\_11 Application\_BH.docx

# E.2.


## Treasurer's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: August 18, 2016 

RE: July 2016 Financial Reports

Attached please find the July 2016 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
AND RELATED DOCUMENTS  
FOR THE MONTH ENDING JUNE 30, 2017 AND YEAR-TO-DATE**

	<b>FY 17 MONTH ACTUAL</b>	<b>FY 17 MONTH BUDGET</b>	<b>FY 17 YEAR-TO-DATE ACTUAL</b>	<b>FY 17 YEAR-TO-DATE BUDGET</b>	<b>FY 17 YEAR-TO-DATE VARIANCE</b>	<b>FY 17 YEAR-TO-DATE % VARIANCE</b>	<b>FY 16 - 17 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 32,585,096	\$ 30,387,720	\$ 32,585,096	\$ 30,387,720	\$ 2,197,376	7.2%	8.7%
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,373,178	704,728	1,373,178	704,728	668,450	94.9%	62.8%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	329,050	249,104	329,050	249,104	79,946	32.1%	1.6%
TRANSPONDER SALES	18,038	40,731	18,038	40,731	(22,693)	-55.7%	346.5%
OTHER OPERATING	39,458	22,174	39,458	22,174	17,284	77.9%	50.0%
INTEREST	453,519	203,873	453,519	203,873	249,646	122.5%	51.4%
MISCELLANEOUS	96,100	95,193	96,100	95,193	907	1.0%	5.3%
<b>TOTAL REVENUES</b>	<b>34,894,438</b>	<b>31,703,522</b>	<b>34,894,438</b>	<b>31,703,522</b>	<b>3,190,916</b>	<b>10.1%</b>	<b>10.6%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	1,641,785	1,684,537	1,641,785	1,684,537	42,752	2.5%	1.8%
MAINTENANCE	120,599	146,589	120,599	146,589	25,990	17.7%	-18.2%
ADMINISTRATION	380,312	440,498	380,312	440,498	60,186	13.7%	-4.7%
OTHER OPERATING	-	-	-	-	-	0.0%	0.0%
<b>TOTAL O M &amp; A EXPENSES</b>	<b>2,142,696</b>	<b>2,271,624</b>	<b>2,142,696</b>	<b>2,271,624</b>	<b>128,928</b>	<b>5.7%</b>	<b>-0.8%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>32,751,742</b>	<b>29,431,898</b>	<b>32,751,742</b>	<b>29,431,898</b>	<b>3,319,844</b>	<b>11.3%</b>	<b>11.4%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>14,243,609</b>	<b>14,400,219</b>	<b>14,243,609</b>	<b>14,400,219</b>	<b>156,609</b>	<b>1.1%</b>	<b>20.7%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 18,508,133</b>	<b>\$ 15,031,680</b>	<b>\$ 18,508,133</b>	<b>\$ 15,031,680</b>	<b>\$ 3,476,453</b>	<b>23.1%</b>	<b>5.1%</b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION  
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2016  
FOR THE MONTH ENDING JUNE 30, 2017 AND YEAR-TO-DATE**

	<b>FY 2017 ACTUAL</b>	<b>FY 2017 BUDGET</b>	<b>VARIANCE</b>	<b>FY 17 YEAR-TO-DATE % VARIANCE</b>
Operations	\$ 1,641,785	\$ 1,684,537	\$ 42,752	2.5%
Maintenance	120,599	146,589	25,990	17.7%
Administration	380,312	440,498	60,186	13.7%
Other Operating	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total O M & A	\$ 2,142,696	\$ 2,271,624	\$ 128,928	5.7%
Capital Expenditures				
Operations	\$ -	\$ -	-	0.0%
Maintenance	-	417	417	100.0%
Administration	<u>-</u>	<u>6,458</u>	<u>6,458</u>	<u>100.0%</u>
Total Capital Expenditures	\$ -	\$ 6,875	\$ 6,875	100.0%

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**Operations - Comparison of Actual to Budget  
For the One Month Ending July 31, 2016**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Toll Operations	31,873	33,876	2,004	5.91%
Image Review	158,604	181,977	23,373	12.84%
Special Projects	12,461	13,016	554	4.26%
Information Technology	83,665	108,577	24,912	22.94%
Information Technology - Projects	0	0	0	0.00%
E-PASS Service Center	673,407	645,382	(28,025)	-4.34%
Public Outreach/Education	16,453	19,905	3,452	17.34%
<b>Subtotal OOCEA</b>	<b>976,463</b>	<b>1,002,733</b>	<b>26,270</b>	<b>2.62%</b>
<b>TOLL FACILITIES</b>				
<b>Beachline Expressway (SR 528)</b>				
Beachline Plaza	44,226	42,889	(1,337)	-3.12%
Airport Plaza	1,331	0	(1,331)	0.00%
Alas Plaza	18,459	16,917	(1,542)	-9.11%
<b>East-West Expressway (SR 408)</b>				
Dean Plaza	58,619	60,635	2,017	3.33%
Conway Main Plaza	82,217	79,741	(2,475)	-3.10%
Pine Hills Plaza	68,005	66,813	(1,193)	-1.79%
Hiawasse Plaza	58,742	67,141	8,399	12.51%
Ponkan Plaza	0	0	0	0.00%
<b>Western Expressway (SR 429)</b>				
Independence Plaza	41,526	42,355	829	1.96%
Forest Lake Plaza	45,380	58,093	12,713	21.88%
<b>Greeneway Expressway (SR 417)</b>				
University Plaza	41,707	42,287	580	1.37%
Curry Ford Plaza	40,434	41,501	1,067	2.57%
Boggy Creek Plaza	48,559	43,390	(5,168)	-11.91%
John Young Plaza	43,996	47,105	3,109	6.60%
<b>John Land Apopka (SR 414)</b>				
Coral Hills Plaza	72,121	72,937	816	1.12%
<b>Subtotal Toll Facilities</b>	<b>665,322</b>	<b>681,804</b>	<b>16,482</b>	<b>2.42%</b>
<b>Total Operations Expenses</b>	<b>1,641,785</b>	<b>1,684,537</b>	<b>42,752</b>	<b>2.54%</b>



**Maintenance - Comparison of Actual to Budget  
For the One Month Ending July 31, 2016**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Maintenance Administration	53,908	54,407	499	0.92%
Expressway Operations	66,691	92,599	25,908	27.98%
Routine Maintenance	0	0	0	0.00%
FDOT Services	0	0	0	0.00%
<b>Total Maintenance Expenses</b>	<b>120,599</b>	<b>147,006</b>	<b>26,407</b>	<b>17.96%</b>

**Administration - Actual to Budget by Cost Center  
For the One Month Ending July 31, 2016**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
General	28,029	27,455	(574)	-2.09%
General Projects	0	0	0	0.00%
Administrative Services	155,055	176,568	21,513	12.18%
Communications	19,814	44,541	24,727	55.51%
Human Resources	6,899	24,013	17,114	71.27%
Supplier Diversity	10,693	10,948	256	2.33%
Accounting	77,499	63,504	(13,995)	-22.04%
Records Management	11,227	12,177	950	7.80%
Construction Administration	3,667	6,704	3,036	45.29%
Procurement	29,804	30,683	879	2.86%
Legal	31,493	43,883	12,390	28.23%
Internal Audit	0	0	0	0.00%
525 Magnolia	2,720	2,864	144	5.04%
Plans Production	3,411	3,615	204	5.63%
<b>Grand Total Expenses</b>	<b>380,312</b>	<b>446,956</b>	<b>66,643</b>	<b>14.91%</b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON**  
**FOR THE MONTH ENDING JUNE 30, 2017 AND YEAR-TO-DATE**

	<b>FY 17 YEAR-TO-DATE ACTUAL</b>	<b>FY 17 YEAR-TO-DATE BUDGET</b>	<b>FY 17 YEAR-TO-DATE VARIANCE</b>	<b>FY 16 YEAR-TO-DATE ACTUAL</b>	<b>FY 16 YEAR-TO-DATE BUDGET</b>	<b>FY 16 YEAR-TO-DATE VARIANCE</b>	<b>YEAR-TO-DATE VARIANCE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 32,585,096	\$ 30,387,720	\$ 2,197,376	\$ 29,972,284	\$ 28,036,136	\$ 1,936,148	\$ 261,228
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,373,178	704,728	668,450	843,315	598,306	245,009	423,441
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	329,050	249,104	79,946	323,986	297,762	26,224	53,722
TRANSPONDER SALES	18,038	40,731	(22,693)	4,040	5,461	(1,421)	(21,272)
OTHER OPERATING	39,458	22,174	17,284	26,309	80,075	(53,766)	71,050
INTEREST	453,519	203,873	249,646	299,631	168,487	131,144	118,502
MISCELLANEOUS	96,100	95,193	907	91,278	91,376	(98)	1,005
<b>TOTAL REVENUES</b>	<b>34,894,438</b>	<b>31,703,522</b>	<b>3,190,916</b>	<b>31,560,843</b>	<b>29,277,603</b>	<b>2,283,240</b>	<b>907,676</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	1,641,785	1,684,537	42,752	1,612,261	1,874,401	262,140	(219,388)
MAINTENANCE	120,599	146,589	25,990	147,512	124,058	(23,454)	49,444
ADMINISTRATION	380,312	440,498	60,186	399,116	363,911	(35,205)	95,391
OTHER OPERATING	-	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>2,142,696</b>	<b>2,271,624</b>	<b>128,928</b>	<b>2,158,889</b>	<b>2,362,370</b>	<b>203,481</b>	<b>(74,553)</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>32,751,742</b>	<b>29,431,898</b>	<b>3,319,844</b>	<b>29,401,955</b>	<b>26,915,232</b>	<b>2,486,723</b>	<b>833,121</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>14,243,609</b>	<b>14,400,219</b>	<b>156,609</b>	<b>11,797,113</b>	<b>11,909,985</b>	<b>(112,872)</b>	<b>269,481</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 18,508,133</b>	<b>\$ 15,031,680</b>	<b>\$ 3,476,453</b>	<b>\$ 17,604,842</b>	<b>\$ 15,005,247</b>	<b>\$ 2,599,595</b>	<b>\$ 876,858</b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR COMPARISON**  
**FOR THE MONTH ENDING JUNE 30, 2017 AND YEAR-TO-DATE**

	<u>FY 17 MONTH ACTUAL</u>	<u>FY 16 MONTH ACTUAL</u>	<u>FY 16 - 17 SAME MONTH COMPARISON</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 16 YEAR-TO-DATE ACTUAL</u>	<u>FY 16 - 17 YEAR-TO-DATE COMPARISON</u>
<b>REVENUES</b>						
TOLLS	\$ 32,585,096	\$ 29,972,284	\$ 2,612,812	\$ 32,585,096	\$ 29,972,284	\$ 2,612,812
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,373,178	843,315	529,863	1,373,178	843,315	529,863
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	329,050	323,986	5,064	329,050	323,986	5,064
TRANSPONDER SALES	18,038	4,040	13,998	18,038	4,040	13,998
OTHER OPERATING	39,458	26,309	13,149	39,458	26,309	13,149
INTEREST	453,519	299,631	153,888	453,519	299,631	153,888
MISCELLANEOUS	96,100	91,278	4,822	96,100	91,278	4,822
<b>TOTAL REVENUES</b>	<b>34,894,438</b>	<b>31,560,843</b>	<b>3,333,595</b>	<b>34,894,438</b>	<b>31,560,843</b>	<b>3,333,595</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	1,641,785	1,612,261	29,524	1,641,785	1,612,261	29,524
MAINTENANCE	120,599	147,512	(26,913)	120,599	147,512	(26,913)
ADMINISTRATION	380,312	399,116	(18,804)	380,312	399,116	(18,804)
OTHER OPERATING	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>2,142,696</b>	<b>2,158,889</b>	<b>(16,193)</b>	<b>2,142,696</b>	<b>2,158,889</b>	<b>(16,193)</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>32,751,742</b>	<b>29,401,955</b>	<b>3,349,787</b>	<b>32,751,742</b>	<b>29,401,955</b>	<b>3,349,787</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>14,243,609</b>	<b>11,797,113</b>	<b>2,446,496</b>	<b>14,243,609</b>	<b>11,797,113</b>	<b>2,446,496</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 18,508,133</b>	<b>\$ 17,604,842</b>	<b>\$ 903,291</b>	<b>\$ 18,508,133</b>	<b>\$ 17,604,842</b>	<b>\$ 903,291</b>

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# E.3.

## Executive Director's Report

THE EXECUTIVE DIRECTOR'S REPORT WILL  
BE SUBMITTED AT A LATER DATE

**F. 1.**

**21<sup>st</sup> SUPPLEMENTAL BOND  
RESOLUTION**

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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Twenty-First Supplemental Revenue Bond  
Resolution Authorizing the Issuance of:

Refunding Revenue Bonds (Multiple Series)

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Adopted on September 8, 2016

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## TWENTY-FIRST SUPPLEMENTAL REVENUE BOND RESOLUTION

THIS TWENTY-FIRST SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE MASTER BOND RESOLUTION OF THE AUTHORITY ADOPTED ON FEBRUARY 3, 2003, AS SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES AND/OR SUBSERIES IN AN AGGREGATE PRINCIPAL AMOUNT TO BE SET FORTH IN THE FINAL OFFICIAL STATEMENT RELATED TO SUCH BONDS FOR THE PURPOSES OF REFUNDING ALL OR A PORTION OF ONE OR MORE OF THE AUTHORITY'S OUTSTANDING SERIES 2007A BONDS, SERIES 2010A BONDS, SERIES 2010B BONDS, SERIES 2010C BONDS, OR SERIES 2013C BONDS, PROVIDING FUNDS OR PAYING THE PREMIUM ON EACH SERIES RESERVE ACCOUNT CREDIT FACILITY TO BE DEPOSITED INTO THE SERIES RESERVE SUBACCOUNT ESTABLISHED HEREUNDER WITH RESPECT TO EACH SERIES OF BONDS ISSUED HEREUNDER AND PAYING CERTAIN COSTS OF ISSUANCE IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; DELEGATING AUTHORITY AND ESTABLISHING CRITERIA FOR DETERMINING THE DATE, INTEREST RATES, INTEREST PAYMENT DATES, PRINCIPAL AMOUNTS, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULES FOR SUCH BONDS; AUTHORIZING AN AUTHORIZED OFFICER OF THE AUTHORITY TO AWARD THE SALE OF SAID BONDS ON A NEGOTIATED BASIS AND APPROVING THE CONDITIONS AND CRITERIA OF SUCH SALE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT OR CREDIT AGREEMENT WITH RESPECT TO THE SALE OF SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO APPROVE AND EXECUTE A FINAL OFFICIAL STATEMENT; APPROVING UNCERTIFICATED BOOK-ENTRY-ONLY REGISTRATION OF SUCH BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF

A TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; APPOINTING A TRUSTEE, PAYING AGENT, AND REGISTRAR; APPOINTING AN ESCROW AGENT AND A VERIFICATION AGENT; AUTHORIZING AND DELEGATING AUTHORITY TO SELECT THE PROVIDER OF A BOND INSURANCE POLICY AND A SERIES RESERVE ACCOUNT CREDIT FACILITY WITH RESPECT TO SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on February 3, 2003, the Authority adopted that certain Master Bond Resolution Authorizing Orlando-Orange County Expressway Authority Revenue Bonds, as amended and supplemented from time to time (the "Master Bond Resolution"); and

**WHEREAS**, pursuant to the terms of the Master Bond Resolution, as supplemented, the Authority previously issued its Orlando-Orange County Expressway Authority Revenue Bonds, Series 2007A (the "Series 2007A Bonds"), Revenue Bonds, Series 2010A (the "Series 2010A Bonds"), Refunding Revenue Bonds, Series 2010B (the "Series 2010B Bonds"), Revenue Bonds, Series 2010C (the "Series 2010C Bonds"), and Refunding Revenue Bonds, Series 2013C (the "Series 2013C Bonds," and together with the Series 2007A Bonds, the Series 2010A Bonds, the Series 2010B Bonds, and the Series 2010C Bonds, collectively, the "Refunded Bonds"); and

**WHEREAS**, on June 20, 2014, the Authority assumed the governance and control of the Orlando-Orange County Expressway Authority (the "Prior Authority"), including the assets personnel, contracts, obligations (including the obligations evidenced by the Refunded Bonds), liabilities, facilities and tangible and intangible property of the Prior Authority; and

**WHEREAS**, after thorough analysis, the Authority has determined that it is in the best interest of the Authority to supplement the Master Bond Resolution to authorize the issuance of its Central Florida Expressway Authority Refunding Revenue Bonds in one or more Series and/or subseries (the "Bonds"), each as a Series of Bonds under the Master Bond Resolution, the proceeds of which will be used to: (a) refund all or a portion of the Refunded Bonds, (b) provide funds or pay the premium on the Series Reserve Account Credit Facility to be deposited into the Series Reserve Subaccount established hereunder with respect to the Bonds, and (c) pay certain costs in connection with the issuance of the Bonds, including without limitation, the premium on the Bond Insurance Policy with respect to the Bonds; and

**WHEREAS**, the Authority anticipates receiving one or more favorable offers to purchase the Bonds from its underwriting team members to be designated by the Authority and described in the Bond Purchase Agreement (as hereinafter defined), and the Authority desires to authorize the execution and delivery of one or more Bond Purchase Agreements, the form of which is attached hereto as Exhibit A; and

**WHEREAS**, in connection with the offering and sale of the Bonds from time to time, the Authority desires to approve one or more Preliminary Official Statements to be used with respect to the Bonds, the form of which is attached hereto as Exhibit B (the "Preliminary Official Statement"), and to authorize the use of the Preliminary Official Statements and final Official Statements with respect to the Bonds; and

**WHEREAS**, in connection with the issuance of the Bonds from time to time, the Authority desires to approve the form and authorize the execution and delivery of one or more Continuing Disclosure Agreements with respect to the Bonds pursuant to Securities Exchange Commission Rule 15c2-12, the form of which is attached hereto as Exhibit C; and

**WHEREAS**, in connection with the issuance of the Bonds from time to time, the Authority desires to approve the form and authorize the execution and delivery of one or more Trustee, Paying Agent and Registrar Agreements, the form of which is attached hereto as Exhibit D; and

**WHEREAS**, in connection with the issuance of the Bonds from time to time, the Authority desires to approve the form of and authorize the execution and delivery of one or more Escrow Deposit Agreements, the form of which is attached hereto as Exhibit E; and

**WHEREAS**, the Authority further desires to set forth certain terms and provisions for the Bonds and to provide certain further matters related to the authorization, sale, issuance and delivery of the Bonds and other matters related thereto;

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:**

## **ARTICLE I**

### **AUTHORITY AND DEFINITIONS**

SECTION 1.01. Authority for this Resolution. This Resolution is adopted and implemented pursuant to the Central Florida Expressway Authority Act, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the "Act") and the Master Bond Resolution.

SECTION 1.02. Definitions. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in Section 1.2 of the Master Bond Resolution. As used herein, the following terms shall have the meanings set forth below:

A. **“Bond Counsel’s Opinion”** means, with respect to each Series of Bonds issued hereunder, a written opinion of an attorney or firm of attorneys selected by the Authority which is of nationally recognized standing in the field of law relating to municipal bonds and the exclusion from gross income for federal income tax purposes of interest on municipal bonds.

B. **“Bond Insurance Policy”** means, if obtained with respect to all or a portion of one or more Series or subseries of Bonds issued pursuant to the terms of this Resolution, the municipal bond insurance policy issued by the Series Bond Insurer insuring the payment when due of the principal of and interest on all or a portion of such Series or Subseries of Bonds, if any, subject to the terms and conditions set forth in the attached Exhibit F.

C. **“Bond Purchase Agreement”** means the Bond Purchase Agreement to be entered into between the Authority and the Purchaser with respect to one or more Series of Bonds, the proposed form of which is attached hereto as Exhibit A.

D. **“Bonds”** means the Central Florida Expressway Authority Refunding Revenue Bonds to be issued in one or more Series and/or subseries, authorized pursuant to this Resolution.

E. **“Financial Advisor”** means, collectively, Public Financial Management, Inc. and National Minority Consultants, Inc.

F. **“Maturity Date”** means the final maturity date of the Bonds which shall be on or before the date specified in Section 4.01 hereof.

G. **“Purchaser”** means, collectively, each managing underwriter designated pursuant to the terms of this Resolution, for itself and as the representative of the underwriters described in the Bond Purchase Agreement.

H. **“Repository”** shall have the meaning set forth in the Continuing Disclosure Agreement attached hereto as Exhibit C.

I. **“Refunded Bonds”** shall have the meaning specified in the Recitals hereto.

J. **“Secretary”** means the Secretary or any Assistant Secretary of the Authority.

K. **“Series Bond Insurer”** means, if designated with respect to one or more Series or subseries of the Bonds issued pursuant to this Resolution, the issuer of the Bond Insurance Policy, or any successor thereto or assignee thereof, as identified in the final Official Statement for a Series of Bonds issued hereunder.

L. **“Series Cost of Issuance Account”** means the subaccount or subaccounts described in Section 7.01 hereof.

M. **“Series Reserve Account Credit Facility”** means, if obtained with respect to one or more Series or subseries of the Bonds issued pursuant to this Resolution, the reserve subaccount insurance policy or policies issued by the Series Reserve Facility Provider.

N. **“Series Reserve Facility Provider”** means, if designated with respect to one or more Series or subseries of the Bonds issued pursuant to this Resolution, the issuer of the Series Reserve Account Credit Facility, or any successor thereto or assignee thereof as identified in the final Official Statement for a Series of Bonds issued hereunder.

O. **“Series Reserve Subaccount”** means the subaccount or subaccounts described in Section 7.02 hereof.

## ARTICLE II

### FINDINGS

SECTION 2.01. Findings. The Authority hereby finds, determines and declares as follows:

- A. This Resolution supplements the Master Bond Resolution.
- B. The Authority owns, operates and derives revenues from the Expressway System and has previously financed or refinanced certain improvements to the Expressway System with the proceeds of the Refunded Bonds.
- C. It is necessary, desirable, convenient and in the best interest of the Authority that all or a portion of the Refunded Bonds be refinanced as contemplated in this Resolution. The Authority is authorized to issue the Bonds in one or more Series and/or subseries for the valid public purposes set forth in this Resolution.
- D. The Bonds shall not be issued unless the requirements of the Master Bond Resolution for the issuance of each Series thereof as “Parity Bonds” are satisfied on or prior to the issuance thereof. Upon the issuance thereof, each Series of Bonds shall constitute Bonds under the Master Bond Resolution and shall be entitled to all the security and benefits thereof.
- E. Because of the characteristics of the Bonds, the current and potential volatility of the market for municipal obligations such as the Bonds, it is in the best interest of the Authority, upon the satisfaction of the terms and conditions set forth herein, to sell each Series of Bonds by delegated negotiated sale, allowing the Authority to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Authority to obtain the best possible price and interest rate for the Bonds.
- F. The Authority anticipates receiving a favorable offer to purchase each Series of Bonds from a Purchaser within the parameters set forth in Sections 4.01 and

5.01 hereof and desires to authorize the execution and delivery of one or more Bond Purchase Agreements, the form of which is attached hereto as Exhibit A.

G. Prior to the sale of the Bonds, each Purchaser with respect to a Series of Bonds will provide the Authority with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and each Bond Purchase Agreement will include a truth-in-bonding statement in accordance with Section 218.385, Florida Statutes.

### **ARTICLE III**

#### **CONTRACTUAL OBLIGATION**

In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Master Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Authority and the registered Holders of the Bonds. The covenants and agreements set forth herein and in the Master Bond Resolution to be performed by the Authority shall be for the equal benefit, protection and security of the registered Holders of the Bonds, and the Bonds shall be of equal rank with the Outstanding Bonds, or any Parity Bonds hereafter issued and Qualified Swap Payments related to any Bonds issued under the Master Bond Resolution, without preference, priority or distinction over any other thereof. All applicable terms, provisions and covenants contained in the Master Bond Resolution shall be fully applicable to the Bonds as if originally issued thereunder, except as otherwise specifically provided herein.

### **ARTICLE IV**

#### **AUTHORIZATION AND ISSUANCE OF BONDS**

##### **SECTION 4.01. Authorization of Issuance and General Description of Bonds.**

A. Subject and pursuant to the provisions hereof and of the Master Bond Resolution, Bonds to be known as the "Central Florida Expressway Authority Refunding Revenue Bonds" are hereby authorized to be issued in one or more Series or subseries in the aggregate principal amount to be set forth in the final Official Statement(s) with respect to such Bonds that are publicly offered, or the final form of credit, continuing covenants agreement, or other similar agreement with respect to such Bonds that are directly placed with a financial institution, with such Series designations and principal amounts as may be approved by the Chairman, Vice Chairman or Authorized Officer of the Authority for the purposes of: (a) refunding one or more Series or subseries of the Refunded Bonds on an advanced or current basis, as permitted and applicable, (b) providing funds or paying the premium on the Series Reserve Account Credit Facility to be deposited into the Series Reserve Subaccount established hereunder with respect to each Series or subseries of Bonds issued hereunder, and (c) paying the costs of issuance of each Series or subseries of Bonds, including, but not limited to, premiums for one or more Bond Insurance Policies, if any, for such Bonds. It shall be a condition to the issuance of the Bonds pursuant to this Resolution without further action by the Governing

Board that, as a result of the issuance of such Bonds hereunder, that (a) for Bonds being issued to advance refund particular maturities of Refunded Bonds, the present value savings on a maturity by maturity basis from the issuance of the Bonds is equal to or greater than 6% of the par amount of such Refunded Bonds, and (b) for Bonds being issued to currently refund particular maturities of Refunded Bonds, the present value savings on a maturity by maturity basis from the issuance of the Bonds is equal to or greater than 3% of the par amount of such Refunded Bonds. The final maturity date of any Bonds issued hereunder shall not be later than July 1, 2042.

B. Each Series of Bonds shall be issued as fixed rate Bonds and may be issued in one or more Series or subseries, as shall be approved and designated by the Chairman, Vice Chairman or Authorized Officer, based upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to further the Authority's desire to refund the Refunded Bonds for savings based upon the parameters set forth in Section 4.01(A) above. The title and series (or subseries) designation of each Series of Bonds may be approved by the Chairman, Vice Chairman or Authorized Officer of the Authority to accurately reflect the structure and specific terms of such Bonds to be issued, as provided in (i) the Bond Purchase Agreement and the Official Statement related to such Series of Bonds that are sold by public offering, or (ii) the credit agreement, continuing covenants agreement or similar agreement related to such Series of Bonds that are sold by direct placement. Such changes in the designation, terms and provisions of the Bonds shall be evidenced by the Authority's execution and delivery of the Bond Purchase Agreement authorized pursuant to this Resolution for such Series of Bonds that are sold by public offering, or the credit agreement, continuing covenants agreement or similar agreement related to such Series of Bonds that are sold by direct placement.

C. The Authority hereby delegates to the Chairman, Vice Chairman or Authorized Officer the authority to make the foregoing determinations set forth in paragraphs (A) and (B) of this Section 4.01, provided that each of the parameters set forth in this Resolution are satisfied. The Chairman, Vice Chairman or Authorized Officer may rely on the certification of the Financial Advisor regarding compliance with the above-referenced parameters.

D. Notwithstanding anything contained herein to the contrary, each Series of Bonds hereunder shall not be issued until the Authority has complied with the requirements for the issuance thereof as Bonds under the Master Bond Resolution, and any requirements or delegation parameters set forth herein. The Chairman, Vice Chairman or Authorized Officer of the Authority may conclusively rely upon the opinion of its counsel as to any such legal requirements, and a certification of its Financial Advisor in determining whether any financial delegation parameters set forth herein are satisfied.

E. All or a portion of a Series of Bonds issued hereunder may be secured by a Bond Insurance Policy issued by the Series Bond Insurer, and the Debt Service Reserve Requirement for the Bonds may be satisfied by deposit into the Series Reserve

Subaccount referenced in Section 7.02 hereof of the Series Reserve Account Credit Facility issued by the Series Reserve Facility Provider in an amount equal to the Debt Service Reserve Requirement for such Series of Bonds. The decision whether to obtain a Bond Insurance Policy for all or a portion of a Series of Bonds issued hereunder shall be made by the Chairman, Vice Chairman or Authorized Officer based upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to be the most cost effective to the Authority given the then current market conditions for the issuance of such Bonds.

F. Each Series of Bonds shall be dated the date of their original issuance and delivery, and shall mature on or before the Maturity Date, subject to prior redemption as provided in Sections 4.10 and 4.11 hereof.

SECTION 4.02. Denominations, Numbers, Letters. Each Series of Bonds shall be issued solely in the form of fully registered bonds in the denomination of \$5,000. Each Series of Bonds shall be numbered consecutively from 1 upward with the letter "R" and the series designation prefixed to the number. Each Series of Bonds may be issued in subseries bearing different CUSIP numbers and may bear such additional designations, if any, as may be set forth in: (a) the Bond Purchase Agreement and the Official Statement with respect to such Series of Bonds, or (b) the credit Agreement, continuing covenants agreement, or similar agreement with respect to Bonds sold by direct placement.

SECTION 4.03. Place of Payment; Trustee, Paying Agent and Registrar.

A. The principal of, premium, if any, and interest on each Series of Bonds shall be payable upon presentation and surrender at the corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, National Association or its successors or assigns, and such banking institution is hereby appointed as Trustee, Paying Agent and Registrar for each Series of Bonds issued hereunder. The principal and redemption price, if any, of each Series of Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Master Bond Resolution. Interest on the Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered Holders of the Bonds at the addresses as they appear on the registration books maintained by the Trustee, as Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bonds subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the Holders in whose names such Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holders of such Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the Holders in whose names the Bonds are registered at the close of business on the fifth (5<sup>th</sup>) day (whether or not a Business Day) preceding the date of mailing.



B. If the date for payment of the principal of, premium, if any, or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day shall have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

C. Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered Holder of \$1,000,000 or more in principal amount of the Bonds may provide for payment of principal, redemption price, if any, and interest with respect to such Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, if any, to the Trustee or Paying Agent with the presentation or surrender of the Bonds to be paid, and (ii) in the case of interest, to the Trustee, as Registrar, at least fifteen (15) Business Days prior to the applicable Record Date, specifying the account number, address and other relevant information as may be reasonably required by the Trustee or Paying Agent. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice. Each payment of interest, principal and premium, whether by check or by wire transfer shall include or be accompanied with a statement of the CUSIP number and amount of the payment pertaining to each CUSIP number (if more than one CUSIP number).

#### SECTION 4.04. Registration and Exchange.

A. The registration of any Bond may be transferred upon the registration books as provided in the Master Bond Resolution. So long as the Bonds are issued solely in fully registered form and notwithstanding anything contained in the Master Bond Resolution to the contrary, the provisions of the Master Bond Resolution with respect to the interchangeability of registered bonds for coupon bonds shall not be applicable to any of the Bonds. In all cases of a transfer of a Bond, the Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Bond or Bonds of the same Series, maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. The Authority and the Registrar may charge the registered owner for the registration of every transfer or exchange of a Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Authority) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Bond shall be delivered.

B. The Authority and the Trustee, Paying Agent and Registrar may deem and treat the registered Holder of any Bond as the absolute Holder of such Bond for the purpose of receiving payment of the principal thereof and the interest and premiums, if any, thereon. Subject to the provisions of Section 4.04(A) above, each Bond may be

exchanged at the office of the Registrar for a like aggregate principal amount of Bonds, of other authorized denominations of the same Series and maturity.

SECTION 4.05. Terms of Bonds. The Bonds shall be dated the date of delivery thereof, shall bear interest payable from such date, payable semiannually on January 1 and July 1 of each year, commencing on the date provided for in the Bond Purchase Agreement for such Series of Bonds, at the rates and shall mature and be subject to optional and mandatory redemption substantially in accordance with the maturity and redemption schedules and terms, all as set forth or incorporated by reference in the Bond Purchase Agreement for such Series of Bonds, as such interest payment dates, rates, maturity schedules and redemption schedules and terms may be approved by the Chairman, Vice Chairman or Authorized Officer, based upon the advice of the Financial Advisor, provided that the requirements set forth in Section 4.01 hereof have been satisfied.

SECTION 4.06. Source of Payment. Each Series of Bonds shall be "Bonds" as such term is used in the Master Bond Resolution. The scheduled payment of principal of, interest on and redemption premium, if any, with respect to each Series of Bonds and all other payments required pursuant to the terms of the Master Bond Resolution and the terms hereof will be payable solely from the System Pledged Revenues, on a parity with any Bonds issued under the Master Bond Resolution whether currently Outstanding or hereinafter issued and any Qualified Swap Payments related to such Bonds, if any. THE PAYMENT THEREOF WILL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY") OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY OR THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BONDS OR ANY PREMIUM OR INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THE BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST OR PREMIUM DUE THEREON, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF,

INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE BONDS EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE RESOLUTION. No recourse shall be had for the payment of the principal of or premium or interest on the Bonds or for any claim based thereon or on the Master Bond Resolution or this Resolution or otherwise with respect thereto or hereto against any board member, officer or employee of the Authority or any person executing the Bonds and nothing in the Bonds, the Master Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of the Authority or the County or person executing the Bonds.

SECTION 4.07. Application of Proceeds of Bonds. The proceeds of the Bonds shall be applied simultaneously with the delivery of such Bonds for the purposes described in this Resolution and pursuant to a certificate of an Authorized Officer or a closing memorandum executed in connection with the issuance and delivery of the Bonds.

SECTION 4.08. Form of Bonds. Subject to the provisions of the Master Bond Resolution, the Bonds and the Registrar's certificate of authentication with respect thereto shall be in substantially the following forms, with such insertions or omissions, endorsements and variations as may be permitted by the Master Bond Resolution and the Act, including changes as shall be necessary to reflect differences between the Bonds, and approved by the Chairman or Vice Chairman of the Authority, execution and delivery of the Bonds to be conclusive evidence of such approval.

[Form of Bond]

No. R 201\_ - \_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
REFUNDING REVENUE BONDS, SERIES \_\_\_\_\_

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
_____ %	July 1, 20_____	_____, 201_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The Central Florida Expressway Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the sources hereinafter described, the Principal Amount identified above, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts upon presentation and surrender hereof at the corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, National Association, or its successors or assigns, as Trustee, Paying Agent and Registrar (hereinafter referred to as the "Registrar" or the "Trustee"), and to pay, solely from such sources, interest on the Principal Amount from the Original Dated Date identified above, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, until payment of the outstanding Principal Amount hereof, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually on the first day of January and the first day of July of each year, commencing on January 1, 2017. Except as otherwise provided in the Resolution (as defined below), interest will be paid by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Authority maintained by the Registrar at the close of business on the fifteenth (15th) day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U. S. Mail, postage prepaid, by the Trustee to the Registered Owners of Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

This Bond is one of a duly authorized issue of Bonds designated "Central Florida Expressway Authority Refunding Revenue Bonds, Series \_\_\_\_" (this "Bond" or the "Bonds") issued by the Authority under the authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended, and under and pursuant to an Amended and Restated Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Twenty-First Supplemental Revenue Bond Resolution adopted by the Authority on September 8, 2016 (collectively, the "Resolution"). Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Resolution. As provided in the Resolution, this Bond and the interest and premium, if any, hereon are payable solely from and secured by a pledge of the System Pledged Revenues of the Expressway System (each as defined in the Resolution) owned and operated by the Authority, upon deposit of such System Pledged Revenues into the System General Revenue Fund established by the Resolution, and other funds held or set aside under the Resolution (excluding the Rebate Fund). Such pledge is on parity with Bonds issued from time to time under the Resolution (whether currently Outstanding or hereafter issued), and any Qualified Swap Payments related to such Bonds. No Supplemental Payments are pledged to secure the repayment of the Bonds. Reference is hereby made to the Resolution for the provisions, among others, relating to the terms of, lien on and security for the Bonds, the custody and application of the proceeds of the Bonds, the rights and remedies of the registered owners of the Bonds, the extent of and limitations on the Authority's rights, duties and obligations, the provisions permitting the issuance of additional Bonds, [the provisions pursuant to which the Series Bond Insurer is given the sole right to exercise certain rights of the Holders of Bonds insured by such Series Bond Insurer], and the provisions permitting amendments to the Resolution with and without consent of the Holders of the Bonds, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Bond. Copies of the Resolution are on file and available at the principal office of the Registrar.

THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY OR THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BONDS OR ANY PREMIUM OR

INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF THIS BOND OR ANY INTEREST OR PREMIUM DUE HEREON, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THIS BOND EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE RESOLUTION. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or on the Resolution or otherwise with respect thereto against any member, officer or employee of the Authority or any person executing the Bonds and nothing in the Bonds or the Resolution shall create or give rise to any personal liability of any such member, officer or employee of the Authority or person executing the Bonds.

The Bonds are being issued for the purposes of (a) refunding one or more Series or subseries of the Refunded Bonds on an advanced or current basis, as permitted and applicable, (b) providing funds or paying the premium on the Series Reserve Account Credit Facility to be deposited into the Series Reserve Subaccount established hereunder with respect to each Series or subseries of Bonds issued hereunder, and (c) paying the costs of issuance of each Series or subseries of Bonds, including, but not limited to, premiums for one or more Bond Insurance Policies, if any, for such Bonds.

As provided in the Resolution, additional Bonds may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as provided in the Resolution. The aggregate principal amount of Bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds issued and to be issued under the Resolution (including any Qualified Swap Payments related thereto) will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

[Insert applicable mandatory and/or optional redemption provisions (including any related notice provisions) here, if any. Form language below is subject to modification, amendment or elimination based upon the specific terms of the Bonds]

The Bonds maturing on \_\_\_\_\_, 20\_\_ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption, on \_\_\_\_\_ 1 in the following years and in the following principal amounts:

Year

Principal Amount

20__	\$	_____
20__		_____
20__		_____
20__		_____
20__ (maturity)		_____

The Bonds maturing before \_\_\_\_\_, 20\_\_ are not subject to optional redemption prior to maturity. The Bonds maturing on and after \_\_\_\_\_ 1, 20\_\_ are subject to redemption prior to their maturity at the option of the Authority upon published notice as hereinafter provided, as a whole or in part at anytime, on and after \_\_\_\_\_ 1, 20\_\_, at the respective redemption prices (expressed as percentages of the principal amount of the Bonds or portions thereof to be redeemed) set forth below, together with accrued interest to the redemption date:

Period During which Redeemed (both dates inclusive)	Redemption Price
_____	_____

Notwithstanding anything in the Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to the Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Trustee at the direction of the Authority on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Authority who shall give the Trustee notice at least ten (10) days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. In the event the Trustee is so directed to purchase Bonds in lieu of optional redemption, no notice to the Registered Owners of Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Authority. Bonds to be purchased hereunder which are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

If less than all of the Bonds are to be redeemed or purchased in lieu thereof, the maturities (including CUSIP numbers within a maturity to the extent that there are multiple Bonds with the same maturity) and principal amounts of each such maturity to be redeemed or purchased (other than redemptions from Sinking Fund Installments which

shall be made from the corresponding maturities specified above) shall be selected by the Authority, and in the event less than all of the Bonds of an entire maturity are redeemed or purchased, the Bonds of such maturity or a series thereof shall be selected by CUSIP at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed or purchased shall be in the principal amount of \$5,000 or any integral multiple thereof, and that in selecting portions of such Bonds for redemption or purchase, the Trustee shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed or purchased in part by \$5,000.

The Bonds are payable upon redemption at the above-mentioned offices of the Registrar. Notice of optional redemption shall be published not less than twenty (20) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. The Bonds or portions thereof specified in said notice to be optionally redeemed shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Bonds to be optionally redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable to the registered owners entitled to payment thereof. No redemption notice shall be required with respect to the Bonds that are subject to mandatory redemption.

If the date for payment of the principal of, [premium, if any,] or interest on this Bond shall be a day which is not a Business Day pursuant to the Resolution, then the date for such payment shall be the next succeeding Business Day and payment on such succeeding Business Day shall have the same force and effect as if made on the nominal date of payment.

This Bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Registrar by the Registered Owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered Bond or Bonds, of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed, provided that neither the Authority nor the Registrar is required to exchange or transfer this Bond for a period of twenty (20) days next preceding any selection of Bonds to be redeemed and thereafter until after the first publication or mailing of any notice of redemption, and, in addition, for a period of twenty (20) days preceding an interest payment date. The Authority, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and the interest due hereon and for all other purposes. The Bonds are issuable in the form of fully



registered bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000.

By purchasing and accepting delivery of the Bonds, the holders of the Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in connection with the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication endorsed hereon shall have been duly executed by the Trustee.

**IN WITNESS WHEREOF**, the Central Florida Expressway Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman (or Vice Chairman) of the Central Florida Expressway Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Secretary (or Assistant Secretary).

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Its [Vice-] Chairman

ATTESTED AND COUNTERSIGNED:

By: \_\_\_\_\_  
its [Assistant] Secretary

**REGISTRAR'S CERTIFICATION  
OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Wells Fargo Bank, National Association, AS REGISTRAR

By \_\_\_\_\_  
Authorized Signature

Date of Authentication: \_\_\_\_\_, 20\_\_.

**CERTIFICATION OF VALIDATION**

This Bond is one of a Series of Bonds which were validated and confirmed by Judgment of the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, rendered on September 20, 2002.

**ASSIGNMENT**

For value received, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(PLEASE PRINT OR TYPEWRITE NAME, SOCIAL SECURITY NUMBER. OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE  
AND ADDRESS INCLUDING ZIP CODE OF ASSIGNEE)

the within Bond of the Central Florida Expressway Authority and hereby irrevocably constitutes and appoints

\_\_\_\_\_ attorney to transfer the said Bond on the Books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

**[BOND INSURANCE**

[\_\_\_\_\_, has delivered its financial guaranty insurance policy (the "Policy" with respect to the scheduled payments of principal of and interest on this Bond to Wells Fargo Bank, National Association, as paying agent on behalf of the holders of the Bonds (the "Paying Agent"). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from \_\_\_\_\_ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and

consents to the subrogation rights of \_\_\_\_\_ as more fully set forth in the Policy.]

Signature guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

\_\_\_\_\_  
**NOTICE:** The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security Number or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants in the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_  
under Uniform Transfer to Minors Act of \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

[End of Bond Form]

#### SECTION 4.09. Book-Entry Only System.

A. The Bonds when initially issued shall be registered in the name of Cede & Co., or such other name as may be requested by an authorized representative of the Depository Trust Company ("DTC"), as nominee of DTC, in the form of a single fully registered Bond for each maturity of the Bonds. DTC is hereby appointed initial securities depository for the Bonds, subject to the provisions of subsection (B) of this Section. So long as DTC or its nominee, as securities depository, is the Bondholder of Bonds, individual purchases of beneficial ownership interests in such Bonds may be made only in book form by or through DTC participants, and purchasers of such beneficial ownership interest in Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased. So long as DTC or its nominee, as securities depository, is the Bondholder of Bonds, payments of principal and the redemption price of and premium (if any) and interest on such Bonds will be made by wire transfer to DTC or its nominee, or otherwise pursuant to DTC's rules and procedures as may be agreed upon by the Authority, the Paying Agent and DTC. Transfers of principal, the redemption price and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Bonds by DTC participants will be the responsibility of such participants, indirect participants and other nominees of such beneficial owners. So long as DTC or its nominee, as securities depository, is the Bondholder of Bonds, the Authority shall send, or cause the Paying Agent to send, or take timely action to permit the Paying Agent to send to DTC notice of redemption of such Bonds and any other notice required to be given to Bondholders of Bonds pursuant to the Resolution, as supplemented herein, in the manner and at the times prescribed by the Resolution, as supplemented herein, or otherwise pursuant to DTC's rules and procedures or as may be agreed upon by the Authority, the Paying Agent (if applicable) and DTC.

Neither the Authority nor any fiduciary shall have any responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (i) sending transaction statements; (ii) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant, indirect participant or other nominees of such beneficial owners; (iii) payment or the timeliness of payment by DTC to any DTC participant, indirect participant or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owner of any amount due in respect of the principal or the redemption price of or interest on Bonds; (iv) delivery or timely delivery by DTC to any DTC participant or indirect participant, or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owners of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution, as supplemented herein to be given to Bondholders of Bonds; (v) the selection of the beneficial owners to receive payment in the event of any partial redemption of Bonds; or (vi) any action taken by DTC or its nominee as the Bondholder of the Bonds.

Notwithstanding any other provisions of the Master Bond Resolution to the contrary, the Authority, the Paying Agent and each other fiduciary shall be entitled to

treat and consider the Holder in whose name each Bond is registered in the registration books of as the absolute Holder of such Bond for the purpose of payment of principal or the redemption price of and premium (if any) and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal and the redemption price of and premium (if any) and interest on the Bonds only to or upon the order of the respective Holders, as shown on the registration books as provided in the Master Bond Resolution, as supplemented by this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal or the redemption price of and premium (if any) and interest on the Bonds to the extent of the sum or sums so paid.

Notwithstanding any other provisions of the Master Bond Resolution, as supplemented by this Resolution, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or the redemption price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, pursuant to DTC rules and procedures.

Payments by the DTC participants to beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Paying Agent or the Authority, subject to any statutory and regulatory requirements as may be in effect from time to time.

Provisions similar to those contained in this subsection (A) may be made by the Authority in connection with the appointment by the Authority of a substitute securities depository, or in the event of a successor to any securities depository.

B. The Authority shall issue Bond certificates (the "Replacement Bonds") directly to the beneficial owners of the Bonds, or their nominees, in the event that DTC determines to discontinue providing its services as securities depository with respect to such Bonds, at any time by giving notice to the Authority, and the Authority fails to appoint another qualified securities depository to replace DTC. In addition, the Authority shall issue Replacement Bonds directly to the beneficial owners of the Bonds, or their nominees, in the event the Authority discontinues use of DTC as securities depository at any time upon determination by the Authority, in its sole discretion and without the consent of any other person, that beneficial owners of the Bonds shall be able to obtain certificated Bonds.

C. In connection with any notice of redemption provided in accordance with the Master Bond Resolution, as supplemented by this Resolution, notice of such redemption shall also be sent by the Paying Agent by first class mail, overnight delivery service or other secure overnight means, postage prepaid, to any Rating Agency then

maintaining a rating with respect to the Bonds and to the Repository, in accordance with applicable rules and regulations then in effect, in each case not later than the mailing of notice required herein.

SECTION 4.10. Redemption Prices and Terms: Purchase in Lieu of Redemption.

A. Optional Redemption. Each Series of the Bonds shall be subject to such optional redemption provisions as and to the extent such optional redemption is subsequently provided for in: (i) the Bond Purchase Agreement and the final Official Statement for such Series of Bonds sold by public offering or (ii) the credit agreement, continuing covenants agreement or similar agreement with respect to Bonds sold by direct placement, all of the foregoing, as approved by the Chairman, Vice Chairman or Authorized Officer pursuant to the authority provided herein.

B. Mandatory Redemption. Each Series of the Bonds shall also be subject to mandatory redemption to satisfy sinking fund installments as and to the extent such mandatory redemption is subsequently provided for in: (i) the Bond Purchase Agreement and the final Official Statement for such Series of Bonds sold by public offering, or (ii) the credit agreement, continuing covenants agreement or similar agreement with respect to Bonds sold by direct placement, all of the foregoing, as approved by the Chairman, Vice Chairman or Authorized Officer pursuant to the authority provided herein.

C. Purchase in Lieu of Optional Redemption. Notwithstanding anything in this Resolution to the contrary, if the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Trustee at the direction of the Authority on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Authority who shall give the Trustee notice at least ten (10) days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds. In the event the Trustee is so directed to purchase Bonds in lieu of optional redemption, no notice to the Registered Owners of Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Authority. Bonds to be purchased under this Section 4.10.C. which are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

D. Selection of Bonds to be Redeemed or Purchased. If and to the extent that less than all of the Bonds are to be redeemed or purchased in lieu thereof, the maturities

(including CUSIP numbers within a maturity to the extent that there are multiple Bonds with the same maturity) and principal amounts of each such maturity to be redeemed or purchased (other than from sinking fund installments which shall be made from the corresponding maturities designated as provided above) shall be selected by the Authority, and in the event less than all of the Bonds of an entire maturity or a series thereof are redeemed or purchased, the Bonds of such maturity shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed or purchased shall be in the principal amount of \$5,000 or any integral multiple of \$5,000 in excess thereof, and in selecting portions of such Bonds for redemption or purchase, the Trustee shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed or purchased in part by \$5,000.

SECTION 4.11. Notice of Redemption. To the extent applicable to the Bonds, any redemption of the Bonds shall be subject to the requirements of the Master Bond Resolution, provided however, that (a) the provisions of Section 3.2 of the Master Bond Resolution regarding notice of redemption is required solely with respect to the exercise by the Authority of its right to optionally redeem the Bonds, and (b) the thirty (30) day notice period set forth in Section 3.2 of the Master Bond Resolution for the notice of optional redemption of the Bonds is hereby changed to twenty (20) days with respect to the Bonds.

So long as DTC is effecting book-entry transfers of the Bonds and to the extent that the Bonds are subject to redemption, the Paying Agent shall provide the redemption notices referenced in this Section 4.11 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of any applicable redemption of such Bond.

To the extent applicable to the Bonds, any notice of optional redemption given pursuant to this Section 4.11 shall state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the Redemption Date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Holders of Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

## ARTICLE V

### SALE OF BONDS

SECTION 5.01 Approval of Bond Purchase Agreement. Offers with respect to one or more Series of Bonds in the form of the Bond Purchase Agreement attached hereto as Exhibit A are hereby approved, subject to such changes, insertions and omissions and filling of blanks therein as may be approved and made in such form by the Chairman, the Vice Chairman or an Authorized Officer in a manner consistent with the terms of this Resolution, execution and delivery of such Bond Purchase Agreement(s) to be conclusive evidence of such approval. Upon receipt of a disclosure statement from the Purchaser and a financial analysis from the Purchaser and the Financial Advisor evidencing that the requirements set forth in Section 4.01 above are met, the Chairman, the Vice Chairman or an Authorized Officer is hereby authorized to accept the offers of the Purchaser to purchase the Bonds in an aggregate principal amount of not to exceed the amount specified in Section 4.01.A. above and at a purchase price reflecting an underwriter's discount of not greater than 0.50% of the par amount of the Bonds, reduced by any original issue discount and increased by any premium reflected in the original offering price to the public of such current interest paying bonds, if any, thereon, plus accrued interest thereon to the date of delivery, upon the terms and conditions set forth in the Bond Purchase Agreement. The Chairman or Vice Chairman or Authorized Officer is hereby authorized to designate the member or members of its underwriting team to serve as Purchaser with respect to a Series of Bonds issued hereunder and to execute one or more Bond Purchase Agreements, if necessary, for and on behalf of the Authority pursuant to the terms hereof. If the Authority is unable to reach an agreement with a designated Purchaser regarding the purchase of the Bonds in a timely manner, then the Chairman or Vice Chairman or Authorized Officer is hereby authorized to select and negotiate with another member of the Authority's underwriting team to purchase the Bonds, subject to the terms and conditions of this Resolution and such other selected underwriter shall be deemed to be the Purchaser for the purposes of this Resolution.

#### SECTION 5.02. Official Statement; Credit Agreement.

- (a) The Authority hereby approves the form and content of the draft Preliminary Official Statement attached hereto as Exhibit B with respect to such Series of Bonds to be sold by public offering. The Chairman, Vice Chairman or Authorized Officer of the Authority is hereby authorized to approve the final form of a Preliminary Official Statement for each Series of Bonds issued hereunder, including for purposes of making findings required for purposes of Rule 15c2-12 of the Securities Exchange Commission ("Rule 15c2-12"), together with such changes, insertions, omissions and filling of blanks therein as the Chairman, Vice Chairman or Authorized Officer, in his or her discretion, may approve in a manner consistent with the terms of this Resolution, including such changes as may be necessary to make appropriate disclosure of the Authority's financial and operational results, and otherwise in substantially the form attached hereto, execution of a certificate deeming the Preliminary Official Statement for each



Series of Bonds issued hereunder final for purposes of Rule 15c2-12 to be conclusive evidence of such approval, and to authorize the distribution of such Preliminary Official Statement by the Purchaser in the initial marketing of the Bonds. The Chairman, Vice Chairman or an Authorized Officer is hereby authorized to approve and execute, on behalf of the Authority, a final Official Statement with respect to each Series of Bonds issued hereunder, with such changes, supplements, modifications, insertions and deletions from the applicable Preliminary Official Statement as the Chairman or Vice Chairman, in his sole discretion, shall approve, such execution to be conclusive evidence of such approval. The Authority hereby consents to the use by the Purchaser of the applicable Preliminary Official Statement and final Official Statement for a Series of Bonds issued hereunder.

- (b) The Authority hereby delegates to an Authorized Officer the authority to negotiate a credit agreement, continuing covenants agreement or similar agreement with respect to a Series of Bonds sold by direct placement. The terms and provisions of any such agreement shall comply with the parameters set forth in this Resolution. The Chairman, Vice Chairman or Authorized Officer of the Authority is hereby authorized to execute and deliver such an agreement for each Series of Bonds issued hereunder on behalf of the Authority and sold by direct placement.

SECTION 5.03. Continuing Disclosure Agreement. For purposes of enabling the Purchaser to comply with the requirements of Rule 15c2-12, the Continuing Disclosure Agreement for each Series of Bonds issued hereunder to which Rule 15c2-12 applies, in the form attached hereto as Exhibit C, is hereby approved in a manner consistent with the terms of this Resolution, subject to such changes, insertions, omissions and filling of blanks therein as may be approved and made in such form by the officers of the Authority executing the same, execution and delivery thereof to be conclusive evidence of such approval. The Chairman or Vice Chairman of the Authority is hereby authorized to execute and deliver the Continuing Disclosure Agreement for each Series of Bonds issued hereunder on behalf of the Authority and in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution.

SECTION 5.04. Trustee, Paying Agent and Registrar Agreement. The form of the Trustee, Paying Agent and Registrar Agreement for each applicable Series of Bonds issued hereunder and attached hereto as Exhibit D is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Trustee, Paying Agent and Registrar Agreement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Chairman or Vice Chairman is hereby authorized to execute the Trustee, Paying Agent and Registrar Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution. Wells Fargo Bank, National

Association is hereby designated as the initial Trustee, Paying Agent and Registrar under each Trustee, Paying Agent and Registrar Agreement for a Series of Bonds issued hereunder and shall serve until it resigns or is removed and a successor Trustee, Paying Agent and Registrar is appointed for such Bonds as provided in the Trustee, Paying Agent and Registrar Agreement. To the extent that a Bond Insurance Policy is obtained with respect to all or a portion of a Series of Bonds, the Paying Agent shall transfer the Bond Insurance Policy for such Bonds and the Series Reserve Account Credit Facility to any successor Paying Agent. The Paying Agent shall not have a lien on any (i) proceeds received from the Bond Insurance Policy, if any, or (ii) proceeds received from the Series Reserve Account Credit Facility, if any. The Chairman, Vice Chairman or other Authorized Officer is authorized to approve the form of and to execute on behalf of the Authority the Trustee, Paying Agent and Registrar Agreement for each Series of Bonds, in accordance with the requirements of this Section 5.04.

SECTION 5.05 Approval of Form of Escrow Deposit Agreement; Designation of Escrow Agent; Designation of Verification Agent. The form of the Escrow Deposit Agreement for each Series of Bonds issued hereunder and attached hereto as Exhibit E is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Escrow Deposit Agreement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Chairman or Vice Chairman is hereby authorized to execute the Escrow Deposit Agreement on behalf of the Authority with respect to one or more Series or subseries of the Refunded Bonds. Wells Fargo Bank, National Association is hereby designated as the Escrow Agent under each Escrow Deposit Agreement. An Authorized Officer is hereby authorized to designate the Verification Agent to provide verification services with respect to amounts deposited with the Escrow Agent pursuant to each Escrow Deposit Agreement.

SECTION 5.06. Bond Insurance Policy; Series Reserve Account Credit Facility. The Authority hereby designates the Bond Insurance Policy as a “Bond Credit Facility” for the Bonds, approves the selection of the Series Bond Insurer as the provider of the Series Bond Insurance Policy, authorizes the delivery by the Series Bond Insurer of one or more Bond Insurance Policies with respect to the issuance of the Bonds, and the payment of the premium associated with each Bond Insurance Policy. The determination of whether to obtain a Bond Insurance Policy for all or a portion of a Series of Bonds shall be made by the Chairman, Vice Chairman or Authorized Officer, based upon the advice of the Financial Advisor. The Authority further approves the selection of the Series Reserve Facility Provider as the provider of each Series Reserve Account Credit Facility, authorizes the delivery by the Series Reserve Facility Provider of each Series Reserve Account Credit Facility, and the payment of the premiums associated with the Series Reserve Account Credit Facilities. The determination of whether to obtain the Series Reserve Account Credit Facility for all or a portion of the Bonds shall be made by the Chairman, Vice Chairman or Authorized Officer, based upon the advice of the Financial Advisor. The Chairman, Vice Chairman or Authorized Officer is hereby authorized to execute on behalf of the Authority any and all documents, instruments, certificates and agreements in connection with the purchase and delivery of each Bond

Insurance Policy and Series Reserve Account Credit Facility for the Bonds, with such changes, insertions, omissions and filling of blanks therein as such officer shall approve.

## ARTICLE VI

### TAX COMPLIANCE AND REBATE PROVISIONS

SECTION 6.01. The Series Rebate Fund. There is hereby created and established one or more funds to be known as the “Central Florida Expressway Authority Revenue Bonds, Series \_\_\_\_\_ Rebate Fund” (each fund hereinafter referred to as a “Series Rebate Fund”). The Authority hereby delegates to the Chairman, Vice Chairman or Authorized Officer to designate by closing certificate at the time of issuance of a Series of Bonds hereunder the Series of Bonds to which each Series Rebate Fund will apply. The Series Rebate Fund shall be maintained with the Paying Agent and shall be kept separate and apart from all other funds of the Authority, and used for the purpose and in the manner provided in this Section, and shall be and constitute a trust fund for such purposes. The Bonds, including any Additional Bonds or Refunding Bonds hereafter issued pursuant to and within the terms, limitations and conditions contained in the Master Bond Resolution, as supplemented by this Resolution, shall have no lien on or pledge of the moneys at any time or from time to time on deposit in the Series Rebate Fund and the moneys in the Series Rebate Fund shall be available for use only as herein provided. The Authority shall use moneys deposited in the Series Rebate Fund only for the payment of the Rebate Amount with respect to the Bonds to the United States. Funds on deposit in the Series Rebate Fund in excess of the Rebate Amount, however, may be withdrawn and paid over to the Authority. In complying with the foregoing, the Authority may rely upon Bond Counsel’s Opinion with respect thereto.

If any amount shall remain in the Series Rebate Fund after payment in full of all Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amount shall be available to the Authority for any lawful purpose.

Notwithstanding any other provision of this Resolution or the Master Bond Resolution, including in particular Section 5.1 of the Master Bond Resolution, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 6.02 hereof and this Section 6.01 shall survive the defeasance or payment in full of the Bonds.

SECTION 6.02. Covenants Concerning Compliance with Tax Laws. In addition to any other requirements contained in the Master Bond Resolution, the Authority hereby covenants and agrees, for the benefit of the holders from time to time of the Bonds, to comply with the requirements contained in the Code to the extent necessary, and any other requirements which, in Bond Counsel’s Opinion, are necessary to preserve the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes throughout the term of the issue.

SECTION 6.03. Amendments to Article VI. Any provision of this Resolution or of the Master Bond Resolution to the contrary notwithstanding, the provisions of this Article VI may be amended from time to time without the consent of the Paying Agent or the Bondholders upon delivery to the Paying Agent of a Bond Counsel's Opinion to the effect that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

## ARTICLE VII

### ESTABLISHMENT OF CERTAIN ACCOUNTS

SECTION 7.01. Series Cost of Issuance Account. The Authority hereby establishes with the Trustee for each Series of the Bonds the "Central Florida Expressway Authority Refunding Revenue Bonds, Series \_\_\_\_\_ Cost of Issuance Account" (the "Series Cost of Issuance Account") as separate accounts under the Master Bond Resolution. The Authority hereby delegates to the Chairman, Vice Chairman or Authorized Officer to designate by closing certificate at the time of issuance of a Series of Bonds hereunder the Series of Bonds to which each Series Cost of Issuance Account will apply. Proceeds of the Bonds, and any other monies of the Authority, if any, deposited in the Series Cost of Issuance Account shall be used only for the payment of cost of issuance associated with the issuance of the Series of Bonds to which such Account applies, and until applied to the payment of such costs, shall be held by the Trustee and be subject to a lien on charge in favor of the Bondholders and for the further security of such Bondholders. Any funds remaining on deposit in the Series Cost of Issuance Account after the payment of all costs of issuance of the Bonds shall be transferred to the Interest Account of the Sinking Fund to be used for purposes of paying interest on the Bonds.

SECTION 7.02. Series Reserve Subaccount. The Authority hereby establishes with the Trustee the "Central Florida Expressway Authority Series \_\_\_\_\_ Bonds Debt Service Reserve Subaccount" (the "Series Reserve Subaccount") as separate subaccounts within the Debt Service Reserve Account established pursuant to the Master Bond Resolution. The Authority hereby delegates to the Chairman, Vice Chairman or Authorized Officer to designate by closing certificate at the time of issuance of a Series of Bonds hereunder the Series of Bonds to which each Series Reserve Subaccount will apply. The Debt Service Reserve Requirement, if any, with respect to a Series of Bonds issued hereunder shall be determined on the date that such Bonds are sold. The Series Reserve Subaccount may be funded by the Authority through the deposit in a lump sum or installments of available money, proceeds of such Bonds, a Series Reserve Account Credit Facility, or any combination of thereof. The Series Reserve Subaccount shall be fully funded by the Authority on or before sixty (60) months following the date that the Bonds are issued. If the Series Reserve Subaccount is to be funded in installments as provided in this paragraph: (i) the Authority shall make substantially equal monthly installments in order that the amounts on deposit therein and available amounts under any Series Reserve Account Credit Facility at the end of such period shall equal the Debt Service Reserve Requirement, and (ii) the deposits required to be made to the Series Reserve Subaccount pursuant to the foregoing may be limited to the amount which will

be sufficient to pay the required monthly installments specified in such resolution, plus an additional amount necessary to make up any deficiencies caused by withdrawals or resulting from the valuation of investments of funds on deposit therein. The Series Reserve Subaccount is pledged solely to secure the repayment of the Bonds, and Holders of the Bonds shall not be secured by any other money on deposit in the Debt Service Reserve Account. Application of amounts drawn on the Series Reserve Account Credit Facility or funds deposited in the Series Reserve Subaccount, as applicable, shall be in accordance with the Master Bond Resolution unless otherwise provided herein.

SECTION 7.03. Additional Funds, Accounts and Subaccounts. The Authority may, by certificate of an Authorized Officer and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with any one or more Series of the Bonds, as the Authority may reasonably determine are necessary or desirable.

## **ARTICLE VIII**

### **SERIES BOND INSURER PROVISIONS**

To the extent that it is determined pursuant to Section 5.06 hereof to obtain a Bond Insurance Policy with respect to all or a portion of one or more Series of the Bonds, the provisions set forth in Exhibit F attached hereto shall apply to the Bonds for so long as such policy remains in effect with respect to such Bonds. The provisions set forth in Exhibit F that are required to be set forth in this Resolution as a condition to the issuance of such Bond Insurance Policy by the Series Bond Insurer are hereby incorporated into the body of this Resolution as if set forth herein. If it is determined by the Authority not to obtain a Bond Insurance Policy with respect to all or a portion of one or more Series of the Bonds, then the provisions set forth in Exhibit F attached hereto shall not apply to such Bonds or this Resolution, shall not be deemed to be incorporated into the body of this Resolution and shall have no further force or effect hereunder.

## **ARTICLE IX**

### **TRUSTEE PROVISIONS**

SECTION 9.01. Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Senior Lien Bond Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its misconduct, negligence or bad faith.

SECTION 9.02. Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act required by this Resolution or the Master Senior Lien Bond Resolution. The Trustee shall not be liable in

connection with the performance of its duties under this Resolution or the Master Senior Lien Bond Resolution except for its own misconduct, negligence or bad faith.

**SECTION 9.03. Compensation.** The Authority shall pay to the Trustee such reasonable compensation as shall be agreed upon between the Authority and the Trustee.

**SECTION 9.04. Reliance.** The Trustee shall be protected and shall incur no liability for acts or omissions made in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, or other paper or document which it shall, in good faith, reasonably believe to be genuine and to have been adopted and signed by the proper board or person or to have been prepared and furnished pursuant to the provisions of this Resolution. The Trustee shall not be responsible for determining what are Permitted Investments.

**SECTION 9.05. Resignation.** The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Senior Lien Bond Resolution by notice, in writing, to be given to the Authority not less than ninety (90) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 8.07 hereof if said appointment and acceptance shall be before the time specified by such notice.

**SECTION 9.06. Removal.** The Trustee may be removed at any time by the Authority in accordance with the terms of the Trustee, Paying Agent and Registrar Agreement referenced in Section 5.02 hereof. Written notice of such removal shall be provided to the Holders by the Authority.

**SECTION 9.07. Successor Trustee.**

A. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall, within thirty (30) days, appoint a successor Trustee to fill such vacancy. The Trustee appointed under this Section shall be a bank or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity. Any such successor Trustee shall have combined capital, surplus, and undivided profits of at least \$50,000,000. Anything contained in this Resolution to the contrary notwithstanding, no resignation or removal shall become effective until a successor has been appointed and accepted the responsibilities hereunder.

B. Every successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment, and thereupon such successor Trustee without

further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 9.03, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all property and moneys held by it under this Resolution to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by the Authority.

**SECTION 9.08. Mergers and Consolidations.** Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee shall sell or transfer all or substantially all of the bond administration portion of its corporate trust business, provided such company shall be a bank, or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity, shall be successor to the Trustee without the execution or filing of any paper or performance of any further act.

## **ARTICLE X**

### **MISCELLANEOUS**

**SECTION 10.01. Authorizations.** The Chairman or the Vice Chairman is hereby authorized to countersign the Bonds by his or her manual or facsimile signature in the manner provided herein. The Chairman, Vice Chairman, Secretary, Assistant Secretaries, Executive Director, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, Assistant Secretaries, Executive Director, and Chief Financial Officer of the Authority are hereby designated as the Authorized Officers of the Authority charged with the responsibility of issuing the Bonds. In the absence or unavailability of the Chairman, the Vice Chairman is hereby authorized to act in his place. If any officer of the Authority who has signed the Bonds or any other documents, certificates, instruments, contracts, and agreements in furtherance of this Resolution shall cease to hold such office before the delivery date of such Bonds, documents, certificates, instruments, contracts, and

agreements, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery.

**SECTION 10.02. Parties Interested Herein.** Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the Paying Agent, and the registered owner of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent, and the registered owner of the Bonds.

**SECTION 10.03. Controlling Law; Members; Members of Authority not Liable.** All covenants, stipulations, obligations and agreements of the Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Authority in his or her individual capacity, and neither the members of the Governing Body of the Authority nor any official executing the Bonds shall be liable personally on the Bonds or under this Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or the execution thereof by the Authority or such officers thereof.

**SECTION 10.04. Consent to Amendments to Lease Purchase Agreement.** By purchasing and accepting delivery of the Bonds, the holder of the Bonds issued hereunder shall be deemed to have consented to amend the terms and provisions of the LPA to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the LPA in connection with any additional modifications, amendments or supplements to the LPA.

**SECTION 10.05. Effective Date.** This Resolution shall become effective upon approval.

[SIGNATURES FOLLOW NEXT PAGE]



This Resolution was approved and adopted by the Central Florida Expressway Authority on September 8, 2016.

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Welton Cadwell, Chairman

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo, Assistant Secretary

Signed:

\_\_\_\_\_  
Based upon review by Bond Counsel acting upon the direction of General Counsel, this Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

**EXHIBIT A**

**FORM OF BOND PURCHASE AGREEMENT**

[Attached]

**EXHIBIT B**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**  
**[Attached]**

**EXHIBIT C**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**  
[Attached]

**EXHIBIT D**

**FORM OF TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT**  
[Attached]

**EXHIBIT E**

**FORM OF ESCROW DEPOSIT AGREEMENT**  
[Attached]

## **EXHIBIT F**

### **BOND INSURANCE POLICY PROVISIONS [SUBJECT TO UPDATE]**

*Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Twenty-First Supplemental Revenue Bond Resolution adopted by the Authority on September 8, 2016 (collectively, the "Bond Resolution". The following provisions shall apply to any one or more Series of Bonds insured by a Bond Insurance Policy issued by the Series Bond Insurer (hereinafter, "Insured Bonds").*

#### **A. Notices and Other Information.**

1. Any notice that is required to be given to holders of the Insured Bonds (the "Bondholders"), any entity required pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee pursuant to this Resolution shall also be provided to the Series Bond Insurer, simultaneously with the sending of such notices. In addition, to the extent that the Authority has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Insured Bonds, all information furnished pursuant to such agreement shall also be provided to the Series Bond Insurer, simultaneously with the furnishing of such information.
2. All demands, notices and other information required to be given to the Series Bond Insurer shall be in writing and shall be mailed by registered or certified mail or personally delivered or telecopied to the recipient as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
(Re: Policy No. \_\_\_\_\_)  
Telecopy No.: \_\_\_\_\_  
Confirmation: \_\_\_\_\_  
Email: \_\_\_\_\_

3. The Series Bond Insurer shall have the right to receive such additional information as it may reasonably request.
4. The Authority will permit the Series Bond Insurer to discuss the affairs, finances and accounts of the Authority or any information the Series Bond Insurer may reasonably request regarding the security for the Insured Bonds with appropriate officers of the Authority, and will use commercially reasonable efforts to enable

the Series Bond Insurer to have access to the facilities, books and records of the Authority on any business day upon reasonable prior notice.

5. The Trustee shall notify the Series Bond Insurer of any failure of the Authority to provide notices, certificates and other information under the documentation entered into in connection with the Insured Bonds (the "Financing Documents").

B. Defeasance. In the event that the principal and/or interest due on the Insured Bonds shall be paid by the Series Bond Insurer pursuant to the Policy, the Insured Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Authority, and the assignment and pledge of the System Pledged Revenues and all covenants, agreements and other Bonds of the Authority to the Bondholders shall continue to exist and shall run to the benefit of the Series Bond Insurer, and the Series Bond Insurer shall be subrogated to the rights of such Bondholders including, without limitation, any rights that such Bondholders may have in respect of securities law violations arising from the offer and sale of the Insured Bonds.

In addition, the Series Bond Insurer will require the following items in connection with the defeasance of the Insured Bonds:

1. An opinion of Bond Counsel to the effect: (i) that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Insured Bonds or refunded bonds, and (ii) that the Insured Bonds are no longer Outstanding under the Bond Resolution.
2. If the Insured Bonds are being advance-refunded (through a net defeasance), a refunding trust or escrow agreement (an "Escrow Agreement") and an opinion of counsel regarding the validity and enforceability of the escrow agreement.
3. The Escrow Agreement shall provide that:
  - a. Any substitution of securities shall require verification by an independent certified public accountant and the prior written consent of the Series Bond Insurer.
  - b. The Authority will not exercise any optional redemption of Insured Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Series Bond Insurer a verification of an independent certified public accountant as to the



sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

- c. The Authority shall not amend the Escrow Agreement or enter into a forward purchase agreement with respect to rights in the escrow without the prior written consent of the Series Bond Insurer.

C. Trustee (or Paying Agent).

1. The Series Bond Insurer shall receive prior written notice of any name change of the Trustee (or Paying Agent) or the removal, resignation or termination of the Trustee (or Paying Agent).
2. No removal or resignation of the Trustee (or Paying Agent) shall take effect until a successor, acceptable to the Series Bond Insurer, shall be appointed.
3. The Trustee (or Paying Agent) may be removed at any time, at the request of the Series Bond Insurer, for any breach of its obligations under this Bond Resolution.
4. Notwithstanding any other provision of the Bond Resolution, in determining whether the rights of Bondholders will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Trustee (or Paying Agent) shall consider the effect on the Bondholders as if there were no Policy.

D. Amendments and Supplements. With respect to any amendments or supplements to the Bond Resolution which do not require the consent of the Bondholders, the Series Bond Insurer must be given prior written notice of any such amendments or supplements. With respect to amendments or supplements to this Bond Resolution which do require the consent of the Bondholders, the Series Bond Insurer's prior written consent is required. Copies of any amendments or supplements to such Financing Documents which are consented to by the Series Bond Insurer shall be sent to the rating agencies that have assigned a rating to the Insured Bonds.

E. The Series Bond Insurer as Third Party Beneficiary. The Series Bond Insurer is explicitly recognized as being a third party beneficiary under the Bond Resolution and may enforce any such right, remedy or claim conferred, given or granted thereunder.

F. Control Rights. The Series Bond Insurer shall be deemed to be the holder of all of the Insured Bonds for purposes of (a) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default, and (b) granting any

consent, direction or approval or taking any action permitted by or required under this Bond Resolution to be granted or taken by the Bondholders.

Anything in the Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default the Series Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under the Bond Resolution.

G. Consent Rights of the Series Bond Insurer.

1. *Consent of the Series Bond Insurer.* Any provision of the Bond Resolution expressly recognizing or granting rights in or to the Series Bond Insurer may not be amended in any manner that affects the rights of the Series Bond Insurer hereunder without the prior written consent of the Series Bond Insurer.
2. *Consent of the Series Bond Insurer in Addition to Bondholder Consent.* Wherever this Bond Resolution requires the consent of Bondholders, the Series Bond Insurer's prior written consent shall also be required.
3. *Consent of the Series Bond Insurer in the Event of Insolvency.* Any reorganization or liquidation plan with respect to the Authority must be acceptable to the Series Bond Insurer. In the event of any such reorganization or liquidation, the Series Bond Insurer shall have the right to vote on behalf of all Bondholders who hold Insured Bonds guaranteed by the Series Bond Insurer, absent a payment default by the Series Bond Insurer under the Policy.
4. *Consent of the Series Bond Insurer Upon Default.* Anything in the Bond Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Series Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under the Bond Resolution.

H. Authority Representations.

1. Non-Reliance on the Series Bond Insurer.
  - a. The Authority has made its own independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Insured Bonds and whether the Policy is appropriate or proper for it based upon its own judgment and upon advice from such legal and financial advisers as it has deemed necessary. The Authority acknowledges that the Series Bond Insurer has not made, and therefore the Authority is not

relying on, any recommendation from the Series Bond Insurer that the Authority insure the Insured Bonds or obtain the Policy; it being understood and agreed that communications from the Series Bond Insurer (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, any related insurance document or the documentation governing the Insured Bonds do not constitute a recommendation to insure the Insured Bonds or obtain the Policy.

- b. The Authority further acknowledges that the Series Bond Insurer has not made any representation, warranty or undertaking, and has not given any assurance or guarantee, in each case, expressed or implied, concerning its future financial strength or the rating of the Series Bond Insurer's financial strength by the rating agencies. The Authority acknowledges that the ratings of the Series Bond Insurer reflect only the views of the rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies. The Authority understands that such ratings may not continue for any given time period and instead may change over time, including without limitation being placed under review for possible downgrade, revised downward, withdrawn entirely by the relevant rating agency if, in the judgment of such rating agency, circumstances so warrant, or withdrawn entirely by the Series Bond Insurer in its sole discretion. The Authority acknowledges and agrees that the Series Bond Insurer undertakes no responsibility to bring to its attention, and shall have no liability for, the placement of a rating under review for possible downgrade or the downward revision or withdrawal of any rating obtained, and that any such review for possible downgrade, downward revision or withdrawal may have an adverse effect on the Insured Bonds. The Authority acknowledges that the Series Bond Insurer pays rating agencies to rate the Series Bond Insurer's financial strength, but that such payment is not in exchange for any specific rating or for a rating within any particular range."

#### I. Reimbursement Obligations.

1. The Authority hereby agrees to pay or reimburse the Series Bond Insurer, to the extent permitted by law, any and all charges, fees, costs and expenses which the Series Bond Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this Bond Resolution, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Authority or any affiliate thereof)

relating to this Bond Resolution, any party to this Bond Resolution or the transaction contemplated by this Bond Resolution, (iii) the foreclosure against, sale or other disposition of any collateral securing any Insured Bonds under this Bond Resolution, or the pursuit of any remedies under this Bond Resolution, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, or (iv) any amendment, waiver or other action with respect to, or related to, this Bond Resolution whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Series Bond Insurer spent in connection with the actions described in clauses (ii) – (iv) above. In addition, the Series Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Bond Resolution. The Authority will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by [ ] at its principal office in [ ] as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by [ ]) plus three percent (3%) per annum (the “Reimbursement Rate”). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event [ ] ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Series Bond Insurer shall specify.

2. In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, the Authority agrees to pay or reimburse the Series Bond Insurer, to the extent permitted by law, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Series Bond Insurer or its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Series Bond Insurer within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by the Bond Resolution or any other Financing Document by reason of:
  - a. any omission or action (other than of or by the Series Bond Insurer) in connection with the offering, issuance, sale, remarketing or delivery of the Insured Bonds;

- b. the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the Authority or the Authority in connection with any transaction arising from or relating to the Bond Resolution or any other Financing Document;
- c. the violation by the Authority of any law, rule or regulation, or any judgment, order or decree applicable to it;
- d. the breach by the Authority of any representation, warranty or covenant under the Bond Resolution or any other Financing Document or the occurrence, in respect of the Authority, under the Bond Resolution or any other Financing Document of any Event of Default or any event which, with the giving of notice or lapse of time or both, would constitute any Event of Default; or
- e. any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the Insured Bonds, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by the Series Bond Insurer in writing expressly for use therein.

**J. Payment Procedure Under the Series Bond Insurance Policy.**

- 1. At least two (2) Business Days prior to each payment date on the Insured Bonds, the Trustee will determine whether there will be sufficient funds to pay all principal of and interest on the Insured Bonds due on the related payment date and shall immediately notify the Series Bond Insurer or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of any deficiency. Such notice shall specify the amount of the anticipated deficiency, the Insured Bonds to which such deficiency is applicable and whether such Insured Bonds will be deficient as to principal or interest or both. If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Series Bond Insurer or its designee.
- 2. The Trustee shall, after giving notice to the Series Bond Insurer as provided above, make available to the Series Bond Insurer and, at the Series Bond Insurer's direction, to any Fiscal Agent, the registration books of the Authority maintained by the Trustee and all records relating to the funds maintained under the Financing Documents.
- 3. The Trustee shall provide the Series Bond Insurer and any Fiscal Agent with a list of registered owners of Insured Bonds entitled to receive

principal or interest payments from the Series Bond Insurer under the terms of the Policy, and shall make arrangements with the Series Bond Insurer, the Fiscal Agent or another designee of the Series Bond Insurer to (i) mail checks or drafts to the registered owners of Insured Bonds entitled to receive full or partial interest payments from the Series Bond Insurer and (ii) pay principal upon Insured Bonds surrendered to the Series Bond Insurer, the Fiscal Agent or another designee of the Series Bond Insurer by the registered owners of Insured Bonds entitled to receive full or partial principal payments from the Series Bond Insurer.

4. The Trustee shall, at the time it provides notice to the Series Bond Insurer of any deficiency pursuant to clause 1. above, notify registered owners of Insured Bonds entitled to receive the payment of principal or interest thereon from the Series Bond Insurer (i) as to such deficiency and its entitlement to receive principal or interest, as applicable, (ii) that the Series Bond Insurer will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to the Series Bond Insurer or any Fiscal Agent, in form satisfactory to the Series Bond Insurer, of an appropriate assignment of the registered owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from the Series Bond Insurer, they must surrender the related Insured Bonds for payment first to the Trustee, which will note on such Insured Bonds the portion of the principal paid by the Trustee and second to the Series Bond Insurer or its designee, together with an appropriate assignment, in form satisfactory to the Series Bond Insurer, to permit ownership of such Insured Bonds to be registered in the name of the Series Bond Insurer, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from the Series Bond Insurer, they must surrender the related Insured Bonds for payment to the Series Bond Insurer or its designee, rather than the Trustee, together with the an appropriate assignment, in form satisfactory to the Series Bond Insurer, to permit ownership of such Insured Bonds to be registered in the name of the Series Bond Insurer.
5. In addition, if the Trustee has notice that any holder of the Insured Bonds has been required to disgorge payments of principal or interest on the Insured Bonds previously Due for Payment pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Series Bond Insurer or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.
6. The Trustee will be hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Bonds as follows:

- a. If and to the extent there is a deficiency in amounts required to pay interest on the Insured Bonds, the Trustee shall (a) execute and deliver to the Series Bond Insurer, in form satisfactory to the Series Bond Insurer, an instrument appointing the Series Bond Insurer as agent for such holders in any legal proceeding related to the payment of such interest and an assignment to the Series Bond Insurer of the claims for interest to which such deficiency relates and which are paid by the Series Bond Insurer, (b) receive as designee of the respective holders (and not as Trustee) in accordance with the tenor of the Policy payment from the Series Bond Insurer with respect to the claims for interest so assigned, and (c) disburse the same to such respective holders; and
  - b. If and to the extent of a deficiency in amounts required to pay principal of the Insured Bonds, the Trustee shall (a) execute and deliver to the Series Bond Insurer, in form satisfactory to the Series Bond Insurer, an instrument appointing the Series Bond Insurer as agent for such holder in any legal proceeding related to the payment of such principal and an assignment to the Series Bond Insurer of the Obligation surrendered to the Series Bond Insurer in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Series Bond Insurer is received), (b) receive as designee of the respective holders (and not as Trustee) in accordance with the tenor of the Policy payment therefore from the Series Bond Insurer, and (c) disburse the same to such holders.
- 7. Payments with respect to claims for interest on and principal of Insured Bonds disbursed by the Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Authority with respect to such Insured Bonds, and the Series Bond Insurer shall become the owner of such unpaid Obligation and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.
- 8. Irrespective of whether any such assignment is executed and delivered, the Authority and the Trustee hereby agree for the benefit of the Series Bond Insurer that:
  - a. they recognize that to the extent the Series Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Trustee), on account of principal of or interest on the Insured Bonds, the Series Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Authority, with interest thereon as provided and solely from the sources stated in this Bond Resolution and the Insured Bonds; and

- b. they will accordingly pay to the Series Bond Insurer the amount of such principal and interest, with interest thereon as provided in this Bond Resolution and the Insured Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Insured Bonds to holders, and will otherwise treat the Series Bond Insurer as the owner of such rights to the amount of such principal and interest.
- 9. The Series Bond Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Authority (as such terms are defined in the Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof in accordance with this agreement, whether or not the Series Bond Insurer has received a Notice (as defined in the Policy) of Nonpayment or a claim upon the Policy.
- 10. In addition, the Series Bond Insurer shall, to the extent it makes any payment of principal or interest on the Insured Bonds become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of claims for interest, the Trustee shall note the Series Bond Insurer's rights as subrogee on the registration books of the Authority maintained by the Trustee, upon receipt of proof of payment of interest thereon to the registered holders of the Insured Bonds, and (ii) in the case of claims for principal, the Trustee, if any, shall note the Series Bond Insurer's rights as subrogee on the registration books of the Authority maintained by the Trustee, upon surrender of the Insured Bonds together with receipt of proof of payment of principal thereof



\$ \_\_\_\_\_  
**Central Florida Expressway Authority**  
**Senior Lien Refunding Revenue Bonds,**  
**Series 2016B**

\$ \_\_\_\_\_  
**Central Florida Expressway Authority**  
**Senior Lien Refunding Revenue Bonds,**  
**Series 2016C**

**BOND PURCHASE AGREEMENT**

September \_\_, 2016

The undersigned, Merrill Lynch, Pierce, Fenner & Smith Incorporated acting on behalf of itself and as representative (the "Representative") of the other underwriters listed on Exhibit B attached hereto (collectively, including the Representative, the "Underwriters"), offers to enter into this Bond Purchase Agreement with the Central Florida Expressway Authority (the "Issuer") for the purchase by the Underwriters and the sale by the Issuer of the hereinafter described Series 2016 Bonds.

The offer made herein by the Underwriters is subject to acceptance thereof by the Issuer at or prior to 6:00 p.m., prevailing time in Orlando, Florida, on the date hereof and, upon such acceptance, evidenced by the signature of a duly Authorized Officer in the space provided below, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriters.

1. Upon the terms and conditions negotiated between the Representative and the Issuer and in reliance upon the respective representations, warranties, covenants and agreements, all as set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from the Issuer for a bona fide offering to the public and the Issuer hereby agrees to sell and deliver to the Underwriters for such purpose, all (but not less than all) of the \$ \_\_\_\_\_ Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016B and the \$ \_\_\_\_\_ Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016C (collectively, the "Series 2016 Bonds"), at the aggregate purchase price of \$ \_\_\_\_\_ (which represents the par amount of the Series 2016 Bonds of \$ \_\_\_\_\_, [less Underwriters' discount of \$ \_\_\_\_\_], [plus bond premium of \$ \_\_\_\_\_], (the "Purchase Price"), which Purchase Price shall be payable to the Issuer on the Closing Date (as defined herein) as provided in Section 7 below. The date for delivery of and payment for the Series 2016 Bonds is expected to be October \_\_, 2016, and is referred to herein as the "Closing Date." The Series 2016 Bonds shall be dated as of the Closing Date, shall mature on such dates and in such principal amounts and pay interest at such rates as described in Exhibit F attached hereto. Interest shall be payable semi-annually on each January 1 and July 1, commencing January 1, 2017. The Series 2016 Bonds shall be subject to redemption as described in Exhibit F attached hereto.

Prior to the date hereof, the Issuer has provided to the Underwriters the Preliminary Official Statement relating to the Series 2016 Bonds dated September \_\_, 2016, including the cover page, inside cover page, appendices and any addendum thereto (the "Preliminary Official Statement"). The Preliminary Official Statement as amended to delete the preliminary language, to reflect the date and the terms of this Bond Purchase Agreement and to reflect the maturities,

principal amounts, interest rates, and redemption provisions of the Series 2016 Bonds and with such additional changes and amendments as shall be approved by the Issuer and the Underwriters is hereinafter referred to as the "Official Statement."

The Series 2016 Bonds shall be as described in and shall be issued under and secured pursuant to the Act and by that certain Amended and Restated Master Bond Resolution adopted by the Issuer on February 3, 2003 (the "Master Bond Resolution"), as supplemented and amended from time to time, and as particularly supplemented by the Twenty-First Supplemental Revenue Bond Resolution authorizing the issuance of Senior Lien Refunding Revenue Bonds (Multiple Series) adopted by the Issuer on September \_\_, 2016 (the "Twenty-First Supplemental Resolution" and together with Master Bond Resolution, as heretofore and hereafter amended and supplemented, the "Bond Resolution").

The Series 2016 Bonds are being issued by the Issuer to provide funds to (a) refund [all] or [a portion] of the Issuer's Outstanding [Series 2007A Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2010C Bonds and Series 2013C Bonds] (the "Refunded Bonds"), [(b) provide funds or pay the premium for a Reserve Account Credit Facility (the "\_\_\_\_\_ Reserve Account Credit Facility") to be issued by \_\_\_\_\_ (the "Insurer")]] and (c) pay certain costs in connection with the issuance of the Series 2016 Bonds, [including but not limited to the premium for a bond insurance policy (the "Policy") for the portion of the Series 2016 Bonds insured by the Policy (the "Insured Series 2016 Bonds") to be issued by the ("Insurer"). [In connection with the purchase of the [\_\_\_\_\_ Reserve Account Credit Facility], the Issuer will enter into an insurance agreement with the Insurer (the "Surety Agreement")].

The Series 2016 Bonds will be limited obligations, payable from and secured by a lien on and pledge of the System Pledged Revenues. The pledge of and lien on the System Pledged Revenues securing the Series 2016 Bonds is on parity with any and all Parity Bonds issued under and pursuant to the Bond Resolution and with payments obligated under existing and future Qualified Swap Agreements, with the exception of any termination payments thereunder which are on a junior lien priority.

The terms of the Disclosure Statement of the Underwriters required by Section 218.385(6), Florida Statutes, including a Truth-in-Bonding Statement, are provided in Exhibit A attached hereto.

Delivered to the Issuer herewith is a certified or official bank check payable to the order of the Issuer in an amount equal to [\_\_% of the principal amount of the Series 2016 Bonds shown on the cover of the Preliminary Official Statement (\$\_\_\_\_\_)] (such check being hereafter referred to as the "Good Faith Check") as security for the performance by the Underwriters of their obligation to accept and purchase the Series 2016 Bonds on the Closing Date subject to the terms of this Bond Purchase Agreement. The Good Faith Check shall be retained uncashed by the Issuer, unless the Issuer is entitled to retain the same in accordance with the terms hereof.

In the event the Underwriters fail to purchase the Series 2016 Bonds at the Closing, unless such failure is permitted as provided in Sections 9 and 10 hereof, or if this Bond Purchase Agreement has been terminated by the Underwriters other than as permitted by Section 8 hereof,

the Issuer shall cash the Good Faith Check and such amount shall be retained by the Issuer as full compensation for such failure. Except for those expenses set forth in Section 11 hereof, no party hereto shall have any further rights against any other party hereunder.

In the event the Issuer fails to deliver the Series 2016 Bonds at Closing or if the Issuer shall be unable to satisfy the conditions precedent to the obligations of the Underwriters contained herein (unless such conditions precedent are waived in writing by the Representative), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the Issuer shall immediately return the Good Faith Check to the Representative without interest. Such return of the Good Faith Check shall constitute a full release and discharge of all claims against the Issuer arising out of the transactions contemplated hereby. Except for those expenses set forth herein, no party hereto shall have any further rights against any other party hereunder.

2. The Issuer agrees to provide, or cause to be provided, to the Representative, within seven (7) business days after the execution of this Bond Purchase Agreement by the Issuer or three (3) business days prior to the Closing, whichever comes first, five (5) conformed copies of the Preliminary Official Statement and the final Official Statement (the "Official Statement") in sufficient quantity to permit the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission of the United States (the "SEC"), under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the applicable rules of the SEC and the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer shall also provide electronic copies of the Preliminary Official Statement and the Official Statement in word searchable portable document format ("Electronic Form") to enable the Underwriters to comply with their obligations pursuant to Rule G-32 of the MSRB, and Representative hereby acknowledges and agrees that the electronic delivery of the Preliminary Official Statement and the Official Statement in Electronic Form shall satisfy the requirements set forth in the first sentence of this paragraph.

3. The Issuer hereby authorizes the Representative to file the Official Statement, not later than the Closing Date, and the Representative hereby agrees to file the Official Statement with the MSRB's Electronic Municipal Market Access system ("EMMA") within the timeframe required by MSRB Rule G-32. Failure of the Issuer's printer to provide copies of the Official Statement within seven (7) business days after the execution of this Bond Purchase Agreement by the Issuer or three (3) business days prior to Closing, whichever comes first, will not constitute a breach of this Bond Purchase Agreement by the Issuer if such failure is proximately caused by the Representative, any of the other Underwriters, or any agent or employee of any of the Underwriters.

4. The Issuer hereby ratifies and confirms the use by the Underwriters of the Preliminary Official Statement in the marketing of the Series 2016 Bonds and hereby authorizes the circulation by the Underwriters of the Official Statement, including any supplements or amendments thereto approved by the Issuer, in connection with the public offering of the Series 2016 Bonds, in printable paper form and/or in Electronic Form. The Issuer acknowledges that it has deemed the Preliminary Official Statement "final" as of its date, within the meaning of the Rule 15c2-12 except for omissions permitted by Rule 15c2-12.

5. The Underwriters agree to make a bona fide public offering of all of the Series 2016 Bonds at prices not in excess of the initial public offering prices. The Series 2016 Bonds may be offered and sold to certain dealers at prices lower than such public offering price. The Representative shall, at or before delivery of the Series 2016 Bonds, furnish the Issuer with such information concerning the initial prices at which the Series 2016 Bonds were sold to the public and the amount of the Series 2016 Bonds sold at such prices as the Issuer shall reasonably request. On the Closing Date, the Representative shall deliver to the Issuer a certificate on behalf of the Underwriters in the form attached hereto as Exhibit G to the effect that all of the Series 2016 Bonds have been the subject of an initial offering to the public as herein provided, and as to such other matters as may be required in order to enable Bond Counsel, as defined herein, to render its opinion as to the exclusion from gross income for federal income tax purposes of interest on the Series 2016 Bonds.

6. The Issuer hereby agrees with, and makes the following representations to the Underwriters as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing as described in Section 16 hereof:

(a) The Issuer is a body politic and corporate and an agency of the State of Florida duly created and existing under the constitution and laws of the State of Florida;

(b) The Issuer has full legal right, power and authority to and has taken all necessary official actions to: (i) enter into this Bond Purchase Agreement, the Escrow Deposit Agreement dated October \_\_, 2016 (the "Escrow Deposit Agreement") between the Issuer and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), and the [Surety Agreement], (ii) adopt, execute and deliver the Bond Resolution, (iii) sell, issue and deliver the Series 2016 Bonds to the Underwriters as provided herein, (iv) authorize and execute the Continuing Disclosure Agreement dated October \_\_, 2016 (the "Continuing Disclosure Agreement"), and (v) carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, the Continuing Disclosure Agreement, the Escrow Deposit Agreement, the [Surety Agreement] and the Official Statement, and as of the date hereof is in compliance, in all material respects, with the Act as it applies to the issuance of the Series 2016 Bonds;

(c) By all necessary official actions prior to or concurrently with the acceptance hereof, (i) the Issuer has duly adopted the Bond Resolution, (ii) the Issuer has prior to the mailing of the Preliminary Official Statement and will have prior to the mailing of the Official Statement, duly approved the form, content, circulation and use of the same and (iii) the Issuer has duly authorized the execution and delivery of the Series 2016 Bonds and the performance by the Issuer of the obligations on its part contained in the Series 2016 Bonds, the Bond Resolution, the [Surety Agreement], the Escrow Deposit Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement, and the consummation by the Issuer of all other transactions contemplated by this Bond Purchase Agreement in connection with the issuance of the Series 2016 Bonds;

(d) The Issuer is currently not in material breach of or material default under the Bond Resolution, the Act or any other applicable constitutional provision, law or

administrative regulation of the State of Florida or the United States or any applicable judgment or decree, or any relevant loan agreement, indenture, bond, note or resolution, agreement or other relevant instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, which breach or default covered by this subsection (d) would materially adversely affect the ability of the Issuer to perform its obligations under the Bond Resolution, the Series 2016 Bonds, the Continuing Disclosure Agreement, the Surety Agreement, the Escrow Deposit Agreement or this Bond Purchase Agreement;

(e) The adoption of the Bond Resolution and the execution and delivery of the Series 2016 Bonds, the Continuing Disclosure Agreement, the Escrow Deposit Agreement, the [Surety Agreement] and this Bond Purchase Agreement and compliance with the provisions on the part of the Issuer contained therein, will not constitute a material breach of or material default under any applicable constitutional provision, law, administrative regulation, judgment, decree, or any relevant loan agreement, indenture, bond, note, resolution, agreement or other relevant instrument to which the Issuer is a party or to which the Issuer is otherwise subject, which breach or default would materially adversely affect the ability of the Issuer to perform its obligations under the Bond Resolution, the Escrow Deposit Agreement, the Surety Agreement, the Continuing Disclosure Agreement, the Series 2016 Bonds or this Bond Purchase Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer except as provided by the Series 2016 Bonds, the Bond Resolution, and the Escrow Deposit Agreement;

(f) All authorizations, approvals, consents or registrations and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over matters which are required for the due authorization or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with the issuance of the Series 2016 Bonds under this Bond Purchase Agreement, the Escrow Deposit Agreement and the Bond Resolution and which are required to be obtained by the Issuer have been duly obtained and will be as of the Closing Date in full force and effect;

(g) The Series 2016 Bonds, when issued, executed and delivered in accordance with the Bond Resolution and sold to the Underwriters as provided herein, will be entitled to the benefits of the Bond Resolution;

(h) (A) As of its date and as of the date hereof, the information contained in the Preliminary Official Statement was and is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of circumstances under which they were made, not misleading; provided that the Issuer makes no representations with respect to information supplied by the Depository Trust Company, New York, New York ("DTC"), the [Insurer] or the Underwriters for use in the Official Statement, and (B) the information contained in the Official Statement will be, as of its date and at all

times up to and including the Closing Date, complete, accurate, true, and correct, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading; provided that the Issuer makes no representations with respect to information supplied by The Depository Trust Company, New York, New York ("DTC"), the [Insurer] or the Underwriters for use in the Official Statement;

(i) The Issuer will not take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Series 2016 Bonds to be applied in a manner other than as provided in the Bond Resolution and described in the Official Statement or which would cause the interest on the Series 2016 Bonds to become includable in the gross income of the owners thereof for federal income tax purposes;

(j) To the best knowledge of the undersigned signatory of the Issuer, after due inquiry, as of the date hereof and except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending (and concerning which service of process or other adequate legal notice has been made) or, to the best knowledge of the undersigned signatory of the Issuer, threatened against the Issuer to a degree constituting a significant possibility that they will be instituted, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds or the collection of the System Pledged Revenues pledged to pay the principal of, premium, if any, and interest on the Series 2016 Bonds, and the amounts held in the funds and accounts established pursuant to the Bond Resolution, or contesting or affecting as to the Issuer, the authorization for the issuance of the Series 2016 Bonds, the adoption of the Bond Resolution, the execution and delivery of the Continuing Disclosure Agreement, the Escrow Deposit Agreement, this Bond Purchase Agreement, or the [Surety Agreement], or contesting the exclusion from gross income of interest on the Series 2016 Bonds for federal income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement or any supplement or amendment thereto, or contesting the authority of the Issuer for the issuance of the Series 2016 Bonds, the adoption of the Bond Resolution, or the execution and delivery by the Issuer of this Bond Purchase Agreement, the Escrow Deposit Agreement, the Continuing Disclosure Agreement, and the [Surety Agreement];

(k) The Issuer will furnish such information, execute such documents and certificates and take such other action in cooperation with the Underwriters as the Representative may reasonably request in order to (i) qualify the Series 2016 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and (ii) determine the eligibility of the Series 2016 Bonds for investment under the laws of such states and other jurisdictions or to continue such qualifications in effect so long as required for the distribution of the Series 2016 Bonds; provided, however, that the Issuer shall not be required to (A) spend money, (B) execute a general or special consent to service of process, (C) qualify to do business in such states and other jurisdictions in

connection with any such qualification or determination in any jurisdiction or (D) register as a dealer or broker in any such jurisdiction;

(l) Any certificate or document signed by an Authorized Officer and delivered to the Underwriters in connection with the issuance of the Series 2016 Bonds and as required under this Bond Purchase Agreement shall be deemed a representation by the Issuer to the Underwriters as to the statements made therein;

(m) From the date hereof until the earlier of: (i) ninety (90) days after the End of the Underwriting Period (as defined herein), or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the End of the Underwriting Period, if any event occurs as a result of which the Issuer or the Representative believes it may be necessary to amend or supplement the Official Statement in order to correct any untrue statement of a material fact contained in the Official Statement or to include a statement of material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer and the Representative will notify each other thereof and, if in the opinion of Disclosure Counsel (as defined herein) such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will prepare and furnish to the Underwriters an amendment or supplement to the Official Statement, in form and substance jointly approved by the Issuer and the Representative, which approval shall not be unreasonably withheld, so the Official Statement, as so amended or supplemented, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading; provided, however, the Underwriters shall not be liable to the Issuer for any claims arising out of the Issuer's decision not to amend or supplement the Official Statement. The cost of any such amendment or supplement shall be borne by the Issuer;

(n) For purposes of this Bond Purchase Agreement, the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (i) the Closing Date, or (ii) when the Underwriters no longer retain an unsold balance of the Series 2016 Bonds; unless otherwise advised in writing by the Representative on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Representative, the Issuer may assume that the End of the Underwriting Period is the Closing Date;

(o) If a change referenced to in paragraph (m) above occurs subsequent to the Closing, the Issuer will furnish to the Underwriters such legal opinions, certificates, instruments, and documents as the Representative may reasonably request to evidence the truth and accuracy of such corrected information (thereafter, this Bond Purchase Agreement will refer to such corrected information);

(p) Between the date of execution of this Bond Purchase Agreement and the Closing Date, except as set forth in or contemplated by the Official Statement, (i) the Issuer has not incurred and will not have incurred any material liabilities or obligations relating to the System, direct or contingent, except in the ordinary course of business, and

has not entered and will not have entered into any material transaction relating to the System not in the ordinary course of business, (ii) there has not been and will not have been any increase in the long term debt payable from System Pledged Revenues or material decrease in the funds and accounts of the Issuer which shall secure the payment of such long term debt, (iii) there has not been and will not have been any material adverse change in the business or the financial position or results of operations of the System, (iv) no loss or damage (whether or not insured) to the property of the System has been or will have been sustained which materially and adversely affects the operations of the System, and (v) no legal or governmental proceeding affecting the System or the transactions contemplated by this Bond Purchase Agreement has been or will have been instituted or threatened which is reasonably anticipated to have a material adverse effect on the financial conditions or operations of the Issuer;

(q) Except as disclosed in the Official Statement, the Issuer has not failed to comply with any prior undertakings to provide continuing disclosure on a timely basis pursuant to Rule 15c2-12; and

(r) The Issuer will furnish or otherwise make available to the Underwriters, upon request, for so long as the Series 2016 Bonds remain outstanding, annual audited financial statements of the Issuer as soon as such financial statements become available. The Issuer may satisfy its obligation to furnish such financial statements by making them available on its website, or by other electronic means.

Notwithstanding any provision to the contrary in this Bond Purchase Agreement, the Issuer makes no representation or warranty with respect to compliance with applicable federal or state securities laws or Blue Sky laws of any jurisdiction in connection with the issuance and sale of the Series 2016 Bonds.

7. On or before 1:00 p.m., Orlando, Florida time, on the Closing Date or at such other date and time as may be mutually agreed upon by the Issuer and the Representative, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2016 Bonds to the Underwriters in definitive form, duly executed and authenticated, together with the other documents required pursuant to Section 10 hereto, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the Purchase Price, as set forth in Section 1 hereof, by wire transfer of Federal Funds, in an aggregate amount equal to the Purchase Price to the order of the Issuer, upon the receipt of which the Issuer shall return the Good Faith Check to the Representative. Delivery and payment as aforesaid shall be made at such place as may be mutually agreed upon by the Issuer and the Representative. The foregoing payments and deliveries are herein referred to as the "Closing." Delivery of the Series 2016 Bonds shall be accomplished by the issuance of one printed bond certificate in the appropriate denomination for each maturity, bearing a CUSIP number (provided neither the printing of a wrong CUSIP number on any Series 2016 Bond nor the failure to print a CUSIP number thereon will constitute cause to refuse delivery of any Series 2016 Bond) and registered in the name of Cede & Co., as nominee of DTC; provided, that each printed bond certificate shall be prepared and made available to the Representative at least 24 hours before the Closing for purposes of inspection.



8. The Underwriters may terminate their obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall have been introduced in or enacted by the Congress of the United States or enacted by the State of Florida or any governmental body, department or agency thereof, or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall be pending in the Congress of the United States, or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall have been endorsed for passage by the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall have been proposed for consideration by either such Committee, by the staff of such Committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall have been favorably reported for passage to either Chamber of Congress of the United States by a Committee of such Chamber to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State of Florida, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or some form of notice shall have been made or been issued by the Treasury Department of the United States, or the Internal Revenue Service or other Federal or State of Florida authority, with respect to Federal or State of Florida taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body, or upon interest on obligations of the general character of the Series 2016 Bonds, which new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) (i) may have the purpose or effect, directly or indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Series 2016 Bonds) or the interest thereon, or the validity of any applicable tax exemption granted or authorized by the State of Florida and, (ii) which, in the reasonable opinion of the Representative, affects adversely the market for the Series 2016 Bonds, or the market price generally of obligations of the general character of the Series 2016 Bonds; or

(b) (i) in the Representative's reasonable judgment, the market price of the Series 2016 Bonds is materially adversely affected because: (A) additional material restrictions not in force as of the effective date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2016 Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force; (C) a general banking moratorium shall have been established by federal, New York or Florida authorities and be in force; or (ii) there shall be in force a general

suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative and the Issuer, would materially adversely affect the market for the Series 2016 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2016 Bonds; or (iii) there shall have occurred any material change, or any other event which in the Representative's reasonable opinion, subsequent to consultation with appropriate representatives of the Issuer, materially adversely affects the marketability of the Series 2016 Bonds at the Purchase Price set forth in Section 1 herein; or (iv) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds or in any way contesting or affecting any authority for or the validity of the Series 2016 Bonds, any of the proceedings of the Issuer taken with respect to the issuance or sale thereof, the pledge or application of any moneys or securities provided for the payment of the Series 2016 Bonds or the existence or powers of the Issuer; or

(c) (i) in the Representative's reasonable judgment, following consultation with appropriate representatives of the Issuer and the Underwriters listed in Exhibit B, the Purchase Price of the Series 2016 Bonds set forth in Section 1 herein is adversely affected because a war involving the United States of America shall have been declared, or (ii) any other national or international calamity shall have occurred (economic or otherwise), or any conflict involving the armed forces of the United States of America shall have escalated to such magnitude as to materially affect the Underwriters' physical or technical ability to market the Series 2016 Bonds, it being agreed by the parties hereto that any war or conflict in which the United States of America is currently involved has not escalated or risen to such a magnitude as of the date hereof; or

(d) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction over the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Series 2016 Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2016 Bonds is subject to registration of qualification under the Securities Act of 1933, as amended (the "Securities Act"), or Trust Indenture Act of 1939, as amended (the "Trust Indenture Act of 1939") or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act of 1939; or

(e) there shall be established any new restriction on transactions in securities materially affecting the free market for securities of the type and nature of the Series 2016 Bonds (including the imposition of any limitation on interest rates); or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, or regulation, by or on behalf of the SEC or other governmental agency having jurisdiction over the subject matter shall be made, to the effect that the Series 2016 Bonds or any securities of the Issuer, any obligations of the general character of the Series 2016 Bonds, or the Bond Resolution, are not exempt from the registration, qualification or other

requirements of the Securities Act or the Trust Indenture Act of 1939, as then in effect, or otherwise, or would be in violation of any provision of the federal securities laws; or

(g) any event shall have occurred or shall exist which, in the reasonable opinion of the Representative, would (i) cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of such time and (ii) materially adversely affect the marketability of the Series 2016 Bonds; or

(h) any material amendment is made to the Official Statement which, in the reasonable judgment of the Representative, will materially adversely affect the market price of the Series 2016 Bonds or the ability of the Underwriters to enforce confirmations for the purchase of the Series 2016 Bonds.

9. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein, and in reliance upon the representations and agreements to be contained in the documents and instruments to be delivered at the Closing enumerated in Section 10 hereof, in form and substance mutually satisfactory to the Issuer, the Issuer's Counsel (as defined herein), Bond Counsel, Foley & Lardner LLP, Orlando, Florida ("Underwriters' Counsel") and the Underwriters, and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2016 Bonds are conditioned upon the performance by the Issuer of its obligations to be performed hereunder and the delivery of such documents and instruments required to be delivered hereby, as described in Section 10 hereof, in form and substance reasonable under the circumstances, at or prior to the Closing, and are also subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein shall be true, complete and accurate in all material respects on the date hereof and at the date of the Closing;

(b) At the time of the Closing, the Bond Resolution shall be in full force and effect in accordance with its terms and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended in any material respect, except after notice to and approval by the Representative (such approval not to be unreasonably withheld); and

(c) At the time of the Closing, all official action of the Issuer relating to this Bond Purchase Agreement, the Series 2016 Bonds and the Twenty-First Supplemental Resolution shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect, except after notice to and approval by the Representative.

10. At or prior to the Closing, each of the following shall have been delivered to the Representative:

(a) Five copies of the Official Statement executed on behalf of the Issuer by its authorized officials;

(b) A copy of the Traffic Engineer's FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016, included in the Official Statement as Appendix C, together with the letter referenced in Section 10(k) hereof, and a copy of the Audited Financial Statements of the Issuer for the fiscal years ended June 30, 2015 and June 30, 2014, including the signed audit report of Moore Stephens Lovelace P.A. attached to the Official Statement as Appendix F thereto;

(c) The Bond Resolution certified by the Secretary or an Assistant Secretary as having been duly adopted by the Issuer and as being in full force and effect, with such supplements or amendments since the date hereof as may have been agreed to by the Underwriters;

(d) An unqualified approving opinion of Broad and Cassel, Orlando, Florida, as bond counsel ("Bond Counsel"), dated the Closing Date, addressed to the Issuer and the Underwriters in substantially the form attached to the Official Statement as Appendix G;

(e) The opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriters and the Issuer in substantially the form attached hereto as Exhibit C;

(f) The opinion of Joseph Passiatore, Esquire, General Counsel to the Issuer, Orlando, Florida ("Issuer's Counsel") dated the Closing Date, addressed to the Underwriters and the Issuer in substantially the form attached hereto as Exhibit D;

(g) An opinion of Nabors, Giblin & Nickerson, P.A. as disclosure counsel, Tampa, Florida ("Disclosure Counsel"), dated the Closing Date, in substantially the form attached hereto as Exhibit E and a reliance letter addressed to the Representative on behalf of the Underwriters dated the Closing Date;

(h) An opinion of Foley & Lardner LLP, counsel to the Underwriters, Jacksonville, Florida ("Underwriters' Counsel"), dated the Closing Date, addressed to the Underwriters and in a form acceptable to the Representative;

(i) A certificate of the Issuer, dated the Closing Date, executed by the Chairman and Executive Director, to the effect that, to the best of their knowledge, the Issuer has performed all obligations to be performed hereunder as of the Closing Date;

(j) The General and Non-Litigation Certificate of the Issuer, dated the Closing Date, signed by the Chairman and Executive Director or other appropriate official reasonably satisfactory to the Representative, which shall state, among other things, that:

(i) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date;

(ii) except as disclosed in the Official Statement, no litigation is pending or threatened, to a degree constituting a significant possibility that it will be instituted in any court or administrative body (A) to restrain or enjoin the issuance or delivery of any of the Series 2016 Bonds, or (B) in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds or the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Continuing Disclosure Agreement, the Escrow Deposit Agreement, the [Surety Agreement] or this Bond Purchase Agreement; and

(iii) with respect to information in the Official Statement except for information relating to DTC or supplied by the [Insurer] and the Underwriters, such information did not, as of the date of the Official Statement, and does not, as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading;

(k) [A letter, dated the date of the execution of this Bond Purchase Agreement, to be updated by a letter dated the Closing Date, from the Traffic Engineer, to the effect that:

(i) they consent to the references to them in the Official Statement and to the inclusion of their report therein;

(ii) except as disclosed in the Official Statement, they know of no material change in the matters described in their report contained in the Official Statement or in the information and data contained in such Official Statement attributed to them;

(iii) they believe that the assumptions used in compiling their report and arriving at the conclusions stated therein are reasonable;

(iv) their report was prepared in accordance with generally accepted practices for similar traffic and earnings reports; and

(v) based upon their participation in the preparation of the Official Statement as traffic and earnings consultants and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement (except to the extent expressly set forth in clause (ii) above), as of the Closing Date nothing has come to their attention causing them to believe that (A) the Official Statement as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for

information regarding the [Insurer], the [Policy], the [\_\_\_\_] Reserve Account Credit Facility], the Audited Financial Statements and audit report contained in Appendix G to the Official Statement as to all of which no view need be expressed), or (B) the Official Statement (as supplemented or amended pursuant to Section 6(m) hereof, if applicable) as of the Closing Date contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for information regarding the [Insurer], the [Policy], the [\_\_\_\_] Reserve Account Credit Facility], the Audited Financial Statements and audit report contained in Appendix F to the Official Statement as to all of which no view need be expressed);]

(l) Copies of rating letters or other evidence satisfactory to the Representative that the [Insured Series 2016 Bonds] have been assigned ratings of “[AA-]” and “[Aa3],” respectively, from Standard & Poor’s, a Standard & Poor’s Financial Services LLC business (“S&P”), and Moody’s Investor Service (“Moody’s”), and that the Series 2016 Bonds have been assigned underlying ratings of “[A],” “[A2]” and “[A],” respectively from S&P, Moody’s and from Fitch Ratings (“Fitch”), in each case without regard to the [Policy], and that such ratings are in effect on the Closing Date;

(m) An executed copy of the Continuing Disclosure Agreement;

(n) A certificate of the Issuer deeming the Preliminary Official Statement “final” as of its date for purposes of Rule 15c2-12;

(o) [An executed copy of the [Policy], the [\_\_\_\_] Reserve Account Credit Facility] and the [Surety Agreement] along with a certificate of the [Insurer] regarding the accuracy of the information in the Official Statement regarding the [Policy], the [\_\_\_\_] Reserve Account Credit Facility], the [Surety Agreement] and the [Insurer] and an opinion of counsel to the [Insurer] to the effect that the [Policy], the [Surety Agreement] and the [\_\_\_\_] Reserve Account Credit Facility] constitute the legally binding and enforceable obligation of the [Insurer] subject to bankruptcy and other similar laws affecting creditors’ rights generally and subject to general equitable principles affecting the remedy of specific performance];

(p) A copy of the verification report prepared by \_\_\_\_\_ (the “Verification Agent”) verifying the arithmetical accuracy of certain computations included in the schedules provided by the Underwriters and the Financial Advisor with respect to the sufficiency of the deposits made under the Escrow Deposit Agreement;

(q) A certificate of the Escrow Agent, dated the Closing Date and addressed to the Underwriters, Bond Counsel and the Issuer to the effect that, among other things: (i) the Escrow Agent is a banking corporation, duly organized and validly existing under the laws of the United States of America or the state of its incorporation and authorized to do business in the State; (ii) the Escrow Agent has duly accepted its duties under the Escrow Deposit Agreement; and (iii) the Escrow Agent has taken all necessary corporate

action required to act as Escrow Agent under the Escrow Deposit Agreement and to perform its duties thereunder; and

(r) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonable request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Issuer representations and agreements contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the Closing Date of all the agreements then to be performed and conditions then to be satisfied by it.

11. (a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay from the proceeds of the sale of the Series 2016 Bonds, any expense incident to the performance of the Issuer's obligations hereunder including, but not limited to: (i) the cost of preparing, printing and delivery of the Bond Resolution, copies of the Preliminary Official Statement and copies of the Official Statement, including any supplements thereto; (ii) the cost of preparing and printing of the Series 2016 Bonds; (iii) all expenses related to the printing of CUSIP numbers on the Series 2016 Bonds; (iv) the fees and disbursements of Bond Counsel, Disclosure Counsel, Issuer's Counsel, and such other legal counsel as the Issuer deems reasonable; (v) initial fees for bond ratings; (vi) fees and disbursements of the Traffic Engineers for their services as consultants to the Issuer; (vii) costs for any other engineers, accountants, and other experts, consultants or advisors retained by the Issuer, including the Verification Agent; (viii) the costs of the [Policy] and the [\_\_\_\_ Reserve Account Credit Facility]; and (ix) other reasonable costs of the Issuer incurred in connection with issuance of the Series 2016 Bonds; provided that the costs of printing described in (i), (ii) and (iii) above shall be paid by the Issuer only if the printers used are the printers designated and authorized by the Issuer. The Issuer shall pay for expenses (included in the expense component of the underwriting spread) incurred on behalf of the Issuer's employees which are incidental to implementing this Bond Purchase Agreement.

(b) The Underwriters shall pay any expense incident to the performance of the Underwriters' obligations hereunder including but not limited to: (i) the Agreement Among Underwriters, if any, and the Blue Sky Memorandum; (ii) all advertising expenses and Blue Sky filing fees in connection with the public offering of the Series 2016 Bonds and the cost, if any, to continue the eligibility of the Series 2016 Bonds for investment; (iii) all expenses associated with obtaining CUSIP numbers for the Series 2016 Bonds; (iv) all other expenses incurred by them or any of them in connection with the public offering of the Series 2016 Bonds and delivery of and the payment for the Series 2016 Bonds, including the fees and disbursements of Underwriters' Counsel.

(c) The Underwriters agree to indemnify and hold harmless the Issuer, each of its respective officers, directors, employees and agents and each person, if any, who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any claim or loss, for any statement contained in the Preliminary Official Statement or the Official Statement under the caption "UNDERWRITING" that is or alleged to be untrue or incorrect in any material respect,

or any omission or alleged omission of any statement contained in such section which is necessary in order to make the statements therein not misleading.

(d) Within a reasonable time after an indemnified party under subsection (c) of this Section 11 shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which an indemnity may be claimed, such indemnified party shall, if a claim for indemnity in respect thereof is to be made against the Underwriters under this Section 11, notify the Representative in writing of the commencement thereof; but the omission to so notify the Representative shall not relieve it from any liability that it may otherwise have to any indemnified party under applicable law other than pursuant to this Section 11. The Underwriters shall be entitled to participate at their own expense in the defense.

(e) No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to indemnification from any person who was not guilty of such fraudulent misrepresentation. This indemnity agreement will be in addition to any liability which the Underwriters may otherwise have.

12. The Representative, on behalf of itself and each of the other Underwriters, represents and warrants to the Issuer that:

(a) The Representative is duly authorized to transact business in the State of Florida and shall have full authority to take such other actions in connection with this Purchase Agreement as it may deem advisable. Any actions taken under this Bond Purchase Agreement by the Representative will be binding upon all the Underwriters;

(b) The Representative has been duly authorized to execute this Bond Purchase Agreement on behalf of itself and each of the other Underwriters and that it has been authorized to act hereunder on behalf of the Underwriters;

(c) The Representative has the full power and authority to take all actions required or permitted to be taken by the Representative by or under, and to perform and observe the covenants and agreements on its part contained in, this Bond Purchase Agreement;

(d) This Bond Purchase Agreement has been duly executed and delivered by the Representative, on behalf of itself and each of the other Underwriters and is legally valid, binding and enforceable against the Representative and the Underwriters;

(e) The execution of this Bond Purchase Agreement and the sale of the Series 2016 Bonds to the Underwriters shall not constitute a violation of Section 215.684, Florida Statutes;

(f) The Representative and each of the other Underwriters, on its own behalf, represents that it is either registered with the Financial Industry Regulatory Authority, Inc. ("FINRA") as a broker-dealer and the MSRB as a municipal securities dealer, or is otherwise registered with the necessary regulatory authorities required for it to serve as an underwriter for the Series 2016 Bonds under this Bond Purchase Agreement, and that



at all times during the offering and sale of the Series 2016 Bonds, such entities will continue to be so registered; and

(g) To the best knowledge of the undersigned signatory of the Representative, after due inquiry, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the best knowledge of the undersigned signatory of the Representative, after due inquiry, threatened against or affecting the Representative to a degree constituting a significant possibility that they will be instituted, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity and legality of this Bond Purchase Agreement or the Official Statement. To the best knowledge of the undersigned signatory of the Representative, after due inquiry, the Representative is not aware of any violation of any of the rules and regulations of FINRA (to the extent it is regulated by the FINRA) and any other body which regulates it which would adversely affect the transactions contemplated hereby or by the Official Statement or the validity and legality of this Bond Purchase Agreement or the Official Statement.

The foregoing representations and warranties of the Representative and the obligations set forth under Section 11(c) hereof shall survive the execution and delivery of this Bond Purchase Agreement, the execution and delivery of the Series 2016 Bonds and the instruments and documents contemplated thereby.

Simultaneously with the delivery of this Bond Purchase Agreement, the Representative shall cause to be delivered to the Issuer certificates executed by the properly authorized representatives of each of the other Underwriters listed on Exhibit B attached hereto certifying the matters set forth in this Section 12 with respect to each such firm.

13. The provision of any data, document, or assurance required to be provided hereunder may be waived, in writing, by all of the signatories hereto. This Bond Purchase Agreement shall not be construed for or against any party because that party wrote it.

14. All notices provided for in this Bond Purchase Agreement shall be made in writing either by actual delivery of the notice into the hands of the parties entitled thereto, by confirmed facsimile transmission, or by sending the notice by air courier or mailing by certified or registered mail, return receipt requested, in the United States mail to the address as stated below (or at such other address as may have been designated by written notice), of the party entitled thereto. The notice shall be deemed to be received in case of actual delivery on the date of its actual receipt by the party entitled thereto, in case of delivery by facsimile, on the date receipt is confirmed, in case of delivery by air courier on the date of delivery, and in case of mailing on the date of receipt by United States mail, postage prepaid.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered to the Issuer at 4974 ORL Tower Road, Orlando, Florida 32807 and to the Representative at, Merrill Lynch, Pierce, Fenner & Smith Incorporated, 250 S. Park Avenue, Suite 400, Winter Park, Florida 32789.

15. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including the successors of any of the parties) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Issuer's representations warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Series 2016 Bonds pursuant to this Bond Purchase Agreement; and (iii) any termination of this Bond Purchase Agreement.

16. The Underwriters have provided the following statements in connection with the transaction contemplated by this Bond Purchase Agreement (the "Transaction"): (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (ii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or a fiduciary responsibility to the Issuer in connection with the matters contemplated by this Bond Purchase Agreement, and the discussions, understandings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriters have to the Issuer with respect to the Transaction contemplated hereby are expressly set forth in this Bond Purchase Agreement; and (iv) the Issuer should consult its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable.

17. This Bond Purchase Agreement shall become effective upon its execution by the appropriate officials of the Issuer and the Representative on behalf of the Underwriters and shall be valid, binding and enforceable at the time of such execution.

18. This Bond Purchase Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue of any action arising out of or relating to this Bond Purchase Agreement shall be solely in Orange County, Florida.

**SIGNATURE PAGE TO BOND PURCHASE AGREEMENT**

Very truly yours,

**MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED**, on behalf of itself  
and as Representative of the other Underwriters  
listed in Exhibit B

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

**SIGNATURE PAGE TO BOND PURCHASE AGREEMENT**

**ACCEPTED:**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Lisa Lumbar, Chief Financial Officer

## **EXHIBITS**

Exhibit A - Disclosure Statement

Exhibit B - List of Underwriters

Exhibit C - Form of Supplemental Opinion of Bond Counsel

Exhibit D - Form of Opinion of Issuer's Counsel

Exhibit E - Form of Opinion of Disclosure Counsel

Exhibit F - Maturity Schedule and Redemption Provisions

Exhibit G - Form of Issue Price Certificate

**EXHIBIT A**  
**DISCLOSURE STATEMENT**

September \_\_, 2016

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

Re:    \$\_\_\_\_\_ **Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016B, and \$\_\_\_\_\_ Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016C**

Ladies and Gentlemen:

In connection with the proposed issuance by the Central Florida Expressway Authority (the "Authority") of the above-referenced bonds (collectively, the "Series 2016 Bonds"), Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Representative"), on behalf of itself, Wells Fargo Bank, N.A., J.P. Morgan Securities LLC, Citigroup Global Markets Inc., Loop Capital Markets LLC, Raymond James & Associates, Inc., Barclays Capital, Inc., Morgan Stanley & Co. LLC, Jefferies LLC, BMO Capital Markets GKST Inc. and RBC Capital Markets, LLC (collectively, the "Underwriters") are underwriting a public offering of the Series 2016 Bonds.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, certain information in respect to the arrangements contemplated for the underwriting of the Series 2016 Bonds as follows:

(a)    The nature and estimated amount of expenses to be incurred by the Representative in connection with the purchase and re-offering of the Series 2016 Bonds are set forth in Schedule I attached hereto.

(b)    No person has entered into an understanding with the Underwriters, or to the knowledge of the Underwriters, with the Authority, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Authority and the Underwriters or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2016 Bonds.

(c)    The underwriting spread, the difference between the price at which the Series 2016 Bonds will be initially offered to the public by the Underwriters and the price to be paid to the Authority for the Series 2016 Bonds, exclusive of accrued interest will be (\$\_\_\_\_\_ per \$1,000 of Series 2016 Bonds issued),

(d)    As part of the estimated underwriting spread set forth in Paragraph (c) above, the Underwriters will charge a management fee of zero (\$0.00).

(e)    No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2016 Bonds to any person not

regularly employed or retained by the Underwriters (including any “finder” as defined in Section 218.386(I)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriters, as set forth in Paragraph (a) hereinabove.

(f) Truth-in-Bonding Statement. The Authority is proposing to issue the Series 2016 Bonds to provide funds to (a) refund [all or a portion] of the Issuer’s Outstanding [Series 2007A Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2010C Bonds and Series 2013C Bonds] (the “Refunded Bonds”), [(b) provide funds or pay the premium for a Reserve Account Credit Facility (the “\_\_\_\_\_ Reserve Account Credit Facility”) to be issued by \_\_\_\_\_ (the “Insurer”)] and [(c) pay certain costs in connection with the issuance of the Series 2016 Bonds, [including but not limited to the premium for the bond insurance policy (the “Policy”) for the portion of the Series 2016 Bonds insured by the Policy (the “Insured Series 2016 Bonds”) to be issued by the Insurer].

The Series 2016 Bonds are expected to be repaid over a period of approximately \_\_\_\_ years. Assuming a true interest cost rate of \_\_\_\_\_% the total estimated interest paid over the life of the Series 2016 Bonds will be \$ \_\_\_\_\_.

The source of repayment or security for the Series 2016 Bonds is limited solely to the System Pledged Revenues (as defined in the Official Statement). The authorization of this debt or obligation will result in an average of \$ \_\_\_\_\_ of System Pledged Revenues not being available to the Authority to finance other projects or services each year for approximately \_\_\_\_ years.

(g) The names and addresses of the Underwriters are:

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
250 S. Park Avenue, Suite 400  
Winter Park, FL 32789

Wells Fargo Bank, N.A.  
2363 Golf-Bay Boulevard, Suite 200  
Clearwater, FL 33765

J.P. Morgan Securities LLC  
450 S. Orange Avenue, 10<sup>th</sup> Floor  
Orlando, FL 32801

Citigroup Global Markets Inc.  
200 S. Orange Avenue, Suite 2170  
Orlando, FL 32801

Loop Capital Markets LLC  
777 S. Flagler Drive  
Suite 800, West Tower  
West Palm Beach, FL 33401

Raymond James & Associates, Inc.  
880 Carillon Parkway  
Tower 3, Third Floor  
St. Petersburg, FL 33716

Barclays Capital, Inc.  
745 Seventh Avenue, 19<sup>th</sup> Floor  
New York, NY 10019

Morgan Stanley & Co. LLC  
1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor  
Sunrise, FL 33323

Jefferies LLC  
200 S. Orange Avenue, Suite 1440  
Orlando, FL 32801

BMO Capital Markets GKST Inc.  
115 S. LaSalle Street, Suite 3700  
Chicago, IL 60603

RBC Capital Markets, LLC  
100 Second Avenue South, Suite 800  
St. Petersburg, FL 33701



We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385(6), Florida Statutes.

**MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED**, on behalf of itself  
and as Representative of the other Underwriters

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

## SCHEDULE I

### REPRESENTATIVE'S ESTIMATED EXPENSES

	<u>Amount</u>
Underwriters' Counsel Fees	
i-Deal Bookrunning	
i-Deal News Service Wire	
i-Deal Wire Charges	
i-Deal Electronic Order Entry	
NY Taxes	
CUSIP	
DTC	
Out-of-Pocket	
Day Loan	
Total	<hr/> <hr/>

## **EXHIBIT B**

### **LIST OF UNDERWRITERS**

#### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY Senior Lien Refunding Revenue Bonds, Series 2016**

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
250 S. Park Avenue, Suite 400  
Winter Park, FL 32789

Wells Fargo Bank, N.A.  
2363 Golf-Bay Boulevard, Suite 200  
Clearwater, FL 33765

J.P. Morgan Securities LLC  
450 S. Orange Avenue, 10<sup>th</sup> Floor  
Orlando, FL 32801

Citigroup Global Markets Inc.  
200 S. Orange Avenue, Suite 2170  
Orlando, FL 32801

Loop Capital Markets LLC  
777 S. Flagler Drive  
Suite 800, West Tower  
West Palm Beach, FL 33401

Raymond James & Associates, Inc.  
880 Carillon Parkway  
Tower 3, Third Floor  
St. Petersburg, FL 33716

Barclays Capital, Inc.  
745 Seventh Avenue, 19<sup>th</sup> Floor  
New York, NY 10019

Morgan Stanley & Co. LLC  
1560 Sawgrass Corporate Parkway, 4<sup>th</sup> Floor  
Sunrise, FL 33323

Jefferies LLC  
200 S. Orange Avenue, Suite 1440  
Orlando, FL 32801

BMO Capital Markets GKST Inc.  
115 S. LaSalle Street, Suite 3700  
Chicago, IL 60603

RBC Capital Markets, LLC  
100 Second Avenue South, Suite 800  
St. Petersburg, FL 33701

**EXHIBIT C**  
**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

FORM OF SUPPLEMENTAL BOND COUNSEL OPINION

October \_\_, 2016

Merrill Lynch, Pierce, Fenner & Smith Incorporated,  
as Representative of the Underwriters  
Orlando, Florida

Central Florida Expressway Authority  
Orlando, Florida

Re:    \$ \_\_\_\_\_ **Central Florida Expressway Authority Senior Lien Refunding  
Revenue Bonds, Series 2016B, and \$ \_\_\_\_\_ Central Florida  
Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016C**

Ladies and Gentlemen:

We have this date delivered to the Central Florida Expressway Authority (the “Authority”), acting on the behalf of the Authority, our approving opinion as Bond Counsel relating to the authorization and issuance of the above-captioned bonds (collectively, the “Series 2016 Bonds”).

In connection with rendering the opinion referred to above, we have examined originals or copies, certified or otherwise identified to our satisfaction of: (i) the Amended and Restated Master Bond Resolution, adopted by the Authority on February 3, 2003, as supplemented by that certain Twenty-First Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Refunding Revenue Bonds (Multiple Series), adopted by the Authority on September \_\_, 2016 (collectively, the “Bond Resolution”); (ii) the Official Statement for the Series 2016 Bonds, dated September \_\_, 2016 (the “Official Statement”); and (iii) such other documents, certificates, instruments and records as we have considered necessary or appropriate for the purposes of this opinion.

At your request, we render this supplemental opinion to you.

The opinions expressed herein are supplemental to, and are subject to all qualifications and limitations contained in, our approving bond counsel opinion rendered as of the date hereof pertaining to the Series 2016 Bonds.

1.       We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, including any exhibits thereto, and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. However, as Bond Counsel, we have reviewed certain sections or portions of sections, described below, of the Official Statement. Based upon such examination, we are of the opinion that the information in the Official Statement under the captions “INTRODUCTION,” “PLAN OF REFUNDING,”

“DESCRIPTION OF THE SERIES 2016 BONDS” (excluding the information under the subheadings “Book-Entry Only System” and “Discontinuance of Book-Entry Only System”), “SECURITY FOR THE SERIES 2016 BONDS,” “SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION,” “LIMITATION AND ENFORCEABILITY OF REMEDIES,” “TAX MATTERS” and “APPENDIX H – FORM OF OPINION OF BOND COUNSEL” insofar as such statements constitute conclusions of law, legal opinions or descriptions of legal documents, are accurate statements or summaries of the matters set forth in the Official Statement; without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness, or fairness of the materials set forth in the Official Statement (including but not limited to financial or statistical data, as to which no opinion is expressed) or without having undertaken to verify the accuracy or completeness of any of the statements or representations contained therein and based solely on our participation in meetings and teleconferences at which representatives of the Authority and the Representative were at various times present, nothing has come to our attention that would lead us to believe that such portions of the Official Statement (excluding financial or statistical data included in the Official Statement, the financial statements included in APPENDIX F thereto and the information relating to the [Insurer], the Underwriters and DTC, as to which no opinion is expressed) contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. The Series 2016 Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended.

3. Of even date herewith we have delivered our approving opinion with respect to the Series 2016 Bonds. This letter will confirm that you may rely on such opinion as if it were addressed to you, provided that all limitations and conditions set forth in our approving opinion shall be deemed applicable to the opinions set forth herein as if fully set forth herein at length.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

We are attorneys admitted to practice law only in the State of Florida and we express no opinions as to the laws of any other state. This letter is furnished by us solely for your benefit in connection with the issuance of the Series 2016 Bonds and may not be relied upon by any other persons.

Very truly yours,

**BROAD AND CASSEL**

By: Joseph B. Stanton, P.A.

**EXHIBIT D**  
**FORM OF OPINION OF ISSUER'S COUNSEL**

October \_\_, 2016

Central Florida Expressway Authority  
Orlando, Florida

Broad and Cassel  
Orlando, Florida

Merrill Lynch, Pierce, Fenner & Smith Incorporated  
as Representative of the Underwriters  
Orlando, Florida

Re:    \$ \_\_\_\_\_ **Central Florida Expressway Authority Senior Lien Refunding  
Revenue Bonds, Series 2016B, and \$ \_\_\_\_\_ Central Florida  
Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016C**

Ladies and Gentlemen:

I have acted as legal counsel to the Central Florida Expressway Authority, an agency of the State of Florida (the "Authority"), in connection with the issuance by the Authority of its \$ \_\_\_\_\_ Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016B and \$ \_\_\_\_\_ Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016C (collectively, the "2016 Bonds").

The 2016 Bonds are being issued under and pursuant to the Authority's Amended and Restated Master Bond Resolution adopted by the Authority's Board on February 3, 2003 (the "Master Bond Resolution"), as specifically supplemented by the Twenty-First Supplemental Revenue Bond Resolution adopted by the Authority's Board on September 8, 2016 (the "Twenty-First Supplemental Resolution" and together with the Master Bond Resolution are collectively hereinafter referred to as the "Bond Resolution"). The 2016 Bonds shall be issued as Bonds pursuant to the Bond Resolution payable from and secured by a lien on and pledge of the System Pledged Revenues, which lien on, pledge of and source of payment is on a parity with the Authority's Outstanding Parity Bonds and any Qualified Swap Payments.

The opinions rendered herein are given at the request of the Authority pursuant to Section 10(f) of that certain Bond Purchase Agreement, dated September \_\_, 2016 (the "Purchase Contract") between the Authority and Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of itself and Wells Fargo Bank, N.A., J.P. Morgan Securities LLC, Loop Capital Markets LLC, Citigroup Global Markets Inc., Raymond James & Associates, Inc., Barclays Capital, Inc., Morgan Stanley & Co. LLC, Jefferies LLC, BMO Capital Markets GKST Inc. and RBC Capital Markets, LLC, (collectively, the "Underwriters").

All terms used herein in capitalized form and not otherwise defined herein shall have the same meaning as ascribed to them under the Bond Resolution and the Official Statement (as defined herein).



I have reviewed such proceedings of the Authority pertaining to the 2016 Bonds and have examined and relied upon such resolutions, agreements, documents, public records, representations and opinions, including certificates and representations of public officials and other officers, representatives and agents of the various parties participating in this transaction, as I have deemed relevant and necessary in rendering the opinions expressed below. In rendering the following opinions, I have assumed: (1) the authenticity of all agreements, documents and certificates submitted to us as originals; (2) the conformity to the originals of such documents submitted to us as copies; and (3) except with respect to the signatures and authority of officials and officers of the Authority, the genuineness of the signatures and the due authority of the persons executing the agreements, documents or certificates examined or relied upon by me. I have also assumed the due authentication of the 2016 Bonds by Wells Fargo Bank, N.A., as Trustee, and the enforceability and performance of the obligations of the Underwriters under the Purchase Contract. Subject to the qualifications and limitations stated herein, I am of the opinion that:

1. The Authority is an agency of the State of Florida duly created, organized and validly existing under the Constitution and laws of the State of Florida.
2. The Authority has the full legal right and power to adopt and perform its obligations under the Bond Resolution and the Bond Resolution has been duly and lawfully adopted by the Authority.
3. The Master Bond Resolution and the Twenty-First Supplemental Resolution constitute legal, binding and valid obligations of the Authority and are enforceable against the Authority under the laws of the State of Florida in accordance with their respective terms, are in full force and effect, and have not been modified after September \_\_, 2016.
4. The Authority is lawfully empowered to pledge and grant a lien on the System Pledged Revenues for payment of the principal of, redemption premium, if any, and interest on the 2016 Bonds in the manner provided in the Bond Resolution.
5. The Authority has the full legal right and power to authorize, execute and deliver and to perform its obligations under the 2016 Bonds, the Purchase Contract, the Escrow Deposit Agreement dated as of October \_\_, 2016 between the Authority and Wells Fargo Bank, N.A., as escrow agent (the "Escrow Deposit Agreement"), the Trustee, Paying Agent and Registrar Agreement dated as of October \_\_, 2016 between the Authority and Wells Fargo Bank, N.A., as trustee (the "Paying Agent Agreement"), the [Insurance Agreement] dated as of October \_\_, 2016 between the Authority and \_\_\_\_\_ with respect to the [\_\_\_\_\_ Reserve Account Credit Facility] (the "Insurance Agreement"), and the Continuing Disclosure Agreement dated as of October \_\_, 2016, between the Authority and Digital Assurance Certification, L.L.O (the "Continuing Disclosure Agreement").

6. The Purchase Contract, the Escrow Deposit Agreement, the Paying Agent Agreement, the Insurance Agreement and the Continuing Disclosure Agreement have been duly executed and delivered by the Authority and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitute legal, binding and valid obligations of the Authority, enforceable against the Authority under the laws of the State of Florida in accordance with their respective terms.

7. The adoption of the Bond Resolution and the authorization, execution and delivery of the 2016 Bonds, the Purchase Contract, the Escrow Deposit Agreement, the Paying Agent Agreement, the Insurance Agreement and the Continuing Disclosure Agreement, and compliance with the provisions thereof, will not conflict with, or constitute a material breach of or default under, any existing law or administrative rule or regulation, or, to the best of our knowledge, any court order or any agreement, contract or other instrument to which the Authority is a party or is otherwise subject.

8. The Official Statement dated September \_\_, 2016 (the "Official Statement"), pertaining to the issuance of the 2016 Bonds, has been duly authorized, executed and delivered by the Authority and the Authority has consented to the use thereof by the Underwriters.

9. With respect to the information in the Official Statement, I have not undertaken any independent verification of, and therefore are not passing upon or assuming responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement (except to the extent expressly set forth in this opinion). However, in the course of my engagement, I have participated in the preparation of the Official Statement and have taken part in general discussions with the Authority's representatives regarding the Official Statement. During my involvement and as of the dated date of this opinion, nothing has come to my attention or the attention of the attorneys in my office rendering legal services with respect to the issuance of the 2016 Bonds which would cause us to believe that the Official Statement (except for the appendices thereto and the financial and statistical data contained therein and except for information under the subheadings "Book-Entry Only System" and "Discontinuance of Book-Entry Only System," information relating to Municipal Bond Insurance or the Bond [Insurer] and information under the headings "MUNICIPAL BOND INSURANCE," "[\_\_\_\_ Reserve Account Credit Facility]," "SYSTEM FINANCING," "SYSTEM REVENUES," "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM," "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS," "UNDERWRITING," "RATINGS," "TAX MATTERS" and "VERIFICATION OF MATHEMATICAL COMPUTATIONS" as to all of which we do not express any view or opinion), as of its dated date and as of the date of this opinion contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. I have not undertaken any independent verification of statistical information or data obtained or derived from publications or

reports of the United States Government, the State of Florida or the Central Florida Expressway Authority, or other publications presented in the Official Statement.

10. Other than as may be disclosed in the Official Statement, to our knowledge and after electronically checking the dockets maintained by the Clerk of the Ninth Judicial Circuit in and for Orange County, Florida or the United States District Court for the Middle District of Florida, as of September \_\_, 2016, there is no litigation before the Ninth Judicial Circuit in and for Orange County, Florida or before the United States District Court for the Middle District of Florida pending or threatened against the Authority, (i) contesting or adversely affecting as to the Authority the validity or enforceability of the Bond Resolution or the collection of the System Pledged Revenues, (ii) contesting or adversely affecting as to the Authority the validity or enforceability of the 2016 Bonds or (iii) contesting or adversely affecting as to the Authority the validity or enforceability of, or the performance of its obligations under, the Purchase Contract, the Escrow Deposit Agreement, the Paying Agent Agreement, the Insurance Agreement or the Continuing Disclosure Agreement.

11. To the best of our knowledge, all approvals, consents, authorizations and orders of any governmental authority having jurisdiction in any matter which would constitute a condition precedent to the performance by the Authority of its obligations under the Bond Resolution, the 2016 Bonds, the Purchase Contract, the Escrow Deposit Agreement, the Paying Agent Agreement, the Insurance Agreement or the Continuing Disclosure Agreement have been obtained and are in full force and effect.

All opinions as to the enforceability of legal obligations of the Authority set forth herein are subject to and limited by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar statutes, rules, regulations or other laws, in each case relating to or affecting creditors' rights and remedies generally and (b) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principle or a requirement as to commercial reasonableness, conscionability, or good faith.

The enforceability of the Bond Resolution, the 2016 Bonds, the Purchase Contract and the Insurance Agreement and the availability of certain rights or remedies provided for therein may be affected or limited by the power of the courts to award damages in lieu of granting equitable remedies and of powers of courts to deny enforcement of remedies based upon public policy.

I do not express any opinion concerning any law other than the laws of Florida and the federal law of the United States of America. I specifically exclude any opinion as to the applicability or effect of any federal or state laws, rules, or regulations relating to taxation (including, but not limited to, the taxation of income) or to the offer or sale of securities, except as expressly stated in the opinions set forth above with respect to the Official Statement. No opinion is expressed with regard to any document or agreement not governed by Florida law.

I express no opinion with respect to the exclusion from gross income for federal income tax purposes of interest on the 2016 Bonds or with respect to the exemption of the 2016 Bonds from any taxes imposed by the State of Florida.

I express no opinion on the applicability of any approvals, consents and orders as may be required under the Blue Sky or securities laws or legal investment laws of any state in connection with the offering and sale of the 2016 Bonds or in connection with the registration of the 2016 Bonds under the federal securities laws.

This opinion should not be deemed or treated as an offering memorandum, prospectus or official statement, and is not intended in any way to be a disclosure document in connection with the sale or delivery of the 2016 Bonds.

I render this opinion as of the date hereof and do not undertake or assume any obligation to update any matters contained herein or to update or supplement such opinion to reflect any changes in facts or circumstances that may hereafter come to our attention or any changes in laws, statutes, ordinances, rules or regulations that may hereafter occur even though such change may affect one or more of the opinions expressed herein. This opinion is furnished by us as legal counsel to the Authority as part of our legal advice and services of a traditional legal nature offered to the Authority from time to time with respect to municipal debt. This opinion is solely for the benefit of the addressees hereto in connection with the issuance of the 2016 Bonds and shall not extend to, and may not be relied upon by, any other person or entity (regardless of whether such other person or entity is related to or affiliated with any of the addressees) without my express written consent. Except with respect to the Authority, the delivery of this opinion to the addressees does not, and shall not be deemed to, create an attorney-client relationship.

Very truly yours,

JOSEPH PASSIATORE  
GENERAL COUNSEL

**EXHIBIT E**  
**FORM OF OPINION OF DISCLOSURE COUNSEL**

October \_\_, 2016

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

**Re:   \$\_\_\_\_\_ Central Florida Expressway Authority Senior Lien Refunding  
Revenue Bonds, Series 2016B, and \$\_\_\_\_\_ Central Florida  
Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016C**

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the Central Florida Expressway Authority (the “Authority”) in connection with the offering of the \$\_\_\_\_\_ Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016B, and \$\_\_\_\_\_ Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016C (collectively, the “Series 2016 Bonds”). Capitalized but undefined terms used herein shall have the meanings assigned thereto in the Bond Purchase Agreement dated September \_\_, 2016 (the “Purchase Agreement”), between the Authority and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the “Representative”), on behalf of itself and the underwriters named therein, and the Official Statement of the Authority dated September \_\_, 2016 (the “Official Statement”) relating to the Series 2016 Bonds, as applicable.

As Disclosure Counsel, We have examined unexecuted copies of the Official Statement and the Bond Resolution. We have reviewed the Official Statement generally and have discussed certain information and statements therein with representatives of the Authority, the Representative, Broad and Cassel, in its capacity as Bond Counsel (“Bond Counsel”), Joseph Passiatore, Esquire, in his capacity as General Counsel to the Authority (“Issuer’s Counsel”), and Public Financial Management, Inc. and National Minority Consultants, Inc., the Authority’s Co-Financial Advisors. We have also reviewed certain proceedings of the Authority, and originals or copies identified to our satisfaction of such agreements, proceedings, resolutions, opinions, certificates and other documents furnished to us as we have considered necessary to enable us to render this opinion. We have assumed, but not independently verified, the genuineness of signatures on documents submitted to us as originals, the authenticity thereof and the conformity with the originals of any documents submitted to us as copies or specimens.

Consistent with the scope of our engagement, we do not express any opinion or view herein on the authorization, sale and issuance of the Series 2016 Bonds, the validity of the Bond Resolution, or the Series 2016 Bonds, or the tax-exempt status of the Series 2016 Bonds.

To the extent that the opinions expressed herein relate to or are dependent upon the determination that the proceedings and actions relating to authorization, sale and issuance of the Series 2016 Bonds are lawful and valid under the laws of the State of Florida (the “State”), the effect thereof on the tax-exempt status of the Series 2016 Bonds, or that the Series 2016 Bonds are valid and legally binding obligations of the Authority enforceable in accordance with their

terms, we understand that you are relying upon the opinions delivered on the date hereof of Bond Counsel and Issuer's Counsel, and no opinion is expressed herein as to any such matters.

The scope of our engagement with respect to the offering of the Series 2016 Bonds was not to establish factual matters and because of the wholly or partially non-legal character of many of the determinations involved in the preparation of the Official Statement we are not passing on and do not assume any responsibility for, except as set forth in the following paragraph, the accuracy or completeness of the contents of the Official Statement (including, without limitation, any appendices, schedules and exhibits thereto) and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements.

Based upon the foregoing and subject to the qualifications and limitations stated in this opinion, we are of the opinion that based upon our participation as Disclosure Counsel and without having undertaken to determine independently the accuracy or completeness of the contents of the Official Statement, no facts came to our attention which have caused us to believe that the information in the Official Statement (excluding any financial, statistical, demographic and numerical information, any forecasts, estimates, assumptions or expressions of opinion, and information regarding DTC and its book-entry only system of registration, as to which no opinion is expressed) as of its date and as of the date of this opinion contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The opinions or statements expressed above are based solely on the laws of the State and of the United States of America as currently in effect and not the laws of any other jurisdiction. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other state or jurisdiction.

This opinion is rendered as of the date hereof pursuant to Section 10(g) of the Purchase Agreement. We expressly disclaim any obligation to update any matter in this opinion or advise you of any matters which may come to our attention subsequent to the date hereof.

This opinion is furnished by us as Disclosure Counsel, is solely for the benefit of the addressee hereof, and is rendered solely in connection with the transaction to which this opinion relates. This opinion may not be used or relied upon or published or communicated to any party, other than the addressee hereof, for any purpose whatsoever without our prior written approval in each instance.

Respectfully,

**EXHIBIT F**

**MATURITY SCHEDULE AND REDEMPTION PROVISIONS**

**\$ \_\_\_\_\_**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**SENIOR LIEN REFUNDING REVENUE BONDS,**  
**SERIES 2016B**

<b>Maturity (July 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>
------------------------------	-----------------------------	--------------------------	--------------	--------------

(I) [Insured Series 2016B Bond.]

(C) Yield and price calculated to first optional redemption date of July 1, 20\_\_.

[Insert optional and mandatory redemption provisions.]



**MATURITY SCHEDULE AND REDEMPTION PROVISIONS**

**\$ \_\_\_\_\_**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**SENIOR LIEN REFUNDING REVENUE BONDS,**  
**SERIES 2016C**

<b>Maturity (July 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>
------------------------------	-----------------------------	--------------------------	--------------	--------------

<sup>(1)</sup> [Insured Series 2016C Bond.]

<sup>(C)</sup> Yield and price calculated to first optional redemption date of July 1, 20\_\_.

[Insert optional and mandatory redemption provisions.]

**EXHIBIT G**  
**FORM OF ISSUE PRICE CERTIFICATE**

## ISSUE PRICE CERTIFICATE

This Issue Price Certificate is furnished by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the underwriters (collectively, the "Underwriter") in connection with the sale and issuance by the Central Florida Expressway Authority (the "Authority") of its \$\_\_\_\_\_ aggregate principal amount of Senior Lien Refunding Revenue Bonds, Series 2016B and \$\_\_\_\_\_ aggregate principal amount of Senior Lien Refunding Revenue Bonds, Series 2016C (collectively, the "Bonds") issued on October \_\_, 2016, and the Underwriter hereby certifies and represents the following, based upon information available to us:

1. Based on our assessment of the prevailing market conditions on the date that we agreed to purchase the Bonds (the "Sale Date"), the Underwriter reasonably expected on the Sale Date that the first prices at which at least 10% of each maturity of the Bonds would be sold by the Underwriter to the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (the "Public") would be prices not in excess of, or, in the case of obligations sold on a yield basis, at yields not less than, those listed for each maturity on Schedule A hereto (the "Initial Offering Prices").

2. All of the Bonds have actually been offered to the Public in a bona fide public offering at prices not in excess of, or, in the case of obligations sold on a yield basis, at yields not less than, the Initial Offering Prices.

3. The first price, or yield in the case of obligations sold on a yield basis, at which ten percent (10%) of each maturity of the Bonds has been sold to the Public was at a price not in excess of, or, in the case of obligations sold on a yield basis, at a yield not less than, the Initial Offering Prices, [except\_\_\_\_\_].

4. The Underwriter had no reason to believe that any of the Initial Offering Prices of the Bonds exceeded the expected fair market value of the Bonds as of the Sale Date.

The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. We understand that the foregoing information will be relied upon by the Authority with respect to certain of the representations set forth in the Tax Certificate and by Broad and Cassel, Bond Counsel, in connection with rendering its opinion to the Authority that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Certain information furnished in this Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified by us, but we have no reason to believe that such information is untrue in any material respect. Nothing herein represents the undersigned's interpretation of any laws; in particular the regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts.

Executed as of this \_\_\_ day of October, 2016

**MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED**, on behalf of itself  
and as representative of the underwriters

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

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER \_\_, 2016

NEW ISSUE - BOOK-ENTRY ONLY

Ratings: See "RATINGS" herein

[TO BE REVIEWED BY BOND COUNSEL]

*In the opinion of Broad and Cassel, Orlando, Florida, Bond Counsel, assuming continuing compliance by CFX (as defined herein) with various covenants in the Bond Resolution (as defined herein), interest on the Series 2016 Bonds (as defined herein) is, under existing statutes, regulations, rulings and court decisions: (a) excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), except as otherwise described herein under the caption "TAX MATTERS," and (b) not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of a corporation's alternative minimum taxable income and may be subject to other federal income tax consequences described herein under the caption "TAX MATTERS." See "TAX MATTERS" herein for a discussion of Bond Counsel's opinion, including a discussion of the corporate alternative minimum tax.*

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

\$ _____ *	\$ _____ *
<b>CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REFUNDING REVENUE BONDS, SERIES 2016B</b>	<b>CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REFUNDING REVENUE BONDS, SERIES 2016C</b>

**Dated: Date of Delivery**

**Due: July 1, as shown on inside cover**

This Official Statement relates to the issuance by the Central Florida Expressway Authority ("CFX") of \$ \_\_\_\_\_\* in aggregate principal amount of its Senior Lien Refunding Revenue Bonds, Series 2016B (the "Series 2016B Bonds") and \$ \_\_\_\_\_\* in aggregate principal amount of its Senior Lien Refunding Revenue Bonds, Series 2016C (the "Series 2016C Bonds," and together with the Series 2016B Bonds, the "Series 2016 Bonds"). The Series 2016 Bonds are being issued as fully registered bonds, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2016 Bonds will be made in book-entry form only, in denominations of \$5,000 or any integral multiple thereof, as described therein. Purchasers of beneficial interests in the Series 2016 Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2016 Bonds will be effected through the DTC book-entry system as described herein. See "DESCRIPTION OF THE SERIES 2016 BONDS - Book-Entry Only System" herein.

The Series 2016 Bonds are being issued pursuant to Chapter 348, Part III, Florida Statutes and that certain Amended and Restated Master Bond Resolution adopted by CFX

on February 3, 2003 (the "Master Bond Resolution"), as supplemented by that certain Twenty-First Supplemental Revenue Bond Resolution adopted by CFX on [September 8] 2016 (the "Twenty-First Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - TWENTY-FIRST SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2016 Bonds shall mature on such dates and in such principal amounts and shall bear interest at the rate or rates set forth on the inside cover of this Official Statement payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2017 (each, an "Interest Payment Date") until the respective maturities of the Series 2016 Bonds. Interest on the Series 2016 Bonds will be payable by Wells Fargo Bank, National Association, as registrar, paying agent and trustee, in Pittsburgh, Pennsylvania (the "Paying Agent") to Cede & Co., as nominee of DTC at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the Interest Payment Date. Payments of principal of, premium, if any, and interest on the Series 2016 Bonds will be made at the designated corporate trust office of the Paying Agent. See "DESCRIPTION OF THE SERIES 2016 BONDS" herein.

The Series 2016 Bonds are subject to redemption prior to maturity as described herein.

The Series 2016 Bonds are being issued by CFX to provide funds to: (i) refund all or a portion of certain outstanding indebtedness of CFX as described herein, and (ii) pay certain costs in connection with all expenses incidental to the issuance of the Series 2016 Bonds. See "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein and "APPENDIX B - TWENTY-FIRST SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2016 Bonds are secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2016 BONDS," "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" and "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

[All or a portion of the Series 2016 Bonds may be insured pursuant to the purchase of a municipal bond insurance policy from \_\_\_\_\_ which purchase will be at the option and expense of CFX. See "MUNICIPAL BOND INSURANCE" herein.]

**NONE OF THE STATE OF FLORIDA (THE "STATE"), ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY,**

**FLORIDA, OSCEOLA COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2016 BONDS, AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES, THE CITY OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2016 BONDS. CFX HAS NO TAXING POWER. NO OWNER OF ANY OF THE SERIES 2016 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED TO THE PAYMENT OF THE SERIES 2016 BONDS. THE SERIES 2016 BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.**

This cover page contains limited information for quick reference only. It is not a summary of the matters relating to the Series 2016 Bonds. Potential investors must read the entire Official Statement (including the cover page and all Appendices attached hereto) to obtain information essential to the making of an informed investment decision.

*The Series 2016 Bonds are offered for delivery when, as and if issued, by CFX, subject to the approving opinion of Broad and Cassel, Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon by CFX's General Counsel, Joseph Passiatore, Esq. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel to CFX. Public Financial Management, Inc., Orlando, Florida and National Minority Consultants, Inc., Orlando, Florida are serving as Co-Financial Advisors to CFX with respect to the Series 2016 Bonds. Foley & Lardner LLP, Orlando, Florida is serving as Counsel to the Underwriters. It is expected that the Series 2016 Bonds will be delivered through the facilities of DTC in New York, New York, on or about October \_\_, 2016.*

**BofA Merrill Lynch**

**Wells Fargo Securities**

Barclays  
Loop Capital Markets

BMO Harris  
Morgan Stanley

**J.P. Morgan**

Citigroup  
RBC Capital Markets

Jefferies LLC  
Raymond James

Dated: September \_\_, 2016.

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\*Preliminary, subject to change.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,  
YIELDS, PRICES AND INITIAL CUSIP NUMBERS**

\$ \_\_\_\_\_ \*  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SENIOR LIEN REFUNDING REVENUE BONDS,  
SERIES 2016B**

<b>Maturity (July 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>Initial CUSIP No.†</b>
	\$	%	%		

\$ \_\_\_\_\_ - \_\_\_\_% Term 2016B Bonds, Due July 1, 20\_\_;  
Price - \_\_\_\_; Yield - \_\_\_\_%; Initial CUSIP Number - \_\_\_\_\_

\$ \_\_\_\_\_ - \_\_\_\_% Term 2016B Bonds, Due July 1, 20\_\_;  
Price - \_\_\_\_; Yield - \_\_\_\_%; Initial CUSIP Number - \_\_\_\_\_

\*Preliminary, subject to change.

†CUSIP numbers have been assigned to the Series 2016B Bonds by an organization not affiliated with CFX. CFX is not responsible for the selection or use of the CUSIP numbers in this Official Statement nor is any representation being made as to their accuracy on the Series 2016B Bonds, or as indicated above. The CUSIP numbers are included herein solely for the convenience of the readers of this Official Statement.



**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,  
YIELDS, PRICES AND INITIAL CUSIP NUMBERS**

\$ \_\_\_\_\_ \*  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SENIOR LIEN REFUNDING REVENUE BONDS,  
SERIES 2016C**

<b>Maturity (July 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>Initial CUSIP No.†</b>
	\$	%	%		

\$ \_\_\_\_\_ - \_\_\_\_ % Term 2016C Bonds, Due July 1, 20\_\_;  
Price - \_\_\_\_; Yield - \_\_\_\_%; Initial CUSIP Number - \_\_\_\_\_

\$ \_\_\_\_\_ - \_\_\_\_ % Term 2016C Bonds, Due July 1, 20\_\_;  
Price - \_\_\_\_; Yield - \_\_\_\_%; Initial CUSIP Number - \_\_\_\_\_

\*Preliminary, subject to change.

†CUSIP numbers have been assigned to the Series 2016C Bonds by an organization not affiliated with CFX. CFX is not responsible for the selection or use of the CUSIP numbers in this Official Statement nor is any representation being made as to their accuracy on the Series 2016C Bonds, or as indicated above. The CUSIP numbers are included herein solely for the convenience of the readers of this Official Statement.

[Red Herring Language]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2016 Bonds may not be sold nor may offers to buy the Series 2016 Bonds be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the Series 2016 Bonds in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. CFX shall deem this Preliminary Official Statement "final," except for certain permitted omissions within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**4974 ORL Tower Road**  
**Orlando, Florida 32807**

**BOARD MEMBERS**

Welton Cadwell, Lake County Commissioner, Chairman  
Scott Boyd, Orange County Commissioner, Vice Chairman  
Brenda Carey, Seminole County Commissioner, Treasurer  
Buddy Dyer, Orlando Mayor, Board Member  
Fred Hawkins, Jr., Osceola County Commissioner, Board Member  
Teresa Jacobs, Orange County Mayor, Board Member  
Andria Herr, Board Member  
Jay Madara, Board Member  
S. Michael Scheeringa, Board Member  
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise Executive Director, Non-Voting  
Advisor

**MANAGEMENT**

Laura Kelley, Executive Director  
Joseph Berenis, P.E., Chief of Infrastructure  
Lisa Lumbard, Chief Financial Officer  
Michelle Maikisch, Chief of Staff/Public Affairs Officer  
Corey Quinn, P.E., Chief of Technology/Operations  
Joseph Passiatore, Esq., General Counsel

**BOND COUNSEL**

Broad and Cassel  
Orlando, Florida

**DISCLOSURE COUNSEL**

Nabors, Giblin & Nickerson, P.A.  
Tampa, Florida

**INDEPENDENT CERTIFIED**

**PUBLIC ACCOUNTANTS**

Moore Stephens Lovelace P.A.  
Orlando, Florida

**GENERAL ENGINEERING  
CONSULTANT**

Atkins North America, Inc.  
Orlando, Florida

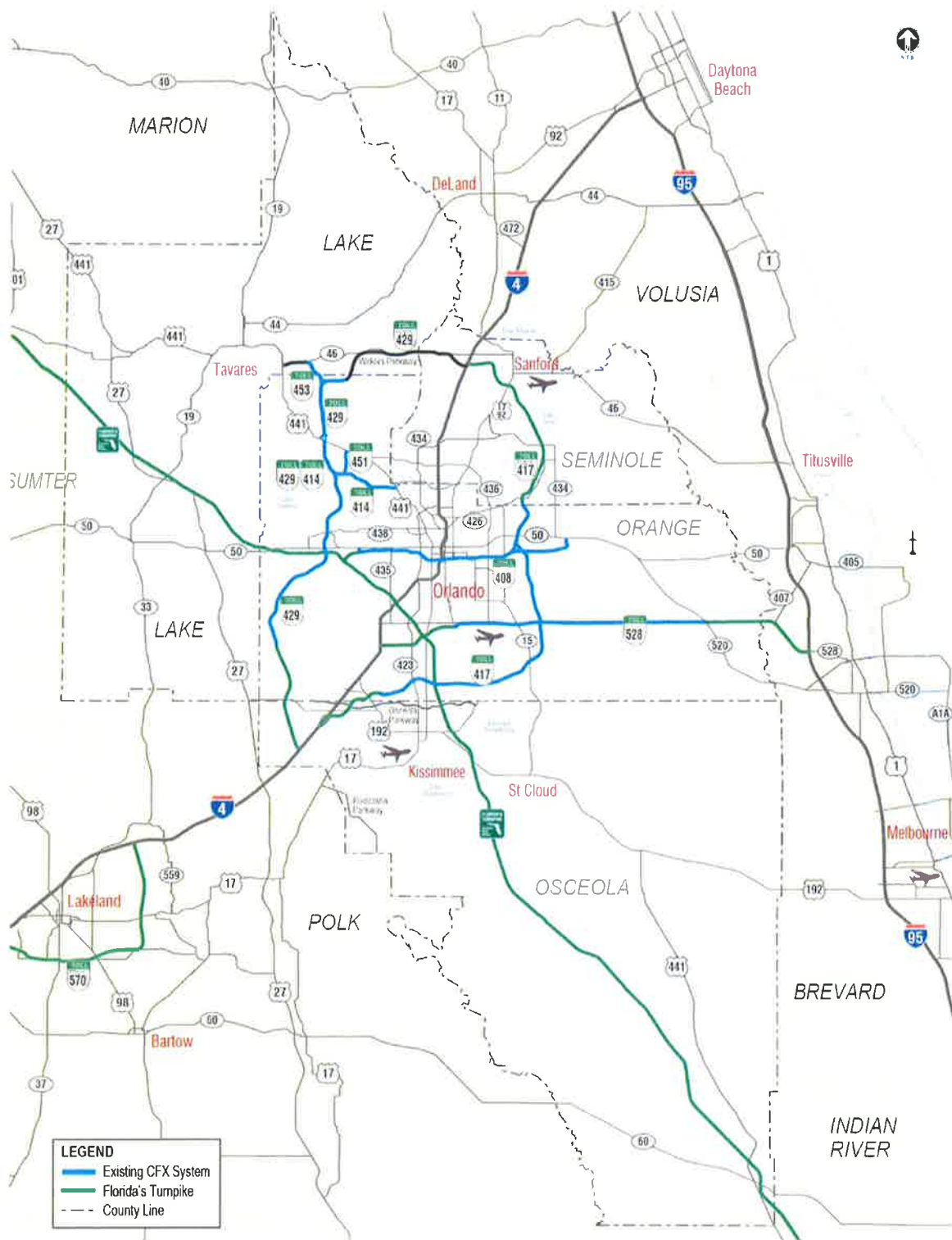
**TRAFFIC ENGINEER**

CDM Smith  
Maitland, Florida

**CO-FINANCIAL ADVISORS**

Public Financial Management, Inc.  
Orlando, Florida

National Minority Consultants, Inc.  
Orlando, Florida



This Official Statement does not constitute a contract between CFX and any one or more owners of the Series 2016 Bonds, nor does it constitute an offer to sell or the solicitation of an offer to buy the Series 2016 Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

No dealer, broker, salesman or any other person has been authorized by CFX to give any information or to make any representation, other than those contained in this Official Statement, in connection with the offering of the Series 2016 Bonds, and if given or made, such information or representations must not be relied upon as having been authorized by CFX. The information and expressions of opinion in this Official Statement are subject to change without notice, and this Official Statement speaks only as of its date. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. The information contained in this Official Statement, including in the appendices, has been obtained from representatives of CFX and from public documents, records and other sources considered to be reliable.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. IN CONNECTION WITH THE OFFERING OF THE SERIES 2016 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2016 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2016 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2016 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2016 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2016 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

In making an investment decision, investors must rely on their own examination of CFX, and the terms of the offering, including the merits and risks involved. The Series 2016 Bonds have not been recommended by any federal or state securities

commission or regulatory authority. Furthermore, other than as expressly provided in certificates to be delivered to the Underwriters in connection with the closing, CFX has not confirmed the accuracy or determined the adequacy of this Official Statement. Any representation to the contrary may be a criminal offense.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTIONS "FORWARD-LOOKING STATEMENTS," "SYSTEM REVENUES - HISTORICAL AND PROJECTED REVENUES," "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" HEREIN. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT. ASIDE FROM ITS CUSTOMARY FINANCIAL REPORTING ACTIVITIES, CFX DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: [WWW.MUNIOS.COM] OR WWW.EMMA.MSRB.ORG. PROSPECTIVE PURCHASERS MAY RELY ON THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT IN EITHER THE ORIGINAL BOUND FORMAT OR THE ELECTRONIC FORMAT, PROVIDED, HOWEVER THAT PROSPECTIVE PURCHASERS MUST READ THE ENTIRE OFFICIAL STATEMENT (INCLUDING THE COVER PAGE AND ALL APPENDICES ATTACHED HERETO) TO OBTAIN ALL OF THE INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

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**OFFICIAL STATEMENT**  
**relating to**

<p>\$ _____ *</p> <p><b>CENTRAL FLORIDA</b></p> <p><b>EXPRESSWAY AUTHORITY</b></p> <p><b>SENIOR LIEN</b></p> <p><b>REFUNDING REVENUE BONDS, REFUNDING REVENUE BONDS,</b></p> <p><b>SERIES 2016B</b></p>	<p>\$ _____ *</p> <p><b>CENTRAL FLORIDA</b></p> <p><b>EXPRESSWAY AUTHORITY</b></p> <p><b>SENIOR LIEN</b></p> <p><b>REFUNDING REVENUE BONDS, REFUNDING REVENUE BONDS,</b></p> <p><b>SERIES 2016C</b></p>
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**INTRODUCTION**

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices attached hereto, is to furnish information concerning the Central Florida Expressway Authority ("CFX"), the System (as defined herein) and certain other information in connection with the sale by CFX of \$ \_\_\_\_\_\* in aggregate principal amount of its Senior Lien Refunding Revenue Bonds, Series 2016B (the "Series 2016B Bonds") and \$ \_\_\_\_\_\* in aggregate principal amount of its Senior Lien Refunding Revenue Bonds, Series 2016C (the "Series 2016C Bonds," and together with the Series 2016B Bonds, the "Series 2016 Bonds").

CFX is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (the "Prior Authority"), including the assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property of the Prior Authority. See "CFX" herein.

The Series 2016 Bonds are being issued pursuant to Chapter 348, Part III, Florida Statutes (the "Act") and that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as amended and supplemented, and particularly as supplemented by that certain Twenty-First Supplemental Revenue Bond Resolution Authorizing the Issuance of Refunding Revenue Bonds (multiple series) adopted by CFX on [September 8], 2016 (the "Twenty-First Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - TWENTY-FIRST SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2016 Bonds are subject to optional and [mandatory redemption] prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2016 BONDS - Redemption" herein.

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\*Preliminary, subject to change.

Prior to issuance and delivery of the Series 2016 Bonds, the following Parity Bonds will be outstanding in the aggregate principal amount of \$2,621,480,000: (a) Revenue Bonds, Series 2007A (the "Series 2007A Bonds"); (b) Variable Rate Refunding Revenue Bonds, Series 2008B-1 (the "Series 2008B-1 Bonds"); (c) Variable Rate Refunding Revenue Bonds, Series 2008B-2 (the "Series 2008B-2 Bonds"); (d) Variable Rate Refunding Revenue Bonds, Series 2008B-3 (the "Series 2008B-3 Bonds"); (e) Variable Rate Refunding Revenue Bonds, Series 2008B-4 (the "Series 2008B-4 Bonds" and together with the Series 2008B-1 Bonds, Series 2008B-2 Bonds and Series 2008B-3 Bonds, the "Series 2008B Bonds"); (f) Revenue Bonds, Series 2010A (the "Series 2010A Bonds"); (g) Refunding Revenue Bonds, Series 2010B (the "Series 2010B Bonds"); (h) Revenue Bonds, Series 2010C (the "Series 2010C Bonds"); (i) Refunding Revenue Bonds, Series 2012 (the "Series 2012 Bonds"); (j) Refunding Revenue Bonds, Series 2013A (the "Series 2013A Bonds"); (k) Refunding Revenue Bonds, Series 2013B (the "Series 2013B Bonds"); (l) Refunding Revenue Bonds, Series 2013C (the "Series 2013C Bonds"); (m) Senior Lien Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes"); and (n) Senior Lien Refunding Revenue Bonds, Series 2016A (the "Series 2016A Bonds"). Accordingly, the Series 2007A Bonds, Series 2008B Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2010C Bonds, Series 2012 Bonds, Series 2013A Bonds, Series 2013B Bonds, Series 2013C Bonds, Series 2015 Notes, and Series 2016A Bonds are collectively referred to herein as the "Outstanding Parity Bonds." The Series 2016 Bonds, the other Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution are collectively referred to herein as the "Bonds." The Series 2015 Notes are currently expected to be repaid on or prior to the stated maturity date of January 1, 2019 from a future draw against a loan (the "Junior TIFIA Loan") to CFX by the U.S. Department of Transportation acting by and through the Federal Highway Administration (the "TIFIA Lender") pursuant to a loan agreement effective March 25, 2015, between CFX and the TIFIA Lender (the "Junior TIFIA Loan Agreement"), all as described further herein. See "JUNIOR TIFIA LOAN AGREEMENT" herein.

The Series 2016 Bonds are being issued by CFX, to provide funds to (a) refund all or a portion of CFX's outstanding [Series 2007A Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2010C Bonds and Series 2013C Bonds] (the "Refunded Bonds"), and (b) pay certain costs in connection with the issuance of the Series 2016 Bonds. See "PLAN OF REFUNDING," "ESTIMATED SOURCES AND USES OF FUNDS," and "APPENDIX B - TWENTY-FIRST SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2016 Bonds are secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2016 BONDS" and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "TWENTY-FIRST SUPPLEMENTAL RESOLUTION" attached hereto as Appendix B.

For a more complete description of the terms and conditions of the Series 2016 Bonds, reference is made to the proceedings authorizing the issuance of the Series 2016 Bonds. The descriptions of the Series 2016 Bonds, the Bond Resolution, the Lease-Purchase Agreement and the Continuing Disclosure Agreement (each as defined herein) and any other matters or documents contained or referenced herein are brief outlines of certain provisions thereof and do not purport to be comprehensive or definitive. All references herein to such documents and statements are qualified in their entirety by the actual content of such documents and statements to which reference is made herein. Copies of such documents are available from the Office of the Chief Financial Officer, 4974 ORL Tower Road, Orlando, Florida 32807.

### PLAN OF REFUNDING

The following table describes the proposed refunding of the Refunded Bonds broken down by Series:

	<b>Series 2007A Bonds</b>	<b>Series 2010A Bonds</b>	<b>Series 2010B Bonds</b>	<b>Series 2010C Bonds</b>	<b>Series 2013C Bonds</b>
Refunding Issue:	2016B	2016B	2016B	2016B	2016C
Refunding Type:	Advance	Advance	Advance	Advance	Current
Principal Amount:					
Redemption Date:					
Redemption Price:					

To effect the refunding of the Refunded Bonds, CFX will enter into one or more Escrow Deposit Agreements (collectively, the "Escrow Deposit Agreement") with Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") on or prior to the delivery of the Series 2016 Bonds. [Pursuant to the terms of the Escrow Deposit Agreement, CFX will deposit a portion of the proceeds of the Series 2016 Bonds and certain other available funds of CFX with the Escrow Agent for deposit to the credit of irrevocable escrow deposit trust funds (the "Escrow Deposit Trust Funds") established pursuant to the Escrow Deposit Agreement. Such monies will be applied, on the date of issuance of the Series 2016 Bonds, to pay when due, all principal of, redemption premium, if any, and accrued interest on, the Refunded Bonds as the same become due or are called for redemption as provided in the Escrow Deposit Agreement.]

Upon delivery of the Series 2016 Bonds, \_\_\_\_\_ as verification agent, (the "Verification Agent") will verify the accuracy of the arithmetical computations of the sufficiency of the amounts to be deposited in the Escrow Deposit Trust Funds to be held by the Escrow Agent to pay the principal, interest and redemption

premium, if any, on, the Refunded Bonds. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

Upon deposit of sufficient amounts with the Escrow Agent pursuant to the Escrow Deposit Agreement, Bond Counsel shall deliver an opinion that the Refunded Bonds shall be deemed to be paid and shall no longer be deemed to be outstanding for the purposes of the Master Bond Resolution and all liability of CFX with respect to the Refunded Bonds shall cease, terminate and be discharged and extinguished, and the Holders thereof shall be entitled to payment solely out of the moneys or securities deposited in the Escrow Deposit Trust Funds.

The amounts held by the Escrow Agent in the Escrow Deposit Trust Funds will not be available to pay debt service on the Series 2016 Bonds.

## ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2016 Bonds are expected to be applied as follows:

	<u>Series 2016B Bonds</u>	<u>Series 2016C Bonds</u>	<u>Total</u>
<b>Sources of Funds</b>			
Par Amount	\$	\$	\$
[Net] Bond Premium/Discount			
Other Legally Available Moneys <sup>(1)</sup>			
<b>Total Sources of Funds</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<b>Uses of Funds</b>			
Deposit to Escrow Deposit Trust Funds	\$	\$	\$
Costs of Issuance <sup>(2)</sup>			
<b>Total Uses of Funds</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>

<sup>(1)</sup> Represents moneys on deposit in certain funds and accounts under the Bond Resolution which are allocable to the Refunded Bonds.

<sup>(2)</sup> Includes legal fees, underwriter's discount, financial advisor and consultant fees, rating agency fees, printing costs, [premiums for the 2016B Reserve Account Credit Facility, 2016C Reserve Account Credit Facility and a municipal bond insurance policy, if any,] and other fees and costs.

## DESCRIPTION OF THE SERIES 2016 BONDS

### General

The Series 2016 Bonds are being issued as fully registered bonds without coupons in the denomination of the par amount of the Series 2016 Bonds; shall be dated the date of the initial delivery thereof, and shall bear interest from such date, payable semiannually on January 1 and July 1 of each year, commencing January 1, 2017. The Series 2016 Bonds shall mature on July 1 in the years and principal amounts, and shall bear interest at the rates set forth on the inside of the cover page hereof.

### Registration and Payment

Principal on the Series 2016 Bonds will be payable upon presentation and surrender of the Series 2016 Bonds at the designated corporate trust operations office of Wells Fargo Bank, National Association or its successors or assigns as Registrar, Paying Agent and Trustee (the "Registrar," "Paying Agent" or "Trustee") in Pittsburgh, Pennsylvania. Interest on the Series 2016 Bonds will be paid by check or draft drawn

upon the Paying Agent and mailed to the registered Holders of the Series 2016 Bonds at the addresses as they appear on the registration books maintained by the Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2016 Bonds subsequent to such Record Date and prior to such interest payment date, unless CFX shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest will be payable to the Holders in whose name such Series 2016 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holders of such Series 2016 Bonds not less than 15 days preceding such special record date. Such notice shall be mailed to the Holders in whose name the Series 2016 Bonds are registered at the close of business on the fifth day (whether or not a Business Day) preceding the date of mailing.

If the date for payment of the principal of, prepayment price, if any, or interest on the Series 2016 Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day will have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered owner of \$1,000,000 or more in principal amount of Series 2016 Bonds may provide for payment of principal, redemption price and interest with respect to such Series 2016 Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, to the Paying Agent with the presentation or surrender of the Series 2016 Bonds to be paid, and (ii) in the case of interest, to the Paying Agent, as registrar, at least 15 Business Days prior to the applicable Record Date. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice.

CFX and the Registrar, Paying Agent, and Trustee may deem and treat the registered Holders of any Series 2016 Bond as the absolute owners of such Series 2016 Bond for the purpose of receiving payment of the principal thereof and the interest and prepayment price, if any, thereon.

### **Transfer and Exchange**

Each Series 2016 Bond may be transferred upon the registration books of CFX kept for that purpose at the office of the Registrar as provided in the Bond Resolution. All Series 2016 Bonds presented for transfer, exchange, or payment (if so required by CFX or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory

to CFX and the Registrar, duly executed by the Holders or by a duly authorized attorney. New Series 2016 Bonds delivered upon any transfer, purchase or exchange shall be valid obligations of CFX, evidencing the same debt as the Series 2016 Bonds surrendered, shall be secured by the Bond Resolution, and shall be entitled to all of the security and benefits thereof to the same extent as the Series 2016 Bonds surrendered.

In all cases of a transfer of the Series 2016 Bonds, the Registrar shall at the earliest practical time in accordance with the terms of the Bond Resolution enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee new fully registered Series 2016 Bonds of the same Series, maturity and of authorized denomination, for the same aggregate principal amount and payable from the same source of funds.

CFX and Registrar may charge the Registered Owner for the registration of every transfer or exchange of the Series 2016 Bonds an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by CFX) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2016 Bonds shall be delivered.

### **Redemption Provisions**

Optional Redemption. (a) The Series 2016B Bonds maturing on or before July 1, 20\_\_ shall not be subject to redemption prior to their respective maturity date. The Series 2016B Bonds maturing on or after July 1, 20\_\_ are subject to optional redemption by CFX in whole or in part at any time on or after July 1, 20\_\_, in such maturities as CFX may determine and by lot within any maturity, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

(b) The Series 2016C Bonds maturing on or before July 1, 20\_\_ shall not be subject to redemption prior to their respective maturity date. The Series 2016C Bonds maturing on or after July 1, 20\_\_ are subject to optional redemption by CFX in whole or in part at any time on or after July 1, 20\_\_, in such maturities as CFX may determine and by lot within any maturity, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

[(c) The Series 2016 Bonds maturing on or after July 1, 20\_\_ may also be redeemed, in whole or in part, at the option of CFX at any time prior to the respective Par Call Date (as defined below) at the "Make Whole Redemption Price" (as defined below).

The Make Whole Redemption Price is equal to the greater of:

(i) one hundred two percent (102%) of the "Amortized Value" (as defined below) of the Series 2016 Bonds to be redeemed; or



(ii) an amount equal to the sum of the present values of the remaining scheduled payments of principal and interest on the Series 2016 Bonds to be redeemed, from and including the date of redemption to the Par Call Date, discounted to the date of redemption on a semiannual basis at a discount rate equal to the "Applicable Tax-Exempt Bond Rate" (as defined below).

The "Amortized Value" will equal the principal amount of the Series 2016 Bonds to be redeemed multiplied by the price of such Series 2016 Bonds expressed as a percentage, calculated based on the industry standard method of calculating bond prices, with a delivery date equal to the date of redemption, a maturity date equal to the Par Call Date of such Series 2016 Bonds and a yield equal to such Series 2016 Bonds original offering yields as set forth on the inside cover of this Official Statement.

"Applicable Tax-Exempt Bond Rate" means the "Interpolated AAA Yields" rate for the Par Call Date as published by Municipal Market Data ("MMD") at least five calendar days, but not more than 45 calendar days, prior to the redemption date of the Series 2016 Bonds to be redeemed. If no such rate is established for the applicable year, the "Interpolated AAA Yields" rate for the published maturities most closely corresponding to the applicable year will be determined, and the Applicable Tax-Exempt Bond Rate will be interpolated from those rates on a straight-line basis. Should MMD no longer publish the "Interpolated AAA Yields" rate, then the Applicable Tax-Exempt Bond Rate will equal the "Consensus Scale" rate for the applicable year as published by Municipal Market Advisors ("MMA"). In the further event that MMA no longer publishes the "Consensus Scale", the Applicable Tax-Exempt Bond Rate will be determined by \_\_\_\_\_ or a successor determined by CFX, as the quotation agent, based upon the rate per annum equal to the semiannual equivalent yield to maturity for those tax-exempt general obligation bonds rated in the highest rating category by Moody's Investors Service, Inc. and S&P Global Ratings with a maturity date equal to the Par Call Date of such Series 2016 Bonds having characteristics (other than the ratings) most comparable to those of such Bonds in the judgment of the quotation agent. The quotation agent's determination of the Applicable Tax-Exempt Bond Rate shall be final and binding in the absence of manifest error.

"Par Call Date" means, with respect to (a) the Series 2016B Bonds, July 1, 20\_\_, and (b) the Series 2016C Bonds, July 1, 20\_\_.]

## Mandatory Redemption

**Mandatory Redemption.** The Series 2016B Bonds maturing on July 1, 20\_\_ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

### Series 2016B Bonds maturing July 1, 20\_\_

Year	Principal Amount
------	------------------

\*Final Maturity

**Mandatory Redemption.** The Series 2016C Bonds maturing on July 1, 20\_\_ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

### Series 2016C Bonds maturing July 1, 20\_\_

Year	Principal Amount
------	------------------

\*Final Maturity

**Selection of Bonds to be Redeemed or Purchased.** If and to the extent that less than all of the Series 2016 Bonds are to be redeemed or purchased in lieu thereof, the maturities (including CUSIP numbers within a maturity to the extent that there are multiple Series 2016 Bonds with the same maturity) and principal amounts of each such maturity to be redeemed or purchased (other than from sinking fund installments which shall be made from the corresponding maturities designated as provided above) shall be selected by CFX, and in the event less than all of the Series 2016 Bonds of an entire maturity or a series thereof are redeemed or purchased, the Series 2016 Bonds of such maturity shall be selected at random by the Paying Agent, as trustee, in such manner as the Paying Agent, as trustee, in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2016 Bond of a denomination of more than \$5,000 to be redeemed or purchased shall be in the principal amount of \$5,000 or any integral multiple of \$5,000 in excess thereof, and in

selecting portions of such Series 2016 Bonds for redemption or purchase, the Paying Agent, as trustee shall treat each such Series 2016 Bond as representing that number of Series 2016 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2016 Bond to be redeemed or purchased in part by \$5,000.

### **Notice of Redemption**

Unless waived by any Holder of the Series 2016 Bonds to be redeemed, notice of any optional redemption made pursuant to the Bond Resolution shall be given by the Paying Agent, as registrar, on behalf of CFX mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 20 days prior to the date fixed for redemption to each Holder of the Series 2016 Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of the Series 2016 Bonds to be redeemed, nor any failure to give such notice, shall in any manner defeat the effectiveness of a call for optional redemption as to all other Holders of the Series 2016 Bonds to be redeemed.

Every official notice of optional redemption shall be dated and shall state: (a) the redemption date, (b) the redemption price of the Series 2016 Bonds to be redeemed, (c) if less than all outstanding Series 2016 Bonds are to be redeemed, the number (and, in the case of partial redemption of any Series 2016 Bond, the principal amount) of each Series 2016 Bond to be redeemed, (d) that on the redemption date the redemption price will become due and payable upon each such Series 2016 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (e) that such Series 2016 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price plus accrued interest at the office of the Paying Agent.

In addition to the foregoing notice, further notice shall be given by CFX as set out below (provided however, the provisions of the Master Bond Resolution regarding notice of redemption is required solely with respect to the exercise by CFX of its right to optionally redeem the Series 2016 Bonds) but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Series 2016 Bonds being redeemed; (ii) the original issue date of the Series 2016 Bonds; (iii) the rate of interest borne by each Series 2016 Bond being redeemed; (iv) the maturity date of each Series 2016 Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Series 2016 Bonds being redeemed.

(b) Each further notice of redemption shall be sent by registered or certified mail or overnight delivery service or telecopy to any Rating Agency whose rating is then on the Series 2016 Bonds, to the issuer of any Bond Credit Facility and to all registered securities depositories then in the business of holding substantial amounts of obligations of types similar to the type of which the Series 2016 Bonds consist (such depositories now being Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, and the Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services that disseminate notices of prepayment or redemption of obligations such as the Series 2016 Bonds.

(c) Each such further notice shall be published one time in The Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the Holders of the Series 2016 Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of obligations similar to the Series 2016 Bonds.

So long as DTC (as defined herein) is effecting book-entry transfers of the Series 2016 Bonds, the Paying Agent shall provide the redemption notices referenced above only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Series 2016 Bond to notify the beneficial owner of the Series 2016 Bond so affected, shall not affect the validity of the redemption of such Series 2016 Bond.

Any notice of optional redemption given pursuant to the provisions stated above or the Bond Resolution may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Bondholders of the Series 2016 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Purchase in Lieu of Optional Redemption. Notwithstanding anything in the Bond Resolution to the contrary, at any time the Series 2016 Bonds are subject to optional redemption pursuant to the Bond Resolution, all or a portion of the Series 2016 Bonds to be redeemed as specified in the notice of redemption may be purchased by the Paying Agent, as trustee, at the direction of CFX, on the date which would be the redemption date if such Series 2016 Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such

Series 2016 Bonds on the redemption date for the account of and at the direction of CFX who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2016 Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Series 2016 Bonds in lieu of optional redemption, no notice to the Registered Owners of Series 2016 Bonds to be so purchased (other than the notice of redemption otherwise required under the Bond Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2016 Bonds if such Series 2016 Bonds had been redeemed rather than purchased. Each Series 2016 Bond so purchased shall not be canceled or discharged and shall be registered in the name of CFX. Series 2016 Bonds to be purchased under the Bond Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

### **Book-Entry Only System**

DTC will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2016 Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered

clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of the Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016 Bonds, such as defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2016 Bonds may wish to ascertain that the nominee holding the Series 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their

names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to CFX as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption, proceeds, distributions, and dividend payments on the Series 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from CFX or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the Registrar, the Paying Agent or CFX, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of CFX and/or the Paying Agent for the Series 2016 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

CFX, the Trustee, the Paying Agent and the Registrar do not have any responsibility or obligation to the Direct Participants, Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant, (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of an interest on the Series 2016 Bonds, (3) the delivery or timeliness of delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Bond Resolution to be given to Bondholders, or (4) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Bondholders.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that CFX believes to be reliable, but CFX takes no responsibility for the accuracy thereof.

### **Discontinuance of Book-Entry Only System**

DTC may discontinue providing its services as securities depository with respect to the Series 2016 Bonds at any time by giving reasonable notice to CFX. Under such circumstances, in the event that a successor securities depository is not obtained, the Series 2016 Bond certificates are required to be printed and delivered directly to the Beneficial Owners of the Series 2016 Bonds, or their nominees.

CFX may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository) upon compliance with all applicable rules and procedures. In that event, the Series 2016 Bond certificates will be printed and delivered.

So long as Cede & Co. is the Registered Owner of the Series 2016 Bonds, as nominee of DTC, references in this Official Statement to the Bondholders of Series 2016 Bonds or Registered Owners of the Series 2016 Bonds shall mean Cede & Co., and shall not mean the Beneficial Owners of the Series 2016 Bonds.

## **SECURITY FOR THE SERIES 2016 BONDS**

### **General**

The Series 2016 Bonds are payable from and secured by a pledge of and lien on System Pledged Revenues, which currently consists of, among other things, Net Revenues and until applied in accordance with the provisions of the Bond Resolution and amounts on deposit in certain of the funds and accounts established under the Bond Resolution. See "SECURITY FOR THE SERIES 2016 BONDS - Net Revenues" herein.

The pledge of and lien on the System Pledged Revenues securing the Series 2016 Bonds is on a parity with the pledge thereof and lien thereon securing the other Outstanding Parity Bonds, any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds, if any. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Senior Obligations" and "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

The Bond Resolution permits CFX to pledge Supplemental Payments (as defined therein), as additional security for the payment of one or more Series of Bonds to the extent System Pledged Revenues (and if pledged to a particular Series of Bonds, Series Payments), are insufficient therefor. See the definition of "Supplemental Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION"



attached hereto for the criteria for additional revenue sources to constitute Supplemental Payments. However, no such Supplemental Payments are currently pledged to the payment of the Series 2016 Bonds or any Outstanding Parity Bonds.

The Bond Resolution also permits CFX to pledge additional revenue sources as System Payments which shall constitute a portion of the System Pledged Revenues, however, no such System Payments are currently pledged to the payment of the Series 2016 Bonds or any other Bonds. See the definition of "System Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute System Payments and to be included as part of the System Pledged Revenues.

Pursuant to the Bond Resolution, a particular Series of Bonds may also be secured by a pledge of Series Payments. See the definition of "Series Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Series Payments. There are no Series Payments currently pledged to the payment of the Series 2016 Bonds or any other Bonds.

The Outstanding Parity Bonds, including the Series 2016 Bonds, are also secured by and payable from monies in the respective subaccount within the Debt Service Reserve Account related to such Series of Bonds and various funds and accounts created pursuant to the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" herein for a description of such funds and accounts. See "SECURITY FOR THE SERIES 2016 BONDS - Debt Service Reserve Account" herein for a description of the Debt Service Reserve Account and the Series 2016 Reserve Subaccount therein.

### **Net Revenues**

Net Revenues pledged to the payment of principal of and interest on the Series 2016 Bonds are derived by deducting from the Gross Revenues of the System, the Cost of Maintenance, the Cost of Operation, required deposits to the OM&A Reserve Account, and Administrative Expenses. The Bond Resolution defines "Gross Revenues" as (1) all tolls, leasehold payments, concession payments, revenues, rates, rents, charges and other income and receipts derived by or for the account of CFX from the leasing or operation of the System, (2) investment income received on any amounts held pursuant to the Bond Resolution or any Supplemental Authorizing Resolution in the System General Revenue Fund, the System General Reserve Fund, the System Projects Fund, the OM&A Fund and the Renewal and Replacement Fund, and (3) the proceeds of any use and occupancy insurance on any portion of the System. "Gross Revenues" do not include Supplemental Payments, Series Payments, System Payments, revenues derived from the operation of Non-System Projects (unless designated part of the System pursuant to the Bond Resolution), payments pursuant to a Bond Letter of Credit, payments pursuant to a

Qualified Swap Agreement, or the proceeds of any gifts, grants, or other payments to CFX from the United States government, the State or any public or private instrumentality, individual or entity that are not in the nature of an operating, concession or rental payment with respect to the use and operation of the System. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein.

### **Debt Service Reserve Accounts**

Series 2016B Debt Service Reserve Account. The Bond Resolution creates the Central Florida Expressway Authority 2016B Bond Debt Service Reserve Subaccount (the "2016B Reserve Subaccount") as a separate subaccount within the Debt Service Reserve Account established pursuant to the Master Bond Resolution. The 2016B Reserve Subaccount shall be held by the Paying Agent and funded by the deposit of the 2016B Reserve Account Credit Facility issued by \_\_\_\_\_ (the "Credit Facility Provider") in an amount equal to the Debt Service Reserve Requirement applicable thereto. The Debt Service Reserve Requirement for the Series 2016B Bonds at issuance equals \_\_\_\_\_. Monies drawn on the 2016B Reserve Account Credit Facility shall be used only for deposit into the Interest Account, the Principal Account, or the Bond Redemption Account when the monies in the System General Revenue Fund are insufficient to pay the principal of and interest on the Series 2016B Bonds. Draws on the 2016B Reserve Account Credit Facility shall be restored from the first System Pledged Revenues available to CFX after all required payments have been made to the Interest Account, the Principal Account and the Bond Redemption Account.

The 2016B Reserve Account Credit Facility which shall be deposited into in the 2016B Reserve Subaccount shall solely secure the Series 2016B Bonds. All other money and Reserve Account Credit Facilities on deposit in the Debt Service Reserve Account, or subaccounts therein, shall secure the Outstanding Parity Bonds. Unless the authorizing resolution for any Series of Bonds provides for the funding of the Debt Service Reserve Account in installments as permitted by the Bond Resolution, the Debt Service Reserve Account shall be fully funded immediately upon the issuance of such Series of Bonds.

2016C Debt Service Reserve Account. The Bond Resolution creates the Central Florida Expressway Authority 2016C Bond Debt Service Reserve Subaccount (the "2016C Reserve Subaccount") as a separate subaccount within the Debt Service Reserve Account established pursuant to the Master Bond Resolution. The 2016C Reserve Subaccount shall be held by the Paying Agent and funded by the deposit of the 2016C Reserve Account Credit Facility issued by the Credit Facility Provider in an amount equal to the Debt Service Reserve Requirement applicable thereto. The Debt Service Reserve Requirement for the Series 2016C Bonds at issuance equals \_\_\_\_\_. Monies drawn on the 2016C Reserve Account Credit Facility shall be used only for deposit into the Interest Account, the Principal Account, or the Bond Redemption Account when the

monies in the System General Revenue Fund are insufficient to pay the principal of and interest on the Series 2016C Bonds. Draws on the 2016C Reserve Account Credit Facility shall be restored from the first System Pledged Revenues available to CFX after all required payments have been made to the Interest Account, the Principal Account and the Bond Redemption Account.

The 2016C Reserve Account Credit Facility which shall be deposited into in the 2016C Reserve Subaccount shall solely secure the Series 2016C Bonds. All other money and Reserve Account Credit Facilities on deposit in the Debt Service Reserve Account, or subaccounts therein, shall secure the Outstanding Parity Bonds. Unless the authorizing resolution for any Series of Bonds provides for the funding of the Debt Service Reserve Account in installments as permitted by the Bond Resolution, the Debt Service Reserve Account shall be fully funded immediately upon the issuance of such Series of Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "TWENTY-FIRST SUPPLEMENTAL RESOLUTION" attached hereto as Appendix B for the provisions concerning the funding of the Debt Service Reserve Account.

CFX has purchased Reserve Account Credit Facilities from various providers for the benefit of each Series of Bonds outstanding except the Series 2008B Bonds, the Series 2010A Bonds and the Series 2010C Bonds. The Bond Resolution does not require minimum ratings for providers of Reserve Account Credit Facilities. The Debt Service Reserve Requirement associated with the Series 2008B Bonds is zero so long as the credit facilities supporting the Series 2008B Bonds remain in effect. The Debt Service Reserve Requirement for the Series 2010A Bonds was funded from proceeds of the Series 2010A Bonds and the 2010A Reserve Subaccount secures the repayment of the Series 2010A Bonds only. The Debt Service Reserve Requirement for the Series 2010C Bonds was funded from the proceeds of the Series 2010C Bonds and the 2010C Reserve Subaccount secures the repayment of the Series 2010C Bonds only. Other Series of outstanding Bonds are secured by investments in subaccounts established for such Series in the Debt Service Reserve Account.

### **Limited Obligations**

The Series 2016 Bonds and all obligations under the Bond Resolution are limited obligations of CFX payable solely from the System Pledged Revenues, and, if applicable, any Supplemental Payments or Series Payments hereafter pledged to the payment of the Series 2016 Bonds and earnings on funds held in certain funds and accounts, as respectively provided in the Bond Resolution.

**NONE OF THE STATE OF FLORIDA, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF**

**ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON, THE SERIES 2016 BONDS AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2016 BONDS. NO OWNER OF ANY OF THE SERIES 2016 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY LOCATED THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED FOR THE PAYMENT OF THE SERIES 2016 BONDS. CFX HAS NO TAXING POWER. THE SERIES 2016 BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.**

#### **MUNICIPAL BOND INSURANCE**

CFX has received a commitment from \_\_\_\_\_ (the "Insurer"), for the issuance of a municipal bond insurance policy on all or a portion of the Series 2016 Bonds. The determination as to whether to purchase such insurance, if available, and payment of all associated costs, including the premium charged by the Insurer, will be at the option and expense of CFX at the time of pricing the Series 2016 Bonds. If any portion of the Series 2016 Bonds is sold on an insured basis, reference to the insurance policy will appear in the final official statement and on the Series 2016A Bonds; however the provisions of the financing documents will not be altered, nor will CFX consent to make additional representations, undertakings or warranties.

#### **SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION**

##### **Toll Provisions**

Toll Covenant. Pursuant to the Bond Resolution, CFX covenants that, except as described below in this section under "Adjustments and Classifications of Tolls; Free Passage," it will at all times charge and collect or cause to be charged and collected, tolls, leasehold payments, concession payments, revenues, rates, rents and other charges for the use of the System at rates not less than as shall be required so that:

(a) System Pledged Revenues, plus Supplemental Payments, if any, in an amount not to exceed the aggregate Annual Debt Service Requirement for such Fiscal

Year for all Series of Bonds to which such Supplemental Payments are pledged, in each Fiscal Year will be sufficient to make deposits required to be made into the Debt Service Reserve Account pursuant to the Bond Resolution and shall equal at least 120% of the Annual Debt Service Requirement in such Fiscal Year with respect to all Bonds then outstanding; provided, however, that System Pledged Revenues will in no event provide in each Fiscal Year less than 120% of the Annual Debt Service Requirement with respect to all Bonds then outstanding; and

(b) Gross Revenues shall be sufficient to pay all payments required by the terms of the Bond Resolution including:

(i) 100% of the Cost of Operation during such Fiscal Year as provided in the Annual Budget of CFX for such year prepared in conformity with the Bond Resolution;

(ii) 100% of the Administrative Expenses of CFX, as provided in the Annual Budget of CFX prepared in conformity with the Bond Resolution;

(iii) 100% of the Cost of Maintenance during such Fiscal Year as provided in the Annual Budget of CFX prepared in conformity with the Bond Resolution; and

(iv) 100% of the required deposits to the OM&A Reserve Account in such Fiscal Year.

(c) System Pledged Revenues for each Fiscal Year shall be sufficient to pay 100% of:

(i) deposits and payments required pursuant to the Bond Resolution;

(ii) deposits and payments required pursuant to any resolution, indenture or other authorizing instrument under which any obligations of CFX secured by a pledge of the System Pledged Revenues junior and subordinate to the Bonds are issued; and

(iii) the Renewal and Replacement Requirement.

The definition of "Annual Debt Service Requirement" provides for certain credits against debt service and assumptions in calculating debt service on Bonds with respect to interest earnings, capitalized interest, Series Payments, Qualified Swap Payments and inverse floating rate bonds. The Series 2015 Notes are treated as Balloon Bonds under the Master Bond Resolution, when calculating the amount of the deposits required in each Fiscal Year for purposes of the Annual Debt Service Requirement with respect to the Series 2015 Notes, and shall be treated as payable in each such Fiscal Year the amount of principal installments which would have been payable during such Fiscal Year

had the principal of the Series 2015 Notes outstanding been amortized, from the end of the fifth anniversary of the original issuance of the Series 2015 Notes over a period of 25 years thereafter, on a level debt service basis at an interest rate equal to the rate borne by the Series 2015 Notes on the date of calculation, provided if the date of calculation is within 12 months before the actual maturity of the Series 2015 Notes, the full amount of principal payable at maturity will be included in such calculation. See the definition of "Annual Debt Service Requirement" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

Failure in any Fiscal Year to comply with the rate covenant described in the Bond Resolution shall not constitute an Event of Default under the Bond Resolution if CFX complies with the requirements of the Bond Resolution with respect to annual review of the financial condition of the System and the sufficiency of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments and implementation of schedules of tolls and other rates and charges recommended by an Independent Consultant; provided that if an Independent Consultant shall be of the opinion that a schedule of tolls and other rates and charges for the System which would meet such rate covenant is impracticable at the time, and CFX therefore cannot comply with such requirements, then CFX shall fix and establish such tolls and other rates and charges as to be recommended by an Independent Consultant to comply as nearly as practicable with such rate covenant, and in such event, failure to comply with the rate covenant will not be an Event of Default under the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A.

In addition to the foregoing, CFX is bound by certain covenants under the Junior TIFIA Loan Agreement regarding tolls rates and related coverage ratios which are similar to the above-described covenants under the Bond Resolution. See "JUNIOR TIFIA LOAN AGREEMENT - Affirmative Covenants - Rate Coverage" herein for a description of such toll covenants under the Junior TIFIA Loan Agreement.

Reduction of Tolls. Except as described below in this section under "Adjustments and Classification of Tolls; Free Passage," CFX also covenants in the Bond Resolution not to reduce any rate of toll fixed for transit over the System unless, it shall first obtain or certify as follows in connection with any action of CFX authorizing such reduction: (a) CFX shall have obtained a certificate of an Independent Consultant setting forth estimates of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments pledged to the Bonds for the then current and each future Fiscal Year to and including the latest maturity of the Bonds, which may take into consideration, among other things, the additional use of the System projected to result from such reduction in the rate of tolls; (b) CFX shall have received a favorable recommendation from an Independent Consultant that such proposed reduction be placed in effect, (c) approval by the Department, if applicable, and (d) CFX has filed with the Department, if applicable, a certificate of an Authorized Officer of CFX setting forth (i) the Annual Debt Service

Requirement for the then current and each future Fiscal Year, (ii) that the estimated System Pledged Revenues for the then current and each future Fiscal Year are not less than 1.50 times the Annual Debt Service Requirement for such respective current or future Fiscal Year, (iii) that CFX is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Bond Resolution, and (iv) that immediately prior to such proposed reduction, the amount on deposit in the Debt Service Reserve Account was equal to the Debt Service Reserve Requirement with respect to the Bonds. The certificate of an Independent Consultant referenced above is to be based, in part, on estimates of the Cost of Operation, the Cost of Maintenance, deposits to the OM&A Reserve Account and the Administrative Expenses of CFX for the System prepared by CFX and certified by an Authorized Officer of CFX.

Adjustments and Classification of Tolls; Free Passage. CFX covenants in the Bond Resolution that tolls will be classified in a reasonable way to cover all traffic, so that tolls will be uniform in application to all traffic falling within any reasonable class regardless of status or character of any person, firm or corporation participating in the traffic, except that classification of tolls based upon frequency, volume, time of such traffic, distance traveled, method of payment, or other method of classification used by comparable tolling authorities shall be deemed to be a reasonable classification for the purposes of the Bond Resolution. CFX may increase toll rates at any time and, with the approval of the Department with respect to those portions of the System for which the Department pays the Cost of Operation, increase the number of toll gates at any time upon recommendation of an Independent Consultant. CFX may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided that such action is recommended by an Independent Consultant and will not cause CFX to fail to comply with the respective toll covenants in the Bond Resolution. For a discussion of CFX's current program of toll volume discounts, see "SYSTEM REVENUES - E-PASS Discounts" herein.

CFX further covenants in the Bond Resolution that they will not allow or permit any free use of the toll facilities of the System except to officials or employees of CFX and the Department engaged in official business of CFX and the Department, or law enforcement officers, or emergency vehicles while in the discharge of their official duties, or except as required by existing law. See "SYSTEM REVENUES - Toll Suspension" herein.

### **Issuance of Senior Obligations**

CFX covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations payable on a senior or priority basis to the Bonds from the System Pledged Revenues and Supplemental Payments, nor shall it voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to the lien of the Bonds issued pursuant to the Bond Resolution. CFX further covenants in the Bond Resolution that it will not issue any

bonds, evidences of indebtedness or other obligations except upon the conditions and in the manner provided in the Bond Resolution, payable on a parity from the System Pledged Revenues and Supplemental Payments, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge payable on a parity basis with the lien of the Bonds issued pursuant to the Bond Resolution and the interest thereon, upon any of the System Pledged Revenues and Supplemental Payments. Notwithstanding the foregoing, CFX may issue other obligations secured by a pledge of the System Pledged Revenues and Supplemental Payments in addition to the Bonds authorized by the Bond Resolution provided such obligations contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Bonds issued pursuant to the Bond Resolution as to lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects.

Additionally, the Junior TIFIA Loan Agreement imposes certain conditions on the issuance of such senior obligations and the creation of any additional lien rights outside of the Bond Resolution and the Master Junior Lien Bond Resolution with respect to System Pledged Revenues. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for more complete statement of the terms and conditions related to senior obligations under the Junior TIFIA Loan Agreement.

### **Issuance of Parity Bonds**

CFX may issue Parity Bonds (a) for the purpose of financing System Projects, either alone or jointly with other persons, public bodies or private bodies, (b) for the purpose of financing Non-System Projects, either alone or jointly with other persons, public bodies or private bodies, (c) for the purpose of refunding outstanding Bonds, (d) for the purpose of completing any System Project for which Bonds have been previously issued pursuant to the Bond Resolution, or (e) for the purpose of refunding subordinated indebtedness.

Except with respect to Refunding Bonds and Completion Bonds, no such Parity Bonds shall be issued unless the following, among other conditions, are complied with:

(a) The amount of the System Pledged Revenues and any Supplemental Payments received or available during the immediately preceding Fiscal Year or any 12 consecutive calendar months selected by CFX out of the 15 consecutive calendar months immediately preceding the issuance of said Parity Bonds, adjusted as described in the Bond Resolution, as verified by the Verification Agent, equaled at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued.



The System Pledged Revenues calculated pursuant to this paragraph (a) may be adjusted, at the option of CFX, if CFX, prior to the issuance of the proposed Parity Bonds, has increased the tolls for transit over the toll facilities of the System. The Net Revenues for the 12 consecutive months out of the 15 months immediately preceding the issuance of said Parity Bonds, shall be adjusted, based upon a certificate of an Independent Consultant, showing the Net Revenues which would have been derived from the System in such 12 consecutive months as if such increased tolls of the System had been in effect during all of such 12 consecutive months.

(b) (i) If CFX is constructing or acquiring a System Project from

the proceeds of such Parity Bonds and assuming, except as described below, that the toll rates and charges in effect at the time of issuance of such Parity Bonds will be the toll rates and charges to be charged and collected from users of the System when such System Project is completed and open for transit, the annual System Pledged Revenues estimated by an Independent Consultant to be derived during ten full Fiscal Years of operation after the estimated date of completion of the construction or acquisition of said System Project, plus an amount equal to the Supplemental Payments (not to exceed the portion of the Maximum Annual Debt Service Requirement attributable to the Series of Bonds secured by such Supplemental Payments) available (or, as provided by a projection of an Independent Consultant that would have been available had the pledge of such Supplemental Payments been in effect) during any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation, will be equal to at least 120% of the corresponding Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds then proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of such Annual Debt Service Requirement. Any adjustment (including any increase or decrease) in the toll rate structure or other charges scheduled to be put in place may be incorporated into the System Pledged Revenues estimate by an Independent Consultant pursuant to this subparagraph (i) only if CFX has established a forecast of tolls or other charges to be charged and collected from users of the System when such System Project is completed and open for transit. For purposes of calculating the System Pledged Revenues, the amount of System Payments to be included shall be equal to the amount of such System Payments received (or, as provided by a projection of an Independent Consultant, that would have been received had such System Payment been in effect) in any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation.

(ii) System Pledged Revenues for the System, plus Supplemental Payments pledged to the Bonds for the preceding Fiscal Year or for 12 consecutive months of the preceding 15 months, must equal at least the Maximum

Annual Debt Service Requirement. In calculating the System Pledged Revenues for purposes of this paragraph only, such System Pledged Revenues may be adjusted as follows:

(A) If a toll increase has been adopted for the System prior to the issuance of the proposed Parity Bonds, the System Pledged Revenues may be adjusted, based on a certificate of an Independent Consultant to show the System Pledged Revenues which would have been derived from said System in such 12 consecutive months as if such tolls of said System had been in place during all of such 12 consecutive months; and

(B) Such System Pledged Revenues for the System may also be estimated by an Independent Consultant for the first full Fiscal Year of operation of the System Project to be financed from the proposed Parity Bonds. Such projection, as certified by an Independent Consultant, may not be for a Fiscal Year which exceeds three full Fiscal Years beyond the year of issuance of such Parity Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A for a more complete statement of the terms and conditions for the issuance of Parity Bonds, including the conditions for the issuance of Parity Bonds for purposes of financing Non-System Projects.

As previously described herein, CFX is bound by additional covenants regarding the issuance of Parity Bonds pursuant to the Junior TIFIA Loan Agreement. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for a discussion of the limitations thereunder.

### **Issuance of Refunding Bonds and Completion Bonds**

CFX may issue Refunding Bonds and Completion Bonds under the Bond Resolution payable on a parity with the outstanding Bonds in the manner and upon compliance with the conditions set forth under "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" herein, except that CFX need not comply with the provisions of sub-paragraph (b)(i) and (ii) thereunder nor the requirements under the Bond Resolution relating to a supplemental Lease-Purchase Agreement, System Payments, Series Payments and Supplemental Payments nor the delivery of a certificate of an Authorized Officer and a certificate of the Independent Consultant. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A for a more complete discussion of the requirements for the issuance of Refunding Bonds and Completion Bonds.

Notwithstanding the foregoing, the Junior TIFIA Loan Agreement requires that, and prior to the issuance of any Completion Bonds, CFX comply with certain additional

requirements as stated therein including the provisions of sub-paragraph (b)(i) discussed in the immediately preceding paragraph and excepted under the Bond Resolution.

### **Qualified Swap Agreements**

The Bond Resolution permits CFX to enter into one or more Qualified Swap Agreements with respect to one or more Series of Bonds. Qualified Swap Payments payable by CFX under any such agreement will be payable from the Interest Account on a parity with interest payments with respect to Bonds. Certain termination fees and payments associated with the Qualified Swap Agreements will be subordinate to the payment of the Bonds and Qualified Swap Payments. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A.

Additionally, the Junior TIFIA Loan Agreement provides that, during the term of the TIFIA Loan, with respect to any Parity Bonds or Junior Lien Bonds bearing interest at a variable rate issued after March 25, 2015, CFX shall have in full force and effect a Qualified Swap Agreement with a stated maturity date not earlier than the final maturity date of the related Parity Bond or Junior Lien Bond, as applicable. See "JUNIOR TIFIA LOAN AGREEMENT - Swap Covenants Under Junior TIFIA Loan Agreement" herein for a discussion of such requirements.

### **Flow of Funds**

Pursuant to the Bond Resolution, the entire Gross Revenues derived from the operation of the System shall be collected by CFX, or its agents, and, to the extent practicable, deposited daily in the System General Revenue Fund. Upon the pledging of any System Payments, there shall also be created in the System General Revenue Fund a separate account designated the "System Payments Account." Funds on deposit in the System General Revenue Fund and the System Payments Account will constitute System Pledged Revenues under the Bond Resolution.

In addition to the System General Revenue Fund and the accounts thereunder, the following funds and accounts shall be continued and maintained under the Bond Resolution so long as Bonds are outstanding and shall constitute funds and accounts established under the Bond Resolution:

(a) The "Expressway System Operation, Maintenance and Administrative Expenses Fund" (the "OM&A Fund"). There are also created four separate accounts in the OM&A Fund to be known as the "Cost of Operation Account," the "Cost of Maintenance Account," the "Administrative Expenses Account" and the "OM&A Reserve Account."

(b) The "Expressway System General Reserve Fund" (the "System General Reserve Fund").

(c) The "Expressway System Renewal and Replacement Fund" (the "Renewal and Replacement Fund").

(d) The "Expressway System Projects Fund" (the "System Projects Fund").

In addition to the foregoing, the following funds and accounts are created by the Bond Resolution for the benefit of outstanding Bonds:

(a) The "Expressway System Sinking Fund" (the "Sinking Fund") and four separate accounts therein to be known as the "Interest Account," the "Principal Account," the "Bond Redemption Account," and the "Debt Service Reserve Account."

(b) The "Expressway System Series Payment Fund" (the "Series Payment Fund") provided that a Series of Bonds to which Series Payments are pledged is outstanding. The creation and establishment from time to time of separate accounts in the Series Payment Fund are also authorized.

(c) The "Expressway System Supplemental Payments Fund" (the "Supplemental Payments Fund") provided that a Series of Bonds to which Supplemental Payments are pledged is outstanding. The creation and establishment from time to time of separate accounts in the Supplemental Payments Fund are also authorized.

(d) The "Expressway System Construction Fund" (the "Construction Fund"). CFX may by Supplemental Authorizing Resolution establish individual Construction Accounts for particular Series of Bonds issued pursuant to such Supplemental Authorizing Resolution.

(e) The "Expressway System Rebate Fund" (the "Rebate Fund"). CFX may, by Supplemental Authorizing Resolution, establish individual Rebate Accounts for particular Series of Bonds.

(f) Such other funds, accounts, or sub-accounts as CFX shall determine pursuant to a Supplemental Authorizing Resolution.

The amounts on deposit in the funds and accounts created by or continued under the Bond Resolution including, but not limited to, the System General Revenue Fund, the OM&A Fund, the System General Reserve Fund, the System Projects Fund and the Renewal and Replacement Fund shall constitute System Pledged Revenues, and trust funds for the purposes provided in the Bond Resolution, and for the purposes of accounting are required to be kept separate and distinct from all other funds of CFX and used only for the purposes and in the manner provided for in the Bond Resolution. The Sinking Fund and the accounts therein are required to be held pursuant to the Bond

Resolution by a trustee. The Supplemental Payments Fund and the accounts therein shall be established and held in compliance with the document or agreement providing for such Supplemental Payments.

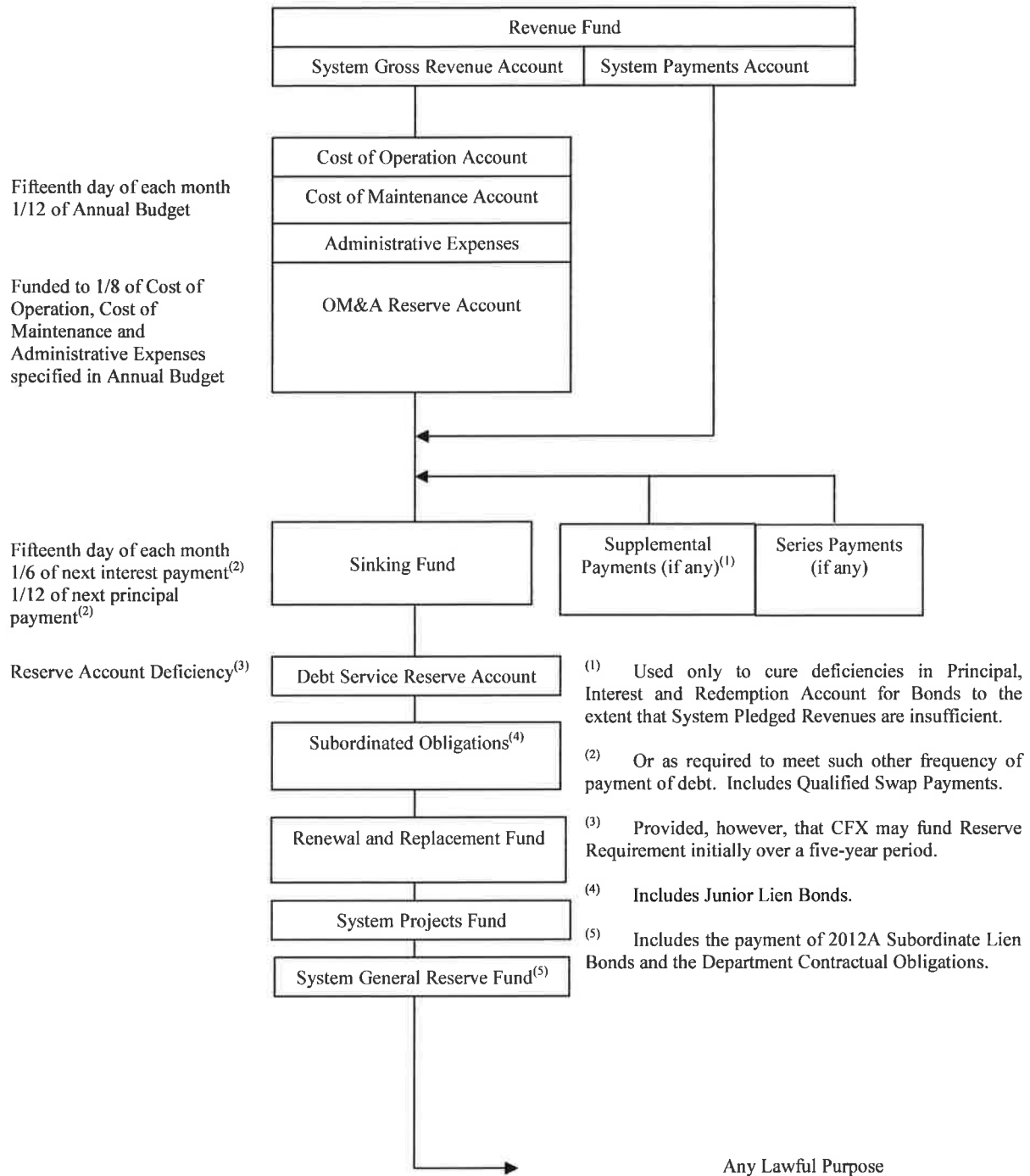
All System Payments shall be deposited by CFX into the System Payments Account in the System General Revenue Fund immediately upon receipt thereof. All Series Payments shall be deposited by CFX into the Series Payments Fund (or if established, the applicable subaccount therein) immediately upon receipt thereof.

Amounts at any time remaining on deposit in the System General Revenue Fund and the System Gross Revenue Account shall be applied in accordance with the provisions of the Bond Resolution.

The following diagram presents a summary of the application of Gross Revenues, System Payments, Series Payments and Supplemental Payments to the various funds and accounts as provided in the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "TWENTY-FIRST SUPPLEMENTAL RESOLUTION" attached hereto as Appendix B for a complete description of the application of such funds under the Bond Resolution.

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## Flow of Funds Diagram



## SYSTEM FINANCING

### Bonded Indebtedness

The following table summarizes CFX's Outstanding Parity Bonds prior to the issuance and delivery of the Series 2016 Bonds and the refunding of the Refunded Bonds.

Bonded Indebtedness	Purpose	Outstanding Par Amount
Series 2007A Bonds	Funded a portion of the Five-Year Work Plan	\$268,980,000
Series 2008B-1 Bonds	Refunded certain Bonds	130,535,000
Series 2008B-2 Bonds	Refunded certain Bonds	118,020,000
Series 2008B-3 Bonds	Refunded certain Bonds	149,200,000
Series 2008B-4 Bonds	Refunded certain Bonds	99,475,000
Series 2010A Bonds	Funded a portion of the Five-Year Work Plan	334,565,000
Series 2010B Bonds	Refunded certain Bonds	169,615,000
Series 2010C Bonds	Funded a portion of the Five-Year Work Plan	283,610,000
Series 2012 Bonds	Refunded certain Bonds	201,925,000
Series 2013A Bonds	Refunded certain Bonds	242,320,000
Series 2013B Bonds	Refunded certain Bonds	172,360,000
Series 2013C Bonds	Refunded certain Bonds	105,485,000
Series 2015 Notes	Funding a portion of the Five-Year Work Plan	193,695,000
Series 2016A Bonds	Refunded certain Bonds	151,695,000
Total		<u>\$2,621,480,000</u>

Source: CFX.

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## Annual Debt Service

The following table presents the estimated annual debt service obligations of CFX on the Outstanding Parity Bonds prior to the issuance and delivery of the Series 2016 Bonds and the refunding of the Refunded Bonds. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

Annual Debt Service <sup>(1)</sup>

Year Ending June 30	Outstanding Parity Bonds <sup>(1,2,3)</sup>	Series 2016B Bonds		Series 2016C Bonds		Total Annual Debt Service
		Principal	Interest	Principal	Interest	
2017	\$166,105,477		\$	\$		\$166,105,477
2018	166,183,873					166,183,873
2019	165,430,348					165,430,348
2020	164,140,539					164,140,539
2021	165,071,394					165,071,394
2022	163,297,984					163,297,984
2023	163,077,001					163,077,001
2024	162,853,006					162,853,006
2025	186,219,663					186,219,663
2026	187,753,987					187,753,987
2027	187,666,015					187,666,015
2028	187,592,739					187,592,739
2029	184,418,718					184,418,718
2030	184,304,007					184,304,007
2031	184,158,053					184,158,053
2032	184,019,467					184,019,467
2033	186,863,753					186,863,753
2034	186,882,613					186,882,613
2035	186,880,404					186,880,404
2036	143,797,432					143,797,432
2037	143,784,695					143,784,695
2038	148,314,468					148,314,468
2039	148,311,780					148,311,780
2040	148,317,001					148,317,001
2041	42,936,750					42,936,750
2042	42,936,750					42,936,750
Total	\$4,181,315,669	\$	\$			\$4,181,315,669

<sup>(1)</sup> Estimated debt service on the Outstanding Parity Bonds, including the Series 2008B Bonds, which is net of ongoing expenses such as Bond Credit Facility fees, letter of credit fees, and remarketing fees, where applicable, as the same are not included as part of debt service under the Bond Resolution. Debt service on the Series 2008B Bonds has been calculated based upon the fixed rate provided in the Interest Rate Swap Agreements relating to such Series of Bonds plus any applicable spreads for sub-series privately placed with banks for the duration of the placement. Debt service on the Series 2008B-1 Bonds includes an assumed spread of 55 basis points through May 7, 2020. Debt service on the Series 2008B-2 Bonds includes an assumed spread of 58 basis points through July 30, 2018. Debt service on the Series 2008B-3 Bonds and the Series 2008B-4 Bonds includes an assumed spread of 53.5 basis points through September 10, 2019. [Debt service on the General Reserve Fund Obligation Bond, Series 2012A (Subordinate Lien) ascends to senior lien status after the final payment under the Lease-Purchase Agreement which is assumed to occur on July 1, 2024.]

<sup>(2)</sup> Net of principal on the Series 2015 Notes which is expected to be paid from the proceeds of the draw on the Junior TIFIA Loan.

<sup>(3)</sup> Per the Bond Resolution, amounts due on July 1 of any year are included in the previous Fiscal Year.

Numbers may not add due to rounding.

Source: Prepared by Public Financial Management, Inc. and National Minority Consultants, Inc. and approved by CFX.



## **Certain Subordinated Obligations**

*SIB Loan.* CFX entered into a SIB Loan pursuant to a State Infrastructure Bank Loan Agreement (the "SIB Loan Agreement") with the Department in Spring 2005. Pursuant to the SIB Loan Agreement, the Department advanced CFX \$35,000,000 for the purpose of acquiring rights-of-way for the John Land Apopka Expressway. CFX has agreed to repay the SIB Loan, with interest at a rate equal to 1.25% per annum, over approximately 12.5 years, from System Pledged Revenues. As of October 2, 2016, \$1,074,549 of the SIB Loan shall be outstanding. The pledge of such System Pledged Revenues to the repayment of the SIB Loan shall be junior and subordinate to payment of the Series 2016 Bonds, the other Outstanding Parity Bonds, future Series of additional Parity Bonds and the Qualified Swap Payments.

*2012A Subordinate Lien Bonds.* On November 29, 2012, CFX issued its General Reserve Fund Obligation Bond, Series 2012A (Subordinate Lien) (the "2012A Subordinate Lien Bonds") in the original aggregate principal amount of \$59,060,000 to fund termination payments associated with the optional termination of a portion of CFX's Qualified Swap Agreements. The 2012A Subordinate Lien Bonds are secured by a pledge of and lien on System Pledged Revenues junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues securing CFX's payment obligations with respect to: (1) Bonds and Qualified Swap Payments that are currently issued and outstanding or may be issued in the future under CFX's Master Bond Resolution and (2) certain other subordinate obligations of CFX, including Junior Lien Bonds. As of October 2, 2016, the 2012A Subordinate Lien Bonds shall be outstanding in the aggregate principal amount of \$59,060,000.

Additionally, the Junior TIFIA Loan Agreement requires that upon the payment or discharge of CFX's obligations under the Lease-Purchase Agreement, CFX shall (i) reclassify the 2012A Subordinate Lien Bond as a Junior Lien Bond reissued and delivered pursuant to the Master Junior Lien Bond Resolution, and (ii) deliver a copy thereof to the TIFIA Lender. The obligations currently evidenced by the 2012A Subordinate Lien Bond shall not be entitled to the benefits of a Junior Lien Bond (including payment of principal and interest on parity with any other Junior Lien Bonds) until such time as CFX's obligations under the Lease-Purchase Agreement are paid or discharged and a new 2012A Junior Lien Bond is executed, authenticated and issued in accordance with the terms of the Junior TIFIA Loan Agreement. Under the Junior TIFIA Loan Agreement and unless waived in writing by the Junior TIFIA Lender, such reclassification is a condition precedent to disbursement of any proceeds of the Junior TIFIA Loan.

*Department Contractual Obligations.* On May 29, 2012 the Department and CFX signed a memorandum of understanding (the "Wekiva MOU") setting forth the required terms of the hereinafter described and subsequently executed Wekiva Interlocal Agreement pursuant to which the parties will build the Wekiva Parkway Project. Certain

key provisions of the Wekiva MOU were codified in Sections 348.7546 and 348.757(9), Florida Statutes, effective July 1, 2012. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein for a more detailed description of the Wekiva Interlocal Agreement. Pursuant to such statutes and the Wekiva Interlocal Agreement, CFX is required to repay its long-term debt owing to the Department under the Lease-Purchase Agreement (the "Department Contractual Obligations"), which as of the date hereof, is approximately \$151 million by making the following remaining annual payments (the "LPA Repayments") from the System General Reserve Fund: (i) \$20 million on July 1, 2017 and on each July 1 thereafter until the remaining Department Contractual Obligations are less than \$20 million; and (ii) a final payment of the balance of the Department Contractual Obligations on the July 1 immediately following the last \$20 million payment. If CFX fails to make any of the scheduled LPA Repayments and such failure is not cured within 60 days, the Department would have authority to disapprove all or any portion of CFX's work plan and operating budget and compel compliance with this provision. The Department Contractual Obligations of CFX are junior and subordinate to the lien on System Pledged Revenues under the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" and "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein for a further discussion of the flow of funds and priority of payments under the Bond Resolution.

See Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F for further information regarding the subordinated obligations and other indebtedness of CFX.

## **JUNIOR TIFIA LOAN AGREEMENT**

### **General**

In July 2015, CFX issued the Series 2015 Notes to, among other things, provide short-term financing for the portion of the Wekiva Parkway Project for which CFX is responsible (the "2015 Project"). Pursuant to the Junior TIFIA Loan Agreement, the TIFIA Lender has agreed to extend the Junior TIFIA Loan to CFX in an amount not to exceed approximately \$193.7 million. The proceeds of the Junior TIFIA Loan will be applied to the payment, reimbursement or refinancing of certain costs of the 2015 Project that are eligible to be financed with proceeds of the Junior TIFIA Loan pursuant to federal law. The Junior TIFIA Loan is secured by a pledge of and lien on System Pledged Revenues which is junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues under the Bond Resolution. The proceeds of the Junior TIFIA Loan must be drawn no later than one year after substantial completion of the 2015 Project, and such proceeds are expected to be available to pay the Series 2015

Notes on or prior to their maturity date and, if sufficient, pay additional federally eligible costs of the 2015 Project.

As of the date hereof, the 2015 Project is currently on schedule, and CFX expects the 2015 Project will be placed into service by the end of January 2018. The Junior TIFIA Loan is currently in full force and effect and CFX is in full compliance with the terms thereof. CFX expects to draw on the Junior TIFIA Loan by July 1, 2018 to redeem the Series 2015 Notes at or prior to maturity. Notwithstanding the foregoing, disbursement of the Junior TIFIA Loan is subject to several conditions precedent as described therein. In the event the conditions to disbursement of the Junior TIFIA Loan cannot be satisfied on or before the maturity date of the Series 2015 Notes, CFX will be required to use an alternate method of repaying the Series 2015 Notes, which may include the issuance of Additional Bonds.

The following is a brief summary of certain terms of the Junior TIFIA Loan Agreement which may, under certain circumstances, affect the rights of the Holders of the Series 2016 Bonds.

## **Events of Default and Remedies**

### *Events of Default.*

The Junior TIFIA Loan Agreement specifies various events constituting events of default thereunder, including but not limited to:

(a) Payment Default. CFX fails to pay any of the principal amount of or interest on the Junior TIFIA Loan, when due.

(b) Covenant Default. CFX fails to observe or perform any covenant, agreement or obligation of CFX under the Junior TIFIA Loan Agreement, or any other TIFIA loan document, and such failure is not cured within 30 days after receipt by CFX from the TIFIA Lender of written notice thereof.

(c) Acceleration of Bonds or Other Material Indebtedness. Any acceleration shall occur of the maturity of any Bonds, or junior lien obligations under the Master Junior Lien Bond Resolution or of any other indebtedness of CFX, in an aggregate principal amount equal to or greater than \$1 million.

(d) Cross Default.

(i) Any of the representations, warranties or certifications of CFX made in or delivered pursuant to the documents under which certain indebtedness shall be created, shall prove to be false or misleading in any material respect, or any default shall occur in respect of the performance of any covenant, agreement or obligation of CFX under such documents, if the

effect of such default shall permit the immediate acceleration of the maturity of any or all of such indebtedness.

(ii) CFX shall fail to pay principal of, or interest on any bond, note, certificate, warrant, lease, contract or other financial obligation or security of CFX that is not secured, in whole or in part, by a lien on the System Pledged Revenues, as and when such amounts become due and payable.

(e) Judgments. One or more judgments for the payment of money in an aggregate amount in excess of \$5,000,000 and not otherwise covered by insurance shall be rendered against CFX and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of CFX to enforce any such judgment.

#### *Remedies.*

Whenever any event of default under the Junior TIFIA Loan Agreement that occurred and is continuing, in addition to the other remedies otherwise described therein, the TIFIA Lender:

(a) shall be entitled and empowered to institute any actions or proceedings at law or in equity to enforce the collection of any sums due and unpaid under the Junior TIFIA Loan Agreement or any other TIFIA loan documents;

(b) may prosecute any such judgment or final decree against CFX and collect in the manner provided by law out of the property of CFX the moneys adjudged or decreed to be payable, but only in accordance with and to the extent permitted under the Master Junior Lien Bond Resolution;

(c) may take such actions at law or in equity as may appear necessary or desirable to collect all amounts payable by CFX under the Junior TIFIA Loan Agreement or the other TIFIA loan documents then due and thereafter to become due; and

(d) to the extent the Florida Uniform Commercial Code is applicable to any collateral then pledged to the TIFIA Lender pursuant to the Master Junior Lien Bond Resolution including, but not limited to, the System Pledged Revenues, shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to such collateral.

## **Issuance of Additional Indebtedness**

In addition to certain limitations imposed by the Bond Resolution and discussed hereinafter, CFX has covenanted in the Junior TIFIA Loan Agreement that, except for certain types of permitted debt as described therein, including Parity Bonds ("Permitted Debt"), CFX must receive prior written consent of the TIFIA Lender to issue or incur indebtedness of any kind; provided, that CFX shall not incur any indebtedness of any kind payable from or supported by the System Pledged Revenues, including Permitted Debt, without the prior written consent of the TIFIA Lender following the occurrence of and during the continuation of an event of default under the Junior TIFIA Loan Agreement. The Junior TIFIA Loan Agreement requires that prior to the issuance by CFX of any Permitted Debt, including Parity Bonds and Junior Lien Bonds, it must comply with certain conditions precedent listed therein, including, but not limited to, securing the TIFIA Lender's consent to the issuance of such Debt or certifying of compliance with certain requirements and financial ratios listed therein. The applicability of specific conditions precedent is based on the type of Permitted Debt proposed to be issued, and in certain circumstances may affect CFX's ability to issue debt under the Bond Resolution, the Master Junior Lien Bond Resolution, or otherwise. The definition of Permitted Debt under the Junior TIFIA Loan Agreement allows for the issuance of the Series 2016 Bonds by CFX pursuant to certain conditions specified therein.

See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" herein for a description of the aforementioned additional limitations on additional indebtedness under the Bond Resolution.

## **Swap Covenants Under Junior TIFIA Loan Agreement**

CFX has covenanted in the Junior TIFIA Loan Agreement to comply with certain requirements pertaining to interest rate exchange agreements, including, but not limited to the following:

(a) With respect to variable rate Parity Bonds issued after March 25, 2015 and at all times when the TIFIA Loan is outstanding, CFX shall have in full force and effect floating-to-fixed interest rate protection agreements (defined individually therein as a "Qualified Hedge") with an aggregate notional amount of not less than 98% and not more than 102% of the aggregate principal amount of such Bonds projected by CFX from time to time to be outstanding during the term of the TIFIA Loan, and such Qualified Hedges shall have a stated maturity date not earlier than the final maturity date of such related Bonds.

(b) Each Qualified Hedge shall provide for a fixed interest rate or interest rate cap resulting in fixed payment amounts payable by CFX. CFX's payment and termination obligations under such Qualified Hedges shall be from the sources and in the priority specified in the Bond Resolution. CFX shall ensure that, as of the day following

the termination date of any Qualified Hedge, either (i) a subsequent Qualified Hedge is in full force and effect to the extent any such Bonds, bear interest at a variable interest rate, or (ii) such variable rate Bonds have been converted to a fixed rate, in each case in accordance with the Junior TIFIA Loan Agreement.

(c) Other than as provided in the Junior TIFIA Loan Agreement, CFX shall neither terminate, transfer nor consent to any transfer of any existing Qualified Hedge without the TIFIA Lender's prior written consent as long as CFX is required to maintain a Qualified Hedge pursuant to the Junior TIFIA Loan Agreement; and

(d) Notwithstanding the foregoing, CFX's affirmative covenants under the Junior TIFIA Loan Agreement related to Qualified Hedges shall not apply to (i) any Qualified Swap Agreements with respect to Outstanding Parity Bonds that were entered into prior to March 25, 2015 and that are described in the Junior TIFIA Loan Agreement (each an "Existing Hedge"), and (ii) the replacement of any Existing Hedge resulting from a novation (not a termination) of such Existing Hedge, provided that, with respect to subclause (b), (1) the terms and conditions of any replacement Qualified Swap Agreement shall be substantially the same as the terms and conditions of the Qualified Swap Agreement related to the Existing Hedge and (ii) the counterparty to such replacement Qualified Hedge is a qualified provider under the terms of the Junior TIFIA Loan Agreement.

### **Junior TIFIA Loan Agreement**

The Junior TIFIA Loan Agreement was attached in its entirety as an appendix to the Official Statement related to the Series 2015 Notes and may be accessed through the Municipal Securities Rulemaking Board's EMMA website at the following address: <http://emma.msrb.org/EA731073-EA573166-EA969026.pdf>.

## **VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS**

### **Variable Rate Exposure**

As of the date of this Official Statement, CFX has variable rate demand debt in the aggregate outstanding par amount of approximately \$497,230,000. Of this amount, the Series 2008B-1 Bonds are outstanding in the amount of \$130,535,000 and are privately placed with Barclays Bank PLC, the Series 2008B-2 Bonds are outstanding in the amount of \$118,020,000 and are privately placed with RBC Capital Markets, and the Series 2008B-3 Bonds and the Series 2008B-4 Bonds are outstanding in the aggregate amount of \$248,675,000 and are privately placed with Wells Fargo Bank, National Association. The Series 2008B Bonds are each in the "Bank Rate Mode" pursuant to which they bear interest at a variable rate at a defined spread over the SIFMA Index but are not by

supported by a credit facility and/or a liquidity facility. CFX continues to closely manage its rollover and re-pricing risks and seek opportunities to reduce such risks in accordance with its current Interest Rate Risk Management Policy and market conditions. However, any inability of CFX to obtain replacement credit facilities and/or liquidity facilities with respect to any of its variable rate demand debt supported by credit facilities and/or liquidity facilities could require CFX to refinance such Bonds at substantially higher interest rates than the current interest rates on such Bonds and could cause a shorter term out or the acceleration of the maturity of such Bonds. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein for a discussion of the status of CFX's variable rate demand debt. Additionally, the Junior TIFIA Loan Agreement imposes certain conditions to the issuance by CFX of Permitted Debt, including variable rate demand debt. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein. For more information relating to CFX's variable rate portfolio, see Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Interest Rate Exchange Agreements" herein for a discussion of CFX's interest rate exchange agreements.

## **Interest Rate Exchange Agreements**

### *General*

CFX has entered into the transactions described below, and may enter into additional interest rate exchange agreements, forward purchase agreements, or other synthetic financial instruments in the future for the purpose of managing the interest cost of its debt and its capacity to fund additional projects. Interest rate exchange agreements and other synthetic financial instruments involve risks that could result in an economic loss to CFX. CFX's payment obligations under the transactions described below constitute Qualified Swap Payments under the Bond Resolution and are therefore payable from System Pledged Revenues on a parity with CFX's payment obligations with respect to the Series 2016 Bonds, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution, provided however, that any termination payments payable by CFX under the transactions described below are payable from System Pledged Revenues on a subordinate basis to CFX's payment obligations with respect to the Series 2016 Bonds, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution, unless CFX elects to finance any such termination payment payable by CFX with the proceeds of Parity Bonds. CFX has adopted an Interest Rate Risk Management Policy for the purpose of managing its risk with respect to these transactions and has complied with all relevant provisions of such policy as in effect from time to time.

Governmental accounting standards require derivative instruments, such as the interest rate exchange agreements described below, to be reported on the face of the

entity's financial statement. Since the interest rate exchange agreements described below meet the definition of "qualified hedge," the fair market value of such interest rate exchange agreements is recorded in CFX's audited financial statements as an asset and liability. See "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F.

### *Outstanding Qualified Swap Agreements*

In July 2004, CFX entered into five floating-to-fixed interest rate exchange agreements in connection with the issuance of CFX's Variable Rate Revenue Bonds, Series 2005 (the "Series 2005 Bonds") having a combined notional amount of \$497,230,000 (the "2004 Swaps"). Such interest rate exchange agreements were amended and restated on February 8, 2005. Pursuant to the terms of the 2004 Swaps, CFX has agreed to pay a fixed rate of 4.7753% to each of UBS AG, Citibank, N.A., Morgan Stanley Capital Services Inc., Royal Bank of Canada and JPMorgan Chase Bank, pursuant to a novation agreement transferring the obligation from Bear Stearns Financial Products Inc. (collectively, the "2004 Counterparty") and the 2004 Counterparty will make payments at a variable rate based on the SIFMA Index to CFX. The contractual amounts due for payment by or on behalf of CFX under the 2004 Swaps are guaranteed under a separate insurance policy issued by Ambac Assurance Corporation ("Ambac") in favor of each 2004 Counterparty. Effective March 24, 2010, Ambac established an optional segregated account pursuant to Wisconsin Statute §611.24 (the "Segregated Account") for the purpose of segregating certain segments of its liabilities and consented to the rehabilitation of the Segregated Account. Based upon petition of the Commissioner of Insurance for the State of Wisconsin (the "CIW"), an Order of Rehabilitation was entered by the Circuit Court in Dane County, Wisconsin, the Segregated Account was placed in rehabilitation and a "Rehabilitator" was appointed to take possession of the assets in the Segregated Account and proceed in accordance with the Plan of Operation proposed by the CIW. All five of the insurance policies issued in connection with the 2004 Swaps have been included in the Segregated Account.

The Series 2005 Bonds were refunded with the proceeds of the Series 2008B Bonds. Pursuant to the Amended Ninth Supplemental Bond Resolution authorizing the issuance of the Series 2008B Bonds, the 2004 Swaps were designated as Qualified Swap Agreements with respect to the Series 2008B Bonds and are currently in place with respect to the Series 2008B Bonds.

### **Termination Risk**

CFX previously acquired swap insurance policies for the swaps associated with the 2004 Swaps. Under certain conditions set forth in the swap agreements, neither CFX nor the respective counterparty may designate an early termination date without the consent of the respective insurer of the related swap unless an "Insurer Event" has occurred whereby such insurer (i) fails to meet its payment obligations under the swap,



(ii) fails to maintain a minimum claims paying ability rating or financial strength rating from either S&P or Moody's described in the respective swap agreements or (iii) has its rating from either S&P or Moody's withdrawn or suspended and such rating is not reinstated within 30 days of such withdrawal or suspension.

Additionally, for the 2004 Swaps a separate Credit Support Annex was negotiated with each of the respective counterparties. During Fiscal Year 2009, Ambac, the insurer on the 2004 Swaps, was downgraded below the A-/A3 level. As such, an "Insurer Event" under the 2004 Swaps did take place. Three of the five 2004 Swaps required that CFX demonstrate that it had maintained its own rating above the A-/A3 levels, to prevent a termination, which CFX has and continues to maintain. One of the 2004 Swaps did not consider an "Insurer Event" grounds for early termination unless some additional event of default had taken place, such as failure to meet the payment obligations, none of which have taken place and no posting of collateral is required at this time because the amount of the termination value is below the threshold amount. One of the 2004 Swaps required that CFX either replace the insurance policy with another credit support facility or post collateral in the amount of the termination value in excess of \$15 million, based on CFX's credit rating. CFX received the notice of an "Insurer Event" from this counterparty on June 25, 2009 and posted collateral in July 2009 (Fiscal Year 2010). The collateral funds were drawn from an internal discretionary reserve which CFX has established to, among other things, manage the termination risks associated with its swap portfolio. As of the date of this Official Statement, CFX has allocated \$160 million to such internal discretionary reserve. All investment income on the securities posted as collateral and the securities themselves, are income to and assets of CFX, respectively. The original collateral has been returned to CFX and no other notice to post collateral has been received by CFX.

For more information regarding the termination value of CFX's swap portfolio as of June 30, 2015 and a full discussion of the objectives of CFX's swap portfolio, the fair value thereof as well as certain other risks associated with CFX's swap portfolio, see Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F.

## **CFX**

### **Introduction**

The Central Florida Expressway Authority is an agency of the State of Florida created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX (the "CFX Bill"), which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola and Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the Expressway System. The Governing Board of CFX is made up of nine members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Lake, Orange, Osceola and Seminole Counties; (b) three citizens appointed by the Governor; (c) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise ("FTE") Executive Director serves as a non-voting advisor.

CFX is responsible for the planning, design, construction and operation of the "System." The Master Bond Resolution defines the "Expressway System" or "System" as the entire Orlando-Orange County Expressway (now Central Florida Expressway) System in existence on the date of adoption of the Master Bond Resolution, including but not limited to, all approaches, roads, bridges, avenues of access for such System and those extensions, additions or improvements to the System as contemplated by the Master Bond Resolution or the Act, including System Projects. See "DESCRIPTION OF THE SYSTEM" herein. The Master Bond Resolution also provides that in no event shall Non-System Projects be part of the System unless such Non-System Projects shall meet the requirements of the Master Bond Resolution for conversion to a System Project. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A. Since its establishment, CFX has constructed 109 centerline miles of limited access expressways in Orange County, Florida, which currently includes portions of the Martin B. Andersen Beachline Expressway (formerly Bee Line Expressway) (SR 528), the Spessard Lindsay Holland East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Daniel Webster Western Beltway (SR 429), the John Land Apopka Expressway (SR 414) and the Western Beltway Connector (SR 451). CFX is authorized to issue revenue bonds to finance extensions and improvements to the System under the provisions of the Act.

The Florida Transportation Commission is required to monitor the efficiency, productivity and management of the various transportation authorities in the State including CFX and has developed and delivered performance measures which are used to review each such transportation authority once a year.

## CFX Governing Board

The current members of CFX's Governing Board, officers and terms of office are as follows:

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
Welton Cadwell	Chairman	June 23, 2018
Scott Boyd	Vice Chairman	December 6, 2016
Brenda Carey	Treasurer	June 23, 2018
Buddy Dyer	Board Member	At conclusion of tenure as Mayor of Orlando, Florida
Fred Hawkins, Jr.	Board Member	December 14, 2017
Teresa Jacobs	Board Member	At conclusion of tenure as Mayor of Orange County, Florida
Andria Herr	Board Member	December 31, 2018
Jay Madara	Board Member	December 31, 2018
S. Michael Scheeringa	Board Member	December 31, 2018
Diane Gutierrez-Scaccetti	Non-Voting Board Advisor	At conclusion of tenure as Florida's Turnpike Enterprise Executive Director

CFX's Governing Board operates through various standing and ad hoc committees. The Committees are composed of six voting members with five members being staff members or citizen representatives from all the jurisdictions of CFX and the sixth being a citizen representative appointed by the CFX Governing Board after receiving nominations submitted by the gubernatorial Board appointees. The members of the Finance Committee should have financial management expertise in governmental accounting and experience in public finance. The Finance Committee reviews all matters related to CFX's finances and makes recommendations to CFX's Governing Board with respect to such matters. The members of the Audit Committee should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports. The Audit Committee oversees all internal and external audit functions. The members of the Right-of-Way Committee have experience in Florida eminent domain matters and possess sufficient experience in property acquisition and disposition. The Right-of-Way Committee is responsible for providing oversight and control of the property acquisition and disposition process. The members of the Operations Committee should have operations and management experience. The

Operations Committee is responsible for reviewing operational information such as toll collection and violation processing functions, and to establish agency performance indicators to monitor agency operations.

### **CFX Management**

The System is managed by an Executive Director who is appointed by CFX's Governing Board and oversees a staff of approximately 65 full-time employees.

Biographical data concerning certain key officials of CFX is set forth below.

#### **Laura Kelley, *Executive Director***

Laura L. Kelley, Executive Director since May 14, 2015, has been with the agency since 2006. Ms. Kelley holds a Bachelor of Science Degree in Accounting from Florida State University. Prior to joining CFX, she served as the Executive Director for the Florida Transportation Commission in Tallahassee, Florida. Among her accomplishments, Ms. Kelley developed the Florida Transportation Commission Investment Plan for Continued Economic Growth. She has more than 20 years of experience in transportation policy analysis and management.

#### **Lisa Lumbard, *Chief Financial Officer***

Lisa Lumbard, Chief Financial Officer, has been with CFX since 1998. She oversees all of CFX's financial areas, including finance, accounting, budget, procurement and supplier diversity. Ms. Lumbard holds Bachelor of Science Degrees in Finance and International Business from Florida State University. Ms. Lumbard is active in the Florida Government Finance and Officers' Association and the Government Finance Officers Association. Ms. Lumbard is also on the Finance Standing Committee and Investment Subcommittee for the International Bridge, Tunnel and Turnpike Association.

#### **Joseph L. Passiatore, Esq., *General Counsel***

Joseph L. Passiatore, General Counsel, has been with CFX since June 2007. Mr. Passiatore provides primary legal representation and oversees all legal services for CFX. He received his Bachelor of Arts degree in government from the University of Notre Dame in 1974 and his Juris Doctorate from Stetson College of Law in 1977. He has been a member of the Florida Bar since 1978.

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

Joseph A. Berenis, P.E., Chief of Infrastructure, has been with CFX since March 1988. He oversees all phases of design, construction, and maintenance. Mr. Berenis holds both a Bachelor and Master of Science in Civil Engineering from the

University of Nebraska and is a registered Professional Engineer in Florida and in Nebraska.

**Corey Quinn P.E., *Chief of Technology/Operations***

Corey Quinn P.E., Chief of Technology/Operations, has been with CFX since 2013. Mr. Quinn oversees Information Technology, Tolling Operations and Intelligent Transportation Systems. Mr. Quinn holds a Bachelor of Science Degree in Civil Engineering from Florida State University and a Masters in Business Administration from the University of Central Florida. Mr. Quinn is a registered Professional Engineer in Florida and serves as the Transportation, Systems, Management and Operations Committee Chairman for MetroPlan Orlando. He is also active in the ITS Florida organization, serving on the board as treasurer.

**Michelle Maikisch, *Chief of Staff/Public Affairs Officer***

Michelle Maikisch, Chief of Staff/Public Affairs Office, has more than 15 years in the transportation industry and has been with the agency since 2008. As Chief of Staff/Public Affairs Officer, Ms. Maikisch oversees Human Resources, Records Management and Communications, including legislative affairs. She received her Bachelor of Science Degree in Communication from Florida State University. She is a member of Women in Transportation Services.

**Pension Funding**

Most permanent employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, public retirement system administered by the Florida Department of Administration, Division of Retirement. Beginning in 2002, the FRS became one system with two primary plans; a defined benefit pension plan (the "FRS Pension Plan") and a defined contribution plan alternative to the defined benefit plan known as the Public Employee Optional Retirement Program (the "FRS Investment Plan") to provide retirement, disability, and death benefits for active members, retirees, surviving beneficiaries, and deferred retirement option program participants. Benefits under the FRS are established by Chapter 121, Florida Statutes, and Chapter 605, Florida Administrative Code. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the State of Florida. Benefits are computed on the basis of age, average final compensation, and service credit. Employees are classified in either the regular service class or the senior management service class for members who fill senior-level management positions. Employees classified as senior management service class may choose to opt out of participation in the FRS. In addition, the FRS administers a deferred retirement option program ("DROP") which allows eligible employees to defer receipt of monthly

retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

The State of Florida issues a publicly available financial report that includes financial statements, required supplementary information for the FRS and other information including historical data regarding funding progress and actuarial values and liabilities. The most recent available report for the plan year ended June 30, 2014 may be obtained by writing the Florida Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000 or by accessing their website at [http://www.dms.myflorida.com/workforce\\_operations/retirement/publications/annual\\_reports](http://www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports).

The 2014 FRS Annual Report available as mentioned in the preceding paragraph, stated that the FRS pension plan was 86.6% funded at July 1, 2014, as the actuarial value of assets was approximately \$138.62 billion compared to the actuarial accrued liability of approximately \$160.13 billion.

CFX has no responsibility to the FRS other than to make the periodic payments required by Florida Statutes. Participating employers must comply with the statutory contribution requirements. Section 121.031(3), Florida Statutes, requires an annual actuarial valuation of the FRS Pension Plan, which is provided to the Florida Legislature as guidance for funding decisions. Employer contribution rates under the uniform rate structure (a blending of both the FRS Pension Plan and FRS Investment Plan rates) are recommended by the actuary but set by the Florida Legislature. The Fiscal Year 2015 contribution rate applied to regular employee salaries was 7.37%, including 1.26% for a post-retirement health insurance subsidy ("HIS"). The Fiscal Year 2014 contribution rate was 6.95%, which included 1.20% for HIS. The Fiscal Year 2015 contribution rate applied to senior management salaries was 21.14%, including 1.26% for HIS. The Fiscal Year 2014 contribution rate was 18.31%, which included 1.20% for HIS. The Fiscal Year 2015 contribution rate applied to the salaries of employees in DROP was 12.28%, including 1.26% for HIS. The Fiscal Year 2014 contribution rate was 12.84%, which included 1.20% for HIS.

For the Fiscal Years ended June 30, 2015 and 2014 CFX's actual contributions to the FRS totaled \$546,000 and \$473,000, respectively, which were equal to the required actuarially determined contributions for such Fiscal Years. Therefore CFX does not have a pension asset or liability as determined in accordance with GASB Statement No. 27.

Prior to the spring 2011 legislative session, the FRS was noncontributory for members. However, as of July 1, 2011, Chapter 2011-68 of the Laws of Florida requires members of the FRS not enrolled in DROP to contribute 3% of their salary to the FRS in order to reduce employers' required contributions. Employee contributions were \$142,000 and \$134,000 for the Fiscal Years ended June 30, 2015 and 2014, respectively.

In June 2012, the Government Accounting Standards Board ("GASB") issued Statement No. 68 "Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27" ("GASB No. 68"). The scope of GASB No. 68 addresses accounting and financial reporting for pensions that are provided to employees of state and local governmental employers that meet certain characteristics. GASB No. 68 establishes standards for measuring and recognizing liabilities, deferred outflows/inflows of resources and expense/expenditures. For defined benefit pensions such as the FRS Pension Plan, GASB No. 68 identifies methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute that present value to periods of employee service. The requirements of GASB No. 68 are being implemented prospectively, with CFX reporting its proportionate share of the actuarially determined liabilities of \$2,909,000 at July 1, 2014. In addition, CFX reported beginning deferred outflows for contributions subsequent to the measurement rate of \$396,000 as of July 1, 2014. The net effect of these items was a restatement of beginning net position in the amount of \$2,513,000. Financial information for the year ended June 30, 2014 was not restated in CFX's audited financial statements because a measurement of net pension liability and deferred outflows of resources related to pensions as of July 1, 2013 was not available. While GASB 68 requires recognition and disclosure of the unfunded pension liability, there is no requirement that such liability be funded.

See Notes 8 and 11 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F for further information regarding the FRS and the retirement plans available to the employees of CFX and CFX's implementation of GASB No. 68.

### **Legislative Matters**

CFX is an independent special district established by the Florida Legislature. Legislation to amend and modify the existence, revenues, management, operations and finances of certain expressway and bridge authorities in the State has been introduced and discussed in prior legislative sessions, including the consolidation of certain expressway and bridge authorities in the State, including the prior Orlando-Orange County Expressway Authority. CFX may, from time to time in the future, be subject to changes in laws or regulations, many of which are beyond the control of CFX, that could have an effect on the existence, revenues, management, operations and finances of CFX. Notwithstanding the foregoing, pursuant to the current provisions of the Act, the State has covenanted not to limit or alter the rights vested in CFX and the Department under the Act until all outstanding Bonds, including the Series 2016 Bonds, are fully paid and discharged.

## **SEC Subpoena**

On January 7, 2015, the Securities and Exchange Commission (the "SEC") issued a subpoena of documents to CFX in relation to CFX's Series 2013A Bonds and Series 2013B Bonds (collectively, the "Series 2013 Bonds"). The subpoena requires CFX to produce various documents relating to (i) the issuance of the Series 2013 Bonds and (ii) CFX's interactions with the senior underwriter of the Series 2013A Bonds, a government relations firm and several individuals employed by either firm. CFX produced the subpoenaed documents, as requested, by February 13, 2015. CFX will continue to cooperate with the SEC. The scope and result of the SEC's action is currently unknown.

## **Osceola County Expressway System Transfer**

[TO BE UPDATED]

Pursuant to the CFX Bill, all powers, governance, and control of the Osceola County Expressway System (the "OCX System") and the assets, liabilities, facilities, property, and any other legal rights of the Osceola County Expressway Authority ("OCEA"), shall be transferred to CFX effective December 31, 2018. Upon such transfer, the OCX System facilities shall each be considered Non-System Projects of CFX. However, the effective date of such transfer shall be extended until the date on which the current and forecasted total debt service coverage ratio with respect to all bonds, notes, loans, and other debt obligations issued to finance such facilities to be transferred is certified by the financial advisor for CFX to be equal to or greater than 1.5x for each and every year during which such obligations are then scheduled to be outstanding, including scheduled reimbursement obligations to other governmental entities. The CFX Bill provides that after the transfer of the OCX System to CFX, CFX shall include the uncompleted elements of the OCEA May 8, 2012 Master Plan (the "OCX Master Plan"), and the additional extension of the Osceola Parkway as described therein (the "Osceola Parkway Extension") in the equivalent CFX master or long-range plan, each as Non-System Projects.

Upon the transfer of the OCX System to CFX, CFX shall comply with any and all obligations of the OCEA to reimburse other governmental entities for costs incurred on behalf of the OCX System from revenues of the OCX System available after payment of all amounts required for operation and maintenance of the OCX System and all amounts required to be paid under the terms of any resolution authorizing the issuance of bonds to fund the acquisition, design, or construction of any portion of the OCX System. This reimbursement obligation specifically includes, but is not limited to, any obligation of the OCEA to reimburse Osceola County and Polk County for costs incurred, or debt issued, to fund the acquisition, development, construction, operation, and maintenance of the OCX System.



The transfer of any reimbursement obligation of the OCEA does not make any reimbursement obligation a general obligation of CFX, and does not constitute an independent pledge or lien on revenues of the CFX for the benefit of any person or entity. To the extent that revenues generated by the OCX System are insufficient to pay a reimbursement obligation, CFX may, but is not required to, make any payment from other revenues of CFX available for such purpose after payment of all amounts required:

- (a) otherwise by law or contract;
- (b) by the terms of any resolution authorizing the issuance of bonds by CFX or the former Orlando-Orange County Expressway Authority; and
- (c) under the Wekiva MOU.

Pursuant to the CFX Bill, CFX shall have no obligation to financially support any elements of the OCX Master Plan, or the additional extension of the Osceola Parkway Extension, from System Pledged Revenues. To the extent the Governing Board, in its sole discretion, votes to financially support any elements of the OCX Master Plan, or the Osceola Parkway Extension, it must treat any such element as a Non-System Project and shall only finance such element from System Pledged Revenues to the extent permitted by and in accordance with the terms of the Bond Resolution. For the purpose of advancing the design, acquisition, and construction of the elements of the OCX Master Plan, and the Osceola Parkway Extension, CFX is specifically authorized to enter into new or amended lease-purchase agreements with Osceola County for the leasing, construction, operation, and maintenance of any facility described in the OCX Master Plan, and the Osceola Parkway Extension.

In order to provide for the orderly transition of responsibility for the design, acquisition and construction of the elements of the OCX Master Plan in accordance with the CFX Bill, CFX and Osceola County are currently negotiating a term sheet for the eventual purpose of preparing and entering into an Interlocal Agreement to address CFX's role in the future development of OCX System facilities. Under the proposed Interlocal Agreement as outlined in the term sheet, CFX would agree to add the unconstructed portions of the OCX System facilities to its long range Master Plan. The only OCX System facility currently under construction is the Poinciana Parkway, an approximately 10 mile limited access toll facility located in Osceola County which [is scheduled to be open to traffic in May, 2016]. Under the proposed Interlocal Agreement, CFX would agree to operate the Poinciana Parkway as a Non-System Project as described above. System Pledged Revenues would not be pledged to the repayment of the revenue bonds issued by Osceola County, Florida to finance the Poinciana Parkway, or otherwise pledged to support the Poinciana Parkway. Under the proposed Interlocal Agreement, CFX would commit to undertake a preliminary concept and feasibility study of the OCX System facilities to determine the relative order of priorities for the future development, design, acquisition and construction of the OCX System facilities. In

future years during which the Interlocal Agreement is in effect, to the extent that portions of the OCX System facilities become financially feasible for CFX to undertake (as determined by CFX in accordance with its current practices, policies and procedures) CFX has agreed to add such facilities to the next annual update of its then current 5 Year work plan and pursue the development and construction of such facilities, subject to compliance with its current policies and procedures for the design, acquisition, equipping and construction of additions to its System and the requirements of the Master Bond Resolution. CFX would also have the future right to acquire the Poinciana Parkway from Osceola County, Florida and convert it to a System project, provided that such acquisition and conversion is in compliance with the Master Bond Resolution. Under the proposed Interlocal Agreement, Osceola County, Florida would retain the right, during the initial, pre-financing and pre-construction phases of such facilities, to rescind and terminate the Interlocal Agreement with respect to such facilities, provided that, as a condition to such rescission and termination, the county shall have fully reimbursed CFX for its costs and expenses incurred up to the date of rescission and termination. [As of the date of this Official Statement, the Interlocal Agreement has not been drafted, and once prepared, it would be subject to review and approval by CFX's governing board, and by the Board of County Commissioners of Osceola County, Florida.]

## **DESCRIPTION OF THE SYSTEM**

The following is a summary of certain information describing the system. A map of the System is set forth at the beginning of this Official Statement for the reader's reference.

### **System Overview**

Since the establishment of CFX in 1963, it has opened to traffic [109] centerline miles of limited access expressways consisting of 767 lane miles (including ramps), 64 interchanges, 295 bridges, 13 mainline toll plazas 71 ramp toll facilities and two rebate toll gantries for a total of 306 tolled lanes. The System consists of six expressways: the Beachline Expressway (SR 528), the East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Western Beltway (SR 429), the Apopka Expressway (SR 414) and the Western Beltway Connector (SR 451). Traffic on the System has more than tripled since 1994. Between 2015 and 2016, the System has experienced an increase in transactions of approximately 11.38%.

CFX also operates the Goldenrod Road Extension as a Non-System Project. The Goldenrod Road Extension is a four-lane two mile tolled controlled access highway, meaning there are some cross streets with traffic signals. Revenues generated and expenses incurred by the Goldenrod Road Extension are tracked separately and are not included as a part of the System Pledged Revenues.

In 2004, the Florida Legislature amended the Act to authorize, as part of the System, the financing and construction of the Wekiva Parkway (SR 429 Northern Extension) and the Apopka Expressway (SR 414), including realignment of SR 429 north from the interchange with SR 414.

### **Beachline (formerly Bee Line) Expressway (SR 528)**

The Martin B. Andersen Beachline Expressway was formerly known as the Bee Line Expressway, and was CFX's first project. The Beachline Expressway provides access to Universal Studios, Sea World, the Orange County Convention Center, Orlando Central Park and Orlando International Airport. The entire SR 528 extends from I-4 on the west to the John F. Kennedy Space Center on the east. CFX's portion of the Beachline Expressway extends from McCoy/Boggy Creek Road on the west to SR 520 on the east, a distance of 23 miles, and includes two mainline toll plazas, eight ramp toll facilities, and two rebate toll gantries. Other portions of the Beachline Expressway, to the east and to the west of CFX's section, were constructed and are owned and operated by the Department. The Dallas Mainline Toll Plaza, located between the Dallas Boulevard Interchange and SR 520, opened to traffic in March 2012. In November 2014, CFX began construction on a project (the "Airport Mainline Toll Plaza Demolition Project") to remove the Airport Mainline Toll Plaza, construct new ramp toll plazas to/from the Beachline Expressway east at Tradeport Drive and to/from the Beachline Expressway east and west at Boggy Creek Road, and widen the existing portion of the Beachline Expressway from McCoy Road to SR 436. The new tolling scheme was implemented on January 31, 2016, and through an agreement with FTE, tolls are collected at the West Main Plaza and at the new ramp plazas constructed as part of such Project. Completion of the Airport Mainline Toll Plaza Demolition Project is expected in Fall 2016. The FTE-owned portions of the Beachline Expressway connect to CFX's portion and extend further west to I-4 and extend further east to Brevard County coastal areas, including the John F. Kennedy Space Center and I-95. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Beachline Expressway.

### **East-West Expressway (SR 408)**

The Spessard Lindsay Holland East-West Expressway was opened to traffic in 1973 and now extends from an interchange with Florida's Turnpike in the west to an interchange with SR 50 east of SR 434 (Alafaya Trail) on the east. CFX is responsible for the 22 miles of the East-West Expressway between SR 50 west (at Clarke Road) and SR 50 east. There are four mainline toll plazas and 22 ramp toll facilities on this portion of the East-West Expressway. The Department is responsible for the remainder of the

East-West Expressway. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the East-West Expressway.

### **Central Florida GreeneWay (SR 417)**

CFX operates and maintains the portion of the Central Florida GreeneWay that begins at an intersection with International Drive near SR 535 and runs east and north to the Seminole County/Orange County line for a total of 33 miles. The Central Florida GreeneWay provides a high-speed connection between I-4 on the west and the Beachline Expressway on the east and also provides southerly access to Orlando International Airport, which provides relief to the existing north access from the airport to the Beachline Expressway and is considered essential for continued airport expansion. As it operates today, the Central Florida GreeneWay includes four mainline toll plazas and 25 ramp toll facilities.

In 1996, the Department extended the Central Florida GreeneWay as a toll road southwest from CFX terminus at International Drive to I-4 south of US 192 in Osceola County. The Central Florida GreeneWay was extended north from the Orange County/Seminole County line one-half mile to SR 426 (Aloma Avenue) in 1988 by the Seminole County Expressway Authority and an additional 12 miles to US 17-92 in 1994 by the Department.

In 2002, the segment of the Central Florida GreeneWay from US 17-92 to I-4 south of SR 46 in Seminole County was opened to traffic completing the eastern beltway around Orlando. These extensions of the Central Florida GreeneWay are a part of FTE's system, owned and managed by the Department and are not a part of the System. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Central Florida GreeneWay.

### **Western Beltway (SR 429)**

Located in western Orange County, CFX operates and maintains 23 miles of the Daniel Webster Western Beltway, a four-lane limited access expressway that begins at Seidel Road and runs north to its terminus at US 441 in Apopka. Three of the 23 miles are part of a dual route with the Apopka Expressway. The initial portion of the Western Beltway was opened to traffic in July 2000 and extended from Florida's Turnpike in Ocoee to US 441 in Apopka, for a total of approximately 11 centerline miles. In

December 2002, the next segment of the Western Beltway was opened to traffic extending the Western Beltway approximately 3.5 miles from CR 535 north to Florida's Turnpike. The remaining segment of the Western Beltway, extending approximately 7.5 miles from CR 535 to Seidel Road, opened to traffic in December 2005. The last segment of the Western Beltway, the dual route SR 429/SR 414, opened to traffic in January 2013 and extends the Western Beltway from SR 429/SR 414 in Apopka to US 441 near Plymouth Sorrento Road. With the opening of the SR 429/SR 414 dual route, the two mile segment of SR 429 north of SR 414 to US 441 near Vick Road was redesignated as SR 451. As it operates today, the Western Beltway includes two mainline toll plazas and 12 ramp toll facilities.

Previously, FTE extended SR 429 an additional 11 miles south of CFX terminus at Seidel Road. FTE's first segment of the Western Beltway was opened to traffic in December 2005 and extends from US 192 to Seidel Road. FTE's final segment of the Western Beltway was opened in December 2006 and extends from an interchange with I-4 in Osceola County to US 192. See the map of the System on the inside cover of this Official Statement. See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Western Beltway.

#### **Apopka Expressway (SR 414)**

CFX's newest expressway is the John Land Apopka Expressway which opened to traffic in May 2009. The Apopka Expressway is a nine mile limited access expressway which extends east from the Western Beltway to Maitland Boulevard at SR 500/US 441. The Apopka Expressway provides direct access to the Western Beltway, I-4, and employment centers such as the Maitland Center, while relieving congestion on US 441 and many local roads in the greater Apopka area. In addition, the Apopka Expressway serves primarily as a bypass route around the heavily congested Apopka urban area. The Apopka Expressway was constructed with four interchanges, one mainline toll plaza, and four ramp toll facilities. In June 2010, construction began for Phase II of this project. The new System interchange with the Western Beltway and the extension of the Apopka Expressway from the Western Beltway to Boy Scout Road was completed in September 2012. Phase II also includes the extension of Boy Scout Road to US 441 West, which opened to traffic in January 2013. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Apopka Expressway.

## **Western Beltway Connector (SR 451)**

The Western Beltway Connector was previously the northern portion of the Western Beltway, which opened to traffic in July 2000. With the opening of the dual route SR 429/SR 414 in January 2013, this two mile segment north of the Apopka Expressway to US 441 near Vick Road was redesignated as the Western Beltway Connector (SR 451). There are no mainline or ramp toll plazas associated with this portion of the System.

### **Traffic Volumes**

The following table provides the historic traffic volumes and roadway capacity for the mainline toll plazas of the System for calendar years 2007 through 2016 as well as the generalized Level of Service ("LOS") "E" traffic volume for the mainline in the vicinity of each plaza. LOS provides a measure of the congestion level of a particular roadway; each letter designation describes a range of operating conditions on a particular type of facility, where LOS "A," is the least congested and LOS "F" is the worst or forced flow conditions. The basis for this level of service analysis is generalized daily roadway level of service volumes for urban freeways derived from the FDOT 2013 Quality/Level of Service Handbook. The LOS "E" volume is the largest average weekday traffic volume that could be processed by the expressway before forced flow conditions are reached.

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## Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System

	Beachline Expressway (SR 528)				East West Expressway (SR 408)			
	SR 528 Mainline							
Expressway Mainline Toll Plazas	Airport Mainline Toll Plaza <sup>(1)</sup>	Boggy Creek Road to Tradeport Drive <sup>(2)</sup>	Beachline Mainline Toll Plaza	Dallas Mainline Toll Plaza <sup>(3)</sup>	Hiawasse Mainline Toll Plaza	Pine Hills Mainline Toll Plaza	Conway Mainline Toll Plaza <sup>(4)</sup>	Dean Mainline Toll Plaza
LOS E Volume <sup>(5)</sup> (Calendar Year)	N/A	166,800	79,900	79,900	79,900	123,300	210,300	79,900
Average Annual Weekday Traffic (AAWT)								
2016 <sup>(6)</sup>	Demolished	110,500	60,700	46,900	73,500	89,100	140,400	79,600
2015 <sup>(7)</sup>	91,300	104,500	56,100	45,500	69,500	85,200	132,900	74,200
2014 <sup>(8)</sup>	83,800	98,500	53,500	40,900	61,400	77,200	125,900	71,100
2013	80,700	92,200	49,200	39,200	57,800	72,200	116,700	67,300
2012 <sup>(9)(10)</sup>	80,800	94,300	48,400	38,400	56,300	71,200	118,000	67,200
2011	78,700	90,800	46,900	Not Open	57,200	72,100	120,100	66,700
2010 <sup>(11)</sup>	77,800	88,800	46,300	Not Open	56,700	71,200	118,200	68,100
2009 <sup>(12)</sup>	75,200	85,300	43,300	Not Open	55,900	69,800	113,200	65,900
2008	76,300	85,700	42,500	Not Open	61,600	77,800	112,200	66,000
2007	82,400	93,300	47,700	Not Open	66,800	82,700	118,100	70,100

<sup>(1)</sup> In February 2016, the Airport Mainline Toll Plaza was taken out of service and demolished as part of the SR 528 widening project from Boggy Creek to SR 436.

<sup>(2)</sup> There are no mainline toll plazas associated with the SR 528 Mainline Boggy Creek Road to Tradeport Drive segment. Used traffic data obtained from traffic sensors for this segment.

<sup>(3)</sup> The new Dallas Mainline Toll Plaza, located east of the Dallas Boulevard Interchange opened to traffic in March 2012.

<sup>(4)</sup> The Holland East Plaza was renamed to the Conway Mainline Toll Plaza based on the re-construction of the toll plaza. For the year 2007 and 2008, the AAWT for Holland East Plaza is lower than previous years based on the new SR 436/Andes Avenue eastbound off-ramp tolled ramp terminal. Traffic to SR 436/Andes Avenue now exits before the toll plaza. The new SR 436/Andes Avenue ramp terminal opened to traffic in September 2007.

<sup>(5)</sup> Capacities used were obtained from the generalized daily LOS E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

<sup>(6)</sup> The year 2016 AAWT volumes were developed collecting traffic counts and applying the appropriate year 2016 seasonal/monthly adjustment factors.

<sup>(7)</sup> The year 2015 AAWT volumes were developed by collecting traffic counts and applying the appropriate year 2015 seasonal/monthly adjustment factors.

<sup>(8)</sup> The year 2014 AAWT volumes were developed collecting a 3-Day traffic count and applying the appropriate year 2014 seasonal/monthly adjustment factors.

<sup>(9)</sup> The year 2012 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2012 numbers versus Fiscal Year 2012 numbers previously developed.

<sup>(10)</sup> A systemwide toll increase was applied in July 2012.

<sup>(11)</sup> The year 2010 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2010 numbers versus Fiscal Year 2010 numbers previously developed.

<sup>(12)</sup> Under CFX's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009.

Source: CFX

**Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System  
(continued)**

Expressway Mainline Toll Plazas LOS E Volume <sup>(2)</sup> (Calendar Year)	Central Florida GreeneWay (SR 417)				Western Beltway (SR 429)			Apopka Expressway (SR 414)	SR 451 <sup>(1)</sup>
	John Young Mainline Toll Plaza	Boggy Creek Mainline Toll Plaza	Curry Ford Mainline Toll Plaza	University Mainline Toll Plaza	Forest Lake Mainline Toll Plaza	Independence Mainline Toll Plaza	SR 451/414 to SR 429 Connector Road	Coral Hills Mainline Toll Plaza	SR 429/414 to US 441
	<b>Average Annual Weekday Traffic (AAWT)</b>								
2016 <sup>(3)</sup>	62,200	66,700	97,300	95,700	53,500	31,600	28,500	33,900	15,800
2015 <sup>(4)</sup>	51,500	54,600	86,000	86,700	46,400	26,200	24,500	29,100	14,600
2014 <sup>(5)</sup>	44,800	44,900	73,800	74,100	38,900	19,500	21,300	24,100	12,800
2013	41,800	40,300	66,600	71,700	34,400	16,600	18,700	20,900	12,300
2012 <sup>(6)(7)</sup>	41,300	38,400	65,000	72,800	31,700	15,900	Not Open	16,300	26,100
2011	41,400	38,300	62,500	74,900	29,600	14,100	Not Open	13,800	26,700
2010 <sup>(8)</sup>	39,600	36,500	63,200	72,900	29,500	13,700	Not Open	13,000	26,400
2009 <sup>(9)</sup>	38,200	35,900	63,300	70,500	27,600	12,500	Not Open	10,500	26,400
2008	43,500	40,400	68,900	75,600	27,000	13,500	Not Open	Not Open	25,100
2007	45,800	44,800	76,100	82,800	30,400	14,000	Not Open	Not Open	24,400

<sup>(1)</sup> There are no mainline toll plazas associated with SR 451. With the opening of SR429/414 in January 2013, the existing north portion of SR 429 was re-designated as SR 451. SR 451 provides a connection from SR 414 to US 441 near Vick Road.

<sup>(2)</sup> Capacities used were obtained from the generalized daily LOS E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

<sup>(3)</sup> The year 2016 AAWT volumes were developed collecting traffic counts and applying the appropriate year 2016 seasonal/monthly adjustment factors.

<sup>(4)</sup> The year 2015 AAWT volumes were developed by collecting traffic counts and applying the appropriate year 2015 seasonal/monthly adjustment factors.

<sup>(5)</sup> The year 2014 AAWT volumes were developed collecting a 3-Day traffic count and applying the appropriate year 2014 seasonal/monthly adjustment factors.

<sup>(6)</sup> The year 2012 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2012 numbers versus Fiscal Year 2012 numbers previously developed.

<sup>(7)</sup> A systemwide toll increase was applied in July 2012.

<sup>(8)</sup> The year 2010 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2010 numbers versus Fiscal Year 2010 numbers previously developed.

<sup>(9)</sup> Under CFX's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009.

Source: CFX

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### **Summary of Level of Service for System**

The following table provides a general summary of the level of service, for selected expressway segments, at which the System is operating. The System generally operates at acceptable levels of service (LOS "D" or better) throughout the day and has adequate capacity to accommodate near-term traffic volume increases. However, some ramps and roadway segments experience congestion or significant delays, usually during the morning or evening peak hours. Improvements to the System to reduce congestion and delays on these segments are addressed in the current Five-Year Work Plan. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

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## Summary of Level of Service for Selected Expressway Segments

Expressway/Location	Existing Conditions		Calendar Year 2016 Average Annual Weekday Traffic <sup>(2)</sup>	Generalized Level of Service (LOS)		
	Number of Lanes (mainline)	Level of Service "E" Volume <sup>(1)</sup>		Volume to LOS E Capacity Ratio	Density <sup>(3)</sup> pc/mi/ln	Level of Service (LOS)
<b>Beachline Expressway (SR 528)</b>						
Airport Mainline Toll Plaza <sup>(4)</sup>	Taken out of service and demolished February 2016					
SR 528 Mainline Boggy Creek Road to Tradeport Drive <sup>(5)</sup>	8	166,800	110,500	0.66	17.02	B
Beachline Mainline Toll Plaza	4	79,900	60,700	0.76	20.90	C
Dallas Mainline Toll Plaza <sup>(6)</sup>	4	79,900	46,900	0.59	13.86	B
<b>East-West Expressway (SR 408)</b>						
Hiawassee Mainline Toll Plaza <sup>(7)</sup>	4	79,900	73,500	0.92	39.93	E
Pine Hills Mainline Toll Plaza	6	123,300	89,100	0.72	26.32	D
Conway Mainline Toll Plaza	10	210,300	140,400	0.67	20.09	C
Dean Mainline Toll Plaza	4	79,900	79,600	1.00	31.25	D
<b>Central Florida GreeneWay (SR 417)</b>						
John Young Mainline Toll Plaza	4	79,900	62,200	0.78	26.71	D
Boggy Creek Mainline Toll Plaza	4	79,900	66,700	0.83	23.81	C
Curry Ford Mainline Toll Plaza	6	123,300	97,300	0.79	23.27	C
University Mainline Toll Plaza	6	123,300	95,700	0.78	24.60	C
<b>Western Beltway (SR 429)</b>						
Forest Lake Mainline Toll Plaza	4	79,900	53,500	0.67	22.99	C
Independence Mainline Toll Plaza	4	79,900	31,600	0.40	12.92	B
SR 451/414 to SR 429 Connector Road	6	123,300	28,500	0.23	8.37	A
<b>Apopka Expressway (SR 414)</b>						
Coral Hills Mainline Toll Plaza	6	123,300	33,900	0.27	9.76	A
<b>SR 451<sup>(8)</sup></b>						
SR 429/414 to US 441	4	79,900	15,800	0.20	8.77	A

<sup>(1)</sup> Capacities used were obtained from the generalized daily LOS E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

<sup>(2)</sup> The year 2016 AAWT volumes were developed collecting traffic counts and applying the appropriate year 2016 seasonal/monthly adjustment factors.

<sup>(3)</sup> Level of Service Criteria for the basic freeway segments per the new 2010 Highway Capacity manual is to be defined by Density (pc/mi/ln). Density LOS is described as follows: LOS A ≤ 11; 11 < LOS B ≤ 18; 18 < LOS C ≤ 26; 26 < LOS D ≤ 35; 35 < LOS E ≤ 45.

<sup>(4)</sup> In February 2016, the Airport Mainline Toll Plaza was taken out of service and demolished as part of the SR 528 widening project from Boggy Creek to SR 436.

<sup>(5)</sup> There are no mainline toll plazas associated with the SR 528 Mainline Boggy Creek Road to Tradeport Drive segment. Used traffic data obtained from traffic sensors for this segment.

<sup>(6)</sup> The new Dallas Mainline Toll Plaza, located east of the Dallas Boulevard Interchange opened to traffic in March 2012.

<sup>(7)</sup> The Hiawassee Mainline Toll Plaza is scheduled to be widened to six general use lanes beginning in October 2016. Following completion of this widening project, it is anticipated that this segment will operate at LOS C volumes.

<sup>(8)</sup> There are no mainline toll plazas associated with SR 451. With the opening of SR 429/414 in January 2013, the existing north portion of SR 429 was re-designated as SR 451.

Source: CFX

## **Toll Collection**

CFX processes both cash and electronic transactions. CFX's electronic toll collection ("ETC") system has been a highly successful program. The ETC system improved the effectiveness of CFX's toll revenue operations by reducing operating costs and improving traffic operation. The fully computerized ETC system includes lane controller computers on each toll lane, plaza computers at each mainline toll plaza, a service center with computers and a system host computer. The ETC System has offered the following benefits to CFX:

- (a) Provides CFX with more effective management, accounting and auditing capability;
- (b) Helps accommodate the projected traffic growth of the System through enhanced traffic management capability;
- (c) Provides increased toll facility capacity by allowing faster transactions and non-stop movement of traffic which has allowed CFX to delay or reduce the need for toll facility expansion; and
- (d) Enhances security through software which allows access only by authorized operations and management personnel.

The ETC system features automatic vehicle identification technology, referred to as E-PASS, which allows motorists with prepaid accounts to electronically pay the required tolls without stopping at toll booths. The ETC system also includes a violation enforcement system which uses a camera to capture a picture of a toll violator's vehicle and license plate. Currently, the E-PASS transponders are interoperable with all other toll agencies within the State and the North Carolina Turnpike (Quick Pass) and Georgia State Road Tolling Authority (Peach Pass) systems.

CFX has begun an initiative to replace the current ETC system which is more than 15 years old and is now at the end of its service life. Integrated video tolling/enhanced violation enforcement with robust optical character recognition and automated processes will be some of the new features included in the replacement system. The replacement system is also expected to include improved express lane features, overview and monitoring capabilities, and a major upgrade of the back office, customer service center and IT environment in general. CFX will be implementing a pay-by-plate program concurrent with the opening of the first Wekiva Parkway segment in Spring 2017.

Due to the success of the E-PASS program, CFX has recently completed a plan to convert all traditional barrier style toll plazas into express plazas. At express plazas, E-PASS customers can travel through exclusive mainline E-PASS lanes and pay their toll while maintaining the posted speed without slowing or stopping. Non-ETC users must exit the mainline lanes to a separate cash toll plaza. With the recent demolition of the

Airport Mainline Toll Plaza on SR 528, all 13 of CFX's mainline toll plazas are operating in an express configuration.

Currently, CFX has privatized its toll collections operations. In 1995, Florida Toll Services was selected as the toll facility operations and management services contractor and continued to serve CFX in that capacity through September 2015. In December 2015, the Governing Board entered into a new contract for toll facility operations and management services with URS Energy & Construction, Inc. The contract expires in December 2020 with five one-year extension options.

The privatization of toll collections has allowed CFX to increase its control over revenue collections and toll facility operations. Through the toll facility operations and management contractor, CFX now is better able to address customer relations during the toll collection process. Overall, privatization has increased the efficiency of the toll collections process and has resulted in cost savings in toll plaza operations.

See "SYSTEM REVENUES - E-PASS Discounts" herein for a discussion of the discount programs offered to E-PASS users of the System.

### **Physical Condition of Expressway System**

The Bond Resolution requires that the General Engineering Consultant for CFX, Atkins North America, Inc., perform an annual inspection of the System and issue an Annual Inspection Report regarding the physical condition of the System. The Annual Inspection Report summarizes the findings of these examinations by category for (a) roadways, (b) bridges and (c) buildings. CFX uses the Annual Inspection Report as a guide for their maintenance staff to perform needed repairs and improvements to the System. The 2015 Annual Inspection Report was completed in February 2016 and found that overall, the System is in good condition. Most of the conditions identified in the most recent Annual Inspection Report are correctable and will be addressed by CFX under the routine maintenance programs funded by CFX and supplemented by the Department. Those conditions not corrected under the routine maintenance programs will be corrected as renewal and replacement projects under the Five-Year Work Plan. See "MAINTENANCE OF SYSTEM" herein.

### **Capital Improvement Program**

In August 1983, CFX finalized the first of its Long-Range Expressway Plans to meet the transportation improvement needs of the Orlando urban area through the year 2000. Since then, CFX has periodically updated its Long-Range Expressway Plan to continuously meet the growing and changing needs of the Orlando urban area. Most recently, in May 2016, CFX adopted its 2040 Master Plan which serves as CFX's blueprint for System improvements and new projects that support its mission, and accrues economic, customer and community benefits to the region and the State.

The 2040 Master Plan is the basis for the current Five-Year Work Plan. The Five-Year Work Plan is an important tool used by CFX to effectively manage its program of improvements, enhancements and rehabilitation to the System with the purpose of identifying those projects which CFX anticipates funding during the next five years. The Five-Year Work Plan is updated annually to reflect and prioritize the needs of CFX and was most recently approved by CFX's Governing Board on May 12, 2016. Once approved, the Five-Year Work Plan is then submitted to MetroPlan Orlando for its use in development of a regional transportation improvement plan. The current Five-Year Work Plan covers the five-year period from Fiscal Year 2017 to Fiscal Year 2021 and contains 102 projects, with a combined total estimated project cost of approximately \$1.36 billion.

Pursuant to the aforementioned Wekiva MOU and in accordance with Sections 348.7546 and 348.757(9), Florida Statutes, CFX and the Department entered into an Interlocal Agreement (the "Wekiva Interlocal Agreement"), dated June 11, 2014, setting forth the terms of their partnership to build the Wekiva Parkway Project. The Wekiva Interlocal Agreement provides that CFX will finance, acquire, design, construct, own, operate, manage, and maintain 11.32 miles of the Wekiva Parkway Project, to be located in Orange and Lake Counties, while the Department will finance, acquire, design, construct, own, operate, manage and maintain the remaining 12.81 miles of the Wekiva Parkway Project. Under the Wekiva Interlocal Agreement, CFX is required to repay the Department Contractual Obligations by making the previously described annual LPA Repayments. See "SYSTEM FINANCING - Certain Subordinated Obligations - Department Contractual Obligations" herein. If CFX fails to make any of the scheduled LPA Repayments and such failure is not cured within 60 days, the Department would have authority to disapprove all or any portion of CFX's work plan and operating budget and compel compliance with this provision.

Additionally, CFX has made certain covenants and agreements in the Wekiva Interlocal Agreement, with respect to: (i) the prohibition of payments to be made from the System General Reserve Fund that impair CFX's ability to make LPA Repayments to the Department, (ii) the prohibition of any amendments to the Master Bond Resolution that impair CFX's ability to make LPA Repayments to the Department, (iii) certain requirements to obtain the consent of the Department to the issuance of bonds secured by a lien on System Pledged Revenues that would be superior to the LPA Repayments, and (iv) CFX's agreement to not issue bonds or other indebtedness without obtaining the consent of the Holders of Bonds then outstanding to the discontinuance of its obligations under the Lease-Purchase Agreement effective on July 1, 2028. The provisions of the Wekiva Interlocal Agreement with respect to the consent of the Department to the issuance of bonds by CFX further provide for instances in which the Department's consent to the issuance of such bonds is not required (e.g., the issuance of refunding bonds by CFX that do not increase annual debt service) and instances in which the Department will be deemed to have consented to the issuance of additional bonds upon CFX providing the Department with a certificate that CFX will maintain certain debt

service coverage ratios after taking into account the LPA Repayments and the proposed additional indebtedness to be issued.

Under the Wekiva Interlocal Agreement, CFX has the right to prepay the amounts due under the Lease-Purchase Agreement, in which case it shall no longer be subject to the covenants regarding the LPA Repayments or the requirement to obtain the consent of the Department to issue additional indebtedness. Pursuant to the Wekiva Interlocal Agreement, the Department and CFX also agreed to execute an amendment to the Lease-Purchase Agreement and to include in all future Authority bond issues, including the issuance of the Series 2016 Bonds, the following disclosure language describing such amendment:

CFX has entered into the Wekiva Interlocal Agreement with the Department, effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of CFX's bonds issued and outstanding as of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to CFX System shall remain vested in CFX.

Accordingly, and simultaneously with the execution of the Wekiva Interlocal Agreement, CFX and the Department executed a Third Supplement to Lease-Purchase Agreement, dated June 11, 2014 (the "Third Supplement") which amended the Lease-Purchase Agreement in accordance with the terms of Section 348.757(9), Florida Statutes to: (a) discontinue the obligations of the Department under the Lease-Purchase Agreement after July 1, 2028; (b) terminate the Lease-Purchase Agreement upon the earlier to occur of (1) the defeasance, redemption, or payment in full of CFX's Bonds issued and outstanding as of June 11, 2014, or (2) the receipt of the requisite consents of CFX's bondholders to such termination; and (c) eliminate a prior provision so that CFX will now retain title to the System upon termination of the Lease-Purchase Agreement. The Third Supplement shall become effective on the first date that it may take effect under the terms of the existing Lease-Purchase Agreement.

### **Funding of the Five-Year Work Plan**

CFX anticipates funding the Five-Year Work Plan with (a) available and projected surplus revenues, (b) proceeds of the Series 2015 Notes, the Junior TIFIA Loan and additional planned Series of Parity Bonds currently expected to be issued in Fiscal Years 2018 and 2019 and (c) other sources, which may include contributions from other public agencies or private entities or the issuance of additional unplanned Parity Bonds. Such amounts and sources may change depending on the final funding plan for the Wekiva Parkway Project and other circumstances affecting CFX, its revenues and the Five-Year

Work Plan, as the same may be revised on an annual basis. Available funding for the Five-Year Work Plan is based on the toll rates in effect as of July 1, 2012 and assumes adjustments as currently provided under CFX's current toll rate schedule and policy. The next toll rate increase is scheduled to go into effect on [July 1, 2017]. Any additional toll rate adjustment will affect the Five-Year Work Plan both by changing the funds available to construct projects and by potentially changing the year of need of the projects (as traffic patterns may shift). See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" for a description of the conditions for the issuance of additional Parity Bonds under the Master Bond Resolution.

### **Acquisition of SR 528 Super Corridor**

In December 2015, CFX completed all of its real property acquisitions related to right-of-way for SR 528. This "SR 528 Super Corridor" runs east to west starting from the intersection of SR 520 and SR 528 and ending at the Orlando International Airport. The approximately 516.35 acres of newly acquired right-of-way will be used for future expansion of SR 528 and to accommodate a 50 foot wide railway easement for the All Aboard Florida inter-city passenger rail project from Miami to Orlando. This railway easement was conveyed to All Aboard Florida – Operations LLC by CFX for a purchase price of \$31,737,187. In accordance with the Bond Resolution, a report of an Independent Consultant was filed with CFX projecting the potential loss of toll revenues due to the operation of a competing facility and a corresponding payment of \$4,003,848 to account for such loss was included in the purchase price of the easement.

### **MAINTENANCE OF SYSTEM**

In the Bond Resolution, CFX covenants that it will operate the System, or cause the System to be operated, properly and in a sound economic manner and that it will maintain or cause the same to be maintained in good repair, working order and condition, and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "LEASE-PURCHASE AGREEMENT" attached hereto as Appendix D. The Lease-Purchase Agreement requires the Department to operate the System in a sound and economic manner and to maintain or cause it to be maintained in good repair, working order and condition and to make all necessary and proper repairs, replacements and renewals. The Lease-Purchase Agreement, however, permits the Department, with the approval of CFX, to reassign to CFX any duties or responsibilities, other than payment obligations, arising out of the Lease-Purchase Agreement. In 1993 the Department transferred to CFX all responsibility for maintenance of the System.

After taking over direct responsibility for maintenance of the System in 1993 CFX privatized most maintenance activities. CFX does retain staff to manage the various private contractors which perform maintenance services on the System. For Fiscal Year 2016, CFX received a maintenance rating of 89 from the Department. Historical ratings have ranged from a low of 85 in 1993, when CFX assumed maintenance responsibility from the Department, to a high of 94 in Fiscal Year 2002 and Fiscal Year 2009. CFX strives to maintain a minimum score of 90, well above the Department's minimum acceptable standard score of 80. Effective July 1, 2012, the Department has revised the calculation for their maintenance rating program such that the weightings for the elements and characteristics have been revised to more accurately reflect the overall maintenance condition. Notwithstanding this change in the Department's maintenance rating program, CFX does not anticipate making any significant changes to the scope of its maintenance activities.

### **DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM**

CFX and the Department have entered into that certain Lease-Purchase Agreement, dated as of December 23, 1985 (the "Original Lease-Purchase Agreement"), as amended and supplemented by that certain (i) First Supplement to Lease-Purchase Agreement dated as of November 25, 1986, among CFX, the Department and the Division of Bond Finance of the State of Florida Department of General Services (the "Division"); (ii) Second Supplement to Lease-Purchase Agreement, dated as of October 27, 1988, among CFX, the Department, and the Division; and (iii) Third Supplement to Lease-Purchase Agreement, dated as of June 11, 2014, between CFX and the Department and set to become effective on the first date it may take effect under the Original Lease-Purchase Agreement (collectively, the "Lease-Purchase Agreement"), executed copies of which are attached hereto as Appendix D. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, all tolls collected on the System are deposited into the System General Revenue Fund. Such toll revenues are then applied by CFX in accordance with the terms of the Master Bond Resolution and the application thereof constitutes the payment of all rental and purchase price payments due from the Department under the Lease-Purchase Agreement. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" for a description of the application of toll revenues under the Master Bond Resolution. At the end of the lease term as described below, CFX shall retain title and absolute ownership to the System. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, the Department is obligated to operate or cause to be operated the System property in a sound and economic manner and to maintain, preserve and keep the System in good repair, working order and condition



and, from time to time, to make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be advantageously conducted. The Lease-Purchase Agreement permits the Department, with the approval of CFX, to reassign to CFX its duties and responsibilities, other than its payment obligations, regarding the System. In 1993, CFX assumed responsibility for the maintenance of the System. On January 20, 1995, the Department and CFX entered into that certain FDOT/OOCEA Interagency Agreement Reassignment of Operations (as amended, the "Interagency Agreement"), pursuant to which the Department reassigned to CFX the duty and responsibility for operating the System, other than the Department's payment obligations under the Lease-Purchase Agreement.

While CFX currently has responsibility for operating and maintaining the System, under the Lease-Purchase Agreement responsibility for paying the costs of operating and maintaining certain portions of the System is divided between CFX and the Department.

Payment of Cost of Operation and Cost of Maintenance attributable to the Department are made from funds of the Department and not from Gross Revenues, while the Cost of Operation and Cost of Maintenance attributable to CFX are paid by CFX from Gross Revenues. The amount of money that the Department contributes for maintenance of those portions of the System for which it is obligated to pay the cost of maintenance is determined by a formula tied to the roads' rating under the Department's Maintenance Rating Program. Under the Interagency Agreement, the Department pays such obligation in a lump sum amount to CFX annually. In order to achieve a higher maintenance standard, CFX uses Gross Revenues to pay for maintenance at levels above that which the Department will fund. See "MAINTENANCE OF SYSTEM" herein.

On May 26, 2011, Governor Scott exercised his line item veto authority to remove from the State's fiscal year 2011-12 budget approved by the Florida Legislature \$11,152,281 from the State's Transportation Trust Fund which was intended to fund the Department's payment obligations to local transportation authorities pursuant to agreements such as the Lease-Purchase Agreement; \$5,569,167 of this amount is estimated to have been allocated towards the advances to CFX. On April 17, 2012, Governor Scott once again exercised his line item veto authority to remove from the State's fiscal year 2012-13 budget approved by the Florida Legislature \$12,322,862 from the State's Transportation Trust Fund intended to, among other things, fund the Department's payment obligations under the Lease-Purchase Agreement; \$5,482,652 of this amount is estimated to have been allocated towards the advances to CFX. Notwithstanding the foregoing, based on the express language in the Lease-Purchase Agreement, CFX continues to maintain that the Department's payment obligations under the Lease-Purchase Agreement is an absolute, irrevocable contractual obligation and is not subject to appropriation.

Neither the express language of the Lease-Purchase Agreement nor CFX's enabling act indicates that the Department's payment obligations are subject to appropriation or to the best efforts of the Department in obtaining an appropriation.

Accordingly, notwithstanding the Department's position, CFX continues to maintain that the Department's obligation under the Lease-Purchase Agreement to pay for the costs of operations on certain segments of the System is an absolute, irrevocable contractual obligation and is not subject to appropriation. Although the failure of the Department to make its payment obligations under the Lease-Purchase Agreement is not expected to have a material adverse impact on CFX's financial position, CFX is currently evaluating its rights and remedies under the Lease-Purchase Agreement. In addition, the Bondholders have the right to enforce all provisions of the Lease-Purchase Agreement against the Department and CFX in a court proceeding.

However, CFX and the Department have entered into a Memorandum of Agreement dated February 14, 2013, (the "LPA MOA") with respect to the payment by the Department of future operations and maintenance payments to CFX as provided in the Lease-Purchase Agreement. Pursuant to the LPA MOA, beginning with the final approval of the Department's 2014 fiscal year budget and continuing for each successive fiscal year thereafter until the Department's obligations under the Lease-Purchase Agreement are terminated, the Department will make all operations and maintenance payments to CFX as provided in the Lease-Purchase Agreement. CFX will then exercise its right under the Bond Resolution to fully reimburse the Department for the costs of operations and maintenance on certain portions of the System that are paid by the Department to CFX under the Lease-Purchase Agreement, within 60 days of receipt by CFX of a payment from the Department for such costs, from surplus revenues available for such purpose and remaining on deposit in the General Reserve Fund after CFX has met its financial obligations. Under the LPA MOA, CFX and the Department acknowledge and agree that this reimbursement obligation of CFX is expressly subordinate to CFX's obligation to make annual \$20 million LPA Repayments to the Department pursuant to the Wekiva Interlocal Agreement and Section 348.757(9), Florida Statutes. See "SYSTEM FINANCING - Certain Subordinated Obligations - Department Contractual Obligations" and "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein. If CFX fails to meet this obligation at any time, the amount not reimbursed by CFX will be added to the Department Contractual Obligations due and owing under the Lease-Purchase Agreement. In addition, in the event CFX fails to reimburse the Department as provided in the LPA MOA, CFX will be obligated to raise tolls, defer projects, or reduce its administrative and other expenses until CFX is able to fully reimburse the Department for such costs that are paid by the Department under the Lease-Purchase Agreement. The LPA MOA is legally sufficient to bind the parties without further interlocal agreements.

The estimated Net Revenues available for debt service included in this Official Statement assume advances from the Department for operations and maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement, the Interagency Agreement and the LPA MOA. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" and "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein.

Other obligations of the Department under the Lease-Purchase Agreement include inspection of the System on an annual basis, and preparation of a corresponding report regarding conditions of the System.

In accordance with Section 348.757(9), Florida Statutes and the Wekiva Interlocal Agreement, the Lease-Purchase Agreement will stay in effect until the earlier of (i) such time as all Bonds issued under the Master Bond Resolution (and any Bonds refunding the same) have been fully paid, redeemed or defeased; or (ii) the receipt of sufficient Authority Bondholder consent to termination of the Lease-Purchase Agreement. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Additionally, and pursuant to the CFX Bill, the Department shall also include elements of the OCX Master Plan and an additional extension of the Osceola Parkway Extension, in its work program as tolled facilities. The Department of Transportation shall cooperate with the OCEA, CFX, and Osceola County in working to identify solutions to potential barriers to implementation of the projects included in the OCX Master Plan, and an additional extension of the Osceola Parkway Extension, including funding sources and revenues that may be available for implementation of those improvements. See "CFX - Osceola County Expressway System Takeover" herein for a discussion of CFX's obligations with respect to the OCX System under the CFX Bill.

#### **CONSENT TO FUTURE AMENDMENT TO LEASE-PURCHASE AGREEMENT**

CFX has entered into the Wekiva Interlocal Agreement with the Department effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of CFX's bonds issued and outstanding as of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to CFX System shall remain vested in CFX.

Purchasers of the Series 2016 Bonds, by their purchase and acceptance thereof, are deemed to have expressly and irrevocably consented, in writing, to amend the terms and provisions of the Lease-Purchase Agreement to discontinue the Department's payment obligations for operation and/or maintenance of certain portions of the System effective July 1, 2028. CFX will comply with the terms of the Lease-Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease-Purchase Agreement.

## **SYSTEM REVENUES**

### **General**

The following is a summary of certain information contained in the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 (the "System Traffic and Earnings Report") prepared by CDM Smith ("CDM Smith") which was commissioned by CFX to study the historical and projected traffic and revenues of the System, including the impact of the latest available data on economic conditions, fuel cost trends, land use assumptions in Central Florida, and actual System traffic trends. The System Traffic and Earnings Report attached hereto as Appendix C speaks as of its date and should be read in its entirety to obtain information essential to understanding the projections and assumptions therein. The System Traffic and Earnings Report has not been updated since February 2016.

Certain data regarding area growth and recent economic activity are included in the System Traffic and Earnings Report, attached hereto as Appendix C and will not be updated in connection with the issuance of the Series 2016 Bonds. As discussed in the System Traffic and Earnings Report, there is always some uncertainty inherent in future traffic and revenue forecasts for any toll facility, and differences between forecasted and actual results (which may be material) may occur due to events and circumstances beyond the control of the forecasters and CFX, including without limitation, economic conditions, fuel costs, destruction or temporary closure due to acts of nature, increased and/or unanticipated costs of operation and maintenance and other factors.

### **System Toll Structure**

In 2009, CFX adopted and implemented a new toll policy which instituted higher tolls at most tolling points, CFX's first since 1990. In addition, the policy provided for additional indexed increases to be implemented every five years, the first of which was implemented on July 1, 2012. The July 1, 2012 increase also marked the first implementation of differential toll rates, by which cash customers pay a higher rate than customers paying with transponders.

## CFX System Toll Rates, FY 2016

Roadway	Electronic Toll Schedule					Cash Toll Schedule				
	2 Axles <sup>A</sup>	3 Axles	4 Axles	5 Axles	6 Axles	2 Axles <sup>A</sup>	3 Axles	4 Axles	5 Axles	6 Axles
<b>S.R. 528</b>										
Boggy Crk Rd./McCoy Rd. <sup>B</sup>	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Conway Rd./Tradeport Dr. <sup>B</sup>	1.09	1.09	1.09	1.09	1.09	1.25	1.25	1.25	1.25	1.25
Beachline Main Plaza	0.87	1.71	2.00	2.55	2.55	1.00	1.75	2.00	2.75	2.75
International Corporate Park	0.59	0.59	0.59	0.59	0.59	0.75	0.75	0.75	0.75	0.75
Dallas Blvd.	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Dallas Main Plaza <sup>C</sup>	0.50	0.75	1.00	1.00	1.00	0.50	0.75	1.00	1.00	1.00
<b>S.R. 408</b>										
Good Homes Road	0.28	0.28	0.28	0.28	0.28	0.50	0.50	0.50	0.50	0.50
Hiawasse Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Hiawasse Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Pine Hills Main Plaza	1.09	1.64	1.91	2.46	2.46	1.25	1.75	2.00	2.50	2.50
Old Winter Garden Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
John Young Pkwy (S.R. 423)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Orange Blossom Trail	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Mills Avenue	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Bumby Avenue	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Conway Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Andes/Semoran Blvd.	1.09	1.09	1.09	1.09	1.09	1.25	1.25	1.25	1.25	1.25
Conway Main Plaza	1.09	1.64	1.91	2.46	2.46	1.25	1.75	2.00	2.50	2.50
Semoran Blvd. (S.R. 436)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Dean Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Dean Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Rouse Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
<b>S.R. 417</b>										
John Young Main Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
John Young Pkwy (S.R. 423)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Orange Blossom Trail	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Landstar Blvd.	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Boggy Creek Main Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
S. Access Rd./Int'l Airport	1.09	1.09	1.09	1.09	1.09	1.25	1.25	1.25	1.25	1.25
Boggy Creek Road	1.09	1.09	1.09	1.09	1.09	1.25	1.25	1.25	1.25	1.25
Lake Nona Blvd.	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Narcoossee Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Moss Park Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Innovation Way	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Lee Vista Blvd.	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Curry Ford Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Curry Ford Road (S.R. 552)	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Colonial Drive (S.R. 50)	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
University Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
University Blvd.	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
<b>S.R.429</b>										
Schofield Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
New Independence Parkway	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Independence Mainline Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
C.R. 535	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
S.R. 438	0.28	0.28	0.28	0.28	0.28	0.50	0.50	0.50	0.50	0.50
West Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Forest Lake Main Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
C.R. 437A	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
<b>S.R.414</b>										
Coral Hills Main Plaza	1.09	1.64	2.18	2.73	2.73	1.25	1.75	2.25	2.75	2.75
Keene Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Hiawasse Road	0.28	0.28	0.28	0.28	0.28	0.50	0.50	0.50	0.50	0.50

A - Includes motorcycles.

B - The Airport Mainline Toll Plaza was demolished in Fiscal Year 2016 and tolls are now being collected at the FTE plaza and passed to CFX. Also in Fiscal Year 2016 Boggy Creek/McCoy Road and Conway Road/Tradeport Drive ramps were opened to collect from traffic getting on and off that location as well.

C - The toll listed for this plaza includes the toll collected for FDOT, which is \$0.26 for transponder transactions or \$0.50 for cash transactions regardless of the number of axles.

## **E-PASS Discounts**

The Bond Resolution provides that CFX may establish preferential toll rates based upon frequency, volume, time of day, distance traveled or method of payment, and that CFX may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided such action is recommended by an Independent Consultant and will not cause CFX to fail to comply with the rate covenant in the Bond Resolution.

In 1998, CFX began a program to offer discounts to frequent E-PASS customers of the System (the "Volume Discount Program"). The Volume Discount Program offers a 5% rebate to E-PASS customers with 40 or more transactions per month and a 10% rebate to customers with 80 or more transactions per month. While the E-PASS system is interoperable with SunPass, as well as LeeWay (Lee County), transactions on these systems do not apply towards the Volume Discount Program. In the first Fiscal Year of implementation, the discount totaled approximately \$0.7 million or approximately 0.7% of gross revenues of the System. In Fiscal Year 2015, the discount totaled \$13.2 million or approximately 3.7% of gross revenues of the System. This growth is indicative of a significant increase in E-PASS usage overall and the frequency of trips made by E-PASS customers. In Fiscal Year 2015, the E-PASS participation rate reached 81.3%, exceeding CFX's goal of 75% participation.

Beginning on May 1, 2016 (FY 2016), CFX implemented the E-PASS Customer Loyalty Discount Program (the "Loyalty Discount Program") to replace the previously described Volume Discount Program. The Loyalty Discount Program is a tiered program that provides toll discounts to E-PASS customers based on the number of transactions per transponder each month on the System. There is no enrollment process or monthly fee and all E-PASS customers are automatically eligible to participate in the Loyalty Discount Program. The Loyalty Discount Program offers a 10% rebate to E-PASS customers with 40 or more transactions per month and a 15% rebate to customers with 80 or more transactions per month. Only E-PASS customers are eligible for this discount.

Beginning in February 2016, CFX implemented a regional public school bus rebate program (the "School Bus Rebate Program"). The School Bus Rebate Program provides a 99% rebate for school buses from Brevard, Lake, Orange, Osceola, Polk Seminole and Volusia Counties using the System. Such 99% rebate will only be offered in months when actual toll revenue exceeds current revenue projections by more than 2%. See "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016 - 1.3.1 Discount Programs" in Appendix C hereto.

## **Toll Suspension**

State law permits the Governor to suspend tolls from time to time in the event of a State emergency. However, as part of its forecasting methodology, the revenue projections conducted by CDM Smith assume that no local, regional or national

emergency will arise which will abnormally restrict the use of motor vehicles or substantially alter economic activity or freedom of mobility. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein and "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016 - 1.6.3 Forecasting Assumptions" in Appendix C hereto.

### **Historical and Projected Revenues**

The System's toll revenues (less all discount programs and including recaptured unpaid toll notices) were \$350.9 million in Fiscal Year 2015 and are projected to increase to \$529.1 million by Fiscal Year 2025 and to \$669.5 million by Fiscal Year 2035. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein. For a more complete discussion of the historical and projected revenues and expenses of the System, a detailed description of the forecasting methodology as well as the assumptions upon which the Traffic Engineer has based its revenue projections, see "SYSTEM REVENUES" herein and "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016" in Appendix C hereto.

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## HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM

The following tables present historical and projected revenues, expenses and debt service coverage of the System. These tables should be reviewed in conjunction with the information contained under the caption "SYSTEM REVENUES" herein and in the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 attached hereto as Appendix C.

### Historical Total System Toll Revenues (Thousands)<sup>(1)</sup>

<b>Fiscal Year</b>	<b>SR 408</b>	<b>SR 528</b>	<b>SR 417</b>	<b>SR 429</b>	<b>SR 414<sup>(2)</sup></b>	<b>Discount Programs<sup>(3)</sup></b>	<b>Total System Toll Revenues Less E-PASS Discount</b>
2007	\$86,503	\$40,086	\$66,836	\$17,400	N/A	\$7,350	\$203,475
2008	86,093	40,167	68,491	19,049	N/A	7,853	205,947
2009 <sup>(4)</sup>	88,304	38,521	66,859	18,972	554	6,815	206,395
2010 <sup>(4)(5)</sup>	108,705	46,974	79,558	23,593	4,225	9,445	253,610
2011 <sup>(5)</sup>	110,020	48,824	80,892	24,562	5,180	9,466	260,012
2012 <sup>(5)</sup>	110,209	49,376	81,738	25,154	5,737	9,606	262,608
2013 <sup>(4)(5)</sup>	122,806	55,494	92,993	29,830	7,860	10,819	298,164
2014 <sup>(5)</sup>	129,425	57,480	100,585	34,022	9,343	11,722	319,133
2015	138,261	61,977	113,411	39,733	10,715	13,170	350,927
2016 <sup>(6)</sup>	146,538	68,772	133,270	47,285	12,410	18,951	389,274

<sup>(1)</sup> The "Total System Toll Revenues" figures only include toll revenues and do not include actual receipts from other non-toll revenue sources, interest revenues nor any revenues or costs associated with the Goldenrod Road Extension.

<sup>(2)</sup> SR 414 opened in February 2009 to electronic traffic and in May 2009 to cash traffic.

<sup>(3)</sup> Discount Programs. Prior to May 1, 2016, the Volume Discount Program provided a 5% discount to customers with at least 40 transactions per month and a 10% discount to customers with at least 80 transactions per month. On May 1, 2016, CFX replaced the Volume Discount Program with the Loyalty Discount Program which provides a 10% discount to customers with at least 40 transactions per month and a 15% discount to customers with at least 80 transactions per month. The 1-4 Ultimate Commuter Discount Program, instituted for a six-year period beginning in Fiscal Year 2016, provides an additional 5% discount to customers with 20 or more transactions per month on the CFX "beltway" facilities (SR 417, SR 429 and SR 414). This discount is only be offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. The Regional School Bus Discount Program, which began on February 1, 2016, provides a 99% discount to school buses in Orange, Brevard, Lake, Osceola, Polk, Seminole and Volusia Counties transporting students on official school business on CFX facilities. This discount is only be offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. See "SYSTEM REVENUES - E-PASS Discounts" herein.

<sup>(4)</sup> Under CFX's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009 and the second in Fiscal Year 2013.

<sup>(5)</sup> Total System Toll Revenues include recaptured unpaid toll notices and account adjustments, which adjustments occur throughout the Fiscal Year. The FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 and attached hereto as Appendix C only presents these effects on a System-wide basis. Accordingly, the toll revenues presented by facility shown in this table may differ from those shown in such Annual Report.

<sup>(6)</sup> Unaudited numbers.

Numbers may not add due to rounding.

Source: CFX.

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## Historical System Operating, Maintenance and Administrative Expenses (Millions)

<b>Fiscal Year</b>	<b>Operating Expenses<sup>(1)</sup></b>	<b>Plus Maintenance Expenses</b>	<b>Plus Administrative Expenses</b>	<b>Less Department Participation</b>	<b>Total Net Expenses<sup>(2)</sup></b>
2007	\$33.8	\$12.5	\$5.9	\$9.9	\$42.3
2008	37.8	14.5	5.6	8.8	49.1
2009	34.3	13.7	5.3	8.3	45.0
2010	34.2	13.6	5.2	8.6	44.4
2011	35.6	13.7	5.3	7.4	47.2
2012	35.4	12.4	5.6	2.5	50.9
2013	36.7	13.6	5.5	2.7	53.1
2014	38.3	14.3	5.1	8.5	49.2
2015	40.3	14.4	5.6	8.7	51.6
2016 <sup>(3)</sup>	41.0	13.7	7.2	8.7	53.2

<sup>(1)</sup> Does not include depreciation, preservation or expenses listed as "other."

<sup>(2)</sup> Total sum of Operating Expenses, Maintenance Expenses and Administrative Expenses, less Department participation.

<sup>(3)</sup> Unaudited numbers.

Numbers may not add due to rounding.

Source: CFX.

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### Historical Debt Service Ratio (Thousands)

Fiscal Year	Operating Revenues <sup>(1)</sup>	Plus Interest Revenues	Less Operations, Maintenance & Administration Expense	Plus Advances from Department for Operations and Maintenance <sup>(2)</sup>	Less Deposits into Operations, Maintenance & Administration Reserve	Net Revenues Available for Debt Service	Net Revenues Available for Debt Service Including Supplemental Payments <sup>(3)</sup>	Total Debt Service	Debt Service Ratio of Net Revenues to Debt Service	Debt Service Ratio of Net Revenues and Supplemental Payments to Debt Service <sup>(3)</sup>
2007	\$206,680	\$23,022	\$52,206	\$9,871	\$574	\$186,793	\$195,533	\$100,462	1.86	1.95
2008	209,046	25,191	57,803	8,812	-	185,246	193,986	121,664	1.52	1.59
2009	208,806	10,697	53,292	8,340	-	174,551	182,760	110,248	1.58	1.66
2010	256,047	4,101	52,988	8,616	-	215,776	224,051	119,935	1.80	1.87
2011	263,439	5,259	54,565	7,372	69	221,436	229,710	132,998	1.66	1.73
2012	266,642	4,311	53,373	2,494	118	219,956	228,179	145,679	1.51	1.57
2013	303,647	2,162	55,839	2,771	367	252,374	260,708	131,957	1.91	1.98
2014	325,604	1,594	57,642	8,507	303	277,760	286,325	139,498	1.99	2.05
2015	359,185	1,970	60,292	8,663	1,295	308,231	317,319	140,047	2.20	2.27
2016 <sup>(4)</sup>	399,046	3,722	63,821	8,769	972	346,744	356,141	142,163	2.44	2.51

<sup>(1)</sup> The "Operating Revenues" figures reflect toll revenues plus actual receipts from other non-toll revenue sources, less the E-PASS discount; however, these figures do not include interest revenues or any revenues or costs associated with the Goldenrod Road Extension.

<sup>(2)</sup> Commencing in Fiscal Year 2014, such advances are returned to the Department within 60 days of receipt.

<sup>(3)</sup> Since the County Interlocal Agreement Payments are Supplemental Payments currently pledged only to the Series 1990 Bonds and were available to pay debt service only on such Series of Bonds, these calculations only apply to the Series 1990 Bonds.

<sup>(4)</sup> Unaudited numbers.

Source: CFX.

### Projected Total System Toll Revenues (Millions)<sup>(1)</sup>

Fiscal Year	System Toll Revenues	Revenue Recaptured from UTN <sup>(3)</sup>	Total System Toll Revenues	Discount Programs <sup>(4)</sup>	System Toll Revenues Available	Percent Annual Change
2016 <sup>(1)</sup>	\$383.6	11.5	\$395.1	\$21.0	\$374.1	6.6%
2017	403.4	12.0	415.4	23.3	392.1	4.8
2018 <sup>(2)</sup>	439.4	12.9	452.3	26.5	425.8	8.6
2019	451.5	13.1	464.6	28.0	436.6	2.5
2020	462.5	13.3	475.8	29.4	446.4	2.2
2021	473.5	13.5	487.0	30.8	456.2	2.2
2022	484.6	13.6	498.2	22.7	475.5	4.2
2023 <sup>(2)</sup>	518.0	14.4	532.4	24.9	507.5	6.7
2024	529.7	14.6	544.3	25.9	518.4	2.1
2025	541.4	14.7	556.1	27.0	529.1	2.1
2026	553.1	14.8	567.9	28.2	539.7	2.0
2027	564.8	15.0	579.8	29.3	550.5	2.0
2028 <sup>(2)</sup>	594.6	15.6	610.2	31.5	578.7	5.1
2029	606.7	15.7	622.4	32.8	589.6	1.9
2030	618.8	15.8	634.6	34.0	600.6	1.9
2031	631.0	15.9	646.9	35.3	611.6	1.8
2032	643.1	16.0	659.1	36.6	622.5	1.8
2033 <sup>(2)</sup>	672.0	16.5	688.5	39.0	649.5	4.3
2034	683.3	16.5	699.8	40.3	659.5	1.5
2035	694.6	16.6	711.2	41.7	669.5	1.5
2036	706.0	16.6	722.6	43.1	679.5	1.5
2037	717.3	16.7	734.0	44.5	689.5	1.5
2038 <sup>(2)</sup>	746.1	17.1	763.2	47.1	716.1	3.9
2039	758.2	17.1	775.3	48.6	726.7	1.5
2040	770.2	17.1	787.3	50.2	737.1	1.4
2041	782.3	17.2	799.5	51.7	747.8	1.5
2042	794.4	17.2	811.6	53.3	758.3	1.4
2043 <sup>(2)</sup>	818.9	17.4	836.3	55.0	781.3	3.0
2044	830.9	17.1	848.0	55.8	792.2	1.4
2045	843.0	17.1	860.1	56.6	803.5	1.4

<sup>(1)</sup> The amounts presented herein were obtained from the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 and attached hereto as Appendix C. Unaudited numbers for Fiscal Year 2016 are provided and discussed herein under the section entitled "MANAGEMENT DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS."

<sup>(2)</sup> System-wide toll rate increase.

<sup>(3)</sup> Unpaid Toll Notice. The revenue recaptured from the UTNs comprised 2.1% and 2.5% of the System Revenues less E-PASS discount in Fiscal Year 2013 and Fiscal Year 2014, respectively. From Fiscal Year 2015 through Fiscal Year 2044, the estimated revenue recaptured from the UTNs is assumed to comprise 2.4% declining to 1.94% of the System toll revenues Less the E-PASS Discount. Historical information comes from the 2014 CAFR.

<sup>(4)</sup> Discount Programs. The Loyalty Discount Program provides a 10% discount to customers with at least 40 transactions per month and a 15% discount to customers with at least 80 transactions per month. The I-4 Ultimate Commuter Discount Program, instituted for a six-year period beginning in Fiscal Year 2016, will provide an additional 5% discount to customers with 20 or more transactions per month on the CFX "beltway" facilities (SR 417, SR 429 and SR 414). This discount will only be offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. The Regional School Bus Discount Program, scheduled to begin February 1, 2016, will provide a 99% discount to school buses in Orange, Brevard, Lake, Osceola, Polk, Seminole and Volusia Counties transporting students on official school business on CFX facilities. This discount will only be offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. See "SYSTEM REVENUES - E-PASS Discounts" herein.

Source: FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016, attached hereto as Appendix C.

### Estimated Net Revenues Available for Debt Service (Millions)

<b>Fiscal Year</b>	<b>Projected Total System Toll Revenues Less Discount Programs<sup>(1)</sup></b>	<b>Plus Interest Income and Other System Revenues</b>	<b>Less Operations, Maintenance &amp; Administration Expense Less Advances from Department for Operations and Maintenance<sup>(2)</sup></b>	<b>Less Deposits into Operations, Maintenance &amp; Administration Reserve</b>	<b>Estimated Net Revenues Available for Debt Service</b>
2016 <sup>(1)</sup>	\$374.1	\$10.1	\$62.1	\$0.0	\$322.1
2017	392.0	9.2	67.1	0.3	333.8
2018 <sup>(3)</sup>	425.5	9.2	74.4	0.9	359.3
2019	436.4	9.4	77.3	0.4	368.1
2020	446.1	9.6	80.3	0.4	375.0
2021	456.2	9.8	83.4	0.4	381.9
2022	475.5	10.3	86.6	0.4	398.8
2023 <sup>(3)</sup>	507.4	10.5	89.9	0.5	427.5
2024	518.3	10.8	93.4	0.5	435.1
2025	529.0	10.9	97.1	0.5	442.4

<sup>(1)</sup> The "Projected Total System Toll Revenues Less Discount Programs" numbers were obtained from the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 and attached hereto as Appendix C. Unaudited numbers for Fiscal Year 2016 are provided and discussed herein under the section entitled "MANAGEMENT DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS."

<sup>(2)</sup> Assumes advances from the Department for Operations and Maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement and the Interagency Agreement. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein.

<sup>(3)</sup> Under CFX's current toll policy, toll increases are scheduled in these years.

Source: CFX, Public Financial Management, Inc. and National Minority Consultants, Inc., except for "Projected Total System Toll Revenues Discount Programs" figures which are obtained from the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 attached hereto as Appendix C.

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### Estimated Debt Service Coverage Ratio (Millions)

Year Ending June 30	Estimated Net Revenues Available for Debt Service <sup>(1)</sup>	Total Aggregate Debt Service <sup>(2)</sup>	Less Debt Service Reserve and Sinking Fund Interest Earnings	Net Aggregate Debt Service <sup>(3)</sup>	Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service <sup>(4)</sup>
2016 <sup>(1)</sup>	\$322.1	\$139.09	\$0.4	\$138.68	2.32x
2017	333.8	179.29	0.5	178.8	1.87x
2018 <sup>(5)</sup>	359.3	186.72	0.5	186.2	1.93x
2019	368.1	185.97	0.6	185.4	1.99x
2020	375.0	184.67	0.6	184.1	2.04x
2021	381.9	185.60	0.6	185.1	2.06x
2022	398.8	183.84	0.6	183.3	2.18x
2023 <sup>(5)</sup>	427.5	183.61	0.6	183.1	2.34x
2024	435.1	183.38	0.6	182.8	2.38x
2025	442.4	206.75	0.6	206.2	2.15x

<sup>(1)</sup> The "Estimated Net Revenues Available for Debt Service" numbers were obtained from the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 and attached hereto as Appendix C. Unaudited figures for Fiscal Year 2016 are provided and discussed herein under the section entitled "MANAGEMENT DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS."

<sup>(2)</sup> Estimated debt service on the Outstanding Parity Bonds, including the Series 2008B Bonds, which is net of ongoing expenses such as Bond Credit Facility fees, letter of credit fees, and remarketing fees, where applicable, as the same are not included as part of debt service under the Bond Resolution. Debt service on the Series 2008B Bonds has been calculated based upon the fixed rate provided in the Interest Rate Swap Agreements relating to each such Series of Bonds plus any applicable spreads for sub-series currently in a direct purchase mode for the duration of the current facility. The Series 2008B Bonds are assumed to revert to a letter of credit backed mode at the expiration of the current direct purchase modes. Debt service on the Series 2008B-1 Bonds includes an assumed spread of 55 basis points through May 7, 2020. Debt service on the Series 2008B-2 Bonds includes an assumed spread of 58 basis points through July 30, 2018. Debt service on the Series 2008B-3 Bonds and the Series 2008B-4 Bonds includes an assumed spread of 53.5 basis points through September 10, 2019. Assumes two future issuances of Parity Bonds in FY 2017 in an approximate par amount of \$195,000,000 with a final maturity of 2046 at an estimated average coupon of 5.0%, and in FY 2018 in an approximate par amount of \$105,000,000 with a final maturity of 2047 and an estimated average coupon of 5.4%. The future issuances are based on CFX's current approved work plan. CFX updates the Five Year Work Plan annually and will plan according to the 1.60x coverage planning target per the Debt Policy. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS - Capital Planning Methodology" herein.

<sup>(3)</sup> Net Aggregate Debt Service is computed by subtracting the Debt Service Reserve and Sinking Fund Interest Earnings from the Total Aggregate Debt Service.

<sup>(4)</sup> Debt Service Ratio is computed by dividing the Net Aggregate Debt Service into the Estimated Net Revenues Available for Debt Service.

<sup>(5)</sup> Under CFX's current toll policy, toll increases are scheduled in these years.

Source: CFX, except for (i) "Estimated Net Revenue Available for Debt Service" figures were obtained from the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 attached hereto as Appendix C and (ii) "Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service" and "Debt Service Ratio of Net Revenues Available for Debt Service plus Supplemental Payments to Debt Service" figures which were prepared by Public Financial Management, Inc. and National Minority Consultants, Inc. and approved by CFX

## **MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS**

For an overview and analysis of the financial activities of CFX for the Fiscal Years 2015 and 2014, see "Management's Discussion and Analysis" in the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F.

Unaudited Fiscal Year 2016. As of June 30, 2016, unaudited total system toll revenues less all discount programs equaled approximately \$389,274,000, representing an increase of approximately 11% from the prior Fiscal Year. Unaudited total system operating, maintenance and administrative expenses for the same time period equaled approximately \$53,200,000, representing an increase of approximately 3% from the prior Fiscal Year. As such, the unaudited net revenues available for debt service for Fiscal Year 2016 equaled approximately [\$346,744,000], representing an increase of approximately 11% from the prior Fiscal Year.

Liquidity Position. As of [June 30][July 31], 2016, CFX had \$359,109,091 in unrestricted funds, \$108,132,409 in restricted funds and \$207,032,975 in reserves, excluding CFX's debt service reserve funds but including the internal discretionary reserve which, as of the date of this Official Statement, is set at \$160 million. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Termination Risk" herein.

Status of Variable Rate Demand Bonds. During Fiscal Year 2008 and 2009, the bond insurance and banking industries experienced a number of unexpected events, including ratings downgrades of several banks and bond insurers. These events caused significant disruption in the variable rate demand bond market. CFX previously issued several series of variable rate demand bonds and simultaneously entered into interest rate exchange agreements requiring CFX to pay a fixed rate and the counterparties to pay the SIFMA Index. Specifically because of the rating downgrades of three of CFX's credit facility providers, Ambac, Financial Security Assurance Inc. (now known as Assured Guaranty Municipal Corp) and SunTrust Bank, during Fiscal Years 2008 and 2009 CFX experienced remarketing rates greater than the SIFMA Index. This resulted in higher than budgeted debt service on CFX's variable rate bonds. Throughout this credit crisis, CFX carefully monitored these developments and the financial impacts thereof and evaluated relevant alternatives on an on-going basis. Several strategies were successfully implemented to reduce the remarketing rates on CFX's variable rate demand debt. Over the last several years, CFX successfully reduced its variable rate demand debt exposure to approximately \$498 million, through the issuance of the fixed rate Series 2012 Bonds, Series 2013A Bonds, Series 2013B Bonds and Series 2013C Bonds for purposes of refunding the variable rate Series 2003B Bonds, Series 2003C Bonds and Series 2003D Bonds, and the optional termination of the 2003C Swaps and Series 2003D Swap. All of the \$498 million of variable rate debt is privately placed, SIFMA-based variable rate debt

not supported by a liquidity facility and/or a credit facility. During such time, the notional amount of CFX's outstanding interest rate exchange agreements was reduced from approximately \$999 million to approximately \$497 million. Given the current low interest rate environment CFX continues to monitor opportunities to refund all or a portion of its outstanding variable rate demand debt and optionally terminate all or a portion of its outstanding interest rate exchange agreements. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein and Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F.

## **LITIGATION**

There is not now any litigation pending or, to the knowledge of CFX, threatened, which if successful would affect the validity of the Series 2016 Bonds or the proceedings and authority under which they are to be issued. In addition to the actions described below, CFX, from time to time, engages in routine litigation the outcome of which is not expected to have any material adverse effect on the issuance and delivery of the Series 2016 Bonds or the financial condition of CFX.

### **Eminent Domain**

CFX has acquired property for the Wekiva Parkway (SR 429) through voluntary acquisitions and involuntary acquisitions, which require the filing of a petition in eminent domain, the deposit of a good faith estimate of value, and the determination of full compensation, including compensation for the property taken, attorney's fees, expert fees, costs, and relocation expenses. Certain of the acquisitions are being disputed by the property owners. In some cases, the difference between what is being offered and what the owner is asking is significant. CFX is also in the process of acquiring property for the SR 417/SR 528 ramp improvements. CFX does not believe that payment of compensation for the aforementioned acquisitions will materially adversely affect its financial position.

### **Class Action**

On January 5, 2015, Tropical Trailer Leasing LLC, a management company, and eight of its affiliates, who own and lease fleets of chassis and semitrailers, all of whom are based in Miami-Dade County, Florida (collectively, the "Plaintiffs"), filed an amended class action complaint against CFX and the Executive Director in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, arising from tolls charged to the owners of trailers or semitrailers that are towed by third party drivers, who use CFX toll roads without paying the required tolls. The class action complaint seeks injunctive relief, declaratory relief and damages under several theories, including injunctive and declaratory relief under common law, damages under Article I, § 18 of the

Florida Constitution, and relief under the federal civil rights statute codified in 42 USC § 1983 ("Section 1983"). For declaratory and injunctive relief, Plaintiffs request that CFX should be enjoined from issuing citations or notices of toll violation to Plaintiffs or other class members and that the Court should declare that the Plaintiffs should not be charged with the payment of tolls or registration holds when the Plaintiffs' trailers are towed by third parties.

On September 17, 2015, and again on November 30, 2015, the trial court dismissed with prejudice the Section 1983 claims, but denied the motion to dismiss as to the remaining claims. Plaintiffs appealed the dismissal of the Section 1983 claims, but then dismissed this appeal, which was accepted by the appellate court on June 8, 2016.

By Order dated February 2, 2016, the trial court granted Plaintiffs' motion for class certification and certified the lawsuit as a class action, but narrowed the class to "all owners of a trailer or semitrailer or chassis who within the four years preceding the filing of this lawsuit were charged a highway toll by CFX . . . because the driver or owner of the differently owned motorized vehicle towing the trailer or semitrailer or chassis failed to immediately pay the applicable toll." Both CFX and the Plaintiffs appealed the order certifying the class. The trial court stayed the case pending the class certification appeal.

The appeal has been fully briefed and the parties await the appellate court's decision. While CFX cannot currently quantify the potential liability arising from this complaint, CFX believes that it will prevail and will continue to vigorously contest the allegations against it.

## **LIMITATION AND ENFORCEABILITY OF REMEDIES**

The remedies available to owners of the Series 2016 Bonds upon an Event of Default under the Bond Resolution are limited to the institution of an action for specific performance in a writ of mandamus or other suit, action or proceeding compelling and requiring CFX and its officers to observe and perform any covenant, condition or obligation prescribed in the Bond Resolution, including the fixing, charging and collecting of rates, fees or other charges for the services and facilities of the System. The remedies provided with respect to the Series 2016 Bonds under the Bond Resolution are in many respects dependent upon statutory, regulatory provisions (including the federal bankruptcy code) and judicial decisions which are often subject to discretion and delay and therefor may not be readily available or may be limited. The various legal opinions delivered or to be delivered concurrently with the delivery of the Series 2016 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. See "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.



## **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Section 517.051, Florida Statutes and the regulations promulgated thereunder require that CFX make full and fair disclosure of any bonds or other debt obligations of such entities that have been in default as to payment of principal or interest at any time after December 31, 1975. CFX is not presently and, since December 31, 1975, has not been in default as to payment of principal or interest on any bonds or other debt obligations.

## **CONTINUING DISCLOSURE**

In order to assist the Underwriters in complying with Rule 15c2-12(b)(5) of the SEC promulgated pursuant to the Securities Exchange Act of 1934 (the "Rule"), CFX will enter into a Continuing Disclosure Agreement dated the date of delivery (the "Continuing Disclosure Agreement") which is attached hereto as "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT," for the benefit of the Holders (as defined in the Continuing Disclosure Agreement) of the Series 2016 Bonds. Under the Continuing Disclosure Agreement, CFX, as an "obligated person" under the Rule and, initially, the sole obligated person under the Continuing Disclosure Agreement, will provide certain financial information and operating data (the "Annual Report") relating to CFX and notices of the occurrence of certain enumerated events with respect to the Series 2016 Bonds.

The Annual Report, and notices of the occurrence of certain enumerated events, will be filed by or on behalf of CFX to the centralized information repository developed and operated by the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access system ("EMMA"), in an electronic format prescribed by the MSRB. The nature of the information to be provided in the Annual Report and the notices of such enumerated events is set forth in "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Continuing Disclosure Agreement further provides that a default under the Continuing Disclosure Agreement shall not constitute an Event of Default under the Bond Resolution.

[CFX did not timely post a defeasance notice relating to the Series 2007A Bonds which were refunded by the Series 2016A Bonds. However, CFX did timely file a copy of the Escrow Deposit Agreement related to such defeasance. Accordingly, CFX does not believe such late filing of the defeasance notice materially affected its Bondholders. Within the last five years, CFX has not failed in any material respect to comply with any previous continuing disclosure commitments or undertakings with respect to issued obligations.]

## UNDERWRITING

The Series 2016B Bonds are being purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of itself, and as representative of the Underwriters listed on the cover page of this Official Statement (collectively, the "Underwriters"). The Underwriters have agreed to purchase the Series 2016B Bonds at a price of \$\_\_\_\_\_ (representing the principal amount of \$\_\_\_\_\_ plus bond premium of \$\_\_\_\_\_, less an Underwriters' discount of \$\_\_\_\_\_).

The Series 2016C Bonds are being purchased by the Underwriters. The Underwriters have agreed to purchase the Series 2016C Bonds at a price of \$\_\_\_\_\_ (representing the principal amount of \$\_\_\_\_\_ plus bond premium of \$\_\_\_\_\_, less an Underwriters' discount of \$\_\_\_\_\_).

The prices and other terms with respect to the offering and sale of the Series 2016 Bonds may be changed from time to time by the Underwriters after such Series 2016 Bonds are released for sale, and the Series 2016 Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Series 2016 Bonds into investment accounts.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. In the various course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

## RATINGS

The Series 2016 Bonds have been assigned a rating of "[A]" (outlook positive) from S&P, "[A2]" (outlook stable) from Moody's and "[A]" (outlook stable) from Fitch. Such ratings express only the views of S&P, Moody's and Fitch (collectively, the "Rating

Agencies"). An explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the same. There is no assurance that any rating will be maintained for any given period of time or that it will not be revised downward or withdrawn entirely by the Rating Agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the Series 2016 Bonds. CFX undertakes no responsibility to oppose any such revision or withdrawal.

## **TAX MATTERS**

### **[TO BE REVIEWED BY BOND COUNSEL]**

In the opinion of Bond Counsel, interest on the Series 2016 Bonds is excluded from gross income and is not a specific item of tax preference for federal income tax purposes under existing statutes, regulations, rulings and court decisions. However, interest on the Series 2016 Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations pursuant to the Code. Failure by CFX to comply subsequently to the issuance of the Series 2016 Bonds with certain requirements of the Code, regarding the use, expenditure and investment of the proceeds of the Series 2016 Bonds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2016 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. CFX has covenanted in the Bond Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2016 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

### **Internal Revenue Code of 1986**

The Code contains a number of provisions that apply to the Series 2016 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2016 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2016 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2016 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

### **Collateral Tax Consequences**

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of

interest on, or disposition of, the Series 2016 Bonds. Prospective purchasers of Series 2016 Bonds should be aware that the ownership of Series 2016 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2016 Bonds may result in collateral tax consequences to various types of corporations relating to: (1) denial of interest deduction to purchase or carry such Series 2016 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2016 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2016 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

**PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2016 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.**

#### **Other Tax Matters**

INTEREST ON THE SERIES 2016 BONDS MAY BE SUBJECT TO STATE OR LOCAL INCOME TAXATION UNDER APPLICABLE STATE OR LOCAL LAWS IN OTHER JURISDICTIONS. PURCHASERS OF THE SERIES 2016 BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE INCOME TAX STATUS OF INTEREST ON THE SERIES 2016 BONDS IN THEIR PARTICULAR STATE OR LOCAL JURISDICTIONS.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered or would alter certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2016 Bonds. In some cases, these proposals have contained provisions that altered or would alter these consequences on a retroactive basis. Such proposals may have affected or may affect the market value of obligations such as the Series 2016 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2016 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2016 Bonds.

#### **Tax Treatment of Bond Premium**

The difference between the stated principal amount of the Series 2016 Bonds and the initial offering prices to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Series 2016 Bonds of the same maturity was sold

constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Non-Callable Premium Series 2016 Bond and to the first call date in the case of the Callable Premium Series 2016 Bonds. For purposes of determining gain or loss on the sale or other disposition of a Premium Series 2016 Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Series 2016 Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Series 2016 Bonds. Owners of the Premium Series 2016 Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Series 2016 Bonds.

## **LEGAL MATTERS**

Certain legal matters incident to the validity of the Series 2016 Bonds and the issuance thereof by CFX are subject to the approval of Broad and Cassel, Orlando, Florida, Bond Counsel. The proposed form of the opinion of Bond Counsel is attached hereto as Appendix G. Certain legal matters will be passed upon by the General Counsel to CFX, Joseph Passiatore, Esq., Orlando, Florida. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel for CFX. Certain legal matters in connection with the Series 2016 Bonds will be passed upon for the Underwriters by Foley & Lardner LLP, Orlando, Florida, counsel to the Underwriters.

## **VERIFICATION OF MATHEMATICAL COMPUTATIONS**

The Verification Agent, a firm of independent public accountants, will deliver to CFX, on or before the Preliminary Closing Date, its verification report indicating that it has verified, in accordance with attestation standards established by the American Institute of Certified Public Accountants, the mathematical accuracy of the mathematical computations of the adequacy of the amounts to be deposited in the Escrow Deposit Trust Funds to be held by the Escrow Agent to pay all the principal of, accrued interest and premium, if any, on the Refunded Bonds through their redemption dates or maturities as appropriate.

The verification performed by the Verification Agent will be solely based upon data, information and documents provided to the Verification Agent by the Co-Financial Advisors on behalf of CFX. The Verification Agent has restricted its procedures to recalculating the computations provided by CFX and its representatives and has not evaluated or examined the assumptions or information used in the computations.

## **PROFESSIONAL CONSULTANTS**

### **Co-Financial Advisor**

Public Financial Management, Inc., Orlando, Florida and National Minority Consultants, Inc., Orlando, Florida serve as Co-Financial Advisors to CFX. The Co-Financial Advisors assisted CFX in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2016 Bonds, and provided other advice. However, the Co-Financial Advisors, with the exception of the sections herein regarding "SYSTEM FINANCING - Estimated Annual Debt Service," and "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Estimated Debt Service Coverage Ratio," have not been engaged and are not obligated to undertake, and have not undertaken to make, independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement. The Co-Financial Advisors did not participate in the underwriting of the Series 2016 Bonds.

### **Independent Auditors**

The financial statements of CFX for the Fiscal Years ended June 30, 2015 and June 30, 2014 attached hereto as Appendix F have been audited by Moore Stephens Lovelace P.A., independent auditors, as stated in their report appearing in Appendix F attached hereto. Moore Stephens Lovelace P.A. has not examined, compiled or applied agreed-upon procedures to the projected and/or forecasted data contained herein and, therefore, assumes no responsibility for such data.

### **Engineers**

CDM Smith serves as CFX's Traffic Engineer. See "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016" attached hereto as Appendix C.

## **CONTINGENT FEES**

Payment of the fees of Bond Counsel, Disclosure Counsel and the Co-Financial Advisor and the payment of a discount to the Underwriters are each contingent upon the issuance and sale of the Series 2016 Bonds.

## **VALIDATION**

The Series 2016 Bonds represent a portion of the \$2,000,000,000 State of Florida, Orlando-Orange County Expressway Authority Revenue Bonds that have been validated by Final Judgment of the Circuit Court of the Ninth Judicial Circuit of Florida, Orlando,

Orange County, Florida, on September 20, 2002; the time for filing an appeal has expired with no appeal having been filed.

### **FORWARD-LOOKING STATEMENTS**

The statements contained in this Official Statement, and in any other information provided by CFX, that are not purely historical, are forward-looking statements, including statements regarding CFX's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to CFX on the date hereof, and CFX assumes no obligation to update any such forward-looking statements. It is important to note that CFX's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of CFX. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

### **MISCELLANEOUS**

This Official Statement is not to be construed as a contract with the purchasers of the Series 2016 Bonds. The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters relating to the Series 2016 Bonds, the security for the payment of the Series 2016 Bonds and the rights and obligations of the owners of the Series 2016 Bonds. The information and expressions of opinion in this Official Statement are subject to change without notice and neither the delivery of this Official Statement nor any sale made shall under any circumstances create any implication that there has been no change in the matters referred to in this Official Statement since its date.

So far as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of the opinions or estimates will be realized.



**AUTHORIZATION OF AND CERTIFICATION  
CONCERNING OFFICIAL STATEMENT**

This Official Statement has been authorized and approved by CFX. Upon the delivery of the Series 2016 Bonds, the undersigned will furnish a certificate to the effect that this Official Statement did not as of its date, and does not contain any untrue statement of a material fact or omit to state a material fact which should be included herein for the purpose for which this Official Statement is to be used, or which is necessary in order to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

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

By: \_\_\_\_\_  
Executive Director

## **APPENDIX A**

### **AMENDED AND RESTATED MASTER BOND RESOLUTION**

## **APPENDIX B**

### **TWENTY-FIRST SUPPLEMENTAL RESOLUTION**

## **APPENDIX C**

### **FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016**

## **APPENDIX D**

### **LEASE-PURCHASE AGREEMENT**

## **APPENDIX E**

### **FORM OF CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX F**

**AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR  
ENDED JUNE 30, 2015 AND JUNE 30, 2014**

## **APPENDIX G**

### **FORM OF OPINION OF BOND COUNSEL**



**CONTINUING DISCLOSURE AGREEMENT**

**by and between**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**and**

**DIGITAL ASSURANCE CERTIFICATION, L.L.C.**

**relating to:**

<b>\$ _____ *</b>	<b>\$ _____ *</b>
<b>CENTRAL FLORIDA</b>	<b>CENTRAL FLORIDA</b>
<b>EXPRESSWAY AUTHORITY</b>	<b>EXPRESSWAY AUTHORITY</b>
<b>SENIOR LIEN</b>	<b>SENIOR LIEN</b>
<b>REFUNDING REVENUE BONDS, SERIES 2016B</b>	<b>REFUNDING REVENUE BONDS, SERIES 2016C</b>

**DATED \_\_\_\_\_, 2016**

## **CONTINUING DISCLOSURE AGREEMENT**

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement"), dated \_\_\_\_\_, 2016, is executed and delivered by the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")** and **DIGITAL ASSURANCE CERTIFICATION, L.L.C.**, and any successor disclosure dissemination agent serving hereunder pursuant to Section 10 hereof as Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC").

### **RECITALS:**

A. Contemporaneously with the execution and delivery of this Disclosure Agreement, CFX issued its Senior Lien Refunding Revenue Bonds, Series 2016B (the "Series 2016B Bonds") and its Senior Lien Refunding Revenue Bonds, Series 2016C (the "Series 2016C Bonds," and together with the Series 2016B Bonds, the "Series 2016 Bonds"), pursuant to that certain Amended and Restated Master Bond Resolution adopted by the Issuer on February 3, 2003 (the "Master Bond Resolution"), as supplemented by the Twenty-First Supplemental Revenue Bond Resolution Authorizing the Issuance of Refunding Revenue Bonds (Multiple Series) adopted by CFX on [September 8], 2016, (the "Twenty-First Supplemental Resolution" and together with Master Bond Resolution, the "Bond Resolution").

B. CFX has authorized the preparation and distribution of the Preliminary Official Statement dated September \_\_, 2016 with respect to the Series 2016 Bonds (the "Preliminary Official Statement").

C. Upon the initial sale of the Series 2016 Bonds to the underwriter(s) named in the hereinafter referenced Official Statement (collectively, the "Underwriters"), CFX authorized the preparation and use of the Official Statement dated \_\_\_\_\_, 2016 with respect to the Series 2016 Bonds (the "Official Statement").

D. As a condition precedent to the initial purchase of the Series 2016 Bonds by the Underwriters in accordance with the bond purchase agreement and in compliance with the Underwriters' obligations under the Rule (as defined herein), CFX has agreed to undertake certain disclosure obligations with respect to the Series 2016 Bonds for the benefit of the Holders (hereinafter defined) as specified hereunder on an ongoing basis during the term hereof and has agreed to retain the Disclosure Dissemination Agent to perform certain disclosure dissemination tasks as provided for herein on its behalf.

**NOW THEREFORE**, in consideration of the purchase of the Series 2016 Bonds by the Underwriters and the mutual promises and agreements made herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, CFX and the Disclosure Dissemination Agent do hereby certify and agree as follows:

**SECTION 1. Incorporation of Recitals.** The above recitals are true and correct and are incorporated into and made a part hereof.

**SECTION 2. Definitions.** Capitalized terms used, but not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Bond Resolution or the Official Statement, as applicable. In addition to the terms defined elsewhere herein, the following capitalized terms shall have the following meanings for the purposes of this Disclosure Agreement:

**"Annual Report"** means an Annual Report described in and consistent with Section 4 of this Disclosure Agreement.

**"Annual Filing Date"** means the date, set in Sections 3(a) and 3(f) hereof, by which the Annual Report is to be filed with the Repositories.

**"Annual Financial Information"** means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

**"Audited Financial Statements"** means the General Purpose Financial Statements for CFX prepared in accordance with GAAP (as defined herein) for the prior Fiscal Year, certified by an independent auditor and specified in Section 4(b) of this Disclosure Agreement.

**"Business Day"** means a day other than a Saturday or a Sunday or a day on which banks in Florida are authorized or required by law to close.

**"Certification"** means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to each Repository under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by CFX and include the full name of the Series 2016 Bonds and, to the best of its knowledge, the 9-digit CUSIP numbers for all Series 2016 Bonds to which the document applies.

**"Disclosure Representative"** means the Chief Financial Officer of CFX or her designee, or such other person as CFX shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

**"Disclosure Dissemination Agent"** means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any

successor Disclosure Dissemination Agent designated in writing by CFX pursuant to Section 10 hereof.

**"EMMA"** means the MSRB's Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule. Further information regarding EMMA can be retrieved by visiting the web site <http://emma.msrb.org/>.

**"Fiscal Year"** means the fiscal year of CFX, which currently is the twelve-month period beginning July 1 and ending on June 30 of the following year, or any such other twelve month period designated by CFX, from time to time, to be its fiscal year.

**"GAAP"** means generally accepted accounting principles promulgated by the Government and Financial Accounting Standards Boards as in effect from time to time in the United States.

**"Holder"** means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016 Bonds (including persons holding Series 2016 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2016 Bonds for federal income tax purposes.

**"Information"** means the Annual Financial Information, the Audited Financial Statements (if any), the Notice Event notices and the Voluntary Reports.

**"MSRB"** means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

**"Notice Event"** means an event listed in Section 5(a) of this Disclosure Agreement.

**"Obligated Person"** means CFX and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2016 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). CFX confirms that currently it is the only Obligated Person.

**"Repository"** or **"NRMSIR"** means any Nationally Recognized Municipal Securities Information Repository recognized for purposes of the Rule and the MSRB, as reflected on the website of the SEC at [www.sec.gov](http://www.sec.gov). Currently, the sole Repository is the MSRB, through the operation of EMMA.

**"Rule"** means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

**"SEC"** means the United States Securities and Exchange Commission.

**"State"** means the State of Florida.

**"Voluntary Report"** means the information provided to the Disclosure Dissemination Agent by CFX pursuant to Section 8.

### **SECTION 3. Provision of Annual Reports.**

(a) CFX shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each Repository not later than March 31 after the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2017. If March 31 falls on a weekend, the Annual Report will be due the first Business Day thereafter. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement.

(b) If the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification by 12:00 p.m. Eastern time on the Annual Filing Date, the Disclosure Dissemination Agent shall contact the Disclosure Representative by e-mail and telephone to remind CFX of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification or (ii) instruct the Disclosure Dissemination Agent in writing that CFX will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that an event as described in Section 3(e)(iii)(15) has occurred and to immediately send a notice to each Repository in substantially the form attached as Exhibit A.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a non-Business Day, then the first Business Day thereafter) for the Annual Report, an event described in Section 3(e)(iii)(15) shall have occurred and CFX irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit B.

(d) If the Audited Financial Statements of CFX are prepared but not available prior to the Annual Filing Date, CFX shall, when the Audited Financial Statements are

available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with each Repository.

(e) The Disclosure Dissemination Agent shall:

(i) upon receipt, promptly file each Annual Report received under Section 3(a) with each Repository;

(ii) upon receipt, promptly file each Audited Financial Statement received under Section 3(d) with each Repository;

(iii) upon receipt, promptly file the text of each disclosure to be made with each Repository together with a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit B, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. "Principal and interest payment delinquencies," pursuant to Sections 5(c) and 5(a)(1) hereof;

2. "Non-Payment related defaults," pursuant to Sections 5(c) and 5(a)(2) hereof;

3. "Unscheduled draws on debt service reserves reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(3) hereof;

4. "Unscheduled draws on credit enhancements reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(4) hereof;

5. "Substitution of credit or liquidity providers, or their failure to perform," pursuant to Sections 5(c) and 5(a)(5) hereof;

6. "Adverse tax opinions or events adversely affecting the tax-exempt status of the Series 2016 Bonds," pursuant to Sections 5(c) and 5(a)(6) hereof;

7. "Modifications to rights of securities Holders," pursuant to Sections 5(c) and 5(a)(7) hereof;

8. "Bond calls," pursuant to Sections 5(c) and 5(a)(8) hereof;

9. "Defeasances," pursuant to Sections 5(c) and 5(a)(9) hereof;

10. "Release, substitution, or sale of property securing repayment of the Series 2016 Bonds," pursuant to Sections 5(c) and 5(a)(10) hereof;

11. "Ratings changes on the Series 2016 Bonds," pursuant to Sections 5(c) and 5(a)(11) hereof;

12. "Bankruptcy, insolvency, receivership or similar event" pursuant to Sections 5(c) and 5(a)(12) hereof;

13. "Merger, consolidation, or acquisition" pursuant to Sections 5(c) and 5(a)(13) hereof;

14. "Appointment of a successor or additional trustee or a change in the name of a trustee" for the Series 2016 Bonds pursuant to Sections 5(c) and 5(a)(14) hereof;

15. "Failure to provide annual financial information as required," pursuant to Section 3(b)(ii) or Section 3(c) hereof, together with a completed copy of Exhibit A to this Disclosure Agreement;

16. "Other material event notice (specify)," pursuant to Section 8 hereof, together with the summary description provided by the Disclosure Representative; and

(iv) provide CFX evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) CFX may adjust the Annual Filing Date upon change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

#### **SECTION 4. Content of Annual Reports.**

(a) Each Annual Report shall contain Annual Financial Information with respect to CFX, consisting of or cross-referencing the following:

(i) The Audited Financial Statements.

(ii) Annual, updated historical financial formation and operating data for CFX of the type included under the tables titled:

a. "DESCRIPTION OF THE SYSTEM -Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System;"

- b. "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for Selected Expressway Segments;"
- c. "SYSTEM REVENUES - CFX System Toll Rates, Fiscal Year 2016;"
- d. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Total System Toll Revenues;"
- e. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical System Operating, Maintenance and Administrative Expenses;" and
- f. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Debt Service Ratio."

(b) Audited Financial Statements will be included in the Annual Report; provided, however, if the Audited Financial Statements are not completed prior to March 31 of any year, CFX shall provide unaudited financial statements on such date and shall provide the Audited Financial Statements as soon as practicable following their completion. Audited Financial Statements will be provided pursuant to Section 3(d) hereof.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which CFX is an "obligated person" (as defined by the Rule), which have been previously filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. CFX will clearly identify each such document so incorporated by reference.

If CFX has not filed the Annual Report when due, then CFX or the Dissemination Agent, on behalf of CFX, shall file a notice with each Repository as required by the Rule.

#### **SECTION 5. Reporting of Notice Events.**

(a) The occurrence of any of the following events, with respect to the Series 2016 Bonds constitutes a Notice Event:

- 1. Principal and interest payment delinquencies;
- 2. Non-payment related defaults, if material;



3.     Unscheduled draws on debt service reserves reflecting financial difficulties;
4.     Unscheduled draws on credit enhancements relating to the Series 2016 Bonds reflecting financial difficulties;
5.     Substitution of credit or liquidity providers, or their failure to perform;
6.     Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series 2016 Bonds, or material events affecting the tax-exempt status of the Series 2016 Bonds;
7.     Modifications to rights of Holders of the Series 2016 Bonds, if material;
8.     Bond calls and tender offers (excluding sinking fund mandatory redemptions), if material;
9.     Defeasances of the Series 2016 Bonds;
10.    Release, substitution, or sale of property securing repayment of the Series 2016 Bonds, if material;
11.    Rating changes on the Series 2016 Bonds;
12.    Bankruptcy, insolvency, receivership or similar event of CFX;
13.    The consummation of a merger, consolidation, or acquisition involving CFX or the sale of all or substantially all of the assets of CFX, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14.    Appointment of a successor or additional trustee or the change of name of a trustee, if material.

CFX shall promptly, and in no event later than ten (10) Business Days after the occurrence thereof, notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to immediately report the occurrence pursuant to subsection (c). Such notice shall

be accompanied with the text of the disclosure that CFX desires to make, the written authorization of CFX for the Disclosure Dissemination Agent to disseminate such information, and the date CFX desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify CFX or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within the earlier of: two (2) Business Days after receipt of such notice or nine (9) Business Days from the occurrence of such event, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to immediately report the occurrence pursuant to subsection (c), together with the text of the disclosure that CFX desires to make, the written authorization of CFX for the Disclosure Dissemination Agent to disseminate such information, and the date CFX desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by CFX as prescribed in subsection (a) or (b)(ii) of this Section 5 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly, and in any event within in one (1) Business Day, file a notice of such occurrence with each Repository.

**SECTION 6. CUSIP Numbers.** Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events and Voluntary Reports filed pursuant to Section 8(a), CFX shall indicate the full name of the Series 2016 Bonds and, to the best of its knowledge, the 9-digit CUSIP numbers for the Series 2016 Bonds as to which the provided information relates. CFX by providing the CUSIP numbers is not representing or certifying as to the accuracy thereof.

**SECTION 7. Additional Disclosure Obligations.** CFX acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to CFX, and that the failure of the Disclosure Dissemination Agent to so advise CFX shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. CFX acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

## **SECTION 8. Voluntary Reports.**

(a) CFX may instruct the Disclosure Dissemination Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent CFX from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If CFX chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, CFX shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

## **SECTION 9. Termination of Reporting Obligation.**

(a) The obligations of CFX and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2016 Bonds (i) upon the legal defeasance, prior redemption or payment in full of all of the Series 2016 Bonds of such issue, (ii) when CFX is no longer an Obligated Person with respect to the Series 2016 Bonds, or (iii) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

(b) If in the opinion of nationally recognized note counsel satisfactory to CFX, the Rule shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder, and if and to the extent in the opinion of nationally recognized note counsel satisfactory to CFX, the Rule, or any provisions thereof, shall be declared by a federal court of competent and final, non-appealable jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Series 2016 Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder.

(c) If a termination or cessation described in either Section 9(a) or (b) hereof occurs prior to the final maturity of the Series 2016 Bonds, CFX shall give or cause to be given notice of such event in the same manner as for a Notice Event under Section 5(c) hereof.

**SECTION 10. Disclosure Dissemination Agent.** CFX has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. CFX may, upon 30 days' written notice to the Disclosure Dissemination Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of CFX or DAC, CFX agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2016 Bonds. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to CFX.

**SECTION 11. Remedies.** In the event of a failure of CFX or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement, it being CFX's position that money damages would be inadequate recompense and/or difficult to ascertain. A default under this Disclosure Agreement shall not constitute a default on the Series 2016 Bonds or be deemed an Event of Default under the Bond Resolution or under any other document relating to the Series 2016 Bonds, and all rights and remedies shall be limited to those expressly stated herein.

**SECTION 12. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.** The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent CFX has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by CFX and shall not be deemed to be acting in any fiduciary capacity for CFX, the Holders of the Series 2016 Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for CFX's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether CFX has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of CFX at all times.

**SECTION 13. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, CFX and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be

waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to CFX to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2016 Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided CFX shall not be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, CFX shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time by giving not less than 20 days' written notice of the intent to do so together with a copy of the proposed amendment to the Disclosure Dissemination Agent.

**SECTION 14. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of CFX, the Disclosure Dissemination Agent, the Underwriters, and the Holders from time to time of the Series 2016 Bonds, and shall create no rights in any other person or entity.

**SECTION 15. Governing Law.** This Disclosure Agreement shall be governed by and construed in accordance with the internal laws of the State (without regard to conflict of law principles thereof), provided that, to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretation thereof.

**SECTION 16. No Personal Liability.** None of the members or employees of CFX shall be charged personally with any liability, or held liable under any term or provision of this Disclosure Agreement because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

THE DISCLOSURE OBLIGATIONS UNDER THIS DISCLOSURE AGREEMENT ARE NOT OBLIGATIONS OF ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA OR THE STATE.

**SECTION 17. Severability.** In case any part of this Disclosure Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal or invalid portions were not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Agreement affect any legal and valid application.

**SECTION 18. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signatures on following page]*

The Disclosure Dissemination Agent and CFX have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

**DIGITAL ASSURANCE CERTIFICATION,  
L.L.C., as Disclosure Dissemination Agent**

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

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

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

By: \_\_\_\_\_  
Executive Director

**EXHIBIT A**  
**NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT**

Issuer: Central Florida Expressway Authority

Obligated Person: Central Florida Expressway Authority

Name of Bond Issue: Central Florida Expressway Authority Senior Lien  
Refunding Revenue Bonds, Series 2016B  
and  
Central Florida Expressway Authority Senior Lien  
Refunding Revenue Bonds, Series 2016C

Date of Issuance: \_\_\_\_\_, 2016

NOTICE IS HEREBY GIVEN that the Central Florida Expressway Authority ("CFX") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated \_\_\_\_\_, 2016, between CFX and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. CFX has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

Digital Assurance Certification, L.L.C., as  
Disclosure Dissemination Agent, on behalf of  
CFX

\_\_\_\_\_

cc: Issuer  
Obligated Person



**EXHIBIT B**  
**MATERIAL EVENT NOTICE COVER SHEET**

This cover sheet and material event notice should be sent to each Repository pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).  
Issuer's and/or Other Obligated Person's Name:

Central Florida Expressway Authority

Issuer's Six-Digit CUSIP Number:

.....

or Nine-Digit CUSIP Number(s) of the notes to which this material event notice relates:

.....

Number of pages of attached material event notice: \_\_\_\_\_

Description of Material Events Notice (Check One):

1.    \_\_\_ Principal and interest payment delinquencies
2.    \_\_\_ Non-Payment related defaults
3.    \_\_\_ Unscheduled draws on debt service reserves reflecting financial difficulties
4.    \_\_\_ Unscheduled draws on credit enhancements reflecting financial difficulties
5.    \_\_\_ Substitution of credit or liquidity providers, or their failure to perform
6.    \_\_\_ Adverse tax opinions or events affecting the tax-exempt status of the security
7.    \_\_\_ Modifications to rights of securities holders
8.    \_\_\_ Note calls
9.    \_\_\_ Defeasances
10.   \_\_\_ Release, substitution, or sale of property securing repayment of the securities
11.   \_\_\_ Rating changes
12.   \_\_\_ Bankruptcy, insolvency, receivership or similar event
13.   \_\_\_ Merger, consolidation, or acquisition
14.   \_\_\_ Appointment of successor or additional trustee or a change in name of trustee
15.   \_\_\_ Failure to provide annual financial information as required
16.   \_\_\_ Other material event notice (specify)

\_\_\_\_\_

I hereby represent that I am authorized by CFX or its agent to distribute this information publicly:

Signature:

.....

Name:..... Title:.....

Employer: Digital Assurance Certification, L.L.C. Address:.....

City, State, Zip Code:.....

Voice Telephone Number: .....

## **TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT**

THIS **TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT** (this "Agreement"), dated as of [\_\_\_\_], 2016, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, having its designated office in Philadelphia, Pennsylvania (the "Trustee").

### **WITNESSETH:**

**WHEREAS**, the Authority, by the Bond Resolution (as hereinafter defined), has designated the Trustee as Trustee, Paying Agent and Registrar for its \$[\_\_\_\_] Refunding Revenue Bonds, Series [\_\_\_\_], dated and delivered [\_\_\_\_], 2016 (the "Series [\_\_\_\_] Bonds"); and

**WHEREAS**, the Authority and the Trustee desire to set forth the Trustee's duties as Trustee, Paying Agent and Registrar and the compensation to be paid to the Trustee for its services;

**NOW, THEREFORE**, it is agreed by the parties hereto as follows:

**SECTION 1. DUTIES.** The Trustee agrees to serve as Trustee, Paying Agent and Registrar for the Series 2016[ ] Bonds and to perform the duties of Trustee, Paying Agent and Registrar as specified in or contemplated by that certain Amended and Restated Master Bond Resolution adopted by the Authority on February 3, 2003, as supplemented from time to time, as particularly supplemented by that certain Twenty-First Supplemental Revenue Bond Resolution Authorizing the Issuance of Refunding Revenue Bonds, Multiple Series, adopted by the Authority on September 8, 2016 (collectively, the "Bond Resolution") in connection with the issuance of the Series 2016[ ] Bonds. The Trustee is authorized to do business in Florida and carry out the duties and obligations contemplated herein. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Bond Resolution.

**SECTION 2. DEPOSIT OF FUNDS.** The Authority shall deposit or cause to be deposited with the Trustee into the appropriate funds and accounts created under or pursuant to the Bond Resolution and established and maintained for the purposes hereof by the Trustee, on or before the Business Day prior to the date payment is due on the Series 2016[ ] Bonds, sufficient funds from System Pledged Revenues pledged for the payment of the Series [\_\_\_\_] Bonds under the Bond Resolution to pay when due and payable the principal of, premium, if any, and interest on the Series 2016[ ] Bonds.

**SECTION 3. USE OF FUNDS; CANCELED NOTES.** The Trustee shall use the funds received from the Authority pursuant to Section 2 of this Agreement to pay the principal of and interest on the Series 2016[ ] Bonds in accordance with the Bond Resolution. The Trustee shall destroy the canceled Series 2016[ ] Bonds in accordance with its retention policy then in effect.

**SECTION 4. STATEMENTS.** Each month during the term of this Agreement, or as often as the Trustee normally distributes statements for similar accounts, the Trustee shall prepare and shall send to the Authority written statements of account relating to all transactions effected by the Trustee pursuant to this Agreement.

**SECTION 5. OBLIGATION TO ACT.** The Trustee shall be obligated to act only in accordance with the Bond Resolution and any written instructions received in accordance therewith; provided, however, that the Trustee is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

**SECTION 6. RELIANCE BY BANK.** The Trustee may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit or other document delivered to it pursuant to the Bond Resolution.

**SECTION 7. COUNSEL; INDEMNITY.** The Trustee may consult with counsel (licensed to practice in Florida) of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Bond Resolution in good faith and in accordance with the opinion of such counsel. The Trustee shall have no liability or responsibility for any statement made by the Authority or any other person in connection with the issuance of the Series 2016[ ] Bonds, or for the use or application of any money received by the Authority in connection with the Series 2016[ ] Bonds. The Trustee may rely upon any instructions provided to it by the Authority in connection with its duties and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with such instructions. No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it. The Trustee may act through agents and shall not be responsible for the negligence or willful misconduct of any agent appointed by the Trustee with due care. To the fullest extent permitted by applicable law, the Authority will indemnify the Trustee (including its directors, officers and employees) for, and hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with its acceptance or administration of its duties hereunder. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Trustee hereunder and the termination of this Agreement.

**SECTION 8. FEES AND EXPENSES.** In consideration of the services rendered by the Trustee under this Agreement, the Authority agrees to and shall pay to the Trustee its proper fees and all expenses, charges, attorneys' fees and other disbursements incurred by it or its attorneys, agents and employees in and about the performance of its powers and duties under this Agreement as set forth in the attached **EXHIBIT A**. The Trustee shall not be obligated to allow and credit interest upon any moneys in respect of principal, interest or premium, if any, due in respect of the Series 2016[ ] Bonds, which it shall at any time receive under any of the provisions of the Bond Resolution or this Agreement.

**SECTION 9. FURNISHING INFORMATION; AUTHORIZATION.** The Trustee shall, at all times, when requested to do so by the Authority, furnish full and complete information pertaining to its functions under this Agreement and shall without further authorization, execute all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

**SECTION 10. TERMINATION; EXPIRATION.** Subject to the terms of the Bond Resolution, either of the parties hereto, at its option, may terminate this Agreement after giving ninety (90) days written notice to the other party of its intention to terminate this Agreement, and this Agreement may be terminated at any time by mutual consent of the parties hereto. This Agreement shall expire without further action upon final payment of the Series 2016[ ] Bonds and the interest appertaining thereto.

**SECTION 11. SURRENDER OF FUNDS, REGISTRATION RECORDS; NOTIFICATION OF BONDHOLDERS.** In the event of a termination of this Agreement, the Authority shall deliver any reasonable, proper and necessary releases to the Trustee (in a form reasonably acceptable to the Trustee and the Authority) upon demand by the Trustee and the Trustee shall upon demand by an Authorized Officer of the Authority pay over the funds on deposit with the Trustee under this Agreement in connection with the Series 2016[ ] Bonds and surrender all registration books and related records to or upon the order of the Authority, and the Authority may appoint and name a successor to act as Trustee, Paying Agent and Registrar for the Series 2016[ ] Bonds. The Authority shall, in such event, at its expense, notify all holders of the Series 2016[ ] Bonds of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2016[ ] Bonds.

**SECTION 12. NONASSIGNABILITY.** This Agreement shall not be assigned by either party without written consent of the other party.

**SECTION 13. MODIFICATION.** No modification of this Agreement shall be valid unless made by a written agreement, duly executed and approved by the parties hereto.

**SECTION 14. SEVERABILITY.** Should any section or part of any section of this Agreement be declared void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

**SECTION 15. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

**SECTION 16. MERGER OR CONSOLIDATION OF THE TRUSTEE.** Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, shall be the successor Trustee, Paying Agent and Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto.

**SECTION 17. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents and their official seals to be affixed and attested as of the date first set forth above.

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

[SEAL]

By: \_\_\_\_\_  
Name: Welton Cadwell  
Title: Chairman

**Attest:**

By: \_\_\_\_\_  
Name: Darleen Mazzillo  
Title: Assistant Secretary

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

[SEAL]

By: \_\_\_\_\_  
Its: Authorized Officer

**EXHIBIT A**

**FEES AND EXPENSES**

[SEE ATTACHED]

## **ESCROW DEPOSIT AGREEMENT**

**THIS ESCROW DEPOSIT AGREEMENT** (this "Agreement"), dated as of [\_\_\_\_], 2016, is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority") and **WELLS FARGO BANK, N.A.**, a national banking association organized and existing under the laws of the United States of America (the "Escrow Agent").

**WHEREAS**, the Authority has previously issued its [\_\_\_\_] Bonds, Series [\_\_\_\_] (the "Series [\_\_\_\_] Bonds") pursuant to that certain Amended and Restated Master Bond Resolution of the Authority, adopted February 3, 2003 (the "Master Bond Resolution"), as supplemented and amended from time to time, as particularly supplemented by that certain [\_\_\_\_] Supplemental Revenue Bond Resolution Authorizing the Issuance of the [\_\_\_\_] Bonds, Series [\_\_\_\_], adopted [\_\_\_\_] (as amended and supplemented, the "[\_\_\_\_] Supplemental Resolution"), of which \$[\_\_\_\_] in aggregate principal amount remains outstanding (the "Refunded Bonds"); and

**WHEREAS**, the Authority has determined to provide for the [advance][current] refunding of the Refunded Bonds as further described in Schedule "A" attached hereto, and the Master Bond Resolution provides that the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the Master Bond Resolution upon compliance by the Authority with the provisions of Section 7.2 of the Master Bond Resolution, which provisions of the Master Bond Resolution the Authority hereby represents have not been amended or supplemented; and

**WHEREAS**, the Authority has determined to issue, pursuant to the Master Bond Resolution as supplemented by that certain Twenty-First Supplemental Revenue Bond Resolution Authorizing the Issuance of Refunding Revenue Bonds, Multiple Series, adopted on September 8, 2016 (the "Supplemental Bond Resolution" and together with the Master Bond Resolution, the "Bond Resolution"), its Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016 [ ] (the "Refunding Bonds"), a portion of the proceeds of which will be invested in State and Local Government Securities and Defeasance Obligations (as defined in the Bond Resolution) or otherwise held as uninvested cash deposited into the Escrow Deposit Fund (defined below), together with legally available moneys, if any, in order to provide for the [advance][current] refunding and redemption of the Refunded Bonds and the discharge and satisfaction of the pledge, lien and other obligations of the Authority under the Bond Resolution in regard to such Refunded Bonds; and

**WHEREAS**, the issuance of the Refunding Bonds and the deposit of a portion of the proceeds, together with legally available moneys, if any, into the Escrow Deposit Fund to be held by the Escrow Agent and the discharge and satisfaction of the pledge, lien and other obligations of the Authority under the Bond Resolution in regard to the Refunded Bonds shall occur as a simultaneous transaction; and

**WHEREAS**, this Agreement is intended to effectuate such simultaneous transaction;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Recitals.** The recitals stated above are true and correct and incorporated herein.
2. **Acknowledgement of Resolution.** Receipt of a true and correct copy of the above-mentioned Bond Resolution is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Bond Resolution, and in particular Section 7.2 of the Master Bond Resolution, are incorporated herein by reference. Reference herein to or citation herein of any provisions



of the Bond Resolution shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein. Capitalized terms used in this Agreement that are not defined shall have the respective meanings set forth in the Bond Resolution.

3. **Establishment of Escrow Deposit Fund; Escrow Proceeds.** There is hereby created and established with the Escrow Agent a special, segregated and irrevocable Escrow Deposit Fund designated as the "Central Florida Expressway Authority Series [ ] Escrow Deposit Fund" (the "Escrow Deposit Fund"). The Escrow Deposit Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the Holders of the Refunded Bonds separate and apart from other funds of the Authority and the Escrow Agent. The Escrow Agent hereby accepts its appointment as Escrow Agent, has established the Escrow Deposit Fund in accordance with this Agreement, and acknowledges the receipt of and deposit to the credit of the Escrow Deposit Fund, which deposit the Authority hereby approves, of the sum \$[ ], consisting of: (i) \$[ ] (the "Escrow Proceeds"), and (ii) \$[ ] from the Series [ ] Debt Service Fund and \$[ ] from the Series [ ] Debt Service Reserve Subaccount (collectively, the "Other Moneys"), in immediately available funds.

4. **Sufficiency of Escrow Proceeds and Other Moneys.** The Authority, based on the Verification Report of [ ] (the "Verification Agent"), represents that the Escrow Proceeds and the Other Moneys held as uninvested cash in the Escrow Deposit Fund, available to the Escrow Agent to pay the amounts of principal and accrued interest due and to become due on the Refunded Bonds upon the optional redemption thereof, as described in Schedule "B" attached hereto. No redemption premium is owed in connection with the redemption of the Refunded Bonds. If the Escrow Proceeds and the Other Moneys shall be insufficient to make such redemption payments, the Authority shall timely deposit in the Escrow Deposit Fund, solely from legally available funds of the Authority, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule "B" hereto. Notice of any insufficiency shall be given by the Escrow Agent to the Authority as promptly as possible, but not less than five (5) days prior to a scheduled and required payment date, but the Escrow Agent shall in no manner be responsible for the Authority's failure to make such deposits.

5. **Irrevocable Escrow.** The deposit of the Escrow Proceeds, the Other Moneys and Defeasance Obligations, if any, in the Escrow Deposit Fund shall constitute an irrevocable deposit of Escrow Proceeds, Other Moneys and Defeasance Obligations, if any, in trust with the Escrow Agent solely for the payment of the principal of, plus accrued interest on the Refunded Bonds at such times and amounts as set forth in Schedule "B" hereto, and subject to the provisions of Section 8 hereof, the principal of and interest earnings, if any, on such Defeasance Obligations shall be used solely for such purposes.

6. **Redemption of Refunded Bonds.** The Authority hereby directs, and the Escrow Agent hereby agrees, that it will undertake the timely transfer of money to Wells Fargo Bank, N.A., the Paying Agent for the Refunded Bonds or any successors or assigns thereto (the "Refunded Bonds Paying Agent") in accordance with Schedule "B" attached hereto, in order to effectuate this Agreement and to redeem the Refunded Bonds in the amounts and at the times provided in said Schedule "B". The liability of the Escrow Agent to make such transfer for the payment of the principal of, plus accrued interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Escrow Proceeds, the Other Moneys and Defeasance Obligations, if any, available for such purposes in the Escrow Deposit Fund.

7. **Investments.** Money deposited in the Escrow Deposit Fund shall be [uninvested][invested in State and Local Government Securities and other Defeasance Obligations, as

described in the attached Schedule "C"]. In addition, the Escrow Agent may subsequently sell and purchase, on behalf of and for the account of the Authority, Defeasance Obligations upon written direction of the Authority (which direction may be in the form of a resolution of the Authority or written instructions from an Authorized Officer of the Authority, as such term is defined in the Bond Resolution) and where, prior to any such reinvestment or substitution, the Escrow Agent has received from the Authority the following:

(1) a written opinion by an independent certified public accountant or firm of independent certified public accountants, of recognized standing, appointed by the Authority, to the effect that after such investment, reinvestment or substitution the principal amount of the Defeasance Obligations, together with the interest thereon together with any cash, will be sufficient to pay the Refunded Bonds as described in Schedule "B" hereto; and

(2) a written opinion of nationally recognized bond counsel to the effect that (i) such investment will not cause the Refunded Bonds or the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, its statutory predecessor, as applicable, and the regulations promulgated thereunder or otherwise cause the interest on the Refunded Bonds or the Refunding Bonds to be subject to federal income tax, and (ii) such investment does not violate any resolution of the Authority relating to the Refunded Bonds or the Refunding Bonds.

In the event the above-referenced verification concludes that there are surplus moneys in the Escrow Deposit Fund, such surplus moneys shall be immediately released to the Authority. The Escrow Deposit Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Refunded Bonds Paying Agent in an amount sufficient to pay the Refunded Bonds as described in Schedule "B" hereto, whereupon the Escrow Agent shall sell or redeem any Defeasance Obligations remaining in the Escrow Deposit Fund, and shall remit to the Authority the proceeds thereof, together with all other money, if any, then remaining in the Escrow Deposit Fund.

8. **Redemption Notice.** The Authority hereby informs the Escrow Agent that it has elected to call the Refunded Bonds for early redemption on [ ] at the prices described on Schedule "B", plus accrued interest to the redemption date and this Escrow Agreement is being entered into subject to the Authority's right to optionally redeem the Refunded Bonds. The Authority hereby directs the Escrow Agent, in its capacity as the Refunded Bonds Paying Agent, to notify the Refunded Bonds Holders of such redemption and provide notice of such redemption of the Refunded Bonds as provided in the Bond Resolution. The form of the Redemption Notice shall be in the form attached hereto as Schedule "D."

9. **Defeasance of Refunded Bonds.** Concurrently with the deposit of the Escrow Proceeds and the Other Moneys set forth in Section 3 hereof, the Refunded Bonds shall cease to be entitled to any lien, benefit or security under the Bond Resolution, and all covenants, agreements and obligations of the Authority to the holders of the Refunded Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

10. **Lien on Escrow Proceeds, Other Moneys and Escrow Securities.** The Escrow Deposit Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on all Escrow Proceeds, Other Moneys and Defeasance Obligations, if any, deposited in the Escrow Deposit Fund pursuant to the terms hereof and the interest earnings thereon, if any, until paid out, used and applied in accordance with this Agreement. Neither the Authority nor the Escrow Agent shall cause or permit any other lien or interest to be imposed upon the Escrow Deposit Fund.

11. **Amendments.** This Agreement is made for the benefit of the Authority and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent, provided, however, that the Authority and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (1) to cure any ambiguity or formal defect or omission in this Agreement;
- (2) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (3) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section 11, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 11. Notice of and copies of any revocation, alteration or amendment to this Agreement shall be provided to the rating agencies rating the Refunding Bonds.

12. **Compensation of Escrow Agent; Liability.** In consideration of the services rendered by the Escrow Agent under this Agreement, the Authority is simultaneously paying to the Escrow Agent \$[ ]; provided, that such fee shall not include any actual and reasonable expenses associated with the performance by the Escrow Agent at the request of the Authority of any extraordinary services hereunder, which are payable by the Authority upon presentation of an invoice therefor from the Escrow Agent. The Escrow Agent shall have no lien whatsoever upon any of the Escrow Proceeds, Other Moneys or Defeasance Obligations, if any, in the Escrow Deposit Fund for the payment of such proper fees and expenses. The Authority further agrees to indemnify and save the Escrow Agent harmless, to the extent allowed by law, against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or default. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action; provided however, that the Escrow Agent shall be responsible for such loss or damage caused by its gross negligence.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Authority. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance, except for Escrow Agent's gross negligence; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may execute any of its powers and perform its duties hereunder directly or through agents or attorneys and may, consult with

counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons, except for Escrow Agent's gross negligence. In no event shall the Escrow Agent be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond the Escrow Agent's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Escrow Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond the Escrow Agent's control whether or not of the same class or kind as specifically named above.

**13. Resignation or Removal of Escrow Agent.** The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than thirty (30) days' written notice to the Authority and mailing notice thereof, specifying the date when such resignation will take effect to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the Authority as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and to the Authority and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the Authority shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the Authority shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the Authority pursuant to the foregoing provisions of this Section 13 within thirty (30) days after written notice of resignation of the Escrow Agent has been given to the Authority, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than \$50,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Authority an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, and trusts, of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Authority execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Authority be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, properties, rights, powers and trusts hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or transfers all or substantially all of its corporate trust business to, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

In the event the Escrow Agent resigns or is removed pursuant to the provisions hereof, the total fee paid to the Escrow Agent as provided in Section 12 hereof shall be prorated on a straight line basis from the date hereof until the final payment is scheduled to be made for the Refunded Bonds, and the unearned portion of such fee shall be rebated and returned to the Authority.

14. **Termination.** This Agreement, except for Section 12 hereof, shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Deposit Fund shall be released to the Authority.

15. **Governing Law.** This Agreement shall be governed by the applicable laws of the State of Florida.

16. **Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

17. **Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

18. **Notices.** Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida, 32807  
Attention: Lisa Lumbar, Chief Financial Officer

Wells Fargo Bank, N.A.  
as Escrow Agent  
123 S. Broad Street  
Suite 1500; 15<sup>th</sup> Floor  
MAC: Y1379-157  
Philadelphia, PA 19109  
Attention: Corporate Municipal and Escrow Services

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Welton Cadwell, Chairman

**IN WITNESS WHEREOF**, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

**WELLS FARGO BANK, N.A.**

By: \_\_\_\_\_  
Authorized Signatory



## **SCHEDULE A**

### **Description of Refunded Bonds Central Florida Expressway Authority [ ] Bonds, Series [ ]**

**SCHEDULE B**

**Redemption Schedule  
Central Florida Expressway Authority  
[ ] Bonds, Series [ ]**

## **SCHEDULE C**

### **Description of State and Local Government Securities and Defeasance Obligations**

#### **Central Florida Expressway Authority**

**[ ] Bonds, Series [ ]**

**SCHEDULE D**

**Form of Notice of Redemption  
Central Florida Expressway Authority  
[ ] Bonds, Series [ ]**

[See Attached]

## **NOTICE OF OPTIONAL REDEMPTION**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

[ ] BONDS, SERIES [ ]

DATED DATE: [ ], 2016

Redemption Date: [ ]  
Redemption Reason/Source of Funds: Optional Redemption  
Total Redemption Amount: \$[ ]

<u>CUSIP</u>	<u>MATURITY</u>	<u>RATE</u>	<u>AMOUNT</u>	<u>PRICE</u>
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NOTICE IS HEREBY GIVEN that, pursuant to Section [ ] of that certain [ ] Supplemental Revenue Bond Resolution, adopted on [ ], which supplements that certain Amended and Restated Master Bond Resolution of the Authority adopted on February 3, 2003, that the Central Florida Expressway Authority (the "Issuer") has exercised its right to optionally redeem all of its outstanding Central Florida Expressway Authority [ ] Bonds, Series [ ], with maturity dates described above (the "[ ] Bonds") on [ ], at a redemption price of [ ] of par plus accrued interest to [ ]. On and after [ ], interest on the [ ] Bonds will cease to accrue.

Payment of the redemption proceeds will be made on or after the redemption date upon presentation and surrender of the securities to Wells Fargo Bank, N.A. (the "Paying Agent"). Payment of the Redemption Price on the Bonds called for redemption will be paid only upon the presentation and surrender thereof in the following manner:

**Registered/Certified Mail:**

Wells Fargo Bank, N.A.  
Corporate Trust Operations  
P.O. Box 1517  
Minneapolis, MN 55480-  
1517

**Air Courier:**

Wells Fargo Bank, N.A.  
Corporate Trust  
Operations  
N9303-121  
6<sup>th</sup> Street & Marquette  
Avenue  
Minneapolis, MN 55479

**In Person:**

Wells Fargo Bank, N.A.  
Northstar East Building  
608 2nd Ave. So., 12th Fl.  
Minneapolis, MN 55402

Bondholders presenting their bonds in person for same day payment must surrender their bond(s) by 1:00 p.m. on the Redemption Date and a check will be available for pick up after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

### **REQUIREMENT INFORMATION**

Wells Fargo Bank, N.A. policy does not allow the safekeeping of securities within Corporate Trust Operations for a period of longer than 30 days. Please DO NOT submit your securities for payment more than 30 days in advance of the Redemption Date. A \$25.00 wire transfer fee will be deducted from each payment requested to be made by wire. When inquiring about this redemption, please have the Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Bond. Customer Service can be reached at 612-667-9764 or Toll Free at 1-800-344-5128.

### **IMPORTANT NOTICE**

*Under section 3406(a)(1) of the Internal Revenue Code, the Paying Agent making payment of interest or principal on securities may be obligated to withhold a percentage of the payment to a holder who has failed to furnish the Registrar with a valid taxpayer identification number, certification that the number supplied is correct, and that the holder is not subject to backup withholding. Holders of the Refunded Bonds who wish to avoid the application of these provisions should submit either a complete IRS (Internal Revenue Service) Form W-9 (use only if the holder is a U.S. person, including a resident alien), or the appropriate form W-8 (use only if you are neither a U.S. person or a resident alien), when presenting the Bonds for payment. See IRS publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities. Publication 515 and W-8 forms and instructions are available through the IRS via their web site at [www.irs.gov](http://www.irs.gov).*

*\* The Paying Agent shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the bondholders.*

Dated: [\_\_\_\_], 2016

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY

By: Wells Fargo Bank, National  
Association, Paying Agent

---

cc: Moody's Investors Service  
Fitch Ratings  
Standard and Poor's  
Depository Trust Company  
Assured Guaranty Municipal Corp.

Information Services:  
Municipal Securities Rulemaking Board - EMMA

# F. 2.

SATISFACTION OF  
OUTSTANDING LEASE-  
PURCHASE AGREEMENT  
BALANCE



**THERE IS NO BACKUP FOR THIS ITEM**

**A PRESENTATION WILL BE MADE AT THE  
BOARD MEETING**

# **F. 3.**

**INTERLOCAL AGREEMENT WITH  
OSCEOLA COUNTY, OCX AND  
CFX**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: August 30, 2016

TO: CFX Board Members

FROM: Laura Kelley, Executive Director 

SUBJECT: CFX Interlocal Agreement with Osceola County and Osceola County Expressway Authority

Board approval is requested for the attached interlocal agreement between CFX, Osceola County (OC) and Osceola County Expressway Authority (OCX) to transfer the lead for OCX Master Plan development activities to CFX. CFX will conduct concept and feasibility studies over the next 18 months on the unbuilt OCX Master Plan projects to determine if any of them are viable and fundable in accordance with CFX policies and procedures.

Key terms of the agreement include:

If any of the OCX projects are viable in accordance with CFX policies and the CFX Board decides not to design and build it, then OC/OCX may design and build the project themselves after they reimburse CFX for all associated costs incurred.

One OC representative and one OCX representative will serve on CFX selection committees for contracts associated with the development of OCX master plan projects until December 31, 2018. After that date, one county representative will serve.

CFX agrees to advance \$2,771,538 of the scheduled reimbursement obligations to the County required by Section 20(4) Florida Statutes.

Poinciana Parkway

CFX agrees to provide equipment and roadway maintenance for the Poinciana Parkway as long as toll revenues are sufficient to reimburse CFX for costs incurred.

The CFX Board may operate the Poinciana Parkway as a non-system project or a system project at the request of OC. If the CFX Board desires to operate the Poinciana Parkway as a system project and refinance the associated debt and OC investment, the following conditions precedent are required: 1) Poinciana Parkway's debt service coverage ratio is at consistently at or above 1.5 for the past 12 months, 2) CFX's Financial Advisor has determined that the debt service coverage ratio is projected to be at least a 1.5 for the remaining life of the bonds 3) The refinancing of Poinciana Parkway debt by CFX results in net present value savings. 4) The associated legislation is changed to allow the Poinciana Parkway to be a system project. CFX, OC and OCX agree to work to change the associated legislation to give CFX the option of acquiring the Poinciana Parkway as a system project before 2020.

CFX will pay OC for property they own that is needed to expand Poinciana Parkway if the project is transferred to CFX. The price will be determined by an appraiser acceptable to both parties, with a cap of \$90,000 an acre.

Osceola County and Osceola County Expressway Authority expect to execute the attached agreement before September 9, 2016.

**INTERLOCAL AGREEMENT**

**By and Among**

**OSCEOLA COUNTY, FLORIDA**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**AND**

**OSCEOLA COUNTY EXPRESSWAY AUTHORITY**

**SEPTEMBER, 2016**

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## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (this "Agreement") is made and executed by and between Osceola County, a charter county and political subdivision of the State of Florida (the "County"), the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part III ("CFX"), and the Osceola County Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part V ("OCX," and, together with the County and CFX, the "Parties"), all of which are public agencies authorized to enter into this Agreement pursuant to Chapter 163 Part I, Florida Statutes.

### **WITNESSETH:**

**WHEREAS**, OCX was established for the purpose of acquiring, constructing, equipping, financing and operating limited access toll roads within the County; and

**WHEREAS**, OCX has adopted its OCX Master Plan (defined herein) for the purpose of identifying and studying potential limited access, toll road projects within the County; and

**WHEREAS**, the County, in cooperation with Polk County, Florida, OCX and other public agencies and private entities, have successfully financed the Parkway (defined herein), as the initial segment of its OCX Master Plan; and

**WHEREAS**, the County and OCX have been exploring options to pursue the development of the OCX Segments (defined herein) and have entered into discussions with CFX for the purpose of utilizing CFX's expertise to study and pursue the OCX Segments, and to provide for the possible transition of control and ownership of the Parkway from the County and OCX to CFX in accordance with the 2014 Amendment and this Agreement; and

**WHEREAS**, CFX has the expertise and desire to study the OCX Segments, and if financially feasible, to pursue the acquisition, construction and equipping of such segments; and

**WHEREAS**, this Agreement is being entered into to finalize the commitments of the County, CFX and OCX with respect to the subject matter of this Agreement; and

**NOW THEREFORE**, for and in consideration of the mutual premises set forth above and the covenants, obligations, duties and benefit herein set forth, the parties hereto agree as follows:

## **ARTICLE I**

### **PURPOSE AND INTENT**

**SECTION 1.01. RECITALS.** The recitals set forth above are incorporated herein as if restated in their entirety.

**SECTION 1.02. INTENT OF THE PARTIES.** The Parties do hereby declare that their intention for entering into this Agreement is to specify the terms under which CFX will assist OCX in successfully completing the process of planning, engineering, acquiring, designing and constructing the OCX Segments, and to do so in a manner which is Viable, provides regional transportation mobility, particularly within the County, and supports the County's planning and economic development goals.

**SECTION 1.03. PENDING STUDIES AND PLANNING EFFORTS.**

(A) The Parties acknowledge that the following studies are currently underway:

(1) a PD&E for the Osceola Parkway Extension being conducted for the Florida's Turnpike Enterprise by Kimley-Horn and Associates, Inc.;

(2) a PD&E for the Southport Connector Expressway being conducted for the Florida Department of Transportation by Inwood Consulting Engineers, Inc.; and

(3) a PD&E for the I-4 Segment being conducted for the Florida Department of Transportation by CH2M Hill Engineers, Inc.

The County and OCX shall advise FDOT and Florida's Turnpike Enterprise in writing that CFX has accepted primary responsibility for the OCX Segments and CFX agrees to work with FDOT and Florida's Turnpike Enterprise to complete the foregoing studies. The County and OCX will cooperate with CFX in scheduling and attending meetings with FDOT and Florida's Turnpike Enterprise relating to the OCX Segments to support CFX's efforts to complete the foregoing studies.

(B) The Parties further acknowledge that OCX has begun preliminary planning for an extension of the Parkway to S.R. 532, which constitutes a portion of the I-4 Segment. CFX agrees to continue such planning effort, using OCX's preliminary planning as a starting point.

**SECTION 1.04. PRIMARY OBJECTIVE.** The Parties acknowledge and agree that the primary objective of this Agreement is to determine Viability of the OCX Segments and complete the planning, design, acquisition and construction of the Viable OCX Segments in the most expeditious possible manner. This objective shall be considered in connection with each action taken by the Parties hereunder.

**SECTION 1.05. CONTINUING ROLE OF OCX AND THE COUNTY.** CFX agrees that OCX and the County shall continue to provide input and make recommendations to CFX with respect to the OCX Segments, which CFX shall consider in good faith. CFX shall provide periodic reports and updates (at least semi-annually) to OCX and/or the County on the



status of any analysis and the development of any OCX Segment. The Parties acknowledge and agree that this Agreement is not intended to conflict with the terms and provisions of the 2014 Amendment, and at such time as OCX ceases to exist as set forth in the 2014 Amendment, this Agreement will remain in full force and effect as between the County and CFX, the rights duties and obligations of OCX under this Agreement shall be automatically transferred to the County, and, where necessary in this Agreement, all references to OCX shall be deemed to refer to the County except in cases in which such treatment would result in duplicate references to the County, in which cases, such references to OCX shall be deemed to be deleted.

## ARTICLE II

### DEFINITIONS AND INTERPRETATION

**SECTION 2.01. DEFINITIONS.** As used in this Agreement, the following terms shall have the meaning ascribed thereto, unless the context hereof requires otherwise:

**"2014 Amendment"** means Section 20 of the Laws of Florida, Chapter 2014-171 (2014).

**"Agreement"** means this Interlocal Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

**"Business Day"** means any day of the week other than Saturday, Sunday or a legal holiday observed by the courts of the Ninth Judicial Circuit of Osceola County, Florida, banks located in Osceola County, Florida, or the United States Postal Service.

**"CFX"** shall mean the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes, Chapter 348, Part III.

**"CFX Master Bond Resolution"** means that certain Amended and Restated Master Bond Resolution, adopted on February 3, 2003, attached hereto as Exhibit A, as amended and supplemented from time to time.

**"CFX Master Plan"** means the CFX 2040 Master Plan, adopted by the governing board of CFX and attached hereto as Exhibit B.

**"CFX Non-System Project"** shall mean a "Non-System Project," as defined in the CFX Master Bond Resolution.

**"CFX Parity Bonds"** means "Parity Bonds," as defined in the CFX Master Bond Resolution.

**"CFX Service Agreement"** means the Interlocal Agreement between Osceola County Expressway Authority and Central Florida Expressway Authority for Customer Service and Support.

**"CFX System Pledged Revenues"** means "System Pledged Revenues, as defined in the CFX Master Bond Resolution.

**"CFX System Project"** shall mean a "System Project," as defined in the CFX Master Bond Resolution.

**"Concept and Feasibility Study"** means a comprehensive concept and feasibility study or studies of the OCX Segments for the purpose of determining Viability and prioritizing and advancing the OCX Segments, or portions thereof, that are Viable and can be designed and built as CFX System Projects using a pledge of CFX System Pledged Revenues.

**"Contract Operating Period"** shall mean the period beginning on the Effective Date and ending on or before the date that CFX is obligated by the 2014 Amendment to undertake operation and control of the Parkway.

**"County"** shall mean Osceola County, Florida, a charter county and political subdivision of the State.

**"County Bonds"** means the Osceola County Expressway System Senior Lien Revenue Bonds, Series 2014 (Multiple Series) issued by the County for the purpose of financing the Parkway.

**"County Toll Revenues"** means "Revenues," as defined in the County Trust Agreement.

**"County Transaction Documents"** means the County Trust Agreement, the Development Agreement, the Lease-Purchase Agreement and any other instruments, agreements and documents executed by the County and OCX in connection with the financing of the acquisition, construction and equipping of the Parkway, in existence as of the date hereof.

**"County Trust Agreement"** means Trust Agreement, dated as of April 1, 2014, between Osceola County, Florida and Branch Banking and Trust Company, as trustee, authorizing and securing Osceola County, Florida Expressway System Revenue Bonds, as amended and supplemented.

**"Cypress Parkway Segment"** means the segment of the "Poinciana Parkway" project described in the OCX Master Plan, beginning on page 10, designated as the Cypress Segment.

**"Development Agreement"** shall mean that certain Agreement for Development of Poinciana Parkway by and between the County, Polk County, Avatar Properties, Inc. and OCX dated as of October 15, 2012 and attached hereto as Exhibit C, including any obligations assumed by Osceola County or OCX pursuant thereto.

**"Effective Date"** means August 15, 2016.

**"Enabling Legislation"** shall mean Florida Statutes Chapter 348, Part III, as amended from time to time.

**"FDOT"** means the Florida Department of Transportation.

**"I-4 Segment"** means the segment of the "Poinciana Parkway" project described in the OCX Master Plan, beginning on page 10, designated as the I-4 Segment (Alternative 1 and 2).

**"Lease-Purchase Agreement"** means the Lease-Purchase Agreement for the Parkway between the County and OCX.

**"Northeast Connector Expressway"** means the project of that name described in the OCX Master Plan, beginning on page 22.

**"OCX"** shall mean the Osceola County Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part V.

**"OCX Master Plan"** means the OCX 2040 Master Plan, adopted by the governing board of OCX on May 8, 2012, as amended on August 13, 2013, on August 12, 2014, and on June 14, 2016, and attached hereto as Exhibit D.

**"OCX Segments"** (or individually, an "OCX Segment") means the Northeast Connector Expressway, the Osceola Parkway Extension, the Southport Connector Expressway, the Cypress Parkway Segment and the I-4 Segment.

**"Osceola Parkway Extension"** means the project of that name described in the OCX Master Plan, beginning on page 28, including a two-mile extension thereto referenced in the 2014 Amendment.

**"Parkway"** means the Poinciana Parkway project as identified by OCX in that certain Design-Build Contract with Jr. Davis/Construction/VIG Poinciana Parkway LLC dated October 10, 2013 and as subsequently amended.

**"Parkway Expansion Right-of-Way"** shall mean the real property identified on the attached Exhibit E.

**"Parties"** shall mean, the County, CFX and OCX, and may be individually referred to as a "Party."

**"Polk County"** means Polk County, Florida, a political subdivision of the State.

**"SIB Loan"** shall mean the State Infrastructure Bank loan entered into by and between the County and the Florida Department of Transportation with respect to the Parkway.

**"Southport Connector Expressway"** means the project of that name described in the OCX Master Plan, beginning on page 16.

**"State"** means the State of Florida.

**"System Pledged Revenues"** shall have the meaning set forth in the CFX Master Bond Resolution.

**"Third Party Funds"** means funds that are available from any governmental or non-governmental third party to the County and/or OCX for the study, design, acquisition, financing, right-of-way acquisition, or construction of an OCX Segment.

**"Viable" or "Viability"** shall mean an OCX Segment or any portion thereof that is projected in writing by CFX's traffic and revenue consultant to generate toll revenues over a period of thirty years equal to at least fifty percent (50%) of the cost of such OCX Segment or applicable portion thereof; provided however, that with respect to an interchange portion of an OCX Segment or a portion of any OCX Segment located outside of the County, such interchange or portion of an OCX Segment outside the County is projected in writing by CFX's traffic and revenue consultant

to generate new CFX System Pledged Revenues over a period of thirty years in excess of the cost to build such interchange or portion of such OCX Segment. The cost of an OCX Segment or portion thereof shall be determined by CFX, exercising reasonable judgment, as part of its Concept and Feasibility Study and the components of such cost (e.g., right-of-way, construction costs, financing costs, planning and design costs) shall be consistent with CFX's past practices for such a determination and shall take into consideration any right-of-way donations and other public or private partnership contributions.

## **SECTION 2.02. INTERPRETATION.**

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations and limited liability companies. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date this Agreement is executed; and the term "hereafter" shall mean after the date this Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a Party herein shall be deemed to have been material and to have been relied on by the other Parties to this Agreement. All Parties have participated in the drafting and preparation of this Agreement and the provisions hereof shall not be construed for or against any Party by reason of authorship.

**SECTION 2.03. SECTION HEADINGS.** Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

### **ARTICLE III REPRESENTATIONS**

**SECTION 3.01. REPRESENTATIONS OF THE COUNTY.** The County makes the following representations as the basis for the undertakings on the part of the CFX and OCX herein contained.

(A) The County is duly organized and validly existing as a political subdivision of the State.

(B) The County has full power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(C) The County is not in default under any provisions of the laws of the State that are material to the performance of its obligations under this Agreement.

(D) The County has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the other Parties hereto, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity. The County Attorney's office shall provide a legal opinion addressed to CFX and OCX to such effect.

(E) To the County's knowledge, the authorization, execution and delivery of this Agreement and the compliance by the County with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(F) To the County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby, or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the County is a Party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**SECTION 3.02. REPRESENTATIONS OF CFX.** CFX makes the following representations as the basis for the undertakings on the part of the County and OCX herein contained.

(A) CFX is duly organized and validly existing as a public body corporate and politic.

(B) CFX has full power to enter into the transactions contemplated by this Agreement, and to carry out its obligations hereunder.

(C) CFX is not in default under any provisions of the laws of the State that are material to the performance of its obligations under this Agreement.

(D) CFX has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the other Parties hereto, this Agreement constitutes a valid and legally binding obligation of CFX, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity. General Counsel to CFX shall provide a legal opinion addressed to the County and OCX to such effect.

(E) To CFX's knowledge, the authorization, execution and delivery of this Agreement and the compliance by CFX with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to CFX or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which CFX is subject or by which it is bound.

(F) To CFX's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of CFX, threatened against or affecting CFX, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which CFX is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**SECTION 3.03. REPRESENTATIONS OF OCX.** OCX makes the following representations as the basis for the undertakings on the part of the County and CFX herein contained.

(A) OCX is duly organized and validly existing as a public body corporate and politic.

(B) OCX has full power to enter into the transactions contemplated by this Agreement, and to carry out its obligations hereunder.

(C) OCX is not in default under any provisions of the laws of the State that are material to the performance of its obligations under this Agreement.

(D) OCX has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the other Parties hereto, this Agreement constitutes a valid and legally binding obligation of OCX, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity. Counsel to OCX shall provide a legal opinion addressed to the County and CFX to such effect.

(E) To OCX's knowledge, the authorization, execution and delivery of this Agreement and the compliance by OCX with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to OCX or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which OCX is subject or by which it is bound.

(F) To OCX's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of OCX, threatened against or affecting OCX, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which OCX is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.



**ARTICLE IV**  
**OCX MASTER PLAN SEGMENTS**

**SECTION 4.01. OCX MASTER PLAN INCLUSION IN CFX MASTER PLAN.**

(A) CFX acknowledges that it has incorporated the segments identified in the OCX Master Plan into its CFX Master Plan.

(B) Prior to January 1, 2019, CFX agrees that it will not materially alter, amend or modify the general corridors for the OCX Segments without the prior written consent of the County and OCX, provided however, that the County and OCX will not unreasonably withhold their consent to a proposed material alteration, amendment or modification of such general corridors if such alteration, amendment or modification improves the Viability of any one or more of the OCX Segments. On and after January 1, 2019, the County and OCX shall have the right to make recommendations and suggestions regarding the OCX Segments and the other CFX Master Plan projects, including suggested alterations, amendments or modifications thereto to the same extent such recommendations and suggestions are provided by the City of Orlando, Florida, Lake County, Florida, Orange County, Florida and Seminole County, Florida.

(C) The County and OCX, acting on their own behalf or through third parties, agree not to actively pursue the planning, engineering, acquisition, design and construction of one or more of the OCX Segments with any person or entity other than CFX without the prior written agreement of CFX during the term of this Agreement. On and after the Effective Date, the County and OCX agree to forward to CFX any inquiries, proposals, designs or concepts received by the County and OCX regarding the OCX Segments, and CFX will review the same and notify the County and OCX of their disposition of any such inquiry, proposal, design or concept. Notwithstanding the foregoing, CFX acknowledges that the OCX Segments may be taken into consideration by the County during its transportation planning process. Notwithstanding the foregoing, CFX acknowledges that the County and OCX may actively pursue right-of-way donations and other public or private partnership contributions to enhance the Viability of any OCX Segment; provided however, that during the term of this Agreement, the County and OCX shall communicate and coordinate with CFX in connection with any such efforts, and shall not enter into any contracts or agreements with respect to right-of-way donations and other public or private partnership contributions for an OCX Segment or portion thereof.

**SECTION 4.02. ADVANCE TO THE COUNTY.** CFX agrees to advance \$2,771,538 of the scheduled reimbursement obligations required by Section 20(4) of the 2014 Amendment, to the County within thirty (30) Business Days of the Effective Date.

**SECTION 4.03. CONCEPT AND FEASIBILITY STUDY.**

(A) Within 180 days following the Effective Date, CFX agrees to procure and engage one or more independent professionals to conduct Concept and Feasibility Studies in the following order of priority: (1) Osceola Parkway Extension, (2) that portion of the I-4 Segment located between the northern terminus of the Parkway and S.R. 532, (3) Northeast Connector Expressway, (4) Southport Connector Expressway, (5) that portion of the I-4 Segment located north of S.R. 532, and (6) Cypress Parkway Segment. CFX will, at its cost, promptly undertake and diligently

proceed with the Concept and Feasibility Studies, which shall be completed within twelve (12) months of the date that CFX procures and engages such professionals. The Concept and Feasibility Study for the Osceola Parkway Extension will consist of reviewing, when completed, the PD&E being conducted for the Florida's Turnpike Enterprise by Kimley-Horn and Associates, Inc. CFX has allocated funds in its current 5-Year Work Plan for the purpose of paying for the Concept and Feasibility Studies.

(B) If CFX does not complete the Concept and Feasibility Studies on or before the expiration of the twelve-month period described in the foregoing subsection (A), the County shall have the right to rescind and terminate this Agreement, as described in Section 4.04 hereof, provided however, that if despite CFX's diligent effort and due to no fault of CFX, it takes longer than twelve months to complete the Concept and Feasibility Studies, CFX may, by written notice to the other Parties, extend the time to complete the Concept and Feasibility Studies past such twelve month period for an additional period not to exceed sixty days, so long as it has adequately identified in its written notice the reason for the delay that is outside of its control, and it diligently pursues the completion of the Concept and Feasibility Studies on or before the end of such sixty-day period. Upon determination of Viability, CFX may proceed with development of the OCX Segments in the manner described in the following subsection (E).

(C) During the period this Agreement is in effect:

(1) Once an OCX Segment is determined to be Viable, CFX management will include the next phase of the development, engineering, acquisition, construction and equipping of such OCX Segment in the next annual proposed 5-Year Work Plan. If CFX determines not to include the next phase of such OCX Segment in the next annual 5-Year Work Plan, then the County shall have the right to rescind CFX's right to such OCX Segment as described in Section 4.04 hereof. Viability may be determined for discrete portions and, if so, the requirements of this paragraph shall apply to such discrete portion. In making its determination of Viability hereunder, CFX shall include right-of-way donations and other public or private partnership contributions that would be available, in its reasonable judgment, to reduce the cost of an OCX Segment (pursuant to a contractual obligation of an applicable third party, subject to such conditions as CFX determines to be necessary in its reasonable judgment) to reduce the cost of an OCX Segment.

(2) If one or more OCX Segments (or portions thereof) have been determined to be Viable, then the scheduling of such OCX Segments within the 5-Year Work Plan will reflect the following order of priority: (a) Osceola Parkway Extension, (b) that portion of the I-4 Segment located between the northern terminus of the Parkway and S.R. 532, (c) Northeast Connector Expressway, (d) Southport Connector Expressway, (E) that portion of the I-4 Segment located north of S.R. 532, and (f) Cypress Parkway Segment, and the failure by CFX to schedule a lower priority within its 5-Year Work Plan shall not constitute a basis for the County to exercise its rescission right pursuant to Section 4.04 hereof, so long as CFX continues to schedule such lower priority OCX Segment in its 5-Year Work Plan as resources become available to CFX to pursue such OCX Segments.

(3) CFX and the County agree that, to the extent that CFX determines to undertake the design, acquisition, construction and equipping of an OCX Segment pursuant

to its 5-Year Work Plan, such OCX Segment may be funded as a CFX System Project and as such, the financing of such OCX Segment shall be subject to the requirements and conditions of the Enabling Legislation and the CFX Master Bond Resolution, and, if financed, any revenues generated by any OCX Segments so financed will be included as CFX System Pledged Revenues to support the four county regional transportation needs within CFX's jurisdictional boundaries, and shall further be subject to the CFX Master Bond Resolution flow of funds.

(4) Upon CFX providing written notice to the County and OCX that it has initiated further study, planning, design or right-of-way acquisition for a particular OCX Segment, or portion thereof, the County and OCX will make all reasonable efforts to arrange for the transfer of any Third Party Funds that are available to the County and/or OCX to the payment of costs incurred by CFX in connection with such OCX Segment, or portion thereof; provided that any such transfer shall be subject to the terms, conditions and limitations under which such Third Party Funds will be received by the County and OCX. The Parties agree to cooperate and coordinate such efforts and may, by written agreement, mutually agree to provide for an alternative arrangement with respect to such Third Party Funds.

(5) The parties acknowledge and agree that it may become necessary or desirable for the County to expend funds benefiting the development of an OCX Segment. In such event, the parties agree to meet and conduct good faith discussions regarding reimbursement of such expenses on the date CFX begins construction of such OCX Segment.

(D) Prior to January 1, 2019, one County representative and one OCX representative shall serve on any evaluation committee established by CFX in accordance with its procurement processes for the selection of professional consultants, engineers or road construction contractors for services associated with any OCX Segment. Thereafter, one County representative shall serve on the evaluation committee as referenced above. Each such evaluation committee shall have a total of five members.

#### **SECTION 4.04. COUNTY'S RIGHT OF RECISSION AND TERMINATION.**

The County reserves the right to take back or rescind CFX's right to pursue any of the OCX Segments at the completion of each of the following stages of development upon the reimbursement of CFX costs incurred for the associated segment on or before the date that the County provides written notice to CFX of such election:

(A) failure to complete the Concept and Feasibility Study on or before the twelve (12) month anniversary of the award of the contracts to the professionals engaged to undertake the Concept and Feasibility Study, or any extension thereof;

(B) failure to include a Viable OCX Segment, or any Viable portion thereof, in CFX's Five-Year Work Plan;

(C) subject to Section 4.03(C)(2) hereof, failure to timely begin the PD&E phase of a Viable OCX Segment or any Viable portion thereof;

(D) failure to timely begin the Design phase of a Viable OCX Segment, or any Viable portion thereof; or

(E) failure to timely commence construction of a Viable OCX Segment, or any Viable portion thereof.

In connection with exercising such right, the County and OCX (if applicable) shall be obligated to provide CFX with at least thirty (30) days prior written notice of such election, and to reimburse CFX for any costs and expenses incurred by or on behalf of CFX through the date that the County exercises its right of rescission, including costs and expenses paid by CFX after such date that are applicable to services or activities that occurred on or prior to the such date. The County's right of rescission with respect to such OCX Segment shall terminate with respect to such segment on the date which CFX has: (1) adopted a resolution to authorize any financing to design, acquire, construct and equip all or a portion of an OCX Segment, or (2) commenced construction of all or any portion of an OCX Segment.

**ARTICLE V  
POINCIANA PARKWAY**

**SECTION 5.01. CONTRACT OPERATION BY CFX.**

(A) During the Contract Operating Period, the County and OCX shall continue to operate the Parkway in accordance with the County Transaction Documents. OCX and CFX have entered into the CFX Service Agreement, pursuant to which CFX has agreed to provide customer service, toll collection and other services to OCX. During the term of this Agreement, CFX and OCX agree to modify the terms of the CFX Service Agreement as follows:

(1) The termination for convenience provide in the second sentence of Article VII shall not apply.

(2) The reference to "OCX's Toll Account" in Article V shall mean the "Osceola County, Florida Expressway System Revenue Fund" by Section 501 of the County Trust Agreement. The County shall provide instructions to CFX for disbursement of ETR generated on an OCX Expressway that comply with the County Trust Agreement and CFX shall have no further responsibilities or obligations in this regard.

(3) CFX shall be required to provide the additional services described in Section 3.04, including but not limited to toll equipment maintenance and roadway maintenance, upon written request from OCX. Each such request shall be reasonable and within the capabilities of CFX. OCX shall reimburse CFX for its costs and expenses related to such services upon submission by CFX of a written invoice for such services. Such invoices shall be paid periodically in accordance with the terms of the County Trust Agreement and the Florida Prompt Payment Act. CFX shall not be obligated to provide such services if the sources of funds available for such purposes and identified in the County Trust Agreement are not sufficient to pay for such services.

(B) Upon request by the County and OCX at any time during the Contract Operating Period and satisfaction with applicable provisions of the CFX Bond Master Resolution and applicable law, CFX may, in its sole discretion, designate and operate the Parkway as a CFX Non-System Project in accordance with the CFX Master Bond Resolution, as described in Section 5.02 hereof.

(C) During the Contract Operating Period, the CFX System Pledged Revenues shall not be pledged to or otherwise available for the payment of the County Bonds or any other obligations with respect to the County Bonds or the Parkway and the cost of acquiring, constructing, equipping and operating the Parkway shall be payable solely from the sources identified in the County Trust Agreement.

**SECTION 5.02. OPERATION AS CFX NON-SYSTEM PROJECT.** In accordance with the 2014 Amendment, on and after the date that CFX is required by the 2014 Amendment to assume operation and control of the Parkway, CFX shall designate and operate the

Parkway as a CFX Non-System Project. At any time that the Parkway is operated by CFX as a CFX Non-System Project:

(A) CFX will continue to provide services and OCX and the County shall pay for such services in the manner described in the CFX Service Agreement, as modified by Section 5.01(A) hereof.

(B) County Toll Revenues, if any, will be applied in accordance with the County Trust Agreement, with the intention being that, during the period the Parkway is operated as a CFX Non-System Project, County Toll Revenues that are available for such purpose pursuant to the County Trust Agreement shall be available to reimburse the County and OCX for costs incurred in connection with issuance of the County Bonds or development of the Parkway that have not been reimbursed from proceeds of the County Bonds or pursuant to Section 4.02 hereof. After all reimbursements to the County and OCX are completed, County Toll Revenues during any period that the Parkway is operated as a Non-System Project shall be applied in accordance with the County Trust Agreement, if in effect at such time, or otherwise used by CFX for the OCX Segments.

(C) The CFX System Pledged Revenues and, unless otherwise required by applicable law, any other revenues or funds of CFX that hereafter become available to CFX, and which do not constitute CFX System Pledged Revenues, shall not be pledged to or otherwise available for the payment of the County Bonds or any other obligations with respect to the County Bonds or the Parkway and the financing of the cost of acquiring, constructing and equipping the Parkway shall be payable solely from the sources identified in the County Trust Agreement.

(D) CFX shall assume all obligations of the County and OCX under the County Transaction Documents.

### **SECTION 5.03. ACQUISITION AS CFX SYSTEM PROJECT.**

(A) The County, OCX and CFX agree to request appropriate legislative amendments to the Enabling Legislation to allow CFX the ability to acquire the Parkway as a System Project in their respective annual legislative programs before January 1, 2020.

(B) CFX may acquire the Parkway as a System Project when all of the following conditions are met:

(1) The legislative amendments described in the foregoing subsection (A) shall have been enacted and become effective.

(2) Net toll revenues from the Parkway are calculated to provide a debt service coverage ratio equal to or greater than 1.5 times for the immediately preceding twelve-month period with respect to the County Bonds, as certified by the financial advisor for CFX. Unless otherwise specifically provided for herein, the debt service coverage ratio shall be calculated in a manner consistent with the CFX Master Bond Resolution.

(3) Projected net toll revenues from the Parkway (as determined by CFX's Traffic and Revenue Consultant) are calculated to provide a debt service coverage ratio

equal to or greater than 1.5 times for each and every year during which CFX Parity Bonds to finance the acquisition of the Parkway are then scheduled to be outstanding, provided, however, that in calculating such ratio, (a) any reimbursement obligations payable by CFX at the time of its acquisition of the Parkway as a System Project, (b) any payment obligations assumed by CFX at the time of its acquisition of the Parkway, and (c) any additional amounts not otherwise incorporated in the debt service coverage calculation to defease in escrow the County Bonds that are not then subject to redemption, shall be treated as additional debt service payments with respect to the proposed CFX Parity Bonds to be issued for such purpose. Unless otherwise specifically provided for herein, the debt service coverage ratio shall be calculated in a manner consistent with the CFX Master Bond Resolution. CFX may rely on the analysis of its financial advisor as to compliance with this requirement and such financial advisor may utilize assumptions regarding then applicable interest rates for similarly rated issuers and a thirty-year repayment period in providing such analysis.

(4) The conditions precedent to issuance of CFX Parity Bonds (or the provision of alternative funding sources) in a principal amount sufficient to finance or fund the acquisition of the Parkway shall have been satisfied, including without limitation, any conditions precedent set forth in the CFX Master Bond Resolution.

(5) The issuance of CFX Parity Bonds to finance the acquisition of the Parkway as a System Project, results in net present value savings in comparison to the then outstanding County Bonds, as determined by the financial advisor to CFX.

(6) The financial advisor to CFX has not advised CFX in writing that issuance of the proposed CFX Parity Bonds for the purpose of acquiring the Parkway as a System Project is expected to have an adverse effect on the CFX's underlying credit ratings.

(C) Upon compliance with the conditions described in the foregoing subsection (B), the County and OCX shall request in writing that CFX acquire the Parkway as a System Project. Upon receipt of such request, CFX shall promptly submit to the CFX governing board a request and recommendation that CFX acquire the Parkway as a System Project. If CFX determines to acquire the Parkway at such time, then such acquisition shall be subject to the following additional conditions:

(1) CFX shall promptly provide the County and OCX with a proposed schedule for the transaction to be diligently undertaken by CFX to acquire the Parkway as a System Project.

(2) Compliance with the terms of the Enabling Legislation, the 2014 Amendment, the CFX Master Bond Resolution and the County Transaction Documents; and

(3) CFX shall, as part of its transaction to acquire the Parkway as a System Project, refinance or otherwise assume the obligations of the County for the existing County Bonds for the Parkway, and shall either refinance or assume the obligation of the County under the SIB Loan; and

(4) In accordance with the 2014 Amendment, CFX shall reimburse the County for any additional costs incurred by the County for the Parkway. Costs of the Parkway that were separately funded by the County (including but not limited to the \$6 million cash contribution to the Parkway project, the \$2 million cash deposit to the General Reserve Fund, as required by the County Trust Agreement, costs associated with the SIB Loan and the letter of credit maintained by the County with respect to the construction of the Parkway for the benefit of the Reedy Creek Mitigation Bank and the \$3 million cash contribution by Polk County). Such reimbursement by CFX shall not include:

(a) any costs reimbursed to the County pursuant to Sections 4.02 or 5.03(C) hereof; or

(b) costs and expenses for which the County and/or OCX have already reimbursed themselves from County Toll Revenues; or

(c) any costs or obligations assumed by CFX as part of its acquisition of the Parkway as a System Project (e.g., the County shall not be reimbursed for any outstanding balance of the County Bonds or SIB Loan assumed or refinanced by CFX).

(5) CFX shall have acquired from the County any Parkway Expansion Right-of-Way that is reasonably needed by CFX at a purchase price determined by a fair-market value appraisal certified to both CFX and County as conforming to the Uniform Standards of Professional Appraisal Practice (the "Appraisal"), which Appraisal shall be performed by an Appraiser selected and agreed upon by the CFX Executive Director and the County Manager. CFX shall procure the hiring and pay the invoices of the agreed upon Appraiser, but the cost shall be split evenly by the parties. It is specifically acknowledged that the Appraiser shall appraise the value of the land with a highest and best use as of the date of conveyance by Avatar to the County and that the Appraiser may consult with CFX and County, their respective legal counsel and consultants as the Appraiser shall deem appropriate and that CFX and County shall cooperate in good faith with the Appraiser in preparation of the Appraisal. The Appraisal shall not incorporate any special instructions or assumptions within the Appraisal without consent of both CFX and County. Notwithstanding the above Appraisal process, the parties specifically agree that in no event shall the total Purchase Price for Parkway Expansion Right-of-Way exceed Ninety Thousand Dollars (\$90,000) per acre of acquired right of way. The Purchase Price shall be paid by the CFX to County at a closing by check or wire transfer from CFX to the County, subject to any customary and appropriate credits, adjustments and prorations as may be agreed upon by the parties and represents the full compensation to County for the Parkway Expansion Right-of-Way in connection with the transaction contemplated under this Agreement.

(6) The County and OCX shall transfer the right, title and interest to the property upon which the Parkway is located, and Parkway Expansion Right-of-Way and any associated property and improvement rights and interest to CFX.



(D) Following CFX's acquisition of the Parkway as a System Project, (1) all revenues of the Parkway shall be applied in accordance with the CFX Master Bond Resolution and (2) CFX shall assume responsibility for any continuing obligations of the County and OCX as owner and/or operator of the Parkway under any County Transaction Documents that remain outstanding on or after the effective date of such acquisition.

## **ARTICLE VI GENERAL PROVISIONS**

**SECTION 6.01. INTERLOCAL AGREEMENT PROVISIONS.** To the extent any provision of this Agreement constitutes a joint exercise of power, privilege or authority by and among the County, CFX and OCX, such provision shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Agreement shall be recorded with the Clerk of the Circuit Court of Osceola County and the Clerk of the Circuit Court of Orange County.

**SECTION 6.02. TERM OF AGREEMENT.** The term of this Agreement shall begin on the Effective Date and expire when all OCX Segments have been acquired, constructed and equipped or this Agreement has been rescinded with a notice of such rescission being recorded in the Official Records of Orange County Florida and Osceola County Florida.

### **SECTION 6.02. DISPUTE RESOLUTION.**

(A) The Parties agree to resolve any dispute related to the interpretation, performance or enforcement of this Agreement as outlined in this Section. Any Party may initiate the dispute resolution process by providing written notice to the other Parties.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If the Parties fail to resolve the dispute within 60 days of notice, the Parties shall attempt to resolve the dispute pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, before filing suit related to the interpretation, performance or enforcement of this Agreement.

**SECTION 6.03. BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon Parties hereto and their respective successors and assigns.

**SECTION 6.04. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 6.05. AMENDMENTS, CHANGES AND MODIFICATIONS.** No modification alteration or amendment to this Agreement shall be binding upon any Party until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto and filed in the Official Records of Orange County, Florida and Osceola County, Florida.

**SECTION 6.06. EXECUTION IN COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 6.07. APPLICABLE LAW.** This Agreement is made pursuant to Section 163.01, et seq., Florida Statutes, and shall be governed by and construed in accordance with the law of the State of Florida.

**SECTION 6.08. IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS.** No recourse shall be had for any payment due hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future officer, member, employee, director or agent of any of the Parties hereto as such, either directly or through a Party hereto, or any successor public or private corporation or entity thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

**SECTION 6.09. CAPTIONS.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**SECTION 6.10. PAYMENTS DUE ON HOLIDAYS.** If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Agreement, shall be other than on a Business Day such payments shall be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement.

**SECTION 6.11. PUBLIC AGENCIES.** At all times prior to and during the term of this Agreement, each of the Parties hereto shall constitute a "public agency" as that term is defined in Section 163.01(3)(b), Florida Statutes.

**SECTION 6.12. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

**SECTION 6.13. NOTICES.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

Osceola County, Florida:

Attn.: County Manager  
County Attorney  
1 Courthouse Square  
Suite 4500  
Kissimmee, FL 34741

Central Florida Expressway Authority:

Attn.: Executive Director  
General Counsel  
4974 Orl Tower Road  
Orlando, Florida 32807

Osceola County Expressway Authority:

Attn.: Executive Director  
General Counsel  
1 Courthouse Square #1100  
Kissimmee, Florida 34741

Any of the Parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**[Remainder of page intentionally left blank.]**

**IN WITNESS WHEREOF**, Osceola County has caused this Agreement to be executed by its duly authorized representative as of August 15, 2016.

**OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Donald S. Fisher  
County Manager

Two Witnesses as to Osceola County:

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

**IN WITNESS WHEREOF**, the Central Florida Expressway Authority has caused this Agreement to be executed and attested by its duly authorized officers as of August 15, 2016.

Two Witnesses as to CFX:

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

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

**IN WITNESS WHEREOF**, the Osceola County Expressway Authority has caused this Agreement to be executed and attested by its duly authorized officers as of August 15, 2016.

Two Witnesses as to OCX:

**OSCEOLA COUNTY EXPRESSWAY  
AUTHORITY**

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

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

# EXHIBIT A

## POINCIANA PARKWAY DEVELOPMENT AGREEMENT





CFH 2012148525  
Bk 4335 Pgs 291-402 (112 Pgs)  
DATE: 10/15/2012 12:02:56 PM  
MALCDM THOMPSON, CLERK OF COURT  
OSCEOLA COUNTY  
RECORDING FEES \$0.00

**AGREEMENT FOR DEVELOPMENT OF POINCIANA PARKWAY**

**By and Between**

**OSCEOLA COUNTY, FLORIDA**

**POLK COUNTY, FLORIDA**

**AVATAR PROPERTIES INC.**

**AND**

**OSCEOLA COUNTY EXPRESSWAY AUTHORITY**

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## **AGREEMENT FOR DEVELOPMENT OF POINCIANA PARKWAY**

**THIS AGREEMENT FOR DEVELOPMENT OF POINCIANA PARKWAY** (this "Development Agreement") is made and entered into as of October 15, 2012 by and between Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"), Polk County, a charter county and political subdivision of the State of Florida ("Polk County"), Avatar Properties Inc., a Florida corporation ("Avatar") and the Osceola County Expressway Authority, a body politic and corporate created by Part V, chapter 348, Florida Statutes (the "Expressway Authority").

### **WITNESSETH:**

**WHEREAS**, the parties to this Development Agreement acknowledge and agree that Poinciana Parkway, a controlled access arterial roadway extending from the current intersection of U.S. 17-92 and County Road 54 in Polk County to Cypress Parkway (CR 580), would be an important element in the traffic circulation systems of Osceola County and Polk County; and

**WHEREAS**, Poinciana Parkway has been adopted as part of the Osceola County Comprehensive Plan, Polk County Comprehensive Plan, Orlando Metropolitan Planning Organization Long Range Transportation Plan, and the Lakeland/Winter Haven Urbanized Area Metropolitan Planning Organization 2010 Long Range Transportation Study Cost Feasible Element; and

**WHEREAS**, Poinciana Parkway, formerly named the "Parker Highway Project," was identified by the Polk County Transportation Planning Organization (TPO) in its 2025 Long Range Transportation Plan as a proposed new two-lane arterial public road project which would be built by means of a public/private partnership and with private funding; and

**WHEREAS**, in reliance on this proposed collector public road project connecting Polk County and Osceola County, Polk County has included traffic projections for this road in its long range transportation planning for the northeast section of Polk County and has undertaken and completed construction of capacity improvements to CR54 (Ronald Reagan Parkway) to accommodate traffic from Poinciana Parkway; and

**WHEREAS**, Poinciana Parkway will create an additional hurricane evacuation route and increase access for public safety and emergency vehicles and enhance the overall development potential of property located not only along the Poinciana Parkway corridor, but throughout Osceola County and Polk County, thus increasing the ad valorem tax base and benefiting the citizens of Osceola County and Polk County; and

**WHEREAS**, Poinciana Parkway will ease the flow of vehicular traffic within Osceola County and Polk County and provide more direct access from Poinciana to U.S. 17-92 than is currently available and will provide a more convenient and quicker access to Interstate 4 and the Western Beltway, thereby providing the citizens of Osceola County and Polk County (particularly the residents of Poinciana), tourists and other temporary visitors to Osceola County and Polk County a direct connection to the Orlando-area beltway; and

**WHEREAS**, construction of Poinciana Parkway as a collector road connecting Polk County and Osceola County will provide employment opportunities, promote development and have a significant positive effect on the general economy of Osceola County and Polk County and will serve a valid public purpose of Osceola County and Polk County; and

**WHEREAS**, Avatar and Osceola County have previously entered into a Transportation Concurrency Agreement, dated December 15, 2006, which has been amended by an Amendment to Transportation Concurrency Agreement dated as of July 25, 2008, a Second Amendment to Transportation Concurrency Agreement dated as of December 20, 2010, and an Extension Agreement, dated as of February 6, 2012 (collectively, the "Concurrency Agreement"); and

**WHEREAS**, the Concurrency Agreement, among other things, requires Avatar to finance the acquisition, development and construction of Poinciana Parkway and begin actual construction not later than February 14, 2013 and requires that Poinciana Parkway be substantially complete and open to traffic not later than May 7, 2015; and

**WHEREAS**, the Concurrency Agreement further provides that if Avatar fails to comply with the terms and conditions set forth therein (including the timely construction of Poinciana Parkway), the Concurrency Agreement becomes null and void and all aspects of the Vested Property (as defined in the Concurrency Agreement) shall be subject to all transportation concurrency requirements then in effect; and

**WHEREAS**, simultaneously with the Concurrency Agreement, Avatar and Osceola County entered into a Property Acquisition Agreement, dated December 15, 2006 (the "Acquisition Agreement"), pursuant to which Osceola County agreed to exercise its power of eminent domain for the acquisition of certain property required for the construction of Poinciana Parkway; and

**WHEREAS**, simultaneously with the Concurrency Agreement and Acquisition Agreement, Avatar and Osceola County entered into a Poinciana Parkway Regulatory Agreement, which has been amended and restated in its entirety by the First Amended and Restated Poinciana Parkway Regulatory Agreement dated as of July 25, 2008, the First Amendment to First Amended and Restated Poinciana Parkway Regulatory Agreement dated as of December 20, 2010, and an Extension Agreement, dated as of February 6, 2012 (collectively, the "Osceola Regulatory Agreement"); and

**WHEREAS**, the Osceola Regulatory Agreement, among other things, requires Avatar and its permitted assignees to design, construct and operate Poinciana Parkway as a private toll road, grants Avatar the right to establish tolls within certain specified limits; and

**WHEREAS**, Avatar and Polk County have previously entered into a Poinciana Parkway Regulatory Agreement (Polk County), dated December 20, 2006, which has been amended and restated in its entirety by the First Amended and Restated Poinciana Parkway Regulatory Agreement (Polk County), dated as of August 6, 2008, the First Amendment to First Amended and Restated Poinciana Parkway Regulatory Agreement (Polk County), dated as of October 20, 2010 (collectively, the "Polk Regulatory Agreement") for the purpose of providing for a public/private partnership for the ultimate construction of a continuous collector road beginning

at the existing intersection of CR54 and US 17/92 in Polk County and terminating in Osceola County at the intersection of Marigold Avenue and Cypress Parkway; and

**WHEREAS**, Avatar has made an extensive, but to date unsuccessful, effort to finance the construction of Poinciana Parkway as a private toll road; and

**WHEREAS**, on July 1, 2010, the Florida Legislature created the Osceola County Expressway Authority by enactment of CS/CS/CS/HB-1271, codified as Part V, Chapter 348, Florida Statutes; and

**WHEREAS**, Osceola County, Polk County and Avatar desire to restructure their contractual relationships to accommodate construction and operation of Poinciana Parkway as a continuous collector road beginning in Polk County and terminating in Osceola County in accordance with the terms of this Development Agreement; and

**WHEREAS**, the funding, construction, operation and maintenance of Poinciana Parkway by Osceola County, Polk County and the Expressway Authority in accordance with the terms of this Development Agreement will enhance the development potential of nearby property owned by Avatar and, together with other considerations set forth in this Development Agreement, is adequate consideration for the Avatar's agreement to transfer and convey the plans, permits and right-of-way necessary for the construction of Poinciana Parkway, as required by Article III hereof;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

**SECTION 1.01. RECITALS.** The parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Development Agreement.

**SECTION 1.02. DEFINITIONS.** As used in this Development Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

**"Acquisition Agreement"** means the Property Acquisition Agreement, dated December 15, 2006, between Avatar and Osceola County.

**"Additional Bonds"** means any series of bonds, notes or other obligations issued by Osceola County or the Expressway Authority on a parity with the Series 2013 Bonds.

**"Avatar"** means Avatar Properties Inc., a Florida corporation.

**"Avatar Construction Plans"** means the Poinciana Parkway plans, specifications and other engineering documents prepared by the Avatar Engineers to plan or design portions of Poinciana Parkway, all of which are listed in Appendix C attached hereto and made a part hereof.

**"Avatar Engineers"** means those engineers, firms and consultants listed in Appendix A, attached hereto and made a part hereof, engaged by Avatar to prepare the Avatar Construction Plans.

**"Avatar Investment"** means \$48,000,000, which represents the approximate amount represented by Avatar as heretofore expended by Avatar to design and finance the construction of Poinciana Parkway.

**"Avatar Reserved Rights"** means the rights and privileges set forth in subsections (D) and (E) of Section 3.04 hereof.

**"Bridge Segment"** means the approximately 4.15 mile controlled access segment of Poinciana Parkway between from East Bourne Road and the Osceola/Polk County line, as more particularly depicted on Appendix B attached hereto and made a part hereof.

**"Concurrency Agreement"** means the Transportation Concurrency Agreement dated December 15, 2006 between Osceola County and Avatar, as amended by that certain Amendment to Transportation Concurrency Agreement dated July 25, 2008, that certain Second Amendment to Transportation Concurrency Agreement dated December 20, 2010, an Extension Agreement, dated as of February 6, 2012, and the Judge Farms Acquisition Agreement.

**"Concurrency Right-of-Way"** means additional right-of-way for (A) Marigold Avenue from Cypress Parkway to Eastbourne Road – 2 lanes to 4 lanes, (B) Koa Street from Marigold Avenue to Doverplum Avenue – 2 lanes to 4 lanes, (C) Doverplum Avenue from Old Pleasant Hill Extension to Koa Street – 2 lanes to 4 lanes, (D) Poinciana Boulevard from Pleasant Hill Road to Reaves Road – 2 lanes to 4 lanes, (E) Bayberry Avenue from Walnut Street to Old



Pleasant Hill Extension – 4 lanes, (F) Old Pleasant Hill Extension from Bayberry Avenue to Cypress Parkway – 4 lanes, and Southport Connector – 4 lanes, as depicted in Appendix K attached hereto and made a part hereof.

**"Construction Manager"** means the "construction management entity" (as defined in Section 255.32(4), Florida Statutes) as may be selected by the Expressway Authority in accordance with its adopted policies and procedures.

**"Construction Management Agreement"** means any agreement entered into pursuant to Section 4.02(C) hereof between the Expressway Authority and the Construction Manager.

**"Construction Plans"** means the Avatar Construction Plans, as modified pursuant to Section 4.02 hereof.

**"Design-Build Agreement"** means any agreement entered into pursuant to Section 4.02(C) hereof between the Expressway Authority and the Design-Builder.

**"Design-Builder"** means the "design-build firm" (as defined in section 287.055(2)(h), Florida Statutes) as may be selected by the Expressway Authority in accordance with its adopted policies and procedures.

**"Design Criteria"** means the criteria for Poinciana Parkway design and engineering, as set forth in Appendix F attached hereto and made a part hereof.

**"Design Plan Stage"** means the thirty percent, sixty percent, ninety percent and one hundred percent design completion stage.

**"Development Agreement"** means this Agreement for Development of Poinciana Parkway, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

**"Effective Date"** means the date shown in the first paragraph of this Development Agreement.

**"Expressway Authority"** means the Osceola County Expressway Authority, a body politic and corporate created by Part V, Chapter 348, Florida Statutes.

**"Expressway Representative"** means the chair of the Expressway Authority's governing board and such person's designees, as designated in writing to Osceola County and Polk County, and when used in reference to any act or document, also means any other person authorized by resolution of the Expressway Authority's governing body to perform such act or sign such document.

**"Expressway Revenue Bonds"** means the Series 2013 Bonds and any Additional Bonds issued by Osceola County.

**"Expressway System"** means the Bridge Segment, the Southwest Segment, the Rhododendron Extension, the "Southport Connector Expressway," the "Northeast Connector

Expressway," and the "Poinciana Parkway Connector," either as depicted in the Expressway Authority's 2040 Master Plan or as more particularly depicted on Appendix B attached hereto and made a part hereof.

**"FDOT"** means the Florida Department of Transportation.

**"Fiscal Year"** means that period commencing October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for Osceola County, Polk County and the Expressway Authority.

**"Force Majeure"** means acts or events which reasonably relate to the performance of a term or condition hereof, including, without limitation, any major event of nature, floods, unintended fires, hurricanes, accidents, strikes, labor shortages, major breakdowns of essential equipment, acts of war or terrorism, actions of government other than the actions of the parties hereto, foreseen or unforeseen, or similar events or causes, which are beyond the reasonable control of a party hereto and without the fault or negligence of a party hereto and adversely affect the practicability of constructing Poinciana Parkway. The term "Force Majeure" shall include delays resulting from third-party intervention and/or appeals in the issuance of Permit modifications.

**"General Reserve Fund"** means the "Osceola County, Florida Expressway General Reserve Fund" created pursuant to the Trust Agreement.

**"Initial Project Account"** means "Initial Project Account" of the "Osceola County, Florida Expressway Project Fund" created pursuant to the Trust Agreement.

**"Judge Farms Acquisition Agreement"** means the Real Property Purchase Agreement between Osceola County and Avatar, executed by Avatar on June 29, 2012 and approved by Osceola County's Board of Commissioners on July 16, 2012.

**"Lease-Purchase Agreement"** means the Lease-Purchase Agreement between Osceola County and the Expressway Authority described in Section 4.01 hereof.

**"Letters of Credit"** means Letters of Credit No. 63660367, dated April 11, 2012, and No. 63660368, dated March 29, 2012, issued by Citibank, N.A. in favor of Osceola County and Polk County, respectively.

**"Non-Ad Valorem Funds"** means all revenues of Osceola County or Polk County derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein, but only after provision has been made by the Osceola County or Polk County for the payment of all essential or legally mandated services.

**"Northwest Segment"** means the approximately 1.34 mile segment of Poinciana Parkway following the existing alignment of Kinney Harmon Road between the Osceola/Polk County line on the east and the CR 54/U.S. 17-92 intersection on the west in Polk County, designed to provide a continuous and perpetual collector road connecting Polk County and Osceola, as more particularly depicted on Appendix B attached hereto and made a part hereof.

**"Northwest Segment Project Cost"** means the cost incurred by the Expressway Authority to expand the Northwest Segment.

**"Osceola County"** means Osceola County, Florida, a charter county and political subdivision of the State of Florida.

**"Osceola County Expressway Authority Law"** means Chapter 348, Part V, Florida Statutes, as amended from time to time.

**"Osceola County's Representative"** means Osceola County's chief executive officer and such person's designees, as designated in writing to the Expressway Authority, and when used in reference to any act or document, also means any other person authorized by resolution of Osceola County's Board of Commissioners to perform such act or sign such document.

**"Osceola Regulatory Agreement"** means the Poinciana Parkway Regulatory Agreement between Osceola County and Avatar dated December 15, 2006, as amended and restated in its entirety by that certain First Amended and Restated Poinciana Parkway Regulatory Agreement dated July 25, 2008, the First Amendment to First Amended and Restated Poinciana Parkway Regulatory Agreement dated December 20, 2010, an Extension Agreement, dated as of February 6, 2012, and the Judge Farms Acquisition Agreement.

**"Parkway Completion Bonds"** means the Additional Bonds, if any, issued by Osceola County pursuant to Section 5.06 hereof to complete the initial construction of Poinciana Parkway.

**"Permit-Ready Design-Build Construction Documents"** means construction documents delivered to the Expressway Authority by the Design-Builder to begin construction of any component of Poinciana Parkway or for submission to a regulatory agency for modification of a Permit.

**"Permits"** means those permits and approvals listed on Appendix E attached hereto and made a part hereof.

**"Poinciana Parkway"** means an approximately 9.66 mile controlled access collector road which will perpetually connect Polk County with Osceola County, beginning at the existing intersection of County Road 54 and US 17-92 in Polk County, Florida and terminating in Osceola County, Florida at Cypress Parkway (CR 580), including the Northwest Segment, the Bridge Segment, the Rhododendron Extension and the Southeast Segment or Southwest Segment, all of which are graphically shown and depicted on Appendix B.

**"Poinciana Parkway Escrow Agreement"** means the agreement to be entered into among Osceola County, the Expressway Authority, Avatar and a mutually acceptable escrow holder, to hold and deliver the instruments listed in Section 3.05 hereof.

**"Poinciana Parkway Escrow Holder"** means the person or entity designated in the Poinciana Parkway Escrow Agreement to hold and deliver the documents described in Sections 3.04 hereof.

**"Poinciana Parkway Funding Agreement"** means the agreement pursuant to which Osceola County agrees to deliver the Series 2013 Bonds against payment therefore by the purchaser or underwriter thereof, and on which the proceeds of the Series 2013 Bonds become available for use by the Expressway Authority for the initial design and construction of Poinciana Parkway.

**"Poinciana Parkway Funding Date"** means the date on which the Series 2013 Bonds are delivered pursuant to the Poinciana Parkway Funding Agreement and the proceeds of the Series 2013 Bonds become available for use by the Expressway Authority for the initial design and construction of Poinciana Parkway.

**"Poinciana Parkway Project Cost"** means the cost incurred by the Expressway Authority to acquire, design and construct Poinciana Parkway.

**"Polk County"** means Polk County, a charter county and political subdivision of the State of Florida.

**"Polk County Funding Date"** means the date established in Section 5.02(A) hereof.

**"Polk Regulatory Agreement"** means the Poinciana Parkway Regulatory Agreement (Polk County), dated December 20, 2006, which has been amended and restated in its entirety by the First Amended and Restated Poinciana Parkway Regulatory Agreement (Polk County), dated as of August 6, 2008, the First Amendment to First Amended and Restated Poinciana Parkway Regulatory Agreement (Polk County), dated as of October 20, 2010.

**"Preliminary Design-Build Submittal"** means the conceptual design submitted by the Design-Builder during the Expressway Authority's selection process.

**"Public Safety Site"** means the approximately 9.827 acre parcel of land which is more particularly described as follows: Lots E and F, Poinciana Office and Industrial Park VII, according to the Plat thereof, as recorded in Plat Book 61, at Pages 4 and 5, Public Records of Polk County, Florida.

**"Reedy Creek Agreement"** means the Settlement Agreement between and among Avatar and American Properties Inc. and Reedy Creek Mitigation Land Bank, Ltd., American Equities Ltd. No. 7 originally dated April \_\_\_, 2007 and signed by the last of the parties thereto on May 8, 2007, as amended by the First Amendment to Reedy Creek Settlement Agreement between the parties, dated as of December 8, 2010.

**"Revenues"** means all receipts, revenues, income, proceeds and money received in any period by or for Osceola County or the Expressway Authority in respect of the Expressway System, as more particularly described in the Trust Agreement.

**"Rhododendron Extension"** means a new limited access roadway extending the Southwest Segment Corridor northward, as depicted in Appendix B attached hereto and made a part hereof.

**"Rhododendron Extension Corridor"** means the 300 foot right-of-way extending the Southwest Segment Corridor northward, as depicted in Appendix G attached hereto and made a part hereof, and described in Appendix I attached hereto and made a part hereof.

**"Series 2013 Bond Yield"** means a discount rate equal to the arbitrage true interest cost which will be computed in compliance with Federal Regulations as defined under sections 1.103-13(c), 1.148(b)(5), and 1.148-9T(a), i.e., the discount rate, assuming semi-annual compounding, at which aggregate payments of principal and interest on the Series 2013 Bonds have a present value equal to the issue price paid for the Series 2013 Bonds by the holders thereof; issue price being defined as the principal amount of Series 2013 Bonds, plus any accrued interest, less (A) any original issue discount or plus the original issue premium and (B) the cost of any bond insurance premium or liquidity or credit enhancement fee paid from the proceeds thereof.

**"Series 2013 Bonds"** means the bonds issued by Osceola County pursuant to Section 5.03 hereof.

**"Southeast Segment"** means the approximately 4.17 mile segment of Poinciana Parkway following the existing alignment of Marigold Avenue from Cypress Parkway to East Bourne Road in Osceola County, as more particularly depicted on Appendix B attached hereto and made a part hereof.

**"Southwest Segment"** means a new limited access roadway to be constructed generally along the alignment of Rhododendron Avenue in Osceola County, the approximate location of which is more particularly depicted in Appendix B attached hereto and made a part hereof.

**"Southwest Segment Corridor"** means the planned right-of-way of approximately 150 feet, adjacent and to the west of the platted corridor, owned and to be contributed by Avatar pursuant to Section 3.04 hereof, as depicted in Appendix G attached hereto and made a part hereof and described in Appendix H attached hereto and made a part hereof.

**"Southwest Segment Escrow Agreement"** means the agreement to hold and deliver documents conveying the portion of the Southwest Segment Reservation Area that will be utilized for construction of the Southwest Segment, as shown on the Permit-Ready Design-Build Construction Documents, as described in Section 4.02(D)(1)(b) hereof, or construction plans at the final Design Plan Stage, as described in Section 4.02(D)(2)(d) hereof. If the Southwest Segment is to be constructed from proceeds of the Series 2013 Bonds, the "Southwest Segment Escrow Agreement" shall mean the "Poinciana Parkway Escrow Agreement."

**"Southwest Segment Escrow Holder"** means the person or entity designated in the Southwest Segment Escrow Agreement to hold and deliver the documents described in Section 3.08 hereof. If the Southwest Segment is to be constructed from proceeds of the Series 2013 Bonds, the "Southwest Segment Escrow Holder" shall mean the "Poinciana Parkway Escrow Holder."

**"Southwest Segment Funding Agreement"** means the agreement pursuant to which Osceola County agrees to deliver Additional Bonds against payment therefore by the purchaser or underwriter thereof, and on which the proceeds of such Additional Bonds become available for use by the Expressway Authority for design and construction of Southwest Segment. If the

Southwest Segment is to be constructed from proceeds of the Series 2013 Bonds, the "Southwest Segment Funding Agreement" shall mean the "Poinciana Parkway Funding Agreement."

**"Southwest Segment Funding Date"** means the date on which Additional Bonds are delivered pursuant to the Poinciana Parkway Funding Agreement. If the Southwest Segment is to be constructed from proceeds of the Series 2013 Bonds, the "Southwest Segment Funding Date" shall mean the "Poinciana Parkway Funding Date."

**"Southwest Segment Project Cost"** means the cost incurred by the Expressway Authority to acquire, design and construct the Southwest Segment.

**"Southwest Segment Release Date"** means the date that is ten years from the Poinciana Parkway Funding Date.

**"Southwest Segment Reservation Area"** means the property depicted in Appendix G attached hereto and made a part hereof and described in Appendix J attached hereto and made a part hereof.

**"Southwest Segment Reservation Area Restrictions"** means the restrictions set forth in subsections (A) and (B) of Section 3.06 hereof.

**"State"** means the State of Florida.

**"Trust Agreement"** means the Trust Agreement securing the Expressway Revenue Bonds, and any supplements and amendments hereto permitted thereby.

**"Unfulfilled Obligations"** means unfulfilled agreements, conditions, requirements or actions agreed to by Avatar concerning the initial design and construction of Poinciana Parkway listed in Appendix L.

**"Vested Property"** means the property depicted in Appendix S.

**SECTION 1.03. INTERPRETATION.** Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Development Agreement; the term "heretofore" shall mean before the date this Development Agreement is executed; and the term "hereafter" shall mean after the date this Development Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other parties to this Development Agreement. All parties have participated in the drafting and preparation of this Development Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

**SECTION 1.04. SECTION HEADINGS.** Any headings preceding the texts of the several Sections of this Development Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Development Agreement nor affect its meaning, construction or effect.

## **ARTICLE II REPRESENTATIONS**

**SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY.** Osceola County makes the following representations as the basis for the undertakings on the part of Polk County, Avatar and the Expressway Authority herein contained:

(A) Osceola County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Development Agreement and to carry out its obligations hereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this Development Agreement.

(C) Osceola County has duly authorized the execution and delivery of this Development Agreement, and assuming the due authorization, execution and delivery by the other parties hereto, this Development Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Development Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Development Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**SECTION 2.02. REPRESENTATIONS OF POLK COUNTY.** Polk County makes the following representations as the basis for the undertakings on the part of Osceola County, Avatar and the Expressway Authority herein contained:

(A) Polk County is duly organized and validly existing as a charter county and political subdivision of the State.

(B) Polk County has full power and authority to enter into the transactions contemplated by this Development Agreement and to carry out its obligations hereunder.

(C) Polk County is not in default under any provisions of the laws of the State material to the performance of its obligations under this Development Agreement.

(D) Polk County has duly authorized the execution and delivery of this Development Agreement, and assuming the due authorization, execution and delivery by the other parties hereto, this Development Agreement constitutes a valid and legally binding obligation of Polk County, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(E) The authorization, execution and delivery of this Development Agreement and the compliance by Polk County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to Polk County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Polk County is subject or by which it is bound.

(F) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Polk County, threatened against or affecting Polk County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Development Agreement or which, in any way, would materially adversely affect the validity of this Development Agreement or any agreement or instrument to which Polk County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**SECTION 2.03. REPRESENTATIONS OF AVATAR.** Avatar makes the following representations as the basis for the undertakings on the part of Osceola County, Polk County and the Expressway Authority herein contained:

(A) Avatar is a Florida corporation, and has all requisite power and authority to enter into the transactions contemplated by this Development Agreement and to carry out its obligations hereunder.

(B) Avatar is not in default under any provisions of applicable law material to the performance of its obligations under this Development Agreement.

(C) Avatar has duly authorized the execution and delivery of this Development Agreement, and assuming the due authorization, execution and delivery by the other parties hereto, this Development Agreement constitutes a valid and legally binding obligation of Avatar, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Development Agreement, and the compliance by Avatar with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree,



order or any provision of the Constitution or laws of the State of Florida relating to Avatar or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Avatar is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Avatar, threatened against or affecting Avatar, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Development Agreement, or any agreement or instrument to which Avatar is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

#### **SECTION 2.04. REPRESENTATIONS OF EXPRESSWAY AUTHORITY.**

The Expressway Authority makes the following representations as the basis for the undertakings on the part of Osceola County, Polk County and Avatar herein contained:

(A) The Expressway Authority is duly organized and validly existing as a a body politic and corporate created by Part V, Chapter 348, Florida Statutes.

(B) The Expressway Authority has full power and authority to enter into the transactions contemplated by this Development Agreement and to carry out its obligations hereunder.

(C) The Expressway Authority is not in default under any provisions of the laws of the State material to the performance of its obligations under this Development Agreement.

(D) The Expressway Authority has duly authorized the execution and delivery of this Development Agreement, and assuming the due authorization, execution and delivery by the other parties hereto, this Development Agreement constitutes a valid and legally binding obligation of the Expressway Authority, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(E) The authorization, execution and delivery of this Development Agreement and the compliance by the Expressway Authority with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the Expressway Authority or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the Expressway Authority is subject or by which it is bound.

(F) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Expressway Authority, threatened against or affecting the Expressway Authority, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Development Agreement or which, in any way, would materially adversely affect the validity of this Development Agreement or any agreement or instrument to which the

Expressway Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**ARTICLE III**  
**PLANS, PERMITS AND RIGHT-OF-WAY**

**SECTION 3.01. ASSIGNMENT OF AVATAR CONSTRUCTION PLANS.**

Within five days of the Effective Date, Avatar shall execute and deliver an Assignment and Assumption of Construction Plans to the Expressway Authority, in the form attached hereto as Appendix O, assigning all of its contractual, common law, statutory and other rights to and interests in the Avatar Construction Plans, including rights to supporting electronic design files, including ownership, licenses, and copyright, if any, in those documents and other property interests thereto, whether owned directly or by assignment from the Avatar Engineers, without representation or warranty of any kind, except that on a non-exclusive basis and except as otherwise provided and reserved herein. Between the Effective Date of this Development Agreement and the Poinciana Parkway Funding Date, Avatar agrees not to share, provide, sell or assign its contractual, common law, statutory or other rights to and interests on the Avatar Construction Plans as described in this Section 3.01 without the prior written consent of the other parties to this Development Agreement. By its express terms, the assignment shall become exclusive, complete and shall include all rights reserved by Avatar, without further action of the parties, on the Poinciana Parkway Funding Date. In the event that the Development Agreement is terminated because Osceola County fails to issue the Series 2013 Bonds prior to the first anniversary of the Effective Date (which may be extended for an additional period of six months at Osceola County's option) or for any other reason, the Expressway Authority shall promptly upon request of Avatar, reassign all right, title and interest to the Avatar Construction Plans to Avatar. No monetary payment shall be made to Avatar in connection with such assignments and transfers. The Expressway Authority acknowledges and agrees that without the consent of the Avatar Engineers to the foregoing assignment and transfer, the Expressway Authority is not guaranteed to be in privity with or to have the right to hold the Avatar Engineers responsible for any errors or omissions contained in the Avatar Construction Plans.

**SECTION 3.02. PERMIT TRANSFERS.**

(A) Avatar represents to Osceola County and the Expressway Authority that, to the best of its knowledge and belief, and except as otherwise set forth or qualified in this Development Agreement, the Permits are those necessary for the initial design and construction of the Bridge Segment, the Northwest Segment and the Southeast Segment in accordance with the Avatar Construction Plans and that it is unaware of any of any other permits or government approvals necessary for the initial design and construction of the Bridge Segment, the Northwest Segment and the Southeast Segment in accordance with the Avatar Construction Plans. It is understood and agreed that the knowledge, belief and awareness of Avatar is restricted to that of Anthony Iorio, PK Fletcher and Reginald Tisdale and that the knowledge, belief or awareness of any other person or entity shall not be imputed to Avatar.

(B) Avatar, Osceola County and the Expressway Authority shall timely cooperate with each other to initiate the appropriate regulatory process to transfer the Permits to the Expressway Authority immediately after the Poinciana Parkway Funding Date. Avatar and the Expressway Authority shall execute an Assignment and Assumption of Permits, in the form attached hereto as Appendix P. No monetary payment shall be made to Avatar in connection

with such transfers. On the Poinciana Parkway Funding Date, the Expressway Authority shall assume and agree to pay and perform all obligations under the Permits and related government approvals. Prior to the Poinciana Parkway Funding Date, no application for modification of the Army Corps of Engineers permit described in Appendix E shall be submitted to, or discussed with, the Army Corps of Engineers, by or on behalf of the Expressway Authority, Polk County or Osceola County without the prior written consent of Avatar. Notwithstanding the foregoing, the Expressway Authority may submit modifications to those South Florida Water Management District permits described on Appendix E hereto prior to the Poinciana Parkway Funding Date and may pursue such modifications up to but not including issuance of the South Florida Water Management District Technical Staff Report or any other action which creates a point of entry under Chapter 120, Florida Statutes. The Expressway Authority shall submit independent permit applications to the Army Corps of Engineers and the South Florida Water Management District in accordance with the provisions of this paragraph for the Southwest Segment and the Rhododendron Extension.

**SECTION 3.03. UNFULFILLED OBLIGATIONS.** Appendix L hereto contains a schedule of Unfulfilled Obligations. To the best of Avatar's knowledge and belief, and except as otherwise set forth or qualified in this Development Agreement or as disclosed in the Avatar Construction Plans or the Permits, the schedule of Unfulfilled Obligations is a complete list. It is understood and agreed that the knowledge, belief and awareness of Avatar is restricted to that of Anthony Iorio, PK Fletcher and Reginald Tisdale and that the knowledge, belief or awareness of any other person or entity shall not be imputed to them. Further, Avatar will provide the written documents and agreements, if any, that may describe the Unfulfilled Obligations. On the Poinciana Parkway Funding Date, the Expressway Authority shall assume and perform all Unfulfilled Obligations, and related government approvals. The Expressway Authority and Avatar shall execute and deliver an Assignment and Assumption of Unfulfilled Obligations, in the form attached hereto as Appendix Q, relating to the Unfulfilled Obligations. Notwithstanding any implication to the contrary, except in the event of an intentional and negligent misrepresentation or omission in connection therewith, Avatar shall not have any obligation or liability for any error, omission or inaccuracy contained in the schedule of Unfulfilled Obligations.

**SECTION 3.04. RIGHT-OF-WAY CONVEYANCE.**

(A) Avatar represents to Osceola County, Polk County and the Expressway Authority that, to the best of its knowledge and belief, and except as otherwise set forth or qualified in this Development Agreement, the Avatar Construction Plans or the Permits, Appendix D includes the property and property interests necessary for the initial design and construction of the Northwest Segment, the Bridge Segment and the Southeast Segment as a collector road connecting Polk County and Osceola County in accordance with the Avatar Construction Plans and the Permits. It is understood and agreed that the knowledge, belief and awareness of Avatar is restricted to that of Anthony Iorio, PK Fletcher and Reginald Tisdale and that the knowledge, belief or awareness of any other person or entity shall not be imputed to Avatar. At its option, the Expressway Authority may obtain a title insurance commitment (ALTA Form B) from a Florida licensed title insurance issuer covering the property and property interests listed in Appendix D, the Southwest Segment Corridor and the Rhododendron Extension. The cost of the commitment and any ensuing title insurance policy shall be paid by the Expressway Authority. Avatar,

Osceola County and the Expressway Authority shall timely cooperate with each other to discharge all liens, encumbrances, exceptions and qualifications listed in the commitment. It is understood that Avatar shall have no obligation to expend any funds in connection therewith (other than staff time and, at Avatar's election, outside counsel fees) and that Avatar is conveying only such interest as it may have in connection with any of such property and interests, in each case in their "As Is, Where Is" condition as of the Effective Date with respect to title and physical condition.

(B) Avatar shall donate right of way for the Northwest Segment, the Bridge Segment and the Southeast Segment, as shown in Appendix D, the Southwest Segment Corridor, as depicted in Appendix G and described in Appendix H and the Rhododendron Extension Corridor, as depicted in Appendix G and described in Appendix I, to Osceola County or Polk County, as appropriate, but only to the extent of the interest therein owned by it as of the Effective Date and subject to the timing requirements of Sections 3.05 and 3.07 hereof. Conveyance shall be by special warranty deed, subject only to those matters as to which title is subject to as of the Effective Date, zoning and taxes and assessments for the year of closing. Avatar shall convey the portion of the right-of-way at the intersection of U.S. 17-92 that is intended for the FDOT to Osceola County rather than to FDOT and Osceola County shall transfer such right-of-way to FDOT when necessary.

(C) No monetary payment shall be made to Avatar in connection with the conveyance of the right of way conveyed pursuant to the foregoing subsections (A) and (B), the Southwest Segment Corridor, the Rhododendron Extension Corridor or property to be conveyed from the Southwest Segment Reservation Area. Except as described in the foregoing sentence, Avatar is not waiving or relinquishing and shall not be construed to waive or otherwise relinquish any claim to or rights to compensation for the taking of additional right of way, property or other interests beyond those required to be conveyed by Avatar pursuant to the foregoing subsection (A), the Southwest Segment Corridor, the Rhododendron Extension Corridor or property to be conveyed from the Southwest Segment Reservation Area. In the event that any right-of-way or interest in land is conveyed by Avatar to Osceola County pursuant to the requirements hereof and thereafter becomes permanently unnecessary for the construction of Poinciana Parkway or related avenues of access, appurtenant facilities or future expansions of the Poinciana Parkway in accordance with the Expressway Authority's 2040 Master Plan (as determined by the Expressway Authority in its reasonable judgment), either because of redesign or construction of Poinciana Parkway separately from the Rhododendron Extension and the Southwest Segment, or because construction of the Rhododendron Extension, then any such excess right-of-way or interest in land, to the extent permitted by law, shall promptly be reconveyed to Avatar upon request.

(D) Avatar shall have the right to reserve, declare, create or impose in the easements or deeds conveying the rights-of-way lying in Osceola County required in this Development Agreement, or to make such conveyances subject thereto, as the case may be, the rights, easements, restrictions and privileges set forth in this subsection, as follows:

(1) Avatar and its affiliates shall be granted the right to construct, operate and maintain underground and overhead crossings for golf carts, vehicles, pedestrians and utilities in connection with the development of Avatar's adjacent lands. Such facilities

shall be subject to the approval of the entities owning and operating such portion of the Bridge Segment, the Southwest Segment and the Rhododendron Extension, as the case may be, provided such approval shall not be unreasonably withheld and provided that they do not prevent or materially and adversely affect the operation and maintenance of the Bridge Segment, the Southwest Segment or the Rhododendron Extension contemplated by this Development Agreement, including expansion to six lanes, as contemplated by the Design Criteria. Neither Osceola County nor the Expressway Authority shall be responsible for any damage done to said underground or overhead crossings when expanding any portion of the Bridge Section, Southwest Section or Rhododendron Extension. Avatar shall be responsible for paying all costs associated with any tunnels and crossings, including the modification or obtaining of any new or additional permits required from any governmental authority in connection therewith and any financing related to such tunnels and crossings. Any permits required from Osceola County or the Expressway Authority for such tunnels or crossings shall not be conditioned or delayed unreasonably. Further, Avatar shall defend, indemnify and hold harmless Osceola County and the Expressway Authority from and against any and all obligations, liabilities, claims or demands, whatsoever arising out of or in connection with the construction, operations, maintenance or use of said tunnels or crossings, except any caused directly and solely by Osceola County or the Expressway Authority. Avatar shall keep the following types of insurance, with the respective limits, in effect with an insurance company licensed to do business in the State of Florida rated in the highest category available at commercially reasonable rates:

(a) Automobile:

Combined Single Limit: \$1,000,000.00 per accident,

OR

Bodily Injury: \$1,000,000.00 per person,

AND

Property Damage: \$1,000,000.00 per accident;

(b) General Liability: \$1,000,000.00 each occurrence;

(c) General Aggregate: \$2,000,000.00; and

(d) Excess Coverage: \$10,000,000.00.

(2) At all times prior to the original stated maturity date of the Series 2013 Bonds, the Bridge Segment, the Southwest Segment and the Rhododendron Extension, including all rights of way and permits related thereto, shall be owned and operated by a public entity; provided however, that this paragraph shall not be construed to prohibit "fee for service" agreements for toll collection, facility maintenance and other similar services, but such agreements shall not permit operation of the Bridge Segment, the

Southeast Segment, the Northwest Segment, the Southwest Segment or the Rhododendron Extension for the ultimate benefit or account of any private party.

(3) The restrictions and covenants set out in subsections 3.05(D)(1) and (2) above shall not apply to rights-of-way lying in Polk County which is to be conveyed to Polk County and/or to FDOT.

(E) The following additional restrictions shall be applicable to the rights-of-way lying in Osceola County conveyed by Avatar pursuant to this Development Agreement:

(1) Avatar shall impose a perpetual restriction on the use of the west side of the Bridge Segment, the Southwest Segment and the Rhododendron Extension prohibiting construction or installation of overhead electric transmission facilities. Such restriction shall not restrict the right to utilize the west side of such rights-of-way for essential facilities relating to the operation of Poinciana Parkway, including but not limited to the collection of tolls, including necessary overhead electric or lighting facilities. Osceola County and the Expressway Authority shall not permit the construction or installation of overhead electric transmission facilities on the west side of the Bridge Segment, the Southwest Segment and the Rhododendron Extension.

(2) Drainage facilities required for the Bridge Segment, the Rhododendron Extension and the Southwest Segment shall be designed and configured to be joint use facilities and shared wherever feasible so as to promote efficiency in operation, construction and the use of land. When possible, such facilities shall be located and configured so as to create a buffer and amenity to adjacent residential areas. A description of those drainage facilities that are currently anticipated to be shared facilities is attached hereto as Appendix M and made a part hereof. In connection with any such shared facility, the parties will enter into a Stormwater Drainage, Construction and Maintenance Easement Agreement in the form attached hereto as Appendix N and made a part hereof. Appendix D indicates whether the conveyance by Avatar shall be a conveyance of the fee title or of an easement with respect to each particular drainage facility. Avatar shall have the right to relocate or reconfigure (including dredging to remove additional fill material therefrom) any such drainage facility from time to time in order to accommodate development of its property, provided that such relocation or reconfiguration does not impair the operation of Poinciana Parkway; provided however, that (a) it shall pay all costs associated with such relocation or modification, including the modification or obtaining of any new or additional permits required from any governmental authority in connection therewith, (b) no relocation or modification shall diminish the capacity or function (including any opportunity for further expansion that may have otherwise existed) provided by such facility to any other party, and (c) the relocation or modification shall be accomplished in a manner that does not impair the functions or capacity of the applicable facility during the relocation or modification.

(3) In the event there is a necessity to avoid materially impacting environmentally sensitive areas, Avatar may construct parallel access roads within the Southwest Segment at its own expense; provided that (a) Osceola County issues a permit for such construction in accordance with its usual practices, which permits shall not be

conditioned or delayed unreasonably; (b) the parallel access roads are consistent with the Design Criteria and do not adversely affect the operation and maintenance of the Southwest Segment; and (c) Avatar removes or relocates the parallel access roads, if necessary to complete expansion of the Southwest Segment to four or six lanes, as contemplated by the Design Criteria.

(4) Signage meeting FDOT standards that directs traffic to Poinciana will be placed at the north and south ends of the Bridge Segment; provided however, that if the Southwest Segment is included in the initial construction the southernmost directional sign will be placed at the south end of the Southwest Segment instead of the south end of the Bridge Segment.

(F) Avatar shall have no obligation to pay Documentary Stamps Taxes, recording costs, or other costs, if any, due with respect to any of the conveyances from Avatar required by this Development Agreement. Further, ad valorem real estate taxes and assessments due with respect to the land and interests in land conveyed or reserved hereunder shall be prorated as of the Effective Date and, thereafter, if any shall be due, shall be borne by the party to whom such conveyance was made. In the case of the Southwest Segment Reservation Area, such taxes and assessments, if any, shall be paid prior to their due date on an annual basis, from and after the Effective Date, by the Expressway Authority.

(G) The County shall notify Avatar upon completion of thirty percent design plans for any road expansion or road construction project requiring Concurrency Right-of-Way and provide a legal description of the Concurrency Right-of-Way then owned by Avatar. The Concurrency Right-of-Way specified in such notice shall be conveyed by Avatar to Osceola County not later than 60 days following Avatar's receipt of the thirty percent design plans and legal description, subject to encumbrances then of record; provided that the Concurrency Right-of-Way shall not be encumbered by any mortgage on the date of conveyance.

### **SECTION 3.05. POINCIANA PARKWAY ESCROW AGREEMENT.**

(A) Osceola County shall notify Avatar not less than fifteen days in advance of the date it intends to enter into the Poinciana Parkway Funding Agreement. Not more than ten days following the date of such notice, the parties shall enter into the Poinciana Parkway Escrow Agreement, execute, and deposit the following instruments with the Poinciana Parkway Escrow Holder:

(1) a special warranty deed or deeds or other appropriate instruments, in recordable form, required to convey all of its interests in the property and interests in property, as described in Appendix D (with only those liens, encumbrances, exceptions and qualifications existing on the Effective Date), required for the property described in Section 3.04(A), the Southwest Segment Corridor and the Rhododendron Extension Corridor to Osceola County or Polk County, as appropriate, subject, however, to such reservations, restrictions, rights and easements in favor of Avatar as are specified and allowed in this Development Agreement on properties lying in Osceola County, as set forth in Section 3.04 hereof;



(2) the Assignment and Assumption of Permits, as required by Section 3.02(B) hereof;

(3) the Assignment and Assumption of Unfulfilled Obligations, as required by Section 3.03 hereof;

(4) the Assignment and Assumption of Reedy Creek Agreement, the "UMAM Letter of Credit" and the "WRAP Letter of Credit," as such terms are defined in the Reedy Creek Agreement, if required by Section 3.08 hereof;

(5) a certificate or agreement, in recordable form, confirming termination of the Concurrency Agreement and Osceola Regulatory Agreement; and

(6) a certificate or agreement, in recordable form, confirming termination of the Polk Regulatory Agreement.

(B) The Poinciana Parkway Escrow Holder shall deliver the instruments executed by Avatar to Osceola County, Polk County or the Expressway Authority, as appropriate, and shall deliver the instruments executed by Osceola County, Polk County or the Expressway Authority to Avatar; on the Poinciana Parkway Funding Date; provided however, that if Osceola County does not issue the Series 2013 Bonds within sixty days following the date such instruments are placed with the Poinciana Parkway Escrow Holder, unless otherwise agreed in writing by Avatar, the Poinciana Parkway Escrow Holder shall return each of the instruments to Avatar and the other applicable parties, as appropriate.

**SECTION 3.06. SOUTHWEST SEGMENT RESERVATION AREA.** The parties acknowledge and agree that additional property will be required for construction of the Southwest Segment to properly connect the Southwest Segment Corridor to the Bridge Segment, the Rhododendron Extension, Cypress Parkway and other lands of Avatar, as provided herein. The exact description of the additional property that will be required will be determined through the process described in Section 4.02 hereof. Pending such determination, the parties have agreed to reserve the Southwest Segment Reservation Area, as depicted in Appendix G and described in Appendix J hereto, subject to the conditions, restrictions and requirements set forth in the following subsections (A) and (B):

(A) Following the Effective Date, without prior written consent from Osceola County and the Expressway Authority, which consent may not be unreasonably withheld, conditioned or delayed, provided any request by Avatar does not materially and adversely affect the design or construction of the Southwest Segment or the approaches or interchanges therewith: (1) no buildings, structures or impediments of any nature may be constructed, placed or permitted on, over or across the Southwest Segment Reservation Area; and (2) no applications shall be made for development orders, subdivision or platting, except for vacation of existing plats.

(B) Avatar, on behalf of itself and its successors and assigns, hereby grants an irrevocable, nonexclusive license over the Southwest Segment Reservation Area to Osceola County and the Expressway Authority, and licensed surveyors, engineers, contractors and other consultants engaged by Osceola County and the Expressway Authority, for the purpose of inspection, testing, surveying and other activities associated with planning, designing and

constructing the Southwest Segment. Osceola County or the Expressway Authority shall obtain a policy of commercial and automobile liability insurance covering any and all loss, damage, claim or liability arising out of or in connection with the exercise of rights under the foregoing license with an insurance company licensed to do business in the State of Florida rated in the highest category available at commercially reasonable rates, with the following limits:

(1) Automobile:

Combined Single Limit: \$1,000,000.00 per accident,

OR

Bodily Injury: \$1,000,000.00 per person,

AND

Property Damage: \$1,000,000.00 per accident;

(2) General Liability: \$1,000,000.00 each occurrence;

(3) General Aggregate: \$2,000,000.00; and

(4) Excess Coverage: \$5,000,000.00.

(C) In consideration of the reservation of the Southwest Segment Reservation Area by Avatar and of the Avatar Investment, Osceola County and the Expressway Authority shall obtain a policy of commercial and automobile liability insurance covering any and all obligations, liabilities, claims or demands, whatsoever arising out of or in connection with the Southwest Segment Reservation Area at any time following the Effective Date, except any caused directly and solely by Avatar, its agents and employees with an insurance company licensed to do business in the State of Florida rated in the highest category available at commercially reasonable rates, with the following limits:

(1) Automobile:

Combined Single Limit: \$1,000,000.00 per accident,

OR

Bodily Injury: \$1,000,000.00 per person,

AND

Property Damage: \$1,000,000.00 per accident;

(2) General Liability: \$1,000,000.00 each occurrence;

(3) General Aggregate: \$2,000,000.00; and

(4) Excess Coverage: \$5,000,000.00.

(D) In the event that the Permit-Ready Design-Build Construction Documents, as described in Section 4.02(D)(1)(b) hereof, or construction plans at the final Design Plan Stage, as described in Section 4.02(D)(2)(d) hereof have not been completed and the conveyance of the applicable portions of the Southwest Corridor Reservation Area has not taken place on or before the Southwest Segment Release Date: (1) the obligation of Avatar to continue to reserve the Southwest Segment Reservation Area and all rights of Osceola County and the Expressway Authority created by the Development Agreement, including, without limitation the Southwest Segment Reservation Area Restrictions, with respect thereto shall expire and be null and void; and (2) to the extent permitted by law, the Expressway Authority shall reconvey the Southwest Segment Corridor and the Rhododendron Extension to Avatar free and clear of all liens and encumbrances whatsoever, except those to which it was subject at the time of its conveyance to the Expressway Authority by Avatar and taxes and assessments for the year of conveyance and thereafter, which shall be prorated as of the date of conveyance. Neither the Expressway Authority nor Osceola County shall initiate a downzoning of any of the land comprising the Southwest Segment Reservation Area, the Southwest Segment Corridor or the Rhododendron Extension unless the Southwest Segment Funding Date has passed and the property which is the subject of the downzoning is in the ownership of Osceola County or the Expressway Authority.

#### **SECTION 3.07. CONVEYANCE OF ADDITIONAL RIGHT-OF-WAY.**

(A) After the Poinciana Parkway Funding Date and upon completion of Permit-Ready Design-Build Construction Documents, as described in Section 4.02(D)(1)(b) hereof, or Construction Plans at the final Design Plan Stage, as described in Section 4.02(D)(2)(d) hereof, for the Southwest Segment, Avatar shall donate that portion of the Southwest Segment Reservation Area necessary for construction of the Southwest Segment to Osceola County, but only to the extent of the interest therein owned by it as of the Effective Date. Conveyance shall be by special warranty deed, subject only to those matters as to which title is subject to as of the Effective Date, zoning and taxes and assessments for the year of closing. No monetary payment shall be made to Avatar in connection with the conveyance of such property.

(B) At its option, Osceola County or the Expressway Authority may obtain a title insurance commitment (ALTA Form B) from a Florida licensed title insurance issuer covering all or any portion of the Southwest Segment Reservation Area, as it may determine. The cost of the commitment and any ensuing title insurance policy shall be paid by the Expressway Authority. Avatar shall use commercially reasonable efforts to assist the Expressway Authority and Osceola County in discharging all liens, encumbrances, exceptions and qualifications listed in the commitment, except that Avatar shall have no obligation to expend any funds in connection therewith, it being understood that Avatar's obligation is to convey only such title as it may own as of the Effective Date with respect to any of such lands.

(C) Osceola County shall notify Avatar not less than fifteen days in advance of the date it intends to enter into the Southwest Segment Funding Agreement. Not more than ten days following the date of such notice, the parties shall enter into the Southwest Segment Escrow Agreement on substantially the same terms as the Poinciana Parkway Escrow Agreement and Avatar shall deposit with the Southwest Segment Escrow Holder, in recordable form, a special

warranty deed and limited access easement consistent with the approved Permit-Ready Design-Build Construction Documents, as described in Section 4.02(D)(1)(b) hereof, or Construction Plans at the final Design Plan Stage, as described in Section 4.02(D)(2)(d) hereof, conveying the portions of the Southwest Segment Reservation Area that will be utilized for the construction of the Southwest Segment as shown on the Permit-Ready Design-Build Construction Documents, as described in Section 4.02(D)(1)(b) hereof, or Construction Plans at the final Design Plan Stage, as described in Section 4.02(D)(2)(d) hereof to Osceola County or the Expressway Authority, whichever entity then owns Poinciana Parkway, subject, however, to the Avatar Reserved Rights and to the other matters permitted in this Development Agreement. The Southwest Segment Escrow Holder shall deliver the instruments deposited by Avatar to Osceola County on the Southwest Segment Funding Date; provided however, that if Osceola County does not issue the Series 2013 Bonds or Additional Bonds to finance acquisition and construction of the Southwest Segment within sixty days following the date of such notice, the Southwest Segment Escrow Holder shall return the instruments to Avatar.

**SECTION 3.08. REEDY CREEK SETTLEMENT AGREEMENT.** If Avatar's obligations under the Reedy Creek Agreement have not been assigned to Osceola County by Reedy Creek Mitigation Land Bank, Ltd. and American Equities Ltd. No. 7, or each of their respective successors or assigns, and Avatar has not been released from such obligations prior to the Poinciana Parkway Funding Date, (A) Avatar, Osceola County and the Expressway Authority shall, on the Poinciana Parkway Funding Date, execute and deliver an Assignment and Assumption of Reedy Creek Agreement, in the form attached hereto as Appendix R, relating to the Reedy Creek Settlement Agreement, and (B) Osceola County shall post the "UMAM Letter of Credit" and the "WRAP Letter of Credit," as such terms are defined in the Reedy Creek Agreement on the Poinciana Parkway Funding Date. Avatar shall assign to the Expressway Authority any and all mitigation credits available to it under the Reedy Creek Agreement which are required for use as mitigation for the construction of the Northwest Segment, the Bridge Segment and the Southeast Segment under the Avatar Construction Plans.

## **ARTICLE IV**

### **POINCIANA PARKWAY**

**SECTION 4.01. LEASE-PURCHASE AGREEMENT.** On or prior to the Poinciana Parkway Funding Date, the Expressway Authority and Osceola County agree to enter into the Lease-Purchase Agreement, the terms of which shall not be inconsistent with the rights, responsibilities and obligations of the parties hereto as set forth herein and pursuant to which the Expressway Authority will (A) assume Osceola County's obligations under the Stormwater Drainage, Construction and Maintenance Easement Agreement required by Section 3.04(E)(2) hereof on the Poinciana Parkway Funding Date, and (B) assume Osceola County's obligations under the Assignment and Assumption of Reedy Creek Agreement required by Section 3.08 hereof, other than the obligation to post the "UMAM Letter of Credit" and the "WRAP Letter of Credit," as such terms are defined in the Reedy Creek Agreement, on the date the Expressway Authority begins toll collection operations on the Poinciana Parkway.

#### **SECTION 4.02. DESIGN AND CONSTRUCTION.**

(A) Pursuant to the Lease-Purchase Agreement, the Expressway Authority shall be responsible for designing and constructing Poinciana Parkway on existing public right-of-way and the right-of-way transferred by Avatar to Osceola County and Polk County pursuant to Article III hereof, as well as any other right-of-way that may be required, in accordance with standard public construction practices. Promptly following the Funding Date, the Expressway Authority agrees to begin and diligently pursue the initial design and construction, which may include any combination of the alternatives described in the following subsection (C), in compliance with all State and local laws, ordinances and regulations applicable thereto without unreasonable delay and in accordance with sound engineering practices and the Construction Plans. Any solicitation for Design-Builders or Construction Managers issued prior to the Poinciana Parkway Funding Date shall prohibit proposers from contacting the U.S. Army Corp of Engineers to discuss permit modifications. In addition, any solicitation for Design-Builders shall require an alternative Preliminary Design-Build Submittal that does not require modification of the Permits and approvals listed in Appendix E.

(B) The Expressway Authority shall use due diligence and its best reasonable effort to obtain all necessary approvals from any and all governmental agencies requisite to the acquisition, construction, installation and equipping of Poinciana Parkway that are not transferred to the Expressway Authority by Avatar pursuant to Section 3.02 hereof. Osceola County and Polk County shall reasonably assist the Expressway Authority, upon request, in its efforts to obtain all permits and approvals required from other governmental agencies or authorities. Promptly upon compliance with all applicable conditions of approval, Osceola County and Polk County shall grant to the Expressway Authority all rights-of-way utilization permits necessary or required for construction activity.

(C) The pre-construction design and engineering requirements for the initial construction may include (1) redesigning the Southeast Segment and Northwest Segment from 4-lane sections to 2-lane sections, (2) either (a) redesigning the Bridge Segment as a 2-lane facility or (b) if sufficient proceeds are available from the Parkway Construction Bonds, value

engineering the 4-lane Bridge Segment, (3) designing and constructing the Southwest Segment as a 2-lane section or a 4-lane section, and (4) designing and constructing the Rhododendron Extension as a 2-lane section or a 4-lane section. The initial construction may include any combination of the foregoing alternatives, but shall include at least two lanes from the existing intersection of County Road 54 and US 17-92 to Cypress Parkway (CR 580). The Design-Build Agreement or Construction Management Agreement, as applicable, shall include a guaranteed maximum price and shall require the Design-Builder or Construction Manager to indemnify Osceola County for any amounts drawn against the "UMAM Letter of Credit" and the "WRAP Letter of Credit," as such terms are defined in the Reedy Creek Agreement, or any other damages incurred by Osceola County under the Reedy Creek Agreement that result from construction activities under the Design-Build Agreement or Construction Management Agreement. The Expressway Authority, Design-Builder or Construction Manager, as appropriate, shall enter into all contracts in its own name and not in the name of Osceola County or Polk County.

(D) The design and construction of Poinciana Parkway, whether constructed initially or at a later date, shall be consistent with the Design Criteria included as Appendix F. The Avatar Construction Plans may be modified by the Expressway Authority, as set forth in this subsection.

(1) If the Expressway Authority elects to utilize a design-build delivery method:

(a) The Expressway Authority shall provide copies of each Preliminary Design-Build Submittal to Avatar for review, which review will be limited to ensuring consistency with the Design Criteria. If Avatar considers the Preliminary Design-Build Submittals to be inconsistent with the Design Criteria, it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the Preliminary Design-Build Submittals to be inconsistent with the Design Criteria. If Avatar fails to provide the foregoing notice within twenty days of the date the Preliminary Design-Build Submittals are provided by the Expressway Authority for review, the Preliminary Design-Build Submittals shall be conclusively deemed consistent with the Design Criteria.

(b) The Expressway Authority shall provide copies of each Preliminary Design-Build Submittal for the Northwest Segment to Polk County for review, which review will be limited to ensuring consistency with the Design Criteria. If Polk County considers the Preliminary Design-Build Submittals for the Northwest Segment to be inconsistent with the Design Criteria, it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the Preliminary Design-Build Submittals for the Northwest Segment to be inconsistent with the Design Criteria. If Polk County fails to provide the foregoing notice within twenty days of the date the Preliminary Design-Build Submittals for the Northwest Segment are provided by the Expressway Authority for review, the Preliminary Design-Build Submittals for the Northwest Segment shall be conclusively deemed consistent with the Design Criteria.

(c) The Expressway Authority shall provide copies of the Permit-Ready Design-Build Construction Documents for each construction component or permit application to Avatar for review, which review will be limited to ensuring consistency with the Preliminary Design-Build Submittal selected by the Expressway Authority and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of such Preliminary Design-Build Submittal). If Avatar considers the Permit-Ready Design-Build Construction Documents to be inconsistent with the Preliminary Design-Build Submittal (or, if applicable, the Design Criteria), it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the Permit-Ready Design-Build Construction Documents to be inconsistent with the Preliminary Design-Build Submittal (or, if applicable, the Design Criteria). If Avatar fails to provide the foregoing notice within fifteen days of the date they are provided by the Expressway Authority for review, the Permit-Ready Design-Build Construction Documents shall be conclusively deemed consistent with the Preliminary Design-Build Submittal (and, if applicable, the Design Criteria).

(d) The Expressway Authority shall provide copies of the Permit-Ready Design-Build Construction Documents for each construction component or permit application for the Northwest Segment to Polk County for review, which review will be limited to ensuring consistency with the Preliminary Design-Build Submittal for the Northwest Segment selected by the Expressway Authority and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of such Preliminary Design-Build Submittal for the Northwest Segment). If Polk County considers the Permit-Ready Design-Build Construction Documents for the Northwest Segment to be inconsistent with the Preliminary Design-Build Submittal for the Northwest Segment (or, if applicable, the Design Criteria), it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the Permit-Ready Design-Build Construction Documents for the Northwest Segment to be inconsistent with the Preliminary Design-Build Submittal for the Northwest Segment (or, if applicable, the Design Criteria). If Polk County fails to provide the foregoing notice within fifteen days of the date they are provided by the Expressway Authority for review, the Permit-Ready Design-Build Construction Documents for the Northwest Segment shall be conclusively deemed consistent with the Preliminary Design-Build Submittal for the Northwest Segment (and, if applicable, the Design Criteria).

(2) If the Expressway Authority elects to utilize a design-bid-build delivery method (with or without a Construction Management Agreement), the Expressway Authority shall provide copies of the design plans to Avatar and copies of the design plans for the Northwest Segment to Polk County at each Design Plan Stage.

(a) Avatar's review at the thirty percent Design Plan Stage shall be limited to ensuring consistency with the Design Criteria. If Avatar considers the thirty percent design plans to be inconsistent with the Design Criteria, it shall

notify the Expressway Authority in writing and shall include the specific reasons it considers the thirty percent design plans to be inconsistent with the Design Criteria. If Avatar fails to provide the foregoing notice within thirty days of the date the thirty percent design plans are provided by the Expressway Authority for review, the thirty percent design plans shall be conclusively deemed consistent with the Design Criteria.

(b) Polk County's review at the thirty percent Design Plan Stage shall be limited to ensuring consistency with the Design Criteria. If Polk County considers the thirty percent design plans for the Northwest Segment to be inconsistent with the Design Criteria, it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the thirty percent design plans for the Northwest Segment to be inconsistent with the Design Criteria. If Polk County fails to provide the foregoing notice within thirty days of the date the thirty percent design plans for the Northwest Segment are provided by the Expressway Authority for review, the thirty percent design plans for the Northwest Segment shall be conclusively deemed consistent with the Design Criteria.

(c) Avatar's review at the sixty percent Design Plan Stage shall be limited to ensuring consistency with the thirty percent design plans and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of the thirty percent plans). If Avatar considers the sixty percent design plans to be inconsistent with the thirty percent design plans (or, if applicable, the Design Criteria), it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the sixty percent design plans to be inconsistent with the thirty percent design plans (or, if applicable, the Design Criteria). If Avatar fails to provide the foregoing notice within fifteen days of the date the sixty percent design plans are provided by the Expressway Authority for review, the sixty percent design plans shall be conclusively deemed consistent with the thirty percent design plans (and, if applicable, the Design Criteria).

(d) Polk County's review at the sixty percent Design Plan Stage shall be limited to ensuring consistency with the thirty percent design plans for the Northwest Segment and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of the thirty percent plans for the Northwest Segment). If Avatar considers the sixty percent design plans for the Northwest Segment to be inconsistent with the thirty percent design plans for the Northwest Segment (or, if applicable, the Design Criteria), it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the sixty percent design plans for the Northwest Segment to be inconsistent with the thirty percent design plans for the Northwest Segment (or, if applicable, the Design Criteria). If Polk County fails to provide the foregoing notice within fifteen days of the date the sixty percent design plans for the Northwest Segment are provided by the Expressway Authority for review, the sixty percent design plans for the Northwest



Segment shall be conclusively deemed consistent with the thirty percent design plans for the Northwest Segment (and, if applicable, the Design Criteria).

(e) Avatar's review at the ninety percent Design Plan Stage shall be limited to ensuring consistency with the sixty percent design plans and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of the sixty percent plans). If Avatar considers the ninety percent design plans to be inconsistent with the sixty percent design plans (or, if applicable, the Design Criteria), it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the ninety percent design plans to be inconsistent with the sixty percent design plans (or, if applicable, the Design Criteria). If Avatar fails to provide the foregoing notice within fifteen days of the date the ninety percent design plans are provided by the Expressway Authority for review, the ninety percent design plans shall be conclusively deemed consistent with the sixty percent design plans (and, if applicable, the Design Criteria).

(f) Polk County's review at the ninety percent Design Plan Stage shall be limited to ensuring consistency with the sixty percent design plans for the Northwest Segment and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of the sixty percent plans for the Northwest Segment). If Polk County considers the ninety percent design plans to be inconsistent with the sixty percent design plans for the Northwest Segment (or, if applicable, the Design Criteria), it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the ninety percent design plans for the Northwest Segment to be inconsistent with the sixty percent design plans for the Northwest Segment (or, if applicable, the Design Criteria). If Polk County fails to provide the foregoing notice within fifteen days of the date the ninety percent design plans for the Northwest Segment are provided by the Expressway Authority for review, the ninety percent design plans for the Northwest Segment shall be conclusively deemed consistent with the sixty percent design plans for the Northwest Segment (and, if applicable, the Design Criteria).

(g) Avatar's review at the final Design Plan Stage shall be limited to ensuring consistency with the ninety percent design plans and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of the ninety percent plans). If Avatar considers the final design plans to be inconsistent with the ninety percent design plans (or, if applicable, the Design Criteria), it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the final design plans to be inconsistent with the ninety percent design plans (or, if applicable, the Design Criteria). If Avatar fails to provide the foregoing notice within fifteen days of the date the final design plans are provided by the Expressway Authority for review, the final design plans shall be conclusively deemed consistent with the ninety percent design plans (and, if applicable, the Design Criteria).

(h) Polk County's review at the final Design Plan Stage shall be limited to ensuring consistency with the ninety percent design plans for the Northwest Segment and the Design Criteria (but only to the extent any such inconsistency with the Design Criteria could not reasonably be ascertained by reference to and review of the ninety percent plans for the Northwest Segment). If Polk County considers the final design plans for the Northwest Segment to be inconsistent with the ninety percent design plans for the Northwest Segment (or, if applicable, the Design Criteria), it shall notify the Expressway Authority in writing and shall include the specific reasons it considers the final design plans for the Northwest Segment to be inconsistent with the ninety percent design plans for the Northwest Segment (or, if applicable, the Design Criteria). If Polk County fails to provide the foregoing notice within fifteen days of the date the final design plans for the Northwest Segment are provided by the Expressway Authority for review, the final design plans for the Northwest Segment shall be conclusively deemed consistent with the ninety percent design plans for the Northwest Segment (and, if applicable, the Design Criteria).

(E) The Expressway Authority shall provide monthly design and construction progress reports to Avatar, Osceola County and Polk County, commencing not later than 60 days following the Effective Date and continuing through the date on which Poinciana Parkway initially opens for traffic. The parties shall meet periodically (but not more frequently than monthly) at the request of any party to review and discuss the progress reports.

(F) In no event shall the Avatar Construction Plans be modified, initially or in the future, so as to eliminate direct access from Polk County from the CR54/US17/92 Intersection to Osceola County via the Poinciana Parkway. Any future plans for a connection of Poinciana Parkway to I-4, as depicted in the Osceola County Expressway Authority Master Plan 2040 as the "I-4 Segment", shall provide for an interchange with the Poinciana Parkway sufficient to insure that both east and westbound traffic on the Northwest Segment of the Poinciana Parkway will continue to have direct access to the Bridge Segment, as well as to the I-4 Segment, the intent being that the Poinciana Parkway will continue to be a collector roadway connecting both Polk County and Osceola County.

**SECTION 4.03. COUNTY STAFF SUPPORT.** The parties acknowledge that the Expressway Authority does not employ a staff and intends to outsource most of its services. If requested by the Expressway Authority, Osceola County agrees to provide planning, engineering, procurement and other staff support to facilitate the initial design and construction of Poinciana Parkway.

**SECTION 4.04. OPERATION AND MAINTENANCE.**

(A) Subject to the provisions and requirements of the Osceola County Land Development Code, and upon inspection and approval by the Osceola County Engineer, Osceola County covenants and agrees that it will, at all times after acceptance of the Southeast Segment for maintenance purposes, operate and maintain the Southeast Segment in accordance with Osceola County, and any applicable State, policies and procedures for the maintenance and repair of the public road system of Osceola County and the requirements of this Development

Agreement. The Southeast Segment shall remain open to traffic, without a toll or charge, unless the Expressway Authority constructs the Southwest Segment.

(B) The Bridge Segment, Southwest Segment and Rhododendron Extension shall be operated and maintained by the Expressway Authority in accordance with the Lease-Purchase Agreement and the requirements of this Development Agreement.

(C) Polk County shall be entitled to inspect work on the Northwest Segment during construction and meet with the Expressway Authority's inspectors to discuss any issues resulting from such inspections. Subject to the provisions and requirements of the Polk County Land Development Code, and upon inspection and approval by Polk County that the Northwest Segment meets all of Polk County's standards for acceptance of county roads, Polk County covenants and agrees that it will accept the Northwest Segment for maintenance and, following such acceptance, operate and maintain the Northwest Segment in accordance with Polk County, and any applicable State, policies and procedures for the maintenance and repair of the public road system of Polk County and the requirements of this Development Agreement. In connection with its responsibilities regarding the operation, maintenance, inspection and permitting for the Northwest Segment, the Expressway Authority and Polk County agree to cooperate and coordinate with each other to ensure continued movement of traffic from the Northwest Segment to the Bridge Segment. Polk County further agrees that it will not initiate any fee or charge for the use of the Northwest Segment. In the event that the Expressway Authority constructs an alternative northern extension from the Bridge Segment such alternative northern extension shall include an interchange with the Poinciana Parkway sufficient to insure that both east and westbound traffic on the Northwest Segment of the Poinciana Parkway will continue to have direct access to the Bridge Segment of Poinciana Parkway as well as to the I-4 segment, the intent being that the Poinciana Parkway will continue to be an arterial roadway connecting both Polk County and Osceola County.

#### **SECTION 4.05. FUTURE CONSTRUCTION OF SOUTHWEST SEGMENT.**

If the Southwest Segment is not constructed simultaneously with the Bridge Segment, Osceola County will make its best reasonable effort to issue Additional Bonds to fund the Southwest Segment Project Cost when the Expressway Authority determines that construction of the Southwest Segment is financially feasible. The Expressway Authority shall be responsible for construction of the Southwest Segment.

**SECTION 4.06. EXPANSION OF NORTHWEST SEGMENT.** If the Northwest Segment is not initially constructed as a 4-lane facility, Osceola County will make its best reasonable effort to issue Additional Bonds to fund the Northwest Segment Project Cost when the Expressway Authority determines that expansion of the Northwest Segment from two lanes to four lanes is financially feasible. The Expressway Authority shall be responsible for construction of the Northwest Segment. Polk County will not be responsible for any costs associated with design, permitting, utility relocation, acquisition or construction of a future expansion of the Northwest Segment. In the event that the Expressway Authority undertakes expansion of the Northwest Segment, and upon inspection and approval by Polk County, Polk County covenants and agrees that it will, at all times after acceptance of the expanded Northwest Segment for maintenance purposes, operate and maintain the Northwest Segment in accordance with Polk County, and any applicable State, policies and procedures for the maintenance and

repair of the public road system of Polk County and the requirements of this Development Agreement. Any expansion of the Northwest Segment, and any alternative northern extension from the Bridge Segment, shall include an interchange with the Poinciana Parkway sufficient to insure that both east and westbound traffic on the Northwest Segment of Poinciana Parkway will continue to have direct access to the Bridge Segment, as well as to the I-4 segment, the intent being that the Poinciana Parkway will continue to be a collector roadway connecting both Polk County and Osceola County.

**SECTION 4.07. FUTURE CONSTRUCTION 4-LANE BRIDGE SEGMENT.**

If the Bridge Segment is not initially constructed as a 4-lane facility, Osceola County will make its best reasonable effort to issue Additional Bonds to fund the cost of expanding the Bridge Segment from two lanes to four lanes when the Expressway Authority determines that construction of the Bridge Segment expansion is financially feasible. The Expressway Authority shall be responsible for construction of the Bridge Segment expansion.

**SECTION 4.08. ACCESS MANAGEMENT.**

(A) The parties acknowledge and agree that access to Poinciana Parkway shall be as specified in the Design Criteria. The parties further acknowledge and agree that access to the Northwest Segment, for purposes of spacing of median openings, signalization, and connections, shall be as specified in the Design Criteria for 45 MPH or less posted speed pursuant to Rules of FDOT, Ch. 17-97. With the exception of access points and driveway connections previously agreed to during condemnation or pre-condemnation negotiations by Osceola County and/or Avatar, Polk County reserves the right to establish access for properties subject to and during future Level 2 Review processes.

(B) If the access to the existing school and water treatment plant is impaired by construction of the Southwest Segment, alternative access shall also be designed, configured and mutually agreed upon by Avatar, Osceola County and the Expressway Authority. Osceola County or the Expressway Authority shall reimburse Avatar promptly upon request for the reasonable cost of redesigning the Solivita Grand entrance. The reimbursable cost shall be limited to professional services associated with redesign or plan modifications, but shall not include any cost related to construction, acquisition, equipping, signage, landscaping or a reduction in developable property resulting from such redesign or modification. The Solivita Grand entrance shall be constructed by Avatar at its own cost.

**SECTION 4.09. TRANSFER OF TITLE TO EXPRESSWAY AUTHORITY.**

(A) With respect to that portion of Poinciana Parkway located in Osceola County, Osceola County agrees that upon written request of the Expressway Authority it will promptly transfer to the Expressway Authority, without monetary payment, all portions of the right-of-way and related improvements that the Expressway Authority intends to operate as a limited access toll facility in accordance with its 2040 Master Plan, as specifically described in such written notice, upon the last to occur of the following: (1) payment in full, defeasance or assumption of Osceola County's obligations under the Trust Agreement, in accordance with the terms thereof, of the Series 2013 Bonds and any Additional Bonds issued by Osceola County with respect to the Poinciana Parkway; and (2) written assumption by the Expressway Authority of sole

responsibility for the operations and maintenance of such right-of-way and related improvements and any termination of any and all responsibilities of Osceola County with respect to such right-of-way. Any and all costs related to such transfer shall be paid by the Expressway Authority.

(B) With respect to that portion of Poinciana Parkway located in Polk County, Polk County agrees that upon written request of the Expressway Authority it will consider the request of the Expressway Authority to transfer, without monetary payment, all portions of the right-of-way and related improvements that the Expressway Authority intends to operate as a limited access toll facility in accordance with its 2040 Master Plan, and as specifically described in such written notice. Any such transfer shall be specifically conditioned upon (1) written assumption by the Expressway Authority of sole responsibility for the operations and maintenance of such right-of-way and related improvements and any termination of any and all responsibilities of Polk County with respect to such right-of-way, (2) any and all costs related to such transfer shall be paid by the Expressway Authority, and (3) the receipt, review, and input by Polk County Transportation Engineering, of construction plans showing an interchange between the Poinciana Parkway and any proposed limited access facility sufficient to insure that both east and westbound traffic on the Northwest Segment of the Poinciana Parkway will continue to have direct access to the Bridge Segment, as well as to the I-4 segment, the intent being that the Poinciana Parkway will continue to be a collector roadway connecting both Polk County and Osceola County.

**ARTICLE V  
PLAN OF FINANCE**

**SECTION 5.01. OSCEOLA COUNTY CONTRIBUTION.**

(A) On or prior to the Poinciana Parkway Funding Date, Osceola County agrees to deposit \$6 million to the Initial Project Account to pay a portion of the Poinciana Parkway Project Cost.

(B) If proceeds of the Series 2013 Bonds, together with the contributions required by the foregoing subsection (A) and Section 5.02 hereof, are insufficient to fund the Poinciana Parkway Project Cost, with the initial construction including at least two lanes from the existing intersection of County Road 54 and US 17-92 to Cypress Parkway (CR 580), Osceola County agrees to deposit additional funds to the Initial Project Account in the amount required to cover the shortfall. In its sole and absolute discretion, Osceola County may make a further contribution to fund construction of the Bridge Segment as a 4-lane facility.

**SECTION 5.02. POLK COUNTY CONTRIBUTION.**

(A) On or prior to the Poinciana Parkway Funding Date, Polk County agrees to deposit \$6 million to the Initial Project Account to pay a portion of the Poinciana Parkway Project Cost.

(B) On the Poinciana Parkway Funding Date, assuming Polk County shall have satisfied the requirements set forth in the foregoing subsection (A), Avatar shall convey fee simple title to Polk County to the Public Safety Site. The Public Safety Site shall be conveyed by special warranty deed and shall be subject to easements, restrictions and reservations of record, if any, and to taxes for the year of closing and thereafter, which shall be prorated as of the date of conveyance. Polk County agrees that the use of the Public Safety Site shall be restricted in the deed of conveyance to use by Polk County as a location for the construction and maintenance of a Fire Station and a Communications Tower which tower shall provide expanded public safety communications coverage for the Poinciana area, and for no other use without the prior written consent of Avatar, which shall not be unreasonably withheld. Polk County will assist Avatar in applying for and obtaining any required modification to Binding Letter of Interpretation of Vested Rights for Poinciana (BLIVR 783-002) necessary to allow development of the Public Service Site for the above-described public service purposes, provided such modification does not adversely affect any rights of Avatar under BLIVR 783-002 after such modification. Polk County shall be responsible for all costs and expenses relating to the development of the Public Safety Site, including the costs of any environmental survey, wildlife survey, water management district permits, or other permits, approvals, reports, surveys or similar matters in connection therewith and including, but not limited to, any applicable Comprehensive Plan Amendments and Land Use Changes required by Polk County's Land Development Code. If existing covenants and restrictions applying to the platted Poinciana Office and Industrial Park VII restrict access from Lots E and F to Poinciana Parkway, the County will initiate and process, with the assistance of Avatar, a partial plat vacation to eliminate access restrictions and insure direct access to the County Road. In the event that the proposed Public Safety Site is found to be unsuitable for the intended uses, Avatar shall assist Polk County

in identifying another site, acceptable to Polk County, for both a fire station and a communications tower which site shall be donated by Avatar under the terms set out above.

(C) Each party expressly agrees that, save and except for Polk County's express obligations under the foregoing subsections (A) and (B) and Sections 4.04(C) and 4.06 hereof, Polk County will not, under any circumstances, be liable in connection with this Development Agreement, whether based in contract, tort (including negligence and strict liability), warranty, or otherwise, for any present or future: indirect, special, incidental or consequential loss or damage, or punitive damages; damage to or loss of property or equipment; loss of profits or revenue; loss of use of material, or equipment; cost or increased costs of any kind, including, without limitation, the cost of any relocation of Polk County utilities, or other Polk County facilities, future expansion of the Poinciana Parkway or the Northwest Segment. Each party expressly agrees that the remedies provided herein are exclusive, and each party expressly agrees that, save and except for Polk County's express obligations under Section 4.04(C) and the foregoing subsection (E), under no circumstances shall the total aggregate liability of Polk County exceed the \$6 million contribution required by the foregoing subsection (A). The provisions of this subsection shall prevail over any conflicting or inconsistent provisions set forth elsewhere in this Development Agreement. This limitation of liability will apply to any costs or damages, however incurred, and on any theory of liability, regardless of whether the limited remedies available to a party fail for their essential purpose.

#### **SECTION 5.03. ISSUANCE OF SERIES 2013 BONDS.**

(A) Osceola County will make commercially reasonable efforts to issue Series 2013 Bonds prior to the first anniversary of the Effective Date (which may be extended for an additional period of six months at Osceola County's option), with at least an "investment grade" rating by Moody's Investors Service, Standard and Poor's Ratings Services or Fitch Ratings, payable from the Revenues, in a principal amount that will yield net proceeds sufficient, together with the investment income thereon, to pay accrued interest, capitalized interest, the Poinciana Parkway Project Cost after deduction of amounts payable to the Expressway Authority pursuant to Sections 5.01 and 5.02 hereof and a reasonable contingency. The parties acknowledge and agree that Osceola County shall not be obligated to secure the Series 2013 Bonds from any funds of Osceola County other than the Revenues; provided however, that if required for issuance of the Series 2013 Bonds, Osceola County shall enter into an agreement with the Expressway Authority to guaranty the payment of operating and maintenance expenses for the Bridge Segment from other lawfully available revenue. Osceola County shall not enter into a Lease-Purchase Agreement, Trust Agreement or Funding Agreement that is inconsistent with the rights, responsibilities and obligations of the parties hereto as set forth herein.

(B) On the Poinciana Parkway Funding Date, the parties shall make, or cause the following deliveries to be made and shall perform as follows:

(1) The Poinciana Parkway Escrow Agent shall deliver the instruments held under the Poinciana Parkway Escrow Agreement, pursuant to the terms thereof.

(2) Avatar shall deliver (a) the deed to the Public Safety Site in recordable form, assuming Polk County has satisfied its obligation under Section 5.02(A) hereof, and (b) any other documents or things required by this Development Agreement.

(3) Osceola County shall deliver (a) the funds to be contributed pursuant Sections 5.01 (A) and (B), (b) any documents or agreements required by the Trust Agreement, the Funding Agreement, the Lease-Purchase Agreement or otherwise in connection with the issuance of the Series 2013 Bonds, (c) a release in favor of Avatar and the issuer thereof of Letter of Credit No. 63660367 originally dated April 11, 2012; and (4) any other documents or things required by this Development Agreement.

(4) The Expressway Authority shall deliver (a) an assumption agreement in recordable form agreeing to assume, pay and discharge the Unfulfilled Obligations listed in Appendix L, (b) all documents and things required pursuant to the terms of the Trust Agreement, the Lease-Purchase Agreement and the Funding Agreement; and (c) any other documents or things required by this Development Agreement.

(5) Polk County shall deliver (a) the amount required by Section 5.02(A) hereof; (b) a release in favor of Avatar and the issuer thereof of Letter of Credit No. 63660368 originally dated March 28, 2012; (c) a certificate in recordable form confirming the termination of the Polk Regulatory Agreement, and (d) any other documents or things required by this Development Agreement.

**SECTION 5.04. REPAYMENT OF COUNTY FUNDS.** The contribution made by Osceola County pursuant to Section 5.01(B) hereof (but not the contribution made pursuant to Section 5.01(A) hereof) and any amounts drawn against the "UMAM Letter of Credit" and the "WRAP Letter of Credit," as such terms are defined in the Reedy Creek Agreement, or any other damages incurred by Osceola County under the Reedy Creek Agreement that result from the construction of Poinciana Parkway, will be repaid, together with interest from the Poinciana Parkway Funding Date to the date of repayment computed at a rate per annum equal to the Series 2013 Bond Yield, from funds on deposit in the General Reserve Fund.

**SECTION 5.05. EXPRESSWAY AUTHORITY REQUISITIONS.**

(A) The Expressway Authority will review and approve, reduce, or reject each of the Design-Builder's or Construction Manager's applications for payment to confirm that each obligation, item of cost or expense shown therein has been properly incurred and is in payment of a part of the Poinciana Parkway Project Cost.

(B) Osceola County shall make payments to the Expressway Authority or its designees from funds on deposit in the Initial Project Account to pay the Poinciana Parkway Project Cost, upon the filing with Osceola County's Representative of certificates signed by an Expressway Authority's Representative and certified by the inspecting engineers, stating with respect to each disbursement or payment to be made: (1) the item number of the payment, (2) the name and address of the person to whom payment is due, (3) the amount to be paid, (4) the purpose, by general classification, for which payment is to be made, and (5) that (a) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment



of a part of the Poinciana Parkway Project Cost and has not been the basis of any previous payment, or (b) each obligation, item of cost or expense mentioned therein has been paid by the Expressway Authority, is a reimbursement of a part of the Poinciana Parkway Project Cost Center and has not been theretofore reimbursed to the Expressway Authority or otherwise been the basis of any previous disbursement or payment, and the Expressway Authority is entitled to reimbursement thereof.

(C) Requisitions shall be paid in accordance with Part VII, Chapter 218, Florida Statutes, the Florida Prompt Payment Act.

(D) No payments made by Osceola County as hereinabove provided shall be deemed to signify or imply acceptance of the materials or workmanship covered by such application, and none of them shall operate as an admission on the part of Osceola County as to the propriety or accuracy of any of the amounts entered in the requisitions. Furthermore, when computing subsequent payments, Osceola County shall not be bound by any entries in previous requisitions and shall be permitted to make corrections for errors therein.

(E) The parties acknowledge and agree that Osceola County's obligation to pay the Poinciana Parkway Project Cost shall be limited to funds on deposit in the Initial Project Account.

**SECTION 5.06. COMPLETION BONDS.** If Osceola County issues Series 2013 Bonds and, after application of the amounts paid to the Expressway Authority pursuant to Sections 5.01 and 5.02 hereof, the Poinciana Parkway Project Cost exceeds the net proceeds of the Series 2013 Bonds (together with the investment income thereon) Osceola County agrees to issue Additional Bonds, to the extent permitted by the Trust Agreement, to complete the initial design and construction of Poinciana Parkway.

**SECTION 5.07. APPLICATION OF EXCESS SYSTEM REVENUE.** Following the repayment of amounts due to Osceola County pursuant to Section 5.04 hereof, funds on deposit in the General Reserve Fund shall be used to fund transportation facilities improving access to the Poinciana area, as described in the Expressway Authority's 2040 Master Plan.

## **ARTICLE VI GENERAL PROVISIONS**

**SECTION 6.01. INTERLOCAL AGREEMENT PROVISIONS.** To the extent any provision of this Development Agreement constitutes a joint exercise of power, privilege or authority by and between Osceola County, Polk County or the Expressway Authority, such provision shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County and the Clerk of the Circuit Court of Polk County.

**SECTION 6.02. TERM OF AGREEMENT.** The term of this Development Agreement shall begin on (A) the Effective Date, or (B) the date on which Osceola County enacts an ordinance repealing Ordinance No. 06-53 that may have a deferred effective date not later than the Poinciana Parkway Funding Date, whichever occurs last, and terminate on the final maturity date of the Parkway Construction Bonds or the 30<sup>th</sup> anniversary of the Effective Date, whichever occurs latest; provided however, that if the Poinciana Parkway Funding Date does not occur prior to the first anniversary of the Effective Date (which may be extended for an additional period of six months at Osceola County's option), Avatar shall have the continuing right, exercisable in writing at any time thereafter, to terminate this Development Agreement on not less than ninety days' notice to the other parties hereto.

**SECTION 6.03. PRIOR AGREEMENTS.**

(A) Osceola County and Avatar acknowledge that both parties have fully performed their respective obligations under the Acquisition Agreement, which is expressly terminated hereby.

(B) On the Poinciana Parkway Funding Date, Osceola County and Avatar shall execute and deliver a certificate in recordable form confirming termination of the Concurrency Agreement and Osceola Regulatory Agreement. On the Poinciana Parkway Funding Date or the Polk County Funding Date, whichever occurs last, Polk County and Avatar shall execute and deliver a certificate in recordable form confirming termination of the Polk Regulatory Agreement.

(C) If the Poinciana Parkway Funding Date does not occur prior to the first anniversary of the Effective Date (which may be extended for an additional period of six months at Osceola County's option), which Osceola County and Avatar acknowledge as the date described in Section 4.2.2(ii)(y)(b) of the Judge Farms Acquisition Agreement, the deadlines for Avatar to fund and complete construction of Poinciana Parkway, as set forth in the Concurrency Agreement and Osceola Regulatory Agreement shall be extended for an additional period of one year following termination of this Development Agreement. The extension of such deadlines for Avatar to fund and complete construction of Poinciana Parkway shall survive the termination of this Development Agreement.

#### **SECTION 6.04. VESTED RIGHTS STATUS.**

(A) Osceola County and Avatar acknowledge that this Development Agreement has been entered into in accordance with the provisions of Chapter 20 of the Osceola County Land Development Code and constitutes a determination that the Vested Property shall be vested from the transportation concurrency requirements set forth in Chapter 5 of the Osceola County Land Development Code and the Osceola County Comprehensive Land Use Plan, or their respective successors in function, through December 31, 2030.

(B) Osceola County and Avatar further acknowledge that the terms of this Development Agreement and vested rights status do not preclude Osceola County from imposing requirements on projects located within and intended to serve primarily the Vested Property to provide on-site transportation improvements necessary for safety, access, ingress/egress and intersections. The parties acknowledge and agree that the vesting status granted herein is limited to the application of transportation concurrency requirements (or any successor or similar concept until December 30, 2030) to the Vested Property and does not constitute a waiver of Osceola County's or Avatar's rights or defenses with respect to any other vested rights claim which may exist.

(C) Other than the transportation concurrency requirements set forth in Chapter 5 of the Osceola County Land Development Code and the Osceola County Comprehensive Land Use Plan, as addressed in this Section, nothing in this Development Agreement shall be construed as a waiver by Avatar of any vested rights other than those relating to transportation concurrency which may exist for the Vested Property, whether such rights are derived from common law, statutory provisions (local, state, or federal), or prior administrative decisions.

(D) Avatar acknowledges and agrees that the execution of this Development Agreement or any activity resulting therefrom does not affect any existing rights to develop the Vested Property in a specific manner, nor does this Development Agreement confer any new or additional development rights upon Avatar.

#### **SECTION 6.05. EXPRESSWAY AUTHORITY'S FAILURE TO PERFORM.**

In addition to any other rights and remedies of the parties provided for in this Development Agreement, if the Expressway Authority fails to perform or observe any covenant or condition to be performed or complied with by the Expressway Authority under this Development Agreement, and the failure continues for thirty days after written notice by Osceola County or any other party to this Development Agreement to the Expressway Authority, or, if the default complained of is not a monetary default and is of such a nature that it cannot reasonably be completely cured or remedied within such 30-day period, the Expressway Authority fails to commence to cure the default during the 30-day period, or does not thereafter diligently prosecute such remedy or cure to completion, Osceola County shall perform such covenant or condition and terminate the Expressway Authority's rights under this Development Agreement and the Lease-Purchase Agreement. The foregoing obligation shall be specifically enforceable by Avatar following the Poinciana Parkway Funding Date.

**SECTION 6.06. FURTHER ASSURANCES.** The parties hereto agree to cooperate with each other and shall promptly cure any errors or defects in the Development

Agreement and further agree to approve, execute and deliver such other and further amendments, documents and instruments consistent with this Development Agreement as may be reasonably required to correct any errors or defects or satisfy or comply with the terms and provisions of this Development Agreement, provided, however, no such amendments, documents or instruments shall change the economic terms of the transaction as contemplated by the Development Agreement or expand the obligations or liability of the parties hereunder.

#### **SECTION 6.07. DISPUTE RESOLUTION.**

(A) The parties agree to resolve any dispute related to the interpretation or performance of this Development Agreement in the manner described in this Section. Any party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties fail to resolve the dispute within sixty days of the notice described in the foregoing subsection (A), the parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, either party may request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the object of helping the parties reach a mutually acceptable and voluntary agreement. The decision making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of Osceola County's and/or Polk County's Board of Commissioners.

(D) If the parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the 120 day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

**SECTION 6.08. ASSIGNMENT.** None of the parties to this Development Agreement shall be permitted to assign, nor transfer any of its rights and obligations under this Development Agreement without the prior written consent of the other parties, which shall not be withheld unreasonably.

**SECTION 6.09. PROFESSIONAL FEES.** Each party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and, subject to the provisions of Section 6.21(A) hereof, each party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

**SECTION 6.10. TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Development Agreement.

**SECTION 6.11. EXTENSION OF TIME PERIODS.** In the event that the last day of any period of time on any date specified in this Development Agreement shall fall on a weekend or legal holiday, or any day when Osceola County's offices are closed, such period of time shall be extended through the end of the next work day following, or the next date during which such offices are open.

**SECTION 6.12. NO JOINT VENTURE.** Nothing in this Development Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship between or among the parties hereto.

**SECTION 6.13. NON-WAIVER.** The failure of any party to insist upon another party's compliance with its obligations under this Development Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

**SECTION 6.14. COUNTERPARTS.** This Development Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Development Agreement, so that in making proof of this Development Agreement, it shall only be necessary to produce or account for one such counterpart.

**SECTION 6.15. ENTIRE AGREEMENT.** This Development Agreement, including the Appendices and Exhibits, which are incorporated herein by reference, constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

**SECTION 6.16. LIMITATION OF AVATAR LIABILITY.** In consideration of the Avatar Investment and of the donation of the right-of-way for Poinciana Parkway, the Southwest Segment and other donations called for herein or in related agreements, the parties agree that, except in connection with: (A) a wrongful refusal by Avatar to convey the right-of-way for Poinciana Parkway, the Southwest Segment, the Public Safety Site, the Avatar Construction Plans or the Permits; or (B) willful and intentional misrepresentation or warranty hereunder, all liability of Avatar shall first be applied in reduction of the value of the Avatar Investment and that only after the value of the Avatar Investment has been reduced to zero shall Avatar be required to pay any sums hereunder on account of any other default or alleged default.

**SECTION 6.17. BINDING EFFECT.** This Development Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the parties hereto.

**SECTION 6.18. AMENDMENTS AND WAIVERS.** No amendment, supplement, modification or waiver of this Development Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this

Development Agreement shall be deemed or shall constitute a waiver of any other provision of this Development Agreement, whether or not similar, unless otherwise expressly provided.

**SECTION 6.19. NOTICES TO PARTIES.** Whenever this Development Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (A) by hand delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery addressed as follows, or (C) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within 5 days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

Avatar:

Avatar Properties Inc.  
395 Village Drive  
Kissimmee, FL 34759  
Phone: (863) 427-7098  
Attention: PK Fletcher, Esquire  
E-mail: [PK.Fletcher@avhomesinc.com](mailto:PK.Fletcher@avhomesinc.com)

With a copy to:

Avatar Properties Inc.  
395 Village Drive  
Kissimmee, FL 34759  
Phone: (863) 427-7214  
Attention: Tony Iorio  
E-mail: [t.iorio@avhomesinc.com](mailto:t.iorio@avhomesinc.com)

Osceola County:

Osceola County Manager  
1 Courthouse Square  
Suite 4700  
Kissimmee, FL 34741  
Phone: (407) 742-2385  
Fax: (407) 742-3291

With a copy to:

Osceola County Attorney  
1 Courthouse Square  
Suite 4700  
Kissimmee, FL 34741  
Phone: (407) 742-2200  
Fax: (407) 742-2217

Polk County:

County Manager  
330 West Church Street  
Drawer PW 02  
Bartow, Florida 33830  
Phone: (863) 534-6444  
Fax: (863) 534-7069

With a copy to:

Michael Craig, County Attorney  
Office of the County Attorney  
Drawer AT01, P.O. Box 9005  
Bartow, FL 33831-9005  
Phone: (863) 534-6730  
Fax: (863) 534-7654

Expressway Authority:

Osceola County Expressway Authority  
1 Courthouse Square, Suite 1108  
Kissimmee, FL 34741  
Attention: Chairman

With a copy to:

Broad and Cassel  
390 North Orange Avenue, Suite 1400  
Orlando, FL 32801  
Phone: (407) 839-4200  
Fax: (407) 839-4210  
Attention: *[to come]*

Any of the foregoing parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or 3 days after the date mailed.

**SECTION 6.20. SEVERABILITY.** In the event any one or more of the provisions contained in this Development Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Development Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the parties.

**SECTION 6.21. GOVERNING LAW AND VENUE.** The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Development Agreement. In the event of litigation among the parties hereto, their successors or assigns, with regard to this Development Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County; provided however, that with respect to litigation between Osceola County and Polk County, venue may lie either in Osceola County or Polk County.

## **SECTION 6.22. LITIGATION.**

(A) In the event of a default hereunder, all parties shall have all rights and remedies allowed by law in connection therewith, including, without limitation, the right to specific performance, subject, however, to notice and right to cure as set forth herein and any other limitation expressly set forth herein. No party shall be in default hereunder unless the other party or parties alleging a default shall have given the party against whom a default is alleged not less than thirty days prior written notice thereof, unless a longer or shorter time for particular matters is set forth herein, in which case such longer or shorter time shall apply, and opportunity to cure, without cure having been effected.

(B) In any action at law or in equity between the parties hereto occasioned by a default hereunder, the prevailing party shall be entitled to collect its reasonable attorneys' fees actually incurred in the action from the non-prevailing party. As used herein, the term "prevailing party" shall mean the party who receives substantially the relief sought. If the prevailing party utilizes "in-house" counsel, such party's reasonable costs, expenses and overhead for the time expended by the prevailing party for such in-house counsel in the aforementioned action shall be recoverable by the prevailing party in the same manner as other attorneys' fees.

(C) Each party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this Development Agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any party hereto may file a copy of this Development Agreement with any court as conclusive evidence of the consent of the parties hereto to the waiver of any right they may have to trial by jury.



IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County,  
Florida, has caused this Development Agreement to be executed and delivered this 17 day of  
September, 2012.

(SEAL)

ATTEST:

Paula J. Carpenter

Clerk/Deputy Clerk

OSCEOLA COUNTY, FLORIDA

By:

Chairman/Vice Chairman  
Board of County Commissioners

IN WITNESS WHEREOF, the Board of County Commissioners of Polk County, Florida, has caused this Development Agreement to be executed and delivered this And day of October, 2012.

POLK COUNTY, FLORIDA

(SEAL)



ATTEST:

By: Sam Johnson  
Chairman/Vice Chairman  
Board of County Commissioners  
10/2/12 6:14



Elin Valle  
Clerk/Deputy Clerk

Reviewed as to form and legal sufficiency

Dinda Williams  
County Attorney's Office

Date

9/17/12

IN WITNESS WHEREOF, Avatar has caused this Development Agreement to be executed and delivered this 17 day September, 2012.

WITNESSES:

AVATAR PROPERTIES INC.

Julie Kordy  
Name: Julie Kordy

By: Patricia K. Fletcher  
Name: PK Fletcher  
Title: Executive Vice President

Robert Stevens  
Name: Robert Stevens

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by PK Fletcher, as Executive Vice Pres of Avatar Properties Inc. on behalf of said corporation. He (she) is personally known to me or has produced Drivers License, as identification, and did (did not) take an oath.

WITNESS my hand and official seal, this 17 day of September, 2012.



KELLI WEHR  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE009014  
Expires 8/24/2014

Kelli Wehr  
Notary Public  
State of Florida

My commission expires: 8/24/2014


IN WITNESS WHEREOF, the Osceola County Expressway Authority has caused this Development Agreement to be executed and delivered this 20th day of September, 2012.

**OSCEOLA COUNTY EXPRESSWAY  
AUTHORITY**

By:   
Chairman/Vice Chairman

(SEAL)

ATTEST:

  
Vice Chairman/Secretary

## EXHIBIT B

### OCX MASTER PLAN

OSCEOLA COUNTY EXPRESSWAY AUTHORITY

# OCX MASTER PLAN 2040

**OCX**  
OSCEOLA COUNTY EXPRESSWAY AUTHORITY

AUGUST 13, 2013





## **I. Acknowledgements**

### **Osceola County Expressway Authority Governing Board**

Noranne Downs  
William Folsom  
Bob Healy, Jr.  
Atlee Mercer  
Arturo Otero  
Thomas White

### **Staff**

Jeffrey Jones, Osceola County  
Michelle Beamon, Osceola County  
Wayne Rich, Broad and Cassel  
Joe Stanton, Broad and Cassel  
Jo Thacker, Broad and Cassel

### **AECOM Design + Planning**

Bruce Meighen  
Megan Moore  
Casey Smith  
Justin Calvert  
Maria Michieli-Best





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### **Appendix I. Public Participation**

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## 1. Introduction

This report documents the expressway plan for the Osceola County Expressway Authority (OCX) defined as OCX 2040. The goal of this study is to develop a long-range expressway master plan which identifies OCX policies, direction and capital projects through the year 2040, based on OCX's vision and objectives.

## 2. Our Developing Transportation System

Since its humble beginning in 1887, when portions of Orange and Brevard counties were merged, Osceola County has become a major transportation crossroads for Central Florida and is adjacent to the largest tourist destination in the world. Osceola County citizens have seen rapid changes in the range of housing and job options available and in transportation modes and options.

1860's population was less than 3,000; by 1960 it was 19,029. The road network at that time was established with the construction of Dixie Highway in 1917 and as automobiles began to replace horses, boats and trains. Disney World's Magic Kingdom opened in 1971, boosting and altering the local economy, and spurring development along Osceola County's major roads, especially along US Highway 192, with accommodations, restaurants, tourist-related retail and services. The County population grew to 49,286 by 1980. Housing became more dispersed as much of the new development occurred outside of

Osceola County's cities, primarily as single-family housing on large subdivided lots. A federal and state highway construction boom brought the construction of the Florida Turnpike and I-4, providing direct access to Osceola County.

In 1991, Osceola County adopted their first Future Land Use Map. By 2007, Osceola County's population grew to 260,000 people. New, large-scale, master planned communities sprang up throughout Osceola County, including Poinciana, Buena Ventura Lakes, Harmony and Celebration, as well as many smaller subdivisions. Commuting times to regional destinations became longer and transit began to plan a role in transportation.

Based on the new vision outlined in the adopted 2007 Comprehensive Plan, over 500,000 people could live in Osceola County by 2025. Many of them are expected to live within the 40,000 acres of publicly master planned, mixed use areas comprised of a variety of homes, jobs, smaller, walkable

streets and easy access to transit. The housing mix is anticipated to include an equal balance of single-family units and a variety of mixed use units, small homes, townhomes and lofts. Housing in these areas must be a minimum of 5 dwelling units per acre.

The County's employment growth is anticipated to increase to over 500,000 jobs, nearly five times what it is today, and shifting from service jobs to a healthy mix of all employment sectors including biotechnology. The jobs to housing ratio will reach 1.5, doubling today's number. New mixed use job centers will emerge in Kissimmee, St. Cloud, Celebration, and the South Lake Toho, East of Lake Toho and Northeast District Mixed Use Districts. Due to its strategic location, the Northeast District Urban Center will be one of the largest urban centers in the region.

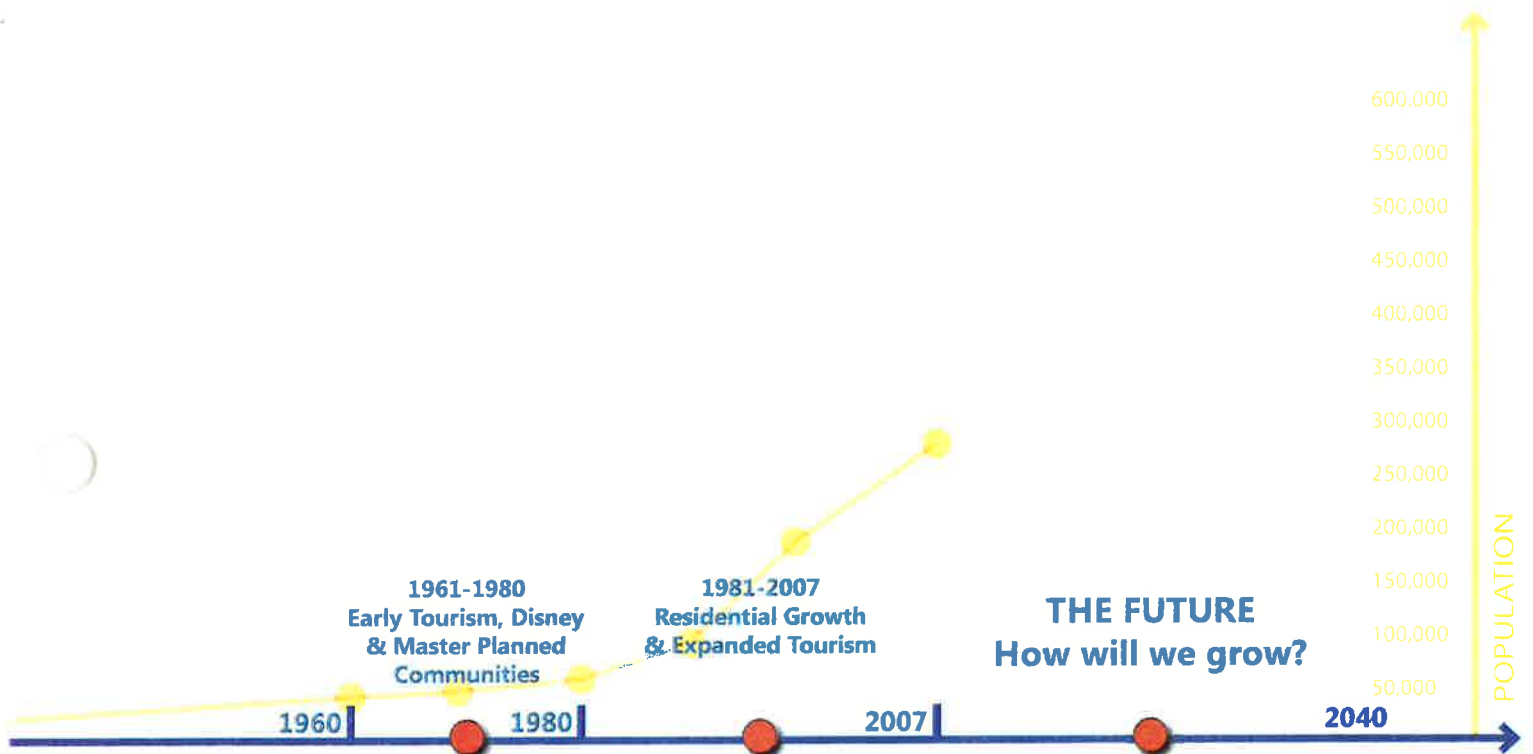
Transportation will invigorate existing and future economic centers; reduce travel costs; decrease vehicular miles of travel (VMTs); shorten commute times; promote new transportation choices; and increase quality of life. New high-speed rail on I-4 and Florida's Turnpike will make daily commutes to Tampa and Miami possible. Rail service will provide access to Orlando, Orlando International Airport (OIA), Disney, Celebration and the emerging Medical City from Poinciana, Kissimmee and the Northeast District Urban Center. New multimodal corridors with dedicated transit lanes will connect Kissimmee, St. Cloud and new job centers in the South Lake Toho, East of Lake Toho, Northeast District and Center Lake Mixed Use Districts, as well as the Narcoossee area. This system will be complemented by a new regional expressway system providing regional connectivity and mobility.

**1860-1960**  
**Nature, Ranching, Farming**  
**& Small Communities**  
**Osceola County created in 1887**

**1860**

TIME

**Figure 1. How We Grew**



### 3. The Osceola County Expressway Authority

In response to Osceola County's vision and transportation needs, OCX was formed in 2010 and began the creation of its first long-range expressway plan in 2012 – OCX 2040. The OCX Governing Board will ultimately consist of six members; three members appointed by the governing body of Osceola County; two members appointed by the Governor of the State of Florida; and the District V Secretary of the Florida Department of Transportation (FDOT), who shall be an ex officio non-voting member of OCX. The Board will administer the OCX 2040 Plan, intending to define expressway needs within the County and providing a program of projects by which implementation of the adopted plan can proceed.

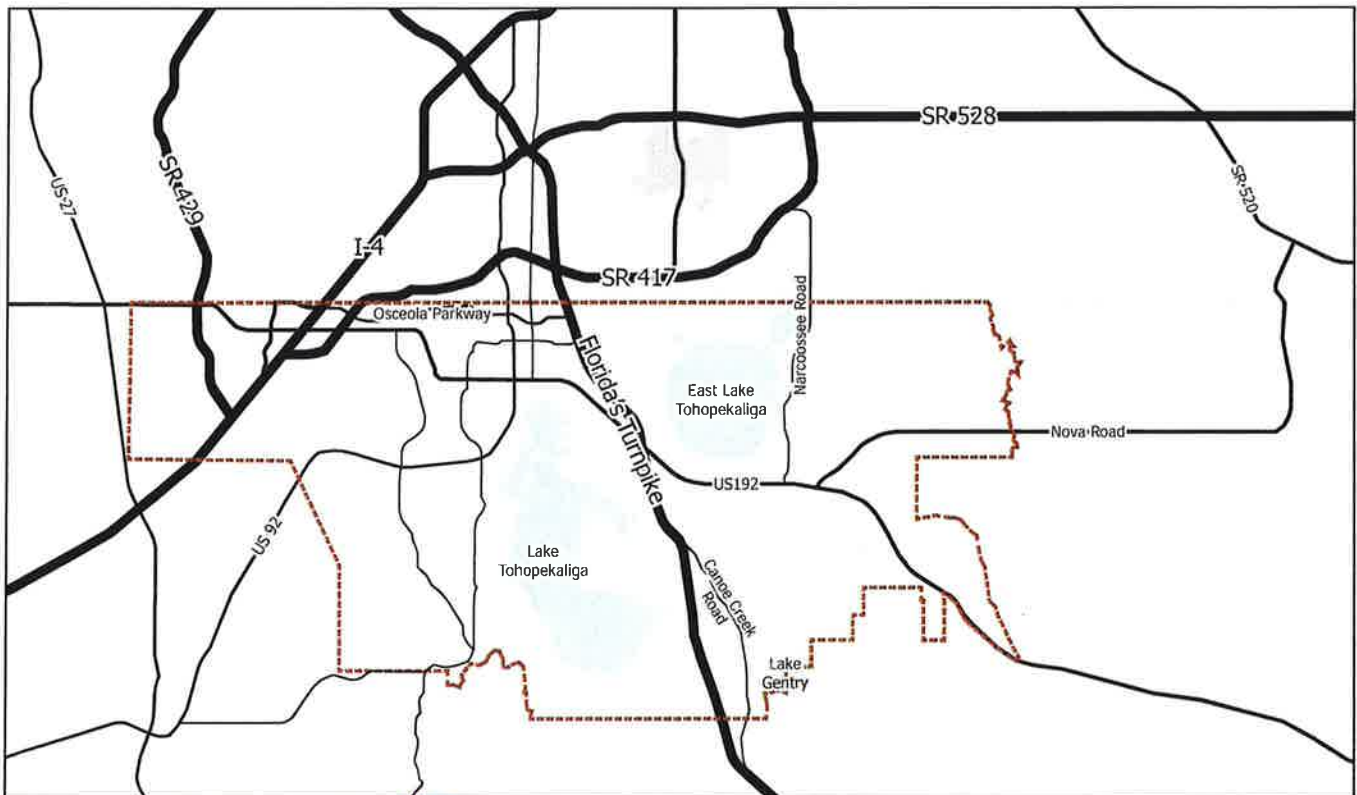
As Central Florida moves into the next century new opportunities await OCX. Over 5 million people will live in central Florida, and Osceola County will be home to a large portion of this population. Significant growth in both population and employment challenge the existing road systems with

traffic projections demonstrating decreasing level of services by the year 2040. Mobility will rely on transit and new expressway system with technology that offers the opportunity to manage traffic congestion and streamline toll collection. There is the need for full integration with our partners including MetroPlan Orlando, Orlando-Orange County Expressway Authority (OOCEA), the Florida Turnpike Enterprise (FTE), Florida Department of Transportation (FDOT), Brevard, Orange and Polk counties, the City of Orlando and the Greater Orlando Aviation Authority (GOAA).

The OCX 2040 system is structured on a series of expressways that ring the interior of the County's Urban Growth Boundary; connecting existing and emerging cities and centers. The system provides access to alternative modes of transportation from these centers. The new system integrates the County with the overall Orlando metropolitan area, Brevard and Polk counties and OIA. OCX 2040

highlights include the development of four expressways:

- Poinciana Parkway (10 miles)
- Osceola Parkway Extension (9 miles)
- Southport Connector Expressway (13 miles)
- Northeast Connector Expressway (25 miles)



**Figure 2. Regional Road System Map**



## 4. Mission and Vision

The Osceola County Expressway Authority Mission is to "provide a safe, cost-effective transportation system serving the public in a manner that protects the natural environment and quality of life of Osceola County".

OCX's Vision is "providing safe, efficient and cost-effective transportation options".

OCX's goal over the next 30 years is to leverage its strengths and assets to address evolving regional transportation and community needs in a manner that is consistent with its mission and its vision.

OCX's Objectives and Goals are:

### **Goal 1. Engage in Proactive Planning**

**Objective 1.1.** Be proactive by determining alignments prior to growth.

**Objective 1.2.** Integrate alignments into other adopted plans.

### **Goal 2. Develop a Safe System**

**Objective 2.1.** Ensure a safe and reliable system.

### **Goal 3. Promote a High Quality of Life for Osceola County Residents**

**Objective 3.1.** Reduce delay by providing limited access transportation options.

**Objective 3.2.** Improve capacity with new lineage and transit options.

**Objective 3.3.** Integrate into the regional arterial and highway system.

**Objective 3.4.** Ensure regional connectivity.

**Objective 3.5.** Move people efficiently within our Urban Growth Boundary.

**Objective 3.6.** Encourage the integration of multimodal options.

#### **Goal 4. Ensure Cost Efficiency**

**Objective 4.1.** Maximize revenues through the continued evaluation of projects and tolling strategies.

**Objective 4.2.** Maximize customer base.

**Objective 4.3.** Ensure a positive return on investment for new projects.

**Objective 4.4.** Minimize cost to local government and tax payers.

**Objective 4.5.** Use the latest technology to maximize mobility and efficiency.

#### **Goal 5. Minimize Impacts to our Neighborhoods and Natural Resources**

**Objective 5.1.** Minimize natural resource impacts.

**Objective 5.2.** Minimize impacts to homes.

#### **Goal 6. Support the Economic Development of the County**

**Objective 6.1.** Support the economic sustainability of the county by ensuring mobility.

**Objective 6.2.** Integrate with existing and future economic centers.

**Objective 6.3.** Strategically locate interchanges to support economic and land use goals.

**Objective 6.4.** Provide access to and from key regional designations.

#### **Goal 7. Ensure Coordination with our Local Communities and Regional Entities**

**Objective 7.1.** Coordinate with regional agencies, cities and counties.

**Objective 7.2.** Integrate with other planning efforts.

**Objective 7.3.** Investigate expressway opportunities and connections in adjacent counties.

## 5. Master Plan

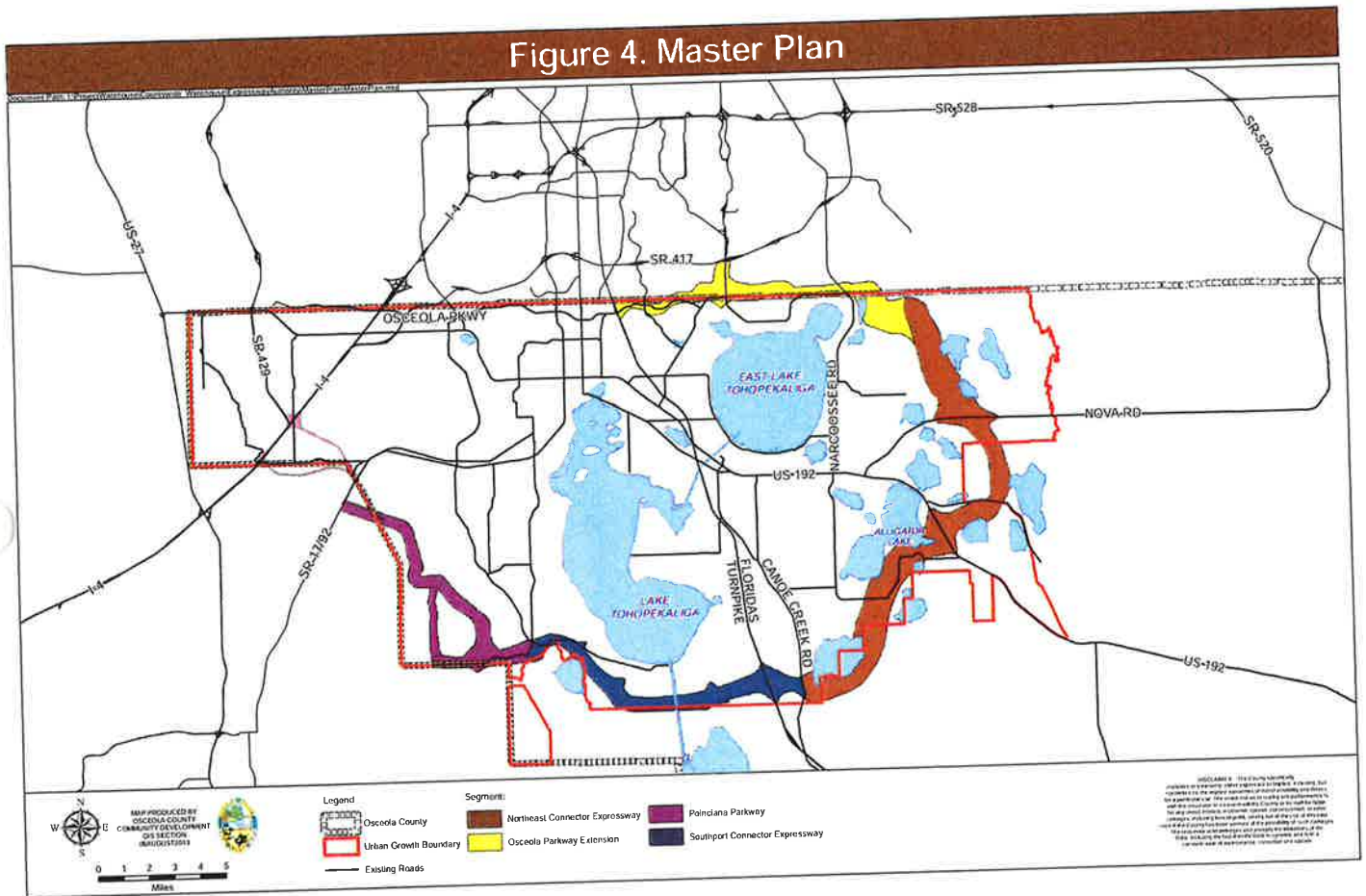
Through a series of workshops, the OCX Governing Board developed a framework which will form the basis for short-term actions and provides a mechanism to measure the success of projects. OCX 2040 calls for significant improvements to the existing system and construction of new expressways. These improvements will be funded through revenues generated by the toll system and through partnerships with other public agencies or private entities. Long-range improvements are graphically depicted in Figure 4, Master Plan. Additional detailed information on these projects can be found in Section 6, Framework Components. Improvements are developed as new or transitioning expressways or interchanges. New expressways or interchanges are primarily within new rights-of-way while transitioning expressways or interchanges are based on modifications to existing facilities. All information contained in this plan is conceptual and is subject to further feasibility and environmental analyses.

	Objective 1.1	Objective 1.2	Objective 2.1	Objective 3.1	Objective 3.2	Objective 3.3	Objective 3.4	Objective 3.5	Objective 3.6	Objective 4.1	Objective 4.2	Objective 4.3	Objective 4.4	Objective 4.5	Objective 5.1	Objective 5.2	Objective 6.1	Objective 6.2	Objective 6.3	Objective 6.4	Objective 7.1	Objective 7.2	Objective 7.3
<b>Poinciana Parkway</b>	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
<b>Osceola Parkway</b>	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
<b>Southport Connector Expressway</b>	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
<b>Northeast Connector Expressway</b>	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
<b>Other Regional Connections</b>	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

● Meets Goal; ° Partially Meets Goals

**Figure 3. Corridors and Objectives Comparison**

Figure 4. Master Plan



## 6. Master Plan Components

### Introduction

Osceola County and the Osceola County Expressway Authority (OCX) have endorsed the concept of a limited access expressway system serving the County's urban growth area. As currently envisioned, this system consists of the four segments shown in Figure 4. Once completed, the system will provide for a seamless connection between I-4 on the west and SR 417 to the north. Future connections could include working with OOCEA on a connection to SR 528 and partnering with FDOT on an easterly connection to Brevard County and I-95.

A description of each of the four segments and their status is provided as follows.

### Poinciana Parkway

#### 1. Project Description

The Poinciana Parkway is a four-lane toll facility approximately 10 miles in length, beginning at the current terminus of Marigold Avenue in the far northwest corner of the Poinciana community and terminating at the intersection of County Road 54 and US 17/92. It is intended to provide an additional outlet from this community to the rest of Central Florida via the regional road network.

As shown in Figure 5, the Poinciana Parkway consists of six segments:

- I-4 Segment (Alternative 1 & 2)
- Northwest Segment
- Bridge Segment
- Southeast Segment
- Southwest (Rhododendron) Segment
- Cypress Segment

The I-4 Segment (Alternative 1 & 2) provides a connection north to I-4. The Northwest Segment provides the connection through Polk County to US 17/92. The Bridge Segment is the section with the

toll facility. The Southeast Segment is the existing Marigold Avenue connection. When built, the Southwest Segment would replace Marigold Avenue as the primary route to and from the Bridge Segment. The Cypress Segment provides the connection to the Southport connector Expressway.

#### 2. Project Status

The Poinciana Parkway project has made significant progress. A Memorandum of Understanding (MOU) has been executed that formally outlines duties and responsibilities of Avatar, Osceola County, Polk County and the Osceola County Expressway Authority. The Design Build firm has been approved by the OCX Board (negotiations are ongoing), the Traffic and Revenue Study will be updated in accordance with the final design and construction is anticipated to be able to start as early as December 2013.



Figure 5. Poinciana Parkway Aerial Map

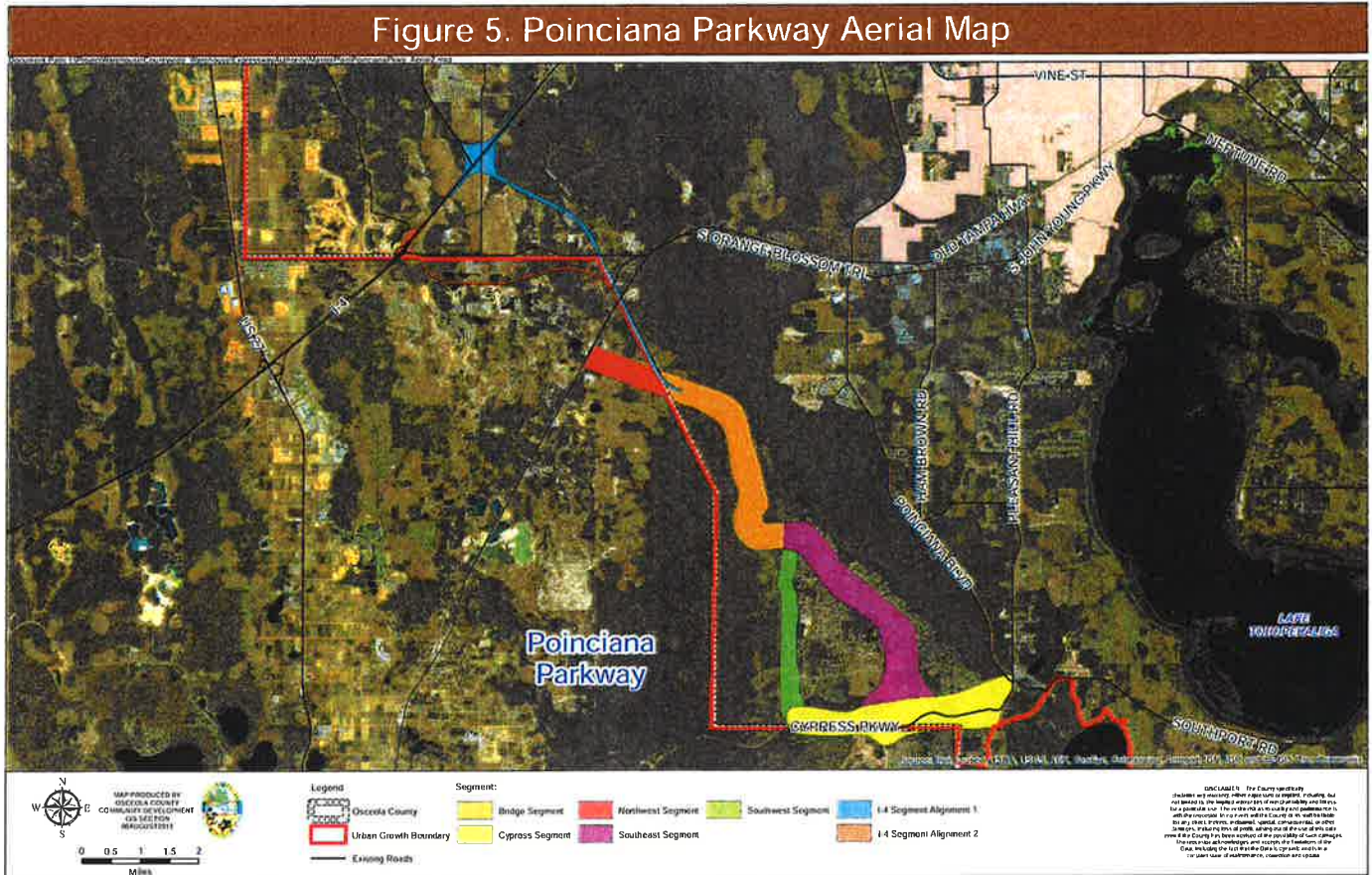


Figure 6. Poinciana Parkway Environmental Map

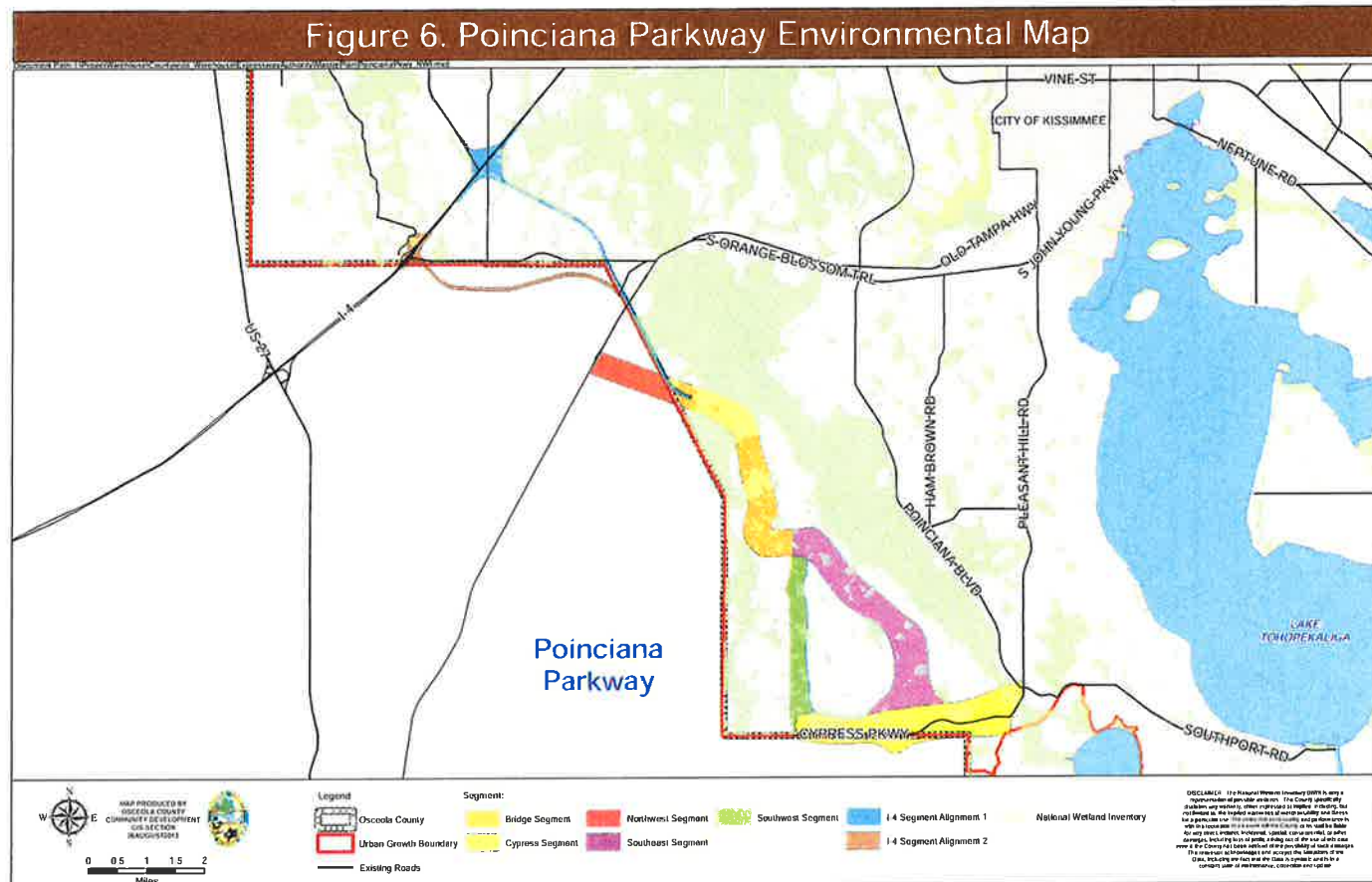
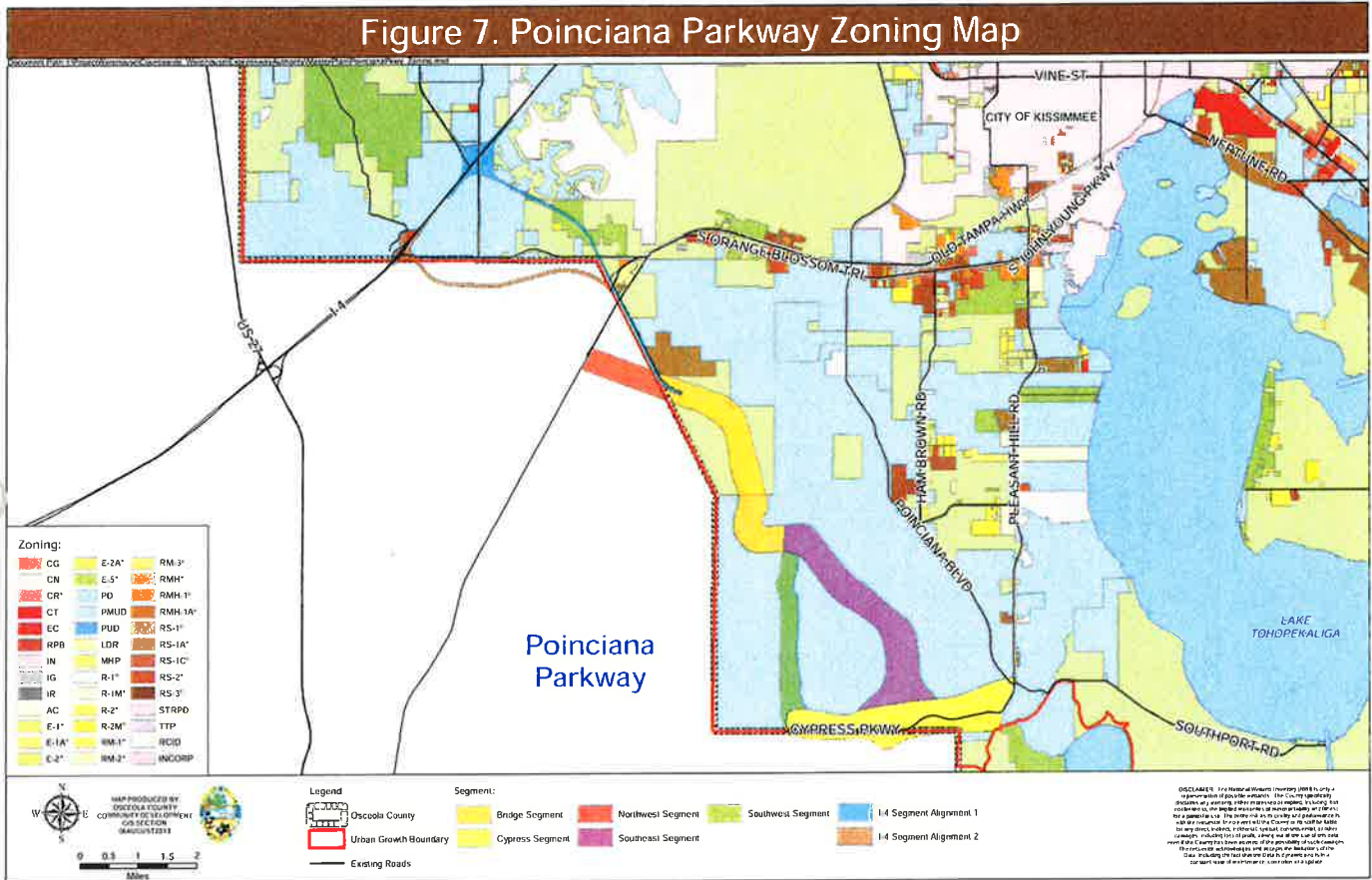
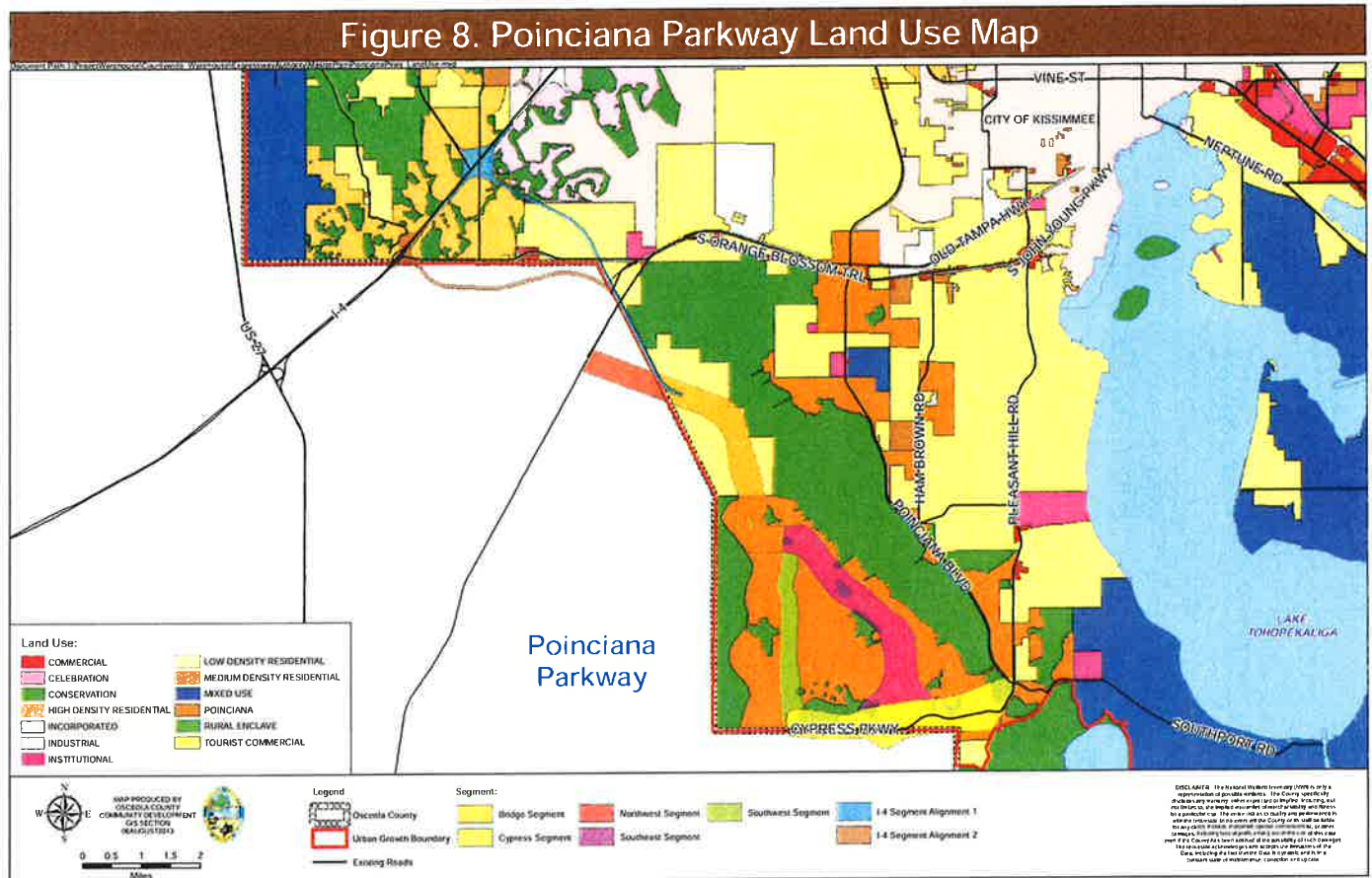


Figure 7. Poinciana Parkway Zoning Map







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## **Southport Connector Expressway**

### **1. Project Description**

The Southport Connector Expressway is located between Cypress Parkway and Canoe Creek Road, covering a distance of approximately 13 miles. This alignment passes through the South Lake Toho Mixed Used District forming the southern edge of the Urban Growth Boundary (UGB) and connecting the Poinciana Parkway to Florida's Turnpike. This project is being planned as a limited access toll road with a system to system interchange with the Turnpike, and combines roadway and transit elements.

The preferred corridor for this expressway was identified through the planning process for the South Lake Toho Conceptual Master Plan. Key considerations included impacts to the Disney Wilderness Preserve, interchange locations, interchange spacing requirements related to the Turnpike's existing Canoe Creek Service Plaza and the Turkey Lake Mainline Toll Plaza, and effect on neighboring residential properties. A major stakeholder group was instrumental in resolving these issues by reviewing multiple corridor alternatives and selecting

the corridor that most effectively addressed them.

### **2. Project Status**

The following studies have been completed on the project to date:

- Concept Development and Evaluation Study for SR 417 Southern Extension. May 2008. Orlando-Orange County Expressway Authority (OOCEA)
- Preliminary Alignment and Feasibility Study for Southport Connector from Cypress Parkway to Canoe Creek Road. November 2009. Osceola County Smart Growth Office

The Corridor was adopted as part of the 2011 Osceola County Comprehensive Plan.

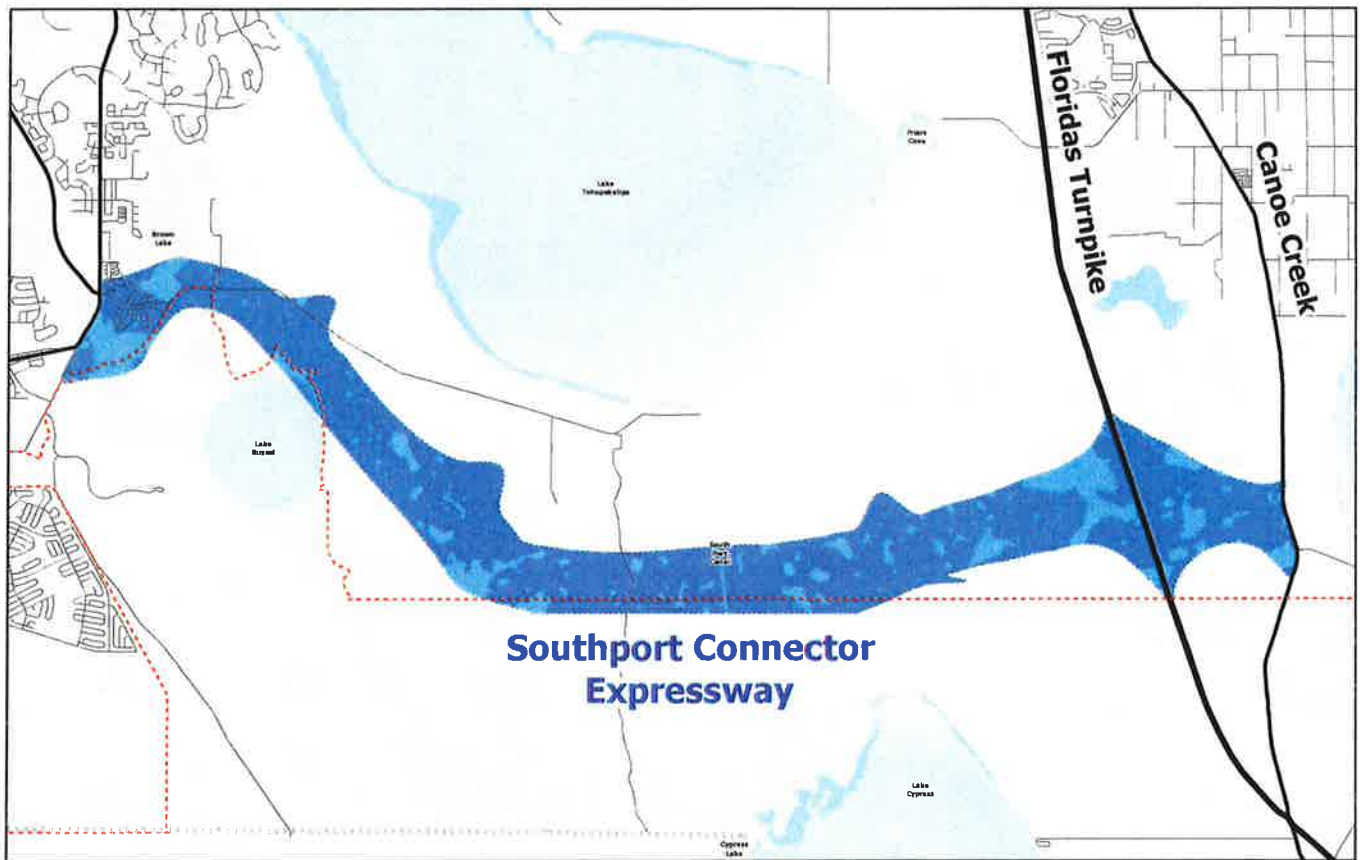
The PD&E study for the project is in progress and is anticipated to be completed in 2017.



**Figure 9. Southport Connector Aerial Map**



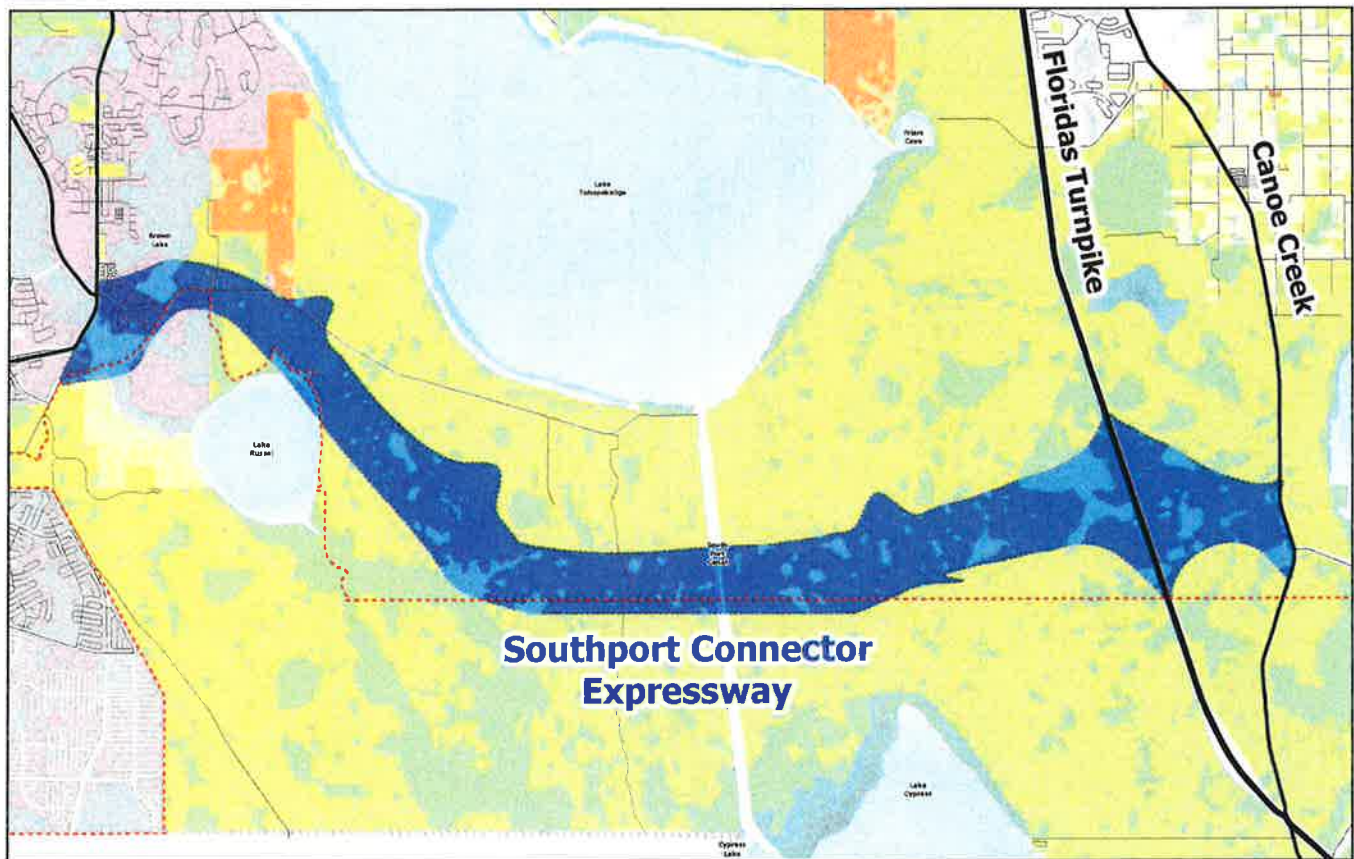




**Figure 10. Southport Connector Environmental Map**

Legend	Segments	Environmental Constraints
City Boundaries	Southport Connector Expressway	Hydrology
Urban Growth Boundary		Wetlands
Osceola County Boundary		
Existing Roads		





**Figure 11. Southport Connector Zoning Map**

- |   |  |  |
|---|--|--|
| <b>Legend</b>   | <b>Segments</b>  | <b>Current Land Use</b>  |
| <ul style="list-style-type: none"> <li>City Boundaries</li> <li>Urban Growth Boundary</li> <li>Osceola County Boundary</li> <li>Existing Roads</li> </ul> | <ul style="list-style-type: none"> <li>Southport Connector Expressway</li> </ul> | <ul style="list-style-type: none"> <li>Agricultural</li> <li>Commercial</li> <li>Development of County Impact</li> <li>Estate</li> <li>Incorporated</li> <li>Industrial</li> <li>Institutional</li> <li>Mobile Home Park</li> <li>Multi-Family</li> <li>Planned Development</li> <li>Ready Creek/Improvement Development</li> <li>Residential</li> <li>Residential Professional Business</li> <li>Rural</li> <li>TBD</li> <li>Tourist Service Center</li> <li>Travel Trailer Park</li> </ul> |



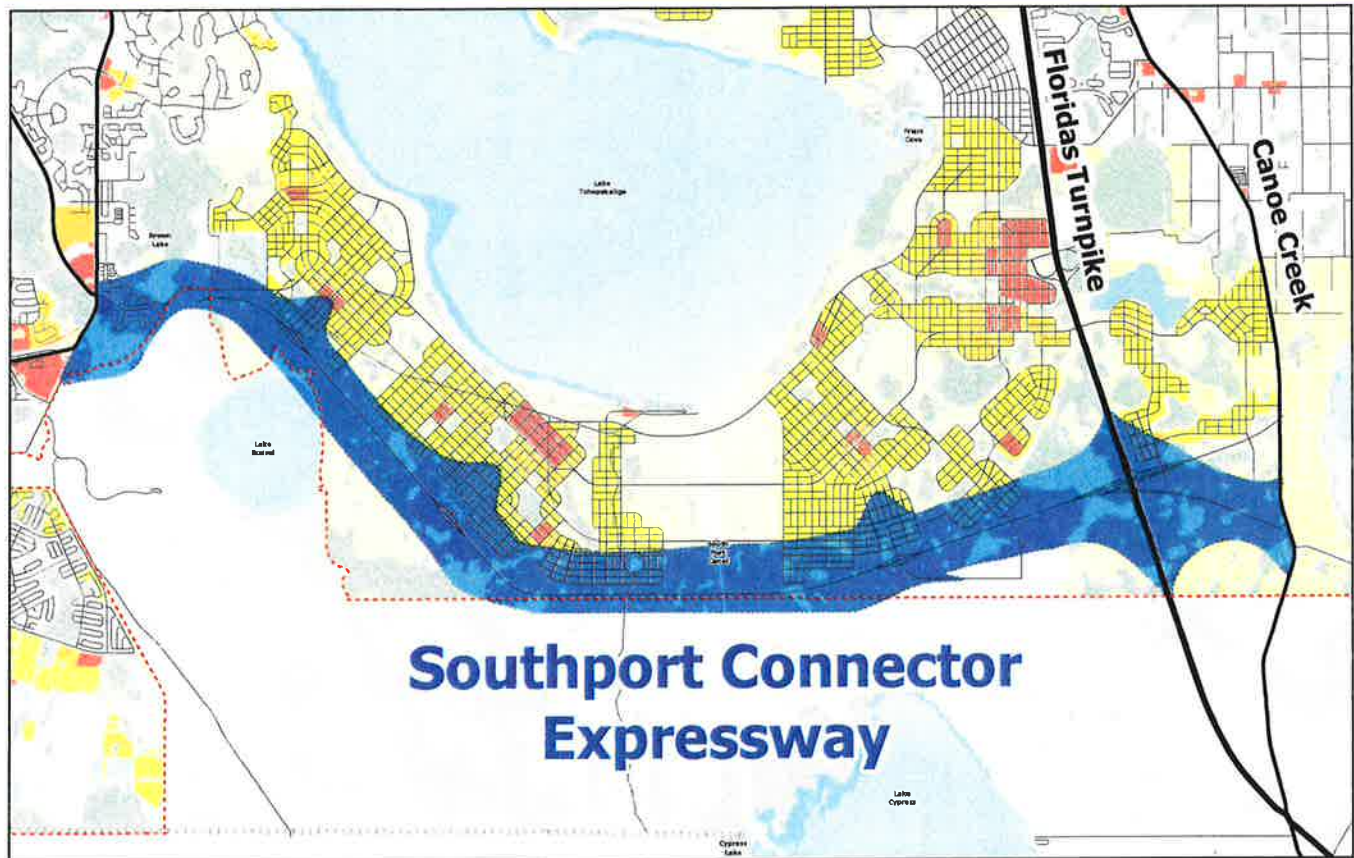


Figure 12. Southport Connector Land Use Map

- |  |  |   |   |
|--|--|---|---|
| <b>Legend</b><br><ul style="list-style-type: none"> <li> City Boundaries</li> <li> Urban Growth Boundary</li> <li> Osceola County Boundary</li> <li> Existing Roads</li> </ul> | <b>Segments</b><br><ul style="list-style-type: none"> <li> Southport Connector Expressway</li> </ul> | <b>Land Use</b><br><ul style="list-style-type: none"> <li> Employment Commercial, Service, Retail</li> <li> Mixed Use Commercial - High</li> <li> Mixed Use Commercial - Low</li> <li> Employment Office</li> <li> Employment Manufacturing</li> <li> Chic</li> </ul> | <ul style="list-style-type: none"> <li> Open Space, Parks, and Conservation</li> <li> Mixed Use Residential - High</li> <li> Mixed Use Residential - Low</li> <li> Residential - High</li> <li> Residential - Medium</li> <li> Residential Low</li> <li> Residential Rural/Low</li> </ul> |
|--|--|---|---|



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## **Northeast Connector Expressway**

### **1. Project Description**

The Northeast Connector Expressway extends from the Southport Connector Expressway at Canoe Creek Road, northeast to the Osceola/ Orange County line, for a length of approximately 25 miles. The Northeast Connector Expressway has been known as the Southport Connector East and the SR 417 Southern Extension in studies and discussions. The roadway is proposed as a four-lane limited access toll facility with the potential to be expanded to six lanes or as a dedicated transit corridor. The Northeast Connector will allow for a connection to the Osceola Parkway Extension and combines roadway and transit elements.

Various corridors for the Northeast Connector Expressway were examined as part of the South Lake Toho and Northeast District Conceptual Master Planning processes. Key considerations of this expressway include impacts to wetlands and habitat, routing around Lake Gentry, impacts to existing residential neighborhoods, and ensuring connections to proposed centers in Harmony and the Northeast District.

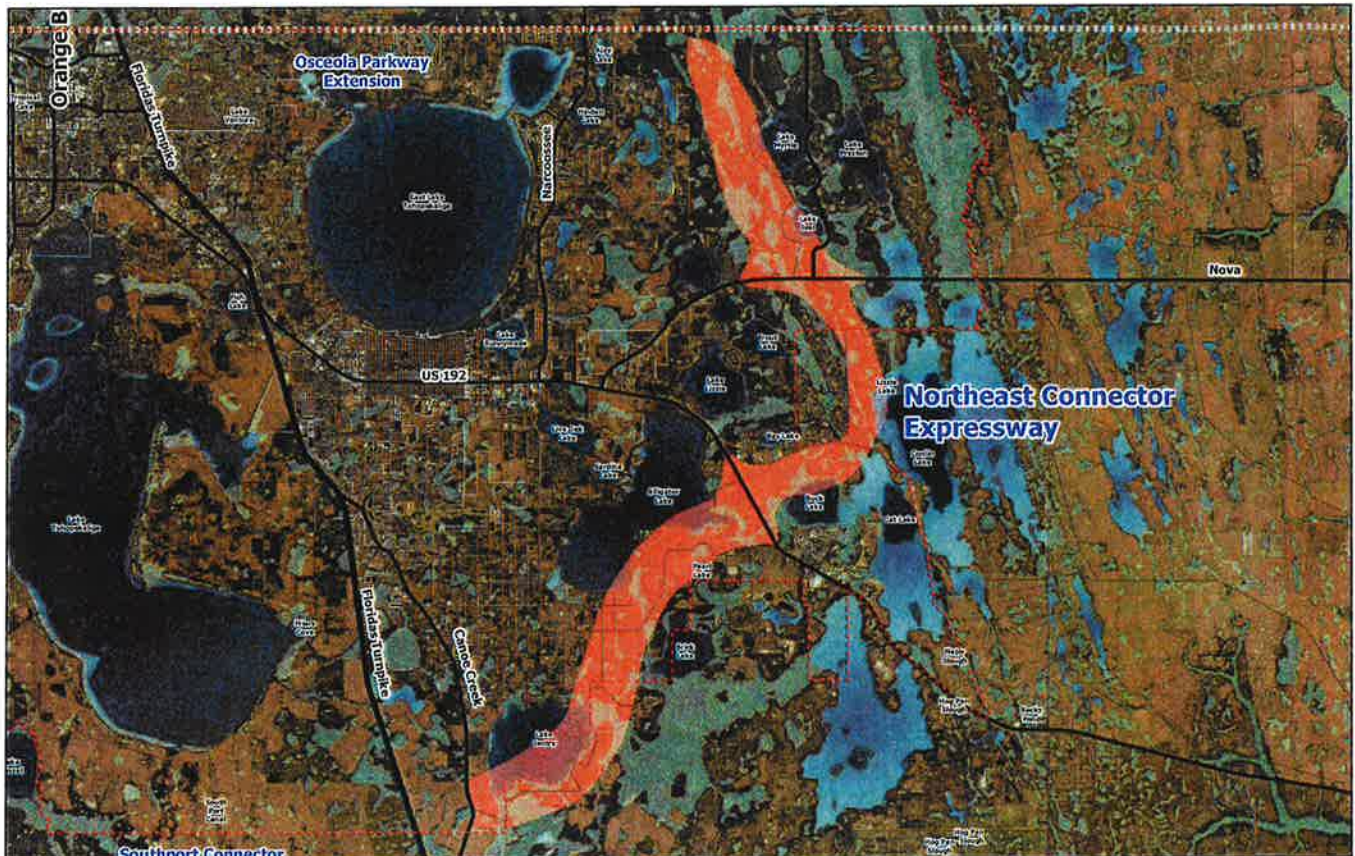
### **2. Project Status**

Potential corridors for this project were originally studied by the Orlando-Orange County Expressway Authority (OOCEA) in 2006. These studies were expanded through a feasibility study conducted by Osceola County in 2009 and 2010.

- Concept Development and Evaluation Study for SR 417 Southern Extension. May 2008. Orlando-Orange County Expressway Authority (OOCEA)
- Preliminary Alignment Evaluation for Southport Connector East from Canoe Creek Road to SR 528. June 2010. Osceola County Public Works Department and Smart Growth Office

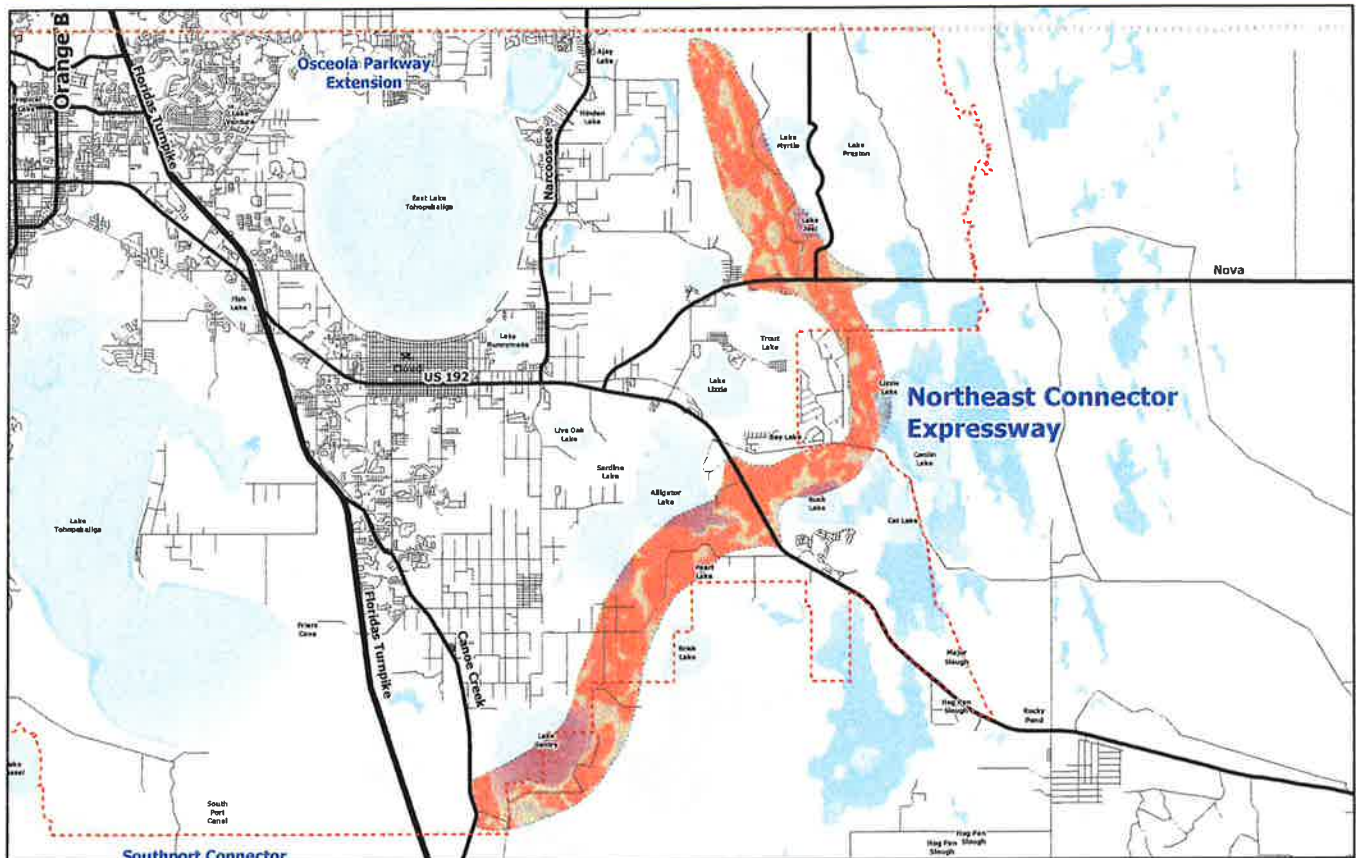
Two possible corridors were adopted as part of the 2011 Osceola County Comprehensive Plan.

To date, no funding has been allocated for the County to conduct a PD&E study for this project.



**Figure 13. Northeast Connector Aerial Map**



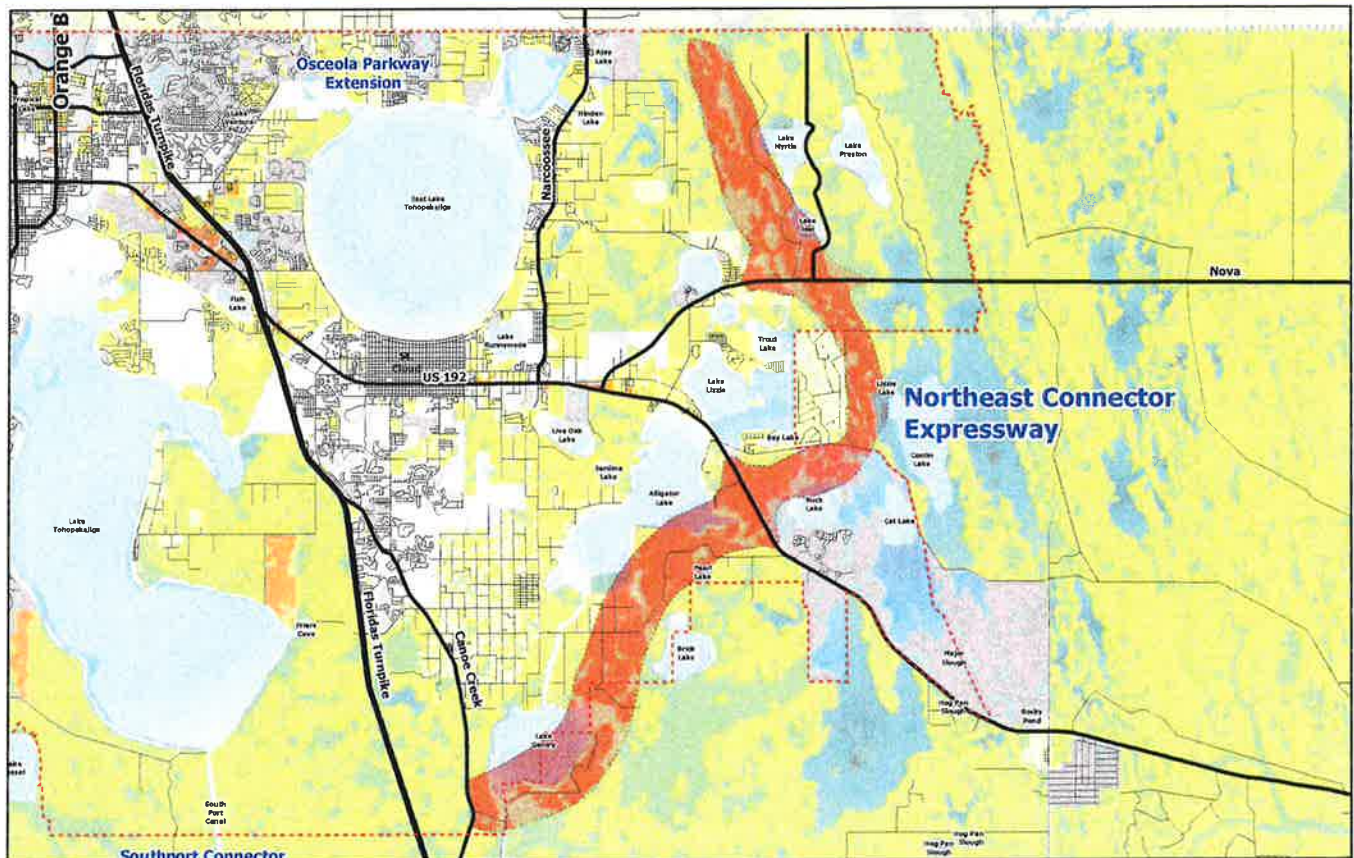


**Figure 14. Northeast Connector Environmental Map**

Legend	Segments	Environmental Constraints
City Boundaries	Northeast Connector Expressway	Hydrology
Urban Growth Boundary		Wetlands
Osceola County Boundary		
Existing Roads		







### Figure 15. Northeast Connector Zoning Map



Legend	Segments	Land Use	
City Boundaries	Northeast Connector Expressway	Employment Commercial, Service, Retail	Open Space, Parks, and Conservation
Urban Growth Boundary		Mixed Use Commercial - High	Mixed Use Residential - High
Decola County Boundary		Mixed Use Commercial - Low	Mixed Use Residential - Low
Existing Roads		Employment Office	Residential - High
		Employment Manufacturing	Residential - Medium
		Civic	Residential Low
			Residential Rural/Low



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## Osceola Parkway Extension

### 1. Project Description

The Osceola Parkway Extension is a 9-mile road segment beginning approximately one mile west of the Boggy Creek Road and Osceola Parkway intersection, and continuing to the Northeast Connector Expressway.

The purpose and need for this project is primarily to provide additional transportation mobility in order to support the projected transportation demand being generated by future economic growth. This project includes roadway and transit elements that are combined in a common surface transportation corridor. The roadway section is limited access roadway within a 400' right of way. The road will be built as a four-lane roadway with the ability to be expanded to six lanes to include a dedicated transit corridor. The Expressway will allow for a connection to the Northeast Connector Expressway and combines roadway and transit elements.

Coordination is necessary with Orange County, the City of Orlando, Greater Orlando Aviation Authority (GOAA) and OOCEA, as well as existing residential neighborhoods and the Split Oaks Mitigation Area.

### 2. Project Status

The Osceola Parkway Extension project has completed a number of feasibility studies.

- Traffic Analysis Report: Osceola Parkway Extension. December 2010. Osceola County Transportation Planning Department
- Financial Analysis: Osceola Parkway Extension. January 2011. Osceola County and Transportation Planning Department
- Environmental Analysis: Osceola Parkway Extension Feasibility Study. January 2011. Osceola County Transportation Planning Department.
- Osceola Parkway Extension Feasibility Study. January 18, 2011. Osceola County Transportation Planning Department

OCX and Florida's Turnpike Enterprise (FTE) are currently undertaking a Project Development and Environment (PD&E) for the Extension. This is through a funding agreement with FDOT and OCX. The study area has recently been expanded to include a possible limited access connection between the Extension and S.R. 417, to include the S.R. 417/Boggy Creek

Interchange. The PD&E expected to take approximately 24 months.



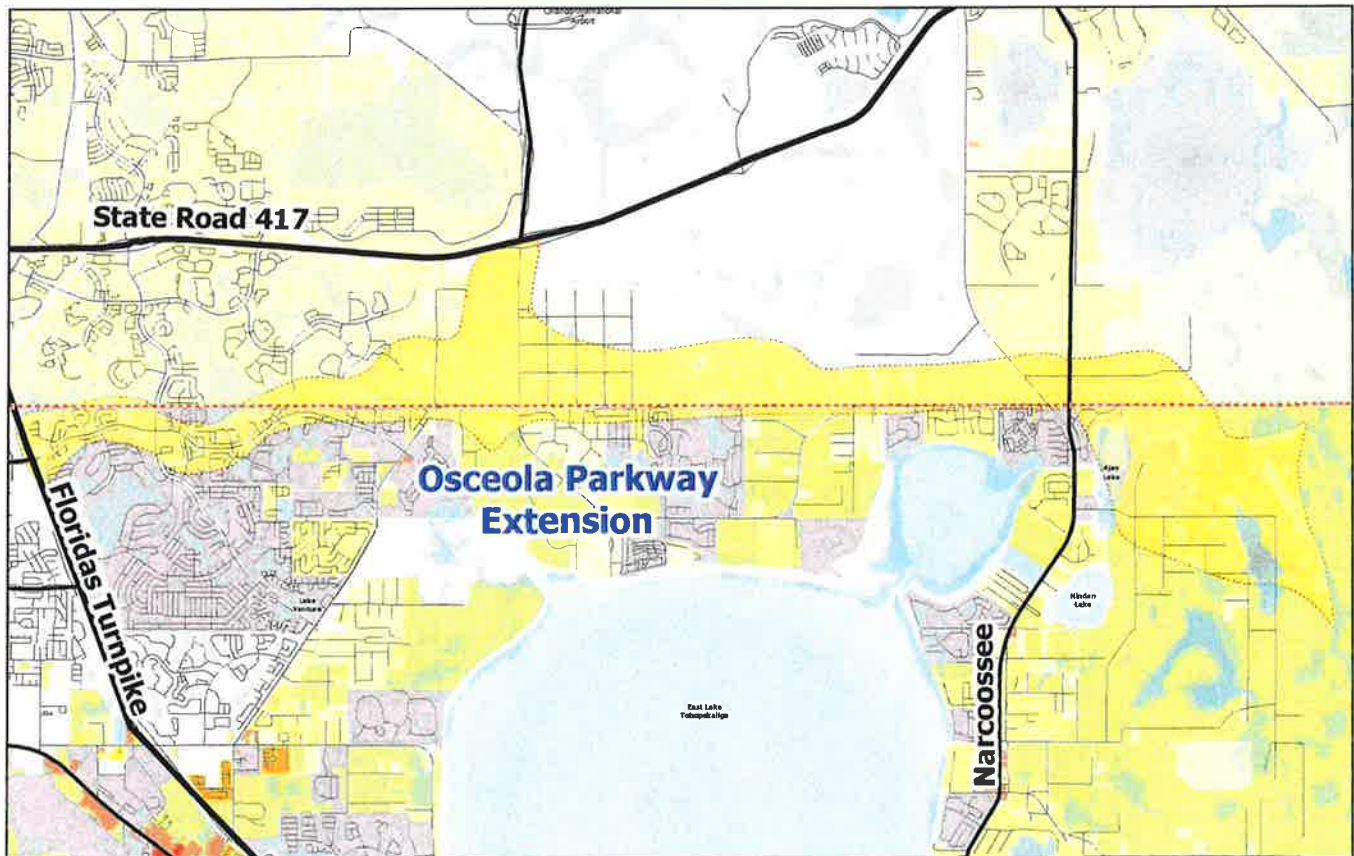


Figure 17. Osceola Parkway Aerial Map



Legend	Segments	Environmental Constraints
 City Boundaries  Urban Growth Boundary  Ocoee County Boundary  Existing Roads	 Ocoee Parkway Extension	 Hydrology  Wetlands

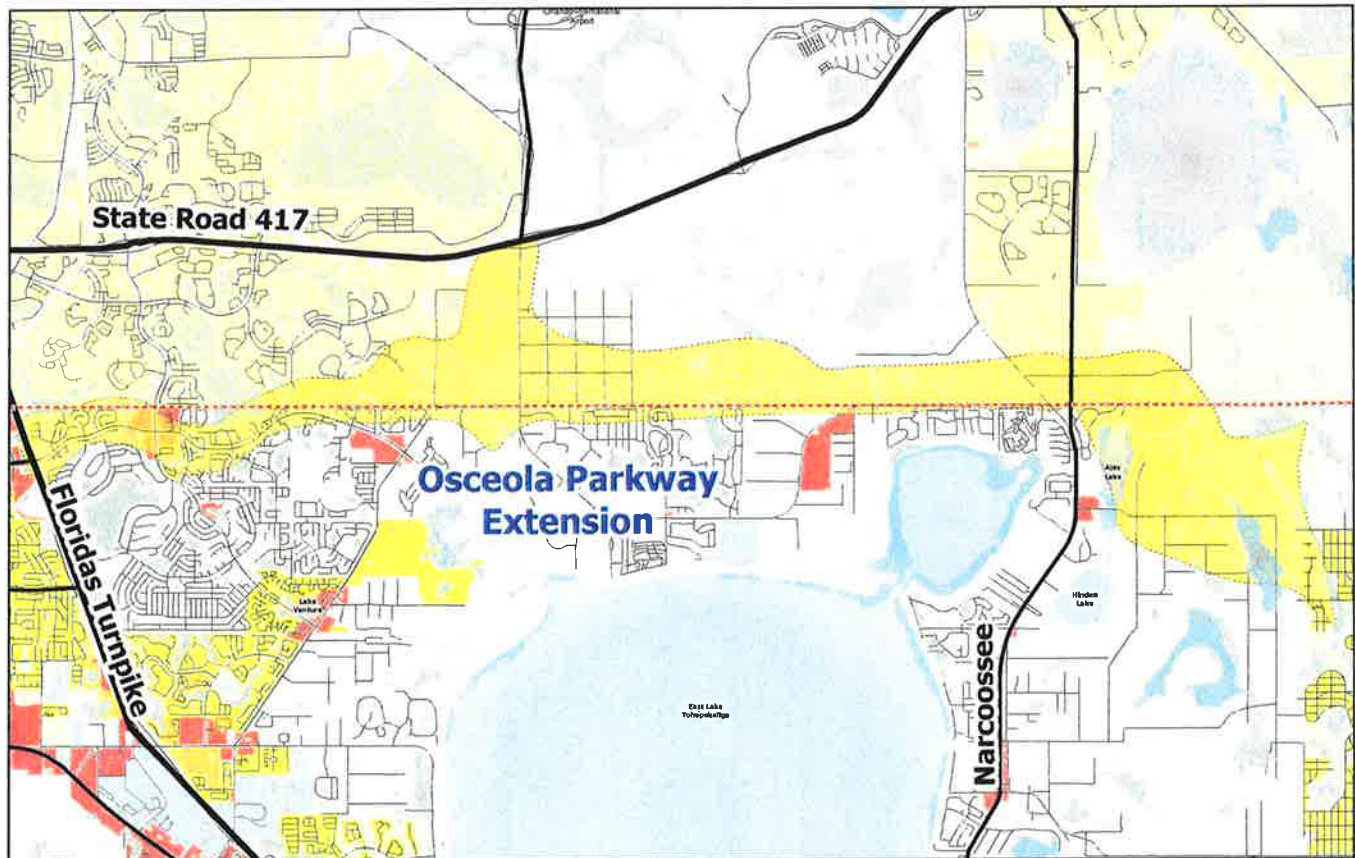




**Figure 19. Osceola Parkway Zoning Map**

- |  |  |   |
|--|--|---|
| <b>Legend</b><br><ul style="list-style-type: none"> <li><span style="color: red;">---</span> City Boundaries</li> <li><span style="color: red;">---</span> Urban Growth Boundary</li> <li><span style="color: red;">---</span> Osceola County Boundary</li> <li><span style="color: black;">---</span> Existing Roads</li> </ul> | <b>Segments</b><br><ul style="list-style-type: none"> <li><span style="color: yellow;">---</span> Osceola Parkway Extension</li> </ul> | <b>Current Land Use</b><br><ul style="list-style-type: none"> <li><span style="color: yellow;">■</span> Agricultural</li> <li><span style="color: orange;">■</span> Commercial</li> <li><span style="color: green;">■</span> Development of County Impact</li> <li><span style="color: blue;">■</span> Estate</li> <li><span style="color: purple;">■</span> Incorporated</li> <li><span style="color: black;">■</span> Industrial</li> <li><span style="color: lightblue;">■</span> Institutional</li> <li><span style="color: lightgreen;">■</span> Mobile Home Park</li> <li><span style="color: pink;">■</span> Multi-Family</li> <li><span style="color: lightyellow;">■</span> Planned Development</li> <li><span style="color: lightblue;">■</span> Reedy Creek Improvement Development</li> <li><span style="color: yellow;">■</span> Residential</li> <li><span style="color: orange;">■</span> Residential Professional Business</li> <li><span style="color: lightblue;">■</span> Rural</li> <li><span style="color: purple;">■</span> TUD</li> <li><span style="color: red;">■</span> Tourist Service Center</li> <li><span style="color: lightblue;">■</span> Travel Trailer Park</li> </ul> |
|--|--|---|





**Figure 20. Osceola Parkway Land Use Map**

- |  |   |  |   |
|--|---|--|---|
| <b>Legend</b><br><ul style="list-style-type: none"> <li> City Boundaries</li> <li> Urban Growth Boundary</li> <li> Osceola County Boundary</li> <li> Existing Roads</li> </ul> | <b>Segments</b><br><ul style="list-style-type: none"> <li> Osceola Parkway Extension</li> </ul> | <b>Land Use</b><br><ul style="list-style-type: none"> <li> Employment Commercial, Service, Retail</li> <li> Mixed Use Commercial - High</li> <li> Mixed Use Commercial - Low</li> <li> Employment Office</li> <li> Employment Manufacturing</li> <li> Civic</li> </ul> | <ul style="list-style-type: none"> <li> Open Space, Parks, and Conservation</li> <li> Mixed Use Residential - High</li> <li> Mixed Use Residential - Low</li> <li> Residential - High</li> <li> Residential - Medium</li> <li> Residential Low</li> <li> Residential Rural/Low</li> </ul> |
|--|---|--|---|

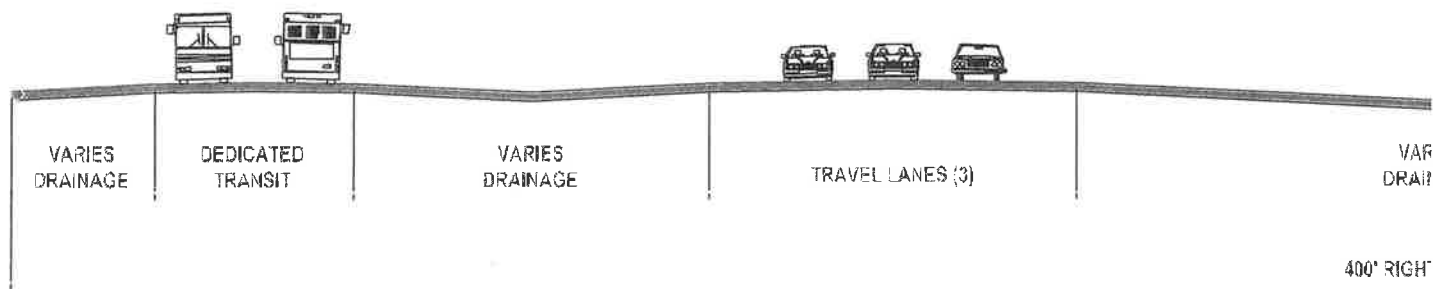


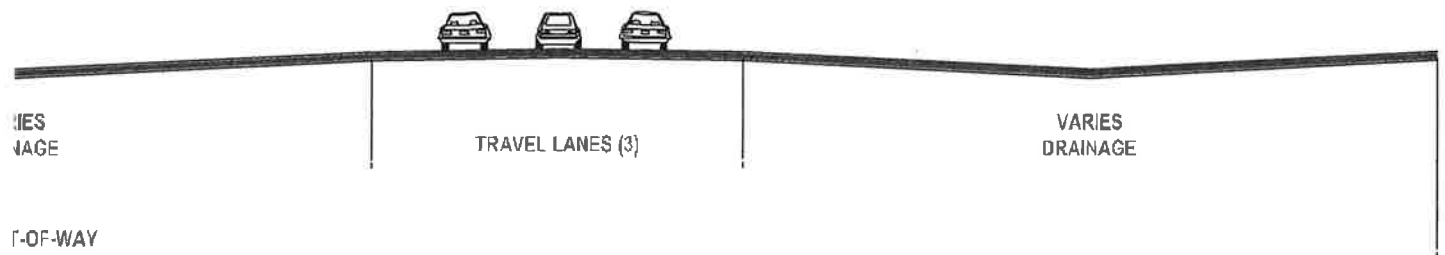
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## 7. Typical Expressway

These expressways are anticipated to have a typical, ultimate cross section as illustrated below. While the six travel lanes and associated drainage corridors are typical of existing expressways in the region, a dedicated transit easement is anticipated to be included as well.







## 8. Coordination with FDOT's Future Corridors Planning Initiative

In addition to planning expressways for the near future, it is important to consider the growth and development which the County may experience over the next 50 years. The Florida Department of Transportation (FDOT) has been planning for a 2060 time horizon in the state's transportation plan and in its corridor planning exercises. This strategic look at the state's transportation needs acknowledges it is not too soon to begin looking beyond the timeframes of local government comprehensive plans to ensure that facilities lasting a century or more are adequately planned for. Not considering long-term regional growth and the benefits of connecting the state's urbanized regions will likely result in a transportation system inadequate to support the future economic demands of the state.

For that reason, the new Future Corridors planning program of FDOT is a welcome enlargement of the traditional transportation planning activities by FDOT, the state's

metropolitan planning organizations and expressway authorities, and local governments like Osceola County. FDOT has identified study areas for nine new potential statewide or regional multi-modal transportation corridors as well as four re-development corridors. One study area for a new east-west transportation corridor, identified as Study Area F, would link Osceola County with Brevard County on the east and Orange, Lake, Sumter, Pasco and Hernando counties to the west.

To best position Osceola County for sustainable, well-balanced growth, OCX shall encourage FDOT to select Study Area F for one of its prototype studies. New transportation and utility corridors in the eastern most portion of Study Area F would enhance connectivity between the emerging activity centers in Osceola and the economic hubs in Brevard County. This enhanced connectivity carries significant benefits for economic development, hurricane

evacuation and overall mobility. For example, connecting the emerging medical and biotech cluster at Lake Nona with the high tech industries in Brevard County could create new synergies that lead to additional job growth.

OCX is prepared to work in partnership with FDOT, Osceola County, other local governments and interested stakeholders in identifying, designating and protecting new multi-modal transportation and utility corridors to better connect the region and encourages FDOT to commence such studies in East Central Florida as soon as possible.

## 9. References

- Austin Environmental Consultants, Inc., 2011. Osceola Parkway Environmental Analysis Extension Feasibility Study.
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- Wilbur Smith, 2006. Poinciana Parkway Comprehensive Traffic and Toll Revenue Study



## Appendix I. Public Participation

### 1. Master Plan Agency Workshop Meeting Summary

Board Members Present:

- Atlee Mercer, Chairman
- William Folsom, Vice-Chairman
- Bob Healy, Secretary
- Noranne Downs, FDOT District 5

An agency workshop of the Osceola County Expressway Authority was held on March 26, 2012. The meeting was from 2pm to 4pm at the Osceola Heritage Park Extension Services building. Those agencies/organizations in attendance included the following:

- Florida Department of Transportation (FDOT)
- South Florida Water Management District (SFWMD)
- Greater Orlando Aviation Association (GOAA)

- Florida Department of Environmental Protection (FDEP)
- Orange County
- City of Orlando
- City of Kissimmee
- City of St. Cloud
- Orlando-Orange County Expressway Authority (OOCEA)
- Toho Water Authority
- Osceola County
- MetroPlan Orlando
- Polk County
- Brevard County
- Audubon Society
- Atkins Global
- Hanson Walter and Associates
- KCG Corp
- Johnson Surveying
- GEC
- Kimley-Horn Inc.
- Infrastructure Engineering

Mr. Atlee Mercer welcomed the attendees and introduced the Osceola County Expressway Authority (OCX) board. The purpose of these meeting is to coordinate with all of the stakeholders on the OCX

Master Plan. The Master Plan is based on the existing studies that have been done on this region.

Mr. Bruce Meighen with AECOM presented the information regarding the OCX Master Plan. The OCX Mission and Vision statement tie into the corridors chosen. The Board has chosen these general corridors as their starting point for creating a perimeter expressway system. The system will provide connections between the major activity centers within the County as well as regional connections. Mr. Meighen provided an overview of all the segments and phases, emphasizing the connections to each other and the regional connections. Finally Mr. Meighen outlined the upcoming schedule for the Master Plan document. The plan will be completed in April and the OCX Board public hearings will be schedule for May/June 2012.

### Question and Answer Period

The attendees had a number of questions. A summary of the questions and answers are below.

1. The OCX Board needs to think in far future. Accommodating transit and multimodal options should be expanded to commuter rail. Bob Kamm, Brevard County

The OCX Board is looking long-term; this plan is a 2040 plan. The corridors are planned to accommodate transit; a typical section will be included in the OCX Master Plan document.

2. There is a need for a new east west roadway into the Northwest Osceola County from Brevard County. This could be in the Nova Road Corridor. This would connect to Brevard County to the larger region. Bob Kamm, Brevard County

OCX has discussed that connection with FDOT and will work with them to select an appropriate corridor thru their planning

process. We would incorporate the results of that effort into the OCX Master Plan.

3. Are you using the Joint Land Use Plan Boundary? Michelle Orton, City of St. Cloud

These maps are showing the Osceola County Urban Growth Boundary (UGB). We will add the city limits to future maps.

4. Have there been any changes to the Poinciana Parkway route or mitigation? Charles Lee, Audubon Society

The mitigation bank impacts would be unchanged. And the route of the bridge is unchanged.

5. For the Southport Connector around Lake Russell, is there a footprint of a roadway? Charles Lee, Audubon Society

There will be a PD&E study for the Southport Connector Expressway to deal with those issues.

6. OOCEA has been successful in avoiding environmental impacts; they have an environmental committee established. OCX should employ a similar tool. Charles Lee, Audubon Society

OCX will take that into consideration.

7. Is there a priority list for the four corridors? Renzo Nastasi, Orange County

There is not a priority list for the four corridors. Osceola Parkway PD&E has been funded and will be completed in 2 years. The next PD&E performed will likely be the Southport Connector PD&E.

8. There is more traffic pressure in north/south than east/west. The potential Northeast Connector Expressway connection to 528 goes through Orange County's multimodal district. This will be inconsistent with Orange County's Plans. Renzo Nastasi, Orange County

The demand for both N/S and E/W traffic within this growth area will need

to be addressed through a continuing coordination process.

9. Is there a design for the Osceola Parkway Extension? Rob Brancheau, GOAA

The Osceola Parkway Extension will be a limited access, six lane roadway with transit incorporated.

10. There needs to be coordination of the agencies in term of established smoke corridors. Bob Mindick, Osceola County

OCX will continue to coordinate with the appropriate parties throughout the process.

11. What is the study adoption timeline? FJ Flynn, City of Orlando

The plan will be completed in April and the OCX Board public hearings will be schedule for May/June 2012.

12. For the Poinciana Parkway connection to I-4, have you started working with FDOT? Susan Sadighi, FDOT

OCX has not started coordinating with FDOT on that connection yet. We are waiting until later in the process, there are still a number of factors being worked out.

13. What will be the impact of the Osceola Parkway Extension be on the Buenaventura Lakes residents? Marvin Cortner, Around Osceola

A PD&E study has been commissioned that will identify the route and the impacts. This should be completed in two year.

## 2. Master Plan Public Workshop Meeting Summary

Board Members Present:

- Atlee Mercer, Chairman
- William Folsom, Vice-Chairman
- Bob Healy, Secretary
- Noranne Downs, FDOT District 5

A public workshop of the Osceola County Expressway Authority was held on March 26, 2012. The meeting was from 6pm to 8pm at the Osceola Heritage Park Extension Services building.

The public workshop was set up as an open house. There were maps around the room with the corridors for the four expressways as well as boards with descriptions and status of each corridor. Mr. Mercer provided a brief introduction of the Osceola County Expressway Authority (OCX), the Board Members and the Master Plan at 6:30pm. Mr. Mercer stated that these corridors are where OCX thinks the corridors should go after studying all of the existing studies. We are holding this public workshop to

solicit input on where the corridors should go. Mr. Mercer urged the residents to stay involved in the process.

### Exercises

There were two exercises for the attendees to complete. First was to list issues, constraints, advantages, and disadvantages of each expressway corridor. The second was to draw on a map, illustrating either constraints or advantages for each expressway corridor. Listed below are the results of the exercises.

### Poinciana Parkway

- Schedule for widening Cypress Parkway from Marigold to Rhododendron and the constraints from Solivita Grande (future), homes and local residents

### Osceola Parkway Extension

- Define scope of current RFQ and nest RFQ to connect to 417
- Work with Medical City/Lake Nona property owners now to plan corridor.

Use Haul Road alignment in Orange County

- Map: Participants wrote to move the corridor north into Orange County.

### Southport Connector Expressway

- Projected date to start?
- Intersection of Southport and Canoe Creek needs to be as far south as possible!

### Northeast Connector Expressway

- Keep grove parcels whole, do not split
- Move east from Bay Lake Ranch, more rural
- The Harmony Development objects to the corridor going through their property, it is inconsistent with the Harmony vision.

### Question & Answer Period

The audience had a number of questions. A summary of questions and answers are below.

1. Poinciana Parkway may support the remaining projects that will be completing the loop. By the time you get to build the full loop it may be too expensive to build.

This master plan study will help us know where the corridors will be, but the process will take more time. This must go through a process where everyone is listened to and the problems are dealt with.

2. Is Southport Connector going under Lake Toho?

No, the Southport Connector will not be tunneling under Lake Toho, the corridor goes south of Lake Toho.

3. What is the time frame for all of these projects?

The approximate timeframes are as follows. The Poinciana Parkway will begin start next year and finish 2015. The Osceola Parkway PD&E will be completed around 2014; this study will provide the cost, route, and anticipated traffic and the environmental impacts. In 2014 we may have funding to complete a PD&E study for the Southport Connector, which could open by 2025. Northeast Connector will not begin until all the other segments get completed, so it may start in 2027/2028.

4. Will these expressways use taxpayer money?

There is planned to be no taxpayer money paying for this system. It will be based on tolls, with the user paying for the expressway.

5. Will Cypress Parkway become a toll road?

That is unknown at this time.

6. Will the environmental concerns in the Bay Lake Area be taken into account?

Yes, that will be part of the PD&E.

7. Will this system connect to Innovation Way?

Yes.





## EXHIBIT C

# PLAT OF POINCIANA PARKWAY EXPANSION RIGHT-OF-WAY





NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB 960

**POINCIANA PARKWAY-OSCEOLA COUNTY PORTION**  
 A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,  
 TOWNSHIP 26 SOUTH, RANGE 28 EAST AND  
 SECTIONS 3 AND 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST  
 OSCEOLA COUNTY, FLORIDA

SHEET 2 OF 1 PLAT BOOK **22** PAGE

BEING A PARTIAL REPLAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-98  
 AND POINCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
 AND POINCIANA NEIGHBORHOOD 4, VILLAGE 2 PER PLAT BOOK 3, PAGES 120-132  
 AND POINCIANA NEIGHBORHOOD 5 WEST, VILLAGE 2 PER PLAT BOOK 3 PAGES 133-143  
 AND POINCIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134  
 AND POINCIANA NEIGHBORHOOD 3, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-119  
 AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-87

**DEDICATION**  
**POINCIANA PARKWAY-OSCEOLA COUNTY PORTION**

KNOW ALL MEN BY THESE PRESENTS, that the Entity named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes there in expressed and dedicates the (809.633.3861.88-3.961) shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on March 28, 2014

Osceola County, a political subdivision of the State of Florida

By: [Signature] Chairman, Board of County Commissioners  
 attests: [Signature] Clerk/Deputy Clerk of the Board  
 Print Name: Debra L. Wiley Print Name: Robert T. Wiley

Signed and sealed in the presence of:

Witness: [Signature]  
 Print Name: Debra L. Wiley  
 Witness: [Signature]  
 Print Name: Debra L. Wiley

STATE OF FLORIDA COUNTY OF OSCEOLA

THIS IS TO CERTIFY, that on March 28, 2014 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared [Signature] Chairman Robert T. Wiley, Jr.

to me known to be the person(s) described in and who executed the foregoing Dedication and personally acknowledged the execution thereof to be his free act and deed for the purposes therein expressed

☒ Affiant is personally known to me  
☐ Affiant provided the following type of identification: \_\_\_\_\_  
☐ Affiant did take an oath  
☐ Affiant did not take an oath

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

[Signature]  
 NOTARY PUBLIC  
 My Commission expires 04/17/2016

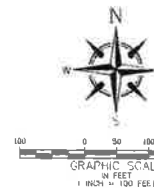
BEARING AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. REFERENCE BEARING = N89°55'08"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA.

**JOHNSTON'S**  
 SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
 Tel: (407) 847-2179 Fax: (407) 847-6140  
 PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

SHEET 3 OF 15 PLAT BOOK 22 PAGE

### LEGEND

[illegible]

### KEY MAP

900 Shady Lane, Kissimmee, Florida 34744-8695

Tel. (407) 847-2179 Fax (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

# POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

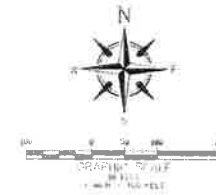
A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,  
TOWNSHIP 26 SOUTH, RANGE 28 EAST AND  
SECTIONS 3 AND 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST  
OSCEOLA COUNTY, FLORIDA

SHEET 4 OF 15

PLAT BOOK 22 PAGE

BEING A PARTIAL REPLAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-98  
AND POINCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
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AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 86-87

NE 1/4 OF  
SEC 17-26-28



NW 1/4 OF  
SEC. 16-26-28

KEY MAP

## LEGEND

ALL REQUIRED LAND SURVEYOR	LAKE	CADASTRAL	CMP CORRUGATED METAL PIPE
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P.B. PLAT BOOK	(1) CONVEYANCE	SECURED	D.C. DEED AND
DEED BOOK	(2) PLAT	UNSECURED	UTILITY EASEMENT
BOOK	(3) DEED	SECURED	SECURED
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SECTION	(10) DEED	SECURED	SECURED
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SECTION	(100) DEED	SECURED	SECURED

SE 1/4 OF  
SEC. 17-26-28

SW 1/4 OF  
SEC. 16-26-28

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PLAT 22 PAGE

BING A PARTIAL REPLAT OF PONDIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-96  
AND PONDIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
AND PONDIANA NEIGHBORHOOD 4, VILLAGE 2 PER PLAT BOOK 3, PAGES 120-132  
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AND PONDIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134  
AND PONDIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-115  
AND PONDIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-87

KEY MAP

SE 1/4 OF  
SEC. 17-21-28

476	WATERGATE LANE, LONDON	LAST	UNIDENT	Q10	CONCRETE IN BRICK
477	WATERGATE LANE, LONDON	U/E	UNIDENT	Q11	CONCRETE IN BRICK
478	WATERGATE LANE, LONDON	U/E	UNIDENT	Q12	CONCRETE IN BRICK
479	WATERGATE LANE, LONDON	U/E	UNIDENT	Q13	CONCRETE IN BRICK
480	WATERGATE LANE, LONDON	U/E	UNIDENT	Q14	CONCRETE IN BRICK
481	WATERGATE LANE, LONDON	U/E	UNIDENT	Q15	CONCRETE IN BRICK
482	WATERGATE LANE, LONDON	U/E	UNIDENT	Q16	CONCRETE IN BRICK
483	WATERGATE LANE, LONDON	U/E	UNIDENT	Q17	CONCRETE IN BRICK
484	WATERGATE LANE, LONDON	U/E	UNIDENT	Q18	CONCRETE IN BRICK
485	WATERGATE LANE, LONDON	U/E	UNIDENT	Q19	CONCRETE IN BRICK
486	WATERGATE LANE, LONDON	U/E	UNIDENT	Q20	CONCRETE IN BRICK
487	WATERGATE LANE, LONDON	U/E	UNIDENT	Q21	CONCRETE IN BRICK
488	WATERGATE LANE, LONDON	U/E	UNIDENT	Q22	CONCRETE IN BRICK
489	WATERGATE LANE, LONDON	U/E	UNIDENT	Q23	CONCRETE IN BRICK
490	WATERGATE LANE, LONDON	U/E	UNIDENT	Q24	CONCRETE IN BRICK
491	WATERGATE LANE, LONDON	U/E	UNIDENT	Q25	CONCRETE IN BRICK
492	WATERGATE LANE, LONDON	U/E	UNIDENT	Q26	CONCRETE IN BRICK
493	WATERGATE LANE, LONDON	U/E	UNIDENT	Q27	CONCRETE IN BRICK
494	WATERGATE LANE, LONDON	U/E	UNIDENT	Q28	CONCRETE IN BRICK
495	WATERGATE LANE, LONDON	U/E	UNIDENT	Q29	CONCRETE IN BRICK
496	WATERGATE LANE, LONDON	U/E	UNIDENT	Q30	CONCRETE IN BRICK
497	WATERGATE LANE, LONDON	U/E	UNIDENT	Q31	CONCRETE IN BRICK
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499	WATERGATE LANE, LONDON	U/E	UNIDENT	Q33	CONCRETE IN BRICK
500	WATERGATE LANE, LONDON	U/E	UNIDENT	Q34	CONCRETE IN BRICK

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SHEET 6 OF 15 | PLAT BOOK 22 PAGE

BEING A PARTIAL REPEAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-98  
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AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-87

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**KEY MAP**  
STANDARD COLOR, 100% MAGNITUDE  
STANDARD COLOR, 100% MAGNITUDE

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT LANDS

BEING A PARTIAL REPEAT OF POMICIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 98-99  
AND POMICIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
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AND POMICIANA NEIGHBORHOOD 3, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-119  
AND POMICIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 68-67

BEING A PARTIAL REPLAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 68-98  
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AND POINCIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134  
AND POINCIANA NEIGHBORHOOD 3, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-119  
AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 68-87



900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140  
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.S. 966

### LEGEND



GET TO WORK

SHEET 8 OF 15 | PLAT BOOK 22 PAGE

**KEY MAP**

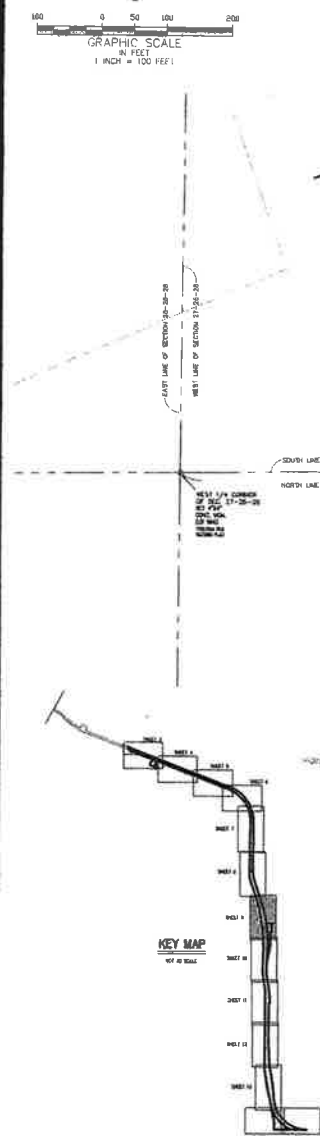
SW 1/4 OF  
SEC. 22-26-28

[illegible]

900 Shady Lane, Kissimmee, Florida 34744-8695

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966





**JOHNSTON'S**  
SURVEYING, INC.

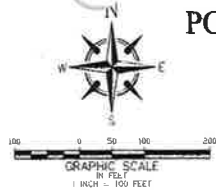
900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140  
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.S. 968

# POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,  
TOWNSHIP 26 SOUTH, RANGE 28 EAST AND  
SECTIONS 3 AND 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST  
OSCEOLA COUNTY, FLORIDA

BEING A PARTIAL REPLAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-98  
AND POINCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
AND POINCIANA NEIGHBORHOOD 4, VILLAGE 2 PER PLAT BOOK 3, PAGES 120-132  
AND POINCIANA NEIGHBORHOOD 5 WEST, VILLAGE 2 PER PLAT BOOK 3, PAGES 135-143  
AND POINCIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134  
AND POINCIANA NEIGHBORHOOD 5, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-119  
AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 89-97

SHEET 10 OF 15 PLAT BOOK 22 PAGE



MATCH LINE 10

POINCIANA NEIGHBORHOOD 2 SOUTH  
VILLAGE 2  
PLAT BOOK 3, PAGES 99-108

POINCIANA NEIGHBORHOOD 2 SOUTH  
VILLAGE 2  
PLAT BOOK 3, PAGES 99-108

POINCIANA NEIGHBORHOOD 2 SOUTH  
VILLAGE 2  
PLAT BOOK 3, PAGES 99-108

MATCH LINE 11

TRACT 10-1

CHESTERFIELD COURT

COURTNEY DRIVE

MARQUEE DRIVE

MARQUEE DRIVE

MATCH LINE 11

POINCIANA NEIGHBORHOOD 2 SOUTH  
VILLAGE 2  
PLAT BOOK 3, PAGES 99-108

SECTION 34  
TOWNSHIP 26 SOUTH  
RANGE 28 EAST

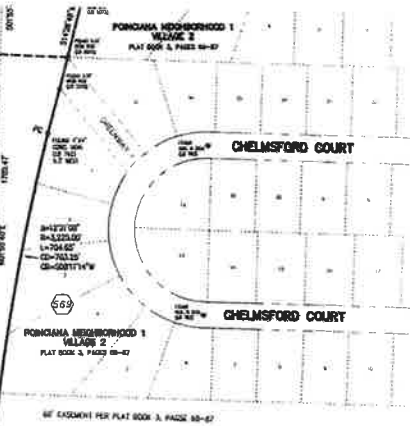
BRISTOL ROAD

MATCH LINE 12

RHODODENDRON AVENUE

RHODODENDRON AVENUE

RHODODENDRON AVENUE



## LEGEND

THIS DRAWING WAS PREPARED BY	DATE	REVISION	BY
1. PLAT BOOK	1. PLAT BOOK	1. PLAT BOOK	1. PLAT BOOK
2. REEL BOOK	2. REEL BOOK	2. REEL BOOK	2. REEL BOOK
3. BOOK	3. BOOK	3. BOOK	3. BOOK
4. PAGE	4. PAGE	4. PAGE	4. PAGE
5. SECTION	5. SECTION	5. SECTION	5. SECTION
6. TOWNSHIP	6. TOWNSHIP	6. TOWNSHIP	6. TOWNSHIP
7. RANGE	7. RANGE	7. RANGE	7. RANGE
8. COUNTY	8. COUNTY	8. COUNTY	8. COUNTY
9. STATE	9. STATE	9. STATE	9. STATE
10. COUNTRY	10. COUNTRY	10. COUNTRY	10. COUNTRY
11. CITY	11. CITY	11. CITY	11. CITY
12. ZIP CODE	12. ZIP CODE	12. ZIP CODE	12. ZIP CODE
13. ELEVATION	13. ELEVATION	13. ELEVATION	13. ELEVATION
14. SURFACE ELEVATION	14. SURFACE ELEVATION	14. SURFACE ELEVATION	14. SURFACE ELEVATION
15. FINISH ELEVATION	15. FINISH ELEVATION	15. FINISH ELEVATION	15. FINISH ELEVATION
16. FINISH ELEVATION	16. FINISH ELEVATION	16. FINISH ELEVATION	16. FINISH ELEVATION
17. FINISH ELEVATION	17. FINISH ELEVATION	17. FINISH ELEVATION	17. FINISH ELEVATION
18. FINISH ELEVATION	18. FINISH ELEVATION	18. FINISH ELEVATION	18. FINISH ELEVATION
19. FINISH ELEVATION	19. FINISH ELEVATION	19. FINISH ELEVATION	19. FINISH ELEVATION
20. FINISH ELEVATION	20. FINISH ELEVATION	20. FINISH ELEVATION	20. FINISH ELEVATION

JOHNSTON'S  
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140  
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 366



# POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,

TOWNSHIP 26 SOUTH, RANGE 28 EAST AND

SECTIONS 3 AND 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST

OSCEOLA COUNTY, FLORIDA

SHEET 11 OF 15

PLAT BOOK 22 PAGE

BEING A PARTIAL REPLAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-98  
AND POINCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
AND POINCIANA NEIGHBORHOOD 4, VILLAGE 2 PER PLAT BOOK 3, PAGES 120-132  
AND POINCIANA NEIGHBORHOOD 5 WEST, VILLAGE 2 PER PLAT BOOK 3, PAGES 135-143  
AND POINCIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134  
AND POINCIANA NEIGHBORHOOD 3, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-119  
AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-87



MATCH LINE 12

MATCH LINE 13

KEY MAP

SEE SHEET 12

## LEGEND

DATA PROVIDED LINE SURVEYOR	DATE	EASEMENT	COMP	CONVULSION
BY RESURVEYING INFORMATION	U.C.	UTILITY EASEMENT	D.B.B.	OFFICIAL
P.L. PLAT BOOK	(C) CALCULATED	(C) COVERED	(C) COVERED	(C) COVERED
D.B. DEED BOOK	(D) DEED	(D) DEED	(D) DEED	(D) DEED
BOOK	(E) EASEMENT	(E) EASEMENT	(E) EASEMENT	(E) EASEMENT
SECTION	(F) FENCED	(F) FENCED	(F) FENCED	(F) FENCED
TRAIL	(G) GROUND	(G) GROUND	(G) GROUND	(G) GROUND
TRAIL	(H) HATCHED	(H) HATCHED	(H) HATCHED	(H) HATCHED
TRAIL	(I) INTERIOR	(I) INTERIOR	(I) INTERIOR	(I) INTERIOR
TRAIL	(J) JUNCTION	(J) JUNCTION	(J) JUNCTION	(J) JUNCTION
TRAIL	(K) KNOT	(K) KNOT	(K) KNOT	(K) KNOT
TRAIL	(L) LANTERN	(L) LANTERN	(L) LANTERN	(L) LANTERN
TRAIL	(M) MOUNTAIN	(M) MOUNTAIN	(M) MOUNTAIN	(M) MOUNTAIN
TRAIL	(N) NAIL	(N) NAIL	(N) NAIL	(N) NAIL
TRAIL	(O) OIL	(O) OIL	(O) OIL	(O) OIL
TRAIL	(P) PILE	(P) PILE	(P) PILE	(P) PILE
TRAIL	(Q) QUARTER	(Q) QUARTER	(Q) QUARTER	(Q) QUARTER
TRAIL	(R) RAIL	(R) RAIL	(R) RAIL	(R) RAIL
TRAIL	(S) SINK	(S) SINK	(S) SINK	(S) SINK
TRAIL	(T) TAIL	(T) TAIL	(T) TAIL	(T) TAIL
TRAIL	(U) UPRIGHT	(U) UPRIGHT	(U) UPRIGHT	(U) UPRIGHT
TRAIL	(V) VERTICAL	(V) VERTICAL	(V) VERTICAL	(V) VERTICAL
TRAIL	(W) WIND	(W) WIND	(W) WIND	(W) WIND
TRAIL	(X) X-SECTION	(X) X-SECTION	(X) X-SECTION	(X) X-SECTION
TRAIL	(Y) Y-SECTION	(Y) Y-SECTION	(Y) Y-SECTION	(Y) Y-SECTION
TRAIL	(Z) Z-SECTION	(Z) Z-SECTION	(Z) Z-SECTION	(Z) Z-SECTION

JOHNSTON'S  
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB 986

# POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,

TOWNSHIP 26 SOUTH, RANGE 28 EAST AND

SECTIONS 3 AND 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST

OSCEOLA COUNTY, FLORIDA

SHEET 12 OF 15

LAT  
BOOK

22

PAGE

BEING A PARTIAL REPLAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-98  
AND POINCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
AND POINCIANA NEIGHBORHOOD 4, VILLAGE 2 PER PLAT BOOK 3, PAGES 120-132  
AND POINCIANA NEIGHBORHOOD 5 WEST, VILLAGE 2 PER PLAT BOOK 3, PAGES 135-143  
AND POINCIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134  
AND POINCIANA NEIGHBORHOOD 3, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-119  
AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-87



GRAPHIC SCALE  
1" = 100'

MATCH LINE 14

## LEGEND

1. PLAT BOOK 2. PLAT 3. SECTION 4. TOWNSHIP 5. RANGE 6. DISTANCE 7. BEARING 8. CURVE DATA 9. POINT OF BEGINNING 10. POINT OF ENDING 11. POINT OF TANGENCY 12. POINT OF CURVATURE 13. POINT OF SIGHT 14. POINT OF VIEW 15. POINT OF INTERSECTION 16. POINT OF CONJUNCTION 17. POINT OF DIVERGENCE 18. POINT OF CONVERGENCE 19. POINT OF REFERENCE 20. POINT OF ADJUDICATION 21. POINT OF RECORD 22. POINT OF SURVEY 23. POINT OF RECORD 24. POINT OF SURVEY 25. POINT OF RECORD 26. POINT OF SURVEY 27. POINT OF RECORD 28. POINT OF SURVEY 29. POINT OF RECORD 30. POINT OF SURVEY	31. CURVE DATA 32. BEARING 33. DISTANCE 34. CURVE DATA 35. BEARING 36. DISTANCE 37. CURVE DATA 38. BEARING 39. DISTANCE 40. CURVE DATA 41. BEARING 42. DISTANCE 43. CURVE DATA 44. BEARING 45. DISTANCE 46. CURVE DATA 47. BEARING 48. DISTANCE 49. CURVE DATA 50. BEARING 51. DISTANCE 52. CURVE DATA 53. BEARING 54. DISTANCE 55. CURVE DATA 56. BEARING 57. DISTANCE 58. CURVE DATA 59. BEARING 60. DISTANCE	61. CURVE DATA 62. BEARING 63. DISTANCE 64. CURVE DATA 65. BEARING 66. DISTANCE 67. CURVE DATA 68. BEARING 69. DISTANCE 70. CURVE DATA 71. BEARING 72. DISTANCE 73. CURVE DATA 74. BEARING 75. DISTANCE 76. CURVE DATA 77. BEARING 78. DISTANCE 79. CURVE DATA 80. BEARING 81. DISTANCE 82. CURVE DATA 83. BEARING 84. DISTANCE 85. CURVE DATA 86. BEARING 87. DISTANCE 88. CURVE DATA 89. BEARING 90. DISTANCE
---	--	--

MATCH LINE 15

SECTION 3  
TOWNSHIP 27 SOUTH  
RANGE 28 EAST

SECTION 3  
TOWNSHIP 27 SOUTH  
RANGE 28 EAST

SECTION 10  
TOWNSHIP 27 SOUTH  
RANGE 28 EAST

**JOHNSTON'S**  
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8895  
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MATCH LINE 15

MATCH LINE 16

## OSCEOLA COUNTY, FLORIDA

LAT BOOK 22 PAGE



NEW CASTLE AVENUE

MATCH LINE 1

ASHBURTON WAY

ALDERSHOT COURT

AMESBURY COURT

RECORDS COURT

KOA STREET

MATCH LINE 17

拒

1

CD-43

1

10

SECTION 10  
TOWNSHIP 27 SOUTH  
RANGE 28 EAST

### LEGEND

[illegible]
$$|f'(x)| \leq \frac{1}{\sqrt{1-x^2}} \quad \text{for } x \in (-1, 1)$$

**JOHNSTON'S**  
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel: (407) 847-2179 Fax: (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

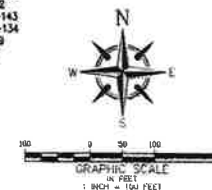
WATER TREATMENT PLANT SITE  
PROPERTY PER C.B. 1462 PAGE 203  
PORTION OF TRACT A  
POMCANKA NEIGHBORHOOD & EAST  
VILLAGE 2  
PLAT 6006 & RANGES 133 & 134

### KEY MAP

PONCIANA NEIGHBORHOOD & EAST  
 VILLAGE 2  
 PLAT BOOK 3, PAGES 113 & 114

MATCH LINE 18.

BEING A PARTIAL REPLAT OF PONCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-89  
AND PONCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
AND PONCIANA NEIGHBORHOOD 4, VILLAGE 2 PER PLAT BOOK 3, PAGES 120-122  
AND PONCIANA NEIGHBORHOOD 5 WEST, VILLAGE 2 PER PLAT BOOK 3, PAGES 135-143  
AND PONCIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134  
AND PONCIANA NEIGHBORHOOD 3, VILLAGE 2 PER PLAT BOOK 1, PAGES 109-119  
AND PONCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-67



### KEY MESSAGE

[illegible]

**JOHNSTON'S**  
SURVEYING INC.  
900 Shady Lane, Kissimmee, Florida 34744-8140  
Tel: (407) 847-2179 Fax: (407) 847-6141  
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION

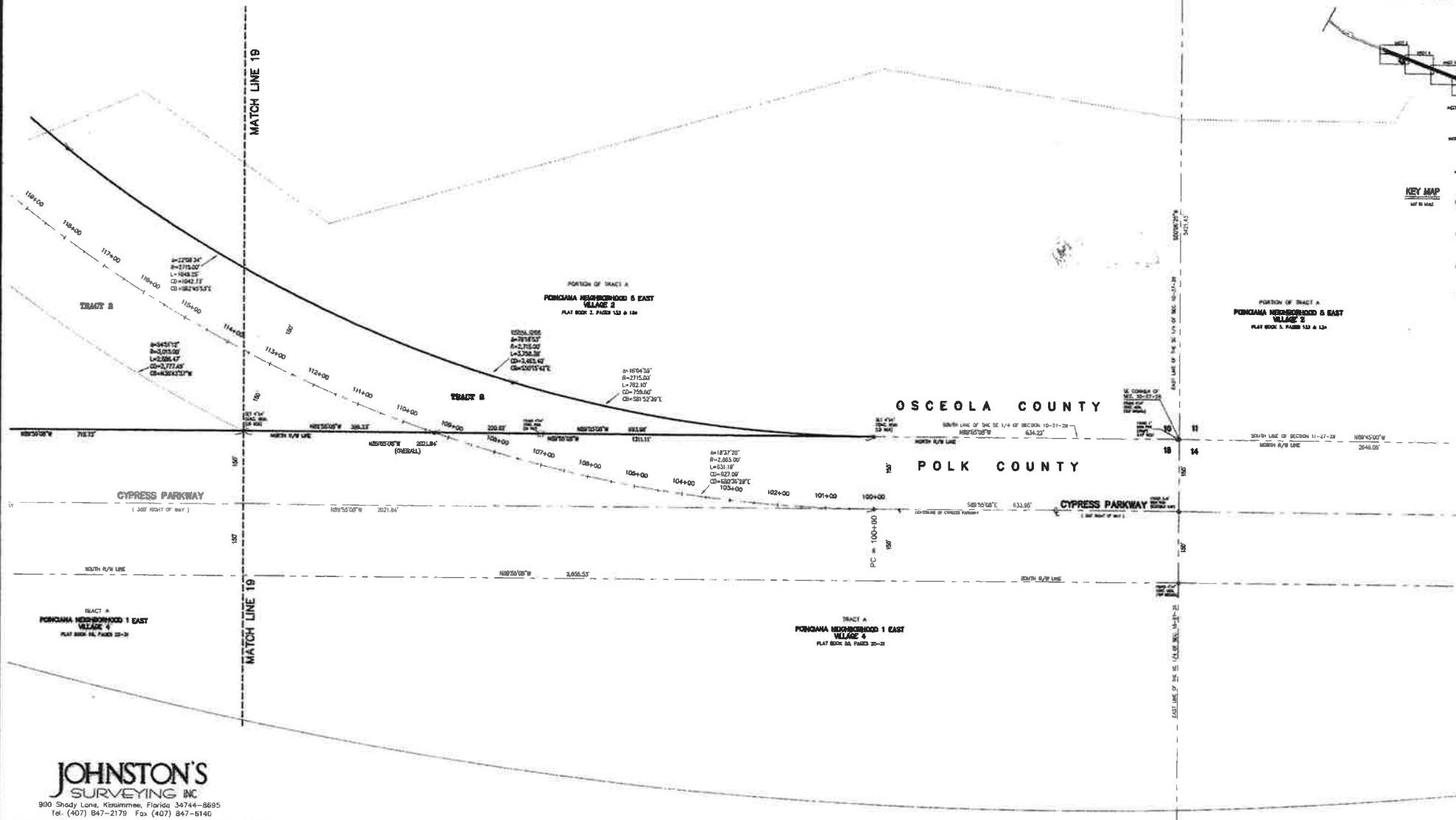
[illegible]

BEING A PARTIAL REPLAT OF PONGIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-96  
AND PONGIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108  
AND PONGIANA NEIGHBORHOOD 4, VILLAGE 2 PER PLAT BOOK 3, PAGES 120-132  
AND PONGIANA NEIGHBORHOOD 5 WEST, VILLAGE 2 PER PLAT BOOK 3, PAGES 135-143  
AND PONGIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134  
AND PONGIANA NEIGHBORHOOD 3, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-119  
AND PONGIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 89-87

PLAT 22 PAGE



GRAPHIC SCALE  
IN FEET  
1 INCH = 100 FEET



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SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel: (407) 847-2179 Fax (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB 965





INSTR # 2014007413  
BK 154 Pgs 43-48 PG(s) 6  
RECORDED 01/14/2014 02:41:15 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$105.00  
RECORDED BY vickeppe

**Plat Name: POINCIANA PARKWAY**

<b>Sections</b>	<b>12</b>
<b>Township</b>	<b>26 South</b>
<b>Range</b>	<b>27 East</b>

STATE OF FLORIDA  
COUNTY OF POLK

FILED FOR RECORD this 14th day of January 2014

Recorded in Plat Book: **154**  
Page(s)----- **43-48**

**Record verified: 1/14/14**

Stacy M. Butterfield  
Clerk of Circuit Court

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

*Erin Valle*

Erin Valle  
Deputy Clerk



*Micro graphics*



# POINCIANA PARKWAY - POLK COUNTY PORTION

A SUBDIVISION LYING IN SECTION 12 TOWNSHIP 28 SOUTH, RANGE 27 EAST AND SECTIONS 7, 17 AND 18 TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA  
BEING A REPLAY OF A PORTION OF BOY A. WALLER'S SUBDIVISION AT LARGESIDE, FLA. PER PLAT BOOK 32, PAGE 50

SHEET 1 OF 6

PLAT BOOK  
SHEET 154

PAGE  
OF 48

NOTED: THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM IS THE OFFICIAL RECORD OF THE SUBDIVISION LINDER DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN ANY MANNER BY ANY OTHER RECORDING OR OTHER FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

APPROVAL: COUNTY ENGINEER  
STATE OF FLORIDA  
COUNTY OF POLK

This plat is hereby approved by the Polk County Engineer  
this 15th day of November, A.D. 2013

*[Signature]*  
Alan Rapp, County Engineer  
in and for Polk County, Florida

COUNTY COMMISSIONERS CONDITIONAL APPROVAL:  
STATE OF FLORIDA  
COUNTY OF POLK

This plat is conditionally approved this 5th day of November, A.D. 2013, in open meeting of the Board of County Commissioners of Polk County, Florida. The plat will not receive final approval, nor can it be recorded until all conditions have been satisfied.

BOARD OF COUNTY COMMISSIONERS  
ATTEST: Stacy M. Outenfield  
in and for Polk County, Florida  
Chairman, Board of County Commissioners

COUNTY COMMISSIONERS APPROVAL:  
STATE OF FLORIDA  
COUNTY OF POLK

This plat has received final approval this 5th day of November, A.D. 2013, by the Chairperson of the Board of County Commissioners of Polk County, Florida in accordance with the procedures adopted by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS  
ATTEST: Stacy M. Outenfield  
in and for Polk County, Florida  
Chairman, Board of County Commissioners

APPROVAL: LAND DEVELOPMENT DIVISION  
STATE OF FLORIDA  
COUNTY OF POLK

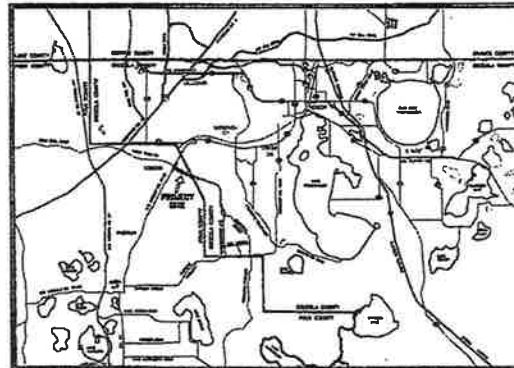
This plat is hereby approved by the Polk County Land Development Division  
this 13th day of November, A.D. 2013

*[Signature]*  
Director  
in and for Polk County, Florida

PREPARED BY:  
**JOHNSTON'S**  
SURVEYING INC.  
100 Study Lane, Lakeland, Florida 34144-8855  
Tel. (889) 847-2275 Fax (889) 847-8165  
PERFORMING SURVEYING SERVICES OF ANY NATURE IN FLA.  
SINCE 1952  
SINCE 1952

COUNTY COMMISSIONER  
(SEAL)

CLERK OF CIRCUIT COURT  
(SEAL)



VICINITY MAP  
NOT TO SCALE

CLERK OF CIRCUIT COURT  
STATE OF FLORIDA  
COUNTY OF POLK

I, Stacy M. Outenfield, Clerk of Circuit Court of Polk County, Florida, do hereby certify that this plat has been accepted for recording  
this 15th day of November, A.D. 2013

*[Signature]*  
Stacy M. Outenfield  
Clerk of the Circuit Court  
in and for Polk County, Florida

APPROVAL: COUNTY SURVEYOR  
STATE OF FLORIDA  
COUNTY OF POLK

This Plat has been released and found to be substantially in compliance with the provisions of Chapter 177, Florida Statutes, relating to the making of maps and plats.

*[Signature]*  
James L. Thomas, P.S.M.  
State of Florida Registration No. 3887

SURVEYOR'S CERTIFICATE  
STATE OF FLORIDA  
COUNTY OF OSCEOLA

I hereby certify that this plat is a true and correct representation of the person described land which was recently surveyed and plotted under my direction and supervision, and that permanent reference monuments have been set and permanent control points will be set in accordance with Chapter 177, Florida Statutes. Survey data complies with all the requirements of Chapter 177, Florida Statutes.

*[Signature]*  
W. Turner Balle, IV, P.S.M.  
State of Florida Registration No. 3887



DEDICATION  
STATE OF FLORIDA  
COUNTY OF OSCEOLA

KNOW ALL MEN BY THESE PRESENTS that, Anchor Properties, Inc., a Florida corporation, owner of a portion of the land shown herein, has caused this plat of POINCIANA PARKWAY - POLK COUNTY PORTION to be made and hereby dedicates said plat for recording.

It is intended that the tracts depicted on this plat be conveyed in fee to the appropriate parties by separate instrument after the recording of this plat. There is no public dedication intended by this plat.

Anchor Properties Inc., A Florida Corporation  
c/o/e AV Homes, Inc.

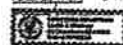
By: *[Signature]*  
Anchor (only) Vice President

Signed and sealed in the presence of:  
*[Signature]*  
Leticia A. Trinchesi, Notary Public  
Leticia A. Trinchesi, Notary Public

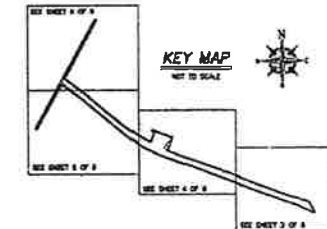
ACKNOWLEDGMENT  
STATE OF FLORIDA  
COUNTY OF OSCEOLA

I hereby certify that on this day before me personally appeared  
Anchor (only) Vice President  
and he acknowledged the same before me this 2nd day of  
December, A.D. 2013.

Personally Known or Produced Identification Type of Identification



My Commission Expires *[Signature]*  
NOTARY PUBLIC Leticia A. Trinchesi



DEDICATION  
STATE OF FLORIDA  
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS that, Polk County, a political subdivision of the State of Florida, owner of a portion of the land shown herein, has caused this plat of POINCIANA PARKWAY - POLK COUNTY PORTION to be made and hereby dedicates said plat for recording.

It is intended that the tracts depicted on this plat be conveyed in fee to the appropriate parties by separate instrument after the recording of this plat. There is no public dedication intended by this plat.

POLK COUNTY, a political subdivision of the State of Florida

Attest: Stacy M. Outenfield, Clerk  
By: *[Signature]*  
County Clerk  
Chairman, Board of County Commissioners

DEDICATION  
STATE OF FLORIDA  
COUNTY OF OSCEOLA

KNOW ALL MEN BY THESE PRESENTS that, Osceola County, a political subdivision of the State of Florida, owner of a portion of the land shown herein, has caused this plat of POINCIANA PARKWAY - POLK COUNTY PORTION to be made and hereby dedicates said plat for recording.

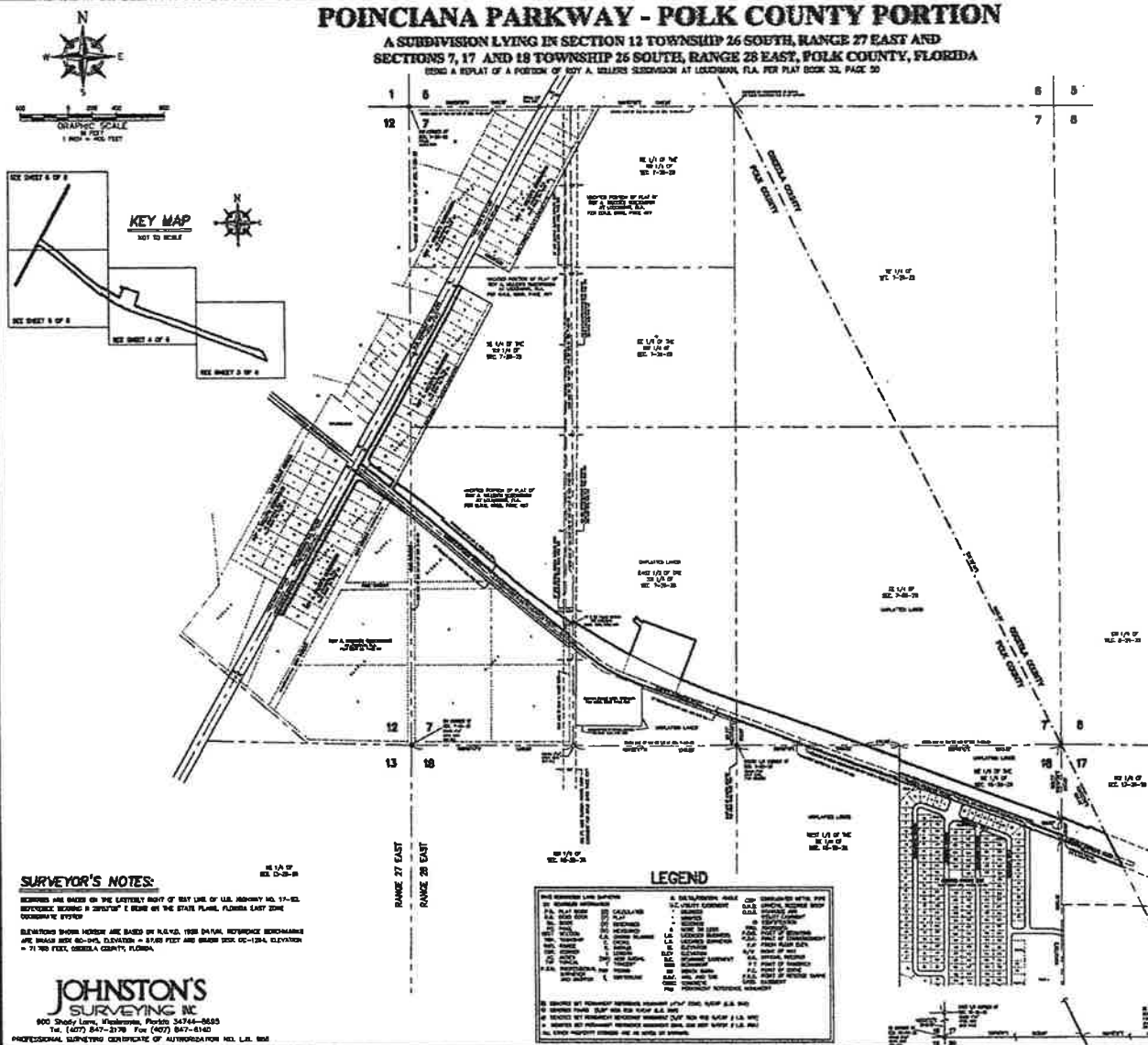
It is intended that the tracts depicted on this plat be conveyed in fee to the appropriate parties by separate instrument after the recording of this plat. There is no public dedication intended by this plat.

Osceola County, a political subdivision of the State of Florida

*[Signature]*  
Chairman, Board of County Commissioners  
Attest: *[Signature]*  
Notary Public

SHEET 2 OF 8 PLAT BOOK PAGE 44

**A SUBDIVISION LYING IN SECTION 12 TOWNSHIP 26 SOUTH, RANGE 27 EAST AND SECTIONS 7, 17 AND 18 TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA**  
(BEING A REPLAT OF A PORTION OF ROY A. WILLIAMS SUBDIVISION AT LOUCHAMIN, FLA. PER PLAT BOOK 32, PAGE 20)



**LEGAL DESCRIPTION:**

**HONOLULU POLYMER / POLY COUNTY EDITION - PART ONE**

[illegible]

Containing 25,000 active units of Zinc.

MEMORANDUM FOR THE RECORD, POLK COUNTY BOARD OF SUPERVISORS - PAGE TWO

A piece of land lying in Section 12, Township 25 South, Range 23 East, Polk County, Florida are being a portion of Lots 1 through 12 of Block "A" and a portion of Block "C," and situated Bay Coast, as appearing in City A.Miller's Subdivision as Registered in Public Book 23, Page 32 of the Public Records of Polk County, Florida and being more particularly described as follows:

[illegible]

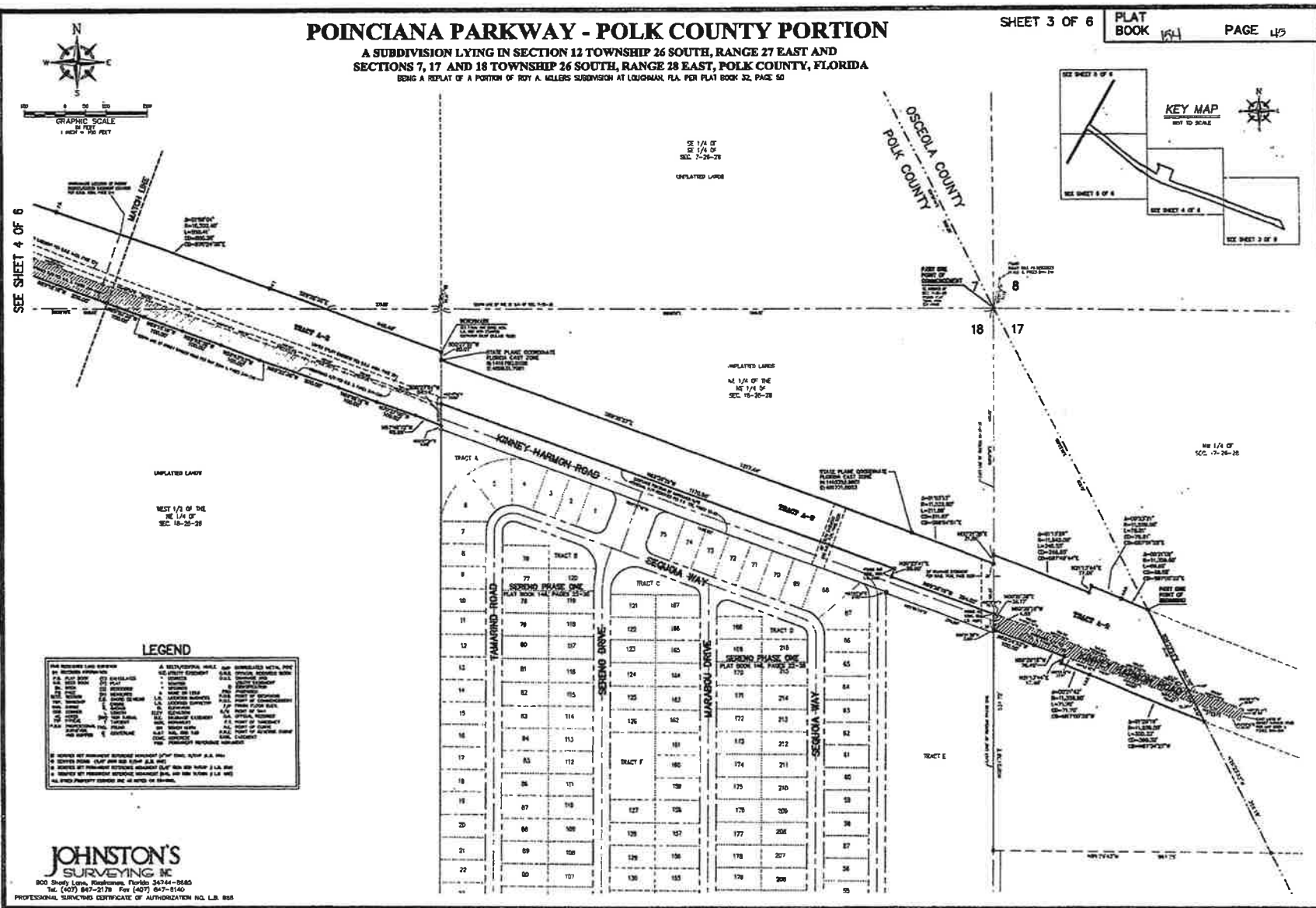
Containing 1.50% zinc, iron or less.

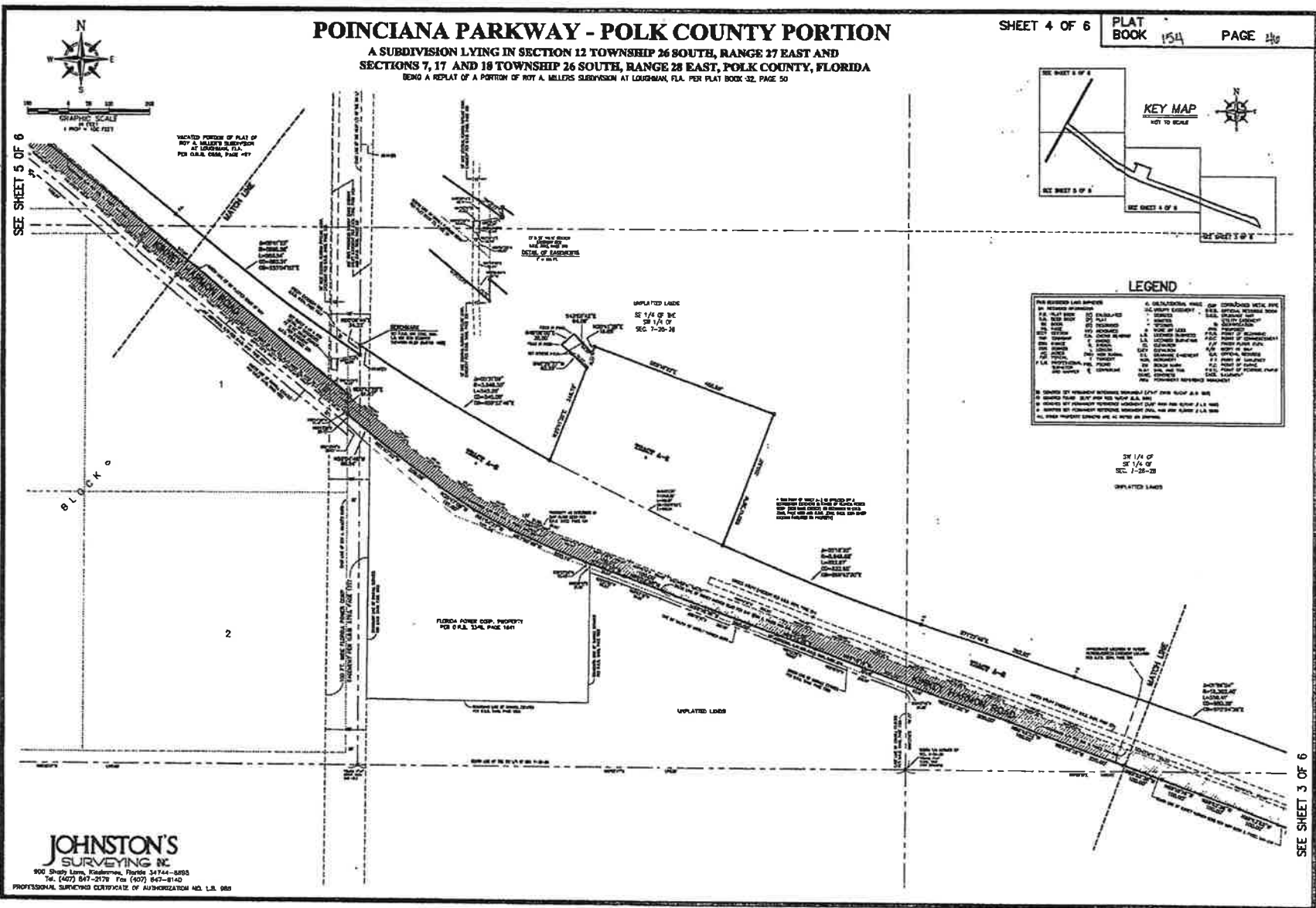
**WOMEN'S STUDENT - HOLY CROSS HIGH SCHOOL - PAINT TOWN**

*Journal of Great Lakes Research*, Vol. 32, December 2006, Pages 287 and 289; 7, December 2006, Pages 286 and 287; 12, December 2006, Pages 285 and 286; 17, December 2006, Pages 284 and 285; 22, December 2006, Pages 283 and 284; 27, December 2006, Pages 282 and 283; 31, December 2006, Pages 281 and 282; 3, January 2007, Pages 280 and 281; 8, January 2007, Pages 279 and 280; 13, January 2007, Pages 278 and 279; 18, January 2007, Pages 277 and 278; 23, January 2007, Pages 276 and 277; 28, January 2007, Pages 275 and 276; 3, February 2007, Pages 274 and 275; 8, February 2007, Pages 273 and 274; 13, February 2007, Pages 272 and 273; 18, February 2007, Pages 271 and 272; 23, February 2007, Pages 270 and 271; 28, February 2007, Pages 269 and 270; 5, March 2007, Pages 268 and 269; 10, March 2007, Pages 267 and 268; 15, March 2007, Pages 266 and 267; 20, March 2007, Pages 265 and 266; 25, March 2007, Pages 264 and 265; 30, March 2007, Pages 263 and 264; 5, April 2007, Pages 262 and 263; 10, April 2007, Pages 261 and 262; 15, April 2007, Pages 260 and 261; 20, April 2007, Pages 259 and 260; 25, April 2007, Pages 258 and 259; 30, April 2007, Pages 257 and 258; 5, May 2007, Pages 256 and 257; 10, May 2007, Pages 255 and 256; 15, May 2007, Pages 254 and 255; 20, May 2007, Pages 253 and 254; 25, May 2007, Pages 252 and 253; 30, May 2007, Pages 251 and 252; 5, June 2007, Pages 250 and 251; 10, June 2007, Pages 249 and 250; 15, June 2007, Pages 248 and 249; 20, June 2007, Pages 247 and 248; 25, June 2007, Pages 246 and 247; 30, June 2007, Pages 245 and 246; 5, July 2007, Pages 244 and 245; 10, July 2007, Pages 243 and 244; 15, July 2007, Pages 242 and 243; 20, July 2007, Pages 241 and 242; 25, July 2007, Pages 240 and 241; 30, July 2007, Pages 239 and 240; 5, August 2007, Pages 238 and 239; 10, August 2007, Pages 237 and 238; 15, August 2007, Pages 236 and 237; 20, August 2007, Pages 235 and 236; 25, August 2007, Pages 234 and 235; 30, August 2007, Pages 233 and 234; 5, September 2007, Pages 232 and 233; 10, September 2007, Pages 231 and 232; 15, September 2007, Pages 230 and 231; 20, September 2007, Pages 229 and 230; 25, September 2007, Pages 228 and 229; 30, September 2007, Pages 227 and 228; 5, October 2007, Pages 226 and 227; 10, October 2007, Pages 225 and 226; 15, October 2007, Pages 224 and 225; 20, October 2007, Pages 223 and 224; 25, October 2007, Pages 222 and 223; 30, October 2007, Pages 221 and 222; 5, November 2007, Pages 220 and 221; 10, November 2007, Pages 219 and 220; 15, November 2007, Pages 218 and 219; 20, November 2007, Pages 217 and 218; 25, November 2007, Pages 216 and 217; 30, November 2007, Pages 215 and 216; 5, December 2007, Pages 214 and 215; 10, December 2007, Pages 213 and 214; 15, December 2007, Pages 212 and 213; 20, December 2007, Pages 211 and 212; 25, December 2007, Pages 210 and 211; 30, December 2007, Pages 209 and 210; 5, January 2008, Pages 208 and 209; 10, January 2008, Pages 207 and 208; 15, January 2008, Pages 206 and 207; 20, January 2008, Pages 205 and 206; 25, January 2008, Pages 204 and 205; 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30, March 2009, Pages 119 and 120; 5, April 2009, Pages 118 and 119; 10, April 2009, Pages 117 and 118; 15, April 2009, Pages 116 and 117; 20, April 2009, Pages 115 and 116; 25, April 2009, Pages 114 and 115; 30, April 2009, Pages 113 and 114; 5, May 2009, Pages 112 and 113; 10, May 2009, Pages 111 and 112; 15, May 2009, Pages 110 and 111; 20, May 2009, Pages 109 and 110; 25, May 2009, Pages 108 and 109; 30, May 2009, Pages 107 and 108; 5, June 2009, Pages 106 and 107; 10, June 2009, Pages 105 and 106; 15, June 2009, Pages 104 and 105; 20, June 2009, Pages 103 and 104; 25, June 2009, Pages 102 and 103; 30, June 2009, Pages 101 and 102;

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SEE SHEETS 3 THROUGH 6  
FOR PLAT DETAILS









## EXHIBIT D

# SERVICE AGREEMENT BETWEEN CFX AND OCX

**INTERLOCAL AGREEMENT  
BETWEEN  
OSCEOLA COUNTY EXPRESSWAY AUTHORITY AND  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
FOR CUSTOMER SERVICE AND SUPPORT**

This Interlocal Agreement (the "Agreement") made and executed between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, having an address at 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and OSCEOLA COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, having an address at 1 Courthouse Square, Kissimmee, Florida 34741-5440 ("OCX").

**WITNESSETH:**

WHEREAS, CFX was created and established under Part III, Chapter 348 of the Florida Statutes and is charged with acquiring, constructing, improving, maintaining and operating a system of limited access roadways known as the Central Florida Expressway System, including the Holland East-West Expressway (SR 408), the Beachline Expressway (SR 528), the Central Florida GreeneWay (SR 417), the Daniel Webster Western Beltway (SR 429), the John Land Apopka Expressway (SR 414), SR 451, and associated toll plazas, toll booths and facilities, and entrance and exit ramps; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare" of CFX; and

WHEREAS, pursuant to Section 348.753(1)(a), Florida Statutes, CFX serves the geographical boundaries of Orange, Seminole, Lake, and Osceola Counties; and

WHEREAS, OCX was created and established under Part V, Chapter 348 of the Florida Statutes and, pursuant to Sections 348.9953 and 348.0002(9), Florida Statutes, OCX's jurisdiction covers Osceola County; and

WHEREAS, CFX and OCX have determined that it is necessary and convenient in the conduct of business for CFX to collect electronic toll transactions generated on the proposed OCX Expressway System.

NOW, THEREFORE, for and consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



## **ARTICLE I. DEFINITIONS.**

(a) "AVI Transponder" or "Transponder" is a radio frequency device attached to a motor vehicle for identification purposes. It transmits the transponder number to the reader in the lane through an antenna.

(b) "CFX" means the Central Florida Expressway Authority, a body politic and corporate and an agency of the state created pursuant to Part III of Chapter 348, Florida Statutes.

(c) "CFX Expressway System" has the meaning assigned to it in the first WHEREAS clause.

(d) "Effective Date" of this Agreement shall be the last date of full and complete execution by each party.

(e) "Electronic Toll Revenue" or "ETR" means any funds collected via transponder transactions or image-based transactions. It does not include cash transactions.

(f) "ETTM" means CFX's Electronic Toll and Traffic Management system consisting of computerized data collection and processing with computer hardware and software to collect, process, report and archive traffic, toll revenue, E-PASS Service Center data and system maintenance activity.

(g) "Host Computer" is the computer system used for the toll collection system responsible for monitoring and processing all CFX toll transactions as modified and upgraded over time.

(h) "OCX" means Osceola County Expressway Authority, a body politic and corporate and an agency of the state created pursuant to Part V of Chapter 348, Florida Statutes.

(i) "OCX Expressway" means the proposed Poinciana Parkway Project and any future expansion of the OCX Expressway System.

## **ARTICLE II. OWNERSHIP OF ELECTRONIC TOLL REVENUE**

All Electronic Toll Revenue (or "ETR") generated on an OCX Expressway shall belong to the OCX and be transferred by CFX to the OCX as set forth in this Agreement.

All Electronic Toll Revenue generated on the CFX Expressway System shall belong to CFX.

### ARTICLE III. SCOPE OF SERVICES.

In its management of the processing of accounts and transponders on an OCX Expressway, CFX shall perform the following services:

#### Section 3.01 Customer Support

(a) CFX will provide customer service and support for the OCX Expressway, including services and support at the E-PASS Service Centers, the E-PASS Call Center, the E-PASS website, and the E-PASS Phone Interactive Voice Response ("IVR").

(b) OCX will be interoperable with all other Interoperable Florida Toll Agencies.

(c) CFX will provide for violation processing and invoicing.

#### Section 3.02 Financial Support

(a) CFX will collect all ETR on the OCX Expressway.

(b) CFX will provide for the reconciliation and accounting of financial data for the ETR on the OCX Expressway to OCX.

#### Section 3.03 Exclusions. CFX will not provide the following:

(a) CFX will not provide the initial infrastructure, hardware, and software for the OCX Expressway.

(b) CFX will not pay for credit card fees associated with transactions on an OCX Expressway.

(c) CFX will not provide for any cash collections or operations at the toll plazas on the OCX Expressway.

(d) CFX will not provide for any toll plaza lane or equipment maintenance.

(e) CFX will not provide any hardware or software upgrades to the lane or plaza equipment.

(f) CFX will not perform operation, management, maintenance and repair of the OCX's right of way and the toll plazas, booths, ramps and facilities involved therewith.

(g) The above list of exclusions is not exhaustive and CFX has no obligation to provide any additional services not specifically enumerated in this Agreement.

Section 3.04 Additional Services. Upon written request by OCX, and subject to CFX's approval, CFX will provide to OCX additional services including, but not limited to: (a) toll collection equipment and toll collection software maintenance; (b) hardware or software upgrades to the lane or plaza equipment; (c) facilities maintenance and upgrades of the toll equipment buildings on the OCX Expressway, as may be expanded or contracted from time to time; and (d) the other items excluded above. The actual costs incurred by CFX will be passed to OCX through a deduction of the revenues or through alternate means as more specifically addressed through a written amendment or supplement.

#### **ARTICLE IV. CONSIDERATION.**

Section 4.01 If at any time CFX determines that the actual cost of providing the services to OCX is such that CFX needs to charge OCX a fee, CFX may request an adjustment from OCX to cover CFX's actual cost.

Section 4.02 OCX is responsible for the cost of signage. Any future or additional signs on the OCX Expressway (or any future expansion by the OCX) will include or reference E-PASS and the cost will be borne by OCX.

#### **ARTICLE V. TRANSFER AND RECONCILIATION OF ELECTRONIC TOLL REVENUE.**

All Electronic Toll Revenue belonging to OCX shall be transferred to OCX's Toll Account, in arrears, on a weekly basis. Said amounts shall be reconciled to the exact amount of gross revenue minus:

- (a) any and all credit card processing fees or charges paid by any and all Florida Interoperable Partner Agency for OCX toll roads; and
- (b) any adjustments or discounts given on OCX toll roads; and
- (c) the cost of processing Pay-by-Plate transactions; and
- (d) any transaction fee imposed or retained by an interoperable partner; and
- (e) any additional costs passed on to OCX for the additional services or for additional costs as referenced in Section 3.04 or Section 4.01 above.

## **ARTICLE VI. TERM OF AGREEMENT.**

This Agreement shall remain in force and effect for an initial term of ten (10) years, and shall automatically renew each year thereafter unless otherwise terminated as provided herein. The term commences on the Effective Date.

## **ARTICLE VII. TERMINATION.**

This Agreement may be terminated at any time by mutual agreement of the parties as indicated by a termination agreement approved and executed by the governing board of each party. Absent mutual agreement, either side may elect to terminate, but only upon giving one hundred and eighty (180) days written notice to the other prior to the date of termination. In such event, each party hereby agrees to reconcile any and all amounts owed to the other pursuant to this Agreement and to pay such amounts within ninety (90) days of the termination date.

## **ARTICLE VIII. OCX'S OBLIGATION TO MAINTAIN COMPATIBILITY.**

In order to facilitate electronic toll collection, OCX agrees to conduct maintenance and implement upgrades to lane and plaza hardware and software so as to maintain compatibility with CFX's ETTM and Host Computer. CFX agrees to provide written notice to OCX of any necessary maintenance or upgrades within a reasonable period after it receives actual notice of the need for any necessary maintenance or upgrades.

## **ARTICLE IX. COOPERATION.**

Section 9.01 Staff Cooperation. CFX and OCX shall use their best efforts to work together, cooperate and coordinate activities with each other to ensure high level service and quality for OCX customers in CFX's E-PASS System. Staff members from CFX and OCX shall meet as necessary to discuss and develop solutions for operation problems and concerns. CFX and OCX shall promptly notify each other of any complaints, issues, problems, or system malfunctions or unforeseen occurrences and shall, if necessary, schedule a special meeting to discuss and resolve such complaints, issues, problems, malfunctions or unforeseen occurrences.

Section 9.02 Joint Marketing and Advertising. CFX and OCX shall develop and implement a joint marketing, public service and information dissemination plan to publicize the use of CFX's E-PASS System by OCX customers. OCX shall pay the cost of such activities. Nothing contained herein shall prohibit the parties from also undertaking their own individual marketing efforts.

## **ARTICLE X. LOSS, DAMAGE.**

CFX shall have no responsibility or liability to pay OCX for any automated toll payments not made, collected or recorded for any reason, including, but not limited to, a hardware, software, or mechanical malfunction or breakdown, events outside the control of CFX, force majeure events (including, but not limited to war, natural disaster such as fire, flood, tornado, sink hole, breaches of the peace, and other acts of God), vandalism or intentional misuse, or any other reason.

## **ARTICLE XI. AUDITS AND AUDITING.**

Each party shall have the right, at its own cost and expense, to perform or cause to be performed from time to time an audit or review of the Electronic Toll Revenue generated on the OCX Expressway. CFX and OCX shall cooperate to provide to each other all documents, data, and access necessary to facilitate an audit or review by each entity with respect to the Electronic Toll Revenue generated on any portion the OCX Expressway. A copy of such audit or review shall be promptly provided to the other party upon request.

## **ARTICLE XII. DISPUTE RESOLUTION.**

Section 12.01 Settlement Conference. In the event of any dispute hereunder, the parties shall work together in good faith with a spirit of cooperation to resolve disputes and shall as soon as possible after a dispute arises (but no later than twenty-one (21) calendar days thereafter), schedule and attend a settlement conference to resolve such dispute.

### Section 12.02 Mediation.

(a) If the parties are unsuccessful in their efforts to resolve disputes at a settlement conference in accordance with Section 12.01, either party may submit the issue in controversy for resolution by means of mediation.

(b) If either party elects to submit an issue to mediation, the parties shall cooperate in an effort to select a mediator, who shall be certified as a mediator by the Supreme Court of the State of Florida. If the parties are unable to agree upon a mediator, each shall select a mediator, who shall select a third mediator, and the proceedings shall be conducted by the third mediator. The parties shall equally share the costs and expenses of the mediator and the mediation proceedings and shall cooperate in good faith in an effort to reach a mutually acceptable resolution of the dispute.

(c) If the parties attempt to resolve a dispute by means of mediation proceedings in accordance with Section 12.02 but are unable to do so, either party may file an action at law or equity to enforce, interpret or construe the provisions of this Agreement.

Section 12.03 Cooperation. Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

### ARTICLE XIII. MISCELLANEOUS PROVISIONS.

Section 13.01 Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

#### Section 13.02 Designation of Responsibility; Cooperation with Representatives.

(a) CFX and OCX shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the operations required hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or make any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to this Agreement and negotiate on behalf of each of the parties but who are not authorized to bind CFX or OCX.

(b) OCX and CFX pledge mutual cooperation between all representatives of OCX and CFX. OCX and CFX shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the other, subject to compliance with applicable laws. The provision of such information shall not in any manner diminish OCX's or CFX's rights or obligations under any other provision hereof.

Section 13.03 Limitation on Third Party Beneficiaries. This Agreement shall not create any third party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit of any type whatsoever, including, but not limited to, a suit for personal injury or property damage pursuant to the terms of provisions hereof.

Section 13.04 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida.

#### Section 13.05 Notices and Communications.

(a) All notices required or permitted by law or by this Agreement to be given to CFX or OCX shall be in writing and may be given by either personal delivery or by registered

or certified U.S. mail sent return receipt requested, or by a recognized overnight courier service. Notices shall be sent to the parties at the addresses set forth below or at such other addresses as the parties shall designate to each other from time to time in writing:

All correspondence with OCX shall be sent to the Chairman. The initial address for such correspondence shall be:

Osceola County Expressway Authority  
1 Courthouse Square  
Kissimmee, Florida 34741  
Attn: Chairman  
Telephone: (407) 343-2700

All correspondence with CFX shall be sent to the Executive Director of CFX. The initial address for such correspondence shall be:

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: Executive Director  
Telephone: (407) 690-5000

(b) Any notice or demand given, delivered or made by registered or certified United States mail sent return receipt requested, shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed effective on the first business day after deposited with such service, with the fee paid in advance. Any notice, demand or document that is personally delivered shall be deemed to be delivered upon receipt by the party to whom the same is given, delivered or made. Notices given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

Section 13.06 Interpretation. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

Section 13.07 Severability. The invalidity or unenforceability of any portion or provisions 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.

Section 13.08 Computation of Periods. References to "days" contained herein shall mean calendar days unless otherwise specified; provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

Section 13.09 Headings. The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

Section 13.10 Entire Agreement. This Agreement, including the Exhibits (if any) attached hereto, constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

Section 13.11 Counterparts. This Agreement may be executed in any number of counterparts.

#### **ARTICLE XIV. FILING.**

In accordance with Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for Osceola County by OCX and with the Clerk of the Circuit Court for Orange County by CFX.

**[ SIGNATURES TO FOLLOW ]**



IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on the dates indicated.

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By:   
Welton Cadwell, Chairman

ATTEST:

By:   
Darleen Mazzillo, Executive Assistant

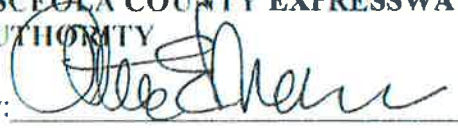
Date: 4/14/16

Approved as to form and legality:

  
Joseph L. Passiatore, General Counsel

Date: 4/14/16

**OSCEOLA COUNTY EXPRESSWAY  
AUTHORITY**

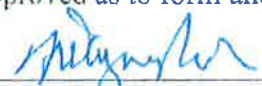
By:   
Chairman

ATTEST:

By:   
Executive Assistant

Date: 4/25/16

Approved as to form and legality:

  
General Counsel

Date: 4/12/16

## EXHIBIT E

Committee Substitute for  
Senate Bill No. 230

## CHAPTER 2014-171

### Committee Substitute for Committee Substitute for Senate Bill No. 230

An act relating to the Orlando-Orange County Expressway Authority; amending ss. 348.751 and 348.752, F.S.; renaming the Orlando-Orange County Expressway System as the “Central Florida Expressway System”; revising definitions; making technical changes; amending s. 348.753, F.S.; creating the Central Florida Expressway Authority; providing for the transfer of governance and control, legal rights and powers, responsibilities, terms, and obligations to the authority; providing conditions for the transfer; revising the composition of the governing body of the authority; providing for appointment of officers of the authority and for the expiration of terms of standing board members; revising quorum and voting requirements; conforming terminology and making technical changes; prohibiting a member or the executive director of the authority from personally representing certain persons or entities for a specified time period; prohibiting a retired or terminated member or executive director of the authority from contracting with a business entity under certain circumstances; requiring authority board members, employees, and consultants to make certain annual disclosures; requiring an ethics officer to review such disclosures; requiring the authority code of ethics to include a conflict of interest process; prohibiting authority employees and consultants from serving on the board during their employment or contract period; requiring the code of ethics to be reviewed and updated at least every 2 years; requiring employees to participate in ongoing ethics education; providing penalties; amending s. 348.754, F.S.; providing that the area served by the authority is within the geopolitical boundaries of Orange, Seminole, Lake, and Osceola Counties; requiring the authority to have prior consent from the Secretary of the Department of Transportation to construct an extension, addition, or improvement to the expressway system in Lake County; extending, to 99 years from 40 years, the term of a lease-purchase agreement; limiting the authority’s authority to enter into a lease-purchase agreement; limiting the use of certain toll-revenues; providing exceptions; removing the requirement that the route of a project must be approved by a municipality before the right-of-way can be acquired; requiring that the authority encourage the inclusion of local-, small-, minority-, and women-owned businesses in its procurement and contracting opportunities; removing the authority and criteria for an authority to waive payment and performance bonds for certain public works projects that are awarded pursuant to an economic development program; conforming terminology and making technical changes; amending ss. 348.7543, 348.7544, 348.7545, 348.7546, 348.7547, 348.755, and 348.756, F.S.; conforming terminology and making technical changes; amending s. 348.757, F.S.; providing that upon termination of the lease-purchase agreement of the former Orlando-Orange County Expressway System, title in fee simple to the former system shall be transferred to the

state; conforming terminology and making technical changes; amending ss. 348.758, 348.759, 348.760, 348.761, and 348.765, F.S.; conforming terminology and making technical changes; amending s. 369.317, F.S.; conforming terminology and making technical changes; amending s. 369.324, F.S.; revising the membership of the Wekiva River Basin Commission; conforming terminology; providing criteria for the transfer of the Osceola County Expressway System to the Central Florida Expressway Authority; providing for the repeal of part V of ch. 348, F.S., when the Osceola County Expressway System is transferred to the Central Florida Expressway Authority; requiring the Central Florida Expressway Authority to reimburse other governmental entities for obligations related to the Osceola County Expressway System; providing for reimbursement after payment of other obligations; providing a directive to the Division of Law Revision and Information; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 348.751, Florida Statutes, is amended to read:

348.751 Short title.—~~This part shall be known and~~ may be cited as the “Central Florida Orlando-Orange County Expressway Authority Law.”

Section 2. Section 348.752, Florida Statutes, is amended to read:

348.752 Definitions.—~~As used in this part~~ The following terms, when-~~ever used or referred to in this law, shall have the following meanings, except in those instances where the context clearly indicates otherwise:~~

(1) The term “agency of the state” means ~~and includes~~ the state and any department of, or corporation, agency, or instrumentality heretofore ~~or~~ hereafter created, designated, or established by, the state.

(2) The term “authority” means the body politic and corporate, and agency of the state created by this part.

(3) The term “bonds” means ~~and includes~~ the notes, bonds, refunding bonds, or other evidences of indebtedness or obligations, in either temporary or definitive form, which the authority is authorized to issue pursuant to this part.

(4) The term “Central Florida Expressway Authority” means the body politic and corporate, and agency of the state created by this part.

(5) The term “Central Florida Expressway System” means any expressway and appurtenant facilities, including all approaches, roads, bridges, and avenues for the expressway and any rapid transit, trams, or fixed guideways located within the right-of-way of an expressway.

(4) ~~The term “city” means the City of Orlando.~~

- (5) ~~The term “county” means the County of Orange.~~
- (6) The term “department” means the Department of Transportation existing under chapters ~~334-339~~.
- (7) The term “expressway” has the same meaning as limited access expressway.
- (8) The term “federal agency” means and includes the United States, the President of the United States, and any department of, or corporation, agency, or instrumentality ~~heretofore or hereafter~~ created, designated, or established by, the United States.
- (9) The term “lease-purchase agreement” means the lease-purchase agreements ~~that which the authority is authorized pursuant to this part to enter into with the Department of Transportation pursuant to this part.~~
- (10) The term “limited access expressway” means a street or highway specifically ~~especially~~ designed for through traffic, and over, from, or to which, ~~a no person does not shall~~ have the right of easement, use, or access except in accordance with the rules of ~~and regulations promulgated and established by the authority governing its use for the use of such facility.~~ Such highways or streets may be parkways that do not allow traffic by, from which trucks, buses, and other commercial vehicles ~~shall be excluded, or they may be~~ freeways open to use by all customary forms of street and highway traffic.
- (11) The term “~~members~~” means the governing body of the authority, and the term “member” means an individual who serves on the one of the individuals constituting such governing body of the authority.
- (12) The term “Orange County gasoline tax funds” means all the revenue derived from the 80-percent surplus gasoline tax funds accruing in each year to the Department of Transportation for use in Orange County under the provisions of s. 9, Art. XII of the State Constitution, after deducting deduction only of any amounts of said gasoline tax funds previously ~~heretofore~~ pledged by the department or the county for outstanding obligations.
- (13) ~~The term “Orlando-Orange County Expressway System” means any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for said expressway or expressways.~~
- (13)(14) The term “State Board of Administration” means the body corporate existing under the provisions of s. 4, Art. IV of the State Constitution, or any successor thereto.
- (14) The term “transportation facilities” means and includes the mobile and fixed assets, and the associated real or personal property or rights, used in the transportation of persons or property by any means of conveyance, and

all appurtenances, such as, but not limited to, highways; limited or controlled access lanes, avenues of access, and facilities; vehicles; fixed guideway facilities, including maintenance facilities; and administrative and other office space for the exercise by the authority of the powers and obligations granted in this part.

~~(15) Words importing singular number include the plural number in each case and vice versa, and words importing persons include firms and corporations.~~

Section 3. Section 348.753, Florida Statutes, is amended to read:

348.753 Central Florida Orlando-Orange County Expressway Authority.

(1) There is hereby created and established a body politic and corporate, an agency of the state, to be known as the Central Florida Orlando-Orange County Expressway Authority, ~~hereinafter referred to as "authority."~~

(2)(a) Immediately upon the effective date of this act, the Central Florida Expressway Authority shall assume the governance and control of the Orlando-Orange County Expressway Authority System, including its assets, personnel, contracts, obligations, liabilities, facilities, and tangible and intangible property. Any rights in such property, and other legal rights of the authority, are transferred to the Central Florida Expressway Authority. The Central Florida Expressway Authority shall immediately succeed to and assume the powers, responsibilities, and obligations of the Orlando-Orange County Expressway Authority.

(b) It is the intent of the Legislature that the Central Florida Expressway Authority, upon its formation, be the successor party to the Orlando-Orange County Expressway Authority under the land acquisition contract dated November 11, 2013, and be subject to all terms and provisions, including conditions precedent and rights of termination, stated in the contract.

(c) The transfer pursuant to this subsection is subject to the terms and covenants provided for the protection of the holders of the Orlando-Orange County Expressway Authority bonds in the lease-purchase agreement and the resolutions adopted in connection with the issuance of the bonds. Further, the transfer does not impair the terms of the contract between the Orlando-Orange County Expressway Authority and the bondholders, does not act to the detriment of the bondholders, and does not diminish the security for the bonds. After the transfer, the Central Florida Expressway Authority shall operate and maintain the expressway system and any other facilities of the Orlando-Orange County Expressway Authority in accordance with the terms, conditions, and covenants contained in the bond resolutions and lease-purchase agreement securing the bonds of the authority. The Central Florida Expressway Authority shall collect toll revenues and apply them to the payment of debt service as provided in the bond resolution securing the bonds, and shall expressly assume all obligations relating to the bonds to ensure that the transfer will have no adverse impact on the security

for the bonds. The transfer does not make the obligation to pay the principal and interest on the bonds a general liability of the Central Florida Expressway Authority or pledge additional expressway system revenues to payment of the bonds. Revenues that are generated by the expressway system and other facilities of the Central Florida Expressway Authority which were pledged by the Orlando-Orange County Expressway Authority to payment of the bonds will remain subject to the pledge for the benefit of the bondholders. The transfer does not modify or eliminate any prior obligation of the department to pay certain costs of the expressway system from sources other than revenues of the expressway system.

(3)(2) The governing body of the authority shall consist of nine five members. The chairs of the boards of the county commissions of Seminole, Lake, and Osceola Counties shall each appoint one member, who may be a commission member or chair. The Mayor of Orange County shall appoint a member from the Orange County Commission. The Governor shall appoint three ~~three~~ citizen members, each of whom must be a citizen of either Orange County, Seminole County, Lake County, or Osceola County ~~shall be~~ citizens of Orange County, who shall be appointed by the Governor. The ~~eighth~~ fourth member must ~~shall be, ex officio, the Mayor of chair of the County Commissioners of Orange County. The ninth member must be the Mayor of the City of Orlando. The executive director of Florida Turnpike Enterprise shall serve as a nonvoting advisor to the governing body of the authority, and the fifth member shall be, ex officio, the district secretary of the Department of Transportation serving in the district that contains Orange County. The term of Each appointed member appointed by the Governor shall serve be for 4 years. Each county-appointed member shall serve for 2 years. The terms of standing board members expire upon the effective date of this act. Each appointed member shall hold office until his or her successor has been appointed and has qualified. A vacancy occurring during a term must shall be filled only for the balance of the unexpired term. Each appointed member of the authority shall be a person of outstanding reputation for integrity, responsibility, and business ability, but, except as provided in this subsection, a no person who is an officer or employee of a municipality or any city or of Orange county may not in any other capacity shall be an appointed member of the authority. Any member of the authority is shall be eligible for reappointment.~~

(4)(3)(a) The authority shall elect one of its members as chair of the authority. The authority shall also elect one of its members as vice chair, one of its members as a secretary, and one of its members as a treasurer who may or may not be members of the authority. The chair, vice chair, secretary, and treasurer shall hold such offices at the will of the authority. ~~Five~~ Three members of the authority shall constitute a quorum, and the vote of ~~five~~ three members is ~~shall be~~ necessary for any action taken by the authority. ~~A No~~ vacancy in the authority does not ~~shall~~ impair the right of a quorum of the authority to exercise all of the rights and perform all of the duties of the authority.

(b) Upon the effective date of his or her appointment, or as soon thereafter as practicable, each appointed member of the authority shall enter upon his or her duties. Members of the authority may be removed from office by the Governor for misconduct, malfeasance, misfeasance, or nonfeasance in office.

(c) Members of the authority are entitled to receive reimbursement from the authority for travel and other necessary expenses incurred in connection with the business of the authority as provided in s. 112.061, but may not draw salaries or other compensation.

~~(5)(4)(a) The authority may employ an executive secretary, an executive director, its own counsel and legal staff, technical experts, and the such engineers; and such employees that, permanent or temporary, as it requires. The authority may require and may determine the qualifications and fix the compensation of such persons, firms, or corporations, and may employ a fiscal agent or agents; provided, however, that the authority shall solicit sealed proposals from at least three persons, firms, or corporations for the performance of any services as fiscal agents. The authority may delegate to one or more of its agents or employees the such of its power as it deems shall deem necessary to carry out the purposes of this part, subject always to the supervision and control of the authority. Members of the authority may be removed from their office by the Governor for misconduct, malfeasance, misfeasance, or nonfeasance in office.~~

~~(b) Members of the authority shall be entitled to receive from the authority their travel and other necessary expenses incurred in connection with the business of the authority as provided in s. 112.061, but they shall draw no salaries or other compensation.~~

(6) A member or the executive director of the authority may not:

(a) Personally represent another person or entity for compensation before the authority for a period of 2 years following vacation of his or her position.

(b) After retirement or termination, have an employment or contractual relationship with a business entity other than an agency as defined in s. 112.312, in connection with a contract in which the member or executive director personally and substantially participated in through decision, approval, disapproval, recommendation, rendering of advice, or investigation while he or she was a member or employee of the authority.

(7) The authority's general counsel shall serve as the authority's ethics officer.

(8) Authority board members, employees, and consultants who hold positions that may influence authority decisions shall refrain from engaging in any relationship that may adversely affect their judgment in carrying out authority business. To prevent such conflicts of interest and preserve the



integrity and transparency of the authority to the public, the following disclosures must be made annually on a disclosure form:

(a) Any relationship a board member, employee, or consultant has which affords a current or future financial benefit to such board member, employee, or consultant, or to a relative or business associate of such board member, employee, or consultant, and which a reasonable person would conclude has the potential to create a prohibited conflict of interest. As used in this subsection, the term “relative” has the same meaning as in s. 112.312.

(b) Whether a relative of a board member, employee, or consultant is a registered lobbyist, and if so, the names of the lobbyist’s clients. Such names shall be provided in writing to the ethics officer.

(c) Any and all interests in real property that a board member, employee, or consultant has, or that a relative, principal, client, or business associate of such board member, employee, or consultant has, if such real property is located within, or within a one-half mile radius of, any actual or prospective authority roadway project. The executive director shall provide a corridor map and a property ownership list reflecting the ownership of all real property within the disclosure area, or an alignment map with a list of associated owners, to all board members, employees, and consultants.

(9) The disclosure forms required under subsection (8) must be reviewed by the ethics officer or, if a form is filed by the general counsel, by the executive director.

(10) The conflict of interest process shall be outlined in the authority’s code of ethics.

(11) Authority employees and consultants are prohibited from serving on the governing body of the authority while employed by or under contract with the authority.

(12) The code of ethics policy shall be reviewed and updated by the ethics officer and presented for board approval at a minimum of once every 2 years.

(13) Employees shall be adequately informed and trained on the code of ethics and shall continually participate in ongoing ethics education.

(14) The requirements in subsections (6) through (13) are in addition to the requirements that the members and the executive director of the authority are required to follow under chapter 112.

(15) Violations of subsections (6), (8), and (11) are punishable in accordance with s. 112.317.

Section 4. Section 348.754, Florida Statutes, is amended to read:

348.754 Purposes and powers.—

(1)(a) The authority created and established under ~~by the provisions of this part is hereby granted and has~~ shall have the right to acquire, hold, construct, improve, maintain, operate, own, and lease in the capacity of lessor, the Central Florida Orlando-Orange County Expressway System, hereinafter referred to as “system.” Except as otherwise specifically provided by law, including paragraph (2)(n), the area served by the authority shall be within the geographical boundaries of Orange, Seminole, Lake, and Osceola Counties.

(b) ~~It is the express intention of this part that said authority, In the construction of the Central Florida said Orlando-Orange County Expressway System, the authority may shall be authorized to construct any extensions, additions, or improvements to the said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access, rapid transit, trams, fixed guideways, thoroughfares, and boulevards with any such changes, modifications, or revisions of the said project which are as shall be deemed desirable and proper.~~

(c) Notwithstanding any other provision of this section to the contrary, to ensure the continued financial feasibility of the portion of the Wekiva Parkway to be constructed by the department, the authority may not, without the prior consent of the secretary of the department, construct any extensions, additions, or improvements to the expressway system in Lake County.

(2) The authority is ~~hereby granted, and shall have and~~ may exercise all powers necessary, appurtenant, convenient, or incidental to the implemen-tation ~~carrying out of the stated aforesaid purposes, including, but not without being limited to, the following rights and powers:~~

(a) To sue and be sued, implead and be impleaded, complain and defend in all courts.

(b) To adopt, use, and alter at will a corporate seal.

(c) To acquire by donation or otherwise, purchase, hold, lease as lessee, and use any franchise or any, property, real, personal, ~~or mixed, or~~ tangible or intangible, or any options thereof in its own name or in conjunction with others, or interest in those options therein, necessary or desirable to carry for ~~carrying out the purposes of the authority, and to sell, lease as lessor, transfer, and dispose of any property or interest in the property therein at any time acquired by it.~~

(d) To enter into and make leases for terms not exceeding 99 years, as either lessee or lessor, in order to carry out the right to lease as specified ~~set forth~~ in this part.

(e) To enter into and make lease-purchase agreements with the department for terms not exceeding 99 ~~40~~ years, or until any bonds secured by a pledge of rentals pursuant to the agreement thereunder, and any refundings

pursuant to the agreement thereof, are fully paid as to both principal and interest, whichever is longer. The authority is a party to a lease-purchase agreement between the department and the authority dated December 23, 1985, as supplemented by a first supplement to the lease-purchase agreement dated November 25, 1986, and a second supplement to the lease-purchase agreement dated October 27, 1988. The authority may not enter into other lease-purchase agreements with the department and may not amend the existing agreement in a manner that expands or increases the department's obligations unless the department determines that the agreement or amendment is necessary to permit the refunding of bonds issued before July 1, 2013.

(f) To fix, alter, charge, establish, and collect rates, fees, rentals, and other charges for the services and facilities of the Central Florida Orlando-Orange County Expressway System; which must rates, fees, rentals and other charges shall always be sufficient to comply with any covenants made with the holders of any bonds issued pursuant to this part; provided, however, that such right and power may be assigned or delegated, by the authority, to the department. Toll revenues attributable to an increase in the toll rates charged on or after the effective date of this act for the use of a portion of the system may not be used to construct or expand a different portion of the system unless a two-thirds majority of the members of the authority votes to approve such use. This requirement does not apply if, and to the extent that:

1. Application of the requirement would violate any covenant established in a resolution or trust indenture under which bonds were issued by the Orlando-Orange County Expressway Authority on or before the effective date of this act; or

2. Application of the requirement would cause the authority to be unable to meet its obligations under the terms of the memorandum of understanding between the authority and the department as ratified by the Orlando-Orange County Expressway Authority board on February 22, 2012.

Notwithstanding s. 338.165, and except as otherwise prohibited by this part, to the extent revenues of the expressway system exceed amounts required to comply with any covenants made with the holders of bonds issued pursuant to this part, revenues may be used for purposes enumerated in subsection (6), provided the expenditures are consistent with the metropolitan planning organization's adopted long-range plan.

(g) To borrow money, make and issue negotiable notes, bonds, refunding bonds, and other evidences of indebtedness or obligations, either in temporary or definitive form, ~~hereinafter in this chapter sometimes called "bonds" of the authority,~~ for the purpose of financing all or part of the improvement or extension of the Central Florida Orlando-Orange County Expressway System, and appurtenant facilities, including all approaches, streets, roads, bridges, and avenues of access for the Central Florida said Orlando-Orange County Expressway System and for any other purpose

authorized by this part, ~~said bonds to mature in not exceeding 40 years from the date of the issuance thereof, and to secure the payment of such bonds or any part thereof by a pledge of any or all of its revenues, rates, fees, rentals, or other charges, including all or any portion of the Orange County gasoline tax funds received by the authority pursuant to the terms of any lease-purchase agreement between the authority and the department; and in general to provide for the security of the said bonds and the rights and remedies of the holders thereof. Provided, However, that no portion of the Orange County gasoline tax funds may shall be pledged for the construction of any project for which a toll is to be charged unless the anticipated toll is tolls are reasonably estimated by the board of county commissioners, at the date of its resolution pledging the said funds, to be sufficient to cover the principal and interest of such obligations during the period when the said pledge of funds is shall be in effect. The bonds issued under this paragraph must mature not more than 40 years after their issue date.~~

1. The authority shall reimburse Orange County for any sums expended from the said gasoline tax funds used for the payment of such obligations. Any gasoline tax funds so disbursed must shall be repaid when the authority deems it practicable, together with interest at the highest rate applicable to any obligations of the authority.

2. If, pursuant to this section, In the event the authority funds shall determine to fund or refunds refund any bonds previously theretofore issued by the said authority, or the by said commission before the bonds mature as aforesaid prior to the maturity thereof, the proceeds of such funding or refunding must bonds shall, pending the prior redemption of these the bonds to be funded or refunded, be invested in direct obligations of the United States, and it is the express intention of this part that such outstanding bonds may be funded or refunded by the issuance of bonds pursuant to this part.

(h) ~~To make contracts of every name and nature, including, but not limited to, partnerships providing for participation in ownership and revenues, and to execute all instruments necessary or convenient for conducting the carrying on of its business.~~

(i) ~~Notwithstanding paragraphs (a)-(h), Without limitation of the foregoing, to borrow money and accept grants from, and to enter into contracts, leases, or other transactions with any federal agency, the state, any agency of the state, the County of Orange, the City of Orlando, or with any other public body of the state.~~

(j) To have the power of eminent domain, including the procedural powers granted under both chapters 73 and 74.

(k) To pledge, hypothecate, or otherwise encumber ~~all or~~ any part of the revenues, rates, fees, rentals, or other charges or receipts of the authority, including all or any portion of the Orange County gasoline tax funds received by the authority pursuant to the terms of any lease-purchase agreement

between the authority and the department, as security for all or any of the obligations of the authority.

(l) To enter into partnership and other agreements respecting ownership and revenue participation in order to facilitate financing and constructing the Western Beltway, or portions thereof.

(m) To do ~~everything all acts and things~~ necessary or convenient for the conduct of its business and the general welfare of the authority, in order to comply with ~~carry out the powers granted to it by this part or any other law.~~

(n) With the consent of the county within whose jurisdiction the following activities occur, the authority shall have the right to construct, operate, and maintain roads, bridges, avenues of access, transportation facilities, thoroughfares, and boulevards outside the jurisdictional boundaries of Orange, Seminole, Lake, and Osceola Counties ~~County~~, together with the right to construct, repair, replace, operate, install, and maintain electronic toll payment systems thereon, ~~with all necessary and incidental powers to accomplish the foregoing.~~

(3) The authority does not ~~shall~~ have the ~~no~~ power at any time or in any manner to pledge the credit or taxing power of the state or any political subdivision or agency thereof, including any city and any county ~~the City of Orlando and the County of Orange~~, nor may ~~nor shall~~ any of the authority's obligations be deemed to be obligations of the state or of any political subdivision or agency thereof, nor may ~~nor shall~~ the state or any political subdivision or agency thereof, except the authority, be liable for the payment of the principal of or interest on such obligations.

(4) ~~Anything in this part to the contrary notwithstanding, acquisition of right-of-way for a project of the authority which is within the boundaries of any municipality in Orange County shall not be begun unless and until the route of said project within said municipality has been given prior approval by the governing body of said municipality.~~

(4)(5) The authority has ~~shall~~ have no power other than by consent of an affected ~~affected~~ Orange county or any affected city, to enter into any agreement which would legally prohibit the construction of a any road by the respective county or city ~~Orange County or by any city within Orange County.~~

(5) The authority shall encourage the inclusion of local-, small-, minority-, and women-owned businesses in its procurement and contracting opportunities.

(6)(a) The authority may, within the right-of-way of the expressway system, finance or refinance the planning, design, acquisition, construction, extension, rehabilitation, equipping, preservation, maintenance, or improvement of an intermodal facility or facilities, a multimodal corridor or corridors, or any programs or projects that will improve the levels of service on the expressway system ~~Notwithstanding s. 255.05, the Orlando-Orange County~~

~~Expressway Authority may waive payment and performance bonds on construction contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs on a public building or public work that has a cost of \$500,000 or less and when the project is awarded pursuant to an economic development program for the encouragement of local small businesses that has been adopted by the governing body of the Orlando-Orange County Expressway Authority pursuant to a resolution or policy.~~

~~(b) The authority's adopted criteria for participation in the economic development program for local small businesses requires that a participant:~~

- ~~1. Be an independent business.~~
- ~~2. Be principally domiciled in the Orange County Standard Metropolitan Statistical Area.~~
- ~~3. Employ 25 or fewer full-time employees.~~
- ~~4. Have gross annual sales averaging \$3 million or less over the immediately preceding 3 calendar years with regard to any construction element of the program.~~
- ~~5. Be accepted as a participant in the Orlando-Orange County Expressway Authority's microcontracts program or such other small business program as may be hereinafter enacted by the Orlando-Orange County Expressway Authority.~~
- ~~6. Participate in an educational curriculum or technical assistance program for business development that will assist the small business in becoming eligible for bonding.~~

~~(c) The authority's adopted procedures for waiving payment and performance bonds on projects with values not less than \$200,000 and not exceeding \$500,000 shall provide that payment and performance bonds may only be waived on projects that have been set aside to be competitively bid on by participants in an economic development program for local small businesses. The authority's executive director or his or her designee shall determine whether specific construction projects are suitable for:~~

- ~~1. Bidding under the authority's microcontracts program by registered local small businesses; and~~
- ~~2. Waiver of the payment and performance bond.~~

~~The decision of the authority's executive director or deputy executive director to waive the payment and performance bond shall be based upon his or her investigation and conclusion that there exists sufficient competition so that the authority receives a fair price and does not undertake any unusual risk with respect to such project.~~

~~(d)—For any contract for which a payment and performance bond has been waived pursuant to the authority set forth in this section, the Orlando-Orange County Expressway Authority shall pay all persons defined in s. 713.01 who furnish labor, services, or materials for the prosecution of the work provided for in the contract to the same extent and upon the same conditions that a surety on the payment bond under s. 255.05 would have been obligated to pay such persons if the payment and performance bond had not been waived. The authority shall record notice of this obligation in the manner and location that surety bonds are recorded. The notice shall include the information describing the contract that s. 255.05(1) requires be stated on the front page of the bond. Notwithstanding that s. 255.05(9) generally applies when a performance and payment bond is required, s. 255.05(9) shall apply under this subsection to any contract on which performance or payment bonds are waived and any claim to payment under this subsection shall be treated as a contract claim pursuant to s. 255.05(9).~~

~~(e)—A small business that has been the successful bidder on six projects for which the payment and performance bond was waived by the authority pursuant to paragraph (a) shall be ineligible to bid on additional projects for which the payment and performance bond is to be waived. The local small business may continue to participate in other elements of the economic development program for local small businesses as long as it is eligible.~~

~~(f)—The authority shall conduct bond eligibility training for businesses qualifying for bond waiver under this subsection to encourage and promote bond eligibility for such businesses.~~

~~(g)—The authority shall prepare a biennial report on the activities undertaken pursuant to this subsection to be submitted to the Orange County legislative delegation. The initial report shall be due December 31, 2010.~~

Section 5. Section 348.7543, Florida Statutes, is amended to read:

348.7543 Improvements, bond financing authority for.—Pursuant to s. 11(f), Art. VII of the State Constitution, the Legislature hereby approves for bond financing by the Central Florida ~~Orlando-Orange County~~ Expressway Authority improvements to toll collection facilities, interchanges to the legislatively approved expressway system, and any other facility appurtenant, necessary, or incidental to the approved system. Subject to terms and conditions of applicable revenue bond resolutions and covenants, such costs may be financed in whole or in part by revenue bonds issued pursuant to s. 348.755(1)(a) or (b) whether currently issued or issued in the future, or by a combination of such bonds.

Section 6. Section 348.7544, Florida Statutes, is amended to read:

348.7544 Northwest Beltway Part A, construction authorized; financing. Notwithstanding s. 338.2275, the Central Florida ~~Orlando-Orange County~~ Expressway Authority may ~~is hereby authorized to~~ construct, finance,

operate, own, and maintain that portion of the Western Beltway known as the Northwest Beltway Part A, extending from Florida's Turnpike near Ocoee north to U.S. 441 near Apopka, as part of the authority's 20-year capital projects plan. This project may be financed with any funds available to the authority for such purpose or revenue bonds issued by the Division of Bond Finance of the State Board of Administration on behalf of the authority pursuant to s. 11, Art. VII of the State Constitution and the State Bond Act, ss. 215.57-215.83.

Section 7. Section 348.7545, Florida Statutes, is amended to read:

348.7545 Western Beltway Part C, construction authorized; financing. Notwithstanding s. 338.2275, the Central Florida Orlando-Orange County Expressway Authority ~~may is authorized to~~ exercise its condemnation powers, construct, finance, operate, own, and maintain that portion of the Western Beltway known as the Western Beltway Part C, extending from Florida's Turnpike near Ocoee in Orange County southerly through Orange and Osceola Counties to an interchange with I-4 near the Osceola-Polk County line, as part of the authority's 20-year capital projects plan. This project may be financed with any funds available to the authority for such purpose or revenue bonds issued by the Division of Bond Finance of the State Board of Administration on behalf of the authority pursuant to s. 11, Art. VII of the State Constitution and the State Bond Act, ss. 215.57-215.83. This project may be refinanced with bonds issued by the authority pursuant to s. 348.755(1)(d).

Section 8. Section 348.7546, Florida Statutes, is amended to read:

348.7546 Wekiva Parkway, construction authorized; financing.—

(1) The Central Florida Orlando-Orange County Expressway Authority ~~may is authorized to~~ exercise its condemnation powers and to construct, finance, operate, own, and maintain those portions of the Wekiva Parkway which are identified by agreement between the authority and the department and which are included as part of the authority's long-range capital improvement plan. The "Wekiva Parkway" means any limited access highway or expressway constructed between State Road 429 and Interstate 4 specifically incorporating the corridor alignment recommended by Recommendation 2 of the Wekiva River Basin Area Task Force final report dated January 15, 2003, and the recommendations of the SR 429 Working Group which were adopted January 16, 2004. This project may be financed with any funds available to the authority for such purpose or revenue bonds issued by the authority under s. 11, Art. VII of the State Constitution and s. 348.755(1)(b). This section does not invalidate the exercise by the authority of its condemnation powers or the acquisition of any property for the Wekiva Parkway before July 1, 2012.

(2) Notwithstanding any other provision of law ~~to the contrary~~, in order to ensure that funds are available to the department for its portion of the Wekiva Parkway, beginning July 1, 2012, the authority shall repay the



expenditures by the department for costs of operation and maintenance of the Central Florida Orlando-Orange County Expressway System in accordance with the terms of the memorandum of understanding between the authority and the department as ratified by the authority board on February 22, 2012, which requires the authority to pay the department \$10 million on July 1, 2012, and \$20 million on each successive July 1 until the department has been fully reimbursed for all costs of the Central Florida Orlando-Orange County Expressway System which were paid, advanced, or reimbursed to the authority by the department, with a final payment in the amount of the balance remaining. Notwithstanding any other law ~~to the contrary~~, the funds paid to the department pursuant to this subsection must ~~shall~~ be allocated by the department for construction of the Wekiva Parkway.

(3) The department's obligation to construct its portions of the Wekiva Parkway is contingent upon the timely payment by the authority of the annual payments required of the authority and receipt of all required environmental permits and approvals by the Federal Government.

Section 9. Section 348.7547, Florida Statutes, is amended to read:

348.7547 Maitland Boulevard Extension and Northwest Beltway Part A Realignment construction authorized; financing.—Notwithstanding s. 338.2275, the Central Florida Orlando-Orange County Expressway Authority may ~~is hereby authorized to~~ exercise its condemnation powers, construct, finance, operate, own, and maintain the portion of State Road 414 known as the Maitland Boulevard Extension and the realigned portion of the Northwest Beltway Part A as part of the authority's long-range capital improvement plan. The Maitland Boulevard Extension extends ~~will extend~~ from the current terminus of State Road 414 at U.S. 441 west to State Road 429 in west Orange County. The realigned portion of the Northwest Beltway Part A runs ~~will run~~ from the point at or near where the Maitland Boulevard Extension connects ~~will connect~~ with State Road 429 and proceeds ~~will proceed~~ to the west and then north resulting in the northern terminus of State Road 429 moving farther west before reconnecting with U.S. 441. However, under no circumstances may ~~shall~~ the realignment of the Northwest Beltway Part A conflict with or contradict ~~with~~ the alignment of the Wekiva Parkway as defined in s. 348.7546. This project may be financed with any funds available to the authority for such purpose or revenue bonds issued by the authority under s. 11, Art. VII of the State Constitution and s. 348.755(1)(b).

Section 10. Subsections (2) and (3) of section 348.755, Florida Statutes, are amended to read:

348.755 Bonds of the authority.—

(2) Any ~~such~~ resolution that authorizes ~~or resolutions authorizing~~ any bonds issued under this section ~~hereunder~~ may contain provisions that must ~~which shall~~ be part of the contract with the holders of such bonds, relating ~~as~~ to:

(a) The pledging of ~~all or~~ any part of the revenues, rates, fees, rentals, ~~(including all or any portion of the Orange County gasoline tax funds received by the authority pursuant to the terms of any lease-purchase agreement between the authority and the department, or any part thereof,~~ or other charges or receipts of the authority, derived by the authority, from the Central Florida Orlando-Orange County Expressway System.

(b) The completion, improvement, operation, extension, maintenance, repair, lease or lease-purchase agreement of the said system, and the duties of the authority and others, including the department, ~~with reference thereto.~~

(c) Limitations on the purposes to which the proceeds of the bonds, then or thereafter to be issued, or of any loan or grant by the United States or the state may be applied.

(d) The fixing, charging, establishing, and collecting of rates, fees, rentals, or other charges for use of the services and facilities of the Central Florida Orlando-Orange County Expressway System or any part thereof.

(e) The setting aside of reserves or sinking funds or repair and replacement funds and the regulation and disposition thereof.

(f) Limitations on the issuance of additional bonds.

(g) The terms and provisions of any lease-purchase agreement, deed of trust or indenture securing the bonds, or under which the same may be issued.

(h) Any other or additional agreements with the holders of the bonds which the authority may deem desirable and proper.

(3) The authority may employ fiscal agents as provided by this part or the State Board of Administration of Florida may upon request of the authority act as fiscal agent for the authority in the issuance of any bonds that ~~which~~ may be issued pursuant to this part, and the State Board of Administration may upon request of the authority take over the management, control, administration, custody, and payment of any ~~or all~~ debt services or funds or assets now or hereafter available for any bonds issued pursuant to this part. The authority may enter into any deeds of trust, indentures or other agreements with its fiscal agent, or with any bank or trust company within or without the state, as security for such bonds, and may, under such agreements, sign and pledge ~~all or~~ any of the revenues, rates, fees, rentals or other charges or receipts of the authority, including ~~all or any portion of the Orange County gasoline tax funds received by the authority pursuant to the terms of any lease-purchase agreement between the authority and the department, thereunder.~~ Such deed of trust, indenture, or other agreement may contain such provisions as are customary in such instruments, or, as the authority may authorize, including but without limitation, provisions as to:

(a) The completion, improvement, operation, extension, maintenance, repair, and lease of, or lease-purchase agreement relating to the Central Florida Orlando-Orange County Expressway System, and the duties of the authority and others including the department, with reference thereto.

(b) The application of funds and the safeguarding of funds on hand or on deposit.

(c) The rights and remedies of the trustee and the holders of the bonds.

(d) The terms and provisions of the bonds or the resolutions authorizing the issuance of same.

Section 11. Subsections (3) and (4) of section 348.756, Florida Statutes, are amended to read:

348.756 Remedies of the bondholders.—

(3) ~~When a~~ Any trustee ~~is when~~ appointed pursuant to subsection (1) as aforesaid, or ~~is~~ acting under a deed of trust, indenture, or other agreement, and whether or not all bonds have been declared due and payable, ~~the trustee is~~ shall be entitled as of right to the appointment of a receiver, who may enter upon and take possession of the Central Florida Orlando-Orange County Expressway System or the facilities or any part ~~of the system or facilities~~ or parts thereof, the rates, fees, rentals, or other revenues, charges, or receipts ~~that from which~~ are, or may be, applicable to the payment of the bonds so in default, and subject to and in compliance with the provisions of any lease-purchase agreement between the authority and the department operate and maintain the same, for and on behalf of and in the name of, the authority, the department, and the bondholders, and collect and receive all rates, fees, rentals, and other charges or receipts or revenues arising therefrom in the same manner as the authority or the department might do, and shall deposit all such moneys in a separate account and apply the same in such manner as the court ~~directs shall direct~~. In any suit, action, or proceeding by the trustee, the fees, counsel fees, and expenses of the trustee, and ~~the~~ said receiver, if any, and all costs and disbursements allowed by the court must ~~shall~~ be a first charge on any rates, fees, rentals, or other charges, revenues, or receipts, derived from the Central Florida Orlando-Orange County Expressway System, or the facilities or services or any part ~~of the system or facilities~~ or parts thereof, including payments under any such lease-purchase agreement as aforesaid which said rates, fees, rentals, or other charges, revenues, or receipts ~~shall or~~ may be applicable to the payment of the bonds that are so in default. ~~The~~ Such trustee ~~has~~ shall, ~~in addition to the foregoing, have and possess~~ all of the powers necessary or appropriate for the exercise of any functions specifically set forth in this section ~~herein~~ or incident to the representation of the bondholders in the enforcement and protection of their rights.

(4) ~~Nothing in~~ This section or any other section of this part ~~does not~~ shall authorize any receiver appointed pursuant hereto for the purpose, subject to

and in compliance with the provisions of any lease-purchase agreement between the authority and the department, of operating and maintaining the Central Florida Orlando-Orange County Expressway System or any facilities or part of the system or facilities or parts thereof, to sell, assign, mortgage, or otherwise dispose of any of the assets of whatever kind and character belonging to the authority. ~~It is the intention of this part to limit~~ The powers of ~~the~~ such receiver, subject to and in compliance with the provisions of any lease-purchase agreement between the authority and the department, are limited to the operation and maintenance of the Central Florida Orlando-Orange County Expressway System, or any facility, or part ~~or parts~~ thereof, as the court may direct, in the name and for and on behalf of the authority, the department, and the bondholders, and no holder of bonds on the authority nor any trustee, has ~~shall ever have~~ the right in any suit, action, or proceeding at law or in equity, to compel a receiver, nor may ~~shall~~ any receiver be authorized or any court be empowered to direct the receiver to sell, assign, mortgage, or otherwise dispose of any assets of whatever kind or character belonging to the authority.

Section 12. Subsections (1) through (7) of section 348.757, Florida Statutes, are amended to read:

348.757 Lease-purchase agreement.—

(1) ~~In order to effectuate the purposes of this part and as authorized by this part,~~ The authority may enter into a lease-purchase agreement with the department relating to and covering the former Orlando-Orange County Expressway System.

(2) ~~The~~ Such lease-purchase agreement must ~~shall~~ provide for the leasing of the former Orlando-Orange County Expressway System, by the authority, as lessor, to the department, as lessee, must ~~shall~~ prescribe the term of such lease and the rentals to be paid thereunder, and must ~~shall~~ provide that upon the completion of the faithful performance thereunder and the termination of ~~the~~ such lease-purchase agreement, title in fee simple absolute to the former Orlando-Orange County Expressway System as then constituted shall be transferred in accordance with law by the authority, to the state and the authority shall deliver to the department such deeds and conveyances as shall be necessary or convenient to vest title in fee simple absolute in the state.

(3) ~~The~~ Such lease-purchase agreement may include ~~such~~ other provisions, agreements, and covenants that ~~as~~ the authority and the department deem advisable or required, including, but not limited to, provisions as to the bonds to be issued under, and for the purposes of, this part, the completion, extension, improvement, operation, and maintenance of the former Orlando-Orange County Expressway System and the expenses and the cost of operation of ~~the~~ said authority, the charging and collection of tolls, rates, fees, and other charges for the use of the services and facilities of the system thereof, the application of federal or state grants or aid that ~~which~~ may be made or given to assist the authority in the completion, extension,

improvement, operation, and maintenance of the former Orlando-Orange County Orlando Expressway System, which the authority is hereby authorized to accept and apply to such purposes, the enforcement of payment and collection of rentals and any other terms, provisions, or covenants necessary, incidental, or appurtenant to the making of and full performance under the such lease-purchase agreement.

(4) The department as lessee under the such lease-purchase agreement, may is hereby authorized to pay as rentals under the agreement thereunder any rates, fees, charges, funds, moneys, receipts, or income accruing to the department from the operation of the former Orlando-Orange County Expressway System and the Orange County gasoline tax funds and may also pay as rentals any appropriations received by the department pursuant to any act of the Legislature of the state heretofore or hereafter enacted; ~~provided, however, this part or the that nothing herein nor in such~~ lease-purchase agreement is not intended to and does not nor shall this part or such lease-purchase agreement require the making or continuance of such appropriations, and nor shall any holder of bonds issued pursuant to this part does not ever have any right to compel the making or continuance of such appropriations.

(5) A No pledge of the said Orange County gasoline tax funds as rentals under a such lease-purchase agreement may not shall be made without the consent of the County of Orange evidenced by a resolution duly adopted by the board of county commissioners of said county at a public hearing held pursuant to due notice thereof published at least once a week for 3 consecutive weeks before the hearing in a newspaper of general circulation in Orange County. The Said resolution, among other things, must shall provide that any excess of the said pledged gasoline tax funds which is not required for debt service or reserves for the such debt service for any bonds issued by the said authority shall be returned annually to the department for distribution to Orange County as provided by law. Before making any application for a such pledge of gasoline tax funds, the authority shall present the plan of its proposed project to the Orange County planning and zoning commission for its comments and recommendations.

(6) The Said department may shall have power to covenant in any lease-purchase agreement that it will pay all or any part of the cost of the operation, maintenance, repair, renewal, and replacement of the said system, and any part of the cost of completing the said system to the extent that the proceeds of bonds issued ~~therefor~~ are insufficient, from sources other than the revenues derived from the operation of the said system and the said Orange County gasoline tax funds. The said department may also agree to make such other payments from any moneys available to the said commission, the said county, or the said city in connection with the construction or completion of the said system as shall be deemed by the said department to be fair and proper under any such covenants heretofore or hereafter entered into.

(7) ~~The said system~~ must shall be a part of the state road system and ~~the said department~~ may is hereby authorized, upon the request of the authority, ~~to expend out of any funds available for the purpose~~ the such moneys, and ~~to use such of its engineering and other forces, as may be necessary and desirable in the judgment of said department, for the operation of the said authority and for traffic surveys, borings, surveys, preparation of plans and specifications, estimates of cost, and other preliminary engineering and other studies; provided, however, that the aggregate amount of moneys expended for the said purposes by the said department~~ do shall not exceed the sum of \$375,000.

Section 13. Section 348.758, Florida Statutes, is amended to read:

348.758 ~~Appointment of department as may be appointed agent of authority for construction.—The department may be appointed by the said authority as its agent for the purpose of constructing improvements and extensions to the~~ Central Florida Orlando-Orange County Expressway System and for its completion thereof. In such event, the authority shall provide the department with complete copies of all documents, agreements, resolutions, contracts, and instruments relating thereto and shall request the department to do such construction work, including the planning, surveying, and actual construction of the completion, extensions, and improvements to the Central Florida Orlando-Orange County Expressway System and shall transfer to the credit of an account of the department in the State Treasury of the state the necessary funds, ~~therefor and the department may shall thereupon be authorized, empowered and directed to proceed with such construction and to use the said funds for such purpose in the same manner that it is now authorized to use the funds otherwise provided by law for the its use in construction of roads and bridges.~~

Section 14. Section 348.759, Florida Statutes, is amended to read:

348.759 Acquisition of lands and property.—

(1) For the purposes of this part, the ~~Central Florida Orlando-Orange County Expressway Authority~~ may acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings, as the authority ~~deems may deem~~ necessary for any of the purposes of this part, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the Central Florida Orlando-Orange County Expressway System or in a transportation corridor designated by the authority; or for the purposes of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The authority ~~may shall also have the power to~~ condemn any material and property necessary for such purposes.

(2) The right of eminent domain herein conferred shall be exercised by the authority shall exercise the right of eminent domain in the manner provided by law.

(3) When the authority acquires property for a transportation facility or in a transportation corridor, it is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. This section does not affect the rights or liabilities of any past or future owners of the acquired property and ~~nor does not it~~ affect the liability of any governmental entity for the results of its actions which create or exacerbate a pollution source. The authority and the Department of Environmental Protection may enter into interagency agreements for the performance, funding, and reimbursement of the investigative and remedial acts necessary for property acquired by the authority.

Section 15. Section 348.760, Florida Statutes, is amended to read:

348.760 Cooperation with other units, boards, agencies, and individuals. ~~A Express authority and power is hereby given and granted any county, municipality, drainage district, road and bridge district, school district or any other political subdivision, board, commission, or individual in, or of, the state may to make and enter into with the authority, contracts, leases, conveyances, partnerships, or other agreements pursuant to within the provisions and purposes of this part. The authority may is hereby expressly authorized to make and enter into contracts, leases, conveyances, partnerships, and other agreements with any political subdivision, agency, or instrumentality of the state and any and all federal agencies, corporations, and individuals, for the purpose of carrying out the provisions of this part or with the consent of the Seminole County Expressway Authority, for the purpose of carrying out and implementing part VIII of this chapter.~~

Section 16. Section 348.761, Florida Statutes, is amended to read:

348.761 Covenant of the state.—The state ~~pledges~~ does hereby pledge to, and agrees, with any person, firm or corporation, or federal or state agency subscribing to, or acquiring the bonds to be issued by the authority for the purposes of this part that the state will not limit or alter the rights ~~that are~~ hereby vested in the authority and the department until all issued bonds and interest at any time issued, together with the interest thereon, are fully paid and discharged insofar as the ~~pledge same~~ affects the rights of the holders of bonds issued pursuant to this part hereunder. The state does further pledge to, and agree, with the United States that in the event any federal agency constructs or contributes ~~shall construct or contribute~~ any funds for the completion, extension, or improvement of the Central Florida Orlando-Orange County Expressway System, or any part or portion of the system thereof, the state will not alter or limit the rights and powers of the authority and the department in any manner ~~that~~ which would be inconsistent with the continued maintenance and operation of the Central Florida Orlando-Orange County Expressway System or the completion, extension, or

improvement ~~of the system~~ thereof, or ~~that~~ which would be inconsistent with the due performance of any agreements between the authority and any such federal agency, and the authority and the department shall continue to have and may exercise all powers ~~herein granted in this part~~, so long as the powers are same shall be necessary or desirable for the carrying out of the purposes of this part and the purposes of the United States in the completion, extension, or improvement of the Central Florida Orlando-Orange County Expressway System, or any part ~~of the system or portion thereof~~.

Section 17. Section 348.765, Florida Statutes, is amended to read:

348.765 This part complete and additional authority.—

(1) The powers conferred by this part ~~are shall be~~ in addition and supplemental to the existing powers of ~~the~~ said board and the department, and this part may ~~shall not be~~ construed as repealing any of the provisions, of any other law, general, special, or local, but to supersede such other laws in the exercise of the powers provided in this part, and to provide a complete method for the exercise of the powers granted in this part. The extension and improvement of ~~the Central Florida said Orlando-Orange County~~ Expressway System, and the issuance of bonds pursuant to this part ~~hereunder~~ to finance all or part of the cost of the system thereof, may be accomplished upon compliance with the provisions of this part without regard to or necessity for compliance with the provisions, limitations, or restrictions contained in any other general, special, or local law, including, but not limited to, s. 215.821, and no approval of any bonds issued under this part by the qualified electors or qualified electors who are freeholders in the state or in ~~the~~ said County of Orange, or in ~~the~~ said City of Orlando, or in any other political subdivision of the state, is ~~shall be~~ required for the issuance of such bonds pursuant to this part.

(2) This part ~~does shall not be deemed to~~ repeal, rescind, or modify any other law ~~or laws~~ relating to ~~the said State Board of Administration, the said Department of Transportation, or the Division of Bond Finance of the State Board of Administration, but~~ supersedes any ~~shall be deemed to and shall supersede such other law that is or laws as~~ are inconsistent with the provisions of this part, including, but not limited to, s. 215.821.

Section 18. Subsections (6) and (7) of section 369.317, Florida Statutes, are amended to read:

369.317 Wekiva Parkway.—

(6) The Central Florida Orlando-Orange County Expressway Authority is hereby granted the authority to act as a third-party acquisition agent, pursuant to s. 259.041 on behalf of the Board of Trustees or chapter 373 on behalf of the governing board of the St. Johns River Water Management District, for the acquisition of all necessary lands, property and all interests in property identified herein, including fee simple or less-than-fee simple interests. The lands subject to this authority are identified in paragraph



10.a., State of Florida, Office of the Governor, Executive Order 03-112 of July 1, 2003, and in Recommendation 16 of the Wekiva Basin Area Task Force created by Executive Order 2002-259, such lands otherwise known as Neighborhood Lakes, a 1,587+/-acre parcel located in Orange and Lake Counties within Sections 27, 28, 33, and 34 of Township 19 South, Range 28 East, and Sections 3, 4, 5, and 9 of Township 20 South, Range 28 East; Seminole Woods/Swamp, a 5,353+/-acre parcel located in Lake County within Section 37, Township 19 South, Range 28 East; New Garden Coal; a 1,605+/-acre parcel in Lake County within Sections 23, 25, 26, 35, and 36, Township 19 South, Range 28 East; Pine Plantation, a 617+/-acre tract consisting of eight individual parcels within the Apopka City limits. The Department of Transportation, the Department of Environmental Protection, the St. Johns River Water Management District, and other land acquisition entities shall participate and cooperate in providing information and support to the third-party acquisition agent. The land acquisition process authorized by this paragraph shall begin no later than December 31, 2004. Acquisition of the properties identified as Neighborhood Lakes, Pine Plantation, and New Garden Coal, or approval as a mitigation bank shall be concluded no later than December 31, 2010. Department of Transportation and Central Florida ~~Orlando-Orange County~~ Expressway Authority funds expended to purchase an interest in those lands identified in this subsection shall be eligible as environmental mitigation for road construction related impacts in the Wekiva Study Area. If any of the lands identified in this subsection are used as environmental mitigation for road-construction-related impacts incurred by the Department of Transportation or Central Florida ~~Orlando-Orange County~~ Expressway Authority, or for other impacts incurred by other entities, within the Wekiva Study Area or within the Wekiva parkway alignment corridor, and if the mitigation offsets these impacts, the St. Johns River Water Management District and the Department of Environmental Protection shall consider the activity regulated under part IV of chapter 373 to meet the cumulative impact requirements of s. 373.414(8)(a).

(a) Acquisition of the land described in this section is required to provide right-of-way for the Wekiva Parkway, a limited access roadway linking State Road 429 to Interstate 4, an essential component in meeting regional transportation needs to provide regional connectivity, improve safety, accommodate projected population and economic growth, and satisfy critical transportation requirements caused by increased traffic volume growth and travel demands.

(b) Acquisition of the lands described in this section is also required to protect the surface water and groundwater resources of Lake, Orange, and Seminole counties, otherwise known as the Wekiva Study Area, including recharge within the springshed that provides for the Wekiva River system. Protection of this area is crucial to the long term viability of the Wekiva River and springs and the central Florida region's water supply. Acquisition of the lands described in this section is also necessary to alleviate pressure from

growth and development affecting the surface and groundwater resources within the recharge area.

(c) Lands acquired pursuant to this section that are needed for transportation facilities for the Wekiva Parkway shall be determined not necessary for conservation purposes pursuant to ss. 253.034(6) and 373.089(5) and shall be transferred to or retained by the Central Florida Orlando-Orange County Expressway Authority or the Department of Transportation upon reimbursement of the full purchase price and acquisition costs.

(7) The Department of Transportation, the Department of Environmental Protection, the St. Johns River Water Management District, Central Florida Orlando-Orange County Expressway Authority, and other land acquisition entities shall cooperate and establish funding responsibilities and partnerships by agreement to the extent funds are available to the various entities. Properties acquired with Florida Forever funds shall be in accordance with s. 259.041 or chapter 373. The Central Florida Orlando-Orange County Expressway Authority shall acquire land in accordance with this section of law to the extent funds are available from the various funding partners, but shall not be required nor assumed to fund the land acquisition beyond the agreement and funding provided by the various land acquisition entities.

Section 19. Subsection (1) of section 369.324, Florida Statutes, is amended to read:

369.324 Wekiva River Basin Commission.—

(1) The Wekiva River Basin Commission is created to monitor and ensure the implementation of the recommendations of the Wekiva River Basin Coordinating Committee for the Wekiva Study Area. The East Central Florida Regional Planning Council shall provide staff support to the commission with funding assistance from the Department of Economic Opportunity. The commission shall be comprised of a total of ~~18~~ 19 members appointed by the Governor, 9 of whom shall be voting members and ~~9~~ 10 shall be ad hoc nonvoting members. The voting members shall include:

(a) One member of each of the Boards of County Commissioners for Lake, Orange, and Seminole Counties.

(b) One municipal elected official to serve as a representative of the municipalities located within the Wekiva Study Area of Lake County.

(c) One municipal elected official to serve as a representative of the municipalities located within the Wekiva Study Area of Orange County.

(d) One municipal elected official to serve as a representative of the municipalities located within the Wekiva Study Area of Seminole County.

(e) One citizen representing an environmental or conservation organization, one citizen representing a local property owner, a land developer, or an agricultural entity, and one at-large citizen who shall serve as chair of the council.

(f) The ad hoc nonvoting members shall include one representative from each of the following entities:

1. St. Johns River Management District.
2. Department of Economic Opportunity.
3. Department of Environmental Protection.
4. Department of Health.
5. Department of Agriculture and Consumer Services.
6. Fish and Wildlife Conservation Commission.
7. Department of Transportation.
8. MetroPlan Orlando.
9. Central Florida Orlando-Orange County Expressway Authority.
10. ~~Seminole County Expressway Authority.~~

Section 20. (1) Effective upon this act becoming a law, the Osceola County Expressway Authority may only exercise its powers for the purpose of studying, planning, designing, financing, constructing, operating, and maintaining those projects identified in the Osceola County Expressway Authority May 8, 2012, Master Plan, as adopted on such date, and an additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway. Effective December 31, 2018, all powers, governance, and control of the Osceola County Expressway System, created pursuant to part V of chapter 348, Florida Statutes, are transferred to the Central Florida Expressway Authority, and the assets, liabilities, facilities, tangible and intangible property and any rights in the property, and any other legal rights of the Osceola County Expressway Authority are transferred to the Central Florida Expressway Authority. Upon transfer, the Osceola County Expressway System facilities shall each be a “non-system project” of the Central Florida Expressway Authority, as that term is defined in the then-current master senior lien bond resolution of the Central Florida Expressway Authority. The effective date of such transfer shall be extended until the date on which the current and forecasted total debt service coverage ratio with respect to all bonds, notes, loans, and other debt obligations issued to finance such projects to be transferred can be and is calculated and certified by the financial advisor for the Central Florida Expressway Authority to be equal to or greater than 1.5 for each and every year during which such obligations are

then scheduled to be outstanding, including scheduled reimbursement obligations to other governmental entities. The debt service coverage ratio shall be calculated in a manner consistent with the then-current master senior lien bond resolution of the Central Florida Expressway Authority. If the effective date of the transfer is extended, after December 31, 2018, the Osceola County Expressway Authority may only exercise its powers through a contract or contracts with another governmental entity and only for the purpose of operating and maintaining those projects which were completed before such date, in accordance with the requirements of any agreement, resolution, or indenture under which bonds or other debt obligations were issued to finance such projects, and completing construction of those projects for which financing of the full estimated costs of acquisition, design, and construction was obtained and construction began before December 31, 2018.

(2) Part V of chapter 348, Florida Statutes, consisting of ss. 348.9950, 348.9951, 348.9952, 348.9953, 348.9954, 348.9956, 348.9957, 348.9958, 348.9959, 348.9960, and 348.9961, is repealed on the same date that the Osceola County Expressway System is transferred to the Central Florida Expressway Authority.

(3)(a) Following the repeal of part V of chapter 348, Florida Statutes, consisting of sections 348.9950–348.9961, and the transfer of the Osceola County Expressway System to the Central Florida Expressway Authority, the Central Florida Expressway Authority shall include the uncompleted elements of the Osceola County Expressway Authority May 8, 2012, Master Plan, as adopted on such date, and an additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway, in the equivalent Central Florida Expressway Authority master plan or long-range plan, each as a “non-system project” of the Central Florida Expressway Authority, as that term is defined in the then-current master senior lien bond resolution of the Central Florida Expressway Authority.

(b) The Department of Transportation shall also include elements of the Osceola County Expressway Authority May 8, 2012, Master Plan, as adopted on such date, and an additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway, in its work program in accordance with s. 339.135, Florida Statutes, as tolled facilities.

(4) The Central Florida Expressway Authority shall comply with any and all obligations of the Osceola County Expressway Authority to reimburse other governmental entities for costs incurred on behalf of the Osceola County Expressway System from revenues of the Osceola County Expressway System available after payment of all amounts required for operation and maintenance of the Osceola County Expressway System and all amounts required to be paid under the terms of any resolution authorizing the issuance of bonds to fund the acquisition, design, or construction of any portion of the Osceola County Expressway System. This reimbursement obligation specifically includes, but is not limited to, any obligation of the

Osceola County Expressway Authority to reimburse Osceola County and Polk County for costs incurred, or debt issued, to fund the acquisition, development, construction, operation, and maintenance of the Osceola County Expressway System. The transfer of any reimbursement obligation of the Osceola County Expressway Authority pursuant to this section does not alter the terms of any agreement between the Osceola County Expressway Authority and any other governmental entity, does not relieve any other governmental entity of its contractual obligations incurred on behalf of the Osceola County Expressway System, does not make any reimbursement obligation a general obligation of the Central Florida Expressway Authority, and does not constitute an independent pledge or lien on revenues of the Central Florida Expressway Authority for the benefit of any person or entity. To the extent that revenues generated by the Osceola County Expressway System are insufficient to pay a reimbursement obligation, the Central Florida Expressway Authority may, but is not required to, make any payment from other revenues of the Central Florida Expressway System available for such purpose after payment of all amounts required:

(a) Otherwise by law or contract;

(b) By the terms of any resolution authorizing the issuance of bonds by the Central Florida Expressway Authority or the Orlando-Orange County Expressway Authority; and

(c) By the terms of the memorandum of understanding between the Orlando-Orange County Expressway Authority and the department as ratified by the board of the Orlando-Orange County Expressway Authority on February 22, 2012.

(5) Revenues generated by the Osceola County Expressway System May 8, 2012, Master Plan facilities available after payment of all current operation, maintenance, and administrative expenses of the Osceola County Expressway System; payment of debt service on any bonds, notes, loans, or other obligations issued and used to finance the costs of design, acquisition, and construction of such facilities; and payment of all other amounts required by the terms of any trust agreement or indenture established with respect thereto shall be used:

(a) On a pro rata basis to repay or reimburse in full Osceola County or any other local agency any funds or amounts loaned to the Osceola County Expressway Authority to complete any such projects and to repay or reimburse in full the Central Florida Expressway Authority for any funds or amounts contributed to such projects; and

(b) Thereafter, to advance any other uncompleted elements of the Osceola County Expressway Authority May 8, 2012, Master Plan, and an additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway.

(6) The Central Florida Expressway Authority shall have no obligation to financially support any elements of the Osceola County Expressway Authority May 8, 2012, Master Plan, or the additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway, from revenues of the Central Florida Expressway Authority's Expressway System. To the extent the governing board of the Central Florida Expressway Authority, in its sole discretion, votes to financially support any elements of the Osceola County Expressway Authority May 8, 2012, Master Plan, or the additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway, it must treat any such element as a "non-system project" and shall only finance such element from revenues of the Central Florida Expressway Authority's Expressway System to the extent permitted by and in accordance with the terms of any resolution authorizing the issuance of bonds by the Central Florida Expressway Authority. For the purpose of advancing the design, acquisition, and construction of the elements of the Osceola County Expressway Authority May 8, 2012, Master Plan, and an additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway, the Central Florida Expressway Authority is specifically authorized to enter into new or amended lease-purchase agreements with Osceola County for the leasing, construction, operation, and maintenance of any facility described in the Osceola County Expressway Authority May 8, 2012, Master Plan, and an additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway.

(7) In recognition of the strategic economic importance of enhanced mobility in the region served by the Osceola County Expressway Authority, the Department of Transportation shall cooperate with the Osceola County Expressway Authority, the Central Florida Expressway Authority, and Osceola County in working to identify solutions to potential barriers to implementation of the projects included in the Osceola County Expressway Authority May 8, 2012, Master Plan, and an additional extension of the Osceola Parkway Extension 2 miles to the east of its intersection with the Northeast Connector Expressway, including funding sources and revenues that may be available for implementation of those improvements.

Section 21. The Division of Law Revision and Information is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date the act becomes a law.

Section 22. This act shall take effect upon becoming a law.

Approved by the Governor June 20, 2014.

Filed in Office Secretary of State June 20, 2014.

# **F. 4.**

## **RECOMMENDATION FOR GENERAL COUNSEL QUARTERLY REPORTS**

THERE ARE NO BACKUP MATERIALS FOR  
THIS ITEM



# F. 5.

## CFX MULTIMODAL INVESTMENT ASSESSMENT

# **Central Florida Expressway Authority Multimodal Investment Assessment Status Report and Update**

CFX Board Presentation  
Center for Urban Transportation  
Research, University of South Florida  
September 8, 2016

# Background

- 2040 Master Plan Update – Expanded Role
- Investment policy for multi-modal investments
- CFX workshop – December
- CUTR commissioned to assist

“How can a revenue authority funded with user fees, financially, or otherwise partner to further multimodal mobility without jeopardizing its long-term sustainability and maintain its commitment to customers, bondholders and the community?”



# Study Elements

- Situational Analysis
- Develop Draft Project Criteria
- Plan Review – Preliminary Project Identification
- Presentation of Findings and Final Report
  - Assist in new policy formulation by recommending a set of policy recommendations consistent with Board direction that comply with state statute; an evaluation of multimodal funding needs and potential projects; and, a suggested process for periodic review and evaluation of partnership opportunities.

# Situational Analysis – Doc Review

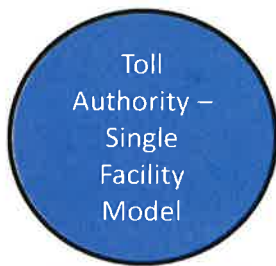
- Statutes
- Board workshop – December
- Work Plan- FY 2016- FY 2020
- CFX Investment Policy
- CFX Debt Policy
- Bond Counsel Transit Guidance Memorandum
- CFX Rating Agency Presentation Material
- Rating Agency Reports: Moody's; S&P; Fitch
- Wekiva Interlocal Agreement
- Amended and Restated Master Bond Resolution
- CFX Board Questionnaire Responses – Valencia
- Survey Responses: Dashboard and Details
- CFX 2040 Visioning and Master Plan
- CFX General Traffic and Earnings Consultant's Annual Report
- CFX 5-Year Work Program
- Florida Transportation Commission – Transportation Authority Monitoring and Oversight Report
- U.S. PIRG Report – “A New Direction – Our Changing Relationship with Driving and the Implications for America's Future
- Toll Revenue Diversion – Credit Perspective – Fitch Ratings
- Metropolitan Orlando 2040 Long Range Transportation Plan

# Situational Analysis – Interviews

- CFX Executive Management
- Traffic and Revenue Consultant
- Financial Advisor
- Bond Counsel
- Regional MPO Executive Director
- LYNX Chief Executive Officer

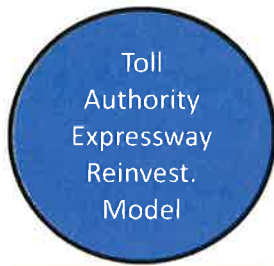
# Agency Reviews

- Types
  - Single facility
  - State toll agency
  - Reinvestment model
  - Multi-modal financier/ partnership
  - Agency own/ operate multi-modal



Chesapeake Bay Bridge/ Tunnel  
Peace Bridge

Pros  
Single purpose  
Predicable costs  
No risk of revenue “diversion”  
Cons  
Toll roads only  
Less responsive to community  
No leveraging opportunities



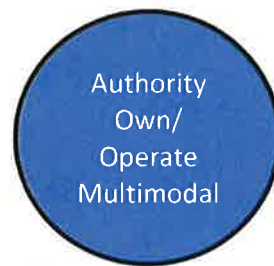
NTTA  
E- 470

Pros  
System Pledges  
Predicable costs  
System Expansion  
Minimal risk of revenue “diversion”  
Cons  
Toll roads only  
Little flexibility for investment  
Less responsive



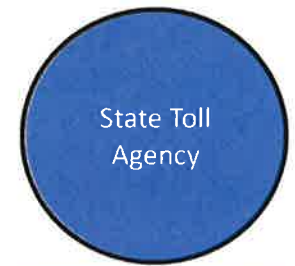
SRTA – Georgia  
SANDAG

Pros  
Provide corridor relief  
Benefits toll customers  
Integrated corridor management & funding  
Increased partnership opportunities  
Cons  
Some risk to base system funding



MTA, Golden Gate, PANYNJ  
DRPA

Pros  
Provide multimodal benefit to region  
Additional funding source for transit deficits  
Cons  
Debt rating concerns  
Limits reinvestment in base system  
Diversion risk increase



Penn., Ohio, Kansas, Indiana

Pros  
Statewide system coordination/ planning  
Mature revenue stream  
Cons  
Targets for state budget balancing, not urban focused

#### Characteristics and Considerations

- Population
- Population Density
- Modal Split
- System Maturity
- Toll Transaction/ capita
- Transit Passenger Trips/ capita
- Regional Value of Time
- Congested Peak Hour %
- Hours of Delay
- Annual Congestion Cost
- Congestion Index



# Project Criteria

- Driven by:
  - Statute
  - Master Bond Resolution
  - Bond Counsel Advice
  - CFX Debt Policy
  - FDOT/ CFX Wekiva Agreement
  - CFX Board Concurrence/ Adoption

## Observations, Early Findings

- Revenue authority model is regionally tailored
- Organizational structure can/ should evolve as region's needs evolve
- Recent trend seems to show spinning off economic development roles
- Total multi-modal integration models reserved for densely developed areas with no ability or appetite for additional highway capacity – mature urbanized areas
- Transit demand is high in areas with heavy multi-modal involvement

## Observations, Early Findings

- Current CFX Work Program uses much of the financial capacity indicating an on-going need for expressways
- Strong regional sense for CFX to be more engaged in multimodal – wide spectrum of opinion on how best
- Several examples of trading revenue authority sustainability for short-term expediency
  - Sale of Asset
  - Mandatory Diversion
  - Direct Subsidy

## Next Steps

- Discussions with:
  - MPOs – MetroPlan, Polk, Lake-Sumter, River to Sea, and Space Coast
  - Transit agencies - LYNX, SunRail, and Lake County
  - Higher Ed Institutions - Seminole State College, University of Central Florida, Valencia College, and Lake-Sumter College

# Schedule

	May	June	July	August	Sept	Oct	Nov
Situational Analysis							
Draft Project Criteria							
Plan Review							
Draft Report							
Final Report and Presentation							

# **F. 6.**

## **MAINTENANCE DEPARTMENT PRESENTATION**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MAINTENANCE DEPARTMENT OVERVIEW**  
Claude Miller, Director of Maintenance



# MAINTENANCE GOAL

The goal of the Maintenance Department is to efficiently and effectively maintain our assets - roadways, bridges and facilities - in a manner that will provide a safe and pleasing travel experience for our customers as well as for our employees and contractors who maintain and occupy those assets.





# MAINTENANCE CONTRACTS

- Roadway and Bridge Maintenance (2)
  - SR 408, SR 417, and SR 528
  - SR 429, SR 414, and SR 451
- Landscape Maintenance (2)
  - SR 408, SR 417, and Headquarters Building
  - SR 528, SR 429, SR 414, and SR 451
- Aquatic vegetation control for retention ponds (1)
- Bridge inspection (1)
- Overhead sign structures inspection (1)
- Facilities maintenance (1)
- Road Ranger Safety Service Patrol (1)



# DEPARTMENT TEAM



**Steve Geiss**  
Sr. Roadway Inspector



**Brad Osterhaus**  
Sr. Roadway Inspector



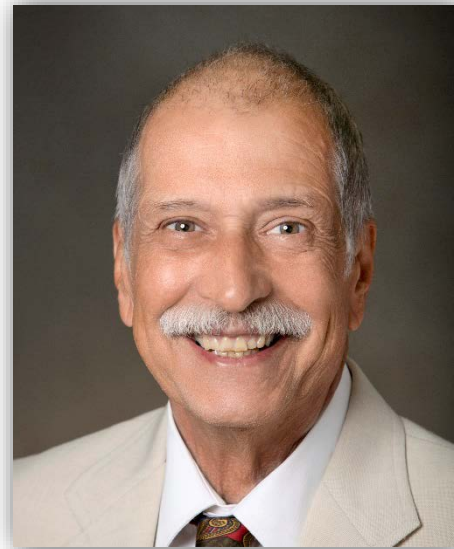
**Chris Bloodwell**  
Landscape Architect



# DEPARTMENT TEAM



**Matthew Bryant**  
Landscape Maintenance  
Inspector



**Robert Glasemann**  
Facilities Maintenance  
Supervisor



# TRANSPORTATION NETWORK

**109** centerline miles of roadway (767 lane miles)

**301** structures (bridges and box culverts)

**64** interchanges

**585** overhead sign structures

**13** mainline plazas

**71** ramp plazas

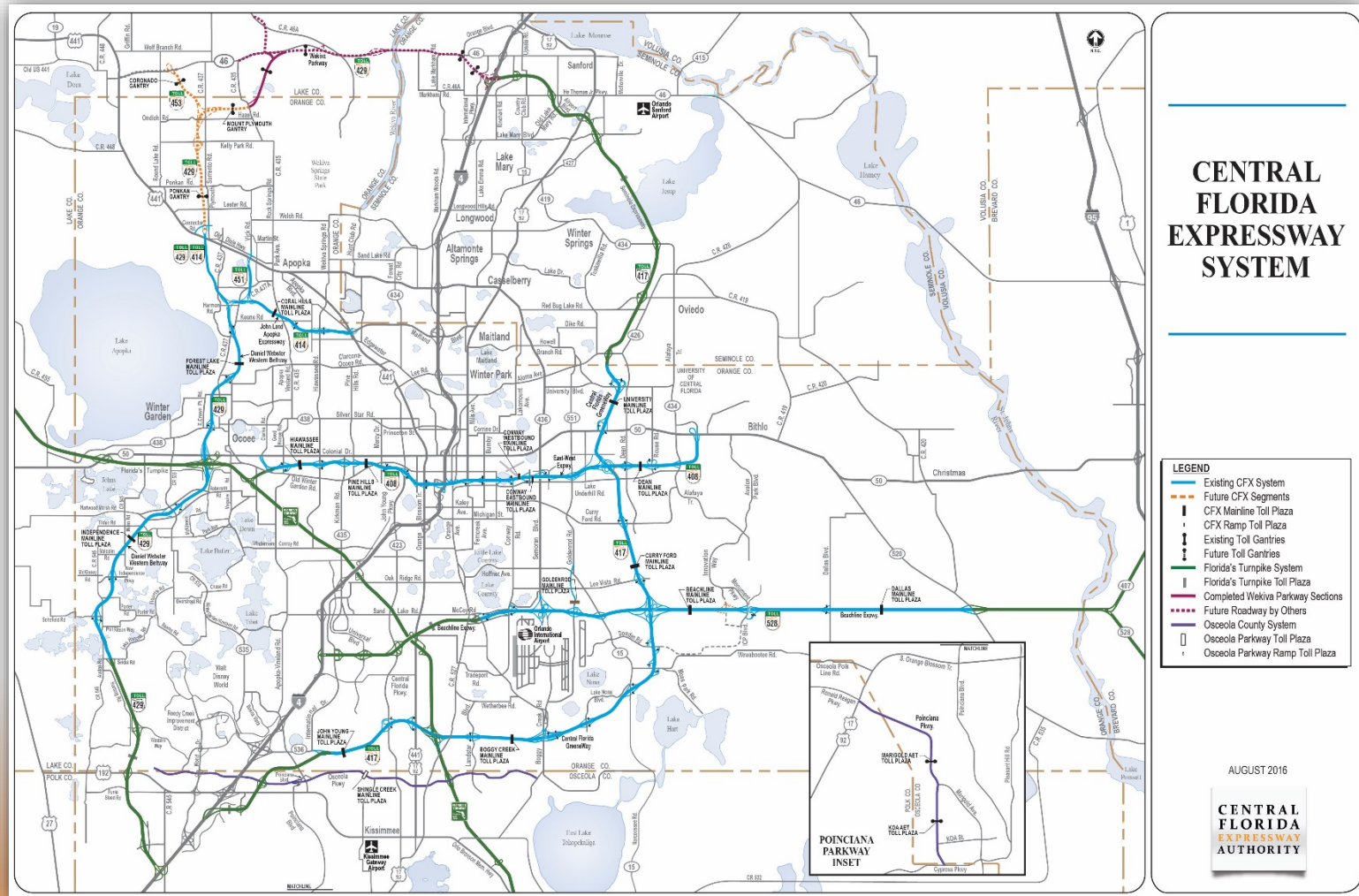
**2** rebate toll gantries

**173** retention ponds

**Administration and Operations Center** (Headquarters Building)



# TRANSPORTATION NETWORK





# ACTIVITIES & ACHIEVEMENTS

FY 15-16

- Repaired, replaced or installed more than 10,000 feet of fence
- Removed more than 200 tons of litter from the roadways
- Mowed more than 25,000 acres on roadsides and slopes
- Maintained more than 14 million square feet of planting beds and buffer planting areas
- Completed bridge and overhead sign repairs for more than 400 work orders from FDOT
- Received and reviewed more than 7,000 tickets from Sunshine State One Call regarding the location of our fiber optic network resulting in approximately 1,500 field responses



# ACTIVITIES & ACHIEVEMENTS

FY 15-16

- Responded to and resolved more than 450 maintenance calls from toll plaza managers and supervisors
- Replaced more than 46,000 reflective pavement markers along our roadways
- Completed the installation of 40 new air conditioners at mainline and ramp toll plazas on SR 417 to replace units that had reached “end-of-life”
- Road Ranger service performed more than 35,000 motorist “assists”



# QUESTIONS?