

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 10, 2017
9:00 a.m.

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

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

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **INTEROPERABILITY AGREEMENT** – *Laura Kelley, Executive Director* (action item)
2. **REVIEW OF STRATEGIC PLAN AND INITIATIVES** – *Laura Kelley, Executive Director and Michelle Maikisch, Chief of Staff, Public Affairs Officer* (info. item)
3. **S.R. 408 OPERATIONAL IMPROVEMENTS** – *Glenn Pressimone, Director of Engineering* (action item)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF
BOARD MEETING MINUTES

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
July 13, 2017**

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

Board Members Present:

Mayor Buddy Dyer, City of Orlando (Chairman)
Commissioner Fred Hawkins, Jr., Osceola County (Vice Chairman)
Jay Madara, Gubernatorial Appointment (Treasurer)
Commissioner Jim Barfield, Brevard County
Commissioner Brenda Carey, Seminole County
Andria Herr, Gubernatorial Appointment
Mayor Teresa Jacobs, Orange County
Commissioner Jennifer Thompson, Orange County

Board Members Participating by Phone:

Commissioner Sean Parks, Lake County
S. Michael Scheeringa, Gubernatorial Appointment

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

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

A. CALL TO ORDER

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

B. PUBLIC COMMENT

- 1) Mr. David Bottomley commented on lighting outages on SR 408 and SR 417.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Hawkins and seconded by Commissioner Carey to approve the May 12, 2017 Board Meeting Minutes as presented. The motion carried unanimously with ten (10) members voting AYE by voice vote.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

ACCOUNTING/FINANCE

1. Approval of Contract Award for Insurance Broker Services to Arthur J. Gallagher – Contract No. 001284 (Agreement Value: \$150,000)

ADMINISTRATIVE SERVICES

2. Approval of Metro Orlando Economic Development Commission Annual Investment (Investment Amount: \$50,000)
3. Approval of Supplemental Agreement No. 1 with Southern Strategy Group, Inc. for Legislative Advocacy and Consultant Services – Contract No. 000894 (Agreement amount not to exceed \$62,500)

CONSTRUCTION

4. Approval of construction contract modifications on the following projects:

a. Project 408-629	United Signs and Signals, Inc.	(\$3,302.48)
b. Project 599-912	The Integration Factory, Inc.	(\$3,459.40)
c. Project 429-203	Superior Construction Co. SE, LLC	\$21,663.61
d. Project 528-313	The Lane Construction Corp.	\$277,940.77
e. Project 599-411	Atlantic Civil Constructors Corp.	(\$7,756.78)
f. Project 528-138	Southland Construction, Inc.	\$107,120.00
g. Project 429-202	Prince Contracting, LLC	\$429,205.14
h. Project 253F	The Lane Construction Corp.	\$348,775.28
i. Project 599-525	Traffic Control Devices, Inc.	\$78,685.32
 5. Approval of Contract Award to SEMA Construction, Inc. for Southbound S.R. 417 to Westbound S.R. 528 Ramp Realignment Project No. 599-126 - Contract No. 001206 (Agreement Value: \$8,370,000)
 6. Approval of Contract Award to Tecta America Southeast LLC for Roof Replacement for Toll Plazas on S.R. 417 Project No. 417-744 – Contract No. 001262R (Agreement Value: \$609,562.07)
 7. Authorization to Advertise for Construction Management Consultant Services – Contract No. 001327
 8. Authorization to Advertise for Construction Bids Systemwide E-PASS Signage Project 599-630 – Contract No. 001329
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9. Approval of Contract Award to Kenyon & Partners, Inc. for S.R. 408 & S.R. 429 Toll Plaza Air Conditioner Replacements Project No. 599-732A – Contract No. 001247 (Agreement Value: \$592,735)
10. Approval of Contract Award to RK&K for Construction Engineering and Inspection Services for S.R. 408 Widening from S.R. 417 to Alafaya Trail Project 408-128 – Contract No. 001194 (Agreement Value: \$6,000,000)

ENGINEERING

11. Approval of Contract Renewal Agreement with CH2M Hill, Inc. for Wekiva Parkway – Contract No. 000746 (Agreement Value: \$0)
12. Approval of Echezabal & Associates, Inc. as Subconsultant for the Osceola Parkway Extension Concept, Feasibility & Mobility Studies Contract with CH2M Hill, Inc. – Contract No. 001248
13. Approval of Joel P. Leisch, P.E. as Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc. – Contract No. 001145
14. Approval of Final Ranking and Contract Award to CDM Smith for General Traffic and Earnings Consultant Services – Contract No. 001300 (Agreement Value: \$2,550,000)

INTERNAL AUDIT

15. Acceptance of Internal Audit Reports
 - a. Purchasing Spend Data Audit
 - b. Accounting System and SOD Review
 - c. Human Resources Process Review
 - d. Business Continuity Management Review
 - e. Information Security Risk Assessment Phase I
 - f. Customer Service Center Performance Assessment
 - g. Discount / Rebate Program Audit
 - h. Fiscal 2018 Internal Audit Plan

LEGAL

16. Approval of Florida Department of Environmental Protection's Request to Terminate Lease on Neighborhood Lakes Property
17. Authorization to Accept Settlement in the amount of \$592,928 for Parcel 169/869 (Cynthia A. Cioci) – Project No. 429-203
18. Authorization to Accept Settlement Proposal in the amount of \$854,825 for Parcels 112 (Parts A & B)/712 (Cynthia J. Henderson and Robert S. Henderson), Project 429-202
19. Approval of Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a Duke Energy for Parcels 311, 312, 314, 316, 319, 320, 322, 328, 335, 811, 816, 820, and 822, Project 429-206
20. Approval of Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a Duke Energy for Parcels 241, 242, and 259, Project 429-204
21. Approval of Proposed Settlement Agreement in the amount of \$146,254.18 with Bank of America, N.A. for Parcel 259, Project 429-204

22. Approval of Proposed Settlement Agreement in the amount of \$833,640.24 with Thomas Olin Mahaffey, Jr. and Julie Mahaffey for Parcel 288, Project 429-205
23. Approval of Proposed Settlement Agreement in the amount of \$299,240 with Deborah Day and Tom Braceland for Parcel 312, Project 429-206
24. Approval of Proposed Settlement Agreement in the amount of \$933,898.50 with Aran Glenn Carter, for Parcel 253, Project 429-204
25. Approval of Proposed Settlement Agreement in the amount of \$142,494.89 with Kenneth W. Morris for Parcels 287/887, Project 429-205
26. Approval of Proposed Settlement Agreement in the amount of \$240,000 with Michael Tyszko for Parcel 228, Project 429-203
27. Approval of Real Estate Purchase Agreement for the amount of \$750 with Eastmar Commons Partnership for Parcel 814, Project 408-128
28. Approval of Settlement Agreement to Settle the Outstanding Expert Fees and Costs for the amount of \$91,335 with Phillips M. Simmons for Parcel 168, Patrick E. Watson and Teresa A. Watson for Parcel 179, American Finance, LLC for Parcel 251, Robert P. Brown and Lois C. Brown for Parcel 258, Alan L. Bridges and Karen Y. Bridges for Parcel 318, and Judy Yeomans for Parcel 319

MAINTENANCE

29. Authorization to Execute Cooperative Purchase Agreement with G4S Secure Solutions (USA) Inc., for Security Guard Services - Contract No. 001319 (Agreement Value: \$227,052)
30. Approval of Supplement Agreement No. 1 to Infrastructure Corporation of America for Roadway Maintenance Services – Contract No. 001152 (Agreement Value: \$1,877,324)
31. Authorization to Execute Cooperative Purchase Agreement with KMG Fence, LLC for Fence Installation and Repairs – Contract No. 001326 (Agreement Value: \$150,000)
32. Approval of Contract Renewal with Southern Aquatic Management, Inc. for Aquatic Vegetation Control – Contract No. 001003 (Agreement Value: \$209,720)
33. Approval of Supplemental Agreement No. 5 to Florida Turnpike Services, LLC for Road Ranger Safety Service Patrol – Contract No. 000964 (Agreement Value: \$259,168)
34. Authorization to Execute Cooperative Purchase Agreement with Traffic Engineering and Management LLC d/b/a Control Specialists for Traffic Signal Maintenance Services – Contract No – 001322 (Agreement Value: \$500,000)
35. Approval of Dean's Environmental Inc. as Subconsultant for the Roadway and Bridge Maintenance Services Contract with Jorgensen Contract Services, LLC – Contract No. 001151

OPERATIONS

36. Approval of Nebbia Technology LLC as Subconsultant for the Toll System Upgrade Project Contract with Transcore – Contract No. 001021
37. Approval of Staffing Now, Inc. a.k.a. SNI as Subconsultant for the Toll System Upgrade Project with Transcore - Contract No. 001021
38. Approval of Supplemental Agreement 18-01 for System Hardware Maintenance with TransCore, LP – Contract No. 000178 (Agreement Value: Not to exceed \$286,718.29)
39. Approval of revisions to E-PASS User Agreement

40. Approval of Contract Renewal with Kapsch TrafficCom Transportation NA, Inc. for Maintenance of ITS Infrastructure – Contract No. 001283 (Agreement Value: \$1,301,325.93)
41. Approval of Final Ranking and Authorization to enter into Fee Negotiations with DRMP for The Supplemental Data Collection Sensor and CCTV Deployment Project No. 599-537 – Contract No. 001285
42. Approval of Purchase Order to Intelligent Transportation Services, Inc. for High Definition CCTV Cameras - Project No. 599-528 (Agreement Value: \$84,800)

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve the Consent Agenda as presented. The motion carried unanimously with ten (10) members voting AYE by voice vote.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Dyer introduced and welcomed Brevard County Commissioner Jim Barfield to the CFX Board.
- Chairman Dyer invited everyone to the Wekiva Parkway Ribbon Cutting on July 27 at 9:00 a.m.
- Chairman Dyer thanked TransCore for generously producing a limited run of "Orlando United" transponders for CFX in memory of the lives lost or impacted by the Pulse tragedy.
- Since we last met, the CFX team is continuing to meet with Florida's Turnpike Enterprise on the interoperability agreement between the agencies.
- Members from the International Drive ETC Board sent a letter of support to Governor Scott in support of the transfer of certain Turnpike corridors located within Central Florida to CFX.

2. TREASURER'S REPORT

Mr. Madara reported that toll revenues for May were \$37,568,114 which is 8% above projections and 9% above prior year. CFX's total revenues were \$38.9 million for the month.

Total OM&A expenses were \$6.4 million for the month and \$62.7 million year-to-date, which is 8% under budget.

After debt service the total net revenue available for projects was \$18 million for May and \$180 million year-to-date. Our projected year end senior lien debt service ratio is 2.11 which is higher than our budgeted ratio of 1.98.

After debt service, the total net revenue available for projects was \$20 million for March and \$146 million year-to-date. Our projected year end senior lien debt service ratio is 2.08 which is higher than our budgeted ratio of 1.98

Mr. Madara reported that he, CFX staff, and finance team will travel to NY on July 17 to present to the three rating agencies.

3. **EXECUTIVE DIRECTOR'S REPORT**

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

F. **REGULAR AGENDA ITEMS**

1. **AMENDMENTS TO BOARD RULES OF PROCEDURE AND COMMITTEE CHARTERS TO INCLUDE BREVARD COUNTY**

General Counsel Joseph Passiatore has amended the Board Rules of Procedure and Committee Charters to implement the recently passed state legislation expanding the governing board to include a representative from the Brevard County Commission. Mr. Passiatore explained the updated chairmanship rotation schedule.

A motion was made by Mayor Jacobs and seconded by Commissioner Carey to approve the amendments to the CFX Board Rules of Procedure and to the Charters of standing committees to reflect the addition of Brevard County to the CFX governing board. The motion carried unanimously with ten (10) members voting AYE by voice vote.

2. **EXECUTIVE ASSISTANT APPOINTMENT**

Executive Director Laura Kelley informed the Board that Executive Assistant Darleen Mazzillo will be retiring on August 15 after over 30 years at OOCEA/CFX. We are in the process of hiring her replacement.

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

3. **APPROVAL OF LAKE/ORANGE CONNECTOR FEASIBILITY AND PROJECT DEVELOPMENT STUDY (US 27 TO SR 429)**

Director of Engineering Glenn Pressimone requested Board approval to advertise for a Professional Services Consultant to perform a Feasibility/Project Development and Environment Study of a proposed Lake/Orange County Connector.

Since 1992 the Expressway Authority has considered projects to relieve SR 50 in the area of southeast Lake County and west Orange County. As a result of recent meetings with Lake County Commissioner Parks and Orange County Commissioner VanderLey, staff has requested the CFX

Traffic and Revenue Consultant, CDM Smith to move forward with a study of the possibility of a Lake/Orange connector as a future endeavor

Mr. Pressimone explained the three options being considered by CDM Smith, including the pros and cons of each and preliminary estimated revenues.

Mr. Pressimone explained the Traffic & Revenue Study objectives and approach.

A motion was made by Mayor Jacobs and seconded by Commissioner Parks to authorize advertisement for a Professional Services Consultant to perform a Feasibility/Project Development and Environment Study of the proposed Lake/Orange County Connector. The motion carried unanimously with ten (10) members voting AYE by voice vote.

4. APPROVAL OF CONTRACT AWARD TO LANE CONSTRUCTION CORPORATION FOR SR 408 WIDENING FROM SR 417 TO ALAFAYA TRAIL – PROJECT NO. 408-128

Director of Engineering Glenn Pressimone requested Board approval to award the contract to The Lane Construction Corporation for the SR 408 Widening from SR 417 to Alafaya Trail in the amount of \$76,299,999.

A motion was made by Commissioner Thompson and seconded by Mr. Madara to award the contract to The Lane Construction Corporation for the SR 408 Widening from SR 417 to Alafaya Trail in the amount of \$76,299,999. The motion carried unanimously with ten (10) members voting AYE by voice vote.

Commissioner Carey requested that the Work Plan estimates be included in the backup materials for contract awards, in addition to the Engineer's Estimate which is currently provided.

5. EXPRESSWAY CONGESTION RELIEF PLAN

Executive Director Laura Kelley talked about the analysis that was done by our Traffic and Revenue Consultant, CDM Smith. Their findings show that tolls are moderate along SR 408 and our goal of moving 10% of the traffic to off peak hours is not possible. In addition, peak hour traffic on SR 408 begins at the I-4/SR 408 Interchange. Because there are only two lanes in each direction during the construction, there is not a lot we can do.

Director of Engineering Glenn Pressimone reported on what CFX is doing to provide congestion relief in its Five-Year Work Plan. He provided an overview of the recurring congestion locations that exists during peak hour travel throughout our system.

The Five-Year Work Plan approved in May of 2017 contains several capital projects that will greatly relieve the congestion locations. Five of the eight projects are currently in the construction phase and are scheduled to be completed by the end of 2019. The remaining three projects are currently

in the design or final concept phase and are scheduled to be fully constructed by the end of 2020. When complete, a total investment of over \$580 million will have been made for construction of these projects.

Mr. Pressimone presented a series of slides that show concept plots of the average travel speeds along SR 408, SR 417 and SR 528 for current and future conditions.

Ms. Kelley reported that we are having discussions regarding operational improvements on the downtown surface roads and that we intend to bring some solutions to the Board at the next meeting.

Discussion was held regarding the Orange Avenue ramp closure due to the I-4 Ultimate Project. Mr. Pressimone talked about meetings held with FDOT regarding traffic impacts due to the ramp closure. Board members stressed that in depth analysis, communication with the public and real-time knowledge of traffic is essential.

G. BOARD MEMBER COMMENT

Commissioner Parks welcomed Commissioner Barfield to the CFX Board.

Mayor Jacobs suggested that we look into web conferencing for members who call into the Board meetings.

H. ADJOURNMENT

Chairman Dyer adjourned the meeting at 10:00 a.m.

Buddy Dyer
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2017.

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

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA

August 10, 2017

ACCOUNTING/FINANCE

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

CONSTRUCTION

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

a. Project 253F	The Lane Construction Corp.	\$40,492.11
b. Project 528-313	The Lane Construction Corp.	\$328,278.62
c. Project 599-525	Traffic Control Devices, Inc.	(\$91,123.80)
5. Approval of Contract Award for construction of a Pre-Cast Wall to Prince Contracting LLC – Contract No. 001338/Project No. 429-202A (Agreement value: \$184,734.54)
6. Authorization to advertise for construction bids for the Renovation of the East Side Service Center – Contract No. 001337

ENGINEERING

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

MAINTENANCE

9. Approval of Contract Award for SR 417/Boggy Creek Road Systems Interchange Landscape Improvements to LaFleur Nurseries and Garden - Contract No. 001311/Project No. 417-301D (Agreement value: \$1,410,713)

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10. Approval of Los Dos Amigos Landscaping, LLC as subconsultant to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services – Contract No. 001151

OPERATIONS

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

CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Marc Ventura, Manager of Accounting and Finance *MV*

DATE: July 28, 2017

SUBJECT: Approval of Insurance Proposal with FMIT Contract 000392

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for advice and the solicitation and evaluation of proposals for insurance coverage. Our current insurance policy for Workers Compensation/Employer's Liability, General Liability & Public Officials Liability, Automobile Liability, and Property & Crime expires on 9/30/17, and is with Florida Municipal Insurance Trust (FMIT), administered by the Florida League of Cities.

Gallagher marketed the CFX's package program again this year. There were a total of five carriers that were approached. Other than the FMIT quote, Gallagher received three declinations, and one indication that was not competitive. The renewal quote from FMIT for the upcoming year of 10/1/17 to 9/30/18 has a policy premium for \$152,691.00. This is a decrease of .5% from last year's premium.

Gallagher recommends renewing the policy with FMIT for the following reasons:

- FMIT is one of the few insurers which is able/willing to provide coverage for the unique exposure posed by CFX's roadways.
- Gallagher has found FMIT to have an on-going stable program.
- This quote is competitively solicited as noted above.

This year we directed Gallagher to also obtain quotes for coverage for cyber liability. We received quotes from three carriers for coverage of \$1 million, \$3 million and \$5 million. Gallagher recommends the \$5 million coverage offered by Travelers at a premium of \$42,241.00.

Staff concurs with Gallagher's recommendations and requests that the Board approve the insurance policy for 10/1/17 to 9/30/18 with FMIT at a premium not to exceed \$158,000.00. (which will allow for possible slight increases or additions for property). Staff also concurs with Gallagher's recommendation for cyber liability and requests the Board to approve the Traveler's policy for \$42,241.00. These amounts are included in the FY 2018 adopted Budget.

Reviewed by: 
Lisa Lumbard, Chief Financial Officer

Insurance Proposal Prepared For

Central Florida Expressway Authority

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

Presented: Revised July 31, 2017



Arthur J. Gallagher & Co.

Chris Connelly ARM-P, ARe
Area Senior Vice President

Arthur J. Gallagher Risk Management Services, Inc.
200 S. Orange Avenue
Orlando, FL 32801

Chris_Connelly@ajg.com
www.ajg.com

Central Florida Expressway Authority

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Central Florida Expressway Authority

Executive Summary

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

This program renews October 1, 2017 for a period of one year and includes coverage for Real and Personal Property, Time Element, Machinery & Equipment Breakdown, Crime, Faithful Performance, General Liability, Employee Benefits Administration Liability, Errors & Omissions (Public Officials) Liability, Employment Practices Liability, Auto Liability, Auto Physical Damage and Workers Compensation / Employers Liability.

CFX EXPOSURE CHANGES

The most significant change for CFX's casualty renewal in 2017 was the increase in exposure for property and workers compensation. CFX's exposures increased from expiring as follows:

Exposure	2016	2017	% CHANGE
Property Insured Values	\$32,225,713	\$33,758,014	+5%
Workers Compensation Payroll	\$6,453,479	6,877,044	+7%

2017 MARKETING & RENEWAL RESULTS

We presented CFX package program to three carriers this year in an effort to provide the most comprehensive and cost effective insurance program. Additionally, we have several options to consider with your current insurers should the Authority desire to retain more risk.

CARRIER	RESPONSE	COMMENTS
Florida Municipal Insurance Trust	Quoted	Package: \$152,691 Property Deductible \$5K / 3% Named Storm Liability Deductible \$0 Auto Physical Damage Deductible \$500 WC Deductible \$0 *NOTE: FMIT has over the past several years paid a member dividend back to CFX. This dividend check to CFX is projected to be \$6,318 after the 10/1/2017 renewal is bound
Public Risk Management of Florida	Indication, Not-Competitive	Package: Declined to formally quote as their pricing continues to be dramatically higher than FMIT
Brit – Lloyds	Indication, Not Competitive	Package: Indicated a minimum premium of \$150,000 for \$50,000 self-insured retention for all lines of insurance. Additionally, Brit cannot insure the full property limit which would result in additional premium costs.
Travelers Group	Declined to Quote	Traveler's Public Entity team prefers to underwrite cities, municipalities and utilities. CFX does not fall within their underwriting guidelines.

Central Florida Expressway Authority

Executive Summary (Cont.)

OneBeacon Government Risk	Declined to Quote	CFX's risk is outside their underwriting appetite. They write cities, counties, water/sewer districts and public transit authorities (bus and van systems).

Currently, the CFX FMIT package program is on guaranteed cost with the only deductible applying being a \$5,000 property deductible and \$500 comp/collision for auto physical damage coverage. FMIT has provided the below deductible options of \$5,000, \$25,000 and \$50,000 across all lines of coverages.

Option 1: As expiring and noted above

Option 2: Higher Deductible of \$5,000 with FMIT

- Provides CFX roughly \$6,015 premium savings; however, CFX must retain all losses of \$5,000 and below.
- Based on the May 31st, 2017 loss run the past 4.66 years if CFX had a \$5,000 deductible, CFX total incurred losses would of been \$42,529
- Therefore we would project based on your past performance your average annual deductible cost be \$9,113
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

Option 3: Higher Deductible of \$25,000 with FMIT

- Provides CFX roughly \$14,283 in premium savings; however, CFX must retain all losses up to \$25,000
- Based on the May 31st, 2017 loss run the past 4.66 years if CFX had a \$25,000 deductible the total incurred losses would have been \$97,260
- In this scenario your average annual losses using the \$25,000 deductible would be \$20,840
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

Option 4: Higher Deductible of \$50,000 with FMIT

- Provides CFX roughly \$21,114 in premium savings; however, CFX must retain all losses of \$50,000 and below.
- Based on the May 31st, 2017 loss run the past 4.66 years if CFX had a \$25,000 deductible the total incurred losses would have been \$122,260
- As a result if CFX had a \$25,000 deductible your average annual cost would be \$26,197
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

An overview of the total premium from last year, as well as these options for consideration is shown on the next page.

Central Florida Expressway Authority

Executive Summary

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM				
		CARRIER	COST	CARRIER	OPTION 1 AS EXPIRING	OPTION 2 \$5,000 DEDUCTIBLE	OPTION 3 \$25,000 DEDUCTIBLE	OPTION 4 \$50,000 DEDUCTIBLE
Package Policy Including: Property including B&M; Crime, Finance Director Bond & Faithful Performance; General Liability including EBL; Public Official Liability including EPL; Auto Liability; Auto Physical Damage; Workers Compensation/ Employee Liability	Premium	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	\$51,235	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	\$50,777	\$50,777	\$50,327	\$49,697
	Estimated Cost		Included		Included	Included	Included	Included
	Annualized Cost		Included		Included	Included	Included	Included
	TRIA Premium		Included		Included	Included	Included	Included
			\$17,996		\$18,557	\$17,472	\$15,915	\$15,110
			Included		Included	Included	Included	Included
			\$30,155		\$34,009	\$33,594	\$32,309	\$31,315
			\$4,458		\$4,592	\$4,116	\$3,679	\$3,458
			\$1,826		\$2,030	\$2,030	\$2,030	\$2,030
			\$47,772		\$42,726	\$38,687	\$34,148	\$29,967
FMIT Total Estimated Program Cost			\$153,442		\$152,691	\$146,676	\$138,408	\$131,577
Percentage Change from Expiring					-49%	-4.41%	-9.80%	-14.25%

Central Florida Expressway Authority

Executive Summary

Details of FMIT's offer for the 10/1/17 renewal are outlined in this proposal and the total premium for 2017 is **\$152,691**. This is a decrease of approximately **-.49%** from expiring which is a result of FMIT decreasing the property, general liability and workers compensation. NCCI increased their rates as of December 1, 2016 and was an average rate change on your classifications of 14%. However, CFX's Experience Modification went down 22% which help offset your increase in the rates and payroll.

In 2016 there was Supreme Court decisions regarding workers compensation that will materially impact the market going forward. A brief summary of the two primary cases are shown below:

- Marvin Castellanos v. Next Door Company, 5-to-2 decision, concluded that the mandatory attorney fee schedule established in section 440.34 of the Florida Statutes is unconstitutional under both the Florida and United States Constitutions as a violation of due process.
- Bradley Westphal vs. City of St. Petersburg, 104-week limitation on total disability benefits unconstitutional. The anticipated impact of the decision is a combined 260-week limitation on temporary disability benefits.

It is still too early to predict the long term effects on CFX going forward. However, we would expect CFX to experience increased workers compensation claim costs. NCCI may also need to re-adjust rates again prior to your 2018 renewal. We will keep CFX aware of any future changes with respect to material changes to the Workers Compensation statute or NCCI rate filings.

FMIT has released their changes to Coverage Trust Agreement and the summary they provided is included within the Proposal. FMIT has not confirmed whether any changes will apply to any other coverage forms. As soon as we have this information, we will advise.

OPTIONAL COVERAGE – CYBER & PRIVACY LIABILITY

Our team has successfully negotiated Cyber Liability programs for Central Florida Expressway Authority. We have included our marketing strategy and results below.

- **Program Comparison**

Below is a summary of our proposed options for this year's Cyber Liability program. Coverage enhancements are highlighted in green in the table below for each option.

Central Florida Expressway Authority

Executive Summary (Cont.)

o \$1M Options

- Travelers & Chubb – Include \$1M Data Restoration Coverage
- Chubb – \$0 Breach Coach Retention
- Travelers – 8 Hour Network Interruption Waiting Period
- FMIT – Provided an indication of \$22,500 with a \$25k deductible

Item	AIG 17-18	Travelers 17-18	Chubb 17-18
Aggregate	\$1,000,000	\$1,000,000	\$1,000,000
1st Party Coverage			
Breach Response Expenses	\$1,000,000	\$1,000,000	\$1,000,000
Cyber Extortion	\$1,000,000	\$1,000,000	\$1,000,000
Network Interruption	\$1,000,000	\$1,000,000	\$1,000,000
Data Restoration		\$1,000,000	\$1,000,000
PCI	\$1,000,000	\$1,000,000	\$1,000,000
Reputation Guard	\$50,000	Included	Included
3rd Party Coverage			
Network and Information Security Liability	\$1,000,000	\$1,000,000	\$1,000,000
Multi Media Liability	\$1,000,000	\$1,000,000	\$1,000,000
Regulatory Liability	\$1,000,000	\$1,000,000	\$1,000,000
Retention & Premium			
Retention	\$25,000	\$25,000	\$50,000
Network Interruption Waiting Period	12 Hours	8 Hours	12 Hours
Premium	\$14,649.00	\$17,297.00	\$31,763.00

Central Florida Expressway Authority

Executive Summary (Cont.)

- **\$3M Options**
 - Travelers & Chubb – Include \$3M Data Restoration Coverage
 - AIG & Travelers – Lower Retention at \$25,000
 - Chubb – \$0 Breach Coach Retention
- Travelers – 8 Hour Network Interruption Waiting Period

Item	AIG 17-18	Travelers 17-18	Chubb 17-18
Aggregate	\$3,000,000	\$3,000,000	\$3,000,000
1st Party Coverage			
Breach Response Expenses	\$3,000,000	\$3,000,000	\$3,000,000
Cyber Extortion	\$3,000,000	\$3,000,000	\$3,000,000
Network Interruption	\$3,000,000	\$3,000,000	\$3,000,000
Data Restoration		\$3,000,000	\$3,000,000
PCI	\$3,000,000	\$3,000,000	\$3,000,000
Reputation Guard	\$50,000	Included	Included
3rd Party Coverage			
Network and Information Security Liability	\$3,000,000	\$3,000,000	\$3,000,000
Multi Media Liability	\$3,000,000	\$3,000,000	\$3,000,000
Regulatory Liability	\$3,000,000	\$3,000,000	\$3,000,000
Retention & Premium			
Retention	\$25,000	\$25,000	\$100,000
Network Interruption Waiting Period	12 Hours	8 Hours	12 Hours
Premium	\$34,734.00	\$33,146.00	\$67,959.00

Central Florida Expressway Authority

Executive Summary (Cont.)

o **\$5M Options**

- Travelers & Chubb – Include \$5M Data Restoration Coverage
- AIG – \$50,000 Retention
- Travelers – \$35,000 Retention
- Chubb – \$150,000 Retention
- Chubb – \$0 Breach Coach Retention
- Travelers – 8 Hour Network Interruption Waiting Period
- FMIT – Provided an indication of \$41,200 with a \$50k deductible

Item	AIG 17-18	Travelers 17-18	Chubb 17-18
Aggregate	\$5,000,000	\$5,000,000	\$5,000,000
1st Party Coverage			
Breach Response Expenses	\$5,000,000	\$5,000,000	\$5,000,000
Cyber Extortion	\$5,000,000	\$5,000,000	\$5,000,000
Network Interruption	\$5,000,000	\$5,000,000	\$5,000,000
Data Restoration		\$5,000,000	\$5,000,000
PCI	\$5,000,000	\$5,000,000	\$5,000,000
Reputation Guard	\$50,000	Included	Included
3rd Party Coverage			
Network and Information Security Liability	\$5,000,000	\$5,000,000	\$5,000,000
Multi Media Liability	\$5,000,000	\$5,000,000	\$5,000,000
Regulatory Liability	\$5,000,000	\$5,000,000	\$5,000,000
Retention & Premium			
Retention	\$50,000	\$35,000	\$150,000
Network Interruption Waiting Period	12 Hours	8 Hours	12 Hours
Premium	\$47,446.00	\$42,241.00	\$86,215.00

• **Recommended Program**

Our team recommends the \$5M option with Travelers due to the following enhancements below.

- o \$5M Data Restoration Limit – Covers the cost the repair or replace data that has been lost, stolen, or corrupted
- o 8 Hour Network Interruption Waiting Period – Time period deductible requirement for the Network Interruption coverage
- o \$35,000 Deductible

We appreciate the opportunity to work with the Authority. In the following pages, we have provided further details on the insurance coverages. Thank you again for allowing us to be your partner in this placement.

Chris Connelly

Carmen Bishop

Wednesday July 26th 2017

Central Florida Expressway Authority

Marketplace Review

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

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
Florida Municipal Insurance Trust	Package	Recommended Quote
Public Risk Underwriters (Program Management Services)	Package	Declined to Quote - Does Not Fit Underwriting Requirement
Brit Global Specialty USA	Package	Indication (Written)* / Property would only provide \$1M in limits subject to a \$50K deductible. Liability would be at a minimum of \$150K for a \$5M limit
Travelers Group	Package	Declined to Quote - Traveler's Public Entity team prefers to underwrite cities, municipalities and utilities. CFX does not fall within their underwriting guidelines.
OneBeacon Government Risk	Package	Declined to Quote - CFX's risk is outside their underwriting appetite. They write cities, counties, water/sewer districts and public transit authorities (bus and van systems).
Travelers Casualty and Surety Co of America	Cyber Liability	Recommended Quote; \$5M Limit / \$35K Retention
Illinois National Insurance Company	Cyber Liability	Quoted
ACE American Insurance Company	Cyber Liability	Quoted
Florida Municipal Insurance Trust	Cyber Liability	Indication (Written)* / \$1M Limits with \$25K Retention: \$22,500 \$5M Limits with \$50K Retention: \$41,200 \$10M Limits with \$100K Retention: \$57,000

*The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

Central Florida Expressway Authority

Premium Summary

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

LINE OF COVERAGE		EXPIRING PROGRAM CARRIER EXPIRING COST		PROPOSED PROGRAM CARRIER ESTIMATED COST	
Package	Premium	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	\$153,442.00	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	\$152,691.00
	Estimated Cost Annualized Cost TRIA Premium		\$153,442.00 \$0.00 Included		\$152,691.00 - Included
Cyber Liability	Premium	N/A	N/A	Travelers Casualty & Surety Company of America	\$42,241.00
	Estimated Cost Annualized Cost TRIA Premium				\$42,241.00
Total Estimated Program Cost			\$153,442.00		\$194,932.00

Quote from Florida Municipal Insurance Trust (Florida Municipal Insurance Trust) is valid until 10/1/2017
 Quote from Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.) is valid until 10/1/2017
 Quote from Illinois National Insurance Company (American International Group, Inc) is valid until 10/1/2017
 Quote from ACE American Insurance Company (ACE Group) is valid until 8/10/2017

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

Package
 Cyber Liability
 Property

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

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2017

SUBJECT: Approval of Contract Award for Financial Advisor Services to
PFM Financial Advisors, LLC
Contract No. 001245

Request for Proposals (RFP) from qualified firms to provide financial advisory services was advertised on June 11, 2017. Responses were received from two (2) firms by July 6, 2017, the deadline for submittal of Technical Proposals. Those firms were: FirstSouthWest and PFM Financial Advisors, LLC.

The Evaluation Committee met on July 14, 2017 to score the technical proposals. After the scores were tallied using the raw scores assigned by each committee member and averaged, the price proposals were opened and scored.

The combined scores for the Technical Proposals and Fee Proposals as submitted by each firms were calculated and the result is shown below:

<u>Firm</u>	<u>Total Points</u>	<u>Ranking</u>
PFM Financial Advisors, LLC	95.46	1
FirstSouthWest	89.75	2

The Finance Committee at its July 31, 2017 meeting accepted the ranking and recommended PFM Financial Advisors, LLC to be awarded the contract.

Board award of the contract to PFM Financial Advisors, LLC with a not to exceed amount of \$765,000.00 for an initial term of three (3) years is requested.

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

Reviewed by: 

Lisa Lumbar
Chief Financial Officer

RFP-001245 Final Ranking Committee Meeting July 14, 2017 Minutes

Evaluation Committee for **Financial Advisor Services; RFP-001245**, held a duly noticed meeting on Friday, July 14, 2017, commencing at 10:05 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Lisa Lombard, CFO
Michael Carlisle, Director of Accounting and Finance
Marc Ventura, Assistant Manager of Accounting and Finance
Stephen Koontz, Chairman, Finance Committee

Other Attendees:

Aneth Williams, Director of Procurement
Saul Rivas, Procurement Analyst
Angela Melton, Manager of Communications

Discussion and Motions:

Aneth started the meeting with introductions, collection of the committee member disclosure forms, and explained that the purpose of today's meeting was to evaluate the firms, open the price proposals, finalize the evaluation, and make a recommendation to be presented to the Finance Committee for recommendation to the Board.

Proposal Evaluation Portion:

The Committee members individually scored the technical proposals and submitted them to Aneth, who then tallied the score sheets utilizing the raw scores assigned by each committee member and averaged the raw scores for each proposal received. Below are the results:

<u>Proposer</u>	<u>Total Raw Points</u>	<u>Average Points</u>
FirstSouthWest	339	84.75
PFM Financial Advisors, LLC	364	91.00

Pricing

Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
FirstSouthwest	\$681,800.00	5
PFM Financial Advisors, LLC	\$765,000.00	4.46

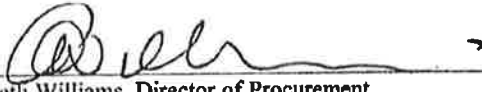
Total Points and Rankings

<u>Proposer</u>	<u>Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
FirstSouthwest	84.75	5	89.75	2
PFM Financial Advisors, LLC	91.00	4.46	95.46	1

The Committee will make a recommendation to the Finance Committee at its next meeting on July 31, 2017, to approve the ranking and recommend award of the Contract to the top ranked Proposer PFM Financial Advisors LLC.

There being no further business to come before the Committee, the meeting was adjourned at 10:33 a.m. These minutes are considered to be the official minutes of the evaluation and opening of the Price Proposals by the Evaluation Committee at its meeting held Friday, July 14, 2017.

Submitted by:


Aneth Williams, Director of Procurement

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


Lisa Lombard, CFO

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
FINANCIAL ADVISOR SERVICES; Contract No. 001245

EVALUATOR	FIRSTSOUTHWEST		PFM FINANCIAL ADVISORS							
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Lisa Lombard	77		91							
Michael Carlisle	86		90							
Marc Ventura	86		91							
Stephen Koontz	90		92							
TOTAL	339		364		0		0			
AVG. TECH. POINTS	84.75		91.00		#DIV/0!		#DIV/0!			

PRICE PROPOSAL SUMMARY			POINT TOTALS AND FINAL RANKING				
PROPOSER	PROPOSAL AMOUNT	POINT VALUE	PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
FIRSTSOUTHWEST	\$681,800.00	5.00	FIRSTSOUTHWEST	84.75	5.00	89.75	2
PFM FINANCIAL ADVISORS	\$765,000.00	4.46	PFM FINANCIAL ADVISORS	91.00	4.46	95.46	1

Committee Members:

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

7/14/2017

7/14/2017

7/14/2017

7/14/2017

CONTRACT
Contract No. 001245

This Contract is made this 10th day of August, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and PFM FINANCIAL ADVISORS, LLC, a Pennsylvania corporation, registered and authorized to do business in the State of Florida, whose principal address is 300 S. Orange Avenue, Suite 1170, Orlando, Florida 32801 hereinafter "the FINANCIAL ADVISOR."

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a FINANCIAL ADVISOR to provide financial advisory services and related tasks as may be assigned to the FINANCIAL ADVISOR by CFX; and

WHEREAS, on or about June 11, 2017, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and

WHEREAS, FINANCIAL ADVISOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and

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

1. SERVICES TO BE PROVIDED

The FINANCIAL ADVISOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing financial advisory services as detailed in the Addendum to the Scope of Services attached as **Exhibit "A"** and incorporated by reference as though set forth fully herein.

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

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by FINANCIAL ADVISOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide FINANCIAL ADVISOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for FINANCIAL ADVISOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify FINANCIAL ADVISOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. FINANCIAL ADVISOR will be paid for all work properly performed prior to termination. FINANCIAL ADVISOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If FINANCIAL ADVISOR: (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, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the FINANCIAL ADVISOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$765,000.00.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the FINANCIAL ADVISOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by FINANCIAL ADVISOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by FINANCIAL ADVISOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the FINANCIAL ADVISOR or any subcontractor. By submitting a response to the Request for Proposal, FINANCIAL ADVISOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and FINANCIAL ADVISOR refuses such access or review, FINANCIAL ADVISOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of FINANCIAL ADVISOR. These provisions shall not be limited in any manner by the existence of any FINANCIAL ADVISOR claims or pending litigation relating to the Contract. Disqualification or suspension of the FINANCIAL ADVISOR for failure to comply with this section shall also preclude the FINANCIAL ADVISOR from acting in the future as a subcontractor of another FINANCIAL ADVISOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the FINANCIAL ADVISOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The FINANCIAL ADVISOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the FINANCIAL ADVISOR and any or all subcontractors to support the compensation paid the FINANCIAL ADVISOR. The

audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the FINANCIAL ADVISOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the FINANCIAL ADVISOR agrees that such amounts are due to CFX upon demand. Final payment to the FINANCIAL ADVISOR shall be adjusted for audit results.

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

5. PUBLIC RECORDS

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

Notwithstanding the section on "Press Releases," FINANCIAL ADVISOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the FINANCIAL ADVISOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, FINANCIAL ADVISOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. FINANCIAL ADVISOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for FINANCIAL ADVISOR, to solicit or secure this Contract, and that FINANCIAL ADVISOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, FINANCIAL ADVISOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "B."**

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

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

FINANCIAL ADVISOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of FINANCIAL ADVISOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. FINANCIAL ADVISOR INSURANCE

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

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

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

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

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

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

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

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

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the FINANCIAL ADVISOR's obligation to maintain such insurance.

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

If FINANCIAL ADVISOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at FINANCIAL ADVISOR's expense and deduct such costs from FINANCIAL ADVISOR payments. Alternately, CFX may declare FINANCIAL ADVISOR in default for cause.

8. FINANCIAL ADVISOR RESPONSIBILITY

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

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

9. INDEMNITY

FINANCIAL ADVISOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FINANCIAL ADVISOR and other persons employed or utilized by FINANCIAL ADVISOR in the performance of the contract.

Further, FINANCIAL ADVISOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the FINANCIAL ADVISOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the FINANCIAL ADVISOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

9.1 violation of same by FINANCIAL ADVISOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the FINANCIAL ADVISOR Property or FINANCIAL ADVISOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by FINANCIAL ADVISOR,

9.4 FINANCIAL ADVISOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 FINANCIAL ADVISOR's failure to include terms in its subcontracts as required by this Contract,

9.6 FINANCIAL ADVISOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 FINANCIAL ADVISOR's breach of any of the warranties or representations contained in this Contract.

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

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

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

12. NONDISCRIMINATION

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

13. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the FINANCIAL ADVISOR is the level of expertise, knowledge and experience possessed by employees of FINANCIAL ADVISOR, particularly the individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

David Miller, Managing Director

Brent Wilder, Managing Director

Mary Francoeur, Managing Director

Cristina Nieto Gomez, Director

Margaret (Hope) Davidson, Senior Managing Consultant

And, FINANCIAL ADVISOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, FINANCIAL ADVISOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, FINANCIAL ADVISOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

FINANCIAL ADVISOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by FINANCIAL ADVISOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, FINANCIAL ADVISOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by FINANCIAL ADVISOR hereunder. FINANCIAL ADVISOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, FINANCIAL ADVISOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The FINANCIAL ADVISOR's managers and superintendents 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.

14. NOTIFICATION OF CONVICTION OF CRIMES

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

15. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

16. SUBLETTING AND ASSIGNMENT

CFX has selected FINANCIAL ADVISOR to perform the Services based upon characteristics and qualifications of FINANCIAL ADVISOR and its employees and the subcontractors listed below.

List of Subcontractors

N/A

Therefore, FINANCIAL ADVISOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the FINANCIAL ADVISOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by FINANCIAL ADVISOR to

dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

17. DISPUTES

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

18. 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.

19. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or

modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

20. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

FINANCIAL ADVISOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

21. APPLICABLE LAW; VENUE

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

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

22. RELATIONSHIPS

FINANCIAL ADVISOR acknowledges that no employment relationship exists between CFX and FINANCIAL ADVISOR or FINANCIAL ADVISOR's employees. FINANCIAL ADVISOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. FINANCIAL ADVISOR 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.

FINANCIAL ADVISOR shall conduct no act or omission that would lead FINANCIAL ADVISOR's employees or any legal tribunal or regulatory agency to believe or conclude that FINANCIAL ADVISOR's employees would be employees of CFX.

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

23. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If FINANCIAL ADVISOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, FINANCIAL ADVISOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

24. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

25. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

25.2 Payment to FINANCIAL ADVISOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of FINANCIAL ADVISOR's employees with respect to any successor of FINANCIAL ADVISOR; and

25.4 Obligations upon expiration or termination of the Contract; and

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

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 Immediately upon expiration or termination of this Contract FINANCIAL ADVISOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of FINANCIAL ADVISOR who performed work under the Contract; and

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

27. INSPECTOR GENERAL

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

28. ASSIGNMENT

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

29. E-VERIFY

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

subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

30. APPROPRIATION OF FUNDS

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

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Lisa Lumbard, CFO

FINANCIAL ADVISOR: PFM FINANCIAL ADVISORS, LLC
300 S Orange Avenue, Suite 1170
Orlando, Florida 32801
ATTN: David C. Miller, Managing Director
D. Brent Wilder, Managing Director

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit “A” Scope of Services

Exhibit "B" Potential Conflict Disclosure Form

Exhibit "C" Fee Proposal

Contract No. 001245

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on August 10, 2017.

ACCEPTED AND AGREED TO BY:

PFM FINANCIAL ADVISOR, LLC

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

Date: _____

*Approved as to form and execution for the use and reliance by
CFX 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: July 24, 2017

SUBJECT: Request for Authorization to Advertise
for Minority Co-Financial Advisor
Contract No. 001336

Board authorization is requested to advertise for Request for Proposals from qualified minority firms to serve as CFX's Co-Financial Advisor. They will work with CFX's Financial Advisor to provide services that may include, but are not limited to services related to financial planning including the design and monitoring of the plan of finance for CFX's capital improvement plan; services related to debt issuance including preparation of a debt financing structure and providing advice on the marketing and sale of the obligations; services related to other financial planning and general financial advisory services.

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

Reviewed by: 
Lisa Lumbard
Chief Financial Officer

CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: July 21, 2017

SUBJECT: Consent Agenda
Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) August 2017	Total Amount (\$) to Date*	Time Increase or Decrease
253F	Lane Construction Corp.	SR 408 / SR 417 Interchange Improvements Phase I	\$36,744,623.00	\$ (59,338.05)	\$ 40,492.11	\$ 36,725,777.06	38
528-313	The Lane Construction Corp.	SR 528 / Innovation Way Interchange	\$62,452,032.01	\$ (603,794.78)	\$ 328,278.62	\$ 62,176,515.85	0
599-525	Traffic Control Devices, Inc.	Single Line DMS Upgrades	\$ 4,555,555.55	\$ 122,049.27	\$ (91,123.80)	\$ 4,586,481.02	0
TOTAL					\$ 277,646.93		

* Includes Requested Amount for this current month.

Contract 253F: SR 408 / SR 417 Interchange Improvements Phase I
Lane Construction Corp.
SA 253F-0817-006

Revised Sign Pay Items

There are 3 signs shown in the plans that are listed in the contract under incorrect pay items. This SA item adds the correct pay items to the contract and decreases the quantities for the incorrect pay items.

ADD THE FOLLOWING ITEMS:

Multi-Post Sign, F&I, Ground Mount, 201-300SF	\$	18,674.77
Sign Panel, F&I, OH Mount, 201-300SF	\$	18,997.74
	\$	37,672.51

DECREASE THE FOLLOWING ITEMS:

Multi-Post Sign, F&I, Ground Mount, 101-200SF	\$	(14,000.00)
Sign Panel, F&I, OH Mount, 101-200SF	\$	(13,000.00)
	\$	(27,000.00)

Subtotal: Revised Sign Pay Items \$ 10,672.51

Pier Protection on Econ Trail

Existing Pier 2 foundations for the NB SR 417 and SB SR 417 bridges over Econ Trail are in conflict with the footing of the planned 54" pier protection barrier wall to be constructed. A plan revision for a special pier protection barrier wall at the locations in conflict with the 8 existing bridge foundations. At these locations, the barrier wall reinforcing steel is to be doweled and epoxied into the existing bridge footings thereby eliminating the conflict. This SA item provides compensation for the extra work required to be performed as shown in Plan Revision 8.

ADD THE FOLLOWING ITEM:

Special 54" Pier Protection, Revision 8	\$	29,819.60
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Contract Time Extension for Pile Driving Set Checks and Re-Drives

The subsurface conditions encountered during the construction of the deep pile foundations on this project required multiple day waiting periods before set-checks and redrives could be performed. The Specifications clearly outline the method of compensation for set-checks and redrives, should they be required. However, the Specifications do not address the time impact the performance of set-checks and redrives will cause to delay the project schedule.

Increase Contract Time 38 Non Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 253F **\$ 40,492.11**

Contract 528-313: SR 528 / Innovation Way Interchange
The Lane Construction Corp.
SA 528-313-0817-07

Fuel Adjustments

The contract contains provisions for Fuel Base Index adjustments. In accordance with Article 7.2.1.1 of Attachment Q in Addendum 2 of the contract documents, the engineer has calculated adjustments for the period of July 2016 - June 2017. Adjustments were made only if the current month Fuel Index is greater or less than 5% of Bid/Base Fuel Index. During this period of time, \$44,828,522.68 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

3/16 Gas Base Price=1.1740; Diesel Base Price=1.1800

Fuel Price Adjustment July 2016 (Gas Price=1.5193/Diesel Price=1.5938)	\$ 2,493.13
Fuel Price Adjustment August 2016 (Gas Price=1.3878/Diesel Price=1.3300)	\$ 5,097.35
Fuel Price Adjustment September 2016 (Gas Price=1.4535/Diesel Price=1.4985)	\$ 22,944.61
Fuel Price Adjustment October 2016 (Gas Price=1.5768/Diesel Price=1.6532)	\$ 48,684.04
Fuel Price Adjustment November 2016 (Gas Price=1.5110/Diesel Price=1.6078)	\$ 31,567.63
Fuel Price Adjustment December 2016 (Gas Price=1.5458/Diesel Price=1.6653)	\$ 42,977.02
Fuel Price Adjustment January 2017 (Gas Price=1.7407/Diesel Price=1.8003)	\$ 68,251.51
Fuel Price Adjustment February 2017 (Gas Price=1.6337/Diesel Price=1.7158)	\$ 50,953.64
Fuel Price Adjustment March 2017 (Gas Price=1.6545/Diesel Price=1.7450)	\$ 21,846.35
Fuel Price Adjustment April 2017 (Gas Price=1.6960/Diesel Price=1.6750)	\$ 22,401.71
Fuel Price Adjustment May 2017 (Gas Price=1.5787/Diesel Price=1.6113)	\$ 5,750.10
Fuel Price Adjustment June 2017 (Gas Price=1.6133/Diesel Price=1.5923)	\$ 5,311.53
	<u>\$ 328,278.62</u>

<u>TOTAL AMOUNT FOR PROJECT 528-313</u>	<u>\$ 328,278.62</u>
--	-----------------------------

Contract 599-525: Single Line DMS Upgrades
Traffic Control Devices, Inc.
SA 599-525-0817-04

Adjustments for Contract Items

Adjust contract pay item quantities to reflect the actual quantities of work required and performed

OVERRUN THE FOLLOWING PAY ITEMS:

Fiber Optic Cable, Single Mode, 12 Fiber, F&I	\$	3,818.00
Pull Box, F&I	\$	15,720.00
Small Fiber Optic Pull Box, F&I	\$	6,490.00
Small Fiber Optic Pull Box, Remove	\$	1,684.00
1-2" HDPE/SDR 11, Trench or Plow, F&I	\$	9,372.00
2-1" HDPE/SDR 11, Bore, F&I	\$	9,795.00
4" HDPE/SDR 11 Outer Duct w/ 2-1" HDPE/SDR 11, Bore, F&I	\$	2,668.00
Fiber Optic Media Converter, F&I	\$	1,153.00
Cut-to-Length Fiber Optic Jumper, F&I	\$	96.00
Composite Cable, F&I	\$	360.00
Maintenance of Traffic, Single Lane Closure, E-Pass	\$	880.00
	\$	<u>52,036.00</u>

UNDERRUN THE FOLLOWING PAY ITEMS:

Multi-Conductor Communications Cable, Remove	\$	(3,781.80)
Junction Box, F&I, Aerial	\$	(7,656.00)
2-1" HDPE/SDR 11, Trench or Plow, F&I	\$	(4,050.00)
Electrical Power Service Assembly, F&I	\$	(2,953.75)
Electrical Service Disconnect, F&I, Pole Mount	\$	(1,081.00)
Prestressed Concrete Pole, F&I, Type P-II Service Pole	\$	(1,144.00)
RGS (Above Ground) Conduit, F&I	\$	(7,942.00)
Luminaire, F&I, Sign, Sign Mount	\$	(11,613.00)
Radiodetection Side Leg Terminator, SLT, F&I	\$	(1,434.00)
Work Order Allowance	\$	(100,000.00)
Allowance for Disputes Review Board	\$	(10,000.00)
Maintenance of Traffic, Triple Lane Closure, E-Pass	\$	<u>(10,560.00)</u>
	\$	(162,215.55)

Subtotal: Adjustments for Contract Items \$ (110,179.55)

Compensation for Work Orders 1 and 2

Add a pay item (04-999-1 Work Orders 1 and 2) to provide three (3) overhead sign light fixtures and three (3) spare CCTV field assemblies

ADD THE FOLLOWING PAY ITEM:

Work Order 1 to provide three (3) overhead sign light fixtures	\$	19,055.75
Work Order 2 to provide three (3) spare CCTV field assemblies		

TOTAL AMOUNT FOR PROJECT 599-525 **\$ (91,123.80)**


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 25, 2017

RE: Board Approval of Contract Award for Construction of a Pre-cast Wall
to Prince Contracting, LLC
Project No. 599-414; Contract No. 001338

Board approval is requested to award a single source contract to Prince Construction Company, Inc., for the construction of a Pre-cast Wall along the property line of Parcel 125 in the amount of \$184,734.54.

The contract for the Wekiva Parkway, project #429-202 (Contract No. 001060) includes the construction of the wall. During preparations to construct the wall, there were unforeseen issues that had to be mitigated with the property owner. This delayed the construction at no fault of the contractor which exceeds the contract time allowed under the current contract.

Approval of this single source contract would prevent the delay of acceptance, and FHWA closeout of the Wekiva Parkway project #429-202. The contract price is based upon the same price and terms as stated in the original Contract No. 001060 which was competitively bid. Contract No. 001060 will be reduced by the above amount.

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

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

CONTRACT

This Contract No. 001338 (the "Contract"), made this 10th day of August, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and PRINCE CONTRACTING, LLC, 10210 Highland Manor Drive, Suite 110, Tampa, Florida 33610, hereinafter the CONTRACTOR:

WHEREAS, on April 9, 2015, CFX and the CONTRACTOR entered into an Agreement identified as CFX Contract No. 001060, for the construction of CFX Project No. 429-202; and

WHEREAS, the parties agree and acknowledge that the construction of a wall along the property line of Parcel 125, which is the property adjacent to the intersection of the Access Road and Yothers Road, was included in the competitive bidding of CFX Project 429-202; and

WHEREAS, the construction of a wall along the property line of Parcel 125, which is the property adjacent to the intersection of the Access Road and Yothers Road, is now designated as CFX Project 429-202A; and

WHEREAS, through no fault of either party, CFX Project No. 429-202A was delayed; and

WHEREAS, both parties agree that CFX Project No. 429-202A will be removed from CFX Contract No. 001060 and repackaged in a newly numbered contract to allow CFX Project No. 429-202 to be accepted and the FHWA closeout to be conducted in a timely manner; and

WHEREAS, both parties agree that CFX Project 429-202A in its entirety will be constructed under this newly numbered contract and not under the original Agreement, CFX Contract No. 001060 but the same terms and conditions in the original Agreement.

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. The above recitals are true and correct and incorporated herein by reference.
2. The deliverables under this Contract include all work associated with the satisfactory completion of CFX Project No. 429-202A, Pre-Cast Wall along Property Line of Parcel 125, as detailed in the Contract Documents and any addenda or modifications thereto.

Contract time for this project shall be 90 calendar days after receipt of Orange County and other local permits. The Contract Amount is \$184,734.54.

3. The Contract Documents in order of precedence consist of:

- a. The Contract,
- b. The Memorandum of Agreement,
- c. CFX Project No. 429-202A Plans,
- d. CFX Contract No. 001060 Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
- e. CFX Contract No. 001060 Plans,
- f. CFX Contract No. 001060 Special Provisions,
- g. CFX Contract No. 001060 Technical Specifications,
- h. CFX Contract No. 001060 General Specifications,
- i. The Standard Specifications,
- j. The Design Standards, and
- k. CONTRACTOR Proposal.

4. 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.

5. CFX General Specification, 5.25 Public Records, is hereby deleted in its entirety from the General Specifications referenced herein and replaced with the following:

“5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

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

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

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

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 CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

If the Contractor does not comply with a public records request, CFX shall enforce the Contract provisions in accordance with the Contract.”

6. The following provisions have been incorporated into the CFX General Specification since CFX Contract No. 001060 was executed and are incorporated herein:

- A. Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

B. Convicted Vendor List

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

C. Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

D. Post Award Subcontract Condition

If, during the term of this Contract and any renewals hereof, Contractor desires to subcontract any portion(s) of the work to a subcontractor that was

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

7. 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 in the CONTRACTOR'S Proposal, and under the conditions set forth in the contract documents.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board at its meeting on August 10, 2017.

APPROVED BY:

PRINCE CONTRACTING, LLC

By: _____

Print Name and Title

Attest: _____ (Seal)

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Approved as to form and execution, only.

General Counsel for CFX


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2017

SUBJECT: Authorization to Advertise for Construction Bids for
the Renovation of the East Side Service Center
Contract No. 001337

Board authorization is requested to advertise for bids to renovate the East Side Service Center. This will not only provide a needed refurbishing of the existing facility but will also provide additional workspaces and better customer cueing and waiting areas.

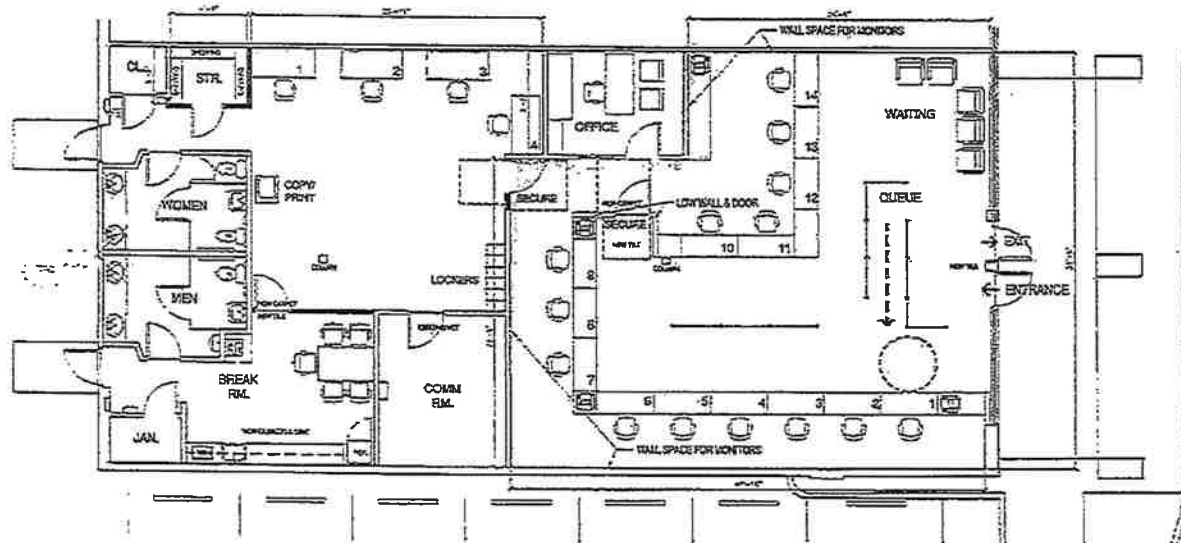
This project is included in the current Five-Year Work Plan.

Reviewed by: 
David Wynne
Director of Toll Operations

PTAR CENTER, LLC
a Florida limited liability company

By: Superior Sweeping, Inc.
a Florida corporation

By: Steven Levin, President



new

FLOOR PLAN OPTION 3

SCALE: 1/4" = 1'-0"

[illegible]

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 25, 2017

SUBJECT: Authorization for Approval of Supplemental Agreement No. 2
DRMP, Inc.
Post Design Consultant Services
S.R. 408 Widening from S.R. 417 to Alafaya Trail
Project 408-128, Contract No. 001066

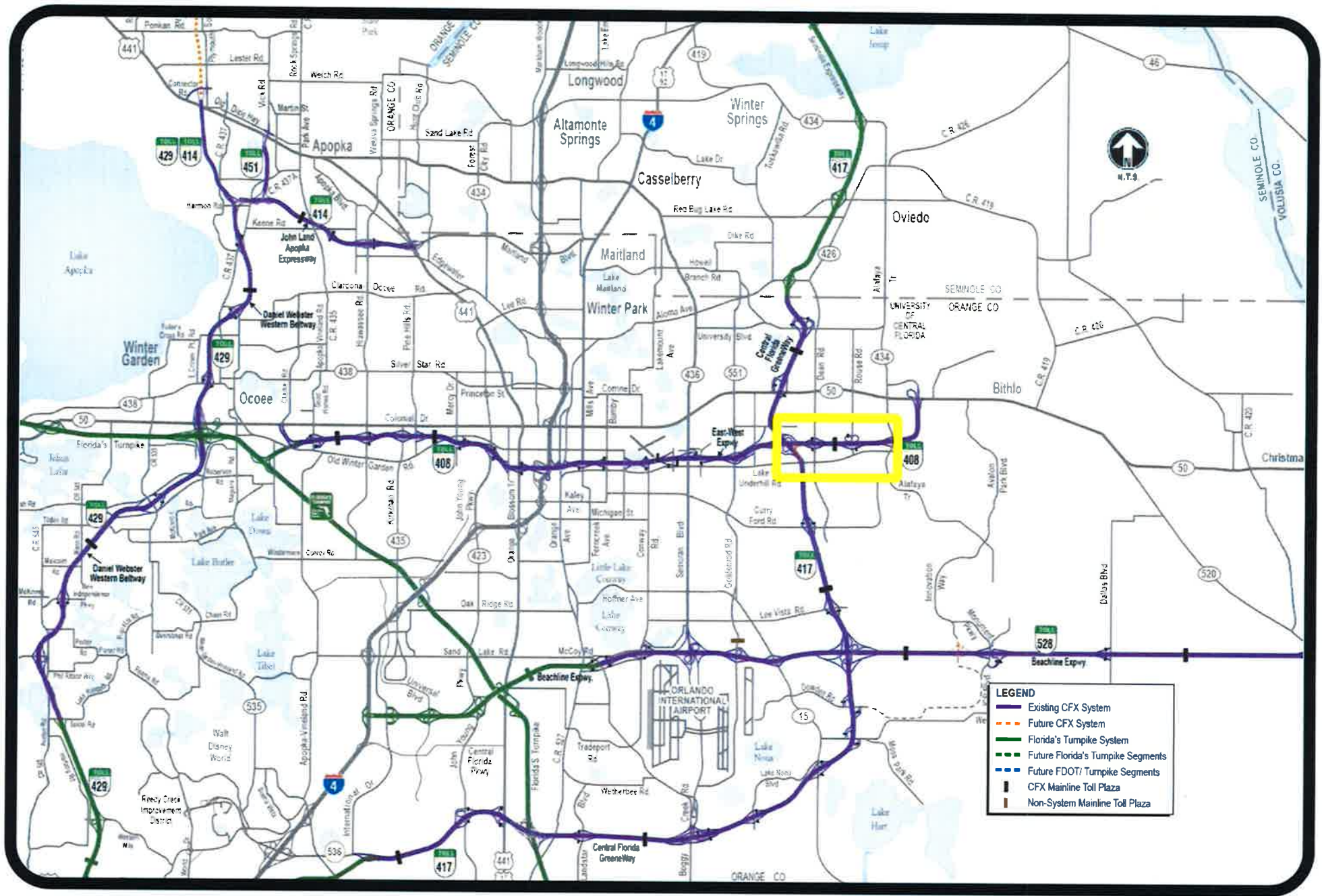
Board approval is requested of Supplemental Agreement No. 2 with DRMP, Inc. in the not-to-exceed amount of \$757,745.94. Services will include shop drawing reviews, attendance at construction meetings, site visits, and responding to the contractor's requests for information on construction project 408-128 (SR 408 Widening from S.R. 417 to Alafaya Trail).

This Contract was previously approved by CFX for this project. (Original Agreement dated August 13, 2015)

Original Contract Amount	\$4,650,000.00
Amount of Supplemental Agreement No. 1	\$ 242,209.24
<u>Amount of Supplemental Agreement No. 2 (Post Design)</u>	<u>\$ 757,745.94</u>
Total Revised Contract Amount	\$5,649,955.18

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 408 Widening from S.R. 417 to Alafaya Trail (408-128)

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 408-128)

S.R. 408 Widening from S.R. 417 to Alafaya Trail

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 4.24 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of August 2015 provides that after completion of the services outlined in Exhibit "A" for Project Number 408-128 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the correspondence to CFX dated July 25, 2017 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated July 25, 2017. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$757,745.94.

3. Section 4.24 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth

herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

Witness: _____

Assistant Secretary

By: _____

Director of Procurement

DRMP, INC.

Witness: _____

Print Name:

Title:

By: _____

Print Name:

Title:

\\dfsprd1\store\Departments\Engineering\General\408-128\Supplemental Agreements\PDS\DRMP PDS-408-128 - SA2.docx

Exhibit "A"

Project 408-128 S.R. 408 Widening from S.R. 417 to Alafaya Trail Post-Design Scope of Services (Section 4.24)

4.24 Post Design Services

A. Compensation

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

B. General Support

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

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

C. Pre-bid Conference

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

D. Addenda

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

E. Field Visits

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

F. Shop Drawing Reviews

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

G. Post-Design Contact

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

H. Timeliness

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

I. Meetings

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

J. Bridge Load Ratings

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

K. Geotechnical Engineering

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

L. Utilities

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

M. Record Drawings

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


CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Glenn Pressimone, P.E.
Director of Engineering 

DATE: August 1, 2017

SUBJECT: Project 408-128 SR 408 Widening from SR 417 to Alafaya Trail
Wetland Impacts Mitigation Agreement

It is requested that the Board authorize the Executive Director to enter into an agreement with the TM-Econ Mitigation Bank (Bank) to offset wetland impacts associated with CFX Project 408-128 SR 408 Widening from SR 417 to Alafaya Trail, and enter into a purchase agreement with the Bank to satisfy permit requirements for the St. Johns River Water Management District (SJRWMD) and U. S. Army Corps of Engineers (ACOE). The mitigation agreement for the permitting of the wetland impacts associated with the construction of the project is attached.

Project details are listed below:

SJRWMD Permit #40-095-20358-32 and ACOE Permit #SAJ-2016-03435

Mitigation Credits: 1.08 State UMAM Freshwater Credits and 1.38 Federal Palustrine WRAP Credits

The Invoice for the agreed upon mitigation credits is attached. The agreement includes a payment requirement invoiced at One Hundred and Thirty-five Thousand dollars and no cents (\$135,000.00).

Therefore it is recommended to allow the Executive Director to enter into a purchase agreement for the purchase of mitigation credits at a cost of \$135,000.00.

Reviewed by: 

Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank
Post Office Box 770308
Winter Garden, FL 34777-0308
(407) 656-1553

December 20, 2016

J. Reid Hilliard, Technical Program Manager
St. Johns River Water Management District
601 S. Lake Destiny Rd., Suite 200
Orlando, FL 32751

Re: Request for a **RESERVATION** of Mitigation Credits from TM/Econ Mitigation Bank, Permit No. 4-095-84310-7

Dear Mr. Hilliard:

This is a request for a **Reservation** of UMAM credits from the above referenced Mitigation Bank Number. In support of this request, the following information is provided:

Impact Project : CFX SR 408 Widening from SR 417 to Alafaya Tr.
SJRWMD Permit # 40-095-20358-32

Number of Credits Reserved: 1.08 One and Eight / Hundreds)

Type of credits Reserved: Freshwater Wetland UMAM Credits

Credits are to be Reserved from the above referenced Mitigation Bank.
The basin that the Credits are to be Reserved from is the Econlockhatchee Nested Basin.

Upon payment by Applicant and issuance of the permit for the Impact Project noted herein TM/Econ Mitigation Bank shall provide you with a request for a minor modification of its permit and ledger for the Withdrawal of the above referenced credits. If you have any questions regarding this request, please contact me at 407/876-2755.

Sincerely,



James L. Clark, Agent for
TM/ Econ Mitigation Bank

CC:

Holland Properties, Inc.
Michael Ray Atkins Global, Inc

JAMES L. CLARK, AGENT
For
Holland Properties, Inc., d/b/a
TM / ECON MITIGATION BANK
P. O. Box 885
Windermere, FL 34786
407-876-2755

INVOICE

Date: July 27, 2017

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

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

Credit Type: Freshwater Wetland

For: One and Eight/ Hundreds (1.08) State UMAM Freshwater Credits
And One and Thirty-Eight/ Hundreds Federal Palustrine WRAP Credits

For use with SJRWMD Permit No. 40-095-20358-32 and
ACOE Permit No. SAJ-2016-03435

Purchase

Price: \$ 135,000.00

Deposit

Prev. Paid: \$ 00.00

Balance

Due \$ 135,000.00

Please make checks payable to "Holland Properties, Inc."

Please remit to: James L. Clark, Agent
P.O. Box 885
Or 630 Butler St., if by express mail.
Windermere, FL 34786

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2017

RE: Approval of Contract Award for
S.R. 417/Boggy Creek Road Systems Interchange Landscape Improvements
to LaFleur Nurseries and Garden
Project No. 417-301D; Contract No. 001311

An Invitation to Bid for the referenced project was advertised on June 25, 2017. Responses to the Invitation were received from three (3) contractors by the July 25, 2017 deadline for submittal of bids.

Bid results were as follows:


<u>Bidders</u>	<u>Bid Amount</u>
LaFleur Nurseries and Garden	\$1,410,713.00
Arazoza Brothers Corp.	\$1,611,664.75
Groundtek of Central Florida, Inc.	\$2,200,960.42

The Engineer's Estimate for this project is \$1,231,231.65.
\$1,000,000.00 was approved in the Five-Year Work Plan.

The Engineer of Record for Project 417-301D has reviewed the low bid submitted by LaFleur Nurseries and Garden, and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from LaFleur Nurseries and Garden, to be responsible and responsive to the bidding requirements. Award of the contract to LaFleur Nurseries and Garden in the amount of \$1,410,713.00 is recommended.


Reviewed by:


Glenn Pressimone, PE
Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Joseph Berenis
Chief of Infrastructure

FROM: Aneth O. Williams 
Director of Procurement

SUBJECT: S.R. 417/Boggy Creek Road Systems Interchange landscape Improvements
Contract No. 001311; Project No. 417-301D

DATE: July 25, 2017

The Procurement Department has reviewed the following bid (received and opened on July 25, 2017) for the subject project. We have determined that the low bid is responsive to the bidding requirements. Please perform a review of the unit prices in the low bid to identify any "unbalanced" items and to determine if the bid falls within the generally accepted tolerance threshold used by CFX for bids that are below the Engineer's Estimate. Please advise me of your findings.

	<u>Bidder</u>	<u>Bid Amount</u>
1.	LaFleur Nurseries and Garden	\$1,410,713.00
2.	Arazoza Brothers Corp.	\$1,611,664.75
3.	Groundtek of Central Florida, Inc.	\$2,200,960.42

Thank you.

CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2017

SUBJECT: Approval of Los Dos Amigos Landscaping, LLC as Subconsultant for the
Roadway and Bridge Maintenance Services with Jorgensen Contract Services,
LLC
Contract No. 001151

Jorgensen Contract Services, LLC, CFX's Roadway and Bridge Maintenance Services Contractor has requested approval to use Los Dos Amigos Landscaping, LLC, to provide slope mowing. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Jorgensen Contract Services, LLC when its contract with CFX was originally awarded.

Board approval of Los Dos Amigos Landscaping, LLC as a subcontractor to Jorgensen Contract Services, LLC is requested.

Reviewed by:



Claude Miller
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 07-10-17

CFX Contract Name: Roadway and Bridge Maintenance Services CFX Contract No.: 001151

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Los Dos Amigos Landscaping LLC

Address: 122 Palmetto Ridge Drive, Winter Haven, FL 33880

Phone No.: 863.241.6860

Federal Employee ID No.: 81-1693229

D/M/WBE Subconsultant/Subcontractor? Yes ☐ No ☒ (If Yes, D/M/WBE Utilization Form and Certification also required)

Description of Services to Be Sublet: Slope mowing

Estimated Beginning Date of Sublet Services: 07/01/17

Estimated Completion Date of Sublet Services: 06/30/18

Estimated Value of Sublet Services*: \$36,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: David Tune

(Signature of Consultant/Contractor Representative)

Corporate vendor Coordinator

Title

Recommended by: Andre Rubin

(Signature of CFX Director of Maintenance)

Date: 7/25/17

Approved by: JA Bencina

(Signature of Chief of Infrastructure)

Date: 7/25/17

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2017

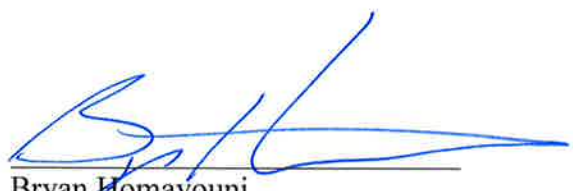

SUBJECT: Approval of Contract Renewal with Southwest Research Institute (SwRI)
for Maintenance and Support of Data Server
Contract No. 001068

Board approval is requested for the first renewal of the referenced contract with Southwest Research Institute (SwRI), in the amount of \$491,652.00 for a one year period beginning February 1, 2018 and ending January 31, 2019. The original contract was for three years with two (2) one-year renewals.

Original Contract Amount	\$1,486,747.29
First Renewal	<u>\$ 491,652.00</u>
Total	\$1,978,399.29

The services to be provided by Southwest Research Institute (SwRI) includes 24/7 phone support; database administration; alarm and other configuration updates; patch management; system monitoring; server hardware and device troubleshooting; maintenance documentation and updates.

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

Reviewed by: 
Bryan Homayouni
Manager of Traffic Operations 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001068

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 25th day of July, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Southwest Research Institute (SwRI), hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated January 8, 2015 whereby CFX retained the Contractor to provide maintenance and support the CFX Data Server and related tasks as may from time to time be assigned to the Contractor by CFX under Contract No. 001068; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the first renewal of the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of February, 2018, and ending the 31st day of January, 2019, at the cost of \$491,652.00, 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 January 31, 2018, the Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending January 31, 2018.

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

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

SOUTHWEST RESEARCH INSTITUTE (SwRI) CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

SOUTHWEST RESEARCH INSTITUTE[®]

6220 CULEBRA ROAD 78238-5166 • P.O. DRAWER 28510 78228-0510 • SAN ANTONIO, TEXAS, USA • (210) 684-5111 • WWW.SWRI.ORG

INTELLIGENT SYSTEMS DIVISION

May 10, 2017

Mr. Bryan Homanyouni
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Subject: Proposal for One-Year Extension of Support and Maintenance of the Central Florida Expressway (CFX) Data Server; Proposal Number 10-73017C

Dear Mr. Homanyouni:

Southwest Research Institute[®] (SwRI[®]) is pleased to submit this proposal to the Central Florida Expressway Authority (CFX) for the CFX Data Server (ODS) project. This scope of work continues the ODS maintenance and support for one additional year. The maintenance and support activities include 24/7 issue response phone support, database administration, alarm and other configuration updates, patch management, system monitoring and providing maintenance activities via support tickets. To support these activities, SwRI will provide project management and conduct monthly client review meetings. SwRI will provide the aforementioned support and maintenance activities for a period of one year from February 1, 2018 and conclude on January 31, 2019.

Scope of Work – Recurring Tasks

The following scope is included as part of the proposed extension to the ODS project:

ODS Support Tickets

Support tickets will be used to resolve software, communication, hardware, and other problem issues that occur. Support tickets will be tracked as Software Problem Reports (SPRs). SwRI will track the number of man-hours for each support issue. Prior to initiating effort in resolving an issue, SwRI will characterize a support ticket as being in one of the following three levels:

- Low: An issue will be considered a low level of effort if the resolution is estimated to take less than 4 hours.
- Medium: An issue will be considered a medium level of effort if the resolution is estimated to take up to 12 hours.
- High: An issue will be considered a high level of effort if the resolution is estimated to take more than 12 hours.

In accordance with the scope of services, in the event of a Critical Issue, one that impairs the production/distribution of data, SwRI may proceed with steps necessary to resolve the condition even if an Authority representative cannot be reached. This effort may continue until the problem is resolved or communication is established with an Authority representative.

These Support Ticket funds may be used to perform additional configuration, database administration, and other support activities as needed. This task is estimated as a level of effort. Consequently, should funds be consumed prior to the end of the period of performance, additional funds will have to be



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added to the contract, or remaining funds from other scoped activities could be reallocated by direction from the Authority. If no remaining contract funds are available, ODS support activities will cease until funding is reestablished. SwRI will invoice the actual labor utilized in resolving support issues no matter what the provided estimate for that issue reflected.

Additionally, if needed, SwRI will provide troubleshooting and support for planned hardware upgrades during the contract period. Support will be provided using ODS Support Tickets to ensure that new hardware is working properly and for installation and testing for the ODS software.

ODS Activity and Issue Coordination

SwRI will notify a regional email alert list of ODS activities and issues that affect external interfaces/agencies. Notification will be sent prior to planned ODS activities. Notification will also be sent after ODS activities, or following the resolution of an issue that affected the external interfaces/agencies with a brief description of the issue, if known.

SwRI will maintain a regional email alert contact list that contains contact information for agencies who participate, maintain, and/or monitor interfaces of the ODS. SwRI staff will receive and will provide responses to requests from other agencies through Support Tickets.

24/7 Phone Support

SwRI will provide 24/7 support for the CFX Data Server. Support issues will be categorized as one of the following types depending upon the nature of the issue:

- Critical: Issues that prevent the operation of core functionality of the ODS. This core functionality includes the production of travel time data for links, providing updates to travel time messages on CFX Dynamic Message Sign (DMS), and distribution of calculated data over the Center-to-Center (C2C) infrastructure. SwRI will provide support for these issues 24 hours a day, seven (7) days a week and will maintain a dedicated support phone number for establishment of support cases. SwRI support staff will respond to the support request initiator within a one-hour call-back timeframe to confirm that SwRI has received the request and has initiated an investigation into the issue. This support will be facilitated by an answering service with the ability to notify designated SwRI support staff. Time necessary to respond to critical support requests will be funded under ODS Support Tickets.
- Non-Critical: These issues are those that are not preventing the core operations of the Data Server. Non-critical issues may include activities that can be scheduled in advance, such as preventive maintenance tasks, as well as minor system errors that do not affect system stability. Non-critical issues will be reported to SwRI during normal SwRI business hours (8:00 AM to 5:00 PM Central Time, Monday through Friday excluding SwRI holidays). SwRI will respond to the support request within eight (8) hours of its receipt or next business day. SwRI holidays will be included in the Method of Procedure (MOP) document, which will be maintained under the terms of this agreement. The MOP will contain contact information and escalation procedures for the establishment of these support cases.

For both critical and non-critical issues, SwRI will respond to the support requester and an Authority representative if they are not the support requester, acknowledging the support request and identifying whether the issue is critical or non-critical in nature. ODS Support Tickets will be used to investigate and resolve both critical and non-critical issues.

SwRI will provide the 24/7 support utilizing the following resources:

Answering Service

SwRI will use a 24/7 answering service to receive requests for support of critical issues. This answering service will allow for a consistent front-line point-of-contact for the Authority, the FDOT, or other stakeholder agencies that encounter a critical condition in the core functionality of the ODS. The answering services will continue to contact SwRI support staff until the call is acknowledged. The answering service will be accessed by a toll-free number. In addition, the Data Server Event Manager will be configured to automatically email the answering service in the event that a configured alarm for critical issues is detected by the Event Manager. The answering service will then initiate a support call to SwRI personnel to investigate the issue. Service affecting issues that are detected during SwRI business hours will first be reported using the SwRI CFX lab number (210) 522-5450, and then using the answering service in the case that SwRI staff cannot be reached via the lab number.

Support Staff

SwRI will provide support staff with working knowledge of the ODS and external interfaces as front-line support contacts for response to support requests. Support staff will be responsible for responding back to support requesters to confirm that SwRI has received a critical support call and is initiating an investigation into the issue. Also, support staff will report on the status and resolution of the issue if one is found. If a support call is initiated by the ODS Event Manager, the support staff will determine if the issue is critical in nature, and will initiate efforts to resolve the situation. In the event a critical issue is reported and cannot be resolved promptly, SwRI will contact a predefined list of Authority designated representatives. The Authority will provide the contact information for these representatives for inclusion in the MOP.

Development Staff

ODS developers will be on-call to support critical service calls escalated by support staff.

Database Administration

SwRI will provide support to monitor and maintain the stability of the ODS database. This support will be performed by SwRI staff with support from SAP support. The support provided will consist of database monitoring, scheduled database administration tasks, and database support tickets.

Database Support Tickets

SwRI will utilize database support ticket funds for resolving issues affecting the function of the database. Additional database administration activities may be initiated using Support Ticket funds if approved by Authority representatives.

Database Monitoring

SwRI will utilize monitor the database system logs to minimize the loss of ODS core functionality due to database issues. Some examples of the monitored conditions include: insufficient memory allocations, transaction logs exceeding available space, and assorted performance indicators. SwRI will work towards a resolution of the issue. SwRI will contact Authority representatives concerning the issue. Efforts to resolve the condition will utilize critical Database Support tickets.

Scheduled Database Administration Tasks

SwRI will assess the database server configuration and database performance every month as a preventative maintenance task. These activities will be scheduled in advance and occur approximately every month.

Database administration tasks performed every month will be funded via non-critical Database Support tickets. Database administration activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for database support tickets are expended.

Commercial-Off-The-Shelf (COTS) Patch Management

SwRI will perform patch management of the Sun/Solaris servers that are part of the Data Server system. Patch management refers to evaluating the Solaris operating system patches that are available and deploying them on the production and backup servers. Patching of COTS software and firmware used by the Data Server but not related to the Solaris or Windows operating systems will also be evaluated quarterly and applied if needed. If no critical patches are found in the quarterly check, all patches will be applied on an annual basis. COTS patch management will include the following tasks:

- Initial configuration of the patch management server processes to the existing SwRI-managed Data Server servers in San Antonio
- Annual patch release maintenance, which will include:
 - Identification of the recommended patch cluster.
 - Identification and, if needed, installation of COTS patches not associated with the operating systems.
 - System function testing to mitigate the risk of patches compromising ODS system stability on SwRI test servers in San Antonio.
 - Following successful testing, installation of patches to backup and production servers will occur.

Critical patch updates required to address important security patches or to ensure system compatibility with hardware or other required COTS software upgrades will be performed using Support Ticket funds. Additional patching activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for patch tickets are expended.

System Monitoring

SwRI will perform manual checks on the system to ensure the system is operating correctly and to detect potential system events that could result in downtime. SwRI will perform manual system checks of the Data Server two times per week, on Tuesday, and Friday. Issues discovered while performing system monitoring tasks will be investigated and resolved utilizing Support Tickets. Manual checks will include the following:

- Checking the ODS user interface
 - Ensure the interface is accessible
 - Ensure the expected links are reporting data
 - Ensure the expected DMSs are updating with travel time data

- Check the ODS Software alarms and process integrity (restarts, errors, etc.)
- Checking regional public website
 - Ensure expected CFX and external links are reporting data
- Check remote access to primary and backup ODS servers
- In-depth DMS checks
 - Ensure that the ODS is sending DMS travel time messages asynchronously
 - Check for errors in logs
- In-depth C2C and realtime data checks
 - Check C2C data feed using Status Interface Test Client and the internet-accessible query page
 - Check realtime data
 - Check for dynamic link mismatching
- In-depth DCS tag status
- In-depth process status checks
 - Ensure no processes are late, dead, or having errors
 - Check for new abnormal alarms
- Monitoring for known ODS software issues
- Hardware monitoring including:
 - Server disk space and memory usage
 - Status of disk and tape array
- Testing 24/7 Message Service Response:
 - Send test alarm and ensure proper response from 24 / 7 message service
- Check automated scripts:
 - Ensure automated scripts are running properly and producing results.

Additional system monitoring activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for system monitoring are expended.

Server Hardware and Device Troubleshooting

SwRI will provide server hardware troubleshooting as well as support for Data Collection Sensor and Dynamic Message Signs.

Data Server Hardware Troubleshooting

SwRI will provide troubleshooting support for Data Server hardware failures as requested. Support will include participating in coordination teleconferences, working with SAP and/or the Authority to open a hardware repair case with SAP, and testing to ensure that hardware repairs were successful. For additional coordination support required beyond what SwRI estimated in this proposal, Support Ticket funds will be utilized. However, if more coordination support is required beyond what SwRI estimated in this proposal, SwRI will seek approval before exceeding that level of effort. SwRI will track the number of man-hours for all Data Server hardware troubleshooting support as critical support tickets.

DCS and DMS Troubleshooting

SwRI will provide troubleshooting support for CFX Data Collection Sensor (DCS) or CFX DMS failures as requested. Support will include participating in coordination teleconferences, querying the Data Server's database for DCS and DMS data, retrieving and distributing Data Server log data, and general troubleshooting efforts to resolve CFX DCS and CFX DMS failures as non-critical support tickets.

SwRI will track the number of man-hours for all troubleshooting support provided to resolve CFX DCS or CFX DMS failures. Additional device troubleshooting activities that exceed the original SwRI estimate will use Support Ticket funds.

Additional Development

SwRI will provide support to complete small development tasks on an as needed basis. These tasks will be defined as development updates outside of the normal scope of regular support. Additional time need to complete this development, as well as additional development requests during the period of the contract, will be tracked in separate task work orders and will utilize Support Ticket funds.

Project Management

SwRI's Project Manager will work with the Project Manager designated by the Authority on decisions that affect SwRI's participation in the Data Server project. However, the final direction on matters concerning this project will remain with CFX's Project Manager.

Key Personnel

SwRI will identify key project staff to the Authority. SwRI will make no changes to the SwRI Project Manager role without written notification and approval from CFX. SwRI will notify the Authority of any other changes in key project staff.

Current key personnel are listed below:

- Project Manager and Technical Lead: Clay Weston
- System Administrator: Paul Villela

Schedule

The following list represents the major project milestones:

- Notice to Proceed (per the scope of services, a start date of February 1, 2018, is assumed)
- Monthly Status Meetings: 13 status meetings to correspond with SwRI four-week accounting periods and Status Report generation
- COTS Patch Releases: Deploying planned software patches for COTS software annually
- ODS Patch Releases: Development, testing, and deployment of ODS software patches and/or enhancements annually.

The schedule, to be delivered prior to the first status meeting, will provide 20 calendar days for Authority review of all submittals and 15 calendar days for Authority review of re-submittals. SwRI may continue project efforts while submittals are being reviewed. It is understood that doing so does not relieve SwRI of the responsibility to answer and incorporate review comments into the project, nor does it entitle SwRI to additional compensation as a result of making changes due to review comments. If the CFX submittal review time is exceeded, SwRI will not assume that the submittal is

approved without comment. However, schedule adjustments will be made if the CFX review time is exceeded.

When there is an actual or potential delay in the schedule or if SwRI proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative will be submitted to CFX for approval.

Meetings and Progress Reporting

SwRI will participate in Status Meetings once per each four-week period. Two business days prior to all status meetings, SwRI will submit a status report and updated SPR Log for review. The status report will include uptime statistics for the ODS, a chart showing cumulative invoiced dollars versus budget to date, an updated list of issues, action items, and risks with status and required resolution dates. Status meetings will include the review and discussion of the status report and updated SPR Log. SwRI will submit minutes of these meetings to CFX within five business days after the status meeting. Travel is included for two separate on-site client review meetings. Each meeting will consist of two project team members for a one night trip to and from CFX headquarters.

SwRI will continue to maintain an Action Item database. This database will be used to support the closure of action items in a timely manner. SwRI will continue to maintain a Risks database. This database will be used to track the progress of risks associated with success of the project.

Project Submittals

SwRI will be responsible for making submittals to CFX for review. CFX's review time will start when required deliverables for each submittal have been received and end with the return shipping of the review comments.

SwRI will continue to provide documents for review and submittal in the manner which we have in the past. This includes an editable format (depending upon the type of document) and an Adobe Acrobat (.pdf) format file. For those documents whose size exceeds the limits on stakeholders' mail applications, SwRI will request assistance from the Authority or Authority representative to distribute documents via their established file distribution application.

Invoice Submittal

SwRI will provide backup documentation with invoices that contain detailed invoicing information to the Authority. The backup documents will contain the same information, in the same form as currently provided. The following information will be included:

- Amount of the current invoice
- Amount invoiced to date
- Contract limiting amount
- Percent of the contract limiting amount invoiced to date
- Balance (contract limiting amount minus the amount invoiced to date)
- Retainage percentage
- Fee percentage

The invoice backup information will include the number of hours billed per labor category. In addition, average hourly rates per labor category for the billing period will be included with the original invoice delivered to the Authority.

In the event that estimated funds for generation of the detailed invoice backups are expended, SwRI is authorized to continue generation of the invoice support materials utilizing Support Tickets.

Maintenance Documentation and Updates

SwRI will update the MOP Document and SPR Log during this maintenance period. SwRI will maintain notes for other documentation updates required due to ODS software patches, other software changes, or COTS software updates/changes made within this maintenance period. These notes will be used for official documentation updates required for the next release of the ODS.

Method of Procedures Document Updates

SwRI will submit an updated version of the MOP as needed during the life of this maintenance period. Updates will reflect changes in procedures, updated contract information, and updates based on the Authority's comments/recommendations. SwRI has budgeted for one update to occur during the maintenance period. If additional updates of the MOP are needed, Support Ticket funds will be utilized.

Software Problem Report Log Updates

SwRI will maintain and resubmit an updated SPR Log to correspond with each invoicing period. The updated SPR Log will be submitted prior to the status meeting. SwRI will review the SPR Log with the Authority during the status report meeting. SwRI will update the SPR Log according to the current status of the issues and in accordance with recommendations of the Authority.

CFX Responsibilities

The Authority will provide the following to assist SwRI in the monitoring and maintenance of the Data Server:

- VPN Access: The Authority will provide SwRI with VPN access to the primary and backup ODS servers, located at CFX Headquarters and the Hiawassee mainline plaza, respectively. VPN access will be subject to availability.
- Oracle Hardware Maintenance: The Authority will ensure that the Data Server's Oracle servers are covered under a maintenance agreement with Oracle. Should the Oracle hardware become end of life and not supportable by Oracle, CFX will be responsible to procure new hardware or provide on-going hardware maintenance support.
- Windows Hardware Maintenance: The Authority will ensure that the Data Server's C2C Windows Servers are maintained and will provide support to resolve hardware issues.
- Coordination Delegates: The Authority will designate a delegate(s) for coordination of maintenance activities, coordination with Sun, coordination with DCS troubleshooting, and coordination with DMS troubleshooting.
- Maintenance Windows: The Authority or Authority representative will define maintenance windows for support activities. Maintenance windows will require coordination with FDOT if the activity will interrupt the provision of travel times from the ODS to FDOT.

Cost Summary

The following table outlines the budget allocations for the tasks that are part of this proposal. SwRI understands that the total cost is a not-to-exceed limiting amount that will be added to the current not-to-exceed limiting amount of the ODS project. If the required level of effort for any particular category of support exceeds the estimated level of effort for that category, the Authority may authorize work to continue under the Support Ticket funding. If the contract ceiling is reached prior to the end of the period of performance, work will cease until the contract is amended with additional funding.

TASK	TOTAL COST
Support Tickets	\$262,895
24/7 Phone Support	\$9,555
Database Administration	\$14,071
COTS Patch Management	\$13,373
System Monitoring	\$24,400
Server Hardware/Device Troubleshooting	\$39,974
Additional Development	\$63,280
Project Management	\$64,104
TOTAL	\$491,652

It is assumed all support will be provided remotely from the SwRI facilities in San Antonio. If on-site travel is required, trip expenses will utilize Support Ticket funding.

Schedule

The period of performance for this proposal will be one year from the notice to proceed.

Summary

The total cost for the tasks included in this proposal is \$491,652 as detailed in the attached cost proposal. If you have any questions or comments, please contact me at (210) 522-2954 or by e-mail at clay.weston@swri.org. Contractual questions or concerns should be directed to Ms. Patty Cade at (210) 522-2397 or by e-mail at patty.cade@swri.org.

Sincerely,



Clay Weston
Sr. Research Analyst
Transportation Management Systems Section
Intelligent Systems Department

Approved by:



Josh S. Johnson
Director R&D
Critical Systems Department
Intelligent Systems Division

CW/cp

Attachments

cc: Josh Johnson
Amit Misra
John Hope (AECOM)

COST PROPOSAL

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Refer to: 10.20995

May 3, 2017

Via E-mail Address: Bryan.Homayouni@CFXWay.com

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

Attention: Bryan Homayouni

Subject: Amendment No. 1 to
Contract for Maintenance and Support of Data Server
Letter of Intent to Exercise the Renewal Option
SwRI Project No. 10.20995

Dear Mr. Homayouni:

Reference is made to subject contract, signed by Claude Miller between our respective organizations and to the Letter of Intent to Exercise the Renewal Option dated March 27, 2017.

It is proposed to amend subject contract as follows:

ARTICLE 2. Term and Notice

Change the period of performance end date to read January 31, 2019.

ARTICLE 3 – Contract Amount and Compensation for Services

3.1. The contract amount is increased by \$491,652 from \$1,486,747.29 to \$1,978,399.29 for the four-year contract term.

Payment Terms will be in accordance with the subject contracts as defined below:

Client shall make payments based upon invoices submitted at the end of each four (4) weeks after receipt of order for cost incurred for the prior four (4) weeks. Prior to commencement of work, SwRI must receive a signed copy of this proposal and/or Client's acceptable purchase order. These invoices shall be paid within thirty (30) days from date of invoice. SwRI is expressly authorized to declare the contract in default and to suspend or terminate work, without penalty, at any time any invoice is not paid by its due date.



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Central Florida Expressway Authority (CFX)
Attention: Bryan Homayouni
Refer to: 10.20995
May 3, 2017
Page 2

Please note, there is one past due invoice in the amount of \$33,617.69. Please remit payment at your earliest convenience.

EXCEPT AS EXPRESSLY HEREIN MODIFIED, THE AFOREMENTIONED CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

If the foregoing amendment meets with your approval, please have an official who is authorized to bind your organization contractually sign and return one (1) copy of this letter within ten (10) working days.

If you have any questions, please contact Ms. Patty Cade at 210/522-2397, by facsimile at 210/522-3559, or via e-mail at patty.cade@swri.org.

Sincerely,



R. B. Kalmbach
Executive Director, Contracts

AGREED AND APPROVED:
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
(CFX)

By: _____

Name: _____

Title: _____

Date: _____

RBK/PSC/crm

Attachments

cc: C. Weston, SwRI (via e-mail)
SwRI Tracker (via e-mail)

Proposal: 10-73017C, Ver. 0

RFQ Ref.:

Proposal Manager: Clay Weston

Rate Tables: SWRI COMMERCIAL \ SWRI

Southwest Research Institute

Client: Central Florida Expressway Authority

Summary Cost Breakdown - Attachment A

Proposal Number: 10-73017C

Date: 05/02/2017

Time: 10:00:50 AM

Page: 1

Burden thru Fee

Period of Performance: 02/2018 - 01/2019

TASK ID:

001

Total Program

Resource - Description

Hrs/Units

Cost

LABOR

B10PL3-TM - Professional Level 3	55.00	15,993
C10PL2-TM - Professional Level 2	968.00	202,544
D10PL1-TM - Professional Level 1	203.00	31,780
E10ST-TM - Senior Technical	1,944.00	228,051

TOTAL LABOR Hours/Cost	3,170.00	478,368
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Estimated Cost & Fee		478,368
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OTHER

OTHER - Other Direct Costs		7,280
SERVICE - Service Fee		2,275

TOTAL OTHER Cost		9,555
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Estimated Cost & Fee		9,555
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TRAVEL

TRAVEL - Travel		3,729
-----------------	--	-------

TOTAL TRAVEL Cost		3,729
-------------------	--	-------

Estimated Cost & Fee		3,729
----------------------	--	-------

Estimated Cost & Fee		491,652
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Southwest Research Institute ®

Use or disclosure of this cost/pricing data is subject to the restrictions set forth in this proposal.

**Southwest Research Institute
Schedule of Billing Rates
SwRI Proposal No. 10-73017C**

Rates Valid From February 1, 2018 – January 31, 2019

<u>Direct Labor</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
Professional Level 4	\$388.07	\$388.07
Professional Level 3	\$290.78	\$290.78
Professional Level 2	\$209.24	\$209.24
Professional Level 1	\$156.55	\$156.55
Senior Technician	\$117.31	\$132.22
Technician	\$81.30	\$91.63
Clerical	\$103.67	\$116.84
Technical Helper	\$82.97	\$93.51

**SwRI PROPRIETARY
ABOVE INFORMATION IS NOT TO BE DISCLOSED
OUTSIDE OF CLIENT'S ORGANIZATION**

CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

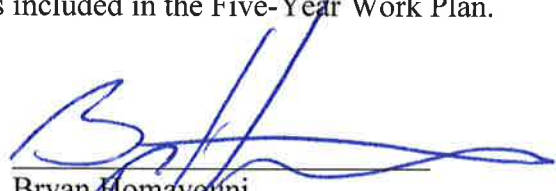
FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2017

SUBJECT: Approval of Contract Award for
The Supplemental Data Collection Sensor and CCTV Deployment Project to
DRMP, Inc.
Project No. 599-537; Contract No. 001285

The Board approved on July 13, 2017, the final ranking and authorization to negotiate with firms for The Supplemental Data Collection Sensor and CCTV Deployment Project. Negotiations with DRMP, Inc. have been completed. Board award of the contract to DRMP is requested in the not-to-exceed amount of \$470,000.00.

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

Reviewed by: 
Bryan Homayouni
Manager of Traffic Operations



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

THIS AGREEMENT, made and entered into this 10th day of August, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and DRMP, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 941 Lake Baldwin Lane, Orlando, FL 32814.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of the supplemental Data Collection Sensor and CCTV Deployment Project identified as Project No. 599-537 and Contract No. 001285.

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

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

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

4.0 PROJECT SCHEDULE

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

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

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

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

5.0 PROFESSIONAL STAFF

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

Antillian Engineering Associates, Inc.
EPG Engineering

Bobes Associates Consulting Engineers
WBQ Design & Engineering, Inc.

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

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

designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B,"** Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$470,000.00 for 270 days term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 941 Lake Baldwin Lane, Orlando, FL 32814.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN

**OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail:
publicrecords@cfxway.com, and address: Central Florida
Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

11.0 TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

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

12.0 ADJUSTMENTS

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement. The CONSULTANT shall indemnify and hold harmless CFX and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit.

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

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

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX.

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

15.0 THIRD PARTY BENEFICIARY

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

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

16.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

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

21.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement:

The CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

24.0 INTEGRATION

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

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

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

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

27.0 SEVERABILITY

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

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from

subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

28.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

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

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

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

To CONSULTANT: DRMP, Inc.
941 Lake Baldwin Lane
Orlando, Florida 32814
Attn: Nicholas D. DeVito, PE

30.0 GOVERNING LAW AND VENUE

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

31.00 ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map [Note: Attach if applicable]
Exhibit "F", Project Schedule [Note: Attach if applicable]

[SIGNATURES TO FOLLOW]

Project No. 599-537
Contract No. 001285

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

This Contract was awarded by CFX's Board of Directors at its meeting on August 10, 2017.

DRMP, Inc.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX


CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2017

SUBJECT: Approval of MEC Personnel Consultants, Inc. DBA Brightwing as Subconsultant
for the Toll System Upgrade Project Contract with TransCore
Contract No. 001021

TransCore LP, CFX's Toll System Upgrade Project Consultant has requested approval to use Brightwing, to provide CFX with staffing resources to assist with system installation. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by TransCore when its contract with CFX was originally awarded.

Board approval of Brightwing as a subcontractor to TransCore is requested.

Reviewed by: 
Joann Chizlett
Director of Special Projects



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: TransCore Date: 6/27/2017

CFX Contract Name: Toll System Upgrade Project CFX Contract No.: 001021

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Brightwing

Address: 12555 Orange Drive • Suite 4017 • Davie, FL 33330

Phone No.: 954.385.5405

Federal Employee ID No.: 59-1791174

Description of Services to Be Sublet: Staffing agency providing system installation contract employees

Estimated Beginning Date of Sublet Services: 3/1/2017

29 JUN '17 AM 10:46

Estimated Completion Date of Sublet Services: 12/1/2018

Estimated Value of Sublet Services*: \$50,000

*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: 
(Signature of Consultant Representative)

Scott Hooton, Vice President and Program Manager
Title

Recommended by: 
(Signature of Appropriate CFX Director/Manager)

Date: 7-25-17

Approved by: 
(Signature of Appropriate Chief)

Date:

Attach Subconsultant's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2017

SUBJECT: Authorization to Execute a Maintenance Agreement with Monet Software, Inc.
For Software Licensing and Support
Contract No. 001335


Board approval is requested to execute an agreement with Monet Software, Inc., in the amount of \$90,900.00 to provide software licensing and support for a three year term beginning September 12, 2017 to September 11, 2020.

Monet Software is presently used by the CFXs contact center operation for the purpose of providing forecast-based scheduling of the contact center staff. This scheduling software is an important element to sustain our contact center's improved service levels. This agreement is exempt from the competitive procurement processes in accordance to CFX's Procurement Policy.

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

Reviewed by: 

James Greer
Director of IT



MONET | SOFTWARE

Order Form Schedule A

Central Florida Expressway Authority

Attn: Accounts Payable
4974 ORL Tower Road
Orlando, FL 32807

Contract Term (Months)	36
Contract Start Date	September 12, 2017
Contract End Date	September 11, 2020
Number of Users	101
Total Amount to be Invoiced Upon Contract Signing	\$30,300.00

Monthly Subscription Fee Per User:	Unit Price	Monthly
Monet WFM Live (WFM, DC, AW, SA, Metrics)	\$25.00	\$2,525.00

Billing Terms and Conditions:

1. Number of Users includes the total number of individuals accessing the Services, including supervisors, managers and workforce planners, plus all agents being scheduled using the Services.
2. Implementation Services, Set-Up Consulting & Training is provided remotely. On-Site Training can be purchased at an additional fee plus reasonable Travel & Living Expenses.
3. You are responsible for working with Your telecommunications and or networking equipment vendor to determine what software, services or hardware, if any, is required to allow the Monet Solution access to all required data. You agree to license and or pay all fees associated with your vendors' products or enabling products. Further, You will procure, provision and make remotely available to Monet personnel, servers that meet Monet's system requirements to collect data from Your telecommunications and or networking equipment in order to record calls and media, and feed required data to the Services.
4. Monthly Subscription Fees are due and payable twelve (12) months in advance.
5. Professional Services, Implementation, Training, and Consulting Fees are due and payable upon contract signing.
6. All prices are quoted and payable in U.S. dollars.
7. Customer acknowledges and agrees to be bound by the "Monet Terms of Service" signed and executed on 8/24/16.

ACKNOWLEDGED AND AGREED:

Central Florida Expressway Authority

By: _____

Print Name: _____

Title: _____

Date: _____

Monet Software Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

The information contained herein is confidential and proprietary to Monet Software, Inc. and / or to Monet's licensee and shall not be used, reproduced or disclosed to others except as specifically permitted in writing by the disclosing party. The recipient of this information, by its retention and use, agrees to protect the same from loss, theft or unauthorized use.

Monet Terms of Service

These Monet Terms of Service (the "Agreement") are entered into and effective as of the earlier of the date last executed below or the contract start date for any valid Order Form, by and between Monet Software, Inc., a California corporation with offices located at 11812 San Vicente Blvd, Suite 605, Los Angeles, California 90049 ("Monet," "We," or "Contractor"), and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida with offices located at 4974 ORL Tower Road, Orlando, Florida 32807 ("You" or "Your"). No later than 30 days from the execution of this Agreement and as a condition precedent prior to any payment obligation, Monet will provide satisfactory proof that it is authorized to do business in Florida.

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY SIGNING AND DELIVERING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means these Terms of Service, all Order Forms and all terms and conditions incorporated herein and therein.

"Documentation" means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via login to the applicable Service.

"Extension" means any phone extension that is enabled by You to use the Service to record audio and/or screen capture images, and for which You have ordered the Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, backdoors, worms, time bombs and Trojan horses.

"Non-Monet Applications" means a Web-based or offline software application that is provided by You or a third party and interoperates with the Service, including, for example, an application

that is developed by or for You.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

"Services" means the products and services that are ordered by You under an Order Form, or ordered by a reseller for You, and made available by Us.

"User" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Monet.

"You" or "Your" means the entity or organization for which you are accepting this Agreement, and Affiliates of that entity or organization. "You" and "Your" also means an individual who uses a Service (i.e., a User).

"Your Data" means electronic data and information submitted by or for You to the Services or collected and processed by or for You using the Services.

2. OUR RESPONSIBILITIES

2.1. Provision of Services. We will provide the Services in an Order Form, or ordered by a reseller for You, in accordance with the terms and conditions of the Agreement.

2.2. Protection of Your Data; Privacy Policy. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing. For information on how We collect, use, share and disclose Your Data, please visit our Privacy Policy at <http://www.monetsoftware.com/privacy>.

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.4 Standard Support. During Our standard support hours of 8 a.m. to 8 p.m. Eastern Time, We will make commercially reasonable efforts to provide You with immediate telephone or email-based access to support personnel. Our support personnel will assist You with support, including by attempting to recreate issues described by You and diagnosing, repairing, testing and placing into production fixes to such defects that We can reasonably affect. Support will also include enhancement to the Services that We make generally available from time to time. We will provide You with access to troubleshooting tools, frequently asked questions and other materials that We make generally available from time to time. Any of Our obligations under this

Section will become null and void upon any uncured material breach by You of this Agreement, including any failure by You to meet payment obligations to Us.

2.5. **Prioritizing Issues.** We will work cooperatively with You to determine the severity of each issue and We, at Our sole discretion, will assign a priority code of 1, 2 or 3 to each issue. Priority 1 issues are major production issues directly caused by the Services that prevent or significantly impair Your use of the Services as intended in support of Your normal business practices. Within 24 hours of receipt of written notification by You describing such an issue, We will acknowledge receipt of your notification and commence Our assessment and remediation of such issues. Priority 2 issues are deviations from the Documentation that do not materially impact Your use of the Services but may cause interruption of service for certain functions, screens or processes, or cause inconvenience for You. Within 48 hours of receipt of written notification by You describing such an issue, We will acknowledge receipt of Your notification and commence Our assessment and remediation of such issues. Priority 2 issues may be resolved by releasing repairs to such issues in future Upgrades of the Services. Priority 3 issues include cosmetic inaccuracies in the Services, minor deviations from the Documentation and all other issues that do not affect the operation of the Services or the integrity of the data. Priority 3 issues will be assessed and remediated by Us at Our convenience, provided that We are not obligated to remediate Priority 3 issues. Priority 3 issues may be resolved by releasing repairs to such issues in future Upgrades of the Services. You agree to provide all Information in written form that We may deem necessary to recreate and/or troubleshoot any issue.

3. USE OF SERVICES

3.1. **Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the then-current subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the pre-existing subscriptions.

3.2. **Usage Limits.** Services are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form (or order between You and the reseller) refers to Users and/or Extensions, and the Service may not be accessed by more than that number of Users and/or Extensions, (b) a User's user identification or password may not be shared with any other individual, and (c) a User's user identification may be reassigned only to a new individual replacing one who no longer requires ongoing use of the Service. We may audit Your use of the Services for compliance with the terms of this Agreement. If You exceed a contractual usage limit, We may bill you for, and You will pay Us for, all use of the Service in excess of the limit for each month in which Your use exceeds the contractual usage limit, in accordance with Section 5.2 (Invoicing and Payment). For clarity, We will charge You for the additional Users and/or Extensions based on the duration and quantity of Your excess use, as determined in Our reasonable discretion. For further clarity, We will charge You for the entire month for each month in which Your use exceeds the contractual usage limit at any time during that month. If You do not purchase subscriptions for additional Users and/or Extensions commensurate with Your excess use within 30 days after We notify You that You are using the Service in excess of Your contractual rights, and You continue to use the Service in excess of Your contractual rights, You will be deemed to have purchased subscriptions for the additional Users and/or Extensions commensurate with Your excess use and You will pay us for,

subscriptions for such Users and/or Extensions for the remainder of the subscription term in Your Order Form and any renewal term. Our right to charge You for use in excess of Your contractual rights does not limit Our other rights and remedies in this Agreement, at law and in equity.

3.3. Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, (d) be responsible for all use of Your account, even by unauthorized persons, unless such unauthorized use would have been prevented if We had complied with our security obligations in this Agreement, (e) use Services only in accordance with the Documentation and applicable laws and government regulations, and (f) comply with terms of service of Non-Monet Applications with which You use Services.

3.4. Usage Restrictions. Your right to use the Services is limited, non-exclusive, non-transferable (except as permitted under Section 14.4) and non-sublicensable. You will not (a) make any Service available to, or use any Service for the benefit of, anyone other than You, (b) sell, resell, license, sublicense, distribute, modify, adapt, create a derivative work from, translate, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service in violation of the law or to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) frame any part of any Service, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (j) remove, cover or obscure any proprietary notice on a Service, (k) access any Service in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

3.5. Equipment, Software, Services and Configurations. You are responsible for procuring and maintaining, solely at Your expense, all telecommunications, networking and other equipment, software and services necessary to use the Services. You are also responsible for achieving and maintaining, solely at Your expense, all firewall settings and other configurations necessary to use the Services. All equipment, software and services must meet Monet's system and configuration requirements, which are stated in Your Order Form or, if not stated in Your Order Form, available upon request. You agree to make remotely available to Monet personnel equipment, software and services that meet Monet's system and configuration requirements to enable Monet to collect data from and transmit data to Your telecommunications, networking and other equipment, software and services in order to record calls and media, to feed required data to the Services, and to otherwise implement and provide You with the Services. You agree that We are not responsible for any failure of such equipment, software or service or any compromise of data transmitted across computer networks not owned or operated by Us or across telecommunications facilities, including the Internet.

4. NON-MONET PROVIDERS

4.1. Integration with Non-Monet Applications. The Services may contain features designed to interoperate with Non-Monet Applications. To use such features, You may be required to obtain access to Non-Monet Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-Monet Applications. If the provider of a Non-Monet Application ceases to make the Non-Monet Application available for interoperation with the corresponding Service features, We may cease providing those Service features without entitling You to any refund, credit, or other compensation.

5. FEES AND PAYMENT FOR SERVICES

5.1. Fees. You will pay all fees specified in Order Forms and all other fees agreed to. Except as otherwise specified herein or in an Order Form, (a) payment obligations are non-cancelable and fees paid are non-refundable, except as provided in Sections 9 and 12, and (b) quantities purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with a valid purchase order or alternative document acceptable to Us. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. We may bill You for such excess use immediately upon discovery, and We may bill You for additional full subscriptions as provided in Section 3.2 (Usage Limits). If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest per the Prompt Payment Act (§ 218.70, Fla. Stat.) and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owed by You under this or any other agreement for Our services is 30 or more days overdue We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until all such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 13.1 (Manner of Giving Notice), before suspending services to You.

5.5. Payment Disputes. We will not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, excise, use or withholding taxes,

assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.6 (Taxes), We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

5.8 Users. If You are an individual User, your employer or contractor is responsible for payment for the Service(s).

5.9 Purchases from Resellers. If You purchase Services from a Monet reseller, Your pricing and payment terms will be those agreed upon between the reseller and You. The reseller will provide any discounts, refunds or credits to which You are entitled; Monet will not be obligated to provide discounts, refunds or credits directly to You. Any fees, taxes or interest that We are permitted to charge You hereunder may be charged by the reseller. Monet will not be liable for the acts or omissions of the reseller.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services, including all of Our/their related intellectual property rights. We will be the sole owner of any and all custom code and training materials created or developed for You under this Agreement. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. License by You to Host Your Data and Applications. You grant Us and Our Affiliates a worldwide, limited term, non-exclusive, transferable, revocable, license to host, copy, transmit and display Your Data, and any applications and program code created by or for You, as necessary for Us to provide the Services in accordance with this Agreement, subject to the confidentiality provisions set forth herein. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data or any Non-Monet Application or program code.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or consists of personal, financial, customer, or otherwise protected information. Your Confidential Information includes Your Data. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, as shown by its records, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently

developed by the Receiving Party, as shown by its records. We understand that CFX is subject to the Public Records Act (Ch. 119 Fla Statutes)

7.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, agents, resellers and contractors who need that access for purposes consistent with this Agreement and who are bound by obligations no less stringent than those herein.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled to do so by law or the rules of a stock exchange upon which its shares are traded, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7.4 Our Communications. Your Data includes Your name and email address and the names and email addresses of Your Administrative and Supervisor Users. Notwithstanding anything in this Agreement to the contrary, You agree that We may use such names and email addresses to send You and Your Administrative and Supervisor Users communications (such as newsletters and service announcements) regarding the Services and other services and products. In addition, You agree that We may cause such communications to appear within the Services. Our communications may contain advertisements or solicitations regarding new features, services or products, and You consent, on behalf of Yourself and Your Administrative and Supervisor Users, to receive such communications.

8. SERVICE AVAILABILITY

We will make the Service available to You 99% of the time in each calendar month, and We will provide You with one of the following credits in the event that the Service is not available 99% of the time in a calendar month:

Availability	Credit (% of monthly subscription fee for Service)
98%-98.99%	10%
97%-97.99%	20%
<97%	30%

The Service is available if substantially all of the functionality can be accessed for normal use. The Service will not be considered unavailable for either of the following reasons: (a) maintenance (repairs, updates and upgrades) scheduled at least 12 hours in advance and held between the hours of 10 p.m. and 5 a.m. Pacific Time, Monday through Friday, and anytime on the weekends or official holidays in California, United States; or (b) causes beyond the control of

Monet, including Your error, Your misconduct, Your failure to meet the system requirements, denial of service attacks or other criminal activity, or telecommunications or Internet service slowdowns or outages. Monet may send out scheduled maintenance notices via email or Monet may post such notices on the Service; in either case, You will be deemed to have received notice of the schedule maintenance.

You must contact Monet if You experience any unavailability of the Service and provide details about the unavailability. You will not be entitled to any credit if You do not report the unavailability to Monet within thirty (30) days after such unavailability occurs. All calculations of unavailability will be based on Monet's system tracking tools. Monet or Your Monet reseller will apply any credit towards Your next invoice after Monet determines a credit is due. You are not entitled to cash payment of any credit; all credits will terminate upon the expiration or termination of this Agreement. Credits are based only on the subscription fee paid for the software Service, not any professional services. The receipt of credits will be Your only remedy for any unavailability of the Service.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. Our Warranties. We warrant that (a) We will take the safeguards for protection of the security Your Data described in the Documentation, (b) the Services will contain the functionality described in the applicable Documentation in all material respects, and (c) We will not materially decrease the functionality or security of the Services during a subscription term. For any breach of an above warranty, Your exclusive remedies and Our sole liabilities are those described in Sections 12.3 (Termination) and 12.4 (Refund or Payment upon Termination).

9.3. Your Warranties. You warrant that (a) You have the authority and right to provide Your Data to Us for Our use in providing the Services and as otherwise described herein, and (b) You will comply with all laws applicable to Your use of the Services.

9.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. INDEMNIFICATION

10.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs

finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You without Your written consent unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 9.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from a Non-Monet Application or Your breach of this Agreement.

10.3. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. EXCEPT FOR ANY BREACH OF CONFIDENTIALITY OBLIGATIONS AND WITHOUT LIMITING EACH PARTY'S DEFENSE OR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU FOR SUBSCRIPTION FEES HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR SUBSCRIPTION FEES HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR SERVICES).

11.2. Exclusion of Consequential and Related Damages. EXCEPT FOR ANY BREACH OF CONFIDENTIALITY OBLIGATIONS AND WITHOUT LIMITING EACH PARTY'S DEFENSE OR INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.3. Application of Limitations. The limitations and disclaimers in Sections 11.1 (Limitation of Liability) and 10.2 (Exclusion of Consequential and Related Damages) will apply even if the party is advised of the possibility of such damages or liability and even if a remedy fails of its essential purpose.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the date You first accept it and

continues until all subscriptions hereunder have expired or have been terminated.

12.2. Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form (or order between You and the reseller). Except as otherwise specified in an Order Form (or order between You and the reseller), You have an option to renew for additional periods equal to the expiring subscription term, by giving Us notice of renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 10% of the pricing for the applicable Service in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant Order Form as promotional or one-time.

12.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We or Our reseller will refund You any prepaid fees covering the remainder of the term of all Order Forms (or order between You and the reseller) after the effective date of termination, which will be Your only remedy. If this Agreement is terminated by Us in accordance with Section 12.3 (Termination), You will pay any unpaid fees covering the remainder of the term of all Order Forms (or order between You and the reseller). In no event will termination relieve You of Your obligation to pay any fees payable to Us or Our reseller for the period prior to the effective date of termination, unless due to a material breach.

12.5. Portability and Deletion of Your Data. Upon written request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download. After that 90-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

12.6. Surviving Provisions. Sections 5 (Fees and Payment for Services), 6 (Proprietary Rights and Licenses), 7 (Confidentiality), 8 (Service Availability), 9.4 (Disclaimers), 10 (Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Portability and Deletion of Your Data), 13 (Notices, Governing Law and Jurisdiction) and 14 (General Provisions) will survive any termination or expiration of this Agreement in perpetuity, unless expressly stated otherwise in the section.

13. NOTICES, GOVERNING LAW AND JURISDICTION

13.1. Manner of Giving Notice. You agree to provide Us with Your e-mail addresses, to promptly provide Us with any changes to such, and to accept notices to You addressed to the contact designated by You for Your relevant Services account, and in the case of billing-related notices,

to the relevant billing contact designated by You. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given and received upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of an indemnifiable claim). Your notice to Us of non-renewal of this Agreement shall be sent to billing@monetsoftware.com. All other notices to Us, may be sent to legal@monetsoftware.com.

13.2. Agreement to Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Florida and any controlling Florida, regardless of any applicable conflict of laws rules. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be filed exclusively in a state court located in Orange County, Florida. Each party waives any objection to such courts based on lack of personal jurisdiction, improper venue or inconvenient forum.

13.3. Injunctive Relief. A party's breach or threatened breach of this Agreement related to the other party's Confidential Information or intellectual property rights will cause such other party irreparable harm for which the recovery of money damages would be inadequate. Therefore, in the case of a party's breach or threatened breach of this Agreement related to the other party's Confidential Information or intellectual property rights, the other party will be entitled to obtain injunctive relief, without the need to post a bond or prove actual monetary damages, to protect its rights under this Agreement in addition to any and all remedies available at law.

14. GENERAL PROVISIONS

14.1. Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. You represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our or our Reseller's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@monetsoftware.com.

14.3. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is

void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

14.4. Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, (i) either party may assign its rights and delegate its obligations under this Agreement in their entirety (including all Order Forms), without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, and (ii) Monet may assign rights and delegate obligations hereunder to its reseller

14.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.6. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be reformed to a term that is enforceable and most nearly captures the parties' intent, or, if that is impermissible, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.8. Construction. Each party waives any right to have the Agreement construed against the drafter. The use of "include", "includes" and "including" in this Agreement is illustrative and not exhaustive.

14.9. Government Rights. The Services and Documentation are "commercial computer software" or "commercial computer software documentation" as those terms are defined in 48 C.F.R. 252.227-7014(a)(1) (2007) and 252.227-7014(a)(5) (2007). The U.S. Government's rights with respect to the Services and Documentation are limited by this Agreement pursuant to FAR § 12.212 (Computer Software) (1995) and 12.211 (Technical Data) (1995) and/or DFAR 227.7202-3, as applicable. As such, the Services and Documentation are being licensed to the U.S. Government end users, if at all: (i) only as "Commercial Items" as that term is defined in FAR 2.101 generally and as incorporated in DFAR 212.102; and (ii) with only those limited rights as are granted to the public pursuant to this Agreement. Under no circumstance will the U.S. Government or its end users be granted any greater rights than are granted to other users as provided for in this Agreement.

14.10. The standard conditions in the addendum are incorporated herein.

14.11. Remedies Cumulative. Except as stated otherwise herein, remedies provided for in this Agreement are cumulative, not exclusive.

14.12. Counterparts. The delivery of a copy of a signed signature page will have the same effect as the delivery of a signed, physical copy. Together signed and delivered counterpart of this Agreement will constitute a fully-executed contract.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

ACKNOWLEDGED AND AGREED:

YOU

By: 

Print Name: Aneth Williams

Title: Director of Procurement

Date: 8-24-16

MONET SOFTWARE, INC.


By: 

Print Name: JAMES J. DELLA CHIERA

Title: EVP OPERATIONS

Date: 8/24/2016

REVIEWED AND APPROVED
BY CFX LEGAL


8/24/2016

CONTRACT ADDENDUM

A-1. **Inspector General.** Contractor agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

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

A-3. **Public Records Retention.** Pursuant to Section 119.0701(2), Florida Statutes, Contractor acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the Contractor is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Contractor agrees to comply with Section 119.0701, Florida Statutes, an excerpt of which is below.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 690-5000, Email:PublicRecords@CFXWay.com, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

To the extent applicable, the Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.


Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: August 7, 2017 

RE: June 2017 Financial Reports

Attached please find the June 2017 Financial Reports. Please note this information is being provided as interim information and has not been audited, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2017. 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**

	<u>FY 17 MONTH ACTUAL</u>	<u>FY 17 MONTH BUDGET</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 YEAR-TO-DATE BUDGET</u>	<u>FY 17 YEAR-TO-DATE VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>	<u>FY 16 - 17 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS	\$ 35,696,286	\$ 33,265,282	\$ 421,943,753	\$ 392,100,000	\$ 29,843,753	7.6%	8.4%
FEES COLLECTED VIA UTA/UTC'S AND PBP'S	597,226	491,079	7,286,946	5,695,900	1,591,046	27.9%	1.3%
TRANSPONDER SALES	21,581	40,731	235,588	488,767	(253,179)	-51.8%	41.4%
OTHER OPERATING	252,721	114,777	1,621,796	1,408,974	212,822	15.1%	19.5%
INTEREST	455,032	146,203	4,954,063	2,446,481	2,507,582	102.5%	33.1%
MISCELLANEOUS	45,599	71,654	1,023,675	993,086	30,589	3.1%	-3.1%
TOTAL REVENUES	37,068,445	34,129,726	437,065,821	403,133,208	33,932,613	8.4%	8.5%
O M & A EXPENSES							
OPERATIONS	9,336,728	7,342,225	52,831,097	52,180,149	(650,948)	-1.2%	28.7%
MAINTENANCE	3,802,495	3,401,022	15,018,089	17,131,201	2,113,112	12.3%	9.9%
ADMINISTRATION	903,890	879,153	6,746,024	7,811,620	1,065,596	13.6%	-5.8%
OTHER OPERATING	775,649	285,964	2,929,842	2,669,000	(260,842)	-9.8%	49.5%
TOTAL O M & A EXPENSES	14,818,763	11,908,365	77,525,052	79,791,970	2,266,918	2.8%	21.5%
NET REVENUES BEFORE DEBT SERVICE	22,249,683	22,221,362	359,540,769	323,341,238	36,199,531	11.2%	6.1%
COMBINED NET DEBT SERVICE	14,429,390	14,392,569	171,302,339	172,750,199	1,447,860	0.8%	20.2%
NET REVENUES AFTER DEBT SERVICE	<u>\$ 7,820,293</u>	<u>\$ 7,828,793</u>	<u>\$ 188,238,430</u>	<u>\$ 150,591,039</u>	<u>\$ 37,647,392</u>	<u>25.0%</u>	<u>-4.2%</u>

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2017.

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2017
FOR THE MONTH ENDING JUNE 30, 2017 AND YEAR-TO-DATE**

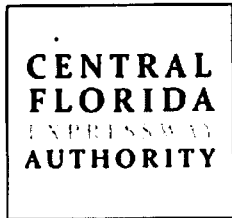
	<u>FY 2017 ACTUAL</u>	<u>FY 2017 BUDGET</u>	<u>VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 52,831,097	\$ 52,180,149	\$ (650,948)	-1.2%
Maintenance	15,018,089	17,131,201	2,113,112	12.3%
Administration	6,746,024	7,811,620	1,065,596	13.6%
Other Operating	<u>2,929,842</u>	<u>2,669,000</u>	<u>(260,842)</u>	<u>-9.8%</u>
Total O M & A	\$ 77,525,052	\$ 79,791,970	\$ 2,266,918	2.8%
 Capital Expenditures				
Operations	\$ 19,377	\$ 226,500	207,123	91.4%
Maintenance	125,417	121,460	(3,957)	-3.3%
Administration	<u>41,612</u>	<u>77,500</u>	<u>35,888</u>	<u>46.3%</u>
Total Capital Expenditures	\$ 186,407	\$ 425,460	\$ 239,053	56.2%

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2017.

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Thirteenth Period Ending June 30, 2017**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	490,357	517,963	27,606	5.33%
Image Review	4,688,125	4,019,100	(669,025)	-16.65%
Special Projects	135,069	189,053	53,984	28.55%
Information Technology	4,794,354	3,979,439	(814,915)	-20.48%
E-PASS Service Center	19,236,216	19,830,918	594,702	3.00%
Public Outreach/Education	2,302,636	2,329,000	26,364	1.13%
Subtotal CFX	31,646,758	30,865,473	(781,285)	-2.53%
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	1,627,412	1,745,515	118,103	6.77%
Airport Plaza	0	0	0	0.00%
Dallas Plaza	1,427,015	1,421,720	(5,295)	-0.37%
East-West Expressway (SR 408)				
Dean Plaza	1,446,647	1,481,631	34,984	2.36%
Conway Main Plaza	2,626,175	2,543,301	(82,874)	-3.26%
Pine Hills Plaza	1,685,475	1,745,337	59,862	3.43%
Hiawasse Plaza	1,465,037	1,515,723	50,686	3.34%
Western Expressway (SR 429)				
Independence Plaza	1,424,680	1,505,364	80,684	5.36%
Forest Lake Plaza	1,594,395	1,589,723	(4,672)	-0.29%
Ponkan Plaza	0	36,000	36,000	100.00%
Greeneway Expressway (SR 417)				
University Plaza	1,541,459	1,521,770	(19,689)	-1.29%
Curry Ford Plaza	1,350,482	1,466,065	115,583	7.88%
Boggy Creek Plaza	1,778,846	1,807,305	28,459	1.57%
John Young Plaza	1,770,290	1,656,215	(114,075)	-6.89%
John Land Apopka (SR 414)				
Coral Hills Plaza	1,465,804	1,505,507	39,703	2.64%
Subtotal Toll Facilities	21,203,716	21,541,176	337,460	1.57%
Total Operations Expenses	52,850,474	52,406,649	(443,825)	-0.85%



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Thirteenth Period Ending June 30, 2017**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,836,219	1,987,183	150,964	7.60%
Expressway Operations	4,424,527	4,968,628	544,101	10.95%
Routine Maintenance	8,882,761	10,296,850	1,414,089	13.73%
Total Maintenance Expenses	15,143,507	17,252,661	2,109,154	12.23%

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Thirteenth Period Ending June 30, 2017**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	683,252	675,549	(7,703)	-1.14%
Administrative Services	1,983,499	2,157,873	174,374	8.08%
Communications	533,458	681,163	147,705	21.68%
Human Resources	140,278	224,887	84,609	37.62%
Supplier Diversity	240,374	361,035	120,661	33.42%
Accounting	1,297,563	1,477,186	179,623	12.16%
Records Management	319,616	364,751	45,135	12.37%
Construction Administration	50,305	93,567	43,262	46.24%
Procurement	432,212	475,827	43,615	9.17%
Legal	533,626	732,829	199,203	27.18%
Internal Audit	496,655	564,000	67,345	11.94%
525 Magnolia	23,233	25,356	2,123	8.37%
Plans Production	53,566	55,097	1,531	2.78%
Grand Total Expenses	6,787,636	7,889,120	1,101,484	13.96%

**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**

	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 YEAR-TO-DATE BUDGET</u>	<u>FY 17 YEAR-TO-DATE VARIANCE</u>	<u>FY 16 YEAR-TO-DATE ACTUAL</u>	<u>FY 16 YEAR-TO-DATE BUDGET</u>	<u>FY 16 YEAR-TO-DATE VARIANCE</u>	<u>YEAR-TO-DATE VARIANCE COMPARISON</u>
REVENUES							
TOLLS	\$ 421,943,753	\$ 392,100,000	\$ 29,843,753	\$ 389,273,399	\$ 345,799,999	\$ 43,473,400	\$ (13,629,647)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	7,286,946	5,695,900	1,591,046	7,193,151	5,033,000	2,160,151	(569,105)
TRANSPONDER SALES	235,588	488,767	(253,179)	166,627	65,054	101,573	(354,752)
OTHER OPERATING	1,621,796	1,408,974	212,822	1,356,894	2,139,103	(782,209)	995,031
INTEREST	4,954,063	2,446,481	2,507,582	3,722,191	1,899,109	1,823,082	684,500
MISCELLANEOUS	1,023,675	993,086	30,589	1,056,665	950,217	106,448	(75,859)
TOTAL REVENUES	437,065,821	403,133,208	33,932,613	402,768,927	355,886,482	46,882,445	(12,949,832)
O M & A EXPENSES							
OPERATIONS	52,831,097	52,180,149	(650,948)	41,037,434	44,740,075	3,702,641	(4,353,589)
MAINTENANCE	15,018,089	17,131,201	2,113,112	13,664,552	16,367,878	2,703,326	(590,214)
ADMINISTRATION	6,746,024	7,811,620	1,065,596	7,159,013	7,590,346	431,333	634,263
OTHER OPERATING	2,929,842	2,669,000	(260,842)	1,959,777	2,675,731	715,954	(976,796)
TOTAL O M & A EXPENSES	77,525,052	79,791,970	2,266,918	63,820,776	71,374,030	7,553,254	(5,286,336)
NET REVENUES BEFORE DEBT SERVICE	359,540,769	323,341,238	36,199,531	338,948,151	284,512,452	54,435,699	(18,236,168)
COMBINED NET DEBT SERVICE	171,302,339	172,750,199	1,447,860	142,462,525	142,811,432	(348,907)	1,796,767
NET REVENUES AFTER DEBT SERVICE	<u>\$ 188,238,430</u>	<u>\$ 150,591,039</u>	<u>\$ 37,647,392</u>	<u>\$ 196,485,626</u>	<u>\$ 141,701,020</u>	<u>\$ 54,784,606</u>	<u>\$ (17,137,214)</u>

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2017.

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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**

	FY 17 MONTH ACTUAL	FY 16 MONTH ACTUAL	FY 16 - 17 SAME MONTH COMPARISON	FY 17 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE ACTUAL	FY 16 - 17 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 35,696,286	\$ 33,560,197	\$ 2,136,089	\$ 421,943,753	\$ 389,273,399	\$ 32,670,354
FEES COLLECTED VIA UTA/UTC'S AND PBP'S	597,226	611,110	(13,884)	7,286,946	7,193,151	93,795
TRANSPONDER SALES	21,581	21,867	(286)	235,588	166,627	68,961
OTHER OPERATING	252,721	106,857	145,864	1,621,796	1,356,894	264,902
INTEREST	455,032	462,190	(7,158)	4,954,063	3,722,191	1,231,872
MISCELLANEOUS	45,599	70,299	(24,701)	1,023,675	1,056,665	(32,990)
TOTAL REVENUES	37,068,445	34,832,520	2,235,925	437,065,821	402,768,927	34,296,894
O M & A EXPENSES						
OPERATIONS	9,336,728	5,873,655	3,463,073	52,831,097	41,037,434	11,793,663
MAINTENANCE	3,802,495	3,563,886	238,609	15,018,089	13,664,552	1,353,537
ADMINISTRATION	903,890	929,129	(25,239)	6,746,024	7,159,013	(412,989)
OTHER OPERATING	775,649	257,130	518,519	2,929,842	1,959,777	970,065
TOTAL O M & A EXPENSES	14,818,763	10,623,800	4,194,963	77,525,052	63,820,776	13,704,276
NET REVENUES BEFORE DEBT SERVICE	22,249,683	24,208,720	(1,959,037)	359,540,769	338,948,151	20,592,618
COMBINED NET DEBT SERVICE	14,429,390	11,895,607	2,533,783	171,302,339	142,462,525	28,839,814
NET REVENUES AFTER DEBT SERVICE	\$ 7,820,293	\$ 12,313,113	\$ (4,492,820)	\$ 188,238,430	\$ 196,485,626	\$ (8,247,196)

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2017.

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E.3.

Executive Director's Report

Executive Director Report August 2017

AWARDS

The Achievement of Excellence in Procurement Award was granted to CFX last month by the National Procurement Institute. The award recognizes organizational excellence in public and non-profit procurement.

The Certificate of Achievement for Excellence in Financial Reporting was awarded to CFX by the Government Finance Officers Association of the United States and Canada. CFX's Comprehensive Financial Report was judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive spirit of full disclosure.

RATING AGENCY UPDATE

Jay Madara, CFX Treasurer; Hugh Miller, CFX Traffic and Revenue Engineer; Brent Wilder, CFX Financial Advisor; Lisa Lumbard, and I provided the three rating agencies a comprehensive update on CFX activities and financial position this past month. (S&P, Moody's and Fitch) The feedback was positive from all three rating agencies.

TOLL TRANSACTION INTEROPERABILITY AND PROCESSING AGREEMENT

Negotiations regarding the Toll Transaction Interoperability and Processing Agreement concluded on August 3, 2017. The agreement will be presented for Board approval on August 10, 2017.

CUSTOMER EXPERIENCE ENHANCEMENTS

A new mobile friendly E-PASS website will be launched this month that provides a new and improved customer experience to open and manage their E-PASS accounts.

FLORIDA TRANSPORTATION SUMMIT

CFX staff attended the Florida Transportation Summit hosted by the Florida Transportation Commission, Floridians for Better Transportation and Team Florida on July 19 and 20, 2017.

REGIONAL TRANSPORTATION SUMMIT

The Central Florida Leadership Forum will host a Regional Transportation Summit on August 24, 2017. Members of the Central Florida Transportation Task Force will showcase their final report focused on improved multi-modal regional transportation connectivity. Representatives from CFX, Metroplan Orlando, LYNX, SunRail and FDOT District 5 will participate in the event.

EVENT TRAFFIC COORDINATION

CFX is working with the City of Orlando and Orange County in an effort to improve traffic management in the Orlando area during major events.

SR 528 INNOVATION WAY INTERCHANGE

The construction of the SR 528 Innovation Interchange will be complete in the spring of 2018. Board members may contact Michelle Maikisch for a personal tour of this amazing project.

COMMUNITY EVENTS/MEETINGS

July 19 - I-4 Ultimate Public Involvement Committee Meeting
July 19 & July 20 - CFX Concept Studies Project Advisory Group
July 20 – Local Love: Youth Homelessness
July 21 – State of the City -- Orlando
July 25 – Waterman Village HOA in Mount Dora
July 25 – Professional Construction Estimators Association Presentation
July 27 – Wekiva Parkway Section 1 Opening
July 27 – LYNX Board of Directors
Aug 3 – What’s Up Downtown
Aug 3 – College Park Main Street Committee Meeting
Aug 4 – Lake County Coffee Connections
Aug 5 – Seminole Town Center Back to School Expo

PERFORMANCE DASHBOARD

JUNE 2017

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Wait Time		
	Actual	6 mo. Avg	Actual	Target	
Service Center: East	10,697	10,941	2:16	<5m	
Service Center: West	3,803	3,986	2:21	<5m	

SERVICE CENTER: MINUTE INTERVALS <5 5-6 6-7 7-8 8-9 9+

Call Center	77,258	72,487	0:54	<1m	
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CALL CENTER: % MINUTE INTERVALS <1 1-2 2-3 3-4 4-5 5+



AVERAGE SPEED: PEAK DIRECTION

		mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	55	51
SR 417	Int'l Dr. to Seminole Co. Line	55-70	66	60
SR 528	Sand Lake Rd. to SR 520	70	65	62
SR 429	Seidel Rd. to SR 414	70	67	65
SR 451	SR 429 to US 441	65	61	65
SR 414	US 441 to US 441	65	64	63

LEGEND: <10 11-20 >= 21

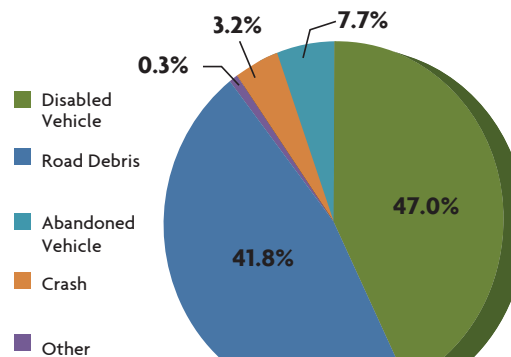
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.3	\$30.0	82%	91%	
SR 429 Systems Interchange	\$82.3	\$57.3	70%	73%	
SR 429, US 441 to North of Ponkan Rd.	\$56.5	\$52.7	93%	97%	
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.9	\$46.3	99%	100%	
SR 453, Lake County Line to SR 46	\$49.5	\$33.1	67%	69%	
SR 528/Innovation Way Interchange	\$61.6	\$44.8	73%	56%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$21.4	55%	58%	

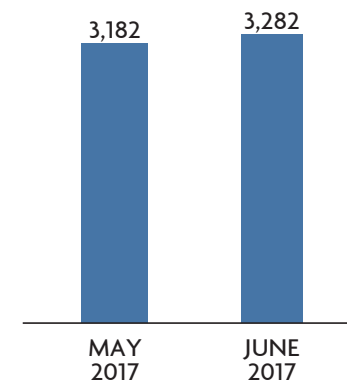
LEGEND: Spent vs. Time <10 11-20 >= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2015 FATALITIES

1.13	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2010-2015 – 5 Year Average

WRONG WAY DRIVING (WWD)

Period Covered	Vehicles Detected	Documented Turn Arounds
June 2017	16	13

FINANCIALS

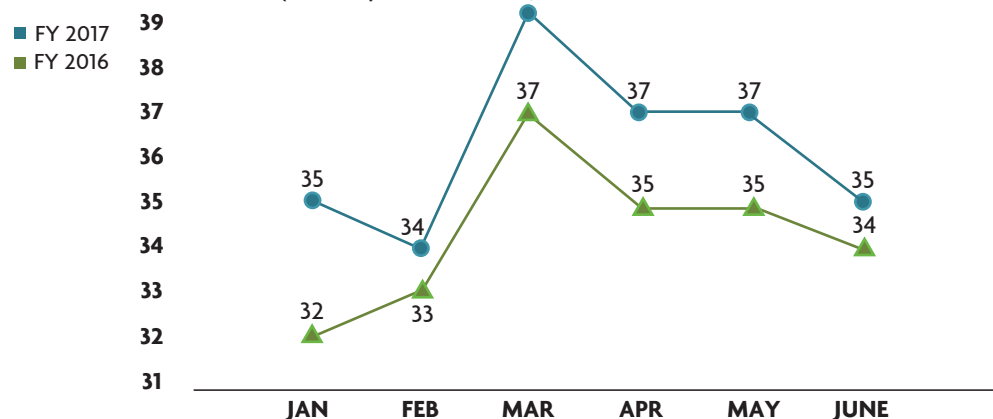
FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$436.9	\$403.0	8%
OM&A Expenses	\$73.6	\$79.8	8%
Net Revenue	\$192.0	\$150.6	28%

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.15	1.98
Subordinate Lien	1.85	1.70


TOTAL TRANSACTIONS* (millions)



F. 1.

MEMORANDUM

TO: CFX Board Members

FROM: Laura Kelley, Executive Director 

DATE: August 3, 2017

SUBJECT: Interoperability Agreement with the Florida Department of Transportation

CFX staff has concluded negotiations with the Florida Department of Transportation regarding the interoperability agreement. The agreement has an initial 10 year term and is attached for the Board's consideration.

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

The price per transaction processed will be a reciprocal three cents (\$.03), which staff deems reasonable and acceptable. This has been allocated in the current OM&A budget.

Board approval of the attached agreement is recommended.

LK/ml

Attachment: Interoperability Agreement

INTEROPERABILITY AND PAYMENT PROCESSING AGREEMENT

This Interoperability and Payment Processing Agreement (this "Agreement") is entered into effective as provided herein, between the Florida Department of Transportation ("FDOT") and the Central Florida Expressway Authority ("CFX") (FDOT and CFX are also individually referred to as a "Party" and collectively as the "Parties").

RECITALS

A. FDOT, CFX's predecessor (the Orlando-Orange County Expressway Authority, "OOCEA"), and Osceola County, Florida ("Osceola County") entered into an Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement on March 8, 2002; executed a First Amendment on May 7, 2004 between FDOT, OOCEA, Osceola County and Miami-Dade County Expressway Authority ("MDX"); and executed a Second Amendment on February 18, 2005 between FDOT, OOCEA, Osceola County, MDX, and Lee County DOT to operate electronic toll collection within the State of Florida ("collectively, the "2002 Interoperability Agreement").

B. FDOT operates an electronic payment collection system known as SunPass and CFX operates an electronic payment collection system known as E-PASS. SunPass and E-PASS are interoperable and FDOT and CFX intend to continue to maintain SunPass and E-PASS as interoperable electronic and image payment systems.

C. CFX and Osceola County are parties to an Interlocal Agreement, effective November 20, 2007, pursuant to which CFX has agreed to provide customer service, toll collection and other services to Osceola County (the "Osceola County Agreement"). Pursuant to Chapter 2014-171, Laws of Florida, the Osceola County Expressway Authority ("OCX") will be merged into CFX. CFX and OCX are parties to an Interlocal Agreement, effective August 15, 2016, for Customer Service and Support, pursuant to which CFX has agreed to provide customer service, toll collection and other services to OCX for the Poinciana Parkway (the "OCX Agreement").

D. In 2017, FDOT expects to implement a Centralized Customer Service System ("CCSS") in conjunction with the Tampa-Hillsborough Expressway Authority ("THEA") and MDX, in accordance with CCSS Master Agreements entered into between FDOT and MDX on March 2, 2016 and FDOT and THEA on April 19, 2016.

E. On June 11, 2014, FDOT and OOCEA entered into an Interlocal Agreement which requires execution of an agreement between CFX and FDOT to provide for payment by CFX to FDOT of the actual cost incurred by FDOT to process toll transponder

transactions for CFX and by FDOT to CFX of the cost incurred by CFX to process toll transponder transactions for FDOT.

F. On January 12, 2017, FDOT notified CFX that FDOT would be terminating its participation in the 2002 Interoperability Agreement 180 days following the date of the notice, pursuant to the provisions of Section XVI, "TERMINATION" of the 2002 Interoperability Agreement, to provide for performance of electronic and video toll collection services by the CCSS vendor. On January 25, 2017, MDX notified FDOT and CFX that MDX was also terminating its participation in the 2002 Interoperability Agreement 180 days following the date of the notice, pursuant to the provisions of Section XVI, "TERMINATION" of the 2002 Interoperability Agreement.

G. FDOT and CFX intend this Agreement to both replace the 2002 Interoperability Agreement as it relates to FDOT, MDX and CFX, and satisfy the condition expressed in Section 13(v) of the June 11, 2014, Interlocal Agreement.

AGREEMENT

In consideration of the covenants herein contained, FDOT and CFX agree as follows:

1. Recitals; Certain Defined Terms.

a. The above recitals are true and correct, form a material part of this Agreement and are hereby incorporated by reference into the body of this Agreement.

b. For the purposes of this Agreement, the terms "SunPass Facility" and "SunPass Facilities" shall mean the toll roads owned by FDOT (including the Florida Turnpike system) and any other roadway or facility, whether or not owned by FDOT, for which FDOT has entered into an agreement or will enter into an agreement to provide customer service, toll or fee collection and other services utilizing the SunPass electronic payment system.

c. For the purposes of this Agreement, the terms "E-PASS Facility" and "E-PASS Facilities" shall mean the CFX owned expressway system and any other roadway or facility, whether or not owned by CFX, for which CFX has entered into an agreement or will enter into an agreement to provide customer service, toll or fee collection and other services utilizing the E-PASS electronic payment system, including without limitation, the facilities described in the OCX Agreement (Poinciana Parkway, State Road 538) and the Osceola County Agreement (Osceola Parkway, County Road 522).

d. The Parties acknowledge that, from time to time, FDOT and CFX individually may agree to make their electronic payment system interoperable with a toll collection system utilized by the owner of a toll facility located outside the State that does not currently utilize either the SunPass or the E-PASS electronic payment collection system (a "Third Party System"). Each Party will offer the other the opportunity to make its electronic payment collection system interoperable with each Third Party System. The Parties recognize that obtaining interoperability with a Third Party System may require building additional system interfaces with each other. FDOT or CFX will not charge each other for the cost of establishing interoperability with a Third Party System. If CFX or FDOT accepts the opportunity, they agree to bear the toll transaction costs or other expenses, if any, that are charged by the owner or operator of a Third Party System for its account holders' use of the Party's facilities (the SunPass Facilities or the E-PASS Facilities, as the case may be). Nothing in this paragraph shall require a Party to make its electronic payment system interoperable with a Third Party System or to require a Party to pay fees or charges imposed by the owner or operator of a Third Party System that the Party has not agreed to become interoperable with. As of the Effective Date of this Agreement, FDOT and CFX have agreed to be and are interoperable with a Third Party System operated by the North Carolina Department of Transportation, Turnpike Authority ("NCTA"), pursuant to an agreement between FDOT and NCTA dated July 30, 2013, as amended December 3, 2014, and with a Third Party System operated by Georgia's State Road and Tollway Authority ("GSRTA") pursuant to an agreement between FDOT and GSRTA dated October 3, 2014.

2. Continued Interoperability.

The 2002 Interoperability Agreement included an interoperability interface technical specification to establish interoperability between SunPass and E-PASS. This legacy interoperability interface specification, and its associated updates as of the date of this Agreement, are referred to in this Agreement as the "Florida Interoperability Technical Interface Specification". The interface specification that will be used by all toll agencies for interoperability with the CCSS is the E-Z Pass Inter-Customer Service Center Interface File and Reporting Specification – Ver CSC 1.51i – 2014-04-08, as it may be amended from time to time (the "E-Z Pass File Specification"), a copy of which is attached hereto as Exhibit A. Effective September 1, 2017, except as may otherwise be agreed in writing, the Parties will discontinue use of the Florida Interoperability Technical Interface Specification and will utilize the E-Z Pass File Specification to achieve interoperability in accordance with the terms and conditions of this Agreement.

3. Payment of Tolls and Fees.

After each agency has checked their own customer records for a match, if a transaction on a E-PASS Facility is identified and associated with a transponder or a license plate identified by FDOT as associated with a SunPass account in the current files provided pursuant to section 6 of this Agreement, FDOT will deduct the transaction amount from the customer's account and remit the Net Charge (as defined below) to CFX. If a transaction on a SunPass Facility is identified and associated with a transponder or a license plate identified by CFX as associated with an E-PASS account in the current files provided pursuant to section 6 of this Agreement, CFX will deduct the transaction amount from the customer's account and remit the Net Charge (as defined below) to FDOT.

4. Acknowledgment of Pledge to Bondholders.

The Parties hereby acknowledge and agree that the gross toll revenues collected by a Party for the account of the other Party to this Agreement have been pledged to the holders of the outstanding bonds and other indebtedness of such other Party. Consequently, the Parties agree that they shall not take any action or omit taking an action under this Agreement which could adversely affect the other Party's pledge of such toll revenues, or the required application of such revenues, including without limitation, the other Party's payment of debt service on any outstanding bonds. However, nothing in this section shall be construed to forgive or eliminate a Party's obligation to pay the other Party the fees established by this Agreement.

5. Costs and Fees.

Each Party will incur certain costs in connection with its maintenance of customer accounts and the processing of charges incurred by its account holders on the facilities served by the other Party. The amount to be transferred by a Party for its account holders' use of the facilities served by the other Party (the "Net Charge") shall be calculated by deducting payment card fees and transaction fees from the gross amount, as follows:

a. Payment Card Fees. Payment card fees incurred by a Party in connection with payments by its customers to their accounts will be proportionately allocated to the Party who receives payment from the account as follows.

i. An estimated payment card fee not to exceed two and two tenths percent (2.2%) will be deducted from the weekly wire transfers.

ii. A reconciliation of the estimated payment card fees to the actual payment card fees will be performed during the following month. Each Party will calculate the actual payment card fees it incurred during the prior month based on the actual payment card fees incurred by the Party in connection with payments made by its customers to their toll accounts during the month divided by the total payments made by its customers to their toll accounts for the month. Each Party will then multiply the actual percentage figure (calculated to the eighth decimal) for payment card fees by the total tolls incurred by its toll account customers during the same month for the use of the other Party's facilities. A sample calculation is attached as Exhibit B.

iii. The difference between the estimated payment card fees deducted from the weekly wire transfers and the actual payment card fees allocated to the other Party as calculated in the monthly reconciliation will be included as an adjustment in the next weekly wire by each Party.

b. Transaction Fees. A transaction fee of 3 cents (\$0.03) ("Transaction Fee") will be charged by each Party to the other Party to this Agreement. CFX will deduct the Transaction Fee for each paid transaction it processes through its back office for transactions on a SunPass Facility. FDOT will deduct the Transaction Fee for each paid transaction FDOT processes for transactions on an E-PASS Facility.

6. Identification of Accounts and Transactions Exchange.

In order for each of the Parties to identify transactions on their respective facilities that are associated with valid accounts maintained by the other Party, each Party shall provide the other with a file or files identifying valid transponders and a file or files identifying license plates associated with the accounts maintained by the Party. Such files shall be provided on a regular schedule, at least once every 24 hours, or more frequently, as subsequently agreed to by the Parties in a manner consistent with the technical guidelines contained in the E-Z Pass File Specification. Such files are provided for the receiving Party's use in identifying transactions that are attributable to the account customers of the other Party.

Certain persons are exempt from the payment of tolls pursuant to section 338.155, Florida Statutes. Each Party shall provide the other Party with list of all valid non-revenue transponders and a list of license plates identified with such transponders issued pursuant to section 338.155. Non-revenue transponders issued to persons who are not

exempt from tolls on the other Party's facilities under section 338.155 shall not be included in the list.

In order for each of the Parties to post transactions to the respective identified accounts, each Party shall provide the other with a file identifying transactions from their facilities (all SunPass Facilities or all E-PASS Facilities, as the case may be) that are associated with the other Party's accounts. Such files shall be provided on a regular schedule, at least once every 24 hours, or more frequently, as subsequently agreed to by the Parties in a manner consistent with the technical guidelines contained in the E-Z Pass File Specification.

7. Settlement and Payments.

Effective on the date the Parties discontinue use of the Florida Interoperability Technical Interface Specification and begin utilization of the E-Z Pass File Specification to achieve interoperability in accordance with section 2, the Parties shall utilize the settlement and payment provisions of this section.

a. Payment of Net Charges between the Parties will be accomplished by electronic fund transfers between banking institutions. Weekly wires will be based on financial transactions that were successfully processed against customer accounts between 12:00:00 AM the first day of the distribution period through 11:59:59 PM the final day of the distribution period. The distribution period will be based upon weeks defined as follows:

Week 1 – 1st through the 7th

Week 2 – 8th through the 14th

Week 3 – 15th through the 21st

Week 4 – 22nd – through the last day of the month

b. Funds representing Net Charges will be available in the receiving Party's bank account each Monday for the week that ended the preceding distribution week. If a bank holiday occurs on a Monday, such funds will be available on the next business day following the Monday holiday. An illustrative draft sample schedule of settlement dates for the State fiscal year beginning July 1, 2017 is attached as Exhibit C.

c. If any weekly wires, or portion thereof, cannot be accomplished, notification will be immediately provided to the receiving Party. If possible, a partial wire transfer will be processed. When the circumstance resulting in the delay is resolved, the receiving

Party will be notified and the outstanding funds will be combined with the next weekly wire transfer.

8. Toll Violations.

a. All toll violations will be processed pursuant to the rules and regulations of the Party owning or operating the facility where the violation occurred, or that Party's designated violations processor.

b. Any toll revenue collected by a Party through its collections or violation process shall remain with that Party, except when the Party is collecting tolls on behalf of the other Party.

c. The Parties agree to facilitate the identification of violators by the sharing of appropriate information or files to the extent permitted by law.

9. Customer Information.

a. Neither Party shall disclose or be required to disclose customer account information to any person or entity for any purpose other than collecting tolls, the enforcement of toll policies, or as otherwise required by law. Neither Party shall, nor shall they allow their agency vendors, to sell or provide to any third party the customer data of the other Party to this Agreement. Upon request of a Party, the other Party shall provide general geographical information regarding its customer accounts for the purpose of enabling the requesting Party to analyze the geographical distribution of users of its facilities. Such information shall be provided at cost.

b. Pursuant to section 338.155(6), Florida Statutes, certain personal identifying customer information in the possession of FDOT or CFX is exempt from public disclosure under section 119.07(1), Florida Statutes, and Article I, Section 24 (a), of the Florida Constitution. Additionally, section 316.0777, Florida Statutes, provides that images and data containing or providing personal identifying information obtained through the use of an automated license plate recognition system is confidential and exempt from public disclosure under section 119.07(1), Florida Statutes, and Article I, Section 24(a), of the Florida Constitution.

c. Subject to the requirements of Section 119.07, Florida Statutes, the Parties agree to implement any additional identity safeguards that are necessary to maintain FDOT's and CFX's compliance with Payment Card Industry standards.

d. The Parties' responsibilities with respect to the other Party's customer account information, shall continue as valid and enforceable notwithstanding any termination of this Agreement.

10. Effective Date and Term.

This Agreement shall be effective upon execution by the last party to sign (the "Effective Date"). The initial term of this Agreement shall commence upon the Effective Date and shall continue for a period of Ten (10) years (the "Term"), and may be extended by a written agreement of the parties for an additional ten year term on or before the expiration of the then existing Term.

11. Termination.

a. This Agreement may be terminated for cause at any time by CFX or FDOT if the other Party breaches any material provision of this Agreement, and the Party in breach has not corrected the breach within sixty (60) calendar days following written notice from the aggrieved Party identifying the breach and asking for correction of the breach. If, however, the breach is of such a nature that it cannot reasonably be cured within such a time period, the breaching Party shall be entitled to a reasonable period of time within which to cure such breach, provided the cure is commenced immediately and is continuously implemented without interruption until the breach is fully cured. The Parties agree to work cooperatively to cure any breach occurring under this Agreement and avoid a termination for cause.

b. Termination of this Agreement for cause shall include, but is not limited to, negligent, intentional, or repeated submission of false or incorrect transactions, data, bills, or invoices; failure to perform required obligations under this Agreement; or multiple breaches of this Agreement which have a material adverse effect on the business of operations of the other Party to this Agreement, notwithstanding whether any such breach was previously waived or cured.

c. This Agreement also may be terminated at any time and for any reason upon one hundred and eighty (180) days written notice to the other Party.

d. Notice of termination shall be provided in accordance with the notice requirements of this Agreement.

e. In the event this Agreement is terminated for any reason, each Party shall be paid the amounts due to it under this Agreement up to the date the Agreement is terminated.

12. Notices.

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or within three (3) days after depositing with the United States Postal Service postage prepaid by registered or certified mail return receipt requested or within one (1) day after depositing with an overnight delivery service from which a receipt may be obtained and addressed as follows:

CFX:
Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

FDOT:
Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters
Turkey Lake Service Plaza
Mile Post 263, Building 5315
Post Office Box 613069
Ocoee, Florida 34761

With Copy to:
Chief Counsel
Florida's Turnpike Enterprise
Turnpike Headquarters
Turkey Lake Service Plaza
Mile Post 263, Building 5315

Post Office Box 613069
Ocoee, Florida 34761

13. Amendment.

This Agreement may only be amended by a written document signed by both parties.

14. Disputes If a Party's staff have concerns regarding the other Party's actions or interpretation of this Agreement, they will advise their Executive Director who will discuss the concern with the other Party's Executive Director. If a Party is not satisfied with the other Party's position on the matter after such consultation, CFX will refer the matter to its governing board and FDOT will refer the matter to its Secretary. The parties agree to endeavor in good faith negotiations to resolve any disputes.

15. Maintenance of Records and Audits.

All records relating to a Party's obligations, costs, charges, and payments under this Agreement shall be maintained for the period required by any applicable law, but, in any event, for at least three (3) years. Upon written request of a Party, the Party shall have the right, upon prior written notice to the other Party and during regular business hours, to perform or to have performed for it, at its sole cost and expense, audits of the other Party's data and records for the purpose of determining the other Party's compliance with the terms of this Agreement.

16. Binding Effect.

This Agreement and all of its covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors.

17. Third Party Beneficiaries.

Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall inure to the benefit of or be enforceable by any third party not a Party hereto, it being the express intent of the parties hereto that there be no third party beneficiary to this Agreement.

18. Waiver.

Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by

any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

19. No Partnership or Joint Venture.

No Party hereto shall by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner, a joint venture partner, or a member of a joint enterprise with the other Party in the conduct of business described herein. No Party shall be bound by any acts or conduct of the other Party. Any and all claims that may arise from customers, employees, and or agents of one Party shall remain with that Party and be the sole obligation and responsibility of that Party.

20. Entire Agreement.

This Agreement sets forth the entire agreement of the Parties as to matters contained herein. This Agreement supersedes all previous communication, representations, or agreements, either oral or written, among and between the Parties.

21. Execution.

Notwithstanding any statutory or decisional law to the contrary, a facsimile transmittal or electronic transmittal of a .pdf shall constitute an original and be deemed to be "written" and a "writing" for all purposes of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Interoperability and Payment Processing Agreement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Chairman

Legal Review:

Date Signed: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Secretary

Legal Review:

Date Signed: _____

Exhibit A

E-Z Pass File Specification

[See attached]

Exhibit B

Sample Payment Card Reconciliation

In month 1:

FDOT SunPass customers incur \$18,000,000.00 in gross tolls for the use of CFX facilities (including the Osceola Parkway and the Poinciana Parkway)

FDOT deducts 2.2% or \$396,000.00 in estimated payment card fees from weekly wire transfers to CFX

In month 2:

FDOT determines that it paid a total of \$2,500,000.00 in actual payment card fees during month 1

FDOT determines that it received \$115,000,000.00 in total payments by its customers on their toll accounts in month 1

The reconciliation is calculated as follows:

Actual FDOT Month 1 payment card fees of \$2,500,000.00 divided by FDOT total toll account customer payments of \$115,000,000.00 = 2.17391304%

Actual payment card fees attributable to FDOT customer use of CFX facilities for Month 1: $\$18,000,000 \times 2.17391304\% = \$391,304.35$

Estimated payment card fees deducted of \$396,000.00 deducted for Month 1 compared to actual payment card fees attributable to FDOT customer use of CFX facilities for Month 1 of \$391,304.35 reflects \$4,695.65 excess deduction to be paid to CFX in next wire transfer

Exhibit C

State Fiscal Year 2018 Settlement Dates

July 1, 2017 - June 30, 2018

DRAFT - For Illustrative Purposes Only

Revenue Period Start	Revenue Period End	Revenue Distribution	Internal Funds		
Date	Date	Report Date	Transfer Date	Distribution Date	Notes
7/1/17	7/7/17	7/13/17	7/14/17	7/17/17	
7/8/17	7/14/17	7/20/17	7/21/17	7/24/17	
7/15/17	7/21/17	7/27/17	7/28/17	7/31/17	
7/22/17	7/31/17	8/3/17	8/4/17	8/7/17	
8/1/17	8/7/17	8/10/17	8/11/17	8/14/17	
8/8/17	8/14/17	8/17/17	8/18/17	8/21/17	
8/15/17	8/21/17	8/24/17	8/25/17	8/28/17	
ADVANCE	ADVANCE		9/1/17	9/5/17	*Holiday 9/4/17
8/22/17	8/31/17	9/7/17	9/8/17	9/11/17	
9/1/17	9/7/17	9/14/17	9/15/17	9/18/17	
9/8/17	9/14/17	9/21/17	9/22/17	9/25/17	
9/15/17	9/21/17	9/28/17	9/29/17	10/2/17	
9/22/17	9/30/17	10/5/17	10/6/17	10/9/17	
10/1/17	10/7/17	10/12/17	10/13/17	10/16/17	
10/8/17	10/14/17	10/19/17	10/20/17	10/23/17	
10/15/17	10/21/17	10/26/17	10/27/17	10/30/17	
10/22/17	10/31/17	11/2/17	11/3/17	11/6/17	
11/1/17	11/7/17	11/9/17	11/9/17	11/13/17	*Holiday 11/10/17
11/8/17	11/14/17	11/16/17	11/17/17	11/20/17	
ADVANCE	ADVANCE		11/22/17	11/27/17	*Holiday 11/23-24/17
11/15/17	11/21/17	11/30/17	12/1/17	12/4/17	
11/22/17	11/30/17	12/7/17	12/8/17	12/11/17	
12/1/17	12/7/17	12/14/17	12/15/17	12/18/17	
12/8/17	12/14/17	12/21/17	12/22/17	12/26/17	*Holiday 12/25/17
12/15/17	12/21/17	12/28/17	12/29/17	1/2/17	*Holiday 1/1/18
12/22/17	12/31/17	1/4/18	1/5/18	1/8/18	
1/1/18	1/7/18	1/11/18	1/12/18	1/16/18	*Holiday 1/15/18
1/8/18	1/14/18	1/18/18	1/19/18	1/22/18	
1/15/18	1/21/18	1/25/18	1/26/18	1/29/18	
ADVANCE	ADVANCE		2/2/18	2/5/18	
1/22/18	1/31/18	2/8/18	2/9/18	2/12/18	
2/1/18	2/7/18	2/15/18	2/16/18	2/20/18	*Holiday 2/19/18
2/8/18	2/14/18	2/22/18	2/23/18	2/26/18	
2/15/18	2/21/18	3/1/18	3/2/18	3/5/18	
2/22/18	2/28/18	3/8/18	3/9/18	3/12/18	
3/1/18	3/7/18	3/15/18	3/16/18	3/19/18	
3/8/18	3/14/18	3/22/18	3/23/18	3/26/18	
3/15/18	3/21/18	3/29/18	3/30/18	4/2/18	
3/22/18	3/31/18	4/5/18	4/6/18	4/9/18	
4/1/18	4/7/18	4/12/18	4/13/18	4/16/18	
4/8/18	4/14/18	4/19/18	4/20/18	4/23/18	
4/15/18	4/21/18	4/26/18	4/27/18	4/30/18	
4/22/18	4/30/18	5/3/18	5/4/18	5/7/18	
5/1/18	5/7/18	5/10/18	5/11/18	5/14/18	
5/8/18	5/14/18	5/17/18	5/18/18	5/21/18	
5/15/18	5/21/18	5/24/18	5/25/18	5/29/18	*Holiday 5/28/18
ADVANCE	ADVANCE		6/1/18	6/4/18	
5/22/18	5/31/18	6/7/18	6/8/18	6/11/18	
6/1/18	6/7/18	6/14/18	6/15/18	6/18/18	
6/8/18	6/14/18	6/21/18	6/22/18	6/25/18	
6/15/18	6/21/18	6/28/18	6/29/18	7/2/18	
6/22/18	6/30/18	7/5/18	7/6/18	7/9/18	

F. 2.



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

YEAR ONE OUTCOMES

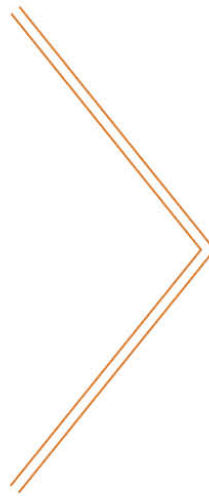
CFX Five Year Strategic Plan

— August 10, 2017 —

Overview

FIVE YEAR STRATEGIC PLAN

ADOPTED APRIL 2016

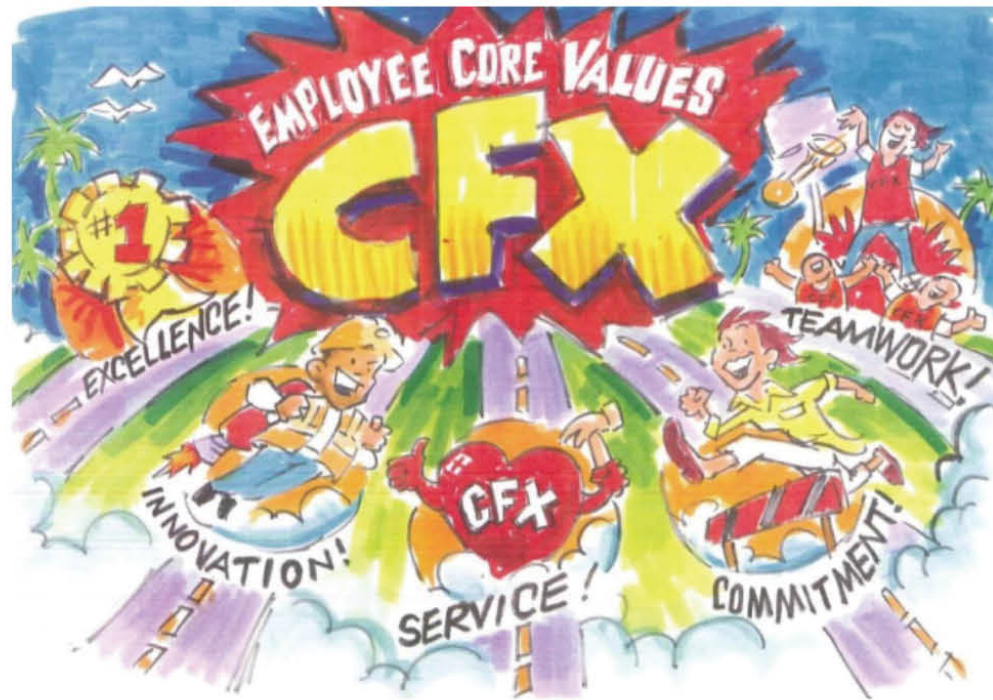


YEAR ONE PERFORMANCE MEASURES + RESULTS

Establishing the Foundation of CFX Strategic Plan

VISION

To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.



MISSION

To build, operate and maintain a mobility network through accountability, fiscally sound practices and with a community focus.

On July 27, 2015, employees voted on the words that best describe CFX's core values.

CFX Strategic Plan 2017-2022

PRIORITY	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
GOAL	Strengthen the CFX brand	Integrated solutions to support commerce and quality of life	Recognized for excellence and a model for compliance	Pursue the highest standards of social and community responsibility	Applied to every aspect of CFX business: excellence, innovation, service & teamwork
STRATEGIES <i>Approaches to Achieve Goal</i>	<ul style="list-style-type: none"> Provide a high quality customer service experience Increase awareness of CFX benefits to existing and new customers Expand distribution & customer payment options 	<ul style="list-style-type: none"> Explore new markets—plan to incorporate various modes of transportation (multimodal) Leverage technologies for an efficient, reliable, safe system Create new customer value 	<ul style="list-style-type: none"> Manage financial resources with the highest standards of excellence, transparency and accountability Maximize the investment of all revenues 	<ul style="list-style-type: none"> Identify new opportunities to apply expertise on community issues Increase education about safe driving Support regional transportation and local government partners 	<ul style="list-style-type: none"> Talent awareness of successes, best practices, and performance Employee communications Optimize human resource processes Retain and hire top talent
TACTICS <i>Tools Used</i>	<ul style="list-style-type: none"> Leverage trainings, technologies, work stations, and best practices Develop a visibility & customer outreach plan Customer loyalty programs Mobile technologies 	<ul style="list-style-type: none"> 2040 Master Plan & Five-Year Work Plan Expand Information Technology Systems (ITS)/Connected vehicle technologies Plan for non-toll revenue opps 	<ul style="list-style-type: none"> Debt/Service ratios Feasibility tests Auditing committee reviews; Compliance with external auditor reports Department and contract audits 	<ul style="list-style-type: none"> Proactive outreach Board placements and service opportunities Celebrate volunteerism Designated Texter (DT) Campaign Media strategy to highlight impact 	<ul style="list-style-type: none"> Employee recognition program Expand training programs Allocate resources for internal communication
PERFORMANCE MEASURES	<ul style="list-style-type: none"> Exceed service metrics Exceed 90% in customer satisfaction Increase new accounts by 25% Pilot two new customer programs Launch mobile partnership 	<ul style="list-style-type: none"> Adopt 2040 Master Plan & Five-Year Work Plan Adopt multimodal policy Install WWD at 19 locations Increase participation in regional dialogue Two non-revenue opps defined 	<ul style="list-style-type: none"> Debt/Service ratios with industry standards Meet Florida Transportation Commission (FTC) reporting objectives Compliance with covenants Bond rating agency confidence 	<ul style="list-style-type: none"> Increase event participation Quarterly speaking invitations and stakeholder meetings Pilot volunteer STEM program with local schools Deliver DT campaign External surveys 	<ul style="list-style-type: none"> Annual service recognition Monthly team meetings Quarterly employee newsletters Launch wellness program Team trainings on effective project management

CFX Vision: To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

CFX Mission: To build, operate and maintain a mobility network through accountability, fiscally sound practices and with a community focus.

The Five Priorities of the Strategic Plan

**Build a
Customer
Driven
Organization**

**Deliver a
World-Class
Mobility
Network**

**Deliver
Financially
Sound
Practices**

**Focus on
Community
and Social
Responsibility**

**Deliver on
Core Values**

PRIORITY:
CUSTOMER-DRIVEN
ORGANIZATION

Provide a high-quality customer service experience.

97%

CUSTOMER SATISFACTION



Exceed service metrics.
90% customer satisfaction.

Pilot 2 new customer programs.
Mobile partnership

Increase new accounts
by 25% over 5 years.

Walk-In Service Centers



163,582



2:15



Target: <5M



Call Center



835,091



0:41



Target: <1M



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

**PRIORITY:
CUSTOMER-DRIVEN
ORGANIZATION**

Increase awareness of CFX benefits to existing and new customers.

CUSTOMER DISCOUNT PROGRAMS

\$5.4M Beltway Discounts

\$11M Customer Loyalty Discounts

CUSTOMER FIRST TOLL POLICY

February 2017 the Board voted to cancel a 15% electronic toll rate increase. Today's policy balances future toll rate increases with the agency's mission of being customer focused and fiscally responsible.

Exceed service metrics.
90% customer satisfaction.



Pilot 2 new customer programs.
Mobile partnership.

Increase new accounts
by 25% over 5 years.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

PRIORITY:
CUSTOMER-DRIVEN
ORGANIZATION

Expand distribution and customer payment options.



CONWAY MAIN PLAZA:
Opened May 11, 2016

NEW 10,502

% 20%

+ 32,711

Total Reloads through June 30, 2017



**JOHN YOUNG PARKWAY
MAIN PLAZA:**
Opened March 7, 2017

NEW 1,767

% 11%

+ 1,931

Total Reloads through June 30, 2017



**FOREST LAKE MAIN
PLAZA:**
Opened May 10, 2017

NEW 1,033

% 14%

+ 916

Total Reloads through June 30, 2017

Exceed service metrics.
90% customer
satisfaction.



Pilot 2 new
customer programs.
Mobile partnership.

Increase new accounts
by 25% over 5 years.

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

PRIORITY:
CUSTOMER-DRIVEN
ORGANIZATION

Increase awareness of CFX benefits to existing and new customers.

▲ **20%**
(Ahead of goal)

289,000
APRIL 2016

NEW ACCOUNTS

347,385

518,000
APRIL 2016

TRANSPONDERS

622,837

Exceed service metrics.
90% customer
satisfaction.

Pilot 2 new customer
programs.
Mobile partnership

✓
Increase new accounts
by 25% over 5 years.

New Accounts +/- 3%

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

PRIORITY:
CUSTOMER-DRIVEN
ORGANIZATION

Increase awareness of CFX benefits to existing and new customers.



Want Toll Discounts?

Get E-PASS • Save up to 23% • GetEpass.com

WHAT IT TAKES TO GET HOME FASTER

E-PASS is FREE online if you are a new customer.

Start with getting a FREE E-PASS. As an E-PASS customer, you can cut your commute by 24 hours each year.* Plus, save 23% over cash customers.* No monthly fees and 24/7 online account access make managing your E-PASS hassle-free. And the best part? Your E-PASS tolls are reinvested in projects right here in Central Florida – putting your tolls to work where it matters most. *See savings.

Take control of your commute. Go to GetEpass.com.

@CFXway E-PASS

How to Save on Tolls

Only E-PASS offers toll discounts

Save More on Tolls

Get E-PASS
Could save up to 20%



Exceed service metrics.
90% customer satisfaction.

Pilot 2 new customer programs.
Mobile partnership

✓

Increase new accounts
by 25% over 5 years.

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

**PRIORITY:
CUSTOMER-DRIVEN
ORGANIZATION**

Increase awareness of CFX benefits to existing and new customers.



**Exceed service metrics.
90% customer
satisfaction.**

**Pilot 2 new customer
programs.
Mobile partnership**



**Increase new accounts
by 25% over 5 years.**

Priority: Deliver a world-class mobility network

PRIORITY	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
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**PRIORITY:
WORLD-CLASS
MOBILITY NETWORK**

Integrate solutions to support commerce & quality of life.

PROJECTS UNDERWAY

SR 528 / Innovation Way Interchange
SR 408 / SR 417 Interchange

MULTIMODAL POLICY

First Multimodal Policy
Adopted March 2017

PLANS ADOPTED

\$1.6B Work Plan
Adopted May 2017

2040 Master Plan
Adopted May 2016



2040 Master Plan
5-Year Work Plan
Multimodal

Install wrong-way
driving technology in
19 locations

Regional dialogue
Non-revenue
opportunities

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

PRIORITY:
WORLD-CLASS
MOBILITY NETWORK

Leverage technologies to ensure an efficient, reliable, safe system.

139

DETECTIONS

108

DOCUMENTED
TURNAROUNDS
SINCE JULY 2016

35

LOCATIONS

IBTTA

TOLLING. MOVING SMARTER.

2016 TOLL EXCELLENCE AWARD
WINNER FOR WRONG WAY
DRIVING DETECTION PROGRAM

2040 Master Plan
5-Year Work Plan
Multimodal



Install wrong-way
driving technology in
19 locations

Regional dialogue
Non-revenue
opportunities

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AUTHORITY

**PRIORITY:
WORLD-CLASS
MOBILITY NETWORK**

Integrated solutions to support commerce and quality of life.



BREVARD COUNTY

HB 299 expanded CFX's regional network to include Brevard County, effective July 1, 2017. The bill was sponsored by Rep. Tom Goodson (R-Cocoa) and Sen. Debbie Mayfield (R-Vero Beach). Brevard County Commissioner Jim Barfield joined the CFX Board as its tenth member.

**2040 Master Plan
5-Year Work Plan
Multimodal**

**Install wrong-way
driving technology in
19 locations**



**Regional dialogue
Non-revenue
opportunities**

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FLORIDA
EXPRESSWAY
AUTHORITY**

Priority: Deliver Financially Sound Practices

PRIORITY	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
GOAL	Strengthen the CFX brand	Integrated solutions to support commerce and quality of life	Recognized for excellence and a model for compliance	Pursue the highest standards of social and community responsibility	Applied to every aspect of CFX business: excellence, innovation, service & teamwork
STRATEGIES <i>Approaches to Achieve Goal</i>	<ul style="list-style-type: none"> Provide a high quality customer service experience Increase awareness of CFX benefits to existing and new customers Expand distribution & customer payment options 	<ul style="list-style-type: none"> Explore new markets –plan to incorporate various modes of transportation (multimodal) Leverage technologies for an efficient, reliable, safe system Create new customer value 	<ul style="list-style-type: none"> Manage financial resources with the highest standards of excellence, transparency and accountability Maximize the investment of all revenues 	<ul style="list-style-type: none"> Identify new opportunities to apply expertise on community issues Increase education about safe driving Support regional transportation and local government partners 	<ul style="list-style-type: none"> Talent awareness of successes, best practices, and performance Employee communications Optimize human resource processes Retain and hire top talent
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**PRIORITY:
FINANCIALLY SOUND
PRACTICES**

Manage financial resources with the highest standards of excellence and transparency.

REPAYMENT OF LONG-TERM DEBT TO FDOT

CFX prepaid the entire balance of long term debt under the lease purchase agreement between CFX and the Florida Department of Transportation.

The \$151 million prepayment was made in October 2016.



Debt/service ratios
with industry
standards

FTC Objectives
Compliance
Bond Agency Confidence

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

**PRIORITY:
FINANCIALLY SOUND
PRACTICES**

Manage financial resources with the highest standards of excellence, transparency, and accountability.

\$103M Gross Savings

\$74.4M Net Savings
Present Value Basis

MOODY'S IMPROVED
THE AGENCY
OUTLOOK FROM
STABLE TO **POSITIVE**

Debt/service ratios
with industry
standards



FTC Objectives
Compliance
Bond Agency Confidence

Priority: Focus on Community & Social Responsibility

PRIORITY	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
GOAL	Strengthen the CFX brand	Integrated solutions to support commerce and quality of life	Recognized for excellence and a model for compliance	Pursue the highest standards of social and community responsibility	Applied to every aspect of CFX business: excellence, innovation, service & teamwork
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PRIORITY:
COMMUNITY AND SOCIAL
RESPONSIBILITY

Increase education about safe driving.



Spring Fiesta 2017



Mascot Games



Kissimmee Kowtown



Mascot Games



Red, Hot & Boom (LED Truck Only)



Increase event
participation &
speaking engagements

Pilot volunteer STEM
program with local
schools

Deliver DT
campaign
External surveys

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PRIORITY:
COMMUNITY AND SOCIAL
RESPONSIBILITY

Support regional transportation and local government partners.



Lyman High School Magnet Engineering Program

The CFX public school bus rebate program saved Central Florida schools **\$266,000** in fiscal year 2016-2017.



PRIORITY:
COMMUNITY AND SOCIAL
RESPONSIBILITY

Proactive outreach.

CUSTOMER
OPINION SURVEYS

ONGOING
FEEDBACK

Increase event
participation &
speaking engagements

Pilot volunteer STEM
program with local
schools



Deliver DT
campaign
External surveys

Priority: Deliver on Core Values

PRIORITY	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
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PRIORITY:
DELIVER ON
CORE VALUES

Expand employee communications.



IMPROVE TEAM COMMUNICATIONS

Monthly C-level, Director, and All Staff Meetings
Annual service recognition awards for years of service



Service recognition
Team meetings
Employee newsletter

Wellness program

Team trainings

PRIORITY:
DELIVER ON
CORE VALUES

Optimize human resources programs.

WELLNESS SEMINARS
COMMUNITY INVOLVEMENT
FOOD TRUCKS
LUNCH & LEARN



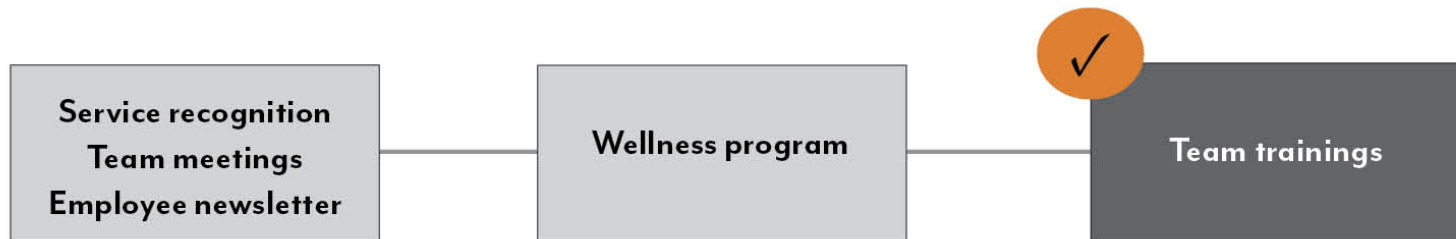
PRIORITY:
DELIVER ON
CORE VALUES

Enhance training programs.



TEAM TRAINING

One-on-One employee training
Team trainings and continuing education



CFX Strategic Plan 2017-2022

PRIORITY	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
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CFX Vision: To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

CFX Mission: To build, operate and maintain a mobility network through accountability, fiscally sound practices and with a community focus.

Thank you.



F. 3.



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

SR 408/Rio Grande Avenue Interchange

— August 10, 2017 —

BACKGROUND

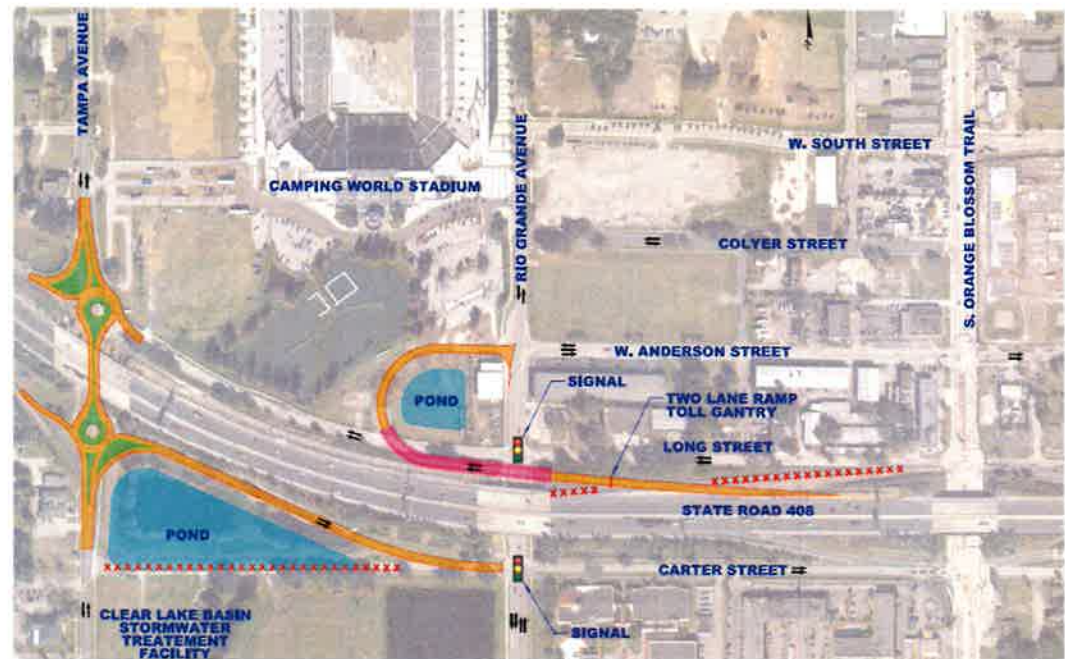
- Congestion experienced during stadium events
- Operational deficiencies exist at SR 408 / Orange Blossom Trail interchange
- Improve access between SR 408 and local streets / event facilities
- Supports redevelopment west of I-4
- Coordination with City of Orlando

Key Project Features

- Remove WB on ramp from Orange Blossom Trail
- Add WB off ramp to Rio Grande Avenue
- Re-align Carter Street
- Access to SR 408 WB from Long Street
- Improvements to Tampa Avenue

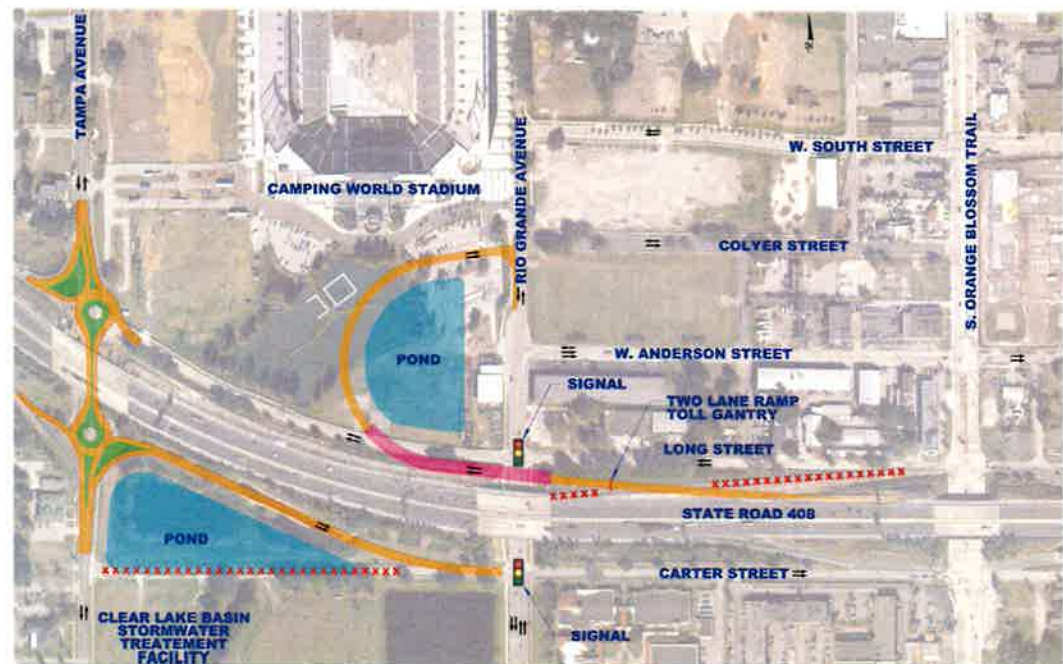
Alternative 1

- Construct SR 408 Westbound exit ramp to tie in at W. Anderson Street



Alternative 2

- Construct SR 408 Westbound exit ramp to tie in at Colyer Street



Alternative 3

- Extend Colyer Street west to Camping World Stadium entrance
- Construct SR 408 Westbound exit ramp to Colyer Street extension



RECOMMEND ALTERNATIVE 1



FY 2018-2022 WORK PLAN

Central Florida Expressway Authority Five-Year Work Plan Category Summary

Category	Project Cost (thousand \$)							Total
	Fiscal Year							
	17/18		18/19		19/20	20/21	21/22	
	E	U	E	U	U	U	U	
Existing System Improvements	26,918	61,190	3,293	108,280	195,550	187,902	171,941	755,074
System Expansion Projects	70,723	57,023	0	12,821	7,374	5,666	2,304	155,911
Interchange Projects (AMENDED)	102,900	40,671	75,964	42,353	94,182	9,927	6,818	372,815
Facilities Projects	325	3,053	0	6,304	1,330	1,059	1,054	13,125
Transportation Technology Projects	0	5,811	0	16,121	5,228	4,183	3,909	35,252
Information Technology Projects	30,737	14,407	17,668	7,959	7,383	538	0	78,712
Signing and Pavement Markings	1,708	812	0	1,981	1,969	1,394	180	8,044
Renewal and Replacement Projects	5,152	26,698	0	96,118	34,880	40,465	23,574	226,885
Landscape Projects	0	810	0	805	1,435	810	805	4,665
SUB TOTALS	238,483	210,475	96,925	292,742	349,331	251,942	210,585	
TOTALS		448,958		389,667	349,331	251,942	210,585	1,650,494
Non-System Project (Goldenrod Road)	715	0	0	690	0	0	0	1,405
GRAND TOTALS (ADOPTED)		448,980		389,664	336,570	248,294	210,585	1,634,094
ADDED PROJECT COST		693		693	12,761	3,648	0	17,795
GRAND TOTALS (AMENDED)		449,673		390,357	349,331	251,942	210,585	1,651,889

RECOMMENDED MOTION

Approval to amend the adopted FY 2018-2022 Work Plan to include the SR 408 / Rio Grande Interchange (\$17,795,000) and to authorize advertisement for a Professional Services Consultant to perform final design of the SR 408 / Rio Grande Interchange.