

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
December 14, 2017
9:30 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 NOVEMBER 9, 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. **THE SYSTEM TRANSFER**, *Chairman Dyer* (info. Item)
2. **HISTORY OF THE WEKIVA PARKWAY AND PROTECTION ACT** - *Glenn Pressimone, Director of Engineering* (info. item)
3. **OSCEOLA PARKWAY EXTENSION** - *Glenn Pressimone, Director of Engineering* (action item)
4. **FDOT'S I-4 ULTIMATE PROJECTS PROPOSAL TO TEMPORARILY CLOSE S.R. 408 ORANGE AVENUE OFF-RAMP** - *Loreen Bobo, FDOT I-4 Ultimate Construction Program Manager* (action item)

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

5. PAYTOLLO PILOT – LEADING TO NEW OPPORTUNITIES - *Laura Kelley, Executive Director* (info. item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 9, 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
Andria Herr, Gubernatorial Appointment
Commissioner Sean Parks, Lake County
S. Michael Scheeringa, Gubernatorial Appointment
Commissioner Jennifer Thompson, Orange County

Board Member Participating by Phone

Commissioner Brenda Carey, Seminole County

Board Member Not Present:

Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Mimi Lamaute, Recording Secretary

A. CALL TO ORDER

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

B. PUBLIC COMMENT

The following members of the public commented on an interchange on the Wekiva Parkway at CR 435:

1. Mr. Charles Lee
2. Ms. Deborah Gree
3. Mr. Joe Kilsheimer
4. Mr. Nancy Prine
5. Mr. Scott Taylor
6. Ms. Pam Meharg

7. Mr. J.D. Humpherys thanked staff for their collaboration on the Innovation Way Interchange.

Chairman Dyer requested that at the December board meeting staff provide a presentation on the background of the Wekiva Parkway and Protection Act.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Hawkins and seconded by Ms. Herr to approve the October 7, 2017 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) members present voting AYE by voice vote and one (1) member, Commissioner Carey voting AYE telephonically; Mayor Jacobs was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

COMMUNICATIONS AND PUBLIC OUTREACH

1. Approval of Contract Award for Public Information Services to Quest Corporation of America, Inc., Contract No. 001298 (Agreement Value: \$1,305,752.36)

CONSTRUCTION

2. Approval of Contract Renewal No. 2 with Ardaman & Associates, Inc. for Systemwide Materials Testing & Geotechnical Services, Contract No. 000974 (Agreement Value: \$500,000.00)
3. Approval of Contract Renewal No. 2 with Page One Consultants, Inc. for Systemwide Materials Testing & Geotechnical Services, Contract No. 000975 (Agreement Value: \$350,000.00)

4. Approval of Contract Renewal No. 2 with Mehta & Associates, Inc. for Construction Engineering & Inspection Services, Contract No. 000976 (Agreement Value: \$2,000,000.00)
5. Approval of Construction Contract Modifications on the following projects:
 - a. Project 253F The Lane Construction Corp. \$60,957.12
 - b. Project 429-202 Prince Contracting, LLC \$163,717.75
 - c. Project 429-204 Southland Construction, Inc. \$138,430.27

ENGINEERING

6. Approval of Final Ranking and Authorization for Fee Negotiations for Lake/Orange Connector Feasibility/Project Development and Environmental Study, Contract No. 001344
7. Approval of Contract Award for S.R. 528/S.R. 417 Interchange LED Lighting Conversion to United Signs and Signals, Inc., Project No. 599-137A, Contract No. 001304 (Agreement Value: \$4,446,257.63)
8. Approval of Contract Award for S.R. 408 Milling & Resurfacing from S.R. 50 to Ortman Drive to Preferred Materials, Inc., Project No. 408-742A, Contract No. 001355 (Agreement Value: \$8,590,671.59)

LEGAL

9. Approval of Contract Renewal No. 1 with Nabors, Giblin & Nickerson, P.A., for Disclosure Counsel Services, Contract No. 001057 (Agreement Value: \$200,000.00)
10. Authorization to Advertise for Request for Proposals for Right of Way Counsel Services, Contract No. 001363
11. Approval for Offer of Judgment for Parcels 311/811, Wekiva Parkway Project, Project Number 429-206 (Offer of Judgment Amount: \$1,805,000.00)
12. Approval for Offer of Judgment for Parcel 328, Wekiva Parkway Project, Project Number 429-206 (Offer of Judgment Amount of \$618,000.00)
13. Approval of Addendum to Second Agreement for Appraisal Services by Pinel & Carpenter, Inc., for Wekiva Parkway, Project Numbers 429-203, 429-204, 429-205, and 429-206 (Agreement Value: \$100,000.00)
14. Approval of Second Agreement for Engineering Expert Witness Consulting Services by Landon, Moree & Associates, Inc. for Wekiva Parkway Project, Project Numbers 429-203, 429-204, 429-205, and 429-206 (Agreement Value: \$50,000.00)

15. Approval of Addendum to Second Agreement for Appraisal Services by Durrance & Associates, P.A., for Wekiva Parkway Project, Project Numbers 429-203, 429-204, 429-205, and 429-206 (Agreement Value: \$100,000.00)
16. Approval of Second Agreement for Appraisal Review Services by Consortium Appraisal, Inc., for Wekiva Parkway Project, Project Numbers 429-203, 429-204, 429-205, and 429-206 (Agreement Value: \$75,000.00)
17. Approval of Proposed Negotiated Settlement Agreement in the amount of \$192,300.00 with Charles and Kim Chapman and Chapman's Orchids, Inc. for Parcel 219, Wekiva Parkway Project, Project 429-203
18. Approval of Resolution Declaring CFX Property as Surplus Property Available for Sale, S.R. 417, Project 455, Parcel 45-501 (Partial) and Limited Access Rights
19. Approval of Sale of Surplus Parcel to the Boggy Creek Improvement District for Public Road Right of Way Purposes at the Appraised Value of \$115,000.00

MAINTENANCE

20. Approval of Dive-Tech International, Inc. as Subconsultant for the Roadway and Bridge Maintenance Services Contract with Jorgensen Contract Services, LLC, Contract No. 001151
21. Confirmation and Approval of Declaration of Emergency for Surface Depression Repair on S.R. 429 at Independence Mainline Plaza (Agreement Value: \$1,200,000.00)

TOLL OPERATIONS/TECHNOLOGY

22. Approval of Purchase Order to Planet Technologies, Inc. for Microsoft Office 365 Migration Services & Licensing, Project No. 599-533 (Agreement Value: \$87,314.00)
23. Approval of Purchase Order to Dasher Technologies, Inc. for Server Virtualization Project, Project No. 599-533 (Agreement Value Not-to-Exceed: \$305,831.65)
24. Approval of DRMP as Subconsultant for the Toll System Upgrade Project Contract with TransCore, Contract No. 001021

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

E. REPORTS

1. CHAIRMAN'S REPORT

- The Chairman reported that as CFX continues to evaluate opportunities to partner with other agencies and municipalities for multi-modal transit in our right of way, CFX's participation in Bike to Work Day was a natural fit.
- It was great to see some familiar CFX faces at Bike to Work Day as part of Central Florida Mobility Week.
- Conversations with Governor Scott continue regarding the purchase of several sections of the regional beltway that are currently owned by the State. Acquiring these pieces of the system would streamline and simplify the driving experience of CFX customers.
- During the Executive Director's report, Ms. Kelley will provide information about partnership opportunities for CFX between CFX's system and other systems.

The Chairman requested that the December meeting start at 9:30 am as opposed to 9:00 a.m. By consensus the Board agreed to start at 9:30 a.m.

2. TREASURER'S REPORT

Mr. Madara reported that toll revenues for September were \$18.5 million which is 45% below projections and a 44% decline versus the prior year with results negatively impacted by Hurricane Irma and the suspension of tolls for approximately 16 days during the month.

Total Operating Expenses were \$4 million and \$11.3 million year-to-date which is 26% under budget.

Our projected year-end senior lien debt service ratio is 2.23 which is right in line with the budgeted ratio.

In terms of the full year net revenue budget, if 1) given July and August favorability; 2) our current trafficking related revenue pacing hold; and 3) expenses are continued to be prudentially managed we are still projected to hit the full year budget despite the Irma impacts.

3. EXECUTIVE DIRECTOR'S REPORT

Laura Kelley announced that a tax reform was revealed last Friday which may impact CFX. She requested to add an item to the Board Agenda. The Board by consensus agreed to consider this item.

APPROVAL OF TWENTY-SECOND SUPPLEMENTAL REVENUE BOND RESOLUTION AUTHORIZING THE ISSUANCE OF REFUNDING REVENUE BONDS, SERIES 2017 IN ONE OR MORE SERIES OR SUBSERIES

CFO Lisa Lombard is requesting the Board's approval of the Twenty-Second Supplemental Revenue Bond Resolution Authorizing the Issuance of Refunding Revenue Bonds, Series 2017 in one or more Series or Subseries, provided to the Board this morning.

The main points of the Bond Resolution include:

- Authorizes a not-to-exceed amount of \$410,000,000 of Series 2017 Refunding Revenue Bonds.
- Bonds would be used to advance refund all or a portion of the outstanding Series 2007A, 2010A, 2010B and 2010C Bonds.
- The Series 2017 Bonds would only be issued if they satisfy the net present value savings threshold that is in CFX's debt policy.
- The Resolution authorizes the following documents:
 - Bond Purchase Agreement
 - Preliminary Official Statement
 - Continuing Disclosure Agreement
 - Trustee, Paying Agent and Registrar Agreement
 - Escrow Deposit Agreement

The forms of these documents were previously approved by the Board in connection with the issuance of the 2016B Bonds last fall.

- It delegates authority, subject to the parameters of the Resolution, to the Chairman, Vice Chairman, Executive Director, Chief Financial Officer, General Counsel and other officers to review, approve and execute transactional documents and authorize the issuance of the Series 2017 Bonds.
- The Resolution rescinds the authority to issue the Series 2017 Bonds if federal tax legislation is passed by December 1, 2017 with the effect of preserving the ability to advance refund bonds for tax purposes.

A motion was made by Commissioner Barfield and seconded by Mr. Madara to approve the Twenty-Second Supplemental Revenue Bond Resolution Authorizing the Issuance of Refunding Revenue Bonds, Series 2017 in one or more Series or Subseries. The motion carried unanimously with eight (8) members present voting AYE by voice vote and one (1) member, Commissioner Carey voting AYE telephonically; Mayor Jacobs was not present.

EXECUTIVE DIRECTOR'S REPORT CONTINUED

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

In addition, Ms. Kelley discussed the following:

- Wekiva Parkway repairs;
- Sale of KnightPass at UCF bookstores; and
- Commissioner Parks and members of CFX staff attended TeamFL meeting in Jacksonville.

Commissioner Parks commented on his attendance at TeamFL.

Ms. Kelley reported on the results of the CFX Chili Cook-off event and presented category winners with trophies.

F. REGULAR AGENDA ITEMS

1. ACCEPTANCE OF FY 2017 FINANCIAL STATEMENTS

CFO Lisa Lumbard introduced Dan O'Keefe and Joel Knopp of Moore Stephens Lovelace, P.A. They presented the findings of the financial statements ending June 30, 2017. They provided an audit overview and financial highlights and issued an unmodified opinion of the financial statements.

A motion was made by Commissioner Barfield and seconded by Mr. Madara for acceptance of the FY 2017 Audited Financial Statements. The motion carried unanimously with eight (8) members present voting AYE by voice vote and one (1) member, Commissioner Carey voting AYE telephonically; Mayor Jacobs was not present.

2. PARTNERSHIP OPPORTUNITIES

Ms. Kelley presented a new partnership opportunity with E-ZPass Group. The partnership will enable E-ZPass customers to use their transponders on the CFX system.

A motion was made by Ms. Herr and seconded by Mr. Madara for approval of agreements and annual dues allowing CFX to become a member of the E-ZPass Group. The motion carried unanimously with eight (8) members present voting AYE by voice vote and one (1) member, Commissioner Carey voting AYE telephonically; Mayor Jacobs was not present.

3. INNOVATION WAY UPDATE

Director of Construction Ben Dreiling provided the Board with a status update on the S.R. 528/Innovation Way Interchange and thanked CFX's partners.

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

G. BOARD MEMBER COMMENT

- Mr. Scheeringa is requesting the following information from CFX management and staff:
 - Report on the Brightline implications;
 - Information on possibly lobbying the legislature for a change in the right of way/ eminent domain law. Could there be a benefit in changing the legislation to control right-of-way acquisition costs? Perhaps a cap on right of way costs.
 - A matrix or snapshot of procurement activity and renewals. Perhaps a score card on how much business CFX has done with local vendors, state vendors and minority vendors.

H. ADJOURNMENT

Chairman Dyer adjourned the meeting at 9:58 a.m.

Buddy Dyer
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
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 December 14, 2017

COMMUNICATIONS AND PUBLIC OUTREACH

1. Approval of Contract Award for Public Outreach Education and Communications Consultant Services to Day Communications, Inc., Contract No. 001299 (Agreement Value: \$3,138,000.00)

CONSTRUCTION

2. Authorization to Advertise for Letter of Interest for Systemwide Construction Engineering and Inspection (CEI) Services, Contract No. 001368

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

a. Project 800-909	Traffic Control Devices, Inc.	(\$ 8,143.54)
b. Project 528-131	SEMA Construction, Inc.	\$0
c. Project 429-202	Prince Contracting, LLC	(\$1,205,716.83)
d. Project 429-203	Superior Construction Co., SE, LLC	(\$ 457,255.20)
e. Project 429-204	Southland Construction, Inc.	\$ 98,520.95
f. Project 429-205	Superior Construction Co., SE, LLC	\$ 88,139.95
g. Project 429-206	GLF Construction Corporation	\$ 202,591.35
h. Project 528-405	Southland Construction, Inc.	\$ 99,475.24
i. Project 429-739	The Lane Construction Corp.	\$0
j. Project 253F	The Lane Construction Corp.	\$ 3,306.20
k. Project 253G	SEMA Construction, Inc.	\$1,031,000.00
l. Project 528-313	The Lane Construction Corp.	\$0
m. Project 408-127	The Lane Construction Corp.	\$ 674,861.30

ENGINEERING

4. Authorization to Enter Into an Option and Sales Agreement with Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank, Project No. 417-134, Contract No. 001153 (Agreement Value: \$75,600.00)
5. Approval of Contract Award for Concept, Feasibility and Mobility Studies of the Northeast Connector Expressway Extension to Volkert, Inc., Project No. 599-215, Contract No. 001209 (Agreement Value Not-to-Exceed: \$1,605,000.00)
6. Approval of Contract Award for S.R. 408 Milling & Resurfacing from Ortman Drive to Westmoreland Drive to Preferred Materials, Inc., Project No. 408-742B, Contract No. 001356 (Agreement Value: \$3,787,806.15)
7. Authorization to Advertise for Construction Bids Miscellaneous Signage Improvements, Project No. 599-630, Contract No. 001370

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FINANCE

8. Ratification of Action Taken to Approve the 22nd Supplemental Revenue Bond Resolution

INTERNAL AUDIT

9. Acceptance of Internal Audit Reports:
 - a. Prior Audit Recommendations Follow-up
 - b. Information Security Risk Assessment Phase II

MAINTENANCE

10. Approval of Supplement Agreement No. 1 and Paff Tree Service, LLC as Subconsultant to Jorgensen Contract Services, LLC for Roadway Maintenance Services on S.R. 408, S.R. 417 and S.R. 528, Contract No. 001151 (Agreement Value: \$300,000.00)
11. Approval of Supplemental Agreement No. 2 and Advantage Hedging and Topping, Inc. as Subconsultant to HDR/ICA for Roadway and Bridge Maintenance on S.R. 414, S.R. 429 and S.R. 451, Contract No. 001152 (Agreement Value: \$115,000.00)
12. Authorization to Advertise for Bids for Landscape Improvements for S.R. 453, Project No. 429-825, Contract No. 001365
13. Authorization to Execute Cooperative Purchase (Piggyback) Agreement with Traffic Control Devices, Inc., for Sign Replacements, Contract No. 001366 (Agreement Value Not-to-Exceed: \$475,000.00)

TOLL OPERATIONS/TECHNOLOGY


14. Approval of Circuitronics, LLC as Subconsultant for the Maintenance of ITS Infrastructure Contract with Kapsch TrafficCom N.A., Inc., Contract No. 001283
15. Authorization to Advertise an Invitation to Bid for the Procurement of Field Ethernet Switch Equipment, Project 599-542, Contract No. 001367

Consent Agenda Item #1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: December 6, 2017

SUBJECT: Approval of Contract Award for Public Outreach Education and Communications Consultant Services to Day Communications, Inc.
Contract No. 001299

Request for Proposals (RFP) from firms registered with CFX for Small Sustainable Business Enterprise (SSBE) status to provide Public Outreach Education and Communications Consultant Services for CFX was advertised on October 8, 2017. Responses were received from two (2) firms by the November 14, 2017 deadline. Those firms were CMW Market Results and Day Communications, Inc.

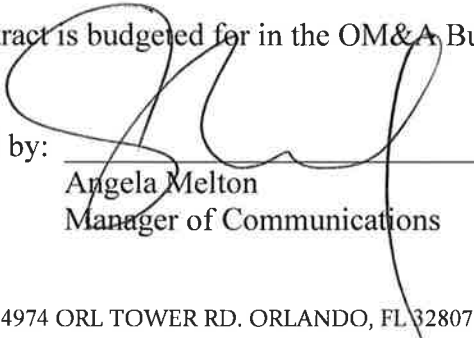
The Evaluation Committee met on December 6, 2017, to score the technical proposals. As part of the scoring process, the Committee interviewed the firms. After the scores were tallied using the raw scores assigned by each Committee members and averaged, the price proposals were opened and scored.

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

<u>Firm</u>	<u>Total Points</u>	<u>Ranking</u>
Day Communications, Inc.	96.18	1
CMW Market Results	72.25	2

Board approval is requested to award the contract to Day Communications, Inc. in the amount of \$3,138,000.00 for a three (3) year term with two one-year renewals.

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

Reviewed by: 
Angela Melton
Manager of Communications

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

RFP-001299 Final Ranking Committee Meeting December 6, 2017 Minutes

Evaluation Committee for **Public Outreach Education and Communication Consultant Services; RFP-001299**, held a duly noticed meeting on Wednesday, December 6, 2017, commencing at 9:30 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Angela Melton, Manager of Communications
Iranetta Dennis, Director of Supplier Diversity
Brian Hutchings, Sr. Communications Specialist
J. Marsh McLawhorn, Osceola County

Other Attendees:

Aneth Williams, Director of Procurement

Discussion and Motions:

Aneth commended 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 the Board.

Interviews:

Aneth commenced each interview with an outline of the interview process. For the record it was stated the interview portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

CMW Market Results	9:31 – 10:31 a.m.
Day Communications, Inc.	10:17 -10:47 a.m.

Upon completion of the last interview the recorder was stopped and the meeting was considered no longer closed to the public.

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>
CMW Market Results	269	67.25
Day Communications, Inc.	367	91.75

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>
CMW Market Results	\$2,779,500.00	5
Day Communications, Inc.	\$3,138,000.00	4.43


Total Points and Rankings

<u>Proposer</u>	<u>Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
Day Communications, Inc.	91.75	4.43	96.18	1
CMW Market Results	67.25	5	72.25	2

The Committee members agreed that the highest ranked firm would be recommended to the Board for award.

There being no further business to come before the Committee, the meeting was adjourned at 11:35 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 Wednesday, December 6, 2017.

Submitted by: 
Aneth Williams, Director of Procurement

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

Angela Melton, Manager of Communications

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

PUBLIC OUTREACH AND COMMUNICATION CONSULTANT SERVICES; Contract No. 001299

EVALUATOR	CMW Market Results		Day Communications, Inc.		TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
	TECHNICAL	PRICE	TECHNICAL	PRICE						
Angela Melton	57		95							
Brian Hutchings	78		91							
Iranetta Dennis	63		92							
J. Marsh McLawhorn	71		89							
TOTAL	269		367		0		0			
AVG. TECH. POINTS	67.25		91.75		#DIV/0!		#DIV/0!			

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
CMW Market Results	\$2,779,500.00	5.00
Day Communications, Inc.	\$3,138,000.00	4.43

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
CMW Market Results	67.25	5.00	72.25	2
Day Communications, Inc.	91.75	4.43	96.18	1

Committee Members:

12/6/2017

12/6/2017

12/6/2017

12/6/2017

**PUBLIC OUTREACH EDUCATION AND
COMMUNICATIONS CONSULTANT SERVICES
Contract No. 001299**

This Contract is made this 14th day of December 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 DAY COMMUNICATIONS, INC., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 501 S. New York Avenue, Suite 200, Winter Park, Florida 32789 hereinafter "the CONTRACTOR."

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do 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 CONTRACTOR to perform public outreach education and communications consultant services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about October 09, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR 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 CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the 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.

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 CONTRACTOR 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 contractors 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 CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR 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 CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, 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 CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or

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

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

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of 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 CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$3,138,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the

CONTRACTOR's performance of the Contract determined necessary or desirable by 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR 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 CONTRACTOR refuses such access or review, CONTRACTOR 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 CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of 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," 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 that 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 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. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX’s Code of Ethics. CONTRACTOR acknowledges that it has read the CFX’s Code of Ethics and, to the extent applicable, CONTRACTOR 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, CONTRACTOR 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 “C.”**

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

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in 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.

CONTRACTOR 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 CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”). Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX’s contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices, and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor’s activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

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

8.1 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 CONTRACTOR under this Agreement.

8.2 **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;

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

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

8.5 **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 CONTRACTOR.

8.6 **Information Security/Cyber Liability Insurance:** If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (**Only applicable for Vendors supplying technology related services and or products**)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 **Commercial Crime Insurance:** If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

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 and noncontributory 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. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR 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.

10. INDEMNITY

CONTRACTOR 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 CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR 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 CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

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

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

11. PRESS RELEASES

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

12. PERMITS, LICENSES, ETC.

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

13. NONDISCRIMINATION

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

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

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

Name and Title of Key Personnel

Amanda Day – Project Manager/Account Service
Katherine Davis – Sr. Marketing Specialist
Vanessa Torline – Media Buyer and Marketing Specialist
Dori Madison – Communication Specialist

and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the 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, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR 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 CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR hereunder. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'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.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR'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.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws

and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

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

List of Subcontractors

Lure Design	Study Hall Research	Don Tracy	Jay Kossoff
Doverwood	SalterMitchell	Judy Tracy	Laughing Samurai
Right Brain Media	Sara Brady PR	Net Conversion	Promote Live
Varga Market Research	Push Button Productions	Right Creative	Selman Design
Jessica Adams Marketing			

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

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to 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 CONTRACTOR shall first submit a request to CFXs 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 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 CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX’s Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The

Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. 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.

20. 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.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR 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."

CONTRACTOR 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."

22. 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 CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of 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.

24. INTERPRETATION

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

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR 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.

26. 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:

26.1 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

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

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

26.4 Obligations upon expiration or termination of the Contract; and

26.5 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

27.2 CONTRACTOR 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.

28. INSPECTOR GENERAL

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

28. ASSIGNMENT

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

29. E-VERIFY

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

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 CONTRACTOR 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: Joe Passiatore, General Counsel

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Angela Melton

CONTRACTOR: DAY COMMUNICATIONS, INC.
501 S. New York Ave., Suite 200
Winter Park, Florida 32789
Attn: Amanda Day

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

[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 December 14, 2017.

ACCEPTED AND AGREED TO BY:

DAY COMMUNICATIONS, INC.

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

EXHIBIT A
SCOPE OF SERVICES
PUBLIC OUTREACH EDUCATION AND
MARKETING CONSULTANT SERVICES

1.0 DESCRIPTION

1.1 The Central Florida Expressway Authority (CFX) requires the services of a Public Outreach Education and Marketing Consultant (Consultant) to provide innovative communication and marketing services which will enhance the operations and image of CFX. Specific areas of services required consist of, but are not necessarily limited to, communication planning and implementation, marketing services, advertising services, public relations support, preparation of collateral, media assets, market research and project planning, coordination and implementation.

1.2 CFX has established the following goals and objectives for its communication and marketing program including:

- Increase public awareness of CFX's expressways and programs
- Communicate the benefits of using the CFX system and transponders
- Reach out to local communities with information about CFX programs and services
- Increase communication and outreach to minority communities
- Manage ongoing market research to determine customer profile, needs, and expectations
- Manage the CFX's image campaign for CFX programs and services
- Develop and coordinate media buys for all applicable channels and other materials typical to a comprehensive long term communication and marketing program
- Increase the CFX's reach through social media platforms.
- Participate in ever evolving website development for cutting edge communication
- Development and production of Agency annual reports
- Increase distribution channels

Anticipated projects include, but are not limited to, the following:

- PSA Campaigns
- Electronic Transponder Marketing
- Customer Loyalty Programs
- Customer Surveys
- Customer Communication and outreach

The Consultant shall make available the personnel, facilities, supplies, materials and resources, necessary to enable the CFX to achieve its communication and marketing goals. The Consultant shall work closely with CFX staff in providing the support services included in this project scope as directed by the CFX. The Consultant shall be responsible to ensure that sufficient staff or other resources are available to service multiple projects in progress concurrently.

- 1.3 CFX does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Consultant 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 consultants or CFX staff.

2.0 CONSULTANT SERVICES

- 2.1 The Consultant shall provide qualified professional, technical and support personnel to perform the work and provide the technical expertise and resources required by the CFX to support CFX's communication and marketing program through task orders. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. As used in the context of this Scope of Services, support shall be defined to include advising, informing, suggesting, evaluating, reviewing and quality assurance, recommending and planning the entire range of activities associated with communication and marketing. Attending and preparing for project meetings, in addition to providing reports and ROI reports, to support CFX communication and marketing efforts. All work subcontracted by the Consultant shall be specifically authorized and approved in advance by CFX through task orders.

- 2.2 Specific responsibilities of the Consultant shall include, but are not necessarily limited to: developing long range strategic plans, marketing plans; developing and producing advertisements; developing and producing media for communication channels; coordinating media buys and campaigns; developing video concepts, writing scripts and producing videos; developing and producing computer generated and/or slide presentations; development, production of agency annual reports; writing news articles for various publications; developing social media strategy; and providing photographic services.

3.0 SPECIAL TASKS ALLOWANCE

Special tasks may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No special tasks shall begin without prior written authorization to the Consultant to perform the work.

4.0 COMPENSATION

Compensation to the Consultant will be made in accordance with Exhibit B, Method of Compensation. The Consultant shall pay all applicable sales tax charged by outside

vendors/ sub-consultants for goods/services purchased by the Consultant in the performance of its responsibilities under the Contract. Any such sales tax paid by the Consultant will be reimbursed by CFX. However, CFX is exempt from sales tax billed directly.

5.0 TERM OF CONTRACT AND RENEWAL OPTIONS

Work shall commence upon issuance of the written Notice to Proceed from CFX's Manager of Communication. The term and renewals options shall be as specified in the Contract.

END OF SCOPE OF SERVICES

EXHIBIT B
METHOD OF COMPENSATION
PUBLIC OUTREACH EDUCATION AND MARKETING CONSULTANT SERVICES
CONTRACT NO. 001299

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Consultant for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract through task orders.

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, the Consultant will be paid up to a total not-to-exceed amount of \$3,138,000.00 for a three (3) year term. The total amount shall consist of an amount for labor of \$2,838,000.00 however an Allowance for Printing, Expenses, and Media Buys of \$300,000.00 has been set aside to be used as needed to be determined. Consultant will assist CFX with direct procurement media and printing services by providing quotes, proposals and estimate of such services. Consultant shall provide detailed estimates at the onset of each assignment. All expenditures from the Allowance will require specific authorization by CFX before any costs are incurred by the Consultant and paid by CFX. Subcontractor fees for printing and expenses as authorized by CFX, will be passed through the Consultant at cost. Authorized media buys through the consultant will be paid for from the Allowance and passed through the Consultant to CFX at cost with no additional fees (percentage of buy) included.

- 2.1 In general, payment will be made to the Consultant not more than once monthly unless otherwise agreed to by CFX prior to the start of an authorized work assignment. The Consultant shall prepare and submit an invoice to CFX in a format acceptable to CFX. The invoice shall be submitted in duplicate. The Consultant shall have a documented invoice procedure.
- 2.2 CFX has a Purchasing Card Program (PCP) and an EFT wire transfer system in addition to the normal checking process. The Consultant may select at its convenience the appropriate method of payment and coordinate with CFX the payment of the invoices. CFX highly recommends the use of the PCP or the EFT method for the payment of invoices.
- 2.3 Payment for work completed by the Consultant and accepted by CFX under the Allowance for Printing, Expenses and Media Buys will be made not more than once monthly unless otherwise agreed to by CFX prior to the start of an authorized work assignment. No work paid for under the Allowance shall be performed until written authorization is given, or forwarded via email, to the

Consultant by CFX. Any amounts remaining in the Allowance upon completion and acceptance of the project remain the property of CFX and the Consultant acknowledges that it has no entitlement to the remaining funds.

- 2.4 The Consultant shall promptly pay all subcontractors their proportionate share of payment received from CFX.
- 2.5 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payments previously withheld shall be released and paid to Consultant promptly when the work is subsequently satisfactorily performed.

3.0 PROJECT CLOSEOUT

The Consultant shall permit CFX to perform, or have performed, a final audit of the records of the Consultant and any or all of its subcontractors 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 properly disallowed by CFX because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such disallowed amounts are due CFX upon demand. Further, CFX shall have the right to deduct from any payment due the Consultant an amount sufficient to satisfy any amount due and owing CFX by the Consultant under the Contract. Final payment to the Contract will be adjusted for audit results. All media, graphic content and creative assets produced and used for CFX will be the property of CFX and assets will be given in digital form to CFX on an annual basis without additional costs associated.


END OF SECTION

Consent Agenda Item #2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 22, 2017

RE: Authorization to Advertise for Letter of Interest for Systemwide Construction
Engineering and Inspection (CEI) Services
Contract No. 001368

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide Systemwide CEI services for oversight and administration of projects outlined in the Five-Year Work Plan.

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

Reviewed by:


Ben Dreiling, P.E.
Director of Construction

**Consent Agenda Item
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: November 29, 2017

SUBJECT: Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) December 2017	Total Amount (\$) to Date*	Time Increase or Decrease
800-909	Traffic Control Devices, Inc.	Goldenrod Mainline Toll Plaza Improvements	\$ 39,625.00	\$ -	\$ (8,143.54)	\$ 31,481.46	0
528-131	SEMA Construction, Inc.	SR 528 Econlockhatchee River Bridge Replacement	\$ 17,777,000.00	\$ (37,378.85)	\$ -	\$ 17,739,621.15	22
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	\$ 56,152,429.00	\$ 1,243,643.17	\$ (1,205,716.83)	\$ 56,190,355.34	16
429-203	Superior Construction Co. SE, LLC	SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$ 46,617,017.39	\$ (869,234.22)	\$ (457,255.20)	\$ 45,290,527.97	21
429-204	Southland Construction, Inc.	SR 429 Systems Interchange	\$ 79,625,302.60	\$ 3,037,666.03	\$ 98,520.95	\$ 82,761,489.58	0
429-205	Superior Construction Co. SE, LLC	SR 429 Wekiva Pkwy from Systems Interchange East to Mt. Plymouth Rd.	\$ 38,650,000.00	\$ -	\$ 88,139.95	\$ 38,738,139.95	17
429-206	GLF Construction Corp.	SR 453, Lake County Line to SR 46	\$ 48,482,671.93	\$ 255,782.85	\$ 202,591.35	\$ 48,941,046.13	37

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) December 2017	Total Amount (\$) to Date*	Time Increase or Decrease
528-405	Southland Construction, Inc.	SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construcion	\$ 38,708,813.52	\$ 533,644.12	\$ 99,475.24	\$ 39,341,932.88	0
429-739	The Lane Construction Corp.	SR 429 Seidel Rd. to CR 535 Milling & Resurfacing	\$ 9,775,561.71	\$ 12,924.37	\$ -	\$ 9,788,486.08	10
253F	The Lane Construction Corp.	SR 408 / SR 417 Interchange Improvements Phase I	\$ 36,744,623.00	\$ 194,171.31	\$ 3,306.20	\$ 36,942,100.51	15
253G	SEMA Construction, Inc.	SR 408 / SR 417 Interchange Improvements Phase II	\$ 63,700,000.00	\$ -	\$ 1,031,000.00	\$ 64,731,000.00	0
528-313	The Lane Construction Corp.	SR 528 / Innovation Way Interchange	\$ 62,452,032.01	\$ 25,955.64	\$ -	\$ 62,477,987.65	10
408-127	The Lane Construction Corp.	SR 408 Widening, Hiawasse Rd. to Good Homes Rd.	\$ 23,569,000.00	\$ 153,896.50	\$ 674,861.30	\$ 24,397,757.80	44
TOTAL					\$	526,779.42	

* Includes Requested Amount for this current month.

Contract 800-909: Goldenrod Mainline Toll Plaza Improvements
Traffic Control Devices, Inc.
SA 800-909-1217-01

Adjustments to Contract Items

Adjust the following pay items to reflect the actual expenditures on the project.

DECREASE THE FOLLOWING ITEMS:

Allowance for Disputes Review Board	\$ (5,000.00)
Work Order Allowance	\$ (3,143.54)
	<u>\$ (8,143.54)</u>

TOTAL AMOUNT FOR PROJECT 800-909 \$ (8,143.54)

Contract 528-131: SR 528 Econlockhatchee River Bridge Replacement
SEMA Construction, Inc.
SA 528-131-1217-002

Hurricane Irma

The Governor issued a state of emergency for all counties in Florida related to Hurricane Irma (Executive Order). The project critical path was impacted for a total of 22 calendar days for this weather event.

Increase Contract Time 22 Calendar Days

TOTAL AMOUNT FOR PROJECT 528-131

\$ -

**Contract 429-202: SR 429, US 441 to North of Ponkan Rd.
 Prince Contracting, LLC
 SA 429-202-1217-11**

Low Area SW Quadrant Drainage Mod

During construction, the drainage at SW Low Area Pond 1 was reviewed. Field adjustments were made to enhance the permanent stabilization and maintainability capabilities in this area. The changes included the construction of more closed drainage and increase the amount of rubble rip rap at the outfall. During construction of these modifications, the work was impacted by Tropical Storm Emily which combined with the extra work warranted additional contract time of 11 days.

INCREASE THE FOLLOWING ITEMS:

Class I Misc. Concrete	\$	712.50
Inlets, Dt. Bot, Type B, J-Bot, <10'	\$	4,600.00
Pipe Culvert, Rnd. 36" Storm and Cross Drain	\$	12,988.00
Mitered End Section, Round, 36" CD	\$	3,700.00
Concrete Ditch Pavement, 3" Reinforced	\$	363.00
Rip Rap, Rubble, Ditch Lining	\$	<u>7,520.00</u>
	\$	29,883.50

ADD THE FOLLOWING ITEM:

Low Area SW Quadrant Drain Mod	\$	26,990.83
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Sub-Total: Low Area SW Quadrant Drainage Mod	\$	56,874.33
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Increase Contract Time **11** Calendar Days (Non-Compensable)

Fallen Tree Removal and ROW Fence Repairs

Hurricane Irma impacted Central Florida and caused damages to the project. The Contractor maintained responsibility for damages to the project in their care and custody. However, there were trees from private property that fell onto CFX R/W. CFX directed the Contractor to remove the trees from CFX property. After removal of trees, the existing ROW fence impacted was repaired.

ADD THE FOLLOWING ITEMS:

Fallen Tree Removal and ROW Fence Repairs	\$	10,432.22
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Increase Contract Time **5** Calendar Days (Non-Compensable)

Reconciliation of Work Order Allowance

There were 58 work orders issued from the Work Order Allowance. The general nature of these Work Orders breaks down as follows:

Formula Based	\$	(181.28)
Invoice Based Expenses	\$	13,987.73
Unit Price - Plan Revision	\$	6,619.78
Negotiated - Field Adjustments	\$	67,782.86
Negotiated - Plan Revisions	\$	108,888.36
Force Account - Field Adjustments	\$	8,391.14
Negotiated - Unforseen Additional Work	\$	12,910.24
Force Account - Unforseen Additional Work	\$	<u>10,475.50</u>
	\$	228,874.33

DECREASE THE FOLLOWING ITEM:

Work Order Allowance \$ (300,000.00)

Sub-Total: Reconciliation of Work Order Allowance \$ (71,125.67)

Final Quantities and Spec. Adjustments for Actual Work Performed

The following are adjustments to contract Pay Item Quantities to reflect Final Quantities for items of completed work and adjustments consistent with contract provisions.

ADD THE FOLLOWING ITEMS:

Base Group 1, 4" Limerock, 104.6% Thickness Adjustment	\$ 592.50
Base Group 4, 6" Limerock, 105% Thickness Adjustment	\$ 3,495.00
DDM 31, Reduction for Prime	\$ (80.21)
Base Group 5, 7" Limerock, 105% Thickness Adjustment	\$ 17,410.00
Base Group 6, 8" Limerock, 103.8% Thickness Adjustment	\$ 720.00
Base Group 9, 10" Limerock, 103.4% Thickness Adjustment	\$ 1,776.00
Base Group 11, 12" Limerock, 101.7% Thickness Adjustment	\$ 4,324.00
Superpave Asphalt Concrete, TL A, CPF Adjustment	\$ 693.24
Superpave Asphalt Concrete, TL B, CPF Adjustment	\$ (4,793.14)
Superpave Asphalt Concrete, TL C, CPF Adjustment	\$ (781.84)
Superpave Asphalt Concrete, TL D, CPF Adjustment	\$ 1,094.75
SP Asphalt Concrete, TL D, PG 76-22, CPF Adjustment	\$ 12,107.47
FC-5, 3/4" PG 76-22, Black Granite, CPF Adjustment	\$ (15,351.31)
FC-5, 3/4" PG 76-22, Black Granite, Straight Edge Adjustment	\$ (2,766.72)
FC, TL C, FC-12.5, PG 76-22, CPF Adjustment	\$ 1,727.59
DDM 33, Sample CB2A0047 Slump Tolerance	\$ (2,035.00)
DDM 44, Sample CC4D0005Q Damaged Cylinders	\$ (6,750.00)
DDM 35, Yothers Beam Raked Finish	\$ (1,080.00)
DDM 16, 19, 20 & 23, U-Beams Missing Rebar	\$ (2,959.60)
DDM 27, Bridge 750858 Beam B506 Cracked Flange	\$ (300.00)
DDM 48, Untested Structural Concrete	\$ (5,100.00)
Guardrail Removal	\$ 788.00
Fuel Adjustments	\$ (1,138,595.81)
Bituminous Adjustments	\$ (194,535.48)
	\$ (1,330,400.56)

DECREASE THE FOLLOWING ITEMS:

Type B Stabilization	\$ (364.00)
Base Group 4, 6" Limerock LBR 100	\$ (802.50)
Superpave Asphalt Concrete, Traffic C	\$ (5,254.60)
Superpave Asphalt Concrete, Traffic D	\$ (3,558.80)
SP Asphalt Concrete, Traffic D, PG 76-22	\$ (15,849.90)
Class I Concrete, Miscellaneous	\$ (712.50)
Steel Piling, 24" Diameter Pipe	\$ (12,600.00)
Sheet Piling Steel, Temp. Critical	\$ (448.20)
Concrete Ditch Pavement, 3" Reinforced	\$ (363.00)
Rip Rap, Rubble, Ditch Lining	\$ (4,183.00)
Fencing, Type B, Single, 0-6.0' Opening	\$ (1,400.00)
Performance Turf, Seeding	\$ (21,068.95)
Conduit, F&I, Directional Bore	\$ (6,270.00)

Fiber Optic Cable, 72 Strand Fiber, F&I	\$	(12,686.40)
Pull Box, F&I	\$	(2,740.00)
Fiber Optic Conduit, 6" Black Steel Pipe w/ 9-1" HDPE/SDR 11 Directional Bore	\$	(2,937.00)
Fiber Optic, 6" Split BSP Sleeve, Trench or Plow	\$	(20,947.50)
Thermoplastic, Standard, White, Solid, 6"	\$	(131.10)
Thermoplastic, Standard, White, Skip, Dotted Guideline	\$	(393.30)
Preformed Tape, HP, White, Solid, 8", PPRT	\$	(784.90)
Preformed Tape, HP 12", White, Skip, 3-12', PPRT	\$	(205.20)
Preformed Tape, HP, 18', Solid, Yellow, PPRT	\$	(769.60)
Conductor, #1, Insulated	\$	(97.86)
Conduit, F&I, Underground, 2" SCH 40 PVC	\$	(76.50)
Pole Cable Distribution System, Wall Mount	\$	(700.00)
	\$	<u>(115,344.81)</u>

INCREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign	\$	2,784.00
Milling Existing Asphalt Pavement, 1" Avg. Depth	\$	2,880.00
Superpave Asphalt Concrete, Traffic A	\$	1,384.00
Superpave Asphalt Concrete, Traffic B	\$	27,527.50
SP Asphalt Concrete, Traffic C, PG 76-22	\$	2,360.00
Asphalt Concrete, 3/4", FC-5, PG 76-22, Black Granite	\$	7,964.80
Asphalt Concrete, FC, TL C, FC-12.5, PG 76-22, Black Granite	\$	24,337.60
Miscellaneous Asphalt Pavement	\$	9,178.00
Inlet Ditch Bottom, Type B, J-Bot <10'	\$	4,600.00
Desilt Existing Pipe	\$	376.36
Video Taping Existing Drainage Systems	\$	8,473.50
Shoulder Concrete Barrier Wall, Rigid, C&G	\$	1,710.00
Special Guardrail Posts	\$	576.00
Fencing, Type B, 6', Black Vinyl	\$	713.00
Performance Turf, Sod	\$	71,349.60
Conduit, PVC SCH 40 - 2", F&I, Open Trench	\$	7,848.00
Fiber Optic Cable, 12 Strand Fiber, F&I	\$	455.40
Pull Box, F&I, 13x24"	\$	5,400.00
Single Post Sign, F&I, up to 12 SF	\$	3,915.00
Single Post Sign, F&I, 12-20 SF	\$	2,700.00
Single Post Sign, Relocate	\$	185.00
Retro-Reflective Pavement Marker	\$	958.80
Thermoplastic, Standard, White, Solid, 24"	\$	611.00
Thermoplastic, Standard, Yellow, Dotted Guideline	\$	73.60
Preformed Tape, HP, White, Solid, 12"	\$	193.50
Preformed Tape, HP, White, Solid, 18", PPRT	\$	520.00
Preformed Tape, HP, Yellow, Solid, 6", PPRT	\$	1,254.00
Preformed Tape, HP, Yellow, Solid, 8", PPRT	\$	103.40
Preformed Tape, HP, Solid, W/B Contrast, 9", PPRT	\$	7,812.00
Preformed Tape, Skip, W/B Contrast, 9", 10-30' PPRT	\$	597.60
Preformed Tape, Skip, W/B Contrast, 12", 3-3-9' PPRT	\$	511.50
Conductors, #8 to #6, Insulated	\$	381.60
Conductors, #4 to #2, Insulated	\$	2,160.00
NR, Light Pole Complete, 1 Arm Shoulder Mount, Alum. 35'	\$	4,650.00

Powder Coat, Light Pole, 35'	\$	722.90
Light Pole Remove	\$	580.00
Pole Cable Distribution System, Conventional	\$	3,000.00
Allowance for Disputes Review Board	\$	<u>33,000.00</u>
	\$	243,847.66

Sub-Total: Final Quantities and Spec. Adjustments for Actual Work Performed \$ (1,201,897.71)

TOTAL AMOUNT FOR PROJECT 429-202 **\$ (1,205,716.83)**

**Contract 429-203: SR 429, North of Ponkan Rd. to North of Kelly Park Rd.
 Superior Construction Co. SE, LLC
 SA 429-203-1217-06**

Extra Work

CFX directed the Contractor to perform the following extra work.

ADD THE FOLLOWING ITEMS:

Repaint MSE Wall #7	\$ 11,765.90
Grading for Swales from Station 206+50 to 211+00, Right	\$ 28,541.27
Grading for a Swale from Station 213+00 to 219+43, Left	<u>\$ 14,172.82</u>
	\$ 54,479.99

Fuel Price Index Adjustments

The contract contains provisions for the fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period of August 2016 - June 2017. During this period of time \$14,169,218.25 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

5/15 Gas Base Price=1.9765; Diesel Base Price=2.1583

Fuel Price Adjustment January 2016 (Gas Price=1.3468/Diesel Price=1.2602)	\$ 674.68
Fuel Price Adjustment March 2016 (Gas Price=1.1740/Diesel Price=1.1800)	\$ 56.52
Fuel Price Adjustment June 2016 (Gas Price=1.6565/Diesel Price=1.6045)	\$ 1.15
Fuel Price Adjustment August 2016 (Gas Price=1.3878/Diesel Price=1.3300)	\$ (64,858.62)
Fuel Price Adjustment September 2016 (Gas Price=1.4535/Diesel Price=1.4985)	\$ (31,585.99)
Fuel Price Adjustment October 2016 (Gas Price=1.5768/Diesel Price=1.6532)	\$ (8,060.75)
Fuel Price Adjustment November 2016 (Gas Price=1.5110/Diesel Price=1.6078)	\$ (23,941.85)
Fuel Price Adjustment December 2016 (Gas Price=1.5458/Diesel Price=1.6653)	\$ (19,987.45)
Fuel Price Adjustment January 2017 (Gas Price=1.7407/Diesel Price=1.8003)	\$ (16,266.57)
Fuel Price Adjustment February 2017 (Gas Price=1.6337/Diesel Price=1.7158)	\$ (15,655.40)
Fuel Price Adjustment March 2017 (Gas Price=1.6545/Diesel Price=1.7450)	\$ (16,242.90)
Fuel Price Adjustment April 2017 (Gas Price=1.6960/Diesel Price=1.6750)	\$ (6,718.73)
Fuel Price Adjustment May 2017 (Gas Price=1.5787/Diesel Price=1.5923)	\$ (3,606.45)
Fuel Price Adjustment June 2017 (Gas Price=1.6133/Diesel Price=1.5603)	<u>\$ (2,065.77)</u>
	\$ (208,258.13)

Bituminous Index Adjustments

The contract contains provisions for indexed bituminous adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period of December 2015 - June 2017.

ADD THE FOLLOWING ITEMS:

5/15 Unmodified Binder Index=1.9365; Modified Binder Index=2.5343

Bituminous Adjustment December 2015 (Unmodified Binder Index=1.7342/Modified Binder Index=2.1852)	\$	(725.69)
Bituminous Adjustment November 2016 (Unmodified Binder Index=1.2686/Modified Binder Index=1.7089)	\$	(14,163.88)
Bituminous Adjustment December 2016 (Unmodified Binder Index=1.2897/Modified Binder Index=1.7344)	\$	(30,705.68)
Bituminous Adjustment January 2017 (Unmodified Binder Index=1.3299/Modified Binder Index=1.7669)	\$	(10,938.68)
Bituminous Adjustment February 2017 (Unmodified Binder Index=1.3873/Modified Binder Index=1.8233)	\$	(14,842.14)
Bituminous Adjustment March 2017 (Unmodified Binder Index=1.4693/Modified Binder Index=1.9412)	\$	(53,155.84)
Bituminous Adjustment April 2017 (Unmodified Binder Index=1.4457/Modified Binder Index=1.9472)	\$	(6,964.62)
Bituminous Adjustment May 2017 (Unmodified Binder Index=1.5444/Modified Binder Index=1.9782)	\$	(6,128.10)
Bituminous Adjustment June 2017 (Unmodified Binder Index=1.4650/Modified Binder Index=1.9472)	\$	(5,934.02)
	\$	<u>(143,558.65)</u>

Limerock Thickness Adjustments

The contract contains provisions for roadway base thickness adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the limerock thickness.

ADD THE FOLLOWING ITEMS:

Limerock Base Group 1, 4" LBR 100	\$	3,058.40
Limerock Base Group 5, 7" LBR 100	\$	7,075.80
Limerock Base Group 9, 10" LBR 100	\$	3,158.40
Limerock Base Group 11, 12" LBR 100	\$	<u>14,890.20</u>
	\$	28,182.80

Composite Pay Factor

The contract contains provisions for an asphalt composite pay factor (CPF). In accordance with the contract specifications, the engineer has calculated CPF's.

ADD THE FOLLOWING ITEMS:

CPF Lot 1	\$	419.04
CPF Lot 2	\$	7,100.00
CPF Lot 4	\$	2,597.34
CPF Lot 5	\$	7,520.00
CPF Lot 7	\$	947.55
CPF Lot 9	\$	(2,920.00)
CPF Lot 10	\$	1,265.92
CPF Lot 11	\$	(2,528.84)
CPF Lot 13	\$	1,860.00
CPF Lot 15	\$	9,300.00
CPF Lot 16	\$	(1,726.25)

CPF Lot 17	\$	7,440.00
CPF Lot 18	\$	5,777.39
CPF Lot 19	\$	2,256.42
CPF Lot 24	\$	536.01
	\$	<u>39,844.58</u>

Closeout of Pay Item Quantities, Allowances and Reimbursements

ADD THE FOLLOWING ITEMS:

Work Orders 1 - 20	\$	71,790.52
Partnering Costs	\$	3,753.54
	\$	<u>75,544.06</u>

Adjustments of Final Pay Items and Allowances

DECREASE THE FOLLOWING ITEMS:

Changeable Variable Message Sign, Temp	\$	(16,176.00)
Subsoil Excavation	\$	(42,073.68)
Grout Pipe Installation	\$	(16,528.00)
Superpave Asphalt Concrete, Traffic D	\$	(15,796.47)
Superpave Asphalt Concrete, Traffic D, PG 76-22	\$	(21,727.59)
Asphalt Concrete Friction Course incl. Bit, PG 76-22, FC-5	\$	(51,931.11)
Concrete Class NS, Gravity Walls	\$	(26,260.00)
Asphalt Concrete Friction Course incl. Bit, PG 76-22, FC-12.5	\$	(12,200.26)
Pipe Culvert RCP, Round, 42" SS	\$	(665.00)
Pipe Culvert RCP, Round, 18" SS	\$	(3,360.00)
Vertical Drainage Wick	\$	(18,201.00)
Guardrail Bridge Anchorage Assembly	\$	(2,750.00)
Guardrail Bridge Anchorage Assembly, Type II	\$	(750.00)
Rumble Strips, Ground-In, 16" Min.	\$	(1,320.00)
Fiber Optic Cable, F&I, Single Mode, 72 Fibers	\$	(18,391.20)
Pull and Splice Box, F&I, 13"x24"	\$	(33,033.88)
Fiber Optic 6" BSP Split Sleeve, Trench or Plow	\$	(2,069.10)
Thermoplastic Standard, White, Arrows	\$	(204.00)
Thermoplastic Standard, Open Graded Asphalt, White, Solid, 6"	\$	(150.50)
Pavement Marking, Preformed Tape, HP, White, Solid, 8"	\$	(5,252.80)
Pavement Marking, Preformed Tape, HP, Yellow, Solid, 6"	\$	(2,880.00)
Pavement Marking, Preformed Tape, HP, Contrast, Solid, 9", PPRT	\$	(8,190.00)
Allowance for Disputes Review Board	\$	(2,000.00)
Limerock Base Group 2, 5" LBR 100 w/ Prime	\$	(21,120.00)
Thermoplastic Standard, White, Solid, 18"	\$	(546.00)
Thermoplastic Standard, White, Message	\$	(480.00)
Pavement Marking, Preformed Tape, HP, White, Solid, 18"	\$	(2,299.00)
Pavement Marking, Preformed Tape, HP, Yellow, Solid, 8"	\$	(9,665.60)
Pavement Marking, Preformed Tape, HP, Yellow, Solid, 18"	\$	(9,266.40)
Work Order Allowance	\$	<u>(300,000.00)</u>
	\$	<u>(645,287.59)</u>

INCREASE THE FOLLOWING ITEMS:

Embankment	\$	1,490.00
Pressure Grouting	\$	42,280.00
Superpave Asphalt Concrete, Traffic B	\$	10,542.94
Superpave Asphalt Concrete, Traffic C	\$	13,729.98
Superpave Asphalt Concrete, Traffic C, PG 76-22	\$	4,762.35

Miscellaneous Asphalt Pavement	\$ 2,033.60
Manholes, P-8, <10'	\$ 2,500.00
Manholes, P-8, <10'	\$ 7,000.00
Pipe Culvert RCP, Round, 24" SD	\$ 2,160.00
Pipe Culvert RCP, Round, 24" SS	\$ 4,290.00
Mitered End Section, Optional Round, 24" CD	\$ 1,500.00
Prestressed Concrete Piling, 18" SQ	\$ 240.00
Prestressed Concrete Piling, 24" SQ	\$ 57,190.00
Test Piles, Prestressed Concrete, 24" SQ	\$ 78,000.00
Shoulder Concrete Barrier Wall, Rigid Shoulder	\$ 20,000.00
Guardrail Concrete Barrier Anchorage Assembly	\$ 1,350.00
Fencing, Type B, 4' High, Black Vinyl	\$ 13,423.20
Inspector Training for Data Collection Sensors	\$ 13,843.00
Conduit, F&I, Underground	\$ 3,657.36
Conduit, F&I, Directional Bore	\$ 3,177.56
Fiber Optic Cable, F&I, Single Mode, 12 Fibers	\$ 1,181.44
Fiber Optic 6" PVC Outer Duct w/ Conduit, 9-1" HDPE/SDR II, Trench	\$ 5,303.63
Electrical Service Wire	\$ 27,271.15
Conductors, F&I, Insulated, #6	\$ 2,845.92
Lighting, Conductors, F&I, #8 to #6	\$ 3,100.23
Lighting, Conductors, F&I, #4 to #2	\$ 15,790.38
Conduit, F&I, Underground, 2" SCH 40 PVC	\$ 2,760.00
Traffic Monitoring Station Composite Cable, F&I	\$ 375.00
	\$ 341,797.74

Sub-Total: Adjustments of Final Pay Items and Allowances \$ (303,489.85)

Extend Contract Completion Time

CFX wishes to extend the completion time for this project to allow for the extra work included in the Supplemental Agreement.

Increase Contract Time 21 Calendar Days

TOTAL AMOUNT FOR PROJECT 429-203 \$ **(457,255.20)**

Contract 429-204: SR 429 Systems Interchange
Southland Construction, Inc.
SA 429-204-1217-09

Plan Quantity Adjustments/Corrections

Adjustment to Contract quantities of Regular Excavation and Embankment are required due to differing existing site topography at Pond 5 from that depicted in the plans.

INCREASE THE FOLLOWING ITEMS:

Regular Excavation	\$	867.26
Embankment	\$	<u>4,358.29</u>
	\$	5,225.55

Karst Formation Mitigation - Quantity Adjustment

In order to construct the subsurface geotechnical design for the mitigation of the karst formation (Sta. 408+00), additional quantities of sand fill and subsoil excavation are required.

INCREASE THE FOLLOWING ITEMS:

Sand Fill	\$	91,493.78
Subsoil Excavation	\$	<u>39,685.10</u>
	\$	131,178.88

Plan Revision 3: Remove Polymer Modifiers from Traffic Level B Asphalt

Plan Revision 3 required the transfer of all quantities under to Pay Item 334-1-12 (SP Traffic Level B) from Pay Item 334-1-22 (SP Traffic Level B PG 76-22, PMA) eliminating the requirement for Polymer Modified Asphalt for all Traffic Level B asphaltic concrete

INCREASE THE FOLLOWING ITEM:

SP Traffic Level B	\$	185,713.21
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DECREASE THE FOLLOWING ITEM:

SP Traffic Level B PG 76-22, PMA	\$	(223,596.69)
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Sub-Total: Plan Revision 3: Remove Polymer Modifiers from Traffic Level B Asphalt

	\$	(37,883.48)
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TOTAL AMOUNT FOR PROJECT 429-204

	\$	<u>98,520.95</u>
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**Contract 429-205: SR 429 Wekiva Pkwy from Systems Interchange East to Mt. Plymouth Rd.
Superior Construction Co. SE, LLC
SA 429-205-1217-1**

Apply Coatings to Wireways

In accordance with Plan Revision # 3, provide a powder coat paint finish to the wireways.

ADD THE FOLLOWING ITEM:

Apply Coatings to Wireways \$ 8,942.41

Structural Modifications to Toll Gantries

Add gantry mounted truss support systems to accomodate future tolling applications in accordance with Plan Revision # 3.

ADD THE FOLLOWING ITEM:

Structural Modifications to Toll Gantries \$ 20,497.40

Additional Components at Toll Plaza Building

Add components at the toll plaza building in accordance with Plan Revisions #4 and #7. This includes an additional E6 reader cabinet with 6000 BTU AC unit, electrical cabinet and in pavement loops.

ADD THE FOLLOWING ITEM:

Additional Components at Toll Plaza Building \$ 58,700.14

Hurricane Matthew

The Governor issued a state of emergency for all counties in Florida related to Hurricane Matthew (Executive Order). The project critical path was impacted for a total of 3 non-compensable calendar days for this weather event.

Increase Contract Time 3 Calendar Days (Non-Compensable)

Hurricane Irma

The Governor issued a state of emergency for all counties in Florida related to Hurricane Irma (Executive Order). The project critical path was impacted for a total of 14 non-compensable calendar days for this weather event.

Increase Contract Time 14 Calendar Days (Non-Compensable)

TOTAL AMOUNT FOR PROJECT 429-205

\$ 88,139.95

Contract 429-206: SR 453, Lake County Line to SR 46
GLF Construction Corp.
SA 429-206-1217-06

Plan Revision 6

CFX issued Plan Revision 6 in August 2017. This plan revision added drainage improvements and additional work for the installation of the medallions. There are quantity modifications for 3 new bid items and 6 existing bid items. An additional 21 calendar days impact to the critical path. The drainage improvements began the middle of November and substantial completion was originally scheduled for 11/28/17. It will take 5 weeks to complete the operation, 3 weeks after substantial completion.

ADD THE FOLLOWING ITEMS:

Manhole, Type P-8, >10', F&I	\$	13,855.35
Pipe Culvert, RCP, Round, 24", >10', F&I	\$	94,429.66
Toll Gantry Hinged Medallion Hardware, F&I	\$	23,245.78
Toll Plaza Gantry Conduit, F&I	\$	<u>19,785.56</u>
	\$	151,316.35

MODIFY THE FOLLOWING ITEMS:

Manhole, Type P-8, >10'	\$	8,400.00
Inlets, DT Bot, Type C, <10'	\$	4,400.00
Mitered End Section, 24", CD	\$	1,500.00
Pipe Culvert, RCP, Round, 24', S/CD	\$	24,375.00
Concrete Ditch Pavement, Non-Reinforced, 3"	\$	3,000.00
Performance Turf, Sod	\$	<u>9,600.00</u>
	\$	51,275.00

Increase Contract Time 21 Calendar Days

Sub-Total: Plan Revision 6 \$ 202,591.35

Tropical Storm Emily

The Governor issued a State of Emergency for Orange County related to Tropical Storm Emily (Executive Order on 7/31/17). The project critical path was impacted for a total of 2 calendar days for this weather event.

Increase Contract Time 2 Calendar Days

Hurricane Irma

The Governor issued a state of emergency for all counties in Florida related to Hurricane Irma (Executive Order). The project critical path was impacted for a total of 14 calendar days for this weather event.

Increase Contract Time 14 Calendar Days

TOTAL AMOUNT FOR PROJECT 429-206

\$ 202,591.35

Contract 528-405: SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction
Southland Construction, Inc.
SA 528-405-1217-07

Install Trench Drain System

Install a trench drain system at ramp plaza CD to eliminate water intrusion into the sub-floor of the Ramp Toll Plaza facility.

ADD THE FOLLOWING ITEM:

Furnish and Install Trench Drain	\$ 15,998.85
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Adjustments for Actual Quantity Completed - Contract Pay Items

Adjust the contract quantities of Contract Pay Items to reflect the actual field measured quantities installed throughout the contract.

DECREASE THE FOLLOWING ITEMS:

Pipe Filling and Plugging	\$ (14,924.32)
Tubular Route Marker	\$ (528.00)
Adjustment to CPF Lots 11, 14, 16 and 27	\$ (9,588.22)
Adjustment to CPF Lots 13-16, 24, 27, 31 and 32	<u>\$ (484.67)</u>
	\$ (25,525.21)

INCREASE THE FOLLOWING ITEMS:

Pavement Marking Preformed Tape	\$ 2,770.72
Adjustment to CPF Lots 11, 14, 16 and 27	\$ 0.01
Fiber Optic Conduit, 2-1", HDPE	\$ 903.76
Fiber Optic Conduit, 4-1", HDPE	\$ 358.26
Fiber Optic Conduit, 9-1", HDPE	\$ 1,580.64
Changeable VMS Boards	\$ 1,458.06
4" Sidewalk	\$ 29,311.20
Performance Turf, Sod	\$ 37,524.96
Fencing Type B, 6'	<u>\$ 35,093.99</u>
	\$ 109,001.60

Sub-Total: Adjustments for Actual Quantity Completed - Contract Pay Items	\$ 83,476.39
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<u>TOTAL AMOUNT FOR PROJECT 528-405</u>	<u>\$ 99,475.24</u>
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Contract 429-739: SR 429 Seidel Rd. to CR 535 Milling & Resurfacing
The Lane Construction Corp.
SA 429-739-1217-02

Hurricane Irma

The Governor issued a state of emergency for all counties in Florida related to Hurricane Irma (Executive Order). The project critical path was impacted for a total of 10 calendar days for this weather event.

Increase Contract Time 10 Calendar Days

TOTAL AMOUNT FOR PROJECT 429-739

\$ -

Contract 253F: SR 408 / SR 417 Interchange Improvements Phase I
The Lane Construction Corp.
SA 253F-1217-09

Additional Work MOT

This is a settlement of an ongoing claim dispute for impacts caused by Hurricane Matthew. The Contractor submitted a claim that was escalated to the Disputes Review Board (DRB). This contract adjustment is based on the DRB recommendation issued 5/29/17 for MOT work directed by CFX.

ADD THE FOLLOWING ITEM:

Additional Work MOT \$ 3,306.20

Increase Contract Time 1 Calendar Day

Hurricane Irma

The Governor issued a state of emergency for all counties in Florida related to Hurricane Irma (Executive Order). The project critical path was impacted for a total of 14 calendar days for this weather event 5 of which were concurrent with those granted in SA # 8.

Increase Contract Time 9 Calendar Days (Non-Compensable)

SR 417 SB Bridge over Econ Trail Pier 2 RT Test Pile Claim

The Contractor submitted a claim for extra work and requested a time extension related to the extra work to install a splice section on the test pile at the SR 417 SB bridge over Econ Trail Pier 2. The claim was denied by CFX and the issue was escalated to the DRB. The DRB recommended a non-compensable time extension be granted that was consistent with the original offer proposed by CFX.

Increase Contract Time 5 Calendar Days (Non-Compensable)

TOTAL AMOUNT FOR PROJECT 253F

\$ 3,306.20

Contract 253G: SR 408 / SR 417 Interchange Improvements Phase II
SEMA Construction, Inc.
SA 253G-1217-001

Pay Item Quantity Adjustment

Increase the contract quantity of prestressed concrete piling. The original bid quantity for prestressed concrete piling will be exceeded based on the authorized lengths for Ramps A and D1 issued to-date and the required method of payment outlined in Spec 455-11 for preformed pile holes, dynamic load tests, set-checks and redrives required by the driving criteria issued by the Engineer.

ADD THE FOLLOWING ITEM:

Prestressed Concrete Piling, 24" Square	\$ 1,031,000.00
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TOTAL AMOUNT FOR PROJECT 253G

\$ 1,031,000.00

Contract 528-313: SR 528 / Innovation Way Interchange
The Lane Construction Corp.
SA 528-313-1217-09

Hurricane Irma

The Governor issued a state of emergency for all counties in Florida related to Hurricane Irma (Executive Order). The project critical path was impacted for a total of 10 calendar days for this weather event.

Increase Contract Time 10 Calendar Days

TOTAL AMOUNT FOR PROJECT 528-313

\$ -

**Contract 408-127: SR 408 Widening, Hiawassee Rd. to Good Homes Rd.
The Lane Construction Corp.
SA 408-127-1217-04**

Plan Revision #10 - Relocate ITS Backbone

Adjust quantities of existing contract Pay Items and add new Pay Items to accommodate additional work and changes contained in Plan Revision #10.

MODIFY THE FOLLOWING ITEMS:

Fiber Optic Cable Inventory	\$	367.00
Fiber Optic Splice Housing Inventory	\$	734.00
72 SM Fiber Optic Cable, Re-Pull	\$	16,277.00
Fiber Optic Fusion Splice	\$	11,692.00
Fiber Optic Conduit, 8-1" HDPE/SDR 11, Trench or Plow, F&I	\$	17,445.50
Fiber Optic, 6" Split PVC Sleeve, Trench or Plow, F&I	\$	4,100.00
Fiber Optic Patch Panel, 12 Port, F&I	\$	1,496.00
Conductor, F&I, Insulated, #12, Tone Wire	\$	488.60
	\$	<u>52,600.10</u>

ADD THE FOLLOWING ITEMS:

Fiber Optic Cable, 12-Strand Fiber, F&I	\$	1,332.15
12 SM Fiber Optic Cable, Re-Pull	\$	812.21
6 SM Fiber Optic Cable, Remove	\$	30.00
Fiber Optic Cable, 72-Strand Fiber, F&I	\$	9,374.14
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$	7,688.58
Fiber Optic Splice Box, F&I, 30"x60" Rectangular, F&I	\$	12,792.00
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Trench Plow, F&I	\$	3,053.95
Fiber Optic Conduit, 6" HDPE/SDR 11 w/ 8-1" HDPE/SDR 11, Directional Bore	\$	7,401.85
Tubular Route Marker, Fiber	\$	1,072.14
	\$	<u>43,557.02</u>

Sub-Total: Plan Revision #10 - Relocate ITS Backbone \$ 96,157.12

Production & Test Piles Quantity Adjustment for Hiawassee Bridges & Lake Sherwood Bridge

Adjust quantities of existing Contract Pay Items to reflect the actual quantities of test and production piles installed at Hiawassee Bridges and Lake Sherwood Bridge. Add 32 non-compensable calendar days to the Contract for this additional critical path work.

MODIFY THE FOLLOWING ITEMS:

Piles, Steel, Special, 14" Diameter	\$	210,690.00
Piles, Steel, Special, HP 18x204	\$	124,500.00
Test Piles, Steel, Special, 14" Diameter	\$	84,800.00
Test Piles, Steel, Special, HP 18x204	\$	46,150.00
	\$	<u>466,140.00</u>

Increase Contract Time 32 Calendar Days (Non-Compensable)

Surplus Steel Piles for Lake Sherwood Bridge

Add a new pay item to reimburse the Contractor for additional steel pile material ordered at the direction of CFX to ensure sufficient material remained on hand for the project not to be delayed.

ADD THE FOLLOWING ITEM:

Surplus Steel Piles	\$	112,564.18
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Hurricane Irma

The Governor issued a state of emergency for all counties in Florida related to Hurricane Irma (Executive Order). The project critical path was impacted for a total of 12 calendar days for this weather event.

Increase Contract Time 12 Calendar Days

TOTAL AMOUNT FOR PROJECT 408-127

\$ 674,861.30

**Consent Agenda Item
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

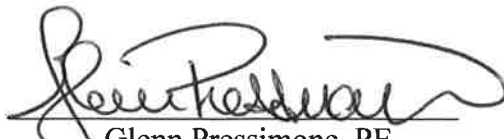
DATE: November 27, 2017

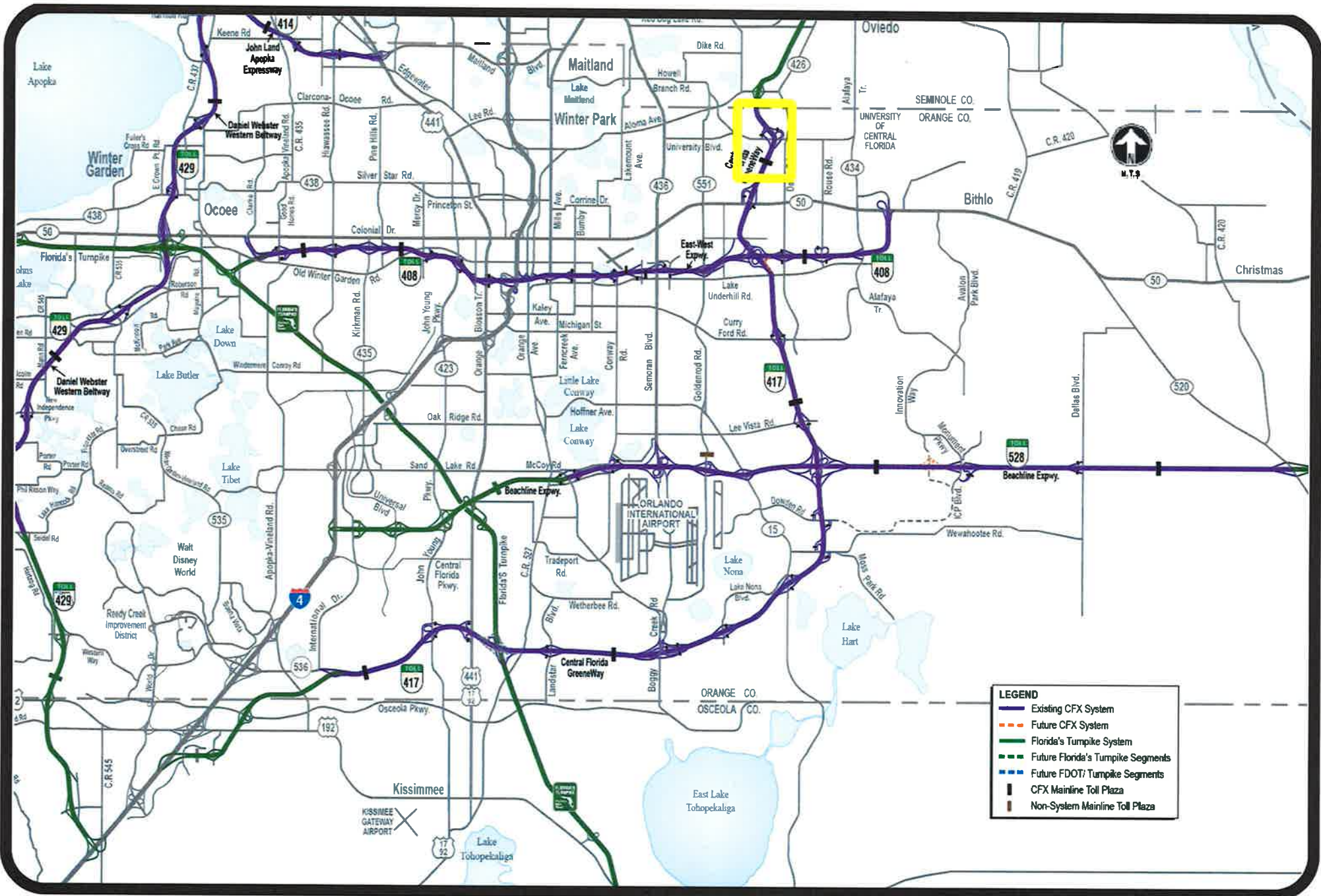
SUBJECT: Option and Sales Agreement
S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line
Project 417-134, Contract No. 001153

Board authorization is requested for CFX to enter into an Option and Sale Agreement with Holland Properties, Inc., a Florida corporation d/b/a TM-ECON MITIGATION BANK to offset wetland impacts (as determined by the St. Johns River Water Management District and the U.S Army Corps of Engineers) associated with the S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line, Project 417-134.

This Agreement contemplates the purchase of Sixty Three/Hundredths (0.63) State UMAM Freshwater Wetland Credits (which also satisfies the necessary Federal WRAP Palustrine credits required by the USACE) by CFX for a total cost payable to Holland Properties, Inc., in the amount of Seventy Five Thousand Six Hundred dollars and no cents (\$75,600.00).

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



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

OPTION AND SALES AGREEMENT

This Option and Sales Agreement (hereinafter "Agreement") is entered into this 22nd day of September, 2017, by and among **Holland Properties, Inc., a Florida corporation d/b/a TM-ECON MITIGATION BANK**, (hereinafter "Mitigation Bank"), whose address is P.O. Box 770308, Winter Garden, Florida, 34777-7308 and **Central Florida Expressway Authority** (hereinafter "Buyer"), whose address is 4974 ORL Tower Rd., Orlando, FL 32807.

WHEREAS, Buyer is in the process of permitting a project known as SR 417 - 134, **STATE Permit # (Pending) and ACOE Permit # (Pending)** and

WHEREAS, as part of the environmental permitting process (hereinafter "Permit") involving the St Johns River Water Management District (hereinafter "District") or Florida Department of Environmental Protection (hereinafter "FDEP", the U. S. Army Corps of Engineers (hereinafter "ACOE") it is anticipated that the referenced governmental agencies will impose a requirement as a condition to granting the Permits that certain mitigation efforts be undertaken with respect to impacted wetlands and certain mitigation credits be purchased to satisfy the Permits; and

WHEREAS, Mitigation Bank is a mitigation bank with freshwater UMAM mitigation credits (hereinafter individually referred to as "Credit" or collectively referred to as "Credits" under SJRWMD Permit No. 4-095-84310-7 and ACOE Instrument No. 200107089 (IP-TB); and

WHEREAS, Mitigation Bank desires to sell Credits to Buyer for the purpose of meeting their needs, and

WHEREAS, the feasibility of using the Mitigation Bank and the number of Credits needed by Buyer has tentatively been determined by Buyer, and

WHEREAS, Mitigation Bank is entitled to convey Credits to Buyer under St. Johns River Water Management District Permit No. 4-095-84310-7 (hereinafter "ERP") and U.S. Army Corps of Engineers (hereinafter "ACOE") Instrument No. 2001-07089 (IP-TB); and

WHEREAS, to exercise the Option, as defined herein, Mitigation Bank requires the Buyer to deposit the full purchase price with owner's agent, James L. Clark (hereinafter "Owner's Agent"), whose address is P. O. Box 885, Windermere, FL 34786, within 15 days from the date of the issuance of the Permits.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein and Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed:

1. **Whereas Clauses.** The recitals set forth in the Whereas Clauses herein are material components to this Agreement and are incorporated hereby by this reference.

2. **Option Period.** This option to purchase ("Option") shall commence upon the signing of this Agreement and expire on March 22, 2018 ("Option Period"). This Agreement shall be void unless Buyer fully executes and delivers the Agreement to Owner's Agent November 1, 2017.

3. **Option Payment.** No Option Payment is required for this Agreement.

4. **Agreement to Sell** Mitigation Bank does hereby agree to sell to Buyer upon issuance of the Permits **Sixty Three/Hundreds (0.63) State UMAM Freshwater Wetland Credits** and **the quantity of Federal WRAP Palustrine Credits** required for this Project under the terms and conditions set forth herein.

5. **Purchase Price.** The purchase price to be paid by Buyer to Mitigation Bank for the Credits shall be **Seventy Five Thousand Six Hundred** and No/100ths Dollars (**\$75,600.00**) ("Purchase Price").

6. **Exercise of Option.** Within fifteen (15) days from the date of receipt of the Permits Buyer shall deposit the Purchase Price with Owner's Agent together with a copy of the ACOE Permit Letter. If paying with a check the check shall be made in favor of "Holland Properties, Inc.". The Mitigation Bank shall then immediately advise the District and ACOE that the terms and conditions of this Agreement have been completed by the Buyer.

7. **Notices:** Any notice required hereunder shall be given in writing and shall be sent by registered or certified mail, return receipt requested, hand delivered or deposited into a recognized overnight courier service to the parties hereto at the following addresses:

MITIGATION BANK: TM-ECON MITIGATION BANK
ATTN: R. S. Holland
Post Office Box 770308
Winter Garden, Florida 34777-7308

With a copy to: **Swann, Hadley, Stump, Dietrich & Spears P.A.**
ATTN: Ralph V. Hadley, III, Esquire
1031 West Morse Boulevard, Suite 350
Winter Park, Florida 32789
407-647-2777 (telephone)
407-647-2159 (fax)

FOR MAIL USE THE FOLLOWING ADDRESS:
P. O. Box 1961
Winter Park, Florida 32790-1961

OWNER'S AGENT: **James L. Clark, SCV**
P.O. Box 885
Windermere, FL 34786
407-876-2755 (telephone)
407-876-5284 (fax)

BUYER: **Central Florida Expressway Authority**
Joseph A. Berenis, P.E., Chief of Infrastructure
4974 ORL Tower Rd.
Orlando, FL 32807

_____ (telephone)
_____ (fax)

With a copy to: **Dewberry**
Attn: Nicole Gough
800 North Magnolia Ave., Suite 1000
Orlando, FL, 32803

321/354-9727 (telephone)
407/649-8664 (fax)

Notices will be deemed received when delivered if hand delivered or sent via a recognized overnight courier service or 3 days after depositing same in the U.S. Mail if sent via registered or certified mail.

8. **Attorneys' Fees/Venue.** If any suit or action shall be instituted to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and reasonable attorneys' fees expended as part of such suit, action, or appeal and venue of any such action shall be in the Ninth Judicial Circuit Court, Orange County, Florida.

9. **Severability.** If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

10. **Binding Effect.** The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and assigns of the parties hereto.

11 **Typewritten or Handwritten Provisions.** Handwritten or typewritten provisions inserted into this Agreement initialed by all parties shall control over the typewritten provisions in conflict therewith.

12. **Captions.** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument.

14. **Facsimile Signatures.** Facsimile signatures of this Agreement shall be deemed binding on all parties.

15. **Effective Date of this Agreement.** The effective date of this Agreement shall be the date this Agreement is last executed by either Buyer or Mitigation Bank ("Effective Date").

16. **Governing Law; Venue.** The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement, shall lie in Orange County, Florida.

17. **Amendments.** This Agreement may not be amended except by written agreement signed by all of the parties.

18. **Assignment.** Buyer shall not have the right to assign this Agreement.

19. **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

MITIGATION BANK :

**Holland Properties, Inc d/b/a
TM-ECON MITIGATION BANK**



By: _____
**James L Clark, Authorized Agent
for, TM-Econ Mitigation Bank and
Holland Properties, Inc.**

Executed: September 22, 2017

**BUYER:
Central Florida Expressway Authority**

By: _____
Joseph A. Berenis, P. E.


Its: Chief of Infrastructure

Executed: _____, 2017

**Consent Agenda Item
#5**

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: November 27, 2017

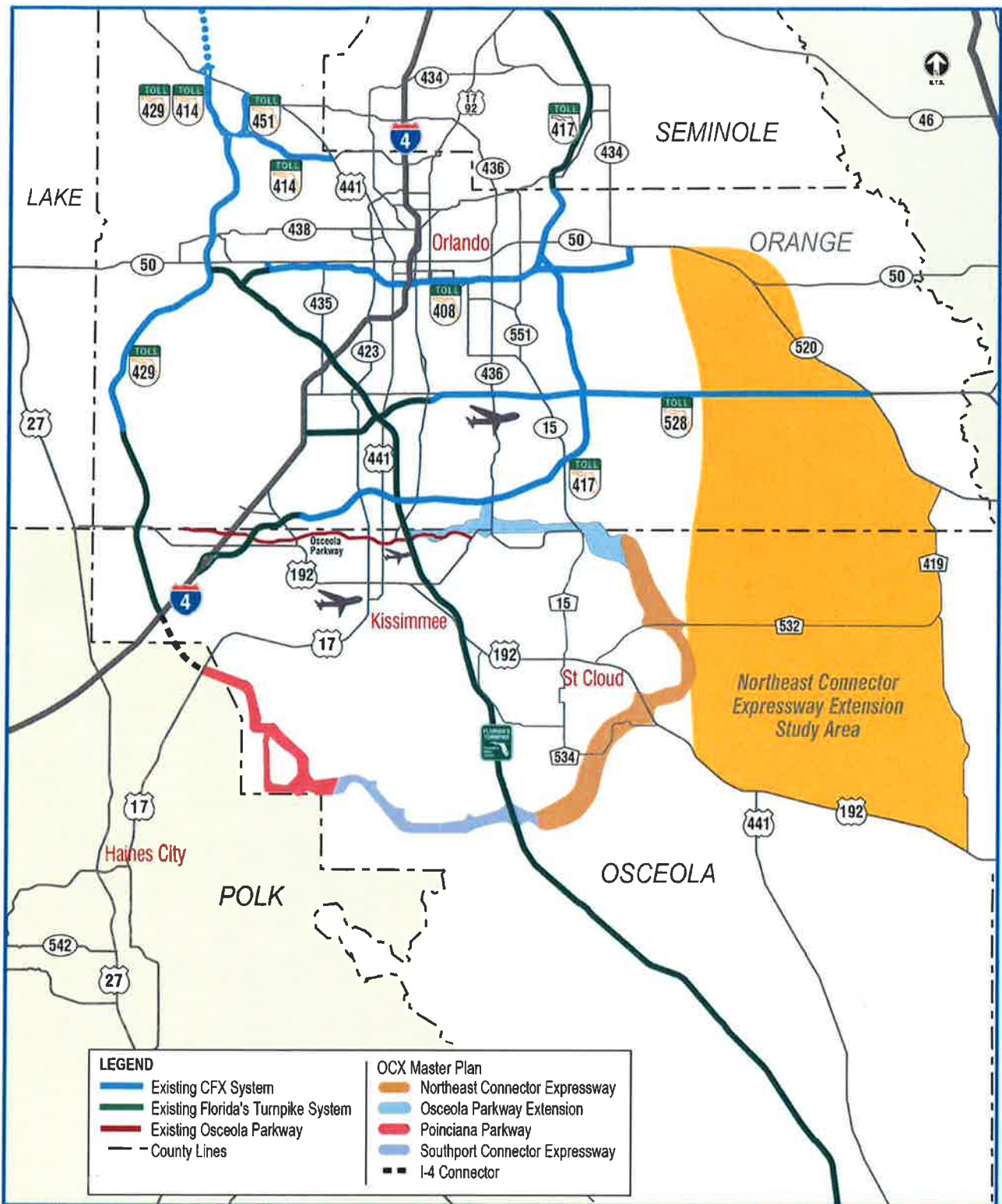
SUBJECT: Approval of Contract Award for
Concept, Feasibility and Mobility Study of the Northeast Connector Expressway
Extension
Project No. 599-215; Contract No. 001209

The Board approved on September 7, 2017, the final ranking and authorization to negotiate with firms for the Concept, Feasibility and Mobility Study of the Northeast Connector Expressway Extension Project. Negotiations with Volkert, Inc. have been completed. Board award of the contract to Volkert, Inc. is requested in the not-to-exceed amount of \$1,605,000.00.

This project is included in the Five-Year Work Plan

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



LEGEND	
	Existing CFX System
	Existing Florida's Turnpike System
	Existing Osceola Parkway
	County Lines
OCX Master Plan	
	Northeast Connector Expressway
	Osceola Parkway Extension
	Poinciana Parkway
	Southport Connector Expressway
	I-4 Connector

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
VOLKERT, INC.**

**CONCEPT, FEASIBILITY & MOBILITY STUDIES
OF THE NORTHEAST CONNECTOR EXPRESSWAY
EXTENSION**

CONTRACT NO. 001209, PROJECT NO. 599-215

**CONTRACT DATE: DECEMBER 14, 2017
CONTRACT AMOUNT: \$1,605,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

**CONCEPT, FEASIBILITY & MOBILITY STUDIES
OF THE NORTHEAST CONNECTOR EXPRESSWAY EXTENSION**

**PROJECT NO. 599-215
CONTRACT NO. 001209**

DECEMBER 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

THIS AGREEMENT, made and entered into this 14th day of December 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 Volkert, 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 2300 Maitland Center Parkway, Suite 122, Maitland, FL., 32751.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Concept, Feasibility and Mobility Study of the Northeast Connector Expressway Extension identified as Project No. 599-215 and Contract No. 001209.

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

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

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

4.0 PROJECT SCHEDULE

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

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

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

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

5.0 PROFESSIONAL STAFF

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

DRMP, Inc. (Class I) Geotechnical and Environmental Consultants, Inc. (Class II)
H. W. Lochner, Inc. (Class I) Franklin Surveying & Mapping, Inc. d/b/a KPM Franklin (Class I)
Osiris 9 Consulting, LLC. (Class I) Southeastern Archaeological Research, Inc. (Class 1)
WBQ Design & Engineering, Inc. (Class 1) and Survey (Class II)

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

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

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

6.0 SERVICES TO BE PROVIDED

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

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

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

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,605,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any

subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 2300 Maitland Center Parkway Suite 122, Maitland, FL., 32751.

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: Volkert, Inc.
2300 Maitland Center Parkway, Suite 122
Maitland, FL., 32751
Attn: James (Bo) Sanchez, P.E.

Volkert, Inc.
2300 Maitland Center Parkway, Suite 122
Maitland, FL., 32751
Attn: Ralph S. Bove, Jr

30.0 GOVERNING LAW AND VENUE

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

31.00 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 14, 2017.

VOLKERT, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

CONCEPT, FEASIBILITY & MOBILITY STUDY

OF

NORTHEAST CONNECTOR EXPRESSWAY EXTENSION

CONTRACT 001209

DECEMBER, 2017

SCOPE OF SERVICES

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**CONCEPT, FEASIBILITY AND MOBILITY STUDY
OF THE
NORTHEAST CONNECTOR EXPRESSWAY EXTENSION**

SCOPE OF SERVICES

1.0 OVERVIEW

The Central Florida Expressway Authority (CFX) requires the professional services of a qualified CONSULTANT to perform a comprehensive Concept, Feasibility and Mobility Study (Study) of the Northeast Connector Expressway Extension.

2.0 LOCATION

The general limits and description of the Northeast Connector Expressway Extension corridor is provided below. The CONSULTANT will be responsible for refining the corridor limits and defining the logical termini for the project.

The **Northeast Connector Expressway Extension** study corridor generally extends from US 192 on the south to the SR 408 East Extension / SR 520 Interchange area to the north and from the Econlockhatchee River on the west to SR 520 to the east. The study must be coordinated with the both the on-going Northeast Connector Expressway and Osceola Parkway Extension Concept, Feasibility and Mobility Studies being prepared by CFX to coordinate the termini and study limits. The Northeast Connector Expressway Extension will include an interchange with SR 528 (Beachline Expressway).

The study corridor is generally depicted on **Exhibit 1**.

3.0 PURPOSE

The purpose of this document is to describe the scope of work for the Study and the responsibilities of the CONSULTANT, CFX, CFX's general engineering consultant (GEC) and CFX's traffic and earnings (T&E) consultant.

4.0 OBJECTIVE

The Study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridor and the potential impacts associated with the various mobility alternatives. This analysis will also address economic and engineering feasibility, mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and existing intersection improvement. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&E Consultant will forecast the future transportation demands for the corridor (utilizing a design year of 2045). The CONSULTANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include, but are not necessarily constrained to, limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, operations, permitting and other project related costs. The GEC will be responsible for estimating the right-of-way acquisition costs based on input from the CONSULTANT.

The general objective of this Study is to provide documented information necessary for CFX to reach a decision on the viability of each mobility option.

5.0 Governing Regulations

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

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design
- Manual Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual and Handbooks
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000- 005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process

6.0 Project Management and Administration

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the Study reports.

6.1 Notice to Proceed Meeting

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

- Render all relevant information in its possession
- Establish any ground rules upon which the Study process will be conducted
- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the Study
- Explain the financial administration of the contract

6.2 Key Personnel

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

6.3 Project Schedule

The Study is expected to have a fifteen (15) month duration. Within ten (10) working days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform CFX of any substantial potential schedule modifications.

6.4 Correspondence

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

6.5 Quality Control

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

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for review and approval within ten (10) working days following the Notice to Proceed Meeting.

6.6 Project Management, Meetings and Coordination

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, 30 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

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

7.0 Public involvement

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as described in the following subsections. All public involvement tasks and activities will be coordinated with CFX's Public Affairs and Communications Department.

7.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within ten (10) business days following the Notice to Proceed Meeting. The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the Study process.

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

- Identification of stakeholders and interested parties,
- Field review of potential meeting sites,
- Preparation and distribution of meeting announcements and notices,
- Preparation of meeting notes.

7.2 Mailing List

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

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
 - Residents/property owners within the corridor
 - Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
 - Special interest groups

The CONSULTANT will incorporate the mailing lists received from any other overlapping or adjacent studies. The CONSULTANT will maintain the mailing list in a computer file which is

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

7.3 Public Meetings

The CONSULTANT shall be responsible for conducting four (4) public meetings, including a Public Kick-Off Meeting and a Public Information Meeting, one each in both Orange County and Osceola County. The Kick-Off Meeting will be held within 60 days of the Notice to Proceed. The Public Information Meeting will be scheduled to coincide with submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meetings will be conducted in an open house format, with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases.

The CONSULTANT will investigate potential meeting sites and pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

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

Within two (2) weeks after the public meeting, the CONSULTANT will prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

7.4 Board Meetings

The CONSULTANT shall be responsible for conducting two (2) presentations each to the Central Florida Expressway Authority, Orange County Board of County Commissioners and the Osceola County Board of County Commissioners. This is a total of six (6) presentations. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

7.5 Advisory Groups

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

Potential meeting milestones will include:

- a) Project Kick-Off
- b) Prior to Public Workshop
- c) Project Completion

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

7.6 Project Kick-Off Letter

Within 30 calendar days after the Notice to Proceed Meeting, the CONSULTANT will prepare and distribute a Project Kick-Off Letter to the following organizations: FDOT, METROPLAN ORLANDO, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies and any group or individual that has expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the Study, its purpose and objectives. Typical information shall include: Study team, project scope, project limits, schedule, and potential issues and concerns.

7.7 Unscheduled Project Meetings

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

7.8 Project Information Line/General Public Correspondence

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

7.9 Project Newsletters

The CONSULTANT shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to previous CFX work efforts. Distribution of the newsletters will coincide with key project milestones as follows:

- Project Kick-Off
- Public Meeting / Workshop
- Project Completion

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above. Distribution of the Newsletters may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

7.10 Project Webpage

The CONSULTANT shall provide information about the Study to CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to CFX three (3) times during the Study.

8.0 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the alternative mobility programs. The created data base of information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

8.1 Aerial Photography

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. Existing available aerial photography, provided by CFX, will be utilized and the digital aerial photography should be compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

8.2 Traffic Data

The GEC and/or T&E consultant will provide existing traffic data for the expressway system in the Study area. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

8.3 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- METROPLAN ORLANDO Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- Space Coast TPO
- LYNX System Plans
- Plans that discuss non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

8.4 Land Use and Development Plans

The CONSULTANT shall collect all adopted land use plans within and adjacent to the Study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Orange County, Osceola County (and the appropriate city staffs), East Central Florida Regional Planning Council and corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this Study.

8.5 Physical / Natural Environmental Information

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but is not limited to, the following:

- Roadways
- Socioeconomic Characteristics (schools, churches, community centers, etc.)
- Utilities
- Archaeological and Historical Resources
- Recreational
- Wildlife and habitat
- Farmlands
- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this Study

8.6 Interagency and Stakeholder Coordination

The CONSULTANT will be required to initiate and maintain coordination with the local governments, FDOT and corridor stakeholders to ensure the Study Team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

8.7 Study Area Base Maps

The CONSULTANT will prepare base maps for the Study corridor that will be used throughout

the Study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected lands uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any Study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

8.8 Confirm Corridor Limits

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

8.9 Data Collection Summary Technical Memorandum (Deliverable)

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any “fatal flaws” should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final Study document.

9.0 Establish Purpose and Need

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor’s transportation needs and shall be developed to meet the requirements of a potential future PD&E study.

The CONSULTANT will evaluate current and future year population, population densities, major employment centers and densities, traffic and truck forecasts, weekend and recreational traffic and other characteristics of the Study corridor. The evaluation will include a discussion of demographic shifts and emerging population, past and projected employment, and past and projected housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC.

10.0 Mobility Program Alternative

In this portion of the Study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the Study’s Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolloed Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

10.1 No-Build Alternative

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

10.2 Develop Alternative Mobility Programs

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- **Limited Access Tolled Expressway** - The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Exhibit 2. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right-of-way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- **Mass Transit Technology** – The CONSULTANT will identify a single or a range of potential mass transit technologies that could reasonably serve the projected mobility need. For each identified technology the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.
- **Intermodal Facilities** – The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable, however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the three alternative mobility programs to CFX and the GEC for review, comment, refinement and approval.

10.3 Evaluate and Refine Mobility Programs

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&E consultant to develop conceptual traffic and revenue forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need and estimate its financial viability.

- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right-of-way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element. Costs for annual operations and maintenance of each alternative will also be estimated.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC and the T&E consultant for review, comment and refinement.

10.4 Financial Viability Analysis

Using the potential mobility program project costs, the CONSULTANT will support the project Viability Assessment performed by the T&E consultant.

10.5 Concept, Feasibility and Mobility Study Report (Deliverable)

The CONSULTANT will document the alternative mobility program development and evaluation effort in the ***Concept, Feasibility and Mobility Study Report***. In general, the CONSULTANT will provide documentation for all of the major work efforts of the Study, including but not limited to the following:

- Data Collection / Existing Conditions (As documented in the Technical Memorandum)
- Corridor Confirmation (As documented in the Technical Memorandum)
- Purpose and Need (As previously approved)
- Alternative Mobility Program Development
- Alternatives Mobility Program Evaluation
- Viability Evaluation
- Conclusions and Recommendations

The GEC will provide a DRAFT outline to the CONSULTANT to help ensure the Report adequately addresses all pertinent aspects of the Study.

11.0 Deliverables

The CONSULTANT will provide the following documents / deliverables:

- Corridor Base Maps
- Public Involvement Plan
- Existing Conditions Technical Memorandum (Tech Memo) – Draft and Final
- Purpose and Need Statement – Draft and Final
- Typical Section Package – Draft and Final
- Concept, Feasibility and Mobility Study Report – Draft and Final
- Public Meeting / Workshop Summary – Draft and Final

Five (5) professionally bound copies and a PDF of each draft / final submittal will be required for all deliverables except the Final ***Concept, Feasibility and Mobility Study Report***, of which 20 professionally bound copies and a pdf will be required.

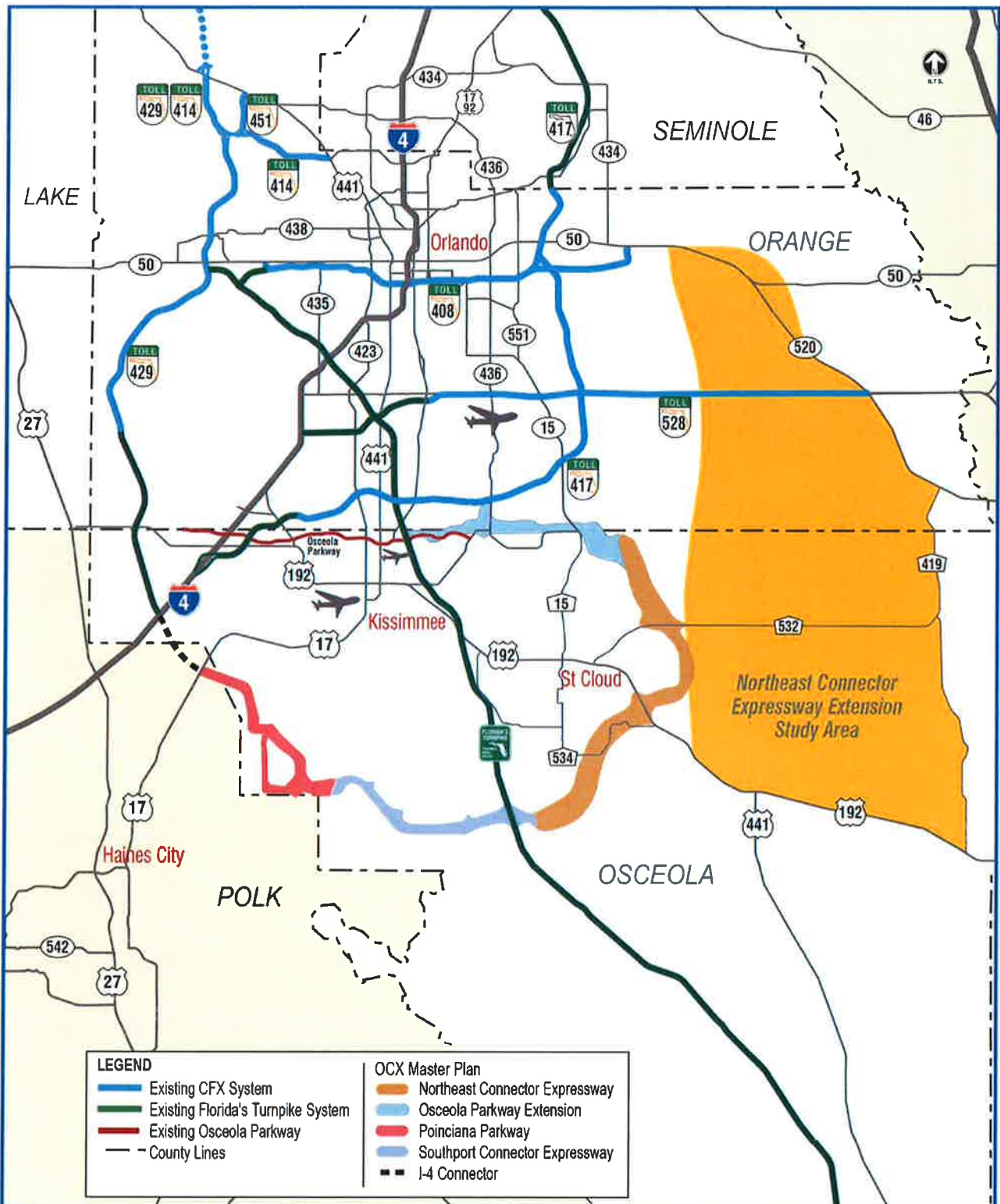


EXHIBIT 2

DESIGN CRITERIA

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

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

Design Element	Design Standard		Source
	Fill Height (ft)	Rate	
<u>Roadside Slopes</u> Front slope Front slope (curb & gutter) Back slope Back slope (curb & gutter)	0.0-5 5-10 10-20 > 20 All All	1:6 1:6 to CZ & 1:4 1:6 to CZ & 1:3 1:2 with guardrail <i>(Use 10-ft bench at half the height of fill)</i> 1:2 not flatter than 1:6 1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope 1:2 not flatter than 1:6	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy), <i>Use 1:3 slopes, avoid 1:2 slopes except where as necessary</i>
<u>Max. Grade / Max. Change in Grade</u> Freeway (Rural / Urban) Ramp Directional Loop Arterial Rural Urban Collector Frontage Road/Service Road Min. Grade Curb & Gutter	Max. Grade 3.0% 5.0% 7.0% 3.5% 6.0% 6.5% to 9.0% 8.0% 0.3%	* 0.20% / 0.40% 0.60% 1.00% 0.50% 0.70% - 0.70% -	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2 - FDOT PPM Vol. I, Tbl. 2.6.4
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph) 70 60 55 50 45 30	Distance (ft) 730 570 495 425 360 200	- FDOT PPM Vol. I, Tbl. 2.7.1
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph) 70 60 55 50 45 30	Distance (ft) 780-1445 610-1280 535-1135 465-1030 395-930 220-620	- AASHTO Exh. 3-3
<u>Horizontal Curve Length</u> Freeway Others <u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	V = Design Speed 30V (15V min.) 15V (400-ft min.) 3 30' 00" 5 15' 00" 6 30' 00" 8 15' 00" 8 15' 00" 8 15' 00" 8 15' 00" 24 45' 00"	- FDOT PPM Vol. I, Tbl. 2.8.2a - FDOT PPM Vol. I, Tbl. 2.8.3	

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

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	L = WS (DS = 45 mph) L = WS ² /60 (DS ≤ 40 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525,526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

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

Right-of-way


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

**Consent Agenda Item
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 22, 2017

RE: Approval of Contract Award for S.R. 408 Milling & Resurfacing from Ortman Drive to Westmoreland Drive to Preferred Materials, Inc.
Project No. 408-742B; Contract No. 001356

An Invitation to Bid for the referenced project was advertised on October 1, 2017. Responses to the Invitation were received from six (6) contractors by the November 8, 2017 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Preferred Materials, Inc.	\$3,787,806.15
Middlesex Corporation	\$3,973,458.84
Hubbard Construction Co.	\$4,022,089.71
Lane Construction Corp.	\$4,079,278.60
Ranger Construction Industries, Inc.	\$4,158,502.98
Masci General Contractor	\$4,373,327.18

The Engineer's Estimate for this project is \$4,157,562.15 and \$10,000,000.00 was approved in the Five-Year Work Plan.

The Engineer of Record for Project 408-742B has reviewed the low bid submitted by Preferred Materials, Inc., and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Preferred Materials, Inc. to be responsible and responsive to the bidding requirements. Award of the contract to Preferred Materials, Inc. in the amount of \$3,787,806.15 is recommended.

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


Reviewed by: 
Glenn Pressimone, PE
Director of Engineering

**Consent Agenda Item
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: November 27, 2017

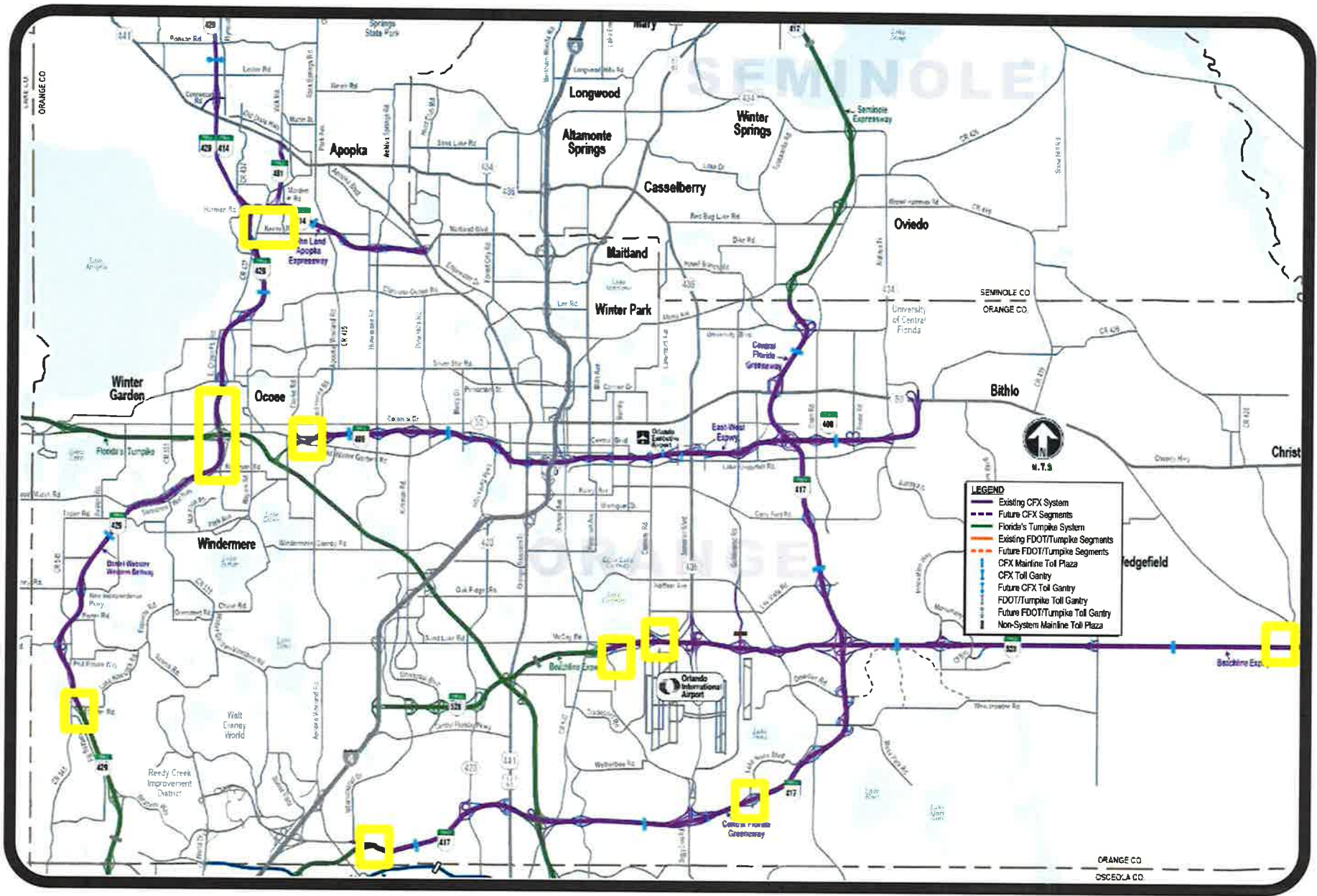
SUBJECT: Authorization to Advertise for Construction Bids
Miscellaneous Signage Improvements
Project 599-630, Contract No. 001370

Board authorization is requested to advertise for construction bids for Miscellaneous Signage Improvements. Included in this project are the addition of miscellaneous pedestrian signs, system trailblazers and E-PASS Toll Saver Signs.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering




Project Location Map for
Miscellaneous Signage Improvements (599-630)

**Consent Agenda Item
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar 
Chief Financial Officer

DATE: December 7, 2017

SUBJECT: Ratification of Action Taken to Approve the Twenty-Second Supplemental Revenue Bond Resolution

Board ratification is requested regarding the action taken at the November 9, 2017 CFX Board Meeting approving the Twenty-Second Supplemental Revenue Bond Resolution Authorizing the Issuance of Refunding Revenue Bonds, Series 2017 in one or more Series or Subseries.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Twenty-Second Supplemental Revenue Bond
Resolution Authorizing the Issuance of:

Refunding Revenue Bonds, Series 2017
in one or more Series or Subseries

Adopted on November 9, 2017

TWENTY-SECOND SUPPLEMENTAL REVENUE BOND RESOLUTION

THIS TWENTY-SECOND SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE MASTER BOND RESOLUTION OF THE AUTHORITY ADOPTED ON FEBRUARY 3, 2003, AS SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$410,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF REFUNDING REVENUE BONDS, SERIES 2017, IN ONE OR MORE SUBSERIES FOR THE PURPOSES OF ADVANCE REFUNDING ALL OR A PORTION OF THE AUTHORITY'S OUTSTANDING SERIES 2007A BONDS, SERIES 2010A BONDS, SERIES 2010B BONDS AND SERIES 2010C BONDS; PAYING CERTAIN COSTS OF ISSUANCE IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; DELEGATING AUTHORITY AND ESTABLISHING CRITERIA FOR DETERMINING THE DATE, INTEREST RATES, INTEREST PAYMENT DATES, PRINCIPAL AMOUNTS, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULES FOR SUCH BONDS; AUTHORIZING THE FINANCE COMMITTEE OR AN AUTHORIZED OFFICER OF THE AUTHORITY TO AWARD THE SALE OF SAID BONDS ON A NEGOTIATED BASIS AND APPROVING THE CONDITIONS AND CRITERIA OF SUCH SALE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE BOND PURCHASE AGREEMENTS WITH RESPECT TO THE SALE OF SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO APPROVE AND EXECUTE A FINAL OFFICIAL STATEMENT; APPROVING UNCERTIFICATED BOOK-ENTRY-ONLY REGISTRATION OF SUCH BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE ESCROW DEPOSIT AGREEMENTS; APPOINTING A TRUSTEE, PAYING AGENT, AND REGISTRAR; APPOINTING AN ESCROW AGENT AND A VERIFICATION AGENT; AUTHORIZING AND DELEGATING AUTHORITY TO SELECT THE PROVIDER OF A BOND INSURANCE POLICY AND A RESERVE ACCOUNT CREDIT FACILITY WITH

RESPECT TO SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 3, 2003, the Authority, formerly known as the Orlando-Orange County Expressway Authority, adopted that certain Master Bond Resolution Authorizing Central Florida Expressway Authority Revenue Bonds, as amended and supplemented from time to time (the "Master Bond Resolution"); and

WHEREAS, pursuant to the terms of the Master Bond Resolution as supplemented by that certain Sixth Supplemental Revenue Bond Resolution of the Authority adopted on October 25, 2006 (the "Sixth Supplemental Resolution"), and by that certain Seventh Supplemental Revenue Bond Resolution of the Authority adopted on May 23, 2007 (the "Seventh Supplemental Resolution"), the Authority previously issued its Revenue Bonds, Series 2007 in an aggregate principal amount of \$425,000,000 (the "Series 2007 Bonds"); and

WHEREAS, pursuant to the terms of the Master Bond Resolution as supplemented by the Tenth Supplemental Revenue Bond Resolution of the Authority adopted on February 24, 2010 (the "Tenth Supplemental Resolution"), the Authority previously issued the Central Florida Expressway Authority Revenue Bonds, Series 2010A in an aggregate principal amount of \$334,565,000 (the "Series 2010A Bonds"); and

WHEREAS, pursuant to the terms of the Master Bond Resolution as supplemented by the Eleventh Supplemental Revenue Bond Resolution of the Authority adopted on May 27, 2010 (the "Eleventh Supplemental Resolution"), the Authority previously issued the Central Florida Expressway Authority Refunding Revenue Bonds, Series 2010B in an aggregate principal amount of \$201,125,000 (the "Series 2010B Bonds"); and

WHEREAS, pursuant to the terms of the Master Bond Resolution as supplemented by the Twelfth Supplemental Revenue Bond Resolution of the Authority adopted on July 28, 2010 (the "Twelfth Supplemental Resolution"), the Authority previously issued the Central Florida Expressway Authority Revenue Bonds, Series 2010C in an aggregate principal amount of \$283,610,000 (the "Series 2010C Bonds"); and

WHEREAS, the Authority desires to supplement the Master Bond Resolution to authorize the issuance of its Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017 (the "Series 2017 Bonds") in one or more subseries as a Series of Bonds under the Master Bond Resolution, the proceeds of which will be used to: (a) advance refund all or a portion of one or more of: (i) the Authority's Outstanding Series 2007 Bonds,

(ii) the Authority's Outstanding Series 2010A Bonds, (iii) the Authority's Outstanding Series 2010B Bonds, and (iii) the Authority's Outstanding Series 2010C Bonds, (collectively, the "Refunded Bonds"), and (b) pay certain costs in connection with the issuance of the Series 2017 Bonds, including without limitation any applicable premiums for a Bond Insurance Policy for the Series 2017 Bonds and the 2017 Reserve Account Credit Facility; and

WHEREAS, the Authority anticipates receiving a favorable offer to purchase the Series 2017 Bonds from a member of its underwriting team, acting for itself and as the representative of underwriters to be described in a Bond Purchase Agreement, the form of which will be in substantially the same form as the Bond Purchase Agreement executed by the Authority in connection with the issuance of its Refunding Revenue Bonds, Series 2016B ("Series 2016B Bonds") and on file with the Authority, together with appropriate modifications to reflect regulatory changes regarding the issue price of the Series 2017 Bonds; and

WHEREAS, the Authority desires to approve the form of a draft Preliminary Official Statement regarding the Series 2017 Bonds, the form of which will be in substantially the same form as the Preliminary Official Statement used by the Authority in connection with the issuance of its Series 2016B Bonds and on file with the Authority (the "Preliminary Official Statement"), and to authorize the use of the Preliminary Official Statement and a final Official Statement with respect to the offering and sale of the Series 2017 Bonds; and

WHEREAS, the Authority desires to approve the form and authorize the execution and delivery of a Continuing Disclosure Agreement with respect to the Series 2017 Bonds pursuant to Securities Exchange Commission Rule 15c2-12, the form of which will be in substantially the same form as the Continuing Disclosure Agreement executed by the Authority in connection with the issuance of its Series 2016B Bonds and on file with the Authority; and

WHEREAS, the Authority desires to approve the form of and the execution and delivery of a Trustee, Paying Agent and Registrar Agreement the form of which will be in substantially the same form as the Trustee, Paying Agent and Registrar Agreement executed by the Authority in connection with the issuance of its Series 2016B Bonds and on file with the Authority; and

WHEREAS, the Authority desires to approve the form of and the execution and delivery of one or more Escrow Deposit Agreements, the form of which will be in substantially the same form as the Escrow Deposit Agreement executed by the Authority in connection with the issuance of its Series 2016B Bonds and on file with the Authority; and

WHEREAS, the Authority further desires to set forth certain terms and provisions for the Series 2017 Bonds and to provide certain further matters related to the authorization, sale, issuance and delivery of the Series 2017 Bonds and other matters related thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

ARTICLE I

AUTHORITY AND DEFINITIONS

SECTION 1.01. Authority for this Resolution. This Resolution is adopted and implemented pursuant to the Central Florida Expressway Authority Act, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the “Act”) and the Master Bond Resolution.

SECTION 1.02. Definitions. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in Section 1.2 of the Master Bond Resolution. As used herein, the following terms shall have the meanings set forth below:

A. **“Bond Counsel’s Opinion”** means a written opinion of an attorney or firm of attorneys selected by the Authority, which is of nationally recognized standing in the field of law relating to municipal bonds and the exclusion from gross income for federal income tax purposes of interest on municipal bonds.

B. **“Bond Insurance Policy”** means, if obtained with respect to all or a portion of the Series 2017 Bonds pursuant to the terms of this Resolution, the municipal bond insurance policy issued by the 2017 Bond Insurer insuring the payment when due of the principal of and interest on all or a portion of the Series 2017 Bonds.

C. **“Bond Purchase Agreement”** means the Bond Purchase Agreement to be entered into between the Authority and the Purchaser with respect to the Series 2017 Bonds. If more than one subseries of Series 2017 Bonds is issued and such subseries are issued on multiple sale dates, then the term “Bond Purchase Agreement” shall include one or more Bond Purchase Agreements corresponding to such subseries.

D. **“Finance Committee”** means the Finance Committee of the Authority.

E. **“Financial Advisor”** means PFM Financial Advisors, LLC.

F. **“Maturity Date”** means the final maturity date of the Series 2017 Bonds which shall be the date specified in Section 4.01 hereof.

G. **“Purchaser”** means, collectively, the member of the underwriting team designated as the lead underwriter, as identified in the Bond Purchase Agreement, for itself and as the representative of the other underwriters identified in the Bond Purchase Agreement.

H. **“Repository”** shall have the meaning set forth in the Continuing Disclosure Agreement.

I. **“Refunded Bonds”** shall have the meaning set forth in the recitals hereto.

J. **“Secretary”** means the Secretary or any Assistant Secretary of the Authority.

K. **“Series 2017 Bonds”** means the Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017, in one or more subseries, which are authorized pursuant to this Resolution.

L. **“2017 Bond Insurer”** means, if designated with respect to the Series 2017 Bonds pursuant to the terms of this Resolution, the issuer of the Bond Insurance Policy for the Series 2017 Bonds identified in the final Official Statement for the Series 2017 Bonds, if any.

M. **“2017 Cost of Issuance Account”** means the subaccount described in Section 8.01 hereof.

N. **“2017 Reserve Account Credit Facility”** shall mean the reserve subaccount insurance policy issued by the 2017 Reserve Facility Provider, if any.

O. **“2017 Reserve Facility Provider”** means, if designated with respect to the Series 2017 Bonds pursuant to the terms of this Resolution, the issuer of the 2017 Reserve Account Credit Facility identified in the final Official Statement for the Series 2017 Bonds, if any.

P. **“2017 Reserve Subaccount”** means the subaccount described in Section 8.02 hereof.

ARTICLE II

FINDINGS

SECTION 2.01. Findings. The Authority hereby finds, determines and declares as follows:

- A. This Resolution supplements the Master Bond Resolution.
- B. The Authority owns, operates and derives revenues from the Expressway System and has previously financed or refinanced certain improvements to the Expressway System with the proceeds of the Refunded Bonds.
- C. It is necessary, desirable, convenient and in the best interest of the Authority that all or a portion of the Refunded Bonds be refinanced as contemplated in this Resolution. The Authority is authorized to issue the Series 2017 Bonds in one or more subseries for the valid public purposes set forth in this Resolution.
- D. The Series 2017 Bonds shall not be issued unless the requirements of the Master Bond Resolution for the issuance thereof as “Bonds” are satisfied on or prior to the issuance thereof. Upon the issuance thereof, the Series 2017 Bonds shall constitute Bonds under the Master Bond Resolution entitled to all the security and benefits thereof.
- E. Because of the characteristics of the Series 2017 Bonds, the current and potential volatility of the market for municipal obligations such as the Series 2017 Bonds, it is in the best interest of the Authority, upon the satisfaction of the terms and conditions set forth herein, to sell the Series 2017 Bonds by delegated negotiated sale, allowing the Authority to enter the market at the most advantageous time, rather than at a

specified advertised date, thereby permitting the Authority to obtain the best possible price and interest rate for the Series 2017 Bonds.

F. The Authority anticipates receiving a favorable offer to purchase the Series 2017 Bonds from a member of its underwriting team for itself and as the representative of the underwriters described in the Bond Purchase Agreement within the parameters set forth in Section 4.01 hereof.

G. Prior to the sale of the Series 2017 Bonds, the Purchaser will provide the Authority with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and the Bond Purchase Agreement will include a truth-in-bonding statement in accordance with Section 218.385, Florida Statutes.

ARTICLE III

CONTRACTUAL OBLIGATION

In consideration of the acceptance of the Series 2017 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Master Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Authority and the registered Holders of the Series 2017 Bonds. The covenants and agreements set forth herein and in the Master Bond Resolution to be performed by the Authority shall be for the equal benefit, protection and security of the registered Holders of the Series 2017 Bonds, and the Series 2017 Bonds shall be of equal rank with the Outstanding Bonds, or any Parity Bonds hereafter issued and Qualified Swap Payments related to any Bonds issued under the Master Bond Resolution, without preference, priority or distinction over any other thereof. All applicable covenants contained in the Master Bond Resolution shall be fully applicable to the Series 2017 Bonds as if originally issued thereunder, except as otherwise specifically provided herein.

ARTICLE IV

AUTHORIZATION AND ISSUANCE OF SERIES 2017 BONDS

SECTION 4.01. Authorization of Issuance and General Description of Series 2017 Bonds.

A. Subject and pursuant to the provisions hereof and of the Master Bond Resolution, the Series 2017 Bonds to be known as the "Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017" are hereby authorized to be issued in one or more subseries in the aggregate principal amount of not to exceed \$410,000,000, or such lesser amount as may be approved by the Chairman, Vice Chairman or Authorized Officer of the Authority for the purposes of: (a) advance refunding the Refunded Bonds, and (b) paying the costs of issuance of the Series 2017 Bonds, including, but not limited to, premiums for the Bond Insurance Policy for the Series 2017 Bonds and the 2017 Reserve Account Credit Facility. The refunding of the Refunding Bonds shall be subject to the requirement that the present value savings from the issuance of the Series 2017 Bonds is (i) equal to or greater than five percent (5%) of the par amount of each of the

Series 2007A Bonds, Series 2010A Bonds and Series 2010C Bonds, respectfully, to be advance refunded, and (ii) greater than three percent (3%) of the par amount of the Series 2010B Bonds to be advanced refunded. The final maturity of the Series 2017 Bonds shall not be later than July 1, 2042.

B. The Series 2017 Bonds shall be issued as Fixed Rate Bonds and may be issued as serial bonds and/or Term Bonds (or any combination thereof) and may be issued in one or more subseries, as shall be determined by the Chairman, Vice Chairman or Authorized Officer of the Authority based upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to be the most cost effective to the Authority given the then current market conditions for the issuance of the Series 2017 Bonds. The title of the Series 2017 Bonds may be modified by the Chairman, Vice Chairman or Authorized Officer of the Authority to accurately reflect the structure and specific terms of the Series 2017 Bonds to be issued, as provided in the Bond Purchase Agreement and the Official Statement related to the Series 2017 Bonds.

C. The Authority hereby delegates to the Chairman, Vice Chairman or Authorized Officer of the Authority the authority to make such determinations, provided that each of the parameters set forth in this Resolution are satisfied to the extent that such parameters apply to the Series 2017 Bonds to be issued. The Chairman, Vice Chairman or Authorized Officer of the Authority may rely on the certification of the Financial Advisor and/or an Authorized Officer of the Authority regarding compliance with the above-referenced parameters.

D. Notwithstanding anything contained herein to the contrary, the Series 2017 Bonds shall not be issued until the Authority has complied with the requirements for the issuance thereof as Bonds under the Master Bond Resolution. The Chairman, Vice Chairman or Authorized Officer of the Authority may rely upon the opinion of its counsel as to any such legal requirements, and a certification of its Financial Advisor in determining whether any financial delegation parameters set forth herein are satisfied.

E. All or a portion of the Series 2017 Bonds may be secured by a Bond Insurance Policy issued by the 2017 Bond Insurer, if any, and the Debt Service Reserve Requirement for the Series 2017 Bonds shall be satisfied by deposit into the 2017 Reserve Subaccount referenced in Section 8.02 hereof of: (i) available funds, including without limitation, proceeds of the Series 2017 Bonds, (ii) the 2017 Reserve Account Credit Facility issued by the 2017 Reserve Facility Provider, or (iii) a combination of (i) and (ii). The decision whether to obtain a Bond Insurance Policy for all or a portion of the Series 2017 Bonds or the 2017 Reserve Account Credit Facility shall be made by the Chairman, Vice Chairman or Authorized Officer of the Authority based upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to be the most cost effective to the Authority given the then current market conditions for the issuance of the Series 2017 Bonds.

F. The Series 2017 Bonds shall be dated the date of their original issuance and delivery, and shall mature on the Maturity Date, subject to prior redemption as provided in Sections 4.10 and 4.11 hereof.

SECTION 4.02. Denominations, Numbers, Letters. The Series 2017 Bonds shall be issued solely in the form of fully registered bonds in the denomination of \$5,000. The Bonds of each Series of the Series 2017 Bonds shall be numbered consecutively from 1 upward with the letter "R" and the series designation prefixed to the number. The Series 2017 Bonds may be issued in subseries bearing different CUSIP numbers and may bear such additional designations, if any, as may be set forth in the Bond Purchase Agreement and the Official Statement.

SECTION 4.03. Place of Payment; Trustee, Paying Agent and Registrar.

A. The principal of, premium, if any, and interest on the Series 2017 Bonds shall be payable upon presentation and surrender at the corporate trust operations office in Pittsburgh, Pennsylvania of Wells Fargo Bank, N.A. or its successors or assigns, at the option of the owner, and such banking institution is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2017 Bonds. The principal and redemption price of each Series 2017 Bond shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Master Bond Resolution. Interest on the Series 2017 Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered Holders of the Series 2017 Bonds at the addresses as they appear on the registration books maintained by the Trustee, as Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2017 Bonds subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the Holders in whose names such Series 2017 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holders of such Series 2017 Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the Holders in whose names the Series 2017 Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

B. If the date for payment of the principal of, premium, if any, or interest on the Series 2017 Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day shall have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

C. Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered Holder of \$1,000,000 or more in principal amount of Series 2017 Bonds may provide for payment of principal, redemption price and interest with respect to such Series 2017 Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, to the Trustee or Paying Agent with the presentation or surrender of the Series 2017 Bonds to be paid, and (ii) in the case of interest, to the Trustee, as Registrar, at least fifteen (15) Business Days prior to the applicable Record Date,

specifying the account number, address and other relevant information as may be reasonably required by the Trustee or Paying Agent. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice. Each payment of interest, principal and premium, whether by check or by wire transfer shall include or be accompanied with a statement of the CUSIP number and amount of the payment pertaining to each CUSIP number (if more than one CUSIP number).

SECTION 4.04. Registration and Exchange.

A. The registration of any Series 2017 Bond may be transferred upon the registration books as provided in the Master Bond Resolution. So long as the Series 2017 Bonds are issued solely in fully registered form and notwithstanding anything contained in the Master Bond Resolution to the contrary, the provisions of the Master Bond Resolution with respect to the interchangeability of registered bonds for coupon bonds shall not be applicable to the Series 2017 Bonds. In all cases of a transfer of a Series 2017 Bond, the Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Series 2017 Bond or Bonds of the same Series, maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. The Authority and the Registrar may charge the registered owner for the registration of every transfer or exchange of a Series 2017 Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Authority) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2017 Bond shall be delivered.

B. The Authority and the Trustee, Paying Agent and Registrar may deem and treat the registered Holder of any Series 2017 Bond as the absolute Holder of such Series 2017 Bond for the purpose of receiving payment of the principal thereof and the interest and premiums, if any, thereon. Subject to the provisions of Section 4.04(A) above, a Series 2017 Bond may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2017 Bonds, of other authorized denominations of the same Series and maturity.

SECTION 4.05. Terms of Series 2017 Bonds. The Series 2017 Bonds shall be dated the date of delivery thereof (or such earlier date as the Finance Committee or an Authorized Officer of the Authority shall determine), shall bear interest payable from such date, payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2018 (or such other date as the Finance Committee or an Authorized Officer of the Authority shall approve) at the rates and shall mature and be subject to optional and mandatory redemption substantially in accordance with the maturity and redemption schedules and terms set forth or incorporated by reference in the Bond Purchase Agreement, as such rates, maturity schedules and redemption schedules and terms may be approved by the Chairman, Vice Chairman or Authorized Officer of the Authority based upon the advice of the Financial Advisor, provided that the requirements set forth in Section 4.01 hereof have been satisfied.

SECTION 4.06. Source of Payment. The Series 2017 Bonds shall be "Bonds" as such term is used in the Master Bond Resolution. The scheduled payment of principal of, interest on and redemption premium, if any, with respect to the Series 2017 Bonds and all other payments required pursuant to the terms of the Master Bond Resolution and the terms hereof will be payable solely from the System Pledged Revenues, on a parity with any Bonds issued under the Master Bond Resolution whether currently Outstanding or hereinafter issued and any Qualified Swap Payments related to such Bonds, if any. THE PAYMENT THEREOF WILL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, BREVARD COUNTY, FLORIDA ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY") OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2017 BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY OR THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2017 BONDS OR ANY PREMIUM OR INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2017 BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST OR PREMIUM DUE THEREON, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2017 BONDS EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE RESOLUTION. No recourse shall be had for the payment of the principal of or premium or interest on the Series 2017 Bonds or for any claim based thereon or on the Master Bond Resolution or this Resolution or otherwise with respect thereto or hereto against any board member, officer or employee of the Authority or any person executing the Series 2017 Bonds and nothing in the Series 2017 Bonds, the Master Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of the Authority or the County or person executing the Series 2017 Bonds.

SECTION 4.07. Application of Proceeds of Series 2017 Bonds. The proceeds of the Series 2017 Bonds shall be applied simultaneously with the delivery of such Bonds for the purposes described in this Resolution and pursuant to a certificate of an Authorized

Officer of the Authority or a closing memorandum executed in connection with the issuance and delivery of the Series 2017 Bonds.

SECTION 4.08. Form of Series 2017 Bonds. Subject to the provisions of the Master Bond Resolution, the Series 2017 Bonds and the Registrar's certificate of authentication with respect thereto shall be in substantially the following forms, with such insertions or omissions, endorsements and variations as may be permitted by the Master Bond Resolution and the Act, including changes as shall be necessary to reflect differences between the Series 2017 Bonds, and approved by the Chairman or Vice Chairman of the Authority, execution and delivery of the Series 2017 Bonds to be conclusive evidence of such approval.

[Form of Bond]

No. R 2017 - ___

\$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REFUNDING REVENUE BONDS, SERIES 2017

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
%	1, 20	, 201	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Central Florida Expressway Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the sources hereinafter described, the Principal Amount identified above, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts upon presentation and surrender hereof at the corporate trust operations office in Pittsburgh, Pennsylvania of Wells Fargo Bank, N. A., or its successors or assigns, as Trustee, Paying Agent and Registrar (hereinafter referred to as the "Registrar" or the "Trustee"), and to pay, solely from such sources, interest on the Principal Amount from the Original Dated Date identified above, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, until payment of the outstanding Principal Amount hereof, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually on the first day of January and the first day of July of each year, commencing on July 1, 2018. Except as otherwise provided in the Resolution (as defined below), interest will be paid by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Authority maintained by the Registrar at the close of business on the fifteenth (15th) day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U. S. Mail, postage prepaid, by the Trustee to the Registered Owners of Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

This Bond is one of a duly authorized issue of Bonds designated "Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017" (this "Bond" or the "Series 2017 Bonds") issued by the Authority under authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended, and under and pursuant to an Amended and Restated Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Twenty-Second Supplemental Revenue Bond Resolution adopted by the Authority on November 9, 2017 (collectively, the "Resolution"). Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Resolution. As provided in the Resolution, this Bond and the interest and premium, if any, hereon are payable solely from and secured by a pledge of the System Pledged Revenues of the Expressway System (each as defined in the Resolution) owned and operated by the Authority, upon deposit of such System Pledged Revenues into the System General Revenue Fund established by the Resolution, and other funds held or set aside under the Resolution (excluding the Rebate Fund). Such pledge is on parity with Bonds issued from time to time under the Resolution (whether currently Outstanding or hereafter issued), and any Qualified Swap Payments related to such Bonds. No Supplemental Payments are pledged to secure the repayment of the Series 2017 Bonds. Reference is hereby made to the Resolution for the provisions, among others, relating to the terms of, lien on and security for the Series 2017 Bonds, the custody and application of the proceeds of the Series 2017 Bonds, the rights and remedies of the registered owners of the Series 2017 Bonds, the extent of and limitations on the Authority's rights, duties and obligations, the provisions permitting the issuance of additional Bonds, the provisions pursuant to which the 2017 Bond Insurer is given the sole right to exercise certain rights of the Holders of Series 2017 Bonds insured by such 2010B Bond Insurer, and the provisions permitting amendments to the Resolution with and without consent of the Holders of the Series 2017 Bonds, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Bond. Copies of the Resolution are on file and available at the principal office of the Registrar.

THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, BREVARD COUNTY, FLORIDA ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY, OR THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES

2017 BONDS OR ANY PREMIUM OR INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF THIS BOND OR ANY INTEREST OR PREMIUM DUE HEREON, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THIS BOND EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE RESOLUTION. No recourse shall be had for the payment of the principal of or interest on the Series 2017 Bonds or for any claim based thereon or on the Resolution or otherwise with respect thereto against any member, officer or employee of the Authority or any person executing the Series 2017 Bonds and nothing in the Series 2017 Bonds or the Resolution shall create or give rise to any personal liability of any such member, officer or employee of the Authority or person executing the Series 2017 Bonds.

The Series 2017 Bonds are being issued for the purpose of (a) advance refunding the Refunded Bonds, and (b) paying the costs of issuance of the Series 2017 Bonds, including, without limitation, premiums for the Bond Insurance Policy, if any, and the 2017 Reserve Account Credit Facility, if any.

As provided in the Resolution, additional Bonds may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as provided in the Resolution. The aggregate principal amount of Bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds issued and to be issued under the Resolution (including any Qualified Swap Payments related thereto) will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

The Series 2017 Bonds maturing on _____, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption, on _____ 1 in the following years and in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
20__	\$ _____
20__	_____
20__	_____
20__	_____
20__ (maturity)	_____

The Series 2017 Bonds maturing before _____, 20__ are not subject to optional redemption prior to maturity. The Series 2017 Bonds maturing on and after _____ 1, 20__ are subject to redemption prior to their maturity at the option of the Authority upon published notice as hereinafter provided, as a whole or in part at any time, on and after _____ 1, 20__, at the respective redemption prices (expressed as percentages of the principal amount of the Series 2017 Bonds or portions thereof to be redeemed) set forth below, together with accrued interest to the redemption date:

Period During which Redeemed (both dates inclusive)	Redemption Price
--	---------------------

Notwithstanding anything in the Resolution to the contrary, at any time the Series 2017 Bonds are subject to optional redemption pursuant to the Resolution, all or a portion of the Series 2017 Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Trustee at the direction of the Authority on the date which would be the redemption date if such Series 2017 Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2017 Bonds on the redemption date for the account of and at the direction of the Authority who shall give the Trustee notice at least ten (10) days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2017 Bonds. In the event the Trustee is so directed to purchase Series 2017 Bonds in lieu of optional redemption, no notice to the Registered Owners of Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2017 Bonds if such Series 2017 Bonds had been redeemed rather than purchased. Each Series 2017 Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Authority. Series 2017 Bonds to be purchased hereunder which are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

If less than all of the Series 2017 Bonds are to be redeemed or purchased in lieu thereof, the maturities and principal amounts of each such maturity to be redeemed or purchased shall be selected by the Authority, and in the event less than all of the Series 2017 Bonds of an entire maturity are redeemed or purchased, the Series 2017 Bonds of such maturity or a series thereof shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2017 Bond of a denomination of more than \$5,000 to be redeemed or purchased shall be in the principal amount of \$5,000 or any integral multiple thereof, and that in selecting portions of such Series 2017 Bonds for redemption or purchase, the Trustee

shall treat each such Series 2017 Bond as representing that number of Series 2017 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2017 Bond to be redeemed or purchased in part by \$5,000.

The Series 2017 Bonds are payable upon redemption at the above-mentioned offices of the Registrar. Notice of optional redemption shall be published not less than twenty (20) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. The Series 2017 Bonds or portions thereof specified in said notice to be optionally redeemed shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2017 Bonds to be optionally redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2017 Bonds shall cease to accrue and become payable to the registered owners entitled to payment thereof. No redemption notice shall be required with respect to the Series 2017 Bonds that are subject to mandatory redemption.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a day which is not a Business Day pursuant to the Resolution, then the date for such payment shall be the next succeeding Business Day and payment on such succeeding Business Day shall have the same force and effect as if made on the nominal date of payment.

This Bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Registrar by the Registered Owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered Bond or Bonds, of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed, provided that neither the Authority nor the Registrar is required to exchange or transfer this Bond for a period of twenty (20) days next preceding any selection of Series 2017 Bonds to be redeemed and thereafter until after the first publication or mailing of any notice of redemption, and, in addition, for a period of twenty (20) days preceding an interest payment date. The Authority, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and the interest due hereon and for all other purposes. The Series 2017 Bonds are issuable in the form of fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000.

By purchasing and accepting delivery of the Series 2017 Bonds, the holders of the Series 2017 Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement

in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in connection with the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication endorsed hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman (or Vice Chairman) of the Central Florida Expressway Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Secretary (or Assistant Secretary).

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

(SEAL)

By: _____
its _____

ATTESTED AND COUNTERSIGNED:

By: _____
its [Assistant] Secretary

**REGISTRAR'S CERTIFICATION
OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Wells Fargo Bank, N.A., AS REGISTRAR

By _____
Authorized Signature

Date of Authentication: _____, 20__.

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME, SOCIAL SECURITY NUMBER. OR
OTHER IDENTIFY NUMBER OF ASSIGNEE
AND ADDRESS INCLUDING ZIP CODE OF ASSIGNEE)

the within Bond of the Central Florida Expressway Authority and hereby irrevocably constitutes and appoints

_____ attorney to transfer the said Bond on the Books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

[BOND INSURANCE CAPTION]

Signature guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security Number or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants in the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____
under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

[End of Bond Form]

SECTION 4.09. Book-Entry Only System.

A. The Series 2017 Bonds when initially issued shall be registered in the name of Cede & Co., or such other name as may be requested by an authorized representative of the Depository Trust Company (“DTC”), as nominee of DTC, in the form of a single fully registered Bond for each maturity of the Series 2017 Bonds. DTC is hereby appointed initial securities depository for the Series 2017 Bonds, subject to the provisions of subsection (B) of this Section. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2017 Bonds, individual purchases of beneficial ownership interests in such Series 2017 Bonds may be made only in book form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2017 Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2017 Bonds, payments of principal and the redemption price of and premium (if any) and interest on such Series 2017 Bonds will be made by wire transfer to DTC or its nominee, or otherwise pursuant to DTC’s rules and procedures as may be agreed upon by the Authority, the Paying Agent and DTC. Transfers of principal, the redemption price and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2017 Bonds by DTC participants will be the responsibility of such participants, indirect participants and other nominees of such beneficial owners. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2017 Bonds, the Authority shall send, or cause the Paying Agent to send, or take timely action to permit the Paying Agent to send to DTC notice of redemption of such Series 2017 Bonds and any other notice required to be given to Bondholders of Series 2017 Bonds pursuant to the Resolution, as supplemented herein, in the manner and at the times prescribed by the Resolution, as supplemented herein, or otherwise pursuant to DTC’s rules and procedures or as may be agreed upon by the Authority, the Paying Agent (if applicable) and DTC.

Neither the Authority nor any fiduciary shall have any responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (i) sending transaction statements; (ii) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant, indirect participant or other nominees of such beneficial owners; (iii) payment or the timeliness of payment by DTC to any DTC participant, indirect participant or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owner of any amount due in respect of the principal or the redemption price of or interest on Series 2017 Bonds; (iv) delivery or timely delivery by DTC to any DTC participant or indirect participant, or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owners of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution, as supplemented herein to be given to Bondholders of Series 2017 Bonds; (v) the selection of the beneficial owners to receive payment in the event of any partial redemption of Series 2017 Bonds; or (vi) any action taken by DTC or its nominee as the Bondholder of the Series 2017 Bonds.

Notwithstanding any other provisions of the Master Bond Resolution to the contrary, the Authority, the Paying Agent and each other fiduciary shall be entitled to treat and consider the Holder in whose name each Series 2017 Bond is registered in the registration books of as the absolute Holder of such Series 2017 Bond for the purpose of payment of principal or the redemption price of and premium (if any) and interest on such Series 2017 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2017 Bond, for the purpose of registering transfers with respect to such Series 2017 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal and the redemption price of and premium (if any) and interest on the Series 2017 Bonds only to or upon the order of the respective Holders, as shown on the registration books as provided in the Master Bond Resolution, as supplemented by this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal or the redemption price of and premium (if any) and interest on the Series 2017 Bonds to the extent of the sum or sums so paid.

Notwithstanding any other provisions of the Master Bond Resolution, as supplemented by this Resolution, so long as any Series 2017 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or the redemption price of and interest on such Series 2017 Bond and all notices with respect to such Series 2017 Bond shall be made and given, respectively, pursuant to DTC rules and procedures.

Payments by the DTC participants to beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Paying Agent or the Authority, subject to any statutory and regulatory requirements as may be in effect from time to time.

Provisions similar to those contained in this subsection (A) may be made by the Authority in connection with the appointment by the Authority of a substitute securities depository, or in the event of a successor to any securities depository.

B. The Authority shall issue Series 2017 Bond certificates (the "Replacement Bonds") directly to the beneficial owners of the Series 2017 Bonds, or their nominees, in the event that DTC determines to discontinue providing its services as securities depository with respect to such Series 2017 Bonds, at any time by giving notice to the Authority, and the Authority fails to appoint another qualified securities depository to replace DTC. In addition, the Authority shall issue Replacement Bonds directly to the beneficial owners of the Series 2017 Bonds, or their nominees, in the event the Authority discontinues use of DTC as securities depository at any time upon determination by the Authority, in its sole discretion and without the consent of any other person, that beneficial owners of the Series 2017 Bonds shall be able to obtain certificated Series 2017 Bonds.

C. In connection with any notice of redemption provided in accordance with the Master Bond Resolution, as supplemented by this Resolution, notice of such redemption shall also be sent by the Paying Agent by first class mail, overnight delivery

service or other secure overnight means, postage prepaid, to any Rating Agency then maintaining a rating with respect to the Series 2017 Bonds and to the Repository, in accordance with applicable rules and regulations then in effect, in each case not later than the mailing of notice required herein.

SECTION 4.10. Redemption Prices and Terms: Purchase in Lieu of Redemption.

A. Optional Redemption. The Series 2017 Bonds shall be subject to such optional redemption provisions as shall be subsequently provided in the final Official Statement approved by the Chairman or the Vice Chairman pursuant to the authority provided herein.

B. Mandatory Redemption. The Series 2017 Bonds shall also be subject to mandatory redemption to satisfy sinking fund installments as shall be provided in the final Official Statement approved by the Chairman or Vice Chairman pursuant to the authority and guidelines described herein.

C. Purchase in Lieu of Optional Redemption. Notwithstanding anything in this Resolution to the contrary, at any time the Series 2017 Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Series 2017 Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Trustee at the direction of the Authority on the date which would be the redemption date if such Series 2017 Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2017 Bonds on the redemption date for the account of and at the direction of the Authority who shall give the Trustee notice at least ten (10) days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2017 Bonds. In the event the Trustee is so directed to purchase Series 2017 Bonds in lieu of optional redemption, no notice to the Registered Owners of Series 2017 Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2017 Bonds if such Series 2017 Bonds had been redeemed rather than purchased. Each Series 2017 Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Authority. Series 2017 Bonds to be purchased under this Section 4.10.C. which are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

D. Selection of Bonds to be Redeemed or Purchased. If less than all of the Series 2017 Bonds are to be redeemed or purchased in lieu thereof, the maturities and principal amounts of each such maturity to be redeemed or purchased shall be selected by the Authority, and in the event less than all of the Series 2017 Bonds of an entire maturity or a series thereof are redeemed or purchased, the Series 2017 Bonds of such maturity shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2017 Bond of

a denomination of more than \$5,000 to be redeemed or purchased shall be in the principal amount of \$5,000 or any integral multiple of \$5,000 in excess thereof, and in selecting portions of such Series 2017 Bonds for redemption or purchase, the Trustee shall treat each such Series 2017 Bond as representing that number of Series 2017 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2017 Bond to be redeemed or purchased in part by \$5,000.

SECTION 4.11. Redemption Provisions. The redemption of the Series 2017 Bonds shall be subject to the requirements of the Master Bond Resolution, provided however, that (a) the provisions of Section 3.2 of the Master Bond Resolution regarding notice of redemption is required solely with respect to the exercise by the Authority of its right to optionally redeem the Series 2017 Bonds, and (b) the thirty (30) day notice period set forth in Section 3.2 of the Master Bond Resolution for the notice of optional redemption of the Series 2017 Bonds is hereby changed to twenty (20) days with respect to the Series 2017 Bonds.

So long as DTC is effecting book-entry transfers of the Series 2017 Bonds, the Paying Agent shall provide the redemption notices referenced in this Section 4.11 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Series 2017 Bond to notify the beneficial owner of the Series 2017 Bond so affected, shall not affect the validity of the redemption of such Series 2017 Bond.

Any notice of optional redemption given pursuant to this Section 4.11 shall state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the Redemption Date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Bondholders of Series 2017 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

ARTICLE V

SALE OF BONDS

SECTION 5.01 Approval of Bond Purchase Agreement. The offer in the form of the Bond Purchase Agreement to be presented by the Purchaser is hereby approved, subject to such changes, insertions and omissions and filling of blanks therein as may be approved and made in such form by the Chairman, the Vice Chairman or an Authorized Officer of the Authority in a manner consistent with the terms of this Resolution, execution and delivery of the Bond Purchase Agreement to be conclusive evidence of such approval. Upon receipt of a disclosure statement from the Purchaser and a financial analysis from the Purchaser and the Financial Advisor evidencing that the requirements set forth in Section 4.01 above are met, an Authorized Officer of the Authority is hereby authorized to accept the offer of the Purchaser to purchase the Series 2017 Bonds in an aggregate principal

amount of not to exceed the amount specified in Section 4.01.A. above and at a purchase price reflecting an underwriter's discount of not greater than 0.50% of the par amount of the Series 2017 Bonds, reduced by any original issue discount and increased by any premium reflected in the original offering price to the public of such current interest paying bonds, if any, thereon, plus accrued interest thereon to the date of delivery, upon the terms and conditions set forth in the Bond Purchase Agreement. The Chairman or Vice Chairman or Authorized Officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the Authority pursuant to the terms hereof. If the Authority is unable to reach an agreement with the Purchaser regarding the purchase of the Series 2017 Bonds in a timely manner, then the Chairman or Vice Chairman or Authorized Officer is hereby authorized to select and negotiate with another member of the Authority's underwriting team to purchase the Series 2017 Bonds, subject to the terms and conditions of this Resolution and such other member shall be deemed to be the Purchaser for the purposes of this Resolution.

SECTION 5.02. Official Statement. The Authority hereby approves the form and content of the draft Preliminary Official Statement. The Chairman or Vice Chairman of the Authority is hereby authorized to approve the form of a Preliminary Official Statement for purposes of making findings required for purposes of Rule 15c2-12 of the Securities Exchange Commission ("Rule 15c2-12"). The Chairman, Vice Chairman, or Authorized Officer of the Authority is hereby authorized to approve such changes, insertions, omissions and filling of blanks therein as the Chairman, Vice Chairman, or Authorized Officer of the Authority, in his or her discretion, may deem necessary or appropriate in a manner consistent with the terms of this Resolution, including such changes as may be necessary to make appropriate disclosure of the Authority's financial and operational results, execution of a certificate deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 to be conclusive evidence of such approval, and to authorize the distribution of such Preliminary Official Statement by the Purchaser in the initial marketing of the Series 2017 Bonds. The Chairman, Vice Chairman or an Authorized Officer is hereby authorized to approve and execute, on behalf of the Authority, a final Official Statement with respect to the Series 2017 Bonds, with such changes, supplements, modifications, insertions and deletions from the Preliminary Official Statement as the Chairman or Vice Chairman, in his sole discretion, shall approve, such execution to be conclusive evidence of such approval. The Chairman, Vice Chairman or an Authorized Officer is hereby further authorized to approve and execute, on behalf of the Authority, multiple final Official Statements to the extent that the Series 2017 Bonds are sold in subseries on more than one sale date. The Authority hereby consents to the use of the final Official Statement by the Purchaser.

SECTION 5.03. Continuing Disclosure Agreement. For purposes of enabling the Purchaser to comply with the requirements of Rule 15c2-12, the form of the Continuing Disclosure Agreement is hereby approved in a manner consistent with the terms of this Resolution, subject to such changes, insertions, omissions and filling of blanks therein as may be approved and made in such form by the Authorized Officer of the Authority executing the same, execution and delivery thereof to be conclusive evidence of such approval. The Chairman, Vice Chairman, or Authorized Officer of the Authority is hereby

authorized to execute and deliver the Continuing Disclosure Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution.

SECTION 5.04. Trustee, Paying Agent and Registrar Agreement. The form of the Trustee, Paying Agent and Registrar Agreement is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Trustee, Paying Agent and Registrar Agreement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Chairman, Vice Chairman, or Authorized Officer of the Authority is hereby authorized to execute the Trustee, Paying Agent and Registrar Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution. Wells Fargo Bank, N.A. is hereby designated as the initial Trustee, Paying Agent and Registrar under the Trustee, Paying Agent and Registrar Agreement and shall serve until it resigns or is removed and a successor Trustee, Paying Agent and Registrar is appointed for the Series 2017 Bonds as provided in the Trustee, Paying Agent and Registrar Agreement. To the extent that a Bond Insurance Policy is obtained with respect to all or a portion of the Series 2017 Bonds, the Paying Agent shall transfer the Bond Insurance Policy for the Series 2017 Bonds and the 2017 Reserve Account Credit Facility to any successor Paying Agent. The Paying Agent shall not have a lien on any (i) proceeds received from the Bond Insurance Policy, if any, or (ii) proceeds received from the 2017 Reserve Account Credit Facility, if any. The Chairman, Vice Chairman or other Authorized Officer of the Authority is authorized to approve the form of and to execute on behalf of the Authority the Trustee, Paying Agent and Registrar Agreement required by this Section 5.04.

SECTION 5.05 Approval of Form of Escrow Deposit Agreement; Designation of Escrow Agent; Designation of Verification Agent. The form of the Escrow Deposit Agreement is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Escrow Deposit Agreement by the Authorized Officer(s) of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. One or more Escrow Deposit Agreements may be executed and delivered by the Authority to the extent that subseries of the Series 2017 Bonds are issued on different delivery dates. The Chairman or Vice Chairman is hereby authorized to execute one or more Escrow Deposit Agreements on behalf of the Authority with respect to the Refunded Bonds. Wells Fargo Bank, N.A. is hereby designated as the Escrow Agent under each Escrow Deposit Agreement. An Authorized Officer of the Authority is hereby authorized to designate the Verification Agent to provide verification services with respect to amounts deposited with the Escrow Agent pursuant to the Escrow Deposit Agreement.

SECTION 5.06. Bond Insurance Policy; 2017 Reserve Account Credit Facility. The Authority hereby designates the Bond Insurance Policy as a "Bond Credit Facility" for the Series 2017 Bonds, approves the selection of the 2017 Bond Insurer as the provider of

the 2017 Bond Insurance Policy, authorizes the delivery by the 2017 Bond Insurer of the Bond Insurance Policy, and the payment of the premium associated with the Bond Insurance Policy. The determination of whether to obtain a Bond Insurance Policy for all or a portion of the 2017 Bonds shall be made by the Chairman or Vice Chairman based upon the advice of the Financial Advisor. The Authority further approves the selection of the 2017 Reserve Facility Provider as the provider of the 2017 Reserve Account Credit Facility, authorizes the delivery by the 2017 Reserve Facility Provider of the 2017 Reserve Account Credit Facility, and the payment of the premium associated with the 2017 Reserve Account Credit Facility. The Chairman, Vice Chairman or other Authorized Officer of the Authority is hereby authorized to execute on behalf of the Authority any and all documents, instruments, certificates and agreements in connection with the purchase and delivery of the Bond Insurance Policy and the 2017 Reserve Account Credit Facility with such changes, insertions, omissions and filling of blanks therein as such officer shall approve.

ARTICLE VI

[RESERVED]

ARTICLE VII

TAX COMPLIANCE AND REBATE PROVISIONS

SECTION 7.01. The 2017 Rebate Fund. There is hereby created and established a fund to be known as the “Central Florida Expressway Authority Revenue Bonds, Series 2017 Rebate Fund” (hereinafter referred to as the “2017 Rebate Fund”). The 2017 Rebate Fund shall be maintained with the Paying Agent and shall be kept separate and apart from all other funds of the Authority, and used for the purpose and in the manner provided in this Section, and shall be and constitute a trust fund for such purposes. The Bonds, including any Additional Bonds or Refunding Bonds hereafter issued pursuant to and within the terms, limitations and conditions contained in the Master Bond Resolution, as supplemented by this Resolution, shall have no lien on or pledge of the moneys at any time or from time to time on deposit in the 2017 Rebate Fund and the moneys in the 2017 Rebate Fund shall be available for use only as herein provided. The Authority shall use moneys deposited in the 2017 Rebate Fund only for the payment of the Rebate Amount with respect to the Series 2017 Bonds to the United States. Funds on deposit in the 2017 Rebate Fund in excess of the Rebate Amount, however, may be withdrawn and paid over to the Authority. In complying with the foregoing, the Authority may rely upon Bond Counsel’s Opinion with respect thereto.

If any amount shall remain in the 2017 Rebate Fund after payment in full of all Series 2017 Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amount shall be available to the Authority for any lawful purpose.

Notwithstanding any other provision of this Resolution or the Master Bond Resolution, including in particular Section 5.1 of the Master Bond Resolution, the obligation to pay over the Rebate Amount to the United States and to comply with all other

requirements of Section 7.02 hereof and this Section 7.01 shall survive the defeasance or payment in full of the Series 2017 Bonds.

SECTION 7.02. Covenants Concerning Compliance with Tax Laws. In addition to any other requirements contained in the Master Bond Resolution, the Authority hereby covenants and agrees, for the benefit of the holders from time to time of the Series 2017 Bonds, to comply with the requirements contained in the Code to the extent necessary, and any other requirements which, in Bond Counsel's Opinion, are necessary to preserve the exclusion of interest on the Series 2017 Bonds from the gross income of the owners thereof for federal income tax purposes throughout the term of the issue.

SECTION 7.03. Amendments to Article VII. Any provision of this Resolution or of the Master Bond Resolution to the contrary notwithstanding, the provisions of this Article VII may be amended from time to time without the consent of the Paying Agent or the Bondholders upon delivery to the Paying Agent of a Bond Counsel's Opinion to the effect that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2017 Bonds.

ARTICLE VIII

ESTABLISHMENT OF CERTAIN ACCOUNTS

SECTION 8.01. 2017 Cost of Issuance Account. The Authority hereby establishes with the Trustee for the Series 2017 Bonds the "Central Florida Expressway Authority Revenue Bonds, Series 2017 Cost of Issuance Account" (the "2017 Cost of Issuance Account") as a separate account under the Master Bond Resolution. Proceeds of the Series 2017 Bonds, and any other monies of the Authority, if any, deposited in the 2017 Cost of Issuance Account shall be used only for the payment of cost of issuance associated with the issuance of the Series 2017 Bonds, and until applied to the payment of such costs, shall be held by the Trustee and be subject to a lien on charge in favor of the Bondholders and for the further security of such Bondholders. Any funds remaining on deposit in the 2017 Cost of Issuance Account after the payment of all costs of issuance of the Series 2017 Bonds shall be transferred to the Interest Account of the Sinking Fund to be used for purposes of paying interest on the Series 2017 Bonds.

SECTION 8.02. 2017 Reserve Subaccount. The Authority hereby establishes with the Trustee the "Central Florida Expressway Authority 2017 Bonds Debt Service Reserve Subaccount" (the "2017 Reserve Subaccount") as a separate subaccount under the Debt Service Reserve Account established pursuant to the Master Bond Resolution. The 2017 Reserve Subaccount shall be a separate subaccount in the Debt Service Reserve Account. The 2017 Reserve Subaccount will be funded on the date of issuance of the Series 2017 Bonds with the deposit of: (i) available funds, including without limitation, proceeds of the Series 2017 Bonds, (ii) the 2017 Reserve Account Credit Facility issued by the 2017 Reserve Facility Provider, or (iii) a combination of (i) and (ii). Amounts deposited into the 2017 Reserve Subaccount are pledged solely to secure the repayment of the Series 2017 Bonds, and Holders of the Series 2017 Bonds shall not be secured by any other money on deposit in the Debt Service Reserve Account. Application of amounts deposited in the 2017

Reserve Subaccount shall be in accordance with the Master Bond Resolution unless otherwise provided herein.

SECTION 8.03. Additional Funds, Accounts and Subaccounts. The Authority may, by certificate of an Authorized Officer of the Authority and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with the Series 2017 Bonds, as the Authority may reasonably determine are necessary or desirable, and may provide a pledge of such funds, accounts or subaccounts to the payment of the Series 2017 Bonds apart from the pledge provided herein and in the Master Bond Resolution.

ARTICLE IX

2017 BOND INSURER PROVISIONS

To the extent that it is determined pursuant to Section 5.06 hereof to obtain a Bond Insurance Policy with respect to the Series 2017 Bonds, the provisions set forth in Exhibit A attached hereto shall apply to the Series 2017 Bonds for so long as such policy remains in effect with respect to the Series 2017 Bonds. The provisions set forth in Exhibit A that are required to be set forth in this Resolution as a condition to the issuance of such Bond Insurance Policy by the 2017 Bond Insurer are hereby incorporated into the body of this Resolution as if set forth herein. If it is determined by the Authority not to obtain a Bond Insurance Policy with respect to the Series 2017 Bonds, then the provisions set forth in Exhibit A attached hereto shall not apply to the Series 2017 Bonds or this Resolution, shall not be deemed to be incorporated into the body of this Resolution and shall have no further force or effect hereunder.

ARTICLE X

TRUSTEE PROVISIONS

SECTION 10.01. Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Bond Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its misconduct, negligence or bad faith.

SECTION 10.02. Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act required by this Resolution or the Master Bond Resolution. The Trustee shall not be liable in connection with the performance of its duties under this Resolution or the Master Bond Resolution except for its own misconduct, negligence or bad faith.

SECTION 10.03. Compensation. The Authority shall, out of System Pledged Revenues, pay to the Trustee such reasonable compensation as shall be agreed upon between the Authority and the Trustee.

SECTION 10.04. Reliance. The Trustee shall be protected and shall incur no liability for acts or omissions made in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, or other paper or document which it shall, in good faith, reasonably believe to be genuine and to have been adopted and signed by the proper board or person or to have been prepared and furnished pursuant to the provisions of this Resolution. The Trustee shall not be responsible for determining what are Permitted Investments.

SECTION 10.05. Resignation. The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Bond Resolution by notice, in writing, to be given to the Authority not less than ninety (90) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 10.07 hereof if said appointment and acceptance shall be before the time specified by such notice.

SECTION 10.06. Removal. The Trustee may be removed at any time by the Authority.

SECTION 10.07. Successor Trustee.

A. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall, within thirty (30) days, appoint a successor Trustee to fill such vacancy. The Trustee appointed under this section shall be a bank or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity. Any such successor Trustee shall have combined capital, surplus, and undivided profits of at least \$50,000,000 unless the bond insurer otherwise approves. Anything contained in this Resolution to the contrary notwithstanding, no resignation or removal shall become effective until a successor has been appointed and accepted the responsibilities hereunder. The 2017 Bond Insurer shall be notified in writing of any such removal, resignation or appointment.

B. Every successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon

payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 10.03, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all property and moneys held by it under this Resolution to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by the Authority.

SECTION 10.08. Mergers and Consolidations. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee shall sell or transfer all or substantially all of the bond administration portion of its corporate trust business, provided such company shall be a bank, or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity, shall be successor to the Trustee without the execution or filing of any paper or performance of any further act.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Authorizations. The Chairman of the Authority is hereby authorized to countersign the Series 2017 Bonds by his manual or facsimile signature in the manner provided herein. The Chairman, Vice Chairman, Secretary, Executive Director, Chief Financial Officer or other Authorized Officer of the Authority, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, the Executive Director, General Counsel and the Chief Financial Officer of the Authority are hereby designated as the primary officers of the Authority charged with the responsibility of issuing the Series 2017 Bonds. In the absence or unavailability of the Chairman, the Vice Chairman is hereby authorized to act in his place.

SECTION 11.02. Parties Interested Herein. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the 2017 Bond Insurer, if any, the Paying Agent, and the registered owners of the Series 2017 Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee,

the 2017 Bond Insurer, if any, the 2017 Reserve Facility Provider, if any, the Paying Agent, if any, and the registered owners of the Series 2017 Bonds.

SECTION 11.03. Controlling Law; Members; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of the Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Authority in his or her individual capacity, and neither the members of the Governing Body of the Authority nor any official executing the Series 2017 Bonds shall be liable personally on the Series 2017 Bonds or under this Supplemental Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the Series 2017 Bonds or the execution thereof by the Authority or such officers thereof.

SECTION 11.04. Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the Series 2017 Bonds, the holders of the Series 2017 Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

SECTION 11.05. Effective Date. This Resolution shall become effective upon approval.

SECTION 11.06. Rescission. The authority to issue the Series 2017 Bonds pursuant to this Resolution shall be rescinded if the currently proposed Tax Cuts and Jobs Act (or any similar legislation) is passed by the United States Congress on or before December 1, 2017, and the effect of such Act (or legislation) is to reinstate the ability to refund bonds more than 90 days prior their stated redemption date.

[SIGNATURES FOLLOW NEXT PAGE]

This Resolution was approved and adopted by the Central Florida Expressway Authority on November 9, 2017.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: 
Buddy Dyer, Chairman

ATTEST:

By: 
Mimi Lamaute, Assistant Secretary

Signed:



Based upon review by Bond Counsel acting upon the direction of General Counsel, this Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

EXHIBIT A

BOND INSURANCE POLICY PROVISIONS

Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Twenty-Second Supplemental Revenue Bond Resolution adopted by the Authority on November 9, 2017 (collectively, the "Bond Resolution"). The following provisions shall apply to any one or more Series of Bonds insured by a Bond Insurance Policy issued by the Series Bond Insurer (hereinafter, "Insured Bonds"). The Authority and the Series Bond Insurer may complete blanks and enter in to a separate agreement to modify or amend the provisions set forth below.

A. Notices and Other Information.

1. Any notice that is required to be given to holders of the Insured Bonds (the "Bondholders"), any entity required pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee pursuant to this Resolution shall also be provided to the Series Bond Insurer, simultaneously with the sending of such notices. In addition, to the extent that the Authority has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Insured Bonds, all information furnished pursuant to such agreement shall also be provided to the Series Bond Insurer, simultaneously with the furnishing of such information.
2. All demands, notices and other information required to be given to the Series Bond Insurer shall be in writing and shall be mailed by registered or certified mail or personally delivered or telecopied to the recipient as follows:

Assured Guaranty Municipal Corp.
1633 Broadway
New York, New York 10019
Attn: Risk Management Department
(Re: Policy No. _____)
Telecopy No.: (212)581-3268
Confirmation: (212)974-0100
Email: riskmanagementdept@assuredguaranty.com
3. The Series Bond Insurer shall have the right to receive such additional information as it may reasonably request.
4. The Authority will permit the Series Bond Insurer to discuss the affairs, finances and accounts of the Authority or any information the Series Bond Insurer may reasonably request regarding the security for the Insured Bonds with appropriate officers of the Authority, and will use commercially reasonable efforts to enable

the Series Bond Insurer to have access to the facilities, books and records of the Authority on any business day upon reasonable prior notice.

5. The Trustee shall notify the Series Bond Insurer of any failure of the Authority to provide notices, certificates and other information under the documentation entered into in connection with the Insured Bonds (the "Financing Documents").

B. Defeasance. In the event that the principal and/or interest due on the Insured Bonds shall be paid by the Series Bond Insurer pursuant to the Policy, the Insured Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Authority, and the assignment and pledge of the System Pledged Revenues and all covenants, agreements and other Bonds of the Authority to the Bondholders shall continue to exist and shall run to the benefit of the Series Bond Insurer, and the Series Bond Insurer shall be subrogated to the rights of such Bondholders including, without limitation, any rights that such Bondholders may have in respect of securities law violations arising from the offer and sale of the Insured Bonds.

In addition, the Series Bond Insurer will require the following items in connection with the defeasance of the Insured Bonds:

1. An opinion of Bond Counsel to the effect: (i) that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Insured Bonds or refunded bonds, and (ii) that the Insured Bonds are no longer Outstanding under the Bond Resolution.
2. If the Insured Bonds are being advance-refunded (through a net defeasance), a refunding trust or escrow agreement (an "Escrow Agreement") and an opinion of counsel regarding the validity and enforceability of the escrow agreement.
3. The Escrow Agreement shall provide that:
 - a. Any substitution of securities shall require verification by an independent certified public accountant and the prior written consent of the Series Bond Insurer.
 - b. The Authority will not exercise any optional redemption of Insured Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Series Bond Insurer a verification of an independent certified public accountant as to the sufficiency of

escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

- c. The Authority shall not amend the Escrow Agreement or enter into a forward purchase agreement with respect to rights in the escrow without the prior written consent of the Series Bond Insurer.

C. Trustee (or Paying Agent).

1. The Series Bond Insurer shall receive prior written notice of any name change of the Trustee (or Paying Agent) or the removal, resignation or termination of the Trustee (or Paying Agent).
2. No removal or resignation of the Trustee (or Paying Agent) shall take effect until a successor, acceptable to the Series Bond Insurer, shall be appointed.
3. The Trustee (or Paying Agent) may be removed at any time, at the request of the Series Bond Insurer, for any breach of its obligations under this Bond Resolution.
4. Notwithstanding any other provision of the Bond Resolution, in determining whether the rights of Bondholders will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Trustee (or Paying Agent) shall consider the effect on the Bondholders as if there were no Policy.

D. Amendments and Supplements. With respect to any amendments or supplements to the Bond Resolution which do not require the consent of the Bondholders, the Series Bond Insurer must be given prior written notice of any such amendments or supplements. With respect to amendments or supplements to this Bond Resolution which do require the consent of the Bondholders, the Series Bond Insurer's prior written consent is required. Copies of any amendments or supplements to such Financing Documents which are consented to by the Series Bond Insurer shall be sent to the rating agencies that have assigned a rating to the Insured Bonds.

E. The Series Bond Insurer as Third Party Beneficiary. The Series Bond Insurer is explicitly recognized as being a third party beneficiary under the Bond Resolution and may enforce any such right, remedy or claim conferred, given or granted thereunder.

F. Control Rights. The Series Bond Insurer shall be deemed to be the holder of all of the Insured Bonds for purposes of (a) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default, and (b) granting any consent, direction or approval or taking any action permitted by or required under this Bond Resolution to be granted or taken by the Bondholders. In furtherance thereof and as a term of the Bond Resolution and each Bond, the Trustee and each Bondholder appoint the Series

Bond Insurer as their agent and attorney-in-fact and agree that the Series Bond Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Bondholder delegate and assign to the Series Bonds Insurer, to the fullest extent permitted by law, the rights of the Trustee and each insured Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

Anything in the Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default the Series Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under the Bond Resolution.

G. Consent Rights of the Series Bond Insurer.

1. *Consent of the Series Bond Insurer.* Any provision of the Bond Resolution expressly recognizing or granting rights in or to the Series Bond Insurer may not be amended in any manner that affects the rights of the Series Bond Insurer hereunder without the prior written consent of the Series Bond Insurer.
2. *Consent of the Series Bond Insurer in Addition to Bondholder Consent.* Wherever this Bond Resolution requires the consent of Bondholders, the Series Bond Insurer's prior written consent shall also be required.
3. *Consent of the Series Bond Insurer in the Event of Insolvency.* Any reorganization or liquidation plan with respect to the Authority must be acceptable to the Series Bond Insurer. In the event of any such reorganization or liquidation, the Series Bond Insurer shall have the right to vote on behalf of all Bondholders who hold Insured Bonds guaranteed by the Series Bond Insurer, absent a payment default by the Series Bond Insurer under the Policy.
4. *Consent of the Series Bond Insurer Upon Default.* Anything in the Bond Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Series Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to

the Bondholders or the Trustee for the benefit of the Bondholders under the Bond Resolution.

H. Authority Representations.

1. Non-Reliance on the Series Bond Insurer.

- a. The Authority has made its own independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Insured Bonds and whether the Policy is appropriate or proper for it based upon its own judgment and upon advice from such legal and financial advisers as it has deemed necessary. The Authority acknowledges that the Series Bond Insurer has not made, and therefore the Authority is not relying on, any recommendation from the Series Bond Insurer that the Authority insure the Insured Bonds or obtain the Policy; it being understood and agreed that communications from the Series Bond Insurer (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, any related insurance document or the documentation governing the Insured Bonds do not constitute a recommendation to insure the Insured Bonds or obtain the Policy.
- b. The Authority further acknowledges that the Series Bond Insurer has not made any representation, warranty or undertaking, and has not given any assurance or guarantee, in each case, expressed or implied, concerning its future financial strength or the rating of the Series Bond Insurer's financial strength by the rating agencies. The Authority acknowledges that the ratings of the Series Bond Insurer reflect only the views of the rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies. The Authority understands that such ratings may not continue for any given time period and instead may change over time, including without limitation being placed under review for possible downgrade, revised downward, withdrawn entirely by the relevant rating agency if, in the judgment of such rating agency, circumstances so warrant, or withdrawn entirely by the Series Bond Insurer in its sole discretion. The Authority acknowledges and agrees that the Series Bond Insurer undertakes no responsibility to bring to its attention, and shall have no liability for, the placement of a rating under review for possible downgrade or the downward revision or withdrawal of any rating obtained, and that any such review for possible downgrade, downward revision or withdrawal may have an adverse effect on the Insured Bonds. The Authority acknowledges that the Series Bond Insurer pays rating agencies to rate the Series Bond Insurer's financial strength, but that such

payment is not in exchange for any specific rating or for a rating within any particular range."

I. Reimbursement Obligations.

1. The Authority hereby agrees to pay or reimburse the Series Bond Insurer, to the extent permitted by law, any and all charges, fees, costs and expenses which the Series Bond Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this Bond Resolution, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Authority or any affiliate thereof) relating to this Bond Resolution, any party to this Bond Resolution or the transaction contemplated by this Bond Resolution, (iii) the foreclosure against, sale or other disposition of any collateral securing any Insured Bonds under this Bond Resolution, or the pursuit of any remedies under this Bond Resolution, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, or (iv) any amendment, waiver or other action with respect to, or related to, this Bond Resolution whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Series Bond Insurer spent in connection with the actions described in clauses (ii) – (iv) above. In addition, the Series Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Bond Resolution. The Authority will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by JPMorgan Chase Bank, N.A. at its principal office in New York, New York as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus three percent (3%) per annum (the "Reimbursement Rate"). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event JPMorgan Chase Bank, N.A. ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Series Bond Insurer shall specify.
2. In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, the Authority agrees to pay or reimburse the Series Bond Insurer, to the extent permitted by law, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Series Bond Insurer or its officers, directors, shareholders, employees, agents and

each Person, if any, who controls the Series Bond Insurer within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by the Bond Resolution or any other Financing Document by reason of:

- a. any omission or action (other than of or by the Series Bond Insurer) in connection with the offering, issuance, sale, remarketing or delivery of the Insured Bonds;
- b. the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the Authority or the Authority in connection with any transaction arising from or relating to the Bond Resolution or any other Financing Document;
- c. the violation by the Authority of any law, rule or regulation, or any judgment, order or decree applicable to it;
- d. the breach by the Authority of any representation, warranty or covenant under the Bond Resolution or any other Financing Document or the occurrence, in respect of the Authority, under the Bond Resolution or any other Financing Document of any Event of Default or any event which, with the giving of notice or lapse of time or both, would constitute any Event of Default; or
- e. any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the Insured Bonds, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by the Series Bond Insurer in writing expressly for use therein.

J. Payment Procedure Under the Series Bond Insurance Policy.

1. At least two (2) Business Days prior to each payment date on the Insured Bonds, the Trustee will determine whether there will be sufficient funds to pay all principal of and interest on the Insured Bonds due on the related payment date and shall immediately notify the Series Bond Insurer or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of any deficiency. Such notice shall specify the amount of the anticipated deficiency, the Insured Bonds to which such deficiency is applicable and whether such Insured Bonds will be deficient as to principal or interest or

both. If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Series Bond Insurer or its designee.

2. The Trustee shall, after giving notice to the Series Bond Insurer as provided above, make available to the Series Bond Insurer and, at the Series Bond Insurer's direction, to any Fiscal Agent, the registration books of the Authority maintained by the Trustee and all records relating to the funds maintained under the Financing Documents.
3. The Trustee shall provide the Series Bond Insurer and any Fiscal Agent with a list of registered owners of Insured Bonds entitled to receive principal or interest payments from the Series Bond Insurer under the terms of the Policy, and shall make arrangements with the Series Bond Insurer, the Fiscal Agent or another designee of the Series Bond Insurer to (i) mail checks or drafts to the registered owners of Insured Bonds entitled to receive full or partial interest payments from the Series Bond Insurer and (ii) pay principal upon Insured Bonds surrendered to the Series Bond Insurer, the Fiscal Agent or another designee of the Series Bond Insurer by the registered owners of Insured Bonds entitled to receive full or partial principal payments from the Series Bond Insurer.
4. The Trustee shall, at the time it provides notice to the Series Bond Insurer of any deficiency pursuant to clause 1. above, notify registered owners of Insured Bonds entitled to receive the payment of principal or interest thereon from the Series Bond Insurer (i) as to such deficiency and its entitlement to receive principal or interest, as applicable, (ii) that the Series Bond Insurer will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to the Series Bond Insurer or any Fiscal Agent, in form satisfactory to the Series Bond Insurer, of an appropriate assignment of the registered owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from the Series Bond Insurer, they must surrender the related Insured Bonds for payment first to the Trustee, which will note on such Insured Bonds the portion of the principal paid by the Trustee and second to the Series Bond Insurer or its designee, together with an appropriate assignment, in form satisfactory to the Series Bond Insurer, to permit ownership of such Insured Bonds to be registered in the name of the Series Bond Insurer, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from the Series Bond Insurer, they must surrender the related Insured Bonds for payment to the Series Bond Insurer or its designee, rather than the Trustee, together with the an appropriate assignment, in form satisfactory to the Series Bond Insurer, to permit ownership of such Insured Bonds to be registered in the name of the Series Bond Insurer.

5. In addition, if the Trustee has notice that any holder of the Insured Bonds has been required to disgorge payments of principal or interest on the Insured Bonds previously Due for Payment pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Series Bond Insurer or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.
6. The Trustee will be hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Bonds as follows:
 - a. If and to the extent there is a deficiency in amounts required to pay interest on the Insured Bonds, the Trustee shall (a) execute and deliver to the Series Bond Insurer, in form satisfactory to the Series Bond Insurer, an instrument appointing the Series Bond Insurer as agent for such holders in any legal proceeding related to the payment of such interest and an assignment to the Series Bond Insurer of the claims for interest to which such deficiency relates and which are paid by the Series Bond Insurer, (b) receive as designee of the respective holders (and not as Trustee) in accordance with the tenor of the Policy payment from the Series Bond Insurer with respect to the claims for interest so assigned, and (c) disburse the same to such respective holders; and
 - b. If and to the extent of a deficiency in amounts required to pay principal of the Insured Bonds, the Trustee shall (a) execute and deliver to the Series Bond Insurer, in form satisfactory to the Series Bond Insurer, an instrument appointing the Series Bond Insurer as agent for such holder in any legal proceeding related to the payment of such principal and an assignment to the Series Bond Insurer of the Obligation surrendered to the Series Bond Insurer in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Series Bond Insurer is received), (b) receive as designee of the respective holders (and not as Trustee) in accordance with the tenor of the Policy payment therefore from the Series Bond Insurer, and (c) disburse the same to such holders.
7. Payments with respect to claims for interest on and principal of Insured Bonds disbursed by the Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Authority with respect to such Insured Bonds, and the Series Bond Insurer shall become the owner of such unpaid Obligation and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.


8. Irrespective of whether any such assignment is executed and delivered, the Authority and the Trustee hereby agree for the benefit of the Series Bond Insurer that:
 - a. they recognize that to the extent the Series Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Trustee), on account of principal of or interest on the Insured Bonds, the Series Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Authority, with interest thereon as provided and solely from the sources stated in this Bond Resolution and the Insured Bonds; and
 - b. they will accordingly pay to the Series Bond Insurer the amount of such principal and interest, with interest thereon as provided in this Bond Resolution and the Insured Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Insured Bonds to holders, and will otherwise treat the Series Bond Insurer as the owner of such rights to the amount of such principal and interest.
9. The Series Bond Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Authority (as such terms are defined in the Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof in accordance with this agreement, whether or not the Series Bond Insurer has received a Notice (as defined in the Policy) of Nonpayment or a claim upon the Policy.

In addition, the Series Bond Insurer shall, to the extent it makes any payment of principal or interest on the Insured Bonds become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of claims for interest, the Trustee shall note the Series Bond Insurer's rights as subrogee on the registration books of the Authority maintained by the Trustee, upon receipt of proof of payment of interest thereon to the registered holders of the Insured Bonds, and (ii) in the case of claims for principal, the Trustee, if any, shall note the Series Bond Insurer's rights as subrogee on the registration books of the Authority maintained by the Trustee, upon surrender of the Insured Bonds together with receipt of proof of payment of principal thereof.

**Consent Agenda Item
#9**

MEMORANDUM

TO: CFX Board Members

FROM: Jeff Tecau, Managing Director, Protiviti


DATE: November 27, 2017

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on October 26, 2017.

1. Prior Audit Recommendations Follow-Up
2. Information Security Risk Assessment Phase II

Reviewed by:





CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Prior Audit Recommendations Follow-Up

August 31, 2017

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- 3 Executive Summary**
- 5 Status of Past Due Recommendations**
- 6 Status of All Open Recommendations**

EXECUTIVE SUMMARY



Overview

As part of the Fiscal Year 2018 Internal Audit plan, Internal Audit performed a review of open audit recommendations from prior audit reports to verify the implementation status reported by management. Open recommendations from the following audits were evaluated:



- 2013 Toll Revenue Audit
- 2015 Intelligent Transportation Security (ITS) Systems Security Review
- 2016 Toll Revenue Audit
- 2017 Vendor Security Review
- 2017 Public Records Review
- 2017 Purchasing Spend Data Audit
- 2017 Procurement and Contract Billing Audit
- 2017 Customer Service Center Performance Assessment
- 2017 Accounting SOD and System Access Review
- 2017 Change Management - Tolling System Replacement Audit
- 2017 Human Resources Process Review
- 2017 Discount/Rebate Program Audit
- 2017 Business Continuity Management Review

Internal Audit last reviewed the status of open audit recommendations in January 2017. Results were reported to the Audit Committee at that time.




Objectives, Scope, and Approach

This review was completed as of August 31, 2017, and consisted of meetings with management to determine the status of open audit recommendations and testing of management's response and status. In addition, only those recommendations that remained open at the time of the last review have been included in this report. If a recommendation was completed as of January 15, 2017, no further work was performed and the recommendation was not included for review.

Testing performed included inquiry with the employees responsible for completing the recommendations and/or review of documentation evidence to confirm management's reported status and explanation. In instances where the evidence obtained did not agree with management's status, discussions with management were held and the differences were resolved. There were no instances where management and Internal Audit did not come to an agreement on the status of a prior audit recommendation.

EXECUTIVE SUMMARY

 Recommendations Summary					
Audit	Open as of January 15, 2017	New Action Plans	Completed as of August 31, 2017	In Progress as of August 31, 2017*	Past Due
2013 Toll Revenue Audit	1	0	0	1	1
2015 Intelligent Transportation Security (ITS) Systems Security Review	1	0	1	0	0
2016 Toll Revenue Audit	1	0	0	1	1
2017 Vendor Security Review	0	1	1	0	0
2017 Public Records Review	6	0	1	5	1
2017 Purchasing Spend Data Review	0	2	2	0	0
2017 Procurement and Contract Billing Audit	0	1	0	1	0
2017 Customer Service Center Performance Assessment	0	3	0	3	0
2017 Accounting Segregation of Duties and EDEN System Access Review	0	1	1	0	0
2017 Change Management - Tolling System Replacement Audit	0	1	0	1	0
2017 Human Resources Process Review	0	1	0	1	0
2017 Discount/Rebate Program Audit	0	2	2	0	0
2017 Business Continuity Management Review	0	5	1	4	0
Total	9	17	9	17	3

*17 recommendations are classified as "In Progress." 3 of these recommendations are considered "Past Due."

STATUS OF PAST DUE RECOMMENDATIONS

#	Audit	Management Action Plan	Responsible Party	Summary of Status	Due Date
1	2013 Toll Revenue Audit	<p>Potential Revenue Leakage/Toll Collections Audit:</p> <p>CFX is automating certain aspects of the Attendant's Shift Record by integrating the unusual occurrence, violations, and insufficient fund transactions as a function in the Toll System Replacement project that is currently ongoing.</p>	David Wynne, Director of Toll Operations	The new system is currently in the system testing phase but has not yet been deployed to operational status. Management expects the system to be completely implemented by the end of the year.	<p>Original: 7/1/2015</p> <p>Revised: 12/31/2017</p>
2	2016 Toll Revenue Audit	<p>Video Monitoring of Counting Room:</p> <p>CFX will procure and deploy surveillance equipment and EGIS will perform monitoring of the cameras at least weekly. The procurement of the system will be included in the upcoming camera installation project.</p>	Fred Nieves, Manager of E-PASS & Plaza Operations	The procurement of new surveillance equipment was recently combined with the CFX Headquarters Building Security System Upgrades Project. The project will include installation of two cameras for the mailroom and counting room, and is due to begin in October or November 2017, with a duration of 100 days ending in February 2018.	<p>Original: 12/31/2016</p> <p>Revised: 2/28/2018</p>
3	2017 Public Records Review	<p>Text Message Collection:</p> <p>Management will implement a revised mobile mobile device procedure requiring users to keep iMessage turned off. Additionally, CFX will consider implementing a Mobile Device Management (MDM) tool to monitor compliance with revised procedures.</p>	Corey Quinn, Chief of Technology/ Operations	The revised procedure has been implemented and compliance is currently being monitored manually. Research into the MDM capabilities is ongoing in order to reduce the manual effort required by the IT team. If such a solution is implemented, it would be deployed prior to the end of Q1 2018.	<p>Procedure Updates: 6/30/2017 (Complete)</p> <p>Review Vendor MDM Capabilities: Original: 3/31/17 Revised: 3/31/2018</p>

STATUS OF ALL OPEN RECOMMENDATIONS

STATUS OF ALL OPEN RECOMMENDATIONS

2013 Toll Revenue Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Potential Revenue Leakage/Toll Collections Audit:</p> <p>CFX is automating certain aspects of the Attendant's Shift Record by integrating the unusual occurrence, violations, and insufficient fund transactions as a function in the Toll System Replacement project that is currently ongoing.</p>	David Wynne, Director of Toll Operations	In Progress (Past Due)	The new system is currently in the system testing phase but has not yet been deployed to operational status. Management expects the system to be completely implemented by the end of the year.	<p>Original: 7/1/2015</p> <p>Revised: 12/31/2017</p>

2015 ITS Security Systems Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Log Configuration:</p> <p>CFX will implement a log aggregation tool as part of the Secure Information and Event Management solution.</p>	Corey Quinn, Chief of Technology/Operations	Complete	A log aggregation tool has been deployed by management as of 8/31/2017	<p>Original: 6/30/2015</p> <p>Revised: 11/30/2017</p>

STATUS OF ALL OPEN RECOMMENDATIONS

2016 Toll Revenue Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Video Monitoring of Counting Room:</p> <p>CFX will procure and deploy surveillance equipment and EGIS will perform monitoring of the cameras at least weekly. The procurement of the system will be included in the upcoming camera installation project.</p>	Fred Nieves, Manager of E-PASS & Plaza Operations	In Progress (Past Due)	The procurement of new surveillance equipment was recently combined with the CFX Headquarters Building Security System Upgrades Project. The project will include installation of two cameras for the mailroom and counting room, and is due to begin in October or November 2017, with a duration of 100 days ending in February 2018.	Original: 12/31/2016 Revised: 2/28/2018

2017 Vendor Security Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Log Configuration:</p> <p>ITS is currently in a collaborative effort with CFX IT to implement a log aggregation tool. This tool will assist in securing, managing, correlating, and alerting upon necessary logs.</p>	Bryan Homayouni, Manager of Traffic Operations	Complete	A log aggregation tool has been deployed by management as of 8/31/2017	11/30/2017

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Public Records Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Records Management Policy and Procedures:</p> <p>CFX will develop a revised policy and desktop procedures to clearly state the direction of the Records Management function and clearly define and document key aspects of CFX's records management activities currently in place.</p>	Michelle Maikisch, Chief of Staff	In Progress	The revised policy has been approved by the Board. Desktop procedures are in development and are expected to be completed by the original due date.	Policy revision: 6/30/2017 (Complete) Desktop procedures: 6/30/2018
<p>Record Coordinator Training:</p> <p>CFX will develop a formalized training process for the Record Coordinators with assistance of the records management consultant. Training will be in addition to the basic public records training for all employees and will include detail specific to their role and responsibilities as Record Coordinators.</p>	Michelle Maikisch, Chief of Staff	In Progress	The formalized training process for Record Coordinators is currently under development and is expected to be implemented by the due date.	12/31/2017
<p>Records Management Database:</p> <p>CFX will research solutions to replace the records management database and will include the procurement of a new database in the budget for the next fiscal year.</p>	Michelle Maikisch, Chief of Staff Corey Quinn, Chief of Technology/Operations	In Progress	Research for solutions to replace the records management database is being conducted by the Records Administrator. Purchase and implementation of the new product is on track and is expected to be completed by the due date.	6/30/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Public Records Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Text Message Collection:</p> <p>Management will implement a revised mobile device procedure requiring users to keep iMessage turned off. Additionally, CFX will consider implementing a Mobile Device Management (MDM) tool to monitor compliance with revised procedures.</p>	Corey Quinn, Chief of Technology/Operations	In Progress (Past Due)	The revised procedure has been implemented and compliance is currently being monitored manually. Research into the MDM capabilities is ongoing in order to reduce the manual effort required by the IT team. If such a solution is implemented, it would be deployed prior to the end of Q1 2018.	<p>Procedure Updates:</p> <p>6/30/2017 (Complete)</p> <p>Review Vendor MDM Capabilities:</p> <p>Original:</p> <p>3/31/2017</p> <p>Revised:</p> <p>3/31/2018</p>
<p>Electronic Public Records Destruction:</p> <p>CFX will establish a systematic destruction process for each type of electronic technology. The process will be documented in the policies and desktop procedures. CFX will explore e-mail management tools available to assist with the destruction process.</p>	Michelle Maikisch, Chief of Staff	In Progress	<p>Research into e-mail management tools is ongoing and is expected to be completed by the original due date.</p> <p>The systematic destruction process has been completed and implemented.</p>	6/30/2018
<p>Offsite Public Records Destruction:</p> <p>CFX will review the contractual requirements with the offsite storage vendor and will review future certificates to ensure the person performing destruction and the name of the witness are included</p>	Michelle Maikisch, Chief of Staff	Complete	The contractual requirements for the offsite storage vendors have been reviewed, and future certifications will include the name of the person performing the destruction and the witness.	3/31/2017

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Purchasing Spend Data Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Vendor Master File Maintenance:</p> <ol style="list-style-type: none"> CFX will update each vendor account's vendor type identifier to enable management to perform more efficient reviews of the vendor master file. CFX will update the vendor account search parameters within EDEN to ensure all vendors with no activity within the last 12 months are captured in the review. Vendors deemed inactive will be deactivated. CFX will implement a procedure to verify the vendor name and FEIN agrees to the Form W-9 prior to finalizing the new vendor account in EDEN. However, duplicate vendor accounts that currently have contracts and invoice data associated with each vendor account cannot be deactivated until the contracts are complete. 	Lisa Lumbard, Chief Financial Officer	Complete	<ol style="list-style-type: none"> CFX has added three additional vendor types to enable management to perform more efficient reviews of the vendor master file. CFX has updated the Accounts Payable policy with revised search parameters for detecting and reviewing inactive vendors. CFX has implemented a procedure to review the W-9 for each new vendor for current information and completeness, and to search for duplicate vendors prior to finalizing a new vendor account in EDEN. 	<ol style="list-style-type: none"> Vendor type identifier: 9/30/2017 Inactive vendor search: 7/31/2017 New vendor account verification: Upon the creation of a new vendor
<p>Open Purchase Orders:</p> <p>CFX will perform a review of all open purchase orders at fiscal year-end to identify POs that should be closed or carried forward to the subsequent fiscal year</p>	Lisa Lumbard, Chief Financial Officer	Complete	The review of open purchase orders was conducted at fiscal year-end to identify POs by department that were open or partially open as of fiscal year-end. The resulting report was provided to the department heads for comment or closing, as appropriate.	6/30/2017

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Procurement and Contract Billing Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Contractor Compliance with Insurance Requirements</p> <p>CFX will perform a retrospective review for the A.M. Best Ratings and financial size categories for insurance carriers currently utilized by vendors for all active construction and maintenance contracts retroactive to July 1, 2016. CFX will also perform a review when new insurance certificates are submitted for review.</p>	Aneth Williams, Director of Procurement	In Progress	The Procurement Department has taken on an additional staff member to perform the review. The review is ongoing and expected to be completed by the original due date.	12/31/2017

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Customer Service Center Performance Assessment

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Business Analytics/Performance Monitoring:</p> <p>CFX Toll Operations will identify a number of Key Performance Indicators (KPIs) for performance monitoring that will be displayed on the dashboards within the contact center. CFX will also determine the frequency of measurement to be displayed on the dashboards (real-time, weekly, monthly metrics, etc.). In addition, CFX will work with the third party contact center vendor to create business analytics related to the content of the dashboards.</p>	<p>David Wynne, Director of Toll Operations</p> <p>Corey Quinn, Chief of Technology/ Operations</p>	In Progress	CFX Toll Operations is currently refining a list of Key Performance Indicators (KPIs) but does not consider the list ready to display on the dashboards at this time. The action plan is expected to be completed by the original due date.	4/30/2018
<p>Intelligent Voice Response (IVR) Solution:</p> <p>CFX has identified a Call Path Report within IVR that consists of historical graphs, error reporting, and service utilization. CFX will work with the third party contact center vendor to provide data in an acceptable format and provide an internal link for Toll Operations to access the data.</p>	<p>Corey Quinn, Chief of Technology/ Operations</p>	In Progress	CFX is currently working with the third party contact to provide IVR reporting/monitoring data. Work is on track to be completed by the original due date.	4/30/2018
<p>Quality Assurance Processes:</p> <p>Screen captures are scheduled to be recorded for each call to allow QA to monitor an agent's use of the system during a call. However, the data is not being captured. CFX will review and work on a fix for this issue.</p>	<p>David Wynne, Director of Toll Operations</p> <p>Corey Quinn, Chief of Technology/ Operations</p>	In Progress	CFX has been working with the vendor and has largely resolved the issue. However, the data is still not being captured consistently for about four users. Management expects the issue to be resolved by the original due date.	4/30/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Accounting System Access and SOD Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>EDEN User Access:</p> <p>CFX will pursue a password change for accounts with administrator access, or determine if the accounts can be deactivated without negatively impacting the business processes.</p>	Corey Quinn, Chief of Technology/Operations	Complete	Administrator accounts are managed by EDEN to assist CFX during any calls. To safeguard against anything happening without management's knowledge, CFX has set up an automatic e-mail to be generated and sent to Lisa Lumbard, CFO, if anyone logs into the administrator accounts. The administrator accounts are utilized by the EDEN application in the background of several processes, and deactivating the accounts may negatively impact business processes. However, CFX feels that the e-mail alerts are reasonable safeguards against the two accounts being used maliciously.	7/31/2017

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Change Management – Tolling System Replacement Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>TSR Vulnerability Scans:</p> <p>Though the Critical and High vulnerabilities identified by the vulnerability scanner have been remediated, CFX will continue plans to remediate the Medium vulnerabilities near the completion of the TSR project.</p>	Corey Quinn, Chief of Technology/Operations	In Progress	The remediation of these vulnerabilities is contingent upon the Toll System Replacement project completion. As such, the due date for remediation should be after the project is complete (estimated June 2019), which is consistent with the original due date.	6/30/2019

2017 Human Resources Process Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Document HR Redundancy Plan:</p> <p>CFX will develop a redundancy plan strategy based on the current organization structure. For all department heads and executives, CFX will determine the necessary expertise required to fill the role, and will designate a position to perform the role's critical duties on an interim basis in the event of a planned or unplanned vacancy.</p>	Michelle Maikisch, Chief of Staff	In Progress	The organizational chart has been reviewed to begin identifying positions requiring similar expertise to department head and executive positions. The HR department is performing further analysis to refine and formally document the redundancy plan. Analysis is ongoing and is expected to be completed by the original due date.	7/1/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Human Resources Process Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Merit-Based Compensation:</p> <ol style="list-style-type: none"> CFX will define which performance evaluation scores are considered above average, average, and below average. CFX will define the merit adjustment percentages to be assigned to above average, average, and below average performers annually. The merit adjustment percentages and the performance evaluation scores required to earn each adjustment will be communicated to employees in order to enhance the goal-setting process. CFX executive team will schedule the annual performance evaluation review prior to distribution of final performance evaluation scores to ensure the supervisor evaluation style is homogenized. 	<p>Evelyn Wilson, Director of HR</p> <p>Michelle Maikisch, Chief of Staff</p>	In Progress	<ol style="list-style-type: none"> CFX has informally defined a range of performance evaluation scores considered above average, average, and below average. Ranges are due to be formally communicated to employees when merit adjustment percentages are assigned to each range at the end of the current fiscal year. CFX will define the merit adjustment to be assigned to each range of performance evaluation scores as part of the budgeting process at the end of the current fiscal year. The CFX executive team will review all performance evaluations before results are distributed to employees, which is generally at the end of the fiscal year. 	7/1/2018
<p>Knowledge Management Plan:</p> <p>Based on the most recent entity-wide risk assessment performed in FY2017, CFX will focus initial knowledge management efforts, including the development of a knowledge management plan, on the Information Technology (IT) department. Additionally, knowledge sharing will be included in the teamwork aspect of annual performance evaluations.</p>	<p>Michelle Maikisch, Chief of Staff</p> <p>Corey Quinn, Chief of Technology/Operations</p> <p>Jim Greer, Director of IT</p>	In Progress	The creation of a knowledge management plan is in progress and is expected to be completed by the due date. Additionally, IT will include knowledge sharing in the teamwork aspect of the next round of annual performance evaluations.	7/1/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Discount/Rebate Program Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Revenue Projection Report:</p> <p>Management will implement a monthly review of the Projection Discount Rebate Tracking Schedule to verify the accuracy of inputs and calculations before determining whether revenue thresholds have been met to authorize the Beltway Discount and School Bus Toll Rebate.</p>	Lisa Lumbard, Chief Financial Officer	Complete	The review of the Projection Discount Rebate Tracking Schedule is performed by the Finance Department as part of the monthly review schedule.	8/31/2017
<p>Discount Publication on CFX Website:</p> <p>Management will implement and document a quarterly review of the rate, discount, and rebate information posted to the CFX website for accuracy.</p>	Michelle Maikisch, Chief of Staff	Complete	A website discount review procedure has been implemented to review applicable language relating to the customer discount program, including quarterly review dates and deadlines to submit reports to the Chief of Staff.	7/31/2017

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Business Continuity Management Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Infrastructure for Key Applications: CFX will research the feasibility of modifying internal applications to remain available during outages.	Corey Quinn, Chief of Technology/Operations	Complete	CFX has completed research and selected appropriate solutions to maintain availability of key applications during outages.	9/30/2017
Disaster Recovery Testing Plan: CFX will formalize a Disaster Recovery testing plan.	Corey Quinn, Chief of Technology/Operations	In Progress	The documentation is in progress and is expected to be completed by the original due date.	12/31/2017
Crisis Management Testing: Management will create a crisis management testing program.	Evelyn Wilson, Director of HR Michelle Maikisch, Chief of Staff	In Progress	CFX recently hired a Facilities Maintenance Supervisor who will assume responsibility for crisis management testing, business continuity plan development, and evacuation plans.	12/31/2017
Crisis Management Plan: Management will formally document a Crisis Management Plan.	Evelyn Wilson, Director of HR CFX Crisis Management Team ("CMT") CFX Executive Management	In Progress	CFX recently hired a Facilities Maintenance Supervisor who will assume responsibility for crisis management testing, business continuity plan development, and evacuation plans. Additionally, CFX has hired an armed security guard to survey the front desk area and address security concerns within the building. The Crisis Management Plan will be documented and communicated by the Facilities Maintenance Supervisor.	4/1/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Business Continuity Management Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Business Continuity Plan: Each department will develop business continuity documentation.	Lisa Lumbard, Chief Financial Officer	In Progress (Accounting)	Accounting business continuity documentation is in progress and is scheduled to be completed by the original due date.	12/31/2017
	Joe Berenis, Chief of Infrastructure	Complete (Infrastructure)	Infrastructure business continuity documentation is complete and has been provided to the Chief of Staff.	
	Corey Quinn, Chief of Technology/Operations	In Progress (IT)	IT business continuity documentation is in progress and is scheduled to be completed by the original due date.	
	Aneth Williams, Director of Procurement	Not Started (Procurement)	Procurement business continuity documentation has not yet been started but is scheduled to be completed by the original due date. The Director will contact Protiviti personnel for relevant templates and guidance.	

Face the Future with Confidence

© 2017 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

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Executive Summary of the Information Security Risk Assessment – Phase II

Central Florida Expressway Authority

September 2017

FY2018 Information Security Risk Assessment Review



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FY2018 Information Security Risk Assessment Review

I. Executive Summary

Overview

This report represents the results of Phase II of the Information Security Risk Assessment conducted by Internal Audit ("IA") for the Central Florida Expressway Authority ("CFX") as outlined in Florida Statute 282.318, "Security of Data and Information Technology". This statute requires that an agency:

- *Use a standard risk assessment methodology that includes the identification of an agency's priorities, constraints, risk tolerances, and assumptions necessary to support operational risk decisions.*
- *Conduct, and update every 3 years, a comprehensive risk assessment, which may be completed by a private sector vendor, to determine the security threats to the data, information, and information technology resources, including mobile devices and print environments, of the agency.*

The standard risk assessment methodology that IA used during this Information Security Risk Assessment was the National Institute of Standards and Technologies ("NIST") Special Publication 800-30.

Summary of Findings

As a result of this assessment, IA identified (3) observations that should be addressed in order to strengthen the overall security within the CFX environment. The observations include:

1. Penetration testing practices
2. Data Loss Prevention practices
3. Configuration standards

Recommendations

The following high-level recommendations should be considered in order to address the topics above:

1. Expand the current penetration testing practices
2. Expand the current Data Loss Prevention practices
3. Enhance the current configuration standards

FY2018 Information Security Risk Assessment Review

II. Scope and Approach

Scope

This phase of the assessment leveraged the results of the Asset Identification conducted during Phase I. There were 13 asset types identified during Phase I. All 13 asset types were assessed during Phase II. Each asset's threats, vulnerabilities, risks, and safeguards were reviewed to complete the Information Security Risk Assessment of the CFX environment, which includes both CFX and ITS ("Intelligent Transportation Systems") systems.

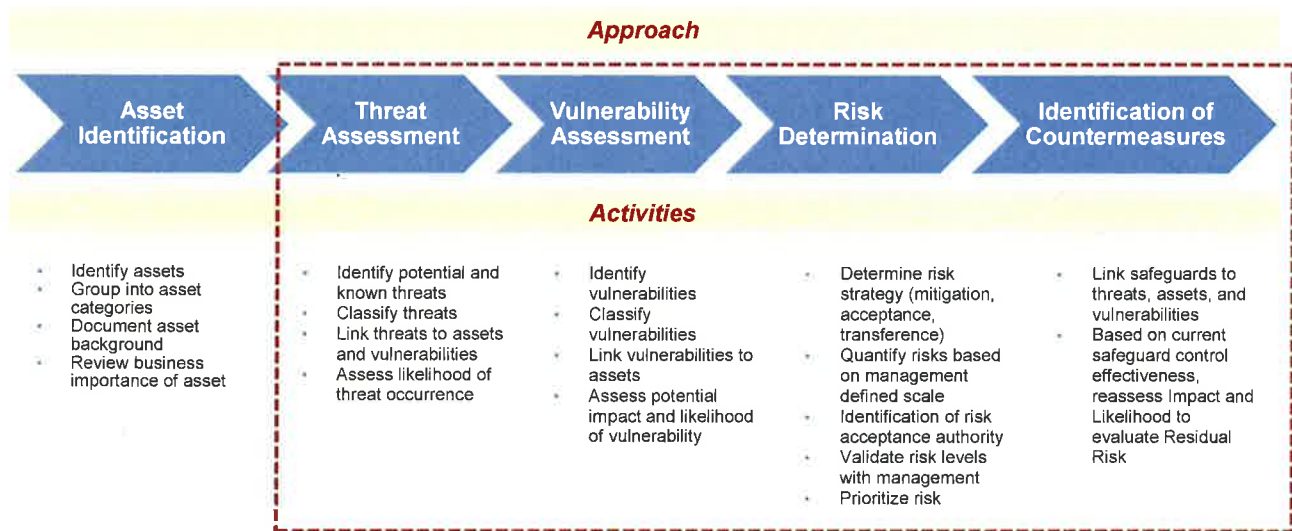
Approach

IA reviewed documentation and interviewed key CFX and ITS personnel in order to:

1. Assess Threats & Vulnerabilities
2. Determine Risk
3. Identify Safeguards
4. Determine Residual Risk

IA utilized the 13 assets identified in Phase I and determined risks rankings from identified threats, vulnerabilities, and safeguards. The dotted line in the graphic on the next page depicts IA's approach during phase II.

FY2018 Information Security Risk Assessment Review






**Consent Agenda Item
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: November 28, 2017

SUBJECT: Approval of Supplement Agreement No. 1 and Paff Tree Service, LLC as Subconsultant to Jorgensen Contract Services, LLC for Roadway Maintenance Services – S.R. 408, S.R. 417 and S.R. 528
Contract No. 001151

Board approval is requested for Supplemental Agreement No. 1 with Jorgensen Contract Services, LLC, in the amount of \$300,000.00 for removal and debris disposal of approximately 265 trees and repairs to CFX right of way fence which were downed and damaged during Hurricane Irma on S.R. 408, S.R. 417 and S.R. 528. The original contract is for five years with five (5) one-year renewals.

Original Contract Amount	\$ 17,483,700.00
Supplemental Agreement No. 1	<u>\$ 300,000.00</u>
Total Revised Contract Amount	\$ 17,783,700.00

Jorgensen Contract Services, LLC has requested approval to use Paff Tree Service, LLC to perform a portion of the additional work. 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 Paff Tree Service, LLC to Jorgensen Contract Services, LLC is requested.

Reviewed by: 
Donald Budnovich, P.E.
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Roadway and Maintenance Services
Contract No. 001151

This Supplemental Agreement No. 1 entered into this 14th day of December, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and JORGENSEN CONTRACT SERVICES, LLC, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on S.R. 4408, S.R. 417, S.R. 528, and the Goldenrod Road Extension and related tasks as may and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. CFX desires to amend the Scope of Services to add removal and disposal of approximately 265 trees downed during Hurricane Irma, and repairs to the CFX Right of Way fence also damaged from the Hurricane.
2. The Contractor hereby agrees to the changes with an increase in the Contract amount of a not to exceed \$300,000.00 and no increase in the Contract time. No work on this item can begin until the specific scope of work is agreed upon and written authorization to proceed is issued by CFX Director of Maintenance or designee.
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor’s complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$300,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

JORGENSEN CONTRACT SERVICES, LLC

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
JORGENSEN CONTRACT SERVICES, LLC**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD
EXTENSION**

CONTRACT NO. 001151

**CONTRACT DATE: MARCH 9, 2017
CONTRACT AMOUNT: \$17,483,700.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, SPECIFICATIONS,
TECHNICAL PROPOSAL, PRICE PROPOSAL,
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, SPECIFICATIONS, TECHNICAL PROPOSAL, PRICE PROPOSAL,
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD EXTENSION**

CONTRACT NO. 001151

MARCH 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD EXTENSION (S.R. 551)
CONTRACT**

This Contract No. 001151 (the "Contract" as defined herein below), is made this 1st day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and Jorgensen Contract Services, LLC, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose principal address is 2827 Parkway Street, Unit 4, Lakeland, FL 33811 and who is duly authorized hereinafter the CONTRACTOR:

WITNESSETH:

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide roadway and bridge maintenance services on S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about December 5, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

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

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

representatives of 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 maintenance of, and administration and management services related to, S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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 CONTRACTOR 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 contractors or CFX staff.

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

- 1.1 The Contract,
- 1.2 The Addenda (if any), with those of later date having precedence over those of earlier date,
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,
- 1.6 The Technical Proposal submitted by CONTRACTOR, and
- 1.7 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR'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 will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for

work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$17,483,700.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall

not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of 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.

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

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

form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

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

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

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

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

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. CONTRACTOR 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 CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. 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 CONTRACTOR'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 CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

6.5 Performance and Payment Bond The CONTRACTOR shall furnish to CFX, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2017 through June 30, 2018. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, CFX. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

7. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

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

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's roadway and bridge maintenance services.

7.7 CONTRACTOR and its subcontractors shall 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 a contract with CFX understands and will comply with subsection. 20.055(5), Florida Statutes.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall 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 CONTRACTOR, shall be submitted to CFX 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 Effective Date of this Contract, CONTRACTOR 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 CONTRACTOR hereunder. CONTRACTOR 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, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee, whether Key Personnel or not, 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 CONTRACTOR'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.

9. HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless CFX, its 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 CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the

CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

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

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

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

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

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

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

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

Contractor's liability per occurrence under this Indemnity provision shall not exceed the greater of: (a) one million dollars (\$1,000,000); (b) the total aggregate amount of insurance required; or (c) the total amount of the Contract, inclusive of amendments, extensions, renewals, and supplemental agreements thereto, for the entire term of the Contract.

The obligations in Section 9.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Contract and continue in full force and effect.

10. PUBLIC RECORDS

Notwithstanding Section 11, entitled "Press Releases," 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 that fall within the definition of public records subject to the

Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes.

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

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. Failure by the CONTRACTOR to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by CFX.

The obligations in Section 10.0, Public Records, shall survive the expiration or termination of this Contract and continue in full force and effect.

11. PRESS RELEASES

The CONTRACTOR agrees that it shall make no statements, press releases or publicity releases concerning this Contract 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 Contract, or any particulars thereof, during the period of the Contract, without first notifying CFX and securing its consent in writing, except as required by law. The CONTRACTOR 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 Contract, it being understood that, under Section 10.0 hereof, such data or information is the property of CFX.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR'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.

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

17. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Contract (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Contract without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

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

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

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

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

If, during the life of the 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 that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to 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 her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by 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 her/his 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.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/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.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract,

and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

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

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

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

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

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

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

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

23. RELATIONSHIPS

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

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions

consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire Contract of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25.0 DOCUMENTED ALIENS

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

26.0 E-VERIFY CLAUSE

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

27.0 INSPECTOR GENERAL

CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR 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 Contract and continue in full force and effect.

28.0 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

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

To CONTRACTOR: Jorgensen Contract Services, LLC
2827 Parkway Street, Unit 4
Lakeland, FL 33811
Attn: John Mc Pherson

Jorgensen Contract Services, LLC
3735 Buckeystown Pike, POBox 70
Buckeystown, MD 21717
Attn: Douglas W. Selby, President

09 JUN '17 PM12:27

32. 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:

32.1 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

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

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

32.4 Obligations upon expiration or termination of the Contract, as set forth in Section 33; and

32.5 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.

33. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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 March 9, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

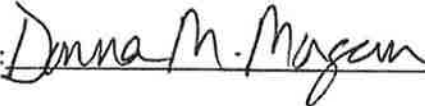
Print Name: Aneth Williams.

JORGENSEN CONTRACT SERVICES, LLC


By: 

Print Name: Douglas W. Selby

Title: President

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for CFX


09 JUN '17 PM 12:28

**Consent Agenda Item
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams
Director of Procurement 

DATE: November 28, 2017

SUBJECT: Approval of Supplement Agreement No. 2 and Advantage Hedging and Topping, Inc. as Subconsultant to HDR/ICA for Roadway and Bridge Maintenance – S.R. 414, S.R. 429 and S.R. 451 Contract No. 001152

Board approval is requested for Supplemental Agreement No. 2 with HDR/ICA, in the amount of \$115,000.00 for removal and disposal of approximately 120 trees and repairs to CFX right of way fence which were downed and damaged during Hurricane Irma on S.R. 414, S.R. 429 and S.R. 451. The original contract is for five years with five (5) one-year renewals.

Original Contract Amount	\$ 9,271,953.00
Supplemental Agreement No. 1	\$ 1,877,324.00
Supplemental Agreement No. 2	\$ <u>115,000.00</u>
Total Revised Contract Amount	\$11,264,277.00

HDR/ICA has requested approval to use Advantage Hedging and Topping, Inc. to perform a portion of the additional work. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by HDR/ICA when its contract with CFX was originally awarded.

Board approval of Advantage Hedging and Topping, Inc. to HDR/ICA is requested.

Reviewed by: 
Donald Budnovich, P.E.
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Roadway and Maintenance Services
Contract No. 001152

This Supplemental Agreement No. 2 entered into this 14th day of December, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and HDR/ICA, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated April 13, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on S.R. 429, S.R. 414, S.R. 451 and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. CFX desires to amend the Scope of Services to add removal and disposal of approximately 120 trees downed during Hurricane Irma, and repairs to the CFX Right of Way fence also damaged from the Hurricane.
2. The Contractor hereby agrees to the changes with an increase in the Contract amount of a not to exceed \$115,000.00 and no increase in the Contract time. No work on this item can begin until the specific scope of work is agreed upon and written authorization to proceed is issued by CFX Director of Maintenance or designee.
3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor’s complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001152

Amount of Changes to this document: \$115,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

HDR/ICA

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Roadway and Bridge Maintenance Services – S.R. 429, S.R. 414, and S.R. 451

Contract No. 001152

Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 13th day of July, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and INFRASTRUCTURE CORPORATION OF AMERICA, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated April 13, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and bridge maintenance services pertaining to S.R. 429, S.R. 414, and S.R. 451.

1. CFX desires to extend the limits of the roadway and bridge maintenance services along S.R. 429 (Wekiva Parkway) to include US 441 to Kelly Park Road (4.3 centerline miles). Services to be provided by the Contractor shall include those as described and detailed in Exhibit A, Scope of Services, of the Contract Documents. Additional compensation will be paid to the Contractor in the lump sum amount of \$1,877,324.00 to provide the services to the end of the Contract term (June 30, 2022).
2. The Contractor hereby agrees to provide the required services to the end of the Contract term for the additional lump sum compensation of \$1,877,324.00.
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor’s complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

13 JUL 27 2017 14:23

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Roadway and Bridge Maintenance Services – S.R. 429, S.R. 414, and S.R. 451

Contract No. 001152

Supplemental Agreement No.1


Amount of Changes to this document: \$1,877,324.00

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

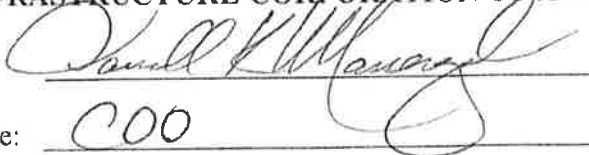
“CFX”:
CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By: 
Director of Procurement

Date: 8/2/17

17 JUL 27 PM 3:23
REVIEWED AND APPROVED
BY CFX LEGAL


“Contractor”:
INFRASTRUCTURE CORPORATION OF AMERICA

By: 
Title: COO

Attest:  (Seal)

Date: 7/21/17

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
INFRASTRUCTURE CORPORATION OF AMERICA
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 429, S.R. 414, AND S.R. 451**

CONTRACT NO. 001152

**CONTRACT DATE: APRIL 13, 2017
CONTRACT AMOUNT: \$9,271,953.00**

**CONTRACT, MEMORANDUM OF AGREEMENT,
ADDENDA, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, AND PRICE
PROPOSAL**

**CONTRACT, MEMORANDUM OF AGREEMENT, ADDENDA, SCOPE OF
SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, AND
PRICE PROPOSAL**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 429, S.R. 414, AND S.R. 451**

CONTRACT NO. 001152

April 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 429, S.R. 414, AND S.R. 451
CONTRACT 001152**

This Contract No. 001152 (the "Contract" as defined herein below), is made this 13th day of April, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and INFRASTRUCTURE CORPORATION OF AMERICA, hereinafter the CONTRACTOR:

WITNESSETH:

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide roadway and bridge maintenance services on S.R. 429, S.R. 414, and S.R. 451, and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about January 15, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of five (5) qualified firms that responded to the Request for Proposals and was ultimately selected;

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of 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 maintenance of, and administration and management services related to, S.R. 429, S.R. 414, and S.R. 451 in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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 CONTRACTOR 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 contractors or CFX staff.

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

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,
- 1.6 The Technical Proposal submitted by CONTRACTOR, and
- 1.7 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years commencing July 1, 2017. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR'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 will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$9,271,953.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

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

disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of 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.

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

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

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

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

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

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

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. CONTRACTOR 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 CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

6.5 **Performance and Payment Bond** The CONTRACTOR shall furnish to CFX, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2017 through June 30, 2018. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to

the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, CFX. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

7. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

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

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's roadway and bridge maintenance services.

7.7 CONTRACTOR and its subcontractors shall 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 a contract with CFX understands and will comply with subsection. 20.055(5), Florida Statutes.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall 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 CONTRACTOR, shall be submitted to CFX 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 Effective Date of this Contract, CONTRACTOR 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 CONTRACTOR hereunder. CONTRACTOR 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, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee, whether Key Personnel or not, 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 CONTRACTOR'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.

9. INDEMNITY

The CONTRACTOR shall indemnify and hold harmless CFX and all of its respective officers, CONTRACTOR's or 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 CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

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

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

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

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

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

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

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

10. PUBLIC RECORDS

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

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 Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 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.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design

images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's

sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR'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.

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

17. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

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

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

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

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

If, during the life of the 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 that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to 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 her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by 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 her/his 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.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/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.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or

expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

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

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

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

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of

judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

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

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

23. RELATIONSHIPS

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

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's

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

25. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26; 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 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.


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 April 13, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Anech Williams

CONTRACTOR

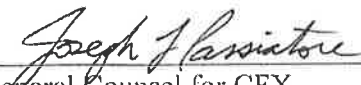
By: 

Print Name: DANIEL K. MASLUK

Title: COO

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for CFX

26 MAY '17 10:43

MEMORANDUM OF AGREEMENT

PRE-AWARD MEETING TO REVIEW SCOPE OF SERVICES, MAINTENANCE
SPECIFICATIONS AND OTHER DOCUMENTS FOR
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 429, S.R. 414 AND S.R. 451
CFX CONTRACT NO. 001152

March 23, 2017

This Pre-Award Meeting Memorandum of Agreement (“Memorandum”) for Roadway and Bridge Maintenance Services for S.R. 429, S.R. 414, and S.R. 451, CFX Contract No. 001152, is made and entered this 23rd day of March 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963, and the apparent successful responsive and responsible proposer, INFRASTRUCTURE CORPORATION OF AMERICA, (“Contractor”), registered to do business in the State of Florida, (Individually, Party and collectively, Parties)

WITNESSETH THAT:

WHEREAS, CFX will enter into an agreement with Contractor to provide roadway and bridge maintenance services under Contract No. 001152 (“Contract”) pursuant to the execution of this Memorandum;

WHEREAS, CFX has solicited the services of the Contractor to provide labor, equipment and materials (“Services”) to provide roadway and bridge maintenance services under the Contract and the Contractor has agreed to provide such Services in accordance with its Technical and Price Proposal of February 28, 2017;

WHEREAS, the Services generally consist of the maintenance of roadways and bridges along S.R. 429, S.R. 414, and S.R. 451 in Orange County, Florida;

WHEREAS, the Contractor has demonstrated its qualification, capability and willingness to provide the Services;

NOW, THEREFORE, the Parties agree as follows:

1. PRE-AWARD MEETING TO REVIEW SCOPE OF SERVICES, MAINTENANCE SPECIFICATIONS AND OTHER DOCUMENTS

A meeting was held on March 23, 2017, between 10:00 a.m. and 11:30 a.m., in accordance with Article 5.3, Pre-Award Meeting, of the Instructions/Information for Proposers. The purpose of the meeting was to address all questions or differences in interpretations of the documents and to provide clarifications. The Contractor's key personnel and CFX were represented at the meeting.

2. PROCEDURES

At the meeting, the Scope of Services, Maintenance Specifications and other Contract Documents that were used by the Contractor in preparing its Technical and Price Proposal were reviewed. Items that could be the cause of misunderstanding or misinterpretation were identified and discussed.

3. ITEMS DISCUSSED AND AGREED TO

Discussion began with the form of the Contract. The Contractor acknowledged its understanding of Article 26, E-Verify Clause.

Discussion continued regarding the Scope of Services and addressed the remaining portion of S.R. 429 that will be opened after the start of the Contract term. The cost to maintain the new portion will be negotiated with the Contractor at the appropriate time and added to the Contract by supplemental agreement. The Contractor was also advised that additional maintenance rating inspections (MRP) would be performed by the CFX General Engineering Consultant and the Contractor's cooperation with the inspections would be required. The Contractor's obligation with regard to subcontractor approval was discussed and acknowledged.

Discussion moved to the Contractor Checklist of Reports/Submittals related to the Scope of Services and the Maintenance Specifications that had previously been transmitted to the Contractor and is included as Attachment C to this Memorandum. The Contractor acknowledged its understanding of, and responsibilities related to, the Scope of Services and the Maintenance Specifications. Clarification of certain reporting and submittal requirements in those documents was discussed and some changes in the documents' language was agreed to and indicated on Attachment C. The majority of the reporting and submittal requirements discussed were related to M/WBE subcontractors and non-M/WBE subcontractors, the Contractor's Work Plan, and various other reports and processes in the documents.

Discussion moved to the Method of Compensation. The Contractor acknowledged its understanding of the process for submitting invoices and the supporting documentation that would be required.

Discussion moved to the addendum issued during the solicitation process. The Contractor acknowledged its understanding and acceptance of the content of the addendum.

Discussion then moved to the Price Proposal. The Contractor stated that there were no issues or concerns and its proposal amount was as shown.

4. EXECUTION

It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Contract by and between CFX and Contractor.

IN WITNESS WHEREOF, this agreement has been executed by CFX and the Contractor effective on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Claude Miller
Name

Director of Maintenance
Title

Elizabeth Kyroniemi
Witness

INFRASTRUCTURE CORPORATION OF AMERICA

By: Robert S. W.
Name

DIRECTOR OF OPERATIONS
Title


MH
Witness

**Consent Agenda Item
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

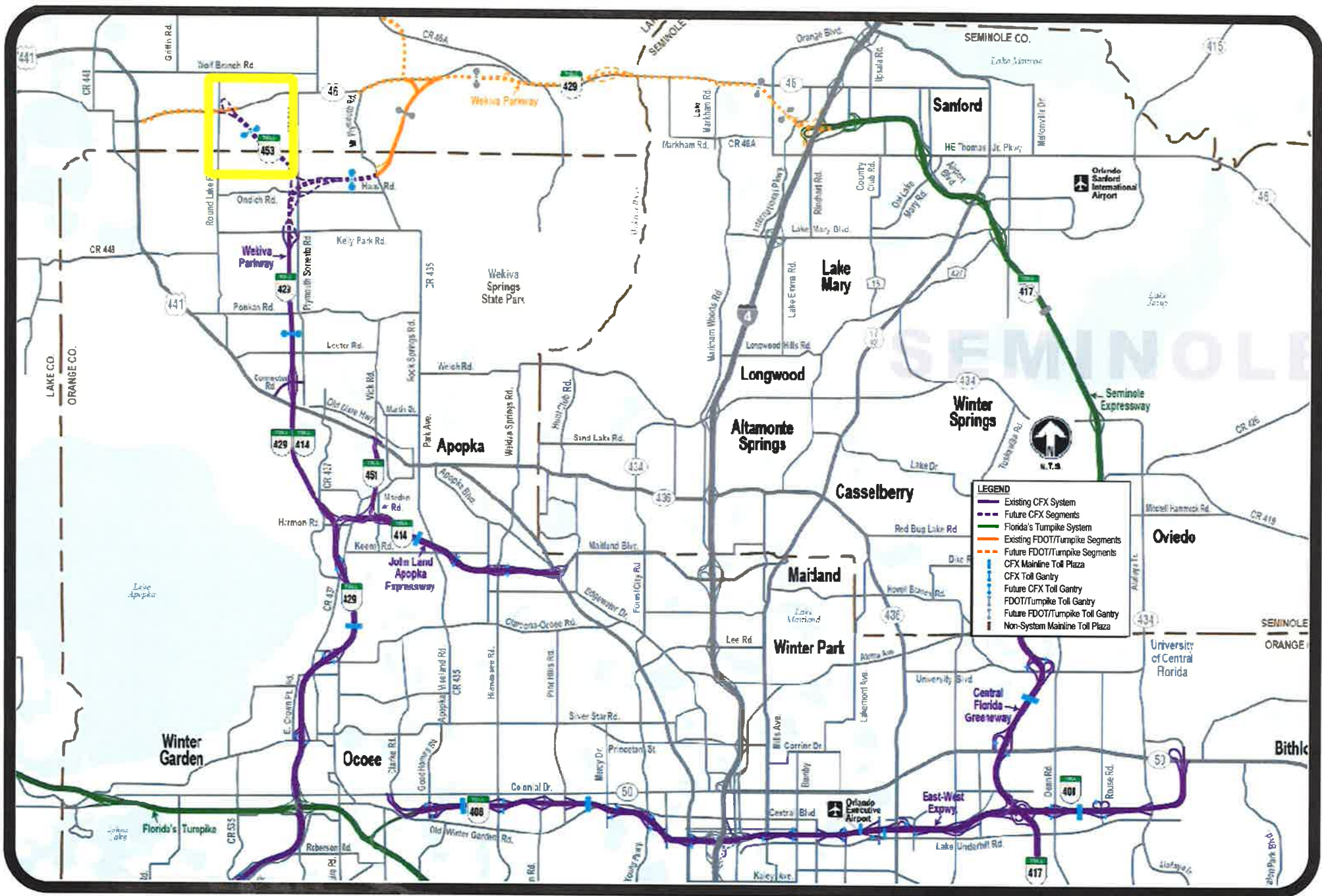
DATE: November 20, 2017

SUBJECT: Authorization to Advertise for Bids for S.R. 453 Landscape Improvements
Project 429-825, Contract No. 001365

Board authorization is requested to advertise for bids to construct landscape improvements within the CFX Right of Way on S.R. 453 from Coronado Somerset Drive to S.R. 46 including the interchange.

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

Reviewed by: 
Don Budnovich
Director of Maintenance



Project Location Map for
 S.R. 453 Wekiva Parkway 2C Landscape (429-825)

**Consent Agenda Item
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 20, 2017

RE: Authorization to Execute Cooperative Purchase (Piggyback) Agreement with
Traffic Control Devices, Inc., for Sign Replacements
Contract No. 001366

Board approval is requested to execute an agreement with Traffic Control Devices, Inc. (TCD) in a not to exceed amount of \$475,000.00 to repair and/or replace approximately 220 of our ground mount signs damaged by Hurricane Irma.

This will be a cooperative purchase (piggyback) agreement based on a contract between TCD and the City of Winter Park for the same services which will allow us to take advantage of the favorable rates already negotiated by the City of Winter Park.

Reviewed by: 
Donald Budnovich, P.E.
Director of Maintenance



Corporate Office
 242 North Westmonte Drive
 Altamonte Springs, FL 32714

Phone - 407.869.5300
 Fax - 407.682.0076
 www.TCD-USA.com

Local Offices

Altamonte Springs, FL Sarasota, FL
 Clermont, FL Tampa, FL
 Deland, FL Dallas, TX
 Jacksonville, FL Houston, TX
 Pompano, FL San Antonio, TX
 Punta Gorda, FL Salisbury, NC
 Rockledge, FL

To: Central Florida Expressway Authority	Contact: Mr. Donald Budnovich
Address: 4974 ORL Tower Road Orlando, FL 32807	Phone: (407) 690-5000
	Fax: (407) 690-5032
Project Name: 136-18 - CFX - Hurricane Irma Sign Repairs	Bid Number:
Project Location: Systemwide, Orlando, FL	Bid Date: 11/28/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	SINGLE POST/MULTI-POST SIGN ASSEMBLY REPLACEMENT	80.000	EACH	\$5,000.00	\$400,000.00
2	STRAIGHTEN/REPAIR SIGN ASSEMBLY	136.000	EACH	\$220.60	\$30,001.60
3	SIGN PANEL - MATERIAL COST	1.000	LS	\$25,000.00	\$25,000.00
4	CONTINGENCY - PER CFX	1.000	LS	\$19,998.40	\$19,998.40


Total Bid Price: \$475,000.00

Notes:

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Traffic Control Devices, Inc.</p> <p style="text-align: right;"></p> <p>Authorized Signature:</p> <p>Estimator: Rob Rebert 407-869-5300 r.rebert@tcd-usa.com</p>
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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
REPAIRS/REPLACEMENT OF SIGNS
CONTRACT NO. 001366**

This Contract is made this 14th day of December, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and TRAFFIC CONTROL DEVICES, INC., 242 N. Westmonte Drive, Altamonte Springs, FL 32714, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform repairs and/or replacement of signs; and,

WHEREAS, on or about October 29, 2014, the CONTRACTOR entered into Contract No. IFB-12-2014 with the City of Winter Park (City) to provide substantially the same services as required by CFX; and,

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

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

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

1. SERVICES TO BE PROVIDED

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

2. CONTRACT TERM AND AMOUNT

The term of the Contract will be 365 (365) calendar days from the date specified in the Notice to Proceed from CFX. The Contract amount shall not exceed \$475,000.00 during the term.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with the City.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with the City with additional coverage as required below. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. 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 CONTRACTOR'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. Additional coverage shall be as follows:

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

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

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

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of

subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

5. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

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

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

5.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

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

6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere

herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

7. PUBLIC RECORDS

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

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

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5000
PublicRecords@CFXWay.com

8. MEDIA RELEASES

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

9. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all

notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

11. NONDISCRIMINATION

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

12. SUBLETTING AND ASSIGNMENT

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

13. DISPUTES AND TERMINATION

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/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.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

14. 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.

15. GOVERNING LAW

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

16. RELATIONSHIPS

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

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

17. INTERPRETATION

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

18. 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:

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

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

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX. This Contract was awarded by the CFX Board of Directors at its meeting on July 14, 2016.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRAFFIC CONTROL DEVICES, INC.

By: _____

Title

Attest: _____ (Seal)

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

Purchasing Division

CITY OF WINTER PARK, FLORIDA



AMENDMENT NO. 3
CONTRACT NO.: IFB-12-2014
Traffic Signal Maintenance

EFFECTIVE DATE: October 29, 2017

By mutual consent, the contract is amended as follows:

a. The term of the contract is hereby extended as follows:

From: October 29, 2016 through October 28, 2017

To: October 29, 2017 through October 28, 2018

b. All other terms, conditions, specifications and prices remain unchanged.

IN WITNESS WHEREOF, the parties have agreed and executed this amendment on the dates below:

TRAFFIC CONTROL DEVICES, INC.

**CITY OF WINTER PARK,
a Florida municipal corporation**

DocuSigned by:
J. C. Breeding
22CB0AAA3AB1468...

DocuSigned by:
Randy Knight
FD2929B59BA24BC...

J. C. Breeding

Randy Knight

Print

Print

Vice President

City Manager

Title

Title

November 15, 2017 | 1:48 PM EST

November 15, 2017 | 3:20 PM EST

Date

Date

CITY OF WINTER PARK

PROFESSIONAL SERVICES AGREEMENT

The City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789, (hereinafter "City"), enters this Agreement for professional services with Traffic Control Devices, Inc., (hereinafter "Contractor"), and for the consideration hereinafter specified, the adequacy of which is acknowledged, the parties agree as follows:

1. Scope of Services. The Contractor is contractually bound to provide the following described professional services: Traffic Signal Maintenance. If Contractor was selected pursuant to a form of competitive procurement issued in writing, then the terms, conditions and contractual requirements with respect to IFB-12-2014 (hereinafter referred to as the "IFB") shall be incorporated herein by reference and the requirements of the RFP are fully incorporated and are binding.

With respect to the Scope of Services and services provided, Contractor is bound and agrees as follows:

- a. All services rendered will be in compliance with the Contract, including any City issued RFP/competitive procurement specifications.
- b. The services will be rendered in a good, workmanlike and professional manner of a quality required of like contractors or professionals in Florida when providing such service.
- c. The services will be in compliance with all requirements of applicable local, state and federal laws.
- d. If a professional license is required for any part of the service provided hereunder, then only licensed professionals whose licenses are in good standing under

Florida law shall provide such service, and all of such service shall be provided in a manner required by Florida law with respect to such licensure.

2. Consideration/Payment. For rendition of these services, the City agrees to pay the Contractor as follows: Net 30. Contractor's invoices shall be sufficiently detailed so that the City can identify reasonably the service provider or providers, dates of service, details regarding the service provided on specific dates, and if there is payment by hour, then each service shall be sub-billed in increments of six (6) minutes (.1 hour). Costs may be billed only if authorized, and shall be actual, incurred, and billed in detail by Contractor with the invoice. Backup documentation for all costs must be attached to the invoice or the cost item will not be payable. If travel and meals/lodging are reimbursable, then the state maximum for such travel expenses, including meals and lodging, shall be subject to the maximum limitations set out in Chapter 112, Florida Statutes, and there will be a requirement that any air travel will be payable only at the available coach rate.

3. Term of the Contract. This Contract is valid for 1 year subject to renewal options of 4 additional 1 year renewals at the sole discretion of the City. The Contract may be terminated sooner as follows:

- a. The Contract may be terminated for material breach that is not of an emergency nature by the party not in breach issuing a written notice to the other identifying the alleged material breach or breaches of contract. The party receiving notice shall thereafter have thirty (30) days within which to cure the default or the Contract shall be deemed terminated. If the nature of the default is such that it may not be cured within thirty (30) days, then it is sufficient if the party receiving notice commences cure within said thirty (30) day cure period and works continuously thereafter with reasonable dispatch to complete the cure of the default.

- b. City may terminate the Contract for any reason, including for its own convenience or without cause, by serving written notice of thirty (30) days on the Contractor. At the City's option, Contractor may continue to provide services during the thirty (30) day notice period or, will immediately remove its tools and personnel upon demand by the City. The City's sole obligation will then be to pay for Contractor's services rendered through the date of notice (directing removal from the project) or through the date of termination following the expiration of the thirty (30) day notice period, at the option of the City.
- c. Contractor may terminate the Contract for any reason, including for its own convenience or without cause, by serving written notice of sixty (60) days on the City. The City's sole obligation will then be to pay for Contractor's services rendered through the date of notice (directing removal from the project) or through the date of termination following the expiration of the sixty (60) day notice period, at the option of the City, whichever date applies.
- d. The Contract may be terminated immediately by notice by a party not in breach if the other party has committed a material breach that creates an emergency situation endangering the health, safety or welfare of persons or property.
- e. Invoices are due and payable within forty-five (45) days after receipt of the invoice by the City. If the City fails to identify problems with an invoice as required by Florida's Prompt Payment Act and upon expiration of forty-five (45) days from City's receipt of an invoice the Contractor may thereafter serve a written demand for payment of the invoice. The City shall thereafter have fifteen (15) days to cure by making any required payment. If City fails to cure or identify deficiencies in

the billing which excuse payment, the Contractor may thereafter terminate the Contract by further notice.

4. Contractor's Indemnification and Hold Harmless. Contractor, its successors and assigns shall hold harmless and indemnify the City and its agents and employees from and against any and all claims, losses, damages, lawsuits or demands of any type whatsoever made by any third party arising out of or related to Contractor's performance of this Contract or any matter relating to the performance of work under this Contract or the work itself. Without limitation, this duty to indemnify and hold harmless will include all third party claims related in any manner to an allegation of deficient work or failure to perform work called for under this Contract resulting in injury or damage to person or property. Notwithstanding this provision, the duty to indemnify and hold harmless will not apply if the cause of the loss or damage is shown to be substantially the fault or responsibility of the City as a result of its negligence or the intentional wrongdoing or reckless and gross negligence of any agent or employee of the City acting within the course and scope of his or her employment/agency.

5. Required Insurance. Contractor shall have and shall maintain continuously throughout the term of this Contract the following required insurance coverages:

- a. Commercial general liability: as stated in solicitation document.
- b. Workers compensation insurance as required by law for all personnel.
- c. Automobile/motor vehicle coverage: as stated in solicitation document.
- d. Errors and omissions or professional liability insurance: as stated in solicitation document.

All insurance required shall be in a form and coverage acceptable to the City's Director of Risk Management. Contractor agrees to revise or replace such insurance as may be requested by the Director of Risk Management from time to time during the term of the Contract. Contractor shall allow all of its insurance documents to be reviewable upon request by the City. Contractor shall assign to the City all of its rights under its policies of insurance upon demand by the City.

Contractor shall provide certificates of insurance for its professional liability/errors and omissions, automobile/motor vehicle and commercial general liability coverages showing that the insurance is in effect and will not be canceled without notice to the City, and such policies/certificates shall name the City of Winter Park as an additional insured.

6. Miscellaneous.

- a. City reserves all of its authority, rights and privileges of sovereign immunity, including without limitation those rights, privileges and limitations of liability in Section 768.28, Florida Statutes. This Contract shall not be interpreted in any manner to waive or limit the City's rights of sovereign immunity.
- b. There are no third party beneficiaries to this Contract and only the City and Contractor shall have any rights that are enforceable under this Contract.
- c. This Contract shall be binding upon all successors to the Contractor. Notwithstanding, this Contract may not be assigned without the prior express written permission of the City.
- d. This Contract may not be amended except in writing approved in the manner required by the City's Code of Ordinances respecting contracts.

e. The exclusive venue and forum for resolution of any disputes arising out of or related to this Contract or the services provided hereunder shall mandatorily be in the court of appropriate jurisdiction in Orange County, Florida. The law of Florida shall apply with respect to the interpretation of the Contract and all rights and remedies of the parties to the Contract.

f. Any notice required or allowed by this Agreement shall be served by fax, email and express delivery or hand delivery showing the signature of the person to whom delivered as follows:

i. **Notice to the City:** Randy Knight, City Manager
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789
Fax: 407- 691.6651
Email: rknight@cityofwinterpark.org

With a copy to: Usher L. Brown, Esquire, City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Suite 2000
Orlando, FL 32801
Fax: 407-425-9596
Email: ulbrown@orlandolaw.net

ii. **Notice to Contractor:** _____

Fax: _____
Email: _____

With a copy to: _____

Fax: _____
Email: _____

g. Waiver of any default by a party shall not constitute a waiver of any future default.

- h. Contractor had an opportunity to negotiate this Contract and seek advice of its counsel. Accordingly, in interpreting this Contract the court shall not apply the rule that the Contract should be construed against the drafter and instead will treat the Contract as if it was drafted by the parties equally.
- i. No employee or agent of the City has any authority to modify or alter the terms of this Contract and Contractor is bound to know the limitations of the authority with each agent and employee of the City with whom it may deal. The Contractor is permitted to take direction consistent with the express terms of this Contract from the City Manager or designee, but such direction may not alter or vary the express written terms hereof without a subsequent formal written amendment to the Contract.

7. Time for Completion. Time is of the essence with respect to this Contract and Contractor shall promptly perform all work assigned in a good and workmanlike manner and shall complete the work on a timely basis. The City Manager or designee shall have the authority to issue a notice to proceed with respect to the services required hereunder. With respect to completion of work:

- a. Contractor shall complete its work under this Contract on or before N/A.
- b. If the work is assigned periodically, then the notice to proceed shall specify the completion date for the work assigned, and Contractor will agree to such completion date as may be stated in notices to proceed issued pursuant to the authority hereof.
- c. If Contractor fails to achieve timely completion, City shall be damaged, but the parties agree that the actual amount of damages that would be suffered by a failure to achieve timely completion is unable to be determined at this time reasonably.

Therefore, the parties agree that for each day following the deadline for completion that Contractor is not completed with its work, City may assess liquidated damages in the amount of N/A dollars (\$N/A) per day which may be set off against any monies otherwise due Contractor. The parties agree that this amount is not a penalty, but is a reasonable approximation of the damages that would be suffered in the future by the City in the event the Contractor fails to timely complete its work.

8. Retainage and Corrective Work. At the option of the City, it may withhold ten percent (10%) from each invoice payable to the Contractor as retainage to assure that the Contractor will complete the work and perform any corrective work. Upon tender of completion, the City shall have twenty (20) business days to identify any deficiencies in the work and Contractor agrees to promptly remedy and correct such matters, including completion of work identified as incomplete or insufficient.

9. Contractor May Not Alter These Terms. No purchase order, contract addendum or document of any type issued by Contractor will be acceptable and none of such will be allowed to amend or alter the requirements of this Contract and the competitive procurement referenced above. In the event such a document is issued by Contractor, it shall be null, void and of no effect.

10. Contractor's Warranty. Contractor warrants all of its work as good, workmanlike, sufficient, and compliant with the requirements of the Contract and all applicable laws and codes.

11. Effective Date. This Contract is effective on the date approved by the City Commission or signed by the Mayor/City Manager, whichever is the latest date.

CITY OF WINTER PARK

"CITY"


By: 

Printed Name: Randy Knight/Kenneth Bradley

Title: City Manager/Mayor

Date: 10/29/14

Attest:



Cindy Bonham, City Clerk

Date: 10/29/14

TRAFFIC CONTROL DEVICES, Inc.

"CONTRACTOR"

By: 

Printed Name: J. Breeding

Title: VICED PRESIDENT

Date: 10-16-14

Telephone 407. 869. 5300

Email: j.breeding@tcd-usa.com



CITY OF WINTER PARK

401 South Park Avenue

Winter Park, Florida

32789-4386

PURCHASING DIVISION

P 407.643.1627

F 407.599.3448

January 9, 2017

Mr. JC Breeding
Traffic Control Devices, Inc.
242 N. Westmonte Dr.
Altamonte Springs, FL 32714

RE: IFB-12-2014 – Traffic Signal Maintenance
Amendment 2

Dear Mr. Breeding:

The City wishes to renew our contract using this Amendment through
October 28, 2017.

If you wish to renew the contract upon the same terms, conditions and
prices, please sign and return the attached Amendment 2 no later than
January 13, 2017.

Please confirm your acceptance by executing under the vendor area
below.

Kindest Regards,

Jennifer Jones, CPPB, FCCM
Purchasing Manager

Traffic Control Devices

J.C. Breeding
Signature

J.C. Breeding
Print Name

January 16, 2017
Date

City of Winter Park

Randy Knight
City Manager

January 17, 2017
Date



CITY OF WINTER PARK

401 South Park Avenue

Winter Park, Florida

32789-4386

PURCHASING DIVISION

407.643.1627

407.599.3448

October 27, 2015

Mr. JC Breeding
Traffic Control Devices, Inc.
242 N. Westmonte Dr.
Altamonte Springs, FL 32714

RE: IFB-12-2014 - Traffic Signal Maintenance

Dear Mr. Breeding:

The subject contract will expire on October 28, 2015 unless renewed by mutual consent. The City wishes to renew the contract using this Amendment from October 29, 2015 through October 28, 2016.

If you wish to renew the contract upon the same terms, conditions and prices, please sign and return the attached Amendment 1 no later than October 29, 2015.

Please confirm your acceptance by executing under the vendor area below and return to the address listed or via email to jjones@cityofwinterpark.org.

Sincerely,

Jennifer Jones, CPPB, FCCM
Senior Purchasing Agent

Traffic Control Devices

Signature

JCBREEDING

Print Name

10-27-15

Date

City of Winter Park

City Manager

10-29-15


Date

**Consent Agenda Item
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement


DATE: November 21, 2017


SUBJECT: Approval of Circuitronics, LLC as Subconsultant for the
Maintenance of ITS Infrastructure Contract with Kapsch TrafficCom NA, Inc.
Contract No. 001283

Kapsch TrafficCom NA, Inc., CFX's Maintenance of ITS Infrastructure Contractor has requested approval to use Circuitronics, LLC to assist with ITS device maintenance and repair work. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Kapsch TrafficCom NA, Inc. when its contract with CFX was originally awarded.

Board approval of Circuitronics, LLC as a subcontractor to Kapsch TrafficCom NA, Inc. is requested.

Reviewed by:


Bryan Homayouni, P.E.
Manager of Traffic Operations



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Kapsch TrafficCom NA, Inc. Date: November 20, 2017

CFX Contract Name: Maintenance of ITS Infrastructure CFX Contract No.: 001283

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: Circuitronics, LLC

Address: 223 Hickman Dr. Sanford, Fl 32771

Phone No.: 407-322-8300

Federal Employee ID No.: 59-3359086

Description of Services to Be Sublet: ITS Device Maintenance and Repair work

Estimated Beginning Date of Sublet Services: January 8, 2018

Estimated Completion Date of Sublet Services: September 30, 2018

Estimated Value of Sublet Services*: \$ 122,350.00

*(Not to exceed \$24,999.99 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 CFX that are applicable to the subconsultant and the services to be sublet:

Requested By: 
(Signature of Consultant Representative)

Title

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

Approved by: _____ Date: _____
(Signature of Appropriate CFX Division Chief)


Attach Subconsultant's Certificate of Insurance to this Request.

**Consent Agenda Item
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members



FROM: Aneth Williams 
Director of Procurement

DATE: November 21, 2017

RE: Authorization to Advertise an Invitation to Bid for the Procurement of
Field Ethernet Switch Equipment
Project 599-542; Contract No. 001367

Board authorization is requested to advertise an Invitation to Bid for the purchase of Field Ethernet Switch Equipment from qualified vendor(s) to maintain the existing Intelligent Transportation System Network throughout CFX's system.

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

Reviewed by: 
Bryan Homyouni, P.E.
Manager of Traffic Operations 

E.1.


Chairman's Report

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

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members
FROM: Michael Carlisle, Director of Accounting and Finance
DATE: November 21, 2017 
RE: October 2017 Financial Reports

Attached please find the October 2017 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING OCTOBER 31, 2017 AND YEAR-TO-DATE**

	FY 18 MONTH ACTUAL	FY 18 MONTH BUDGET	FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	FY 18 YEAR-TO-DATE % VARIANCE	FY 17 - 18 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 38,170,938	\$ 35,021,679	\$ 129,838,314	\$ 138,640,910	\$ (8,802,596)	-6.3%	-1.9%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	549,028	442,770	2,114,549	1,719,745	394,804	23.0%	16.1%
TRANSPONDER SALES	25,935	17,040	92,083	67,358	24,725	36.7%	32.4%
OTHER OPERATING	80,718	109,600	377,419	339,842	37,577	11.1%	-0.1%
INTEREST	282,548	227,489	1,293,383	1,089,098	204,285	18.8%	-23.5%
MISCELLANEOUS	84,110	84,100	350,851	336,399	14,452	4.3%	-0.3%
TOTAL REVENUES	39,193,277	35,902,678	134,066,599	142,193,352	(8,126,753)	-5.7%	-1.9%
O M & A EXPENSES							
OPERATIONS	4,929,355	3,823,814	12,628,982	14,029,595	1,400,613	10.0%	12.8%
MAINTENANCE	1,480,647	1,228,164	3,406,886	4,041,035	634,149	15.7%	59.5%
ADMINISTRATION	565,704	674,494	2,042,760	2,476,316	433,556	17.5%	2.3%
OTHER OPERATING	382,448	211,300	535,861	528,250	(7,611)	-1.4%	-35.5%
TOTAL O M & A EXPENSES	7,358,154	5,937,771	18,614,487	21,075,195	2,460,708	11.7%	15.2%
NET REVENUES BEFORE DEBT SERVICE	31,835,123	29,964,907	115,452,112	121,118,157	(5,666,045)	-4.7%	-4.2%
COMBINED NET DEBT SERVICE	14,123,092	14,158,164	56,181,630	56,625,178	443,547	0.8%	-1.9%
NET REVENUES AFTER DEBT SERVICE	\$ 17,712,032	\$ 15,806,743	\$ 59,270,481	\$ 64,492,979	\$ (5,222,498)	-8.1%	-6.3%

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2018
FOR THE MONTH ENDING OCTOBER 31, 2017 AND YEAR-TO-DATE**

	<u>FY 2018 ACTUAL</u>	<u>FY 2018 BUDGET</u>	<u>VARIANCE</u>	<u>FY 18 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 12,628,982	\$ 14,029,595	\$ 1,400,613	10.0%
Maintenance	3,406,886	4,041,035	634,149	15.7%
Administration	2,042,760	2,476,316	433,556	17.5%
Other Operating	<u>535,861</u>	<u>528,250</u>	<u>(7,611)</u>	<u>-1.4%</u>
Total O M & A	\$ 18,614,487	\$ 21,075,195	\$ 2,460,708	11.7%
 Capital Expenditures				
Operations	\$ -	\$ 133,500	133,500	100.0%
Maintenance	43,319	38,649	(4,670)	-12.1%
Administration	<u>25,500</u>	<u>43,333</u>	<u>17,834</u>	<u>41.2%</u>
Total Capital Expenditures	\$ 68,819	\$ 215,483	\$ 146,664	68.1%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Four Months Ending October 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	159,249	166,861	7,612	4.56%
Image Review	1,253,690	1,302,283	48,594	3.73%
Special Projects	36,649	71,746	35,096	48.92%
Information Technology	1,057,561	1,200,258	142,697	11.89%
E-PASS Service Center	3,936,718	4,347,922	411,204	9.46%
Public Outreach/Education	463,009	605,350	142,340	23.51%
Subtotal CFX	6,906,876	7,694,420	787,543	10.24%
Plazas	5,722,105	6,468,675	746,570	11.54%
Subtotal Toll Facilities	5,722,105	6,468,675	746,570	11.54%
Total Operations Expenses	12,628,982	14,163,095	1,534,113	10.83%

**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Four Months Ending October 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	619,456	719,160	99,704	13.86%
Traffic Operations	593,679	837,641	243,963	29.12%
Routine Maintenance	2,237,071	2,522,882	285,812	11.33%
Total Maintenance Expenses	<u>3,450,205</u>	<u>4,079,684</u>	<u>629,479</u>	<u>15.43%</u>

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Four Months Ending October 31, 2017**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	239,996	269,992	29,996	11.11%
Administrative Services	626,702	677,116	50,414	7.45%
Communications	171,968	243,871	71,903	29.48%
Human Resources	58,575	65,136	6,561	10.07%
Supplier Diversity	69,909	74,001	4,091	5.53%
Accounting	412,029	486,176	74,147	15.25%
Records Management	79,959	126,070	46,111	36.58%
Construction Administration	13,030	22,251	9,220	41.44%
Procurement	138,897	141,938	3,041	2.14%
Legal	156,666	214,331	57,665	26.90%
Internal Audit	69,957	168,192	98,236	58.41%
525 Magnolia	8,798	9,031	232	2.57%
Plans Production	21,772	21,544	(228)	-1.06%
Grand Total Expenses	<u>2,068,259</u>	<u>2,519,649</u>	<u>451,390</u>	<u>17.91%</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING OCTOBER 31, 2017 AND YEAR-TO-DATE

	FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 129,838,314	\$ 138,640,910	\$ (8,802,596)	\$ 132,339,148	\$ 125,381,354	\$ 6,957,794	\$ (15,760,390)
FEES COLLECTED VIA UTM/UTC'S AND PBP'S	2,114,549	1,719,745	394,804	1,820,749	1,688,636	132,113	262,691
TRANSPONDER SALES	92,083	67,358	24,725	69,551	162,922	(93,371)	118,096
OTHER OPERATING	377,419	339,842	37,577	377,619	377,952	(333)	37,910
INTEREST	1,293,383	1,089,098	204,285	1,689,731	1,079,915	609,816	(405,531)
MISCELLANEOUS	<u>350,851</u>	<u>336,399</u>	<u>14,452</u>	<u>351,752</u>	<u>343,065</u>	<u>8,687</u>	<u>5,765</u>
TOTAL REVENUES	134,066,599	142,193,352	(8,126,753)	136,648,550	129,033,844	7,614,706	(15,741,459)
O M & A EXPENSES							
OPERATIONS	12,628,982	14,029,595	1,400,613	11,195,370	12,303,539	1,108,169	292,444
MAINTENANCE	3,406,886	4,041,035	634,149	2,135,961	3,497,199	1,361,238	(727,089)
ADMINISTRATION	2,042,760	2,476,316	433,556	1,997,158	2,184,833	187,675	245,881
OTHER OPERATING	<u>535,861</u>	<u>528,250</u>	<u>(7,611)</u>	<u>830,234</u>	<u>1,048,536</u>	<u>218,302</u>	<u>(225,913)</u>
TOTAL O M & A EXPENSES	18,614,487	21,075,195	2,460,708	16,158,723	19,034,107	2,875,384	(414,676)
NET REVENUES BEFORE DEBT SERVICE	115,452,112	121,118,157	(5,666,045)	120,489,827	109,999,737	10,490,090	(16,156,135)
COMBINED NET DEBT SERVICE	56,181,630	56,625,178	443,547	57,253,059	57,594,356	(341,297)	784,844
NET REVENUES AFTER DEBT SERVICE	<u>\$ 59,270,481</u>	<u>\$ 64,492,979</u>	<u>\$ (5,222,498)</u>	<u>\$ 63,236,768</u>	<u>\$ 52,405,381</u>	<u>\$ 10,831,387</u>	<u>\$ (16,053,885)</u>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING OCTOBER 31, 2017 AND YEAR-TO-DATE**

	FY 18 MONTH ACTUAL	FY 17 MONTH ACTUAL	FY 17 - 18 SAME MONTH COMPARISON	FY 18 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE ACTUAL	FY 17 - 18 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 38,170,938	\$ 30,615,407	\$ 7,555,531	\$ 129,838,314	\$ 132,339,148	\$ (2,500,834)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	549,028	487,842	61,186	2,114,549	1,820,749	293,800
TRANSPONDER SALES	25,935	17,028	8,907	92,083	69,551	22,532
OTHER OPERATING	80,718	114,031	(33,313)	377,419	377,619	(200)
INTEREST	282,548	510,683	(228,135)	1,293,383	1,689,731	(396,348)
MISCELLANEOUS	84,110	81,167	2,943	350,851	351,752	(901)
TOTAL REVENUES	39,193,277	31,826,158	7,367,119	134,066,599	136,648,550	(2,581,951)
O M & A EXPENSES						
OPERATIONS	4,929,355	2,973,139	1,956,216	12,628,982	11,195,370	1,433,612
MAINTENANCE	1,480,647	679,122	801,525	3,406,886	2,135,961	1,270,925
ADMINISTRATION	565,704	594,101	(28,397)	2,042,760	1,997,158	45,602
OTHER OPERATING	382,448	217,550	164,898	535,861	830,234	(294,373)
TOTAL O M & A EXPENSES	7,358,154	4,463,912	2,894,242	18,614,487	16,158,723	2,455,764
NET REVENUES BEFORE DEBT SERVICE	31,835,123	27,362,246	4,472,877	115,452,112	120,489,827	(5,037,715)
COMBINED NET DEBT SERVICE	14,123,092	14,306,694	(183,602)	56,181,630	57,253,059	(1,071,429)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 17,712,032</u>	<u>\$ 13,055,552</u>	<u>\$ 4,656,480</u>	<u>\$ 59,270,481</u>	<u>\$ 63,236,768</u>	<u>\$ (3,966,287)</u>

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.

E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report December, 2017

HURRICANE IRMA REPAIRS

Repairs to SR 429 are now complete and all lanes are open to traffic. Hurricane Irma repair and clean-up costs were approximately \$2 million. Requests for FEMA reimbursement are being prepared for submittal.

TRANSPORTATION INNOVATION

International Road Federation

The International Road Federation is a global not-for-profit organization headquartered in Washington, DC that serves a network of public and private sector members in more than 70 countries.

CFX hosted a field visit focused on traffic operations, intelligent transportation systems, toll collection and roadway & facility maintenance for the enrolled delegation. Representatives from the countries of Ghana, India, Nigeria and Uganda participated.

5th Annual Florida Automated Vehicles Summit

The Florida Automated Vehicles (FAV) Summit assembled industry leaders from around the world on November 14 and 15, 2017 in Tampa to address technologies, operations, and policy issues. Topics included automated, connected, electric and shared (ACES) mobility, operations, law, infrastructure, functional design, cyber security, ethics, aftermarket products, enabling technologies, and public policy.

Florida Senator Jeff Brandes and FDOT Secretary Mike Dew discussed the legislative and policy landscape being crafted here in the state of Florida for the advent of self-driving vehicles. Staff had the opportunity to ride in a low speed automated shuttle provided by May Mobility; see firsthand a connected vehicle application developed by Traffic Tech Services and Audi; and witness an automated vehicle application being studied by SwRI.

PayTollo Sirius XM Partnership

For the past year CFX has been pilot testing PayTollo, a new phone application using geo-fencing technology to pay tolls. PayTollo is now partnering with Sirius XM to give customers even more toll payment options. CFX will begin pilot tests in 2018.

Rental Car Toll Payment Pilot

CFX plans to partner with the Orlando International Airport to pilot a program aimed to enhance the Central Florida visitor experience. The pilot program is focused on offering lower cost toll payment alternatives for rental car customers at the airport. The pilot will run from May through August of 2018 and all rental car companies on airport property will be offered the opportunity to participate.

COMMUNITY OUTREACH

Split Oak Preserve

On November 30, 2017 CFX hosted a meeting of environmental advocates to discuss a proposal that was recently presented to CFX during stakeholder meetings. The land compensation proposal puts additional land in preservation in exchange for the potential impact to Split Oak as it relates to the specific study proposed alternative (4A). The draft notes from the meeting are attached. The advocates that attended the meeting will have the opportunity to tour the land on Friday and a follow up meeting will be held in early January.

COMMUNITY PRESENTATIONS

November 14: Seminole County Board of County Commissioners Wekiva Update
November 14: International Road Federation Presentation
November 15: Zellwood Elementary Teach-In
November 15: Orange County Teach-in at Riverdale Elementary
November 16: Central Florida Business Forum Presentation
November 16: Osceola County District 5 Public Meeting
November 20: Rotary Club of Kissimmee Presentation
November 20: Central Florida Business Forum Presentation
November 21: UCF Highway Engineering Class Presentation
November 28: Maitland Rotary Presentation
November 28: Wekiva Pines HOA Meeting
November 30: Central Florida Business Forum Maitland Presentation
November 29: MetroPlan Community Advisory Committee Update- Wekiva Parkway
November 29: State of Florida Change Management Board (CMB) for ITS Deployment
December 1: MetroPlan Technical Advisory Committee Update –Wekiva Parkway
December 4: Presentation to Osceola Board of County Commissioners
December 4: Orange County Sheriff's Office Presentation
December 7: MetroPlan Municipal Advisory Committee Update– Wekiva Parkway
December 12: Champions Gate/Reunion Osceola Concept Study Update
December 12: Osceola County Expressway Authority
December 13: MetroPlan Governing Board Update – Wekiva Parkway

MEETINGS

November 9: Loughman Community Meeting (I-4 to Poinciana Pkwy Concept Study)
November 14: Osceola County Expressway Authority
November 17: Global Leadership Conference
November 24: The State of Florida/UCF Orlando Supplier Diversity Exchange
November 29: Central Florida Communicator's Meeting
December 1: MetroPlan Transportation System Management & Operations
December 4: COMTO Welcomes FDOT District 7
December 5: State of Lake County
December 6&7: Florida Transportation Commission
December 13: Lake Sumter Metropolitan Planning Organization
December 13: Space Coast Transportation Planning Organization

COMMUNITY EVENTS

November 11: KnightPASS Promo at UCF/UConn Tailgate
December 1: Doing Business In Downtown Orlando (OBJ Event)
December 2: KnightPASS Promo: UCF Tailgate



**SPLIT OAK FOREST WILDLIFE AND ENVIRONMENTAL AREA (SOFWEA)
KEY STAKEHOLDER MEETING SUMMARY
THURSDAY, NOVEMBER 30, 2017
1:30 p.m. – 3 p.m.**

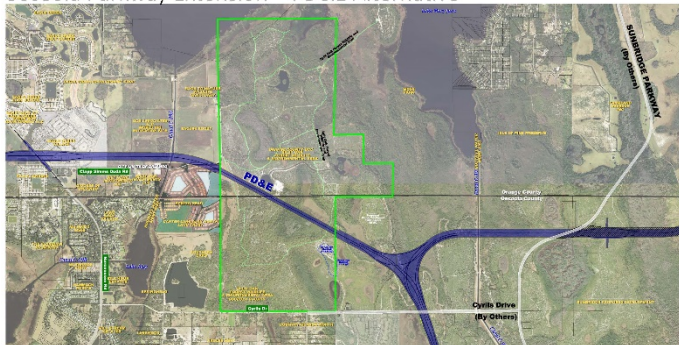
The Central Florida Expressway Authority (CFX) hosted a gathering of environmental advocates and agency representatives, municipal staff and large landholders on November 30, 2017. The meeting was to discuss concerns and possible solutions surrounding potential impacts to the Split Oak Forest Wildlife and Environmental AREA (SOFWEA) from proposed alternatives for the Osceola Parkway Extension. The extension is one of four, previously studied transportation corridors that CFX is taking a fresh look at in Osceola, Orange and Polk Counties to determine if any of them are fundable and feasible according to agency policies and procedures.

About 40 key stakeholders attended the meeting (two via conference line). Sign-in sheets are attached to this summary.

CFX Executive Director Laura Kelley made an opening statement noting CFX has been heavily engaged with the environmental community as part of the four Concept, Feasibility and Mobility studies. Attendees introduced themselves.

CFX Director of Engineering Glenn Pressimone provided a presentation giving the history of the Osceola Parkway Extension. He noted the alignment in the Project Development and Environment (PD&E) Study done by the Osceola County Expressway Authority (OCX) was chosen for the roadway geometry (fewer reverse curves, which is attractive on high speed networks), and also due to the minimization of impacts to planned development in the area.

Osceola Parkway Extension – PD&E Alternative



Mr. Pressimone noted through community engagement on the current study that protecting and minimizing impacts to Split Oak quickly became a focus. The study team was tasked with:

- Keeping the alignment out of Orange County
- Restricting impacts to the scrub jay habitat along the southeast line of the parcel
- Minimizing remainders

Mr. Pressimone noted CFX understood the concern that a remainder to the south of an alternative essentially loses its environmental potential through loss of management through controlled burns.

He noted Alignment East 4A has less pronounced, reverse curves, misses the Orange County portion of Split Oak and the scrub jay area.

He noted the breakdown of Split Oak today versus project impacts from Alignment 4A to be:

- Current land area: 1,773 acres
- Project impacts: 286 acres
- Parcel minus impact: 1,487 acres

Of the 286 acres impacted, 65 acres would be for the alignment. Mr. Pressimone noted that SOFWEA was not the only conservation concern in this area. Eagles Roost, Moss Park and Isle of Pine Reserve also are nearby. The total conservation area currently is 4,016 acres.

Osceola Parkway Extension – Alignment 4A Impacts to Split Oak

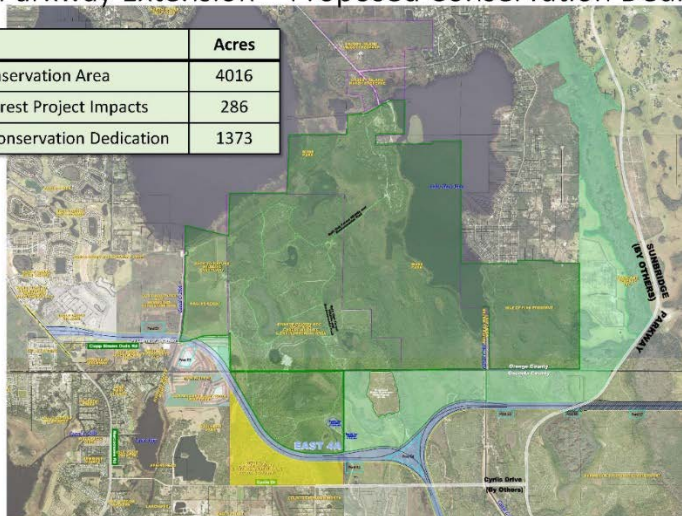


He noted the proposal for discussion today was to bring into conservation an additional 1,373 acres (light green area on the map) in exchange for taking anything impacted by the project out of conservation (yellow area on map).

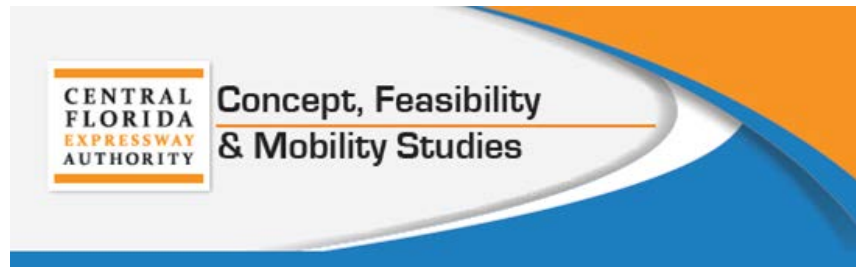
The proposed 5,103 acres of continuous conservation area would provide a 4.9:1 ratio of project impacts compared to the proposed increase in conservation lands.

Osceola Parkway Extension – Proposed Conservation Dedication

Land Area	Acres
Existing Conservation Area	4016
Split Oak Forest Project Impacts	286
Proposed Conservation Dedication	1373



Charles Lee, of the Florida Audubon Society, asked if the lands would come into conservation in fee simple title? Mr. Pressimone stated that was his understanding. Mr. Lee had questions about the 56-acre water and sewer facility currently under permitting. At Mr. Lee's request, Mr. Pressimone said he would provide information on the facility plans to the meeting attendees.



There was discussion led by Mr. Lee about the nature of the proposed property to be brought into conservation. He noted the remainder affected by the project is very high quality, well-managed long leaf pine and some wetlands. He also questioned why one area in the northeast quadrant around Lake Mary Jane Road wasn't included since it was valuable habitat.

There was discussion of the following:

1. Quality of title to the transaction
2. Opportunity for management and restoration
3. Disposition of the piece east of Lake Mary Jane Road and west of the light green area
4. Believes opportunity still exists for alignment to be moved farther south to lessen loss of good habitat and get it farther from the scrub jay area.

There was discussion that attendees should tour the property proposed for conservation. Ms. Kelley agreed and said the agency would look at any possible further shifting of the alignment to the south. Mr. Pressimone agreed, but noted the farther south the alignment is pushed, the more significant the reverse curves become.

Suzanne Arnold, of the Lake Mary Jane Alliance, asked why a pink alternative shown at the public workshop that was farther south was not being used. Mr. Pressimone noted that alternative moves the systems interchange to the south and impacts an approved development scheduled to begin construction in early 2018. He noted that alternative was no longer cost feasible once we learned about the Del Webb development south of Cyrils Road moving forward.

Ms. Arnold stated the extra land was a great benefit. She noted the road would serve as a buffer, but asked what other kinds of buffers there would be. She also asked whether there would be any compensation for any other kind of land. She also wanted to know whether how this area connects to other wildlife corridors had been considered.

Mr. Lee raised the question of wildlife crossings. Mr. Pressimone noted the next step in considering the corridor would be to refresh or re-evaluate the PD&E Study, which is when those sorts of commitments would be worked through.

Sandra Webb, of the Pine Lily Chapter of the Florida Native Plants Society, emphasized it was important to save the scrub land as well as the wetlands.

Marty Sullivan, League of Women Voters, noted biodiversity was an important part of the preserve area. He asked the environmental group's approach to assessing value or the placement of wildlife corridors. Mr. Pressimone stated that discussion had not yet come up with the Environmental Advisory Group (EAG); we will go back to them with this at the next meeting in late January.

Mr. Lee noted that a good analysis was done of wildlife corridors in the North Ranch Sector Plan. He stated there were definitely wildlife corridors between these lands in the west and east indicated in the plan, and in the peer review report of the plan.

There was further discussion about previous alternatives farther to the south. Mr. Lee noted the study by OCX was “exceedingly preliminary” and they didn’t have the benefit of a lot of the information that is available today.

There was discussion about the Governor’s Task Force showing an east extension, and the east-west movement becoming the primary movement. The task force showed the east-west corridor contiguous with the Osceola Parkway Extension; their corridor goes out to Nova Road, I-95 and Pineda Causeway into Brevard County. There was brief discussion about the challenges of a new St. Johns River Crossing.

Peter Dunkelberg, of the Florida Citizens for Science and Florida Native Plants Society, said they really need to see the land proposed. If restoration is needed it won’t be cheap and Orange County will incur the expense.

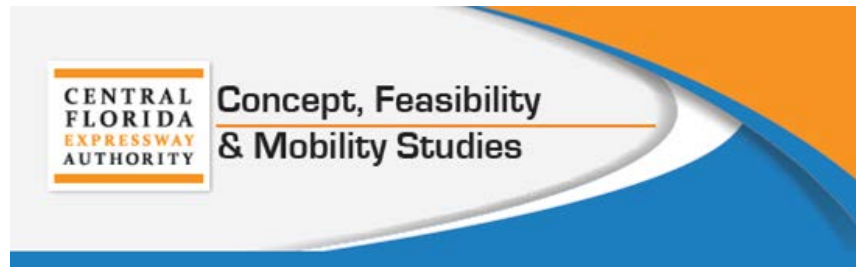


Bob Mindick, Osceola County Environmental Lands Conservation Program, reiterated concerns about the nature of the property being offered in exchange for the Split Oak impacted parcel. He asked what would happen to the yellow area (impacted parcel). Mr. Pressimone reiterated that it would be taken out of conservation.

Mr. Mindick said creating a passive recreation area or community park there would help provide some buffer, and benefit those living to the south. He noted the Florida Scenic Trail runs through the corridor to get to Moss Park; we need to make sure there is still access to the trail. “The Ranch has done an excellent job of establishing some corridors,” he said. It’s much better to have one big piece than a bunch of little straggling pieces. ... This would provide functionality and tie into a much bigger area.”

Mr. Lee stated there is a lot of value to having the light green area become managed conservation land rather than rooftops.

There was continued discussion of what may happen to the impacted parcel (yellow area). Regarding restoration of the orange grove, Mr. Lee said that should be done by the developers as part of the mitigation.



Marge Holt, of the Sierra Club, stated that the connected wetland system needs to be managed also. She said she supported compensation funding for Orange County and Osceola County. She stated what made the whole site unique was the “mosaic of wetlands and uplands, and that makes it more valuable.”

Valerie Anderson, of the Friends of Split Oak, stated concerns that the proposed impacts were largely in Osceola County while the offered land is mostly in Orange County. As an Osceola County resident, she noted how Split Oak is used by horse back riders and others who live there. She wants to be sure the property would be held by a reputable land trust. She wants another layer of protection.

Mr. Lee noted it wouldn't be an easement, but held in fee title. He suggested government entities that could oversee the property. Ms. Anderson stated the offer should not diminish what Tavistock and Deseret Ranch have to put into mitigation.

Beth Jackson, of the Orange County Environmental Protection Division, stated the county would change the future land use to preservation, which adds another layer of protection and reduces the amount of development that could ever occur on it. If future development or a road comes in, that land use would have to be changed, she added.

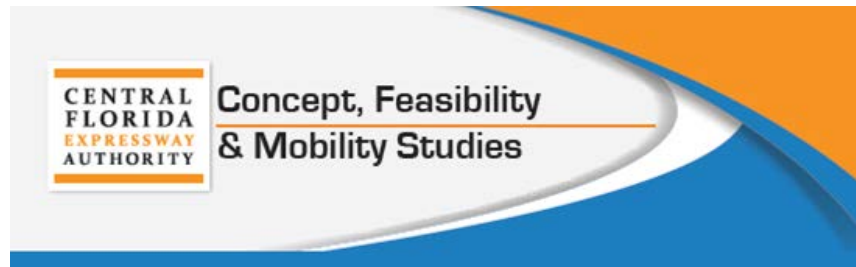
There was discussion that Alternative 4A currently would be on a bridge structure. Consideration would have to be given to what is going to happen to the yellow area, and whether a bridge or at grade with some buffering configuration would be more appropriate.

Noting that bridging was expensive, Mr. Lee stated from the standpoint of overall management of 5,000 acres of conservation land, would it be better to spend money on bridging, or on something that improves the environmental performance of the whole package.



There was brief discussion about the various wildlife species that do, or do not, benefit from controlled burning. With the yellow area no longer being in conservation nor managed, gopher tortoises would not thrive there, but brown headed nuthatch, red headed woodpecker and black bear would likely still utilize it. There was also discussion about the mitigation credits that were sold on the parcel for gopher tortoise habitat, and that matching acreage should be provided for that. There was brief discussion of the possibility of being able to burn up to the highway.

Deborah Green, Orange Audubon Society, expressed concerns about the public money that had been spent to purchase SOFWEA, including \$5 million from Orange County. “We are interested in seeing the actual land – thanks for bringing it to our attention. But skirting something that's public land should be your first choice,” she stated.



In response to a question, Mr. Pressimone noted the gopher tortoises on the impacted parcel would be relocated. There was additional discussion about the gopher tortoises. Mr. Pressimone noted that bridging, slope or sloping to a wall were options, as well as fence treatment for burrowing animals.

Ms. Holt requested CFX to reassess the use of fertilizers and pesticides, and to use Florida friendly native plants along its roadways. Mr. Pressimone noted the agency uses a native plant palette – zero scape – and does not irrigate. He and Ms. Kelley said they could discuss the chemical applications with the maintenance staff.

There was discussion that what will happen to the yellow area – development, passive recreation or a combination thereof – has yet to be determined.

Noting that the Lake Mary Jane Alliance has been working with Tavistock on the Sunbridge Parkway development, Ms. Arnold asked what standards CFX follows for stormwater treatment. Mr. Pressimone noted we permit stormwater through the Water Management District. Mr. Lee noted that one drawback to that is significantly large ponds that could eat up habitat.

Eleanor Foerste, of Eleanor Foerste Adventures and emeritus faculty for the University of Florida's Institute of Food and Agricultural Sciences (IFAS) Extension, requested maps of the proposed conservation lands showing topography, flow ways, watersheds and impacts. "I would like to see on a map what is entitled and why some areas are untouchable. ... Utilities are sacred; mitigation or preserved publicly funded land is not sacred; that is a concern," she said.

Ms. Foerste also stated she'd like to see CFX take the lead in providing community education on how development can happen in coordination with ecosystems.

The next steps were stated as:

- CFX will send the presentation to all of those invited to the meeting.
- CFX will schedule a site visit.
- Key stakeholders will reconvene in January.
- CFX will look into the feasibility of shifting the alignment further south.

There was brief discussion about some of the Sunbridge Parkway and other developments surrounding Split Oak and how shifting the systems interchange becomes cost prohibitive due to impacts. Mr. Pressimone noted the needed connection of the extension to the Northeast Connector also creates constraints.

Ms. Webb stated the importance of conservation lands for recharging the aquifer, and of plants that clean the water, provide habitat and food. While she lamented the loss of conservation land – particularly come the next hurricane – she added that it's more important to have a large conservation area "rather than little pocket parks."

Ms. Kelley closed the meeting by thanking everyone for their patience, attendance and input. She reiterated the above action items and said we would get back together for further discussion in early January. Mr. Dunkelberg requested that any updated alternatives maps be provided prior to the next meeting. In response to a question, Mr. Pressimone noted there will not be an exit from the expressway near the utility plant. It was noted an easement for the utility pipes also would have to be considered, as the plant will be servicing the master plan that has been approved in that area.

There being no further comments, the meeting ended at 3 p.m.



Study Background

As part of an interlocal agreement, CFX has incorporated portions of the Osceola County Expressway Authority (OCX) 2040 Master Plan into the CFX 2040 Master Plan.

The four corridors are: the Poinciana Parkway Extension / I-4 Connector, the Southport Connector Expressway, the Northeast Connector Expressway and the Osceola Parkway Extension. CFX began the concept studies in April 2017 and is scheduled to

complete them in 12 months.

The overall goals of these study corridors are to: improve roadway connections from I-4/SR 429 to Florida's Turnpike, to US 192, and to SR 417; provide additional traffic capacity within the study area; enhance mobility of the area's growing population and economy; reduce congestion and delays on local roads by providing a new limited-access transportation option; provide for the incorporation of transit options; and promote regional connectivity.

Study Methodology

The work includes the evaluation and documentation of the physical, natural, social and cultural environment within the corridors and the potential impacts associated with the various mobility alternatives. Transportation demands for each corridor will be determined and a range of transportation mobility options will be developed to adequately meet future demands.

Public involvement and interagency coordination are an integral part of the assessment process, and multiple opportunities for participation are being provided. The Kickoff Public Meetings are an important part of the study process and necessary to obtain public input on the four corridors under evaluation. After the public meetings, comments received from stakeholders, local agencies, officials and other



interested people will be considered; then the alignment alternatives will undergo more detailed comparative analyses and evaluations.

END OF MEETING SUMMARY

This meeting summary was prepared by Mary Brooks, Public Information Officer at QCA. It is not verbatim, but is a summary of the meeting activities and overall discussion. If you feel something should be added or revised, please contact Mary Brooks by email at mary.brooks@qcausa.com or by telephone 407-694-5505 within five (5) days of receipt of this summary.

DRAFT

PERFORMANCE DASHBOARD

OCTOBER 2017

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Wait Time		
	Actual	6 mo. Avg	Actual	Target	
Service Center: East	6,487	8,813	2:17	<5m	■
Service Center: West	2,900	3,384	1:48	<5m	■

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

	Actual	6 mo. Avg	Wait Time	Target	
Call Center	86,521	76,122	1:34	<1m	■

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	49 ■	50 ■
SR 417 Int'l Dr. to Seminole Co. Line	55-70	66 ■	61 ■
SR 528 Sand Lake Rd. to SR 520	70	63 ■	61 ■
SR 429 Seidel Rd. to SR 414	70	63 ■	66 ■
SR 451 SR 429 to US 441	65	61 ■	65 ■
SR 414 US 441 to US 441	65	63 ■	63 ■

LEGEND: <10 ■ 11-20 ■ >= 21 ■

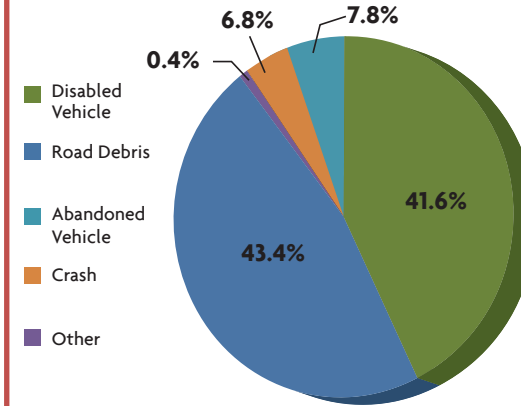
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange (Phase II)	\$63.7	\$2.5	4%	8%	■
SR 429 Systems Interchange	\$82.3	\$69.0	84%	89%	■
SR 408 Widening from SR 417 to Alafaya Trail	\$76.3	\$0	0%	0%	■
SR 453, Lake County Line to SR 46	\$49.6	\$44.0	90%	89%	■
SR 528/Innovation Way Interchange	\$62.4	\$52.5	84%	76%	■
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$29.4	76%	79%	■

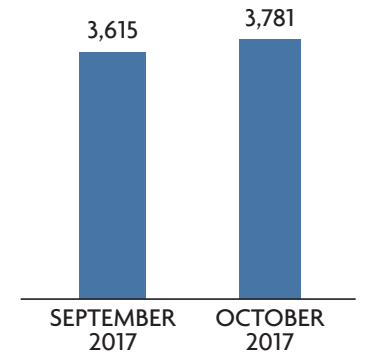
LEGEND: Spent vs. Time <10 ■ 11-20 ■ >= 21 ■

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
Oct. 2017	16	14

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$134.1	\$142.2	-6% ■
OM&A Expenses	\$18.6	\$21.1	12% ■
Net Revenue	\$59.3	\$64.5	-8% ■

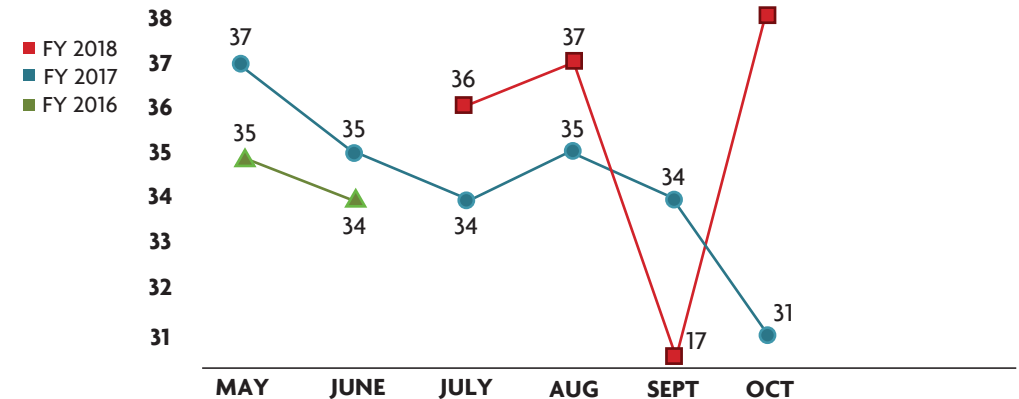
LEGEND: >/= 0 ■ -1 to -10 ■ < /= -10 ■

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.20	2.23 ■
Subordinate Lien	2.10	2.12 ■

LEGEND: >1.45 ■ 1.21 to 1.44 ■ < /= 1.2 ■

TOTAL TRANSACTIONS ON CFX SYSTEM* (millions)



*All plazas had tolls suspended in Sept. due to Hurricane Irma from 9/5/17 until 9/21/17.

F. 1.

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

F. 2.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire slide is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Wekiva Parkway & Protection Act

Glenn Pressimone, Director of Engineering

— December 14, 2017 —

A Brief History (with focus on interchanges)

1988

FL Legislature enacts Wekiva River Protection Act

Sept. 2002

Gov. Bush creates Wekiva Basin Area Task Force

Jan. 2003

Wekiva Basin Area Task Force Final Report

July 2003

Gov. Bush appoints Wekiva River Basin Coordinating Committee

March 2004

Wekiva Basin Coordinating Committee (WRBCC) Final Report

June 2004

FL Legislature enacts Wekiva Parkway & Protection Act, which is signed by Gov. Bush (Effective July 1, 2004)

Dec. 2004

CFX (then OOCEA) & FDOT begin PD&E Study

Feb. 2007

Apopka City Council gives formal route approval for the Wekiva Parkway.

March 2007

Orange County Board of County Commissioners approves the Kelly Park Road alternative.

Dec. 2010

Apopka City Council adopts the Interchange Land Use Plan (ILUP) for the proposed Wekiva Parkway interchange area at Kelly Park Road.

May 11, 2012

Federal Highway Administration grants location & design concept acceptance for the parkway, adopting the Finding of No Significant Impact.

A Brief History (with focus on interchanges)

1988

FL Legislature enacts Wekiva River Protection Act (Fla. Stat., Ch. 369, Part II)



Purpose:

- Protect Wekiva River System resources
- Delineate Wekiva River Protection Area (Lake, Orange & Seminole Counties)

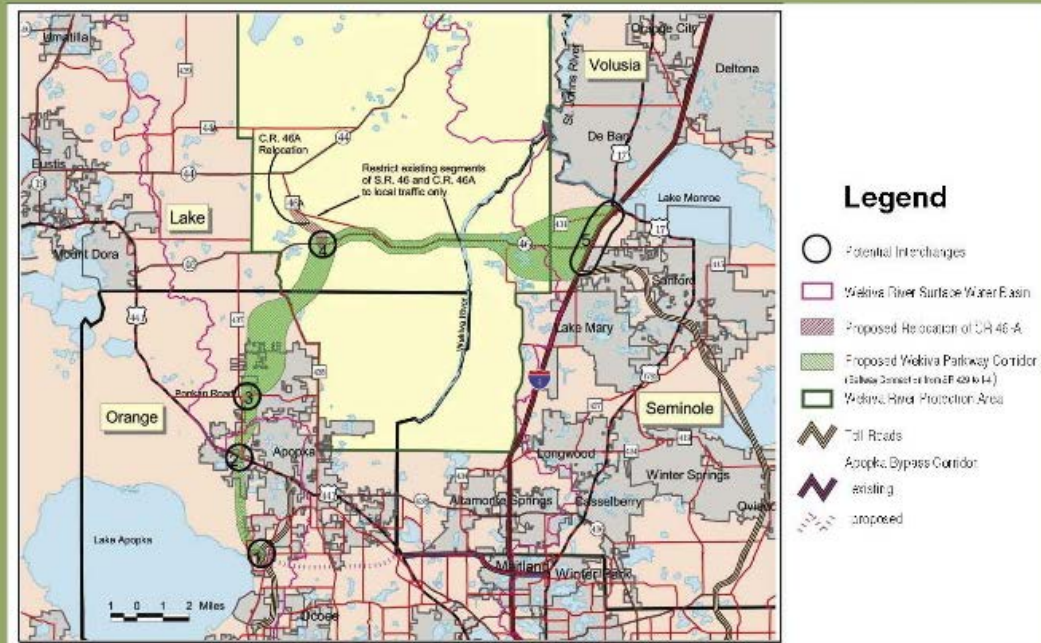
A Brief History

Sept. 2002

Gov. Bush creates Wekiva Basin Area Task Force (Exec. Order 2002-259)

RECOMMENDATIONS

Figure 3. Recommended Corridor for the Wekiva Parkway with Potential Interchange Locations

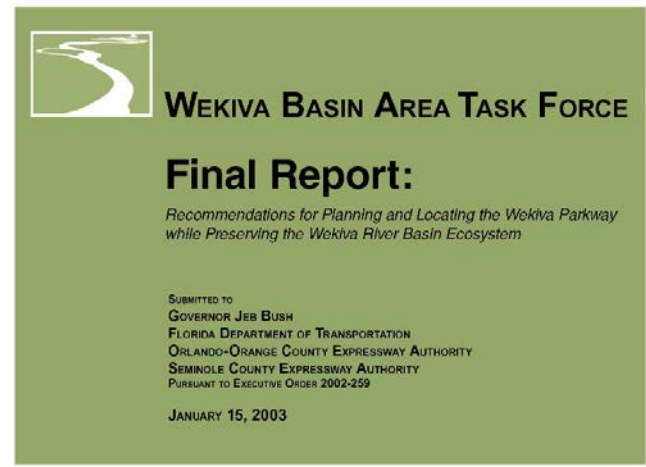


Source: Wekiva Basin Area Task Force Report, January 16, 2002

Purpose:

- Recommend most appropriate expressway location to connect SR 429 to I-4
- Provide greatest protection to Wekiva Basin ecosystem

A Brief History



Jan. 2003

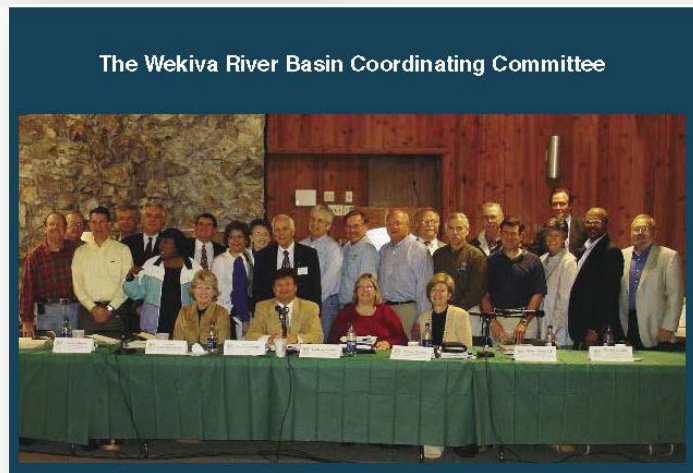
July 2003

Wekiva Basin Area Task Force Final Report

Gov. Bush appoints Wekiva River Basin Coordinating Committee (Exec. Order 2003-112)

Purpose:

- Build upon Task Force recommendations to protect the Wekiva Basin ecosystem
- Identify land use planning strategies & development standards that protect property rights as well as surface & groundwater resources



A Brief History

March 2004

June 2004

Wekiva Basin Coordinating Committee (WRBCC) Final Report

FL Legislature enacts Wekiva Parkway & Protection Act, which is signed by Gov. Bush (Effective July 1, 2004)



WEKIVA RIVER BASIN
COORDINATING COMMITTEE
FINAL REPORT

*Recommendations for Enhanced
Land Use Planning Strategies
and Development Standards to
Protect Water Resources of the
Wekiva River Basin*



MARCH 16, 2004



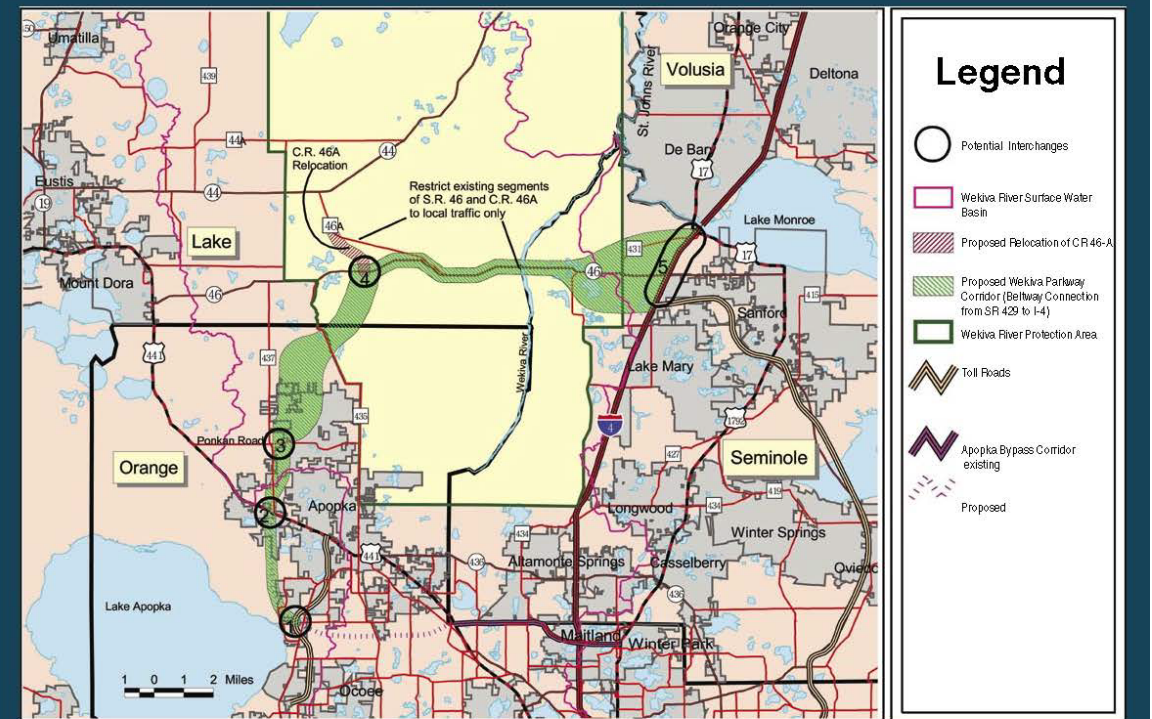
Wekiva Parkway & Protection Act

Act adopts WRBCC Final Report recommendations.

Limited the number of parkway interchanges:

- SR 429 / SR 414 Systems Interchange
- US 441
- Single local interchange between US 441 & SR 46
- SR 46 (CR 46A Realignment)
- I-4

Figure 3. Recommended Corridor for the Wekiva Parkway with Potential Interchange Locations

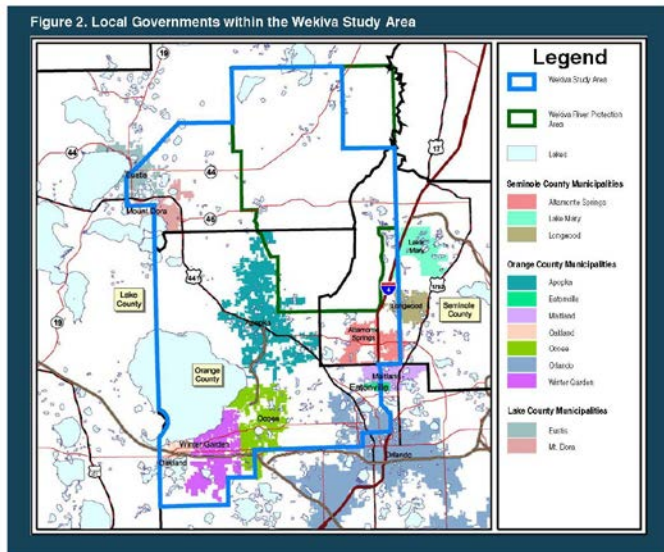


Source: Wekiva Basin Area Task Force, January 15, 2003

Wekiva Parkway & Protection Act

Dec. 2004

Act adopted WRBCC Recommendation 2 (Task Force #13) requiring local governments with an interchange to adopt interchange land use plans into their comprehensive plans.



Feb. 2007



CFX (then OOCEA) & FDOT began PD&E Study

Possible local interchange locations between US 441 & SR 46:

- Ponkan Road
- Kelly Park Road

Apopka City Council gave formal route approval for the Wekiva Parkway. City later said Kelly Park Road interchange location was acceptable.

Wekiva Parkway & Protection Act

March 2007



Orange County Board of County Commissioners approved the Kelly Park Road alternative as the local access interchange recommendation.

Dec. 2010



Apopka City Council adopted the Interchange Land Use Plan (ILUP) for the proposed Wekiva Parkway interchange area at Kelly Park Road.

May 11, 2012



Federal Highway Administration granted location & design concept acceptance for the parkway, adopting the Finding of No Significant Impact.

- Local interchange location (between US 441 & SR 46) has remained at Kelly Park Road throughout parkway design and construction.
- Per the Act, no additional local interchanges are permitted within the Wekiva Parkway corridor.

A Brief History (with focus on interchanges)

1988

FL Legislature enacts Wekiva River Protection Act

Sept. 2002

Gov. Bush creates Wekiva Basin Area Task Force

Jan. 2003

Wekiva Basin Area Task Force Final Report

July 2003

Gov. Bush appoints Wekiva River Basin Coordinating Committee

March 2004

Wekiva Basin Coordinating Committee (WRBCC) Final Report

June 2004

FL Legislature enacts Wekiva Parkway & Protection Act, which is signed by Gov. Bush (Effective July 1, 2004)

Dec. 2004

CFX (then OOCEA) & FDOT begin PD&E Study

Feb. 2007

Apopka City Council gives formal route approval for the Wekiva Parkway.

March 2007

Orange County Board of County Commissioners approves the Kelly Park Road alternative.

Dec. 2010

Apopka City Council adopts the Interchange Land Use Plan (ILUP) for the proposed Wekiva Parkway interchange area at Kelly Park Road.

May 11, 2012

Federal Highway Administration grants location & design concept acceptance for the parkway, adopting the Finding of No Significant Impact.

F. 3.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a bold, sans-serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The text is contained within a white rectangular box with orange horizontal bars above and below it.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Osceola Parkway Extension

Glenn Pressimone, Director of Engineering

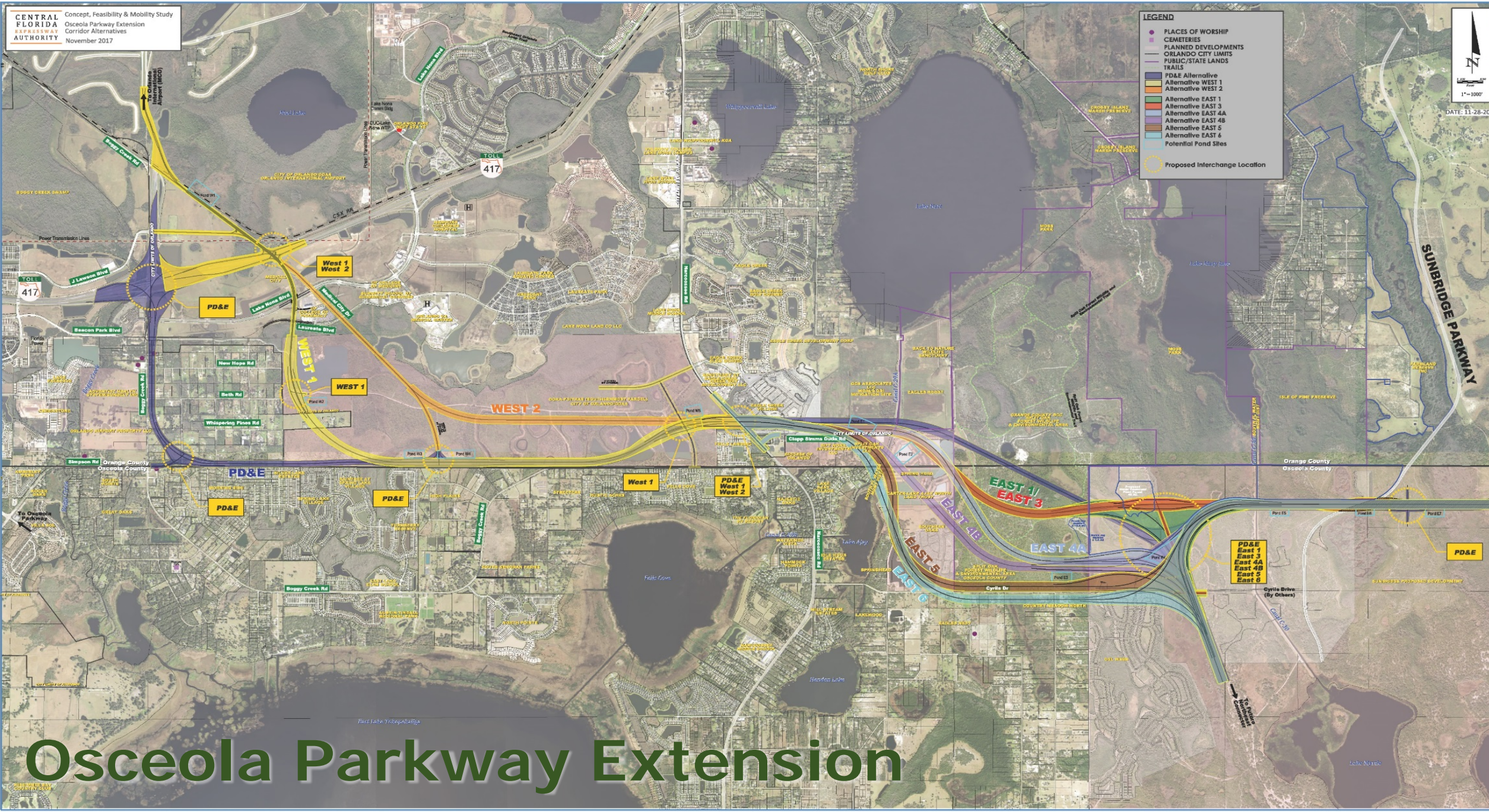
— December 14, 2017 —

LEGEND

- PLACES OF WORSHIP
- CEMETERIES
- PLANNED DEVELOPMENTS
- ORLANDO CITY LIMITS
- PUBLIC/STATE LANDS
- TRAILS
- PD&E Alternative WEST 1
- Alternative WEST 2
- Alternative EAST 1
- Alternative EAST 3
- Alternative EAST 4A
- Alternative EAST 4B
- Alternative EAST 5
- Alternative EAST 6
- Potential Pond Sites
- Proposed Interchange Location

1" = 1000'

DATE: 11-28-2017



Osceola Parkway Extension

RECOMMENDED MOTION

Authorization to engage in discussions and consider potential right-of-way offers in the viability calculations for this project as part of the Concept, Feasibility and Mobility Study process for the Osceola Parkway Extension.

The logo for the Central Florida Expressway Authority is centered in the upper half of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire image is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

A dark, semi-transparent horizontal bar spans the width of the image at the bottom. The words 'THANK YOU' are written in large, white, bold, sans-serif capital letters across the center of this bar. In the background, a dark SUV is visible on the road, and the concrete structure of the highway interchange is partially visible.

THANK YOU

F. 4.

I4Ultimate.com

Your source for improvements to I-4 in Orange and Seminole counties



SR 408 Eastbound Ramp 10C Temporary Closure Request

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Loreen C. Bobo, P.E., FDOT Construction Program Manager

December 14, 2017





Project's Request to CFX

- Allow an alternative design to the SR 408 Eastbound Ramp to Orange Avenue at Lake Lucerne (Exit 10C).
 - Alternative Design retains the alignment of Exit 10C
 - Alternative design requires a temporary full closure of the ramp to reconstruct the approach.
- Temporary Closure will be 140 calendar days starting between August 2018 and August 2019. A minimum of 60 days notice of the closure date will be provided.



Project's Request to CFX

- Project's concept proposal has been reviewed by FDOT, CFX, and City of Orlando (Staff)
 - Final plans including temporary traffic control plans (including detours) will be shared with CFX and City of Orlando for review and approval.
- The temporary closure of Exit 10C necessitates a detour.
 - Detour will be the Mills Avenue off ramp (Exit 11B) (The exit after 10C)
 - Anticipate traffic will also use OBT off ramp (Exit 9)
 - Temporary traffic control improvements will be made in both of these intersection areas.

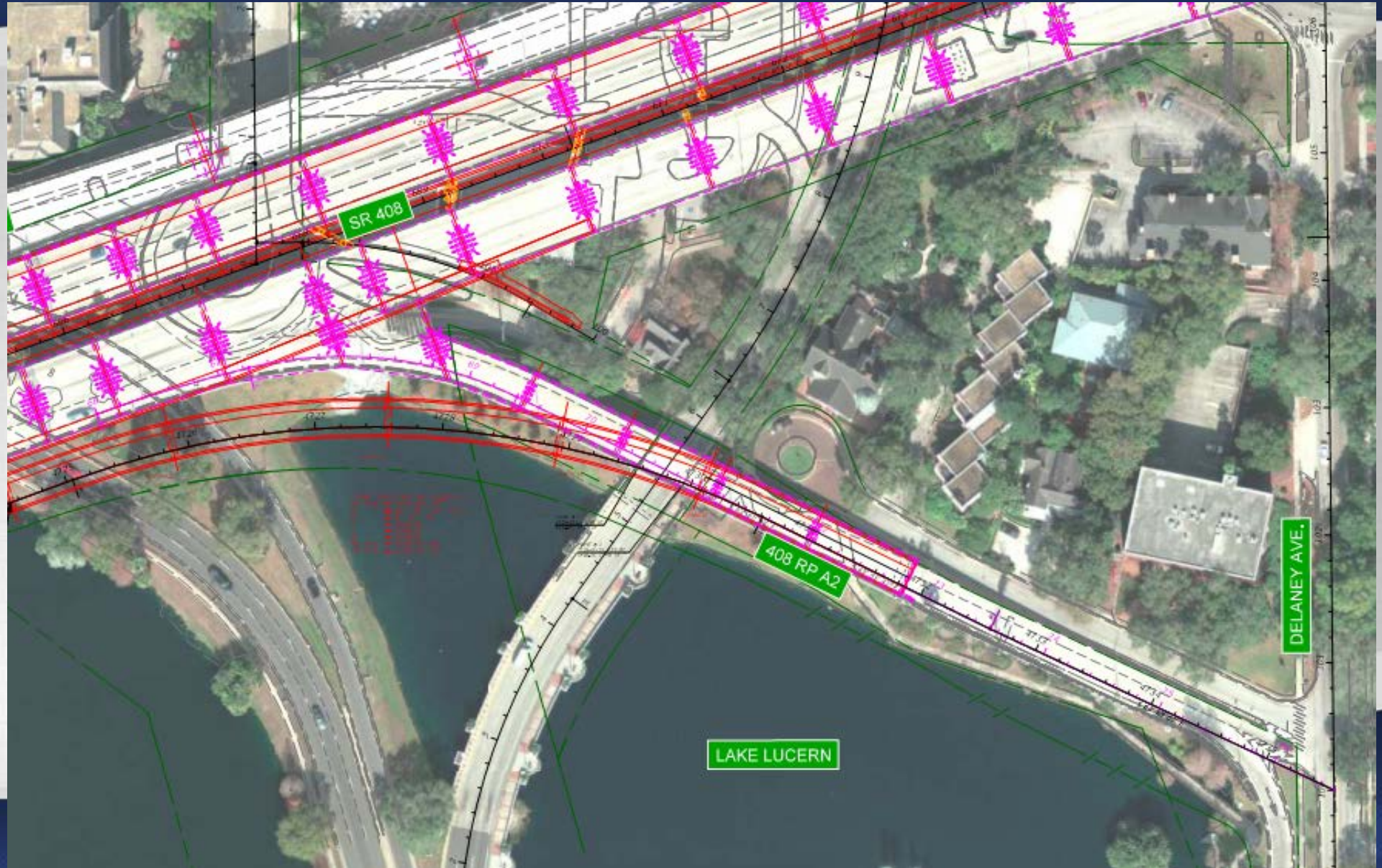


Project's Request to CFX

- Detour to Mills Avenue (Exit 11 B)
 - CFX customers will not pay toll during the 140 day closure of Exit 10C.
- FDOT will reimburse CFX for revenue not collected from customers during this time at Exit 11 B.
 - Reimbursement made via Amendment to existing Inter Local Agreement (ILA Dated 6/16/2014)
 - Amendment presented today for approval



Alternative Design

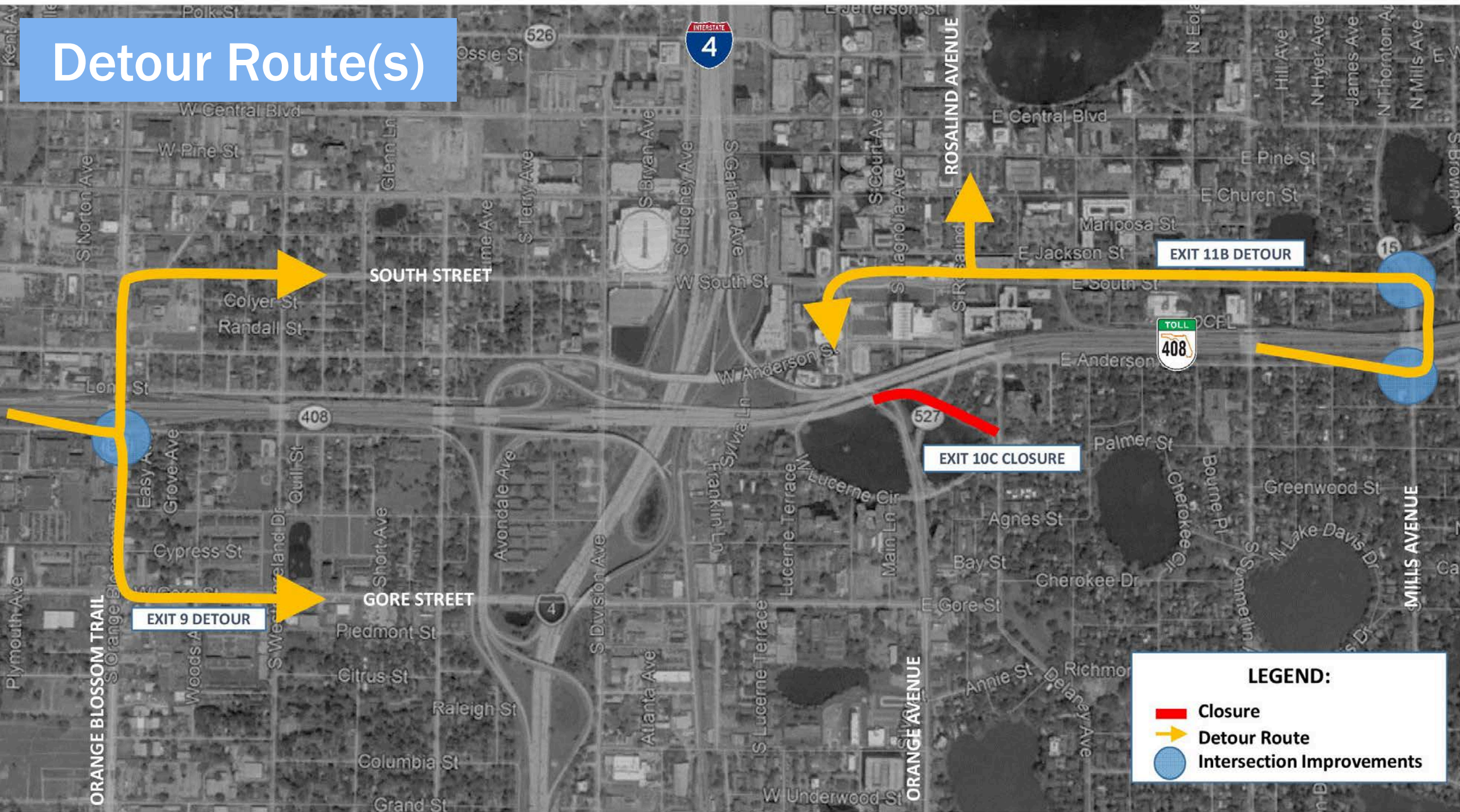




Advantages of Alternative Design

- **Significantly reduces construction and environmental impacts:**
 - **Eliminates fill in Lake Lucerne**
 - **Retains the existing pedestrian pathway along Lake Lucerne**
 - **Reduces the overall construction duration in this area**
 - **Reduces vibration and dust**
 - **Maintains existing view from the Dr. Phillips House**
- **Reduces the impact to neighbors by approximately 130 calendar days (estimated)**

Detour Route(s)



LEGEND:

-  Closure
-  Detour Route
-  Intersection Improvements



Mitigation Measures

- Extensive simulation and review of the concepts were performed to assure no impacts to CFX mainline and local road network
 - Reviews by CFX, City of Orlando, and FDOT
- Detour signing will be designed and installed
- Improvements to the Mills/South and Anderson, and OBT/Carter intersections during temporary closure



Mitigation Measures

- Extensive public outreach will be undertaken
 - Including but not limited to detour maps for print and websites, Public Service Videos for use in various media outlets
 - Leading up to closure
 - During Closure
- FDOT will closely monitor the detour when in place, and be available to the City of Orlando and CFX and any other parties who have questions or concerns during that time



Requested Adoption

Recommended Motion:

Board approval of the First Amendment to Interlocal Agreement between The Central Florida Expressway Authority, and the Florida Department of Transportation for the Local Funding Contribution to the Interchange at Interstate Highway 4 and State Road 408



Loreen Bobo, P.E.

FDOT I-4 Ultimate Program Manager

Loreen.Bobo@dot.state.fl.us

1.844.ULT.INFO (858.4636)

407.670.2341 (Office)



I4Ultimate.com

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and
THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR
THE LOCAL FUNDING CONTRIBUTION TO THE INTERCHANGE AT
INTERSTATE HIGHWAY 4 AND STATE ROAD 408**

This First Amendment to Interlocal Agreement (“Amendment”), is entered into this _____ day of _____, 2017, by the Central Florida Expressway Authority (“AGENCY”), and the Florida Department of Transportation, (“DEPARTMENT”);

RECITALS:

A. The AGENCY and the DEPARTMENT are parties to an Interlocal Agreement for the Local Funding Contribution to the Interchange Project at Interstate Highway 4 and State Road 408 dated June 16, 2014 (the “Interlocal Agreement”) for reconstruction of the interchange at Interstate 4 and State Road 408 (the “Interchange Project”).

B. As part of the Interchange Project, the DEPARTMENT’s agreement with its Concessionaire, I-4 Mobility Partners OpCo, LLC (the “Concessionaire”), on the I-4 Ultimate Project includes the reconstruction of the off-ramp from eastbound State Road 408 (“SR 408”) at Exit 10C, in accordance with the CFX Concepts and CFX Design Criteria (previously referred to as the OOCEA Concepts and OOCEA Design Criteria in the Interlocal Agreement) (the “Exit 10C Improvements”).

C. The approved concept and design for the Exit 10C Improvements would not have required closing the existing Exit 10C for any extended period during construction.

D. The DEPARTMENT has determined that it is not feasible to construct the Exit 10C Improvements within the existing right-of-way. The DEPARTMENT’s Concessionaire has proposed a redesign of the Exit 10C Improvements that will not require the use of additional right-of-way, but will require a temporary closure of the ramp at Exit 10C from eastbound SR 408.

E. The AGENCY does not collect a toll at Exit 10C from SR 408 eastbound. To ensure continued mobility and traveler safety and convenience in the vicinity of the Interchange Project during any required temporary closure of Exit 10C, the AGENCY is willing to suspend the toll it currently collects at Exit 11B, the next exit from SR 408 eastbound, for the duration of the temporary closure of Exit 10C, contingent upon the DEPARTMENT’s agreement to compensate the AGENCY for its loss of toll revenue at Exit 11B.

F. The parties desire to amend the Interlocal Agreement to authorize the DEPARTMENT to enter into a modification to the Concession Agreement providing for the redesign and construction of improvements to Exit 10C in a manner that will not require the use of additional right-of-way, establish an understanding concerning the compensation to be paid, the conditions of the temporary closure of Exit 10C, and the method by which the compensation will

be offset against the funding due by AGENCY to the DEPARTMENT pursuant to the Interlocal Agreement.

AGREEMENT

The AGENCY and the DEPARTMENT agree as follows:

1. The recitals stated above are true and correct and are incorporated in this Amendment.

2. Any terms not defined in this Amendment shall have the meanings given in the Interlocal Agreement.

3. This Amendment shall lapse, and be of no force or effect, if the Supplemental Agreement identified in section 4 of this Amendment is not entered into between the DEPARTMENT and the Concessionaire within twenty-six (26) months of the date of this Amendment.

4. The Interlocal Agreement is amended by adding a new Section 11 as follows:

11. As provided in this section, a portion of the Interchange Project may be completed in a manner not reflected in the CFX Concepts and CFX Design Criteria (previously referred to as the OOCEA Design Concepts or OOCEA Design Criteria).

(A) The terms and provisions of this section are contingent on the DEPARTMENT entering into a Supplemental Agreement with the Concessionaire that provides for the design and reconstruction of the off ramp from eastbound S.R. 408 at Exit 10C in a manner that does not require acquisition of any additional right-of-way, but will require closure of Exit 10C, as generally described and depicted in Exhibit "F" (the "Alternate 10C Design").

(B) Notwithstanding the provisions of section 6 of this Agreement, the AGENCY consents to redesign and reconstruction of the off-ramp from eastbound S.R. 408 at Exit 10C as part of the Interchange Project in accordance with the Alternate 10C Design and the anticipated Supplemental Agreement with the Concessionaire. The AGENCY consents to closure of the off-ramp from eastbound SR 408 at Exit 10C by the Concessionaire as part of the Interchange Project in accordance with the Alternate 10C Design, the anticipated Supplemental Agreement with the Concessionaire, and the terms of this section 11. The anticipated detour plans for the closure (which will detour traffic that would otherwise exit SR 408 at the closed Exit 10C to Exit 9 at South Orange Blossom

Trail and Exit 11B at Mills Avenue) are attached as Exhibit “G”. The DEPARTMENT has reviewed the concept temporary traffic control plans and detours for the temporary closure, including the associated analysis, with the AGENCY and the City of Orlando. The DEPARTMENT will continue to engage the AGENCY and the City of Orlando throughout the final design process and the 140 day temporary closure and associated detours. Any concerns regarding the temporary traffic control plans and detours that are relayed to the DEPARTMENT by the AGENCY or the City of Orlando will be addressed appropriately and timely by the DEPARTMENT.

(C) Construction of the Interchange Project incorporating the Alternate 10C Design is anticipated to require a temporary closure of the exit ramp from eastbound SR 408 at Exit 10C for up to 140 days. The temporary closure is anticipated to begin during the period beginning August 1, 2018 and ending August 1, 2019. The DEPARTMENT will provide updates to the AGENCY of the current best estimate of the beginning of the temporary closure. The DEPARTMENT will notify the AGENCY of the actual required closure start date at least sixty (60) days in advance.

(D) In connection with the closure of the exit ramp from SR 408 at Exit 10C for the purpose of construction of the Alternate 10C Design and removal by the AGENCY of the toll charged at Exit 11B, the AGENCY shall be entitled to compensation (“Toll Revenue Loss Offset”) for its loss of toll revenue at Exit 11B. The amount of Toll Revenue Loss Offset will be calculated by multiplying: (i) the number of days Exit 10C is closed for construction of the Alternate 10C Design during which the AGENCY has removed the toll charged at Exit 11B; by (ii) the average gross daily toll revenue of the AGENCY at Exit 11B over the 140 days immediately preceding the beginning of the temporary closure.

(E) In lieu of direct payments by the DEPARTMENT to the AGENCY, the AGENCY will offset the total Toll Revenue Loss Offset against the amounts to be paid to the DEPARTMENT by the AGENCY on July 31, 2019 under the terms of this Agreement. If the temporary closure and removal of the toll charged at Exit 11B extends past July 31, 2019, the AGENCY shall: (i) offset the Toll Revenue Loss Offset calculated for the period through July 31, 2019 against the amounts to be paid to the DEPARTMENT by the AGENCY on July 31, 2019 under the terms of this Agreement; and (ii) withhold an additional Two Hundred Fifty Thousand Dollars (\$250,000) from the July 31, 2019,

payment otherwise due under the terms of this Agreement. When the temporary closure ends, the AGENCY shall deduct the amount of the Toll Revenue Loss Offset for the period after July 31, 2019 (and the AGENCY portion of any assessment as provided in paragraph (F) below) from the retained Two Hundred Fifty Thousand Dollars (\$250,000), and, within forty (40) days, pay the balance of the retained Two Hundred Fifty Thousand Dollars (\$250,000) to the DEPARTMENT.

(F) The anticipated Supplement Agreement for the Alternate 10C Design will require the Concessionaire to compensate the DEPARTMENT Eight Thousand Dollars (\$8,000) for each day the exit ramp from eastbound SR 408 at Exit 10C is closed after the first 140 days of the closure (the "10C Closure Compensation"). The AGENCY will be entitled to one-half of the amount of the 10C Closure Compensation due to the DEPARTMENT from the Concessionaire. The AGENCY will deduct its share of the 10C Closure Compensation (if any) from the amounts to be paid to the DEPARTMENT by the AGENCY on July 31, 2019 under the terms of this Agreement. If the temporary closure and removal of the toll charged at Exit 11B extends past July 31, 2019, the AGENCY shall deduct its share of the 10C Closure Compensation from the amount withheld from the July 31, 2019 payment in accordance with paragraph (E) of this section 11.

5. Paragraphs 11 through 26 of the Agreement are renumbered as paragraphs 12 through 27.

6. Exhibit "F" attached to this Amendment is designated Exhibit "F" to the Agreement.

7. Exhibit "G" attached to this Amendment is designated Exhibit "G" to the Agreement.

8. Other than as expressly stated in this Amendment, the terms and conditions of the Interlocal Agreement remain in full force and effect.

9. This Amendment may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date(s) set forth below.

CFX

**FLORIDA DEPARTMENT
OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Mike Dew

Title: _____

Title: Secretary

Date: _____

Date: _____

Attest:

Legal Review:

Executive Assistant

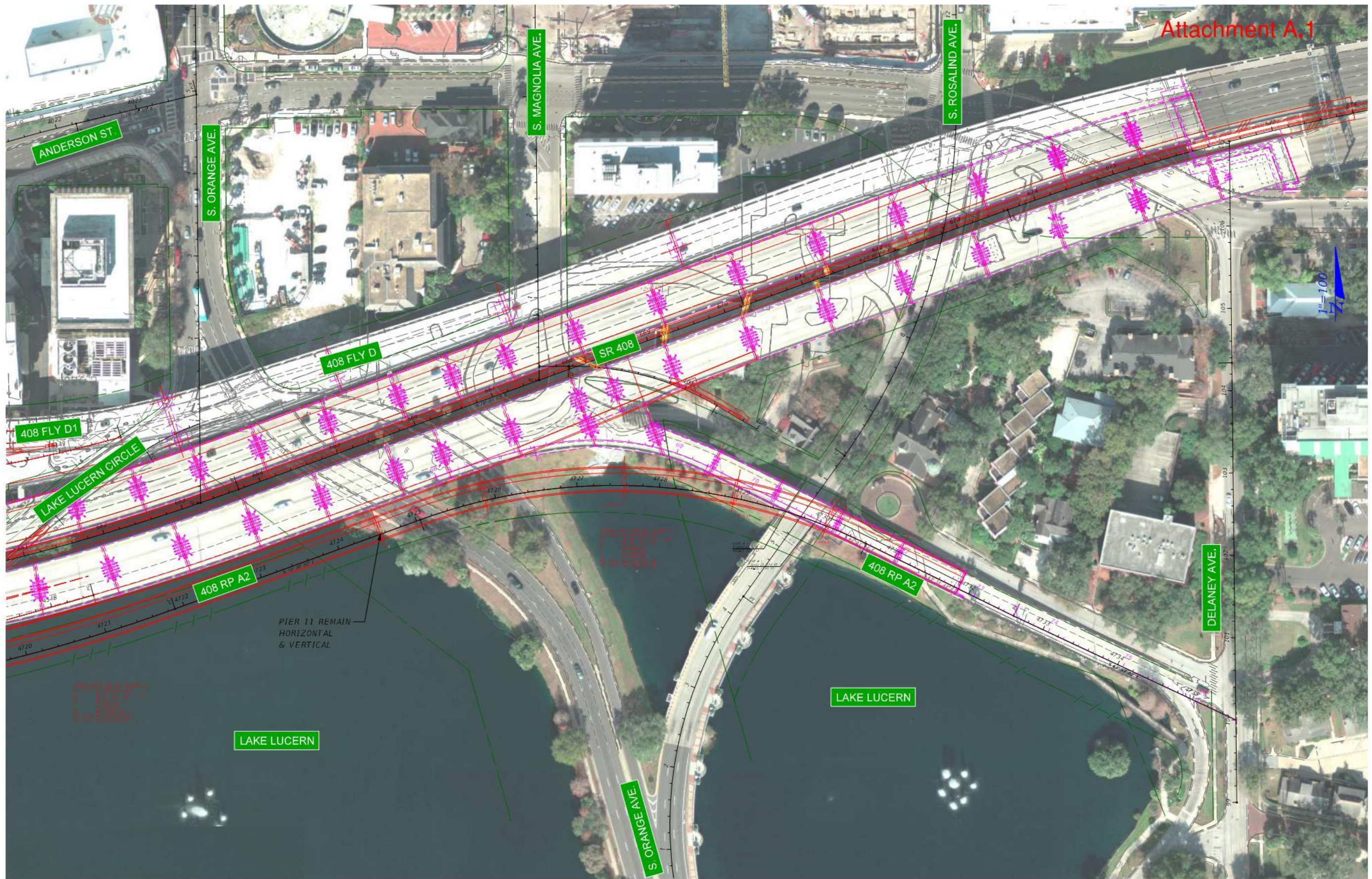
Legal Review

Legal Review:

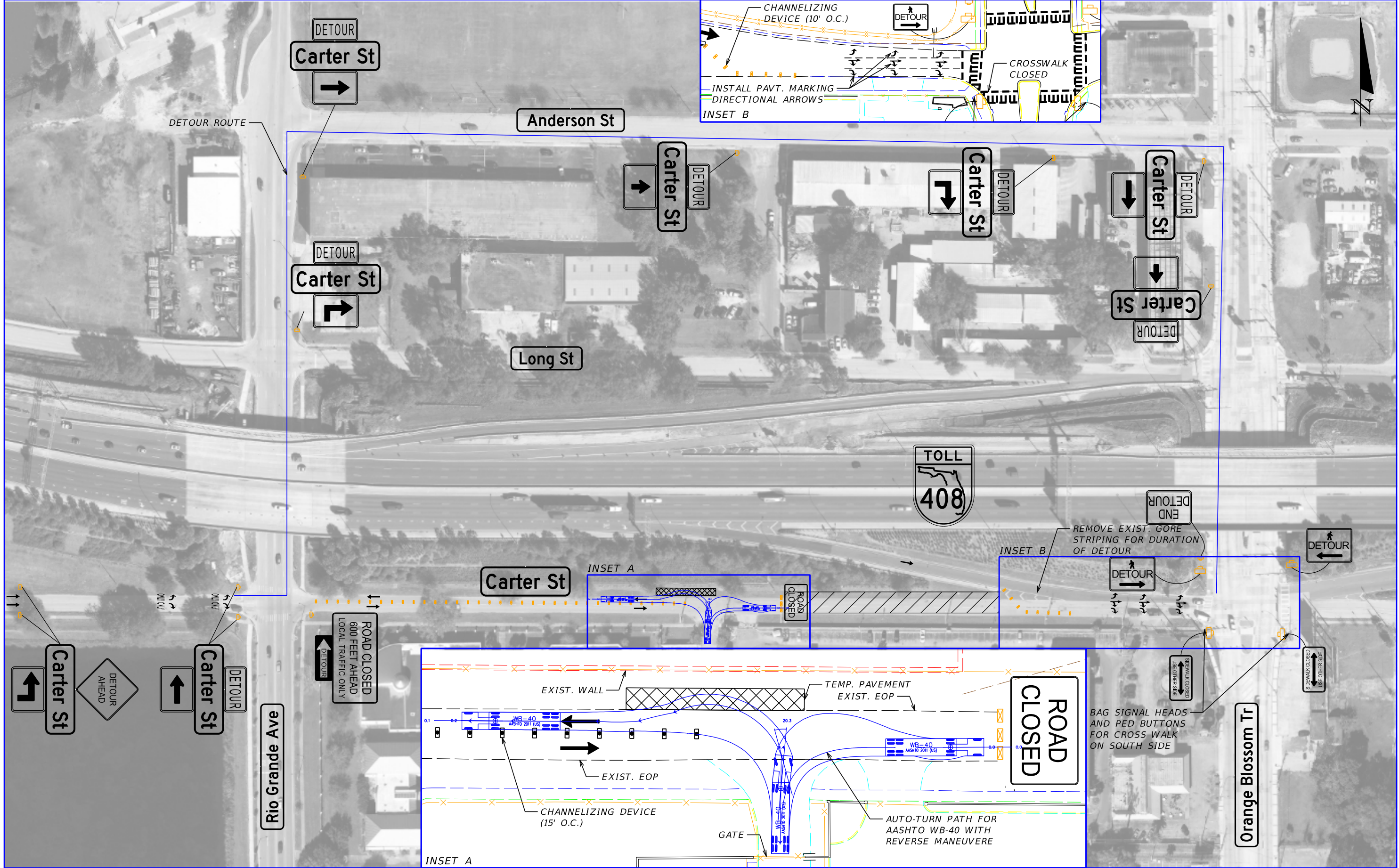
Financial Provision Approval by
Office of Comptroller:

General Counsel

Financial Provision Approval



REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EXHIBIT F ALTERNATE 10C DESIGN	SHEET NO. F
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				400	ORANGE	432193-1-52-01		

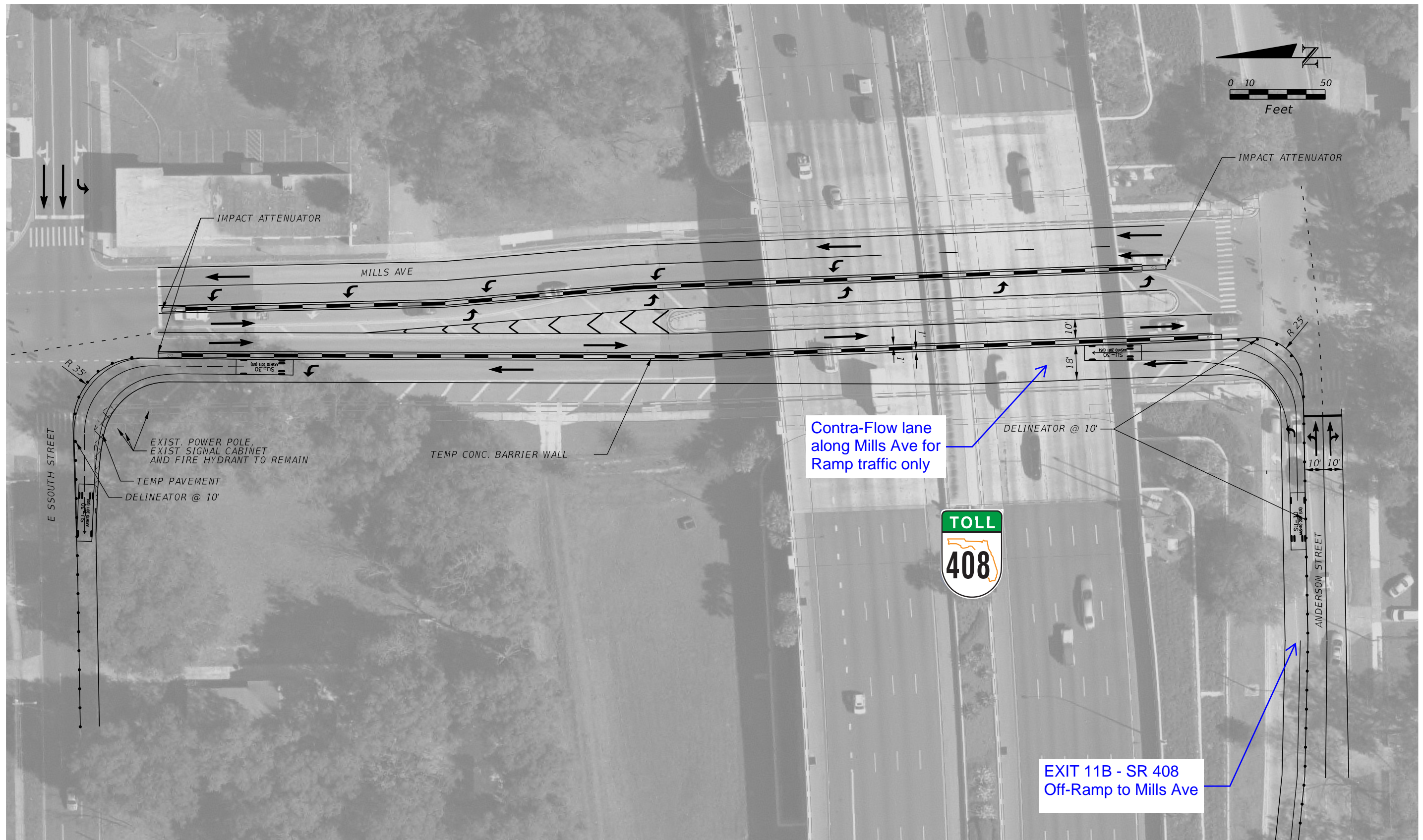


REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
400	ORANGE	432193-1-52-01

EXHIBIT G
EXIT 9 - EB ORANGE BLOSSOM TRAIL
OFF-RAMP MODIFICATION FOR DETOUR

SHEET NO.
G-1



				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			EXHIBIT G EXIT 11B - EB MILLS AVENUE OFF-RAMP MODIFICATION FOR DETOUR		SHEET NO.
				400	ORANGE	432193-1-52-01			G-2

**INTERLOCAL AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF TRANSPORTATION
THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
THE LOCAL FUNDING CONTRIBUTION TO THE INTERCHANGE AT
INTERSTATE HIGHWAY 4 AND STATE ROAD 408**

BOB INZER, CLERK OF COURTS

This INTERLOCAL AGREEMENT ("Agreement"), entered into this 16th day of June, 2014, between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("DEPARTMENT") and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, created pursuant to Chapter 348, Part III, Florida Statutes ("AGENCY").

RECITALS:

A. On July 27, 2012, DEPARTMENT staff presented to the governing board of the AGENCY an analysis of the DEPARTMENT's proposed cost sharing for the reconstruction of the Interchange at Interstate Highway 4 ("I-4") and State Road 408 ("SR 408"), including without limitation the mainline, ramps, widened (or replaced) viaduct, right-of-way, landscaping and the scope of services set forth in Exhibit "A" hereto (collectively, the "Interchange Project"), necessitated by the DEPARTMENT's undertaking of the overall Financial Management ("FM") Number 432193-1-52-01 project ("I-4 Ultimate Project") to accommodate the bridging of I-4, the new width, and express lanes of I-4; and

B. The AGENCY contributed over \$57,000,000 toward the cost of the Interim I-4 Interchange at SR 408 (FM Numbers 242484-2-43-01, 242484-2-52-01, 242484-2-62-01 and 242484-2-56-01 (the "Interim Project")) which the DEPARTMENT completed in 2009. The DEPARTMENT has requested an additional contribution of \$230,000,000 from the AGENCY to complete the Interchange Project based on the DEPARTMENT's 2012 total estimated cost of \$626,503,374; and

C. On August 29, 2012, the AGENCY's governing board unanimously passed a motion to contribute an upset limit of \$230 million toward the Interchange Project to be appropriated as payments of \$75 million in the Fiscal Year beginning July 1, 2017, \$75 million in the Fiscal Year beginning July 1, 2018, and \$80 million in the Fiscal Year beginning July 1, 2019, with any availability payment savings resulting from the DEPARTMENT's final Concession Agreement for the I-4 Ultimate Project being shared on an equal percent basis with the AGENCY; and

D. The DEPARTMENT is now prepared, in accordance with its Adopted Five Year Work Program, to undertake the I-4 Ultimate Project, including the Interchange Project and intends to enter into that certain Concession Agreement, Contract #E5W13 (“Concession Agreement”), with I-4 Mobility Partners (“Concessionaire”), expecting to commence construction of the I-4 Ultimate Project in early 2015; and

E. The DEPARTMENT has now requested that the terms and conditions of the AGENCY contribution to the Interchange Project be memorialized into this Agreement; and

F. The AGENCY, understanding that the availability of the contribution payments is predicated on the current adopted toll policy and toll schedule identified in Chapter 2-9, Section 2-9.001 of the AGENCY’s Policies and Procedures, is willing to make the commitments set forth herein and has determined that such contribution toward the Interchange Project will serve the public’s interest and the best interests of the AGENCY.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. This Agreement is entered into by the DEPARTMENT and the AGENCY under the authority of Section 163.01, Florida Statutes. The parties hereto find the Recitals set forth above to be true and correct and agree they are incorporated herein by this reference.

2. The DEPARTMENT hereby certifies that the estimated remaining costs of constructing the “AGENCY’s portion of the Interchange Project” (meaning the Interchange Project excluding the I-4 mainline and the I-4 eastbound and westbound ramps to SR 408 eastbound and westbound) exceeds the \$230,000,000 in contribution payments to come from the AGENCY.

3. The DEPARTMENT agrees to share with the AGENCY ten percent (10%) of the availability payment savings, if any, realized from the awarded Concession Agreement on the I-4 Ultimate Project over a projected 35 year period. The availability payments will commence on substantial completion of the I-4 Ultimate Project. The availability payment savings will be those savings, if any, realized in comparison to the DEPARTMENT’s upset limit detailed in Exhibit “B” hereto. The DEPARTMENT and the AGENCY will reconcile the payments with respect to any availability payments savings realized every ten (10) years and make payment of said savings, commencing with the tenth anniversary of the date of substantial completion of the I-4 Ultimate Project, and with a final reconciliation on the date of the payment of the final availability payment for the I-4 Ultimate Project.

4. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all obligations of the parties hereto, unless otherwise expressly provided herein. Subject to the provisions of this Agreement, the DEPARTMENT agrees to construct the Interchange Project. The DEPARTMENT agrees not to amend the Interchange Project without the prior written consent of the AGENCY.

5. The AGENCY previously provided concept drawings ("OOCEA Concepts") of the Interchange Project to the DEPARTMENT for review and consideration. The DEPARTMENT has determined that the OOCEA Concepts and the I-4 Ultimate Project design plans are consistent and has agreed to incorporate the OOCEA Concepts into its plans for the I-4 Ultimate Project and the Request for Proposals therefor. As outlined in Paragraph 19 of this Agreement, the AGENCY agrees to retain consultant representatives to be used throughout the construction duration of the Interchange Project and for a sufficient time after completion of construction to provide consultation to the DEPARTMENT concerning any design and construction issues involving the Interchange Project. Any and all costs associated with the AGENCY's consultant representatives shall be the sole responsibility of the AGENCY.

6. The AGENCY previously provided design and construction specifications for the AGENCY's portion of the Interchange Project ("OOCEA Design Criteria") to the DEPARTMENT for review and consideration. The DEPARTMENT reviewed the OOCEA Design Criteria and determined them to be in conformance with the DEPARTMENT's requirements and feasible for incorporation into the I-4 Ultimate Project. The DEPARTMENT has incorporated the OOCEA Concepts and the OOCEA Design Criteria into the Request for Proposals dated January 10, 2014 for the I-4 Ultimate Project ("RFP"). The DEPARTMENT and the AGENCY acknowledge and agree that the Interchange Project will be constructed pursuant to the requirements of the Concession Agreement, including the OOCEA Concepts and the OOCEA Design Criteria made part of Volume III of Addendum #2 of the RFP. In addition, on January 28, 2014, the AGENCY sent a letter to the DEPARTMENT requesting approval for the exclusive use of certain sole source procurement materials and/or products to be utilized as part of the Interchange Project. By letter dated May 21, 2014 (which letter is attached hereto as Exhibit "C"), FHWA has approved the request. The DEPARTMENT agrees to utilize such materials and products as part of the Interchange Project as approved by FHWA in Exhibit "C."

7. The DEPARTMENT's Concessionaire shall perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may

be applicable, as related to the Interchange Project. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by Concessionaire, at such times, in such manner, under such conditions, and pursuant to such requirements, specifications and standards as are made part of the Concession Agreement. The AGENCY shall not have any jurisdiction or control over the DEPARTMENT's activities, except as specifically stated in Paragraph 8 of this Agreement. In addition to the terms outlined in Paragraph 19 of this Agreement, the AGENCY shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

8. Upon completion of the Interchange Project and subject to the AGENCY's inspection and final acceptance, the AGENCY shall have ownership and be immediately responsible for the perpetual maintenance of the SR 408 mainline portion of the Interchange Project, while the DEPARTMENT shall remain responsible for the perpetual maintenance of all ramps to and from the SR 408 portion of the Interchange Project. The perpetual maintenance of the ramps may, at the DEPARTMENT's sole discretion, be performed by the Concessionaire during the term of the Concession Agreement and, thereafter, shall be performed by the DEPARTMENT. The level of maintenance of the ramps shall be to the standards set forth in the Concession Agreement. If the AGENCY determines that the DEPARTMENT, or the Concessionaire, does not maintain the ramps at the AGENCY's level of maintenance standards, the AGENCY will notify the DEPARTMENT in writing specifying the maintenance deficiency. The DEPARTMENT will meet with the AGENCY regarding the notice and shall develop and implement a corrective action plan acceptable to the AGENCY in a timely manner. The perpetual maintenance by the AGENCY of the SR 408 mainline portion of the Interchange Project will be in coordination with and in accordance with the mainline maintenance specified in the Master Highway Maintenance Agreement (Department Contract ANT-85) dated January 1, 2005, as amended or supplemented from time to time ("Master Agreement"), and the parties hereby agree to amend the Master Agreement to, among other things, add the SR 408 mainline portion of the Interchange Project as a "Subject Road" thereunder. The DEPARTMENT agrees to require the Concessionaire to provide representations, warranties and guarantees as provided in Volume I, Section 4.14 of the RFP for all portions of the Interchange Project conveyed or otherwise transferred to the AGENCY upon completion. Additionally, in each event where the AGENCY so directs the DEPARTMENT in writing from time to time, the DEPARTMENT shall exercise and enforce its rights under the Concession Agreement with respect to the "value-added" specifications concerning the Interchange Project. This Paragraph 8 shall survive the expiration or termination of this Agreement.

9. Contribution payments by the AGENCY toward the Interchange Project will be made in accordance with and subject to the following:

(A) The AGENCY will make a total contribution to the DEPARTMENT in the amount of \$230,000,000 over a period of three consecutive Fiscal Years as specified in the Schedule of Agency Contribution of Funding, Exhibit "D;" provided, however, that the timing of the first scheduled payment by the AGENCY is contingent upon the actual physical construction of the Interchange Project having commenced beyond mere site clearing and grading ("Commencement of Construction"). If Commencement of Construction has not occurred at the time of the first scheduled payment under the Schedule of Agency Contribution of Funding, the first scheduled payment shall not be due until thirty (30) days following the date the DEPARTMENT has certified the Commencement of Construction. For purposes of this Agreement, "Fiscal Year" shall mean July 1 through and including June 30 of the following calendar year.

(B) The payment of funds by the AGENCY pursuant to this Agreement will be made directly to the State of Florida, Department of Financial Services, Division of Treasury ("DFS") for deposit into an interest bearing escrow account under which DFS will hold the funds and disburse them to the DEPARTMENT or at the DEPARTMENT's direction as provided in this Agreement. The DEPARTMENT and the AGENCY agree to work in good faith to negotiate the terms of a mutually agreeable Memorandum of Agreement to be entered into with DFS to provide for, among other things, the establishment of the interest bearing escrow account (the "MOA"). The DEPARTMENT agrees that the \$230,000,000 contribution from the AGENCY is a reasonable cost estimate of the AGENCY's portion of the Interchange Project and that the AGENCY shall not be responsible for, nor shall the DEPARTMENT request, additional funding contributions from the AGENCY for any costs of the Interchange Project or the I-4 Ultimate Project, including change orders or other cost overruns.

(C) The DEPARTMENT may, at any time and at any stage, terminate the Interchange Project if the DEPARTMENT determines that such action is in the best interest of the public. If the Interchange Project is terminated, the DEPARTMENT shall promptly, but in no event later than fifteen (15) days following the termination of the Interchange Project, give notice of its action to the AGENCY and within ten (10) days of written request from the AGENCY instruct the DFS to draw from the interest bearing escrow account established pursuant to the MOA and refund directly by wire transfer to

the AGENCY, within forty-five (45) days from the date of such instruction by the DEPARTMENT, the contribution payments made by the AGENCY or the applicable portion thereof for which the DEPARTMENT has not incurred any construction costs for the AGENCY's portion of the Interchange Project as of the date of the termination of the Interchange Project, plus all accrued interest in the escrow account, and the AGENCY shall be discharged and released of any obligations to make any future contribution payments toward the Interchange Project.

(D) The DEPARTMENT and the AGENCY agree that the contribution payments deposited into the interest bearing escrow account established pursuant to the MOA, plus all accrued interest in the escrow account, shall be an asset of the DEPARTMENT for the cost of the work on the Interchange Project; provided, however, upon DFS's receipt of an instruction from the DEPARTMENT to refund directly by wire transfer to the AGENCY the contribution payments or applicable portion thereof, plus all accrued interest in the escrow account, that are subject to refund as provided in Subparagraph 9(C) herein shall be considered an asset of the DEPARTMENT only for purposes of DFS acting on such instruction from the DEPARTMENT and the contribution payments or applicable portion thereof, plus all accrued interest in the escrow account, to be refunded shall be considered held for the benefit of the AGENCY (as the PARTICIPANT under the MOA) until refunded.

(E) The AGENCY agrees to include all of the contribution payments as set forth in Subparagraph 9(A) in current and future AGENCY annually adopted Five-Year Work Plans until all contribution payments have been made in accordance with the terms and conditions hereunder. To the extent that the contribution payments are not made from proceeds of any bonds, notes or other form of indebtedness issued by the AGENCY under and pursuant to any resolution authorizing the issuance thereof for purposes authorized in Chapter 348, Florida Statutes, the AGENCY's obligations with respect to the \$230,000,000 in contribution payments shall at all times be subordinate to any payment obligations of the AGENCY with respect to such bonds, notes or other form of indebtedness.

10. The AGENCY is entitled to Construction Closure Adjustments assessed to the Concessionaire, as set forth in the DEPARTMENT's Concession Agreement, due to SR 408 mainline and ramp closures resulting from the construction of the Project. The AGENCY may deduct these assessed Construction Closure Adjustments for FY 2015 and 2016 from its July 1,

2017 payment, and the assessed Construction Closure Adjustments for FY 2017 from its July 1, 2018 payment, and the assessed Construction Closure Adjustments for FY 2018 from its July 1, 2019 payment to the DEPARTMENT. Any SR 408 mainline Construction Closure Adjustments occurring after the final payment made by the AGENCY under this Agreement will be remitted to the AGENCY upon the DEPARTMENT's payment of its First Final Acceptance Payment to the Concessionaire.

Pursuant to Volume II, Section 2, T.3 of the RFP, if the AGENCY's Intelligent Transportation System (ITS) is damaged by the Concessionaire, the DEPARTMENT will direct its Concessionaire to repair the AGENCY's ITS. The DEPARTMENT is not responsible for any costs associated with damage to the AGENCY's ITS.

11. Additionally, the DEPARTMENT will remit to the AGENCY any fine assessed against the Concessionaire and received by the DEPARTMENT under the Concession Agreement arising from the construction of the Interchange Project, including, without limitation, fines with respect to any special provisions set forth in Volume III of the RFP.

12. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The AGENCY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT. Upon completion of the Interchange Project, the DEPARTMENT shall provide to the AGENCY for its records copies of all shop drawings, final design and construction plans, product specifications, final engineering reports, record drawings and as-builts for the Interchange Project. Upon completion, the DEPARTMENT shall convey to the AGENCY title to all property within the limited access right-of-way associated with the AGENCY's portion of the Interchange Project.

13. The parties agree that in the event funds are not appropriated by the Florida Legislature to the DEPARTMENT for the Interchange Project, this Agreement may be terminated by the DEPARTMENT, which shall be effective upon the DEPARTMENT giving written notice to the AGENCY to that effect. In such event, the AGENCY shall be entitled to a refund in accordance with Subparagraph 9(C) herein.

14. The DEPARTMENT agrees to require the Concessionaire to release, indemnify and hold harmless the AGENCY as provided in Volume I, Section 17.4 of the RFP.

15. The DEPARTMENT and the AGENCY each expressly reserve, and specifically do not waive by this Agreement, any and all rights of action, in law or in equity, for any claim or cause of action whatsoever that either may have against the other, or against any person or entity not a party to this Agreement.

16. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

17. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect. The DEPARTMENT and the AGENCY shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provision.

18. The DEPARTMENT shall file a complete executed copy of this Agreement with the clerk of the circuit court of Leon County, Florida. The AGENCY shall file a complete executed copy of this Agreement with the clerk of the circuit court of Orange County, Florida.

19. The DEPARTMENT is responsible for all direction of its Concessionaire through its construction oversight services ("COS") consultant. The AGENCY shall be entitled to have two (2) representatives stationed at the main office for the project, co-located with the COS. Relating specifically to the Interchange Project, the AGENCY representative(s) shall at a minimum be invited to all regularly scheduled progress meetings, provide input to the DEPARTMENT on shop drawing submittals, be consulted on requests for information, be authorized to perform reasonable independent assurance testing as coordinated with the DEPARTMENT and remain informed of the day to day operations of the Concessionaire. The AGENCY shall not directly communicate with the DEPARTMENT's Concessionaire unless the DEPARTMENT or its COS is present. All communications between the AGENCY and the DEPARTMENT's Concessionaire shall be conducted through the DEPARTMENT's COS. Nothing in this Paragraph 19 shall be construed to authorize the AGENCY to give any instructions to the DEPARTMENT's Concessionaire.

20. Notices under this Agreement shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication (immediately followed by a confirmation of receipt to be effective) to the following addresses (or to such other address as may from time to time be specified in writing by such person):

DEPARTMENT

State of Florida, Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399
Attn: Secretary
PH: (850) 414-5216

With a copy to:

State of Florida, Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399
Attn: General Counsel

AGENCY

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
PH: (407) 690-5000

With a copy to:

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
PH: (407) 690-5000

21. This Agreement is binding on the parties' successors and/or assigns.

22. This Agreement may only be modified in writing and duly executed by the parties or their respective successors or assigns.

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

24. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

25. Paragraph 24 does not, and shall not be construed to, in any way affect, impede or restrict the obligations or authority of the State of Florida, Department of Financial Services, Division of Treasury in making a refund directly to the AGENCY when required by the provisions of this Agreement and/or the MOA.

26. Attached as Exhibit “E” is a graphic depiction of the Interchange Project.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

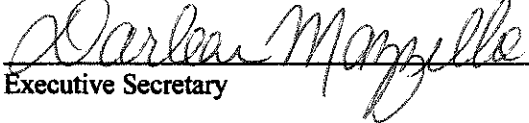
By: 

Name: Walter A. Ketcham, Jr.


Title: Chairman

Date: 6/11/14

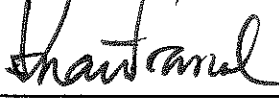
Attest:


Executive Secretary

Legal Review:


General Counsel

**FLORIDA DEPARTMENT
OF TRANSPORTATION**

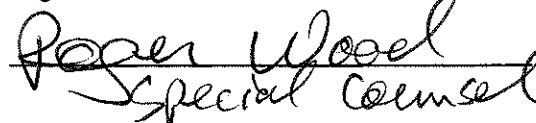
By: 

Name: Ananth Prasad, P.E.

Title: Secretary

Date: 6/16/14

Legal Review:


Special Counsel

Financial Provision Approval by Office of
Comptroller:



Exhibit “A”

SCOPE OF SERVICES

FM#: 432193-1-52-01

FDOT’s I-4 Ultimate Project encompasses reconstruction of approximately 21 miles of Interstate 4 [State Road 400] (I-4) from Kirkman Road in Orange County to SR 434 in Seminole County and will add Managed Lanes (Express Lanes) in the I-4 corridor. In the middle of the project lies the I-4 at State Road (SR) 408 interchange. During the I-4/408 Interim Interchange Project FDOT and OOCEA partnered to reconstruct part of this major interchange, most of the work done at this time was to rebuild the ramps from SR 408 to I-4. The I-4 Ultimate Project completes the reconstruction of this interchange. A cost estimate was done to determine the work remaining within the interchange; a logical split between OOCEA and FDOT was developed and agreed upon. This Agreement sets forth the terms and conditions associated with OOCEA’s contribution to the I-4 Ultimate Project. Specifically, the work outlined below is known as the Interchange Project in the Agreement.

Mainline SR 408 Improvements

- Improvements are being made to the mainline of SR 408. These improvements include the reconstruction of the SR 408 bridges over I-4 (commonly called the viaduct). The bridges are being constructed to accommodate the new width of I-4 as well as to facilitate the improved geometry and movements between the two major roadways.
- There are widening and access improvements being made to the SR 408 mainline east and west of the interchange proper. These improvements are being made to better facilitate access (traffic and weaving movements) for the ramps off of and onto SR 408.
- All existing hardscape and landscaping disturbed by the Interchange Project will be replaced in kind.

Ramps from I-4 to and from SR 408

- This project will update and improve the geometry of the ramp connections between Interstate 4 (State Road 400) and SR 408.
- The project will reconstruct the I-4 eastbound and westbound ramps to SR 408 eastbound and westbound as well as finish construction of the SR 408 eastbound and westbound ramps to I-4 westbound.
 - During the Interim project (completed in 2009), the DEPARTMENT reconstructed the SR 408 eastbound and westbound ramp movements to I-4 eastbound and started the SR 408 eastbound and westbound ramps to I-4 westbound.
- The existing ramps that are being replaced will be removed where their configurations have changed. These areas will be cleaned up and their final disposition will likely be sodded or in some areas, ponds will be constructed.

EXHIBIT B

FDOT BUDGETED AVAILABILITY PAYMENTS FOR I-4 PROJECT

FY Ending June 30	FDOT Upset Limit
2021	60,755,697
2022	99,887,594
2023	100,334,075
2024	100,791,717
2025	101,247,173
2026	101,742,946
2027	102,235,810
2028	102,740,996
2029	103,238,040
2030	103,791,046
2031	104,335,113
2032	104,892,781
2033	105,435,139
2034	106,051,918
2035	106,652,506
2036	107,268,110
2037	107,859,836
2038	108,547,666
2039	109,210,648
2040	109,890,206
2041	110,535,705
2042	111,302,692
2043	112,034,550
2044	112,784,704
2045	113,488,766
2046	114,343,930
2047	115,151,819
2048	115,979,906
2049	116,747,733
2050	117,701,116
2051	118,592,934
2052	119,507,048
2053	120,344,295
2054	121,407,071
2055	8,388,988
Total	3,675,220,274

Exhibit "C"



U.S. Department
of Transportation

**Federal Highway
Administration**

Florida Division

May 21, 2014

545 John Knox Road, Suite 200
Tallahassee, Florida 32303

Phone: (850) 553-2200
Fax: (850) 942-9691 / 942-8308

www.fhwa.dot.gov/fdiv

In Reply Refer To:
HDA-FL

Ms. Noranne Downs, P.E.
District Five Secretary
Florida Department of Transportation
719 S. Woodland Boulevard (MS-503)
Deland, FL 32720

Attn: Ms. Loreen Bobo

Subject: No. 0041(228) I, from SR-435 (Kirkman Rd) in Orange County to SR 434 in Seminole County

Dear Ms. Downs:

The Federal Highway Administration (FHWA) received a letter from your office dated April 27, 2014 and the letters addressed to your office from the Orlando Orange County Expressway Authority (OOCEA) dated November 5, 2013 and January 28, 2014 requesting the use of Proprietary Products on the section of SR-408 that will be impacted by the I-4 Ultimate with Managed Lanes project; FPID No. 432193-1-52-01. The letters request items on the proposed Proprietary Products list attached be used for work only on the SR-408 mainline, SR-408 frontage roads and ramp connections with local streets within the reference project construction limits. The proposed Proprietary Products are not authorized for used on I-4/SR-408 interchange ramps, I-4 mainline, I-4 frontage roads or I-4 ramp connections with local streets under this request. The Ultimate improvements will be operated and maintained by the successful bidder of the I-4 Ultimate Project with Managed Lanes.

The OOCEA and Florida Department of Transportation (FDOT) certify that this request is for a combination of synchronization needs with existing SR-408 facility features described in their January 28, 2014 letter. The use of these proprietary items on SR-408 will allow for interchangeable devices, equipment, materials and reduced inventory. The FDOT will monitor and track the design and installation of the attached proprietary items on SR-408 within the construction limits of the I-4 Ultimate Project with Managed Lanes project.

Based on the information provided and in accordance with 23 CFR 635.411 (a) (2), the FHWA accepts FDOT's and OOCEA's request certifications that the devices and equipment listed in the attachment are essential for synchronization needs with the existing SR-408 facility features deployed by the OOCEA. The FHWA finds that maintaining the synchronization of existing system components is in the public interest, and therefore approves the use of the proprietary devices and equipment as listed in the attachment on the referenced project. This approval does not extend to facilities, devices and equipment or projects, other than those described in this letter.

Exhibit "C"

2

If you have any questions or need assistance, please contact Marvin Williams at (850) 353-2241.

Attachment

Sincerely,



For: James Christian, P.E.
Division Administrator



Exhibit "C"
ORLANDO-ORANGE COUNTY EXPRESSWAY
EXISTING DEVICES/EQUIPMENT

Item Description	Brand - Part/Serial Number	Reference Location
RFID Collector Device	RFID Collector - Model: CDM312B-HRP-0100 (100) RFID Collector - Model: CDM312B-HRP-0100 (100) RFID Collector - Model: CDM312B-HRP-0100 (100) RFID Collector - Model: CDM312B-HRP-0100 (100) RFID Collector - Model: CDM312B-HRP-0100 (100)	58, 59, 60
RFID Reader	RFID Reader - Model: RDR1000A-TELEKES1000A RFID Reader - Model: RDR1000A-TELEKES1000A RFID Reader - Model: RDR1000A-TELEKES1000A RFID Reader - Model: RDR1000A-TELEKES1000A RFID Reader - Model: RDR1000A-TELEKES1000A	61, 62
RFID Collector Steel Plate Detail	RFID Collector Steel Plate Detail	63
RFID Collector Sensors	RFID Collector Sensors - Model: SENS1000A-TELEKES1000A RFID Collector Sensors - Model: SENS1000A-TELEKES1000A	64, 65
RFID Sign Structure Mounting Detail	RFID Sign Structure Mounting Detail	66
RFID Sign Structure Notes and Specifications	RFID Sign Structure Notes and Specifications	67
RFID Mount Post	RFID Mount Post - Model: MPT1000A-TELEKES1000A	68, 69, 70
RFID Sign	RFID Sign - Model: SIG1000A-TELEKES1000A	71
RFID Sign Detail - Surge Protection	RFID Sign Detail - Surge Protection	72
RFID Tower Detail - RFID Reader Mounting	RFID Tower Detail - RFID Reader Mounting	73
RFID LED	RFID LED - Model: LED1000A-TELEKES1000A	74
RFID Sensor Post	RFID Sensor Post - Model: SPST1000A-TELEKES1000A	75
RFID Sign Backwork Detail Sheet - Surge Protection	RFID Sign Backwork Detail Sheet - Surge Protection	76, 77
RFID Sign	RFID Sign - Model: SIG1000A-TELEKES1000A RFID Sign - Model: SIG1000A-TELEKES1000A RFID Sign - Model: SIG1000A-TELEKES1000A RFID Sign - Model: SIG1000A-TELEKES1000A RFID Sign - Model: SIG1000A-TELEKES1000A	78, 79, 80, 81, 82
RFID Sign	RFID Sign - Model: SIG1000A-TELEKES1000A	83
RFID Sign	RFID Sign - Model: SIG1000A-TELEKES1000A	84
RFID Sign	RFID Sign - Model: SIG1000A-TELEKES1000A	85
RFID Sign	RFID Sign - Model: SIG1000A-TELEKES1000A	86
RFID Sign	RFID Sign - Model: SIG1000A-TELEKES1000A	87
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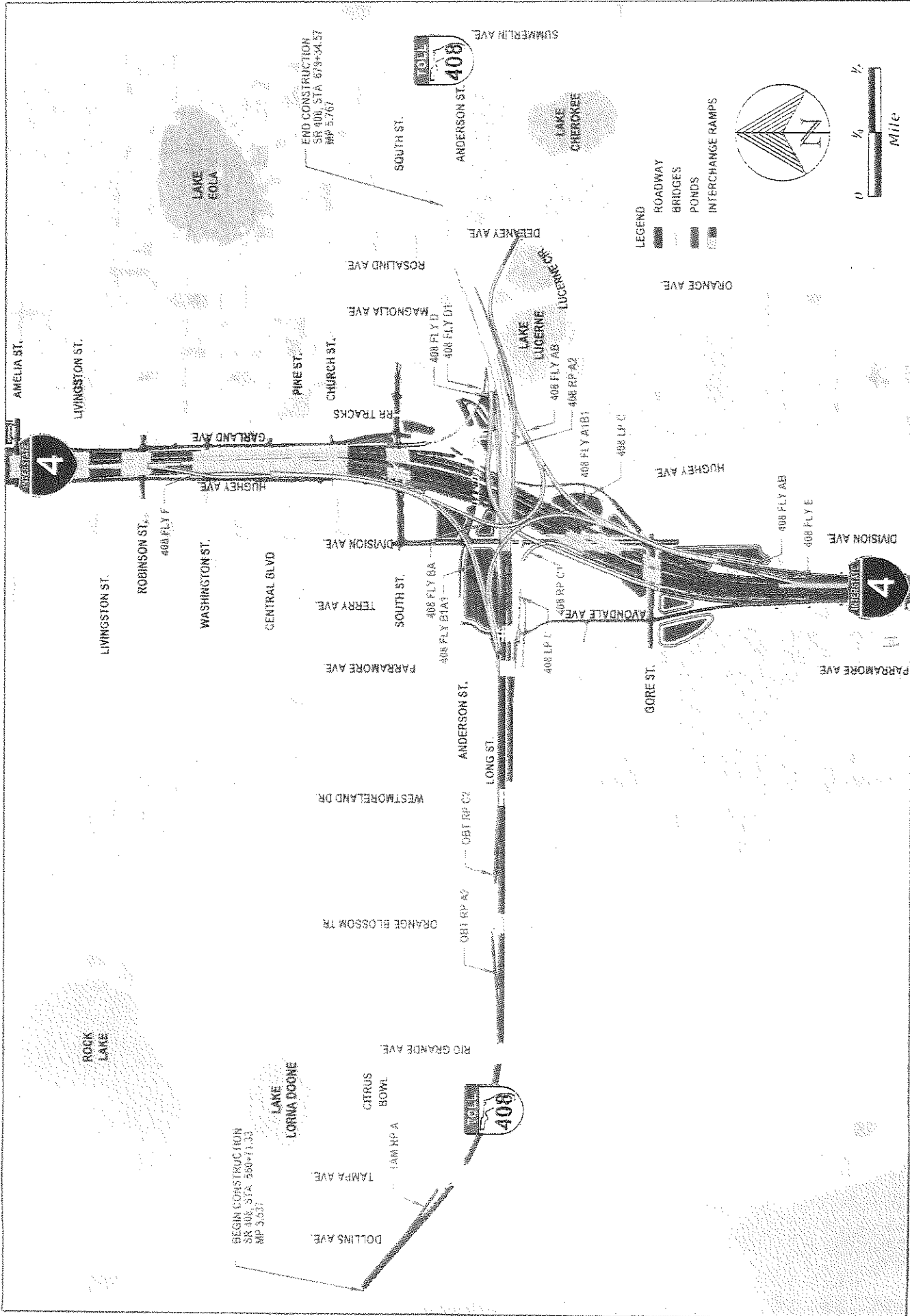
Exhibit "D"

SCHEDULE OF AGENCY CONTRIBUTION OF FUNDING

FM#: 432193-1-52-01

Due no later than:*	Amount Due:
<u>July 31, 2017</u>	<u>\$75,000,000.00</u>
<u>July 31, 2018</u>	<u>\$75,000,000.00</u>
<u>July 31, 2019</u>	<u>\$80,000,000.00</u>
<u>Total</u>	<u>\$230,000,000.00</u>

* Subject to Subparagraph 9(A) of this Agreement



F. 5.

**THE BACKUP FOR THIS ITEM WILL BE
PROVIDED AT A LATER DATE**