

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
June 29, 2018
10:00 a.m.

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. APPROVAL OF MINUTES (action Item)

- 1. APRIL 12, 2018 BOARD MEETING MINUTES**
- 2. MAY 30, 2018 BOARD WORKSHOP MINUTES**

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

- 1. APPROVAL OF COMMITTEE RE-APPOINTMENTS** – *Chairman Fred Hawkins, Jr.*
(action item)
 - a. Finance Committee – Jason Bates
 - b. Operations Committee – Mark Meyer
 - c. Right of Way Committee – Christopher Murvin
- 2. APPROVAL OF FDOT FUNDED AGREEMENT BETWEEN FLORIDA'S TURNPIKE ENTERPRISE AND CFX FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS TO SR 417** - *Glenn Pressimone, Director of Engineering* (action item)
- 3. APPROVAL OF SUPPLEMENTAL AGREEMENTS FOR THE OSCEOLA COUNTY PROJECT DEVELOPMENT & ENVIRONMENT STUDIES** - *Glenn Pressimone, Director of Engineering* (action item)

4. **SR 408 EASTERN EXTENSION PROJECT DEVELOPMENT & ENVIRONMENT STUDY**
Glenn Pressimone, Director of Engineering (action item)
5. **FY 2017 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT**
Hugh Miller, CDM Smith (info. item)
6. **APPROVAL OF THE BUDGET - FY 2019 OPERATIONS, MAINTENANCE & ADMINISTRATION AND FY 2019 THROUGH FY 2023 FIVE YEAR WORK PLAN**
Lisa Lombard, Chief Financial Officer and Glenn Pressimone, Director of Engineering (action item)
7. **RELOAD CUSTOMER SERVICE LANE UPDATE – Corey Quinn, Chief of Technology/Operations (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

April 12, 2018

Board Meeting Minutes

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
April 12, 2018**

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

Board Members Present:

Jay Madara, Gubernatorial Appointment (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Treasurer)
Mayor Buddy Dyer, City of Orlando
Andria Herr, Gubernatorial Appointment
Mayor Teresa Jacobs, Orange County
S. Michael Scheeringa, Gubernatorial Appointment
Commissioner Sean Parks, Lake County

Board Members Not Present:

Commissioner Fred Hawkins, Jr., Osceola County (Chairman)
Commissioner Jim Barfield, Brevard County
Commissioner Jennifer Thompson, Orange County

Non-Voting Advisor Not Present:

Paul Wai, 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 Vice Chairman Jay Madara.

B. PUBLIC COMMENT

- David Bottom Lee, Orlando Resident, commented on construction alerts.

- Jonathan Sebastian Blount with the Caribbean Passport publication commented on general matters.
- Eleanor C. Foerste with Eleanor Foerste Adventures LLC commented on the Split Oak Forest Bioblitz event, May 4th - May 6th. The flyer Ms. Foerste provided is attached as “**Exhibit A.**”
- Bob Hartnett with TeamFL extended an invitation to the TEAMFL meeting on May 3rd and 4th at the Hyatt Hotel in Coral Gables, FL.
- Kimberly A. Buchheit with Buchheit Associates, Inc., commented on general matters and National Work Zone Safety Week. She thanked staff and provided, for the record, materials regarding the Purchase Agreement with Lake Nona Land Company, LLC for Parcel 112A, Project 599-200, attached as “**Exhibit B.**”

C. APPROVAL OF MINUTES

The minutes of the March 8, 2018 Board Meeting were presented for approval. Amendments were requested and made as follows; (a) Public Comment Speaker Affiliation on Item 6 – The Osceola Parkway Extension Public Comment Section, Speaker Kimberly Buchheit is an Apopka Resident; and (b) Mayor Jacobs’ remarks were amended to more accurately reflect her comments regarding the Orange County resolution.

A motion was made by Commissioner Carey and seconded by Commissioner Parks to approve the March 8, 2018 amended Board Meeting Minutes. The motion carried with seven (7) members present voting AYE by voice vote. Commissioner Fred Hawkins, Jr., Commissioner Jim Barfield and Commissioner Jennifer Thompson were not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

COMMUNICATIONS AND PUBLIC OUTREACH

1. Approval of Contract First Renewal with The Rubin Group, Inc. for Advocacy Services, Contract No. 001382 (Agreement Value: \$45,000.00)

CONSTRUCTION

2. Approval of Construction Contract Modifications on the following projects:
 - a. Project 429-739 Lane Construction Corp. (\$ 498,470.63)
 - b. Project 599-735 GENERX Generators, Inc. (\$ 84,559.00)
 - c. Project 599-126 SEMA Construction \$ 297,491.86
 - d. Project 429-206 GLF Construction Corp. \$ 1,396,174.00
 - e. Project 429-205 Superior Construction Co. Southeast, LLC \$ 291,891.32

f. Project 429-204 Southland Construction, Inc.	\$ 43,161.90
g. Project 528-405 Southland Construction, Inc.	(\$ 4,110.43)
h. Project 417-744 Tecta America Southeast, LLC	(\$ 49,380.00)
i. Project 408-739 Preferred Materials, Inc.	(\$ 326,243.31)
j. Project 417-733 Ranger Construction Industries, Inc.	(\$ 10,807.14)

ENGINEERING

3. Approval of Contract Third Renewal with CH2M Hill, Inc. for Wekiva Parkway Corridor Consultant Services, Contract No. 000746 (Agreement Value: \$0)
4. Approval of BASE Consultants, Inc. as Subcontractor for the General Engineering Consultant Services (GEC) contract with Dewberry Engineers, Inc., Contract No. 001145
5. Approval of Supplemental Agreement No. 2 with Dewberry Engineers, Inc. for Post Design Services for SR 417 Widening from Econlockhatchee Trail to Seminole County Line, Project No. 417-134, Contract No. 001153 (Agreement Value: \$421,028.27)
6. Approval of Contract Award to TLP Engineering Consultants, Inc. for Design Consultant Services for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141, Contract No. 001312 (Agreement Value: not-to-exceed \$6,050,000.00)
7. Approval of Contract Award to Traffic Control Devices, Inc. for Miscellaneous Signage Improvements, Project No. 599-630, Contract No. 001370 (Agreement Value: \$145,600.00)
8. Authorization to Advertise for Construction Bids for Systemwide Ramp Terminal Improvements, Project No. 599-155, Contract No. 001414
9. Approval of Contract Award to Traffic Control Products of Florida, Inc. for Systemwide E-ZPass Signage Installations, Project No. 599-632, Contract No. 001409 (Agreement Amount: \$100,500.00)

FINANCE

10. Approval of Selection and Authorization of Firms for Investment Banking Underwriting Services, Contract No. 001132

LEGAL

11. Approval of Settlement Agreement for Supplemental Attorneys' Fees and Litigation Costs with American Finance, LLC, Tenant Richard Crabb, in the amount of \$15,000.00 for Parcel 251, Project 429-204

12. Approval of Purchase Agreement with Lake Nona Land Company, LLC for Parcel 112A, Project 599-2260
13. Approval of Settlement Agreement of Power Acoustics' Fees and Costs with Robert and Cynthia Henderson in the amount of \$8,900.00 for Parcels 112 (A& B) and 712, Project 429-202
14. Approval of License Agreement with the Greater Orlando Aviation Authority for a Dynamic Message Sign on South Jeff Fuqua Boulevard

MAINTENANCE

15. Approval of Supplemental Agreement No. 3 with Infrastructure Corporation of America for Roadway Maintenance Services, Contract No. 001152 (Agreement Value: \$4,097,374.00)
16. Authorization to Advertise for Proposals for Landscape Maintenance Services on SR 408, SR 417 and at CFX's Headquarters Building, Contract No. 001411
17. Authorization to Advertise for Bids for Systemwide Aquatic Vegetation Control Services, Contract No. 001412

PROCUREMENT

18. Approval of Revised Procurement Policy and Resolution

TOLL OPERATIONS/TECHNOLOGY

19. Approval of SNI Companies and KForce Technology as Subcontractors for the System Software Maintenance Contract with TransCore LP, Contract No. 000179
20. Approval to Execute an Agreement with University of Central Florida for Evaluation of Initial Phase Rollout of the Visitor Toll Pass Program Phase I, Contract No. 001415 (Agreement Value: not-to-exceed \$109,999.00)
21. Approval of Purchase Order to Intelligent Transportation Services, Inc. for High Definition CCTV Cameras, Project No. 599-528 (Agreement Value: \$79,500.00)
22. Approval of Revisions to the E-PASS User Agreement
23. Ratification of Purchase of Transponders from TransCore LP (Agreement Value: \$141,350.00)
24. Approval of Purchase Order to PC Solutions & Integrations, Inc. for Annual Vendor Network Support and Maintenance (Agreement Value: not-to-exceed \$78,319.68)

Item 10 was pulled from the Consent Agenda.

A motion was made by Commissioner Carey and seconded by Commissioner Parks to approve the Consent Agenda with the deletion of item #10. The motion carried with seven (7) members present voting AYE by voice vote. Commissioner Fred Hawkins, Jr., Commissioner Jim Barfield and Commissioner Jennifer Thompson were not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- A public hearing on the recommended alignment for the SR 408 Eastern Extension PD&E Study will be held on Thursday, April 26 from 5:30 p.m. – 7:30 p.m. at East River High School here in Orlando. The Board will be provided a final presentation on this project in the coming months.
- The Florida Transportation Commission (FTC) will hold their meeting here at CFX Headquarters later today. The FTC is a group of citizens from across the state who have been tasked by the Governor to provide oversight for all of Florida's regional transportation authorities including both FDOT and CFX.
- The draft budget and workplan will be presented to the board for review during the May meeting followed by a vote during the June meeting.
- The Quarterly Legal Update provided by the Legal Department continues to be an important document for review by this Board.
- Mayor Dyer provided an update on the system buy from the state.

2. TREASURER'S REPORT

Commissioner Carey reported that the details for the February Financial Report are included in the Board's agenda under Tab E.2. She reported total revenues for February were \$37,143,579, which is 8.0% above projections and 8.3% above prior year. CFX's total revenues were \$38.4 million for the month.

Total OM&A expenses were \$5.2 million for the month and \$43.9 million year-to-date, which is 15% under budget.

After debt service the total net revenue available for projects was \$19.5 million for February and \$133.1 million year-to-date. CFX's projected year end senior lien debt service ratio is 2.27 which is above CFX's budgeted ratio of 2.23.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, she expanded on the following:

- CFX Safety Campaign Work Zone Awareness Week;
- Ronald McDonald CFX Bake Off Competition;
- Lyman H.S. Institute for Engineering Tour;
- March 9th SR 528 Innovation Way/Sunbridge Parkway Interchange Ribbon Cutting Ceremony; and
- March 31st 5K & Ribbon Cutting for the Wekiva Parkway.

F. REGULAR AGENDA ITEMS

1. APPROVAL OF BIENNIAL UPDATE TO CFX ETHICS POLICY REQUIRING THAT CFX CONSULTANTS COMPLY WITH FLORIDA STATUTES 112.313(7) TO AVOID CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIPS

Joseph L. Passiatore, General Counsel, explained Protiviti's Ethics Policy Audit and the current disclosure requirements. He explained the proposed amendment and language to the current Code of Ethics.

He requested the following language be included in the motion "...to which CFX is an adverse party...."

A motion was made by Mayor Jacobs and seconded by Ms. Herr to approve the Amendment to the CFX Code of Ethics prohibiting consultants and their firms from representing clients in a judicial or administrative proceeding to which CFX is an adverse party unless said conflict is waived by CFX's governing Board. The motion carried with seven (7) members present voting AYE by voice vote. Commissioner Fred Hawkins, Jr., Commissioner Jim Barfield and Commissioner Jennifer Thompson were not present.

2. E-PASS STAFFING ADJUSTMENTS FOR MARKET CONDITIONS

David Wynne, Director of Toll Operations described the following:

- Staffing contract awarded to Egis in 2015;
- Metro-Orlando Competitive Landscape during 2015-2017;
- Customer Service Wage Survey Study;
- Drivers influencing the Evolution of Service from 2015-2017; and
- Investing in Service Excellence.

The Board asked questions and provided comments.

A motion was made by Mayor Dyer and seconded by Ms. Herr for approval of Supplemental Agreement No. 4 with EGIS Project, Inc. for customer center and image review clerk staffing adjustments for market conditions in an amount not to exceed \$14,210,751.04. The motion carried with seven (7) members present voting AYE by voice vote. Commissioner Fred Hawkins, Jr., Commissioner Jim Barfield and Commissioner Jennifer Thompson were not present.

G. BOARD MEMBER COMMENT

The following Board members provided comments:

- Commissioner Sean Parks
- Ms. Andria Herr

H. ADJOURNMENT

Vice Chairman Madara adjourned the meeting at 9:38 a.m.

Mr. Jay Madara
Vice Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2018.

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



Scan this QR code or visit
www.dannygoodding.com/SplitOakForestBioblitz



RSVP HERE

[SIGN UP TO LEAD A TEAM](#)

[BIOBLITZ FACEBOOK EVENT](#)

Where: [Split Oak Forest](#) in southeast Orlando, FL; [Trail Map 1](#), [Trail Map 2](#)

When: Friday May 4th 7pm - Sunday May 6th 7pm (48 hour window). You can participate anytime during this window, even if it's only for a few hours!

What: A bioblitz is an intense survey of all species in a given area over a specified period of time. The goal is to document as many species as possible!

Who: YOU! There will be local experts, enthusiasts, and volunteers split into groups searching for a variety of taxa throughout the event.

More Information

Participants will work in teams, each with a taxon focus (e.g., birds, butterflies, reptiles, etc.), however other species found along the way should also be documented. Each team will need to have at least one expert on that taxon. If you would like to be a team leader, [please sign up here!](#)

Datasheets are available at this link (check back soon for link to download!). Ideally, each species documented will have a representative picture taken of it. If the group is unsure if an animal is another species, err on the side of considering it a separate species!

There is a [bioblitz page for this event on iNaturalist](#). iNaturalist also has an app available for Android and Apple so you can enter data on the go during the event! All observations for which a photo was taken should be entered into this iNaturalist database. All other observations without an accompanying photo should be recorded in the datasheet. [Click here to learn more about how to use iNaturalist](#).

Please try to document each localized species observation with a representative photo. If there is a group of the same species at a spot, please take a picture of one individual and record the total number of individuals. For example, if you are recording a group of four sandhill cranes in a marsh, please take a photo of one and when creating the iNaturalist entry, in the field labeled "Estimated number of individuals", select the amount at that spot. Be sure to record these instances in the datasheet as well. After the event, please scan and email the datasheet(s) to Danny Goodding at dgoodding@knights.ucf.edu

Camping is available at Moss Park which is connected to Split Oak Forest at the northeast corner of the park. Camping and park information for Moss Park can be found [here](#).

Parking is limited on site, so please try to carpool. Vehicles are not allowed inside the park, however there will be two designated trucks in the park during the event to help people move around and get to and from the parking area or campground.

Here is the [FWC 10 year management plan](#) containing very detailed information about the characteristics of the park including a species list.

To participate in this bioblitz, you must RSVP through the "RSVP Here" button above!

INTERACTIVE
ARCGIS ONLINE
MAP

<--- Click here to see an interactive map and toggle layers to see habitat type areas in the park

Bioblitz conducted according to Florida Fish and Wildlife Conservation Commission special use permit number: SUO-57155

Sponsored by the [Friends of Split Oak Forest](#) (Facebook page [here](#))



Photos taken at Split Oak Forest by Danny Goodding



[CLICK HERE TO SEE MORE NATURE PHOTOGRAPHY BY DANNY GOODDING](#)

Powered by SmugMug [Log in](#)



LETTER OF TRANSMITTAL

DATE: 04/12/18 **PROJECT REFERENCE:** N/A

REGARDING: CFX Board Meeting - Comments

TO: ☐ Mary Brooks ☒ Mimi Lamaute ☒ Jay Small (Mateer Harbert, PA)
Central Florida Expressway Authority

*requested / Board did not pull item
(KAB) 4/12/18
9AM*

By Hand Delivery

WITH THIS LETTER, WE ARE SENDING THE FOLLOWING:
1) Exhibit: Approximate Location, Parcel 112A, Project 599-2260
2) Orange County BCC Resolution No. 2014-M-34, re: Osceola Parkway Extension Project
3) Parcel 112A Package dated April 5, 2018 and Parcel 112A Package date March 28, 2018

To whom it may concern-

As a courtesy, I have reviewed Agenda Item D, Consent Agenda Item 12, Approval of Purchase Agreement with Lake Nona Land Company, LLC for Parcel 112A, Project 599-2260.

I have also reviewed the documents that are in the R/W Committee Records for the same parcel transaction. I have found numerous inconsistencies between the documents. I also noticed the potential for significant title problems for this parcel and all parcels in Orange County.

I suggest that the item be pulled from the Consent Agenda and sent back to the R/W Committee for reconsideration to ensure that this parcel acquisition is compliant with the CFX standard approval process.

I also suggest that a review be conducted by the Orange County Board of County Commissioners for this and any other parcels in Orange County that pertain to the Osceola Parkway Extension Project.

Please do not hesitate to contact me personally, if I can be of assistance.

Kimberly A. Buchheit, PSM

EXHIBIT "B"

Kimberly A. Buchheit, PSM, President
PO Box 2016 • Apopka, FL 32704
Direct: cell/text 321-689-1057 • kbuchheit@buchheitassoc.com

APPROXIMATE LOCATION

PARCEL 112A, PROJECT 599-2260

Osceola Parkway Extension Current Alternatives

Agenda Item D, Consent Agenda
Consent Agenda Item 12
CFX Board Meeting 4/12/18

Approximate Location Parcel 112A
Project 599-2260

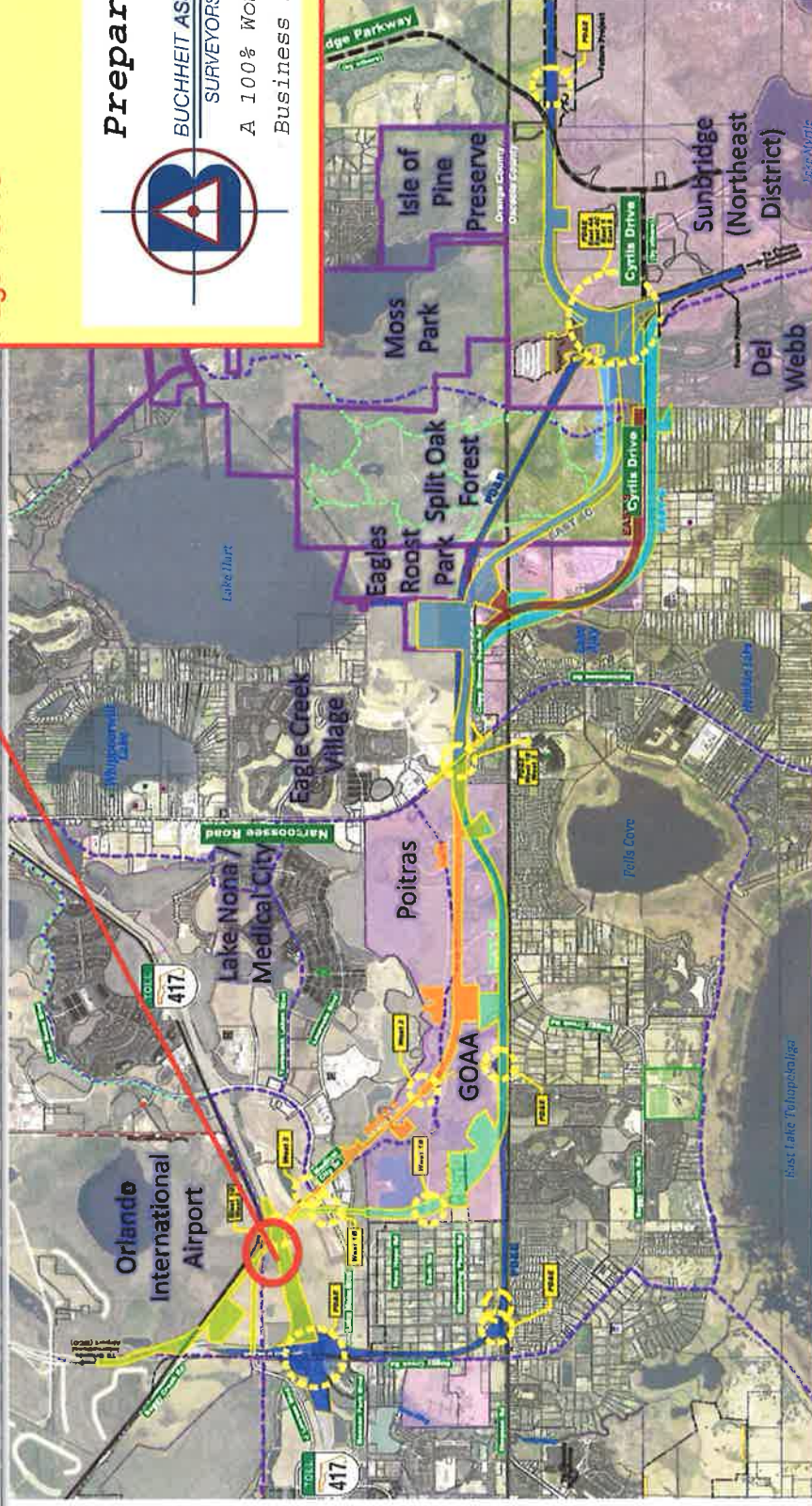
Base Map Excerpted from
3/8/18 CH2M Presentation
Page 4 of 13

Prepared By:



BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS

A 100% Woman Owned
Business since 1991



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 15 2014 KHL/BS

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding the

OSCEOLA PARKWAY EXTENSION PROJECT

Resolution No. 2014 - M-34

WHEREAS, the Osceola County Expressway Authority is presently considering extending the existing 12-mile long Osceola Parkway from a point west of Boggy Creek Road to a point east of Narcoossee Road ("Osceola Parkway Extension");

WHEREAS, an alignment being considered by the Osceola County Expressway Authority (or its consultant) for the Osceola Parkway Extension lies wholly or partially within the geographical boundaries of Orange County;

WHEREAS, the Orange County Board of County Commissioners ("Board") is concerned on behalf of its citizens about any alignment that might lie wholly or partially within Orange County;

WHEREAS, consistent with applicable state statutes, the Board believes and asserts that it has the right to review and approve or reject any alignment of the Osceola Parkway Extension that might lie wholly or partially within Orange County; and

WHEREAS, the Board also believes and asserts that prior to the Osceola County Expressway Authority considering for approval any alignment of the Osceola Parkway Extension that might lie wholly or partially within the geographical boundaries of Orange County, the Osceola County Expressway Authority should host duly noticed community

meetings at a location within the vicinity of the proposed alignment that is convenient to the residents and owners of land and businesses within Orange County who may be affected or impacted by such alignment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. Alignment of the Osceola Parkway Extension Subject to the Board's Review and Consent. Any proposed alignment of the Osceola Parkway Extension that might lie wholly or partially within the geographical boundaries of Orange County is subject to review by the Orange County Board of County Commissioners, and shall not be added to the Osceola Parkway unless and until the alignment receives the prior express written consent of this Board.

Section 2. Alignment of the Osceola Parkway Extension Subject to Review at Community Meetings Held in Orange County. Any proposed alignment of the Osceola Parkway Extension that might lie wholly or partially within the geographical boundaries of Orange County should not be considered for approval or formally proposed by the Osceola County Expressway Authority unless and until the proposed alignment is the subject to additional noticed community meetings held at a location inside Orange County that is convenient to the residents and owners of land and businesses within the vicinity of the proposed alignment.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA

April 12, 2018

ITEM "D"
CITY BOB 4/12/18

COMMUNICATIONS AND PUBLIC OUTREACH

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CONSTRUCTION

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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REQUEST PULLING THIS ITEM ?

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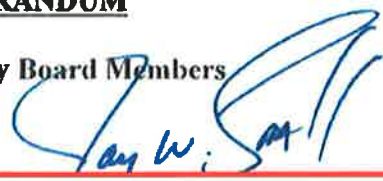
MATEER HARBERT, P.A.
225 East Robinson Street, Ste. 600
Orlando, Florida 32801
Telephone (407) 425-9044
Facsimile (407) 423-2016

Parcel 112A
Project 599-2260
AGENDA Item "D"
Excerpt from Agenda
Packet for 4/12/18
CFX BOD Meeting
Consent Agenda, Item 12

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jay W. Small, Right of Way Counsel
Mateer Harbert, P.A.



DATE: April 5, 2018

Different Date from documents published with R/W
Committee Meeting Agenda

RE: Lake Nona Land Company, LLC; Project 599-2260; Parcel 112A;
Purchase Agreement

Mateer Harbert, P.A., serves as right of way counsel to the Central Florida Expressway Authority ("CFX") for the acquisition of right of way for Project 599-2260. Staff negotiated a real estate acquisition agreement with Lake Nona Land Company, LLC ("Lake Nona"), to purchase Parcel 112A. We are submitting this memorandum and recommendation concerning that agreement.

Description and Background

Parcel 112A comprises a taking of 1.668 acres of wetlands. The parent tract to Parcel 112A is a larger parcel of approximately 186.89 gross acres having Tax I.D. Parcel No. 22-24-30-0000-00-006. The parent tract is located at the northeast quadrant of the interchange at Boggy Creek Road and the Central Florida Greenway, S.R. 417, in the City of Orlando. It is also generally located in the northwest portion of the Lake Nona Planned Development. Copies of a Tax Parcel map and aerial photograph of the parent tract are attached as exhibits "1" and "2". An aerial photograph of Parcel 112A is attached as exhibit "3". A legal description and sketch of Parcel 112A are attached as exhibit "4".

The property was appraised by Harry W. Collison, Jr., with The Real Estate Consortium. His estimate of value as of March 15, 2018, is \$96,000.00. Walter N. Carpenter, MAI, of Pinel & Carpenter, Inc., reviewed Mr. Collison's appraisal report.

CFX staff has negotiated a purchase agreement based on a price of \$50,000.00 per acre or \$83,400.00.

This acquisition agreement was negotiated under the terms of a series of earlier agreements respecting the Osceola County Expressway Extension. The agreement will reflect that it is under threat of condemnation. On August 15, 2016, Osceola County, CFX, and the

Osceola County Expressway Authority ("OCX") entered into an Interlocal Agreement as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from west of Boggy Creek Road to the Proposed Northeast Connector Expressway, a proposed additional segment of the Osceola Parkway Extension Project.

As currently proposed in the OCX 2040 Master Plan, the Osceola Parkway Extension Project will extend east approximately two miles to an intersection with a proposed new north-south arterial.

Funds for reimbursement for the acquisition of Parcel 112A are available from third-party sources pursuant to a series of previous agreements. On February 20, 2018, Osceola County and CFX entered into an Interlocal Agreement for Third-Party Funding ("Funding Agreement"), which was joined for limited purposes by First American Title Insurance Company, a Florida corporation ("FATIC"). Section 3 of the Funding Agreement provides for the availability of third-party funds for right of way acquisition purposes pursuant to agreements among Osceola County, CFX, the Florida Department of Transportation ("FDOT"), and Farmland Reserve, Inc., a Utah nonprofit corporation ("FRI") and All Aboard Florida – Operations, Inc., a Delaware limited liability company ("AAF") for the design and acquisition of right-of-way for the Osceola Parkway Extension.

Section 5 of the Funding Agreement established the procedures for securing third-party funding of the acquisition of Parcel 112A. Per the Funding Agreement, CFX staff has identified Parcel 112A as necessary for the Osceola Parkway Extension and for transportation related purposes for the Central Florida Greenway and as eligible for FDOT and FRI/AAF reimbursement. Under Section 5, subject of Right of Way and Board approval, CFX staff have negotiated the business terms for the acquisition of the property as indicated in the Real Property Acquisition Agreement attached as Exhibit "5".

Under the Funding Agreement, the acquisition of Parcel 112A is subject to approval by the Osceola County Board of County Commissioners. After approval, Osceola County will notify CFX of the closing date, the total amount required to satisfy the County's obligations under the acquisition agreement, deliver a special warranty deed conveying Parcel 112A to CFX in substantially the form as the deed attached as Exhibit "6", and requisition funds from FDOT and FRI/AFF for their share of the right of way acquisition costs. After receipt of the requisitioned amount, Osceola County shall remit the sums received to CFX.

Legal counsel for Osceola County and Lake Nona are reviewing the terms of the acquisition agreement and will provide CFX with their comments thereto.

Recommendation

I respectfully request the Board's approval of the acquisition agreement in substantially the form as attached as Exhibit "5". The Right of Way Committee reviewed this agreement on April 4, 2018 and recommended that the Board approve substantially this form of the acquisition agreement.

Reviewed by: Joseph L. Passiatore
Joseph L. Passiatore

Attachments

1. Tax Parcel Map
2. Aerial photograph of Parent Tract
3. Aerial photograph of Parcel 112A
4. Legal description and sketch of Parcel 112A;
5. Real Estate Purchase Agreement; and
6. Special Warranty Deed.

TAX PARCEL 22-24-30-0000-00-006

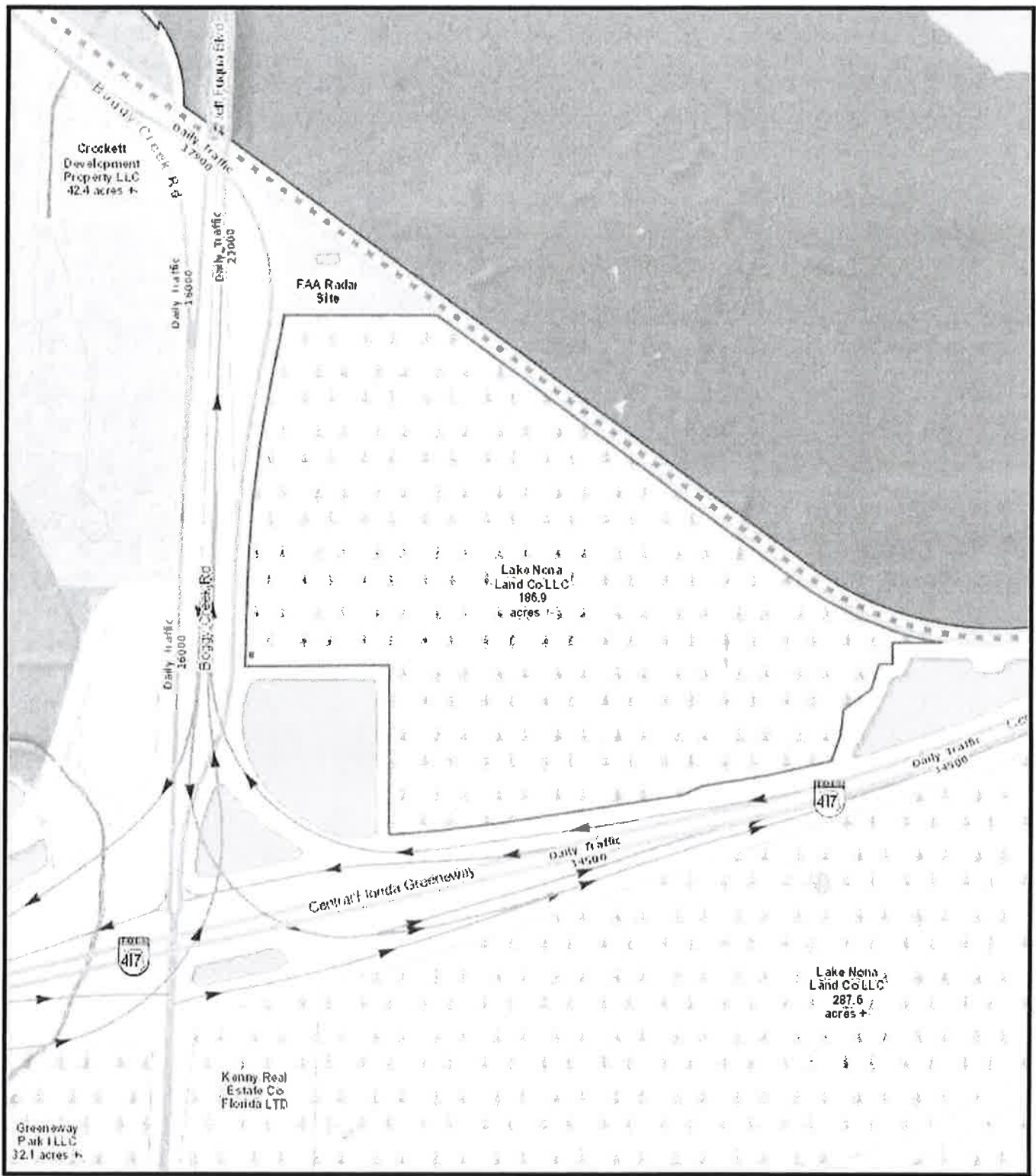


EXHIBIT 1

AERIAL PHOTOGRAPH





ROAD NUMBER

OSCEOLA PARKWAY EXTENSION - PARCEL 112A

OSCEOLA PARKWAY EXTENSION
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.76 FEET TO A POINT LYING 214.68 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.63 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 776.65 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 546.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.668 ACRES, MORE OR LESS.

Title work will reveal Orange County Resolution
2014-M-34, Section 1. See CFX Board Minutes,
03/08/18, Exhibit "A" and Exhibit "B".

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, BEING SOUTH 01°40'11" WEST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

PAGE 1 OF 2

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: APRIL 03, 2018

Project No.: D08-01

Drawn: RJG Chkd.: RJH/DPW

**OSCEOLA PARKWAY EXTENSION
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
PARCEL 112A**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841
Land Surveyor Business License No. 6556

EXHIBIT 4

SKETCH OF DESCRIPTION

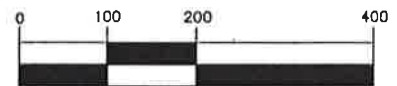
POINT OF COMMENCEMENT

NW CORNER OF THE NE 1/4 OF SECTION 27,
TOWNSHIP 24 SOUTH, RANGE 30 EAST
4"x4" CONCRETE MONUMENT
PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS
FROM STATION 932+48.49 TO 1041+14.75
CFX PROJECT 454

ABBREVIATIONS

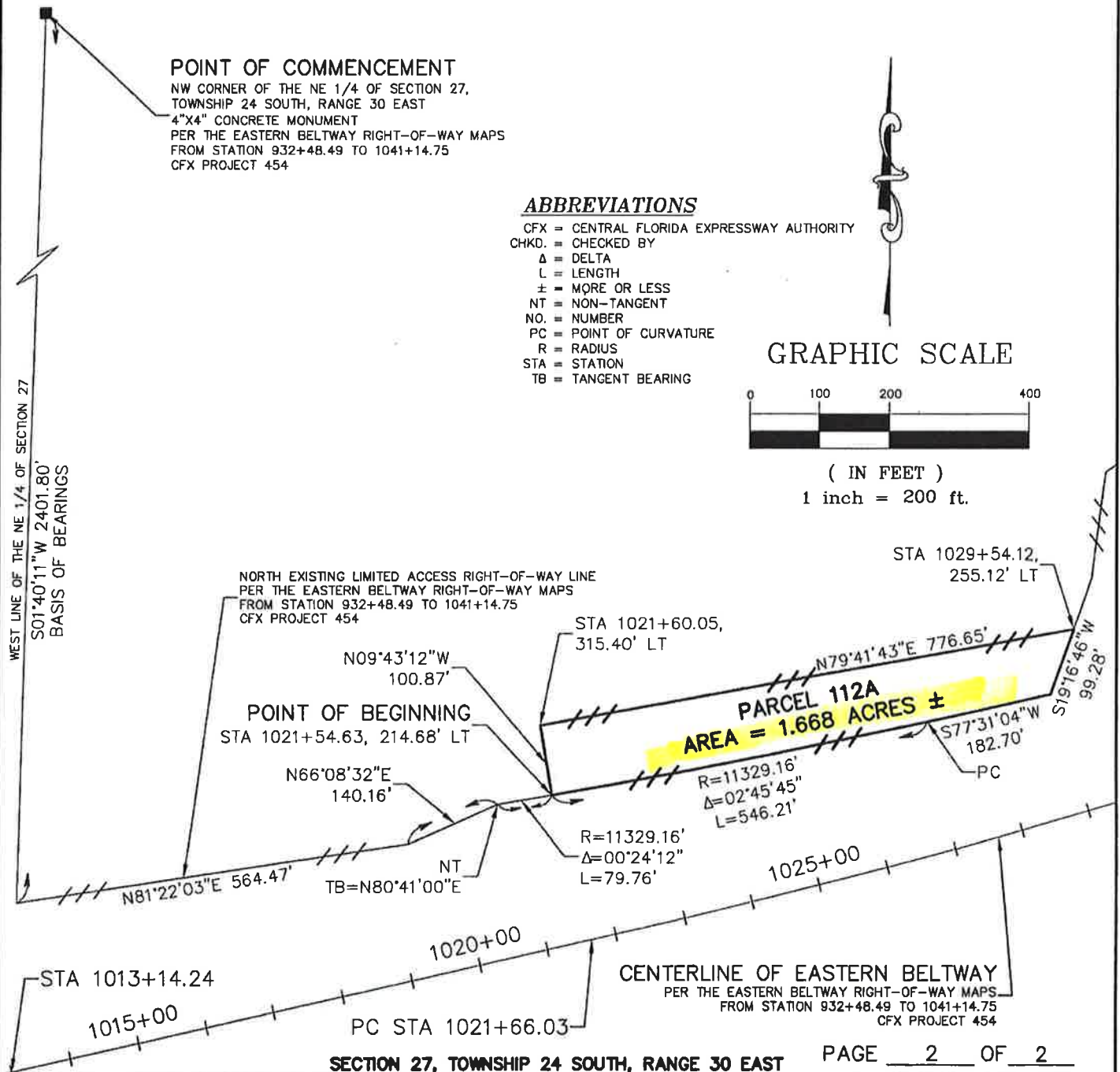
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CHKD. = CHECKED BY
 Δ = DELTA
L = LENGTH
 \pm = MORE OR LESS
NT = NON-TANGENT
NO. = NUMBER
PC = POINT OF CURVATURE
R = RADIUS
STA = STATION
TB = TANGENT BEARING

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.



PAGE 2 OF 2

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Date: APRIL 03, 2018
Project No.: D08-01
Drawn: RJG Chkd.: RJH/DPW

OSCEOLA PARKWAY EXTENSION
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
PARCEL 112A



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
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VOICE: (407) 732-6965 FAX: (407) 878-0841
Land Surveyor Business License No. 6556

Cursory Review
4/11/18
KRB

PARCEL NO. 112A
PROJECT 599-2260

REAL ESTATE ACQUISITION AGREEMENT

This **REAL ESTATE ACQUISITION AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2018 (the "Effective Date"), by and between **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation** ("Owner"), whose address is 699 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, and whose U.S. Taxpayer Identification Number is 27-1740765; and **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, ("COUNTY"), whose address is 1 Courthouse Square, Kissimmee, Florida 34741.

WITNESSETH:

WHEREAS, Owner is the fee simple owner of a certain parcel of real property located in Osceola County, Florida (the "Property"), being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, the County, the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II ("CFX") and the Osceola County Expressway Authority ("OCX") have entered into an Interlocal Agreement as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including the **Osceola Parkway Extension from** West of Boggy Creek Road to the Proposed Northeast Connector Expressway, including a proposed additional segment to the Osceola Parkway Extension Project commencing at the current terminus of the Osceola Parkway Extension Project as presently proposed in the OCX 2040 Master Plan and extending east to a point which is approximately two miles east thereof to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017, said project being known as FM #439193-1-38-01 and FM #439193-1-48-01 (the "Osceola Parkway Extension"); and

WHEREAS, the County, and CFX have entered into an Interlocal Agreement for Third-Party Funding as of February 20, 2018 ("Funding Agreement"), which agreement was joined for limited purposes by the First American Title Insurance Company, a Florida corporation; and

WHEREAS, CFX has identified the Property as **necessary** under the Funding Agreement; and **Plans?**

WHEREAS, CFX has negotiated the business terms for acquisition of the Property under the Funding Agreement; and

WHEREAS, the County desires to acquire the Property as right of way for future construction and maintenance of transportation related facilities ("Project"), or for other appropriate and legally authorized uses, and the County is required by law to furnish same for such purpose; and

WHICH PROJECT? WHERE ARE MAPS?

PLANS?

WHEREAS, the County desires to purchase from Owner the fee simple interest in the Property; and

WHEREAS, Owner desires to sell to the County and the County desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the County to Owner, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the County and Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell.** Owner agrees to sell to the County and the County agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

3. **Parties.** All parties to this Agreement hereby acknowledge that the terms contained in section 20.055(5), Florida Statutes, may apply to this Agreement to the extent required by said statute. The parties hereby agree to comply with this subsection of Florida Statutes.

4. **Purchase Price.** The total Property to be purchased from Owner is 1.668 acres, more or less, and includes any and all site improvements (the "Property"). The County shall pay Owner for the Property the sum of Eighty-Three Thousand, Four Hundred and 00/100 Dollars (\$83,400.00), (the "Purchase Price") which Purchase Price shall be paid by the County to Owner at Closing. The Purchase Price shall be paid by wire transfer of funds directly to the Broad and Cassel, LLP trust account as attorneys for Owner, subject to appropriate credits, adjustments and prorations as hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement, including, without limitation, severance damages to Owner's remaining property, business damages, consequential damages, any other damages whatsoever, together with interest, if any.

5. **County's Right of Inspection.**

ATTORNEY'S FEES?

(a) **Right of Inspection.** The County shall at all times prior to the scheduled date of Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the County, in its discretion, deems necessary or desirable to determine the suitability of the Property for its

intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. The County may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). The County may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to the County in its sole discretion. In the event the County determines that said report is not satisfactory, the County may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder, other than obligations which, by the express terms of this Agreement, survive the Closing or the termination of this Agreement.

(b) Termination. In the event County elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 5(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 12 hereof) prior to the then-scheduled date of Closing.

(c) Indemnification. Subject to limitations provided in Statute 768.28, Florida Statutes, County hereby agrees to indemnify and hold harmless Owner against all claims, demands, and liabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for County, or damages or injuries to persons or property, or the Property, arising out of County's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this Agreement, the agreement to indemnify and hold Owner harmless in this Section 5(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by County or County's employees, agents, or consultants. In the event County terminates this Agreement during the inspection period County shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 5, as to all of County's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 5, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement.

6. Evidence of Title. Within fifteen (15) days of the Effective Date of this Agreement, the County shall, at the County's sole cost and expense, obtain, and provide to Owner, a commitment from First American Title Insurance Company for a policy of Owner's Title Insurance (the "Commitment"). Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. The Commitment shall bind the title

WHAT IS EFFECTIVE DATE? // TITLE WORK

Page 3 of 22

NEEDS TO INCLUDE
ORANGE CO. RESOLUTION
2014-M-34
dated 7/15/2014

company to deliver to the County a policy of Owner's Title Insurance which shall insure the County's title to the Property in an amount equal to the Purchase Price. The County shall have ten (10) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to the County. Owner shall have fifteen (15) days from receipt of notice of the title defect within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, the County shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owner agrees that it will, if title is found to be unmarketable or otherwise unacceptable to the County, use its best efforts to correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at the County's option. Those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, together with title exceptions listed in the Commitment and accepted in writing by the County, shall be deemed and collectively referred to herein as the "Permitted Exceptions". County shall take title to the Property subject to the Permitted Exceptions. At Closing, the County shall pay the premium for the Owner's Title Insurance Policy to be issued.

7. **Survey.** The County shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to the County and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not acceptable to the County shall be treated as title exceptions. The surveyor shall provide certified legal descriptions and sketches of said descriptions delineating the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owner.

8. **Closing Date and Closing Procedures and Requirements.**

(a) **Closing Date.** The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before _____ () days after the Effective Date or such earlier date selected by the County by providing not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of the County, or the County's attorney, or any other place which is mutually acceptable to the parties.

(b) **Conveyance of Title.** At the Closing, Owner shall execute and deliver to the County a Special Warranty Deed, in the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying fee simple marketable record title to the Property to the County, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever except for Permitted Exceptions and other title exceptions to which County has not objected or which County has agreed to accept subject to pursuant to Sections 5.

(c) **Conveyance of Possession.** Title shall transfer as of the Closing Date and, on or before said Closing Date, Owner shall abandon and vacate the Property and shall remove

all personal property not included in this transaction that Owner intends to remove from the Property and for which the County has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to the County at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in Exhibit "B," or by separate agreement of the parties entered into prior to the Closing. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and the County will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(d) Prorating of Taxes and Assessments. Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing date. All such taxes, assessments and charges shall be prorated as of the Closing date. At Closing, Owner will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the Osceola County Property Appraiser, the Osceola County Tax Collector and/or other applicable governmental County.

(e) Closing Costs. The County shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to the County hereunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by the County, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property, should the County desire to obtain a title insurance policy on the Property; (iv) all of the costs and expenses associated with the Survey, should the County desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Osceola County, Florida.

(f) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(1)(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA), an appropriate resolution authorizing the Owner to engage in the transaction, and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, limited liability company, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a Beneficial Interest Affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as Exhibit "D").

9. Maintenance of Property. From and after the date hereof and until physical possession of the Property has been delivered to the County, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all

taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

10. **Warranties and Representations of Owner.** To induce the County to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by the County and shall survive Closing;

(a) That Owner owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances, and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by the County.

(c) Owner has the full right, power and County to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owner hereunder.

(d) Owner has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(e) Owner has no knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owner has no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owner has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owner's part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owner has no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.

(f) Owner has no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct the County's use of the Property.

(g) Owner has no knowledge of any Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owner or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(h) No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion or thereof or any interest therein.

(i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party or to which Owner may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.

(j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owner has knowledge, Owner will immediately disclose same to the County when such knowledge is first available to Owner; and in the event of any change which may be deemed by the County to be materially adverse, the County may, at its election, terminate this Agreement.

11. **Defaults.**

(a) **Owner Default.** In the event that: (i) any of Owner's representations and warranties contained herein are not true and correct, or (ii) Owner fails to perform in any of Owner's covenants and agreements contained herein within the time performance specified herein; County may exercise the following rights and remedies: (i) County shall have the right to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (ii) pursue an action for specific performance of this Agreement against Owner (County acknowledges it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent the County from exercising its power of eminent domain to acquire, by condemnation, title to the Property.


(b) **County Default.** In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, Owner, in its sole

discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

12. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

County:	OSCEOLA COUNTY 1 Courthouse Square Kissimmee, FL 34741
With a copy to:	Andrew W. Mai, Esq. OSCEOLA COUNTY COUNTY ATTORNEY 1 Courthouse Square Suite 4200 Kissimmee, FL 34741
Owner:	LAKE NONA LAND COMPANY, LLC 6900 Tavistock Lakes Blvd., Suite 200 Orlando, Florida 32827
With a copy to:	Robert F. Mallett, Esq. BROAD AND CASSEL, LLP 390 N. Osceola Avenue, Suite 1400 Orlando, Florida 32801 Telephone (407) 839-4200 Facsimile (407) 425-8377

Orange County Also
Needs to Review with
respect to Resolution
2014-M-34



or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

13. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Owner and the Osceola County. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their

respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Osceola County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

14. **Survival of Provisions.** Other than as specified to the contrary in Section 10 above, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

15. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

17. **Waiver of Jury Trial.** OWNER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

18. **Radon Gas.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IS SELLER

WAIVING ATTORNEY FEES?

DID RLW
COMMITTEE
APPROVE ATT ORNEY'S
FEES?

19. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the County or Owner executes this Agreement.

20. **Release of County.** By execution of this Agreement, Owner acknowledges and agrees that as of the date of Owner's execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge the County, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner's conveyance of the Property to the County or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner's remaining property, or other severance damages to Owner's remaining property, business damages, consequential damages, or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner's agreement to the foregoing, in which event if there is any conflict between the terms of the covenant and the deed and the terms of this Section, the terms of the covenant in the deed shall control.

21. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

22. **Indemnifications Regarding Brokers, Finders, Etc..** Owner represents and warrants to Osceola County, and Osceola County likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to Osceola County, and each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of Osceola County (as to the indemnity obligations of Osceola County) or arising out of any actions of Owner (as to the indemnity obligations of Owner).

23. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Osceola County, Florida.

24. **Waiver/Time.** The waiver of any breach of any provision hereunder by Osceola County or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a

Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or federal holidays.

25. Representation by Counsel. County and Seller are both represented in this transaction by counsel. This Agreement shall not be construed more or less favorably against either party, regardless of which party may be deemed the drafter hereof.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

THE NEXT PAGE IS THE SIGNATURE PAGE

"
CONDEMNATION"
"



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:

“OWNER”

LAKE NONA LAND COMPANY, LLC,
a Florida Limited Liability Corporation

Print Name: _____

Print Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

WITNESSES:

“COUNTY”

OSCEOLA COUNTY, FLORIDA

Print Name _____

Print Name _____

By: _____

Chairman/Vice Chairman

Board of County Commissioners

Date: _____

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

SCHEDULE OF EXHIBITS

EXHIBIT	DESCRIPTION
A	Legal Description – The Property
B	Schedule – Permitted Exceptions
C	Form – Special Warranty Deed
D	Form – Beneficial Interest Affidavit

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Project 599-2260
Parcel No.: 112A

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.78 FEET TO A POINT LYING 214.68 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.83 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 776.85 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'46" WEST, A DISTANCE OF 89.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 546.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.688 ACRES, MORE OR LESS.

EXHIBIT "B"

PERMITTED EXCEPTIONS
Lake Nona Land Company, LLC

NONE



EXHIBIT "C"

FORM – SPECIAL WARRANTY DEED

**Project 599-2260
Parcel 112A**

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed the _____ day of _____, 2018 by LAKE NONA LAND COMPANY, LLC, a Florida Limited Company ("Owner"), whose address is _____, hereinafter referred to as "Grantor," to OSCEOLA COUNTY, a charter county and political subdivision of the State of Florida, and whose mailing address is 1 Courthouse Square, Kissimmee, FL 34741, hereinafter referred to as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

SUBJECT TO those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject

property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

LAKE NONA LAND COMPANY, LLC,
a Florida Limited Liability Corporation

WITNESSES:

Print Name: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of **LAKE NONA LAND COMPANY, LLC, a Florida limited liability corporation**, the _____, on behalf of the Company. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

Exhibit "A" to Special Warranty Deed

Project 599-2260
Parcel No.: 112A

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 584.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.78 FEET TO A POINT LYING 214.68 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.83 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 776.85 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 18°18'46" WEST, A DISTANCE OF 89.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 546.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.668 ACRES, MORE OR LESS.

EXHIBIT "B"

PERMITTED EXCEPTIONS
Lake Nona Land Company, LLC

NONE

ORANGE COUNTY RESOLUTION ^(?)
2014-M-34 ^(?)

EXHIBIT "D"


DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Fred Hawkins, Jr., Chairman, **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida,

FROM: **LAKE NONA LAND COMPANY, LLC, a Florida Limited Corporation**

SUBJECT: Project 599-2260, Parcel 112A as more particularly described in Exhibit "A" attached hereto (hereinafter the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of the ____ day of _____, 2018 is as follows:

Name	Address	Percentage of Ownership
_____	_____	
_____	_____	
_____	_____	
_____	_____	

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to Osceola County, Florida.

[SIGNATURE AND NOTARY ON NEXT PAGE]

SELLER

LAKE NONA LAND COMPANY, LLC,
a Florida Limited Liability Corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA _____
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation.** He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

Exhibit "A" to Disclosures of Interests in Real Property

Project 599-2260

Parcel No.: 112A

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 88°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.76 FEET TO A POINT LYING 214.88 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.63 AND THE POINT OF BEGINNING; THENCE NORTH 09°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 778.65 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'48" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.18 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 546.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.668 ACRES, MORE OR LESS.

4820-2216-8159, v. 2

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed the _____ day of _____, 2018 by **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II, and whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807, hereinafter referred to as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

SUBJECT TO those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining

property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

OSCEOLA COUNTY, FLORIDA,
a charter county and political subdivision of
the State of Florida

WITNESSES:

Print Name: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of **OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, the _____, on behalf of the Company. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

Exhibit "A" to Special Warranty Deed

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 88°08'32" EAST, A DISTANCE OF 140.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.18 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°41'00" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID, THROUGH A CENTRAL ANGLE OF 00°24'12", AN ARC DISTANCE OF 79.76 FEET TO A POINT LYING 214.68 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1021+54.63 AND THE POINT OF BEGINNING; THENCE NORTH 08°43'12" WEST, A DISTANCE OF 100.87 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 778.65 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING THREE COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.18 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'45", AN ARC DISTANCE OF 548.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.666 ACRES, MORE OR LESS.

EXHIBIT "B"

PERMITTED EXCEPTIONS
Lake Nona Land Company, LLC

NONE

?

TITLE WORK
ORANGE COUNTY RESOLUTION?
2014-M-34

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RIGHT OF WAY COMMITTEE

Agenda

April 4, 2018

1. CALL TO ORDER

2. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes, the Right of Way Committee will allow public comment on any matter either identified on this meeting agenda as requiring action, or anticipated to come before the Committee for action in reasonable proximity to this meeting. Speakers shall be limited to three minutes per person and the assignment of one person's time to another or designation of group spokesperson shall be allowed at the discretion of the Committee Chairman.

3. APPROVAL OF MINUTES

Requesting approval of the March 8, 2018 minutes.
Action Item.

4. PROJECT 599-2260, PARCEL 112 A
LAKE NONA LAND COMPANY, LLC.
PURCHASE AGREEMENT

– Jay W. Small, Mateer Harbert, P.A.

Requesting the Committee's recommendation for Board approval of the proposed purchase agreement.

Action Item.

OSCEOLA
PARKWAY
(Document Attached)

5. S.R. 429 WEKIVA PARKWAY PROJECT 429-204, PARCEL 251 (AMERICAN FINANCE)
TENANT: RICHARD CRABB

– Suzanne M. Driscoll, *Shutts & Bowen*

Requesting the Committee's recommendation for Board approval of the proposed settlement agreement as to supplemental attorneys' fees and litigation costs incurred in the resolution of the tenant's leasehold interest claim against American Finance's as to Parcel 251.

Action Item.

6. S.R. 429 WEKIVA PARKWAY PROJECT 429-202, PARCELS 112 (A & B), 712
OWNERS: ROBERT AND CYNTHIA HENDERSON; EXPERT: POWER ACOUSTICS

– Linda Brehmer Lanosa, CFX

Requesting the Committee's recommendation for Board approval of the proposed Settlement Agreement as to the Expert Fees and Costs of Power Acoustics.

Action Item.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RIGHT OF WAY COMMITTEE

Agenda

April 4, 2018

7. S.R. 417, DYNAMIC MESSAGE SIGN ON JEFF FUQUA BOULEVARD

OWNER: GREATER ORLANDO AVIATION AUTHORITY ("GOAA")

– Linda Brehmer Lanosa, CFX

Requesting the Committee's recommendation for Board approval of the proposed License Agreement with GOAA for the installation of a Dynamic Message Sign.

Action Item.

8. OTHER BUSINESS

9. 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.

MATEER HARBERT, P.A.
225 East Robinson Street, Ste. 600
Orlando, Florida 32801
Telephone (407) 425-9044
Facsimile (407) 423-2016

Excerpted from
Agenda Packet
Right-of-way
Committee Meeting
4/4/18

Parcel 112A
Project 599-2260

MEMORANDUM

TO: Central Florida Expressway Authority Right of Way Committee

FROM: Jay W. Small, Right of Way Counsel
Mateer Harbert, P.A.

DATE: March 28, 2018

RE: Lake Nona Land Company, LLC; Project 599-2260; Parcel 112A;
Purchase Agreement

Mateer Harbert, P.A., serves as right of way counsel to the Central Florida Expressway Authority ("CFX") for the acquisition of right of way for Project 599-2260. Staff have negotiated a real estate acquisition agreement with Lake Nona Land Company, LLC ("Lake Nona"), to purchase Parcel 112A. We are submitting this memorandum and recommendation concerning that agreement.

Description and Background

Parcel 112A comprises a taking of 1.848 acres. The parent tract to Parcel 112A is a larger parcel of approximately 186.89 gross acres have Tax I.D. Parcel No. 22-24-30-0000-00-006. The parent tract is located at the northeast quadrant of the interchange at Boggy Creek Road and the Central Florida Greenway, S.R. 417, in the City of Orlando. It is also generally located in the northwest portion of the Lake Nona Planned Development. Copies of a Tax Parcel map and aerial photograph of the parent tract are attached as exhibits "1" and "2". An aerial photograph of Parcel 112A is attached as exhibit "3". A legal description and sketch of Parcel 112A are attached as exhibit "4".

The property was appraised by Harry W. Collison, Jr., with The Real Estate Consortium. His estimate of value as of March 25, 2018, is \$200,000.00, which is the basis of the contract price. Walter N. Carpenter, MAI, of Pinel & Carpenter, Inc., reviewed Mr. Collison's appraisal report.

This acquisition agreement was negotiated under the terms of a series of earlier agreement respecting the Osceola County Expressway Extension. On August 15, 2016, Osceola County, CFX, and the Osceola County Expressway Authority ("OCX") entered into an Interlocal Agreement as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from west of

Not under threat of condemnation

Boggy Creek Road to the Proposed Northeast Connector Expressway, a proposed additional segment of the Osceola Parkway Extension Project.

As currently proposed in the OCX 2040 Master Plan, the Osceola Parkway Extension Project will extend east approximately two miles to an intersection with a proposed new north-south arterial.

Funds for the acquisition of Parcel 112A are available from third-party sources pursuant to a series of previous agreements. On February 20, 2018, Osceola County and CFX entered into an Interlocal Agreement for Third-Party Funding ("Funding Agreement"), which was joined for limited purposes by First American Title Insurance Company, a Florida corporation ("FATIC"). Section 3 of the Funding Agreement provides for the availability of third-party funds for right of way acquisition purposes pursuant to agreements among Osceola County, CFX, the Florida Department of Transportation ("FDOT"), and Farmland Reserve, Inc., a Utah nonprofit corporation ("FRI") and All Aboard Florida – Operations, Inc., a Delaware limited liability company ("AAF") for the design and acquisition of right-of-way for the Osceola Parkway Extension.

Section 5 of the Funding Agreement establishes the procedures for securing third-party funding of the acquisition of Parcel 112A. Per the Funding Agreement, CFX staff has identified Parcel 112A as necessary for the Osceola Parkway Extension and for transportation related purposes for the Central Florida Greenway and as eligible for FDOT and FRI/AAF reimbursement. Under Section 5, subject of Right of Way and Board approval, CFX staff have negotiated the business terms for the acquisition of the property as indicated in the Real Property Acquisition Agreement attached as Exhibit "5".

Under the Funding Agreement, the acquisition of Parcel 112A is subject to approval by the Osceola County Board of County Commissioners. After approval, Osceola County will notify CFX of the closing date, the total amount required to satisfy the County's obligations under the Acquisition Agreement, deliver a special warranty deed conveying Parcel 112A to CFX in substantially the form as the deed attached as Exhibit "6", and requisition funds from FDOT and FRI/AFF for their share of the right of way acquisition costs. After receipt of the requisitioned amount, Osceola County shall remit the sums received to CFX.

Legal counsel for Osceola County and Lake Nona are reviewing the terms of the acquisition agreement.

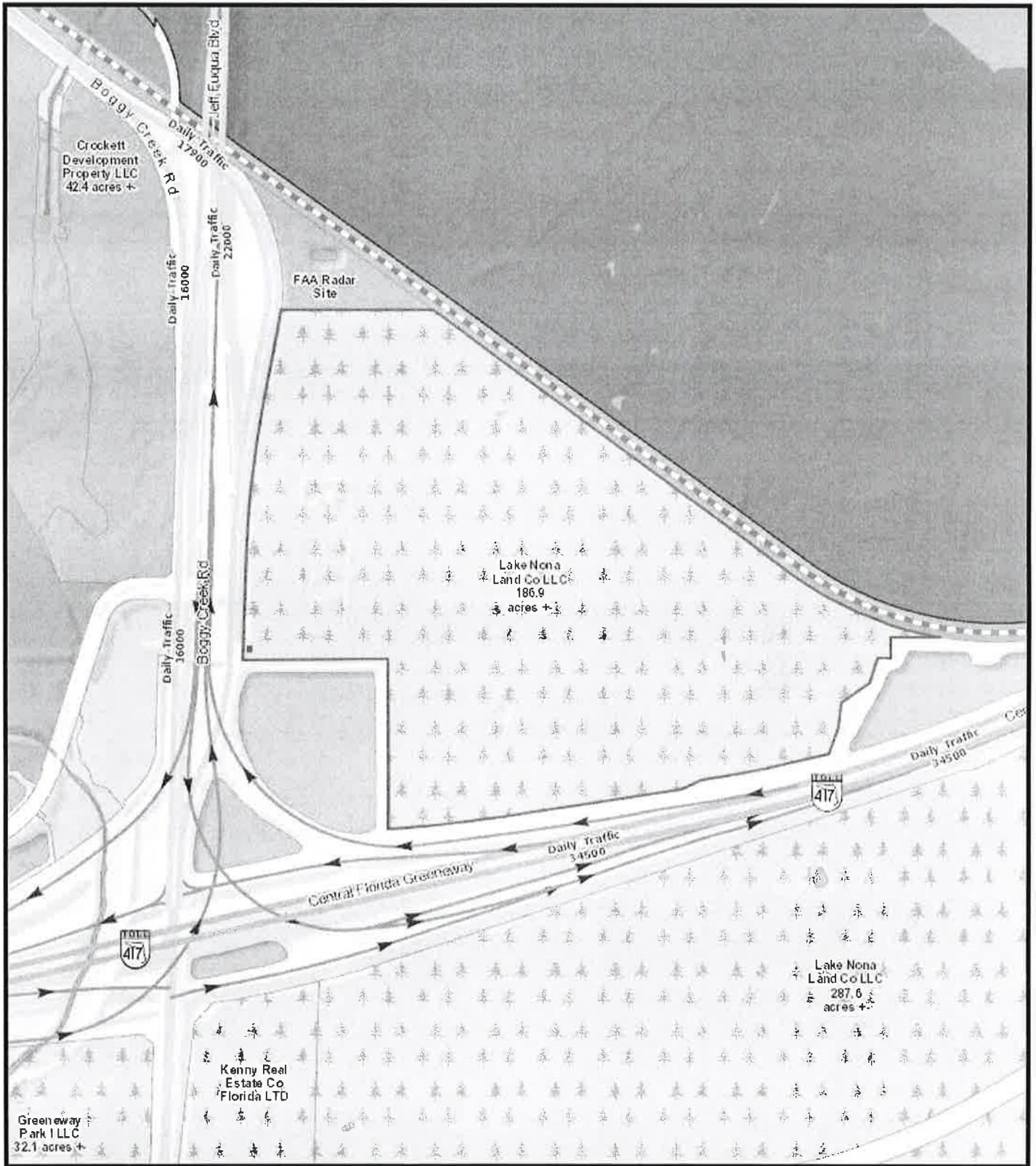
Recommendation

We request that the Right of Way Committee recommend to the Board that the Board approve the acquisition agreement in substantially the form as attached as Exhibit "5".

Attachments

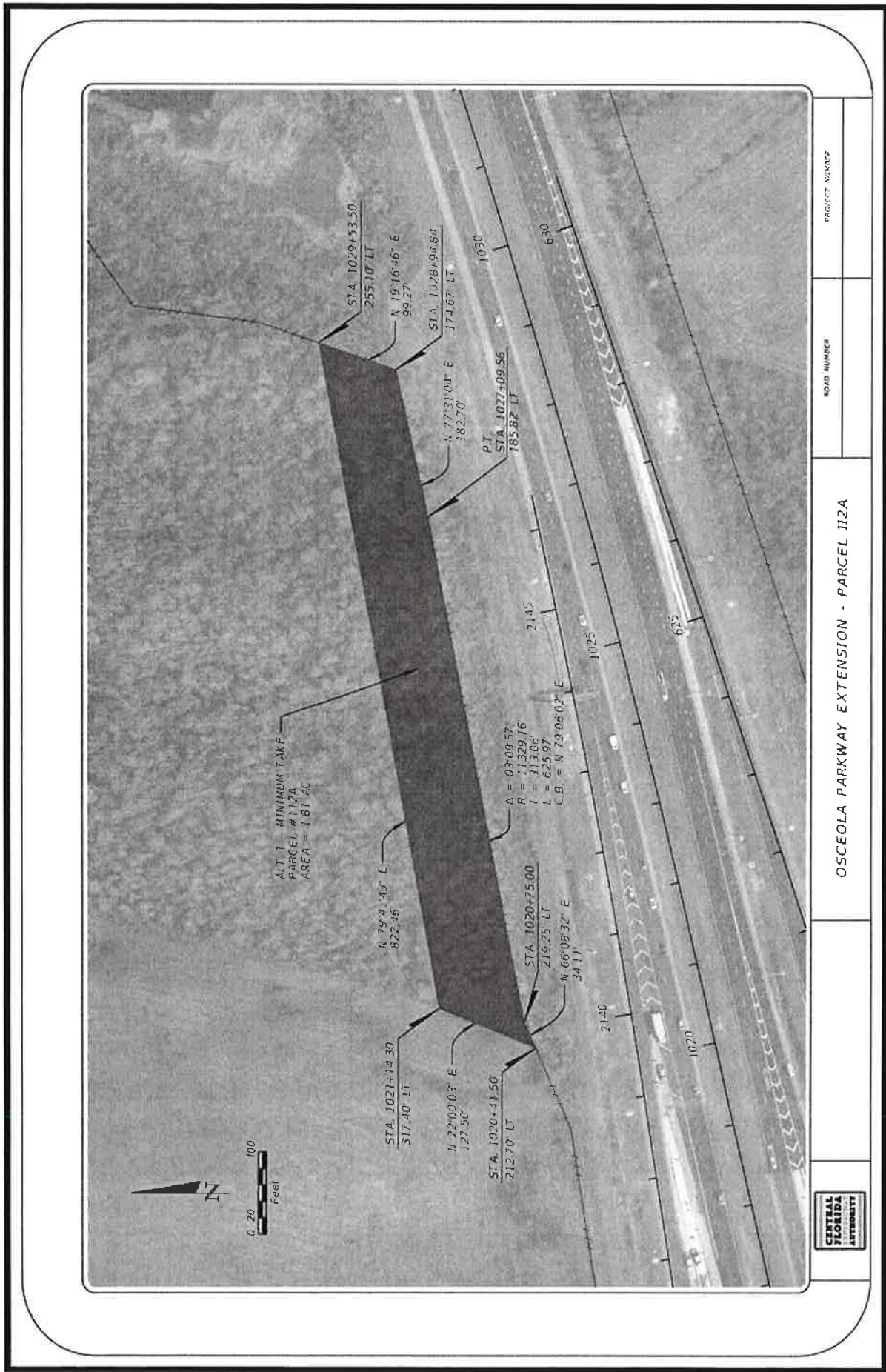
1. Tax Parcel Map
2. Aerial photograph of Parent Tract
3. Aerial photograph of Parcel 112A
4. Legal description and sketch of Parcel 112A;
5. Real Estate Purchase Agreement; and
6. Special Warranty Deed.

TAX PARCEL 22-24-30-0000-00-006



AERIAL PHOTOGRAPH





OSCEOLA PARKWAY EXTENSION
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

✓ ORANGE COUNTY
RESOLUTION 2014-M-34
IN TITLE WORK, IF CONDUCTED

LEGAL DESCRIPTION

PARCEL 112A

TITLE PROBLEM IF NOT APPROVED BY
ORANGE COUNTY

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

NO TITLE WORK ✓

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, BEING SOUTH 01°40'11" WEST, AN ASSUMED DATUM.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

PAGE 1 OF 2

REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: MARCH 21, 2018

Project No.: D08-01

Drawn: RJG Chkd.: RJH/DPW

OSCEOLA PARKWAY EXTENSION
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
PARCEL 112A



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556

SKETCH OF DESCRIPTION

POINT OF COMMENCEMENT

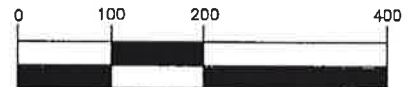
NW CORNER OF THE NE 1/4 OF SECTION 27,
TOWNSHIP 24 SOUTH, RANGE 30 EAST
4"x4" CONCRETE MONUMENT
PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS
FROM STATION 932+48.49 TO 1041+14.75
CFX PROJECT 454

ABBREVIATIONS

CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CHKD. = CHECKED BY
Δ = DELTA
L = LENGTH
± = MORE OR LESS
NT = NON-TANGENT
NO. = NUMBER
PC = POINT OF CURVATURE
R = RADIUS
REF# = REFERENCE NUMBER
STA = STATION

LINE TABLE		
REF#	BEARING	DISTANCE
L1	N66°08'32"E	106.05'
L2	S66°08'32"W	34.11'

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

WEST LINE OF THE NE 1/4 OF SECTION 27
S01°40'11"W 2401.80'
BASIS OF BEARINGS

NORTH EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE
PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS
FROM STATION 932+48.49 TO 1041+14.75
CFX PROJECT 454

STA 1021+14.30,
317.40' LT

STA 1029+54.12,
255.12' LT

PARCEL 112A
AREA = 1.848 ACRES ±

R=11329.16'
Δ=03°09'57"
L=625.97'

N22°00'03"E
127.50'

NT

PC
S77°31'04"W
182.70'

S19°16'46"W
99.28'

N81°22'03"E 564.47'

POINT OF BEGINNING
STA 1020+41.50, 212.70' LT

STA 1013+14.24

1015+00

PC STA 1021+66.03

1020+00

1025+00

CENTERLINE OF EASTERN BELTWAY
PER THE EASTERN BELTWAY RIGHT-OF-WAY MAPS
FROM STATION 932+48.49 TO 1041+14.75
CFX PROJECT 454

SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST

PAGE 2 OF 2

For: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: MARCH 21, 2018

Project No.: D08-01

Drawn: RJG Chkd.: RJH/DPW

OSCEOLA PARKWAY EXTENSION
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
PARCEL 112A



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556

REAL ESTATE ACQUISITION AGREEMENT

This **REAL ESTATE ACQUISITION AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2018 (the "Effective Date"), by and between **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation** ("Owner"), whose address is 699 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, and whose U.S. Taxpayer Identification Number is 27-1740765; and **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, ("COUNTY"), whose address is 1 Courthouse Square, Kissimmee, Florida 34741.

W I T N E S E T H:

WHEREAS, Owner is the fee simple owner of a certain parcel of real property located in Osceola County, Florida (the "Property"), being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, the County, the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II ("CFX") and the Osceola County Expressway Authority ("OCX") have entered into an Interlocal Agreement as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from West of Boggy Creek Road to the Proposed Northeast Connector Expressway, including a proposed additional segment to the Osceola Parkway Extension Project commencing at the current terminus of the Osceola Parkway Extension Project as presently proposed in the OCX 2040 Master Plan and extending east to a point which is approximately two miles east thereof to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017, said project being known as FM #439193-1-38-01 and FM #439193-1-48-01 (the "Osceola Parkway Extension"); and

WHEREAS, the County, and CFX have entered into an Interlocal Agreement for Third-Party Funding as of February 20, 2018 ("Funding Agreement"), which agreement was joined for limited purposes by the First American Title Insurance Company, a Florida corporation; and

WHEREAS, CFX has identified the Property as necessary under the Funding Agreement; and

WHEREAS, CFX has negotiated the business terms for acquisition of the Property under the Funding Agreement; and

WHEREAS, the County desires to acquire the Property as right of way for future construction and maintenance of transportation related facilities ("Project"), or for other appropriate and legally authorized uses, and the County is required by law to furnish same for such purpose; and

WHEREAS, the County desires to purchase from Owner the fee simple interest in the Property; and

WHEREAS, Owner desires to sell to the County and the County desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the County to Owner, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the County and Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell.** Owner agrees to sell to the County and the County agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

3. **Parties.** All parties to this Agreement hereby acknowledge that the terms contained in section 20.055(5), Florida Statutes, may apply to this Agreement to the extent required by said statute. The parties hereby agree to comply with this subsection of Florida Statutes.

4. **Purchase Price.** The total Property to be purchased from Owner is 1.848 acres, more or less, and includes any and all site improvements (the "Property"). The County shall pay Owner for the Property the sum of Two Hundred Thousand and No/100 **Dollars (\$200,000.00)**, (the "Purchase Price") which Purchase Price shall be paid by the County to Owner at Closing. The Purchase Price shall be paid by wire transfer of funds directly to the Broad and Cassel, LLP trust account as attorneys for Owner, subject to appropriate credits, adjustments and prorations as hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement, including, without limitation, severance damages to Owner's remaining property, business damages, consequential damages, any other damages whatsoever, together with interest, if any.

5. **County's Right of Inspection.**

(a) **Right of Inspection.** The County shall at all times prior to the scheduled date of Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the County, in its discretion, deems necessary or desirable to determine the suitability of the Property for its

intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. The County may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). The County may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to the County in its sole discretion. In the event the County determines that said report is not satisfactory, the County may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder, other than obligations which, by the express terms of this Agreement, survive the Closing or the termination of this Agreement.

(b) Termination. In the event County elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 5(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 12 hereof) prior to the then-scheduled date of Closing.

(c) Indemnification. Subject to limitations provided in Statute 768.28, Florida Statutes, County hereby agrees to indemnify and hold harmless Owner against all claims, demands, and liabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for County, or damages or injuries to persons or property, or the Property, arising out of County's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this Agreement, the agreement to indemnify and hold Owner harmless in this Section 5(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by County or County's employees, agents, or consultants. In the event County terminates this Agreement during the inspection period County shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 5, as to all of County's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 5, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement.

6. Evidence of Title. Within fifteen (15) days of the Effective Date of this Agreement, the County shall, at the County's sole cost and expense, obtain, and provide to Owner, a commitment from First American Title Insurance Company for a policy of Owner's Title Insurance (the "Commitment"). Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. The Commitment shall bind the title

company to deliver to the County a policy of Owner's Title Insurance which shall insure the County's title to the Property in an amount equal to the Purchase Price. The County shall have ten (10) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to the County. Owner shall have fifteen (15) days from receipt of notice of the title defect within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, the County shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owner agrees that it will, if title is found to be unmarketable or otherwise unacceptable to the County, use its best efforts to correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at the County's option. Those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, together with title exceptions listed in the Commitment and accepted in writing by the County, shall be deemed and collectively referred to herein as the "Permitted Exceptions". County shall take title to the Property subject to the Permitted Exceptions. At Closing, the County shall pay the premium for the Owner's Title Insurance Policy to be issued.

7. **Survey.** The County shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to the County and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not acceptable to the County shall be treated as title exceptions. The surveyor shall provide certified legal descriptions and sketches of said descriptions delineating the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owner.

8. **Closing Date and Closing Procedures and Requirements.**

(a) **Closing Date.** The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before _____ () days after the Effective Date or such earlier date selected by the County by providing not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of the County, or the County's attorney, or any other place which is mutually acceptable to the parties.

(b) **Conveyance of Title.** At the Closing, Owner shall execute and deliver to the County a Special Warranty Deed, in the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying fee simple marketable record title to the Property to the County, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever except for Permitted Exceptions and other title exceptions to which County has not objected or which County has agreed to accept subject to pursuant to Sections 5.

(c) **Conveyance of Possession.** Title shall transfer as of the Closing Date and, on or before said Closing Date, Owner shall abandon and vacate the Property and shall remove

all personal property not included in this transaction that Owner intends to remove from the Property and for which the County has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to the County at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in Exhibit "B," or by separate agreement of the parties entered into prior to the Closing. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and the County will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(d) Prorating of Taxes and Assessments. Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing date. All such taxes, assessments and charges shall be prorated as of the Closing date. At Closing, Owner will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the Osceola County Property Appraiser, the Osceola County Tax Collector and/or other applicable governmental County.

(e) Closing Costs. The County shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to the County hereunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by the County, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property, should the County desire to obtain a title insurance policy on the Property; (iv) all of the costs and expenses associated with the Survey, should the County desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Osceola County, Florida.

(f) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(1)(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA), an appropriate resolution authorizing the Owner to engage in the transaction, and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, limited liability company, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a Beneficial Interest Affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as Exhibit "D").

9. Maintenance of Property. From and after the date hereof and until physical possession of the Property has been delivered to the County, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all

taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

10. **Warranties and Representations of Owner**. To induce the County to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by the County and shall survive Closing;

(a) That Owner owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances, and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by the County.

(c) Owner has the full right, power and County to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owner hereunder.

(d) Owner has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(e) Owner has no knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owner has no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owner has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owner's part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owner has no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.

(f) Owner has no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct the County's use of the Property.

(g) Owner has no knowledge of any Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owner or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(h) No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion or thereof or any interest therein.

(i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party or to which Owner may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.

(j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owner has knowledge, Owner will immediately disclose same to the County when such knowledge is first available to Owner; and in the event of any change which may be deemed by the County to be materially adverse, the County may, at its election, terminate this Agreement.

11. **Defaults.**

(a) **Owner Default.** In the event that: (i) any of Owner's representations and warranties contained herein are not true and correct, or (ii) Owner fails to perform in any of Owner's covenants and agreements contained herein within the time performance specified herein; County may exercise the following rights and remedies: (i) County shall have the right to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (ii) pursue an action for specific performance of this Agreement against Owner (County acknowledges it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent the County from exercising its power of eminent domain to acquire, by condemnation, title to the Property.

(b) **County Default.** In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, Owner, in its sole

discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

12. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

County:	OSCEOLA COUNTY 1 Courthouse Square Kissimmee, FL 34741
With a copy to:	Andrew W. Mai, Esq. OSCEOLA COUNTY COUNTY ATTORNEY 1 Courthouse Square Suite 4200 Kissimmee, FL 34741
Owner:	LAKE NONA LAND COMPANY, LLC 6900 Tavistock Lakes Blvd., Suite 200 Orlando, Florida 32827
With a copy to:	Robert F. Mallett, Esq. BROAD AND CASSEL, LLP 390 N. Osceola Avenue, Suite 1400 Orlando, Florida 32801 Telephone (407) 839-4200 Facsimile (407) 425-8377

Title Problem
SEE: ORANGE COUNTY
Resolution 2014-11-34
Needs to go to Orange County BCC

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

13. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Owner and the Osceola County. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their

respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Osceola County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

14. **Survival of Provisions.** Other than as specified to the contrary in Section 10 above, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

15. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

17. **Waiver of Jury Trial.** OWNER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

18. **Radon Gas.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19. **Effective Date.** When used herein, the term “Effective Date” or the phrase “the date hereof” or “the date of this Agreement” shall mean the last date that either the County or Owner executes this Agreement.

20. **Release of County.** By execution of this Agreement, Owner acknowledges and agrees that as of the date of Owner’s execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge the County, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner’s conveyance of the Property to the County or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner’s remaining property, or other severance damages to Owner’s remaining property, business damages, consequential damages, or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner’s agreement to the foregoing, in which event if there is any conflict between the terms of the covenant and the deed and the terms of this Section, the terms of the covenant in the deed shall control.

21. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

22. **Indemnifications Regarding Brokers, Finders, Etc..** Owner represents and warrants to Osceola County, and Osceola County likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to Osceola County, and each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys’ fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of Osceola County (as to the indemnity obligations of Osceola County) or arising out of any actions of Owner (as to the indemnity obligations of Owner).

23. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Osceola County, Florida.

24. **Waiver/Time.** The waiver of any breach of any provision hereunder by Osceola County or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a

Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term “business days” shall be those days other than Saturdays, Sundays or federal holidays.

25. **Representation by Counsel.** County and Seller are both represented in this transaction by counsel. This Agreement shall not be construed more or less favorably against either party, regardless of which party may be deemed the drafter hereof.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:

“OWNER”

LAKE NONA LAND COMPANY, LLC,
a Florida Limited Liability Corporation

Print Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Print Name: _____

WITNESSES:

“COUNTY”

OSCEOLA COUNTY, FLORIDA

Print Name _____

By: _____

Chairman/Vice Chairman

Board of County Commissioners

Print Name _____

Date: _____

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

SCHEDULE OF EXHIBITS

EXHIBIT	DESCRIPTION
A	Legal Description – The Property
B	Schedule – Permitted Exceptions
C	Form – Special Warranty Deed
D	Form – Beneficial Interest Affidavit

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Project 599-2260
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"x4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°18'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

EXHIBIT “B”

PERMITTED EXCEPTIONS
Lake Nona Land Company, LLC

NONE

EXHIBIT "C"

FORM – SPECIAL WARRANTY DEED

Project 599-2260

Parcel 112A

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed the _____ day of _____, 2018 by **LAKE NONA LAND COMPANY, LLC, a Florida Limited Company** ("Owner"), whose address is _____, hereinafter referred to as "Grantor," to **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, and whose mailing address is 1 Courthouse Square, Kissimmee, FL 34741, hereinafter referred to as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

SUBJECT TO those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject

property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

LAKE NONA LAND COMPANY, LLC,
a Florida Limited Liability Corporation

WITNESSES:

Print Name: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of **LAKE NONA LAND COMPANY, LLC, a Florida limited liability corporation,** the _____, on behalf of the Company. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

Exhibit "A" to Special Warranty Deed

Project 599-2260
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1.848 ACRES, MORE OR LESS.

EXHIBIT “B”

PERMITTED EXCEPTIONS
Lake Nona Land Company, LLC

NONE

EXHIBIT "D"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Fred Hawkins, Jr., Chairman, **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida,

FROM: **LAKE NONA LAND COMPANY, LLC, a Florida Limited Corporation**

SUBJECT: Project 599-2260, Parcel 112A as more particularly described in Exhibit "A" attached hereto (hereinafter the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of the ____ day of _____, 2018 is as follows:

Name	Address	Percentage of Ownership
_____	_____	
_____	_____	
_____	_____	
_____	_____	

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to Osceola County, Florida.

[SIGNATURE AND NOTARY ON NEXT PAGE]

SELLER

LAKE NONA LAND COMPANY, LLC,
a Florida Limited Liability Corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA _____
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of **LAKE NONA LAND COMPANY, LLC, a Florida Limited Liability Corporation.** He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

Exhibit "A" to Disclosures of Interests in Real Property

Project 599-2260
Parcel No.: 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) (FORMERLY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY) SR 417 (EASTERN BELTWAY) RIGHT-OF-WAY MAPS, PROJECT 454 FROM STATION 932+48.49 TO 1041+14.75; THENCE SOUTH 01°40'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2401.80 FEET TO A POINT ON THE NORTH EXISTING RIGHT OF WAY LINE OF SAID EASTERN BELTWAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN NORTH 81°22'03" EAST, A DISTANCE OF 564.47 FEET TO A POINT; THENCE NORTH 66°08'32" EAST, A DISTANCE OF 106.05 FEET TO A POINT LYING 212.70 FEET LEFT OF CENTERLINE OF CONSTRUCTION STATION 1020+41.50 AND THE POINT OF BEGINNING; THENCE NORTH 22°00'03" EAST, A DISTANCE OF 127.50 FEET TO A POINT; THENCE NORTH 79°41'43" EAST, A DISTANCE OF 822.46 FEET TO A POINT ON SAID NORTH EXISTING RIGHT OF WAY LINE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH EXISTING RIGHT OF WAY LINE; RUN SOUTH 19°16'46" WEST, A DISTANCE OF 99.28 FEET TO A POINT; THENCE SOUTH 77°31'04" WEST, A DISTANCE OF 182.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 11329.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'57", AN ARC DISTANCE OF 625.97 FEET TO A POINT; THENCE SOUTH 66°08'32" WEST, NON TANGENT TO SAID CURVE, A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

CONTAINING 1.848 ACRES, MORE OR LESS.

4820-2216-8159, v. 2

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed the _____ day of _____, 2018 by **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part II, and whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807, hereinafter referred to as "Grantee".

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

SUBJECT TO those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO as the ad valorem and real estate taxes for the calendar year 2018 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee, or the Grantee' or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining

property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

OSCEOLA COUNTY, FLORIDA,
a charter county and political subdivision of
the State of Florida

WITNESSES:

Print Name: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of **OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, the _____, on behalf of the Company. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

Exhibit "A" to Special Warranty Deed

PARCEL 112A

A PORTION OF THAT PART OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST LYING SOUTHWESTERLY AND SOUTHERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ORLANDO UTILITIES COMMISSION RAILROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 3494, PAGES 2564-2567 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1.848 ACRES, MORE OR LESS.

EXHIBIT "B"

PERMITTED EXCEPTIONS
Lake Nona Land Company, LLC

NONE

May 30, 2018

Workshop

Minutes

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD WORKSHOP
May 30, 2018**

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

Board Members Present:

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

Board Members Not-Present:

Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:

Paul Wai, 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 workshop was called to order at 10:00 a.m. by Chairman Hawkins.

B. PUBLIC COMMENT

There were no public comments.

C. BUDGET - FY 2019 OPERATIONS, MAINTENANCE & ADMINISTRATION AND FY 2019 THROUGH FY 2023 FIVE YEAR WORK PLAN

CFO, Lisa Lumbard and Director of Engineering, Glenn Pressimone presented on the following:

- Total Proposed Spending for FY 2019
- Projected Revenues
- Proposed Operations Budget
- Proposed Maintenance Budget
- Proposed Administrative Budget
- Major OM&A Capital Items and Projects
- Proposed OM&A Budget – Debt Service Ratio
- Proposed OM&A Budget – Goldenrod Road Extension
- Total Proposed Spending for FY 2019
- Current Five-Year Work Plan
- Draft FY 2019-2023 Work Plan
- Draft Work Plan Funding Distribution
- Draft Work Plan Major Projects
- Draft Work Plan Major Resurfacing Projects
- Draft Work Plan Expansion Projects (Potential)
- Lake/Orange County Connector (Potential)
- 408 Eastern Extension (Potential)
- Osceola Parkway Extension (Potential)
- Poinciana Parkway Ext./I-4 Connector (Potential)
- Southport Connector Expressway (Potential)
- Capital Planning Model Assumptions
- Capital Planning Model Results
- Projected Senior Lien Coverage Ratio

The Board members provided comments, gave direction and asked questions, which were answered by Ms. Lumbard, Mr. Pressimone, Ms. Kelley, Mr. Passiatore and CFX's Financial Advisor, Brent Wilder of PFM.

D. BOARD MEMBER COMMENT

Board members reiterated their requests of staff.

E. ADJOURNMENT

Chairman Hawkins adjourned the workshop at 12:00 p.m.

Fred Hawkins, Jr.
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2018.

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, videotapes of Board meetings commencing July 25, 2012 may be available at the CFX website, www.cfxway.com.

D.

Consent Agenda

CONSENT AGENDA

June 29, 2018

CONSTRUCTION

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

a. Project 408-742A Preferred Materials, Inc.	\$ 450,943.89
b. Project 599-626 United Signs & Signals, Inc.	(\$ 13,666.05)
c. Project 599-527 Converjint Technologies, LLC	(\$ 14,520.30)
d. Project 429-205 Superior Construction Co., SE, LLC	\$ 373,721.16
e. Project 429-204 Southland Construction, Inc.	\$ 76,634.15
f. Project 429-206 GLF Construction Corp.	(\$ 74,818.67)
g. Project 408-128 The Lane Construction Corp.	\$ 375,090.53
h. Project 408-127 The Lane Construction Corp.	(\$ 27,042.51)
i. Project 800-903E Preferred Materials, Inc.	(\$ 93,796.27)
j. Project 528-313 The Lane Construction Corp.	(\$ 448,345.51)
2. Approval of Contract Award to Rieker Duley Construction Co. for CFX Headquarters Renovations, Project 599-413, Contract No. 001295 (Agreement Value: \$1,050,611.00)
3. Approval of Final Ranking, Authorization for Fee Negotiations and Limited Notice to Proceed for CFX's Owner's Representative with Johnson, Mirmiran & Thompson, Inc., Projects 408-312B and 528-915, Contract No. 001399
4. Approval of Final Ranking and Authorization for Fee Negotiations for Systemwide Construction Engineering and Inspection Consultant Services, Contract Nos. 001368 and 001406
5. Authorization to Advertise for Letters of Interest for Systemwide Materials Testing and Geotechnical Services, Contract Nos. 001434 and 001435
6. Authorization to Advertise for Request for Qualifications for Rapid Response Systemwide Contracts

ENGINEERING

7. Approval of TLC Engineering for Architecture, Inc. as Subcontractor for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145
8. Approval of Southeastern Surveying & Mapping Corporation as Subcontractor for the Miscellaneous Design Services Contract with Pegasus Engineering, LLC, Contract No. 001161
9. Approval of Geotechnical and Environmental Consultants, Inc. as Subcontractor for the Concept, Feasibility and Mobility Study Contract with RS&H, Inc., Contract No. 001250

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10. Approval of Contract Award to RS&H, Inc., for Design Consultant Services for the SR 417 Widening from John Young Parkway to Landstar Boulevard, Project 417-142, Contract No. 001313 (Agreement Value: \$6,500,000.00)
11. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project 417-149, Contract No. 001387
12. Approval of Contract Award to Hubbard Construction Company for SR 417 Widening from Econlockhatchee to Seminole County, Project 417-134, Contract No. 001398 (Agreement Value: \$44,810,996.19)
13. Authorization to Advertise for Construction Bids for SR 408 Milling & Resurfacing from I-4 Ultimate Limits to the Lake Underhill Bridge, Project 408-746, Contract No. 001420
14. Authorization to Advertise for Construction Bids for Forest Lake Toll Plaza Rigid Pavement Improvements, Project 429-418, Contract No. 001440

FINANCE

15. Approval of Selection and Authorization of Firms for Investment Banking Underwriting Services, Contract No. 001132
16. Approval of Roadway Insurance Policy with Zurich American Insurance Company (Agreement Value: \$690,995)
17. Adoption of the Twenty-Third Supplemental Revenue Bond Resolution
18. Adoption of the Eighth Supplement to the Ninth Supplemental Bond Resolution
19. Authorization to Advertise for Request for Proposals for Cost to Collect Analysis, Contract No. 001352

INTERNAL AUDIT

20. Acceptance of Internal Audit Reports:
 - a. Ethics Policy Compliance Audit
 - b. Tolling System Replacement Review Phase III Vulnerability Scanning
 - c. IT General Controls Review
 - d. Pay by Plate Audit (Toll Violations and Wekiva Parkway Cashless Toll Revenue Audits)
 - e. Fiscal 2019 Internal Audit Plan
21. Approval of Contract Award to Protiviti, Inc. for Internal Auditor Services, Contract No. 001391 (Agreement Value: not-to-exceed \$1,692,000.00)

LEGAL

22. Authorization to Execute Memorandum of Understanding Between the Greater Orlando Aviation Authority and CFX for the Implementation of an E-PASS Transponder Hangtag Program
23. Approval of First Contract Renewal with Mateer & Harbert, P.A. for Right of Way Counsel Services, Contract No. 001116 (Agreement Value: \$310,000.00)

MAINTENANCE

24. Approval of Supplemental Agreement No. 6 with Florida Turnpike Services, LLC for Road Ranger Safety Service Patrol, Contract No. 000964 (Agreement Value: \$546,000.00)
25. Authorization to Advertise for Request for Proposals for Road Ranger Safety Service Patrol, Contract No. 001437
26. Approval of Second Contract Renewal with Kisinger Campo & Associates for Bridge Inspection Services, Contract No. 001127 (Agreement Value: \$350,000.00)
27. Approval of Harper Limbach LLC and W. W. Gay Mechanical Contractor of Orlando, Inc. as Subcontractors for the Facilities Maintenance Services Contract with DBI Services/Infrastructure Corporation of America, Contract No. 001150
28. Approval of Supplemental Agreement No. 4 with Infrastructure Corporation of America for Facilities Maintenance Services, Contract No. 001150 (Agreement Value: \$121,358.74)
29. Approval of Supplemental Agreement No. 1 with G4S Secure Solutions USA, Inc. for Security Guard Services, Contract No. 001319 (Agreement Value: \$277,000.00)
30. Authorization to Execute Cooperative Purchase Agreement with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services, Contract No. 001432 (Agreement Value: \$621,000.00)

TOLL OPERATIONS/TECHNOLOGY

31. Approval of Purchase Order to Dasher Technologies for Servers for CFX's Intelligent Transportation System (ITS), Project No. 599-543 (Agreement Value: \$61,776.48)
32. Approval of BRUDEN Corporation as Subcontractor for the System Software Maintenance Contract with TransCore, LP, Contract No. 000179
33. Approval of First Contract Renewal with TC Delivers, Inc. for Toll Operations Printing and Mailing Services, Contract No. 001085 (Agreement Value: \$478,500.00)
34. Approval of Express Employment and Quality Choice Staffing as Subcontractors for the E-PASS and VES Operations Contract with Egis Projects, Inc., Contract No. 001105

35. Approval of Traffic Control Products of FL., Inc. as Subcontractor for the Maintenance of ITS Infrastructure Contract with Kapsch TrafficCom USA, Inc., Contract No. 001283
36. Authorization to Advertise for Letters of Interest for Design Consultant Services for Three-Line Dynamic Message Signs Replacement Project, Project No. 599-545, Contract No. 001419
37. Authorization to Advertise for Request for Proposals for Maintenance of Fiber Optic Network (FON) Infrastructure, Contract No. 001423
38. Authorization to Advertise for Letters of Interest for Design Services for Wrong-Way Driving Deployment, Project 599-526, Contract No. 001438

RECORDS MANAGEMENT

39. Approval of First Contract Renewal with The University of Central Florida, Florida Institute of Government for On-Site Consulting and Technical Services, Contract No. 001221 (Agreement Value: \$21,000.00)

**CONSENT AGENDA ITEM
#1**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: June 5, 2018

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 (\$) June 2018	Total Amount (\$) to Date*	Time Increase or Decrease
408-742A	Preferred Materials, Inc.	SR 408 Milling & Resurfacing, SR 50 to Ortman Dr.	\$ 8,590,671.59	\$ -	\$ 450,943.89	\$ 9,041,615.48	0
599-626	United Signs & Signals, Inc.	Systemwide Logo Panel Replacement & Service Signage	\$ 363,415.00	\$ 23,510.71	\$ (13,666.05)	\$ 373,259.66	0
599-527	Convergint Technologies, LLC	CFX HQ Building Security Systems Upgrades	\$ 381,200.00	\$ -	\$ (14,520.30)	\$ 366,679.70	0
429-205	Superior Construction Co. SE, LLC	SR 429 Wekiva Parkway from Systems Interchange East to Mt. Plymouth Rd.	\$ 38,650,000.00	\$ 398,319.36	\$ 373,721.16	\$ 39,422,040.52	0
429-204	Southland Construction, Inc.	SR 429 Systems Interchange	\$ 79,625,302.60	\$ 3,301,776.15	\$ 76,634.15	\$ 83,003,712.90	0
429-206	GLF Construction Corp.	SR 453, Lake County Line to SR 46	\$ 49,482,671.93	\$ 1,967,275.56	\$ (74,818.67)	\$ 51,375,128.82	0
408-128	The Lane Construction Corp.	SR 408 Widening, SR 417 to Alafaya Trail	\$ 76,299,999.00	\$ -	\$ 375,090.53	\$ 76,675,089.53	0
408-127	The Lane Construction Corp.	SR 408 Widening, Hiwassee Rd. to Good Homes Rd.	\$ 23,569,000.00	\$ 855,169.63	\$ (27,042.51)	\$ 24,397,127.12	73
800-963E	Preferred Materials, Inc.	Goldenrod Rd. Milling & Resurfacing, Lee Vista Blvd. to Narcoossee Rd.	\$ 946,691.69	\$ -	\$ (93,796.27)	\$ 852,895.42	0
528-313	The Lane Construction Corp.	SR 528 / Innovation Way Interchange	\$ 62,452,032.01	\$ 419,060.11	\$ (448,345.51)	\$ 62,422,746.61	0
TOTAL					\$ 604,200.42		

* Includes Requested Amount for this current month.

Contract 408-742A: SR 408 Milling & Resurfacing, SR 50 to Ortman Dr.
Preferred Materials, Inc.
SA 408-742A-0618-01

Repair Areas Outside Project Limits

Repair areas beyond the project limits where the asphalt travel surface displayed isolated deterioration.

ADD THE FOLLOWING:

Raveling Area Repairs	\$ 30,137.00
Asphaltic Concrete, FC 9.5 TL-C 76-22	\$ 9,769.80
	<u>\$ 39,906.80</u>

Repair Areas of Pavement Distress

Areas in need of repair within the limits of the project were identified and addressed to a greater depth than provided in the original scope.

ADD THE FOLLOWING:

Milling Existing Asphalt Pavement, 3 1/4" Avg. Depth	\$ 52,241.28
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DECREASE THE FOLLOWING:

Milling Existing Asphalt Pavement, 2 1/4" Avg. Depth	\$ (35,352.40)
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INCREASE THE FOLLOWING:

Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$ 76,692.23
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Subtotal: Repair Areas of Pavement Distress	\$ 93,581.11
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Plan Revision 1 - Correct Pavement Deficiencies

The Engineer issued Plan Revision 1 to address areas in need of repair within the limits of the project.

ADD THE FOLLOWING:

Full Depth Asphalt Replacement	\$ 97,203.77
Milling Existing Asphalt Pavement, 5" Avg. Depth	\$ 33,926.38
Milling Existing Asphalt Pavement, 5 1/2" Avg. Depth	\$ 1,688.44
	<u>\$ 132,818.59</u>

INCREASE THE FOLLOWING:

Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$ 100,235.39
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Subtotal: Correct Pavement Deficiencies	\$ 233,053.98
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Perform Work from Adjacent Widening Project

The limits of friction course were adjusted from the widening project 408-127 to this project scope for coordination purposes. This change results in a net zero cost to CFX.

ADD THE FOLLOWING:

Extend Friction Course Paving Limits	\$ 84,402.00
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TOTAL AMOUNT FOR PROJECT 408-742A **\$ 450,943.89**

Contract 599-626: Systemwide Logo Panel Replacement & Service Signage
United Signs & Signals, Inc.
SA 599-626-0618-02

Adjustment to Pay Item Quantities

Adjust pay item quantities to reflect actual quantities of work constructed under the contract.

INCREASE THE FOLLOWING ITEM:

F&I Sign Panel Only, Up to 12 SF, Logo L-2, Sign 602 & 603	\$	240.00
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DECREASE THE FOLLOWING ITEMS:

F&I Sign Panel Only, Partial Overlay, 12-30 SF, Logo L-6 & L-6A	\$	(354.00)
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F&I Sign Panel Only, Bridge Mount, Up to 12 SF, Logo L-2	\$	(472.00)
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Sign Panel Only, Remove, Up to 12 SF	\$	(255.00)
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Allowance for Disputes Review Board	\$	(5,000.00)
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Work Order Allowance	\$	(7,825.05)
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	\$	(13,906.05)
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Subtotal: Adjustment to Pay Item Quantities	\$	(13,666.05)
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<u>TOTAL AMOUNT FOR PROJECT 599-626</u>	\$	<u>(13,666.05)</u>
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Contract 599-527: CFX HQ Building Security Systems Upgrades
Convergent Technologies, LLC
SA 599-527-0618-01

Adjustment to Pay Item Quantities

Adjust pay item quantities to reflect actual quantities of work constructed under the contract.

INCREASE THE FOLLOWING ITEMS:

F&I Exterior Dome Camera	\$ 5,314.00
F&I Interior Dome Camera	\$ 7,188.00
Removal of Existing CCTV Cameras incl. Cable	\$ 724.00
F&I Cat 6 Cable	\$ 7,991.72
	<u>\$ 21,217.72</u>

DECREASE THE FOLLOWING ITEMS:

F&I Fixed Vandal Resistant Exterior Bullet Camera	\$ (3,428.00)
F&I In-Ceiling Mount Kit for Interior Dome Camera	\$ (5,820.00)
F&I Rack Mount POE Surge Protector, 12 Port	\$ (902.00)
F&I Rigid Conduit, 1/2", Wall Mount	\$ (2,448.00)
F&I Rigid Conduit, 1/2", Above Ground Pole Mount	\$ (360.00)
F&I Exterior PVC Conduit, 1/2", Roof Mount	\$ (2,376.00)
Allowance for Disputes Review Board	\$ (6,000.00)
Work Order Allowance	\$ (14,404.02)
	<u>\$ (35,738.02)</u>

TOTAL AMOUNT FOR PROJECT 599-527

\$ (14,520.30)

Contract 429-205: SR 429 Wekiva Parkway from Systems Interchange East to Mt. Plymouth Rd.
Superior Construction Co. SE, LLC
SA 429-205-0618-04

Overruns/Underruns of Contract Pay Items

Adjust pay item quantities to reflect actual quantities of work constructed under the contract.

INCREASE THE FOLLOWING ITEMS:

Fiber Optic Cable, 12 Fiber	\$	2,631.09
Fiber Optic Cable, 72 Fiber	\$	16,631.26
Fiber Optic Splice Enclosure	\$	7,520.56
Fiber Optic Splice	\$	3,158.64
Multipost Sign, 101-200SF	\$	7,716.34
Reflective Pavement Markers	\$	36.40
PPRT, White, Skip, 12"	\$	395.29
TMS Cable	\$	59.10
Changeable Variable Message Boards	\$	17,532.00
Milling Existing Pavement, 1.5" Avg	\$	3,470.10
Milling Existing Pavement, 2.25"	\$	4,337.34
Superpave, Traffic Level B	\$	6,577.10
Superpave, Traffic Level D w/ Binder	\$	30,780.20
Asphalt FC-5 Black Granite	\$	62,453.57
Asphalt FC-12.5	\$	1,632.15
Miscellaneous Asphalt	\$	8,362.00
Inlet Type D Modify <10	\$	13,725.00
Pipe Culvert RCP 18"	\$	8,323.00
Pipe Culvert RCP 24"	\$	11,741.00
MES 24" Round	\$	2,195.00
MES 36" Round	\$	3,474.00
24" Prestressed Piles	\$	188,505.00
24" Prestressed Test Piles	\$	18,000.00
Rip Rap Rubble	\$	702.00
Type B Fencing	\$	1,720.00
Performance Turf	\$	240,015.00
Conduit, Open Trench	\$	524.00
Pull Box	\$	726.32
Fiber Optic Cable 4" PVC w/ 2-1" HDPE	\$	1,285.00
Fiber Optic Cable 4" PVC w/ 2-2" HDPE	\$	199.80
Fiber Optic Cable 6" PVC w/ 9-1" HDPE	\$	214.65
Thermo, White, Solid, 18"	\$	287.00
Thermo, White, Solid, 6"	\$	13.73
Thermo, Yellow, Solid, 6"	\$	377.52
Thermo, White, Solid, 8", Other Surfaces	\$	10.56
Thermo, Yellow, Solid, 6", Other Surfaces	\$	31.68
Conductors, #6	\$	306.85
	\$	665,670.25

DECREASE THE FOLLOWING ITEMS:

PPRT, Yellow, Solid, 6"	\$ (71.20)
PPRT, White Black, Skip	\$ (25.50)
Type B Stabilization	\$ (2,397.00)
Limerock Base Group 4	\$ (7,507.20)
Limerock Base Group 5	\$ (10,063.10)
Superpave Traffic Level C	\$ (201.30)
Superpave Traffic Level D	\$ (1,547.52)
Asphalt FC-5 Friction Course	\$ (63,124.74)
MES 42" Round	\$ (4,650.00)
Vertical Drainage Wicks	\$ (26,492.00)
Piles, Polyethylene Sheeting	\$ (810.00)
Seed and Mulch	\$ (3,319.50)
Plastic Erosion Mat	\$ (1,407.00)
Existing Fiber Optic Splice Enclosure	\$ (965.14)
Fiber Optic Cable 9-1" HDPE	\$ (135.24)
Fiber Optic Cable 6" Split Sleeve	\$ (321.60)
Fiber Optic Cable 6" Directional Bore	\$ (1,651.89)
Electrical Service Disconnect	\$ (824.87)
Thermo, White, Skip, 6"	\$ (2.32)
Thermo, White, Solid, 6", Other Surfaces	\$ (44.35)
Remove Existing Pavement Markings	\$ (1,380.00)
Utility Pipe PVC Casing	\$ (972.00)
Utility Allowance	\$ (45,659.49)
DRB Allowance	\$ (6,000.00)
Work Order Allowance	\$ (215,815.60)
	<u>\$ (395,388.56)</u>

Subtotal: Overruns/Underruns of Contract Pay Items	\$ 270,281.69
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Fuel Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of February 2018 - April 2018. Monthly adjustments were made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of time \$4,884,871.87 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Index Adjustments: February 2018 - April 2018	\$ 24,521.43
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Bituminous Adjustments

The contract contains provisions for indexed bituminous adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of February 2018 - April 2018. Adjustments were made only if the current month of bituminous price is greater or less than 5% of bid/base bituminous price.

ADD THE FOLLOWING ITEM:

Bituminous Index Adjustments: February 2018 - April 2018	\$	12,259.96
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Composite Pay Factor (CPF) Adjustments

The contract contains provisions for CPF adjustments. In accordance with contract specifications, the engineer has calculated pay item adjustments on asphalt placed with composite pay factors for Lot 5, 6, 8, 11, 13 and 15.

ADD THE FOLLOWING ITEM:

Composite Pay Factor Adjustments: Lot 5, 6, 8, 11, 13 and 15	\$	12,641.89
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Base Thickness Adjustments

The Contract contains an adjustment of payment based on actual thickness of road base constructed. The Engineer has calculated the amount the Contractor is due based on an actual thickness determination.

ADD THE FOLLOWING ITEM:

Base Thickness Adjustments	\$	27,108.70
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Repairs of Existing Ramp - FDOT Section 3

Extra work was required by the Contractor to stabilize areas of erosion and prevent degradation of the previously constructed roadway shoulder. The Contractor's efforts were monitored and compensation is for repairs made to correct these pre-existing conditions.

ADD THE FOLLOWING ITEM:

Repairs to Ramp - FDOT Section 3	\$	14,193.67
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Corrective Work on Adjacent Property

During the course of the project the engineer reviewed the hydrology and a determination was made that drainage augmentation was required and issued through plan revision to provide additional drainage control in these locations. The Contractor is due compensation for documented efforts to restore adjacent property due to the timing of the revisions.

ADD THE FOLLOWING ITEMS:

Work on E. Wolfe Property - Plan Rev # 008	\$	18,206.25
Work on K. Buchheit Property - Plan Rev # 002	\$	3,735.92
	\$	<u>21,942.17</u>

Striping Repairs - Post Project Acceptance

The Contractor is to be compensated for performing restoration to PPRT striping that was damaged after the project was accepted.

ADD THE FOLLOWING ITEM:

Striping Repairs - Additional	\$	3,238.50
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Drainage Repairs

This deduction is for drainage repairs paid for by CFX.

ADD THE FOLLOWING ITEM:

Reimbursement for Drainage Repairs on 429-203 (By Others)	\$	(12,466.85)
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TOTAL AMOUNT FOR PROJECT 429-205

\$ 373,721.16

Contract 429-204: SR 429 Systems Interchange
Southland Construction, Inc.
SA 429-204-0618-13

Stabilization for Miscellaneous Asphalt

Compensation to the Contractor for cost associated with supplying and installing recycled asphalt pavement under bridges along Ondich Rd. and Plymouth Sorrento Rd. to stabilize sandy soil conditions.

ADD THE FOLLOWING ITEM:

Recycled Asphalt Pavement as Base for Soil Stabilization	\$	12,077.37
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Remove and Replace Damaged Fence

Compensate the Contractor for cost associated with the removal and replacement of fence along the Right-of-Way due to named storms in July and September 2017.

ADD THE FOLLOWING ITEM:

Remove and Replace Damaged Fence	\$	24,606.99
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Asphalt Repair (3rd Party Oil Spill)

Compensation to the Contractor for cost associated with the removal and replacement of asphalt on the 203 project after an oil spill was discovered. The oil spill was in the area of active traffic and was determined to not be construction related.

ADD THE FOLLOWING ITEM:

Asphalt Repair - Oil Spill	\$	15,454.85
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Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of January 2016 - April 2018. Monthly adjustments were made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of time \$82,998,889.88 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Index Adjustments: January 2016 - April 2018	\$	91,673.13
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Bituminous Price Index Adjustments

The contract contains provisions for indexed bituminous adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of January 2016 - April 2018. Adjustments were made only if the current month of bituminous price is greater or less than 5% of bid/base bituminous price.

ADD THE FOLLOWING ITEMS:

Bituminous Index Adjustments: January 2016 - April 2018	\$	(88,693.36)
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Composite Pay Factor (CPF) Adjustments

Add the following items to allow for CPF adjustments in accordance with Standard Specifications 334-8.3 and 337-12.3. This specification provides for a pay adjustment on asphalt placed with calculated pay factor for proximity to target for characteristics including asphalt binder content and gradation.

ADD THE FOLLOWING ITEMS:

CPF Adjustments	\$ (12,918.35)
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Limerock Thickness Adjustments

Thickness adjustments are added in accordance with Standard Specification Section 285-7.

ADD THE FOLLOWING ITEMS:

Limerock Thickness Adjustments	\$ 33,788.82
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Disposition of Defective Material (DDM) Adjustments

Adjustments are assessed in accordance with General Specification Section 4.6.

ADD THE FOLLOWING ITEMS:

Concrete Class IV, Mass Substructure, DDM Adjustment	\$ (945.46)
Asphalt Friction Course TL-C, FC-5, DDM Adjustment	\$ (8,001.59)
	<hr/>
	\$ (8,947.05)

Completed Pay Items of Work

Adjust quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized quantities in the contract.

INCREASE THE FOLLOWING ITEMS:

Subsoil Excavation	\$	1,269.45
Graded Aggregate Base 4.5"	\$	766.84
Superpave Asphaltic Concrete Traffic B	\$	4,632.60
Superpave Asphaltic Concrete Traffic C	\$	309,732.42
Superpave Asphaltic Concrete Traffic D	\$	59,985.77
Asphalt Concrete Friction Course, Traffic C, FC-12.5	\$	30,237.21
Concrete Class II, Superstructure	\$	3,407.13
Pipe Culvert, RCP, Round 18"	\$	6,438.60
Mitered End Section, Optional Round, 18" CD	\$	640.57
Mitered End Section, Optional Round, 15" SD	\$	718.01
Underdrain, Type V	\$	2,763.30
Underdrain, Special	\$	31,352.58
Underdrain, Outlet Pipe, 6"	\$	1,934.88
Riprap, Rubble, F&I, Ditch Lining	\$	367.36
Rumble Strips	\$	1,647.99
Riprap, Fabric-Formed Concrete, 8' Filter Points	\$	70.10
Fencing, Type B 5.1-6' Standard	\$	444.50
Performance Turf	\$	1,049.56
Performance Turf, Sod	\$	240,386.47
Fiber Optic Cable, 9-1" HDPE SDR 11, Trench or Plow	\$	6,632.16
Fiber Optic Conduit, 1-2", Directional Bore, F&I	\$	867.20
Fiber Optic 6" PVC Outer Duct w/ Conduit 9-1" HDPE	\$	18,414.00
Traffic Monitoring Station, 40' Pole	\$	22,000.00
Single Post Sign, <12 SF	\$	516.90
Single Post Sign, 21-30 SF	\$	6,719.58
Single Post Sign, Remove	\$	833.44
Multi-Post Sign, Ground Mount, Remove	\$	985.29
Sign Panel, F&I Ground Mount, 12-20 SF	\$	1,932.78
Sign Panel, Remove, Up to 12 SF	\$	201.68
Delineator, Flexible Tubular	\$	420.16
Retro-Reflective Pavement Markers	\$	354.90
Thermoplastic, Std, White, Solid, 6"	\$	271.88
Thermoplastic, Std, White, Message	\$	252.10
Skip Traffic Stripe, PPRT, White, 3'-12', 12"	\$	1,536.77
Pavement Marking, Preformed Tape, HP, White, Skip, 3'-12', 12"	\$	1,428.80
Solid Traffic Stripe, PPRT, Yellow, 6"	\$	3,652.36
Solid Traffic Stripe, PPRT, Contrast, White/Black, 9"	\$	5,578.68
Skip Traffic Stripe, PPRT, Contrast, 10'-30', 9"	\$	1,762.97
Solid Traffic Stripe, PPRT, White, 8'	\$	232.35
Conductors, F&I, Insulated, #4	\$	1,459.92
Utility Pipe, F&I, Steel, Casing/Conduit, 50" or Larger	\$	5,381.28
Disputes Review Board	\$	39,000.00
	\$	818,280.54

DECREASE THE FOLLOWING ITEMS:

Changeable Variable Message Sign, Temp	\$ (8,965.00)
Sand Fill	\$ (293.72)
Grout Pipe Installation	\$ (16,301.24)
Superpave Asphaltic Concrete, Traffic C, PG 76-22, PMA	\$ (445,800.74)
Superpave Asphaltic Concrete, Traffic D, PG 76-22, PMA	\$ (47,406.78)
Asphalt Concrete Friction Course, TL-C FC-5	\$ (44,510.36)
Miscellaneous Asphalt Pavement	\$ (19,883.88)
Pipe Culvert, RCP, Round 24" S/CD	\$ (7,958.34)
Mitered End Section, Optional Round, 24" SD	\$ (740.75)
Video Taping of Existing Pipe	\$ (9,938.25)
Continuous Operation of Existing ITS Devices	\$ (30,228.95)
Conduit, F&I, Underground	\$ (684.95)
Conduit, F&I, Directional Bore	\$ (6,562.80)
Fiber Optic Cable Inventory	\$ (843.27)
Fiber Optic Splice Housing Inventory	\$ (1,563.05)
Fiber Optic Cable, Single Mode, 12 Fibers	\$ (1,308.48)
Fiber Optic Cable, F&I, Single Mode, 73 Fibers	\$ (20,013.40)
Fiber Optic, 4" PVC Outer Duct w/ Conduit 2-2" HDPE	\$ (2,244.00)
Single Panel, F&I, Bridge Mount, <12 SF	\$ (3,672.30)
Thermoplastic, Std, White, Arrows	\$ (126.05)
Thermoplastic, Std, Yellow, Solid, 6"	\$ (9.54)
Solid Traffic Stripe, Thermoplastic, White, 6"	\$ (28.62)
Solid Traffic Stripe, Thermoplastic, Yellow, 6"	\$ (28.62)
Preformed Tape, HP, White, Solid, 8"	\$ (1,516.88)
Solid Traffic Stripe, PPRT, White, 18"	\$ (839.22)
Conductors, F&I, Insulated, #6	\$ (1,177.11)
Lighting, Conductors, F&I, #8 to #6	\$ (77.70)
Lighting, Conductors, F&I, #4 to #2	\$ (236.07)
Work Order Allowance	\$ (135,728.72)
	<u>\$ (808,688.79)</u>

Subtotal: Completed Pay Items of Work \$ 9,591.75

TOTAL AMOUNT FOR PROJECT 429-204

\$ 76,634.15

Contract 429-206: SR 453, Lake County Line to SR 46
GLF Construction Corp.
SA 429-206-0618-09

Adjustments to Final Quantities for Completed Contract Items

Adjust quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized and constructed quantities.

INCREASE THE FOLLOWING ITEMS:

Subsoil Excavation	\$	32,936.00
Embankment	\$	16,879.70
Superpave Asphaltic Concrete, Traffic C	\$	20,587.50
Superpave Asphaltic Concrete, Traffic D	\$	9,885.00
Superpave Asphaltic Concrete, Traffic D, PG 76-22, PMA	\$	7,974.00
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$	1,927.80
Asphalt Friction Course incl. Bit, FC-6, PG 76-22, PMA	\$	909.60
Gutter Inlet, Type S, <10	\$	7,600.00
Performance Turf	\$	58,206.40
Conduit, Open Trench	\$	1,633.50
Fence Gate, Type B, Double, 20.1-24' Opening	\$	1,000.00
Small Fiber Optic Pull Box, F&I	\$	2,750.00
	\$	<u>162,289.50</u>

DECREASE THE FOLLOWING ITEMS:

Mailbox, F&I	\$	(1,890.00)
Optional Base Group 5 Correction	\$	(753.50)
Asphaltic Concrete Friction Course, Traffic C, FC-12.5, PG 76-22 PMA	\$	(601.80)
Miscellaneous Asphalt Pavement	\$	(680.00)
Gutter Inlet, Type S, <10	\$	(5,600.00)
Performance Turf Seeding	\$	(759.50)
Conduit, Directional Bore	\$	(940.00)
Lighting Conductors, F&I, Insulated #8 to #6	\$	(15.64)
Utility Allowance	\$	(89,317.94)
Work Order Allowance	\$	<u>(192,550.00)</u>
	\$	(293,108.38)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (130,818.88)

Composite Pay Factor (CPF) Adjustments

Add the following item to allow for CPF adjustments in accordance with Standard Specifications 334-8.3 and 337-12.3. This specification provides for a pay adjustment on asphalt placed with calculated pay factor for proximity to target for characteristics including asphalt binder content and gradation.

ADD THE FOLLOWING ITEMS:

CPF Adjustments	\$	47,022.93
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Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of August 2016 - April 2018. Monthly adjustments were made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of time \$2,888,485.30 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Index Adjustments: August 2016 - April 2018 \$ 10,128.41

Bituminous Price Index Adjustments

The contract contains provisions for indexed bituminous adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of September 2017 - April 2018. Adjustments were made only if the current month of bituminous price is greater or less than 5% of bid/base bituminous price.

ADD THE FOLLOWING ITEMS:

Bituminous Index Adjustments: September 2017 - April 2018 \$ (1,151.13)

TOTAL AMOUNT FOR PROJECT 429-206

\$ (74,818.67)

Contract 408-128: SR 408 Widening, SR 417 to Alafaya Trail
The Lane Construction Corp.
SA 408-128-0618-01

Salvage Existing Guardrail in Lieu of Reset

The Contract work requires resetting of existing guardrail. In addition to the unit price for the Pay Item for resetting existing guardrail, the Contract provides for additional reimbursement for the replacement of materials determined to be not reusable. These additional costs are not contained in the Contract amount. Based on completing 5% of the plan resetting quantity, it was estimated that the net unit cost for resetting after adding in these additional costs for replacement materials was \$17.84 /lf. Contract pricing for removal and new installation equated to \$17.30 /lf. The additional cost is directly related to being unable to reuse existing guardrail elements because of their condition.

ADD THE FOLLOWING ITEM:

Guardrail Materials to Replace Non-Reusable for Reset	\$	7,229.98
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INCREASE THE FOLLOWING ITEMS:

Guardrail Roadway	\$	160,416.00
Guardrail Removal	\$	32,306.00
	\$	192,722.00

DECREASE THE FOLLOWING ITEM:

Guardrail Reset	\$	(77,980.00)
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Subtotal: Salvage Existing Guardrail in Lieu of Reset	\$	121,971.98
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NOI 01: Alternate Traffic Control Plan (TCP) - Alafaya Diversions

The Contractor was pursuing the work to phase construct the new SR 408 over Alafaya Trail Bridge. The work requires phase demolition of the existing bridge. The plans accommodated the work by use of a detour through movements on Alafaya Trail. An alternate TCP was issued utilizing diversions in lieu of detours. The alternate TCP required additional work by the Contractor to implement. This is full and complete settlement for costs and issues associated with the adjusted TCP.

ADD THE FOLLOWING ITEM:

Alternate TCP - Alafaya Diversions	\$	56,134.16
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Concrete Paved Shoulders at Existing ORT (Plan Rev. 1)

Plan sheets 14 and 59 of Plan Revision 1 depicted the addition of concrete paved shoulders at the Dean Mainline Plaza ORT.

ADD THE FOLLOWING ITEM:

Plan Rev. 1 - Concrete Paved Shoulders at Dean ORT	\$	27,218.51
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Contractor Design: Temporary Critical Retaining Walls (incl. Temp to Remain)

This change documents two related matters: 1) it documents the change in wall type as proposed by the Contractor (zero net increase) and 2) provides additional compensation associated with the additional square footage of retaining walls specified by the Engineer and provided in the response to RFI 129 regarding KBTW-02 to KBTW-04.

ADD THE FOLLOWING ITEM:

Temporary Critical Retaining Walls (incl. Temp to Remain)	\$ 1,729,055.10
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DECREASE THE FOLLOWING ITEMS:

Steel Piling, Special, Soldier Pile, Temporary	\$ (396,270.00)
Steel Piling, Special, Soldier Pile, Permanent	\$ (92,872.00)
Steel Sheet Piling, Temporary Critical	\$ (578,145.60)
Steel Sheet Piling, F&I, Permanent	\$ (540,923.00)
	\$ (1,608,210.60)

Subtotal: Temporary Critical Retaining Walls (incl. Temp to Remain)	\$ 120,844.50
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Kehoe & Rouse Bridge End Bent Adjustments to Accommodate Existing Conditions

Consistent with Note 8 on plan sheets B2-09, B3-12 and B3-14; the Contractor conducted the pile integrity testing and existing condition survey stipulated for the existing pile foundations. As a result of that data, the engineer provided modifications to the end bent details associated with Rouse Rd. and Kehoe Bridges.

INCREASE THE FOLLOWING ITEM:

Concrete Class IV, Substructure	\$ 4,600.00
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Plan Revision 1

Plan Revision 1, in addition to adding concrete shoulder pavement at the ORT lanes, provides details to the following adjustments: owner furnished cantilever truss arms for OC 1, 4 and 8; lighting adjustments east end, ITS fiber optic adjustments and noise wall 01 adjustment. This documents the pay items quantity of work adjustments associated with the plan revision.

INCREASE THE FOLLOWING ITEMS:

Fiber Optic Inventory	\$	1,384.00
Fiber Optic Cable, 12 Strand Fiber, F&I	\$	1,412.30
Fiber Optic Cable, 72 Strand Fiber, F&I	\$	25,072.05
Fiber Optic Cable, Existing, Withdraw & Relocate	\$	876.00
Fiber Optic Cable, Remove	\$	6,855.20
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$	16,800.00
Fiber Optic Fusion Splice	\$	12,281.60
Fiber Optic Enclosure, 72 Splice, Reentry	\$	5,600.00
Large Fiber Optic Pull Box, 36" Diameter, F&I	\$	4,390.00
Pull & Splice Box, F&I, 13"x24" Cover Size	\$	356.00
Concrete Manhole, 4x6.5x6.5	\$	19,960.00
Concrete Manhole, Adjust	\$	1,470.00
Concrete Manhole, Remove	\$	1,180.00
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Trench or Plow	\$	3,165.75
Fiber Optic Conduit, 9-1" HDPE/SDR 11, Trench or Plow	\$	12,076.10
Fiber Optic Conduit, 6" HDPE/SDR 11, Outer Duct w/ 9-1" Directional Bore	\$	112,906.70
Fiber Optic Patch Panel, 12 Port, F&I	\$	1,330.00
Fiber Optic Patch Panel, 72 Port, F&I	\$	7,900.00
Cut-To-Length Fiber Optic Jumpers, F&I	\$	5,715.00
Luminaire, F&I, Roadway, Cobra Head	\$	6,966.00
Pole Cable Distribution System Conventional	\$	14,490.00
	\$	262,186.70

DECREASE THE FOLLOWING ITEMS:

Sound Barriers/Noise Walls incl. Fnd. Arch Col.	\$	(19,000.00)
Sound Barriers/Noise Walls incl. Fnd. Permanent	\$	(109,462.50)
Conduit, F&I, Open Trench	\$	(38,104.00)
Conduit, F&I, Directional Bore	\$	(7,971.50)
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Directional Bore	\$	(1,131.00)
Fiber Optic Conduit, 6" HDPE/SDR 11, Outer Duct w/ 2-1" & 2-2" Directional Bore	\$	(3,632.00)
Fiber Optic 6" PVC Split Duct, Trench or Plow	\$	(4,896.00)
Lighting Conductors, F&I, Insulated #8 to #6	\$	(7,293.72)
Lighting Conductors, F&I, Insulated #4 to #2	\$	(47,454.00)
Lighting Conductors, Remove & Dispose, Contractor Owns	\$	(3,207.00)
Tone Wire (F&I) (No. 12)	\$	(1,219.50)
	\$	(243,371.22)

Subtotal: Plan Revision 1 \$ 18,815.48

Little Econ Bridge Bents 6 & 7 - Pile Conflicts

While driving test piles at Bents 6 and 7 conflicts were encountered with existing battered pile. The pile layout and concrete substructure was revised by the Engineer to alleviate the conflict and allow work to proceed.

INCREASE THE FOLLOWING ITEMS:

Concrete Class IV, Substructure	\$ 5,500.00
Reinforcing Steel, Substructure	\$ 405.90
Steel Piling, HP 14x89	<u>\$ 19,600.00</u>
	\$ 25,505.90

TOTAL AMOUNT FOR PROJECT 408-128

\$ 375,090.53

Contract 408-127: SR 408 Widening, Hiawasse Rd. to Good Homes Rd.
The Lane Construction Corp.
SA 408-127-0618-06

Plan Revision #12

Plan Revision #12 dated 10/12/17 revised sign lighting and under-bridge deck lighting to LED with remote drivers to provide maintenance access without impacting traffic.

MODIFY THE FOLLOWING ITEMS:

Conduit, F&I, Bridge Mount	\$	2,640.00
Pull Box, F&I, 13"x24", Cover	\$	753.00
Junction Box	\$	1,094.00
Lighting Conductors, F&I, Insulated, #10 or Less	\$	234.60
Lighting Conductors, F&I, Insulated, #8-#6	\$	257.60
	\$	4,979.20

ADD THE FOLLOWING ITEMS:

Prestressed Concrete Pole, F&I, Type II Pedestal	\$	2,323.51
Bridge Mount Sign Lighters	\$	6,345.14
LED Sign Lighters, F&I, Overhead Cantilever	\$	13,876.02
LED Remote Driver Box, 3 Drivers, F&I	\$	12,062.34
Credit for LED OC Sign Lighters	\$	(3,508.36)
Sign Lighter Support	\$	2,175.18
	\$	33,273.83

Subtotal: Plan Revision #12 \$ 38,253.03

Revise Coating System

Revise concrete coating system to a product from that originally specified.

MODIFY THE FOLLOWING ITEM:

Cleaning and Coating Concrete Surface, Class 5	\$	(357,903.00)
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ADD THE FOLLOWING ITEMS:

Cleaning and Coating Concrete Surface, Class 5 SW	\$	374,972.22
Coating New Concrete Surface	\$	2,037.24
	\$	377,009.46

Subtotal: Revise Coating System \$ 19,106.46

Decrease Limits of Friction Course Paving

The limits of friction course were adjusted between the 408-742A asphalt resurfacing project for coordination purposes. Work deleted here was added here to the 408-742A project scope. This change results in a net zero cost to CFX.

ADD THE FOLLOWING ITEM:

Decrease Limits of Friction Course Paving	\$	(84,402.00)
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Subtotal: Decrease Limits of Friction Course Paving \$ (84,402.00)

Contract Time

In accordance with the terms of the agreement, add 73 non-compensable days to the contract for early completion of the east-bound roadway, completed on February 26, 2018.

Increase Contract Time 73 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 408-127

\$ (27,042.51)

**Contract 800-903E: Goldenrod Rd. Milling & Resurfacing, Lee Vista Blvd. to Narcoossee Rd.
Preferred Materials, Inc.
SA 800-903E-0618-01**

Adjustments to Final Quantities for Completed Contract Items

Adjust pay item quantities to reflect actual quantities of work constructed under the contract.

INCREASE THE FOLLOWING ITEMS:

Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, Black Granite	\$	1,148.20
Inlet Top, Repair, Curb Inlet	\$	3,200.00
Sidewalk Concrete, 4" Thick	\$	3,696.00
Sign Panel, Relocate, up to 12 SF	\$	425.00
Retro-Reflective Pavement Markers	\$	1,504.00
Skip Traffic Stripe, Thermoplastic, White, 12"	\$	31.05
Directional Arrows, Thermoplastic	\$	715.00
Solid Traffic Stripe, Thermoplastic, Yellow, 18"	\$	83.25
Solid Traffic Stripe, Preformed Thermoplastic, White, 24"	\$	546.00
Solid Traffic Stripe, Thermoplastic, White, 8"	\$	42.72
Skip Traffic Stripe, Thermoplastic, White, 6", 10'-30'	\$	75.53
Solid Traffic Stripe, Thermoplastic, Yellow, 8"	\$	16.47
	\$	<u>11,483.22</u>

DECREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary	\$	(936.00)
Mowing	\$	(1,500.00)
Concrete Curb & Gutter, Type F	\$	(1,320.00)
Utility Fixture, Valve Assembly, Adjust/Modify	\$	(1,100.00)
Conduit, F&I, Directional Bore	\$	(2,311.50)
Pull & Splice Box	\$	(425.00)
Loop Assembly, F&I, Type B	\$	(2,200.00)
Loop Assembly, F&I, Type F	\$	(2,400.00)
Solid Traffic Stripe, Thermoplastic, White, 12"	\$	(181.50)
Solid Traffic Stripe, Thermoplastic, White, 18"	\$	(259.00)
Solid Traffic Stripe, Thermoplastic, White, 24"	\$	(195.00)
Solid Traffic Stripe, Thermoplastic, White, 6"	\$	(7.95)
Solid Traffic Stripe, Thermoplastic, Yellow, 6"	\$	(321.17)
Thermoplastic Pavement Marking Removal	\$	(3,028.45)
Allowance for Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	<u>(84,093.92)</u>
	\$	(105,279.49)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (93,796.27)

TOTAL AMOUNT FOR PROJECT 800-903E **\$ (93,796.27)**

Contract 528-313: SR 528 / Innovation Way Interchange
The Lane Construction Corp.
SA 528-313-0618-11

Adjustments to Final Quantities for Completed Contract Items

Adjust quantities for completed pay items in the contract to reflect the actual field measured quantities installed throughout the project.

INCREASE THE FOLLOWING ITEMS:

Subsoil Excavation	\$	0.21
Embankment	\$	171,446.50
Inlet, Curb, P-1, <10'	\$	8,000.00
Manholes, P-7, >10'	\$	3,600.00
Manholes, J-7, <10'	\$	5,800.00
Pipe Culvert, Bituminous Coated, 18" Gutter Drain	\$	6,003.00
Pipe Culvert, RCP, 18" S/CD	\$	5,915.00
Concrete Curb & Gutter, Type F	\$	480.00
Concrete Traffic Railing Barrier w/ Junction Slab, 32" F Shape	\$	10,000.00
Shoulder Concrete Barrier Wall, Rigid, Shoulder	\$	17,440.00
Concrete Sidewalk & Driveways, 4" Thick	\$	15,708.00
Conduit, F&I, Open Trench	\$	8,841.70
Conduit, F&I, Directional Bore	\$	9,157.50
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$	5,130.00
Pull Box, F&I	\$	3,332.00
Fiber Optic Conduit, 1-2" HDPE/SDR II, Trench or Plow	\$	600.25
Fiber Optic Conduit, 2-2" HDPE/SDR II, Directional Bore	\$	4,147.00
Electrical Service Wire, F&I	\$	4,246.50
Electrical Service Disconnect, F&I, Pole Mounted	\$	1,924.00
Sign Panel, F&I, Overhead	\$	1,464.00
Utility Fittings, F&I, DI/CI, Elbow	\$	10,075.00
Utility Fittings, F&I, DI/CI, Elbow	\$	1,160.00
Utility Fittings, F&I, DI/CI, Y, 8-19.9"	\$	1,200.00
Utility Fixtures, F&I, 8-19.9", Valve Assembly	\$	8,400.00
	\$	304,070.66

DECREASE THE FOLLOWING ITEMS:

Concrete Class I, Endwalls	\$ (22.50)
Manhole, J-8, <10'	\$ (4,300.00)
Conduit, F&I, Aboveground	\$ (2,320.50)
Conduit, F&I, Bridge Mount	\$ (8,619.00)
Fiber Optic Cable, 12 Strand Fiber, F&I	\$ (135.00)
Fiber Optic Splice Enclosure, 144 Splice, F&I	\$ (3,591.00)
Pull & Splice Box, F&I, 13"x24" Cover Size	\$ (4,089.00)
Pull & Splice Box, F&I, 24"x36" Cover Size	\$ (3,186.00)
Junction Box, F&I, Mounted	\$ (2,260.00)
Fiber Optic Conduit, 9-1" HDPE/SDR II, Trench or Plow	\$ (3,013.50)
Fiber Optic Conduit, 1-2" HDPE/SDR II, Directional Bore	\$ (109.50)
Fiber Optic Conduit, 1-2" HDPE/SDR II, Wall Mount	\$ (8,370.00)
Fiber Optic Conduit, 2-2" HDPE/SDR II, Trench or Plow	\$ (858.00)
Utility Fittings, F&I, DI/CI, Tee, 20-49.9"	\$ (1,550.00)
Utility Fittings, F&I, DI/CI, Union, 8-19.9"	\$ (1,875.00)
Utility Fittings, F&I, DI/CI, Union, 20-49.9"	\$ (2,200.00)
Utility Fixtures, F&I, 2-4.9", Blowoff Assembly	\$ (3,800.00)
Utility Fixtures, F&I, 20-49.9", Sleeve	\$ (40,000.00)
Utility Fixtures, F&I, 20-49.9", Valve Assembly	\$ (26,000.00)
Work Order Allowance	\$ (636,117.17)
	<u>\$ (752,416.17)</u>

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (448,345.51)

TOTAL AMOUNT FOR PROJECT 528-313


\$ (448,345.51)

**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2018

SUBJECT: Approval of Contract Award to Rieker Duley Construction Co. for
CFX Headquarters Renovations
Project No. 599-413; Contract No. 001295

An Invitation to Bid for the referenced project was advertised on March 4, 2018. Responses to the Invitation were received from four (4) contractors by the April 17, 2018 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Rieker Duley Construction Co.	\$1,050,611.00
2.	S.A. Casey Construction	\$1,112,852.42
3.	Johnson-Laux Construction	\$1,115,308.62
4.	WFO Construction	\$1,158,875.00

The Engineer's Estimate for this project is \$1,351,743.00.

The Engineer of Record for Project 599-413 has reviewed the low bid submitted by Rieker Duley Construction Co. and determined that the low bid unit prices are not unbalanced.

The project consists of renovation of office space and modifications to electrical and mechanical systems on the first and third floors of the CFX Headquarters Building.

The Procurement Department has evaluated the bids and has determined the bid from Rieker Duley Construction Co., to be responsible and responsive to the bidding requirements. Award of the contract to Rieker Duley Construction Co. in the amount of \$1,050,611.00 is recommended.

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

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

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

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
RIEKER DULEY CONSTRUCTION COMPANY**

CFX HQ 1ST AND 3RD FLOOR RENOVATIONS

**PROJECT NO. 599-413
CONTRACT NO. 001295R**

**CONTRACT DATE: JUNE 29, 2018
CONTRACT AMOUNT: \$1,050,611.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL
SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL
PROVISIONS, PROPOSAL, ADDENDA, PUBLIC CONSTRUCTION
BOND AND FORMS**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,
TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, ADDENDA,
PUBLIC CONSTRUCTION BOND AND FORMS**

FOR

CFX HQ 1ST AND 3RD FLOOR RENOVATIONS

**PROJECT NO. 599-413
CONTRACT NO. 001295R**

JUNE 2018

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<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 6
GS	GENERAL SPECIFICATIONS (See General Specifications Table of Contents for listing of individual specifications sections.)	GS-1 to GS-70
	Attachment A	ATT-1 to ATT-9
P	PROPOSAL	P-1 to P-9
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

Attached compact disk contains the following and are incorporated herein

TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-81
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-5
	(See Special Provisions Table of Contents for listing of each special provision.)	

Addendum No. 1

Addendum No. 2

Plans

CONTRACT

This Contract No. 001295R (the "Contract"), made this 29th day of June 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Rieker Duley Construction Company, of 601 North Magnolia Street, Ste. 200, Orlando, FL. 32801, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 599-413, CFX HQ 1st and 3rd Floor Alterations, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 135 calendar days. The Contract Amount is \$1,050,611.00. This Contract was awarded by the Governing Board of CFX at its meeting on June 29, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Conditions, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

RIEKER DULEY CONSTRUCTION COMPANY

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.


General Counsel for CFX

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 22, 2018

SUBJECT: Approval of Final Ranking, Authorization for Fee Negotiations and Limited Notice to Proceed for CFX's Owner's Representative with Johnson, Mirmiran & Thompson, Inc.
Project Nos. 408-312B and 528-915; Contract No. 001399

Letters of Interest for the referenced project was advertised on March 11, 2018. Responses were received from three (3) firms by the deadline. Those firms were: Hill International, Inc., Johnson, Mirmiran & Thompson, Inc. and Stanley Consultants, Inc.

The Evaluation Committee shortlisted the firms and scheduled oral presentations were held on May 21, 2018. At the conclusion of the oral presentations, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Consultant Firm</u>	<u>Ranking</u>
Johnson, Mirmiran & Thompson, Inc.	1
Stanley Consultants, Inc	2
Hill International, Inc.	3

Board approval of the final ranking and authorization to enter into fee negotiations with Johnson, Mirmiran & Thompson, Inc. is requested. Due to the current activities on the I-4/SR 408 Interchange project, Board authorization is also requested for the Executive Director to approve a limited notice to proceed in anticipation of final contract approval in August. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested which is anticipated for the August Board meeting.

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

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

LOI-001399 Committee Meeting May 21, 2018 Minutes

Technical Review Committee for **Owner's Representative for I-4/SR 408 Ultimate Interchange and the Coordination for the Planned Brightline/construction along SR 528; Contract No. 0013998**, held a duly noticed meeting on Monday, May 21, 2018 at 1:00 p.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Joe Berenis, Chief of Infrastructure
Will Hawthorne, Manager of Engineer
Jack Burch, Resident Engineer

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

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

Hill International, Inc.	1:00 – 1:35 p.m.
Johnson, Mirmiran & Thompson, Inc.	1:45 – 2:20 p.m.
Stanley Consultants, Inc.	2:30 – 3:05 p.m.

Evaluation Portion:

Aneth stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Aneth for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Johnson, Mirmiran & Thompson, Inc.	4	1
Stanley Consultants, Inc.	5	2
Hill International, Inc.	9	3

The Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. It was agreed that Jack Burch would review and approve the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 3:30 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, May 21, 2018, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 

Aneth Williams

Approved by: 

Jack Burch



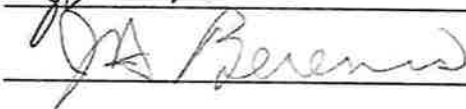
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CFX OWNER'S REPRESENTATIVE FOR 1-4/SR 408 ULTIMATE INTERCHANGE AND THE COORDINATION FOR
THE PLANNED BRIGHLINE CONSTRUCTION ALONG SR 528
CONTRACT NO. 001399R

CONSULTANT	Joe Berenis Score	Will Hawthorne Score	Jack Burch Score			TOTAL SCORE	RANKING
HILL INTERNATIONAL, INC.	3	3	3			9	3
JMT	2	1	1			4	1
STANLEY CONSULTANTS, INC.	1	2	2			5	2

EVALUATION COMMITTEE MEMBERS:

Date: Monday, May 21, 2018

Date: Monday, May 21, 2018


Date: Monday, May 21, 2018

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 29, 2018

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for
Systemwide Construction Engineering and Inspection Consultant Services
Contract Nos. 001368 and 001406

Letters of Interest for the selection of two firms for Systemwide Construction Engineering and Inspection Consultant Services was advertised on March 11, 2018. Responses were received from four firms by the deadline. Those firms were: Civil Site Engineering, Inc., Elipsis Engineering & Consulting LLC, Mehta and Associates, Inc. and P1 Consulting Services LLC.

After reviewing and scoring the letters of interest, the Evaluation Committee met on March 23, 2018 and shortlisted all the firms.

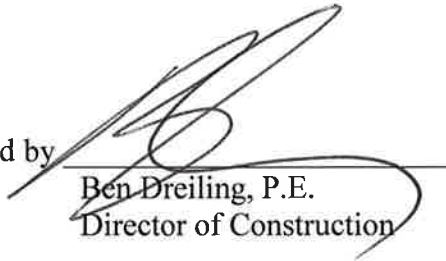
Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on May 29, 2018. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Consultant Firm</u>	<u>Ranking</u>
Elipsis Engineering & Consulting LLC	1
Mehta and Associates, Inc.	2
P1 Consulting Services LLC	3
Civil Site Engineering, Inc.	4

Board approval of the final ranking and authorization to enter into fee negotiations with Elipsis Engineering & Consulting LLC and Mehta and Associates, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Elipsis Engineering & Consulting LLC and Mehta and Associates, Inc. are not successful, Board authorization to enter into negotiations in ranked order is requested.

These contracts are a component of projects in the Five-Year Work Plan.

Reviewed by



Ben Dreiling, P.E.
Director of Construction

LOI-001368 & 001406 Committee Meeting May 29, 2018 Minutes

Technical Review Committee for **Systemwide Construction Engineering and Inspection (CEI) Consultant Services; Contract Nos. 001368 & 001406**, held a duly noticed meeting on Tuesday, May 29, 2018 at 9:00 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Ben Dreiling, Director of Construction
Jack Burch, Resident Engineer
Joe Berenis, Chief of Infrastructure

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

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

Civil/Site Engineering, Inc.	9:00 – 9:35 a.m.
Elipsis Engineering & Consulting LLC	9:45 – 10:20 a.m.
Mehta and Associates, Inc.	10:30 – 11:05 a.m.
P1 Consulting Services LLC	11:15 – 11:45 a.m.

Evaluation Portion:

Aneth stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Aneth for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Civil/Site Engineering, Inc.	00	00
Elipsis Engineering & Consulting LLC	00	00
Mehta and Associates, Inc.	00	00
P1 Consulting Services LLC	00	00

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

There being no other business to come before the Committee; the meeting was adjourned at 12:00 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, May 29, 2018, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Aneth Williams

Approved by: 
Jack Burch

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

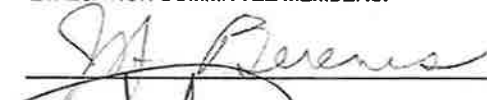
TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

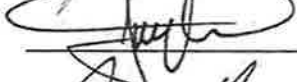
SYSTEMWIDE CEI SERVICES (SSBE)

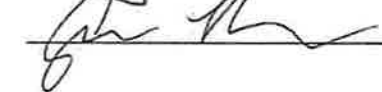
CONTRACT NOs. 001368 & 001406

CONSULTANT	Jack Burch Score	Will Hawthorne Score	Joe Berenis Score	TOTAL SCORE	RANKING
Civil/Site Engineering, Inc.	4	3	4	11	4
Elipsis Engineering & Consulting LLC	1	1	2	4	1
Mehta and Associates, Inc.	2	2	1	5	2
PI Consulting Services LLC	3	4	3	10	3

EVALUATION COMMITTEE MEMBERS:







Tuesday, May 29, 2018

Tuesday, May 29, 2018


Tuesday, May 29, 2018

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 29, 2018

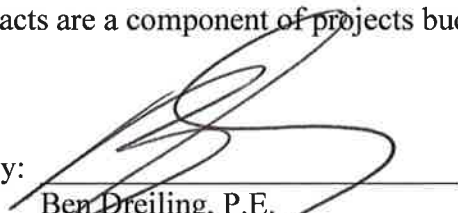
SUBJECT: Authorization to Advertise for
Letters of Interest for Systemwide Materials Testing and Geotechnical Services
Contract Nos. 001434 and 001435

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide Systemwide Materials Testing and Geotechnical Services. Contracts will be awarded to two firms.

Services provided under the contracts will be on an as-needed basis for minor projects and will include providing general geotechnical and materials testing services in support of a variety of CFX's construction projects.

These contracts are a component of projects budgeted in the Five-Year Work Plan.

Reviewed by:



Ben Dreiling, P.E.
Director of Construction

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 21, 2018

SUBJECT: Authorization to advertise for Request for Qualifications for Rapid Response Systemwide Contracts

Board authorization is requested to advertise for Request for Qualifications from qualified contractors for construction services as identified by the construction department, at specified locations throughout the CFX system.

A pool of contractors will be selected for the following service types:

- Signing & Electrical
- Drainage
- Fencing, Grading, Clearing & Sodding
- General Contractor Service (vertical)

CFX intends to enter into several non-exclusive contracts for rapid response projects. Contracts will be for one year, with the option of two one-year renewals. Projects will be awarded by a competitive bid process.

Reviewed by:


Ben Dreiling, P.E.
Director of Construction

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 23, 2018

SUBJECT: Approval of TLC Engineering for Architecture, Inc. as Subcontractor for the
General Engineering Consultant Services (GEC) contract with Dewberry
Engineers, Inc.
Contract No. 001145

Dewberry Engineers, Inc., CFX's GEC Consultant has requested approval to use TLC Engineering for Architecture, Inc. to perform HVAC, plumbing, fire protection, electrical and low voltage system engineering services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Dewberry Engineers, Inc. when its contract with CFX was originally awarded.

Board approval of TLC Engineering for Architecture, Inc. as a subcontractor to Dewberry Engineers, Inc. is requested.

Reviewed by: 
Glenn Pressimone, P.E.
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers, Inc. Date: March 28, 2018

CFX Contract Name: General Engineering Consultant Services CFX Contract No.: 001145

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: TLC Engineering for Architecture, Inc.

Address: 255 South Orange Avenue, Suite 1600, Orlando, FL 32801-3463

Phone No.: 407-841-9050

Federal Employee ID No.: 59-1228645

Description of Services to Be Sublet: HVAC, plumbing, fire protection, electrical, and low voltage system engineering

Estimated Beginning Date of Sublet Services: 4/1/18

Estimated Completion Date of Sublet Services: 12/8/21


Estimated Value of Sublet Services*: \$ 150,000

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

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

Requested By: 
(Signature of Consultant Representative)

Program Manager
Title

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

Date: 3/30/2018

Approved by: 
(Signature of Appropriate Chief)

Date: 3/30/18

Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 12, 2018

SUBJECT: Approval of Southeastern Surveying & Mapping Corporation as Subcontractor for the Miscellaneous Design Services contract with Pegasus Engineering, LLC
Contract No. 001161

Pegasus Engineering, LLC, CFX's Miscellaneous Design Services Consultant has requested approval to use Southeastern Surveying & Mapping Corporation to perform design survey, right-of-way and subsurface utility excavations services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Pegasus Engineering, LLC when its contract with CFX was originally awarded.

Board approval of Southeastern Surveying & Mapping Corporation as a subcontractor to Pegasus Engineering, LLC is requested.

Reviewed by:



Glenn Pressimone, PE
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Pegasus Engineering, LLC Date: April 6, 2018

CFX Contract Name: Miscellaneous Design Services CFX Contract No.: 001161

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: Southeastern Surveying & Mapping Corporation

Address: 6500 All American Boulevard, Orlando, Florida 32810-4350

Phone No.: 407-292-8580

Federal Employee ID No.: 59-1621976

Description of Services to Be Sublet: Design Survey, Right-of-Way and Subsurface Utility Excavations

Estimated Beginning Date of Sublet Services: April 15, 2018

Estimated Completion Date of Sublet Services: With expiration of Master Contract

Estimated Value of Sublet Services*: \$To be determined based on specific assignments - Anticipated to be in excess of \$25,000 over the duration of the contract

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

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

Requested By: 
(Signature of Consultant Representative)

Principal
Title

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

Date: 6/12/2018

Approved by: 
(Signature of Appropriate Chief)

Date: 6/12/18

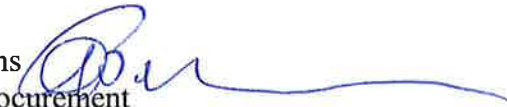
Attach Subconsultant's Certificate of Insurance to this Request

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

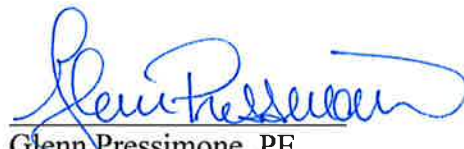
DATE: June 14, 2018

SUBJECT: Approval of Geotechnical and Environmental Consultants, Inc. as Subcontractor for the Concept, Feasibility and Mobility Study contract with RS&H, Inc. Contract No. 001250

RS&H, Inc., CFX's Concept, Feasibility and Mobility Study Consultant has requested approval to use Geotechnical and Environmental Consultants, Inc. to perform geotechnical and contamination analysis services for the Osceola Parkway Extension Project Development and Environment (PD&E) re-evaluation (from SR 417 to the Sunbridge Parkway). The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by RS&H, Inc. when its contract with CFX was originally awarded.

Board approval of Geotechnical and Environmental Consultants, Inc. as a subcontractor to RS&H, Inc. is requested.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: RS&H, Inc. _____ Date: June 12, 2018 _____

CFX Contract Name: Concept, Feasibility and Mobility Study for the Southport Connector Expressway _____

CFX Contract No.: 001250 _____

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: Geotechnical and Environmental Consultants, Inc. _____

Address: 919 Lake Baldwin Lane, Orlando, FL 32814 _____

Phone No.: 407-898-1818 _____

Federal Employee ID No.: 59 - 3044233 _____

Description of Services to Be Sublet: Geotechnical and Contamination Analysis Services for the Osceola Parkway Extension PD&E Re-evaluation (From SR 417 to the Sunbridge Parkway) _____

Estimated Beginning Date of Sublet Services: July 1, 2018 _____

Estimated Completion Date of Sublet Services: March 1, 2019 _____

Estimated Value of Sublet Services*: \$ 52,000.00 _____

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

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

Requested By: _____

(Signature of Consultant Representative)

Project Manager

Title

Recommended by: _____

(Signature of Appropriate CFX Director/Manager)

Date: 6/13/2018

Approved by: _____

(Signature of Appropriate Chief)

Date: 6/13/18

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 12, 2018

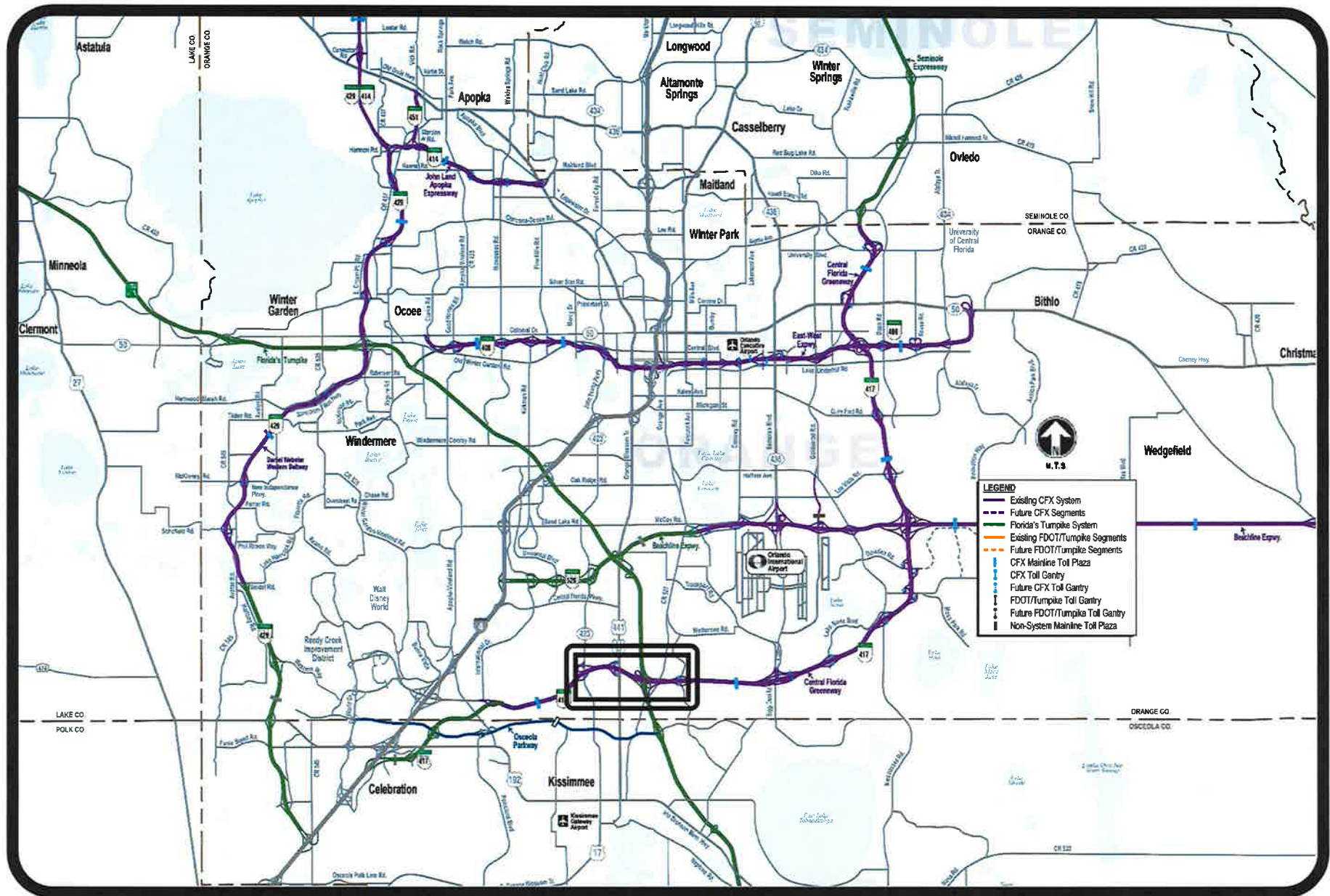
SUBJECT: Approval of Contract Award to RS&H, Inc. for Design Consultant Services
for the SR 417 Widening from John Young Parkway to Landstar Boulevard
Project No. 417-142; Contract No. 001313

The Board approved on January 11, 2018, the final ranking and authorization to negotiate with firms for the SR 417 Widening from John Young Parkway to Landstar Boulevard. Board award of the contract to RS&H, Inc. is requested in the not-to-exceed amount of \$6,500,000.00.

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

Reviewed by:


Glenn Pressimone
Director of Engineering



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

AGREEMENT

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

**S.R. 417 WIDENING FROM JOHN YOUNG PARKWAY TO
LANDSTAR BOULEVARD**

CONTRACT NO. 001313, PROJECT NO. 417-142

**CONTRACT DATE: June 29, 2018
CONTRACT AMOUNT: \$6,500,000.00**

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

**S.R. 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR
BOULEVARD**

DESIGN SERVICES

CONTRACT NO. 001313, PROJECT NO. 417-142

JUNE 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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D	Exhibit "D", Project Organization Chart	
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Central Florida Expressway Authority Agreement for Design Professional Services of
SR 417 Widening from John Young Parkway to Landstar Boulevard

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Central Florida Expressway Authority Agreement for Design Professional Services of
SR 417 Widening from John Young Parkway to Landstar Boulevard

THIS AGREEMENT, made and entered into this 29th day of June, 2018, 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 RS&H, 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 301 East Pine Street, Suite 350, Orlando, FL. 32801.

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. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from John Young Parkway to Landstar Boulevard identified as Project No. 417-142 and Contract No. 001313.

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.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said

documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

CLASS I

1. Base Consultants, Inc.
2. DRMP, Inc.
3. EAC Consulting, Inc.
4. The Balmoral Group
5. Traffic Engineering Data Solutions, Inc.
6. WBQ Design & Engineering, Inc.

CLASS II

1. DRMP, Inc. (survey)
2. Geotechnical and Environmental Consultants, Inc.
3. GPI Geospatial, Inc.
4. Nadic Engineering Services, Inc.

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

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

6.0. 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 \$6,500,000.00 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. 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 obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. 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 301 East Pine Street, Suite 350, Orlando, FL. 32801.

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 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.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, 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.

11.0. 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.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT 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 the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to 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, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, 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 obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, 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.

15.0. INSURANCE

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

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

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that

coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

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

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

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

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

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

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

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

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

16.0. COMMUNICATIONS, 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 7.0 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.

17.0. STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 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. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. 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.

18.0. DOCUMENTED ALIENS

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

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. 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.

20.0. 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.

21.0. 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.

22.0. 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.”

23.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 23.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 23.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 23.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

- 23.4. been engaged in business operations in Cuba or Syria; or
- 23.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24.0. 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.

25.0. AUDIT AND EXAMINATION OF RECORDS

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 The obligations in Section 25.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. 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 26.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

27.0. 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: RS&H, Inc.
301 East Pine Street, Suite 350
Orlando, FL. 32801
Attn: Edward Gonzalez, P.E.

RS&H, Inc.
301 East Pine Street, Suite 350
Orlando, FL. 32801
Attn: Renato Gonzalez, P.E.

28.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

29.0. 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.

30.0. ASSIGNMENT

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

31.0. 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.

32.0. 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.

33.0. ATTACHMENTS

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

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 June 29, 2018.

RS&H, 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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 417 WIDENING JOHN YOUNG PARKWAY
TO LANDSTAR BOULEVARD**

PROJECT NO. 417-142

IN ORANGE COUNTY, FLORIDA

JUNE 2018

Exhibit A
SCOPE OF SERVICES
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1.0 GENERAL

1.01 Location

- A. See EXHIBIT “E”, Project Location Map.

1.02 Description

The services will include final design and preparation of construction drawings/specifications for the proposed S.R. 417 outside widening from John Young Parkway to Landstar Boulevard. Specifically, the project consists of widening to the outside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, Orange Blossom Trail, Balcombe Road, SR 91 (Florida's Turnpike), Orange Avenue, CSX Railroad, and Landstar Boulevard will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Ramp bridge widening or replacement will also be required at the southbound off-ramp to Orange Blossom Trail and at the northbound off-ramp to Landstar Boulevard. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 outside widening from John Young Parkway to Landstar Boulevard.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final fiber optic network plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within eighteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans for Road and Bridge Construction, latest edition and subsequent interim or Developmental Standard Plans and updates, shall be used for this project.
 3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

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

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2045
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Vertical Curvature (K) (K=Len./%grade change) Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	Rural 31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft. Right Left	4-Lane 12 (10 paved) 8 (4 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4*paved) (2 paved) * min. 5' paved FDOT
Right Left	6-Lane 12 (10 paved) 12 (10 paved)	Dual Lane 10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges, ft. Right Left	4-Lane 10 6	Single-Lane 6 6	
Right Left	6-Lane 10 10	Dual Lane 10 6	
Cross Slopes Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Bridge Lanes	2% typ. (no break)		
Left Shoulder	5%	5%	5%
Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

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. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 outside widening from John Young Parkway to Landstar Boulevard. Specifically, the project consists of widening to the outside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder widths. All mainline bridges within the project limits, Orange Blossom Trail, Balcombe Road, SR 91 (Florida's Turnpike), Orange Avenue, CSX Railroad, and Landstar Boulevard will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Ramp bridge widening or replacement will also be required at the southbound off-ramp to Orange Blossom Trail and at the northbound off-ramp to Landstar Boulevard. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to GOAA, FDEP and applicable Water Management District(s).

4.03 Median Multi-Modal Corridor Assessment Study

- A. The Consultant will evaluate various conceptual typical section options in order to identify the preferred median width requirements for the SR 417 Corridor widening. Tasks will include the following:
- B. Investigate future scenarios and design requirements to accommodate multimodal accessibility (such as express bus, bus rapid transit, or commuter rail, etc.)
- C. Assess requirements for implementation of advanced technologies and

- Smart Corridor features.
- D. Research and examine future transit/rail expansion, user requirements (trucks, tour bus, etc.), travel demand needs and accessibility for planned development adjacent to the corridor.
 - E. Deliverable: The results of the evaluation will be documented in a Technical Memorandum to support the recommended median width and related design parameters for the corridor. The Technical Memorandum will include conceptual typical sections and diagrams to define modal requirements and constraints.

4.04 Preliminary Design Report - Review

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.05 Surveys and Mapping

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- B. Alignment

- 1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of

dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.

2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points.

N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.06 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as

warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, the following elements:

a. Roadway and Drainage

- i. Document collection and review
- ii. Soil boring location plan
- iii. Boring location and utility clearance
- iv. Traffic control for field operations
- v. Soil borings for roadway and stormwater pond design
- vi. Pavement Cores
- vii. ASCII files of soil borings for inclusion on plan cross sections
- viii. Groundwater measurement at boring locations
- ix. Estimation of seasonal high groundwater levels at boring locations
- x. Soil classification laboratory testing
- xi. Soil corrosion series laboratory testing for optional pipe materials
- xii. Limerock Bearing Ratio (LBR) testing to develop Resilient Modulus for pavement design
- xiii. Suitability of soil excavated from ponds for use in embankment construction
- xiv. Delineation of organic and/or plastic soil and recommendations for removal
- xv. Unconfined aquifer parameters for stormwater ponds
- xvi. Stormwater volume recovery or background seepage analysis for stormwater ponds
- xvii. Embankment settlement analysis
- xviii. Slope stability evaluation of embankment slopes including benching recommendations

b. Structures

- i. Document collection and review
- ii. Soil boring location plan
- iii. Boring location and utility clearance
- iv. Traffic control for field operations
- v. Soil borings for bridge foundations, box culverts, MSE walls, and sign foundations.
- vi. Traffic control for field operations
- vii. Groundwater measurement at boring locations

- viii. Estimation of seasonal high groundwater levels at boring locations and design high water level for foundation design
- ix. Soil classification laboratory testing
- x. Soil consolidation laboratory testing on undisturbed samples of plastic material at bridge abutments
- xi. Soil corrosion series testing for bridge substructure environmental classification
- xii. Evaluation of bridge foundation alternatives
- xiii. Detailed analysis of selected bridge foundation and design recommendations
- xiv. FBPIer parameters for bridge foundation lateral load analysis
- xv. Bridge foundation construction recommendations
- xvi. Box culvert foundation design recommendations and lateral earth pressures
- xvii. Analysis of temporary walls (sheet pile, lagging wall, soil nail, etc.) needed to facilitate widening of existing bridges and walls
- xviii. MSE wall external stability analysis and minimum reinforcement lengths for final wall design
- xix. Soil parameters for design of sign and ITS structure foundations
- xx. Drilled shaft construction recommendations for sign and ITS structure foundations

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

a. Reports (Roadway and Drainage, Bridge and Wall, Miscellaneous Structures)

- i. Summary of reviewed documents
- ii. USGS Quadrangle and NRCS Soil Survey maps
- iii. Existing conditions
- iv. Proposed improvements
- v. Subsurface exploration plan
- vi. Laboratory soil testing program
- vii. Drafted soil boring logs
- viii. Pavement core results
- ix. Laboratory test results
- x. Geotechnical analyses
- xi. Soil and groundwater design parameters
- xii. Design recommendations
- xiii. Construction recommendations

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station and offset, soil legend,

observed water table, estimated seasonal high elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.07 Contamination Impact Analysis

- A. The Consultant shall perform a Contamination Screening Evaluation of the project in accordance the FDOT Project Development and Environment Guidelines, Chapter 20 (FPDEG20) and the requirements of CFX.
- B. The results of the assessment will be presented in the Contamination Screening Evaluation Report (CSER). The CSER will rank potential contamination sites as No, Low, Medium or High risk in accordance with FPDEG20. Recommendations for sampling and testing at sites, if warranted, shall be included in the report.
- C. The sampling and testing of any sites, including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.08 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and interchange ramps impacted..
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.09 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.10 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.11 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires

additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.12 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility owners.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur which require utility relocation

agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain all necessary utility work schedules from the utility owners for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.13 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items

3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Plans and profiles (plans at 1"=50' scale)
8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans
10. Intersection plans and profiles or spot elevations
11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets including Erosion Control
17. Utility Adjustment Sheets as deemed necessary
18. Details
19. Special provisions
20. Special specifications

4.14 Structures Design

- A. Prior to commencement of final design, the Consultant shall prepare a Bridge Technical Memorandum (BTM) which documents the proposed superstructure alternative for each bridge site. Superstructure alternatives will be developed based on existing prestress beam curves and past experience. No superstructure, substructure or foundation designs will be completed for the BTM. The BTM will consist of a brief project overview and superstructure typical sections. Substructure types, foundation types, retaining wall types and retaining wall

locations will be developed during the final design.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge designs will be provided for all bridges.
2. Retaining walls
3. Box Culverts
4. Slope protection
5. Approach slabs
6. Details
7. Summary quantity tables
8. Special provisions and specifications
9. Stage construction-sequencing details (if applicable).
10. Sign\Signal structures.
11. Sound walls.
12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.15 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
2. Design the drainage and stormwater management facilities for the 6-lane section widened to the outside. Assume the median of the 6-lane section is pervious (sodded).
3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.16 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 1. Cover sheet (key sheet)
 2. Tabulation of Quantities
 3. General notes

4. Pole data and Legend sheet
5. Project Layout sheet
6. Plans sheets (plans at 1"=50' scale)
7. Service point detail
8. Special Details

4.17 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detours. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. Temporary drainage will not be designed by the Consultant and will be made a requirement for the Contractor.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes, unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.18 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.

- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. For the purposes of this proposal, sixteen (16) overhead truss signs are assumed to be required for the traffic control improvements (10 span structures and 6 cantilever structures).

4.19 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.
- B. The pavement marking design will be shown on the same plan sheets as the signing design.

4.20 Signalization Plans

- A. For the SR 417 ramp terminals at Landstar Boulevard, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.21 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project.

4.22 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.23 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.24 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
 - o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
 - q. Grounding
 - r. Table of quantities

- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Relocation of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 417 bridges over intersecting arterials and waterways, along with installation of fiber optic manholes in the paved shoulder.
- w. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction. .
- x. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- y. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- z. Relocation of existing one-line and three-line dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction
- aa. Relocation of existing wrong way detection system (WWDS) sites and any necessary structures, foundations, attachments details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing WWDS would not survive project construction.
- bb. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
- cc. Install new Wrong Way Detection Systems (WWDS) at the following off-ramps:
 - SR 417 Southbound off-ramp at Landstar Blvd.
 - SR 417 Northbound off-ramp at Landstar Blvd.

- dd. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.
- 3. The Consultant shall take the following information into consideration when developing the site construction plans:
 - a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls.

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
- 3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance Of Fiber Operations

- 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
- 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
 2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
 3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.
- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.25 Toll Plazas

- A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.26 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
- a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related

to the plans, details, and special provisions.

- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed

by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available shop drawings of existing conditions
 - 3. Available right-of-way plans of existing conditions
 - 4. Current list available to CFX of owners of all affected properties within the section.
 - 5. Sample plans to be used as guidelines for format, organization and content.
 - 6. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 7. Contract unit prices from latest CFX construction projects.

5.02 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors

5. Design speed - See Section 3.02, Geometry.

6. AVI Percentages

5.03 Other

1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.02 CFX's Project Manager

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under

this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.07 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files,

3 sets and 1 .PDF required)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.

- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.
 2. Drainage Map Prepared
 - a) Existing culvert sizes and elevations.
 - b) Horizontal alignment shown.
 - c) Drainage areas and flow arrows shown.
 - d) High water information shown.
 - e) Beginning and end stations shown along with any equations on project.

- f) Interchange supplemental maps prepared.
- 3. Typical Section Sheets
 - a) Ramp typical sections developed.
 - b) Pavement structure shown.
 - c) Special details developed.
 - d) General notes shown.
- 4. Plan and Profile Sheets
 - a) Centerline plotted.
 - b) Reference points and bench marks shown.
 - c) Existing topography.
 - d) Base line of surveys, curve data, bearings, etc. shown.
 - e) Beginning and end stations (project and construction).
 - f) Geometric dimensions.
 - g) Proposed and existing limited access right-of-way lines.
 - h) Existing ground line.
 - i) Proposed profile grade.
 - j) Type, size and horizontal location of existing utilities.
 - k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
- 5. Cross Sections
 - a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).

- c) Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
 - a) Geometric dimensions.
 - b) Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
 - a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

- 1. Key Map
 - a) Project description and number shown.
 - b) Equations, exceptions and bridge stations shown.
 - c) North arrow and scale included.
 - d) Consultant and CFX sign-off included.
 - e) Contract set index complete.
 - f) Index of sheets updated.
- 2. Drainage Maps

- a) Flood data shown.
- b) Cross drains and storm sewer shown.
- c) Bridges shown with beginning and ending stations.
- d) Interchange supplemental sheets updated.

3. Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.
- c) Design speed and traffic are shown.
- d) Special details have been completed.
- e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

- a) Match lines shown.
- b) Limited access right-of-way lines shown.
- c) Stations and offset shown for all fence corners and angles.
- d) All work shown should be within right-of-way or proposed easement.
- e) Drainage structures and numbers are shown.
- f) Drainage ponds shown.
- g) Curve data and superelevation included.
- h) Pavement edges, shoulders and dimensions shown.
- i) Project and construction limits shown.
- j) Bridges shown with beginning and ending stations.
- k) General Notes.

5. Drainage Structures
 - a) Drainage structures plotted and numbered.
 - b) Station location and offsets identified.
6. Cross Sections
 - a) Templates are shown at all stations.
 - b) Limited access right-of-way lines are shown.
 - c) Cross section pattern sheet included.
 - d) Miscellaneous notes included.
 - e) Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a) Geometric data shown.
 - b) Profiles finalized.
 - c) Coordinate data shown.
 - d) Limited access right-of-way lines shown.
 - e) Curve data shown.
 - f) Bearings and bridges shown.
 - g) Cross roads, frontage roads, and access roads shown.
 - h) Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

- 1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

- 2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.
- c) Disclaimer and other appropriate notes added.

- 3. Typical Section Sheets

- 4. Plan and Profile Sheets

- a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b) Limits of side road construction.
- c) Angle and stationing for intersections.
- d) Treatment for non-standard superelevation transitions diagramed.
- e) General notes shown.
- f) Special ditches profiled.

- 5. Drainage Structures

- a) Existing structures requiring modifications are shown.

- b) Existing and proposed utilities are shown.

6 Soil Borings

- a) Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

- a) Scale and special ditch grades shown.
- b) Utilities plotted.
- c) Sub-excavation shown.
- d) Volumes computed and shown.

8. Utility Relocation Plans

- a) Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.20 Pre-Bid Plans


7.21 Bid Set

**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2018

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for
Design Consultant Services for SR 417 Widening from Landstar Boulevard
to Boggy Creek Road
Project No. 417-149; Contract No. 001387

Letters of Interest for the referenced project was advertised on February 25, 2018. Responses were received from eight (8) firms by the deadline. Those firms were: Atkins North America, Inc., HDR Engineering, Inc., Inwood Consulting Engineering, Inc., Moffatt & Nichol, Inc., Tetra Tech, Inc., Horizon Engineering Group, Inc., Kelly, Collins & Gentry and WSP USA, Inc.

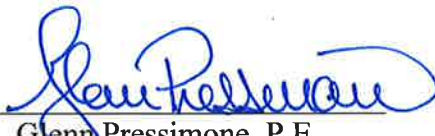
After reviewing and scoring the letters of interest, the Evaluation Committee met on March 19, 2018 and shortlisted Horizon Engineering Group Inc., Atkins North America, Inc. and Kelly, Collins & Gentry.

Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on April 18, 2018. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Consultant Firm</u>	<u>Ranking</u>
Horizon Engineering Group, Inc.	1
Atkins North America, Inc.	2
Kelly, Collins & Gentry, Inc.	3

Board approval of the final ranking and authorization to enter into fee negotiations with Horizon Engineering Group, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Horizon Engineering Group, Inc. is not successful, Board authorization to enter into negotiations in ranked order is requested.

This project is included in Five-Year Work Plan.

Reviewed by 
Glenn Pressimone, P.E.
Director of Engineering

LOI-001387 Committee Meeting April 18, 2018 Minutes

Technical Review Committee for **Design Consultant Services for Design Consultant Services for Landstar Blvd. to Boggy Creek Road; Contract No. 001387**, held a duly noticed meeting on Wednesday, April 18, 2018 at 9:00 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, Director of Engineering
Joe Berenis, Chief of Infrastructure
Will Hawthorne, Manager of Engineering

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

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

Atkins North America, Inc,	9:00 – 9:35 a.m.
Horizon Engineering Group, Inc.	9:45 – 10:20 a.m.
Kelly, Collins & Gentry, Inc.	10:30 – 11:05 a.m.

Evaluation Portion:


Aneth stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Aneth for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Horizon Engineering Group, Inc.	4	1
Atkins North America, Inc.	5	2
Kelly, Collins & Gentry, Inc.	9	3

The Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. It was agreed that Glenn Pressimone would review and approve the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 12:00 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Wednesday, April 18, 2018, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams

Approved by:


Glenn Pressimone

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


TECHNICAL COMMITTEE FINAL SUMMARY RANKING

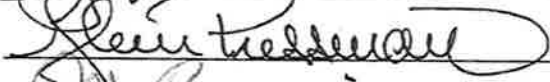
DESIGN CONSULTANT SERVICES FOR SR 417 WIDENING FROM LANDSTAR BLVD. TO BOGGY CREEK ROAD

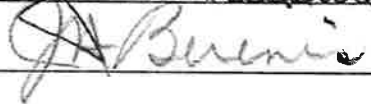
CONTRACT NO. 001387

CONSULTANT	Joe Berenis Score	Glenn Pressimone Score	Will Hawthorne Score			TOTAL SCORE	RANKING
ATKINS NORTH AMERICA, INC.	2	2	1			5	2
HORIZON ENGINEERING GROUP, INC.	1	1	2			4	1
KELLY, COLLINS & GENTRY, INC.	3	3	3			9	3

EVALUATION COMMITTEE MEMBERS:







Date: Wednesday, April 18, 2018

Date: Wednesday, April 18, 2018


Date: Wednesday, April 18, 2018

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 22, 2018

SUBJECT: Approval of Contract Award to Hubbard Construction Company for SR 417
Widening from Econlockhatchee to Seminole County
Project No. 417-134; Contract No. 001398

An Invitation to Bid for the referenced project was advertised on May 6, 2018. Responses to the Invitation were received from four contractors by the June 22, 2018 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Hubbard Construction Company	\$44,810,996.19
The Lane Construction Corporation	\$45,138,059.26
Southland Construction, Inc.	\$46,289,999.99
Sema Construction, Inc.	\$47,100,000.00

The Engineer's Estimate for this project is \$44,638,621.61 and \$46,973,000.00 is included in the Five-Year Work Plan.

The Engineer of Record for Project 417-134 has reviewed the low bid submitted by Hubbard Construction Company and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Hubbard Construction Company to be responsible and responsive to the bidding requirements. Award of the contract to Hubbard Construction Company in the amount of \$44,810,996.19 is recommended.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering

CONTRACT

This Contract No. 001398 (the "Contract"), made this 29th day of June 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Hubbard Construction Company, of 1936 Lee Road, Winter Park, FL. 32789, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 417-134, SR 417 Widening from Econlockhatchee to Seminole County, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 630 calendar days. The Contract Amount is \$44,810,996.19. This Contract was awarded by the Governing Board of CFX at its meeting on June 29, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

HUBBARD CONSTRUCTION COMPANY

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.


General Counsel for CFX

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

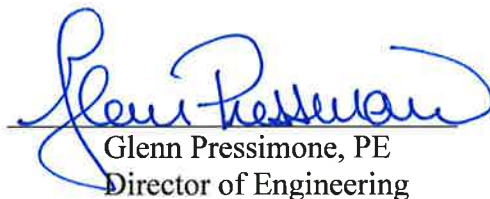
DATE: April 24, 2018

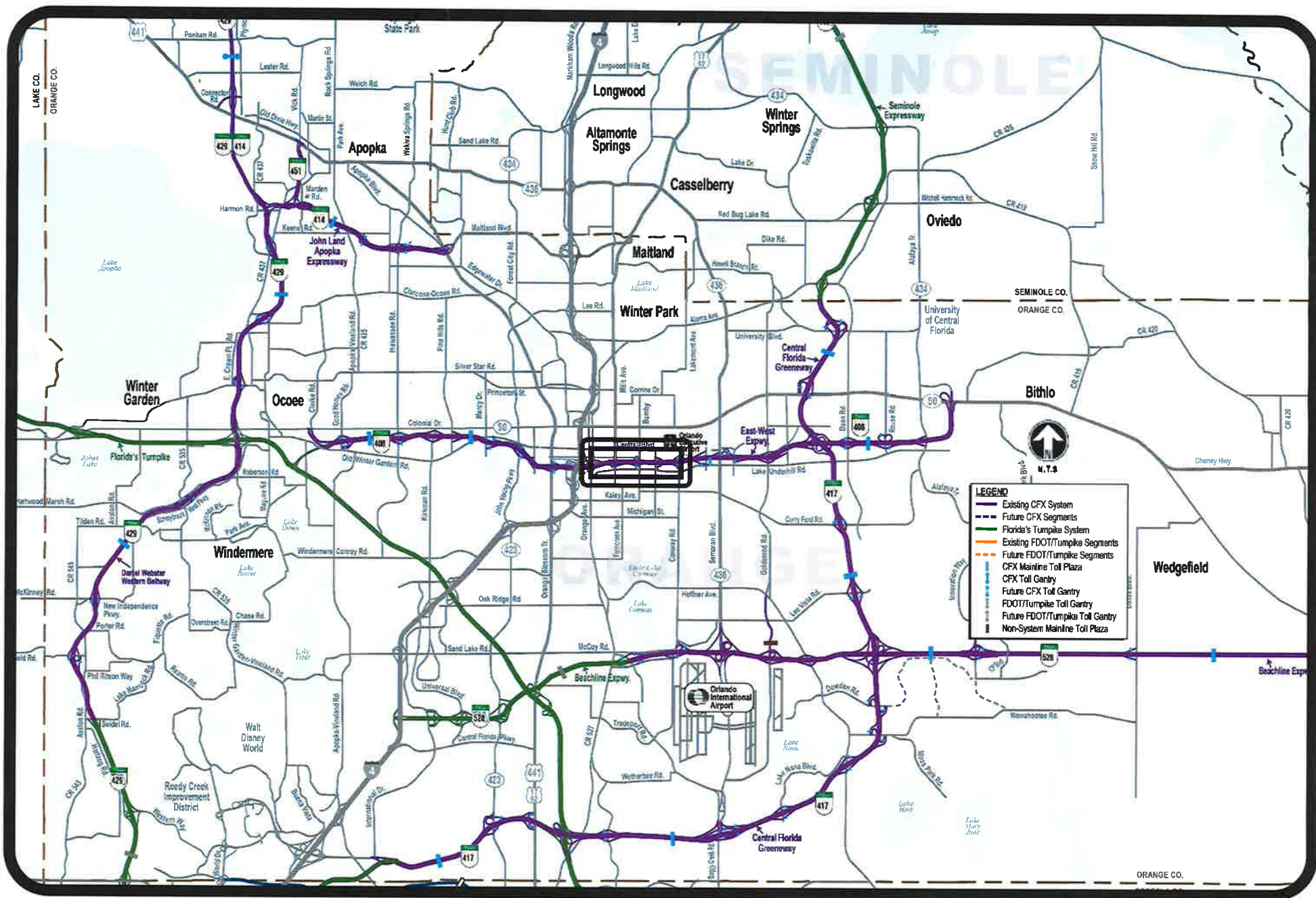
SUBJECT: Authorization to Advertise for Construction Bids for
SR 408 Milling & Resurfacing from I-4 Ultimate limits to the Lake Underhill
Bridge
Project 408-746, Contract No. 001420

Board authorization is requested to advertise for construction bids for the SR 408 Milling & Resurfacing from I-4 Ultimate limits to the Lake Underhill Bridge. This project includes the milling, resurfacing, restriping and ground-mount sign replacements

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



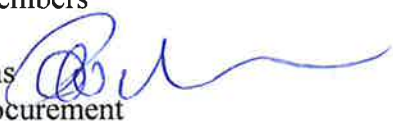
Project Location Map for
S.R. 408 Milling & Resurfacing from I-4 Ultimate limits to the Lake Underhill Bridge (408-746)

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 12, 2018

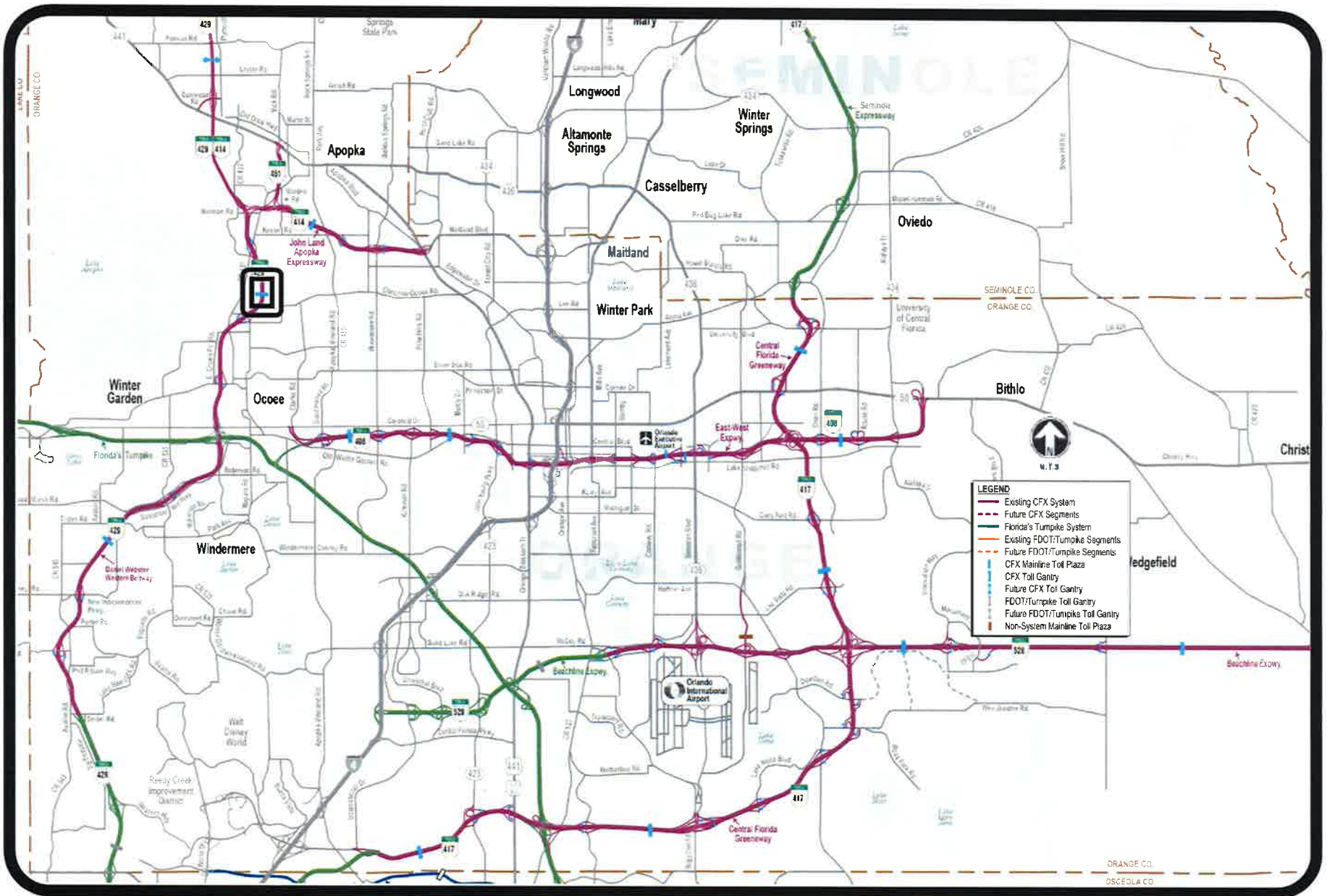
SUBJECT: Authorization to Advertise for Construction Bids for
Forest Lake Toll Plaza Rigid Pavement Improvements
Project 429-418, Contract No. 001440

Board authorization is requested to advertise for construction bids for the Forest Lake Toll Plaza Rigid Pavement Improvements. This project consists of replacing the asphalt pavement with concrete/rigid pavement through the open road tolling lanes in both the Northbound and Southbound directions.

The Forest Lake Toll Plaza was the first new plaza to be designed and constructed with open road tolling (ORT) lanes on the CFX system and is the only plaza location where asphalt pavement was constructed through the ORT lanes. This improvement will provide consistency to the pavement type used at all CFX mainline tolling locations and provide for a more permanent installation of the in-pavement loops associated with CFX's toll collection system.

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

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering




Project Location Map for
Forest Lake Toll Plaza Rigid Pavement Improvements (429-418)

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 3, 2018

SUBJECT: Approval of Selection and Authorization of firms for Investment Banking
Underwriting Services
Contract No. 001132

Request for Proposals (RFP) from licensed investment banking firms to serve as Senior Managing Underwriter or Co-Managing Underwriter was advertised on February 11, 2018. Responses were received from 21 firms by the March 13, 2018 deadline.

The Evaluation Committee met on March 26, 2018, and after evaluating the Technical Proposals selected the top four (4) firms for senior managers and the next six (6) firms for co-managers.

The firms were ranked as follows:

Senior Managers:

1. Bank of America Merrill Lynch
2. J.P. Morgan Securities LLC
3. Wells Fargo Securities
4. RBC Capital Markets, LLC

Co-Managers:

1. Citi Group Global Market, Inc.
2. Ramirez & Co., Inc. (minority)
3. Jefferies LLC
4. Barclays Capital, Inc.
5. Morgan Stanley & Co. LLC
6. PNC Capital Markets LLC

The Finance Committee at its April 2, 2018 meeting approved the selections submitted by the Evaluation Committee. Therefore, it is requested that the Board approve the selections of all firms listed. The contract term will be three years with two one-year renewals.

Reviewed by:



Lisa Lombard
Chief Financial Officer

RFP-001132 Committee Meeting March 26, 2018 Minutes

Evaluation Committee for **Investment Banking Underwriting Services; Contract No. 001132**, held a duly noticed meeting on Monday, March 26, 2018, commencing at 9:00 A.M. in the Pelican Conference Room at CFX Administration Bldg., Orlando, Florida.

Committee Members Present:

Lisa Lombard, Chief Financial Officer
Michael Carlisle, Director of Finance and Accounting
Marc Ventura, Manager of Finance and Accounting
Amanda Clavijo, Finance Committee

Other Attendees:

Aneth Williams, Director of Procurement
Hope Davidson, PFM Financial Advisors
Brent Wilder, PFM Financial Advisors
Karen Song, PNC

Discussion:

Aneth commenced the meeting collecting the Evaluation Committee Member Disclosure forms that they reviewed and executed. Aneth stated that the purpose of today's meeting was to select senior and co – managers.

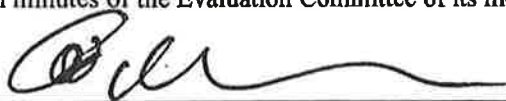
General discussion ensued about the proposal submittals and the summary of unsolicited proposals provided by Hope Davidson of PFM. Brent Wilder provided summaries on banks' finance plans. Upon completion of the discussion, Committee members submitted their individual evaluation sheets to Aneth who input all the scores on the attached senior and co-manager summary sheets. The co-manager summary sheet was developed by removing the four (4) senior firms and zeroing out the finance plan score for the remaining firms.

The committee unanimously agreed to select the top four (4) firms for senior managers and the next six (6) firms for co-managers, with one being a minority. The Committee's recommendation will be brought before the Finance Committee for their review and approval at their next meeting prior to being presented to the CFX Board.

<u>Firm</u>	<u>Score</u>	<u>Rank</u>	<u>Underwriter Category</u>
Bank of America Merrill Lynch	390	1	Senior Manager
J.P. Morgan	385	2	Senior Manager
Wells Fargo Securities	384	3	Senior Manager
RBC Capital Markets	380	4	Senior Manager
Citi Group Global Market, Inc.	322	1	Co-Manager
Ramirez	316	2	Co-Manager
Jefferies	315	3	Co-Manager
Barclays	313	4	Co-Manager
Morgan Stanley	312	5	Co-Manager
PNC Capital Markets LLC	308	6	Co-Manager
Piper Jaffray	297		
Sifel, Nicolaus and Co., Inc.	294		
UBS	288		
Sibert Cisneros Shank and Co., LLC	288		
Loop Capital Markets	286		
Estrada Hinojosa Investment Bankers	267		
T D Securities	258		
Blaylock Van, LLC	247		
Stern Brothers	222		
Hutchinson, Shockey, Erley and Co.	218		
Academy Securities, Inc.	209		

There being no further business to come before the Committee, the meeting was adjourned at 12:01 P.M. These minutes are the official minutes of the Evaluation Committee of its meeting held Monday, March 26, 2018.

Submitted by:


Aneth Williams, Director of Procurement

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


Lisa Lombard, Chief Financial Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL PROPOSALS SCORING (Senior Manager)
Investment Banking Underwriting Services - CONTRACT NO. 001132

March 26, 2018

CONSULTANT	Lisa Lombard Score	Michael Carlisle Score	Marc Ventura Score	Amanda Clavijo Score	SCORE	RANKING
Bank of America Merrill Lynch	96	96	100	98	390	1
J.P. Morgan	96	92	97	100	385	2
Wells Fargo Securities	95	96	100	93	384	3
RBC Capital Markets	95	95	99	91	380	4
Citi Group Global Markets, Inc	84	94	97	83	358	5
Jefferies	92	86	98	77	353	6
Ramirez	87	90	97	78	352	7
Morgan Stanley	83	93	97	78	351	8
Barclays	92	90	93	76	351	8
PNC Capital Markets LLC	80	86	93	83	342	10
Piper Jaffray	85	84	93	65	327	11
UBS	82	86	94	63	325	12
Siebert Cisneros Shank and Company, LLC	85	83	94	60	322	13
Loop Capital Markets	77	86	92	63	318	14
Sifel, Nicolaus and Company Inc. (Co-Manager)	67	77	85	65	294	15
Estrada Hinojosa Investment Bankers (Co-Manager)	56	76	80	55	267	16
T D Securities (Co-Manager)	46	73	81	58	258	17
Blaylock Van, LLC (Co-Manager)	53	69	72	53	247	18
Stern Brothers (Co-Manager)	45	68	72	37	222	19
Hutchinson, Shockey, Erley and Company (Co-Manager)	43	67	77	31	218	20
Academy Securities, Inc. (Co-Manager)	55	60	69	25	209	21

EVALUATION COMMITTEE MEMBERS:

Lisa Lombard

Michael Carlisle

Marc Ventura

Amanda Clavijo

**CONSENT AGENDA ITEM
#16**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: April 23, 2018

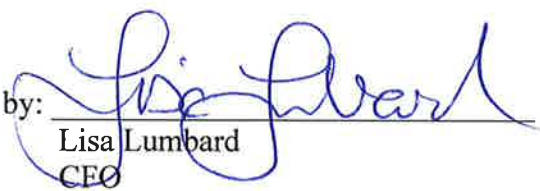
SUBJECT: Approval of Roadway Insurance Policy with
Zurich American Insurance Company

Board approval of the fiscal year 2019 roadway insurance policy with Zurich American Insurance Company (Zurich) in the amount of \$690,995.00 is requested. The insurance premium is \$640,995.00 and the broker fee is \$50,000.00. This policy covers damage or loss to bridges, overpasses and toll plaza infrastructure. Fiscal year 2019's policy is the second year of a three-year rate guarantee program with Zurich. The current policy expires June 30, 2018.

CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) for risk management advice and for the solicitation and evaluation of proposals for insurance coverage. Staff concurs with Gallagher's recommendation to accept the policy with Zurich.

The policy is budgeted for in the OM&A Budget.

Reviewed by:


Lisa Lumbard
CEO

Insurance Proposal Prepared For

Central Florida Expressway Authority

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

Presented: April 20, 2018



Arthur J. Gallagher & Co.

Chris Connelly ARM-P, ARe
Area Senior Vice President

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

Chris_Connelly@ajg.com
www.ajg.com

Central Florida Expressway Authority

Executive Summary

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

Current State of Florida Property Insurance Market

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

- The first, in 2002, was a market-wide hardening following the events of 9/11.
- The second occurred in 2005/06 for catastrophic windstorm areas of the Southeast following the widespread hurricane damage as a result of hurricanes Charlie, Ivan, Francis, Jean, Katrina, Rita and Wilma.
- Third, in 2009, following a global reduction in capacity due to the financial crisis, a brief hard market took place for catastrophe property in Q1 2009, followed by a softening in the market later that year.
- Next, in 2012, we experienced hard market conditions driven by two primary factors **1)** industry wide-losses in 2011 and **2)** increased perception of risk through new catastrophe modeling, RMS version 11. The latter had the greatest impact on our Central Florida governmental clients.
- Today, the industry sits in another difficult position. Hurricanes Harvey, Irma and Maria (HIM) insured losses are estimated to exceed \$100 billion which equates to roughly 15% of the industry's surplus. The impacts of these losses are currently being felt for all Florida property insurance policyholders, with some dramatic rate increases affecting those who have experienced hurricane losses in 2017.

Currently, carriers are pushing for 10-25% rate increases on CAT exposed property areas including all of Florida. Clients who have faced large hurricane losses in 2017 are experiencing rate increases greater than 20% depending upon the level hurricane loss.

CFX Bridges Program History

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

Policy Year	Total Insured Values	Wind Limit	Annualized Premium Incl. Terrorism	TIV Change	Annual Rate	Rate Change
2004-2005	\$476,000,000	\$100,000,000	\$441,728	-	\$ 0.0928	-35%
2005-2006	\$568,096,329	\$100,000,000	\$500,004	19%	\$ 0.0880	-5%
2006-2007	\$628,563,474	\$50,000,000	\$810,761	11%	\$ 0.1290	47%
2007-2008	\$824,472,840	\$50,000,000	\$873,259	31%	\$ 0.1059	-18%
2008-2009	\$919,750,747	\$75,000,000	\$912,088	12%	\$ 0.0992	-6%
2009-2010	\$1,044,830,611	\$75,000,000	\$929,899	14%	\$ 0.0890	-10%
2010-2011	\$1,003,312,997	\$75 MM AOP \$50 MM Named Wind	\$701,316	-4%	\$ 0.0699	-21%
2011-2012	\$1,018,635,884	\$75 MM AOP \$50 MM Named Wind	\$647,343	2%	\$ 0.0635	-9%
2012-2013*	\$1,107,676,346	\$100,000,000	\$578,684	8%	\$ 0.0522	-18%

Central Florida Expressway Authority

Executive Summary (Cont.)

Policy Year	Total Insured Values	Wind Limit	Annualized Premium Incl. Terrorism	TIV Change	Annual Rate	Rate Change
2013-2014*	\$1,107,048,341	\$100,000,000	\$578,324	-.05%	\$ 0.0522	0%
2014-2015*	\$1,126,066,391	\$100,000,000	\$589,127	2%	\$ 0.0523	0%
2015-2016*	\$1,171,174,715	\$100,000,000	\$591,933	4%	\$ 0.0500	-3%
2016-2017*	\$1,273,700,873	\$100,000,000	\$639,307	8.75%	\$ 0.0502	-.03%
2017-18**	\$1,436,621,223	\$100,000,000	\$681,855***	6.65%	\$ 0.0477	-5%
2018-19	\$1,459,363,993	\$100,000,000	\$690,995	1.58%	\$ 0.0473	0%
*Policy Issued on a 4-Year Term, with Guaranteed Policy Rate						
**Policy Issued on a 3-Year Term, with Guarantee Policy Rate						
***NOTE: Only \$647,277 charged for 2017 as Zurich waived additional premium to add Wekiva Pkwy						

2018 Property Insurance Renewal – Bridges & Toll Structures

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

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

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

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

The 2018 renewal as a result is a flat rate due to the three year policy term. This is an incredible renewal given the general insurance market conditions – as described above most clients are experiencing 10%+ rate increases on their property insurance renewals as a result of the active 2017 storm season. The main difference in premium in 2018 versus 2017 was a significant increase in CFX exposures as a result of the Wekiva Parkway coming on line.

Other Renewal Options for Consideration

- **Loss of Revenue, Non-Physical Damage** – Gallagher would recommend evaluating the alternative options that may be available to address revenue loss associated with suspensions in toll operations. Primarily regarding suspension orders that are given as a result of hurricane evacuation orders. Since this type of program has never been negotiated for any Florida toll authorities, we would recommend having Gallagher pursue this option to determine its feasibility. There is market interest in these types of programs; however, the costs are unknown.

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

Central Florida Expressway Authority

Executive Summary (Cont.)

Chris Connelly, ARM-P, Are
Area Senior Vice President
Friday, April 20, 2018

Central Florida Expressway Authority

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Central Florida Expressway Authority

Our Team and Commitment

Central Florida Expressway Authority

Service Team

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

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Chris Connelly, ARM-P, ARé Area Senior Vice President	407-563-3513	Chris_Connelly@ajg.com	Producer
Erica Connick, AAI, ARM-P, CSRM Area Senior Vice President	407-563-3554	Erica_Connick@ajg.com	Account Executive
Octavia Powell Client Service Executive	407-563-3520	Octavia_Powell@ajg.com	Account Executive
Maura Jordan, CIC Client Service Manager Sr.	407-563-3511	Maura_Jordan@ajg.com	Client Service Manager
Carmen Bishop, AAI Client Service Manager Sr.	407-563-3546	Carmen_Bishop@ajg.com	Client Service Manager (Backup)

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

Central Florida Expressway Authority

Your Program

Central Florida Expressway Authority

Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Property - Bridges
	Central Florida Expressway Authority	X

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

Central Florida Expressway Authority

Location Schedule

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

Central Florida Expressway Authority

Premium Summary

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

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Property - Bridges	Premium	Zurich American Insurance Company (Zurich Insurance Group Ltd)	\$597,277.00	Zurich American Insurance Company (Zurich Insurance Group Ltd)	\$640,995.00
	Broker Fees		\$50,000.00		\$50,000.00
	Estimated Cost		\$647,277.00		\$690,995.00
	Annualized Cost		-		-
Total Estimated Program Cost			Included		Included
Pending Mid-Year Premium Adjustment for Wekiva Parkway			\$647,277.00		\$690,995.00
			TBD		Not Applicable

Quote from Zurich American Insurance Company (Zurich Insurance Group Ltd) is valid until 7/1/2018

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

Property - Bridges

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

Central Florida Expressway Authority

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Zurich American Insurance Company (Zurich Insurance Group Ltd)	Property - Bridges	2 nd Installment of 3 Year Policy Payable in Annual Installments due Within 30 Days	Agency Bill

Central Florida Expressway Authority

Program Details

Coverage: Property - Bridges
Carrier: Zurich American Insurance Company
Policy Period: 7/1/2018 to 7/1/2019

Coverage:

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

Deductibles / Self Insured Retention

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

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
The Policy Shall Pay No More Than The Following Liability In Any One Occurrence:		-
Accounts Receivable	Sublimit	\$5,000,000
Interruption by Civil or Military Authority		14 Days
Expediting Expense	Sublimit	\$2,500,000

Central Florida Expressway Authority

Program Details (Cont.)

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Extra Expense	Sublimit	\$10,000,000
Or 25% of the amount of insured physical loss of or damage to Covered Property whichever is less - Debris Removal Coverage	Sublimit	\$10,000,000
Fire Department Service Charges	Sublimit	\$1,000,000
Ingress and Egress		14 Days
Loss Adjustment Expense	Sublimit	\$500,000
Newly Acquired Locations	Sublimit	\$10,000,000
Ordinance or Law / Demolition or Increased Cost of Construction	Sublimit	\$10,000,000
Transit - any one conveyance	Sublimit	\$2,500,000
Valuable Papers & Records	Sublimit	\$2,500,000
Terrorism	Sublimit	\$100,000,000
Pollutant Clean Up & Removal	Limit	\$250,000

Valuations:

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

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Endorsements include, but are not limited to:

DESCRIPTION
Policy Form: Zurich Operational Civil Works Policy; Edition Date Has Changed From Expiring. Carrier Confirmed No Material Changes.
Schedule of Locations & Values Insured
Multi-Year Policy Term - Per CWP-104
Terrorism Coverage See attached Disclosure Notice

Central Florida Expressway Authority

Program Details (Cont.)

Endorsements include, but are not limited to:

DESCRIPTION
Debris Removal Clean-Up and Decontamination Endorsement
Construction Property General Conditions
Loss of Revenue Amendment

Exclusions include, but are not limited to:

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

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Carrier Breakdown Of Values By Structure & Location Attached - Addendum A
Policy Territory - This Policy covers the 50 states comprising the United States of America and District of Columbia unless otherwise endorsed to the Policy.
Covered Property - This Policy Insures Against Direct Physical Loss Or Damage To Real & Personal Property From A Covered Cause Of Loss And Any Resulting Loss Of Revenue As More Fully Defined Within The Policy.
Cancellation Provision: 60 Days Except 10 Days For Nonpayment Of Premium
Multi-Year Policy Term. The following conditions apply at each anniversary date during the term of this Policy: A. The terms and conditions of this Policy are subject to review and negotiation at each anniversary date in the event either of the following circumstance(s) occur: (1) The policy loss ratio exceeds 30%. The Loss ratio shall be determined by dividing the earned premium into the total paid claims, including any allocated and unallocated claims expenses or unpaid reserves; or (2) The addition of Covered Property during the Policy term and / or an increase in LOSS OF REVENUE* and Contingent Loss of Revenue in the amount of 5% or greater. B. It is agreed that the annual rate(s) shown in paragraph 9. of the Declarations of the Policy shall be guaranteed for each consecutive anniversary period unless otherwise precluded under A. above. C. Within thirty (30) days of each anniversary, the Named Insured shall agree to provide to the Company an updated Statement of Values for all Covered Property, LOSS OF REVENUE* and Contingent Loss of Revenue (if endorsed to the Policy). Based upon the updated Statement of Values, the Company will review and adjust the anniversary premium charged.
Total Insured Value: \$1,459,363,993
Main Premium Breakdown:
- Property Damage: \$408,160

Central Florida Expressway Authority

Program Details (Cont.)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION	
- Loss of Revenue: \$220,266	
- TRIA premium: \$12,569	

Premium	\$640,995.00
Fees	
Broker Fee	\$50,000.00
Total Fees	\$50,000.00
ESTIMATED PROGRAM COST	\$690,995.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: N/A

Statement of Values as of 2.21.2018

	Exposures		Premium
Property Damage	\$1,020,323,445		\$408,160.00
Loss of Revenue	\$ 439,040,548		\$220,266.00
		Subtotal	\$628,426.00
Terrorism Coverage Premium			\$ 12,569.00
Total TIV	\$1,459,363,993	Total	\$640,995


Signature:	
Title:	
Date:	

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, CFO 

DATE: June 22, 2018

SUBJECT: Adoption of the Twenty-Third Supplemental Revenue Bond Resolution

A Request for Proposals for a \$125,000,000 line of credit was issued on June 7, 2018. The goal of the solicitation was to address the short-term cash flow needs of CFX until bonds are issued later in the year.

Proposals were submitted by the June 22, 2018 deadline. The proposals will be reviewed and a recommendation will be made and provided to the Board by Wednesday, June 27, 2018 in advance of the June 29th Board Meeting.

In anticipation of a favorable recommendation, adoption of the Twenty-Third Supplemental Revenue Bond Resolution, approving and authorizing the issuance of up to \$125,000,000 of Senior Lien Bond Anticipation Notes for the purpose of securing a Bank Credit Facility, and delegating authority to effectuate the purposes of such Resolution is requested.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, CFO

DATE: June 27, 2018

SUBJECT: Adoption of the Twenty-Third Supplemental Revenue Bond Resolution

Consent agenda item #17 is Adoption of the Twenty-Third Supplemental Revenue Bond Resolution. At the time the agenda packet was sent out and posted the responses to the request for proposals had not been reviewed. Nine responses to the Request for Proposals were received from Bank of America Merrill Lynch (BAML), Branch Banking & Trust Company (BB&T), JPMorgan Chase Bank N.A., PNC Bank, RBC Capital Markets (RBC), State Street Public Lending Corporation, SunTrust Bank, TD Securities and Wells Fargo Bank, N.A.

After reviewing, staff is recommending BAML for the line of credit. The six-month term proposed by BAML is 80% of 1-month London Interbank Offered Rate (LIBOR) +25 basis points (bps). Currently 80% LIBOR + 25 bps is 1.917%. Should CFX not have a successful negotiation of terms with BAML, staff recommends going forward with RBC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Twenty-Third Supplemental Revenue Bond
Resolution Authorizing the Issuance of:**

**Senior Lien Revenue Bond Anticipation Notes, Series 2018
(Up to \$125,000,000 Bond Credit Facility)**

Adopted on June 29, 2018

**TWENTY-THIRD SUPPLEMENTAL
REVENUE BOND RESOLUTION**

THIS TWENTY-THIRD SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE AMENDED AND RESTATED MASTER SENIOR LIEN BOND RESOLUTION OF THE AUTHORITY ADOPTED ON FEBRUARY 3, 2003, AS SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$125,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SENIOR LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2018 IN ANTICIPATION OF RECEIPT BY THE AUTHORITY OF PROCEEDS FROM A FUTURE SERIES OF SENIOR LIEN REVENUE BONDS OR OTHER AVAILABLE FUNDS OF THE AUTHORITY; AUTHORIZING THE SALE BY DIRECT PRIVATE PLACEMENT OF THE SERIES 2018 NOTES TO A FINANCIAL INSTITUTION OFFERING THE MOST ADVANTAGEOUS TERMS TO THE AUTHORITY, AS DETERMINED BY THE AUTHORITY'S CHIEF FINANCIAL OFFICER; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; APPROVING THE CONDITIONS AND CRITERIA FOR SUCH SALE; AUTHORIZING THE EXECUTION AND DELIVERY OF A BANK CREDIT FACILITY AGREEMENT; AUTHORIZING CERTAIN OFFICERS AND EMPLOYEES OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2018 NOTES; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2018 NOTES; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 3, 2003, the Authority adopted that certain Amended and Restated Master Bond Resolution of the Authority, as amended and supplemented from time to time (collectively, the "Master Senior Lien Bond Resolution"); and

WHEREAS, capitalized terms used in this Resolution but not defined shall have the respective meanings set forth in the Master Senior Lien Bond Resolution; and

WHEREAS, pursuant to the terms of the Master Senior Lien Bond Resolution, the Authority is authorized to issue from time to time, Bonds and other evidences of indebtedness of the Authority in accordance with the terms of the Master Senior Lien Bond Resolution; and

WHEREAS, this Resolution (this "Resolution") constitutes a Supplemental Authorizing Resolution under the Master Senior Lien Bond Resolution; and

WHEREAS, the Authority owns, operates and derives revenues from the Expressway System; and

WHEREAS, it is necessary, desirable, convenient, and in the best interest of the Authority to issue its Senior Lien Revenue Bond Anticipation Notes, Series 2018 (the "Series 2018 Notes") in a principal amount not to exceed \$125,000,000 for the purposes of (a) financing on an interim basis a portion of the Project Cost of acquiring, constructing and equipping additions, extensions and improvements to the Expressway System or other purposes for which the Authority is permitted to issue the Series 2018 Notes, and (b) paying certain costs of issuance of the Series 2018 Notes (collectively, the "Project"); and

WHEREAS, the principal of and interest on the Series 2018 Notes to be issued pursuant to this Resolution will be payable from a future sale of refunding Bonds or other obligations issued under the Master Senior Lien Bond Resolution for the purpose of currently refunding the Series 2018 Notes, or from other sources of funds available to the Authority (collectively, the "BAN Pledged Revenues"), and from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution; and

WHEREAS, it is necessary and desirable and in the best interest of the Authority to authorize the sale of the Series 2018 Notes by direct placement to the financial institution providing the Bond Credit Facility; and

WHEREAS, the Series 2018 Notes will not constitute "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended, and at least 95% of the proceeds of the sale of the Series 2018 Notes will be used for local governmental activities of the Authority; and

WHEREAS, in connection with the issuance of the Series 2018 Notes, the Authority desires to set forth certain terms and provisions for the Series 2018 Notes and to provide for certain further matters related to the authorization, sale, issuance and delivery of the Series 2018 Notes and other matters related thereto.

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

ARTICLE I

RECITALS AND FINDINGS

SECTION 1.01. Incorporation of Recitals and Findings. All of the Recitals set forth above are true and correct and are incorporated into this Section 1.01 as if fully set forth herein, and such recitals are hereby determined to be the findings of the Authority.

ARTICLE II

AUTHORITY AND DEFINITIONS

SECTION 2.01. Authority for this Resolution. This Resolution is adopted and implemented pursuant to the Central Florida Expressway Authority Law, 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 Senior Lien Bond Resolution.

SECTION 2.02. 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 Senior Lien Bond Resolution. As used herein, the following terms shall have the meanings set forth below:

A. **“2018 Cost of Issuance Account”** means the account described in Section 7.01 hereof.

B. **“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.

C. **“Chief Financial Officer”** shall have the meaning set forth in the Master Senior Lien Bond Resolution, and for all purposes of this Resolution shall include the interim Chief Financial Officer.

D. **“Financial Advisor”** means, collectively, Public Financial Management, Inc. and National Minority Consultants, Inc.

E. **“Maturity Date”** means the final maturity date of the Series 2018 Notes which shall be on or before the date set forth in the Bond Credit Facility Agreement.

F. **“Secretary”** means the Secretary, any Assistant Secretary or Executive Assistant of the Authority.

G. **“Series 2018 Rebate Fund”** means the fund described in Section 6.01 hereof.

ARTICLE III

CONTRACTUAL OBLIGATION

In consideration of the acceptance of the Series 2018 Notes authorized to be issued hereunder by those who shall hold the same from time to time, the Master Senior Lien Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Authority and the registered Holder of the Series 2018 Notes. The covenants and agreements set forth herein and in the Master Senior Lien Bond Resolution to be performed by the Authority shall be for the equal benefit, protection and security of the registered Holder of the Series 2018 Notes, and the Series 2018 Notes shall be of equal rank with the Bonds currently Outstanding, or any Parity Bonds hereafter issued under the Master Senior Lien Bond Resolution, without preference, priority or distinction over any other thereof. All applicable covenants contained in the Master Senior Lien Bond Resolution shall be fully applicable to the Series 2018 Notes as if originally issued thereunder, except as otherwise specifically provided herein.

ARTICLE IV

AUTHORIZATION AND ISSUANCE OF SERIES 2018 NOTES

SECTION 4.01. Authorization of Issuance and General Description of Series 2018 Notes.

A. Subject and pursuant to the provisions hereof and of the Master Senior Lien Bond Resolution, the Series 2018 Notes to be known as the “Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2018” is hereby authorized to be issued in one or more series in the aggregate principal amount of not to exceed \$125,000,000, or such lesser amount as may be approved by the Chairman or Vice Chairman of the Authority for the purpose of providing funds for the Project.

B. The Debt Service Reserve Requirement with respect to the Series 2018 Notes shall be \$0.

SECTION 4.02. Denominations, Numbers, Letters. The Series 2018 Notes shall be issued solely in the form of a single fully registered Note in the denomination of the par amount of the Series 2018 Notes. The Series 2018 Notes shall be numbered consecutively from 1 upward with the letters “BAN” and the series designation prefixed to the number.

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

A. The principal amount of the Series 2018 Notes shall be payable on the Maturity Date thereof, subject to optional redemption in whole or in part as set forth in Section 4.05.A. hereof. Interest on the Series 2018 Notes is payable monthly on the first day of each month, commencing on August 1, 2018, calculated on the basis of a 30-day month, 360-day year from the date of delivery of the Series 2018 Notes. The principal of, and interest on the Series 2018 Notes shall be payable at the corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, N.A., or its successors or assigns, and such banking institution is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2018 Notes to the extent that the Authority elects to appoint a

Trustee, Paying Agent and Registrar for the Series 2018 Notes. As an alternative to such appointment, the Authority may elect to serve as the Paying Agent and Registrar for the Series 2018 Notes and pay the principal of, and interest on the Series 2018 Notes directly to the Holders thereof.

The principal of the Series 2018 Notes 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 Senior Lien Bond Resolution. Interest on the Series 2018 Notes shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered Holder of the Series 2018 Notes at the addresses as they appear on the registration books maintained by the Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2018 Notes 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 Holder in whose name such Series 2018 Notes 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 or Paying Agent to the registered Holder of such Series 2018 Notes not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the Holder in whose name the Series 2018 Notes 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, prepayment price, if any, or interest on the Series 2018 Notes are 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 Senior Lien Bond Resolution to the contrary, a registered Holder of \$1,000,000 or more in principal amount of the Series 2018 Notes may provide for payment of principal, redemption price, if any, and interest with respect to such Series 2018 Notes by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, if any, to the Trustee or Paying Agent with the presentation or surrender of the Series 2018 Notes to be paid, and (ii) in the case of interest, to the 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 Paying Agent and Registrar. 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.

SECTION 4.04. Registration and Exchange.

A. The registration of the Series 2018 Notes may be transferred upon the registration books as provided in the Master Senior Lien Bond Resolution. In all cases of a transfer of the Series 2018 Notes, 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 a new fully registered Series 2018 Notes of the same Series, maturity and of authorized denomination, 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 the Series 2018 Notes 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 2018 Notes shall be delivered.

B. The Authority and the Trustee, Paying Agent and Registrar may deem and treat the registered Holder of the Series 2018 Notes as the absolute Holder of such Series 2018 Notes for the purpose of receiving payment of the principal thereof and the interest and prepayment price, if any, thereon. The Series 2018 Notes may be exchanged at the office of the Registrar for a like principal amount of the Series 2018 Notes, of other authorized denominations of the same Series and maturity.

SECTION 4.05. Terms of the Series 2018 Notes.

A. The Series 2018 Notes shall be dated as of their date of delivery, shall mature on or before the Maturity Date. The Series 2018 Notes are subject to optional redemption by the Authority in whole or in part at any time at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

B. The Series 2018 Notes shall bear interest commencing on the date thereof, computed on the basis of a 360-day year consisting of twelve 30-day months, at the rate to be set forth in the Bond Credit Facility Agreement.

SECTION 4.06. Source of Payment.

A. The Series 2018 Notes shall be “Bonds” as such term is used in the Master Senior Lien Bond Resolution. The scheduled payment of principal of and interest on the Series 2018 Notes and all other payments required pursuant to the terms of the Master Senior Lien Bond Resolution and the terms hereof will be payable from the BAN Pledged Revenues, and a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution.

B. THE SERIES 2018 NOTES SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, THE STATE OF FLORIDA (THE “STATE”), BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE

COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2018 NOTES AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE AUTHORITY, EXCEPT THE BAN PLEDGED REVENUES AND SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THIS RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE STATE, THE COUNTIES, THE CITY, OR ANY POLITICAL SUBDIVISION THEREOF, NOR THE TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2018 NOTES OR ANY INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2018 NOTES SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST ON THE SERIES 2018 NOTES, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON THE SERIES 2018 NOTES EXCEPT FROM THE BAN PLEDGED REVENUES, AND SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THIS RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION.

C. No recourse shall be had for the payment of the principal of or interest on the Series 2018 Notes, or for any claim based thereon or on the Master Senior Lien 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 2018 Notes and nothing in the Series 2018 Notes, the Master Senior Lien 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 person executing the Series 2018 Notes.

D. This issuance of an additional Series of Bonds under the Master Senior Lien Bond Resolution for the purpose of repaying the outstanding principal amount of the Series 2018 Notes on their Maturity Date is hereby authorized. The terms and provisions of such additional Series of Bonds shall be set forth in a Supplemental Authorizing Resolution of the Authority to be adopted prior to the Maturity Date of the Series 2018 Notes.

SECTION 4.07. Application of Proceeds of the Series 2018 Notes. The proceeds of the Series 2018 Notes shall be applied simultaneously with the delivery of such Series 2018 Notes for the Project, all as shall be further described in a certificate of an Authorized Officer or the Bond Credit Facility Agreement to be executed in connection with the issuance and delivery of the Series 2018 Notes.

SECTION 4.08. Form of Series 2018 Notes. Subject to the provisions of the Master Senior Lien Bond Resolution, the Series 2018 Notes and the Registrar's certificate of authentication with respect thereto shall be in substantially the following form, with such insertions or omissions, endorsements and variations as may be permitted by the Master Senior Lien Bond Resolution and the Act, and approved by the Chairman or Vice Chairman of the Authority, execution and delivery of the Series 2018 Notes to be conclusive evidence of such approval.

[Form of Series 2018 Note]

No. BAN 2018 - ____

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2018**

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
%		July , 2018	N/A

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 at the [corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, N.A., or its successors or assigns, as Trustee, Paying Agent and Registrar][at the offices of the Authority, as 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 (computed on the basis of a 360-day year of twelve 30-day months), on such Maturity Date.

This Series 2018 Note is one of a duly authorized issue of notes designated “Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Notes, Series 2018” (this “Series 2018 Note”) issued by the Authority under the authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended, and under and pursuant to an Amended and Restated Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Twenty-Third Supplemental Revenue Bond Resolution adopted by the Authority on June 29, 2018 (collectively, the “BAN Resolution”).

As provided in the BAN Resolution, this Series 2018 Note and the interest and premium, if any, hereon are payable solely from and secured by the monies received by the Authority from a future sale of refunding Bonds or other obligations issued under the Master Senior Lien Bond Resolution for the purpose of currently refunding the Series 2018 Notes, or from other sources of funds available to the Authority (collectively, the “BAN Pledged Revenues”), and from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution. No Supplemental Payments are pledged to secure the Series 2018 Notes. Reference is hereby

made to the BAN Resolution for the provisions, among others, relating to the terms of, lien on and security for the Series 2018 Notes, the custody and application of the proceeds of the Series 2018 Notes, the rights and remedies of the registered owners of the Series 2018 Notes, the extent of and limitations on the Authority's rights, duties and obligations, the provisions permitting the issuance of additional Bonds, and the provisions permitting amendments to the BAN Resolution with and without consent of the Holder of the Series 2018 Notes, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Series 2018 Notes. Copies of the BAN Resolution are on file and available at the principal office of the Registrar.

THIS SERIES 2018 NOTE SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, THE STATE OF FLORIDA (THE "STATE"), BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THIS SERIES 2018 NOTE AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE AUTHORITY, EXCEPT THE BAN PLEDGED REVENUES AND SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE BAN RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE STATE, THE COUNTIES, THE CITY, OR ANY POLITICAL SUBDIVISION THEREOF, NOR THE TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS SERIES 2018 NOTE OR ANY INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THIS SERIES 2018 NOTE SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST ON THIS SERIES 2018 NOTE, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON THIS SERIES 2018 NOTE EXCEPT FROM THE BAN PLEDGED REVENUES, AND SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE BAN RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION.

No recourse shall be had for the payment of the principal of or interest on the Series 2018 Notes, or for any claim based thereon or on the BAN Resolution, or otherwise with respect thereto against any member, officer or employee of the Authority or any person executing the Series 2018 Notes and nothing in the Series 2018 Notes or the BAN

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 2018 Notes.

The Series 2018 Notes are being issued to: (a) finance on an interim basis part of the cost of acquiring, constructing and equipping additions, extensions and improvements to the Expressway System, or other purposes for which the Authority is permitted to issue the Series 2018 Notes, and (b) pay certain costs of issuance of the Series 2018 Notes (collectively, the "Project").

As provided in the Master Senior Lien Bond 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 Master Senior Lien Bond Resolution. The aggregate principal amount of additional Bonds which may be issued under the Master Senior Lien Bond Resolution is not limited except as provided in the Master Senior Lien Bond Resolution, and all Bonds issued and to be issued under the Master Senior Lien Bond Resolution will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Master Senior Lien Bond Resolution.

If the date for payment of the principal of, or interest on this Series 2018 Note shall be a day which is not a Business Day, 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 Series 2018 Note is subject to optional redemption by the Authority in whole or in part at any time at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

This Series 2018 Note is transferable, as provided in the BAN 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 Note 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 Note or Notes, 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 BAN Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Series 2018 Note 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. This Series 2018 Note is issuable in the form of a fully registered bond without coupons in the denomination of the par amount of this Series 2018 Note.

The Authority has entered into an Interlocal Agreement with the Florida Department of Transportation ("FDOT") effective June 11, 2014 in which the parties have agreed to discontinue the obligations of the FDOT under the existing Lease Purchase

Agreement ("LPA") after July 1, 2028. The parties have also agreed to terminate the LPA upon the earlier of the defeasance, redemption or payment in full of the Authority bonds issued and outstanding as of the effective date of the Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon termination of the LPA, title to the Expressway System shall remain vested in the Authority.

By purchasing and accepting delivery of this Series 2018 Notes, the holder of this Series 2018 Notes shall be deemed to have consented to amend the terms and provisions of the LPA to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the LPA in connection with any additional modifications, amendments or supplements to the LPA.

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 Series 2018 Notes, 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 Series 2018 Note is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Series 2018 Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the BAN 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 Series 2018 Note 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 or Executive Assistant).

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

(SEAL)

By: _____
its _____

ATTESTED AND COUNTERSIGNED:

By: _____
its Executive Assistant

**REGISTRAR'S CERTIFICATION
OF AUTHENTICATION**

This is the Series 2018 Notes of the issue described in the within-mentioned BAN Resolution.

_____, AS REGISTRAR

By _____
Authorized Signature

Date of Authentication: July __, 2018.

ASSIGNMENT

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

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

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

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

Dated: _____, 20__

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 note, 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 Series 2018 Note Form]

ARTICLE V

SALE OF NOTES

SECTION 5.01. Bond Credit Facility; Direct Private Placement. The Authority has solicited proposals for the provision of a Bond Credit Facility to be provided by financial institutions and in connection with entering into a Bond Credit Facility Agreement hereby authorizes and approves the issuance and delivery of the Series 2018 Notes to evidence the Authority's payment obligations to the Bond Credit Facility Issuer thereunder. The Chairman or Vice Chairman and the Secretary are hereby authorized to execute and deliver the Series 2018 Note. The above referenced proposals are on file with the Authority. In connection with the issuance and delivery of the Series 2018 Notes, the Authority hereby authorizes and delegates to the Chief Financial Officer or another Authorized Officer authority to: (a) select the financial institution to serve as the Bond Credit Facility Issuer, which selection shall be based upon the determination by the Chief Financial Officer or other Authorized Officer of the proposal which is most advantageous to the Authority, which determination may, in part, be based upon the recommendation of the Authority's Financial Advisor; (b) cause to be prepared, negotiate and execute a Bond Credit Facility Agreement and any other documents, certificates and agreements in connection with issuance of the Series 2018 Note and the Bond Credit Facility Agreement.

SECTION 5.02. Trustee, Paying Agent and Registrar Agreement. The Trustee, Paying Agent and Registrar Agreement, the form of which shall be substantially the same as the most recent Trustee, Paying Agent and Registrar Agreement entered into by the Authority and on file with the Authority, 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. To the extent that the Authority determines to designate a Trustee Paying Agent and Registrar for the Series 2018 Notes, Wells Fargo Bank, N.A. is hereby designated as the initial Trustee, Paying Agent and Registrar under each Trustee, Paying Agent and Registrar Agreement for the Series 2018 Notes issued hereunder and shall serve until it resigns or is removed and a successor Trustee, Paying Agent and Registrar is appointed for the Series 2018 Notes as provided in the Trustee, Paying Agent and Registrar Agreement. The Chairman, Vice Chairman or other Authorized Officer is authorized to approve the form of and to execute on behalf of the Authority the Trustee, Paying Agent and Registrar Agreement for the Series 2018 Notes, in accordance with the requirements of this Section 5.02. The Authority hereby authorizes and delegates to the Chief Financial Officer or another Authorized Officer, the authority to determine whether to serve as Paying Agent and Registrar, or designate Wells Fargo Bank, N.A., as Trustee, Paying Agent and Registrar for the Series 2018 Notes.

ARTICLE VI

TAX COMPLIANCE AND REBATE PROVISIONS

SECTION 6.01. The Series 2018 Rebate Fund. There is hereby created and established a fund to be known as the “Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Note, Series 2018 Rebate Fund” (the “Series 2018 Rebate Fund”). The Series 2018 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 Series 2018 Notes, including any additional Bonds or refunding Bonds hereafter issued pursuant to and within the terms, limitations and conditions contained in the Master Senior Lien Bond Resolution, as supplemented by this Resolution, shall have no lien on or pledge of the moneys at any time or from time to time on deposit in the Series 2018 Rebate Fund and the moneys in the Series 2018 Rebate Fund shall be available for use only as herein provided. The Authority shall use moneys deposited in the Series 2018 Rebate Fund only for the payment of the Rebate Amount with respect to the Series 2018 Notes to the United States. Funds on deposit in the Series 2018 Rebate Fund in excess of the Rebate Amount, however, may be withdrawn and paid over to the Authority. In complying with the foregoing, the Authority may rely upon Bond Counsel’s Opinion with respect thereto.

If any amount shall remain in the Series 2018 Rebate Fund after payment in full of the Series 2018 Notes 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 Senior Lien Bond Resolution, including in particular Section 5.1 of the Master Senior Lien Bond Resolution, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 6.02 hereof and this Section 6.01 shall survive the defeasance or payment in full of the Series 2018 Notes.

SECTION 6.02. Covenants Concerning Compliance with Tax Laws. In addition to any other requirements contained in the Master Senior Lien Bond Resolution, the Authority hereby covenants and agrees, for the benefit of the Holders from time to time of the Series 2018 Notes, 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 2018 Notes from the gross income of the owners thereof for federal income tax purposes throughout the term of the issue.

SECTION 6.03. Amendments to Article VI. Any provision of this Resolution or of the Master Senior Lien Bond Resolution to the contrary notwithstanding, the provisions of this Article VI may be amended from time to time without the consent of the Paying Agent or the Noteholder 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 2018 Notes.

ARTICLE VII

ESTABLISHMENT OF CERTAIN ACCOUNTS

SECTION 7.01. Series 2018 Cost of Issuance Account. The Authority hereby authorizes and delegates to the Chief Financial Officer or another Authorized Officer the authority to establish with the Trustee for the Series 2018 Notes the “Central Florida Expressway Authority Senior Lien Revenue Bond Anticipation Note, Series 2018 Cost of Issuance Account” (the “Series 2018 Cost of Issuance Account”) as a separate account under the Master Senior Lien Bond Resolution. Proceeds of the Series 2018 Notes, and any other monies of the Authority, if any, deposited into the Series 2018 Cost of Issuance Account shall be used only for the payment of costs of issuance associated with the issuance of the Series 2018 Notes, and until applied to the payment of such costs, shall be held by the Trustee and be subject to a lien and charge in favor of the Holders and for the further security of such Holders. In lieu of establishing the Series 2018 Cost of Issuance Account, the Authority may elect to pay such costs of issuance from general funds of the Authority that are available for such purpose. Any funds remaining on deposit in the Series 2018 Cost of Issuance Account, after the payment of all costs of issuance of the Series 2018 Notes shall be transferred to the Interest Account of the Sinking Fund to be used for purposes of paying interest on the Series 2018 Notes.

SECTION 7.02. Additional Funds, Accounts and Subaccounts. The Authority may, by certificate of an Authorized Officer and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with the Series 2018 Notes, as the Authority may reasonably determine are necessary or desirable.

ARTICLE VIII

TRUSTEE PROVISIONS

SECTION 8.01. Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Senior Lien Bond Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its misconduct, negligence or bad faith.

SECTION 8.02. Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act required by this Resolution or the Master Senior Lien Bond Resolution. The Trustee shall not be liable in connection with the performance of its duties under this Resolution or the Master Senior Lien Bond Resolution except for its own misconduct, negligence or bad faith.

SECTION 8.03. Compensation. The Authority shall pay to the Trustee such reasonable compensation as shall be agreed upon between the Authority and the Trustee.

SECTION 8.04. 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 8.05. Resignation. The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Senior Lien Bond Resolution by notice, in writing, to be given to the Authority not less than ninety (90) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 8.07 hereof if said appointment and acceptance shall be before the time specified by such notice.

SECTION 8.06. Removal. The Trustee may be removed at any time by the Authority in accordance with the terms of the Trustee, Paying Agent and Registrar Agreement referenced in Section 5.02 hereof. Written notice of such removal shall be provided to the Holders by the Authority.

SECTION 8.07. Successor Trustee.

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

B. Every successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 8.03, 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 8.08. 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 IX MISCELLANEOUS

SECTION 9.01. Authorizations. The Chairman or the Vice Chairman is hereby authorized to countersign the Series 2018 Notes by his or her manual or facsimile signature in the manner provided herein. The Chairman, Vice Chairman, Secretary, Assistant Secretaries, Executive Director, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to cause to be prepared, negotiate and execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly identified or contemplated hereby, and to do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, Assistant Secretaries, Executive Director, and Chief Financial Officer of the Authority are hereby designated as the Authorized Officers of the Authority charged with the responsibility of issuing the Series 2018 Notes. In the absence or unavailability of the Chairman, the Vice Chairman is hereby authorized to act in his place. If any officer of the Authority who has signed the Series 2018 Notes or any other documents, certificates, instruments, contracts, and agreements in furtherance of this Resolution shall cease to hold such office before the delivery date of such Series 2018 Notes, documents, certificates, instruments, contracts, and agreements, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery.

SECTION 9.02. Parties Interested Herein. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the Paying Agent, and the registered owner of

the Series 2018 Notes, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent, and the registered owner of the Series 2018 Notes.

SECTION 9.03. 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 2018 Notes shall be liable personally on the Series 2018 Notes or under this Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the Series 2018 Notes or the execution thereof by the Authority or such officers thereof.

SECTION 9.04. Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the Series 2018 Notes, the holder of the Series 2018 Notes issued hereunder shall be deemed to have consented to amend the terms and provisions of the LPA to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the LPA in connection with any additional modifications, amendments or supplements to the LPA.

SECTION 9.05. Effective Date. This Resolution shall become effective upon approval.

[SIGNATURES FOLLOW NEXT PAGE]

This Resolution was approved and adopted by the Central Florida Expressway Authority on June 29, 2018.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____
Fred Hawkins, Jr., Chairman

ATTEST:

By: _____
Mimi Lamaute, Executive Assistant

Signed:

Based upon review by Issuer's 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.

**CONSENT AGENDA ITEM
#18**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, CFO



DATE: June 21, 2018

SUBJECT: Adoption of the Eighth Supplement to the Ninth Supplemental Bond Resolution

A Request for Recommendations and Pricing Indications for direct placement floating rate notes or other options relating to CFX's variable rate revenue bonds, Series 2008B1-4, was distributed on March 2, 2018. The goals of the solicitation were to address the current expiration of the Series 2008B-2 direct placement with RBC Capital Markets and reduce expenses while maintaining a staggered expiration of the credit facilities. A summary of responses received is attached.

The recommendation of the financial advisor and staff is:

Series	Par	Provider	Product	SIFMA+	Expiration
2008B-1	\$ 130,360,000	BAML	FRN	56 bps	May 2022
2008B-2	\$ 117,865,000	RBC Capital Mkts	FRN	58 bps	July 2023
2008B-3	\$ 149,060,000	BAML	FRN	46 bps	April 2021
2008B-4	\$ 99,335,000	Wells Fargo	FRN	53.5 bps	May 2021

The recommended structure will result in an estimated savings of \$163,900 over the next year and staggered facility terms over the next five years. The Finance Committee approved the recommended structure at its May 22, 2018 meeting.

Adoption of the Eighth Supplement to the Ninth Supplemental Bond Resolution with respect to the CFX's Series 2008B Bonds to select certain financial institutions to directly purchase the 2008B Bonds in accordance with the terms and provisions of the Term Sheets attached to the Eighth Supplement, and delegating authority to effectuate the purposes of such Eighth Supplement is requested.



2008B Credit Facility Request for pricing indication update

● A summary of the responses is shown below:

	Direct Purchase			
	2-Year	3-Year	4-Year	5-Year
BAML (\$279MM)		SIFMA + 46 bps	SIFMA + 56 bps	SIFMA + 70 bps
Barclays (\$248.225MM)			SIFMA + 75 bps	
BB&T (\$125MM)		79% of 1M LIBOR + 72.45 bps	79% of 1M LIBOR + 77.40 bps	79% of 1M LIBOR + 82.35 bps
Jefferies				
JPMorgan (\$280MM)	SIFMA + 60 bps	SIFMA + 65 bps	SIFMA + 70 bps	SIFMA + 75 bps
PNC (\$150MM)				
RBC (\$118MM)				SIFMA + 58 bps
SMBC (\$150MM)				
Wells Fargo (\$250MM)		SIFMA + 53.5 bps		

Total DP Commitment Received: \$1.18 billion

Letter of Credit			
2-Year	3-Year	4-Year	5-Year
32 bps	39 bps	43 bps	
	55 bps	60 bps	
	55 bps	60 bps	65 bps
	38 bps	48 bps	60 bps
	38 bps	41 bps	45 bps

Total LOC Commitment Received:



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Central Florida Expressway Authority

Wells Fargo Response to Request for Recommendations and/or Pricing
Indications for Direct Placement Index Floaters or other options relating to the
Variable Rate Revenue Bonds, Series 2008B1, 2008B2, 2008B3 and 2008B4

March 26, 2018

Together we'll go far



Wells Fargo Bank, N.A.
800 North Magnolia Ave., 7th Floor
Orlando, FL 32803

Wells Fargo Securities
28059 US HWY 19 N, Floor 02
Clearwater, FL 33761

Wells Fargo Securities
150 East 42nd St., 25th Floor
New York, NY 10017



March 26, 2018

Ms. Lisa Lumbard
Chief Financial Officer
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Mr. Brent Wilder
Managing Director
PFM Financial Advisors, LLC
300 S. Orange Ave, Suite 1170
Orlando, Florida 32801

Ms. M. Hope Davidson
Senior Managing Consultant
PFM Financial Advisors, LLC
300 S. Orange Ave, Suite 1170
Orlando, Florida 32801

Dear Lisa, Brent and Hope:

On behalf of Wells Fargo Bank, N.A. ("Wells Fargo" or "WFBNA") and Wells Fargo Securities ("WFS"), we are pleased to provide our response to the Central Florida Expressway Authority's ("CFX" or the "Authority") Request for Pricing Indications for Direct Placement Index Floaters, and other options relating to CFX's Series 2008B Bonds.

As described in our response, we are **pleased to be able to offer the Authority an extension of our existing \$250 million, Series 2008B3 & B4 direct purchase facilities at our current pricing levels.** We believe that the pricing, terms, and nature of this extension demonstrate our strong support of CFX, and we are confident in our ability to execute these amendments in a seamless and cost-effective manner for the Authority (we expect that the extension can be made via simple amendments to our existing DP facilities, and we believe the cost and administrative requirements needed to effect these changes will be minimal). We are pleased and excited to continue our long standing support, since 2005, of CFX's credit needs and look forward to continuing to serve as CFX's primary credit bank.

Further, we provide in our response a brief description of alternative balance sheet solutions to direct purchase as well as a wide array of other alternatives CFX can consider for the entirety of its floating rate portfolio. While we believe our direct purchase pricing is attractive, we are also one of the few firms that can truly offer CFX a full spectrum of both on and off balance sheet solutions.

The Authority's **business is of the utmost importance to us and we look forward to continuing this relationship and supporting the Authority's financing needs.**

Please feel free to contact any of our team members should you have any questions

Sincerely,

A handwritten signature in black ink that reads "Todd Morley".

Todd Morley
Senior Vice President
Government Banking
Wells Fargo Bank, N.A.
(407) 649-5638

A handwritten signature in black ink that reads "David Thornton".

David Thornton
Managing Director
Head of Florida Public Finance
Wells Fargo Bank, N.A.
(727) 953-1120

A handwritten signature in black ink that reads "Julie Burger".

Julie Burger
Director
Transportation Public Finance
Wells Fargo Bank, N.A.
(212) 214-6717

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Disclosures

Important Disclosures

This document and any other materials accompanying this document (collectively, the “Materials”) are provided for general informational purposes only. By accepting any Materials, the recipient acknowledges and agrees to the matters set forth below.

Wells Fargo Bank, N.A. (“WFBNA”), as proposed derivatives provider, and Wells Fargo Securities (“WFS”)*, as proposed underwriter or placement agent, (collectively, for purposes hereof, “we”, or “Wells Fargo”) are providing the information contained in the Materials for discussion purposes only in anticipation of engaging in arm’s length commercial transactions with you in which Wells Fargo would be acting solely as a principal or agent, as applicable, and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity regardless of whether we, or an affiliate has or is currently acting as such on a separate transaction (the use of the term “agent” does not imply any fiduciary relationship).

These Materials are being provided to you for the purpose of working with you as an underwriter or placement agent (collectively referred to herein as “underwriter”) and/or derivatives provider on the transaction(s) described in the Materials. As part of its services as underwriter, WFS may provide information concerning the structure, timing, terms, and other similar matters concerning the issue of municipal securities that WFS proposes to underwrite as described in the Materials. The Materials may also contain such information. Any such information has been, and would be, provided by WFS in the context of serving as an underwriter and not as your municipal or financial advisor. Additionally, WFBNA, as derivatives provider, and WFS, as underwriter, have financial and other interests that differ from your interests (or those of the issuer). In its capacity as underwriter, WFS’ primary role would be to purchase securities from you (or the issuer in the case of a conduit transaction) for resale to investors, or arrange for the placement of securities with investors on your behalf. Wells Fargo will not have any duties or liability to any person or entity in connection with the information being provided in the Materials.

The information provided herein is not intended to be and should not be construed as advice within the meaning of Section 15B of the Securities Exchange Act of 1934, and Wells Fargo will not be acting as your municipal advisor under the municipal advisor rules (“Muni Advisor Rules”) of the Securities and Exchange Commission (“SEC”).

The information contained in the Materials and any subsequent discussions between us, including any and all information and analysis with respect to any such product is provided to you in reliance upon the IRMA exemption provided by the Muni Advisor Rules.

Please be advised that any information in the Materials regarding municipal derivatives is being provided by WFBNA as a swap dealer and that any swap offered or recommended in the Materials is being offered or recommended by WFBNA as a swap dealer. No part of the Materials is intended to be and should not be construed as an offer or recommendation of a municipal derivatives service or product by WFS, as underwriter, for purposes of Municipal Securities Rulemaking Board Rule G-17, or otherwise. You should consult with your own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate. If you would like a municipal advisor that has legal fiduciary duties to you, you are certainly free to engage a municipal advisor to serve in that capacity.

Transactions referenced in the Materials which are attributed to Wells Fargo or to WFS may include transactions executed by a Wachovia Corporation or Wells Fargo & Company (“WFC”) broker/dealer affiliate or by other municipal securities dealers and/or broker/dealers which were acquired by Wachovia Corporation or WFC.

WFS distributes municipal securities to institutional investors primarily through WFBNA MPG and Wells Fargo Securities, LLC (“WFSLLC”). Distribution to middle market clients is provided primarily through WFSLLC. Retail distribution is primarily provided by Wells Fargo Advisors, which is the trade name used by Wells Fargo Clearing Services, LLC (“WFCS”) and Wells Fargo Advisors Financial Network, LLC (“WFAFN”), two non-bank separate registered broker-dealers (members FINRA and SIPC). WFSLLC, WFBNA MPG, WFCS, and WFAFN are affiliates and are each wholly owned subsidiaries of WFC.

Municipal underwriting, commercial paper and remarketing rankings referenced herein represent combined totals for Wells Fargo Bank, N.A. Municipal Products Group (“WFBNA MPG”) and WFSLLC. Non-municipal underwriting, commercial paper and remarketing rankings referenced herein represent totals for WFSLLC only. Source information for any ranking information not otherwise provided herein is available on request.

In the event that the Materials include information related to a bank-purchased bond transaction (“Direct Purchase”), please be advised that Direct Purchase is a product offering of WFBNA or a subsidiary thereof (“Purchaser”) as purchaser / investor. WFS will not participate in any manner in any Direct Purchase transaction between you and Purchaser, and Wells Fargo employees involved with a Direct Purchase transaction are not acting on behalf of or as representatives of WFS. The information contained herein regarding Purchaser’s Direct Purchase is being provided to you by WFS only for purposes of providing you, pursuant to your RFI, financing alternatives that may be available to you from WFC and its affiliates. Information contained in this document regarding Direct Purchase is for discussion purposes only in anticipation of engaging in arm’s length commercial transactions with you in which Purchaser would be acting solely as a principal to purchase securities from you or a conduit issuer, and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity regardless of whether Purchaser, or an affiliate has or is currently acting as such on a separate transaction. Additionally, Purchaser has financial and other interests that differ from your interests. Purchaser’s sole role would be to purchase securities from you (or the issuer in the case of a conduit transaction). Any information relating to a Direct Purchase transaction is being provided to you pursuant to and in reliance on the “bank exemption” under the Muni Advisor Rules or the SEC’s guidance in its Registration of Municipal Advisors Frequently Asked Questions dated May 19, 2014 and the general information exclusion to advice under the Muni Advisor Rules.

In the event that the information contained herein includes savings threshold levels, please be advised that WFS is not recommending nor providing advice regarding which maturities should be refunded by you.

See additional important disclosures at the end of this document.

1Q2018.

1. Direct Placement Index Floater Rate/Fee

Direct Purchase Index Floater. Wells Fargo has obtained credit approval to extend its existing Direct Placement Index Floater ("DPIF") to a final maturity of 3-years from the date of extension (estimated April 30, 2021) at the existing rate of SIFMA plus 53.5 bps and under the same terms and conditions of the existing DP. If CFX is interested in moving to a LIBOR based index, we would adjust the pricing to 80% of One-Month LIBOR plus 0.40%.

Direct Purchase Index Floaters	
Term	Up to \$250 MM
3-Years (April 30, 2021)	53.5 bps
Additional Terms	Same terms and conditions as existing DP, which meets requirements shown in Exhibit A.

Floating Rate Notes Plus. In addition to our DPIF product, we are also presenting the Authority pricing indications for our Floating Rate Notes Plus ("FRNs Plus") product. When compared to a capital markets FRN solution at 5 years, FRN Plus could potentially save up to \$5.625 million over the 5-year term. The mechanics of this product are described in detail in response to Question 9, with indicative pricing provided below as a spread to SIFMA.

Floating Rate Notes +				
Term	\$100 Million	\$150 Million	\$250 Million	Max: \$250 Million
3-Years	25-35 bps	25-35 bps	25-35 bps	25-35 bps
5-Years	25-35 bps	25-35 bps	25-35 bps	25-35 bps
Additional Terms	The FRNs Plus has risks that are different from traditional DP and is only being mentioned at this time as a potential solution versus the standard DPIF and would require additional discussions with the Authority regarding its suitability. The FRNs Plus will also require additional credit review and approval by Bank. Please see additional information in response to Question 9.			

2. Please identify by name, address, and telephone number of proposer's Counsel:

Wells Fargo would propose using the following firm to serve as purchaser counsel:

Purchaser's Counsel
Chapman and Cutler, LLP Andrew Borders 111 West Monroe Street Chicago, Illinois 60603 (312) 845-3434

3. Please provide your maximum legal fees, including out-of-pocket expenses (contingent upon closing):

- Assuming amendments to the existing Wells Fargo Continuing Covenant Agreement and given no unexpected complications, the expected maximum legal fee would be \$7,500.
 - Assuming a mode change to the existing Wells Fargo Continuing Covenant Agreement and given no unexpected complications, the expected maximum legal fee would be \$7,500.
 - Assuming new documentation and given no unexpected complications, the expected maximum legal fee would be \$25,000¹.
4. Please detail any additional expected out-of-pocket fees and charges for which the proposer expects to be reimbursed by CFX, including a not-to-exceed amount (CFX will not be responsible for paying any fees and expenses that are not detailed on the proposal form):

Wells Fargo does not expect any additional out-of-pocket fees or charges outside of the legal fees previously disclosed and the fees discussed in item 3 above.

¹ Reflects DPIF fees only and does not include legal expenses if CFX were to select FRNs Plus alternative.

5. LOC Proposers' Ratings:

Agency	Long-Term	Short-Term	Outlook
Moody's	Aa1	P-1	Negative
S&P	A+	A-1	Stable
Fitch	AA-	F1+	Stable

Are any of the above ratings under review or on credit watch? If so, please comment.

As shown in the table above, Moody's changed WFBNA's outlook to Negative on February 6, 2018.

When were the last changes in the long-term ratings of the proposers named above?

The long-term ratings of Wells Fargo Bank, N.A. were upgraded by Moody's from Aa3 to Aa1 on May 14, 2015, downgraded by S&P from AA- to A+ on February 7, 2018, and downgraded by Fitch from AA to AA- on October 3, 2017. Moody's changed WFBNA's outlook to Negative on February 6, 2018.

6. Additional Conditions and Financial Covenant

If selected, we recommend an amendment to our existing DP facilities to extend expiration dates. We anticipate nothing more than a few (if any) other cosmetic changes which can be handled via an amendment similar to the amendment we executed in March 2013.

7. What will the "term out" provisions be for loans made pursuant to the Letter of Credit Agreement (i.e. interest rate, payment frequency, and final term):

If CFX were to request a letter of credit as opposed to a direct purchase index floater, Wells Fargo would work with CFX on acceptable term out language similar to the provisions provided under our existing DPIF.

8. Does the issuance of this proposal require approval by your home office; or is final credit approval authority entirely held by the United States branch or agency of the institution? When would you anticipate having final credit approval? If the final credit approval requires additional documentation, please indicate what additional documentation would be needed.

We have obtained credit approval for the extension of the DPIF and preliminary approval for the other balance sheet products shown herein. We anticipate that an amendment to our DPIF could be put in place as soon as CFX's Board approves the extension. Final approval for the alternative based balance sheet products is US based and we anticipate final approval for these products will be obtained within 15 business days of award.

9. Other recommendations from respondent:

ADDITIONAL PRODUCTS

In order to assist the Authority as it evaluates the relative merits and risks of available products, we are providing a discussion of various products that could be utilized to refinance all or portions of the Authority's Series 2008B Bonds. As previously discussed, **we believe that the terms and pricing of our DPIF likely offer the Authority the lowest cost financing as well as the most seamless execution (and fewest transaction costs).** Importantly, we also believe that our direct purchase offers significantly greater flexibility than many other products, as our DPIF gives CFX the ability to terminate the facility at no cost at any time after 1-year (this is not the case for publically issued floating rate notes).

With that said, there are certain other products we nonetheless want to bring to the Authority's attention. In particular, depending on bank responses received under this RFI, there may be a benefit to considering publically issued FRNs for the Authority's near-term RBC facility renewal.

Public Market Index Floaters. While we previously provided pricing for directly placed index floating rate notes, we note that such bonds can also be sold in the capital markets. In general, public market FRNs typically mature inside 7 years, with the majority of demand existing in the 1- to 5-year range. FRNs are typically structured with either a series of maturities or a put that requires the issuer to remarket or refinance the Notes upon the mandatory tender date. As with any public market transaction, a publically placed FRN would require a rating, official statement, and all accompanying documents. Costs associated with FRNs include underwriters' counsel fees, underwriting expenses, and takedowns charged per maturity.

Current FRN Market Considerations. While the FRN market can be quite volatile, we have recently seen a significant improvement in FRN demand, which has translated into more aggressive pricing levels. Although there is no standard metric which measures FRN spreads, we have included a graph on the next page which displays the historical difference between (i) 3-year "AAA" MMD (gold line) and (ii) 70% of 3-Year LIBOR swap rate (blue line).

FRN investors will often look to the difference between these two curves to determine the appropriate spread on floating rate products, as the relative difference between the MMD and the % of LIBOR-swap curve (shown in the grey area chart) can provide a helpful metric as to the “relative” value of an FRN. 70% of 3-Year LIBOR is currently 19 bps higher than 3-Year “AAA” MMD, indicating that an FRN investor can obtain approximately 19 bps of “relative” value by purchasing an FRN and hedging it with a 3-year LIBOR swap. Put another way, when the blue line exceeds the gold line (as shown by the negative differential in grey), FRN demand tends to be stronger, translating into more aggressive pricing. In addition to these strong underlying fundamentals driving demand, the FRN market has been furthered buoyed by a relative lack of overall supply.

In general, we have observed the following regarding public market index floaters:

- The greatest demand tends to exist for **LIBOR** (as opposed to **SIFMA**) **Indexed FRNs**, and as such, liquidity and execution tend to be stronger for LIBOR-based FRNs. Nonetheless, we believe a SIFMA FRN could also be remarketed successfully by the Authority.
- **Larger block-size transactions** tend to receive better pricing, as the majority of investors prefer at least \$50 million tranches (based on our experience, the greatest demand for FRNs is typically concentrated among short-duration bond funds, trust departments, and money managers, among others);
- Investors prefer **hard puts and/or maturities**; soft puts typically price with a 10 – 15 basis point premium over hard put or maturity FRNs;
- **Transactions of significant size can require a premium to clear the market** as there are only 10 to 20 of investors who will purchase FRNs. For instance, we believe a transaction size of \$500 million would require an incremental premium in order to clear the market

The charts below highlight recent FRN transactions and pricing.

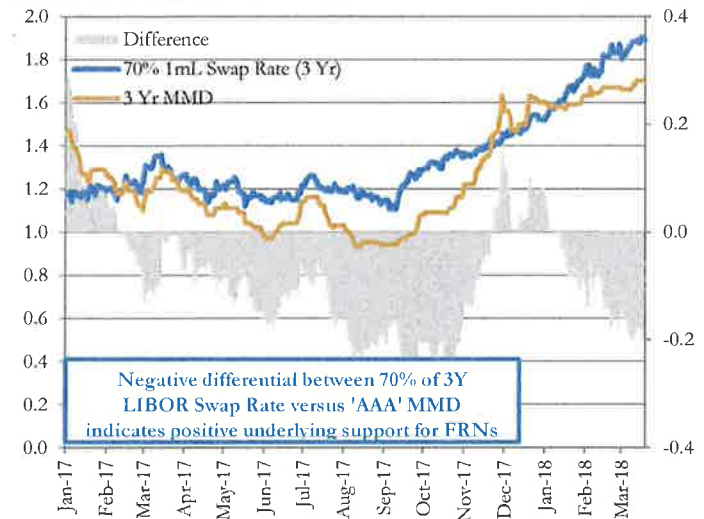
Dated Date	Issuer/Obligor	Tax Status	State	LT Ratings (Underlying)			Par Amount (\$MM)	Index	Structure	Spread to Index					
				Moody's	S&P	Fitch				1-yr	2-yr	3-yr	4-yr	5-yr	6-yr
3/22/2018	Metropolitan Transportation Authority	E	NY	A1	A+	AA-	100.000	69% 1M LIBOR	Soft Put			0.30% ⁽¹⁾			
3/22/2018	J. Paul Getty Trust	E	CA	Aaa	AAA	NR	54.470	70% 1M LIBOR	Soft Put			0.20%			
3/22/2018	J. Paul Getty Trust	E	CA	Aaa	AAA	NR	54.470	70% 1M LIBOR	Soft Put			0.20%			
3/22/2018	J. Paul Getty Trust	E	CA	Aaa	AAA	NR	69.200	70% 1M LIBOR	Soft Put			0.20%			
4/2/2018	Bethlehem Area School District Authority	E	PA	A1	NR	NR	40.660	70% 1M LIBOR	Hard Put			0.48%			
4/2/2018	Bethlehem Area School District Authority	E	PA	A1	NR	NR	30.140	70% 1M LIBOR	Hard Put			0.48%			
2/26/2018	University of Michigan	E	MI	Aaa	AAA	NR	95.500	SIFMA	Soft Put				0.27%	0.65%	
3/9/2018	Black Belt Energy Gas District	E	AL	A3	NR	A	225.000	67% 1M LIBOR	Hard Put					0.90%	
3/9/2018	Black Belt Energy Gas District	E	AL	A3	NR	A	125.000	SIFMA	Hard Put					0.62%	
2/22/2018	Cincinnati Children's Hospital	E	OH	Aa2	AA	NR	42.160	1M LIBOR	Soft Put	0.00%					
2/8/2018	Irvine Ranch Water District	E	CA	Aa1	AAA	AAA	49.920	SIFMA	Hard Put	-0.10%					
2/8/2018	Irvine Ranch Water District	E	CA	Aa1	AAA	AAA	33.280	SIFMA	Hard Put	-0.10%					
2/7/2018	Main Street Natural Gas, Inc.	E	GA	A1	NR	NR	270.000	SIFMA	Hard Put					0.75%	
12/28/2017	Los Angeles County Museum of Art	E	CA	A3	NR	NR	93.500	70% 1M LIBOR	Soft Put			0.65%			
12/28/2017	Los Angeles County Museum of Art	E	CA	A3	NR	NR	78.000	70% 1M LIBOR	Soft Put			0.65%			
12/28/2017	Partners HealthCare System	E	MA	Aa3	AA-	NR	69.870	SIFMA	Hard Put					0.50%	
12/28/2017	Partners HealthCare System	E	MA	Aa3	AA-	NR	50.230	SIFMA	Hard Put				0.42%		
12/8/2017	Chicago Board of Education	E	IL	A2	NR	NR	50.000	70% 1M LIBOR	Hard Maturity	2.75%					
11/30/2017	Bethlehem Area School District Authority	E	PA	A1	NR	NR	30.400	70% 1M LIBOR	Soft Put				0.49%		
11/9/2017	University of North Carolina	E	NC	Aaa	AAA	AAA	100.000	68% 1M LIBOR	Soft Put					0.40%	
11/3/2017	Metropolitan Transportation Authority	E	NY	A1	AA-	AA-	165.000	SIFMA	Soft Put					0.45%	
11/1/2017	Baylor Scott White Medical Center	E	TX	Baa2	A+	NR	20.000	SIFMA	Soft Put						1.10%
10/26/2017	New Jersey Turnpike Authority	E	NJ	A2	A+	A	31.050	70% 1M LIBOR	Hard Maturity			0.34%			
10/26/2017	New Jersey Turnpike Authority	E	NJ	A2	A+	A	115.125	70% 1M LIBOR	Soft Put					0.75%	
10/26/2017	New Jersey Turnpike Authority	E	NJ	A2	A+	A	150.000	70% 1M LIBOR	Soft Put			0.46%			
10/26/2017	New Jersey Turnpike Authority	E	NJ	A2	A+	A	129.375	70% 1M LIBOR	Hard Maturity					0.70%	
10/26/2017	New Jersey Turnpike Authority	E	NJ	A2	A+	A	32.775	70% 1M LIBOR	Hard Maturity				0.48%		
10/26/2017	New Jersey Turnpike Authority	E	NJ	A2	A+	A	36.475	70% 1M LIBOR	Hard Maturity					0.70%	

Source: Bloomberg and EMMA as of March 20, 2018. (1) AGM Insured

Below, we provide indicative pricing for CFX public market FRNs, assuming a soft put structure. As shown there, public market index floaters (assuming a soft put structure) are priced comparably to Wells Fargo's DPIF. That said, there are a number of

FRN Relative Value

3Y MMD vs. 3Y Swap Rate (70% 1mL) (%)



Source: Bloomberg, TM3 as of 3/20/2018

important benefits achieved through a DPIF that cannot be accomplished with a public market FRN. For instance, when comparing this pricing to the Wells Fargo DPIF pricing provided earlier in our response, we would note that the costs required to execute a public FRN will be significantly higher than extending the Wells Fargo DPIF, as the Authority would be required to pay both a takedown and additional costs of issuance each time it remarkets its bonds. We also note that the FRN market has proved to be extremely volatile in the last year, and at times, the market for FRNs has been both illiquid and prohibitively expensive. As the year progresses, we expect additional supply in the FRN market may also cause spreads to widen, and the FRN spreads below are only indicative and would be subject to change at the time of pricing. In addition, relative to the Wells Fargo DPIF product that is callable at any time after one year, an FRN provides CFX with limited optionality as it only provides 6-months of call optionality.

To that end, while 3-year FRN pricing may be comparable to the Wells Fargo DPIF pricing (at the moment), we believe that (i) the additional costs of issuance, (ii) administrative burden of selling bonds into the capital market, (iii) more limited optionality and (iv) uncertainty/volatility of the FRN market nonetheless makes the extension of the Wells Fargo DPIF a more cost-effective and seamless alternative. Further, we note that the below pricing does not include any type of “size” premium, though our Desk estimates that if CFX were to try and clear all of its floating rate debt in one transaction, there could be “size” premium of 5 – 10 bps in order to fully clear the market.

Indicative CFX Public Market FRN Pricing (Soft Put) ¹				
	SIFMA-Index		70% of 1M LIBOR Index	
	Spread (bps)	Est. Rate	Spread (bps)	Est. Rate
2-Years (2020)	+45 bps	1.67%	+50 bps	1.80%
3-Years (2021)	+50 bps	1.72%	+55 bps	1.85%
4-Years (2022)	+55 bps	1.77%	+60 bps	1.90%
5-Years (2023)	+65 bps	1.87%	+80 bps	2.10%
7-Years (2025)	+80 bps	2.02%	+90 bps	2.20%

We do note that depending on other responses received under this RFI, it is possible that CFX may wish to pursue an FRN for some portion of its floating rate need (i.e., the more imminent RBC facility, which expires in July 2018). In particular, we note that the FRN market is willing to accept a soft purchase feature, which we know is an important requirement under the TIFIA loan. Further, we believe that the Authority can obtain better execution by limiting its FRN to a more manageable size and the SIFMA-index could be more easily absorbed for a financing of approximately \$117.8 million.

Leading Short-term Underwriter. If CFX elects to pursue an FRN for portions of its floating rate need, we hope that our strong support of CFX’s floating rate portfolio and our strong credentials would make us a strong candidate to leave such an offering. Indeed, WFS is proud to rank among the top 5 largest remarketing agents of floating rate debt, a testament to our financial strength and proven ability to aggressively price and remarket floating rate debt. We maintain two dedicated short-term underwriters and a short-term sales force that includes four dedicated sales people. Since 2013, WFS has served as managing underwriter for note transactions totaling over \$44.8 billion, including nearly \$9.4 billion senior managed transactions for 100+ new issues². Further, in the last two years, we have senior managed over \$1.7 billion of floating rate notes, including recent transactions for Metropolitan Water District of Southern California, the University of North Carolina – Chapel Hill, Los Angeles County Museum of Art, Golden Empire Schools Financing Authority, and the J. Paul Getty Trust, among others.

Floating Rate Notes Plus (“FRNs Plus”). As an alternative to Direct Purchase Index Floaters, we also wanted to provide CFX with an overview of our FRNs Plus alternative³. Key potential benefits of this alternative, as compared to our DPIF, include:

- + Long-term, fully-committed funding – no party can put FRNs back to the Authority prior to their long term maturity
- + Ability to reduce CFX’s 5-year funding cost to SIFMA + 25-35bps, well below alternative funding costs
- + Mitigate certain risks, including systemic put risk, market access risk, and term-out risk
- + More options available at the scheduled expiration relative to other forms of variable rate debt
- + Can be first step in long-term strategy to convert to traditional fixed rate (when market opportunity to unwind existing fixed payer swap presents itself)

¹ Indices as of 3/20/2018; 70% of 1M LIBOR equal to 1.30% and SIFMA equal to 1.22%. Includes pricing for Soft Put FRNs and assumes any FRNs would be issued with ratings of A1/A+. Pricing is indicative only, subject to market conditions at the time of pricing. Assumes 6-month call window.

² Source: Thomson Reuters SDC; Represents negotiated new issues underwritten for 1/1/2013 to 12/31/2017 by WFS.

³ FRNs Plus, like a DPIF, is a bank-supported product. FRNs, on the other hand, is not a bank supported product.

Overview of the FRNs Plus Mechanics. FRNs Plus is the name for Wells Fargo's Total Return Swap structure which combines the direct purchase of an indexing FRN with a shorter dated Basis Agreement. FRNs Plus offers long term, fully committed, low cost variable rate funding, at a spread over index that cannot change based on bank quality or CFX's rating. FRNs Plus offers more expiration date options than traditional floating rate structures and eliminates the need to pay takedown or remarketing fees.

Under an FRNs Plus, Wells Fargo would purchase a long-term bond and enter into a derivative with CFX to create a net cost in 3 or 5 years of approximately SIFMA + 25 - 35bps. After the initial 3 or 5-year TRS term, CFX would have the options to renew the FRNs Plus transaction or call the bonds and refinance them into a different structure. Alternatively, CFX could cash settle the FRNs Plus based on the change in value of the bonds. Note that the benefits offered by the FRNs Plus should be evaluated within the derivatives context of the transaction, including counterparty risk, the potential payment obligation at the end of the Basis Agreement, the ISDA credit terms, and mark-to-market volatility during the Basis Agreement term. Further, FRNs Plus would require both a rating and offering statement, which are not required as part of our DPIF alternative.

SWAP CONSIDERATIONS. In the past and in Wells Fargo's underwriting RFP response dated March 13, 2018, we have analyzed a number of possibilities regarding CFX's synthetic debt positions including among others⁴:

- Conversion from synthetic fixed rate to traditional fixed rate
- Suspending near-term swap cash flows and issuing a fixed rate note
- Constant Maturity Swaps
- Swap Index Modifications

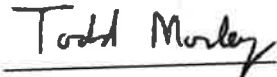
To the extent any of these ideas are of interest to CFX as it reviews its synthetic debt portfolio, we would be pleased to update our analyses.

Name of Proposer: Wells Fargo Bank, National Association

Address: 800 North Magnolia Avenue, 7th Floor
Orlando, Florida 32803

Name of Authorized Representative: Todd Morley

Signature:



Title: Senior Vice President

Telephone: (407) 649-5638

Email: todd.morley@wellsfargo.com

Fax: (407) 649-5554

Date: March 26, 2018

⁴ Information presented herein regarding risk management alternatives was prepared by the Municipal Derivatives Marketing desk on behalf of Wells Fargo Bank, N.A. as swap provider. Please direct any questions regarding the risk management alternatives presented herein to Erin Young at (704) 410-4083.

Disclosures (Continued):

The Materials are provided for general information about the transactions described herein. Although we believe that market data and other information contained in the Materials is reliable, it is not warranted as to completeness or accuracy, is subject to change without notice, and we accept no responsibility for its use or to update or keep it current. The Materials are not an offer or commitment for any products or transactions. Our willingness to enter into any transaction is subject to final credit approval, agreement on transaction terms and compliance to our satisfaction with all applicable legal and regulatory requirements, including without limit, onboarding and swap trading relationship documentation.

Terms, rates, prices and structure in the Materials are indicative only, and should not be relied upon as the terms, rates, prices or structure on which we or anyone else would be willing to enter into, terminate or transfer any transaction with you, including without limit, the swap, bond or loan, letter of credit and/or remarketing agreement (if applicable), or relied upon for any other purpose. Actual rates and prices may be higher or lower depending on market conditions at the time of execution, and are subject to market conditions at deal time, final credit approval and agreement on deal terms. Any historical information provided in the Materials is for information only, and past performance may not be relied upon as a guarantee of future results. Assumptions stated herein may or may not be valid.

Arm's Length Relationship

All transactions described in the Materials are arm's length transactions to be negotiated by each party acting in its own best interests. The price and other terms of any transaction will be individually negotiated, and there is no assurance that they will represent the best price or terms available to you from us or other sources. The decision whether you should enter into any transaction upon mutually agreed terms rests solely with you. Before entering into any transaction described in the Materials, you should consider whether it is appropriate for you in light of your objectives, experience, financial and operational resources, legal capacity and authority, and other relevant circumstances, and you should conduct a thorough and independent evaluation of the financial, tax, accounting, legal and regulatory characteristics, consequences, costs and risks of the transaction in light of your particular circumstances, based upon the advice of your own financial, legal, tax, accounting, and other professional advisors. Neither we nor any of our affiliates will be providing any such advice in connection with any such transaction, and neither we nor they will be acting as your agent, broker, financial advisor, municipal advisor, or fiduciary in connection with any such transaction, whether or not we or they may otherwise be engaged to act in such capacity in connection with other products or services.

Risks to Consider

While certain transactions described in the Materials may be used for hedging purposes to reduce or eliminate certain risks associated with your assets or liabilities, the effectiveness of hedging may depend upon holding these transactions to maturity and not reducing or disposing of all or any portion of the asset or liability during the term of the hedge. If a swap transaction is terminated early, or if you reduce or dispose of all or a portion of the underlying asset or liability before the transaction matures (such as prepaying a floating rate loan you hedge with a swap), you may incur a substantial loss. You may also incur a substantial loss if you enter into a swap transaction in anticipation of hedging an asset or liability that does not materialize. You should understand that significant potential amounts could become payable by you for modifying a swap transaction, terminating it early or transferring your position in the transaction to another person or entity, depending upon then existing market conditions. You should also consider that prepaying your loan or disposing of an asset or other liability does not relieve you of your obligations under a swap transaction, which may be terminated early only in accordance with the terms of the swap trading relationship documentation (such as an ISDA Master Agreement) or other transaction documents, or otherwise by mutual agreement. Such termination may require payment by you of an early termination amount, which amount may be substantial. Whether you use a swap transaction for hedging or another purpose, you should satisfy yourself that you understand these and other risks relative to the benefits you are seeking to achieve and that the transaction and risks are suitable for you. These risks are discussed in greater detail in disclosures provided to you through the following website: www.wellsfargo.com/swapdisclosures

Independent Obligation

Although the Materials describe how a swap transaction may be used to hedge against increases in the interest expense of a loan or other financing, the swap transaction would be a separate and independent obligation and would not be contingent on whether or not any loan or other financing closes, is outstanding, or is repaid, in whole or in part, at any time, subject to any contractual requirement to terminate and settle the transaction early upon prepayment of the loan or for other loan-related events. In addition, if you provide any existing or future collateral or other credit support to secure the transaction and any loan or other financing, then you would be entitled to the release of such collateral or credit support only if certain conditions contained in the related collateral agreement or credit support document are completely satisfied for both the transaction and any such loan or other financing, or we otherwise reach agreement with you on alternative collateral, credit support or other arrangements.

Unmatched Terms & Conventions

If the principal amount or duration of a loan or financing differs from that of a transaction used to hedge such loan or financing, you may be exposed to risk of loss from such over-hedging or under-hedging. If any other economic terms or characteristics of a loan or financing differ from those of the related hedge, then in addition to any losses that you could incur from such differences, the hedge may create unanticipated accounting exposure or tax liability for you. To the extent fair value accounting applies to the hedge, you may have to reflect unrealized gains and losses (i.e., the so-called "mark-to-market" value of the hedge) over the life of the hedge on your balance sheet and/or income statement. If hedge accounting applies, any ineffectiveness in the hedge resulting from such differences may likewise need to be taken into account and reflected in your financial results. These swap valuation considerations may also be important to you for tax purposes, including any tax laws that may require unrealized gains or losses on swaps to be taken into account in determining your income tax liability.

Conventions used in the loan or other financing and swap markets may differ, and we are under no obligation to ensure that any swap we offer is a perfect hedge for your financing even if we provide you with both products. For example, if the method for determining a loan's floating rate differs from that for a swap's floating rate, the loan floating rate payments could diverge from those of the swap. Such divergence may occur by convention or as the result of contractual differences, such as, for illustration purposes only, in the definition of or the reset timing (e.g., 1-month or 3-month) for the London Interbank Offered Rate (LIBOR), the dates or times at which LIBOR is set, the number of days in the payment periods, the fallback floating rate specified if the method for determining LIBOR fails, or the floating rate rounding convention.

Applicability of Certain Regulations

WFBNA is a "swap dealer" as defined in the Commodity Exchange Act ("CEA"), and one or more transactions described in the Materials are "swaps" as defined in the CEA and regulations of the Commodity Futures Trading Commission ("CFTC") or "security based swaps" as defined in the CEA and the Securities Exchange Act of 1934 and regulations of the U.S. Securities and Exchange Commission ("SEC"). From time to time, we may furnish you with certain information or request that you furnish us with certain information or representations or take other action we consider necessary or appropriate to comply with applicable legal or regulatory requirements, including the requirement that, in order to enter into a swap with us, you must be an Eligible Contract Participant (as defined in 17 C.F.R. §1.3(m)). Nothing herein or in the Materials constitutes legal advice or purports to be a complete statement of regulations applicable to swaps, matters which you should address with your own legal advisors. For purposes of CFTC Regulations 1.71 and 23.605, please note that the Materials are a "solicitation" of a swap and not a "research report" as defined therein. To the extent the Materials include a scenario analysis, such inclusion shall not supersede your right under CFTC Regulation 23.431(b) to request and consult in the design of a scenario analysis. Nothing in the Materials should be construed as a recommendation or opinion with respect to any swap or trading strategy involving a swap for purposes of CFTC Regulations Part 23 or the CEA. The Materials do not take into account your particular investment objectives, financial condition or needs and are not intended to serve as a basis for entering into a swap or to suggest, through opinion,

recommendation, or otherwise, that you should enter into a particular swap or trading strategy involving a swap. You should consult with your own advisors for opinions on whether to enter into any swap or trading strategy involving a swap.

In certain cases, the transactions described in the Materials may be subject to regulations that have not yet been proposed, adopted in final form or become effective, and some or all of such regulations may have a direct or indirect impact on the substantive terms set forth hereunder. Accordingly, the parties acknowledge partial and/or incomplete information with respect to the requirements of such regulations, but acknowledge that to the extent any term contemplated hereunder is in violation of or subject to any current or future regulation, as amended from time to time, we reserve the right to amend the terms contemplated hereby or cease to offer the transaction described herein.

About Wells Fargo

Transactions described in the Materials are not bank deposits or FDIC insured, may expose you to the credit risk of WFBNA and therefore involve risk of loss to you apart from the market risk associated with the underlying rate, price or other economic measure on which the transaction is based. Financial information WFBNA is available at:

https://www.wellsfargo.com/invest_relations/investor_relations

Additional Information

In addition to the information furnished above, you should not enter into any swap transaction described in the Materials without reviewing and understanding our "Disclosure of Material Information for Swaps" and accompanying documents available to you at: www.wellsfargo.com/swapdisclosures

Updating the Materials

We reserve the right to amend, supplement or replace the Materials at any time, and your use of the Materials constitutes your agreement to update the Materials with any such amendments, supplements or replacements we furnish you.

Confidentiality

The information in the Materials is confidential and may not be disclosed by you to anyone without our written consent, other than to your advisors, and judicial or other governmental authorities or regulators having jurisdiction over you (including, without limitation, federal, state or local tax authorities). Notwithstanding anything to the contrary contained in the Materials, all persons may disclose to any and all persons, without limitations of any kind, the U.S. federal, state or local tax treatment or tax structure of any transaction, any fact that may be relevant to understanding the U.S. federal, state or local tax treatment or tax structure of any transaction, and all materials of any kind (including opinions or other tax analyses) relating to such U.S. federal, state or local tax treatment or tax structure, other than the name of the parties or any other person named herein, or information that would permit identification of the parties or such other persons, and any pricing terms or nonpublic business or financial information that is unrelated to the U.S. federal, state or local tax treatment or tax structure of the transaction to the taxpayer and is not relevant to understanding the U.S. federal, state or local tax treatment or tax structure of the transaction to the taxpayer.

Limitation of Liability

In no event shall Wells Fargo be liable to you or any third party for any direct or indirect, special, incidental, or consequential damages, losses, liabilities, costs or expenses arising directly or indirectly out of or in connection with the Materials.

Tax Matters

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any advice contained in the Materials does not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

If you have any questions or concerns about the disclosures presented herein, you should make those questions or concerns known immediately to Wells Fargo

1Q2018.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Eighth Supplement

to

Ninth Supplemental Revenue Bond Resolution Authorizing the Issuance of
Variable Rate Refunding Revenue Bonds,
Series 2008B

Dated as of June 29, 2018

EIGHTH SUPPLEMENT TO NINTH SUPPLEMENTAL REVENUE BOND RESOLUTION

AN EIGHTH SUPPLEMENT TO THE NINTH SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY REGARDING THE ISSUANCE OF THOSE CERTAIN VARIABLE RATE REFUNDING REVENUE BONDS, SERIES 2008B; APPROVING THE RESPECTIVE TERM SHEETS FOR THE CONTINUED DIRECT PLACEMENT OF THE SERIES 2008B BONDS; APPROVING THE FORM AND AUTHORIZING THE FINAL NEGOTIATION, EXECUTION AND DELIVERY OF CONTINUING COVENANT AGREEMENTS WITH RESPECT TO THE SERIES 2008B BONDS CONSISTENT WITH THE PROVISIONS OF SUCH TERM SHEETS; DELEGATING AUTHORITY TO AND AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS, AGREEMENTS AND CERTIFICATES IN CONNECTION WITH THE EXECUTION AND DELIVERY OF SUCH CONTINUING COVENANT AGREEMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, on February 3, 2003, the Central Florida Expressway Authority (the "Authority") adopted that certain Amended and Restated Master Bond Resolution Authorizing Central Florida Expressway Authority Revenue Bonds (the "Master Bond Resolution"); and

WHEREAS, the Authority adopted the Ninth Supplemental Revenue Bond Resolution (as amended and supplemented from time to time, the "Ninth Supplemental Resolution,"") on March 26, 2008 (with certain changes ratified and approved on April 23, 3008), authorizing the issuance of its Variable Rate Refunding Revenue Bonds, Series 2008B, consisting of one or more Subseries (the "2008B Bonds"), including but not limited to those certain Subseries 2008B-1 Bonds (the "2008B-1 Bonds") in the outstanding principal amount of \$130,360,000, those certain Subseries 2008B-2 Bonds (the "2008B-2 Bonds") in the outstanding principal amount of \$117,865,000, those certain Subseries 2008B-3 Bonds (the "2008B-3Bonds") in the outstanding principal amount of \$149,060,000, and those certain Subseries 2008B-4 Bonds (the "2008B-4 Bonds") in the outstanding principal amount of \$99,335,000; and

WHEREAS, the Ninth Supplemental Resolution provides that each subseries of the 2008B Bonds shall constitute a Series of Bonds for the purposes of the Master Bond Resolution, with the effect that the Ninth Supplemental Resolution shall be deemed to constitute separate but identical supplemental resolutions of the Authority with respect to each subseries of the 2008B Bonds; and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Master Bond Resolution and Ninth Supplemental Resolution (collectively, the "Resolution"); and

WHEREAS, the Authority has solicited proposals from certain financial institutions to, among other things, directly purchase the Series 2008B Bonds; and

WHEREAS, the Authority has determined to accept the offers of Bank of America, N.A., with respect to the 2008B-1 Bonds and 2008B-3 Bonds, RBC Capital Markets, LLC with respect to the 2008B-2 Bonds and Wells Fargo Bank, N.A. with respect to the Series 2008B-4 Bonds to directly purchase the respective Subseries of the Series 2008B Bonds in accordance with the respective terms outlined in the proposals attached hereto as **Exhibit “A”** (the “Term Sheets”);

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

ARTICLE I

AUTHORITY; RECITALS

SECTION 1.1 Authority for Resolution. This Eighth Supplement to the Ninth Supplemental Revenue Bond Resolution (the “Eighth Supplement”) is adopted and implemented pursuant to the authority of the Central Florida Expressway Authority Law, 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 1.2 Recitals. The recitals set forth above are hereby incorporated into the body of this Eighth Supplement as if set forth herein.

ARTICLE II

APPROVAL OF DIRECT PLACEMENT OF SERIES 2008B BONDS

SECTION 2.1 Approval of Continued Direct Placement of 2008B Bonds; Forms of Series 2008B Bonds; Continuing Covenants Agreement. The Authority hereby approves the Term Sheets for (a) the direct placement of the 2008B-1 Bonds and the 2008B-3 Bonds to Bank of America, N.A., (b) the direct placement of the 2008B-2 Bonds to RBC Capital Markets, LLC, and (c) the direct placement of the 2008B-4 Bonds to Wells Fargo Bank, N.A., provided however, that if the Chief Financial Officer or other Authorized Officer is unable to negotiate satisfactory terms with any one or more of the above referenced financial institutions, the Chief Financial Officer or such other Authorized Officer is hereby authorized to negotiate with any other financial institution which has submitted a proposal to the Authority for the direct placement of the Series 2008B Bonds based upon terms that are deemed to be most advantageous to the Authority, as determined by the Chief Financial Officer, which determination may be based in part upon the advice of the Financial Advisor to the Authority. The Authority hereby authorizes and approves the form of Series 2008B Bond used in connection with the existing direct placement of such Series 2008B Bonds which is on file with the Authority as the form of Series 2008B Bond for the purposes of the transactions contemplated by this Eighth Supplement and hereby authorizes and directs the Chairman or Vice-Chairman and Secretary, Assistant Secretary or Executive Assistant to execute and deliver such Series 2008B Bonds. The Authority hereby further authorizes and approves the use of any Continuing Covenants Agreement on file with the Authority as the basis for negotiating the terms and provisions of the respective Continuing Covenants Agreements to be entered into

with the financial institutions described above, with such changes as shall be consistent with the terms and provisions of the above referenced proposals submitted by such financial institutions and such additional terms as shall be deemed to be necessary or advantageous to the Authority, as determined by the Chief Financial Officer, which determination may be based upon the advice of the Financial Advisor to the Authority.

SECTION 2.2 Authorizations. The Chairman, Vice Chairman, Secretary, Executive Director, Chief Financial Officer, General Counsel or any 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, notices and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Eighth Supplement as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained or otherwise referenced, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Eighth Supplement or the Resolution.

SECTION 2.3 Controlling Law; Members; Members of Authority not Liable. All stipulations, obligations and agreements of the Authority contained in this Eighth Supplement or the 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 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 shall be liable personally on the 2008B Bonds or under the Resolution or this Eighth Supplement or the execution by the Authority or its officers of any documents or agreements in connection with the transactions contemplated by this Eighth Supplement or the Resolution.

SECTION 2.4 Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the 2008B Bonds, the Bondholders of the 2008B Bonds 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 2.5 Severability. If any provision of this Eighth Supplement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the other provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Section of this Eighth Supplement shall not affect the remaining portions of this Eighth Supplement or any part thereof.

SECTION 2.6 Effect of this Supplemental Resolution. Except as supplemented by this Eighth Supplement, the Ninth Supplemental Resolution, as supplemented, shall remain in full force and effect.

SECTION 2.7 Effective Date and Effective Period. This Eighth Supplement shall become effective immediately upon its execution.

[SIGNATURES FOLLOW ON NEXT PAGE]

This Eighth Supplement was approved and adopted by the Central Florida Expressway Authority on June 29, 2018.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____
Fred Hawkins, Jr., Chairman

ATTEST:

By: _____
Mimi Lamaute, Executive Assistant

Signed:

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

EXHIBIT “A”

Term Sheets for Continued Direct Placement of 2008B Bonds
(See Attached)

Central Florida Expressway Authority

Response to Request for Recommendations and/or Pricing Indications for Direct Purchase Index Floaters Or Other Options Relating to the Variable Rate Revenue Bonds, Series 2008B1, 2008B2, 2008B3 and 2008B4

Due: Monday, March 26, 2018 by 2:00 p.m. Eastern

BANK OF AMERICA MERRILL LYNCH

Bank of America, N.A.

Merrill Lynch, Pierce, Fenner & Smith Incorporated

1 Bryant Park, 12th Floor

New York, NY 10036

BANK OF AMERICA MERRILL LYNCH

Bank of America, N.A.

Merrill Lynch, Pierce, Fenner & Smith Incorporated

250 South Park Avenue

Winter Park, FL 32789





March 26, 2018

Ms. Lisa Lombard, Chief Financial Officer
Central Florida Expressway Authority
Via Email to lisa.lombard@CFXWay.com

Dear Ms. Lombard:

Bank of America Merrill Lynch ("BofAML" or the "Firm") is pleased to provide the Central Florida Expressway Authority ("CFX" or the "Authority") with the attached response to the Authority's Request for Recommendations and/or Pricing Indications for Direct Placement Index Floaters or Other Options relating to the Variable Rate Revenue Bonds, Series 2008B1, 2008B2, 2008B3 and 2008B4. As senior managing underwriter and member of the Authority's current investment banking team, BofAML affirmatively commits to make available the complete resources of the Firm for the benefit of the Authority. We believe the attached proposal is a clear demonstration of our long-standing commitment to CFX.

As detailed in the attached response, ***BofAML, via Bank of America, N.A. ("BANA"), has obtained credit approval to provide the Authority with up to \$279 million of Direct Placement Index Floaters (based either on a SIFMA or LIBOR index) or Letters of Credit, or any combination thereof.*** We believe the pricing, terms and conditions in the attached proposal are competitive, and meet or exceed the needs of the Authority. Furthermore, as CFX is aware, BofAML has previously provided unsolicited analyses regarding the opportunity for CFX to terminate a portion of the Authority's synthetic fixed rate portfolio and issuing fixed rate bonds. BofAML updated this analysis in conjunction with our response to the Authority's Request for Proposals for Investment Banking Underwriting Services, Contract No. 001132 dated March 13, 2018. In response to Question 10 herein, we provide a restatement of this analysis for your consideration.

As you know, BofAML is a top-ranked national firm with a strong local banking presence. We value our longstanding relationship with the Authority. We recognize the Authority desires to reserve the right to negotiate particular terms and request clarification of information submitted. Please do not hesitate to reach out if you have any questions about the terms or conditions contained herein. As one of Municipal Banking & Markets' premier clients, we stand ready to put our balance sheet to work for the benefit of CFX.

We look forward to the opportunity to work with the Authority in the near future.

Sincerely,



Jim Calpin, Managing Director
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Bank of America N.A.
One Bryant Park, 12th Floor
New York, NY 10036
Phone: (646) 743-1314
Email: james.calpin@baml.com



Matthew Williams, Director
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Bank of America N.A.
250 S. Park Avenue, Suite 400
Winter Park, FL 32789
Phone: (321) 527-7837
Email: matthew.j.williams@baml.com



Patrick Ingram, Senior Vice President
Bank of America, N.A.
One Bryant Park, 12th Floor
New York, NY 10036
Phone: (646) 743-2196
Email: patrick.ingram@baml.com

Cc: Brent Wilder, wilderb@pfm.com, PFM Financial Advisors, LLC
M. Hope Davidson, davidsonm@pfm.com, PFM Financial Advisors, LLC

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- B. Other Recommendation

WE ARE NOT YOUR MUNICIPAL ADVISORS OR FIDUCIARIES. Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as an underwriter. Bank of America, N.A. and its subsidiaries and affiliates ("BANA") are providing the information contained herein for discussion purposes only in connection with a proposed arm's-length commercial banking transaction between you and BANA. This information is provided to you by MLPF&S and BANA pursuant to and in reliance upon the participation by an independent registered municipal advisor exemption for MLPF&S and BANA under SEC Rule 15Ba1-1(d)(vi) and the bank exemption for BANA provided under SEC Rule 15Ba1-1(d)(3)(iii). MLPF&S and BANA are acting for their own interest and have financial and other interests that differ from yours. MLPF&S and BANA are not acting as a municipal advisor or financial advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "Act"), and MLPF&S and BANA have no fiduciary duty to you or any other person pursuant to Act with respect to the information and material contained in this communication. MLPF&S is seeking to serve as an underwriter on a future transaction and not as a financial advisor or municipal advisor. The primary role of MLPF&S, as an underwriter, is to purchase securities with a view to distribution in an arm's-length commercial transaction between you and MLPF&S. All underwriting services referenced herein are provided by MLPF&S and all commercial banking products referenced herein are provided by BANA. Before acting on the information or material contained herein, you should discuss it with any and all of your own internal and external financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate.

As set forth in Bank of America Corporation's 2015 Resolution Plan submitted to the Federal Reserve and the Federal Deposit Insurance Corporation on July 1, 2015, Bank of America Corporation is undertaking certain initiatives to enhance its resolvability, through the realignment of certain of its subsidiaries and businesses. As part of these initiatives, Bank of America Corporation proposes to separate its U.S. institutional and retail broker-dealer businesses currently conducted by Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") into two legal entities. Specifically, it is contemplated that retail clients will remain with MLPF&S and institutional clients will be transitioned to a new registered broker-dealer, BofAML Securities, Inc. which is expected to occur effective May 14, 2018, pending regulatory approvals. Bank of America Corporation expects BofAML Securities Inc. to continue to offer the same services MLPF&S currently provides to its institutional and municipal clients. We wish to inform you that to the extent certain of the underwriting services that are contemplated by this response will be performed on or after the time of this transition, such underwriting services will be performed by BofAML Securities, Inc. when such transition occurs. A copy of the Public Executive Summary of Bank of America Corporation's Resolution Plan dated July 1, 2015 may be found at the following website: <https://www.federalreserve.gov/bankinfo/reg/resolution-plans/boa-1g-20150701.pdf>

These materials may refer to swaps, as defined in the Commodity Exchange Act, as amended ("CEA") and referenced in the Commodity Futures Trading Commission's Business Conduct Standards for Swap Dealers and Major Swap Participants Dealing with Counterparties, or security-based swaps, as defined in the CEA and referenced in the Securities and Exchange Commission's rules as to the Registration of Municipal Advisors (such swaps and security-based swaps collectively, "Municipal Derivatives"). These materials are not intended as a recommendation of, or advice to undertake, a Municipal Derivative or to engage in a trading strategy involving a Municipal Derivative, nor are they intended as an offer for you to enter into any Municipal Derivative transaction. BofAML is not expressing an opinion as to whether you should enter into a Municipal Derivative or a trading strategy involving a Municipal Derivative, nor is BofAML recommending any action or inaction relating to a Municipal Derivative to you. These materials do not represent a willingness to begin any negotiations, absent further discussion and the execution of proper documentation, and your response to the terms contained in these materials will not be considered an agreement, offer or acceptance. In connection with any Municipal Derivative, BofAML is acting solely as a principal, in its own interest, and not as your agent, advisor or fiduciary. Nothing in any prior relationship between us will be deemed to create an advisory, fiduciary or agency relationship between us in respect of any Municipal Derivative.

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We do not provide legal, compliance, tax or accounting advice. Accordingly, any statements contained herein as to tax matters were neither written nor intended by us to be used and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on such taxpayer. If any person uses or refers to any such tax statement in promoting, marketing or recommending a partnership or other entity, investment plan or arrangement to any taxpayer, then the statement expressed herein is being delivered to support the promotion or marketing of the transaction or matter addressed and the recipient should seek advice based on its particular circumstances from an independent tax advisor. Notwithstanding anything that may appear herein or in other materials to the contrary, the Company shall be permitted to disclose the tax treatment and tax structure of a transaction (including any materials, opinions or analyses relating to such tax treatment or tax structure, but without disclosure of identifying information or any nonpublic commercial or financial information (except to the extent any such information relates to the tax structure or tax treatment)) on and after the earliest to occur of the date of (i) public announcement of discussions relating to such transaction, (ii) public announcement of such transaction or (iii) execution of a definitive agreement (with or without conditions) to enter into such transaction; provided, however, that if such transaction is not consummated for any reason, the provisions of this sentence shall cease to apply. Copyright 2018 Bank of America Corporation.

Section 1

Complete Proposal Form

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Request for Recommendations and/or Pricing Indications for the Variable Rate Revenue Bonds, Series 2008B

1. Direct Placement Index Floater (Specify Index) Rate/Fee

Term	\$ ²⁷⁹ Million	\$ ²⁷⁹ Million	\$ ____ Million	Max: ____
3-Years	SIFMA + 0.46%	80% 1M LIBOR + 0.37%		
4-Years	SIFMA + 0.56%	80% 1M LIBOR + 0.42%		
5-Years	SIFMA + 0.70%	80% 1M LIBOR + 0.52%		
Longer Terms (please specify)				

2. Letter of Credit Fees

Term	\$ ²⁷⁹ Million	\$ ²⁷⁹ Million	\$ ____ Million	Max: ____
2-Years	0.32%			
3-Years	0.39%			
4-Years	0.43%			
Longer Terms (please specify)				

The above spreads to SIFMA and 80% 1m LIBOR ("Applicable Spread"), as well as the Letter of Credit Fees, are subject to maintenance of the current ratings assigned to the Bonds or if the Bonds are not rated, any rated, long-term, unenhanced parity debt of the Authority.

The Applicable Spread will be increased as follows should any rating on the Bonds (or, if applicable, rated parity debt) fall within the category indicated in the table below (these are ratings without regard to credit-enhancement, and the lowest rating will control):

Moody's / S&P / Fitch	Increase to Applicable Spread
A- / A3 / A-	10 bps
BBB+ / Baa1 / BBB+	15 bps
BBB / Baa2 / BBB	25 bps
BBB- / Baa3 / BBB-	35 bps
Below Investment Grade	Default Rate
Rating withdrawn or suspended	Default Rate

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Request for Recommendations and/or Pricing Indications for the Variable Rate Revenue Bonds, Series 2008B

3. Please identify by name, address, and telephone number of proposer's Counsel:
Christopher J. Preston, Chapman & Cutler; 111 West Monroe Street, Chicago, IL 60603; Phone: (312) 845-3804
4. Please provide your maximum legal fees, including out-of-pocket expenses (contingent upon closing):
Estimated at \$40,000, capped at \$45,000.
5. Please detail any additional expected out-of-pocket fees and charges for which the proposer expects to be reimbursed by CFX, including a not-to-exceed amount (CFX will not be responsible for paying any fees and expenses that are not detailed on the proposal form):
None
6. a. LOC Proposers' Ratings (only required if proposing LOC structure):

Moody's:	Long-term <u>Aa3</u>	Short-term <u>P-1</u>	Outlook/Credit Watch <u>Stable</u>
Fitch:	Long-term <u>A+</u>	Short-term <u>A-1</u>	Outlook/Credit Watch <u>Stable</u>
Standard & Poor's:	Long-term <u>A+</u>	Short-term <u>F1</u>	Outlook/Credit Watch <u>Stable</u>

- b. Are any of the above ratings under review or on credit watch? If so, please comment.
None are on credit watch.

- c. When were the last changes in the long-term ratings of the proposers named above?
Moody's - Long-Term: 12/6/2017, Short-Term: 12/6/2017
Standard & Poors - Long-Term: 12/16/2016, Short-Term: 3/3/2009
Fitch - Long-Term: 9/28/2017, Short-Term: 9/28/2017

7. Additional Conditions and Financial Covenants

- a. Bank of America has reviewed the Authority's existing Continuing Covenant Agreement (CCA) with Wells Fargo Bank, dated September 17, 2015 and is willing to enter into a substantially similar agreement with the Authority. We have included a markup of the existing CCA (Appendix A) , with requested changes to the form of CCA that are consistent with Bank of America documentation.

- b. If a letter of credit is selected, the terms and conditions for the Reimbursement Agreement shall be substantially similar to those set forth in the CCA comments (attached hereto as Appendix A), including, without limitation, representations, covenants, events of default remedies, but tailored for a letter of credit transaction.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Request for Recommendations and/or Pricing Indications for the Variable Rate Revenue Bonds, Series 2008B

8. What will the "term out" provisions be for loans made pursuant to the Letter of Credit Agreement (*i.e.* interest rate, payment frequency, and final term)?

If a Letter of Credit is selected, the Reimbursement Agreement shall include a three year term out option, with term out pricing similar to the Authority's existing term out provisions contained in the attached draft CCA (Appendix A).

9. Does the issuance of this proposal require approval by your home office; or is final credit approval authority entirely held by the United States branch or agency of the institution? When would you anticipate having final credit approval? If the final credit approval requires additional documentation, please indicate what additional documentation would be needed.
The Bank has already received final credit approval.

10. Other recommendations from respondent:

Please refer to Appendix B.

Name of Proposer: *Bank of America, N.A.

Address: One Bryant Park, 12th Floor, New York, NY 10036

Name of Authorized Representative: Patrick Ingram

Signature: 

Title: Senior Vice President

Telephone: (646) 743-2196

Fax: (646) 855-1642

E-mail: Patrick.Ingram@baml.com




Date: 3/26/2018

* Direct Purchases may be offered through an affiliate of Bank of America, N.A.

Section 2

References


Provided below are three references for similar financings completed by BofAML during the past 3 years.

CLIENT REFERENCES					
Issuer	Contact Person	Address	Phone	Email Address	
 Hillsborough County Aviation Authority, FL	Mr. Damian Brooke <i>VP Finance and IT</i>	Tampa Int'l Airport 3rd Level Blue Side Tampa, FL 33607	(813) 870-8748	dbrooke@ tampaairport.com	
 Orange County Transportation Authority	Mr. Andy Oftelie <i>Executive Director for Finance and Administration</i>	550 South Main Street Orange, CA 92868	(714) 560-5649	aoftelie@octa.net	
 North Carolina Turnpike Authority	Mr. David Roy <i>Director of Finance</i>	1 South Wilmington St. Raleigh, NC 27699	(919) 707-2729	dwroy@ ncdot.gov	

Additionally, we have provided case studies for each of the relevant transactions below.


Hillsborough County Aviation Authority, Florida (Tampa International Airport)

\$43,160,000 Airport Revenue Refunding Bonds, Series 2015B (AMT)

 On November 10, 2015, the Hillsborough County Aviation Authority ("HCAA") sold \$43,160,000 Airport Revenue Refunding Bonds, Series 2015B (the "Bonds") to Bank of America Merrill Lynch and its affiliates ("BofAML") via a Non Bank-Qualified Tax-Exempt Direct Loan to currently refund the HCAA's outstanding Series 2005A Airport Revenue Bonds, which were subject to the AMT. In October of 2015, HCAA released a Request for Proposal for the Direct Loan Refunding Financing and BofAML was awarded the transaction after receiving a top combined score in HCAA's RFP Technical Evaluation. Given prevailing rates in the municipal capital markets – particularly for bonds subject to the AMT, the direct purchase approach provided HCAA with much lower interest rates than a traditional public bond sale while minimizing costs of issuance. In fact, BofAML's low fixed interest rates and overall costs resulted in a TIC of 1.24% and generated over \$3.2 million of NPV savings for HCAA (7.1% of the refunded bonds) -- levels much greater than what could have been realized through a public sale.


Orange County Transportation Authority, California

\$900,000,000 Lines of Credit, Series 2019 and 2021

 Orange County Transportation Authority (OCTA) is working with Caltrans on a \$1.9 billion I-405 Managed Lanes Project to add regular and express lanes along one of the most congested highway corridors in the Nation. The Project will be funded through OCTA sales tax bonds (issuances planned for 2019 and 2021), pay-go capital and a \$628 million Federal Highway Administration (FHWA) Transportation Infrastructure Finance & Innovation Act (TIFIA) Loan (which closed in July 2017). Due to an FHWA policy change, it required that governmental agency TIFIA loan recipients demonstrate fully committed funding prior to TIFIA loan funding. To support ongoing TIFIA Loan negotiations, BANA initially offered OCTA a \$750MM M2 Sales Tax-backed Line or LOC in March 2017, and was subsequently selected as sole provider via a competitive RFP in May 2017. BANA's ability to offer the full \$900 million in capacity allowed OCTA to streamline documentation at lower cost in comparison to other offers (which were multi-bank syndicates). BANA structured two Lines of Credit with tenors to match the timing of OCTA's planned M2 Sales Tax bond issuances: \$400 million - 2019 and \$500 million - 2021.

North Carolina Turnpike Authority

\$161,765,000 Triangle Expressway System Appropriation Revenue Refunding Bond, Series 2018

 In July 2017, BofAML and its affiliates provided the North Carolina Turnpike Authority ("NCTA") with a forward delivery direct purchase bank loan to refund a portion of the Authority's outstanding Triangle Expressway System State Annual Appropriation Revenue Bonds, Series 2009B. Although eligible for an advance refunding, the 2009B Bonds were issued as Build America Bonds, and thus were challenged by reissuance concerns that might eliminate the federal interest subsidy between closing and the call date. For a variety of statutory, trust agreement, and State Auditor treatment reasons, NCTA's bond counsel did not believe a Crossover Refunding was available for the Authority either. Thus, the forward refunding provided by BofAML allowed NCTA to lock-in interest rates and savings to refund its Build America Bonds nearly a year and a half months ahead of the call date.

Section 3

Litigation

Litigation

Statement of Disclosure – Litigation

Bank of America, N.A. ("BANA") is an indirect, wholly-owned subsidiary of Bank of America Corporation (the "Corporation"), which is a large and diversified, publicly-traded institution. The Corporation and its subsidiaries including BANA, is a global franchise, serving customers and clients around the world with operations in all 50 U.S. states, the District of Columbia, and more than 40 foreign countries. Accordingly, it is not reasonably practical for BANA to perform full due diligence across the full panoply of employees globally, extending back five years. However, BANA is routinely involved in investigations, regulatory matters, audits and litigation in various state and federal courts. BANA makes all disclosures required by its regulators, including all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the "Reports"), all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. These Reports can be provided upon request or can be accessed at the following website: <http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-irhome>.

BANA has been the subject of certain formal enforcement actions by the Office of the Comptroller of the Currency (the "OCC"). Information regarding these formal enforcement actions may be found on the Legal and Regulatory: Enforcement Actions page on the OCC's website at: <http://apps.occ.gov/EnforcementActions/>.

BANA cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

BANA's indirect parent, the Corporation, also makes all required disclosures in its Form 10-K as filed with the SEC and its Annual Report as posted on its website at <http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>.

Appendix A

Markup of Existing Continuing Covenant Agreement (CCA)

~~AMENDED AND RESTATED~~ CONTINUING COVENANTS AGREEMENT

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

and

~~WELLS FARGO BANK, NATIONAL ASSOCIATION~~

BANK OF AMERICA, N.A.

Dated as of ~~September 17, 2015~~ , 2018

Relating To

\$149,760,000

Variable Rate Refunding Revenue Bonds, Subseries 2008B-3

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AMENDED AND RESTATED
CONTINUING COVENANTS AGREEMENT

THIS ~~AMENDED AND RESTATED~~ CONTINUING COVENANTS AGREEMENT, dated as of September 17, 2015, is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, formerly known as Orlando Orange County Expressway Authority, a body politic and agency of the State of Florida (the "Authority"), and ~~WELLS FARGO BANK, NATIONAL ASSOCIATION~~ BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States ~~with its principal offices located in Charlotte, North Carolina~~ (the "Bank").

WITNESSETH:

WHEREAS, the Authority adopted an Amended and Restated Master Bond Resolution on February 3, 2003, as amended and supplemented, particularly as supplemented by a [Ninth] Supplemental Revenue Bond Resolution adopted on [March 26, 2008] (the "Ninth Supplemental Resolution"), as amended and supplemented, together with the Master Bond Resolution as so amended and supplemented, and as it hereafter may be supplemented, and amended in compliance herewith, the "Master Bond Resolution," which authorized the issuance and sale of Variable Rate Refunding Revenue Bonds, Subseries 2008B-3, in the original aggregate principal amount of \$149,760,000 (the "Subseries 2008B-3 Bonds"); and

WHEREAS, the proceeds from the sale of the Subseries 2008B-3 Bonds were used by the Authority for the purpose of re-financing of capital facilities of the Authority and referred to in the Master Bond Resolution as the Subseries 2008B-3 Project (the "Subseries 2008B-3 Project");

~~**WHEREAS**, the Bank has previously purchased the Subseries 2008B-3 Bonds pursuant to that certain Continuing Covenants Agreement dated as of July 12, 2011, as amended (the "Original Agreement"), and the Bank has agreed to extend the Initial Period and as a condition to such extension, the Bank has required the Authority to amend and restate the Original Agreement in its entirety in the form of this Agreement, and this Agreement shall supercede, amend, and restate the Original Agreement, upon the terms and conditions set forth in this Agreement; and~~

WHEREAS, in order to set forth the terms and conditions upon which the Bank will ~~hold~~ purchase the Subseries 2008B-3 Bonds, the Authority now desires to enter into this Agreement to set forth certain representations, warranties, covenants and agreements regarding the Authority.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. In addition to the words and terms defined above, the following terms when used herein shall have the following respective meanings:

“Affiliate” means any person, corporation, association or other business entity which directly or indirectly controls, or is controlled by, or is under common control with the Authority.

“Agreement” means this ~~Amended and Restated~~ Continuing Covenants Agreement, as the same may be amended, modified, supplemented or restated from time to time.

“Anti-Terrorism Laws” has the meaning assigned to such term in Section 5.15 of this Agreement.

“Authority” shall have the meaning set forth in the recitals hereto.

“Authority Documents” means this Agreement, the Master Bond Resolution, including the Ninth Supplemental Resolution and any other document or instruments to which the Authority is a party relating to this Agreement or the issuance of the Subseries 2008B-3 Bonds.

“Authority Representative” means any person authorized from time to time in writing by the Authority, or its successors and assigns, to perform a designated act or execute a designated document.

“Bank Affiliate” means a corporation, partnership, association, joint venture, business trust or similar entity organized under the Laws of any state that directly, or indirectly through one (1) or more intermediaries, controls or is controlled by, or is under common control with, the Bank, and includes, without limitation, Wells Fargo Securities (a trade name).

“Bank Agreement” means any credit agreement, loan agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder’s agreement), bond purchase agreement, swap contract or other agreement or instrument under which, directly or indirectly, any Person or Persons undertake to loan, make or provide funds to make payment of, or to purchase, hedge or provide credit enhancement for any System Pledged Revenues Indebtedness, including, without limitation, the TIFIA Loan Agreement.

“Bank Documents” means this Agreement, Subseries 2008B-3 Bonds and the Authority Documents.

“Bank Participant” means any person to whom the Bank has participated its rights under this Agreement and the Subseries 2008B-3 Bonds or to whom the Bank or any Bank has sold a participation in rights under this Agreement and the Subseries 2008B-3 Bonds.

"Bank Purchase Date" means (i) with respect to the Initial Period, ~~September 2, 2019~~ , and (ii) with respect to any Renewal Period, the last Business Day of such Renewal Period. Such date shall constitute a "Purchase Date" under the Resolution.

"Bank Rate" has the meaning ascribed to such term in Section 2.2(a)(ii) hereof. In no event shall the Bank Rate exceed the Maximum Rate.

"Bankruptcy Code" means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

"Base Rate" means, for any day, a rate of interest per annum equal to the highest of (i) the Prime Rate for such day plus two and one-half percent (2.5%) per annum, (ii) the sum of the Federal Funds Rate for such day plus three percent (3%) per annum, or (iii) eight percent (8%) per annum. Each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate or Federal Funds Rate, as the case may be.

"Business Day" means a day other than (a) a Saturday, Sunday or day on which banks in the State of New York or banks located in any of the cities in which the principal office of the Trustee, the Remarketing Agent, and the Bank is located are required or authorized by law or executive order to close for business, and (b) a day on which DTC or The New York Stock Exchange is closed.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, ~~including, without limitation, Risk-Based Capital Guidelines~~ rule, regulation or treaty, (b) any change in any Law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ~~ruling~~, guideline, ~~regulation~~ or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ~~rulings~~, guidelines, ~~regulations~~ or directives thereunder or issued in connection therewith and (ii) all requests, rules, ~~rulings~~, guidelines, ~~regulations~~ or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Closing Date" means the date of execution and delivery of this Agreement, being ~~September 17, 2015~~ , subject to the satisfaction or waiver of the conditions to closing set forth in Article IV hereof.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor federal tax code. Any reference to any provision of the Code shall also include the income tax regulations promulgated thereunder, whether final, temporary or proposed.

"Contract" means any indenture, contract, agreement (other than this Agreement), under which the Bank and Bank Affiliate extends credit to or makes loans to the Authority. "Contract"

shall not include an interest rate swap or exchange agreement, currency swap agreement, forward payment conversion agreement or futures contract or similar agreement used, or intended to be used, to manage or reduce the cost of indebtedness, to convert any element of indebtedness from one form to another, to maximize or increase investment return, to minimize investment return risk or to protect against any type of financial risk or uncertainty with respect to its indebtedness or investments.

“Default” means any event that, with the passage of time or giving of notice, or both, would constitute an Event of Default.

“Default Rate” means a fluctuating per annum interest rate equal to the Extension Rate plus four percent (4%) per annum. In no event shall the Default Rate exceed the Maximum Rate.

“Designated Jurisdiction” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when any holder of the Subseries 2008B-3 Bonds notifies the Authority that it has received a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Authority of such notification, the Authority shall deliver to the holders of the Subseries 2008B-3 Bonds a ruling or determination letter issued to or on behalf of the Authority by the Commissioner or any District Director of the Internal Revenue Service (or any governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Authority shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or substantially similar function from time to time) that, based upon filings of the Authority, or upon any review or audit of the Authority or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the Authority shall receive notice from any holder of the Subseries 2008B-3 Bonds that the Internal Revenue Service (or any other government agency exercising the same or substantially similar function from time to time) has

assessed as includable in the gross income of such holders the interest on the Subseries 2008B-3 Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the Authority has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the holder of the Subseries 2008B-3 Bonds, the Authority shall promptly reimburse such holder for any payments, including any taxes, interest, penalties or other charges, such holder shall be obligated to make as a result of the Determination of Taxability.

“Environmental Law” means any federal, state or local law, statute, ordinance, rule, regulation, permit, license, approval, interpretation, order, guidance or other legal requirement (including without limitation any subsequent enactment, amendment or modification) relating to the protection of human health or the environment, including, but not limited to, any requirement pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of materials that are or may constitute a threat to human health or the environment.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute of similar impact and all rules and regulations from time to time promulgated thereunder.

“Excluded Taxes” means, with respect to the Bank or any Bank Participant, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Bank or such Bank Participant is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Authority is located.

“Extension Rate” means a fluctuating interest rate per annum which, for each day, shall equal (i) for the period from and including the Bank Purchase Date to but not including the sixtieth day following the Bank Purchase Date, the Base Rate from time to time in effect; (ii) for the period from and including the sixtieth day following the Bank Purchase Date to but not including the one hundred twentieth day following the Bank Purchase Date, the Base Rate from time to time in effect plus one percent (1.00%); (iii) for the period from and including the one hundred twentieth day following the Bank Purchase Date to but not including the one hundred eightieth day following the Bank Purchase Date, the Base Rate from time to time in effect plus two percent (2.00%); and (iv) for the period from and after the one hundred eightieth day following the Bank Purchase Date, the Base Rate from time to time in effect plus four percent (4.00%); *provided* that if an Event of Default has occurred and is continuing, the Extension Rate shall equal the Default Rate; *provided, further*, that at no time shall the Bonds bear interest in excess of the Maximum Rate.

“Event of Default” means any of the events specified in Section 8.1 hereof.

“Event of Taxability” means a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Subseries 2008B-3 Bonds) which has the effect of causing interest paid or payable on the Subseries 2008B-3 Bonds to become includable, in whole or in part, in the gross income of any holder thereof for federal income tax purposes.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight ~~Federal~~federal funds transactions with members of the Federal Reserve System arranged by ~~Federal~~federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided that:* (a) if such day is not a Business Day, ~~then~~ the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day;^{1/2} and (b) if no such rate is so published on such next succeeding Business Day, ~~then~~ the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of ~~one-hundredth~~1/100 of ~~one-percent~~1%) charged to ~~the Bank of America, N.A.~~ on such day on such transactions as determined by ~~the Bank of America, N.A.~~

“Financial Statements” means the annual audited financial statements of the Authority at June 30, ~~2014~~2017 and for the year then ended.

“Fitch” means, Fitch, Inc. d/b/a Fitch Ratings and any successor thereof which is a nationally recognized rating agency.

“Generally Accepted Accounting Principles” means generally accepted accounting principles, as recognized by the American Institute of Certified Public Accountants, consistently applied and maintained on a consistent basis for the Authority and its Affiliates on a combined basis throughout the period indicated and consistent with the financial practice of the Authority and its Affiliates after the date hereof; *provided, however,* that, in the event that changes in Generally Accepted Accounting Principles shall be mandated by the Financial Accounting Standards Board, or any similar accounting body of comparable standing, or shall be recommended by the Authority’s certified public accountants, to the extent that such changes would modify accounting terms used in this Agreement or, the interpretation or computation thereof, such changes shall be followed in defining such accounting terms only from and after the date this Agreement shall have been amended to the extent necessary to reflect any such changes in the financial covenants and other terms and conditions of this Agreement.

“Governmental Authority” means ~~any nation or the~~ government, ~~any state, department, agency or~~ of the United States or any other nation, or of any political subdivision thereof, whether state or any court, tribunal local, and any agency, authority, instrumentality, regulatory body, court, central bank or ~~arbitrator, and any other~~ entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to ~~any government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise)~~ by any of the foregoing government (including, without limitation, the Financial Conduct

Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, for any Person, all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations of such Person to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor of another Person against loss.

“Indebtedness” means for any Person (without duplication) (i) all indebtedness created, assumed or incurred in any manner by any Person representing money borrowed (including by the issuance of debt securities), (ii) all obligations for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business), (iii) all obligations secured by any lien upon property of such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, (iv) all obligations, contingent or otherwise, of such Person on or with respect to letters of credit, banker’s acceptances and other evidences of indebtedness representing extensions of credit whether or not representing obligations for borrowed money, (v) all obligations arising under or pursuant to any Qualified Swap Agreement, and (vi) all Guarantees.

“Initial Period” means the period from the Closing Date to and including the Bank Purchase Date.

“Laws” means federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

“Lien” means any interest in property securing an obligation owed to, or claim by, a Person other than the owner of such property, whether such interest arises by virtue of contract, statute or common law, including but not limited to the lien or security interest arising from a mortgage, security agreement, pledge, lease, conditional sale, consignment or bailment for security purposes or from attachment, judgment or execution. For the purpose of this Agreement, the Authority shall be deemed to own, subject to a Lien, any proceeds of a sale with recourse of accounts receivable, any asset leased under any “sale and lease back” or similar arrangement and any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, financing lease or other title retention agreement relating to such asset.

“Master Bond Resolution” shall have the meaning set forth in the recitals hereto.

“Material Adverse Effect” or “Material Adverse Change” means a material adverse effect upon, or a material adverse change in, any of (i) the financial condition, operations, business, properties or prospects of the Authority, taken as a whole; (ii) the ability of the Authority to perform under this Agreement or any Authority Document or any other material contract to which the Authority is a party; (iii) the legality, validity or enforceability of this Agreement or any Authority Document; or (iv) the perfection or priority of the Liens of the Bank or the Trustee granted under this Agreement or any Authority Document or the rights and remedies of the Bank

or the Trustee under this Agreement or any Authority Document (other than a change resulting from any act or omission by the Bank).

“Maximum Federal Corporate Tax Rate” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

“Maximum Rate” means the lesser of: (i) the maximum rate of interest which the Bank is legally entitled to charge, contract for or receive under the laws of the State of Florida, or (ii) twelve per cent (12%) per annum.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto which is a nationally recognized rating agency.

“Ninth Supplemental Resolution” means the Ninth Supplemental Revenue Bond Resolution adopted March 26, 2008, as supplemented and amended, including as supplemented and amended by that Second Supplement to Ninth Supplemental Bond Resolution adopted March 30, 2011.

“Obligations” means all amounts payable by the Authority under this Agreement or the Subseries 2008B-3 Bonds, and all other obligations to be performed by the Authority pursuant to the Bank Documents (including any amounts to reimburse the Bank for any advances or expenditures by it under any of such documents).

“Parity Bonds” means senior lien obligations issued under the Master Bond Resolution other than the Subseries 2008B-3 Bonds.

“Permitted Liens” means any of the following Liens on any property or revenues of the Authority which secure the repayment of Obligations, whether now owned or hereafter acquired:

- (i) Liens granted to the Bank;
- (ii) Liens created by the Master Bond Resolution;
- (iii) Liens for taxes and assessments not delinquent or which are being contested in good faith by appropriate proceedings and against which adequate reserves have been provided for on the books of the Authority;
- (iv) Liens in respect of pledges or deposits under worker’s compensation laws, unemployment insurance or similar legislation and in respect of pledges or deposits to secure bids, tenders, contracts (other than contracts for the payment of money), leases or statutory obligations, or in connection with surety, appeal and similar bonds incidental to the conduct of litigation;

(v) Liens and security interests on the System Pledged Revenues to secure all Bonds and Qualified Swap Agreements permitted by the Master Bond Resolution;

(vi) Liens and security interests on the System Pledged Revenue to secure obligations of the Authority hereunder or to any provider of a letter of credit issued to provide liquidity and/or credit enhancement for any series of bonds issued under the Master Bond Resolution, *provided* such liens and security interests are not senior to any lien or security interest given to the secure the Obligations;

(vii) Liens on the System Pledged Revenues which are and are expressly stated to be subordinate in all respects to the lien and security interest given to secure the Obligations and the Bonds;

(viii) Liens and security interests presently existing which secure State Infrastructure Bank Loans;

(ix) Liens and security interests given to secure obligations under the Lease Purchase Agreement; and

(x) Liens and security interests on revenues derived from Non-System Projects.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Plan” means, at any time, an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is either (i) maintained by the Authority or an Affiliate for employees of the Authority or an Affiliate, or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which the Authority or an Affiliate is then making or accruing an obligation to make contributions or has within the preceding six plan years made contributions.

“Prime Rate” means on any day, the rate of interest ~~per annum then most recently established by the Bank as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Bank may make various business or other loans at rates of interest having no relationship to such rate. If the Bank ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.~~ in effect for such day as publicly announced from time to time by Bank of America, N.A. as its “prime rate.” The “prime rate” is a rate set by Bank of America, N.A. based upon various factors including Bank of America, N.A.’s costs and desired

return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America, N.A. shall take effect at the opening of business on the day specified in the public announcement of such change.

“Rating Agency” means Fitch, Moody’s, Standard & Poor’s and any other national rating service acceptable to the Bank and the Authority that has a rating of Bonds issued under the Master Bond Resolution in effect at that time.

“Renewal Period” means the period, if any, from and including the day succeeding the last Business Day of the Initial Period or the prior Renewal Period, as applicable, to but excluding the next succeeding Bank Purchase Date, as determined pursuant to Section 4.07A of the Ninth Supplemental Resolution or Section 2.2(f) hereof.

“Rights of Acceleration” has the meaning set forth in Section 6.14(a) hereof.

~~“Risk-Based Capital Guidelines” means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.~~ Sanction(s)” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“Spread” has the meaning set forth in Section 2.2(a)(iii) hereof.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto which is a nationally recognized rating agency.

“System Pledged Revenues” has the meaning set forth in the Master Bond Resolution.

“System Pledged Revenues Indebtedness” means any Indebtedness of the Authority secured by or payable from System Pledged Revenues.

“Taxable Date” means the date as of which interest on the Subseries 2008B-3 Bonds is first includible in gross income of any holder of Subseries 2008B-3 Bonds (including, without limitation, any previous holder of such bonds) as a result of an Event of Taxability as such a date is established pursuant to either (i) a Determination of Taxability or (ii) an opinion of Bond Counsel.

“Taxable Period” has the meaning ascribed to such term in Section 2.4(c) hereof.

“Taxable Rate” means, ~~with respect to~~ for each day during a Taxable Period, the product of (i) the ~~Bank Rate during~~ interest rate on the Bonds for such period and (ii) ~~1.54. In no event shall the Taxable Rate exceed the Maximum Rate~~ the applicable Taxable Rate Factor.

“Taxable Rate Factor” means, for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

“TIFIA Lender” means the United States Department of Transportation, acting by and through the Federal Highway Administrator.

“TIFIA Loan Agreement” means that certain TIFIA Loan Agreement dated as of March 25, 2015, between the Authority and the TIFIA Lender, as the same may be amended, modified, supplemented or restated.

“Trustee” means Wells Fargo Bank, National Association, in its capacity as trustee under the Master Bond Resolution.

Section 1.2 Accounting Terms. Any accounting terms used in this Agreement that are not specifically defined shall have the meanings customarily given them in accordance with Generally Accepted Accounting Principles.

Section 1.3 Singular/Plural. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.

Section 1.4 Other Terms. All other terms contained in this Agreement shall, when the context so indicates, have the meanings provided for by the Uniform Commercial Code of the State of Florida to the extent the same are used or defined therein.

Section 1.5 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.6 Certain Definitions Incorporated. Capitalized terms used herein without definition shall have the means ascribed to such terms in the Master Bond Resolution.

Section 1.7 Relation to Other Documents; Acknowledgement of Different Provisions of Bank Documents; Incorporation by Reference. (a) Nothing in this Agreement shall be deemed to amend, or relieve the Authority of its obligations under, any Authority Document to which it is a party. Conversely, to the extent that the provisions of any Authority Document allow the Authority to take certain actions, or not to take certain actions, with regard for example to Permitted Liens, incurrence of debt, transfers of assets, maintenance of financial ratios and similar matters, the Authority nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.7, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific sections of any Authority Document shall be deemed to incorporate such sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement, notwithstanding the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

ARTICLE II

PURCHASE OF THE CERTIFICATES; AUTHORITY'S OBLIGATIONS

Section ~~2.1 — Extension of Initial Period. Subject to~~ 2.1. Purchase of Bonds.

(a) Purchase Price. Upon the satisfaction of the conditions set forth in Article IV hereof; the Bank agrees, upon the terms and conditions and in reliance and based on the representations, warranties and agreements set forth herein and in the Bank Documents on the Closing Date, to extend the Initial Period and to continue to hold the Subseries 2008B-3 Bonds to the end of such period; covenants of the Authority set forth herein, the Bank hereby agrees to purchase from the Trustee, and the Issuer hereby agrees to cause the Trustee to sell to the Purchaser, all, but not less than all, of the Bonds at par in an aggregate principal amount equal to \$[Par Amount] (the "Purchase Price").

(b) Closing. On the Effective Date, the Authority shall deliver to the Bank the documents described in Article IV hereof. Upon delivery of such documents and the satisfaction or waiver by the Bank of the conditions precedent set forth in Article IV hereof (or waiver thereof by the Bank), the Bank will pay the full Purchase Price for the Bonds in immediately available federal funds payable to the Trustee on behalf of the Issuer. One fully registered Bond, in the aggregate principal amount equal to the Purchase Price, shall be issued to and registered in the name of the Bank, or as otherwise directed by the Bank.

Section 2.2 Terms of the Subseries 2008B-3 Bonds. The Subseries 2008B-3 Bonds shall bear interest, mature, be subject to mandatory purchase on the Bank Purchase Date and otherwise have the terms set forth in the Ninth Supplemental Resolution and described below.

(a) *Initial Period.* During the Initial Period:

(i) The Subseries 2008B-3 Bonds shall bear interest at the Bank Rate payable monthly on the first Business Day of each month.

(ii) "Bank Rate" means as of any date, a per annum rate of interest equal to the sum of the Spread plus the SIFMA Index on such date¹; *provided, however*, such rate: (i) shall be adjusted upon a Determination of Taxability, to equal the Taxable Rate, (ii) shall be adjusted upon the occurrence and during the continuation of a Default or Event of Default to equal the Default Rate, and (iii) shall be adjusted to the Extension Rate on and after the Bank Purchase Date subject to Sections 2.2(c) and 2.2(d) hereof.

(iii) The Spread is initially _____. The Spread is subject to the maintenance of the current ratings assigned to Parity Bonds. The Spread will be increased upon a change in rating in accordance with the following table:

In the event of a split rating, the lowest rating will prevail. If any ratings are withdrawn or suspended, the Spread shall automatically increase by one hundred basis points above the Spread applicable if Parity Bonds were rated "BBB-/Baa3/BBB-." In the event any Parity Bonds of the Authority were, at the time of their issuance, assigned ratings from at least two Rating Agencies, the absence of a third rating with respect to such Parity Bonds shall not at any time be treated as being withdrawn or suspended for purposes of determining the Spread, so long as the Authority has Parity Bonds outstanding rated by at least two of the three Rating Agencies. All of the foregoing rate increases shall be cumulative, *provided, however*, that all rate increases shall be subject to the Maximum Rate.

(iv) "SIFMA Index" means, for any Computation Date, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. If the SIFMA Index is no longer published, then "SIFMA Index" shall mean the S&P Weekly High Grade Index. If the S&P Weekly High Grade Index is no longer published, then "SIFMA Index" shall mean the prevailing rate determined in good faith by the Bank for tax-exempt state and local government bonds meeting criteria determined in good faith by the Bank to be comparable under the circumstances to the criteria used by the Securities Industry and Financial Markets Association to determine the SIFMA Index immediately prior to the date on which the Securities and Financial Markets Association ceased publication of the SIFMA Index.

¹ See Term Sheet.

(v) For the period commencing with ~~September 17, 2015~~ _____, _____ to the next succeeding Computation Date, the interest shall be determined at a Bank Rate established by the Bank prior to ~~September 17, 2015~~ _____, _____ and thereafter such Bank Rate shall be established on each Computation Date and shall become effective on the immediately following Thursday of such calendar week. The Bank Rate for the Initial Period from ~~September 17, 2015~~ _____, _____ through and including ~~September 23, 2015~~ _____, _____ shall be based on the SIFMA Index in effect on ~~September 16, 2015~~ _____, _____. "Computation Date" means Wednesday of each week (or the immediately succeeding Business Day if such Wednesday is not a Business Day).

(b) *Mandatory Amortization Installment Schedule.* The Subseries 2008B-3 Bonds shall mature on and be subject to mandatory redemption pursuant to the mandatory amortization installment schedule approved by an Authorized Officer of the Authority prior to the issuance of the Series 2008B-3 Bonds, as follows:

<u>Maturity Date</u>	<u>Principal</u>	<u>Maturity Date</u>	<u>Principal</u>
7/1/2016 _____	\$240,000 _____	7/1/2028	\$17,650,000
7/1/2017 _____	140,000 _____	7/1/2029	6,000,000
7/1/2018	270,000	7/1/2030	6,310,000
7/1/2019	300,000	7/1/2031	6,640,000
7/1/2020	370,000	7/1/2032	6,990,000
7/1/2021	420,000	7/1/2033	7,350,000
7/1/2022	460,000	7/1/2034	7,735,000
7/1/2023	500,000	7/1/2035	8,145,000
7/1/2024	525,000	7/1/2036	8,570,000
7/1/2025	360,000	7/1/2037	9,015,000
7/1/2026	15,325,000	7/1/2038	9,490,000
7/1/2027	16,150,000	7/1/2039	9,980,000
		7/1/2040	<u>10,505,000</u>
		Total	<u>\$149,440,000</u>

(c) The Subseries 2008B-3 Bonds shall be subject to mandatory purchase at the end of the Initial Period on the Bank Purchase Date for such Initial Period, *provided* that the failure of the Authority to pay to the Bank the outstanding principal amount of the Subseries 2008B-3 Bonds on the Bank Purchase Date shall not constitute an Event of Default hereunder so long as no other Event of Default has occurred and is continuing; *provided, further*, that the Authority shall use its best efforts to convert or redeem the Subseries 2008B-3 Bonds in the event the outstanding principal amount of the Subseries 2008B-3 Bonds is not repaid to the Bank on the Bank Purchase Date.

(d) Subseries 2008B-3 Bonds not purchased on the Bank Purchase Date shall thereafter bear interest at the Extension Rate until repurchased from the Bank or mandatorily redeemed on the earlier of: (i) the date on which the Subseries 2008B-3 Bonds mature or are redeemed, repaid, prepaid or canceled pursuant to the terms of the Bank Documents; and (ii) the date on which the Subseries 2008B-3 Bonds are remarketed. Subseries 2008B-3 Bonds not purchased on the Bank Purchase Date for the Initial Period may be redeemed or repurchased by the Authority on any date at the option of the Authority, without premium or penalty.

(e) [Reserved].

(f) *Renewal Periods.* On or before the date 180 days prior to the end of the Initial Period or any successive Renewal Period, as applicable, the Authority may provide notice of its desire to set a new Bank Rate Period or to change interest rate modes thereafter. The Bank will, not more than 60 days after such notification, notify the Authority in writing whether or not the Bank agrees to either purchase the Subseries 2008B-3 Bonds for the Renewal Period or provide liquidity or credit enhancement necessary to facilitate the conversion of the Subseries 2008B-3 Bonds to another Interest Rate Period and the terms under which the Bank will purchase the Subseries 2008B-3 Bonds or provide such liquidity or credit enhancement. If the Bank fails to notify the Authority of its decision within such 60-day period, the Bank shall be deemed to have determined not to purchase the Subseries 2008B-3 Bonds for a successive Renewal Period or provide such liquidity or credit enhancement.

Section 2.3 Payment Obligations. (a) Subject to Section 3.1 hereof, the Authority hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Bank under the Bank Documents and to pay any other obligations owing to the Bank thereunder whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Bank Documents and under such obligations.

(b) Subject to Section 3.1 hereof, the Authority shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all reasonable costs and expenses of the Bank in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Bank Documents and such other documents which may be delivered in connection therewith;

(ii) a fee for each amendment of any Bank Document, consent by the Bank or waiver by the Bank under any Bank Document, in each case, in a minimum amount of _____;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Bank in connection with advising the Bank as to its rights and responsibilities under this Agreement and the other Authority Documents or

Bank Documents or in connection with responding to requests from the Authority for approvals, consents and waivers;

(iv) any amounts advanced by or on behalf of the Bank to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Bond Document or Authority Document, together with interest at the Default Rate; and

(v) upon an Event of Default, all reasonable fees, costs and expenses of any consultants providing services to the Bank in accordance with this Agreement.

Section 2.4 Increased Costs; Determination of Taxability.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Bank or any Bank Participant;

(ii) subject the Bank or any Bank Participant to any Taxes of any kind whatsoever with respect to this Agreement or the Subseries 2008B-3 Bond, or change the basis of taxation of payments to the Bank or any Bank Participant in respect thereof (except for any change in the rate of any Excluded Tax payable by the Bank or such Bank Participant); or

(iii) impose on the Bank or any Bank Participant any other condition, cost or expense affecting this Agreement or the Subseries 2008B-3 Bonds;

and the result of any of the foregoing shall be to increase the cost to the Bank or any Bank Participant of owning the Subseries 2008B-3 Bonds, or to reduce the amount of any sum received or receivable by the Bank or such Bank Participant hereunder or under the Subseries 2008B-3 Bonds (whether of principal, interest or any other amount) then, upon written request of the Bank or such Bank Participant as set forth in subsection (c) below, the Authority shall promptly pay to the Bank or such Bank Participant, as the case may be, such additional amount or amounts as will compensate the Bank or such Bank Participant, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Bank or any Bank Participant determines that any Change in Law affecting the Bank or such Bank Participant or the Bank's or such Bank Participant's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on the Bank's or such Bank Participant's capital or the capital of the Bank's or such Bank Participant's parent or holding company holding, if any, as a consequence of this Agreement, or ownership of the Subseries 2008B-3 Bonds, to a level below that which the Bank or any Bank Participant's or the Bank's or such Bank Participant's parent or holding company could have achieved but for such Change in Law (taking into consideration the Bank's or such Bank Participant's policies and the policies of the Bank's or such Bank

Participant's parent or holding company with respect to capital adequacy), then from time to time upon written request of the Bank or such Bank Participant as set forth in subsection (c) below, the Authority shall promptly pay to the Bank or such Bank Participant, as the case may be, such additional amount or amounts as will compensate the Bank or such Bank Participant or the Bank's or such Bank Participant's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank or any Bank Participant setting forth the amount or amounts necessary to compensate the Bank or such Bank Participant or the Bank's or such Bank Participant's parent or holding company, as the case may be, as specified in subsection (a) or (b) above and delivered to the Authority, shall be conclusive absent manifest error. The Authority shall pay the Bank or such Bank Participant, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) To the extent applicable, demand for compensation under Section 2.4(a), (b) or (c) shall be subject to the following conditions: (i) the Bank is demanding compensation under similar facilities to the transactions contemplated by this Agreement, *provided, however*, that if the basis for such demand is specific to the State and/or its Laws, then this provision shall apply only to similar facilities within the State, if any; and (ii) such demand shall not be caused by or related to any downgrade of any debt rating of the Bank or other financial deterioration of the Bank, including, without limitation, higher funding costs or greater reserve requirements applicable to the Bank as a result of such deterioration.

(e) *Determination of Taxability.* (i) In the event a Determination of Taxability occurs, to the extent not payable to each holder of Subseries 2008B-3 Bonds (or to the Bank for the period that it was the holder of any of the Subseries 2008B-3 Bonds) under the terms of the Resolution and the Subseries 2008B-3 Bonds, the Authority hereby agrees to pay to each holder thereof (or, if applicable, the Bank) on demand therefor (1) an amount equal to the positive difference, if any, between (A) the amount of interest that would have been paid to such holder (or, if applicable, the Bank) on the Subseries 2008B-3 Bonds during the period for which interest on the Subseries 2008B-3 Bonds is includable in the gross income of such holder thereof (or, if applicable, the Bank) if the Subseries 2008B-3 Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "Taxable Period"), and (B) the amount of interest actually paid to such holder thereof (or, if applicable, the Bank) during the Taxable Period, *plus* (2) an amount equal to any interest, penalties or charges owed by such holder thereof (or, if applicable, the Bank) as a result of interest on the Subseries 2008B-3 Bonds becoming includable in the gross income of such holder thereof (or, if applicable, the Bank), together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by such holder thereof (or, if applicable, the Bank) in connection therewith;

(ii) Subject to the provisions of clauses (iii) and (iv) below, such holder of Subseries 2008B-3 Bonds (or, if applicable, the Bank) shall afford the Authority the opportunity, at the Authority's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on the Subseries 2008B-3 Bonds to be includable in the gross income of such holder thereof (or, if applicable, the Bank) or (2) any challenge to the validity of the tax exemption with respect to the interest on the Subseries 2008B-3 Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals);

(iii) As a condition precedent to the exercise by the Authority of its right to contest set forth in clause (ii) above the Authority shall, on demand, immediately reimburse such holder of Subseries 2008B-3 Bonds for any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by such holder thereof (or, if applicable, the Bank) in its sole discretion) that may be incurred by the Bank in connection with any such contest, and shall, on demand, immediately reimburse the Bank for any and all penalties or other charges payable by such holder of Subseries 2008B-3 Bonds (or, if applicable, the Bank) for failure to include such interest in its gross income; and

(iv) The obligations of the Authority under this Section 2.4(c) are payable solely from the System Pledged Revenues subject to the terms and provisions of the Resolution and shall survive the termination of this Agreement, the termination of any of the Authority Documents, and the re-purchase, redemption or other payment in full of the Subseries 2008B-3 Bonds.

Section 2.5 Form and Place of Payments; Computation of Interest. All payments by the Authority to the Bank hereunder shall be made in lawful currency of the United States and in immediately available funds by check payable to the Bank and delivered to _____ (or as otherwise specified by the Bank in writing) or by wire to:

Whenever any payment hereunder shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time at the specified rate. All interest hereunder shall be computed on the basis of the actual number of days elapsed over a 365- or 366-day year and shall include the first day but exclude the last day of the relevant period.

Section 2.6 Form of Subseries 2008B-3 Bonds. The Subseries 2008B-3 Bonds are certificated registered bonds, registered in the name of the Bank. As of the Closing Date, the Subseries 2008B-3 Bonds have been assigned a unique CUSIP number.

ARTICLE III

SECURITY; OBLIGATIONS ABSOLUTE

Section 3.1 Security. As security for the full and timely payment and performance by the Authority of its ~~obligations~~Obligations hereunder, the Authority has previously adopted the Master Bond Resolution, granting to the Bank and the Trustee, for the benefit of the Bank, a pledge of and security interest in the System Pledged Revenues, subject only to Permitted Liens.

Section 3.2 Master Bond Resolution a Contract. Pursuant to Section 1.5 of the Master Bond Resolution, the provisions thereof constitute a contract between the Authority and the owner or owners of the Subseries 2008B-3 Bonds and the Bank, and any such owner or owners, the Bank

may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Authority thereunder and hereunder as a result of issuing the Subseries 2008B-3 Bonds and entering into this Agreement.

Section 3.3 Obligations Absolute, Unconditional and Irrevocable. The payment obligations of the Authority under this Agreement and the Bank Documents shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms hereof and thereof, under all circumstances whatsoever, irrespective of any of the following circumstances:

(a) any lack of validity or enforceability of this Agreement, the Subseries 2008B-3 Bonds or any of the other Bank Documents;

(b) any amendment or waiver of or any consent to departure from this Agreement, the Subseries 2008B-3 Bonds or all or any of the other Bank Documents (except to the extent such amendment or waiver expressly relieves the Authority of an obligation under this Agreement or the other Bank Documents);

(c) the existence of any claim, setoff, defense or other rights which the Authority or any other Person may have at any time against the Trustee, the Bank, or any other Person, whether in connection with this Agreement, the Subseries 2008B-3 Bonds or any of the other Authority Documents or any unrelated transaction;

(d) any other circumstance or happening whatsoever whether or not similar to any of the foregoing.

Nothing contained herein shall act as a waiver of any rights, defenses or claims the Authority may have against the Bank or any other party listed in Section 3.3(c) above.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF THE SUBSERIES 2008B-3 BONDS

Section 4.1 Documentary Requirements. The obligation of the Bank to purchase the Subseries 2008B-3 Bonds is subject to the conditions precedent that the Bank shall have received, on or before the Closing Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Bank: However, should the Bank purchase the Subseries 2008B-3 Bonds prior to its receipt and approval of any of the following items, such purchase shall not be deemed to be a waiver of any documentary requirement:

(a) the duly executed original counterpart of this Agreement and an executed original or certified copy of each of the other Bank Documents;

(b) opinions dated the date hereof addressed to the Bank from counsel to the Authority;

(c) an opinion of bond counsel to the Authority to the effect that the entering into and performance of this Agreement and the Ninth Supplemental Resolution will not have an adverse effect on the exclusion of interest on the Subseries 2008-3 Bonds from gross income of the holders;

(d) certificates of the Authority relating to (A) the resolutions of the Authority authorizing the execution, delivery and performance of the Authority Documents, (B) incumbency and specimen signatures of officers, and (C) such other matters as the Bank may reasonably require;

(e) a certificate, dated the Closing Date, signed by authorized officers of the Authority, certifying that there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending, or, to the best knowledge of the Authority, threatened against or affecting the Authority wherein an unfavorable decision, ruling or finding would have a Material Adverse Effect or would adversely affect (A) the transactions contemplated by, or the validity or enforceability of, this Agreement or any of the Authority Documents or (B) the tax-exempt status of the interest portion of the Subseries 2008B-3 Bonds;

(f) certificate signed by the Chairman or chief financial officer of the Authority, dated the Closing Date, stating that (A) the representations and warranties contained in this Agreement, the Ninth Supplemental Resolution and the Master Bond Resolution are correct on and as of the date of issuance of the Subseries 2008B-3 Bonds as though made on and as of such date, (B) that the Authority is not in violation of any of the covenants contained in this Agreement as of the Closing Date, (C) no Default or Event of Default has occurred and is continuing or would result from the sale and delivery of the Subseries 2008B-3 Bonds in Bank Rate Mode, and (D) the Authority has complied or is presently in compliance with all agreements and satisfied all conditions on its part to be observed or satisfied under the Authority Documents at or prior to the Closing Date;

(g) certified copies of all approvals, authorizations, or consents of, or notices to or registrations with, any Governmental Authority required to be obtained, given or effected by the Authority with respect to the Subseries 2008B-3 Bonds or any of the Authority Documents; and

(h) such other documents, instruments, opinions, certificates, approvals or consents as the Bank may reasonably request.

Section 4.2 Additional Conditions Precedent. On or prior to the Closing Date, the Authority shall have paid to the Bank, or shall otherwise have provided for payment in a manner satisfactory to the Bank, the reasonable fees and expenses of counsel to the Bank incurred in connection with the transaction contemplated by the Commitment Letter, as amended by Addendum I thereto, dated March 16, 2015 in an amount not to exceed _____.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Authority represents and warrants to the Bank as of the date of this Agreement as follows:

Section 5.1 Organization and Existence. The Authority is a body politic and an agency of the State of Florida validly existing under the laws of the State of Florida with all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement, the Master Bond Resolution, and the other Authority Documents to which it is a party and to issue, execute and deliver the Subseries 2008B-3 Bonds.

Section 5.2 Power and Authority. The execution, delivery and performance by the Authority of this Agreement, the Master Bond Resolution, and the other Authority Documents and the issuance, execution and delivery of the Subseries 2008B-3 Bonds have been duly authorized by all necessary action of the governing body of the Authority, and all action on its part required for the lawful execution, delivery and performance thereof has been duly taken; and the Authority Documents are the valid and binding obligations of the Authority enforceable against the Authority in accordance with their terms.

Section 5.3 Compliance with Laws and Contracts. Neither the execution and delivery by the Authority of this Agreement and the other Authority Documents to which the Authority is a party, nor the consummation of the transactions herein and therein contemplated, nor compliance with the provisions hereof or thereof will violate any constitutional provision or any law, rule, regulation, order, writ, judgment, injunction, decree or award of any court or Governmental Authority, arbitration, agency or other instrumentality applicable to the Authority binding on the Authority, the Authority's charter, bylaws or other organizational documents or the provisions of any indenture, instrument or agreement to which the Authority is a party or is subject, or by which it or its property is bound, or conflict with or constitute a default under or result in the creation or imposition of any security interest, lien, charge or encumbrance (other than the lien of the Master Bond Resolution) on any of its assets pursuant to the provisions of any of the foregoing.

Section 5.4 Litigation. There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Authority, threatened against or affecting the Authority wherein an unfavorable decision, ruling or finding ~~would materially adversely affect (i) the transactions contemplated by or the validity of this Agreement or any of the other Authority Documents, (ii) the Authority's capacity or authority to enter into similar agreements, (iii) the status of the Authority as a body politic and an agency of the State of Florida, or (iv) the Authority's property, assets, operations or conditions, financial or otherwise, or its ability to perform its obligations under this Agreement or under the other Bank Documents~~ could reasonably be expected to result in a Material Adverse Effect.

Section 5.5 No Defaults. No Default or Event of Default exists hereunder or under any other Authority Document and the Authority is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or

instrument to which it is a party or by which it may be bound, which default or the results thereof ~~would have a Materially Adversely~~could reasonably be expected to result in a Material Adverse Effect.

Section 5.6 Bonds; Parity of Obligations. The Subseries 2008B-3 Bonds have been duly issued under the Master Bond Resolution and entitled to the benefits thereof. The Authority's obligations under this Agreement are secured by, and are on parity with the Authority's obligations under, the Master Bond Resolution.

Section 5.7 Consents. All consents, licenses, approvals, validations and authorizations of, and registrations, validations or declarations by or with any court or any Governmental Authority required to be obtained in connection with the execution, delivery, performance, validity or enforceability of this Agreement and the other Authority Documents (including the Subseries 2008B-3 Bonds) have been obtained and are in full force and effects.

Section 5.8 Incorporation of Representations and Warranties. The Authority hereby makes to the Bank the same representations and warranties as were made by it in the Master Bond Resolution and the other Authority Documents, which representations and warranties, together with the related definitions of terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety. No amendment to such representations and warranties or definitions, which amendment could have a material adverse effect on the Bank, shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

Section 5.9 No Sovereign Immunity. The Authority is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to the enforcement of its obligations under this Agreement or any Bond Document, *provided, however*, in any proceeding in which the Bank makes a claim or cause of action based on a tort, the Authority may assert the defense of sovereign immunity to the extent set forth in Section 768.28, Florida Statutes.

Section 5.10 ERISA Requirements. The Authority has not incurred any material accumulated funding deficiency within the meaning of ERISA, or incurred any material liability to the Pension Benefit Guaranty Corporation established under ERISA (or any successor thereto under ERISA) in connection with any employee pension benefit plan established or maintained by it or by any Person under common control with it (within the meaning of Section 414(c) of the Internal Revenue Code of 1986, as amended, or of Section 4001(b) of ERISA), or in which its employees are entitled to participate. No Reportable Event (as defined in ERISA) in connection with any such plan has occurred or is continuing.

Section 5.11 Pollution and Environmental Control; Hazardous Substances. The Authority has obtained all permits, licenses and other authorizations which are obtainable to date which are required under, and is in material compliance with, all federal, state, and local laws and regulations relating to pollution, reclamation or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or hazardous or toxic materials or wastes into air, water, or land, or otherwise relating to the manufacture,

processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants or hazardous or toxic substances, materials or wastes in connection with the operations of the System. As used in this subparagraph, "hazardous substances" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*, and the regulations adopted pursuant to such act. The Authority will use its best efforts to obtain when needed all permits, licenses and other authorizations which are not presently obtainable for the acquisition, construction and installation of future portions of the System, and has no reason to believe that all such permits, licenses and other authorizations cannot be obtained.

Section 5.12 Construction and Operation of the System. The construction and operation of the System complies in all respects with presently existing zoning, concurrency, environmental and other land use restrictions affecting the System, including without limitation any restrictive covenants.

Section 5.13 Margin Stock. The Authority is not engaged principally or as one of its important activities in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X of the Board of Governors of the Federal Reserve System). The execution, delivery and performance of this Agreement and the use of the proceeds of the Subseries 2008B-3 Bonds or any extension of credit hereunder do not and will not constitute a violation of said Regulations.

Section 5.14 Investment Company. The Authority is not an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

Section 5.15 Taxes. The Authority is an agency of the State of Florida and is exempt from all federal, state and local income taxes and is also exempt from payment of all property taxes except in connection with real estate owned by it not currently used for tax-exempt purposes. The Authority has paid all taxes or assessments against it and its properties except such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided.

Section 5.16 Legislation. (a) Except to the extent previously disclosed to the Bank in writing on or before the Closing Date, there is no amendment or, to the knowledge of the Authority, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which ~~will materially adversely affect the issuance of any of the Subseries 2008B-3 Bonds, the security for any of the Subseries 2008B-3 Bonds or the Authority's obligations hereunder or under any of the Bank Documents, or the Authority's ability to repay when due its obligations under this Agreement, any of the Subseries 2008B-3 Bonds, or the other Bank Documents~~ could reasonably be expected to result in a Material Adverse Effect.

Section 5.17 Financial Statements; No Material Adverse Change. To the knowledge of the Authority, the Financial Statements contain no material misstatement or omission and fairly present the financial position, assets and liabilities of the Authority for the respective periods then

ended. From and after June 30, ~~2014~~2017 through the Closing Date, except for the transactions contemplated under this Agreement and the Authority Documents, (a) there has been no Material Adverse Change nor, to the knowledge of the Authority, is any Material Adverse Change threatened or reasonably likely to occur, and (b) neither the Authority nor any of its Affiliates has incurred any obligation or liability that would be reasonably likely to have a Material Adverse Effect or entered into any material contracts not specifically contemplated by this Agreement or the Authority Documents or not in the ordinary course of business consistent with past practice.

~~Section 5.18 — Patriot Act Compliance. To the best of the Authority's knowledge, it is not in violation of any laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Patriot Act;~~5.18. Sanctions Concerns and Anti-Corruption Laws. (a) Sanctions Concerns. Neither the Authority, nor, to the knowledge of the Authority, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction.

~~(a) — The Authority is not any of the following:~~

~~—— (i) — a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;~~

~~—— (ii) — a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;~~

~~—— (iii) — a Person with which the Bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;~~

~~—— (iv) — a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or~~

~~—— (v) — a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.~~

~~—— (b) — The Authority does not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (b)(ii) above, (ii) deal in, or otherwise engage in any transaction~~

~~relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.~~b) Anti-Corruption Laws. The Authority has conducted its business in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

Section 5.19 Full Disclosure. All information heretofore furnished by the Authority to the Bank for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Authority to the Bank will, to the best of the Authority's knowledge, be, true, accurate and complete in every material respect or based on reasonable estimates on the date as of which such information is stated or certified (both parties acknowledging that the actual results may differ from such reasonable estimates given as of their date). The Authority has disclosed to the Bank in writing any and all facts which materially and adversely affect or may affect (to the extent the Authority can now reasonably foresee) the business, operations, prospects or condition, financial or otherwise, of the Authority, or the ability of the Authority to perform its obligations under this Agreement or any of the Authority Documents to which the Authority is a party.

Section 5.20 Affiliates. The Authority has no Affiliates other than as described in the Financial Statements.

Section 5.21 Existing Bank Agreements and Other Agreements. As of the Closing Date, no Bank Agreement includes Rights of Acceleration that are currently in effect, *provided, however*, it is understood by the parties to this Agreement that several Bank Agreements have a provision therein similar to the provision set forth in Section 6.14 hereof.

ARTICLE VI

AFFIRMATIVE COVENANTS

Until the termination of this Agreement in accordance with Section 9.20, the Authority will:

Section 6.1 Financial and Business Information. Deliver to the Bank:

- (a) As soon as available and in any event not later than the Financial Report Delivery Date, a comprehensive annual financial report, which shall include a balance sheet of the Authority as of the end of the Fiscal Year, the related statement of changes in fund balances, and the related statement of revenues, expenditures and other changes for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, certified by its independent public accountants and prepared in accordance

with GAAP consistently applied. As used in this paragraph, the “Financial Report Delivery Date” means 270 days after the end of the Fiscal Year;

(b) “Management letters,” if any, prepared by its independent public accountant in connection with the preparation of the financial statements referred to in Section 6.1(a) above, to be delivered promptly following the time such letters are delivered to it;

(c) Within 30 days after the end of each Fiscal Year, a copy of the final annual Authority budget approved by the Authority’s Board;

(d) Upon request by the Bank thereafter no more frequently than annually, evidence satisfactory to the Bank that the insurance required pursuant to the Master Bond Resolution is in full force and effect and, if reasonably requested by the Bank, written evidence from an independent third party confirming the insurance coverage maintained;

(e) At the time of the delivery of the financial statements provided for in Section 6.1(a), a certificate of the chief financial officer of the Authority stating that (1) to the best of his or her knowledge, no Default or Event of Default as described in Section 8.1 hereof has occurred and is continuing and (2) to the best of his or her knowledge, the budget of Authority last delivered pursuant to Section 6.1(c) remains a reasonable estimate for the period to which such budget relates, or if Authority’s chief financial officer is unable to make the certifications required herein, he or she shall supply a statement setting forth the reasons for such inability, specifying the nature and extent of such reasons; and

(f) Such other information (including, but not limited to, non-financial information) as the Bank may from time to time reasonably request.

Section 6.2 Notice of Certain Events. Promptly, and in any event within five Business Days after an officer of the Authority obtains knowledge thereof (except with respect to an acceleration of Parity Debt as described in clause 8.2(a)(i)(c) hereof, in which case immediately upon an officer of the Authority obtaining knowledge thereof), give notice in writing to the Bank of:

(a) All litigation when the amount of any claim pending or threatened is in writing to an appropriate official of the Authority, is \$10,000,000 or more and the Authority is a defendant;

(b) Any dispute which may exist between the Authority and any governmental regulatory body or any threatened action by any governmental agency to acquire or condemn any of the properties of the Authority where the amount involved is \$5,000,000 or more;

(c) Any proceeding or order before any court or administrative body requiring the Authority to comply with any statute or regulation regarding protection of the

environment if such compliance would require (i) expenditures in the amount of \$5,000,000 or more or (ii) the possibility of the imposition of a fine of \$5,000,000 or more;

- (d) Any Material Adverse Change;
- (e) Any Default or Event of Default; and
- (f) Any change in the ratings assigned to the debt of the Authority.

Section 6.3 Maintenance of Approvals, Filings, Etc. At all times will maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary or appropriate under any applicable law or regulation for the conduct of its business and the execution, delivery and performance of this Agreement and the other Authority Documents to which it is a party.

Section 6.4 Compliance with Law. Comply in all material respects with all applicable laws, ordinances, rules, regulations and requirements of any Governmental Authority (including, without limitation, all Environmental Laws), unless noncompliance would not have a Material Adverse Effect,

Section 6.5 Payment of Indebtedness. Pay all indebtedness for borrowed money when due, and all other obligations in accordance with customary trade practices, unless amounts owed are being contested in good faith by appropriate proceedings.

Section 6.6 Performance of Obligations. Duly and timely perform all of its obligations under the terms of the Authority Documents. Duly and timely perform all of its obligations under the terms of all other agreements by which the Authority is bound, except such non-performances as could not in the aggregate have a Material Adverse Effect.

Section 6.7 [Reserved].

Section 6.8 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies the insurance required by the Master Bond Resolution, and furnish to the Bank, upon written request no more frequently than annually, full information as to the insurance carried, including copies of policies in effect.

Section 6.9 Maintenance of Books and Records; Inspection. Maintain adequate books, accounts and records, and prepare all financial statements required under this Agreement in accordance with Generally Accepted Accounting Principles and in compliance with the regulations of any Governmental Authority having jurisdiction over it. The Authority shall permit any employee or representative of the Bank to visit and inspect any of its properties, to examine and audit its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with its officers and, upon prior notice to the Authority, its independent public accountants (and by this provision the Authority authorizes said accountants to discuss its finances and affairs with the Bank and to provide the

Bank with access to such accountants' work papers), all upon reasonable notice and during business hours and as often as may be reasonably requested.

Section 6.10 Incorporation of Covenants by Reference; No Amendments, Etc. The Authority agrees that it will perform and observe each and every covenant and agreement required to be performed or observed by it in the Authority Documents (including, without limitation, all covenants and agreements in the Authority Documents relating to the incurrence by the Authority of additional debt (it being understood that any condition to any such incurrence of additional debt shall, for purposes of this Agreement, be treated as if such condition were a covenant or agreement to be performed or observed by the Authority)), which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety (without giving effect to any expiration, amendment, supplement or termination of the Authority Documents, or the redemption or defeasance of any certificates or other securities issued thereunder (except as provided herein)).

Section 6.11 Qualified Swap Obligations. Without the prior written consent of the Bank, the Authority shall not enter into, modify or terminate any Qualified Swap Agreement, *provided, however,* that no such consent shall be required if, immediately thereafter, the Authority shall be in compliance with Section 5.2 of the Master Bond Resolution. In addition, notwithstanding the last sentence of Subsection (G) of Section 5.6 of the Master Bond Resolution, no Supplemental Authorizing Resolution or other supplemental resolution shall provide for a priority of payment of any Qualified Swap Agreement or other hedge agreement that is inconsistent with the priority of payments set forth in the Master Bond Resolution.

Section 6.12 Release of Series Payments, Supplemental Payments and System Payments. Notwithstanding the respective clauses (A)(1) of the definitions of Series Payments, Supplemental Payments and System Payments set forth in Section 1.2 of the Master Bond Resolution, unless otherwise consented in writing to by the Bank, no Supplemental Authorizing Resolution providing for Series Payments, Supplemental Payments or System Payments may provide for a release of such Series Payments, Supplemental Payments or System Payments, as applicable, unless, immediately after such release, the Authority shall be in compliance with Section 5.2 of the Master Bond Resolution.

Section 6.13 Further Assurances. Make, execute, endorse, acknowledge and deliver to the Bank any amendments, restatements, modifications or supplements hereto and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by the Bank to effect, confirm or further assure or protect and preserve the interests, rights and remedies of the Bank under this Agreement, and the Authority Documents.

If the Bank determines to hold the Subseries 2008B-3 Bonds in book-entry form through a securities depository, the Authority will cooperate with the Bank to achieve eligibility for such book-entry system, including providing information requested by the Bank, to facilitate the preparation by the Bank of a disclosure document summarizing the terms of the Subseries 2008B-3 Bonds, *provided, however,* that any and all costs and expenses of the Authority and the Bank in connection with achieving such eligibility shall be borne solely by (and paid by) the Bank.

Section 6.14 Most Favored Nations Regarding Acceleration. (a) During any period in which this Agreement is in effect or amounts remain payable hereunder, if the Authority has entered into, or shall enter into or otherwise consent to any Bank Agreement, in either case, which includes the right, upon the occurrence and during the continuance of an event of default thereunder, to direct or declare the payment of the principal of or interest on any System Pledged Revenues Indebtedness to be due and payable prior to its maturity including, without limitation, through the direction of an acceleration, unscheduled mandatory redemption or unscheduled mandatory tender of such System Pledged Revenues Indebtedness (herein, "Rights of Acceleration"), and on the date the Bank's rights under this Section 6.14 are being determined, such Rights of Acceleration are in effect with respect to another Bank Agreement, then the Bank shall have the right, upon the occurrence and during the continuation of an Event of Default hereunder, to declare the Bonds and all other Obligations hereunder to be, and such amounts shall thereupon become, due and payable on such shorter schedule as provided in such Bank Agreement without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority.

(b) Promptly upon entering into or consenting to any Bank Agreement which includes Rights of Acceleration, the Authority shall provide to the Bank a copy of such Bank Agreement, and such Rights of Acceleration shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Rights of Acceleration as if specifically set forth herein; *provided* that the Bank shall have and maintain the benefit of such Rights of Acceleration even if the Authority fails to provide such notice.

(c) The Bank shall have the benefit of any Rights of Acceleration incorporated into this Agreement pursuant to this Section 6.14 until such time as no Bank Agreement then in effect provides for Rights of Acceleration, or, in the case of the TIFIA Loan Agreement, all such Rights of Acceleration are in forbearance, whether by amendment removing such Rights of Acceleration, excluding or eliminating Rights of Acceleration, substitution of another Bank Agreement that excludes or eliminates Rights of Acceleration, or by release, termination or discharge of the related System Pledged Revenues Indebtedness. In the event the Authority amends any Bank Agreement to remove Rights of Acceleration or releases, terminates or discharges any System Pledged Revenues Indebtedness that provide for Rights of Acceleration, the Authority shall provide written notice to the Owner Representative thereof. For the avoidance of doubt, the Rights of Acceleration provided for herein shall not be available to the Bank unless or until any Rights of Acceleration are granted to or may be exercised by another Person under a Bank Agreement, including, without limitation, the TIFIA Lender under the TIFIA Loan Agreement.

Section 6.15 Maintenance of Rating. The Authority shall maintain at least one long-term unenhanced credit rating assigned to the Subseries 2008B-3 Bonds.

ARTICLE VII

NEGATIVE COVENANTS

Until the termination of this Agreement in accordance with Section 9.20, unless the Bank shall otherwise consent in writing, the Authority covenants and agrees that it will not:

Section 7.1 Consolidation or Merger; Joint Ventures. Enter into any transaction of merger or consolidation or any joint venture or other combination.

Section 7.2 Acquisitions. Consummate any transaction or series of related transactions after the date hereof by which the Authority (a) acquires (i) all or a substantial part of the assets of any Person, (ii) a going business or division of any Person (other than an Affiliate), whether through purchase of assets, merger or otherwise; (b) directly or indirectly acquires control of at least a majority in voting power of the securities of any Person; or (c) directly or indirectly acquires control of a 5% or more ownership interest in any partnership or joint venture. Notwithstanding anything herein to the contrary, the Authority may acquire or assume control of toll road assets and other related facilities within its geographical region that it is obligated or otherwise directed by the legislature to acquire and control, or otherwise determines to be in its best interest to acquire and control, *provided*, that no such acquisition or assumption of control shall be undertaken by the Authority unless it determines that it shall remain in compliance with its covenants and agreements set forth in the Master Bond Resolution following such acquisition or assumption of control. The Authority's determination may be based upon the written advice and/or report of the Authority's traffic and revenue consultant.

Section 7.3 Additional Indebtedness. Contract, create, incur, assume or suffer to exist any Indebtedness, except as permitted by Sections 5.5 and 5.6 of the Master Bond Resolution.

Section 7.4 Liens and Encumbrances. Create, incur, assume or suffer to exist any Lien upon or with respect to the System Pledged Revenues that is not dismissed, stayed, discharged or bonded within sixty (60) days, except for Permitted Liens.

Section 7.5 Disposition of Assets. Transfer, sell, assign, lease or otherwise dispose of any properties or assets useful or necessary for the operation of the System except as permitted by Section 5.4 of the Master Bond Resolution.

Section 7.6 Restricted Investments. Use the proceeds of the Subseries 2008B-3 Bonds or any of the Trust Estate (as defined in the Authority Documents) to purchase, own, invest in or otherwise acquire, directly or indirectly, any stock, evidence of indebtedness, or other obligation or security or any interest whatsoever in any other Person, or make or permit to exist any loans, advances or extensions of credit to, or any investment in cash or by delivery of property in, any Person (collectively, "Investments"), except for obligations described in the definition of "Permitted Investments" in the Master Bond Resolution.

Section 7.7 Use of Proceeds; Federal Reserve Regulations. Use or permit any part of the proceeds of the Subseries 2008B-3 Bonds to be used for the purpose, whether immediate,

incidental or ultimate, to purchase or carry any margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time) or to extend credit to others for the purpose of purchasing or carrying any margin stock.

Section 7.8 Guarantees. Guarantee, endorse (other than for collection or deposit in the ordinary course of business), become surety for, indemnify or otherwise in any way become or be directly or indirectly liable or responsible for the obligations of another, whether by agreement to purchase the indebtedness of another, by working capital maintenance agreements, take or pay contracts, or agreement for the furnishing of funds to another, directly or indirectly, through the purchase of goods, supplies or services (or by the way of stock purchase, capital contribution, advance or loan) for the purpose of paying or discharging the indebtedness of another, or otherwise, or enter into or be a party to any contract for the purchase of merchandise, materials, supplies or other property if such contract provides that payment for such merchandise, materials, supplies or other property shall be made regardless of whether delivery of such merchandise, materials, supplies or other property is even made or tendered, except (a) 'guarantees payable solely from identified revenue sources other than System Pledged Revenues and as to which the Authority has no personal liability and (b) guarantees to creditors of less than \$50,000 in the aggregate.

Section 7.9 Modifications. Terminate or make any modifications or amendments to, or waive any rights under, the Master Bond Resolution or any of the other Authority Documents.

Section 7.10 Appointment of Successors. Without the prior written consent of the Bank (which consent shall not be unreasonably withheld, delayed or conditioned) appoint a successor Trustee. Without the prior written consent of the Bank the Authority shall not permit a credit facility or liquidity facility to become effective with respect to the Subseries 2008B-3 Bonds (other than upon the repurchase of the Subseries 2008B-3 Bonds and discharge of this Agreement).

Section 7.11 Tax Exemptions. The Authority shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the excludability of interest on the Subseries 2008B-3 Bonds from the gross income of the holders thereof for purposes of federal income taxation under the Code.

Section 7.12 Certain Information. The Authority shall not include in any offering document for the Subseries 2008B-3 Bonds any information concerning the Bank that is not supplied in writing, or otherwise approved, by the Bank expressly for inclusion therein.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 8.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Failure of the Authority to pay (i) when due any payment of principal or interest on the Subseries 2008B-3 Bonds, or (ii) within 15 days of when due any commission, charge, expense, or other obligation hereunder; or

(b) The Authority shall fail to observe or perform any covenant, restriction or agreement contained in Article VII of this Agreement; or

(c) The Authority shall fail to observe or perform any covenant, restriction or agreement contained in this Agreement and not described in Sections 8.1(a) and 8.1(b) above for thirty (30) days provided that if the Authority certifies that the default (other than a default of the covenants set forth in Sections 6.1 and 6.2) cannot be cured within thirty (30) days and that the Authority has diligently commenced to cure, the Authority shall have ninety (90) days to cure such default unless such period is further extended by the Bank; or

(d) Any representation, warranty, certification or statement made or deemed made by the Authority in Article V of this Agreement, in any Authority Documents, or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Authority Documents shall prove to have been incorrect in any material respect when made or deemed made; or

(e) The Authority defaults in the payment of principal when due, whether by acceleration or otherwise, or interest on any other Indebtedness beyond any period of grace provided with respect thereto, or in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created, if the effect of such default is to cause, or permit the holder or holders of such obligation (or a trustee for such holder or holders) to cause, such obligation to become due prior to its stated maturity, or to exercise any other remedy; or

(f) The validity, binding nature, or enforceability of any material term or provision of this Agreement or any of the other Authority Documents is disputed by, on behalf of, or in the right or name of the Authority or any material provision of this Agreement or any of the other Authority Documents is found or declared to be invalid, avoidable, or non-enforceable by any court of competent jurisdiction; or

(g) The Authority (i) files a petition for relief under the Bankruptcy Code or any other insolvency law or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fails to file an answer or other pleading denying the

material allegations of any such proceeding filed against it; (ii) takes any corporate action to authorize or effect any of the foregoing actions; (iii) generally fails to pay, or admits in writing its inability to pay, its debts as such debts become due; (iv) shall apply for, seek or consent to, or acquiesce in, the appointment of a custodian, receiver, trustee, examiner, liquidator or similar official for it or for any material portion of its assets; (v) benefits from or is subject to the entry of an order for relief under any bankruptcy or insolvency law; or (vi) makes an assignment for the benefit of creditors; or

(h) Failure of the Authority, within sixty (60) days after the commencement of any proceeding against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to have such proceeding dismissed or discharged or to have all orders or proceedings thereunder affecting the operations or the business of the Authority stayed, or failure of the Authority within sixty (60) days after the appointment, without the consent or acquiescence of the Authority, of any custodian, receiver, trustee, examiner, liquidator or similar official for it or for any material portion of its assets, to have such appointment vacated; or

(i) The entry of one or more final, non-appealable judgments or orders for the payment of money in excess of \$10,000,000 in the aggregate against the Authority, with respect to which adequate cash reserves or insurance have not been established, or other means of satisfactory or otherwise funding the judgment have not been undertaken, in each case in an amount and manner satisfactory to the Bank and such judgment(s) or order(s) shall continue unsatisfied, unbonded or unstayed for a period of ninety (90) days; or

(j) The issuance of a writ of execution, attachment or similar process against the Authority or any of its assets having a Material Adverse Effect, which shall not be dismissed, stayed, discharged or bonded within sixty (60) days; or

(k) A notice of lien, levy or assessment in excess of \$5,000,000 is filed of record with respect to all or any portion of the assets of the Authority by the United States, or any department, agency or instrumentality thereof, or by any other Governmental Authority, including, without limitation, the Pension Benefit Guaranty Corporation, or if any taxes or debts in excess of \$5,000,000 owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon any assets of the Authority in each case and with respect to which adequate cash reserves or insurance have not been established, or other means of satisfactory or otherwise funding the judgment have not been undertaken, in each case in an amount and manner satisfactory to the Bank within sixty (60) days after the same becomes a lien or encumbrance or, in the case of ad valorem taxes, prior to the last day when payment may be made without material penalty; or

(l) The Authority shall fail to pay when due any material amount which it shall have become liable to pay to the Pension Benefit Guaranty Corporation or to a Plan under Title IV of ERISA; or the Pension Benefit Guaranty Corporation shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any such Plan or Plans or a proceeding shall be instituted by a fiduciary of any

such Plan or Plans to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within thirty (30) days thereafter; or a condition shall exist by reason of which the Pension Benefit Guaranty Corporation would be entitled to obtain a decree adjudicating that any such Plan or Plans must be terminated; or

(m) The rating assigned to any Parity Bonds (without regard to credit enhancement) shall be withdrawn or suspended for credit related reasons or shall be less than “BBB-” (or its equivalent) by Fitch, less than “Baa3” (or its equivalent) by Moody’s and less than “BBB-” (or its equivalent) by Standard & Poor’s; or

(n) The occurrence of any Material Adverse Change, or of any event, condition, or state of facts which could reasonably be expected to result in a Material Adverse Effect; or

(o) The Authority shall default in the performance of any of its obligations under any Contract (other than this Agreement) with the Bank or a Bank Affiliate.

Section 8.2 Remedies. Upon the occurrence and during the continuance of any Event of Default:

(a) General. The Bank may, in its sole discretion, (i) exercise all rights and remedies as are granted or hereafter granted to the Bank under the Master Bond Resolution or the other Bank Documents, and (ii) pursue all remedies available to it by contract, at law or in equity. In the event that any Person then has the benefit of Rights of Acceleration pursuant to Section 6.14 hereof, upon the occurrence and during the continuance of an Event of Default hereunder, the Bank may exercise such Rights of Acceleration.

(b) Rights and Remedies Cumulative; Non-Waiver; Etc. The enumeration of the Bank’s rights and remedies set forth in this Agreement is not intended to be exhaustive and the exercise by the Bank of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder, under any Authority Documents or under any other agreement between the Authority and the Bank or that may now or hereafter exist in law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Bank in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default. No course of dealing between the Authority and the Bank or their agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Authority Documents to constitute a waiver of any Event of Default.

(c) Default Rate. Upon the occurrence and during the continuation of a Default or an Event of Default, the Subseries 2008B-3 Bonds shall bear interest at the Default Rate.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Costs, Expenses and Taxes. The Authority agrees to pay on demand all reasonable out-of-pocket expenses of the Bank, including reasonable fees and disbursements of counsel, in connection with: (i) the preparation, execution, delivery, and filing, if required, of this Agreement, the Authority Documents and otherwise in connection with the delivery of the Subseries 2008B-3 Bonds, (ii) any amendments, supplements, consents or waivers hereto or thereto, and (iii) the administration or enforcement of this Agreement, the Subseries 2008B-3 Bonds, and the Authority Documents and any other documents which may be delivered in connection herewith or therewith. In addition, the Authority shall pay any and all applicable stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the Authority Documents and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such applicable taxes and fees. It is the intention of the parties hereto that the Authority shall pay amounts referred to in this Section directly. In the event the Bank pays any of the amounts referred to in this Section directly, the Authority will reimburse the Bank for such advances and interest on such advance shall accrue until reimbursed at the Default Rate.

Section 9.2 Indemnification. In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Authority hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Bank, and each director, officer, employee, successor and assign of the Bank (each, an "Indemnatee") from and against any and all claims (whether or not valid), damages, losses, liabilities, reasonable costs or expenses, penalties, fines and interest whatsoever (including reasonable attorneys' fees, court costs and litigation expenses) which may incur or which may be claimed against an Indemnatee by any Person or entity whatsoever (collectively, the "Liabilities") by reason of or in connection with (a) the execution, delivery, performance or transfer of, or payment or failure to pay under, any Authority Document or Bond Document; (b) the sale and delivery of the Subseries 2008B-3 Bonds; (c) the use of the proceeds of the Subseries 2008B-3 Bonds or (d) or any violation of any of the covenants, warranties or representations of the Authority hereunder or under any of the Bank Documents; *provided* that the Authority shall not be required to indemnify an Indemnatee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnatee. The Authority shall not be liable for any settlement of any such action effected without its consent, which consent shall not be unreasonably withheld.

All of the foregoing Costs and obligations of the Authority shall be additional obligations hereunder. In the event the Bank or any other indemnified party shall suffer or incur any Costs, the Authority shall pay to the indemnified party the total of all such Costs suffered or incurred by the party, and fulfill its other obligations hereunder, within 30 days after demand (which demand shall set forth in reasonable detail the basis and amount of such costs and shall be made not more frequently than monthly).

It is expressly understood and agreed that the obligations of the Authority under this Section shall not be limited to any extent by the term of this Agreement and shall remain in full force and effect unless and until expressly terminated by Bank in writing.

Section 9.3 Waiver of Jury Trial. EACH OF THE AUTHORITY AND THE BANK HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.4 Waiver of Automatic or Supplemental Stay. In the event that a petition for relief under any chapter of the Bankruptcy Code is filed by or against the Authority, the Authority promises and covenants that, to the extent permitted by law, they will not seek a supplemental stay pursuant to Bankruptcy Code § 105 or § 362 or any other relief pursuant to Bankruptcy Code § 105 or any other provision of the Bankruptcy Code, whether injunctive or otherwise, which would stay, interdict, condition, reduce or inhibit the Bank's ability to enforce any rights it has, at law or in equity, to collect the Obligations from any Person other than the Authority.

Section 9.5 Notices. All demands, notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered, if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt), or five (5) days after being mailed, if mailed by first class, registered or certified mail, postage prepaid, to the address or telecopy number set forth below:

Party

Address

Authority

Central Florida Expressway Authority

with a copy to:

Bank

N.A.

~~Wells Fargo Bank, National Association~~ Bank of America,

Trustee

Wells Fargo Bank, N.A.

The Authority, the Bank or the Trustee may, by notice given hereunder, designate any further or different addresses or telecopy numbers to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

Section 9.6 Patriot Act Notice. The Bank hereby notifies the Authority that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Bank to identify the Authority in accordance with the Patriot Act. The Authority hereby agrees that it shall promptly provide such information upon request by the Bank.

Section 9.7 Continuing Obligations; Revival of Obligations. Subject to Section 3.2 hereof, the obligations of the Authority pursuant to Sections 9.1 and 9.2 hereof shall survive the termination of this Agreement. The Authority further agrees that to the extent the Authority makes a payment to the Bank, which payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver, or any other party under any bankruptcy, insolvency or other similar state or federal statute, common law or principles of equity, then, to the extent of such repayment by the Bank, the Obligations or part thereof intended to be satisfied by such payment shall be revived and continued in full force and effect as if such payment had not been received by the Bank.

Section 9.8 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means to the other party hereto; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 9.9 Controlling Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws (as opposed to conflicts of laws provisions) of the State of Florida.

Section 9.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 9.11 Assignment and Sale. Without the prior written consent of the Bank, and except as already contemplated herein or by the Bank Documents, the Authority may not sell, assign or transfer this Agreement or any of the Authority Documents or any portion hereof or thereof, including without limitation the Authority's rights, title, interests, remedies, powers, and duties hereunder or thereunder. Notwithstanding anything herein to the contrary, the Bank may pledge or grant a security interest in the right to payment or other benefit hereunder to any Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits without the consent of any party, without notice to any party and without payment of any fees in accordance with applicable law.

Section 9.12 Participants. The Bank shall have the right to grant participations in the Subseries 2008B-3 Bonds to one or more other banking institutions, and such participants shall be entitled to the benefits of this Agreement, including, without limitation, Sections 2.3, 2.4, 9.1 and 9.2 hereof, to the same extent as if they were a direct party hereto; *provided, however*, that the Authority may deal exclusively with the Bank for all purposes of this Agreement notwithstanding such participation, and *provided further*, that the Authority shall have no greater liability under this Agreement to the Bank and all participants banks than it would have had to the Bank alone had no participations occurred. The Bank may disclose to any participants or prospective participants any information or other data or material in the Bank's possession relating to this Agreement, any of the other Authority Documents and the Authority, without the consent of or notice to the Authority.

Section 9.13 Investor Letter. In connection with its initial purchase of the Subseries 2008B-3 Bonds to which this Agreement relates, the Bank executed and delivered an Investor Letter to the Authority.

Section 9.14 Satisfaction of Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to the Bank, the determination of such satisfaction shall be made by the Bank in its sole and exclusive judgment exercised in good faith.

Section 9.15 Usury. The Bank shall not be entitled to receive payment of interest hereunder or under any Obligations in excess of the Maximum Rate. If the Bank receives less interest during any period than it would be entitled to receive hereunder and under any Obligations but for the applicability of the Maximum Rate, during any subsequent period in which the rate of interest to which the Bank is otherwise entitled hereunder and under any Obligations is less than the Maximum Rate, the Bank shall instead receive interest at a rate equal to the Maximum Rate until the Bank has received, in the aggregate, the amount of interest due the Bank hereunder and under the Obligations. In addition, to the extent permitted by applicable law, if the principal amount of any Obligations comes due or is prepaid and the Bank has not received, in the aggregate, the amount of interest due the Bank hereunder and under any Obligations, the Authority shall pay the Bank, upon the coming due or prepayment of such principal amount, the amount of interest due the Bank hereunder and under any Obligations and not otherwise paid hereunder or thereunder.

Section 9.16 Amendment. This Agreement can be amended or modified only by an instrument in writing signed by the parties.

Section 9.17 Severability. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision hereof.

Section 9.18 Entire Agreement. THIS AGREEMENT AND THE DOCUMENTS AND INSTRUMENTS EXECUTED AND DELIVERED CONTEMPORANEOUSLY HERewith EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS OF SUCH PERSONS, VERBAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT AND THE DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 9.19 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, together, shall constitute but one and the same instrument.

Section 9.20 Captions. The captions to the various sections and subsections of this Agreement have been inserted for convenience only and shall not limit or affect any of the terms hereof.

Section 9.21 Term. All representations and warranties of the Authority contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement or the other Authority Documents or any investigation by the Bank. All covenants and agreements of the Authority contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged. Except as otherwise provided in Section 2.2 herein, this Agreement shall terminate on the Bank Purchase Date for the Initial Period (or such successive Bank Purchase Date as the Bank shall have agreed to purchase the Subseries 2008B-3 Bonds for a successive Bank Rate Mode Period), *provided* that on such Bank Purchase Date (or such successive Bank Purchase Date) the Subseries 2008B-3 Bonds have been repurchased by the Authority and all Obligations under this Agreement and amounts due and owing to the Bank under the Subseries 2008B-3 Bonds have been paid in full.

~~Section 9.22 Amendment and Restatement. This Agreement shall become effective on the Closing Date and shall supersede, amend and restate all provisions of the Original Agreement as of such date. From and after the Closing Date, all references made to the Original Agreement in any instrument or document shall, without more, be deemed to refer to this Agreement. Without limiting the foregoing, the parties to this Agreement hereby acknowledge and agree that the "Agreement" referred to in the Original Agreement shall from and after the date hereof be deemed~~

~~a reference to this Agreement.~~ Section 9.22. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Authority acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between the Authority, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Authority is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Bank and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary pursuant to Section 15B of the Securities Exchange Act of 1934, for the Authority, or any other Person and (ii) neither the Bank nor any of its Affiliates has any obligation to the Authority with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Authority, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the Authority. To the fullest extent permitted by law, the Authority, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

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IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Continuing Covenants Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____

Approved as to form and legal sufficiency:

[Execution by the Bank appears on the following page.]

~~WELLS FARGO BANK, NATIONAL
ASSOCIATION~~

BANK OF AMERICA, N.A.

By: _____

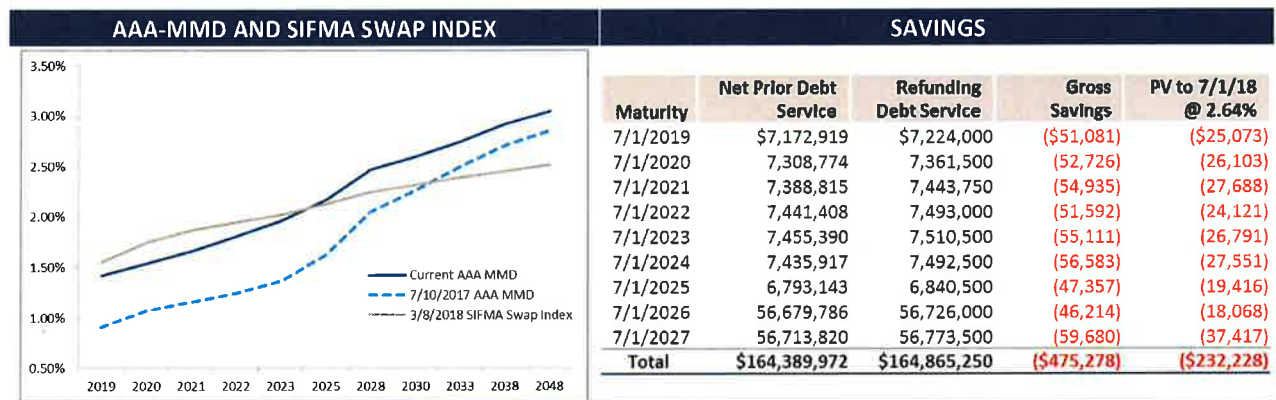
[Execution for ~~Amended and Restated~~ Continuing Covenants Agreement]

Appendix B

Other Recommendation

Terminate-and-Fix-Out

The Authority could consider refunding a portion of the existing Series 20081-3 Bonds with fixed rate bonds and using bond proceeds to terminate a portion of the existing swaps. Currently, the Authority's outstanding swap portfolio swap has a negative mark-to-market ("MTM") of approximately \$140 million. Despite this negative mark-to-market, CFX's swaps have served their purpose, providing a long-term lower cost of funds and serving as an effective long-term hedge. Over this time, the fixed payer swaps have provided savings versus a traditional fixed rate bond at their initial inception and we continue to monitor the swap for potential savings and risk reduction benefits. For example, we have provided ongoing updates to the Authority over the past few years to partially terminate near-term notional amounts at close to zero present value cost. In this case, the cost of partially terminating notional amounts at the front of the yield curve is offset by the present value savings from issuing lower costing fixed rate debt in those maturities. Bond proceeds of the new fixed rate debt fund the upfront termination cost and refinance the associated variable rate debt. Given the Authority's generally back-loaded notional schedule, the current market provides a risk-reduction opportunity today by terminating the swap notional through the 2027 maturity (reducing the swap portfolio by approximately 23%) at a net present value cost of \$232,228. Moreover, we note that since our November 2017 analysis, the PV cost of terminating through the 2027 maturity (notional amount of approximately \$115 million) has been reduced by over \$500 thousand. Relative to where the MTM has been over the past several years, this may be attractive opportunity to fix out a portion of the bonds and eliminate a portion of the Authority's swap exposure.



Source: Bloomberg, 3/8/18.

Pay-Go Reprogramming and FRN Alternatives

Central Florida Expressway Authority

February 1, 2018

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY



RBC Capital Markets

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 - **Public FRN Underwriting for the Series 2008B Bonds**

**Unsolicited Proposal to Cash
Defease Series 2013A&B
Bonds through Pay-Go
Reprogramming**

SECTION I



RBC Capital Markets

Pay-Go Reprogramming Overview

Under the confines of the new tax law, CFX cannot execute tax-exempt advance refundings; however, CFX may utilize system net revenues programmed for Pay-Go projects to cash defease existing bonds

- Work Plan Pay-Go Cash Funded Projects
 - Over Fiscal Years 2018 and 2019, CFX has \$489.4 million of its work plan funded with Pay-Go cash rather than bond proceeds
 - FY 2018: \$337.5 million
 - FY 2019: \$151.9 million
- Cash is Fungible
 - CFX may use cash that was programmed for Pay-Go projects to cash defease outstanding bonds
 - Near simultaneously, CFX would issue new money bonds that mimic the structure of an advance refunding of the bonds that were cash defeased
- Potential Bonds to Target for Pay-Go Reprogramming
 - Series 2013A&B Bonds: \$290.68 million, callable on July 1, 2023
- The incremental new money bonds issued in lieu of Pay-Go cash funding can be added to planned new money issuance
 - CFX is currently expecting to fund its work program with \$112.2 million of bond proceeds in FY 2018 and \$238.4 million of bond proceeds in FY 2019
 - Given the historically low interest rate environment, CFX may consider combining FY 2018 and FY 2019 needs into one new money issuance in 2018

Pay-Go Reprogramming to Cash Defeasement Outstanding Bonds – Advance Refunding Alternative

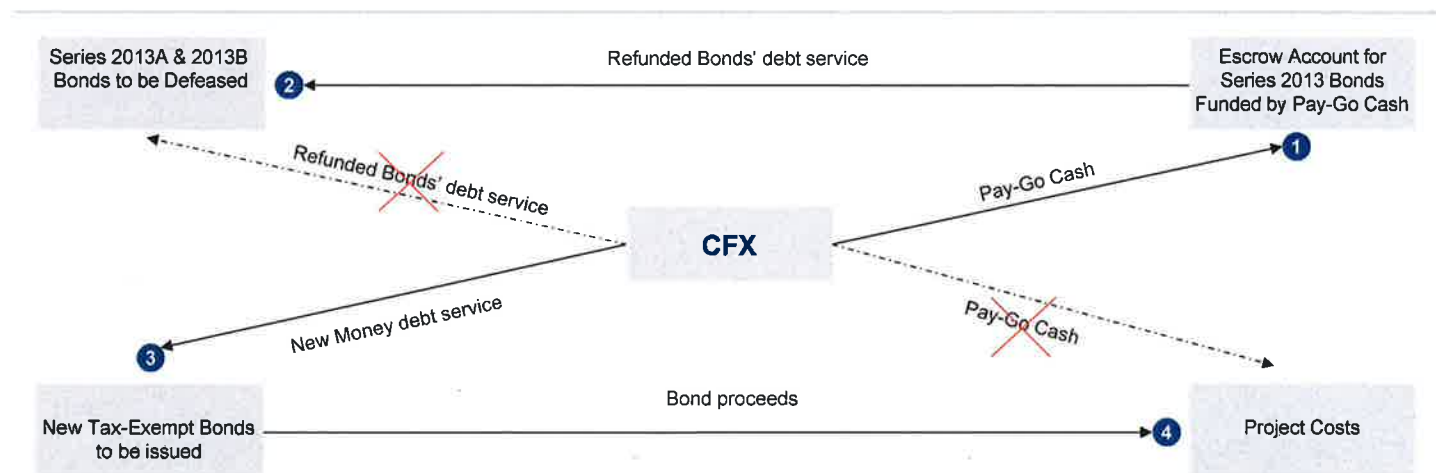
CFX can cash defease Outstanding Bonds in advance of their call date by reprogramming cash from Pay-Go funds

Mechanics

- 1 CFX applies current fiscal year Pay-Go funding to an Escrow for the Series 2013A&B Bonds
- 2 The fully funded Escrow cash defeases CFX's Series 2013A&B Bonds, and pays all debt service of the Refunded Bonds
- 3 New Tax-Exempt Bonds are issued
- 4 Bond proceeds from new issuance fund Project Costs previously funded from Pay-Go cash

Pay-Go Reprogramming to Defeasement the Series 2013A & 2013B Bonds

- Outstanding bonds to consider with a 2023 call date:
 - Series 2013A: \$242.32 million due 2026-2035
 - Series 2013B: \$48.36 million due 2024-2025
- Pay-Go Cash: \$337.5 million for capital projects in FY 2018
- Series 2013A and 2013B Bonds refunded with Pay-Go cash in April 2018, New Money bonds issued in May 2018 to match escrow requirement
- Considerations: timing between cash defeasance and new issuance, and whether a change in use of Pay-Go cash is viewed as a "replacement" for tax purposes



Illustrative Advance Refunding of Series 2013A&B Bonds Under Prior Tax Law

Sufficient Bonds need to be issued to fund a \$321.773 million escrow. Resulting Bond issue generates \$20.2MM / 6.96% NPV Savings

Summary of Refunding Results

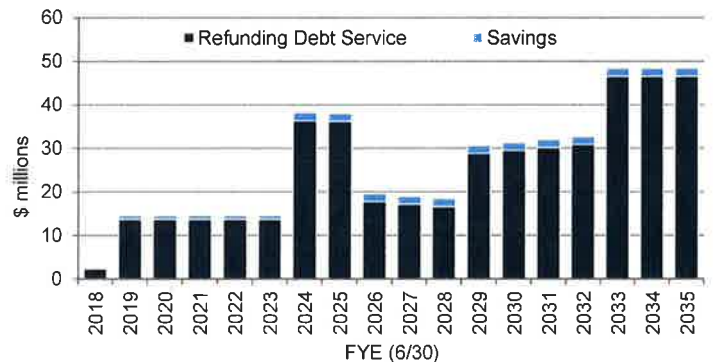
Delivery Date	5/1/2018
Par Amount of Refunded Bonds	\$290,680,000
All-In TIC	3.33%
Arbitrage Yield	2.84%
Escrow Yield	2.44%
Net Present Value Savings (\$)	\$20,245,421
Present Value Savings (%)	6.96%
Negative Arbitrage	\$6,017,117
Refunding Efficiency	77.09%

Sources and Uses of Funds

Sources	
Par Amount	\$274,055,000
Premium	49,462,354
Debt Service Fund Release	4,844,667
Total Sources	\$328,362,020
Uses	
Refunding Escrow Funded with Bond Proceeds	\$321,773,026
Refunding Escrow Funded with Debt Service Fund Release	4,844,667
Surety	647,035
Financing Costs	1,097,293
Total Uses	\$328,362,020

Annual Cash Flow Savings

Fiscal Year (6/30)	Prior Debt Service	Refunding Debt Service	Savings	Present Value Savings
2018	\$ 2,422,333	\$ 2,283,792	\$ 138,542	\$ 115,139
2019	14,534,000	13,702,750	831,250	810,025
2020	14,534,000	13,702,750	831,250	787,466
2021	14,534,000	13,702,750	831,250	765,536
2022	14,534,000	13,702,750	831,250	744,216
2023	14,534,000	13,702,750	831,250	723,490
2024	38,184,000	36,307,750	1,876,250	1,581,299
2025	38,061,500	36,187,500	1,874,000	1,535,120
2026	19,571,000	17,696,750	1,874,250	1,492,258
2027	19,008,250	17,131,500	1,876,750	1,452,314
2028	18,445,000	16,568,750	1,876,250	1,411,170
2029	30,616,750	28,739,000	1,877,750	1,372,635
2030	31,312,250	29,436,250	1,876,000	1,332,830
2031	32,014,000	30,138,000	1,876,000	1,295,369
2032	32,707,500	30,830,000	1,877,500	1,259,949
2033	48,388,750	46,513,500	1,875,250	1,223,036
2034	48,388,750	46,514,500	1,874,250	1,187,977
2035	48,389,250	46,515,000	1,874,250	1,154,521
Total	\$ 480,179,333	\$ 463,376,042	\$ 26,803,292	\$ 20,244,349



Indicative and for illustrative purposes only. Subject to change based on market conditions. Rates as of January 26, 2018 market close.

Unsolicited Proposal: RBCCM Pay-Go Reprogramming and Senior Manager for 2018A Issuance

With a Pay-Go Reprogramming, Pay-Go cash will be used to fund the \$321.7 million escrow, and Bonds will be issued to pay for \$321.7 million of projects

- Using a uniform savings solution for the hypothetical advance refunding of the Series 2013A and B Bonds, the Series 2018A Bonds are structured to produce \$321.7 million of proceeds for CFX's work program
- CFX will use \$321.7 million of cash plus a \$4.8 million release from the debt service fund to deposit \$326.6 million in an escrow to defease the formerly advance refundable Series 2013A and B Bonds
- This Pay-Go reprogramming produces \$24.2 million PV of additional cash flow available for Pay-Go projects

Sources and Uses

	Series 2018A
Sources	
Par Amount	\$274,055,000
Premium	49,462,354
Total Sources	\$323,517,354
Uses	
Project Fund	\$321,773,026
Surety	647,035
Issuance Costs	1,097,293
Total Uses	\$323,517,354

Additional Funds Available From Cash Defeasance / Pay-Go Reprogramming

Fiscal Year (6/30)	Prior Debt Service	Series 2018A Debt Service	Additional Pay-Go Funds Available
2018	\$ 2,422,333	\$ 2,283,792	\$ 138,542
2019	14,534,000	13,702,750	831,250
2020	14,534,000	13,702,750	831,250
2021	14,534,000	13,702,750	831,250
2022	14,534,000	13,702,750	831,250
2023	14,534,000	13,702,750	831,250
2024	38,184,000	36,307,750	1,876,250
2025	38,061,500	36,187,500	1,874,000
2026	19,571,000	17,698,750	1,872,250
2027	19,008,250	17,131,500	1,876,750
2028	18,445,000	16,568,750	1,876,250
2029	30,616,750	28,739,000	1,877,750
2030	31,312,250	29,438,250	1,874,000
2031	32,014,000	30,138,000	1,876,000
2032	32,707,500	30,838,000	1,877,500
2033	48,388,750	46,513,500	1,875,250
2034	48,388,750	46,514,500	1,874,250
2035	48,389,250	46,515,000	1,874,250
Total	\$ 480,179,333	\$ 463,376,042	\$ 26,803,292

Bond Summary Statistics

	Series 2018A
Delivery Date	5/1/2018
All-In TIC	3.33%
Average Life	13.09 years

Reconciliation of Funds Available for Projects

\$337,500,000	Pay Go Cash for Projects in 2018
(\$326,617,693)	Escrow Requirement for Cash Defeasance of 2013A&B Bonds
\$4,844,667	Debt Service Funds
\$15,726,974	Remaining Pay-Go Funds for 2018
\$321,773,026	Proceeds of 2018 Reprogrammed Issuance
\$15,726,974	Plus Remaining Pay-Go Funds for 2018
\$337,500,000	Total Cash for Projects In 2018

Indicative and for illustrative purposes only. Subject to change based on market conditions. Rates as of January 26, 2018 market close.

Series 2018A Issuance with CFX Work Plan New Money Financing (2018/2019)

On a combined basis, the Series 2018A Issuance plus the expected Work Plan New Money Issuance will total \$618.25 MM

- The programmed 2018 and 2019 combined new money issuance has been structured with level annual debt service and 1-year of capitalized interest, shown as Series 2018B
- CFX would issue the Series 2018A and B Bonds together as a single bond series, and are only shown here separately for illustrative purposes

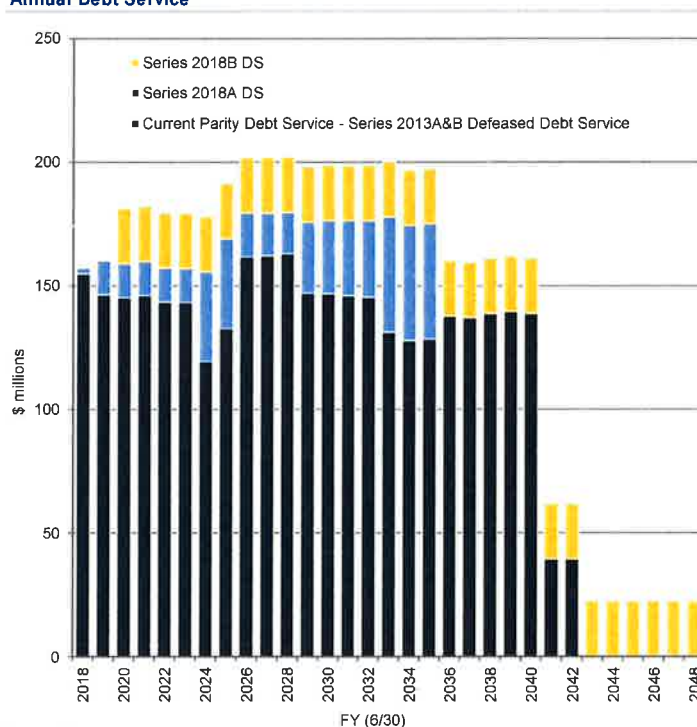
Sources and Uses

	Series 2018A	Series 2018B	Total
Sources			
Par Amount	\$274,055,000	\$339,970,000	\$614,025,000
Premium	49,462,354	54,531,644	103,993,998
Total Sources	\$323,517,354	\$394,501,644	\$718,018,998
Uses			
Project Fund	\$321,773,026	\$350,596,000	\$672,369,026
Capitalized Interest Fund	-	19,699,283	19,699,283
DSRF Contribution	-	22,446,000	22,446,000
DSRF Surety	647,035	-	647,035
Issuance Costs	1,097,293	1,760,361	2,857,654
Total Uses	\$323,517,354	\$394,501,644	\$718,018,998

Bond Summary Statistics

	Series 2018A	Series 2018B	Total
Delivery Date	5/1/2018	5/1/2018	5/1/2018
All-In TIC	3.33%	3.80%	3.62%
Average Life	13.09 years	19.47 years	16.62 years

Annual Debt Service*



*Excludes the Series 2012A Bonds, Series 2015 BANS, and TIFIA Loan.
Indicative and for illustrative purposes only. Subject to change based on market conditions. Rates as of January 26, 2018 market close.

**Unsolicited Proposals to
Refinance Outstanding
Series 2008B Private FRNs**

SECTION II



RBC Capital Markets

Refinancing Alternatives for Series 2008B1-4 Privately Placed FRNs

CFX has four sub-series of callable 2008B Bonds, inclusive of the B-2 Bonds, owned by RBCCM, with a put date of 7/30/2018

Series	Outstanding Principal	Call Date	Mandatory Tender Date	Final Maturity	Rate*	Bond Type	Direct Purchaser
2008B-1	\$130,535,000	Any Business Day	05/07/2020	7/1/2040	SIFMA + 60.0bp	Private FRN	Barclays
2008B-2	118,020,000	Any Business Day	07/30/2018	7/1/2040	SIFMA + 58.0bp	Private FRN	RBCCM
2008B-3	149,200,000	Any Business Day	09/02/2019	7/1/2040	SIFMA + 53.5bp	Private FRN	Wells Fargo
2008B-4	99,475,000	Any Business Day	09/02/2019	7/1/2040	SIFMA + 53.5bp	Private FRN	Wells Fargo
Total	\$497,230,000						

*Does not reflect any margin factor adjustment.

- Refinancing Alternatives include the following:
 - Private FRN Renewal, of one or more series of FRNs, or continue to float at current spreads until Mandatory Tender Date
 - Mode Conversion/Refunding of the FRNs with Public FRNs

Unsolicited Proposal: RBCCM Privately Placed FRN Renewal of Series 2008B-2 Bonds

Due to the importance of CFX as a potential Senior Managed client, RBCCM has received preliminary business support to renew our 2008B-2 FRN, with a Mandatory Tender Date of 7/30/2018

RBCCM Private FRN Renewal

- Pricing: S+58bps
- U/W Fees: None
- Mandatory Tender Date: 7/30/2023 (5-years)
- Process: Amendment of the bond documents to change the Extension Rate Effective Date to 7/30/2023
- Rating/OS Requirement: None
- Amendment Fee: Estimated at \$5,000 and capped at \$7,500
- Timeline: Can be accomplished within 3 weeks of mandate

Indicative and for illustrative purposes only. Subject to change based on market conditions, and subject to RBCCM business, credit, and legal approval. Rates as of January 26, 2018 market close.

Introduction to Public FRNs

The Public FRN market has seen a resurgence in demand due to Federal Reserve Board tightening

Overview of Public FRNs

- Public FRNs are similar in structure to Privately Placed FRNs, but instead are sold to investors through an negotiated public offering
- Public FRNs are priced based on a spread to the SIFMA or LIBOR Index, with a pricing commitment for 3 to 7 years
- Over \$36 billion of Public FRNs have been sold in the market since 2009
- Buyers include Corporate Cash Managers and Short Duration Bond Funds seeking investments that will increase in yield as short-term rates increase

Historical Issuance of FRNs (\$000s)

Year	# of Deals	Hard Maturity	Hard Put	Soft Put	Stepped (Synthetic Soft Put)	Annual Totals	Soft Put Issuance Ratio
2009	2	\$ 407,505,000	-	-	-	\$ 407,505,000	0.0%
2010	8	1,835,220,000	303,125,000	95,000,000	-	2,233,345,000	4.3%
2011	26	2,631,727,000	709,290,000	451,975,000	-	3,792,992,000	11.9%
2012	40	2,569,625,000	707,020,000	3,204,240,000	-	6,480,885,000	49.4%
2013	43	2,675,285,000	1,236,220,000	3,106,515,000	248,120,000	7,266,140,000	46.2%
2014	58	1,566,460,000	3,000,280,000	3,880,795,000	250,250,000	8,697,785,000	47.5%
2015	37	991,960,000	1,248,950,000	2,300,470,000	-	4,541,380,000	50.7%
2016	10	332,260,000	-	728,995,000	-	1,061,255,000	68.7%
2017	11	742,075,000	-	1,721,715,000	-	2,463,790,000	69.9%
Total	235	\$ 13,752,117,000	\$ 7,204,885,000	\$ 15,489,705,000	\$ 498,370,000	\$ 36,945,077,000	43.3%

Introduction to Public FRNs: Comparison of Refinancing Alternatives

	Private FRNs	Public FRNs
Funding Type	▪ Committed	▪ Committed
Interest Rate	▪ SIFMA Index + applicable spread, with ratings downgrade adjustments	▪ SIFMA Index + applicable spread
Rating / OS Required	▪ No	▪ Yes
Applicable Spread	▪ Negotiated ahead of closing date	▪ Determined by investor demand on closing date
Indicative Term	▪ 3-5 years w/ a Soft Put	▪ 3-7 years with a Soft Put
Buyers	▪ RBCCM and other providers	▪ Cash Money Managers, Short Duration Funds
UW Fees	▪ No	▪ Yes, \$2.00 to \$3.00 per Bond depending on term
Callability	▪ Callable anytime, after a limited lockout period	▪ Typically within 6 months of the Put Date
All-In Price	▪ SIFMA + .50% to .60%	▪ SIFMA + .40% to .72%
Bank Rights and Remedies	▪ Yes, including ratings grids, increased costs language, and Bondholder / Continuing Covenant Agreements	▪ No, only standard bondholder rights

Introduction to Public FRNs: Comparison of Risk Profiles

	Private FRNs	Public FRNs
Interest Rate Risk	●	●
Anytime Put Risk	○	○
Issuer Credit Risk	●	○
Renewal Risk	●	●
Tax Risk	●	●
Bank Credit Risk	○	○
Counterparty Risk	○	○
Mark to Market Risk	○	○
Regulatory Risk*	●	○

* Increased cost provisions etc.

Unsolicited Proposal: RBCCM Senior Manager of Series 2008B Public FRNs

RBCCM proposes to serve as senior managing underwriter for a Public FRN issuance

Public Floating Rate Notes – RBCCM

- Pricing: Dependent on term, see table below:
- Put Type: Soft-Put
- UW Fees: \$2.00 to \$3.00 per Bond
- Term: 3 to 7 years
- Process: Mode conversion or refunding of the Series 2008B Bonds through a negotiated public offering
- Rating/OS Requirement: Yes
- Timeline: 3 months

Term	Spread to SIFMA (Applicable Spread)	Amortized Underwriting Cost	Effective Total Spread
3 year	0.40%	0.07%	0.47%
4 year	0.46%	0.06%	0.52%
5 year	0.52%	0.05%	0.57%
6 year	0.62%	0.05%	0.67%
7 year	0.72%	0.04%	0.76%

- Pricing is valid for up to \$250 million of par; add 2-3 bps for amounts up to \$350 million; add 5 bps for amounts up to \$500 million
- CFX may issue soft-put FRNs such that failure to remarket the FRNs on the mandatory tender date would not constitute an event of default, but rather an increased interest rate
 - A soft-put structure is slightly more expensive than a hard-put of hard maturity structure
 - A soft-put is required per CFX's TIFIA Loan requirements
- Similar to CFX's direct purchase FRNs, public FRNs are priced with a fixed spread to either SIFMA or % of ICE LIBOR

If selected as Senior Manager, as the deal approaches pricing date, RBCCM may be willing to provide a pre-pricing underwriting commitment to ensure execution

CFX Debt Profile

APPENDIX A



RBC Capital Markets

CFX's Existing Debt

Current Senior Lien Ratings: A1 (Stable), A+ (Stable), A (Stable) by Moody's, S&P, Fitch

Senior Lien Bonds

Series	Principal Outstanding	Debt Type	Coupon (Outstanding)	Maturity Range (Outstanding)	Call Date	Mandatory Tender Date	Use of Proceeds
2008B-1	\$130,535,000	Private FRN	SIFMA + 60.0bp	2040	Any Business Day	05/07/2020	Current Refunding
2008B-2	118,020,000	Private FRN	SIFMA + 58.0bp	2040	Any Business Day	07/30/2018	Current Refunding
2008B-3	149,200,000	Private FRN	SIFMA + 53.5bp	2040	Any Business Day	09/02/2019	Current Refunding
2008B-4	99,475,000	Private FRN	SIFMA + 53.5bp	2040	Any Business Day	09/02/2019	Current Refunding
2010B	73,640,000	Fixed Rate	3.50-5.00%	2018-2024	7/1/2020	N/A	Current Refunding
2012	180,370,000	Fixed Rate	3.00-5.00%	2018-2025	7/1/2022	N/A	Current Refunding
2013A	242,320,000	Fixed Rate	5.00%	2026-2035	7/1/2023	N/A	Current Refunding
2013B	154,320,000	Fixed Rate	3.00-5.00%	2018-2025	7/1/2023	N/A	Current Refunding
2013C*	104,630,000	Private Fixed Rate	N/A	2018-2032	-	N/A	Current Refunding
2016A	150,985,000	Fixed Rate	3.00-5.00%	2018-2037	7/1/2026	N/A	Advance Refunding
2016B	625,645,000	Fixed Rate	3.00-5.00%	2018-2040	7/1/2026	N/A	Advance Refunding
2017	341,210,000	Fixed Rate	3.00-5.00%	2018-2042	07/01/2027	N/A	Advance Refunding
\$2,370,350,000							

Junior Lien Bonds

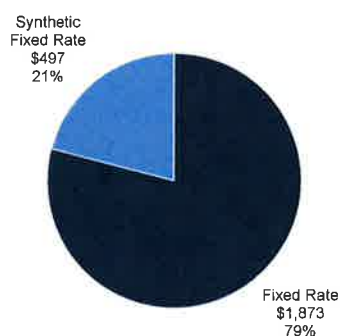
Series	Principal Outstanding	Debt Type	Coupon (Outstanding)	Maturity Range (Outstanding)	Call Date		Use of Proceeds
2012A	\$53,815,000	Private Fixed Rate	N/A	2018-2025	-	N/A	Current Refunding
\$53,815,000							

- On July 2015, CFX issued \$193.7 million of BANs due January 1, 2019 and callable on or after January 1, 2018, which will be refinanced with its TIFIA Loan

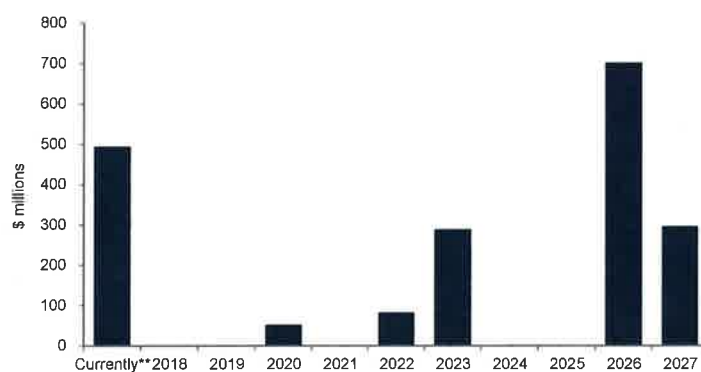
Source: Series 2017 Official Statement.

CFX's Debt Structure

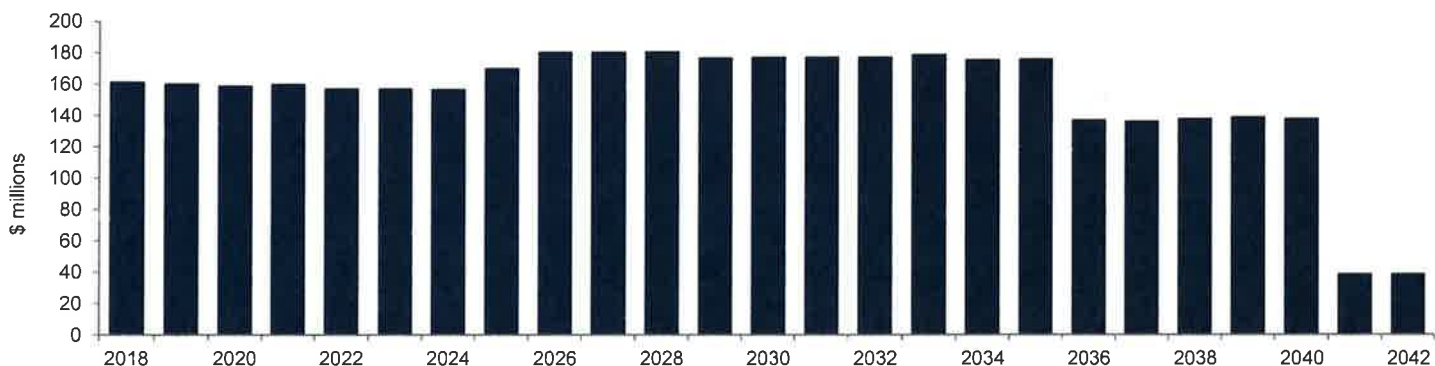
Breakdown by Coupon Type (\$MM)*



Call Schedule



Annual Debt Service Requirements***



*Excludes BANs and Junior Lien Bonds.

**Note: Bonds are synthetically fixed.

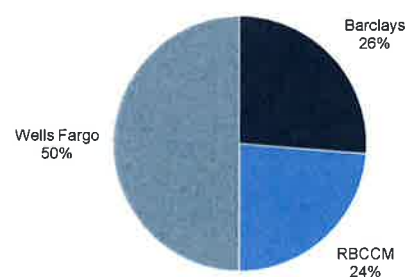
***Source: Series 2017 Official Statement. Excludes the Series 2012A Bonds, Series 2015 BANs, and TIFIA Loan.

CFX's Series 2008B Bonds

Underlying Bond Summary

Series	Outstanding Principal	Call Date	Mandatory Tender Date	Final Maturity	Rate	Bond Type	Direct Purchaser
2008B-1	\$130,535,000	Any Business Day	05/07/2020	7/1/2040	SIFMA + 60.0bp	Private FRN	Barclays
2008B-2	118,020,000	Any Business Day	07/30/2018	7/1/2040	SIFMA + 58.0bp	Private FRN	RBCCM
2008B-3	149,200,000	Any Business Day	09/02/2019	7/1/2040	SIFMA + 53.5bp	Private FRN	Wells Fargo
2008B-4	99,475,000	Any Business Day	09/02/2019	7/1/2040	SIFMA + 53.5bp	Private FRN	Wells Fargo
Total	\$497,230,000						

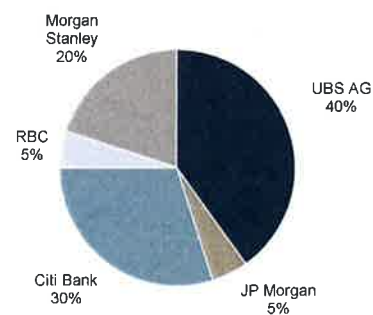
Breakdown by Credit Provider



Swap Summary

Year of Swap Agreement	Notional Amount	Bond/Swap Termination Date	Payable Swap Rate	Variable Receivable Swap Rate	Counterparty
2004	\$198,892,000	7/1/2040	4.7753%	SIFMA	UBS AG
2004	149,192,000	7/1/2040	4.7753%	SIFMA	Citi Bank
2004	99,446,000	7/1/2040	4.7753%	SIFMA	Morgan Stanley
2004	24,850,000	7/1/2040	4.7753%	SIFMA	RBC
2004	24,850,000	7/1/2040	4.7753%	SIFMA	JP Morgan
Total	\$497,230,000				

Breakdown by Swap Counterparty



Source: 2017 CAFR.

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**CONSENT AGENDA ITEM
#19**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: June 21, 2018

SUBJECT: Authorization to Advertise for Request for Proposals for
Cost to Collect Analysis
Contract No. 001352

Board authorization is requested to advertise for Request for Proposals from qualified firms to perform an analysis of CFX's cost to collect a toll transaction. Services will include providing a detailed report of CFX's current toll rate structures and the associated costs to collect.


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

Reviewed by:


Lisa Lombard
Chief Financial Officer

**CONSENT AGENDA ITEM
#20**

Memorandum

TO: CFX Board Members
FROM: Phillip Fretwell, Managing Director, Protiviti

DATE: June 20, 2018
SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on June 20, 2018.

1. Ethics Policy Compliance Audit
2. Tolling System Replacement Review Phase III Vulnerability Scanning
3. IT General Controls Review
4. Pay By Plate Audit (Toll Violations and Wekiva Parkway Cashless Toll Revenue Audits)
5. Fiscal 2019 Internal Audit Plan

Reviewed by:



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Ethics Policy Compliance Review

January 31, 2018

TABLE OF CONTENTS



- 3 Executive Summary**
- 5 Detailed Observations**

EXECUTIVE SUMMARY



Overview

The Central Florida Expressway Authority ("CFX") operates for the benefit of the public. As such, CFX strives to conduct business in accordance with the highest standard of ethics. The CFX Code of Ethics governs board members, committee members, employees, and consultants in the performance of their duties and obligations to CFX and serves as the standard for official conduct.

As part of a three year audit cycle outlined in the 2018 Internal Audit Plan, Internal Audit has completed a review of CFX's compliance with the Code of Ethics. Internal Audit last reviewed the compliance with the Code of Ethics in March 2015.

Subsequent to the March 2015 review, the Code of Ethics was modified in December 2015 to enact the Code of Ethics of Florida Statutes, Chapter 112, Part 3, the political activity standards of Florida Statutes, Section 104.31, and the ethical standards of Florida Statutes, Section 348.753. Additionally, the Code of Ethics was further modified in April 2018 to prohibit consultants from holding conflicting employment or contractual relationships. The April 2018 modification was enacted after the period under audit, which covered January 1, 2016 through January 31, 2018. Therefore, these changes were out of scope for this audit.



Objectives, Scope, and Approach

The objectives of this audit were to (1) review CFX's ethics compliance process and related monitoring controls for design and operating effectiveness, and (2) assess CFX board and committee member, employee, and consultant compliance with the Code of Ethics.

The Ethics Policy Compliance Review was performed using the following approach:

1. Conducted interviews with CFX management regarding policy, applicable Florida Statutes, procedures, key personnel, and compliance reporting;
2. Reviewed the Code of Ethics and the following Florida Statutes to identify compliance requirements:
 - a) Chapter 112, Part III,
 - b) Section 348.753, and
 - c) Section 104.31;
3. Evaluated CFX's process for monitoring compliance with the Code of Ethics by evaluating the following processes:
 - a) Communication and Awareness,
 - b) Training and Reinforcement,
 - c) Change Management,
 - d) Potential Conflict and Financial Disclosure Monitoring, and
 - e) Penalties and Enforcement;

EXECUTIVE SUMMARY



Objectives, Scope, and Approach (continued)

4. For the period January 1, 2016 through January 31, 2018, assessed CFX board and committee member, employee, and consultant compliance with the Code of Ethics; and
5. Identified opportunities to enhance CFX's ethics compliance management process and controls.



Summary of Results

Internal Audit evaluated CFX's ethics compliance management processes, internal controls, and the related design and operating effectiveness of the controls based on the requirements of the Code of Ethics and the applicable Florida Statutes. Two opportunities were identified that, if implemented, will strengthen CFX's overall ethics compliance management and internal control environment. The table below provides an overview of the areas reviewed and the opportunities identified.

Area	Procedures Performed	Observation	Observation #
Communication and Awareness	<ul style="list-style-type: none"> ✓ Evaluated the efficiency and effectiveness of communication to internal and external parties regarding ethics requirements ✓ Evaluated the operational effectiveness of the process to obtain internal and external party acknowledgement of the Code of Ethics 	Code of Ethics Communication	2
Training and Reinforcement	✓ Evaluated Board, Committee, employee, and consultant compliance with training and disclosure requirements	-	-
Change Management	✓ Evaluated the process to communicate Code updates and changes	-	-
Potential Conflict and Financial Disclosure Monitoring	✓ Reviewed the process for reporting and monitoring ethics concerns and alleged violations	-	-
Penalties and Enforcement	✓ Evaluated penalty and enforcement procedures for noncompliance	Disclosure Requirements	1

DETAILED OBSERVATIONS

DETAILED OBSERVATIONS

Observation 1 – Potential Conflict Disclosure Requirements

Relative Priority: **Moderate**



Observation

All CFX employees, board members, committee members, and consultants are required to complete and submit a Potential Conflict Disclosure Form at the beginning of a relationship with CFX and to update the forms annually (or as needed in accordance with any changes to the party's circumstances). Each party completes the form to acknowledge receipt of the CFX Code of Ethics and to disclose any relationships, lobbyists, or property interests that could potentially create a prohibited conflict of interest. In addition, employees certify that the annual ethics training has been completed. Potential Conflict Disclosure Forms are to be completed, signed, and submitted prior to July 1st of each fiscal year.

For fiscal year 2017, there were 177 Potential Conflict Disclosure Forms required to be completed: 74 employees, 10 board members, 31 committee members, and 62 consultants. Of the 177 required disclosure forms, 15 forms were not received from 14 consultants and 1 Right of Way Committee alternate. CFX was aware of the non-compliance prior to the audit and followed up with each party, but was unable to obtain the Potential Conflict Disclosure Forms.

Internal Audit selected 53 of the 162 Potential Conflict Disclosure Forms that were submitted for detailed testing and identified the following instances of noncompliance:

- Three consultants responded "No" to the acknowledgement and acceptance of the CFX Code of Ethics;
- Two consultants completed an outdated form that did not contain an acknowledgement and acceptance of the CFX Code of Ethics; and
- One consultant submitted an incomplete Potential Conflict Disclosure Form.

Root cause

The protocols to respond to and escalate discussion around non-compliant consultants are not clearly defined.

Additionally, CFX's review of completed Potential Conflict Disclosure Forms does not entail a formal process that would certify that forms returned have been completed using the most current version of the disclosure form, that all applicable questions have been answered, and that responses are appropriate.

DETAILED OBSERVATIONS

Observation 1 – Potential Conflict Disclosure Requirements (continued)

Relative Priority: **Moderate**



Recommendation

1. CFX should develop formal, written procedures to define:
 - a) Ethics compliance management roles and responsibilities;
 - b) Consultants required to complete disclosure forms;
 - c) Follow-up and escalation procedures for non-compliant parties;
 - d) The reporting of non-compliance to the Ethics Officer; and
 - e) Certification by the Ethics Officer that disclosure forms have been received and reviewed, and that appropriate follow-up procedures were performed as necessary.
2. An opportunity exists to improve the efficiency and effectiveness of the Potential Conflict Disclosure Form collection and review process. To aid in monitoring the completeness and accuracy of Form submissions, CFX should consider the costs and benefits of developing an online portal for consultants to complete and submit the disclosure form. The online form could be created to include automated rejections for incomplete responses and an automatic “flag” of inappropriate responses for CFX review. Additionally, CFX should explore options to simplify the format of questions and clarify that responses should only address those within the consultants’ organizations directly associated with the CFX contract.

In the interim, CFX should enhance the precision of the current review process to include verification that forms returned have been completed using the most current version of the form, that all applicable questions have been answered, and that responses are appropriate.

Management Response

Management concurs.

DETAILED OBSERVATIONS

Observation 1 – Potential Conflict Disclosure Requirements (continued)

Relative Priority: **Moderate**



Management Action Plan

1. CFX will develop formal, written procedures to outline ethics compliance management roles and responsibilities, consultants required to complete required disclosure forms, follow-up and escalation procedures for non-compliant parties, reporting to the Ethics Officer, and timely certification by the Ethics Officer that disclosure forms have been received and reviewed and that follow-up procedures were performed as necessary for non-compliant parties.
2. Management will consider developing an online Potential Conflict Disclosure Form within the Procurement Portal. In the meantime, CFX will enhance the precision of the review to identify incomplete forms and inappropriate responses, and explore options to simplify the format of questions such as clarifying that responses should only address those within the consultants' organizations directly associated with the CFX contract.

Action Plan Owner / Due Date

Joe Passiatore, General Counsel / 8/31/2018; Lisa Lombard, CFO / 9/30/2018

DETAILED OBSERVATIONS

Observation 2 – Communication and Awareness

Relative Priority: **Low**



Observation

The CFX Code of Ethics is posted on the CFX website within the Investor Relations and Legal pages. At the time of audit, the Legal page contained an outdated version of the Code of Ethics approved in March 2015. The current Code of Ethics was adopted by the Board in December 2015.

Root Cause

Modifications to the CFX website are not managed by one department. In addition, there is no formal procedure or process for the periodic review of the accuracy of information posted to the website.

Recommendation

1. CFX should replace the Code of Ethics on the Legal page of the website with the most current version.
2. To enhance future version control and change management procedures around information on the CFX website, CFX should streamline the process of adding or updating information on the CFX website by limiting access to modify the website to the CFX communications department. Website modifications should be submitted to the communications department, with the appropriate level of approval from the applicable department.
3. Quarterly, the communications department should coordinate with department leads to confirm relevant, current information is on the website and to review and verify the accuracy of the information published.

DETAILED OBSERVATIONS

Observation 2 – Communication and Awareness (continued)



Management Response

Management concurs.

Management Action Plan

1. CFX has updated the Code of Ethics published with the Legal page of the CFX website.
2. The communications department will review the website user access rights and create a formal procedure for requesting and updating information published on the website.
3. CFX will implement an annual review of all information, policies, and communications posted to the website. The Communications Manager will coordinate with department heads to verify that the external website contains the most up-to-date information.

Action Plan Owner / Due Date

Angela Melton, Communications Manager / 9/30/2018

Face the Future with Confidence

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protiviti[®]

**Central Florida Expressway Authority
Toll System Replacement / Change Management Audit
Vulnerability Scanning Results Memo – April 2018**

Memo Description:

This memo provides a summary of the vulnerability scans conducted for Phase II of the Toll System Replacement ("TSR") / Change Management Audit.

Objectives:

In accordance with CFX's 2018 Internal Audit ("IA") Plan, IA performed vulnerability scans to attempt to determine if vulnerabilities existed on systems planned to support the new tolling system. Vulnerabilities are weaknesses on systems such as missing patches, outdated software, or insecure configurations.

Scope and Approach:

As part of this review, IA reviewed documentation regarding the systems planned to support the new tolling system. The systems supporting four (4) locations were ready to be scanned within Fiscal Year 2018. These systems were:

- Boggy Creek Mainline – 11 systems
- Pine Hills Mainline – 11 systems
- Conway Mainline – 12 systems
- Shingle Creek Mainline – 13 systems

Results:

Across the four (4) groups of systems, there were 10 Critical vulnerabilities and one (1) High vulnerability, in addition to other Medium and Low vulnerabilities. IA suggested the Critical and High vulnerabilities be remediated prior to deploying the systems into the CFX environment. Transcore remediated the Critical and High vulnerabilities during fieldwork. IA conducted rescans to confirm vulnerabilities had been remediated.

Information Technology General Controls Review

Central Florida Expressway Authority

May 25th 2018

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I. Executive Summary 1

II. Scope and Approach 2

I. Executive Summary

Overview

This report represents the results of the Information Technology ("IT") General Controls Review conducted by Internal Audit ("IA") for the Central Florida Expressway Authority ("CFX"). IA reviewed the IT general controls in place for five (5) non-Payment Card Industry ("PCI") applications, including EDEN, VES, iMars, InfoView, and the CFX FTP site.

Summary of Observations

Four (4) observations were identified during this review. The observations were related to these areas:

- User reviews
- User authentication
- System accounts
- Job history

II. Scope and Approach

Scope

IA reviewed key processes and controls over five (5) non-PCI applications, including EDEN, VES, iMars, InfoView, and the CFX FTP site. IT General Controls were tested as a part of this review in order to assess each application's control structure. These applications were chosen based on their function and criticality within the environment as determined by CFX IT personnel.

Approach

IA's approach to performing the IT General Controls review includes assessing the following areas:

- Logical Access (password parameters, user access reviews)
- Change Management (segregation of duties, change approvals and testing evidence)
- Computer Operations (backups, batch job monitoring)
- Physical Security (datacenter access)
- Security Administration (IT policies and procedures, access provisioning process)
- IT Organization (documentation of roles and responsibilities)

IA reviewed the five (5) applications described above for potential issues related to these areas.



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

*Pay By Plate Audit

April 27, 2018

*This Pay By Plate Audit report reflects the combined output of the Toll Violations and the Wekiva Parkway Cashless Toll Revenue Audits that were separately approved as part of the 2018 Internal Audit Plan

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- 3 Executive Summary**
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EXECUTIVE SUMMARY



Overview

The Central Florida Expressway Authority (“CFX”) has 118 centerline miles, 815 lane miles (including ramps), and 14 mainline toll plazas and 64 ramp toll plazas across its five major roadways. Each of the main toll plazas offer electronic toll collections, cash toll collections through manned lanes, or automatic coin machines.

In March 2018, CFX opened the Wekiva Parkway, the first expressway on the CFX system to feature All Electronic Tolling. With no toll plazas on the parkway, travelers can either pay automatically using an electronic tolling transponder or pay later using CFX’s Pay By Plate process. Pay By Plate customers are issued an invoice by mail and may pay the invoice online, by mail, over the phone, or in person at the E-PASS Customer Service Center.

CFX engaged Egis Projects, Inc. (“Egis”), a third party contractor, to manage Pay By Plate license image reviews, Pay By Plate invoicing, and to support the customer contact center. CFX Toll Operations manages the Egis contract and provides management oversight for the Pay By Plate program.

Internal Audit conducted a review of CFX’s processes and technology in place to manage Pay By Plate program. This Pay By Plate Audit report reflects the combined output of the Toll Violations and the Wekiva Parkway Cashless Toll Revenue Audits that were separately approved as part of the 2018 Internal Audit Plan.



Objectives, Scope, and Approach

The objective of this audit was to evaluate the completeness and accuracy of revenue captured for Pay By Plate transactions, including the capture of license plate images, invoice and citation processing, cash collection, and financial reporting.

To execute this audit, Internal Audit performed the following procedures:

Phase I – Processes and Controls Walkthrough

Internal Audit analyzed the current state of CFX’s Pay By Plate processes, supporting technology, and related internal controls surrounding the capture, billing, collection, and recording of revenue related to Pay By Plate transactions. The following activities were performed to evaluate the design effectiveness of key internal controls:

- Reviewed CFX’s written processes, procedures, and business rules;
- Interviewed CFX personnel, including members of the Information Technology (IT), Operations, and Accounting and Finance departments;
- Performed walkthroughs of the Pay By Plate process and key internal controls; and
- Evaluated the design of those key internal controls and identified control gaps.

EXECUTIVE SUMMARY



Objectives, Scope, and Approach (continued)

Phase II – Detailed Internal Control Testing

For the testing period of October 2017, there were approximately 3.5 million Pay By Plate transactions. Internal Audit performed detailed testing procedures on a sample basis to evaluate the operating effectiveness of the key internal controls surrounding the following risk areas:

- Accuracy of matching plate images to corresponding driver information;
- Completeness, accuracy, and timeliness of Pay By Plate invoicing;
- Completeness and timeliness of follow-up procedures for Pay By Plate invoices not resolved within the deadline;
- Completeness of Uniform Traffic Citations (“UTCs”) issued to habitual toll violators or motorists who repeatedly avoid CFX’s Violation Enforcement System;
- Accuracy of the look-up and processing of out-of-state tags;
- Completeness of invoice payments and revenue recorded; and
- Pay By Plate invoices and customer accounts adjustment.

Phase III – IT Systems Review

Internal Audit reviewed the change management, logical security, and operations controls on the following information technology applications that support the revenue capture for Pay By Plate transactions:

- TRIMS (Toll Revenue Integrated Management System)
- VES (Violation Enforcement System)

Wekiva Parkway only:

- Infinity Digital Lane System (The software used to compile all toll plaza activities)
- Q-Free (The system used to review the license plate images)

A detailed review of the supporting systems was out of scope for this review.

EXECUTIVE SUMMARY



Summary of Results

Internal Audit evaluated CFX's Pay By Plate processes, key internal controls, and the related design and operating effectiveness of those controls. Five opportunities were identified that, if implemented, will strengthen CFX's Pay By Plate management processes and internal control environment. The table below provides an overview of the areas reviewed and the opportunities identified.

Area	Observation	Observation #
Pay By Plate Program Monitoring	Pay By Plate Program Management Procedures	2
License Plate Recognition	N/A	N/A
Pay By Plate Invoicing	N/A	N/A
Outstanding Invoice Follow-Up	N/A	N/A
Uniform Traffic Citation (UTC) Issuance	N/A	N/A
Lookup and Processing of Out-of-State Tags	N/A	N/A
Cash Collection and Revenue Recognition	N/A	N/A
Customer Account Adjustments	N/A	N/A
Information Technology General Controls	Q-Free Reporting Capabilities	1
	User Access Reviews	3
	User Accounts	4
	Backup Job and Batch Job History	5

DETAILED OBSERVATIONS

DETAILED OBSERVATIONS

Observation 1 – Q-Free Reporting Capabilities

Relative Priority: Moderate



Observation

CFX utilizes the Q-Free system to process travelers' license plate images on the Wekiva Parkway. Based on criteria within Q-Free, transactions may be sent to a queue for a manual double blind review to be performed by the Violation Enforcement System (VES) Image Review Clerks. The VES Image Review Clerks independently determine the registration number, jurisdiction, and pertinent vehicle information for each transaction.

While CFX Information Technology could identify transactions captured by the Q-Free system, at the time of the audit CFX was unable to generate reports that provided data on the percentage of transaction that were fully automated and those that required manual reviews by VES Image Review Clerks. Additionally, reports detailing VES Image Review Clerks discrepancies were not available.

Reporting capabilities, particularly at the detailed transaction level, are essential for management to analyze the accuracy rate of the Q-Free system, relevant trends in the data, VES Image Review Clerks error rates, and potential staffing needs.

Root Cause

Due to the proprietary nature and recent installation of the Q-Free software, CFX is still gaining an understanding of the image review system's reporting capabilities.

Recommendation

CFX should discuss required reporting capabilities with TransCore and establish a process to generate reports with the data needed to adequately monitor the Pay By Plate program.

DETAILED OBSERVATIONS

Observation 1 – Q-Free Reporting Capabilities (continued)

Relative Priority: **Moderate**



Management Response

Management concurs.

Management Action Plan

TransCore is in the process of refining the imagine processing system reports that provide the data required to monitor the accuracy of the Q-Free system and VES Image Review Clerk blind reviews. Once the reports are finalized Toll Operations will incorporate the review of these reports into the department’s monitoring procedures noted in observation 2.

Action Plan Owner / Due Date

Joann Chizlett, Director of Special Projects, and David Wynne, Director of Toll Operations / December 31, 2018

DETAILED OBSERVATIONS

Observation 2 – Pay By Plate Program Management Procedures

Relative Priority: **Moderate**



Observation

The Pay By Plate program review and monitoring internal controls are undocumented and not clearly defined. Internal Audit identified the following instances in which the review and monitoring controls are not designed effectively:

1. At the request of the Manager of VES and Special Projects, Egis generates a Uniform Traffic Citation (UTC) report of all unpaid Pay By Plate invoices by vehicle that meet the parameters provided by the Manager of VES and Special Projects. The UTC report must be reviewed and approved by the Manager of VES and Special Projects and either the Director of Toll Operations or Manager of E-PASS and Plaza Operations. Additionally, the report must be signed by both Toll Enforcement Officers (TEOs), as a TEO is required to attend court proceedings if a CFX customer chooses to dispute a citation.

In October 2017, the UTC report was generated once for one set of parameters and contained approximately 4,000 records. There is no formal procedures that defines standardized parameters for the UTC report and no formal schedule that rotates when records from each set of parameters are reviewed. In addition, the criteria for deciding whether to issue a UTC is subjective and there is no formal guidelines for making the determination.

2. Monthly, a report of all customer toll transaction voids and waivers is provided to the Manager of VES and Special Projects for review. However, the review of the report is not documented and there is no formal procedures that define the objective of the review, such as reviewing for inappropriate trends or the reasonableness of the customer voids and waivers.

Root Cause

There are no formal written process and procedures for the management of the Pay By Plate program.

DETAILED OBSERVATIONS

Observation 2 – Pay By Plate Management Procedures (continued)

Relative Priority: Moderate



Recommendation

1. CFX should develop formal written process and procedures that clearly document the Pay By Plate review and monitoring process. Written procedures are an integral component of each business process within an operating environment, provide guidance in the pursuit of achieving the objectives, help reduce misunderstanding, and increase distribution of pertinent information to those involved in the process. The written procedures should include:
 - a) Internal standards for managing the Pay By Plate program, including the following:
 - i. Standardized parameters and a review schedule for the UTC report; and
 - ii. Monthly reviews of Q-Free performance reports, VES Image Review Clerks performance reports, invoice quantity trends, and other pertinent reports.
 - b) Role and responsibilities within the department and those of the third party vendor; and
 - c) Documentation requirements for the execution of the key controls.

Once developed, CFX should review and update the Pay By Plate management procedures for changes in processes on an annual basis. The Director of Toll Operations and the Manager of VES and Special Projects should approve the written policies and procedures and provide evidence of the review. The final document should also be stored on a shared site to ensure the policies and procedures are available and accessible throughout the department.

DETAILED OBSERVATIONS

Observation 2 – Pay By Plate Management Procedures (continued)

Relative Priority: **Moderate**



Management Response

Management concurs.

Management Action Plan

1. The Director of Toll Operations, the Manager of E-PASS and Plaza Operations, and the Manager of VES and Special Projects will document written policies and procedures for CFX's Pay By Plate program to address the clearly define the review and monitoring control activity. The policies and procedures will be reviewed and updated at least annually and published on SharePoint.

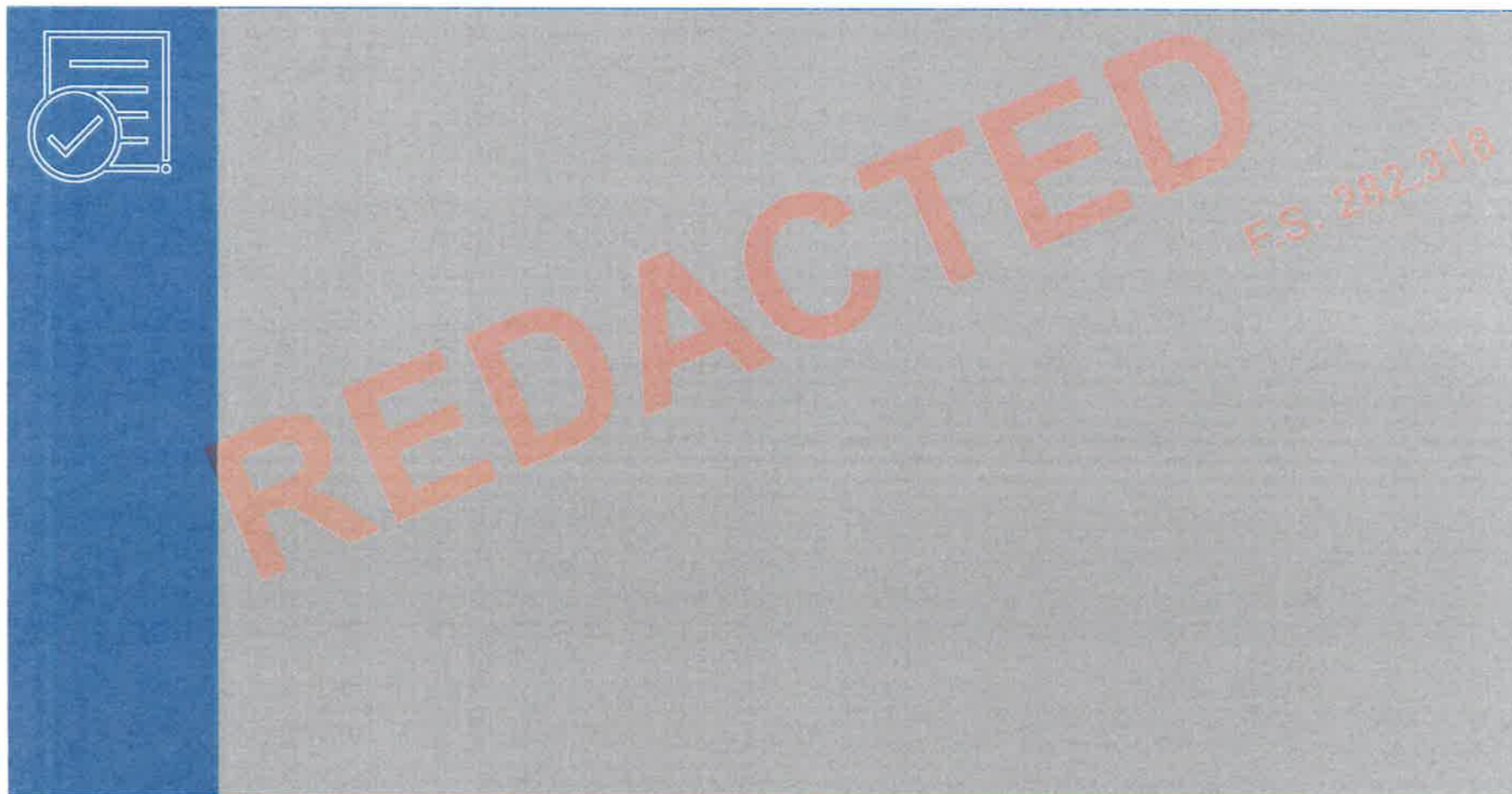
Action Plan Owner / Due Date

David Wynne, Director of Toll Operations, and Paul Schatz, Manager of VES and Special Projects / June 30, 2019

DETAILED OBSERVATIONS

Observation 3 – User Access Review

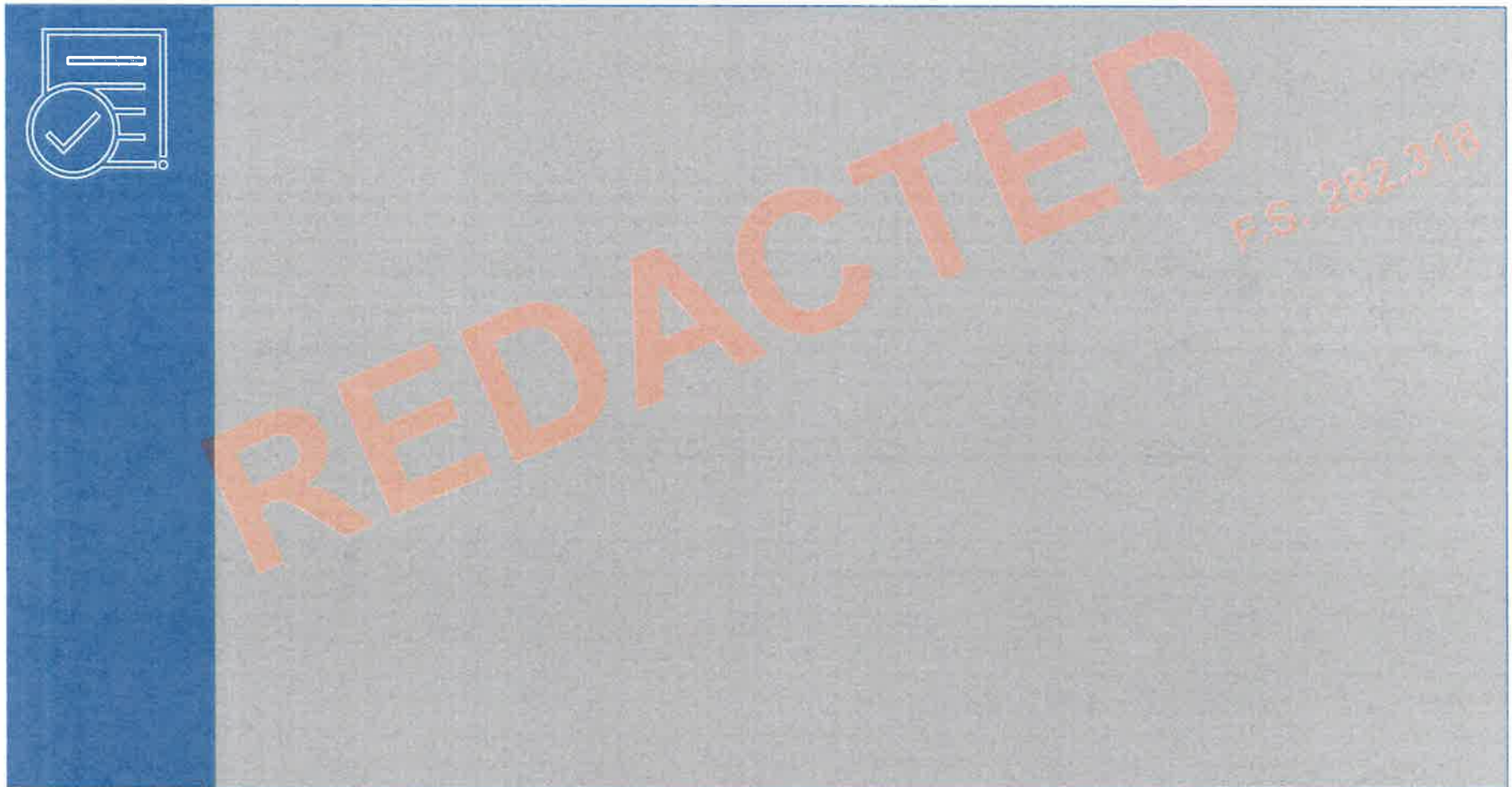
Relative Priority: **Moderate**



DETAILED OBSERVATIONS

Observation 4 – User Accounts

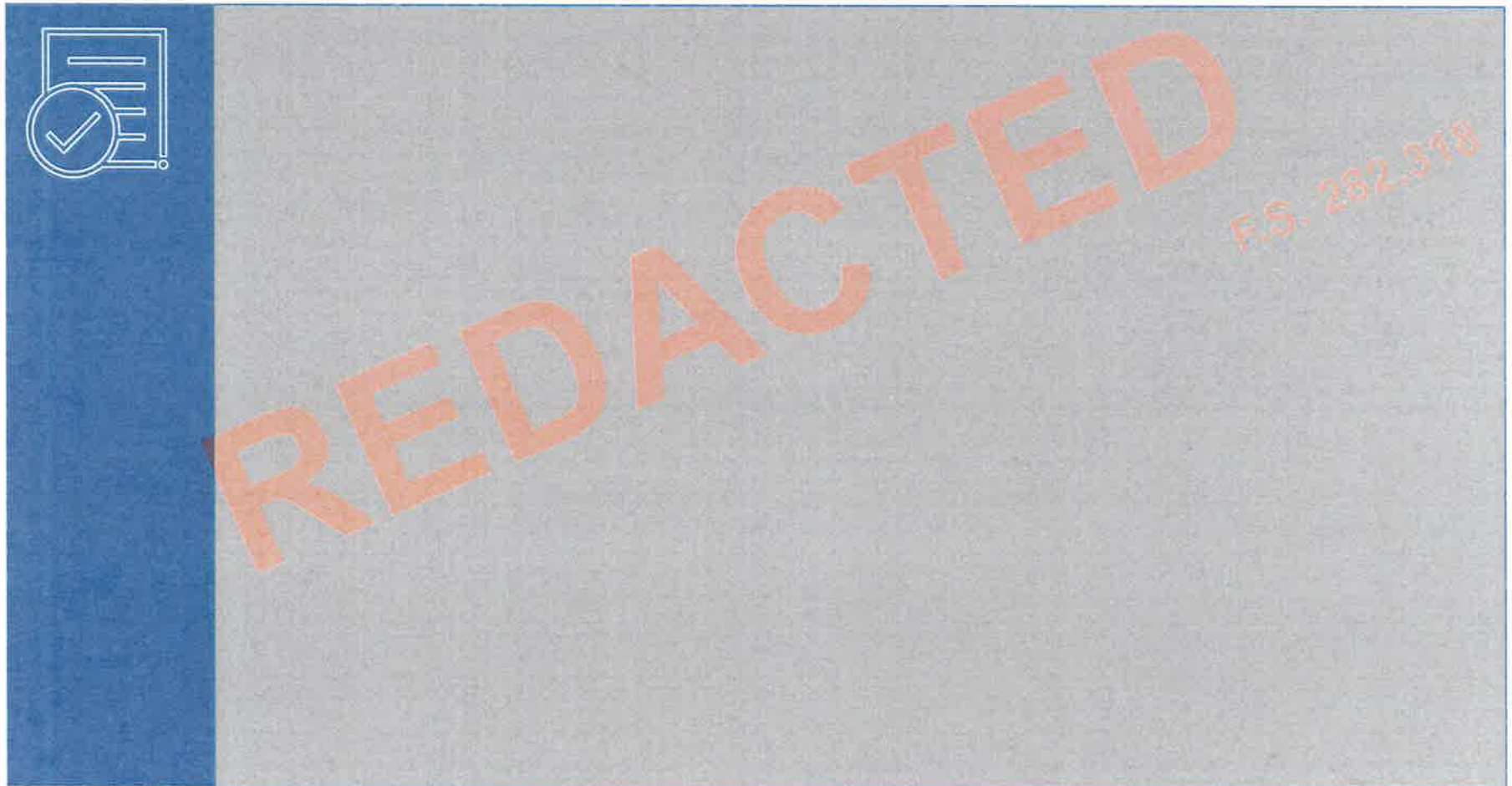
Relative Priority: **Moderate**



DETAILED OBSERVATIONS

Observation 4 – User Accounts (continued)

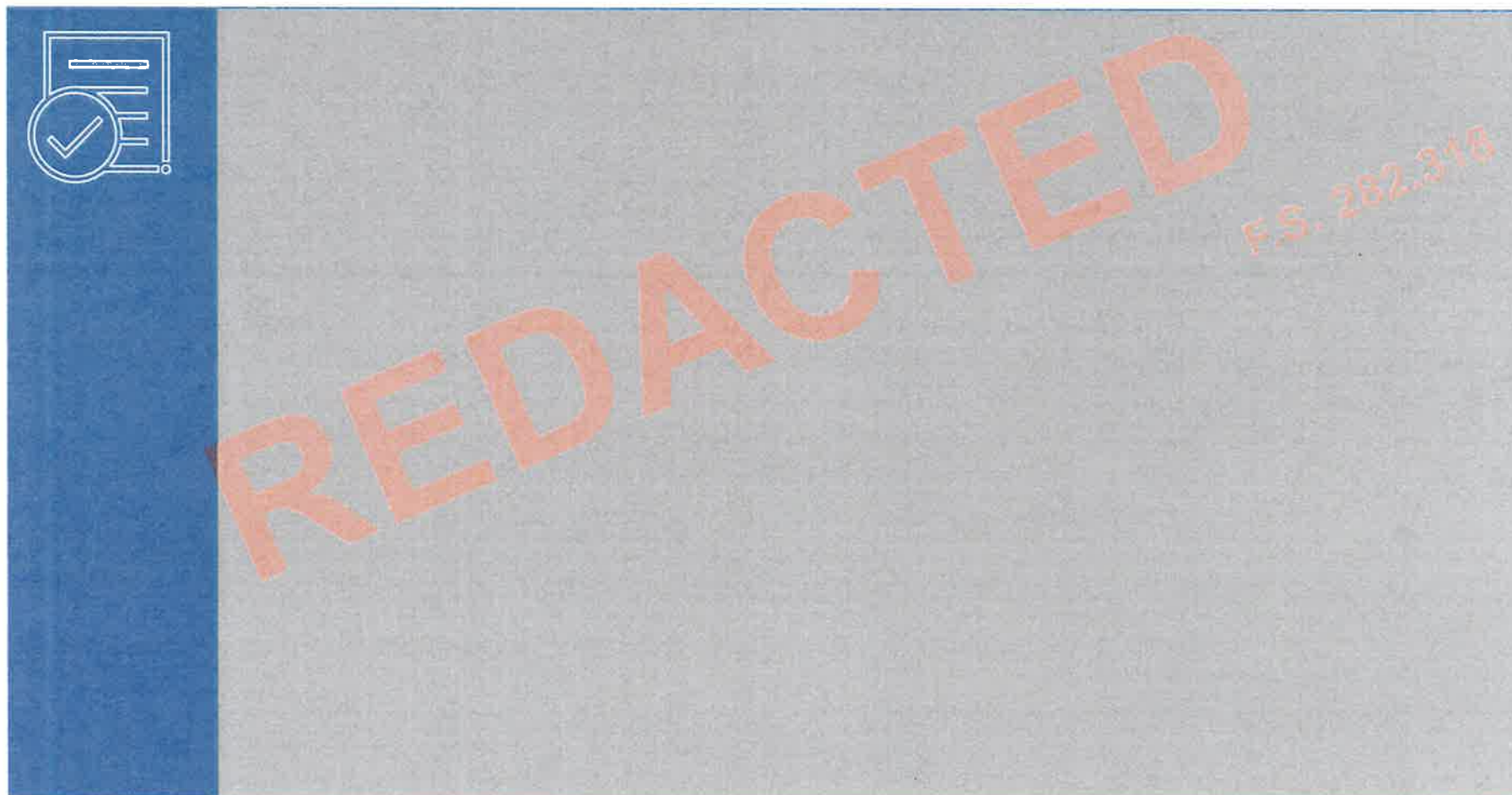
Relative Priority: **Moderate**



DETAILED OBSERVATIONS

Observation 5 – Backup Job & Batch Job History

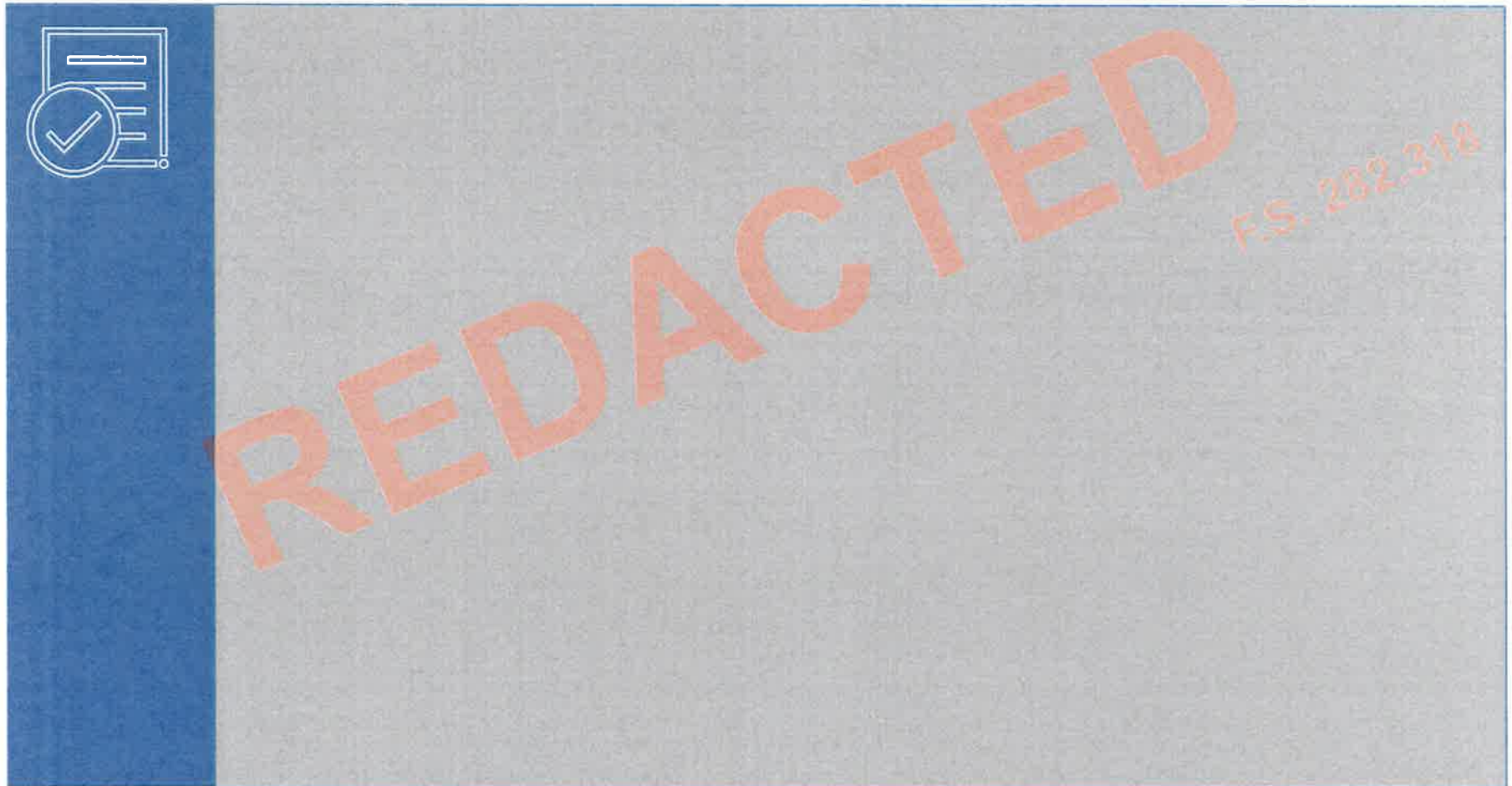
Relative Priority: **Low**



DETAILED OBSERVATIONS

Observation 5 – Backup Job & Batch Job History (continued)

Relative Priority: **Low**



Face the Future with Confidence

© 2018 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's 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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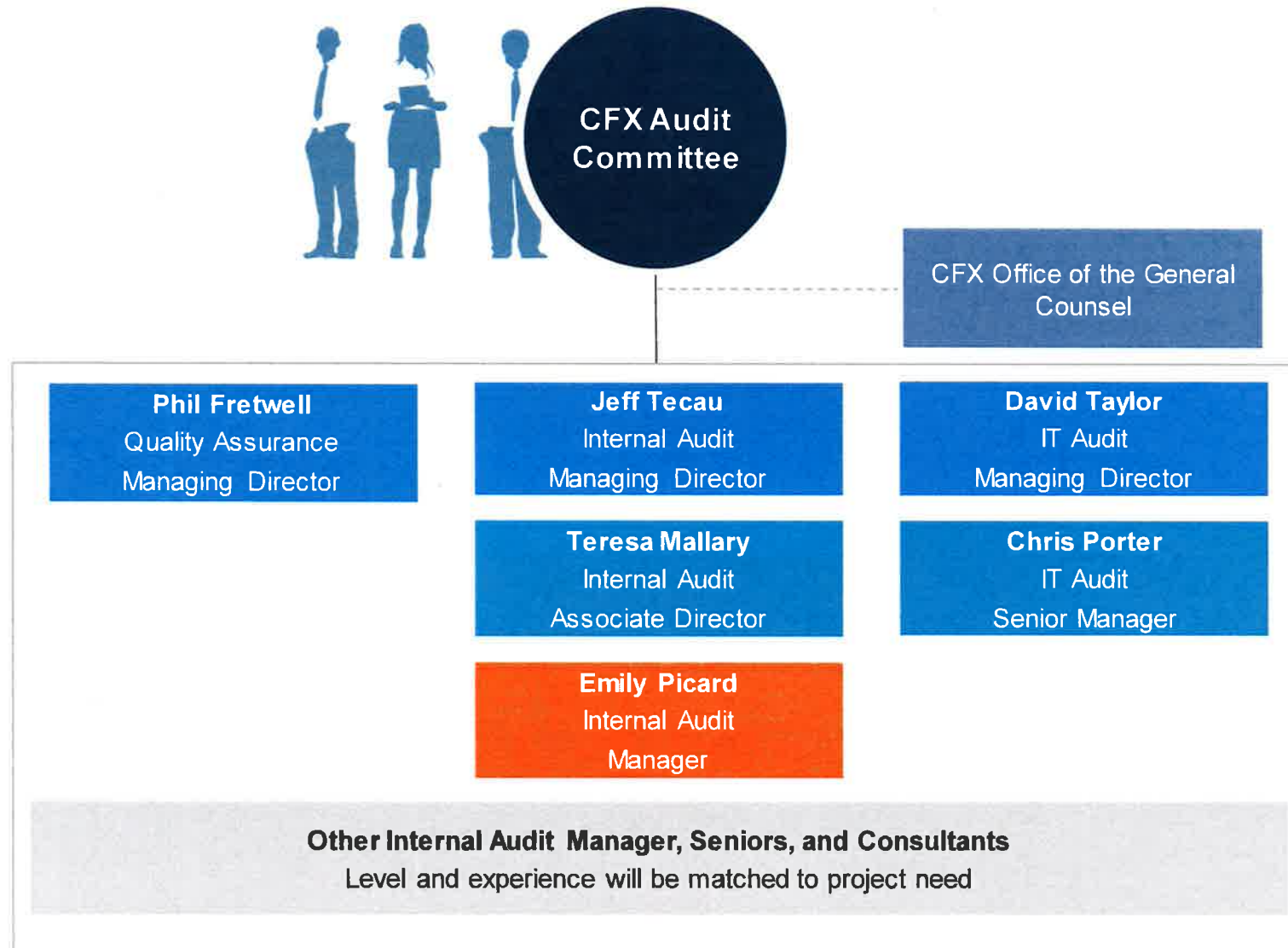


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit Plan


For the Fiscal Year Ending June 30, 2019

YOUR INTERNAL AUDIT TEAM



BACKGROUND

An annual risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2019 risk assessment is to identify and prioritize key areas of risk within CFX to consider in designing the fiscal 2019 Internal Audit plan. The approach to conduct the fiscal 2019 risk assessment and develop the fiscal 2019 Internal Audit plan is depicted below. See Appendix B for the 2019 risk assessment results.

	Identify Key Areas of Risk to be Assessed	<ul style="list-style-type: none">• Confirm and update prior year risk areas based upon review of prior year work papers, audit results, and discussions with senior management and the Board• Determine preliminary risk ratings based upon prior year results														
	Assess & Prioritize Areas of Risk	<ul style="list-style-type: none">• Conduct interviews with senior management and the Board to confirm and validate the current enterprise risk model to gain additional insight around risk trending, key changes in the organization, and key initiatives• Aggregate and compile resulting information• Provide a graphical representation of enterprise risks on a risk heat map to prioritize areas of risk														
	Select Focus Area	<ul style="list-style-type: none">• Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for fiscal year 2019• Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus														
 <table><thead><tr><th>Department</th><th>Percentage</th></tr></thead><tbody><tr><td>Planning, Administration & Meetings</td><td>11%</td></tr><tr><td>Treasury and Cash Management</td><td>22%</td></tr><tr><td>Inventory Management</td><td>23%</td></tr><tr><td>Fixed Assets</td><td>12%</td></tr><tr><td>Information Technology Security</td><td>17%</td></tr><tr><td>Dissemination / Special Projects</td><td>15%</td></tr></tbody></table>	Department	Percentage	Planning, Administration & Meetings	11%	Treasury and Cash Management	22%	Inventory Management	23%	Fixed Assets	12%	Information Technology Security	17%	Dissemination / Special Projects	15%	Develop & Approve Audit Plan	<ul style="list-style-type: none">• Establish high-level scoping statements and levels of effort for proposed projects• Finalize budget allotments and propose projects for Audit Committee approval• Finalize proposed timing for selected projects• Finalize Internal Audit plan and obtain Audit Committee approval
Department	Percentage															
Planning, Administration & Meetings	11%															
Treasury and Cash Management	22%															
Inventory Management	23%															
Fixed Assets	12%															
Information Technology Security	17%															
Dissemination / Special Projects	15%															

INTERVIEW LIST

The following 26 individuals were interviewed to gather information to develop the fiscal year 2019 Internal Audit plan:

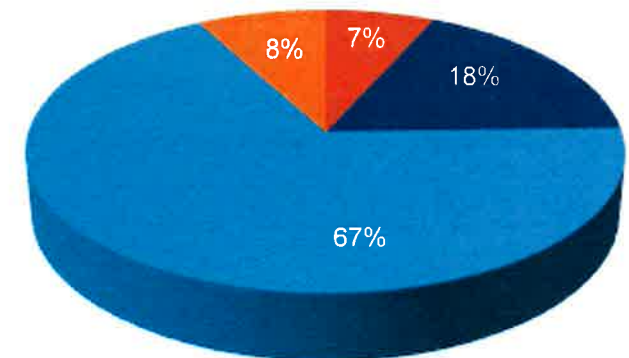
Name	Title	Name	Title
Commissioner Fred Hawkins, Jr.	Board Chairman	Joe Berenis	Chief of Infrastructure
Jay Madara	Board Vice-Chairman	Corey Quinn	Chief of Technology/Operations
Commissioner Brenda Carey	Board Treasurer	Michelle Maikisch	Chief of Staff/Public Affairs Officer
Commissioner Jim Barfield	Board Member	Joe Passiatore	General Counsel
Mayor Buddy Dyer	Board Member	Linda Lanosa	Deputy General Counsel
Andria Herr	Board Member	Joann Chizlett	Director of Special Projects
Mayor Teresa Jacobs	Board Member	David Wynne	Director of Toll Operations
Commissioner Sean Parks	Board Member	Glenn Pressimone	Director of Engineering
S. Michael Scheeringa	Board Member	Jim Greer	Director of IT
Commissioner Jennifer Thompson	Board Member	Michael Carlisle	Director of Accounting and Finance
Kaye Dover	Audit Committee Chair	Aneth Williams	Director of Procurement
Laura Kelley	Executive Director	Donald Budnovich	Director of Safety and Maintenance
Lisa Lumbard	Chief Financial Officer	Carrie Baker	Contract Compliance Analyst

THREE YEAR INTERNAL AUDIT PLAN

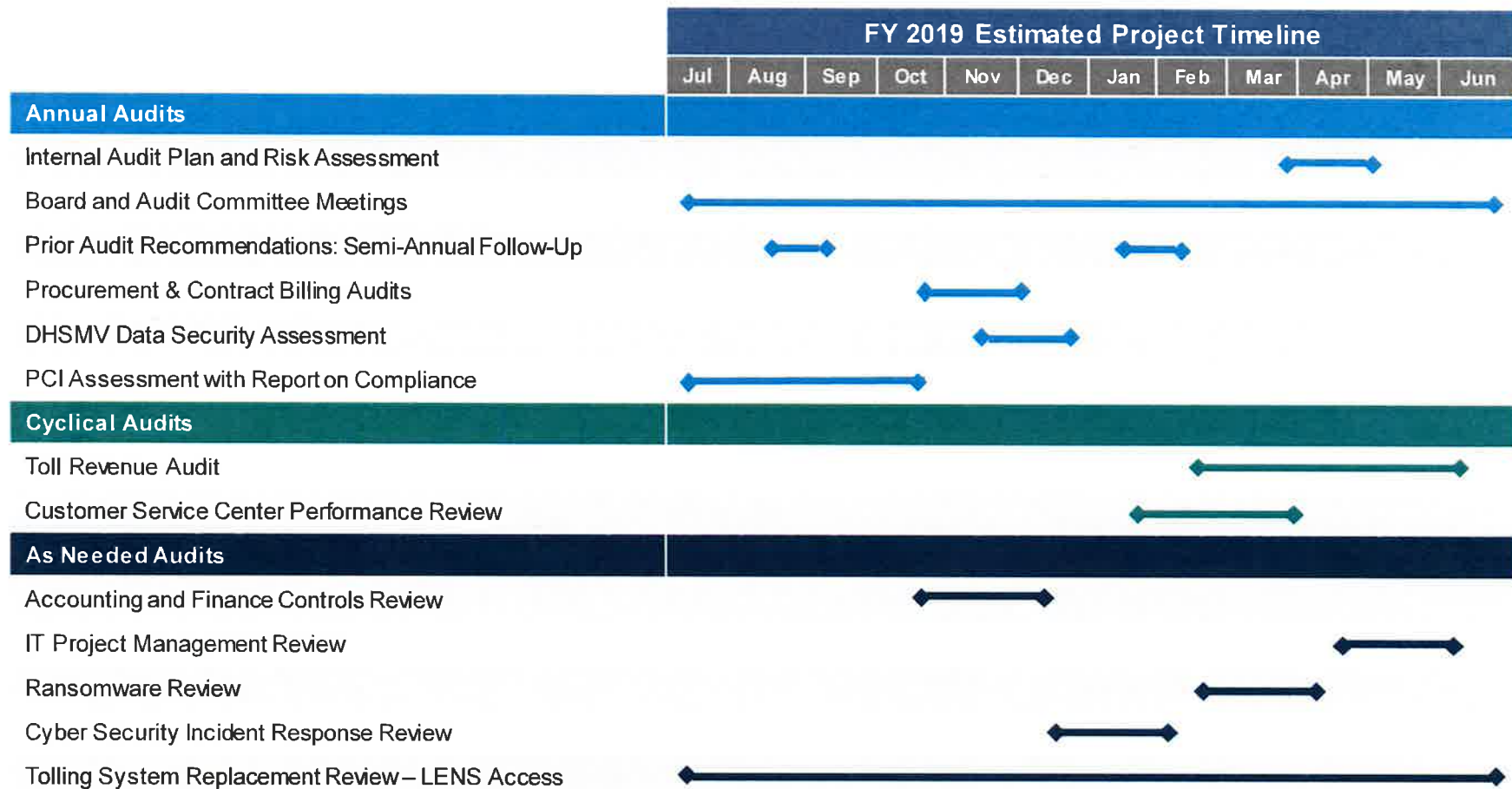
			Audit Plan Year		
Description	Frequency	Date Last Performed	2019	2020	2021
Annual Internal Audits					
Internal Audit Plan and Risk Assessment	Annual	2018	\$ 25,000	\$ 25,000	\$ 25,000
Board and Audit Committee Meetings	Annual	2018	\$ 15,000	\$ 15,000	\$ 15,000
Prior Year Recommendations: Semi-Annual Follow-up	Annual	2018	\$ 13,000	\$ 13,000	\$ 13,000
Procurement & Contract Billing Audits	Annual	2018	\$ 40,000	\$ 40,000	\$ 40,000
DHSMV Data Security Assessment	Annual	2018	\$ 25,000	\$ 25,000	\$ 25,000
PCI Assessment with Report on Compliance	Annual	2018	\$ 85,000	\$ 85,000	\$ 85,000
Contingency for Special Projects	Annual	N/A	\$ 30,000	\$ 30,000	\$ 30,000
		Total	\$ 233,000	\$ 233,000	\$ 233,000
Cyclical Audits					
Customer Service Center Performance Assessment	2 Year Cycle	2017	\$ 60,000		X
Ethics Policy Compliance Audit	3 Year Cycle	2018			X
Toll Revenue Audit	3 Year Cycle	2016	\$ 75,000		
IT General Controls Review	3 Year Cycle	2018			X
Information Security Risk Assessment - Phase II	3 Year Cycle	2018			X
Public Records Review	3 Year Cycle	2017		X	
Safety and Maintenance Policy and Procedures Compliance Audit	5 Year Cycle	2018			
Bond Financing Review	5 Year Cycle	2016			X
Business Continuity Management Review	5 Year Cycle	2017			
Purchasing Spend Data Audit	5 Year Cycle	2017			
Accounting System Access and SOD Review	5 Year Cycle	2017			
Human Resources Process Review	5 Year Cycle	2017			
Toll Violations and Toll-by-Plate Audit	5 Year Cycle	2018			
COSO 2013 Governance Review	5 Year Cycle	2015		X	
Right of Way Audit	5 Year Cycle	2016			X
P-Card and Gas Card Audit	5 Year Cycle	N/A		X	
As Needed Audits					
Accounting and Financial Controls Review	As Needed	N/A	\$ 60,000		
IT Project Management Review	As Needed	N/A	\$ 46,000		
Ransomware Review	As Needed	N/A	\$ 35,000		
Cyber Security Incident Response Review	As Needed	N/A	\$ 35,000		
Tolling System Replacement Review - LENS Access	As Needed	2018 - Phase II	\$ 20,000		
Marketing Retail Transponder Sales Review	As Needed	N/A		X	
Social Media Process Review	As Needed	N/A		X	
ISO 27001 Information Security Review	As Needed	N/A		X	
Sensitive Data / Data Management Review	As Needed	2014			
Vendor Risk Management	As Needed	2017			
		Grand Total	\$ 564,000		

FY 2019 INTERNAL AUDIT COVERAGE

Strategic & Governance	Budget Allocation	Frequency
• Fiscal 2020 Internal Audit Plan and Risk Assessment	\$25,000	Annual
• Prior Audit Recommendations: Semi-Annual Follow-up	\$13,000	Annual
Financial		
• Procurement & Contract Billing Audits	\$40,000	Annual
• Accounting and Financial Controls Review	\$60,000	As Needed
Operations & IT		
• DHSMV Data Security Assessment	\$25,000	Annual
• PCI Assessment with Report on Compliance	\$85,000	Annual
• Customer Service Center Performance Assessment	\$60,000	2 Year Cycle
• Toll Revenue Audit	\$75,000	3 Year Cycle
• Ransomware Review	\$35,000	As Needed
• Cyber Security Incident Response Review	\$35,000	As Needed
• IT Project Management Review	\$46,000	As Needed
• Tolling System Replacement Review – LENS Access	\$20,000	As Needed
Other		
• Board and Audit Committee Meetings	\$15,000	Annual
• Contingency for Special Projects	\$30,000	Annual
Total Internal Audit Budget	\$564,000	



INTERNAL AUDIT TIMELINE



FY 2019 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks	Estimated Cost
1	Internal Audit Plan and Risk Assessment	We will conduct a risk assessment to highlight the Expressway Authority's current year risk profile, to identify risk trends, and to form the foundation for the fiscal year 2020 Internal Audit Plan. In addition, we will conduct the annual review of the completeness of the fraud risk universe and annual refresh of the fraud risk assessment. The information and findings will be utilized to develop the 2020 Internal Audit plan, with a focus on addressing opportunities identified during the risk assessment process.	Strategic Planning Fraud Governance	\$25,000
2	Board and Audit Committee Meetings	Protiviti will attend Board meetings and prepare for and present at all Audit Committee meetings during fiscal year 2019. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings.	Governance	\$15,000
3	Prior Audit Recommendations: Semi-Annual Follow-up	This work will focus on semi-annual follow-up on the status of all OPEN action plans from prior year audits. In addition, internal audit will consider re-auditing closed recommendations for selected areas from prior year audits as requested by management or the Audit Committee.	Governance	\$13,000
4	Procurement & Contract Billing Audits	This audit will encompass a selection of 2 or 3 engineering, construction, maintenance, operations, or legal contracts, with the objective of verifying internal controls are in place to ensure work performed for CFX has been billed in accordance with contractual terms and conditions. The work will include testing pricing and hours worked for accuracy and validity, testing invoice approvals, testing vendor compliance with other contractual obligations, using data analytics to identify high risk vendors and/or change orders, and trending key spend data and other data points for management review and consideration.	Contract Management Contract Performance Reporting Cost Containment Procurement and Vendor Selection	\$40,000
5	DHSMV Data Security Assessment	The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information.	Cyber / Data Security	\$25,000
6	Toll Revenue Audit	This audit will focus on cash toll collections and electronic tolling collections, with the objectives to review (1) controls that ensure revenue data captured at the point of origin is completely and accurately recorded to the financial statements, (2) physical safeguarding controls exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts/other reconciling activities), (3) controls in place around processing revenue adjustments to customer accounts are operating according to policy, and (4) appropriate reconciliation controls are in place to monitor revenue related to interoperability agreements. Additionally, IT general controls around supporting systems and information technology will be reviewed.	Toll Collections Cash Handling	\$75,000

FY 2019 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks	Estimated Cost
7	Customer Service Center Performance Assessment	Leveraging subject matter expertise, Protiviti will conduct an assessment of the customer contact center and consider current needs of the center, including opportunities to reduce staff turnover. The audit will involve a review of the center's performance through an organizational analysis, a customer contact analysis, an analysis of technology, infrastructure and applications, and a statistical data analysis. This audit will also consider whether the outsourced approach to providing these functions is still one that is yielding appropriate financial and economic benefits to CFX.	Cost Containment Customer Satisfaction Public Relations	\$60,000
8	Accounting and Financial Controls Review	The objective of this project is to conduct a current state design analysis of key processes, risks, and internal controls within the accounting function and to test the operating effectiveness of key accounting and financial reporting controls, including those designed to detect or prevent fraud. The audit will also include comparisons of CFX's accounting and financial reporting controls to leading practices.	Financial Reporting Fraud	\$60,000
9	IT Project Management Review	This project will assess CFX's ability to intake, prioritize, deliver on requests from the business. Protiviti will assess the manner in which IT requests are received and accepted, the potential risks that could impact projects, the testing procedures (including unit testing, peer review, integration, regression and user acceptance), project health metrics, change requirements, and resourcing requirements.	IT Infrastructure Business / IT Applications and Systems IT Operations Strategic Planning Communication	\$46,000
10	Ransomware Review	As part of this project, Protiviti will review CFX's ability to prevent a ransomware attack against the organization. Controls surrounding email systems, open network ports, and USB ports will be reviewed as each of these is a channel through which ransomware may enter an organization. Controls that could contain a ransomware outbreak will also be reviewed to assess the effect of an outbreak within the organization should perimeter controls fail. Backup and recovery practices will be reviewed to determine CFX's ability to resume normal business function should ransomware spread throughout the organization.	Cyber / Data Security Public Relations Insurance Coverage	\$35,000
11	Cyber Security Incident Response Review	Internal Audit will review CFX's Cyber Security Incident Response program by assessing the current incident response strategy as well as the related employee training, policies and procedures, and supporting technologies deployed throughout the environment.	Cyber / Data Security Public Relations Communication Insurance Coverage	\$35,000

FY 2019 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks	Estimated Cost
12	Tolling System Replacement Review – LENS Access	CFX is in the process of replacing the toll plaza collection system. An access control review will be conducted on the Law Enforcement Notification System ("LENS") component of this replacement. Additionally, network vulnerability scans may be conducted on systems that have completed Factory Acceptance Testing but have not been put into production. This will allow Internal Audit to identify potential vulnerabilities to systems prior to their deployment so they may be remediated.	Business / IT Applications and Systems Toll Collections	\$20,000
13	PCI Assessment with Report on Compliance	This project will be to fully test CFX's compliance with the PCI Data Security Standard, (PCI-DSS) version 3.2 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS.	Cyber / Data Security	\$85,000

APPENDIX A INTERNAL AUDIT CHARTER

INTERNAL AUDIT CHARTER

Central Florida Expressway Authority Fiscal 2019 Internal Audit Department Charter

Mission & Purpose

The mission of the internal audit department is to provide CFX Board with independent, objective assurance and consulting services designed to add value, improve the Expressway Authority's operations, and enhance transparency. The purpose of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight into whether Expressway resources are responsibly and effectively managed to achieve intended results. The internal audit department helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Standards & Professionalism

Internal audit will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Definition of Internal Auditing, the Code of Ethics, and International Standards for the Professional Practice of Internal Auditing.

The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, the internal audit activity will adhere to the Expressway's relevant policies and procedures and the internal audit activity's standard operating procedures manual. Internal Audit will report periodically to senior management and the Board regarding the internal audit department's conformance to the Code of Ethics and the Standards.

Authority

The Internal Auditor is appointed by the Expressway Authority Board, and reports to them through the Audit Committee. The role of the Internal Auditor may be filled by an outside firm that provides internal audit services to the Expressway Authority on an outsourced basis. For administrative purposes, the Internal Auditor reports to the Office of the General Counsel. To establish, maintain, and assure that the Expressway Authority's internal audit department has sufficient authority to fulfill its duties, the Board will:

INTERNAL AUDIT CHARTER

Authority (continued)

- Approve the internal audit department's charter.
- Approve the risk-based audit plan.
- Approve the internal audit department's budget and resource plan.
- Receive communications on the internal audit department's performance relative to its plan and other matters.
- Make appropriate inquiries of management and internal audit department to determine whether there is inappropriate scope or resource limitations.

Everything the Expressway Authority does is subject to assessment by internal audit. The Board authorizes the internal audit department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subject, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized service from within or outside the organization, as approved by the Audit Committee.

Internal Audit Plan

At least annually, the Internal Audit Department will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal/calendar year. The Internal Audit Department will communicate the impact of resource limitations and significant interim changes to senior management and the Board.

The internal audit plan will be developed based on a prioritization of audit universe using a risk-based methodology, including input of senior management and the Board. The Internal Audit Department will review and adjust the plan, as necessary, in response to changes in the organization's business, risks, operations, programs, systems, and controls. Any significant interim changes from the approved internal audit plan will be communicated to senior management and the Board through periodic activity reports.

INTERNAL AUDIT CHARTER

Independence & Objectivity

The internal audit activity will remain free all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If it is determined that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises were made, and that they do not subordinate their judgment on audit matters to others.

To ensure independence, the internal audit function has no direct responsibility or any authority over any of the activities or operations of the Expressway. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the Expressway Authority or its affiliates.
- Initiating or approving transactions external to the internal audit department.
- Directing the activities of any CFX employee not employed by the internal audit department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

The Internal Auditor will disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties. The Internal Auditor will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. The Internal Auditor will make a balanced assessment of all the relevant circumstances and take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The Internal Audit Department will confirm to the Board, at least annually, the organizational independence of the internal audit activity. The Internal Audit Department will disclose to the Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

INTERNAL AUDIT CHARTER

Scope

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of internal audit encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the Expressway Authority. Internal audit assessments include determining whether management's processes are adequate and functioning in a manner to ensure:

- Risks relating to the achievement of the Expressway Authority's strategic objectives are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information and the means used to identify, measure, analyze, classify, and report such information are relevant, reliable and understandable.
- Employee, officer, director, and contractor actions comply with policies, standards, procedures, and applicable laws, regulations, and governance standards.
- Resources and assets are acquired economically, used efficiently, and adequately protected.
- Results of programs, plans, and operations consistent with established goals and objectives are achieved.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the Expressway Authority.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.
- Means of safeguarding assets are adequate and, as appropriate, existence of such assets can be verified.
- Organization's risk management processes are effective.
- Quality of performance of external auditors and the degree of coordination with internal audit are appropriate.
- Specific operations are evaluated at the request of the Board or management, as appropriate.

Internal Audit also considers relying upon the work of other internal and external assurance and consulting service providers as needed. The internal audit department may perform advisory and related client service activities, the nature and scope of which will be agreed with the Expressway Authority, provided the internal audit department does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

INTERNAL AUDIT CHARTER

Responsibility

The internal audit department's responsibility includes, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives. This includes:

- Ensuring each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Ensuring the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensuring the internal audit department collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensuring trends and emerging issues that could impact the Expressway Authority are considered and communicated to senior management and the Board as appropriate.
- Ensuring emerging trends and successful practices in internal auditing are considered.
- Establishing and ensuring adherence to policies and procedures designed to guide the internal audit department.
- Ensuring adherence to the Expressway Authority's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Ensuring conformance of the internal audit department with the Standards, with the following qualifications:
 - If the internal audit department is prohibited by law or regulation from conformance with certain parts of the Standards, the internal audit department will ensure appropriate disclosures and will ensure conformance with all other parts of the Standards.
 - If the Standards are used in conjunction with requirements issued by other authoritative bodies, the internal audit department will ensure conformance with the Standards, even if the internal audit department also conforms with the more restrictive requirements of other authoritative bodies.

INTERNAL AUDIT CHARTER

Reporting & Monitoring

A written report will be prepared and issued by the Internal Audit Department following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the Board.

The internal audit report may include management's response and corrective action taken or to be taken in regard to the specific findings and recommendations. Management's response, whether included within the original audit report or provided thereafter (i.e. within thirty days) by management of the audited area should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented.

The internal audit activity will be responsible for appropriate follow-up on engagement findings and recommendations, and reporting periodically to senior management and the Board any corrective actions not effectively implemented. All significant findings will remain in an open issues file until cleared.

The Internal Audit Department will periodically report to senior management and the Board on the internal audit activity's purpose, authority, and responsibility, as well as performance relative to its plan and conformance with the IIA's Code of Ethics. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the Board. Results of audit engagements and other activities, resource requirements, and any response to risk by management that may be unacceptable to the Expressway Authority will also be communicated periodically to the Board.

Quality Assurance & Improvement Program

The internal audit activity will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of the internal audit activity's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

The Internal Audit Department will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years by a qualified, independent assessor or assessment team from outside the Expressway Authority.

APPENDIX B

ENTERPRISE RISK ASSESSMENT

ENTERPRISE RISK ASSESSMENT

To assist with the development of the fiscal 2019 Internal Audit Plan, Internal Audit used the prior year risk model as the starting point for discussions with the Board and management. Internal Audit asked the Board and management to consider the current business environment, critical business initiatives, and prior year audit results to provide input on which risks warranted the most focus in today's environment. In addition, management was asked to identify any new risks that may not have been considered in past years for inclusion in the current risk model.

Internal Audit utilized the aggregated input obtained during interviews with the Board and management and from risk surveys of management to develop a list of potential internal audit projects for fiscal 2019, with the objective being to help the Audit Committee and management mitigate areas of highest residual risk, monitor areas of high inherent risk, or to mitigate areas where risks are trending higher.

Risk is defined as follows:

Risk:

- Is the possibility of an event occurring that will have a negative impact on the achievement of goals and objectives and could also include the cost of missing an opportunity.





Inherent Risk:

- Is the amount of risk to the business given the environment in which it operates, without considering the application of controls. The risks identified on the following page represent the risk areas deemed most important for CFX to manage and control in order to achieve its goals and objectives.

Residual Risk:

- Is the amount of risk remaining after the application of management controls. Residual risk was judgmentally considered for purposes of this fiscal 2019 audit plan in the selection of potential projects for inclusion in the plan. The results of the residual risk assessment are depicted via the Enterprise Risk Map on the following pages.

ENTERPRISE RISK MODEL

 Strategic and Governance	1. Strategic Planning	7. Governance	13. Public Relations
	2. Organization Structure	8. Political Environment	14. National Interoperability
	3. Contingency Planning	9. Ethical Compliance	15. Toll Rate Management
	4. Regulatory Changes	10. Communication	16. Asset and Liability Transfer Risk
	5. Access to Capital	11. Leadership	17. Multimodal Opportunities
	6. Statewide Interoperability	12. Outsourcing	
 Financial	18. Fraud	23. Cash Handling	
	19. Management Performance Reporting	24. Procurement and Vendor Selection	
	20. Bond Financing / Covenant Compliance	25. Contract Performance Reporting	
	21. Cost Containment	26. Financial Reporting	
	22. Treasury and Liquidity Management	27. Right of Way	
 Operations and IT	28. Toll Violations	34. Business Continuity / Disaster Recovery	
	29. Toll Collections	35. Insurance Coverage	
	30. Business / IT Applications and Systems	36. Customer Satisfaction	
	31. Human Resources	37. Cyber / Data Security	
	32. IT Infrastructure	38. Toll Discounts / Rebates	
	33. IT Operations		
 Regulatory and Compliance	39. Contract Management	41. Records Management	
	40. Maintenance and Safety		

Bold represents risks addressed by the FY 2019 Internal Audit plan.

ENTERPRISE RISK MAP – RESIDUAL RISK



KEY FRAUD RISKS

As part of the Enterprise Risk Assessment, Internal Audit discussed potential fraud risk scenarios with management and the Board and identified the following potential fraud scenarios for consideration when executing FY 2019 Internal Audit work.

- Unauthorized / improper use of corporate credit cards / misuse of funds
- Awarding of work to related parties
- Bribery / kickback to award bids
- Management disclosure of confidential information during procurement
- Theft or misuse of confidential financial information
- Billing for work not performed or vendor overbillings
- Circumvention of procurement
- Selective disclosure to Board or public
- Earnings management
- Management override of controls
- Nepotism
- Use of confidential information for personal gain
- Solicitation
- Unauthorized adjustment of salary / wages
- Creation of ghost vendors or employees
- Manual journal entries
- Partner billings / payments
- Adjustment to customer accounts
- Theft of cash
- Toll violations
- Counterfeit cash
- Price fixing
- Bid rigging
- Off contract agreements
- Payment of false invoices / invoices do not match contract terms
- Misuse of company assets / theft of company assets
- Falsification of hours worked
- Theft / forgery of payroll or blank checks
- Improper changes to vendor data to misdirect payments

APPENDIX C

OTHER POTENTIAL AUDITS

OTHER POTENTIAL AUDITS NOT SELECTED FOR 2019 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
1	Ethics Policy Compliance Audit	CFX has a formal ethics policy in place. Internal Audit will review the policy and (1) leverage leading practices to suggest additional areas for consideration to include in the policy and (2) review compliance with the policy, including the new provisions added as a result of Florida state legislation.	Ethical Compliance
2	IT General Controls Review	This review will focus on the Expressway Authority's Information Systems area. To accomplish this, we will assess the policies and procedures that are utilized to support the business critical applications and systems at CFX. Our approach will be to focus on the IT General Computer Controls which include the following components: Change Management, Logical Security, Physical Security, Security Administration, IT Organization & Management.	Business / IT Applications and Systems IT Infrastructure
3	Information Security Risk Assessment	Protiviti will conduct a risk assessment of CFX's IT function that will identify asset groupings within the environment and assign them a value so that Management may prioritize in what order to address risks posed to them. This value is based on the likelihood and potential impact of threats posed to these assets, the vulnerabilities they have, and the safeguards surrounding them. This project will be conducted in two phases.	Cyber / Data Security
4	Public Records Review	This review will focus on the Expressway Authority's records management processes and policies to comply with public records laws. Data retention surrounding electronic communications via email, mobile, and voice mail will also be reviewed to identify the technology needed to assist with capturing and retaining data from such communication. Additionally, we will review documentation retention schedules specific to document classification (different types must be kept for a different lengths of time) for consistency with rules established by the Florida Secretary of State.	Records Management
5	Safety and Maintenance Policy and Procedures Compliance Audit	The objective of this project will be to review the safety and maintenance policies and procedures in place, including any recent technological enhancements to safety within the system (e.g. new technology measures to help reduce the risk of wrong way driving), vendor management programs, and to test compliance with the safety and maintenance policies and procedures.	Maintenance and Safety

OTHER POTENTIAL AUDITS NOT SELECTED FOR 2019 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
6	Bond Financing Review	CFX has \$2.8B of bonds issued and outstanding with varying terms. As part of this project, we will perform a risk assessment of the financing process, a review of the policies (including policies to procure the financial advisor, underwriter, attorneys, and others involved in the financing process), and a review of the process to structure financing deals and manage existing portfolio risk. This project may also include a review of the process to monitor bond covenant compliance.	Bond Financing / Covenant Compliance
7	Business Continuity Management Review	This review will focus on how CFX manages Business Continuity, including IT Disaster Recovery plans and Crisis Management. The review will include an assessment of the documented plans as well as the foundational efforts that were performed to create them (such as a Business Impact Analysis).	Business Continuity / Disaster Recovery
8	Purchasing Spend Data Audit	This review will focus on a 100% interrogation of spending data over a three to five year history to identify opportunities for recovery such as vendor overpayments, unused vendor credits, etc. We will use proprietary tools to review the Expressway Authority's detailed spend data for areas of leakage and audit against contracts and other available information as red flags are identified. As a side benefit to any actual recoveries, we will also focus on identifying potential frauds, root causes and process improvement opportunities.	Cost Containment Fraud Procurement and Vendor Selection
9	Accounting System Access and Segregation of Duties Review	The financial close and related accounting processes will be reviewed for appropriate segregation of duties among CFX personnel. Protiviti-developed tools will be leveraged to verify segregation for each key accounting cycle around the following: Physical custody of assets, adjustments to accounting records, approvals of accounting transactions, and review responsibilities. In addition, we will also review access rights within the Eden financial package to verify system access restrictions appropriately support segregation of duties and to identify segregation of duties conflicts within the system. We will recommend compensating monitoring controls to the extent necessary.	Financial Reporting Fraud
10	Human Resources Process Review	During the Human Resource Process review, we will evaluate the Human Resource process, policies, procedures and related internal controls. The review may include recruiting and hiring; training; performance evaluations; performance, reward, and recognition; and employee terminations. The HR process and controls will be reviewed for compliance with policies and comparison to leading HR practices. Lastly, the succession planning strategy may be reviewed and compared to leading practices.	Human Resources

OTHER POTENTIAL AUDITS NOT SELECTED FOR 2019 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
11	Toll Violations and Pay-by-Plate Audit	This audit will focus on reviewing the processes, policies, procedures, technology, and reporting in place around the violations process to verify the process is working as intended. Focus will be on enhancing the efficiencies around the process to review violations and to bill and collect violations revenue. Samples of deleted/voided unpaid toll notices will also be reviewed to verify there is sufficient justification for voiding.	Toll Violations Toll Collections Business / IT Applications and Systems Customer Satisfaction
12	COSO 2013 Governance Review	This audit will involve an evaluation of the Expressway Authority's governance procedures and internal controls leveraging the COSO 2013 internal control framework and the new COSO ERM framework.	Governance Ethical Compliance
13	Right of Way Audit	This audit will include a review of the processes and procedures in place to manage Right of Way land acquisitions and may include a review of legal counsel responsibilities, involvement of the ROW Committee, and internal controls around managing legal counsel and other third party costs and overall purchase price. The review may include a trending analysis of appraised cost values for recent purchases and a review of outliers.	Cost Containment Public Relations Records Management
14	P-Card and Gas Card Audit	The objective of the project will be to review P-card and Gas procurement expenditures to verify purchases are adequately supported and are for valid business purposes.	Cost Containment Fraud
15	Marketing Retail Transponder Sales Review	Given new marketing initiatives, increases in new EPASS accounts, and additional channels for signing up new customers, the project will entail a review of the processes in place to market transponder sales, a review of the channels used to convert new accounts, and how CFX manages physical inventory and sales of transponders through the different channels (consignment versus purchase and sale).	Cost Containment Customer Satisfaction Public Relations

OTHER POTENTIAL AUDITS NOT SELECTED FOR 2019 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
16	Social Media Process Review	This audit will encompass a review of the policies and procedures surrounding CFX social media use and communication, and comparing those policies and procedures to other business of similar complexity. The following areas will be reviewed: Develop and Communicate Strategy, Sustain Leadership, Promote Culture, Manage Community, Refresh Content and Programming, Enforce Policies and Governance, Deploy Tools, Measure and Report.	Public Relations Communication Cyber / Data Security
17	ISO 27001 Information Security Review	This review will compare the Expressway Authority's information security practices and procedures to the ISO 27001 framework. This framework is widely recognized as the benchmark for assessing/creating overall information security programs.	Cyber / Data Security
18	Sensitive Data/Data Management Review	The objectives of the project will be to identify if sensitive data is inappropriately stored in locations on the CFX network - in violation of company policy and leading practices. In addition, we will perform a high-level evaluation of the controls over the sensitive data repositories that are identified (if applicable) to determine if potential gaps exist.	Cyber / Data Security
19	Vendor Security Review	This review will assess the security of vendor IT connections that come into the Authority's environment, as well as the design and operating effectiveness of the security configurations and controls that surround the Authority's data within vendor's environments.	Cyber / Data Security

Face the Future with Confidence

© 2018 Protiviti Inc. All Rights Reserved. This document has been prepared for use by the CFX's 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.


protiviti[®]

**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 20, 2018

SUBJECT: Approval of Contract Award to Protiviti, Inc.
for Internal Auditor Services
Contract No. 001391

Request for Proposals from qualified firms to serve as CFX's Internal Auditor was advertised on February 25, 2018. Responses were received from two (2) firms, Protiviti, Inc. and RSM US LLP by the March 26 deadline for submittal of Technical and Price Proposals. As required by the Procurement Procedures Manual, the Director of Procurement met with the General Counsel and DVO to review CFX's options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted the firms and scheduled interviews were held on April 18, 2018. At the conclusion of the interviews the Price Proposals were opened and scored. The combined scores for the Technical Proposals and Fee Proposals were calculated and resulted in the ranking of:


<u>Firm</u>	<u>Ranking</u>
Protiviti, Inc.	1
RSM US LLP	2

The Audit Committee at its June 20, 2018 meeting accepted the ranking and recommended Protiviti, Inc. to be awarded the contract.

Board award of the contract to Protiviti, Inc. with a not to exceed amount of \$1,692,000.00 for a three-year contract with two one-year renewals is requested.

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

Reviewed by:


Joseph Passiatore
General Counsel


Lisa Lumbard
CFO

CONTRACT
Contract No. 001391

This Contract is made this 29th day of June 2018, 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 PROTIVITI, INC., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 301 East Pine Street, Suite 225, Orlando, Florida 32801, hereinafter "the AUDITOR."

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 an AUDITOR to perform internal auditor services and related tasks as may be assigned to the AUDITOR by CFX; and

WHEREAS, on or about February 25, 2018, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and

WHEREAS, AUDITOR 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 AUDITOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the 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 AUDITOR 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 AUDITOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide AUDITOR 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 AUDITOR'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 AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. AUDITOR will be paid for all work properly performed prior to termination. AUDITOR 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 AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, 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 AUDITOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, 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 AUDITOR's default (including the costs of completing Contract performance) shall be charged against the AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the AUDITOR shall pay 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, AUDITOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit AUDITOR 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 AUDITOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by AUDITOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to AUDITOR 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 AUDITOR or any employee, servant, or agent of the AUDITOR 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 AUDITOR 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 AUDITOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay AUDITOR 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.

3.2 The not-to-exceed Contract Amount for the Initial Contract Term is \$1,692,000.00.00.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks,

microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the AUDITOR'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 AUDITOR 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 AUDITOR 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 AUDITOR or any subcontractor. By submitting a response to the Request for Proposal, AUDITOR 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 AUDITOR refuses such access or review, AUDITOR 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 AUDITOR. These provisions shall not be limited in any manner by the existence of any AUDITOR claims or pending litigation relating to the Contract. Disqualification or suspension of the AUDITOR for failure to comply with this section shall also preclude the AUDITOR from acting in the future as a subcontractor of another AUDITOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the AUDITOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

AUDITOR 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 AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUDITOR'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," AUDITOR 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 AUDITOR 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, AUDITOR 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 AUDITOR 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 AUDITOR or keep and maintain public records required by the public agency to perform the service. If AUDITOR transfers all public records to the public agency upon completion of the contract, AUDITOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AUDITOR keeps and maintains public records upon completion of the contract, AUDITOR 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 AUDITOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), AUDITOR shall immediately notify the CFX. In the event AUDITOR has public records in its possession, AUDITOR shall comply with the Public Records Act and AUDITOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by AUDITOR 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 AUDITOR 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. AUDITOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for AUDITOR, to solicit or secure this Contract, and that AUDITOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

AUDITOR 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. AUDITOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, AUDITOR 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, AUDITOR 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 "D."**

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

AUDITOR covenants and agrees that it and its employees, officers, agents, and 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.

AUDITOR 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 AUDITOR, 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, AUDITOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. AUDITOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. AUDITOR 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 AUDITOR's invoices and shall be in a form reasonably acceptable to CFX.

8. AUDITOR 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 AUDITOR 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 AUDITOR'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 AUDITOR 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.

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

1.6 Information Security/Cyber Liability Insurance: If a data breach is possible, the AUDITOR 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 AUDITOR 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 AUDITOR 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. AUDITOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the AUDITOR 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 AUDITOR 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 AUDITOR'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 AUDITOR'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 AUDITOR'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 AUDITOR 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 AUDITOR's expense and deduct such costs from AUDITOR payments. Alternately, CFX may declare AUDITOR in default for cause.

9. AUDITOR RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) 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

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

Further, AUDITOR 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 AUDITOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the AUDITOR, 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 AUDITOR, its subcontractors, officers, agents or employees,

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

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

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

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

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

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

AUDITOR 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 AUDITOR for performance of each task authorized under the Contract is the specific consideration from CFX to AUDITOR for AUDITOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

AUDITOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, 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 AUDITOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by AUDITOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

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

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

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

Name and Title of Key Personnel

Phil Fretwell, Quality Control Managing Director
Jeff Tecau, Engagement Managing Director
David Taylor, IT Managing Director
Teresa Mallary, Engagement Associate Director
Chris Porter, IT Senior Manager
Emily Picard, Engagement Manager

and AUDITOR'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, AUDITOR 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, AUDITOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

AUDITOR 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 AUDITOR, 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, AUDITOR 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 AUDITOR hereunder. AUDITOR 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, AUDITOR 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 AUDITOR'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

AUDITOR shall notify CFX if any of AUDITOR'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

AUDITOR 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, AUDITOR 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 AUDITOR to perform the Services based upon characteristics and qualifications of AUDITOR and its employees and the subcontractors listed below.

List of Subcontractors

None

Therefore, AUDITOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the AUDITOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by AUDITOR 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, AUDITOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the AUDITOR 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 AUDITOR 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 AUDITOR until it has been approved by CFX Board. In the event of a designated emergency, the AUDITOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the AUDITOR 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

AUDITOR 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.”

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

23. RELATIONSHIPS

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

AUDITOR shall conduct no act or omission that would lead AUDITOR's employees or any legal tribunal or regulatory agency to believe or conclude that AUDITOR's employees would be employees of 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 AUDITOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, AUDITOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The AUDITOR 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 AUDITOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of AUDITOR's employees with respect to any successor of AUDITOR; 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 AUDITOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of AUDITOR who performed work under the Contract; and

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

28. INSPECTOR GENERAL

AUDITOR 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

AUDITOR 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 AUDITOR during the term of the contract. AUDITOR 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 AUDITOR 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: _____

AUDITOR: _____

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Price Proposal
Exhibit "D" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 001391

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 June 29, 2018.

ACCEPTED AND AGREED TO BY:

PROTIVITI, 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

INTERNAL AUDITOR SERVICES SCOPE OF SERVICES

1.0 Description

The Internal Auditor shall provide auditing services to the Authority as required by this Scope of Services.

2.0 Internal Audit Charter

Mission

The mission of the internal audit department to provide the Authority Board with unbiased, objective assessments of whether Expressway resources are responsibly and effectively managed to achieve intended results.

Purpose

Internal audit's purpose is to add value, improve operations, and enhance transparency. It helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

Independence

The Internal Auditor Director is appointed by the Expressway Authority Board and reports to them through the Audit Committee. The role of the Internal Auditor Director may be filled by an outside firm that provides internal audit services to the Authority on an outsourced basis. For administrative purposes, the Internal Audit Director reports to the General Counsel. To ensure independence, the internal audit function has no direct responsibility or any authority over any of the activities or operations of the Authority.

Standards

Internal audit shall comply with the International Standards for the Professional Practice of Internal Auditing of The Institute of Internal Auditors (IIA). Consistent with the IIA Standards, internal audit recognizes the mandatory nature of the Definition of Internal Auditing, the Code of Ethics, and the IIA Standards.

3.0 Audit Committee Charter

The Audit Committee Charter is attached to this Scope of Services and provides relevant information regarding the composition of the Committee, meetings schedule, Internal Audit responsibilities, etc.

4.0 Internal Auditor Responsibilities

The Internal Auditor responsibilities include the following:

- Develop a flexible annual internal audit plan using appropriate risk-based methodology, including any risks or control concerns identified by management and/or Board members, and submit that plan to the Audit Committee for review and approval.
- Implement the annual internal audit plan, as approved, including, and as appropriate, any special tasks or projects requested by management and the Audit Committee.
- Maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet Audit Committee Charter requirements.
- Establish a quality assurance program by which the Internal Audit Director assures the operation of internal auditing activities.
- Perform consulting services at the request of management and/or the Audit Committee, beyond internal audit services, to assist management in meeting its objectives. Examples may include facilitation, process design, training, and advisory services.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion at the request of management and/or the Audit Committee.
- Issue periodic reports to the Audit Committee and management summarizing results of audit activities as well as results of internal and external assessments conducted in association with the Quality Assurance and Improvement Program.
- Keep the Audit Committee informed of emerging trends and successful practices in internal auditing.
- Provide a list of significant measurement goals and results to the Audit Committee.
- Assist in the investigation of significant suspected fraudulent activities within the organization and notify management and the Audit Committee of the results.
- Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage to the organization at a reasonable overall cost.
- Meet with the Audit Committee Chairperson and the Authority's executive staff to set the agenda for meetings.
- Ensure the Audit Committee meets its obligations, etc.

4.1 Risk Assessment and the Annual Internal Audit Plan

Risk assessment is a critical element of the Internal Auditor's annual responsibilities. The objective of the risk assessment is to identify and prioritize key areas of risk within the Authority as part of the planning process in designing the Internal Audit Plan.

The Internal Auditor shall establish a risk-based approach to determine the priorities for internal audit activities. The Internal Auditor shall prepare an annual Risk Assessment and Internal Audit Plan to help identify, measure, and prioritize potential audits based on the level of risk to the Authority. The Risk Assessment results and input from Authority management and Board members and the Internal Audit budget shall be used to prepare the annual Internal Audit Plan.

The annual internal audit planning process shall include the following major audit planning activities:

4.1.1 Identify, Assess and Prioritize Key Areas of Risk

The Internal Auditor must confirm and update prior year risk areas based upon review of prior year audit results and discussions with senior management and the Board. The Internal Auditor shall determine preliminary risk ratings based upon prior year results and interviews with management and the Board to confirm and validate the current risk model and to gain additional insight around risk trending. The Internal Auditor must aggregate and compile resulting information and prioritize areas of risk and finalize the risk model.

4.1.2 Select Focus Areas

The Internal Auditor must evaluate risks based upon the prioritization process and management/Board commentary to determine focus areas. A preliminary listing of proposed Internal Audit projects should be developed and defined to address areas of focus.

4.1.3 Internal Audit Plan Development

A scope of services shall be developed for each proposed Internal Audit project and must include the estimated level of effort. Budget allotments must be finalized for all proposed projects for Audit Committee approval.

The proposed timing for selected projects throughout the year must be prepared by the Internal Auditor and approved by the Audit Committee.

4.1.4 Presenting the Internal Audit Plan

The final draft of the plan shall be discussed with the Audit Committee, the Executive Director and the Authority's upper management. The final Internal Audit Plan shall be presented to the Audit Committee for review and approval.

4.2 Audit Process

The Internal Auditor's services shall focus on five general areas of Authority operations:

- 4.2.1 Effectiveness of operations and controls – Activities are performed adequately to produce the desired or intended results, and controls to mitigate risk are adequate and operating as intended.
- 4.2.2 Efficiency of operations – Activities are performed economically with minimum wasted effort or expense.
- 4.2.3 Safeguarding of resources and information – Prevention of loss of assets or resources, whether through theft, waste, or inefficiency, and protection of confidential information.
- 4.2.4 Reliability of reporting and data – Reports provide management with accurate and complete information appropriate for its intended purpose. It supports management's decision making and monitoring of the entity's activities and performance.
- 4.2.5 Compliance with applicable policies, procedures, laws, and regulations – Activities are conducted in accordance with relevant policies, procedures, laws and regulations.
- 4.2.6 Implementation of audit recommendations – The Internal Auditor shall conduct an independent review of Authority action plans associated with completed internal audits to track the implementation of each recommendation. The review of prior audit recommendations must be conducted every 6 months and should include a sample of completed recommendations from prior years to ensure that agreed upon actions steps were implemented and new controls and procedures continue to be followed.

5.0 Security Assessment for the Department of Highway Safety and Motor Vehicles

Under a Memorandum of Understanding between the Authority and the Department of Highway Safety and Motor Vehicles (DHSMV), attached as Exhibit A, the DHSMV provides electronic access to driver license and motor vehicle data requested by the Authority. A condition of the memorandum requires the Authority to perform a security assessment and attest to DHSMV that the Authority's internal controls over the data provided by DHSMV has been evaluated and is adequate to protect the data from unauthorized access distribution, use, modification, or disclosure.

The Internal Auditor shall perform the security assessment and provide the attestation in accordance with the American Institute of Certified Public Accountants "Statements on Standards for Attestation Engagement".

6.0 Task Orders

The Authority will authorize individual task orders for each audit identified in the approved plan. The Internal Auditor shall determine the appropriate and sufficient resources to achieve the required objectives based on an evaluation of the nature and complexity of each task order, time constraints, and available resources. Planning shall consist of researching the area or activity to be examined and identifying areas of intended audit focus.

The Internal Auditor shall develop a planning memorandum for each authorized audit. The memorandum shall specify the scope of services, the audit schedule and resource requirements, the reporting structure, the frequency and format of communications, the standards that will be applicable, the nature and format of deliverables, and a "Price Not to Exceed" fee amount.

Audits performed under task orders shall be planned by the Internal Auditor in such a way as to coordinate closely with Authority staff to avoid unnecessary disruption of normal activities and eliminate duplication of work.

At the conclusion of each task order, the Internal Auditor shall prepare a draft audit report for review and comment by appropriate Authority management personnel. A written management response for each audit recommendation, an estimated date of completion, and the designated staff person responsible for implementation shall be included in the report. The final report shall be presented to the Audit Committee for review and acceptance. After Audit Committee acceptance, the report shall be presented to the Authority's Board for review and acceptance.

Copies of working papers associated with a task order shall be provided to the Authority upon request.

7.0 Authority Responsibilities

The Authority will perform the following tasks and provide the Internal Auditor with the following information:

1. Maintain overall responsibility for management decisions concerning assignments;
2. Provide timely access to appropriate personnel for interviewing and review;
3. Provide ongoing direction regarding scope and objectives; and
4. Provide timely review of the Internal Auditor's work product and deliverables.

8.0 Additional Services

Additional services may be assigned to the Internal Auditor in accordance with the Contract and this Scope of Services. No work shall be performed under additional services without prior written authorization from the Authority to the Internal Auditor to perform the work.

End of Scope of Services

**CONSENT AGENDA ITEM
#22**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Laura Kelley, Executive Director

DATE: June 22, 2018

SUBJECT: Approval of Memorandum of Understanding (MOU) with the Orlando International Airport (OIA) to Pilot a Rental Car Visitor Toll Pass Program

The Greater Orlando Aviation Authority Board approved the attached MOU on Wednesday, June 20, 2018 to partner with CFX to pilot a Visitor Toll Pass Program for rental car customers.

An estimated 72 million people visit Central Florida each year, of those 12.5 million rent cars from OIA. The majority of tolls are collected electronically, for visitors in rental cars, this means extra fees. Rental car companies levy fees and additional surcharges when customers use their toll by plate accounts. This pilot program will allow rental car customers to drive seamlessly on all toll roads in Florida, pay electronic toll rates and avoid excess fees.

Board approval of the attached MOU is requested.

MEMORANDUM OF UNDERSTANDING

GREATER ORLANDO AVIATION AUTHORITY

And

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

The Greater Orlando Aviation Authority, a public and governmental body existing under and by virtue of the laws of the State of Florida (hereinafter "Aviation Authority") and the Central Florida Expressway Authority, an agency of the State of Florida created pursuant to Chapter 348, Florida Statutes (hereinafter "CFX") hereby agree as follows:

1. **Purpose.** This is a Memorandum of Understanding ("MOU") intended to outline the general understanding of the parties regarding the implementation of an E-PASS transponder hangtag program (the "Program") to be located on at Orlando International Airport ("Airport"). The Aviation Authority seeks to create a positive passenger experience for its passengers, including their use of rental cars. One source of passenger concern has been administrative fees incurred in connection with use of toll roads without transponders. Under the Program, CFX will provide E-PASS transponder hangtags on a voluntary basis to rental car customers desiring to use E-PASS transponders on toll roads throughout the State and in other jurisdictions where E-PASS is interoperable. CFX will provide these transponders free of charge to passengers and will provide the transponders and staff to implement the Program. Implementation of this Program should improve passenger experiences at the Airport, thereby benefitting the Aviation Authority.

2. **Program.** CFX shall sponsor, develop, implement, administer and maintain the Program at its sole cost and expense. CFX shall pay to (or at the direction of) Aviation Authority all reasonable costs and expenses of Aviation Authority and its professionals or advisors for its participation in development and implementation of the Program. Under the Program, Aviation Authority will provide one or more locations within its rental car operations facilities that are mutually acceptable to Aviation Authority and CFX for the Program, subject to any applicable Aviation Authority policies, procedures or requirements. Either party may append to this MOU such additional terms, provisions and agreements, as either party deems necessary or desirable as a condition to executing and delivering this MOU. Such terms, provisions and agreements shall be attached as Appendix "A" to this MOU and by reference are hereby incorporated into the body of this MOU as if set forth herein.

3. Program Period. The Program initially shall be operated on a pilot basis through the end of the current calendar year (December 31, 2018). The parties may mutually agree in writing to extend the pilot period for additional periods as determined by the parties. At any time during or following the end of the pilot period, the parties may agree to permanently implement the Program, with such changes as the parties shall mutually agree. In connection with the permanent implementation of the Program, the parties may formalize the Program through the execution and delivery of an Interlocal Agreement pursuant to section 163.01, Florida Statutes.

4. Mutual Cooperation. The parties shall mutually cooperate with each other to develop and implement the Program and shall designate in writing appropriate points of contact within their respective organizations for the Program.

5. Effective Date and Intent. This MOU shall be dated and shall become effective upon execution by the last party to sign. Notwithstanding the terms and conditions set forth herein, the parties agree that this MOU is a binding expression of understanding that sets forth the overall approach to accomplishing successful development and implementation of the Program. The parties have executed this MOU on the date listed below.

6. Amendments and Waivers. This MOU may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the Parties hereto. No failure by the Parties to insist upon the strict performance of any covenant, duty, agreement or condition of this MOU or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of a future breach of any other covenant, agreement, term or condition. Any Party hereto, by notice, may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, covenant or breach of any other Party hereto. No waiver shall affect or alter this MOU, but every covenant, agreement, term and condition of this MOU shall continue in full force and effect with respect to any other then existing or subsequent duty, obligation, covenant or breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

[Signature pages follow]

**GREATER ORLANDO
AVIATION AUTHORITY**

By: _____
Phillip N. Brown
Chief Executive Officer

Date: _____

APPROVED FOR FORM AND
LEGALITY

on this _____ day of _____,
2018, for the use and reliance by the
Greater Orlando Aviation Authority,
only.

Marchena and Graham, P.A., Counsel,

Marchena and Graham, P.A.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____
Laura Kelley,
Executive Director

Date: _____

APPENDIX "A"

ADDITIONAL TERMS PROVISIONS AND AGREEMENTS

1. Location. CFX will be granted counter space and kiosk locations ("Assigned Space") as described on the attached Exhibit "1" from which it will administer the Program.
2. Insurance. CFX will carry commercial general liability, automobile liability, and workers' compensation and employer's liability insurance in the following amounts:

Automobile liability	\$1,000,000.00
Commercial General Liability	\$1,000,000.00
Workers Compensation	As required by the laws of Florida.
Employer's Liability	Not less than \$100,000 "each accident", \$500,000 "disease-policy limit" and \$100,000 "disease-policy – each employee"

Evidence of current coverage is to be kept on file with Aviation Authority or its designated agents.

All such insurance shall protect CFX, the Greater Orlando Aviation Authority and the City of Orlando, and the members (including, without limitation, members of Authority Board and the City Council, and members of the citizens advisory committees of each), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to CFX's management of the use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such company or companies as Aviation Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in above, with a deductible reasonably acceptable to Aviation Authority, with a waiver of any right of subrogation that the insurer may have against Aviation Authority and the City. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.

At least three (3) business days prior to the commencement of the term of this Agreement and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided hereunder by CFX, CFX shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

3. Upon termination of the Agreement the Assigned Space must be returned to its original condition.
4. CFX shall provide to Aviation Authority, on the tenth (10th) day of every month, a report substantially in the form attached hereto as Exhibit 2 detailing the number of transponders distributed in the immediately preceding month.
5. Maintenance of Assigned Space. CFX accepts the space, assigned under Exhibit 1 hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is". CFX shall be responsible for ensuring the maintenance of the Assigned Space in good, clean and attractive condition. CFX shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore the Assigned Space, and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, CFX or any of its officers, employees, agents, invitees, licensees, or tenants, or which otherwise result from CFX's management of use or occupancy of the

Assigned Space, reasonable use and wear excepted. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Agreement shall not be extended by reason thereof. The performance of maintenance and repair by Aviation Authority shall in no event be construed as a waiver of CFX's duty to maintain and repair as herein provided. Notwithstanding the foregoing, Authority shall provide pest control and janitorial service to the Assigned Space. Unless Authority's written approval has been first obtained in each instance, CFX shall not post any signs on the Assigned Space or at the Airport which are in public view, nor shall CFX make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein.

6. CFX's Property. Any and all property belonging to, or brought onto the Airport by CFX or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of CFX. Subject to Authority's right of approval as set forth in Paragraph 6 hereof, CFX may oversee placement and installation of trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of CFX. CFX shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements of Authority which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if CFX shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on CFX's property located in the Assigned Space which are available to it under the laws of the State of Florida, and CFX shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.
7. Authority's Right to Enter. Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.
8. Utilities. Unless expressly provided otherwise herein, CFX shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.
9. Access. CFX and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of Aviation Authority, have the right of ingress and egress to and from the Assigned Space.
10. Rules and Regulations. CFX covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport

and the use of its facilities. CFX further covenants and agrees to ensure observance and compliance with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to CFX, the Assigned Space, or the Airport. CFX agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by CFX of any applicable security regulation at the Airport, which payment shall be made by CFX within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is CFX's responsibility hereunder.

11. Waiver of Damage. CFX hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents, employees, subcontractors or suppliers.
12. Assignment and Subletting. CFX shall not assign this Agreement or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in Aviation Authority's sole discretion.
13. Notice. Any notice permitted or required to be given hereunder shall be in writing and delivered either by hand, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the addresses below or such other addresses as either party may, by written notice, direct from time to time.

To Authority:

Greater Orlando Aviation Authority
Attention: Chief Executive Officer
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

To CFX:

Central Florida Expressway
4974 ORL Tower Road

Orlando, Florida 32807
Attn: Executive Director

14. Sums Paid by Authority. If Authority has paid any sum or sums or has incurred any obligation or expense which CFX has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of CFX to perform or fulfill any of the terms or conditions of this Agreement, then CFX shall reimburse Authority therefor promptly upon demand.
15. Security Regulations. CFX shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.
16. Authority's Reserved Rights.
 - a. Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Spaces and to grant necessary utility easements therefor.
 - b. Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to CFX for loss of business or damages of any nature whatsoever to CFX occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of Aviation Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the managed use of the Airport by CFX and all others as Authority may deem advisable.
 - c. CFX covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, CFX shall promptly consent in writing to such modifications.

17. Federal Aviation Administration Requirements. Any applicable FAA required contract clauses are deemed incorporated by reference.

18. Miscellaneous.

a. The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

b. Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for CFX's right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

d. No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of CFX hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority or CFX, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of CFX's Board or Aviation Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any CFX or Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to CFX or Aviation Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by CFX or Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

e. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or

written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

Exhibit 2

**Monthly Transponder Distribution Report
Greater Orlando Aviation Authority**

Report for (Month, Year): _____

Company Name: CFX _____

Address: _____

Number of Transponders Distributed: _____

Name of Person(s) Submitting Report

() _____

Phone Number

Title


Date

**CONSENT AGENDA ITEM
#23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 23, 2018

SUBJECT: Approval of First Contract Renewal with
Mateer & Harbert, P.A. for Right of Way Counsel Services
Contract No. 001116 - Amended


Board approval is requested for the first renewal of the referenced contract with Mateer & Harbert, P.A. in the amount of \$310,000.00 for a one-year period beginning June 11, 2018 and ending on June 10, 2019. The original contract was three years with two one-year renewals.

Original Contract Amount	\$ 930,500.00
Supplemental Agreement No. 1	\$ 0.00
First Renewal	<u>\$ 310,000.00</u>
Total	\$1,240,500.00

The services to be provided under this renewal is legal services for real property advance acquisitions in instances where Right of Way Counsel have client conflicts and other services as needed.

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

Reviewed by:



Joseph L. Passiatore
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL
CONTRACT NO. 001116**

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 29th day of June, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Mateer & Harbert, P.A., herein after called the "Counsel."

WITNESSETH

WHEREAS, CFX and the Counsel entered into a Contract Agreement (the "Original Agreement") dated June 11, 2015, with a Notice to Proceed date of June 11, 2015, whereby CFX retained the Counsel to provide right-of-way counsel services on an as-needed basis; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Counsel agree to a first renewal of said Original Agreement beginning the 11th day of June, 2018 and ending the 10th day of June, 2019 at the cost of \$310,000.00, which amount restates the amount of the Original Agreement.

Counsel states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending June 10, 2018, the Counsel shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending June 10, 2018.

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

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

MATEER & HARBERT, P.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right Of Way Counsel Services

Contract No.: 001116

THIS SUPPLEMENTAL AGREEMENT NUMBER 1 is made and entered into this 13th day of October, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") and Mateer & Harbert, P.A., ("COUNSEL"), the same being supplementary to the contract between the aforesaid, dated June 11, 2015, for Right of Way Counsel Services (the "Agreement")

1. CFX has determined that it is in the best interest of CFX to assign to COUNSEL the eminent domain case styled, *Central Florida Expressway Authority v. Project Orlando, LLC*, Case No. 2014-CA-005589-O, Parcels 197, 897, 230, 257, and 267.
2. With respect to the resolution, trial and appeal of Parcels 197 and 897, COUNSEL shall represent CFX in the above-referenced matter for Three Hundred Twenty Five Thousand Seven Hundred and Fifty Dollars (325,750.00) with a guaranteed not to exceed total cost of Five Hundred Thousand Dollars (\$500,000) pursuant to the September 23, 2016 proposed litigation cost estimate described in **Exhibit A** attached hereto.
3. COUNSEL shall also represent CFX with respect to Parcels 230, 257 and 267 and a separate Task Authorization shall be processed for that assignment. COUNSEL agrees to provide a proposed litigation cost estimate to CFX's General Counsel after COUNSEL has had an opportunity to more thoroughly review the files.
4. Jay Small shall serve as COUNSEL's lead trial counsel and Kurt Garber, Esq., and Jennifer De La Garza, are authorized to render services on this matter at the rates of

partner and paralegal, which is set at \$250 and \$85 per hour. Their qualifications are described in **Exhibit B**.

5. CFX and COUNSEL agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Agreement including any previous amendments or supplements thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; and that acceptance of this Supplemental Agreement No. 1 signifies COUNSEL's complete and total claim for the terms and conditions of the same as to Parcels 197 and 897.
6. This Supplemental Agreement No. 1 is necessary to authorize the representation of CFX by COUNSEL for the assigned parcels.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

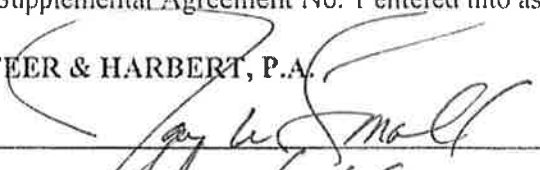
Contract No.: 001116

Project No.: 429-203, Parcels 197/897

Amount of Changes to this document: \$ 0

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

MATEER & HARBERT, P.A.

By: 

Title: Attorney in Charge

Attest: _____ (Seal)

Date: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: 
Director of Procurement

Date: 11-15-16

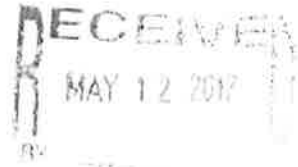
**REVIEWED AND APPROVED
BY CFX LEGAL**

Linda B. Lanoce 11/15/2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

May 9, 2017

Jay W. Small, Esquire
Mateer & Harbert, P.A.
Two Landmark Center, Suite 600
225 East Robinson Street
Orlando, FL 32801



RE: *Central Florida Expressway Authority v. Project Orlando, LLC*
Case No. 2014-CA-005589-O, Parcels 230, 257, and 267
Right of Way Counsel Services, Contract No. 001116, Task Order No. 1

Dear Mr. Small:

After reviewing the attached Litigation Cost Estimate for Parcels 230, 257, and 267 in the above-referenced case, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the services described in your Litigation Cost Estimate in the not-to-exceed amount of **\$145,250**.

This Task Order No 1 is issued in accordance with the Scope of Services attached to Contract No. 001116 as Exhibit A and paragraph 3 of Supplemental Agreement No. 1.

Please confirm your acceptance by signing below and returning the original to my attention.

Sincerely,

Joseph L. Passiatore
General Counsel

ACCEPTED BY MATEER & HARBERT, PA

By:

Date: 5/15/17

Title: Shareholder

cc: Aneth Williams, Director of Procurement

Attachments

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

WWW.CFXWAY.COM



AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MATEER & HARBERT, P.A.**

RIGHT OF WAY COUNSEL SERVICES

CONTRACT NO. 001116

CONTRACT AMOUNT: \$930,500.00

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**AGREEMENT
FOR
RIGHT OF WAY COUNSEL SERVICES**

CONTRACT NO. 001116

June 2015

Members of the Board

**Welton G. Cadwell, Chairman
S. Scott Boyd, Vice Chairman
Brenda Carey, Secretary/Treasurer
Fred Hawkins, Jr., Board Member
Teresa Jacobs, Orange County Mayor
Buddy Dyer, City of Orlando Mayor
Walter A. Ketcham, Jr., Board Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Gutierrez-Scaccetti, Non-Voting Advisor**

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Exhibit “B” – Price Proposal	B-1 to C-5
Technical Proposal	TP-1 to TP-56

**AGREEMENT
RIGHT OF WAY COUNSEL SERVICES
CONTRACT NO. 001116**

THIS AGREEMENT ("Agreement") is entered into as of June 11, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("AUTHORITY"), and MATEER & HARBERT, P.A. ("COUNSEL").

WITNESSETH:

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on April 12, 2015, the AUTHORITY issued a Request for Proposals for Right of Way Counsel Services for the acquisition of four parcels along State Road 528 for, in part, All Aboard Florida's proposed intercity passenger rail. The four parcels are described below.

Parcel No.	Owner	Preliminary Estimate of Area Needed	Draft Appraised Value (Restricted)
102	Bal Bay Realty LTD	17.63-Acres	\$ 1,765,000
104	Mattamy (Jacksonville) Partnership	3.05-Gross Acres	\$ 100,000
105	Carlsbad Orlando LLC	166.65-Acres	\$12,500,000
108	B & M Investment LLC	111,078-Net Sq. Ft.	\$ 360,000

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on May 18, 2015, and the recommendation of the Right of Way Committee at its meeting held on May 27, 2015, the Board of Directors of the AUTHORITY at its meeting held on June 11, 2015, selected COUNSEL to serve as Right of Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

WHEREAS, to avoid the need for change orders, COUNSEL has assumed the worst-case scenario for each parcel, including the cost of a trial, and provided a not-to-exceed amount for the condemnation of each of these four parcels.

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

SECTION 1. SERVICES. The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY right of way matters as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.

(a) Although the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. The AUTHORITY designates the AUTHORITY's General Counsel or Deputy General Counsel as the AUTHORITY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. The AUTHORITY may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

SECTION 3. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist the AUTHORITY in other areas of responsibility as deemed necessary by the AUTHORITY. COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. All of the services required herein under shall be performed by COUNSEL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the federal, state and local law to perform such services.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates _____, as the primary attorney to provide services to the AUTHORITY and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

(g) In providing Services under this Agreement, COUNSEL will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances. Upon notice by the AUTHORITY, COUNSEL will correct those Services not meeting such a standard. COUNSEL agrees to notify the AUTHORITY in writing of ANY members of the firm that may be reprimanded, suspended, disbarred or otherwise disciplined by the Florida Supreme Court during the course of this Agreement.

SECTION 4. PAYMENT FOR SERVICES AND BILLING.

In consideration of the promises and the faithful performance by COUNSEL of its obligations, the AUTHORITY agrees to pay COUNSEL a fee based on the hourly rates times the number of hours, with a not-to-exceed amount, attached hereto as Exhibit A, subject to any alternate billing methods set forth in the negotiated price sheet. COUNSEL agrees to only utilize the named in Exhibit A at the rates set forth therein. No other individuals may provide services under this Contract unless specifically authorized by the General Counsel in writing.

(a) The AUTHORITY will not provide a retainer and there will be no increase in the rates during the three year term of the agreement. The AUTHORITY, through its General Counsel, reserves the right to contest any charge or charges including a request for greater clarification and detail on any line item submitted for payment. The parties agree that the AUTHORITY reserves the sole right to determine if any discrepancies in billing practices or invoices are significant. If deemed significant, the AUTHORITY unilaterally reserves the right to terminate the Agreement pursuant to the termination provisions contained in this Agreement.

(b) Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to the AUTHORITY's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orange, Lake, Seminole, or Osceola Counties, pursuant to Section 112.061, Florida Statutes.

(2) COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and with the submittal of receipts in support of the expenses, and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits. COUNSEL will not be reimbursed for expenses such as telecopy, local or long-distance telephone, internal word processing, data processing, computer research, courier, scanning, copies, meals, or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

(3) Express approval by the AUTHORITY's Board is required before the retention of consultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than \$25,000.

(c) COUNSEL will not bill the AUTHORITY for duplicate services, such as the attendance of more than one attorney to prepare for and attend attorney conferences,

meetings, depositions, hearings, mediations, and trial, unless approved by the General Counsel in advance. COUNSEL will not bill the AUTHORITY for secretarial or clerical work such as typing, filing, scheduling, and other such tasks.

(d) COUNSEL will not bill the AUTHORITY for travel time or mileage within Orange, Lake, Seminole, or Osceola County, or travel time to court appearances, mediations, hearings, or meetings.

SECTION 5. TIME OF ESSENCE. Time is of the essence concerning the performance of all terms and conditions of this Agreement.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) Invoices should provide a concise summary of each entry which will sufficiently describe the particular entry. COUNSEL shall record and bill time in one-tenth of an hour increments (or every six minutes). The AUTHORITY shall reserve the right request additional documentation for any charge and the parties may agree to delete, strike or waive any disputed charges submitted. The AUTHORITY also reserves the right to request new invoicing be submitted, if necessary, at no additional charge.

(b) The AUTHORITY will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

(c) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of the AUTHORITY after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

SECTION 8. TERM. This Agreement shall become effective _____, 2015, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at the AUTHORITY's option. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by COUNSEL are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

SECTION 9. CONFLICT OF INTEREST. COUNSEL hereby certifies that no officer, agent or employee of the AUTHORITY has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

(a) COUNSEL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COUNSEL to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for COUNSEL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 10. COUNSEL further represents that no person having any interest shall be employed for said performance. COUNSEL shall promptly notify the AUTHORITY of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence COUNSEL's judgment or quality of services being provided hereunder. COUNSEL shall also notify the AUTHORITY in writing, of any potential conflicts regarding the representation of the AUTHORITY and any other clients COUNSEL may represent. The disclosure and ability to waive or not waive any conflicts shall be at the sole discretion of the AUTHORITY and pursuant to any professional rules of conduct promulgated by either the Supreme Court or the Florida Bar governing potential or actual conflicts.

SECTION 11. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by the AUTHORITY except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of the AUTHORITY.

SECTION 12. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

SECTION 13. LOSS OF ESSENTIAL LICENSE. The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more key personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give the AUTHORITY the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of the AUTHORITY whether the affected member of COUNSEL's law firm is considered key personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

SECTION 14. INDEPENDENT CONTRACTOR. COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any

manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

SECTION 15. INSOLVENCY. If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that the AUTHORITY may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

SECTION 16. INSURANCE. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

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

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

SECTION 17. INDEMNIFICATION. COUNSEL shall indemnify and hold harmless THE AUTHORITY, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of COUNSEL, its agents, servants, or employees as a result of the performance of services under this Contract, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of the AUTHORITY as set forth in Section 768.28, Florida Statutes.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

SECTION 19. WAIVER. The failure of the AUTHORITY to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the AUTHORITY's right to strictly enforce such terms and conditions thereafter.

SECTION 20. NOTICES. 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:

For the AUTHORITY:

Mr. Joseph Passiatore, General Counsel
Ms. Linda Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

SECTION 21. TERMINATION. The AUTHORITY may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

- (a) immediately discontinue all services affected (unless the notice directs otherwise); and
- (b) deliver to the AUTHORITY all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

SECTION 22. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT. COUNSEL 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, COUNSEL 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.

SECTION 23. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

SECTION 24. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement 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.


SECTION 25. PUBLIC ENTITY CRIMES. COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of the AUTHORITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 27. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

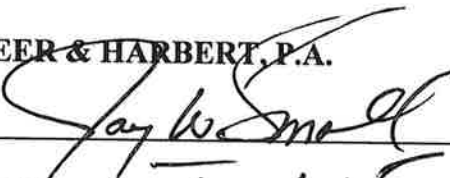
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on June 11, 2015.

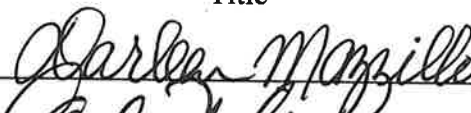
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Claude Milson

MATEER & HARBERT, P.A.

By: 
Print Name: Jay W. Small
Shareholder
Title

ATTEST: 
Claude Milson

Approved as to form and execution, only.


General Counsel for the AUTHORITY




**CONSENT AGENDA ITEM
#24**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 12, 2018

RE: Approval of Supplemental Agreement No. 6 with Florida Turnpike Services, LLC
for Road Ranger Safety Service Patrol
Contract No. 000964

Board approval is requested for Supplemental Agreement No. 6 with Florida Turnpike Services, LLC, to extend the contract four months for a not to exceed amount of \$546,000.00. The original contract was for five years with five one-year renewals. This amount includes road ranger safety patrol service on CFX's system.

Original Contract Amount	\$7,572,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	(\$ 154,915.00)
Supplemental Agreement No. 4	\$ 0.00
Supplemental Agreement No. 5	\$ 259,168.00
Supplemental Agreement No. 6	<u>\$ 546,000.00</u>
Total Revised Contract Amount	\$8,222,253.00

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Road Ranger Safety Service Patrol

Contract No: 000964 Project No.: N/A

This Supplemental Agreement No. 6 entered into this 29th day of June 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to extend the contract term to January 14, 2019 at a not-to-exceed amount of \$546,000.00.
2. The Contractor hereby agrees to the extension of Contract time and increase in the Contract amount.
3. CFX and Contractor agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 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. 6

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 000964 Project No.: N/A

Amount of Changes to this document: \$546,000.00

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

FLORIDA TURNPIKE SERVICES, LLC

By: _____
Authorized Signature

Print Name: _____

Title: _____

Attest: _____
Notary

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

18 JUL '17 PM02:59

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Road Ranger Safety Service Patrol

Contract No: 000964 Project No.: N/A

This Supplemental Agreement No. 5 entered into this 13th day of July 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to extend the service area covered by the Contractor to include the new section of S.R. 429 (Wekiva Parkway) from US 441 to S.R. 46 from July 25, 2017, to the end of the Contract term. Compensation to the Contractor for an additional service vehicle will be paid at the current rate of \$44.50 per service hour for 5,824 hours (14 hours per day x 416 days) for the total amount of \$259,168.00.
2. The Contractor hereby agrees to provide the additional service as specified herein with an increase in compensation of \$259,168.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 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.
4. This Supplemental Agreement No. 5 is necessary to extend the Road Ranger Service Patrol area to cover the new section of S.R. 429 (Wekiva Parkway) scheduled to open on July 27, 2017.

SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 000964 Project No.: N/A

Amount of Changes to this document: \$259,168.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.


“CFX”:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 7/26/17


REVIEWED AND APPROVED
BY CFX LEGAL



18 JUL '17 PM02:59

“Contractor”:

FLORIDA TURNPIKE SERVICES, LLC

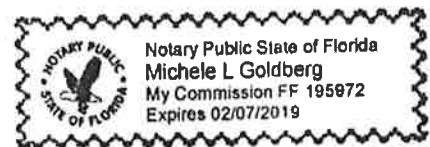
By: 
Authorized Signature

Print Name: Ricuam W. Wilson

Title: PRESIDENT

Attest: 
Notary

Date: 7-17-17





Florida Turnpike Services

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

May 23, 2017

Attn: Bradley Osterhaus

18 JUL '17 PM02:59

Mr. Osterhaus,

This letter is to document the Florida Turnpike Services LLC proposal to begin an additional road ranger service patrol for the Wekiva road expansion project area. FTS will provide an additional truck and operator – meeting all the specifications of the existing contract and maintaining the current rate of \$44.50 per service hour.

You have indicated that this vehicle will operate 14 hours per day, seven days per week, starting July 25, 2017 through the end of the current contract term – September 14, 2018. The expense for this time period of 416 days will be \$259,168.00 plus any additional assigned patrol time.

We thank you for the consideration and look forward to your reply. Please let me know if I can provide any further information.

Sincerely,

Richard L. Wheeler
President

OFFICE LOCATION:

POMPANO SERVICE PLAZA
MILE MARKER 65 • FLORIDA'S TURNPIKE

MAILING ADDRESS:

P.O. BOX 666810
POMPANO BEACH, FL 33066-6810

BROWARD (954) 972-0123 • FLORIDA (800) 927-7718 • FAX (954) 984-0743

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Road Ranger Safety Service Patrol

Contract No: 000964 Project No.: N/A

This Supplemental Agreement No. 4 entered into this 30th day of September 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to amend the language in the Method of Compensation, subarticle 2.6 (d), by deleting the current language in the second paragraph in its entirety and inserting the following new language in its place:

"The net of each monthly adjustment will be calculated once per year on the Contract anniversary date and applied as a deduct or increase to the next monthly invoice."
2. The Contractor hereby agrees to the amendment to the Method of Compensation with no increase in the Contract amount or Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 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.
4. This Supplemental Agreement No. 4 is necessary to amend language in the Method of Compensation with regard to fuel price adjustments.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 000964 Project No.: N/A

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

“CFX”:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Date: 10-10-16

5 OCT '16 PM 3:09

“Contractor”:

FLORIDA TURNPIKE SERVICES, LLC

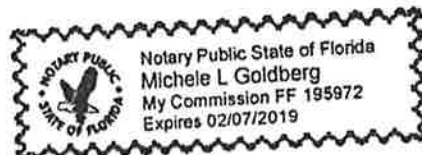
By: [Signature]
Authorized Signature

Print Name: RICHARD WHEELER

Title: PRESIDENT

Attest: [Signature]
Notary

Date: 10.4.16



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3**

Contract Name: Road Ranger Safety Service Patrol

Contract No: 000964 Project No.: N/A

This Supplemental Agreement No. 3 entered into this 20th day of September 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to amend the language in the first sentence of subarticle 2.1 of the Method of Compensation by deleting the current language in its entirety and inserting the following new language in its place:

"For satisfactory completion of the services detailed in the Scope of Services, the Contractor shall be paid an hourly rate of \$47.00 per vehicle per hour through September 14, 2016, and an hourly rate of \$44.50 per vehicle per hour from September 15, 2016, through the end of the initial five year term of the Contract resulting in a total reduction in the Contract amount of \$154,915.00."

2. The Contractor hereby agrees to the amendment to the Scope of Services and a reduction in the Contract amount of \$154,915.00, both with an effective date of September 15, 2016. The reduction is based on difference between the hourly rates (\$2.50) times the remaining number of hours in the Contract (61,966).
3. CFX and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 3 is necessary reduce the hourly rate per vehicle per hour from September 15, 2016, through the end of the initial five year term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Road Ranger Safety Service PatrolContract No.: 000964 Project No.: N/A

Amount of Changes to this document: (\$154,915.00)

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

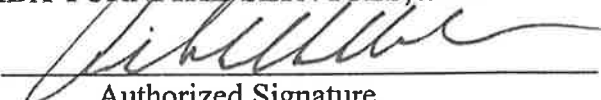
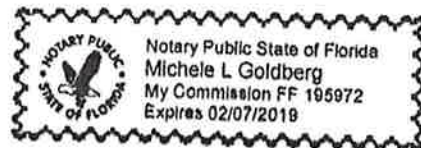
"CFX":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of ProcurementDate: 9-26-16

"Contractor":

FLORIDA TURNPIKE SERVICES, LLC

By: 
Authorized SignaturePrint Name: RICHARD WHITELERTitle: PRESIDENTAttest: 
NotaryDate: 9-22-2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Road Ranger Safety Service Patrol

Contract No: 000964 Project No.: N/A

This Supplemental Agreement No. 2 entered into this 27th day of May 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to amend the language in the Scope of Services, subarticle 2.4.2, paragraph I, by deleting the current language in its entirety and inserting the following new language in its place:

"I. Transporting Motorists

The Safety Service Patrol Vehicle Operator shall make every reasonable effort to avoid leaving the motorist and any other passengers stranded on the roadway. If the motorist refuses vehicle assistance or towing services, the Safety Service Patrol Vehicle Operator shall follow the procedure in subarticle 2.4.2, paragraph E, above for disabled vehicles. The Safety Service Patrol Vehicle Operator shall not transport a motorist or passengers to a private residence."

2. The Contractor hereby agrees to the amendment to the Scope of Services with no increase in the Contract amount or Contract time.
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, if any, 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.
4. This Supplemental Agreement No. 2 is necessary to amend language in the Scope of Services with regard to transporting motorists.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 000964 Project No.: N/A

Amount of Changes to this document: \$0.00

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

“CFX”:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Date: 6.1.16

“Contractor”:

FLORIDA TURNPIKE SERVICES, LLC

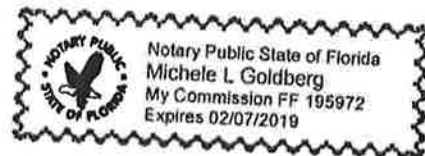
By: [Signature]
Authorized Signature

Print Name: RICHARD WHELER

Title: PRESIDENT

Attest: [Signature]
Notary

Date: 5-27-16



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Road Ranger Safety Service Patrol

Contract No: 000964 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 30th day of January, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and FLORIDA TURNPIKE SERVICES, LLC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 24, 2013, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. The Authority wishes to revise the language in the Method of Compensation, Article 2.6, Fuel Price Adjustments, as detailed on the attached Exhibit A with no increase in the Contract amount or Contract time; and,
2. The Contractor hereby agrees to the revisions with no increase in the Contract amount or time; and,
3. The Authority and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, 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.
4. This Supplemental Agreement No. 1 is necessary to revise the language in the Method of Compensation, Article 2.6, Fuel Price Adjustments.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 000964 Project No.: N/A

Amount of Changes to this document: \$0.00

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

"Authority":

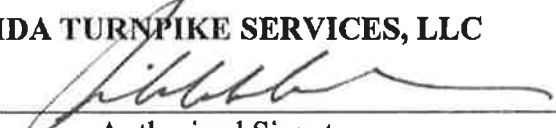
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 2/10/14

"Contractor":

FLORIDA TURNPIKE SERVICES, LLC

By: 
Authorized Signature

Print Name: Ricardo Lugo

Title: PRESIDENT

Attest: 
Notary

Date: 2.3.2014



RECEIVED
CONTRACTS DEPT
Ces 2/10/14
SIGNATURE / DATE
SIGNATURE / DATE

RECEIVED
CONTRACTS DEPT

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Exhibit A
Contract No. 000964
Road Ranger Safety Service Patrol
Supplemental Agreement No. 1

Delete the language in the Method of Compensation, Article 2.6, Fuel Price Adjustments, in its entirety and insert the following new language in its place:

“2.6 Fuel Price Adjustments

Adjustments will be calculated monthly to reflect increases or decreases from the price of diesel fuel in effect as of the September 2013, index as published by FDOT. The Contractor will not be given the option of accepting or rejecting this adjustment. This adjustment will be made in accordance with the following criteria:

(a) Price adjustments will be based on monthly average quoted bulk prices of diesel fuel as derived by averaging the bulk fuel prices on the first day of the month as quoted by major oil companies that could reasonably be expected to furnish fuel to projects in the State of Florida. Average quoted monthly bulk prices for diesel will be available from the Florida Department of Transportation's Construction Office website before the 15th of each month, at the following <http://www.dot.state.fl.us/construction/fuel&bit/fuel&bit.shtm>

(b) A price adjustment for diesel will be made only when the current fuel price varies by more than 5% from the price of diesel in effect as of the September 2013, index as published by FDOT.

(c) The adjustment for diesel will be calculated for each month during which the fuel was used on the project in accordance with the following formula:

$A_i = F_i (P_i - 1.05 P_b)$ during a period of increasing prices.

$A_i = F_i (P_i - 0.95 P_b)$ during a period of decreasing prices.

where: A_i = Total dollar amount (positive or negative) of the cost adjustment for fuel used by the Contractor during the month being calculated.

F_i = Total gallons calculated as being used during the month (based on the actual gallons per vehicle hour of operation).

P_i = Average price for fuel prevailing during the month being calculated

P_b = Average price for fuel prevailing for as of the September 2013, index as published by FDOT.

(d) Adjustments will be paid or charged to the Contractor only. The Contractor shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

The net of each monthly adjustment will be applied once per year on the Contract anniversary date. A Supplemental Agreement will be executed to reflect the net of the monthly adjustments for the preceding year. Increases will be paid on a lump sum basis. Decreases will be deducted from monies due the Contractor on an annual basis.”

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
FLORIDA TURNPIKE SERVICES, LLC**

ROAD RANGER SAFETY SERVICE PATROL

**CONTRACT NO. 000964
CONTRACT AMOUNT: \$7,572,000.00
CONTRACT DATE: JULY 24, 2013**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

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

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

ROAD RANGER SAFETY SERVICE PATROL

CONTRACT NO. 000964

JULY 2013

Members of the Board

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

Executive Director

Max Crumit, P.E.

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METHOD OF COMPENSATION	MC-1 to MC-4
TECHNICAL PROPOSAL	TP-1 to TP-49
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CONTRACT

This Contract (the "Contract" as defined herein below), is made this 24th day of July, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and FLORIDA TURNPIKE SERVICES, LLC, Post Office Box 666810, Pompano Beach, Florida 33066 hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Road Ranger Safety Service Patrol and related tasks as may be assigned to the CONTRACTOR by the AUTHORITY and identified as Contract No. 000964; and,

WHEREAS, on or about May 4, 2013, the AUTHORITY 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 Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing Road Ranger Safety Service Patrol as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

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

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date of the Notice to Proceed from the AUTHORITY. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial five-year Contract Term and any renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 30 days notice for convenience or 45 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 the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify 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 AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY 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, AUTHORITY 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, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the 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 the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY 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.

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

AUTHORITY reserves the right to terminate or cancel this Contract in the event the 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 Contract term is \$7,572,000.00.

3.2 AUTHORITY 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 the AUTHORITY 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 the AUTHORITY.

(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.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or 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 the AUTHORITY 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 AUTHORITY, 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 the AUTHORITY 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 the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'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 the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY 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 the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONTRACTOR INSURANCE

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 the AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

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

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. 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 AUTHORITY 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 AUTHORITY.

Any insurance carried by the AUTHORITY 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 AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. 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) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY 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:

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

8.2 AUTHORITY's use or possession of the CONTRACTOR Property,

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

8.4 CONTRACTOR's violation of the confidentiality and security requirements as may be associated with the AUTHORITY Property,

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

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

8.7 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 the AUTHORITY 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 AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

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

10. 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 AUTHORITY Property, without first notifying AUTHORITY and securing its consent in writing.

11. PERMITS, LICENSES, ETC.

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

12. 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 AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. 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.

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. SUBLETTING AND ASSIGNMENT

AUTHORITY 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 the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

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

15. DISPUTES

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

16. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

17. OTHER SEVERABILITY

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

18. GOVERNING LAW

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

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

19. RELATIONSHIPS

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

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 the AUTHORITY.

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

20. INTERPRETATION

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

21. 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 the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. 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:

22.1 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

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

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

22.4 Obligations upon expiration or termination of the Contract; and

22.5 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.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

23.2 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 AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on July 24, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

Print Name: Claude Miller

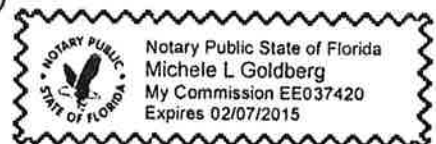
FLORIDA TURNPIKE SERVICES, LLC

By: *Richard L. Wetherell*

Print Name: Richard L. Wetherell

ATTEST: *Michele L. Goldberg*
PRESIDENT Title

(Seal or Notary)



Approved as to form and execution, only.


Joseph Hassiotou
General Counsel for the AUTHORITY

**CONSENT AGENDA ITEM
#25**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 30, 2018

SUBJECT: Authorization to Advertise for
Request for Proposals for Road Ranger Safety Service Patrol
Contract No. 001437

Board authorization is requested to advertise for Request for Proposals from qualified firms to provide Road Ranger Safety Service Patrol along CFX's roadways.

This is budgeted for in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance




**CONSENT AGENDA ITEM
#26**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2018

SUBJECT: Approval of Second Contract Renewal with Kisinger Campo & Associates
for Bridge Inspection Services
Contract No. 001127

Board approval is requested for the second renewal of the referenced contract with Kisinger Campo & Associates, in the amount of \$350,000.00 to perform bridge inspection services on all CFX roadways. The current contract expires on June 30, 2018. The original contract term is two years with three (3) one-year renewals.

Original Contract Amount	\$ 609,452.23
Supplemental Agreement No. 1	\$ 35,267.54
Supplemental Agreement No. 2	\$ 82,635.15
Supplemental Agreement No. 3	\$ 48,000.00
First Renewal	\$ 350,000.00
Second Renewal	\$ 350,000.00
Total Revised Contract Amount	\$ 1,395,719.77

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

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



Central Florida Expressway Authority
CONTRACT RENEWAL
CONTRACT NO. 001127

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 29th day of June, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kisinger Campo & Associates, hereinafter called the "Consultant"

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated June 11, 2015, whereby CFX retained the Consultant to furnish bridge inspection services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a second renewal of said Original Agreement beginning the 1st day of July, 2018 and ending the 30th day of June, 2019 in the amount of \$350,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending June 30, 2018, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending June 30, 2018.

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

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

KISINGER CAMPO & ASSOCIATES, CORP.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

Approved as to form and execution, only

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3**

**Contract Name: Bridge Inspection Services
Contract No. 001127**

This Supplemental Agreement No. 3 entered into this 16th day of May 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and KISINGER CAMPO & ASSOCIATES, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated June 11, 2015 for providing bridge inspection services, in Orange County, Florida.

- 1. CFX wishes to increase the Contract in the amount of \$48,000.00 for additional bridge inspections. The Consultant hereby agrees to the increase in the Contract amount with no increase in the Contract time.**
- 2. CFX and Consultant agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.**

2018 MAY 21 AM 9:59

SUPPLEMENTAL AGREEMENT NO. 3

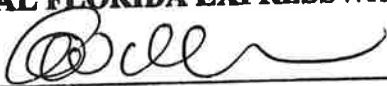
Contract Name: Bridget Inspection Services

Contract No. 001127

Amount of Changes to this document: \$48,000.00

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

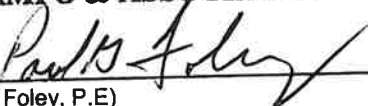
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 5/22/18

2018 MAY 21 AM 9:59

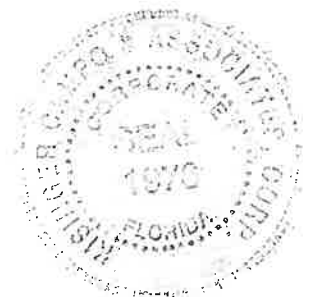
KISINGER CAMPO & ASSOCIATES

By: 
(Paul G. Foley, P.E)


Title: President

Attest:  (Seal)

Date: May 18, 2018



Approved as to form and execution, only.


General Counsel for CFX

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001127

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kisinger Campo & Associates, hereinafter called the "Consultant"

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated June 11, 2015, whereby CFX retained the Consultant to furnish bridge inspection services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 1st day of July, 2017 and ending the 30th day of June, 2018 in the amount of \$350,000.00 which amount restates the amount of the Original Agreement.

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

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

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

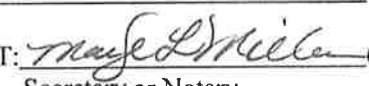
KISINGER CAMPO & ASSOCIATES, CORP.

BY: 

Authorized Signature

Print Name: Paul G. Foley, P.E.

Title: President

ATTEST:  (SEAL)
Secretary or Notary




MADGE L MILLER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF212729
Expires 7/18/2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: 

Director of Procurement

Approved as to form and execution, only


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2**

Contract Name: Bridge Inspection Services
Contract No. 001127
Supplemental Agreement No. 2

This Supplemental Agreement No. 1 entered into this 9th day of March, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and KISINGER CAMPO & ASSOCIATES, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated June 11, 2015, for providing bridge inspection services, in Orange County, Florida.

1. CFX wishes to have the Consultant perform a Bearing Assembly investigation on S.R. 528 WB Ramp to S.R. 417 SB (Bridge No. 750470) for a lump sum increase in the Contract amount of \$82,635.15, as detailed in the attached Exhibit A, with no increase in Contract time.
2. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Bridge Inspection Services

Contract No. 001127

Supplemental Agreement No. 2

Amount of Changes to this document: \$82,635.15

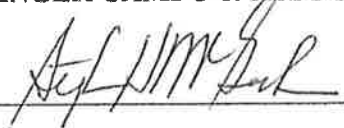
This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

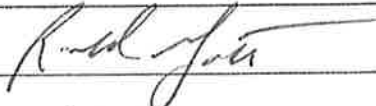
Date: 3-23-17

KISINGER CAMPO & ASSOCIATES CORP.

By: 

Print Name: Stephen H. McGucken, P.E.

Title: C.E.O.

Attest:  (Seal)

Date: March 21, 2017



Approved as to form and execution, only.

General Counsel for CFX



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bridge Inspection Services
Contract No. 001127
Supplemental Agreement No. 1

75053 15-01-31

This Supplemental Agreement entered into this 14th day of December, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as "CFX", and KISINGER CAMPO & ASSOCIATES CORP., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated June 11, 2015, for the cost of providing bridge inspection services, in Orange County, Florida.

1. CFX wishes to update the list of bridges to be inspected by the Consultant to include new bridges added to the system after the Contract was executed and identified by the following bridge numbers,

750851/825	750860
750853/854	750861/862
750855/856	750846/847
750857/858	750842/843
750859/859 <i>plm</i>	750844/845

and,

2. The Consultant hereby agrees to perform the inspections for the additional amount of \$35,267.54 as detailed in Attachment A to this Supplemental Agreement, with no increase in the Contract term, and
3. CFX and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to perform bridge inspections for new bridges added to the system after the Contract was executed.

SUPPLEMENTAL AGREEMENT NO. 1

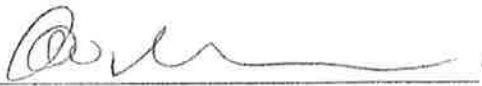
Contract Name: Bridge Inspection Services

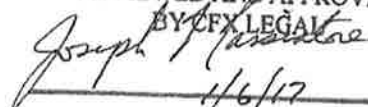
Contract No.: 001127

Amount of Changes to this document: \$35,267.54

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

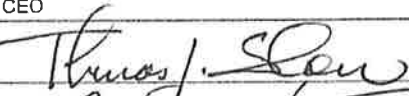
REVIEWED AND APPROVED
BY CFX LEGAL

4/6/17


KISINGER CAMPO & ASSOCIATES CORP.

By: 
Signature

Print Name: Stephen H. McGucken

Title: CEO

Witness: 

Witness: 

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KISINGER CAMPO & ASSOCIATES, CORP.**

BRIDGE INSPECTION SERVICES

CONTRACT NO. 001127

**CONTRACT DATE: JUNE 11, 2015
CONTRACT AMOUNT: \$609,452.23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGREEMENT, SCOPE OF SERVICES, DETAILS
OF COSTS AND FEES, AND PROJECT
ORGANIZATIONAL CHART**

**AGREEMENT, SCOPE OF SERVICES, DETAILS OF COSTS AND FEES, AND
PROJECT ORGANIZATIONAL CHART**

FOR

BRIDGE INSPECTION SERVICES

CONTRACT NO. 001127

JUNE 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Details of Costs and Fees
C	Exhibit "C", Project Organization Chart

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR BRIDGE INSPECTION SERVICES
CONTRACT NO. 001127**

THIS AGREEMENT, made and entered into this 11th day of June 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and KISINGER CAMPO & ASSOCIATES, CORP., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 201 North Franklin Street, Suite 400, Tampa, Florida 33602.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish bridge inspection services required by the AUTHORITY for Contract No. 001127.

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

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

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

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

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a two year term beginning July 1, 2015. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROJECT SCHEDULE

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

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

5.0 PROFESSIONAL STAFF

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

Ayres Associates, Inc.
Bolt Underwater Services, Inc.
Horizon Engineering Group, Inc.

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

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing bridge inspection services for Contract No. 001127.

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Details of Costs and Fees, attached hereto and made a part hereof, in the not-to-exceed amount of \$609,452.23. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in

that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty.

It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of

any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction.

11.0 ADJUSTMENTS

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

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be

reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense

arising out of any negligent act, error or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

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

14.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0 INSURANCE

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

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the

CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

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

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies

shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be

provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests the AUTHORITY, or the CONSULTANT shall

procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

16.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

17.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding

potential conflicts of interest shall be addressed to the Executive Director for resolution. During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

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

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Details of Cost and Fees

Exhibit "C", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on June 11, 2015.

KISINGER CAMPO & ASSOCIATES, CORP.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: *Stephen H. McGucken*

Authorized Signature

Title: C.E.O.

Print Name: Stephen H. McGucken, P.E.

BY: *Claude Miller*

Director of Procurement

Print Name: Claude Miller

ATTEST: *Madge L. Miller* (Seal)



Secretary of Notary
STATE OF FLORIDA
Comm# EE075567
Expires 7/18/2015

Approved as to form and execution, only.

General Counsel for the AUTHORITY


Joseph H. Harrison

**CONSENT AGENDA ITEM
#27**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 12, 2018

SUBJECT: Approval of Subcontractors for the Facilities Maintenance Services contract with DBI Services/Infrastructure Corporation of America (ICA)
Contract No. 001150

DBI Services/Infrastructure Corporation of America, CFX's Facilities Maintenance Services Contractor has requested approval to use the following subcontractors: Harper Limbach LLC, to provide routine maintenance services on A/C systems for all CFX buildings including toll plazas and W.W. Gay Mechanical Contractor of Orlando, Inc., to perform service and modification from a 2-way to a 3-way valves on the HVAC Chiller at CFX's HQ Building. The cost is expected to exceed the \$25,000.00 threshold for each subcontractor established by the Procurement Policy for subcontractors not disclosed by DBI Services/ICA when its contract with CFX was originally awarded.

Board approval of Harper Limbach LLC and W.W. Gay Mechanical Contractor of Orlando, Inc., as subcontractors to DBI Services/ICA is requested.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: DBI/ICA Date: 6/1/2018

CFX Contract Name: Facilities Maintenance Services CFX Contract No.: 001150

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

Subconsultant/Subcontractor Name: Harper Limbach LLC

Address: 5102 W. Laurel Street, Suite 800, Tampa FL 33607

Phone No.: 407-321-8100

Federal Employee ID No.: 16-1622731

Description of Services to Be Sublet: HVAC Equipment

Estimated Beginning Date of Sublet Services: June 2018

Estimated Completion Date of Sublet Services: June 2019

Estimated Value of Sublet Services*: \$180,124.00

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


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

Requested By: 

(Signature of Consultant/Contractor Representative)

Project Manager

Title

Recommended by: 

(Signature of Appropriate CFX Director/Manager)

Date: 6/4/18

Approved by: 

(Signature of Appropriate Services Chief)

Date: 6/15/18

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: DBI/ICA Date: 5/10/2018

CFX Contract Name: Facilities Maintenance Services CFX Contract No.: 001150

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

Subconsultant/Subcontractor Name: W.W. Gay Mechanical Contractor of Orlando Inc.

Address: 33220 39th Street, Orlando, FL. 32839

Phone No.: 407-841-4670

Federal Employee ID No.: 59-3462279

Description of Services to Be Sublet: Perform Modification from a 2-way valve to a 3 way valve on Chiller and Service

Estimated Beginning Date of Sublet Services: May 2018

Estimated Completion Date of Sublet Services: May 2019

Estimated Value of Sublet Services*: \$29,577.00

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

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

Requested By: 

(Signature of Consultant/Contractor Representative)

Project Manager

Title

Recommended by: 

(Signature of Appropriate CFX Director/Manager)

Date: 6/12/18

Approved by: _____

(Signature of Appropriate Services Chief)

Date: _____

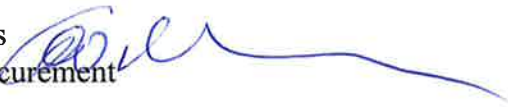
Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#28**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2018

SUBJECT: Approval of Supplement Agreement No. 4 with Infrastructure Corporation of America for Facilities Maintenance Services
Contract No. 001150

Board approval is requested for Supplemental Agreement No. 4 with Infrastructure Corporation of America, in the amount of \$121,358.74 for janitorial services for the CFX Headquarters Building. The original contract is for five years with five (5) one-year renewals.

Original Contract Amount	\$9,363,000.00
Supplemental Agreement No. 1	\$ 4,250.00
Supplemental Agreement No. 2	\$ 16,628.00
Supplemental Agreement No. 3	\$ 47,499.24
Supplemental Agreement No. 4	\$ 121,358.74
Total Revised Contract Amount	\$9,552,735.98

Services to be provided by the Contractor includes additional janitorial services to support extended Image Review hours at the CFX Headquarters Building. The additional compensation will be paid for services through the end of Contract term which is May 24, 2021.

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

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Facilities Maintenance Services

Contract No.001150

Supplemental Agreement No. 4

This Supplemental Agreement No. 4 entered into this 29th day of June 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers at Pinar Plaza, (762 South Goldenrod Road).

1. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person will be provided from 6:00 p.m. until 2:00 a.m. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor at a rate of \$3,193.65 per month for 38 months totaling \$121,358.74.
2. The Contractor hereby agrees to provide the additional services with an increase in Contact amount of \$121,358.74 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 4 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. 4; that acceptance of this Supplemental Agreement No. 4 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. 4

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 4

Amount of Changes to this document: \$121,358.74

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

INFRASTRUCTURE CORPORATION OF AMERICA

By: _____

Title: _____

Attest: _____

Date: _____

Approved as to form and execution,
only.

General Counsel for CFX



4501 34th st, Suite C
Orlando FL, 32811
407-204-3850

Quote

DATE April 23, 2018
Quotation # 6

Bill To:
Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando FL, 32807
407 690 5000

Quotation valid until: March 31, 2018
Prepared by: James Martin

Additional janitorial services for new second shift at CFX HQ

Description	AMOUNT
Supply (1) person for janitorial services for Egis second Shift (35 Egis workers) per month	\$ 3,193.65
Pricing includes (1) person from South East Business Services INC. To supply janitorial services for Egis second shift (35) persons.	
Total price includes personnel and supplies for monthly janitorial services until May 2021	
TOTAL	\$ 121,358.74

If you have any questions concerning this quotation, contact James Martin, 407-625-9209, James.Martin@Dbiservic

THANK YOU FOR YOUR BUSINESS!

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. ~~2~~ ^{SE} 3 ^{gr.}

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 3

2018 APR 5 AM 11:44

This Supplemental Agreement No. 3^{SE} entered into this 15th day of March, 2018, 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 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to add maintenance by the Contractor of the Ponkan, Coronado and Mount Plymouth toll plaza buildings including the following services in accordance with the applicable specifications: locksmith; pest control; plumbing inspection twice per year; annual roof inspection; plumbing maintenance; roof maintenance; annual dry chemical inspection; painting; miscellaneous building repairs. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor in the lump sum amount of \$47,499.24
2. The Contractor hereby agrees to provide the additional services with an increase in the Contract amount of \$47,499.24 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Facilities Maintenance Services

2018 APR 5 AM 11:44

Contract No. 001150

Supplemental Agreement No. 3

Amount of Changes to this document: \$47,499.24

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Date: 4/9/18

INFRASTRUCTURE CORPORATION OF AMERICA

By: [Signature]
Title: President

Attest: [Signature]
Date: 4/2/18



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2**

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 2

This Supplemental Agreement No.2 entered into this 17th day of May, 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 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to add maintenance by the Contractor of the Hiawassee Backup Data Center including the following services in accordance with the applicable specifications: locksmith; pest control; plumbing inspection twice per year; annual roof inspection; plumbing maintenance; roof maintenance; annual dry chemical inspection; painting; miscellaneous building repairs. Maintenance services will not include air conditioning repair and maintenance or generator repair and maintenance which will be performed by others. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor in the lump sum amount of \$16,628.00.
2. The Contractor hereby agrees to provide the additional services with an increase in the Contract amount of \$16,628.00 and no increase in the Contract time.
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: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 2

Amount of Changes to this document: \$16,628.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

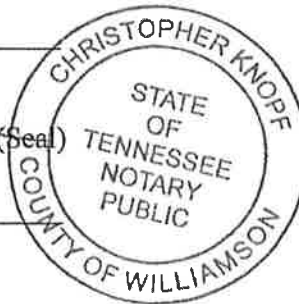
Date: 6/1/17

INFRASTRUCTURE CORPORATION OF AMERICA

By: [Signature]
Title: COO

Attest: [Signature]

Date: 5/25/17



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1**

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 10th day of August, 2016, 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 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to amend the language in the Maintenance Specifications, Attachment 21, Janitorial Services – Headquarters Building, as follows:
 - A. In Article 2.0, General Requirements, delete the language in subarticle 2.2 in its entirety and insert the following new language in its place:

“2.2 The Contractor shall provide one person on site between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, exclusive of CFX holidays, to perform miscellaneous cleaning tasks. The assigned person shall have the ability to speak, understand and take written instructions in the English language.”
 - B. In Article 3.0, Contractor Responsibilities – Detailed Work Schedule, subarticle 3.1, Daily (inside), delete the second paragraph identified as “q” in its entirety and insert the following in its place:

“r. Set up tables and chairs in the board room and conference rooms to accommodate meetings. Restore furniture set up after meeting. Vacuum board room and conference rooms and empty trash receptacles after meetings. One hundred (100) occurrences shall be included in the Contract. Additional occurrences shall be compensated for actual time and costs.”
2. The Contractor hereby agrees to the changes to subarticle 2.2 with no increase in the Contract amount and no increase in the Contract time.

3. The Contractor hereby agrees to the changes to subarticle 3.1 with an increase in the Contract amount of \$4,250.00 and no increase in the Contract time. The increase amount is calculated based on 85 occurrences in addition to the 15 original occurrences during the term of the Contract multiplied by \$50.00 per occurrence.
4. 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.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No.1

Amount of Changes to this document: \$4,250.00

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: 8-17-16

"Contractor":

INFRASTRUCTURE CORPORATION OF AMERICA

By: 

Title: COO

Attest:  (Seal)

Date: 4/15/16

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
INFRASTRUCTURE CORPORATION OF AMERICA**

FACILITIES MAINTENANCE SERVICES

CONTRACT NO. 001150

CONTRACT DATE: APRIL 14, 2016

CONTRACT AMOUNT: \$9,363,000.00

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

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

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

FOR

FACILITIES MAINTENANCE SERVICES

CONTRACT NO. 001150

APRIL 2016

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT**

This Contract No. 001150 (the "Contract" as defined herein below), is made this 14th day of April, 2016, between the CENTRAL FLORIDA EXPRESSWAY, 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 facilities maintenance services for toll facilities on S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beachline Expressway), S.R. 429 (Daniel Webster Western Expressway), S.R. 414 (John Land Apopka Expressway), S.R. 551 (Goldenrod Road Extension), the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive), and related tasks as may from time to time be assigned to the CONTRACTOR; and,

WHEREAS, on or about January 24, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three 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, toll facilities on S.R. 408, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension, the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive), 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,
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONTRACTOR, and
- 1.6 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 in the Notice to Proceed from CFX. 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 \$9,363,000.00.

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 May 25, 2016 through May 24, 2017. 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 facilities maintenance services.

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 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.

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.

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 elsewhere, 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

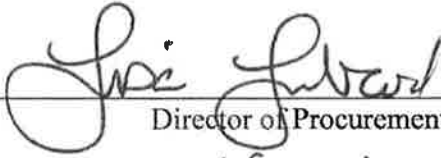
25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

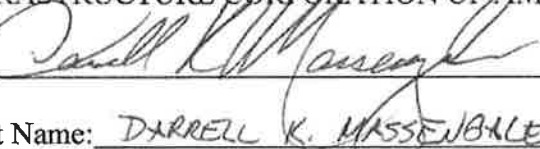
26.1 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

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 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By: 
Director of Procurement
Print Name: Lisa Lombard

INFRASTRUCTURE CORPORATION OF AMERICA

By: 
Print Name: DARRELL K. MASSENGALE
Title: COO

ATTEST:  (Seal)

Approved as to form and execution, only.



General Counsel for CFX

**CONSENT AGENDA ITEM
#29**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 20, 2017

SUBJECT: Approval of Supplemental Agreement No. 1 with G4S Secure Solutions USA, Inc. for Security Guard Services
Contract No. 001319

Board approval is requested for Supplemental Agreement No. 1 with G4S Secure Solutions USA, Inc., in the amount of \$277,000.00 for one year to provide additional security guards for CFX's Headquarters Building. The original contract is for three years with two (2) one-year renewals.

Original Contract Amount	\$ 227,052.00
Supplemental Agreement No. 1	<u>\$ 277,000.00</u>
Total Revised Contract Amount	\$ 504,052.00

Services to be provided by the contractor include security guard services to support extended Image Review hours.

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

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Security Guard Services

Contract No. 001319

Supplemental Agreement No. 1

This Supplemental Agreement entered into this 29th day of June 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as "CFX", and G4S Secure Solutions, USA, Inc., herein referred to as the "Contractor", the same being supplementary to the Contract by and between the aforesaid, dated July 13, 2017, for the cost of providing security guard services at its Headquarters Building.

1. CFX has determined it necessary to increase the number of full time security guards located at CFX's Headquarters Building with an increase in the Contract amount of \$277,000.00 based on the current contract hourly billing rate. This Supplemental Agreement is for the anticipated need of four (4) full-time security guards; One (1) security guard to cover the extended hours for the 2nd Floor – 6:00 p.m. to 2:00 a.m., and three (3) full-time security guards to implement the Headquarters building security station from 7:00 a.m. to 5:00 p.m. All staff additions included in this Supplemental Agreement No. 1 shall require the written authorization and notice to proceed from the CFX Director of Maintenance or his designee, and
2. The Contractor hereby agrees to the additional security guards and Contract amount, and
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 original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to increase the compensation and number of security guards at CFX's Headquarters Building.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Security Guard Services

Contract No.: 001319

Amount of Changes to this document: \$277,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

G4S SECURE SOLUTIONS (USA) INC.

By: _____
Signature

Print Name: _____

Title: _____

Witness: _____

Witness: _____

Approved as to form and execution, only

General Counsel for CFX

G4S Security Guard Services

Based on 12 hours per Day / 5days per week

Total 60 hours per week

Current Contract (001319)

Metal Detector Equipment Cost

Level I UnArmed Guard

Level II Unarmed Guard

Additional Level III Armed Guard

Annual**Hourly Rate****Holiday Rate****Total**

\$75,684.00

\$23.83

\$33.36

\$227,052.00

\$15,000.00

\$56,437.52

\$17.77

\$24.88

\$169,312.56

\$69,332.08

\$21.83

\$30.56

\$207,996.24

\$75,684.00

\$23.83

\$33.36

\$227,052.00

****** Three additional Armed Guards to operate new metal detector

\$75,684.00 x 3

\$227,052.00

****** One additional security guard for approximately 40 hours per week
to accommodate extended 2nd floor hours

\$23.83 x 40hrs

x 52 weeks

\$49,566.40

For 1 Year

\$276,618.40

Request for Consent Agenda**\$277,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SECURITY GUARD SERVICES
CONTRACT NO. 001319**

This Agreement is made this 13th day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and G4S SECURE SOLUTIONS (USA) INC., whose address is 3452 Lake Lynda Drive, Suite 250, Orlando, Florida 32817, 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 CFX, 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 provide security guard services at its Headquarters Building; and

WHEREAS, on or about December 15, 2014, the CONTRACTOR entered into an agreement with the State of Florida, Department of Managements Services, Division of State Purchasing; hereinafter "State," to provide the same services as required by CFX; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the State, State Term Contract No. 92121500-14-01, for 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 State; and

WHEREAS, the CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in its contract with the State, 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. RECITALS

The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE STATE TERM CONTRACT

The parties adopt the terms and conditions in the Contract with the State ("the State Term Contract") attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The term "Department" in the State Term Contract shall be replaced with the "Central Florida Expressway Authority."

2.2 Paragraph 2 on page 1 entitled "Initial Contract Term" shall be replaced with the following: "This Agreement shall be effective for an initial term of three (3) years from the date of the Notice to Proceed, and shall continue, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of CFX. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term."

2.3 Paragraph 4 on page 2 entitled "Statement of Work" shall be supplemented with the following: "CONTRACTOR agrees to provide the services set forth in the Memorandum from CONTRACTOR and Armed Security Scope of Services for the Price set forth in the Price Proposal, collectively marked as **CFX Composite Exhibit 1**."

2.4 Paragraph 11 on page 6 entitled "Electronic Invoice" shall be deleted.

2.5 In Paragraph 13 on page 8 entitled, "Insurance Requirements", the Central Florida Expressway Authority shall be an Additional Insured for the entire length of the Agreement.

2.6 In paragraph 13.5 on page 9 entitled "Certificates of Insurance," the certificate holder's name upon the certificates shall be the Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

2.7 In paragraph 15 on page 10 entitled "Intellectual Property," the "State of Florida" shall be replaced with "CFX."

3. 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 Agreement in the manner and to the full extent as required by CFX.

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the Price Proposal attached to this Agreement.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated in the CONTRACTOR's State Term Contract.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 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.

6. CONTRACTOR'S RECORDS.

The CONTRACTOR shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The CONTRACTOR hereby grants CFX and its duly authorized representative's permission to audit and review any and all of the CONTRACTOR's records pertaining to the Agreement. The CONTRACTOR shall furnish CFX all invoices and statements for which it requests reimbursement.

7. PERSONAL SERVICE CONTRACT.

This Agreement is not assignable by the CONTRACTOR without the expressed written consent of CFX.

8. ENTIRE AGREEMENT.

It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Agreement (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 Agreement 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 Agreement (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.

10. PRESS RELEASES.

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

11. PERMITS, LICENSES, ETC. Throughout the term of the Contract, 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.

12. 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).

13. 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."

14. LAWS OF FLORIDA; VENUE.

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

15. 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.

16. 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.

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.

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. 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.

19. NOTIFICATION of CONVICTION of CRIMES


CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or other individuals assigned to CFX 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. CFX reserves the right to require replacement of any individual for any reason with or without cause.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board at its meeting on July 13, 2017.

APPROVED BY:

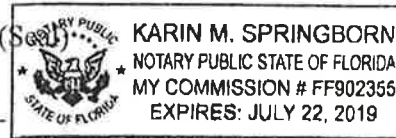
G4S SECURE SOLUTIONS (USA) INC.

By: 


Steven A. Billips, General Manager
Print Name and Title

Attest: 

Date: 18 July 2017



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Approved as to form and execution, only.



General Counsel for CFX

**CONSENT AGENDA ITEM
#30**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 25, 2018

SUBJECT: Authorization to Execute Cooperative Purchase Agreement with Ayres Associates, Inc., for Systemwide Overhead Sign Inspection Services
Contract No. 001432


Board authorization is requested to execute an agreement with Ayres Associates, Inc. in the not-to-exceed amount of \$621,000.00 for two years to perform systemwide overhead sign inspections.

This will be a cooperative purchase (piggyback) agreement based on a contract between Ayres Associates, Inc., and the State of Florida for the same services which will allow CFX to take advantage of the favorable bid prices received by the State of Florida.

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

Reviewed by: 

Don Budnovich, PE
Director of Maintenance



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 001432**

This Contract is made this 29th day of June 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the CFX and AYRES ASSOCIATES, INC., 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the CONSULTANT:

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 CFX, 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 CONSULTANT to provide overhead sign inspection services; and,

WHEREAS, on or about June 22, 2017, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (FDOT) (identified as Contract No. C-9V13) to provide the same services as required by CFX; and,

WHEREAS, letters of interest seeking qualified consultants to perform such services for CFX was not required because the CONSULTANT has an existing contract with the FDOT for the same services to be provided hereunder and CFX has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by the FDOT; and,

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

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

1. SERVICES TO BE PROVIDED

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

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be two (2) years from the date stated in the Notice to Proceed from CFX. There shall be two (2) 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 CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial two-year Contract Term and any renewals.

Termination shall be according to the CONSULTANT's agreement with the FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed \$621,000.00 during the term of the Contract unless amended by mutual agreement of the parties.

4. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with the FDOT. Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of 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.

5. INDEMNITY

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

Further, CONSULTANT 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 CONSULTANT, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT, its subcontractors, officers, agents or employees, 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:

5.1 violation of same by CONSULTANT, its subcontractors, officers, agents or employees,

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

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

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

5.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

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

5.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT 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 CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

6. PUBLIC RECORDS

7. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.

8. Notwithstanding the section on "Press Releases," 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, and to:

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

10. 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.

11. 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 CONSULTANT does not transfer the records to the public agency.

12. 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONSULTANT or keep and maintain public records required by the public agency to perform the service. If CONSULTANT transfers all public records to the public agency upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT 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.

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

14. 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.

15. 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.

16. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

AUDITOR 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.”

AUDITOR 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.”

17. PRESS RELEASES

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

18. PERMITS, LICENSES, ETC.

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

19. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

20. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person,

company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this 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.

CONSULTANT 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. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT 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, CONSULTANT 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.

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

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

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

21. NONDISCRIMINATION

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

22. SUBLETTING AND ASSIGNMENT

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

23. 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.

24. 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.

25. RELATIONSHIPS

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

Any approval by 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.

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

26.2 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

17. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.

18. CONSTRUCTION MEANS AND METHODS. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such construction contractors' failure to perform work in accordance with the contract documents.

19. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either CFX or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.

20. FORCE MAJEURE. In no event shall either CFX or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

. INSPECTOR GENERAL

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

29. ASSIGNMENT

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

30. E-VERIFY

AUDITOR 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 AUDITOR during the term of the contract. AUDITOR 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.

31. 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 AUDITOR to that effect.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was awarded by CFX's Board of Directors at its meeting on June 29, 2018.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

AYRES ASSOCIATES, INC.

By: _____

Print Name: _____

Title

Attest: _____ (Seal)

Date: _____

Approved as to form and execution, only.

General Counsel for CFX



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 22, 2017

Mr. Jayant Saxena
Vice President
Ayres Associates Inc
4322 S. Hopkins Avenue
Titusville, FL 32780

Subject: Standard Agreement
C-9V13
District Five Overhead Sign & High Mast Light Pole Inspections
Financial Project ID No. 412456-1-72-08

Dear Mr. Saxena:

This is your authorization to begin work on the project referenced above, pursuant to the agreement dated June 22, 2017 between your firm and the Florida Department of Transportation. Please be reminded that the Project Manager or his designee must approve any changes in key staff in advance.

Services under this contract are to be completed on or before June 21, 2021.

Sincerely,

DocuSigned by:
A handwritten signature in black ink, appearing to read "Alan E. Hyman", is written over a white rectangular box.

BC91A4E30A15477
Alan E. Hyman, P.E.
Director of Transportation Operations
District Five

AEH/knc

Contract Details

Contract: C9V13



Type

Contract Funding Terms:	1 - Encumber Contract for Contract Term	Status:	04 - Pending Award Non Construction
Contract Type:	CA - ENGINEERING (ENGINEER)	Is PPP Contract:	No
Procurement Method:	C - REQUEST FOR PROPOSAL (287.55,F, S.)	Last 6 S Line:	0002
CFDA:	CSFA:	Recipient:	
Last Update User ID:	FI522KS	Last Updated:	6/20/17 8:17 AM
			Open New Contract Funds Approval Letter



Amounts

Original Amount:	\$665,271.00	Contract Total:	\$665,271.00	Amendment Amount:	\$665,271.00
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Dates

Beginning Date:	5/31/17	Ending Date:	5/30/27	Service Ending Date:	5/30/21
Advertise Date:		Letting Date:		Award Date:	
Execution Date:					



Vendor Information

Vendor Number:	F390965082008	Vendor Name:	AYRES ASSOCIATES INC	Is Active:	Yes
Address		City	State	Zip Code	
8875 HIDDEN RIVER PARKWAY		TAMPA	FL	33637	



Contract Amendments

STANDARD PROFESSIONAL SERVICES AGREEMENTContract No.: C-9V13FDOT Financial ID No.(s) 412456-1-72-08Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S.N/A*(required for contracts in excess of \$5 million)*F.A.P. No. TBD

THIS AGREEMENT, made and entered into this 22nd day of June 2017, by and
(This date to be entered by DOT only)
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter
called the Department and Ayres Associates Inc
(FEID No. 39-0965082) of 4322 S. Hopkins Avenue, Titusville, FL 32780

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated September, 2016 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

N/A

are incorporated by reference and made a part of this Agreement.

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
District Five Overhead Sign & High Mast Light Pole Inspections
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 4322 S. Hopkins Avenue, Titusville, FL 32780.

2. TERM

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 10 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- ☒ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's Director or Designee which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within 48 months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment or Supplemental Agreement.
- ☐ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's _____ and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$_____
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____, which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

STANDARD PROFESSIONAL SERVICES AGREEMENT**3. INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$250,000.00.

4. SUBCONTRACTS

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms**:

Kisinger Campo & Associates, Corp.; FIT Engineering LLC; Patel, Greene, and Associates, P.L.L.C.

5. COMPENSATION

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. MISCELLANEOUS

A. Reference in this Agreement to Director will mean the Director of Transportation Operations.

B. The services provided herein ☒ do ☐ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-37 : Exhibit "A", Scope of Services

Page B-1 through Page B-4 : Exhibit "B", Method of Compensation

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

AYRES ASSOCIATES INC

Name of Consultant

DocuSigned by:

BY:

Jayant Saxena

Authorized Signature

Jayant Saxena

(Print/Type)

Title: Vice-President

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

DocuSigned by:

BY:

Alan E. Hyman

BC91A4E30A15477...

Alan E. Hyman, P.E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:

Michelle Sloan

Professional Services Unit

LEGAL REVIEW

DocuSigned by:

Ryan M. Miller

General Counsel Office

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS

September, 2016

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department 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 will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

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

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be

considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. TERM:

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

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

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. COMPENSATION:

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Consultant for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Consultant may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Consultant for lodging/hotel expenses in excess of \$150.00 per day.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will 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 will 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 will prevent the making of contracts for periods exceeding one 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. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND INSURANCE:

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, 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 the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. COMPLIANCE WITH LAWS:

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant 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 he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department 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.
- E. The Consultant shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant shall:
- (1) Keep and maintain public records required by the Department to perform the service.
 - (2) Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Department.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant or keep and maintain public records required by the Department to perform the service. If the Consultant transfers all public records to the Department upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation

District 5 - Office of General Counsel

719 South Woodland Boulevard

Deland, FL 32720

- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- K. The Consultant agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- L. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
 - (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

- (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. For Contracts \$1,000,000 and greater, if the Department determines the Consultant submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Consultant notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. This requirement is not applicable to federally funded contracts.

7. ASSIGNMENT AND SUBCONTRACTORS

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North Suite 300
St Petersburg, Florida 33716

8. MISCELLANEOUS

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

- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
 - 1. 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; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- G. The Department may grant the Consultant's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Consultant shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Consultant acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds: During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - (1) employ or retain, or agree to employ or retain, any firm or person, or
 - (2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Consultant hereby certifies that it has not:
 - (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 - (2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

- (3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Fin No: 412456-1-72-08

EXHIBIT "A"

**SCOPE OF SERVICES
FOR
DISTRICT FIVE OVERHEAD SIGN
&
HIGH MAST LIGHT POLE INSPECTIONS**

PROJECT MANAGER: Julia Blackwelder

DISTRICT STRUCTURES MAINTENANCE ENGINEER: Ed Kestory, P.E.

**Stage III
Prepared by Julia Blackwelder
Date 12.7.16
Revised 5.18.17**

EXHIBIT "A"

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1.0 PROJECT OBJECTIVE

- 1.1 Overhead signs and HMLP's located within District 5 of the Florida Department of Transportation, hereinafter called the Department roadways are to be inspected in compliance with Federal and State regulations. For the purpose of this scope a structure is considered to be an overhead Sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and State of Florida Statue 335.074, Safety Inspection of Bridges. National Bridge Inspection Standard Code of Federal Regulations 23-Highways, Part 650, Subpart C; for the inspection of bridges will be applied to all overhead sign and HMLP structures.

2.0 GENERAL DESCRIPTION

- 2.1 The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the **(BrM-AASHTOWare Bridge Management)** format. The Department will provide software and access to the **BrM** network. The consultant is responsible on their own expense for procuring training in **BrM** for its employees. The Sign structures and HMLP's to be inspected are located on State maintained roadways within the limits of District 5. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every five years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.
- 2.2 The amount of signs and HMLP's under this contract is dynamic; therefore the contract quantities listed below are estimated.
- 2.2.1 Six hundred eighty six **(686)** Sign Structures and HMLP's will require routine inspections. It is estimated that two hundred fifty **(250)** Initial/Post Construction Sign/HMLP inspections will be performed and will require issuance of overhead Sign/HMLP numbers, since prior inspection of these newly constructed or newly inventoried

Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned to the project and all signs numbers will be displayed on the plans and the plans imported into EDMS for review by the Project Manager at the time of the inspection report submittal. Any Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the BrM inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

- 2.2.2** Twenty five **(25)** interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical BrM Condition State Rating of 4 or greater will require an interim inspection.
- 2.3** The contract period shall be forty-eight (48) months and shall begin from the date of the written notice to proceed issued by the Department.
- 2.4** For the purpose of this agreement a structure is considered to be an overhead sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statutes.
- 2.5** All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering Bridge and Ancillary Highway Structures Inspection standards of practice:

National Bridge Inspection Standard Code of Federal Regulations
23 - Highways, Part 650, Subpart C;

State of Florida Statute 335.074, Safety Inspection of Bridges;

Manual for Condition Evaluation of Bridges American Association of State Highway & Transportation Officials (AASHTO);

Bridge Inspector Training Manual 90 U.S. Department of Transportation/Federal Highway Administration; (USDOT /FHWA)

Inspection of Fracture Critical Bridge Members FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration;

Bridge & Other Structures Inspection & Reporting Procedures, Manual (FDOT) Revised 8/17/2016

Bridge Management System Coding Guide (FDOT) Revised 8/11/2016

Manual on Uniform Traffic Control Devices (USDOT /FHWA)
Accident Prevention Procedures Manual, State of Florida Department of Transportation;

State of Florida Roadway and Traffic Design Standards State of Florida Department of Transportation.

F.D.O.T. Standard Specifications for Road & Bridge Construction.

FDOT Bridge Inspection Field Guide National Bridge, Bridge Management and Agency Defined Elements 11/1/16

Guidelines for the Installation, Inspection, Inspection, Maintenance & repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signal U.S. Department of Transportation/Federal Highway Administration (USDOT/FHWA)

Any Subsequent revisions to the documents listed in **2.5** after the Notice to Proceed shall be evaluated by the Department and the consultant for impact on this Scope of Services.

3.0 PERSONNEL REQUIREMENTS

- 3.1** A qualified individual must be at the overhead sign site or HMLP site to supervise inspection activities at all times. To be qualified, an individual must have completed the following FHWA-NHI 130055

Safety Inspection of In-Service Bridges. Be registered as a Professional Engineer in Florida and experienced in the inspection of bridges (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F. A. C.

- 3.2** An organizational chart shall be submitted to the Department for approval. The organization chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the Department's Project Manager for approval. The notification must be in writing within seven (7) calendar days of the change.
- 3.3** Each final inspection report shall be sealed in accordance with Section 471.025, Florida Statute; by the Professional Engineer, who confirms the accuracy and completeness of all the report contents. The individual signing and sealing reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.
- 3.4** Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.
- 3.5** Subcontracting firms and the work they will perform shall be identified in the Technical proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by the Department.

4.0 WORK ITEMS

4.1 FIELD INSPECTIONS

- 4.1.1** Field inspections must be conducted in accordance with the publications listed in Section 2.5 of this document. The Professional Engineer or Certified Bridge Inspector on site shall be responsible for

the detection of all deficiencies and the determination, recording of the structure's condition which must include the personal hands on inspection of all significant deficiencies. The Professional Engineer or Certified Bridge Inspector is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity. During the course of routine inspections any signs or HMLP's found not previously in the inventory and or without a reference number should be reported to the Project Manager immediately.

- 4.1.2** Every visible surface of all members of each Sign Structure or HMLP must be examined. HMLP's can be inspected with the use of Unmanned Aircraft System, Unmanned Aerial Vehicle, drone or similar system. However, with **"The use** of any Unmanned Aircraft System, Unmanned Aerial Vehicle, drone, or similar system you must comply with federal, state, and local laws and regulations.

"Members that cannot be examined because of debris, vegetation, etc., shall be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than one hour for the inspection team to perform. The Department Project Manager shall be consulted to verify the condition or to schedule for the Maintenance Yard to perform the work and reschedule the inspection. Overhead Sign Structure members or HMLP's elements that cannot be inspected prior to report publication due to debris, vegetation, dirt, etc., must be documented in the report as such with the reason for not completing the inspection.

- 4.1.3** Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded in English units. Element Condition states should be specified in the element inspection notes with the deficiency described.

- 4.1.4** The Consultant shall not permit any inspector to perform consecutive routine inspections on the same sign structure. If this occurs, the Consultant shall repeat the inspection using another inspector at no additional charge to the Department.

- 4.1.5** If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial traffic restrictions, the

Department's Project Manager or designated representative must be verbally notified immediately (in person, no voicemail). Verbal notification must be confirmed with written notification within **24** hours.

4.1.6 Inspection of the base plate to pole welded connection will be performed on all the HMLP & WSHMLP. Inspection of both the *exterior and interior* weld is required. A borescope is recommended but alternatives may be used upon approval. Be specific when documenting the percent of section loss, give actual measurement when possible.

4.1.7 Mark area of deficiency with orange paint or ribbon. (Limit use of paint in highly visible areas.)

4.1.8 If there is a bolt deficiency, provide bolt diameter and bolt length.

4.1.9 Color photographs and sketches should be used to illustrate one typical example of a severe and/or common deficiency. When deficiencies are severe enough to warrant immediate repair, one photograph illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential features of a deficiency shall be emphasized, by marking arrows or dimensions directly on the photograph. The captions for all photographs shall include a description of the photograph and the date the photograph was taken.

4.2 INSPECTION REPORTS

4.2.1 The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT. Each report will be generated in **BRM** and stored in EDMS and contain all documentation specified by this agreement.

4.2.2 Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within seven (7) calendar days on the reports that do not conform to the

specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department with an original of each report. A hard copy of the photo inventory, and any other inspection documents will be submitted with the report. After final acceptance all inspection documents and photo inventory will be submitted into EDMS and published, then payment will be rendered.

4.2.3 The **BRM** element notes shall provide a comprehensive description of all Sign Structures and HMLP deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action performed since the last inspection. This serves two purposes; the most effective repair can only be determined if the source of the deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.

4.2.4 The Consultant will identify all "California" overhead sign structures within the element inspection notes.

4.2.5 In addition to the information required by **BRM**, all reports shall contain, if needed, an addendum section, which will include the following:

- A. All element notes which cannot be written in the report due to space limitations.
- B. The consultant will provide new location maps for all structures. The location maps shall provide sufficient detail to allow a person not familiar with the area to find the structure. One printed copy showing the location of the structure will be included with each inspection report.
- B. Sign Panel and Deficiency Location Photograph

All additional addendum information will be stored as an addendum in the Media Section of **BrM**.

- 4.2.6** Standoff distance measurements are to be noted in the foundation section of the report.

4.2.7 PHOTOGRAPHIC INVENTORY

- 4.2.7.1** A minimum of four (4) inventory photos are required for each structure. All photos must be in color with a date stamp. Photo Inventory will include a photo of the front of the sign, back of the sign, foundation and the Sign Structure number.

The Consultant will be responsible to take a new photographic inventory for all initial inspections or whenever the structure is altered, and at a minimum every 10 years and it will also be entered into the Multimedia in **BrM** and EDMS.

4.3 COMPREHENSIVE INVENTORY DATABASE RECORDS (CIDR)

- 4.3.1** The Department must maintain a computer file referred to as the CIDR file, which contains data items pertaining to a structures identity, condition and description. It is of utmost importance that the CIDR data be accurate and complete.

- 4.3.2** When records are added to the computer file a report is generated for each structure and is referred to as CIDR sheets. The CIDR sheets must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

- 4.3.3** Each Sign Structure report must contain a CIDR section sealed in accordance with Section 471.025, F. S., by the Professional Engineer, which confirms its accuracy and completeness. The CIDR section must follow the inspection report.

4.3.4 STRUCTURE'S TO BE UPDATED ON STRAIGHT LINE DIAGRAM'S

- 4.3.5** The Department will supply the Consultant with a CD with all straight-line diagrams for each structure to be located on. The Consultant will update the straight-line diagram as changes occur to show the addition of new structures or deletions of old structures and to correct errors found on the map. Two hard copies (11 x 17)

shall be delivered by the Consultant at the end of the contract. An updated disk will be returned to the Department as directed by the Department Project Manager.

4.4 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

4.4.1 The Consultant, at their own cost must maintain an active VPN connection which will be used to access **BRM** and import electronic documents into the Department's Electronic Document Management System (EDMS)

The Consultant shall provide personnel proficient in the use of computers to input Structures Inspection Documents into the Department's EDMS. This will require familiarity with the Structures Management EDMS. Document guidelines for the EDMS are posted on the Infonet. Duties will include printing the inspection report to a PDF file and then attributing (assigning information specific to the document), importing directly into EDMS folder) and retrieving documents that are to be archived electronically in the Department's EDMS. Documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in **BrM** will be downloaded **BrM** using the print to PDF command. This effort should be included into the cost of scheduled inspections. Document names will follow the D5 Structure Maintenance Naming Conventions & Attribution Document.

The Department's EDMS system is Hummingbird Document Management Software (DM). The consultant must purchase a single named user Hummingbird license for each vendor site (physical location). This license must be purchased directly from Hummingbird. Instructions for purchasing the license(s) can be found on the department internet site:

4.5 WORK ORDERS

4.5.1 The consultant will be responsible for insuring that corrective action is requested through a work order. To accomplish this it will be

necessary to review the inspection reports & the District Five Policies and decide if corrective action is warranted for each deficiency reported. A Feasible Action Review Committee F.A.R.C. will be established containing no less than three management level engineers. The committee will meet on a weekly basis to review the week's inspection reports, and will present its findings to a representative of the Department for final approval. Work orders will be submitted with the final inspection reports. A copy of the Work orders will be generated through the Reports Applet, Work003-Work Order Maintenance (Wom Report). Upon approval a work order for each of the selected deficiencies generated in the **BRM** system will be uploaded into the MMS system.

4.6

DISTRICT FIVE POLICY

D5 has its own policy for inspecting and reporting specific items of the structure. D5 reserves the right to modify and add to the list shown below at any time. The Consultant will have to Comply with the current policy and or any changes that will happen in the future.

Structures Inspection District Five Policy			
Implementation Date	Structure Type	Topic	Policy
2/29/2012	Signs & TSMA	Moment Connection Gaps	For connection with two horizontal plates, most truss type bearing connections, as long as bolts are tight no work order is needed no matter what the gap measures. Continue to measure and note in report. For connection with two vertical plates, most mast arm type moment connections, continue to ask for work order or repair recommendation to eliminate gaps >1/8". If gaps are 1/8" or less and the bolts are tight, no work order is required.
3/1/2012	All	Stand-off distances	For truss/bridge type structures, do not issue a work order for stand-off distances within 2 anchor bolt diameters. If the stand-off distance exceeds 2 bolt diameters, issue a work order for a FARC review. For all other structures, if the stand-off distance exceeds one anchor bolt diameter by one inch, issue a work order for a FARC review.
3/1/2012	All	Grout pads/rings	If a grout pad is solid, has no cracking or corrosion bleed out; do not remove grout pad. Remove a grout pad/ring that has any of the following characteristics: hollow sounding, cracking, corrosion bleed out, efflorescence, standing water, missing column cap, holes in column, clogged weep hole, no weep hole or spalling. If the grout pad is too difficult to remove (refer to scope of contract), issue a work order or repair recommendation to remove grout pad.
3/1/2012	All	Missing anchor bolt jam nuts	If there is no jam nut on the anchor bolt and there is room for a full height jam nut issue a work order or repair recommendation to install a full height jam nut. If there is no jam nut on the anchor bolt and there isn't room to install a full height jam nut but there is room for a half height jam nut issue a work order or repair recommendation to install a half height jam nut. If there is no jam nut on the anchor bolt and there isn't room for a half height jam nut issue a work order or repair recommendation to replace the nut with a locking nut.

4.7**MAINTENANCE ITEMS TO BE HANDLED DURING INSPECTIONS**

The Certified Bridge Inspector will be responsible to perform the following maintenance activities as part of the inspection.

Painting of Structural Components with Cold Galvanizing: The inspectors will clean and paint only primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign). Cold Galvanizing will be supplied by FDOT.

Loose Anchor Bolt Nuts: The inspectors with a pipe wrench and "cheater bar" will tighten loose anchor bolt nuts and jam nuts.

Missing Anchor Bolt Nuts: The required size will be measured and documented in the element inspection notes in the report.

Loose High Strength Bolts: Loose high strength bolts (at the moment connectors, box section connectors, and primary element connections) will be tightened to the extent possible by the inspector, but will not be tightened to a specified torque value. This information will be documented in the element inspection notes in the report.

Missing High Strength Bolts and Nuts: The inspectors will **not** replace missing high strength bolts and nuts, but the inspector will obtain the required size of the missing fasteners to be documented in the element inspection notes in the report.

Missing and Loose Sign Panel and Sign Backing Connection Bolts: The inspector will tighten loose sign panel and sign backing bolts. Inspector will replace all missing sign fasteners if accessible and not an excessive effort.

Grout Pads or rings: See District Five Policies on page 12 of the scope.

4.9**QUALITY CONTROL****5.0****GENERAL**

The consultant shall institute quality assurance procedures, which shall be provided in written form to the Department for review and approval before the notice to proceed, is executed. Quality

assurance procedures are an integral part of this contract and are not a separate pay item.

- 5.1** The Department may perform additional quality assurance by inspecting Sign Structures and HMLP's that have been previously inspected by the Consultant and reviewing the inspection records for conformity with the Department's findings.

- 5.2 QUALITY REVIEWS**

- 5.2.1** The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.

- 5.2.2** The Quality Assurance Program shall also have a second peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consulting firm.

- 5.3 QUALITY RECORDS**

- 5.3.1** The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be kept at the primary office site for review if need be.

- 5.4 QUALITY ASSURANCE (QA) PLAN**

- 5.4.1** The Consultant shall include a Quality Assurance Plan in the proposal. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instructions to his organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Consultant's Quality Assurance Plan. Significant changes to the work requirements may require the Consultant to revise his Quality

Assurance Plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

- 5.4.1.a** **Organization** - A description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.
- 5.4.1.b** **Quality Reviews** - The Consultant's quality assurance methods used to monitor and assure compliance of their organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.
- 5.4.1.c** **Quality Records** - The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.
- 5.4.1.d** **Quality of Subcontractors and Vendors** - The methods used by the Consultant to control the quality of his subcontractors and vendors shall be detailed in the Quality Assurance Plan.
- 5.4.1.e** **Quality Assurance Certification** - An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the overhead sign and HMLP reports have been prepared and checked in accordance with the Department's specifications for this contract.
- 5.4.1.f** The Department may hold short (1/2 day) training sessions for all inspection personnel biannually, informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.

5.5 QUALITY REVIEWS BY THE DEPARTMENT

- 5.5.1** The Department may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be

notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

5.5.2 Quality reviews shall evaluate the adequacy of materials, documentation process, procedures, training, guidance, and staffing included in the execution of this contract.

5.5.3 Any subcontractors or vendors may be included as part of the quality review.

6.0 REQUIRED MATERIALS

6.1 GENERAL (TO BE PROVIDED BY THE DEPARTMENT)

6.1.1 District 5 Straight Line Diagrams

6.1.2 BRM software and a means to access the Departments BRM database.

6.1.3 Examples of prior Inspection Reports if requested by the consultant.

6.1.4 Self-adhesive node numbers

6.1.5 EDMS Naming Conventions and Attributions Guidelines

6.2 MANUALS (TO BE OBTAINED BY THE CONSULTANT)

Manuals listed in this document may be purchased from the vendors listed below:

6.2.1 FDOT Manuals
Florida Department of Transportation
Maps and Publications Phone (850) 414-4050
On-Line <http://www.dot.state.fl.us/mapsandpublications/>
Haydon Burns Building-605 Suwannee Street,
Tallahassee, FL 32399-0450

6.2.2 AASHTO Publications
American Association of State Highway and
Transportation Officials
Online www.transportation.org

444 N. Capitol Street, NW, Suite 249
Washington, D.C. 20001 USA
Phone 1-800-231-3475

- 6.2.3** FHWA Manuals
U.S. Government Printing Office
Washington, D.C. 20402

7.0 WORK SCHEDULE AND PROGRESS REPORTS

7.1 MATERIALS TO BE FUNISHED AFTER NOTICE TO PROCEED

- 7.1.1** The Consultant will provide the Department with its final written quality control procedure, a proposed work schedule and organizational chart.

7.2 WORK SCHEDULE

- 7.2.1** A proposed work schedule shall be submitted to the Department for approval. This schedule shall show how the Consultant anticipates the work will progress from day to day to completion of agreement. The work schedule shall be established in a manner that will insure that all inspections to overhead Sign Structures and HMLP's will not be delinquent.
- 7.2.2** At the Department's option, a cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to the Department's Project Manager.
- 7.2.3** Work that falls behind schedule must be reported to the Department's Project Manager on a Daily basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.
- 7.2.4** The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the overhead Sign Structures and HMLP inspections shall be included with the Consultant's proposal. The list

of major equipment shall indicate if the Consultant owns the equipment, and if not, his plans for obtaining the equipment.

7.3 PROGRESS REPORTS.

7.3.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task.

7.3.2 The Consultant shall meet with the Department on an as needed basis as deemed necessary by the Department Project Manager.

7.3.3 The Department Project Manager will make judgment on whether work of sufficient quantity has been accomplished by comparing the actual work accomplished against the approved proposed work schedule.

8.0 MISCELLANEOUS

8.1 LEGAL PROCEEDINGS

8.1.1 The Consultant shall serve as an expert witness in any legal proceedings if required by the Department. The fee for these services shall be established if, and when, they are needed.

8.2 ERRORS AND/OR OMISSIONS

8.2.1 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and /or omissions and (approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.3 CONTRADICTIONS

8.3.1 In the event of a contradiction between the provisions of Exhibit "A" and the Consultant's technical proposal, the provisions of Exhibit "A" shall apply.

9.0 LIST OF SIGN STRUCTURES (SEE PAGES 19-36)

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
11S009	Bridge	EB WB 0.1mi East of US-27	US-192	12/16/2015	12/16/2017
11S010	Bridge	EB WB 0.4mi East of US-27	US-192	12/16/2015	12/16/2017
11S011	Cantilever	SB just North of CR-561	SR-19	12/28/2015	12/28/2017
11S012	Cantilever	SB 0.25mi North of CR-561	SR-19	12/28/2015	12/28/2017
11S013	Cantilever	EB at US-27	SR-44	10/15/2015	10/15/2017
11S014	Cantilever	WB at US-27	SR-44	10/15/2015	10/15/2017
11S015	Cantilever	SB S of New Hampshire Ave	US-441	12/28/2015	12/28/2017
11S016	Cantilever	SB 0.5 mi North of SR-50	US-27	4/22/2016	12/20/2017
11S018	Cantilever	NB 0.45 mi S/O US-27	US-441	6/13/2016	6/13/2018
11S019	Cantilever	SB at US-441	US-27	6/13/2016	6/13/2018
11S020	Cantilever	SB 0.2 mi. N/O US-441	US-27	6/13/2016	6/13/2018
11S021	Cantilever	NB 0.75 mi South of SR-50	US-27	10/14/2015	10/14/2017
11S022	Cantilever	NB 0.25mi South of SR-50	US-27	10/14/2015	10/14/2017
11S023	Cantilever	NB at Exit to SR-50 EB	US-27	4/22/2016	10/16/2017
11S024	Cantilever	SB at Exit to SR-50 EB	US-27	10/14/2015	10/14/2017
11S025	Cantilever	NB at Exit to SR-50 WB	US-27	10/14/2015	10/14/2017
11S026	Cantilever	SB at Exit to SR-50 WB	US-27	10/14/2015	10/14/2017
11S027	Cantilever	SB 0.2 mi North of SR-50	US-27	10/14/2015	10/14/2017
36S001	Cantilever	NB 0.5 mi. S of US-301	US-441	10/29/2015	10/29/2017
36S007	Bridge	Just South of SR-40	US-301	10/29/2015	10/29/2017
36S008	Bridge	SB at SR-40	US-301	10/29/2015	10/29/2017
36S012	Bridge	West of US-441	SR-40	10/29/2015	10/29/2017
36S025	Cantilever	NB at US-441 Split	US-301	10/29/2015	10/29/2017
36S026	Cantilever	EB at US-301	US-27	10/29/2015	10/29/2017
36S027	Cantilever	NB at SR-200	US-301	3/11/2015	3/11/2017
36S028	Cantilever	SB at SR-200	US-301	3/11/2015	3/11/2017
36S029	Cantilever	NB at US-27	US-301	3/11/2015	3/11/2017
36S030	Cantilever	WB at US-301	SR-40	3/11/2015	3/11/2017
70P217	GHMLP	SR-520WB E of Indian Rive	SR 520	10/16/2014	10/16/2019
70P218	HMLP	SR-520WB E of Indian Rive	SR 520	10/16/2014	10/16/2019
70P219	HMLP	NB Ramp .3 Mi S of G K B	A1A	1/2/2013	1/2/2018
70S033	Cantilever	EB 0.1 miles West of I-95	SR-514	9/21/2015	9/21/2017
70S034	Cantilever	WB 0.1 miles East of I-95	SR-514	9/21/2015	9/21/2017
70S045	Cantilever	NB at US-192	US-1	1/21/2015	1/21/2017
70S046	Cantilever	SB at US-192	US-1	1/21/2015	1/21/2017
70S047	Cantilever	NB at SR-404	SR-A1A	1/21/2015	1/21/2017
70S048	Cantilever	SB at SR-404	SR-A1A	1/21/2015	1/21/2017
70S090	Mast Arm (DMS)	EB 0.1 mi. W of SR-405	SR-50	5/18/2016	5/18/2018
70S092	Mast Arm (DMS)	EB 0.8 mi. E of I-95	SR-406 EB	8/13/2015	8/13/2017
70S093	Mast Arm (DMS)	NB just S of SR-406	Singleton Ave. NB	8/13/2015	8/13/2017

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
70S094	Mast Arm (DMS)	EB at US-1	SR-406 EB	8/14/2015	8/14/2017
70S095	Mast Arm (DMS)	SB at SR-406	US-1 SB	8/14/2015	8/14/2017
70S096	Mast Arm (DMS)	SB at SR-46	US-1 SB	8/13/2015	8/13/2017
70S097	Mast Arm (DMS)	NB at SR-46	US-1	5/17/2016	5/17/2018
70S098	Mast Arm (DMS)	EB at SR-519	SR-520	5/19/2016	5/19/2018
70S099	Mast Arm (DMS)	NB at SR-520	SR-519	5/19/2016	5/19/2018
70S100	Mast Arm (DMS)	EB 0.3 mi. E of I-95	SR-514 EB	8/12/2015	8/12/2017
70S101	Mast Arm (DMS)	EB 0.1 mi. E of I-95	US-192 EB	8/12/2015	8/12/2017
70S102	Mast Arm (DMS)	WB 0.1 mi E of Wickham Rd	US-192 WB	8/12/2015	8/12/2017
70S103	Mast Arm (DMS)	EB 0.2 mi. E of I-95	SR-518 EB	8/12/2015	8/12/2017
70S104	Mast Arm (DMS)	EB 0.1 mi W of Wickham Rd	SR-518 EB	8/12/2015	8/12/2017
70S105	Mast Arm (DMS)	NB 0.1 mi S of Suntime Bl	CR-509	5/19/2016	5/19/2018
70S106	Mast Arm (DMS)	SB 2.4 mi. E of I-95	CR-509 SB	8/13/2015	8/13/2017
70S108	Cantilever	NB Just South of SR-520	US-1	3/30/2016	3/30/2018
70S109	Cantilever	SB Just North of SR-520	US-1	3/30/2016	3/30/2018
70S110	Mast Arm (DMS)	EB at US-1	CR-5A	5/17/2016	5/17/2018
70S111	Mast Arm (DMS)	NB at CR-5A	US-1	5/17/2016	5/17/2018
70S112	Mast Arm (DMS)	SB at CR-5A	US-1	5/17/2016	5/17/2018
70S113	Mast Arm (DMS)	EB at US-1	SR-46	5/17/2016	5/17/2018
70S114	Mast Arm (DMS)	SB at SR-405	Singleton Ave	5/18/2016	5/18/2018
70S115	Mast Arm (DMS)	NB at Singleton Ave	SR-405	5/18/2016	5/18/2018
70S116	Mast Arm (DMS)	WB 0.3 mi East of SR-405	SR-50	5/18/2016	5/18/2018
70S117	Mast Arm (DMS)	SB at SR-50	SR-405	5/18/2016	5/18/2018
70S118	Mast Arm (DMS)	SB at SR-407	SR-405	5/18/2016	5/18/2018
70S119	Mast Arm (DMS)	NB at SR-405	SR-407	5/18/2016	5/18/2018
70S120	Mast Arm (DMS)	SB 0.25 mi North of US-1	SR-405	5/18/2016	5/18/2018
70S121	Mast Arm (DMS)	NB at SR-405	US-1	5/18/2016	5/18/2018
70S122	Mast Arm (DMS)	SB at SR-528	US-1	5/18/2016	5/18/2018
70S123	Mast Arm (DMS)	SB at SR-524	E. Industry Rd	5/18/2016	5/18/2018
70S124	Mast Arm (DMS)	EB at E Industry Rd	SR-524	5/18/2016	5/18/2018
70S125	Mast Arm (DMS)	WB at Cox Rd	SR-524	5/19/2016	5/19/2018
70S126	Mast Arm (DMS)	EB at Cox Rd	SR-524	5/19/2016	5/19/2018
70S127	Mast Arm (DMS)	NB at SR-524	Cox Rd	5/19/2016	5/19/2018
70S128	Mast Arm (DMS)	SB at SR-520	Cox Rd	5/19/2016	5/19/2018
70S129	Mast Arm (DMS)	EB at Cox Rd	SR-520	5/20/2016	5/19/2018
70S130	Mast Arm (DMS)	NB on Ramp to SR-519	I-95	5/19/2016	5/19/2018
70S132	Mast Arm (DMS)	NB 0.25 mi. S of CR-502	US-1	5/19/2016	5/19/2018
70S133	Mast Arm (DMS)	SB at Suntime Blvd	US-1	5/19/2016	5/19/2018
70S134	Mast Arm (DMS)	EB at US-1	Suntime Blvd	5/19/2016	5/19/2018
70S135	Mast Arm (DMS)	WB at CR-509	Suntime Blvd	5/19/2016	5/19/2018

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
70S136	Mast Arm (DMS)	SB at SR-518	CR-509(Wickham Rd)	5/20/2016	5/20/2018
70S137	Mast Arm (DMS)	SB at US-192	CR-511	5/20/2016	5/20/2018
70S138	Mast Arm (DMS)	EB at CR-509	US-192	5/20/2016	5/20/2018
70S139	Mast Arm (DMS)	SB at CR-516	CR-509	5/20/2016	5/20/2018
70S140	Mast Arm (DMS)	NB at CR-516	SR-507	5/20/2016	5/20/2018
70S141	Mast Arm (DMS)	SB at SR-514	SR-507	5/20/2016	5/20/2018
70S142	Mast Arm (DMS)	NB just South of SR-518	CR-511(John Rodes)	8/16/2016	8/16/2018
70S143	Mast Arm (DMS)	WB at CR-509	CR-516	8/16/2016	8/16/2018
70S144	Mast Arm (DMS)	EB .2 mil West of SR-507	CR-516	8/16/2016	8/16/2018
70S151	Cantilever (DMS)	EB at US-1	CR-502	1/21/2015	1/21/2017
70S168	Mast Arm	SB just North of SR-406	US-1	9/19/2016	9/19/2018
70S169	Mast Arm	NB just South of SR-406	US-1	9/19/2016	9/19/2018
75A012	Bridge	EBWB W of SR-528 Overpass	Boggy Creek Rd	11/18/2015	11/18/2017
75A013	Cantilever	EB 0.25 mi West of SR-436	SR-50	12/11/2015	12/11/2017
75A014	Cantilever	EB 0.1 mi. West of SR-436	SR-50	12/11/2015	12/11/2017
75A015	Cantilever	EB at Exit Ramp to SR-436	SR-50	12/11/2015	12/11/2017
75A016	Bridge	EB Exit Ramp to SR-436	SR-50	12/11/2015	12/11/2017
75A017	Bridge	WB Exit Ramp to SR-436	SR-50	12/10/2015	12/10/2017
75A018	Cantilever	WB at Exit to SR-436	SR-50	12/10/2015	12/10/2017
75A019	Cantilever	WB 0.1 mi. East of SR-436	SR-50	12/10/2015	12/10/2017
75A020	Cantilever	WB 0.25 mi East of SR-436	SR-50	12/10/2015	12/10/2017
75A022	Mast Arm	NB .1mi South of SR-50	SR-436	12/10/2015	12/10/2016
75A023	Mast Arm	SB 0.1 mi North of SR-50	SR-436	12/10/2015	12/10/2016
75A037	Cantilever	EB at Ramp to SR-429	SR-50	2/12/2015	2/12/2017
75A045	Cantilever	EB 50ft. W of US-17	SR 482	10/16/2015	10/16/2017
75A061	Cantilever (DMS)	EB 1 mi. West of SR-482	I-4	1/18/2016	1/18/2018
75A067	Bridge	EB .1 miles West of I-4	SR-536	12/16/2015	12/16/2017
75A068	Cantilever	EB 1.5 mi East of US-17	SR-426	12/9/2015	12/9/2017
75A069	Cantilever	WB 2 miles East of US-17	SR-426	12/9/2015	12/9/2017
75A071	Cantilever	EB 0.25 mi West of SR-528	I-4	12/16/2015	12/16/2017
75A072	Cantilever	EB at Exit to SR-528	I-4	12/16/2015	12/16/2017
75A160	Mast Arm (DMS)	EB 0.2 mi West of SR-417	University Blvd	12/9/2015	12/9/2017
75A163	Mast Arm (DMS)	EB 0.1 mi West of SR-434	SR-50	12/10/2015	12/10/2017
75A164	Mast Arm (DMS)	WB 0.1 mi East of SR-434	SR-50	12/10/2015	12/10/2017
75A165	Mast Arm (DMS)	NB 0.2 mi South of SR-50	Alafaya Trail	12/10/2015	12/10/2017
75A167	Cantilever	WB .4 mi East of SR-434	SR-414	2/8/2016	2/8/2018
75A168	Bridge	NB SB .25 mi. S of US-441	SR-423	2/8/2016	2/8/2018
75A169	Bridge	at Exit to US-441	SR-423	2/8/2016	2/8/2018

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
75A179	Bridge (DMS)	WB 0.5 mil west of SR-536	I-4	4/3/2015	4/3/2017
75A180	Bridge (DMS)	WB/EB 1 mile E of SR-535	I-4	3/31/2015	3/31/2017
75A213	Bridge	I-4 WB Ramp to SR-536 WB	I-4 WB to SR-536	1/28/2016	1/28/2018
75A214	Bridge	Epcot Center Drive at I-4	SR-536	4/22/2016	4/22/2018
75A215	Bridge	Epcot Center Drive at I-4	SR-536 Ramp to I-4	4/22/2016	4/29/2018
75A474	Cantilever	WB Ramp to SR-408 WB Exit	SR-50	11/23/2016	11/23/2018
75A475	Cantilever	WB 0.3 mi E of SR-408 WB	SR-50	11/23/2016	11/23/2018
75A476	Cantilever	EB at Ramp to SR-408 WB	SR-50	11/28/2016	11/28/2016
75P571	GHMLP	I-4 WB Ramp to SR-536	I-4	9/21/2016	9/21/2021
75P572	GHMLP	I-4 WB Ramp to SR-536	I-4	9/21/2016	9/21/2021
75P573	GHMLP	I-4 WB at SR-536	I-4	9/21/2016	9/21/2021
75P574	GHMLP	I-4 WB at SR-536	I-4	9/22/2016	9/22/2021
75P575	GHMLP	I-4 WB at SR-536	I-4	9/22/2016	9/22/2021
75P576	HMLP	SR 536 WB	I-4 WB to SR536	4/20/2016	4/20/2021
75P577	GHMLP	I-4 WB Ramp to SR-536	I-4	9/22/2016	9/22/2021
75P578	HMLP	SR-536 EB	SR-536 EB	4/20/2016	4/20/2021
75P579	HMLP	SR-536 EB	SR-536 EB I-4 WB	4/20/2016	4/20/2021
75P580	GHMLP	SR-536 EB Ramp to I-4 WB	I-4	9/22/2016	9/22/2021
75P581	GHMLP	I-4 WB Ramp - SR-536	I-4	9/22/2016	9/22/2021
75P582	GHMLP	I-4 WB at SR-536	I-4	9/21/2016	9/21/2021
75P583	GHMLP	I-4 WB at SR-536	I-4	9/21/2016	9/21/2021
75P584	GHMLP	I-4 WB at SR-536	I-4	9/21/2016	9/21/2021
75P585	GHMLP	I-4 WB at SR-536	I-4	9/21/2016	9/21/2021
75P586	GHMLP	I-4 WB at SR-536	I-4	9/21/2016	9/21/2021
75P587	HMLP	SR-536 WB	SR-536 WB	4/20/2016	4/20/2021
75P588	HMLP	SR-536 WB	SR-536 WB	4/20/2016	4/20/2021
75P589	HMLP	SR-536 WB	SR-536 WB	4/20/2016	4/20/2021
75P590	HMLP	I-4 EB SR-536 Ramp	I-4	9/22/2016	9/22/2021
75P591	HMLP	SR-536 WB	SR-536 WB	4/20/2016	4/20/2021
75P592	HMLP	SR-536 WB	SR-536 WB	4/20/2016	4/20/2021
75P593	HMLP	SR-536 EB	SR-536 EB	4/20/2016	4/20/2021
75P594	HMLP	SR-536 EB	SR-536 EB	4/20/2016	4/20/2021
75P595	HMLP	SR-536 WB	SR-536 WB	4/20/2016	4/20/2021
75P596	HMLP	SR-536 WB	SR-536 WB to I-4	4/20/2016	4/20/2021
75P597	HMLP	SR-536 WB	SR-536 WB - I-4	4/20/2016	4/20/2021
75P598	GHMLP	I-4 WB on Ramp to SR-536	I-4	10/17/2014	10/17/2019
75P599	GHMLP	I-4 EB on Ramp to SR-536	I-4	10/17/2014	10/17/2019
75P651	GHMLP	I-4 EB on Ramp to SR-536	I-4	10/17/2014	10/17/2019
75P652	GHMLP	I-4 EB on Ramp to SR-536	I-4	10/17/2014	10/17/2019
75P653	GHMLP	I-4 EB on Ramp to SR-536	I-4	10/17/2014	10/17/2019

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
75P654	GHMLP	I-4 WB West of SR-536	I-4	10/17/2014	10/17/2019
75P656	GHMLP	I-4 EB W of SR-536	I-4	10/17/2014	10/17/2019
75P657	GHMLP	I-4 EB E of SR-536	I-4	10/17/2014	10/17/2019
75P658	GHMLP	I-4 EB E of SR-536	I-4	10/17/2014	10/17/2019
75P659	GHMLP	I-4 EB E of SR-435	I-4	10/17/2014	10/17/2019
75P663	GHMLP	I-4 EB West of SR-528	I-4	10/15/2014	10/15/2019
75P664	GHMLP	I-4 EB West of SR-528	I-4	10/15/2014	10/15/2019
75P717	GHMLP	I-4 EB on Ramp	I-4 Ramp	9/22/2016	9/22/2021
75P718	HMLP	I-4 EB East of Osc Pkwy	I-4	9/21/2016	9/21/2021
75P719	GHMLP	I-4 EB East of Osc Pkwy	I-4 EB Ramp	9/21/2016	9/21/2021
75P720	GHMLP	I-4 EB Ramp	I-4	9/22/2016	9/22/2021
75P721	GHMLP	I-4 EB Ramp	I-4	9/22/2016	9/22/2021
75P722	GHMLP	I-4 WB Ramp	I-4	9/21/2016	9/21/2021
75P723	GHMLP	I-4 WB Ramp	I-4	9/22/2016	9/22/2021
75P724	GHMLP	I-4 WB Ramp	I-4	9/22/2016	9/22/2021
75P725	GHMLP	I-4 WB	I-4	9/22/2016	9/22/2021
75S001	Cantilever	EB 0.5 mi. West of SR-527	SR-482	5/22/2015	5/22/2017
75S002	Bridge	WB 335 ft. West of SR-527	SR-482	7/13/2015	7/13/2017
75S133	Mast Arm	NB Just South of SR-50	US-17	1/29/2016	1/29/2017
75S134	Mast Arm	NB at SR-50	US-17	1/29/2016	1/29/2018
75S137	Bridge	WB EB at US-17	SR-414	4/19/2016	4/19/2018
75S138	Bridge	WB EB at US-17	SR-414	4/19/2016	4/19/2018
75S139	Cantilever	SB at SR-50	US-441	1/29/2016	1/29/2017
75S140	Mast Arm	SB North of SR-50	US-441	1/29/2016	1/29/2017
75S145	Cantilever	NB just South of SR-536	SR-535	3/23/2016	3/23/2018
75S147	Bridge	WB 0.2 mi East of I-4 WB	SR-536	3/23/2016	3/23/2018
75S153	Mast Arm	EB 0.1mi West of US-17 92	SR-50	1/29/2016	1/29/2017
75S154	Mast Arm	EB at US-17 92	SR-50	1/29/2016	1/29/2017
75S156	Mast Arm	WB at US-17 92	SR-50	1/29/2016	1/29/2017
75S169	Cantilever	WB 0.3 mi E of SR-408 WB	SR-50	9/21/2015	9/21/2017
75S177	Cantilever	WB at Ramp to SR-528 EB	SR-520	11/16/2015	11/16/2017
75S191	Cantilever	EB .5mi W of SeaWrld Ex71	I-4	1/20/2016	1/20/2018
75S222	Bridge	WB 1mi East of SR-535	I-4	1/20/2016	1/20/2018
75S293	Cantilever	EB .3 mi East of I-4	Central Fla Pkwy	12/18/2014	12/18/2016
75S294	Bridge	WB at I-4 WB Ramp	Central Fl Pkwy	5/21/2015	5/21/2017
75S295	Bridge	EB WB 0.25 mi East of I-4	Central Fl Pkwy	5/21/2015	5/21/2017
75S301	Cantilever	WB at Ramp to I-4 EB	SR-482	1/18/2016	1/18/2018
75S314	Bridge	NB SB .25 mi S of SR-536	SR-535	3/29/2016	3/29/2018
75S315	Bridge	EB WB just E of SR-535	SR-536	3/23/2016	3/23/2018
75S316	Bridge	EBWB Just W of Intrntl Dr	SR-536	3/29/2016	3/29/2018

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
75S317	Cantilever	SB .4 mi North of SR-536	International Dr	3/23/2016	3/23/2018
75S318	Bridge	NB SB .1 mi. N of SR-536	International Dr	3/29/2016	3/29/2018
75S364	Cantilever	WB East of SR-535	I-4	6/15/2016	6/15/2018
75S365	Bridge	EB WB At SR-535 Ramp	I-4	6/15/2016	6/15/2018
75S399	Cantilever	NB at SR-408 EB Ramp	SR-423	10/16/2015	10/16/2017
75S400	Cantilever	SB at SR-408 WB Ramp	SR-423	10/16/2015	10/16/2017
75S438	Bridge	WB EB at CR-423	I-4	4/18/2016	4/18/2018
75S444	Bridge	EB at SR-482	I-4	6/14/2016	6/14/2018
75S445	Bridge	EB 0.75 mi. W of SR-435	I-4	6/14/2016	6/14/2018
75S453	Bridge	SB 0.1mi N of SR-528 WB	CR-423	11/20/2015	11/20/2017
75S455	Bridge	EBWB 0.75 mi. W of SR-535	SR-536 EB WB	8/26/2015	8/26/2017
75S456	Cantilever	WB 0.5 mi W of SR-535	SR-536 WB	8/27/2015	8/27/2017
75S457	Cantilever	EB 1.3mi. E of I-4	SR-536 EB	8/27/2015	8/27/2017
75S458	Bridge	WB On Ramp to SR-536	I-4	9/22/2015	9/22/2017
75S459	Bridge	EB/WB 0.4 M W of SR-535	I-4 EB WB	8/26/2015	8/26/2017
75S460	Bridge	EB WB 0.4 mi W of SR-535	I-4	9/22/2015	9/22/2017
75S461	Cantilever	NB 0.75 mi S of Turnpike	US-17/92	9/15/2015	9/15/2017
75S462	Cantilever	NB 0.5 mi S of Turnpike	US-17/92	9/15/2015	9/15/2017
75S463	Cantilever	NB 0.4 mi South of SR-528	US-17/92	9/15/2015	9/15/2017
75S464	Bridge	NB SB just S of Turnpike	US-17/92	9/24/2015	9/24/2017
75S465	Cantilever	SB at SR-528	US-17/92	9/15/2015	9/15/2017
75S466	Cantilever	SB 0.2mi North of SR-528	US-17/92	9/27/2015	9/27/2017
75S467	Cantilever	SB 0.5mi North of SR-528	US-17/92	9/27/2015	9/27/2017
75S468	Cantilever	SB 0.75mi North of SR-528	US-17/92	9/15/2015	9/15/2017
75S485	Cantilever	NB at Ramp to SR-408 EB	SR-435	3/23/2016	3/23/2018
75S486	Cantilever	EB at SR-429	SR-50	4/21/2016	4/21/2018
75S521	Cantilever (DMS)	NB 0.2Mi. N of Cable Ln.	US-441	7/26/2016	7/26/2018
75S523	Cantilever	SB at SR-451	US-441	7/26/2016	7/26/2018
75S524	Cantilever (DMS)	SB 0.2Mi North of SR-451	US-441	7/26/2016	7/26/2018
75S526	Bridge	Conroy Rd Bridge over I-4	Conroy Rd.	6/15/2016	6/15/2018
75S534	Bridge	EB on Ramp to SR-536	I-4	12/19/2014	12/19/2016
75S535	Bridge	WB .2 m East of Exit 65	I-4	12/18/2014	12/18/2016
75S590	Cantilever	SB at Ramp to SR-436	US-441	9/20/2016	9/20/2018
75S591	Cantilever	NB at Ramp to SR-436 EB	US-441	9/20/2016	9/20/2018
75S637	Butterfly	EB .25mi East of SR-528	I-4	5/21/2015	5/21/2017
75S638	Cantilever	EB 1.0 mi. W of SR-482	I-4	5/21/2015	5/21/2017
75S639	Cantilever	WB 1.0 mi. E of SR-528	I-4	5/28/2015	5/28/2017
75S640	Cantilever	EB at Exit to SR-482	I-4	5/21/2015	5/21/2017
75S641	Cantilever	WB just E of SR-528	I-4	5/28/2015	5/28/2017
75S662	Cantilever (Mast Arm)	NB .1 Mi. South of SR-482	US-17 - 92	1/29/2016	1/29/2017

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
75S663	Cantilever (Mast Arm)	SB .1 mi. North of SR-482	US-17 - 92	1/29/2016	1/29/2018
75S670	Cantilever	EB 0.1 mi. W of Mills Ave	US-17	3/10/2015	3/10/2017
75S671	Cantilever	EB at US-17-92	SR-423	3/10/2015	3/10/2017
75S673	Cantilever	SB Just North of I-4	SR-535	4/3/2015	4/3/2017
75S674	Cantilever	WB 1.2 mi. East of SR-50	SR-520	4/2/2015	4/2/2017
75S675	Cantilever	WB 0.7mi. East of SR-50	SR-520	4/2/2015	4/2/2017
75S760	Cantilever	SB at I-4 WB Ramp	SR-423	2/10/2015	2/10/2017
75S761	Cantilever	SB 0.15 mi. North of I-4	CR-423	2/10/2015	2/10/2017
75S762	Bridge	J.Y Pkwy 0.2mi. N. of I-4	CR-423	2/10/2015	2/10/2017
75S772	Bridge	JY Pkwy South of I-4	CR-423	2/10/2015	2/10/2017
75S850	Cantilever	WB 2.3 mi. W of SR-535	I-4	7/9/2015	7/9/2017
75S867	Cantilever(DMS)	WB 0.4 mi E of SR-528	SR-520	8/18/2016	8/18/2018
75S962	Bridge	1 mi. W of SR-528	I-4	4/1/2015	4/1/2017
75S964	Cantilever	SB .6 mi. North of SR-417	US-441	12/15/2014	12/15/2016
75S965	Cantilever	NB 0.6 mi South of SR-417	US-441	12/15/2014	12/15/2016
77P086	GHMLP	I-4EB W of Exit to Lk Mry	I-4	10/14/2014	10/14/2019
77P087	GHMLP	I-4EB at Exit to Lk Mary	I-4	10/14/2014	10/14/2019
77P088	GHMLP	I-4 EB on Ramp to Lk Mary	I-4	10/14/2014	10/14/2019
77P089	GHMLP	I-4 EB on Ramp to Lk Mary	I-4	10/14/2014	10/14/2019
77P090	GHMLP	Lk Mry EB at I-4 EB Ramp	Lake Mary Blvd	10/14/2014	10/14/2019
77P091	GHMLP	I-4EB W of Lk Mary Ovrps	I-4	10/14/2014	10/14/2019
77P092	GHMLP	I-4EB W of Lk Mary Ovrpss	I-4	10/14/2014	10/14/2019
77P093	GHMLP	I-4EB E of Lk Mary Ovrpss	I-4	10/14/2014	10/14/2019
77P094	GHMLP	I-4EB E of Rmp frm Lk Mry	I-4	10/14/2014	10/14/2019
77P095	GHMLP	I-4 WB at Ext to Lk Mary	I-4	10/14/2014	10/14/2019
77P096	GHMLP	I-4 WB E of Lk Mary Ovrps	I-4	10/14/2014	10/14/2019
77P097	GHMLP	Lk Mry WB onRamp to I-4WB	Lake Mary Blvd	10/14/2014	10/14/2019
77P098	GHMLP	Lake Mary Blvd EB at I-4	Lake Mary Blvd	10/14/2014	10/14/2019
77P099	GHMLP	I-4 EB West of Paola Rd	I-4	10/13/2014	10/13/2019
77P100	GHMLP	I-4 WB West of Paola Rd	I-4	10/13/2014	10/13/2019
77P101	GHMLP	Paola Rd on Ramp to I-4WB	I-4 WB Ramp	10/13/2014	10/13/2019
77P102	GHMLP	Paola Rd on Ramp to I-4WB	I-4 WB Ramp	10/13/2014	10/13/2019
77P103	GHMLP	Paola Rd EB at I-4	Paola Rd	10/13/2014	10/13/2019
77P104	GHMLP	Paola Rd EB at I-4	Paola Rd	10/13/2014	10/13/2019
77P105	GHMLP	I-4 WB at Paola Rd	I-4	10/13/2014	10/13/2019
77P108	GHMLP	I-4 EB W of Paola Rd	I-4	10/13/2014	10/13/2019
77P109	GHMLP	I-4 EB Just W of Paola Rd	I-4	10/13/2014	10/13/2019
77P110	GHMLP	I-4 EB at Exit to Paola R	I-4	10/13/2014	10/13/2019
77P111	GHMLP	I-4EB at Paola Rd OvrPass	I-4	10/13/2014	10/13/2019
77P112	GHMLP	I-4EB E of Paola Rd Ovrps	I-4	10/13/2014	10/13/2019

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
77P113	GHMLP	I-4 EB E of Paola Rd	I-4	10/13/2014	10/13/2019
77P114	GHMLP	I-4 EB E of Paola Rd	I-4	10/13/2014	10/13/2019
77P115	GHMLP	I-4 EB E of Paola Rd	I-4	10/13/2014	10/13/2019
77P116	GHMLP	Paola Rd EB East of I-4	Paola Rd	10/13/2014	10/13/2019
77P117	GHMLP	I-4 EB at SR-417 EB Ramp	I-4	9/9/2016	9/9/2021
77P118	GHMLP	I-4 EB at SR-417 EB Ramp	I-4	9/9/2016	9/9/2021
77P119	GHMLP	I-4 EB at SR-417	I-4	9/9/2016	9/9/2021
77P120	GHMLP	I-4 EB Ramp to SR-417	I-4	9/9/2016	9/9/2021
77P121	GHMLP	I-4 EB Ramp to SR-417	I-4	9/9/2016	9/9/2021
77P122	GHMLP	I-4 EB Ramp to SR-417	I-4	9/9/2016	9/9/2021
77P123	GHMLP	I-4 EB at SR-417	I-4	9/8/2016	9/8/2021
77P124	GHMLP	SR-417 WB at I-4	I-4	9/9/2016	9/9/2021
77P125	GHMLP	I-4 EB at SR-417	I-4	9/9/2016	9/9/2021
77P126	GHMLP	I-4 EB 0.2 Mi E of SR-417	I-4	9/8/2016	9/8/2021
77P127	GHMLP	I-4 EB 0.3 Mi E of SR-417	I-4	9/8/2016	9/8/2021
77P128	GHMLP	I-4 EB 0.4 Mi E of SR-417	I-4	9/8/2016	9/8/2021
77P129	GHMLP	I-4 EB 0.5 Mi W of SR-46	I-4	9/8/2016	9/8/2021
77P130	GHMLP	I-4 EB 0.4 Mi W of SR-46	I-4	9/8/2016	9/8/2021
77P131	GHMLP	I-4 EB 0.1 Mi W of SR-46	I-4	9/8/2016	9/8/2021
77P132	GHMLP	I-4 WB at SR-46A	I-4	9/9/2016	9/9/2021
77P133	GHMLP	I-4 WB at SR-417	I-4	9/9/2016	9/9/2021
77P134	GHMLP	SR-417 Ramp to I-4 WB	I-4	9/9/2016	9/9/2021
77P135	GHMLP	SR-417 Ramp to I-4 WB	I-4	9/9/2016	9/9/2021
77P136	GHMLP	I-4 WB Ramp to SR-417 EB	I-4	9/9/2016	9/9/2021
77P137	GHMLP	I-4 WB at SR-417 WB	I-4	9/9/2016	9/9/2021
77P138	GHMLP	SR-417 Ramp to I-4 WB	I-4	9/9/2016	9/9/2021
77P139	GHMLP	I-4 WB Ramp to SR-417 EB	I-4	9/8/2016	9/8/2021
77P140	GHMLP	SR-417 Ramp to I-4 WB	I-4	9/9/2016	9/9/2021
77P141	GHMLP	I-4 WB at SR-417	I-4	9/8/2016	9/8/2021
77P142	GHMLP	I-4 WB Ramp at SR-417	I-4	9/8/2016	9/8/2021
77P144	GHMLP	I-4 WB at SR-417	I-4	9/8/2016	9/8/2021
77P145	GHMLP	I-4 WB West of CR-46A	I-4	9/12/2013	9/12/2018
77P146	GHMLP	I-4 WB West of CR-46A	I-4	9/12/2013	9/12/2018
77P147	GHMLP	I-4 WB ramp E of CR-46A	I-4	9/12/2013	9/12/2018
77P148	GHMLP	I-4 WB ramp E of SR-417	I-4	9/12/2013	9/12/2018
77P149	GHMLP	I-4 WB ramp E of SR-417	I-4	9/12/2013	9/12/2018
77P150	GHMLP	I-4 WB ramp W of SR-46	I-4	9/12/2013	9/12/2018
77P151	GHMLP	I-4 WB ramp W of SR-46	I-4	9/12/2013	9/12/2018
77S007	Bridge	EB WB .25 mi. East of I-4	SR-436	4/19/2016	4/19/2018
77S021	Cantilever	WB 0.25 mi East of US-17	SR-436	4/19/2016	4/19/2018

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
77S023	Bridge	EB/WB 0.25 West of US-17	SR-436	4/19/2016	4/19/2018
77S024	Bridge	EB WB .1 mi East of I-4	Lake Mary Blvd	3/29/2016	3/29/2018
77S025	Cantilever	WB at Exit to I-4 EB	Lake Mary Blvd	3/29/2016	3/29/2018
77S026	Cantilever	EB at Ramp to I-4 WB	Lake Mary Blvd	3/29/2016	3/29/2018
77S030	Cantilever	EB 1mi W of Lake Mary Bl	I-4	3/29/2016	3/29/2018
77S031	Cantilever	EB .5 mi W of Lk Mary Blv	I-4	3/29/2016	3/29/2018
77S032	Cantilever	EB at Exit to Lk Mary Bl	I-4	3/29/2016	3/29/2018
77S034	Bridge	EB WB just West of I-4	I-4	12/7/2015	12/7/2017
77S035	Bridge	EB WB just East of I-4	I-4	12/7/2015	12/7/2017
77S036	Bridge	EB Exit Ramp to CR-46A	I-4	12/7/2015	12/7/2017
77S037	Bridge	EB on Ramp to SR-434	SR-414	4/19/2016	4/19/2018
77S038	Bridge	WB Off-Ramp to SR-434	SR-414	4/19/2016	4/19/2018
77S040	Bridge	EBWB .25m E of Lk Mary Bl	I-4	8/23/2016	8/23/2018
77S043	Bridge	EB on B-C Ramp at SR-417	I-4	8/23/2016	8/23/2018
77S048	Bridge	EB WB 1mi E of SR-46	I-4	8/23/2016	8/23/2018
77S049	Cantilever	EB at SR-46A Overpass	I-4	8/23/2016	8/23/2018
77S050	Cantilever	WB at Lake Mary Blvd Exit	I-4	7/12/2016	7/12/2018
77S053	Cantilever	EB West of SR-46A Exit	I-4	7/12/2016	7/12/2018
77S054	Cantilever	EB at SR-46A Exit	I-4	7/12/2016	7/12/2018
77S055	Cantilever	EB 1Mi W of US-17 Exit	I-4	7/12/2016	7/12/2018
77S058	Cantilever	EB W of US-17 92	I-4	7/12/2016	7/12/2018
77S059	Bridge	EB WB .5 mi West of I-4	SR-436	10/21/2016	10/21/2018
77S060	Cantilever	I-4 EB at Exit to SR-46A	I-4	2/10/2015	2/10/2017
77S065	Cantilever	WB at US-17/92 off Ramp	I-4	4/1/2015	4/1/2017
77S066	Mast Arm	NB South of Mich Hamm Rd	SR-434	4/2/2015	4/2/2017
77S067	Mast Arm (DMS)	EB 0.2 mi West of SR-434	SR-436	5/12/2015	5/12/2017
77S068	Mast Arm (DMS)	EB 1.1 mi East of SR-434	SR-436	5/12/2015	5/12/2017
77S069	Mast Arm (DMS)	WB 0.2 mi East of SR-434	SR-436	5/12/2015	5/12/2017
77S070	Mast Arm (DMS)	EB 0.5 mi East of I-4	SR-436	5/12/2015	5/12/2017
77S071	Mast Arm (DMS)	WB 0.5 miles East of I-4	SR-436	5/12/2015	5/12/2017
77S072	Mast Arm (DMS)	WB 0.9 mi W of US-17-92	SR-436	5/12/2015	5/12/2017
77S073	Mast Arm (DMS)	EB 0.5 mi West of US17-92	SR-436	5/12/2015	5/12/2017
77S074	Mast Arm (DMS)	EB 1.2mi East of US 17 92	SR-436	5/12/2015	5/12/2017
77S075	Mast Arm (DMS)	WB 0.4 mi E of US 17-92	SR-436	5/12/2015	5/12/2017
77S076	Mast Arm (DMS)	NB 0.3 mi South of SR-436	US-17-92	5/12/2015	5/12/2017
77S077	Mast Arm (DMS)	SB 0.3 mi North of SR-436	US-17-92	5/12/2015	5/12/2017
77S078	Mast Arm (DMS)	EB 0.4 miles West of I-4	SR-434	5/11/2015	5/11/2017
77S079	Mast Arm (DMS)	WB 0.3 miles East of I-4	SR-434	5/11/2015	5/11/2017
77S080	Mast Arm (DMS)	EB 0.3mi West of US-17 92	SR-434	5/11/2015	5/11/2017
77S081	Mast Arm (DMS)	WB 0.3mi East of US-17 92	SR-434	5/11/2015	5/11/2017

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
77S082	Mast Arm (DMS)	NB 0.3 mi. S of SR-434	US-17-92	5/11/2015	5/11/2017
77S083	Mast Arm (DMS)	SB, 0.3 mi. N of SR-434	US-17-92	5/11/2015	5/11/2017
77S084	Mast Arm (DMS)	NB, .3 mi S Lk Mary Blvd.	US-17-92	5/11/2015	5/11/2017
77S085	Mast Arm (DMS)	SB, 0.3 mi. S of SR-417	US-17-92	5/11/2015	5/11/2017
77S086	Mast Arm (DMS)	EB 0.4 mi West of I-4	Lake Mary Blvd	5/11/2015	5/11/2017
77S087	Mast Arm (DMS)	WB 0.4 miles East of I-4	Lake Mary Blvd	5/11/2015	5/11/2017
77S088	Mast Arm (DMS)	WB .2 mi E of Rinehart Rd	Lake Mary Blvd	5/11/2015	5/11/2017
77S089	Mast Arm (DMS)	EB 0.3 mi W of US-17 92	Lake Mary Blvd	5/11/2015	5/11/2017
77S090	Mast Arm (DMS)	WB, 0.3 mi E of I-4	CR-46A	5/11/2015	5/11/2017
77S091	Mast Arm (DMS)	EB, 0.3 mi W of I-4	CR-46A	5/11/2015	5/11/2017
77S092	Mast Arm (DMS)	EB, 0.75 mi W of I-4	SR-46	5/11/2015	5/11/2017
77S093	Mast Arm (DMS)	WB, 0.5 mi E of I-4	SR-46	5/11/2015	5/11/2017
77S094	Bridge	EB WB at Exit to I-4 EB	SR-417	11/18/2015	11/18/2017
77S095	Cantilever	NB on Ramp to I-4 WB	SR-417	11/18/2015	11/18/2017
77S096	Cantilever	WB On Ramp to I-4 WB	SR-417	11/18/2015	11/18/2017
77S100	Bridge (DMS)	EB WB .5mi E of Lake Mary	I-4	1/21/2015	1/21/2017
77S101	Bridge (DMS)	EB WB .5mi. W of US-17 92	I-4	10/23/2015	10/23/2017
77S102	Cantilever	At Exit to CR-46A	I-4 WB Ramp	1/21/2015	1/21/2017
77S103	Bridge	At Exit to SR-417	I-4 WB Ramp	1/21/2015	1/21/2017
77S104	Cantilever	WB 0.5 mi. East of SR-417	I-4	1/21/2015	1/21/2017
77S105	Cantilever	WB at Ramp to SR-46	I-4	1/21/2015	1/21/2017
77S106	Bridge	WB 1 mi. E of SR-417	I-4	1/21/2015	1/21/2017
77S107	Bridge	WB 1.25 mi E of SR-46	I-4	1/21/2015	1/21/2017
77S108	Bridge	WB Ramp 1 Mi E of SR-46A	I-4 WB	8/19/2015	8/19/2017
77S109	Bridge	EBWB 1 mi. W of SR-417	I-4 EB WB	8/19/2015	8/19/2017
77S110	Bridge	EB WB 0.1mi. East of I-4	SR-46	10/23/2015	10/23/2017
77S111	Mast Arm (DMS)	EB 1.3mi W of US-17-92	SR-436	5/12/2015	5/12/2017
77S112	Cantilever	WB at Exit to SR-417	I-4	10/23/2015	10/23/2017
77S113	Cantilever	EB 0.1 miles West of I-4	SR-46	10/23/2015	10/23/2017
77S114	Mast Arm (DMS)	SB .1mi N of McCulloch Rd	SR-434	12/9/2015	12/9/2017
77S115	Bridge	EB WB .5mi W of RedBug Lk	SR-436	3/30/2016	3/30/2018
77S116	Bridge	WB 0.1 mi E of Red Bug Lk	SR-436	3/23/2016	3/23/2018
77S117	Bridge (DMS)	EB on Ramp to Red Bug Lk	SR-436	3/23/2016	3/23/2018
77S118	Bridge	WB .1 mi East of SR-436	Red Bug Lake Rd	3/30/2016	3/30/2018
77S119	Bridge	NB SB at Red Bug Lk Rd	Winter Park Dr	3/30/2016	3/30/2018
77S120	Bridge	US-17 92 NB at SR-436	US-17 92	9/21/2015	9/21/2017
77S121	Bridge	US17-92 SB at SR-436	US-17 92	9/21/2015	9/21/2017
77S122	Bridge	Just East of US-17 92	SR-436 EB-WB	9/21/2015	9/21/2017
77S123	Cantilever	US-17 92 0.6mi S of SR436	US-17 92	9/21/2015	9/21/2017
77S124	Cantilever	US-17 92 .4mi S of SR-436	US-17 92	9/21/2015	9/21/2017

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
77S125	Cantilever	US-17 92 .2mi S of SR-436	US-17 92	9/21/2015	9/21/2017
77S126	Cantilever	US-17 92 .2mi N of SR-436	US-17 92	9/21/2015	9/21/2017
77S127	Cantilever	US-17 92 .3mi N of SR-436	US-17 92	9/21/2015	9/21/2017
77S128	Cantilever	US-17 92 .4mi N of SR-436	US-17 92	9/21/2015	9/21/2017
79S044	Bridge	EB 0.5 Mile W of US-92	I-4	6/9/2015	6/9/2017
79S048	Bridge	EB at Ramp to I-95 NB	I-4	11/15/2016	11/15/2018
79S057	Bridge	EB WB 800ft E of US-17	SR-472	7/30/2015	7/30/2017
79S065	Bridge	Saxon Blvd EB WB W of I-4	I-4	7/6/2015	7/6/2017
79S066	Cantilever	Saxon Blvd EB at I-4	I-4	7/14/2015	7/14/2017
79S067	Bridge	Saxon Blvd EB WB E of I-4	Saxon Blvd	7/31/2015	7/31/2017
79S068	Cantilever	Saxon Blvd WB at I-4	I-4	4/1/2015	4/1/2017
79S075	Bridge	EB WB 0.25 mi E of I-95	SR-421	7/30/2015	7/30/2017
79S076	Cantilever	WB at I-95 NB Ramp	SR-421	7/30/2015	7/30/2017
79S077	Cantilever	WB at I-95	SR-421	7/30/2015	7/30/2017
79S078	Cantilever (DMS)	EB 1 mi West of US-92	I-4 EB	7/21/2015	7/21/2017
79S079	Cantilever (DMS)	EB 1.5mi West of I-95	I-4 EB	7/28/2015	7/28/2017
79S082	Cantilever	SB .08Mi N of DunlawtonAv	SR-A1A	6/8/2015	6/8/2017
79S083	Cantilever	EB 0.1Mi W of S Atlan Ave	SR-A1A	6/8/2015	6/8/2017
79S098	Bridge	1 Mile W of US-92	I-4	6/9/2015	6/9/2017
79S101	Cantilever	EB just West of I-95	US-92 EB	7/28/2015	7/28/2017
79S102	Cantilever	WB 0.5 miles East of I-95	US-92 WB	7/28/2015	7/28/2017
79S103	Cantilever	WB at Volusia Mall	US-92 WB	7/28/2015	7/28/2017
79S104	Cantilever	EB just West of US-1	US-92 EB	7/22/2015	7/22/2017
79S105	Cantilever	WB just East of US-1	US-92 WB	7/22/2015	7/22/2017
79S106	Cantilever	EB at SR-A1A	US-92	8/16/2016	8/16/2018
79S107	Cantilever	NB at SR-44 Business	US-1	1/22/2015	1/22/2017
79S108	Cantilever	SB at SR-44 Business	US-1	1/22/2015	1/22/2017
79S109	Cantilever	NB at US-92	US-1	1/22/2015	1/22/2017
79S113	Cantilever	SB at SR-40	SR-A1A	1/22/2015	1/22/2017
79S118	Cantilever	EB 1mi. West of Exit 108	I-4	4/1/2015	4/1/2017
79S119	Cantilever	EB at Exit 108	I-4	4/1/2015	4/1/2017
79S120	Cantilever	EB 1mi. W of Exit 111AB	I-4	4/1/2015	4/1/2017
79S122	Cantilever	WB at Exit 108	I-4	4/1/2015	4/1/2017
79S123	Cantilever	WB 1mi. East of US-17/92	I-4	4/1/2015	4/1/2017
79S125	Cantilever	EB at SR-A1A	SR-40	1/22/2015	1/22/2017
79S132	Cantilever	NB at SR-40	US-17	10/30/2015	10/30/2017
79S133	Cantilever	Southbound at SR-40	US-17	10/30/2015	10/30/2017
79S139	Cantilever	SB at US-92	US-1	1/22/2015	1/22/2017
79S140	Cantilever	EB at Business Spur	SR-44	1/22/2015	1/22/2017
79S142	Cantilever	EB at Beach Street	SR-40	1/22/2015	1/22/2017

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
79S143	Cantilever	WB at Beach Street	SR-40	1/22/2015	1/22/2017
79S144	Cantilever	SB at Dunlawton Avenue	SR-A1A	1/22/2015	1/22/2017
79S145	Cantilever	NB at US-92	SR-A1A	4/1/2015	4/1/2017
79S146	Cantilever	EB 0.5 Mi W of Exit 111	I-4	7/14/2015	7/14/2017
79S147	Cantilever	EB at Exit 111A	I-4	7/14/2015	7/14/2017
79S148	Bridge	WB Off Ramp at Exit 111A	I-4 WB	8/19/2015	8/19/2017
79S149	Bridge	WB Off Ramp at Ex 111B	I-4 WB	8/19/2015	8/19/2017
79S150	Cantilever	WB at Exit for 111A-B	I-4 WB	7/31/2015	7/31/2017
79S151	Cantilever	WB 0.5mi East of Exit 111	I-4 WB	7/30/2015	7/30/2017
79S152	Cantilever	WB 1mi East of Exit 111	I-4 WB	7/31/2015	7/31/2017
79S153	Cantilever	EB 1 mi West of SR-472	I-4 EB	7/30/2015	7/30/2017
79S154	Cantilever	EB 0.5 mi West of SR-472	I-4 EB	7/30/2015	7/30/2017
79S155	Cantilever	WB at Exit to SR-472	I-4 WB	7/31/2015	7/31/2017
79S162	Mast Arm (DMS)	WB at Kepler Rd.	SR-44	6/8/2015	6/8/2017
79S163	Mast Arm (DMS)	SB at SR-44	Kepler Rd.	6/8/2015	6/8/2017
79S164	Mast Arm (DMS)	EB at Kepler Rd.	SR-44	6/8/2015	6/8/2017
79S165	Mast Arm (DMS)	NB at SR-44	Kepler Rd.	6/8/2015	6/8/2017
79S166	Mast Arm (DMS)	WB at Kepler Rd.	SR-600	6/8/2015	6/8/2017
79S167	Mast Arm (DMS)	EB at Williamson Blvd.	SR-400	6/15/2015	6/15/2017
79S168	Mast Arm (DMS)	NB at SR-400	Williamson Blvd.	6/15/2015	6/15/2017
79S169	Mast Arm (DMS)	WB at Williamson Blvd.	SR-400	6/15/2015	6/15/2017
79S170	Mast Arm (DMS)	SB at SR-400	Williamson Blvd.	6/15/2015	6/15/2017
79S171	Mast Arm (DMS)	EB at Clyde Morris Blvd.	SR-400	6/9/2015	6/9/2017
79S172	Mast Arm (DMS)	NB at Beville Rd.	Clyde Morris Blvd.	6/9/2015	6/9/2017
79S173	Mast Arm (DMS)	NB at Bellevue Ave.	Williamson Blvd.	6/15/2015	6/15/2017
79S174	Mast Arm (DMS)	WB at Williamson Blvd.	Bellevue Ave.	6/15/2015	6/15/2017
79S175	Mast Arm (DMS)	SB at Bellevue Ave.	Williamson Blvd.	6/15/2015	6/15/2017
79S176	Mast Arm (DMS)	EB at Williamson Rd.	Bellevue Ave.	6/15/2015	6/15/2017
79S177	Mast Arm (DMS)	NB at US-92	Williamson Blvd.	6/17/2015	6/17/2017
79S179	Mast Arm (DMS)	SB at US-92	Williamson Blvd.	6/17/2015	6/17/2017
79S180	Mast Arm (DMS)	EB at Williamson Blvd.	US-92	6/17/2015	6/17/2017
79S181	Mast Arm (DMS)	EB at Clyde Morris Blvd.	US-92	6/17/2015	6/17/2017
79S182	Mast Arm (DMS)	NB at US-92	Clyde Morris Blvd.	6/17/2015	6/17/2017
79S183	Mast Arm (DMS)	EB at Williamson Blvd.	SR-40	6/17/2015	6/17/2017
79S184	Mast Arm (DMS)	NB at SR-40	Williamson Blvd.	6/17/2015	6/17/2017
79S185	Mast Arm (DMS)	WB at Williamson Blvd.	SR-40	6/17/2015	6/17/2017
79S187	Cantilever	EB 1 mi. East of Exit 116	I-4	8/17/2016	8/17/2018
79S188	Cantilever	WB 1 mi E of SR-472	I-4	8/17/2016	8/17/2018
79S189	Cantilever	EB at Exit 116	I-4	8/17/2016	8/17/2018
79S190	Cantilever	WB at Exit 116	I-4	8/17/2016	8/17/2018

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
79S191	Cantilever	WB 1 mi E of Exit 116	I-4	8/17/2016	8/17/2018
79S192	Bridge	EB 1 mi W of SR-44	I-4	8/17/2016	8/17/2018
79S193	Bridge	EB .5 miles West of SR-44	I-4	8/17/2016	8/17/2018
79S194	Bridge	EB at Exit to SR-44	I-4	8/17/2016	8/17/2018
79S195	Bridge	EB at Exit to SR-44	I-4	8/17/2016	8/17/2018
79S196	Bridge	WB at Exit to SR-44	I-4	8/17/2016	8/17/2018
79S197	Bridge	WB at Exit to SR-44	I-4	8/17/2016	8/17/2018
79S198	Bridge	WB .5 mi. East of SR-44	I-4	8/16/2016	8/16/2018
79S199	Bridge	WB 1 mi. East of SR-44	I-4	8/16/2016	8/16/2018
79S202	Mast Arm (DMS)	EB at US-1	SR-442	5/17/2016	5/17/2018
79S203	Mast Arm (DMS)	EB .1 mi E of Mission Dr	SR-44	5/17/2016	5/17/2018
79S204	Mast Arm (DMS)	EB Canal St.	US-1	8/13/2015	8/13/2017
79S205	Cantilever	WB .5 mi E of SR-472	I-4	8/17/2016	8/17/2018
79S206	Mast Arm (DMS)	EB at SR-5A	SR-40	6/18/2015	6/18/2017
79S207	Mast Arm (DMS)	NB at SR-40	SR-5A	6/18/2015	6/18/2017
79S208	Mast Arm (DMS)	WB at SR-5A	SR-40	6/18/2015	6/18/2017
79S209	Mast Arm (DMS)	SB at SR-40	SR-5A	6/18/2015	6/18/2017
79S210	Mast Arm (DMS)	NB at US-1	SR-5A	6/18/2015	6/18/2017
79S211	Mast Arm (DMS)	NB at SR-5A	US-1	6/18/2015	6/18/2017
79S212	Mast Arm (DMS)	SB at SR-5A	US-1	6/18/2015	6/18/2017
79S217	Cantilever	NB at US-92	US-17/92	7/30/2015	7/30/2017
79S218	Cantilever	SB at US-92	US-17	7/30/2015	7/30/2017
79S220	Cantilever	NB .1 mi South of SR-421	US-1	5/24/2016	5/24/2018
79S221	Cantilever	SB at US-92	SR-A1A	5/16/2016	5/16/2018
79S222	Cantilever	WB at I-4 Conn Ramp	US-92	5/20/2016	5/20/2018
79S223	Cantilever	NB South of French Ave	US-17/92	4/18/2016	4/18/2018
79S224	Cantilever	SB North of French Ave	US-17/92	4/18/2016	4/18/2018
79S225	Cantilever	SB at SR-400	US-1	5/16/2016	5/16/2018
79S226	Mast Arm (DMS)	NB at CR-421	CR-415	5/16/2016	5/16/2018
79S227	Mast Arm (DMS)	WB at CR-415	CR-421	5/16/2016	5/16/2018
79S228	Mast Arm (DMS)	EB at I-95	SR-421	5/16/2016	5/16/2018
79S229	Mast Arm (DMS)	WB West of I-95	SR-421	5/16/2016	5/16/2018
79S230	Mast Arm (DMS)	SB at SR-44	CR-415	5/17/2016	5/17/2018
79S231	Mast Arm (DMS)	WB at CR-415	SR-44	5/17/2016	5/17/2018
79S232	Mast Arm (DMS)	NB at SR-44	US-1	5/17/2016	5/17/2018
79S233	Mast Arm (DMS)	SB at SR-442	US-1	5/17/2016	5/17/2018
79S234	Mast Arm (DMS)	NB at SR-442	US-1	5/17/2016	5/17/2018
79S236	Cantilever (DMS)	EB 1.25mi W of Dirksen Rd	I-4	3/29/2016	3/29/2018
79S237	Bridge (DMS)	WB 1mi East of Dirksen Dr	I-4	2/8/2016	2/8/2018
79S238	Cantilever (DMS)	EB 1 mi. West of SR-472	I-4	2/8/2016	2/8/2018

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
79S239	Cantilever (DMS)	WB .5 mi. East of SR-472	I-4	3/29/2016	3/29/2018
79S240	Cantilever (DMS)	EB 1.6 mi. W of SR-44	I-4	4/1/2015	4/1/2017
79S250	Bridge (DMS)	.75 Mi East of SR-44	I-4 (SR-400)	12/8/2015	12/8/2017
79S251	Cantilever	1 Mi West of US-92	I-4 (SR-400)	12/8/2015	12/8/2017
79S252	Bridge (DMS)	0.5 Mi W US-92	I-4 (SR-400)	12/8/2015	12/8/2017
79S253	Cantilever	EB 0.5 Mi W of US-92	I-4 (SR-400)	12/8/2015	12/8/2017
79S254	Cantilever	At exit to US-92 East	I-4 (SR-400)	12/8/2015	12/8/2017
79S255	Bridge	I-4 EB 2mi W of I-95	I-4 (SR-400) EB	12/8/2015	12/8/2017
79S256	Bridge (DMS)	1.25 mi East of US-92	I-4 (SR-400)	12/8/2015	12/8/2017
79S257	Bridge	EB 1.25 Mi W of I-95	I-4 (SR-400)	12/8/2015	12/8/2017
79S258	Bridge	0.75mi W of I-95	I-4 (SR-400)	12/9/2015	12/9/2017
79S259	Bridge	0.5 mi W of I-95	I-4 (SR-400)	12/9/2015	12/9/2017
79S260	Bridge	at exit ramp for I-95 S	I-4 (SR-400) EB	12/9/2015	12/9/2017
79S261	Cantilever	330ft West of Midway Ave	US-92 / SR-600	12/4/2015	12/4/2017
92P022	GHMLP	I-4Ramp C4 & Osceola Pkwy	I-4	9/21/2016	9/21/2021
92P023	GHMLP	Osc Pkwy EB East of I-4	Osceola Parkway	9/22/2016	9/22/2021
92P024	GHMLP	I-4 WB & Osceola Pkwy	I-4	9/22/2016	9/22/2021
92P025	GHMLP	I-4WB & Osceola Pkwy	I-4	9/22/2016	9/22/2021
92P026	GHMLP	WB Off Ramp at Osc Pkwy	I-4 WB Off Ramp	9/21/2016	9/21/2021
92P027	GHMLP	Osceola Pkwy EB at I-4	Osceola Parkway	9/21/2016	9/21/2021
92P029	HMLP	WB 0.6mi. West of SR-417	I-4	4/30/2012	4/30/2017
92P030	HMLP	EB 0.6mi. West of SR-417	I-4	4/25/2012	4/25/2017
92P031	HMLP	WB 0.5mi. West of SR-417	I-4	4/30/2012	4/30/2017
92P032	HMLP	EB 0.5mi. West of SR-417	I-4	4/25/2012	4/25/2017
92P033	HMLP	WB 0.4mi. West of SR-417	I-4	4/30/2012	4/30/2017
92P034	HMLP	EB 0.4mi. West of SR-417	I-4	4/30/2012	4/30/2017
92P035	HMLP	WB 0.3mi. West of SR-417	I-4	4/30/2012	4/30/2017
92P036	HMLP	EB 0.3mi. West of SR-417	I-4	4/30/2012	4/30/2017
92P037	HMLP	WB 0.2mi. West of SR-417	I-4	4/30/2012	4/30/2017
92P038	HMLP	EB 0.2mi. West of SR-417	I-4	4/30/2012	4/30/2017
92P039	HMLP	WB 0.05mi. West of SR-417	I-4	4/16/2012	4/16/2017
92P040	HMLP	EB at SR-417	I-4	4/30/2012	4/30/2017
92P041	HMLP	WB at SR-417	I-4	4/16/2012	4/16/2017
92P042	HMLP	EB at SR-417	I-4	4/30/2012	4/30/2017
92P043	HMLP	WB 0.2mi. East of SR-417	I-4	4/16/2012	4/16/2017
92P044	HMLP	EB 0.15mi. E of SR-417	I-4	4/30/2012	4/30/2017
92P045	HMLP	EB 0.25mi. East of SR-417	I-4	4/30/2012	4/30/2017
92P046	HMLP	Ramp From I-4 EB	US-192	4/30/2012	4/30/2017
92P047	HMLP	WB 0.2mi. East of SR-417	I-4	4/16/2012	4/16/2017
92P048	HMLP	WB 0.3mi. East of SR-417	I-4	4/16/2012	4/16/2017

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
92P049	HMLP	EB Ramp to I-4 EB	US-192	4/25/2012	4/25/2017
92P050	HMLP	Ramp to I-4 EB	US-192	4/25/2012	4/25/2017
92P051	HMLP	EB Ramp to I-4	US-192	4/25/2012	4/25/2017
92P052	HMLP	EB Just West of US-192	I-4	4/30/2012	4/30/2017
92P053	HMLP	WB at I-4	US-192	4/19/2012	4/19/2017
92P054	HMLP	WB 0.2mi. East of I-4	US-192	4/19/2012	4/19/2017
92P055	HMLP	EB on Ramp From US-192	I-4	4/19/2012	4/19/2017
92P056	HMLP	EB 0.1mi. East of US-192	I-4	4/30/2012	4/30/2017
92P057	HMLP	EB Ramp From US-192	I-4	4/19/2012	4/19/2017
92P058	HMLP	WB Just West of US-192	I-4	4/25/2012	4/25/2017
92P059	HMLP	WB 0.1mi. West of I-4	US-192	4/19/2012	4/19/2017
92P060	HMLP	WB Ramp to US-192 WB	I-4	4/19/2012	4/19/2017
92P061	HMLP	WB 0.05mi. East of US-192	I-4	4/25/2012	4/25/2017
92P062	HMLP	WB 0.1mi. East of US-192	I-4	4/16/2012	4/16/2017
92P063	HMLP	WB Ramp to US-192 WB	I-4	4/19/2012	4/19/2017
92P064	HMLP	WB 0.2mi. East of US-192	I-4	4/19/2012	4/19/2017
92P065	HMLP	WB 0.25mi. East of US-192	I-4	4/16/2012	4/16/2017
92P066	HMLP	WB 0.35mi. East of US-192	I-4	4/16/2012	4/16/2017
92P067	HMLP	EB Ramp From US-192	I-4	4/19/2012	4/19/2017
92P068	HMLP	WB 0.5mi. East of US-192	I-4	4/16/2012	4/16/2017
92P069	HMLP	WB 0.6mi. East of US-192	I-4	4/16/2012	4/16/2017
92P070	HMLP	WB 0.5mi. West of Osc Pky	I-4	4/16/2012	4/16/2017
92P071	HMLP	WB 0.4mi. West of Osc Pky	I-4	4/16/2012	4/16/2017
92P073	HMLP	WB 0.3mi. West of Osc Pky	I-4	4/19/2012	4/19/2017
92P074	HMLP	WB 0.2mi. West of Osc Pky	I-4	4/19/2012	4/19/2017
92P075	HMLP	EB 0.2mi. West of Osc Pky	I-4	4/25/2012	4/25/2017
92P076	HMLP	EB 0.8mi. West of I-4	US-192	4/19/2012	4/19/2017
92P077	HMLP	EB 0.7mi. West of I-4	US-192	4/19/2012	4/19/2017
92P078	HMLP	EB 0.6mi. West of I-4	US-192	4/19/2012	4/19/2017
92P079	HMLP	EB 0.45mi. West of I-4	US-192	4/19/2012	4/19/2017
92P080	HMLP	EB Ramp to I-4 WB	US-192	4/25/2012	4/25/2017
92P081	HMLP	WB 0.3mi. West of I-4	US-192	4/19/2012	4/19/2017
92P082	HMLP	EB Ramp to I-4 EB	US-192	4/25/2012	4/25/2017
92P083	HMLP	WB 0.2mi. West of I-4	US-192	4/19/2012	4/19/2017
92P084	HMLP	I-4 EB Ramp at US-192	US-192	4/25/2012	4/25/2017
92P085	HMLP	I-4 EB Ramp to US-192	US-192	4/25/2012	4/25/2017
92P086	HMLP	I-4 EB Ramp to US-192	US-192	4/25/2012	4/25/2017
92P087	HMLP	I-4 EB Ramp to US-192	US-192	4/25/2012	4/25/2017
92P088	HMLP	WB 0.4mi. East of I-4	US-192	4/19/2012	4/19/2017
92P089	HMLP	EB Ramp to Osc Pky	I-4	4/25/2012	4/25/2017

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
92P090	GHMLP	EB 0.2 mi East of US-192	I-4	11/11/2013	11/11/2018
92P091	GHMLP	EB on Ramp to Osceola Pk	I-4	11/11/2013	11/11/2018
92P092	GHMLP	EB on Ramp to Osceola Pk	I-4	11/11/2013	11/11/2018
92P093	GHMLP	EB on Ramp to Osceola Pk	I-4	11/11/2013	11/11/2018
92S018	Cantilever	WB 1.5 mi E of Turnpike	US-192	8/23/2016	8/23/2018
92S027	Bridge	EB on Ramp to World Drive	I-4	10/21/2016	10/21/2018
92S028	Bridge	WB at Disney World Exit	I-4	11/16/2016	11/16/2018
92S029	Bridge	EB on Ramp to SR-417	I-4	10/21/2016	10/21/2018
92S030	Bridge	WB 0.5mi E of WDW Exit	I-4	11/16/2016	11/16/2018
92S031	Bridge	EB Ramp at Exit to SR-417	I-4	10/21/2016	10/21/2018
92S036	Bridge	NB at I-4 EB	World Drive	11/16/2016	11/16/2018
92S037	Bridge	SB at I-4	World Drive	11/16/2016	11/16/2018
92S038	Bridge	SB at I-4 OP	World Drive	11/16/2016	11/16/2018
92S039	Cantilever	NB at I-4	World Drive	11/16/2016	11/16/2018
92S040	Cantilever	NB at I-4 WB Ex	World Drive	11/16/2016	11/16/2018
92S041	Bridge	SB at I-4 WB Exit	World Drive	11/16/2016	11/16/2018
92S042	Bridge	NB at Exit to US-192 EB	World Drive	12/30/2014	12/30/2016
92S043	Bridge	NB .3m S of Ex to Osceola	World Drive	12/30/2014	12/30/2016
92S044	Bridge	NB at Exit to Osceola Pky	World Drive	12/30/2014	12/30/2016
92S045	Bridge	SB .5 mi. North of US-192	World Drive	12/30/2014	12/30/2016
92S046	Cantilever	EB .1mi West of World Dr	US-192	12/30/2014	12/30/2016
92S049	Bridge	WB on Ex Ramp to World Dr	US-192	2/20/2015	2/20/2017
92S050	Bridge	WB on Ramp to World Dr NB	US-192	12/30/2014	12/30/2016
92S051	Bridge	SB on Ramp to US-192	World Drive	12/30/2014	12/30/2016
92S052	Bridge	SB at Exit to US-192	World Drive	12/30/2014	12/30/2016
92S053	Bridge	NB on Ramp to Osceola Pwy	World Drive	12/30/2014	12/30/2016
92S055	Cantilever	NB at Osceola Parkway	SR-535 NB	8/5/2015	8/5/2017
92S056	Cantilever	SB at Osceola Parkway	SR-535 SB	8/5/2015	8/5/2017
92S059	Mast Arm	EB 0.2mi West of US-17 92	US-192	8/23/2016	8/23/2018
92S060	Cantilever	SB South of I-4	World Drive	11/16/2016	11/16/2018
92S062	Bridge	EB at Exit to I-4 WB	Osceola Parkway	12/19/2014	12/19/2016
92S063	Bridge	WB at Ext to I4WB W of I4	Osceola Parkway	12/19/2014	12/19/2016
92S064	Bridge	SB on Ramp from I-4 EB	Osceola Parkway	12/30/2014	12/30/2016
92S065	Bridge	EB WB at Ramp to I-4	Osceola Parkway	12/19/2014	12/19/2016
92S068	Bridge	EB WB at Exit to SR-536	I-4	12/30/2014	12/30/2016
92S069	Bridge	WB on Ramp to Osceola Pky	I-4	12/19/2014	12/19/2016
92S070	Cantilever	WB at International Drive	US-192 WB	8/5/2015	8/5/2017
92S071	Cantilever	EB 0.2Mile West of SR-535	US-192 EB	8/5/2015	8/5/2017
92S072	Cantilever	WB East of SR-535	US-192 WB	8/14/2015	8/14/2017
92S073	Cantilever	EB 2 Miles West of SR-91	US-192	4/18/2016	4/18/2018

BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
92S074	Cantilever	EB 0.5 mi. West of SR-91	US-192	4/18/2016	4/18/2018
92S075	Cantilever	EB 0.25 mi. West of SR-91	US-192	4/18/2016	4/18/2018
92S076	Cantilever	EB at SR-91	US-192	4/18/2016	4/18/2018
92S078	Bridge	EB/WB 0.5Mi W of World D	I-4	6/23/2016	6/23/2018
92S079	Cantilever	EB 0.25 MI W of SR-417	I-4	6/23/2016	6/23/2018
92S080	Bridge	0.5 Mi. west of World Dr.	I-4	6/23/2016	6/23/2018
92S081	Bridge	WB at Exit 62 Disney Wd	I-4	6/23/2016	6/23/2018
92S082	Cantilever	WB at Exit 62 Disney Wd	I-4	6/23/2016	6/23/2018
92S083	Bridge	EB 1.25 MI W of US-192	I-4	6/23/2016	6/23/2018
92S084	Cantilever	WB 0.5 MI E of Exit 62	I-4	6/23/2016	6/23/2018
92S085	Bridge	EB at US-192 Exit	I-4	6/23/2016	6/23/2018
92S087	Bridge	EBWB 1.0 MI W of World Dr	I-4	6/23/2016	6/23/2018
92S088	Cantilever	WB 2mi East of SR-429	I-4	12/18/2014	12/18/2016
92S089	Cantilever	WB at Exit to SR-429	I-4	12/15/2014	12/15/2016
92S090	Cantilever	EB at Exit to SR-429	I-4	12/15/2014	12/15/2016
92S091	Cantilever	EB .25mi. West of SR-429	I-4	12/15/2014	12/15/2016
92S092	Cantilever	EB .75 mi. West of SR-429	I-4	12/15/2014	12/15/2016
92S093	Cantilever	EB 2.6 mi. E of SR-429	I-4	7/8/2015	7/8/2017
92S094	Cantilever	EB 3.3 mi. E of SR-429	I-4	7/8/2015	7/8/2017
92S095	Bridge	EB 1.5 mi. E of World Dr	I-4	7/8/2015	7/8/2017
92S096	Bridge	1.5 Mi. W of Osceola Pkwy	I-4	8/5/2015	8/5/2017
92S097	Bridge	EB off Ramp to US-192	I-4	7/8/2015	7/8/2017
92S098	Bridge	EB at Ramp to I-4 EB WB	US-192	7/10/2015	7/10/2017
92S100	Bridge	WB Ramp at US-192 Split	I-4	7/13/2015	7/13/2017
92S101	Bridge	EB 2.7mi E of World Drive	I-4	7/9/2015	7/9/2017
92S102	Cantilever	WB Exit Ramp to US-192	I-4	7/13/2015	7/13/2017
92S105	Bridge	WB 1.4 Mi W of SR-536	I-4	7/9/2015	7/9/2017
92S108	Bridge	1.0 mi. W of I-4	US-192	7/9/2015	7/9/2017
92S109	Bridge	0.7 Mile West of I-4	US-192	7/10/2015	7/10/2017
92S110	Bridge	EB WB 0.4 mile W of I-4	US-192	7/10/2015	7/10/2017
92S111	Cantilever	WB 1.3 mi W of Intrnl Dr	US-192	7/10/2015	7/10/2017
92S112	Cantilever	WB at Ramp to I-4 EB	US-192	7/10/2015	7/10/2017
92S113	Bridge	EB WB 0.2 mi. E of I-4	US-192	7/8/2015	7/8/2017
92S114	Bridge	EB 1.75 mi. West SR-417	I-4	12/18/2014	12/18/2016
92S115	Cantilever (DMS)	EB 0.5Mi W of I-4	US-192	7/11/2016	7/11/2018
92S116	Cantilever (DMS)	WB 1Mi E of I-4	US-192	7/11/2016	7/11/2018
92S118	Cantilever (DMS)	NB 1 Mi S of Poinciana Bl	Cypress Pkwy NB	8/12/2015	8/12/2017
92S119	Cantilever (DMS)	SB 2.6 Miles S of US-192	US-17 SB	8/14/2015	8/14/2017
92S120	Cantilever (DMS)	NB 0.25Mi E of Poinciana	US-17 NB	8/14/2015	8/14/2017
92S121	Cantilever (DMS)	SB 1 Mi N of US-17	S PoincianaBlvd SB	8/12/2015	8/12/2017


BrKey	Strucname	Location	Facility	Lastinsp	Nextinsp
92S122	Cantilever	EB at Exit to Osceola Pkw	I-4	11/20/2015	11/20/2017
92S123	Bridge	EB WB .6mi West of SR-536	I-4	11/20/2015	11/20/2017
92S124	Bridge	EB 0.4 mi West of SR-536	I-4	11/20/2015	11/20/2017
92S125	Cantilever (DMS)	WB 0.7 mi. E of SR-532	I-4	4/3/2015	4/3/2017
92S126	Cantilever (DMS)	EB 0.75 mi. W of SR-417	I-4	3/31/2015	3/31/2017
92S127	Cantilever (DMS)	EB 1 Mile West of US-192	I-4	3/31/2015	3/31/2017
92S128	Bridge (DMS)	EB at US-192 Exit	I-4	3/31/2015	3/31/2017

**CONSENT AGENDA ITEM
#31**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

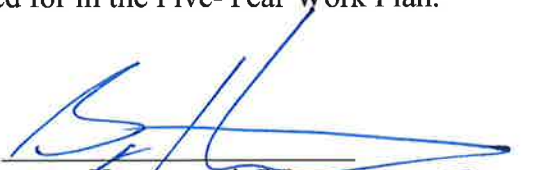

DATE: April 23, 2018

SUBJECT: Approval of Purchase Order to Dasher Technologies for Servers for CFX's
Intelligent Transportation System (ITS)
Project No. 599-543

Board authorization is requested to issue a purchase order to Dasher Technologies in the amount of \$61,776.48 for new servers, supporting licenses, software and maintenance to support CFX's Intelligent Transportation System (ITS). This will be a cooperative (piggyback) procurement based on the State of Florida contract number 43211500-WSCA-15-ACS, which will allow CFX to take advantage of the competitive rate already negotiated by the State of Florida.

The servers will be used to support ITS applications including but not limited to the traffic operations software. These servers will replace existing hardware that has reached end-of-life.

This is budgeted for in the Five-Year Work Plan.

Reviewed by: 
Bryan Homyouni, PE
Manager of Traffic Operations 



Dasher Technologies Corporate Offices
 675 Campbell Technology Parkway
 Suite 100
 Campbell, CA 95008
 Ph: (866) 898-9506
 Fax: (866) 898-9503
 Rick Starr 954-560-7425
rick.starr@dasher.com

YOUR FAST TRACK TO
IT SUCCESS

To: Daniel Stinson
 Central Florida Expressway
 Authority
 407-690-5136
Daniel.Stinson@CFXWay.com

Quote #: **532850-009**
 Quote Prepared: **4/13/2018**
 Quote Valid Through: **5/13/2018**

ITS projectCombined HW SW

Line	QTY	Product	Description	Unit Sell	Ext Sell
100	1	HPE-Branded Veeam		\$4,534.44	\$4,534.44
110	4	Q1K17A	Veeam BU Repl Ent VMw 1yr Maint LTU	\$1,133.61	\$4,534.44
120	4	VMw vSph EntPlus 1P 3yr Channel E-LTU		\$4,216.29	\$16,865.16
130	4	E8H78AAE	VMw vSph EntPlus 1P 3yr Channel E-LTU	\$4,216.29	\$16,865.16
140	2	MS WS16 (16-Core) Std ROK en SW		\$715.51	\$1,431.02
150	2	P00487-B21	MS WS16 (16-Core) Std ROK en SW	\$715.51	\$1,431.02
160	2	HPE DL360 Gen10 8SFF CTO Server		\$18,658.81	\$37,317.62
170	2	Product Class HW		\$16,806.93	\$33,613.86
180	2	867959-B21	HPE DL360 Gen10 8SFF CTO Server	\$1,224.97	\$2,449.94
190	2	860653-L21	HPE DL360 Gen10 Xeon-S 4110 FIO Kit	\$530.48	\$1,060.96
200	2	860653-B21	HPE DL360 Gen10 Xeon-S 4110 Kit	\$530.48	\$1,060.96
210	32	815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	\$717.82	\$22,970.24
220	2	804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	\$349.58	\$699.16
230	2	875241-B21	HPE 96W Smart Storage Battery 145mm Cbl	\$57.78	\$115.56
240	2	665240-B21	HPE Ethernet 1Gb 4-port 366FLR Adapter	\$192.00	\$384.00
250	2	P9D94A	HPE SN1100Q 16Gb 2p FC HBA	\$1,417.56	\$2,835.12
260	2	652503-B21	HPE Ethernet 10Gb 2P 530SFP Adptr	\$407.94	\$815.88
270	2	741279-B21	HPE Dual 8GB microSD EM USB Kit	\$110.30	\$220.60
280	4	865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	\$221.18	\$884.72
290	2	874543-B21	HPE 1U Gen10 SFF Easy Install Rail Kit	\$58.36	\$116.72
300	2	Product Class ES		\$1,316.13	\$2,632.26
310	2	H7J34A3	HPE 3Y Foundation Care 24x7 Service	\$0.00	\$0.00
320	2	H7J34A3#WAG	HPE DL360 Gen10 Support	\$1,316.13	\$2,632.26
330	2	Product Class SW		\$535.75	\$1,071.50

340	2	P8B31A	HPE OV w/o iLO 3yr 24x7 FIO Phys 1 LTU	\$262.04	\$524.08
350	2	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	\$273.71	\$547.42
360	8	HPE Windows Server 2016 Standard Licenses		\$203.53	\$1,628.24
370	8	871158-DN1	HPE Windows Server 2016 Standard ROK Additional License - 4 Core - Reseller Option Kit	\$203.53	\$1,628.24

SubTotal	\$61,776.48
Tax	TBD
Freight	TBD
GrandTotal	\$61,776.48

Notes:

1	530621-001	HP NASPO ValuePoint Master Agreement number (MNNVP-134) and the State of Florida Participating Addendum number (43211500-WSCA-15-ACS)
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Statements or description of products, if any, by Dasher, or agents of Dasher are informational only, and not made or given as a warranty of any kind. All sales are subject to Dasher's standard Terms & Conditions which can be found at <http://www.dasher.com/company/terms-conditions/>
The information contained in this investment proposal is privileged, confidential and protected from disclosure to individuals that are not the intended recipient or agents of the intended recipient.

**CONSENT AGENDA ITEM
#32**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: May 25, 2018


SUBJECT: Approval of BRUDEN Corporation as Subcontractor for the
System Software Maintenance contract with TransCore LP
Contract No. 000179

TransCore LP, CFX's System Software Maintenance Contractor has requested approval to use BRUDEN Corporation to perform computer consulting and system maintenance services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by TransCore LP when its contract with CFX was originally awarded.

Board approval of BRUDEN Corporation as a subcontractor to TransCore LP is requested.

Reviewed by:


Jim Greer
Director of IT



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: TransCore Date: 5/17/2018

CFX Contract Name: SSM-01 CFX Contract No.: 179

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: BRUDEN Corporation

Address: 9 Gregory Street (or P.O. Box 489) Middleton, MA 01949

Phone No.: 978-777-7247

Federal Employee ID No.: Tax ID 84-1440754

Description of Services to Be Sublet: Computer consulting and system maintenance services

Estimated Beginning Date of Sublet Services: 01/01/2018

Estimated Completion Date of Sublet Services: 07/31/2020

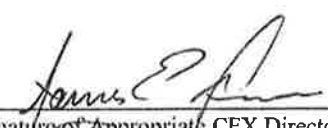
Estimated Value of Sublet Services*: \$ 197,843

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

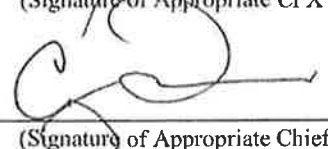
Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: Edgardo Torres
(Signature of Consultant Representative)

AVP
Title

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

Date: 5/23/18

Approved by: 
(Signature of Appropriate Chief)

Date: 5/23/18

Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#33**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 23, 2018


SUBJECT: Approval of First Contract Renewal with
TC Delivers, Inc. for Toll Operations Printing and Mailing Services
Contract No. 001085

Board approval is requested for the first renewal of the referenced contract with TC Delivers, Inc. in the amount of \$478,500.00 for a one-year period beginning July 1, 2018 and ending on June 30, 2019. The original contract was three years with two (2) one-year renewals.

Original Contract Amount	\$ 537,967.92
Supplemental Agreement No. 1	\$ 718,306.66
First Renewal	<u>\$ 478,500.00</u>
Total	\$1,734,774.58

The services to be provided under this renewal is to provide printing and mailing services.

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

Reviewed by: 
David Wynne
Director of Toll Operations



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL
CONTRACT NO. 001085**

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 29th day of June, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and TC Delivers, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 9, 2015, with a Notice to Proceed date of July 1, 2015, whereby CFX retained the Contractor to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the Contractor by CFX; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2018 and ending the 30th day of June, 2019 at the cost of \$478,500.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending June 30, 2018, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending June 30, 2018.

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

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

TC DELIVERS, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL OPERATIONS PRINTING AND MAILING SERVICES
CONTRACT NO. 001085
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 9th day of February 2017, by and between the Central Florida Expressway Authority ("CFX") and TC Delivers, Inc. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on April 9, 2015, entered into an Agreement whereby CFX retained the Contractor to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the Contractor by CFX; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$718,306.66 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated April 9, 2015; *5.2*

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$718,306.66 which shall make the total not-to-exceed amount of the Contract \$1,274,643.58.

CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract 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 waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on February 9, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

TC DELIVERS, INC.

By: _____

Title: _____

Attest: _____

(Seal)



PALAK PATEL
MY COMMISSION # FF 147850
EXPIRES: August 4, 2018
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

General Counsel for CFX

Joseph J. Cassinatore

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TC DELIVERS**

**TOLL OPERATIONS PRINTING AND MAILING
SERVICES**

CONTRACT NO. 001085

**CONTRACT DATE: APRIL 9, 2015
CONTRACT AMOUNT: \$537,967.92**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL,
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL, PERFORMANCE
AND PAYMENT BOND, AND FORMS**

FOR

TOLL OPERATIONS PRINTING AND MAILING SERVICES

CONTRACT NO. 001085

APRIL 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Walter A. Ketcham Jr., Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

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P	PROPOSAL	P-1 to P-8
PCB	PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5

CONTRACT

This Contract No. 001085 (the "Contract" as defined herein below), is made this 9th day of April 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and TC DELIVERS, 8879 Boggy Creek Road, Orlando, Florida 32824, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about February 8, 2015, the AUTHORITY issued an Invitation to Bid seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the Successful Bidder that responded to the Invitation to Bid 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 the AUTHORITY, 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 receiving and processing E-PASS data in electronic format and processing the data into the letter format required by the Authority, printing the letter, inserting it into an envelope and mailing it to the addressee as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addendum,
- 1.3 The Scope of Services, and
- 1.4 The Bid submitted by CONTRACTOR,

(collectively, the "Contract").

1. CONTROL OF THE WORK

All work shall be subject to review and acceptance by the AUTHORITY's designee who shall evaluate the CONTRACTOR's work for compliance with the Contract Documents. The AUTHORITY's designee has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the CONTRACTOR or any subcontractor or supplier.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date established in the Notice to Proceed. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 15 days notice for cause. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify 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 AUTHORITY 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 the AUTHORITY, the AUTHORITY 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, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY 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.

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

The AUTHORITY 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 on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

The AUTHORITY 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 initial term of the Contract is \$537,967.92.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with unit prices in the CONTRACTOR's bid.

4. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

The 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 shall be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY, in its sole and absolute discretion. All surety bonds shall be in a form and issued by a surety company approved by AUTHORITY. The CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

4.1 Comprehensive 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.

4.2 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;

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

4.4 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 carried without deductible, without co-insurance, and shall (a) include the AUTHORITY, and such other parties the AUTHORITY 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 the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage. 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 AUTHORITY 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 AUTHORITY.

Any insurance carried by the AUTHORITY 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 AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

4.5 Performance and Payment Bond: The CONTRACTOR shall furnish to the AUTHORITY, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/3 years). The initial term of the bond shall be from July 1, 2015 through June 30, 2016. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to the AUTHORITY at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in the AUTHORITY giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by the AUTHORITY. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the AUTHORITY. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

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

5. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, contractors 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), 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:

- violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- CONTRACTOR's failure to include terms in its subcontracts as required by the Contract,
- CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

6. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract, CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY will direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

7. PRESS RELEASES

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

8. 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 AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. 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.

9. 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.

10. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's personnel providing services under this Contract 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.

11. SUBLETTING AND ASSIGNMENT

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

11.1 CONTRACTOR may assign its rights to receive payment under this Contract with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Contract without consent of or advance notice to CONTRACTOR; and

11.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

- (i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (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 the AUTHORITY. Upon such event, the AUTHORITY 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 AUTHORITY, and

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

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

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

12. DISPUTES

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

13. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY 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 the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work.

14. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

The term "contested claim" or "claims" shall include the initial written claim(s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

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

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

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

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

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

15. UNAUTHORIZED ALIENS

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

16. 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.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on April 9, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

DATE: 5/15/15

TC DELIVERS

By: 
Signature

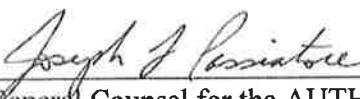
Jamie Freeman
Print Name

Vice President Client Services
Title

ATTEST:  (Seal)
JAMIE FREEMAN

DATE: April 17 2015

Approved as to form and execution, only.



General Counsel for the AUTHORITY

**CONSENT AGENDA ITEM
#34**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement



DATE: June 18, 2018

SUBJECT: Approval of Subcontractors for the E-Pass and VES Operations contract with Egis Projects, Inc.
Contract No. 001105

Egis Projects, Inc., CFX's E-Pass and VES Operations Contractor has requested approval to use the following subcontractors: Express Services, Inc. d/b/a/ Express Employment Professionals and Quality Choice Staffing to provide additional staffing services in support of E-Pass and VES Operations. The cost is expected to exceed the \$25,000.00 threshold for each subcontractor established by the Procurement Policy for subcontractors not disclosed by Egis Projects, Inc. when its contract with CFX was originally awarded.

Board approval of Express Employment d/b/a Express Employment Professionals and Quality Choice Staffing as subcontractors to Egis Projects, Inc. is requested.

Reviewed by:


David Wynne
Director of Toll Operations 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Egis Projects, Inc. Date: 6/15/18
CFX Contract Name: E-PASS and VES Operations CFX Contract No.: 001105

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

Subconsultant Name: Quality Choice Staffing
Address: 5564 Elizabeth Rose Square Orlando, FL 32810
Phone No.: (888) 409-1584
Federal Employee ID No.: 47-1393169

Description of Services to Be Sublet: Personnel Staffing Service

Estimated Beginning Date of Sublet Services: July 23, 2018
Estimated Completion Date of Sublet Services: July 31, 2020
Estimated Value of Sublet Services*: \$ 500,000
*(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]
(Signature of Consultant Representative)
CEO
Title

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

Date: 6-19-18

Approved by: [Signature]
(Signature of Appropriate CFX Division Chief)

Date: 6/19/18

Attach Subconsultant's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Egis Projects, Inc. Date: June 15, 2018
CFX Contract Name: E-PASS and VES Operations CFX Contract No.: 001105

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

Subconsultant Name: Express Employment Professionals
Address: 2411 Sandlake Road, Suite 100 Orlando, FL 32809
Phone No.: (407) 240-7633
Federal Employee ID No.: 84-0909680

Description of Services to Be Sublet: Personnel Staffing Service

Estimated Beginning Date of Sublet Services: June 30, 2018
Estimated Completion Date of Sublet Services: July 31, 2020
Estimated Value of Sublet Services*: \$ 700,000
*(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]
(Signature of Consultant Representative)
CEO
Title

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

Date: 6-19-18

Approved by: [Signature]
(Signature of Appropriate CFX Division Chief)

Date: 6/14/18


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#35**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

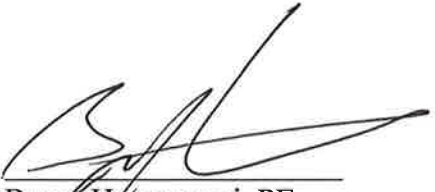

FROM: Aneth Williams 
Director of Procurement

DATE: May 16, 2018

SUBJECT: Approval of Traffic Control Products of FL, Inc. as Subcontractor for the
Maintenance of ITS Infrastructure contract with Kapsch TrafficCom USA, Inc.
Contract No. 001283

Kapsch TrafficCom USA, Inc., CFX's Maintenance of ITS Infrastructure Contractor has requested approval to use Traffic Control Products of FL, Inc. to perform maintenance of traffic services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Kapsch TrafficCom USA, Inc. when its contract with CFX was originally awarded.

Board approval of Traffic Control Products of FL, Inc. as a subcontractor to Kapsch TrafficCom USA, Inc. is requested.

Reviewed by: 
Bryan Hedayouni, PE
Manager of Traffic Operations 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Kapsch TrafficCom USA, Inc. Date: 5/16/2018

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: Traffic Control Products of FL, Inc.

Address: 5514 Carmack Road Tampa, FL 33610-9416

Phone No.: 813-621-8484

Federal Employee ID No.: 59-2582822

Description of Services to Be Sublet: Maintenance of Traffic


Estimated Beginning Date of Sublet Services: July 1, 2018

Estimated Completion Date of Sublet Services: September 30, 2018

Estimated Value of Sublet Services*: \$ \$60,000.00

*(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)

Deputy Project Manager

Title

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

Date: 5/16/18

Approved by: 
(Signature of Appropriate CFX Division Chief)

Date: 5/16/18

Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#36**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2018

SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services for
Three-Line Dynamic Message Signs (DMS) Replacement Project
Project No. 599-545; Contract No. 001419

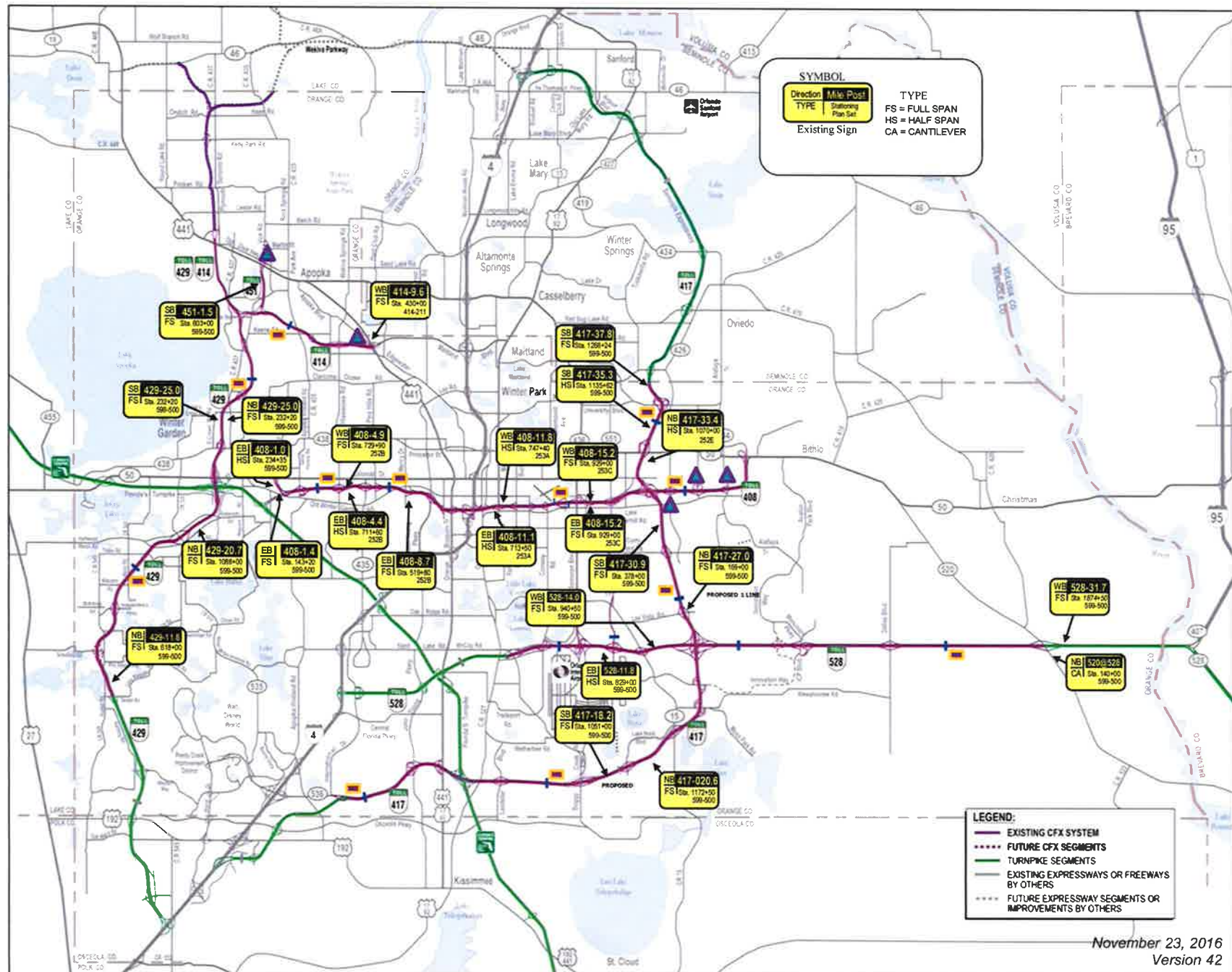
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the Three-Line DMS Replacement Project. The project includes the replacement of twenty-six (26) existing three-line dynamic message signs as they reach end of life.

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

Reviewed by: 
Bryan Homayouni, P.E.
Manager of Traffic Operations 

Skyline 3-Line DMS

SR 408			
408-1.0 EB Ramp	408-EB-Wcolonial Dr MM 1.0 ramp	•	
408-1.4 EB	408-EB-Turnpike MM 1.4	•	
408-4.4 EB	408-EB-Kirkman MM 4.4	•	
408-4.9 WB	408-WB-KirkmanRd MM 4.9	•	
408-7.5 EB	408-EB-JYP MM 7.5	•	
408-11.1 EB	408-EB-Mills Ave MM 11.1	•	
408-11.8 WB	408-WB-Bumby Ave MM 11.8	•	
408-15.2 WB	408-WB-Oxalis Ave MM 15.2	•	
408-15.3 EB	408-EB-Goldenrod Rd MM 15.2	•	
SR 417			
417-18.2 SB	417-SB-BoggyCreek Rd MM 18.2	•	
417-20.6 NB	417-NB-Narcoossee Rd MM 20.6	•	
417-20.7 NB	417-NB-LeeVista Rd MM 27.0	•	
417-30.9 SB	417-SB-CurryFord Rd MM 30.9	•	
417-35.3 SB	417-SB-E Colonial Dr MM 35.3	•	
417-37.8 SB	417-SB-Seminole Co MM 37.8	•	
417-33.4 NB	417-NB-Valencia MM 33.4	•	
SR 429/451			
429-25.0 SB	429-SB-WestRd MM 25.0	•	
429-11.8 NB	429-NB-Seidel Rd MM 11.8	•	
429-25.0 NB	429-NB-Plant St MM 25.0	•	
429-20.7 NB	429-NB-CR535 MM 20.7	•	
451-1.5 SB	451-SB-OBT MM 1.5	•	
SR 528/520			
528-14.0 WB	528-WB-Goldenrod Rd MM 14.0	•	
528-11.8 EB	528-EB-Goldenrod Rd MM 11.8	•	
528-31.7 WB	528-WB-SR520 MM 31.7	•	
520-31.1 WB	520-WB-SR528 MM 31.1	•	
SR 414			
414-9.6 WB	414-WB-US441 MM 9.6	•	




November 23, 2016
Version 42

**CONSENT AGENDA ITEM
#37**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

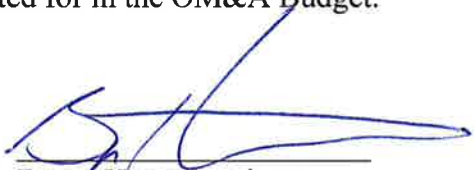

FROM: Aneth Williams 
Director of Procurement

DATE: May 16, 2018

SUBJECT: Authorization to Advertise for
Request for Proposals for Maintenance of Fiber Optic Network (FON)
Infrastructure
Contract No. 001423

Board authorization is requested to advertise for Request for Proposals from qualified firms to maintain CFX's fiber optic network. Services consist of providing 24/7/365 performance monitoring and maintenance including on-call repair and support of CFX's fiber optic cable, network equipment and conduit infrastructure. The current five-year contract with Precision Contracting Services expires on March 31, 2019, and there are no further renewal options.

This is budgeted for in the OM&A Budget.


Reviewed by: 
Bryan Homyouni, PE
Manager of Traffic Operations 

**CONSENT AGENDA ITEM
#38**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


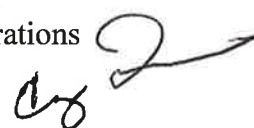
DATE: June 1, 2018

SUBJECT: Authorization to Advertise for
Letters of Interest for Design Services for
Wrong-Way Driving Deployment
Project No. 599-526; Contract No. 001438

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide site design services for expansion of CFX Wrong-Way Driving Deployment at additional locations throughout the CFX roadway network.

To date, CFX has deployed state of the art wrong way driving countermeasure at a total of 35 ramp locations on the CFX roadway system. University of Central Florida (UCF) has recommended CFX expand the project by adding up to 20 additional sites based on the latest 2018 data optimization model. The design services will provide for site layout, communications and power design for the new locations selected as a part of the optimization process.

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


Reviewed by: 
Bryan Homyouni, P.E.
Manager of Traffic Operations 

**CONSENT AGENDA ITEM
#39**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 10, 2018

SUBJECT: Approval of First Contract Renewal with The University of Central Florida,
Florida Institute of Government for On-Site Consulting and Technical Services
Contract No. 001221

Board approval is requested for the first renewal of the referenced contract with The University of Central Florida, Florida Institute of Government, in the amount of \$21,000.00 for one year beginning July 1, 2018 and ending June 30, 2019. The original contract was one year with four one-year renewals.

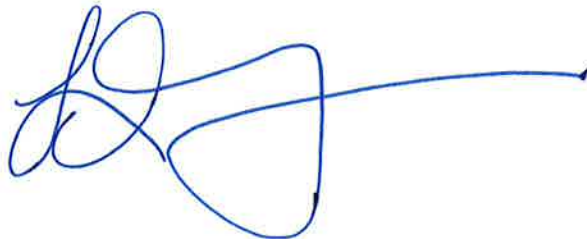
Original Contract Amount	\$36,000.00
First Renewal	<u>\$21,000.00</u>
Total	\$57,000.00

The service to be performed under this renewal is on-site consulting and technical advisory support for public records.

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

Reviewed by:


Tim O'Toole
Records Administrator



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL
CONTRACT NO. 001221

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 29th day of June 2018, by and between Central Florida Expressway Authority, hereinafter called "CFX" and the University of Central Florida, hereinafter called the "University".

WITNESSETH

WHEREAS, CFX and the University entered into a Contract Agreement (the "Original Agreement") dated July 1, 2016, whereby CFX retained the University to provide on-site consulting and technical assistance; and

WHEREAS, pursuant to Section 7 of the Original Agreement, CFX and University wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and University agree to a first renewal of said Original Agreement beginning the 1st day of July 2018 and ending the 30th day of June 2019 at the cost of \$21,000.00, (On-Site Consulting/6 days/ \$12,000 and Off-Site Consulting/30/\$9,000.00), which amount restates the amount of the Original Agreement.

University states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract renewal ending June 30, 2018, the University shall execute a 'Certificate of Completion of the Original Contract and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Contract ending June 30, 2018.

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

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

UNIVERSITY OF CENTRAL FLORIDA

BY: _____
Authorized Signature

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

**INTERLOCAL AGREEMENT BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
UNIVERSITY OF CENTRAL FLORIDA
ON-SITE CONSULTING AND TECHNICAL SERVICES
CONTRACT NO. 001221**

25 JUL 15 PM 1:18

THIS AGREEMENT is made and entered into as of the 1st day of July 2016 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body and corporate politic and agency of the State of Florida, hereinafter referred to as "CFX" and the UNIVERSITY OF CENTRAL FLORIDA, for its Board of Trustees, hereinafter referred to as 'UNIVERSITY'.

WHEREAS, the UNIVERSITY is authorized by Section 1004.22, Florida Statutes, to enter into interlocal agreements providing for the performance by one governmental unit on behalf of another of any function which either agency is authorized to perform; and

WHEREAS, CFX was created and established to acquire, hold, construct, improve, maintain and operate the CENTRAL FLORIDA EXPRESSWAY AUTHORITY SYSTEM, pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.754, Florida statutes, CFX has been granted power to make and enter into contracts or other transactions and to do all acts and things necessary or convenient for the conduct of its business and for carrying out the purposes of CFX; and

WHEREAS, CFX desires that the UNIVERSITY provide on-site consulting and technical assistance for CFX.

NOW, THEREFORE, in consideration of the promises herein made and the benefits to accrue to the parties, and for good and valuable consideration, the parties agree as follows;

1. Services to be provide the UNIVERSITY shall begin upon written notice to proceed from CFX's Manager of Public Records, and shall be completed in accordance with the date established in the notice to proceed incorporated by reference here.
2. The UNIVERSITY shall provide the services outlined in Exhibit A, Scope of Services. Any changes must be approved by CFX. Matt Daugherty will be providing the consulting services.
3. Anything contained herein to the contrary notwithstanding, CFX shall have final approval of the final plan.
4. The total compensation for the services provided shall not exceed thirty-six thousand dollars (\$36,000.00). CFX shall pay the UNIVERSITY for on-site services a fee of \$2,000 per day not to exceed \$30,000. Travel and all related expenses are included in this fee. In addition, the UNIVERSITY will provide off-site consulting and technical assistance, as described in the scope of services, upon the request of CFX. The fee for off-site services is \$300 per hour, billable per month, not to exceed \$6,000. The UNIVERSITY will invoice CFX upon completion of the services. Invoices shall be submitted in a format acceptable to CFX. Invoices shall be in detail sufficient for a proper pre-audit and post-audit thereof. Payment will be remitted to:

University of Central Florida
Florida Institute of Government
12443 Research Parkway, Suite 402
Orlando, Florida 32826

5. The UNIVERSITY agrees to keep and maintain accounts in order to record complete and correct entries as to all costs and expenditures. No funds provided by CFX shall be expended for expenses other than for the plan. Such books and records shall be available at all reasonable times for examination and audit by CFX. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CFX of any fees, expenses or costs based upon such entries.

6. Both parties and any subconsultants to this Agreement shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. If either party claim such material to be exempt from public inspection such party shall provide the other party written citation to the appropriate statutory exemption.

7. CFX and the UNIVERSITY agree that at future dates this Agreement may be extended or supplemented for future services, as mutually agreed.

Q 8. ^{only amounts specifically provided in ch. 768.28, Fla. Stat.} To the extent ~~allowed by law~~, the UNIVERSITY shall indemnify, defend, save and hold harmless CFX and all of its officers, agents or employees from all suites, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of the agreement by the UNIVERSITY, its agent or employees or due to any negligent act or occurrence of omission or commission of the UNIVERSITY, its agents or employees. Neither the UNIVERSITY, nor any of its agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of CFX or any of its officers, agents or employees.

9. The UNIVERSITY warrants that it has not employed or obtained any company or person, other than bona fide employees or consultants of the UNIVERSITY to solicit or to secure this Agreement, and it as not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees employed by the UNIVERSITY. For the breach or violation of this provision, CFX shall have the right to terminate the Agreement without liability at its discretion, and to withhold additional payments or funds budgeted and allocated for this project.

B 10. This Agreement or any interest herein shall be assigned, transferred or otherwise encumbered under any circumstances by the ^{either party} UNIVERSITY without the prior written consent of ^{the other party} CFX. However, the Agreement shall run to CFX and its successors. This

Agreement may be terminated by CFX upon 30 days notice. CFX will pay the UNIVERSITY for costs incurred up to and at termination.

11. CFX is and shall be and remain the sole owner of all rights all documents, software, data and items developed with respect to and in connection with the performance of this Agreement. UNIVERSITY may not use such materials in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. Information and work product generated in connection with Agreement shall be the property of CFX. UNIVERSITY shall not transfer, disclose or otherwise use such information or work product for any purpose other than in performance of its duties hereunder, without CFX's prior written consent, which may be withheld or granted in the sole discretion of CFX. Information and materials with respect to CFX and this Agreement obtained by UNIVERSITY during the Term of this Agreement shall remain confidential. Notwithstanding the foregoing, both parties will be subject to the requirements of the Florida Public records law and any valid court order.

12. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior executives of the parties who have no authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within twenty days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive who will represent that party. The executives shall meet at a mutually acceptable time and place within thirty days of the date of the disputing party's notice and thereafter as often as they reasonable deem necessary to exchange information and to attempt to resolve the dispute.


In the event a dispute arising out of or related to this Agreement (on the Services performed thereunder) has not been resolved pursuant to the aforesaid mediation procedure within sixty days of the initiation of such procedures, or if either party will not participate in

mediation, such dispute shall be resolved by binding arbitration conducted pursuant to the Rules of the American Arbitration Association. The arbitration shall occur in Orange County, Florida.

13. Neither part shall be liable in damages or have the right to terminate this Agreement for the delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
14. This Agreement and its Exhibit(s) constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

UNIVERSITY OF CENTRAL FLORIDA

BY: 
Authorized Signature
GREGORY D. ROBINSON
TTITLE: DIRECTOR OF PURCHASING
7/14/16

Legal Content Approved for the University:

Name: Sherry Anderson
Date: 7/13/16

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement 8/2/16

REVIEWED AND APPROVED
BY CFX LEGAL


7/7/16

EXHIBIT A

SCOPE OF SERVICES

ON-SITE CONSULTING AND TECHNICAL SERVICES

The on-site consulting services include assistance with records related project. Although not an exhaustive list, the following is included:

- Assistance monitoring changing legislation, Attorney General and Court Opinions to keep the Records Plan, policies, and procedures current
- Assistance monitoring change in Florida Administrative Code and Retention Schedules to keep the Agency-wide Disposition List current
- Assistance designing filing systems
- Professional training for staff record coordinators
- Assistance compiling Florida Department of State Compliance statements
- Assistance compiling data to finalize each year's Disposition List
- Assistance with the integration of technology and changing standards in the Florida Administrative Codes; specifically Rule Chapter 1B-26
- Assistance selecting service providers together with compliance monitoring
- Assistance designing and implementing file arrangements to ensure disposition efficiency and data retrieval; and
- Assistance drafting record Policy and Procedures as issues arise, especially as relates to record requests.
- General consultation as requested.

OFF-SITE CONSULTING AND TECHNICAL ASSISTANCE

Off-site consulting will be provided at the request of "CFX" to include assistance requiring legal review, extensive research, and/or written deliverables via mail or common carrier. These services may or may not include the possible list of services listed above.

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: June 21, 2018 

RE: May 2018 Financial Reports

Attached please find the May 2018 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 MAY 31, 2018 AND YEAR-TO-DATE

	<u>FY 18</u> <u>MONTH</u> <u>ACTUAL</u>	<u>FY 18</u> <u>MONTH</u> <u>BUDGET</u>	<u>FY 18</u> <u>YEAR-TO-DATE</u> <u>ACTUAL</u>	<u>FY 18</u> <u>YEAR-TO-DATE</u> <u>BUDGET</u>	<u>FY 18</u> <u>YEAR-TO-DATE</u> <u>VARIANCE</u>	<u>FY 18</u> <u>YEAR-TO-DATE</u> <u>% VARIANCE</u>	<u>FY 17 - 18</u> <u>YEAR-TO-DATE</u> <u>COMPARISON</u>
REVENUES							
TOLLS	\$ 39,156,175	\$ 37,905,724	\$ 400,399,856	\$ 393,988,892	\$ 6,410,964	1.6%	3.7%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	625,437	485,388	6,912,622	5,342,962	1,569,660	29.4%	3.3%
TRANSPONDER SALES	29,184	22,439	271,031	205,971	65,060	31.6%	26.6%
OTHER OPERATING	157,416	140,660	1,444,938	1,266,847	178,091	14.1%	5.5%
INTEREST	281,073	220,308	3,248,357	2,914,154	334,203	11.5%	-27.8%
MISCELLANEOUS	84,066	84,100	946,868	925,096	21,772	2.4%	-3.2%
TOTAL REVENUES	40,333,351	38,858,619	413,223,672	404,643,922	8,579,749	2.1%	3.3%
O M & A EXPENSES							
OPERATIONS	4,386,262	4,989,164	43,612,514	49,674,076	6,061,562	12.2%	0.3%
MAINTENANCE	1,712,216	1,664,302	13,479,146	14,970,527	1,491,381	10.0%	20.2%
ADMINISTRATION	686,927	635,302	6,325,683	7,262,426	936,743	12.9%	8.3%
OTHER OPERATING	55,326	211,300	1,419,050	2,057,349	638,299	31.0%	-34.1%
TOTAL O M & A EXPENSES	6,840,732	7,500,067	64,836,393	73,964,379	9,127,986	12.3%	3.4%
NET REVENUES BEFORE DEBT SERVICE	33,492,619	31,358,551	348,387,279	330,679,544	17,707,735	5.4%	3.3%
COMBINED NET DEBT SERVICE	13,839,608	14,157,998	153,664,457	155,694,125	2,029,668	1.3%	-2.0%
NET REVENUES AFTER DEBT SERVICE	\$ 19,653,011	\$ 17,200,554	\$ 194,722,822	\$ 174,985,419	\$ 19,737,403	11.3%	7.9%

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 MAY 31, 2018 AND YEAR-TO-DATE

	FY 2018 ACTUAL	FY 2018 BUDGET	VARIANCE	FY 18 YEAR-TO-DATE % VARIANCE
Operations	\$ 43,612,514	\$ 49,674,076	\$ 6,061,562	12.2%
Maintenance	13,479,146	14,970,527	1,491,381	10.0%
Administration	6,325,683	7,262,426	936,743	12.9%
Other Operating	<u>1,419,050</u>	<u>2,057,349</u>	<u>638,299</u>	<u>31.0%</u>
Total O M & A	\$ 64,836,393	\$ 73,964,379	\$ 9,127,986	12.3%
Capital Expenditures				
Operations	\$ 83,588	\$ 153,500	69,912	45.5%
Maintenance	135,488	89,787	(45,701)	-50.9%
Administration	<u>64,167</u>	<u>192,667</u>	<u>128,500</u>	<u>66.7%</u>
Total Capital Expenditures	\$ 283,243	\$ 435,954	\$ 152,710	35.0%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Eleven Months Ending May 31, 2018**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	462,907	487,560	24,653	5.06%
Image Review	4,184,204	4,912,654	728,450	14.83%
Special Projects	117,319	200,054	82,734	41.36%
Information Technology	3,402,148	3,843,496	441,348	11.48%
E-PASS Service Center	16,010,787	18,261,629	2,250,842	12.33%
Public Outreach/Education	1,683,208	2,139,261	456,053	21.32%
Subtotal CFX	25,860,573	29,844,654	3,984,081	13.35%
Plazas	17,835,529	19,982,923	2,147,394	10.75%
Subtotal Toll Facilities	17,835,529	19,982,923	2,147,394	10.75%
Total Operations Expenses	43,696,102	49,827,576	6,131,475	12.31%

**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Eleven Months Ending May 31, 2018**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	2,031,930	2,207,617	175,686	7.96%
Traffic Operations	3,313,227	4,197,968	884,740	21.08%
Routine Maintenance	8,269,477	8,654,730	385,253	4.45%
Total Maintenance Expenses	13,614,634	15,060,314	1,445,680	9.60%

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Eleven Months Ending May 31, 2018**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	628,720	727,755	99,035	13.61%
Administrative Services	1,809,113	1,955,914	146,800	7.51%
Communications	594,958	724,840	129,883	17.92%
Human Resources	178,900	188,010	9,110	4.85%
Supplier Diversity	244,486	289,830	45,345	15.65%
Accounting	1,233,779	1,406,819	173,040	12.30%
Records Management	241,260	373,492	132,232	35.40%
Construction Administration	39,803	88,748	48,945	55.15%
Procurement	412,538	420,354	7,817	1.86%
Legal	503,842	674,742	170,901	25.33%
Internal Audit	430,154	530,256	100,102	18.88%
525 Magnolia	22,274	23,001	727	3.16%
Plans Production	50,024	51,332	1,308	2.55%
Grand Total Expenses	6,389,850	7,455,093	1,065,243	14.29%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING MAY 31, 2018 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	\$ 400,399,856	\$ 393,988,892	\$ 6,410,964	\$ 386,247,467	\$ 358,834,718	\$ 27,412,749	\$ (21,001,785)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	6,912,622	5,342,962	1,569,660	6,689,719	5,204,821	1,484,898	84,762
TRANSPONDER SALES	271,031	205,971	65,060	214,007	448,036	(234,029)	299,089
OTHER OPERATING	1,444,938	1,266,847	178,091	1,369,075	1,294,197	74,878	103,213
INTEREST	3,248,357	2,914,154	334,203	4,499,030	2,300,278	2,198,752	(1,864,549)
MISCELLANEOUS	946,868	925,096	21,772	978,077	921,432	56,645	(34,873)
TOTAL REVENUES	413,223,672	404,643,922	8,579,749	399,997,375	369,003,482	30,993,893	(22,414,144)
O M & A EXPENSES							
OPERATIONS	43,612,514	49,674,076	6,061,562	43,494,369	44,837,924	1,343,555	4,718,007
MAINTENANCE	13,479,146	14,970,527	1,491,381	11,215,594	13,730,179	2,514,585	(1,023,204)
ADMINISTRATION	6,325,683	7,262,426	936,743	5,842,134	6,932,467	1,090,333	(153,590)
OTHER OPERATING	1,419,050	2,057,349	638,299	2,154,192	2,383,036	228,844	409,455
TOTAL O M & A EXPENSES	64,836,393	73,964,379	9,127,986	62,706,289	67,883,606	5,177,317	3,950,669
NET REVENUES BEFORE DEBT SERVICE	348,387,279	330,679,544	17,707,735	337,291,086	301,119,876	36,171,210	(18,463,475)
COMBINED NET DEBT SERVICE	153,664,457	155,894,125	2,029,668	156,872,950	158,357,630	(1,484,680)	3,514,348
NET REVENUES AFTER DEBT SERVICE	\$ 194,722,822	\$ 174,985,419	\$ 19,737,403	\$ 180,418,136	\$ 142,762,246	\$ 37,655,890	\$ (17,918,487)

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
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING MAY 31, 2018 AND YEAR-TO-DATE

	<u>FY 18 MONTH ACTUAL</u>	<u>FY 17 MONTH ACTUAL</u>	<u>FY 17 - 18 SAME MONTH COMPARISON</u>	<u>FY 18 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 - 18 YEAR-TO-DATE COMPARISON</u>
REVENUES						
TOLLS	\$ 39,156,175	\$ 37,568,114	\$ 1,588,061	\$ 400,399,856	\$ 386,247,467	\$ 14,152,389
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	625,437	586,347	39,090	6,912,622	6,689,719	222,903
TRANSPONDER SALES	29,184	23,805	5,379	271,031	214,007	57,024
OTHER OPERATING	157,416	149,226	8,190	1,444,938	1,369,075	75,863
INTEREST	281,073	430,632	(149,559)	3,248,357	4,499,030	(1,250,673)
MISCELLANEOUS	84,066	108,600	(24,534)	946,868	978,077	(31,209)
TOTAL REVENUES	40,333,351	38,866,724	1,466,627	413,223,672	399,997,375	13,226,297
O M & A EXPENSES						
OPERATIONS	4,386,262	4,754,996	(368,734)	43,612,514	43,494,369	118,145
MAINTENANCE	1,712,216	1,011,117	701,099	13,479,146	11,215,594	2,263,552
ADMINISTRATION	686,927	505,824	181,103	6,325,683	5,842,134	483,549
OTHER OPERATING	55,326	140,463	(85,137)	1,419,050	2,154,192	(735,142)
TOTAL O M & A EXPENSES	6,840,732	6,412,400	428,332	64,836,393	62,706,289	2,130,104
NET REVENUES BEFORE DEBT SERVICE	33,492,619	32,454,324	1,038,295	348,387,279	337,291,086	11,096,193
COMBINED NET DEBT SERVICE	13,839,608	14,262,185	(422,577)	153,664,457	156,872,950	(3,208,493)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 19,653,011</u>	<u>\$ 18,192,139</u>	<u>\$ 1,460,872</u>	<u>\$ 194,722,822</u>	<u>\$ 180,418,136</u>	<u>\$ 14,304,686</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

Finally, **one toll pass** is all you need for
non-stop travel from Florida to Maine to Illinois.



amazon

The Amazon logo, featuring the word "amazon" in a bold, black, sans-serif font. Below the text is a thick, orange curved arrow that starts under the 'a' and points towards the 'n', resembling a smile.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report June 2018

CUSTOMER SERVICE

Automation of Toll Payments with County Tax Collectors

The Seminole County Tax Collector will be collecting E-PASS toll payments for registration releases for a \$1.00 processing fee beginning July 1. CFX has met with representatives of Lake, Osceola and Brevard County Tax Collectors' offices to begin similar programs in their respective counties.

Blackstone

E-PASS customers can now use Blackstone kiosks in over 1,000 locations in Central Florida to pay their Pay by Plate invoice or replenish their E-PASS account. Customers pay a \$1.50 processing fee. The payment processing program launched mid-June.

E-PASS Xtra

A CFX dual protocol transponder, E-PASS Xtra, will be available next month for those customers that want one transponder account to travel throughout Florida, Georgia, and the 17 E-ZPass states in the northeast. Customers that have a SunPass or E-PASS account and also have an E-ZPass account can trade-in their transponders for one E-PASS Xtra.

Amazon

Customers will be able to purchase E-PASS transponders on Amazon in July!

TRANSPORTATION PARTNERSHIPS

Orlando to Tampa Passenger Rail System

The Florida Department of Transportation and CFX are jointly responding to an unsolicited proposal from Brightline to lease CFX and FDOT right of way to provide rail service between Orlando and Tampa. A request for proposals has been advertised. Participation in the RFP does not bind FDOT or CFX to any action. Proposals are due by 3:00 P.M., Eastern Time, on November 7, 2018.

SunPass Centralized Customer Service System

FDOT/Florida's Turnpike Enterprise new back office system migration is causing some unexpected delays. Florida's Turnpike Enterprise has been unable to share interoperability files with CFX since June 5, 2018. E-PASS customers do not have Turnpike tolls posting to their accounts. In addition, we are unable to bill CFX Pay by Plate invoices because SunPass accounts cannot be checked at this time. The CFX team notified E-PASS customers of the issue and will continue to provide updates as they are received.

Visitor Toll Pass Program Update

The CFX team has partnered with the Greater Orlando Aviation Authority to pilot a program that allows visitors to borrow a transponder when they rent a car at the Orlando International Airport. Visitors to Central Florida will be able to save up to 80% in fees by taking advantage of the Visitor Toll Pass program. The pilot will begin in September.

Solar Energy Exploration

The University of Central Florida Energy System Integration Division is partnering with the CFX team to explore solar energy opportunities on the CFX system. Areas of interest include LED, controller and communication for light poles and photovoltaic installations on toll plaza roofs, retention ponds and roadside right of way. A solar energy proposal will be presented to the Board in the fall.

PRESENTATIONS

April 26: CFX Meet & Greet with featured guest Osceola and Orange County
May 10: Bronson's Landing HOA Meeting
May 15: Matchmaker Puerto Rico Trade Mission
May 29: Capri Cove HOA Meeting
June 5: City of Orlando Hispanic Campaign
June 8: Poinciana Rotary
June 21: International Facility Management Association, Greater Orlando Chapter,
June 28: Lake Kehoe HOA Meeting

MEETINGS

April 16: Enterprise Holdings
April 19: Osceola State of the County
April 19: Seminole County Legislative Update
April 22-23: International Bridge Tunnel and Turnpike Association Meeting
April 25: I-4 Ultimate Public Information Meeting
April 26: SR 408 Eastern Extension Public Meeting
April 27: Transportation Systems Management & Operations Committee(TSMO)
April 30: Site visit -- The RAY
May 2: Anthony Bedell, Deputy Assistant Secretary for Intergovernmental Affairs and James Ray, Special Advisor to Secretary Chao for Infrastructure
May 3: Municipal Advisory Committee (MetroPlan)
May 3: TEAMFL
May 4: TEAMFL
May 4: LiDAR Riegler 3D laser scanning training for FHP
May 15: Florida Communities Trust Representatives
May 22: Central Florida Automated Vehicles (AV) Meeting
May 25: Transportation Systems Management & Operations Committee (TSMO)
May 31: TSM&O Consortium Meeting
June 13: Wekiva Science River Advisory Mgt. Committee
June 13: Section 6 LEO/EMS Briefing and Tour
June 22: Transportation Systems Management & Operations Committee(TSMO)
June 26: Central Florida Autonomous Vehicle Partnership
June 27: Community Advisory Committee (MetroPlan)

EVENTS

April 20: Earth Day Work Day
April 28: Spring Fling at East Lake County Library
May 17: Osceola County Junior Achievement Inspire
May 26: BBQ Blowout in Oviedo

PERFORMANCE DASHBOARD

MARCH 2018

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center: East	8,232	8,058	2:24	<5m
Service Center: West	2,756	2,854	2:12	<5m

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

Call Center	84,913	85,386	0:51	<1m
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CALL CENTER: % MINUTE INTERVALS <1 1-2 2-3 3-4 4-5 5+



AVERAGE SPEED: PEAK DIRECTION

		mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	51	49
SR 417	Int'l Dr. to Seminole Co. Line	55-70	67	56
SR 528	Sand Lake Rd. to SR 520	70	54	57
SR 429	Seidel Rd. to SR 414	70	65	66
SR 451	SR 429 to US 441	65	61	65
SR 414	US 441 to US 441	65	64	64

LEGEND: <10 11-20 >= 21

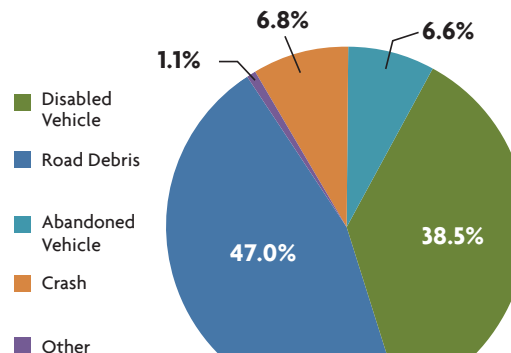
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange (Phase II)	\$63.7	\$20.3	26%	32%	
SR 429 Systems Interchange	\$82.3	\$82.0	100%	99%	
SR 408 Widening from SR 417 to Alafaya Trail	\$76.3	\$16.2	21%	25%	
SR 453, Lake County Line to SR 46	\$51.4	\$51.1	99%	100%	
SR 528/Innovation Way Interchange	\$62.4	\$60.6	97%	98%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$38.0	98%	100%	

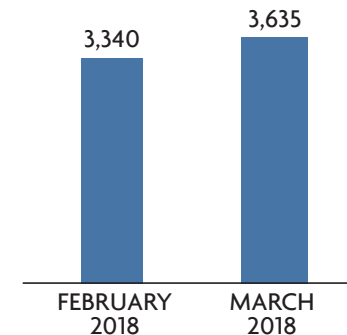
LEGEND: Spent vs. Time <10 11-20 >= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2016 FATALITIES

1.18	Nationwide: All Roads
0.31	FDOT: Urban Toll Roads (2012-2014)
0.22	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2012-2016 – 4 Year Average

WRONG WAY DRIVING (WWD)

Period Covered	Vehicles Detected	Documented Turn Arounds
Mar. 2018	11	9

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$332.3	\$327.5	1.5%
OM&A Expenses	\$51.8	\$58.4	11%
Net Revenue	\$154.6	\$141.7	9%

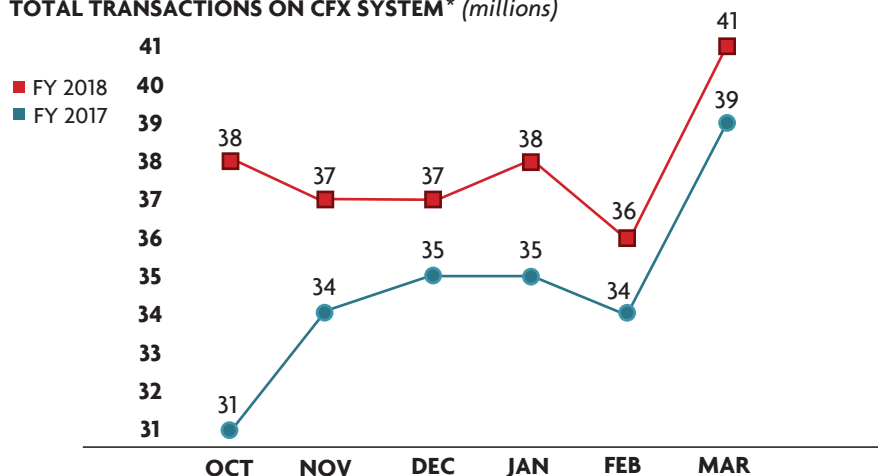
LEGEND: >= 0 -0.1 to -10 </-10

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.28	2.23
Subordinate Lien	2.17	2.12

LEGEND: >1.45 1.21 to 1.44 </= 1.2

TOTAL TRANSACTIONS ON CFX SYSTEM* (millions)



PERFORMANCE DASHBOARD

APRIL 2018

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center: East	6,781	8,107	3:14	<5m
Service Center: West	2,703	2,821	3:10	<5m

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

Call Center	75,010	83,467	0:57	<1m
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CALL CENTER: % MINUTE INTERVALS <1 1-2 2-3 3-4 4-5 5+



AVERAGE SPEED: PEAK DIRECTION

		mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	50	49
SR 417	Int'l Dr. to Seminole Co. Line	55-70	67	60
SR 528	Sand Lake Rd. to SR 520	70	55	58
SR 429	Seidel Rd. to SR 414	70	62	66
SR 451	SR 429 to US 441	65	62	65
SR 414	US 441 to US 441	65	64	64

LEGEND: <10 11-20 >= 21

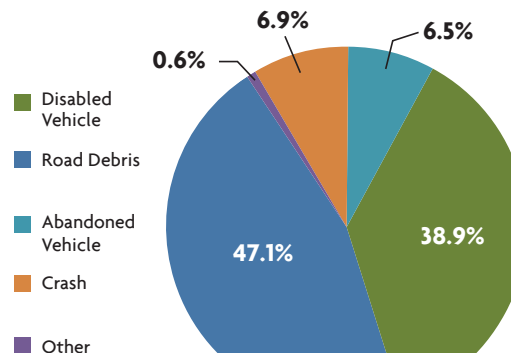
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange (Phase II)	\$63.7	\$24.3	38%	30%	
SR 429 Systems Interchange	\$82.3	\$82.0	100%	99%	
SR 408 Widening from SR 417 to Alafaya Trail	\$76.3	\$20.8	27%	29%	
SR 453, Lake County Line to SR 46	\$51.4	\$51.1	99%	100%	
SR 528/Innovation Way Interchange	\$62.6	\$61.6	98%	103%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$39.0	\$39.0	100%	100%	

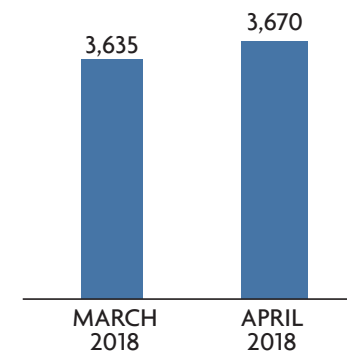
LEGEND: Spent vs. Time <10 11-20 >= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2016 FATALITIES

1.18	Nationwide: All Roads
0.31	FDOT: Urban Toll Roads (2012-2014)
0.22	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2012-2016 – 4 Year Average

WRONG WAY DRIVING (WWD)

Period Covered	Vehicles Detected	Documented Turn Arounds
Apr. 2018	15	12

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$372.9	\$365.8	2%
OM&A Expenses	\$58.0	\$66.5	13%
Net Revenue	\$175.1	\$157.8	11%

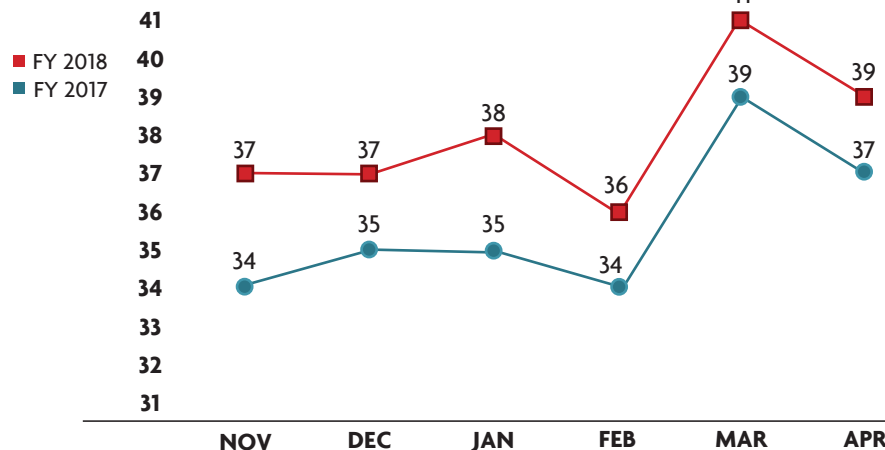
LEGEND: >= 0 -0.1 to -10 <= -10

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.30	2.23
Subordinate Lien	2.19	2.12

LEGEND: >1.45 1.21 to 1.44 <= 1.2

TOTAL TRANSACTIONS ON CFX SYSTEM* (millions)



F.
Regular Agenda
Items

F. 1.

A

Lisa Lumbard

From: Jay Madara
Sent: Thursday, June 07, 2018 5:57 PM
To: Ruth Valentin
Cc: Lisa Lumbard; Laura Kelley; Mimi Lamaute
Subject: Re: Reappointment- Mr. Bates and Mr. Meyers

Yes, I'd like to nominate them both for re-appointment. Sorry for the delayed response. Thank you.

From: Ruth Valentin
Sent: Wednesday, May 23, 2018 12:09 PM
To: Jay Madara; Jay Madara
Cc: Lisa Lumbard; Laura Kelley; Mimi Lamaute
Subject: Reappointment- Mr. Bates and Mr. Meyers

Good Afternoon Mr. Madara,

Jason Bates has been serving on the Finance Committee since 04/14/2016 and Mark Meyers has been serving on the Operations Committee since 04/14/2016. Please confirm by email that you wish to reappoint each of them for another two years.

Thank you so much.

Ruth Valentin
Administrative Coordinator
Central Florida Expressway Authority
4974 ORL Tower Road • Orlando, FL 32807
407.690.5350 (p) • 407-690-5011 (f)
CFXway.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.



B

Lisa Lumbard

From: Jay Madara
Sent: Thursday, June 07, 2018 5:57 PM
To: Ruth Valentin
Cc: Lisa Lumbard; Laura Kelley; Mimi Lamaute
Subject: Re: Reappointment- Mr. Bates and Mr. Meyers

Yes, I'd like to nominate them both for re-appointment. Sorry for the delayed response. Thank you.

From: Ruth Valentin
Sent: Wednesday, May 23, 2018 12:09 PM
To: Jay Madara; Jay Madara
Cc: Lisa Lumbard; Laura Kelley; Mimi Lamaute
Subject: Reappointment- Mr. Bates and Mr. Meyers

Good Afternoon Mr. Madara,

Jason Bates has been serving on the Finance Committee since 04/14/2016 and Mark Meyers has been serving on the Operations Committee since 04/14/2016. Please confirm by email that you wish to reappoint each of them for another two years.

Thank you so much.

Ruth Valentin
Administrative Coordinator
Central Florida Expressway Authority
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CFXway.com

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C

Mala Iley

From: Jay Madara
Sent: Friday, April 13, 2018 11:50 AM
To: Mala Iley
Subject: Re: Reappointment - Mr. Murvin

Confirmed. Thank you.

From: Mala Iley
Sent: Friday, April 13, 2018 11:32:19 AM
To: Jay Madara
Cc: Jmadara@golfchannel.com
Subject: Reappointment - Mr. Murvin

Good morning Mr. Madara:

Mr. Murvin has been serving the ROW Committee since 04/14/2016. Please confirm by e-mail that you wish to reappoint him for another two year term.

Thank you,
Mala

Mala Iley
Paralegal

Central Florida Expressway Authority
4974 ORL Tower Road • Orlando, FL 32807
407.690.5380 (p) • (f) 407.690.5384
CFXway.com

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communications, including your email address may be disclosed
to the public and media at any time.



F. 2.



FDOT FUNDED AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS TO SR 417

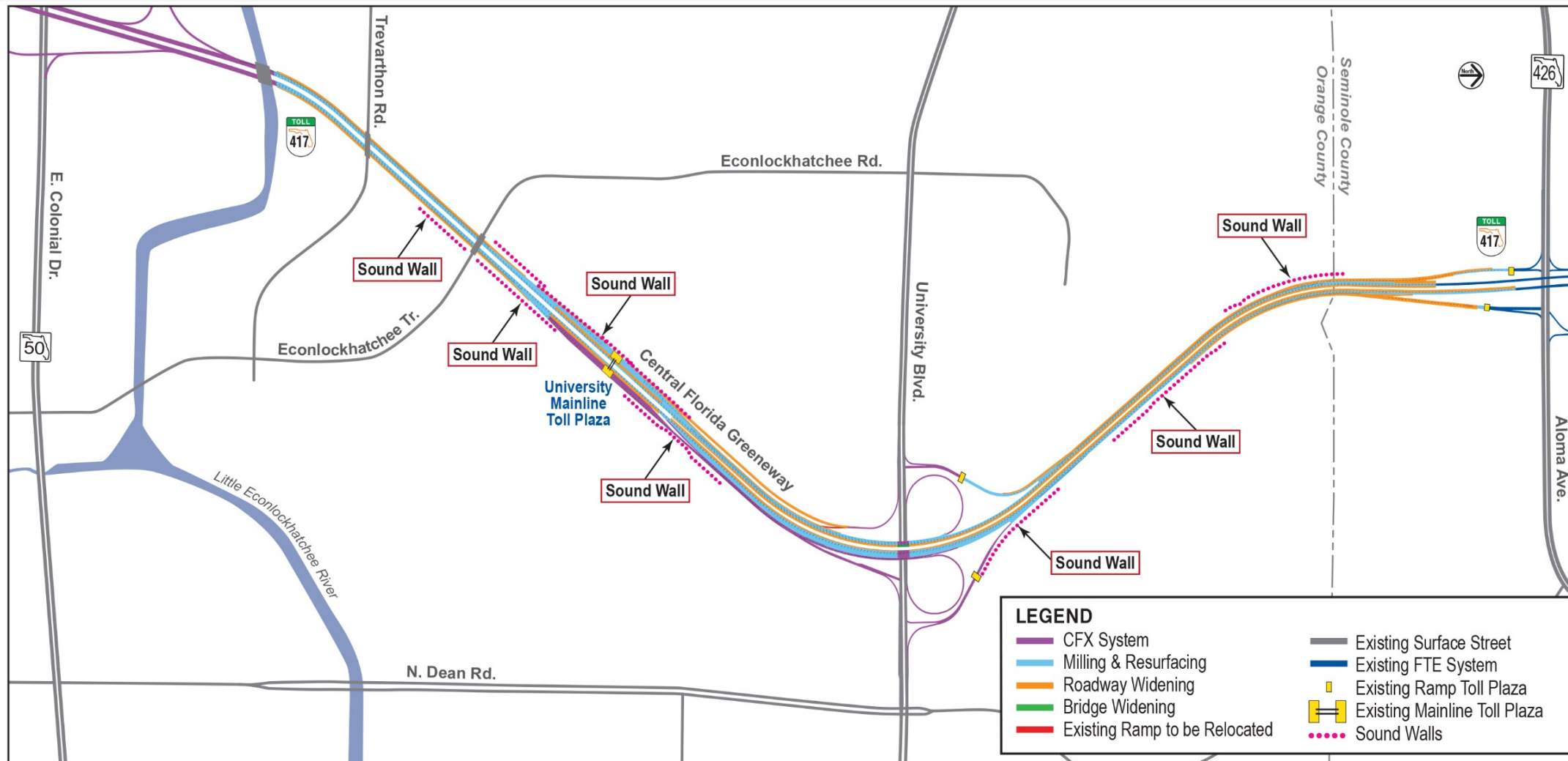
Glenn Pressimone, Director of Engineering

— June 29, 2018 —

SR 417 Widening Project

- Widening of SR 417 from 4 to 6 general use lanes
 - Econlockhatchee Trail to Aloma Avenue
- Provides 6 Open Road Tolling (ORT) lanes at the University Mainline Plaza
- Addition of NB and SB auxiliary lanes
 - Between SR 50 and the University Mainline Plaza
 - between University Boulevard and Aloma Avenue
- Widening of SR 417 SB bridge over University Boulevard
- Noise walls along the corridor

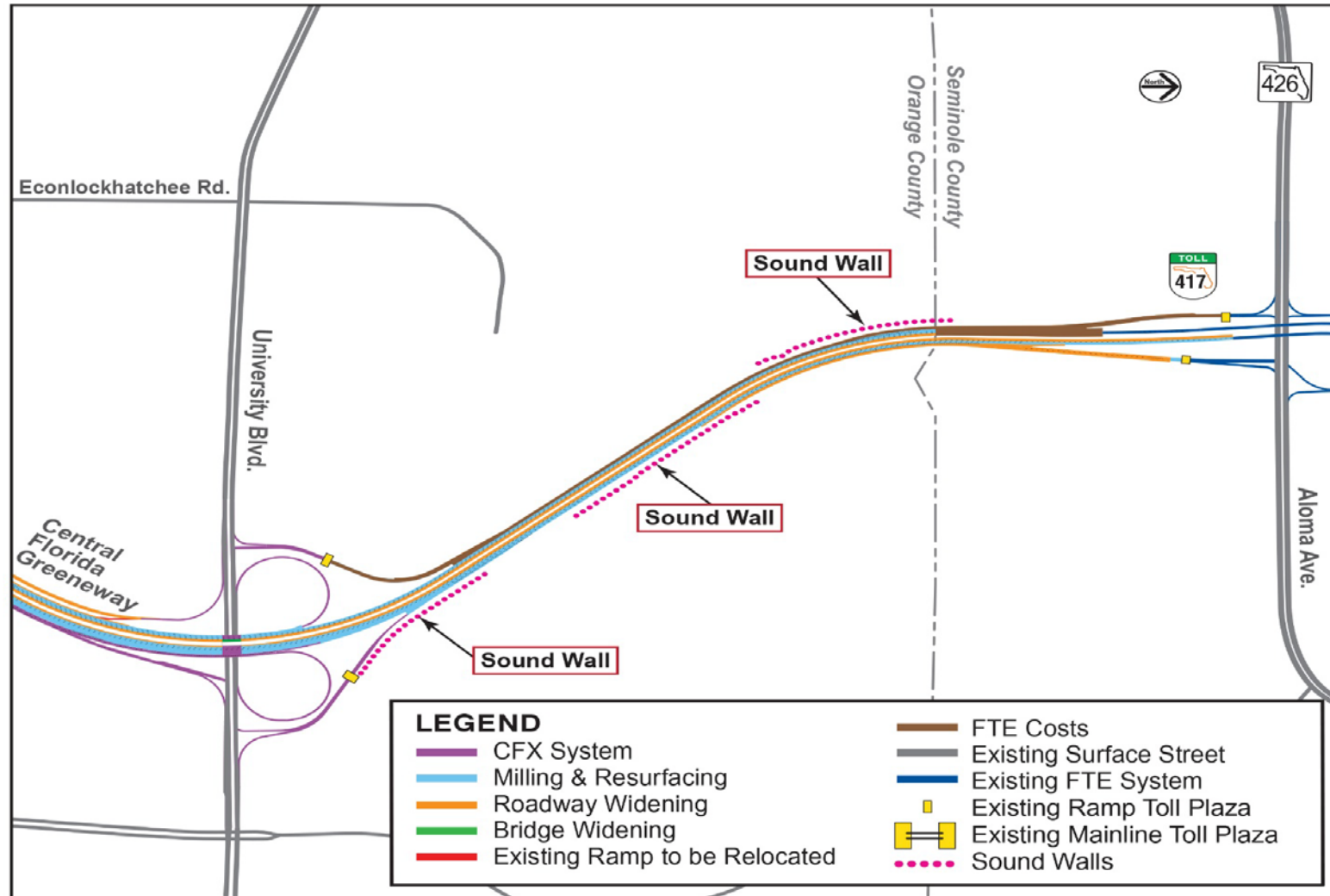
SR 417 Widening Project



Florida Department of Transportation Funded Agreement

- Agreement between FDOT (Florida's Turnpike Enterprise / FTE) and CFX
- FDOT to fund a portion of the SR 417 widening improvements
 - SR 417 widening between the County Line and Aloma Avenue
 - SB Auxiliary lane between University Boulevard and Aloma Avenue
- Outlines construction, ownership and maintenance responsibilities
- CFX to invoice monthly
- FDOT reimbursement to CFX not to exceed \$7.26 million

Florida Department of Transportation Funded Agreement





Recommended Motion

Approval of Florida Department of Transportation Funded Agreement Between Florida's Turnpike Enterprise and CFX for Construction and Maintenance of Improvements to SR 417 from Aloma Avenue to University Boulevard.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: June 12, 2018

SUBJECT: Approval of Department Funded Agreement Between Florida's Turnpike Enterprise and the Central Florida Expressway Authority for Construction and Maintenance of Improvements to the Central Florida GreeneWay (SR 417) from Aloma Avenue to University Boulevard

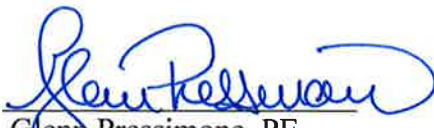
Board approval is requested for the Executive Director to execute the Department Funded Agreement Between Florida's Turnpike Enterprise and the Central Florida Expressway Authority for Construction and Maintenance of Improvements to the Central Florida GreeneWay (SR 417) from Aloma Avenue to University Boulevard.

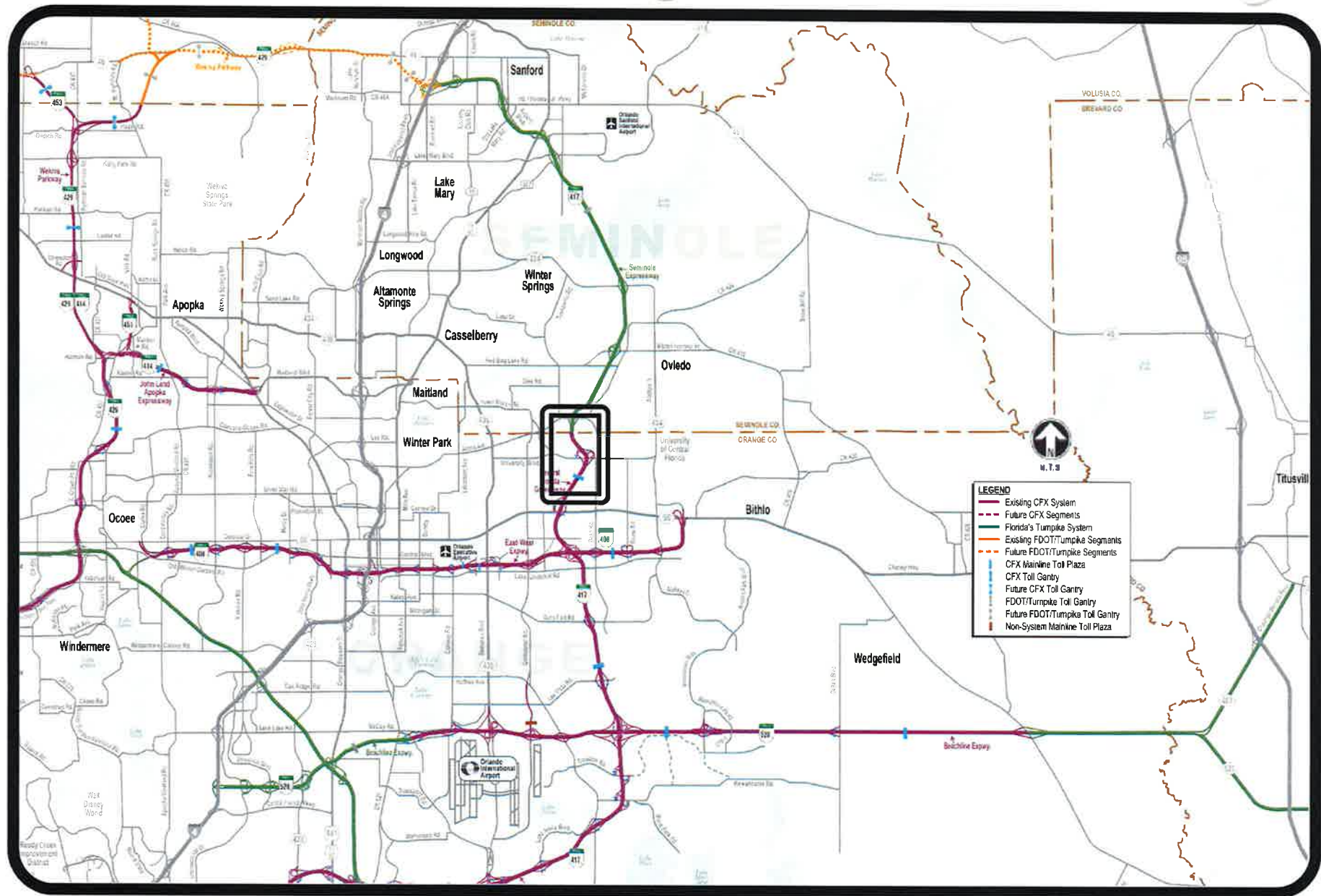
Florida's Turnpike Enterprise (FTE) has requested that CFX construct certain improvements to SR 417 within the jurisdictional limits of FTE between the Seminole County Line and Aloma Avenue as part of CFX's upcoming widening project on SR 417 from Econlockhatchee Trail to the Seminole County Line (Project 417-134).

This agreement outlines the terms for construction and maintenance of the SR 417 improvements requested by FTE. Further, the agreement outlines funding provisions for FTE to reimburse CFX for all construction costs and construction oversight related to the SR 417 improvements requested by FTE.

The total reimbursement from FTE to CFX as outlined in the agreement is estimated to be \$6,896,903.02.

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)

**DEPARTMENT FUNDED AGREEMENT
BETWEEN
FLORIDA'S TURNPIKE ENTERPRISE AND
THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS TO
THE CENTRAL FLORIDA GREENEWAY (S.R. 417)
FROM ALOMA AVE. TO UNIVERSITY BLVD.**

This Agreement is made and entered into by and between **THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE**, an executive agency of the State of Florida having a business address located at Florida's Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (hereinafter referred to as "FTE" and sometimes referred to as "Department"), its successors and assigns, and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an agency of the State of Florida, with a business address of 4974 ORL Tower Road, Orlando, Florida 32807 (hereinafter referred to as the "CFX").

WITNESSETH:

WHEREAS, FTE is authorized by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System;

WHEREAS, FTE is authorized under Section 338.2216(2), Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage the Turnpike System; and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes;

WHEREAS, CFX is authorized under Section 348.754(1)(a), Florida Statutes, to own, operate, to acquire, hold, construct, improve, maintain, operate, own, and lease in the capacity of lessor the Central Florida Expressway System within the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola Counties, which includes a system of limited-access toll roads;

WHEREAS, FTE owns and operates the Turnpike System, a system of limited access toll roads;

WHEREAS, S.R. 417 is a limited access toll road forming the eastern beltway around the city of Orlando, portions of which are owned, operated, and maintained by CFX as part of the Central Florida Expressway System and portions of which are owned, operated and maintained by FTE as part of the Turnpike System;

WHEREAS, the northern jurisdictional limit between the Central Florida Expressway System and the Turnpike System on S.R. 417 is the Orange/Seminole County Line;

WHEREAS, on April 25, 2017, CFX and FTE entered into a FTE Department Funded Agreement for CFX to provide design services through CFX's contractor Dewberry Engineers, Inc. which was related to the CFX Project No. 417-134, and that included the final design and preparation of construction drawings/specifications to provide six (6) general use lanes on S.R. 417 between

Econlockhatchee Trail and the Orange/Seminole County line. Specifically, the project will include outside widening of S.R. 417 between Econlockhatchee Trail and the University Mainline Plaza, outside/median widening of S.R. 417 from the University Mainline Plaza to the Orange/Seminole County line, conversion of the S.R. 417 northbound and southbound inside cash lanes to open road tolling lanes and widening of the southbound S.R. 417 Bridge over University Boulevard. The project will also include the addition of one (1) northbound auxiliary lane and one (1) southbound auxiliary lane between the S.R. 50 / Colonial Drive ramps and the University Mainline Plaza and the addition of one (1) northbound auxiliary lane between the University Boulevard ramp and the S.R. 417 Aloma Avenue ramps (“hereinafter referred to as the “CFX Project”);

WHEREAS, under FPID 429335-3-58/68-01, FTE has programmed funds for oversight and construction costs related to capacity improvements on S.R. 417 within the Turnpike System between the Orange/Seminole County Line and Aloma Avenue, including without limitation, widening of the S.R. 417 mainline in the northbound and southbound directions to provide a total of eight (8) toll lanes (hereinafter referred to as the “FTE Improvements”) as reflected in the signed and sealed bid plans with construction specifications prepared by Dewberry, on file with FTE and CFX, and attached and incorporated herein by reference as Exhibit “A”. (hereinafter, the “Plans”).

-WHEREAS, for the mutual benefit of CFX and FTE customers traveling on S.R. 417, to simplify the prosecution of work between the CFX Project and FTE Improvements, and as FTE has reviewed and accepted the design plans from the above-referenced FTE Department Funded Agreement), CFX agrees to include construction of the FTE Improvements in its bidding documents for the CFX Project. The contractor that is awarded the bid by CFX (the “CFX Contractor”) will provide construction services that include the FTE Improvements designated in the Plans (such work on those FTE Improvements hereinafter referred to as the “FTE Project”). The FTE Project and CFX Project hereinafter collectively referred to as the “Projects”), with the scope of work for the FTE Project set forth hereinbelow;

WHEREAS, FTE has agreed to provide to pay for actual cost incurred by CFX for all oversight and construction related costs associated with the FTE Project after July 1, 2018;

WHEREAS, a portion of the FTE Project will be constructed in CFX's right of way, including, but not limited to, one (1) southbound auxiliary lane between the Aloma Avenue ramp and the University Boulevard ramp;

WHEREAS, CFX and FTE desire to formalize the terms and conditions for FTE’s payment of the oversight and related construction costs to CFX for the FTE Project;

WHEREAS, the parties acknowledge and agree that construction of the FTE Project will occur in the right of way of both CFX and FTE, after which the FTE Project improvements shall be owned by the parties respectively as provided in Paragraphs 5.d. and 6.c. hereinbelow. Each party’s rights under this Agreement to construct, operate and maintain the FTE Project improvements within the CFX and FTE right of way shall not interfere with that party’s rights to improve, operate and maintain either party’s right of way;

WHEREAS, FTE and CFX agree that all assigned maintenance obligations including maintenance occurring during the term of construction and after completion of construction (sometimes referred to as “post-construction maintenance”) set forth in this Agreement shall

survive the expiration or earlier termination of this Agreement and shall be in accordance with the laws of the State of Florida; and

NOW THEREFORE, in consideration of the mutual benefits, conditions, promises, and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.
2. **FTE Project Scope of Work.** The FTE Project construction services to be provided by CFX are set forth in attached and incorporated by reference as Exhibit “B”. The total estimated cost (including Construction and CEI) of the FTE Project is \$7,256,708.45.
3. **Term.** This Agreement shall begin upon the Effective Date (as defined in Section 23 below). All work and construction shall be completed within three (3) years of the Effective Date, unless an extension of the construction term is requested by CFX prior to the expiration of the construction deadline and FTE grants the requested extension. Notwithstanding each party’s obligations that specifically survive expiration of the Agreement, the Agreement will expire upon final acceptance of the FTE Project by FTE.
4. **Construction and Maintenance Permits.** The parties are authorized, subject to the conditions set forth herein, to enter the other’s right of way to perform all activities necessary for the construction of, and post-construction maintenance of, the FTE Project improvements in Exhibits “A” and “B,” and set forth in additional detail below.
5. **CFX’s Construction, Ownership, and Maintenance Responsibilities.**
 - a. CFX shall designate a project manager for the FTE Project to manage and coordinate any and all matters between FTE’s designated project manager for its FTE Project.
 - b. All FTE Project improvements located within FTE right of way shall be designed and constructed in accordance with the applicable current edition of the Florida Department of Transportation (“FDOT”) Standard Specifications for Road and Bridge Construction, FDOT Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”), and FTE Turnpike Plans Preparation and Practices Handbook (“TPPPH”). The following guidelines shall apply as deemed appropriate by FTE: the FDOT Structures Design Manual, AASHTO LRFD Bridge Design Specifications, the FDOT Plans Preparation Manual (“PPM”), Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”), the FDOT Traffic Engineering Manual, the National Electric Safety Code (N.E.S.C), and latest editions of the National Electrical Code (N.E.C.) (collectively, the “Standards and Specifications”). Excluding FTE’s DMS signs, all pavement markings, signing, sign structures, sign lighting, and ITS structures (CCTV camera poles, DMS structures) constructed in CFX right of way shall be

designed and constructed in accordance with CFX Standards and Specifications in effect at the time. CFX shall submit the construction plans, shop drawings, RFI's, lane closure requests, calculations and as built plans to FTE for review, comment, and approval within a reasonable time prior to any work being commenced, or final project acceptance by FTE Plans as approved by FTE. FTE and CFX shall cooperate in good-faith to coordinate construction of the Projects. Should any changes to CFX's plans be required during construction of the FTE Project, CFX shall be required to notify FTE of the changes, submit a plans revision for review and approval by FTE prior to the changes being constructed. CFX will submit to FTE a schedule of shop drawing submittals related to FTE's Improvements. FTE will notify CFX of any shop drawings it plans to review. CFX will coordinate with FTE for input during review of those shop drawing(s). CFX shall submit as-built plans to FTE for review and approval prior to final project acceptance by FTE. FTE's review and approval hereunder shall not to be unreasonably delayed, conditioned or withheld.

- c. CFX shall maintain the area of the FTE Project as depicted on **Exhibit "C"** attached hereto and incorporated by reference, including improvements, at all times during the construction. The FTE and CFX shall coordinate any work needs in the right of way of the other party during construction of the Projects. Except during emergencies, each party shall provide a minimum of 48 (forty eight) hours advance notice to and coordinate with the other party's maintenance staff prior to commencement of any maintenance or repair activities during construction or during post-construction maintenance in the future.
- d. Unless otherwise designated in this Agreement, CFX shall own all elements of the FTE Project located within Orange County, excluding elements of the FTE Project located within CFX right of way that are designated for future FTE owned static and electronic sign panels.
- e. CFX acknowledges and agrees that after the FTE improvements are constructed in CFX right of way, FTE will be required to construct additional improvements in the CFX right of way, which include, but are not limited to, signage, ITS (DMS, CCTV, fiber and electrical infrastructure), lighting, overhead sign structures, and establishment of power sources. The parties agree to coordinate in accordance with a separate agreement between the parties, the design, construction, and post-construction maintenance of such future FTE improvements when necessary. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.
- f. CFX post-construction maintenance responsibilities shall include, as depicted on composite **Exhibit "D"** attached hereto and incorporated by reference:

- i. CFX shall own and maintain all improvements located within CFX right of way, except those assigned to FTE, as identified herein.
 - ii. CFX shall own and maintain all sign panels installed within FTE right of way constructed to CFX standards and specifications.
 - iii. CFX shall own and maintain the RCP installed between Pond 9 and the manhole located within CFX right of way.
 - iv. CFX shall own and maintain the noise wall located within FTE right of way adjacent to Water Mill West.
 - v. CFX shall own and maintain all portions of the CFX roadway lighting system that extend into FTE right of way.
 - vi. CFX shall own and maintain all portions of the CFX ITS system that extends into FTE right of way.
 - vii. CFX shall own and maintain the continuous run of guardrail along the southbound roadway beginning in FTE right of way and extending into CFX right of way. Additionally, CFX shall own and maintain the median guardrail beginning in the CFX right of way and extending to a point within the FTE right of way where the northbound and southbound median guardrail merge into and become a single run of Double Faced Guardrail with Single Sided Rub Rail. Damage to both CFX and FTE portions of the median guardrail at this maintenance boundary that occurs from the northbound roadway shall be the maintenance responsibility of CFX.
- g. CFX shall notify FTE a minimum of 48 (forty eight) hours before beginning construction within the FTE right of way. CFX shall notify the FTE construction project manager should construction be suspended for more than 5 (five) working days.
- h. In the event of an actual or reported emergency, danger, or threat involving the FTE Improvements that is reasonably believed by FTE to have caused (or to present the imminent potential to cause) injury to individuals, damage to property, or threat to the environment or to public safety, FTE may enter CFX's right of way to take, at such times as FTE determines necessary in its reasonable discretion and with such notice to CFX as is practicable under the circumstances, such actions as FTE determines necessary to respond to or to rectify such emergency, danger, or threat. This provision is also applicable to CFX in regards to any CFX improvements located within FTE's right of way. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.
- i. As it relates to construction and post-construction maintenance in FTE right of way, CFX shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the limits of the FTE Project and subsequent maintenance obligations in accordance with the applicable current edition of the FDOT Standard Specifications. The MOT plan shall be in accordance with the current version of the FDOT Design Standards, Index 600 series. Any MOT plan developed by CFX

that deviates from the FDOT Design Standards must be signed and sealed by a professional engineer registered in the State of Florida. MOT plans will require approval by FTE prior to implementation. CFX shall regularly inspect the MOT established within the construction or maintenance area to ensure conformity with the approved MOT plan. If lane closures are required during construction or maintenance, they must comply with the provisions as outlined in the Florida's Turnpike Enterprise "Lane Closures Policy and Procedures". This policy is available at the end of Chapter 10, Volume 1 of the TPPPH, which can be electronically found at <http://design.floridasturnpike.com> within the Design Manuals section, or by contacting the Traffic Operations Center in Ocoee, Florida at (407) 264-3363. In the case of extreme traffic or weather conditions, FTE may be required to remove lane closure operation from the roadway and/or right of way. Compliance with the FTE's U-turn policy must also be adhered. This policy is available online at: <http://www.floridasturnpike.com/documents/policy-008U-Turn.pdf>.

- j. CFX will be responsible for ensuring that all permits required by the State of Florida, local governmental entities or agencies or other agencies are obtained and kept in compliance during construction; that all existing utilities and FTE facilities have been located, that all utility locations are appropriately documented on the construction plans; and that all underground and overhead conflicts have been resolved directly with the applicable utility entity/agency/owner. CFX shall require its contractors to comply with the Sunshine 811 procedures (Sunshine State One Call), as per Chapter 556, F.S., prior to any excavation work within the FTE Project areas. FTE owned facilities are not located through Sunshine State One Call of Florida, Inc 811. FTE shall not compensate or reimburse CFX or its contractor for any cost created by a change in scope of the impact to a utility from that depicted in the CFX Project plans, the FTE Project Plans, or the bid set plans in Exhibit "A", or be liable for any time delays caused by a change in scope of the impact to a utility from that depicted in the CFX Project plans, the FTE Project Plans, or the bid set plans in Exhibit "A".
- k. It is hereby agreed by the parties that this Agreement creates a permissive use only and all FTE Project improvements resulting from this Agreement shall become the property of FTE and CFX as set forth in this Agreement. Neither the granting of permission by each party to use each other's right of way, nor the placing of facilities or improvements upon the property of the other shall operate to create or vest any property right to or in the parties. Each party shall not acquire any right, title, interest or estate in the other party's right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, each party's use, occupancy, maintenance, or possession of the other party's right of way. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

- l. CFX shall perform, or cause to be performed, any required testing associated with the design and construction of the FTE Project. Testing results shall be made available to FTE upon reasonable request by FTE. FTE shall have the reasonable right to perform its own independent testing during the course of the FTE Project, at its sole expense and as coordinated with CFX.
- m. CFX shall exercise the rights granted herein and shall otherwise perform this Agreement with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, and safety laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the FDOT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, and local governmental entities.
- n. If FTE reasonably determines a condition exists that is a result of the FTE Project within its right of way which threatens the public's safety, the party alleging such may, at its reasonable discretion, cause construction operations to cease and immediately have any potential hazards removed from the right of way at the sole cost, expense, and effort of CFX.
- o. CFX shall be responsible to maintain and restore all features, if any, that might require relocation within FTE's right of way.
- p. CFX will be responsible for clean up or restoration required to correct any environmental or health concerns that may result from construction operations of the FTE Project.
- q. CFX shall not cause any liens or encumbrances to attach to any portion of FTE's right of way.
- r. Upon completion of construction, CFX will be required to submit to FTE final as-built plans and an engineering certification that construction was completed in accordance with those plans. Prior to the termination of the construction portion of this Agreement, CFX shall remove its presence, including, but not limited to, CFX property, machinery, and equipment from FTE's right of way and, other than improvements constructed in accordance with the FTE Project, CFX shall restore those portions of FTE's right of way disturbed or otherwise altered by the FTE Project to substantially the same condition that existed immediately prior to the commencement of the FTE Project. All information pertinent to the installation and/or modification of FTE's roadway structures will be provided to FTE for incorporation into its structures records files. This information includes, but is not limited to as-built plans, shop drawings, pile driving records, bridge load rating documents, etc.

- s. If FTE reasonably determines that the FTE Project is not completed in accordance with the provisions of this Agreement, FTE shall deliver written notification of such to CFX. CFX shall have thirty (30) days from the date of receipt of the written notice, or such other time as CFX and the FTE mutually agree to in writing, to complete the FTE Project and provide FTE with written notice of the same (the "Notice of Completion"). If CFX fails to timely deliver the Notice of Completion, or if it is reasonably determined that the FTE Project is not properly completed after receipt of the Notice of Completion, FTE, within its reasonable discretion may: 1) provide CFX with written authorization granting such additional time as it deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) in accordance with the final plans, at CFX's sole cost and expense, without liability to FTE for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If FTE elects to correct the deficiency(ies), it shall provide CFX with an invoice that complies with 287.058, Florida Statutes, for the reasonable actual costs incurred by FTE and CFX shall pay the invoice within sixty (60) days of the date of the invoice.
- t. CFX shall require the CFX Contractor to perform all construction activities and warranty work covering the FTE Project as provided for in the Plans under CFX and FDOT Standards and Specifications and related bid construction contract documents.

6. FTE's Construction, Ownership and Maintenance Responsibilities.

- a. FTE shall designate a project manager for the FTE Project to coordinate with CFX's designated project manager for its Project.
- b. FTE shall own all FTE improvements located within Seminole County, as well as the FTE improvements located in Orange County within the CFX right of way that are designated for future FTE sign panels.
- c. FTE ownership and post construction maintenance responsibilities shall include, as depicted on **Exhibit "E"** attached hereto and incorporated by reference, the following:
 - i. FTE shall own and maintain all improvements located within FTE right of way, except those assigned to CFX, as identified herein.
 - ii. FTE shall own and maintain all sign panels installed within CFX right of way constructed to FTE standards and specifications.
 - iii. FTE shall own and maintain all portions of the FTE roadway lighting system that extends into CFX right of way.
 - iv. FTE shall own and maintain all portions of the FTE ITS system that extends into CFX right of way.
 - v. FTE shall own and maintain the continuous run of northbound guardrail beginning in CFX right of way and extending into FTE right of way. FTE shall own and

maintain the median guardrail beginning at the point within the FTE right of way where the northbound and southbound median guardrail merge into and become a single run of Double Faced Guardrail with Single Sided Rub Rail. Damage to both CFX and FTE portions of the median guardrail at this maintenance boundary that occurs from the southbound roadway shall be the maintenance responsibility of FTE.

7. Standard Financial Provisions.

- a. FTE agrees to compensate and make payment to CFX for services described in the FTE portion of the improvements in Exhibit “A”. The Method of Compensation or Schedule of Financial Assistance is included in Exhibit “B”.
- b. CFX shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The FTE Project, identified as Project Number 429335-3-58/68-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”. (Section 287.058(1)(d) and (e), F.S.)
- c. Monthly invoices shall be submitted by CFX in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”, the executed construction agreements, respectively. Deliverables must be received and accepted in writing by FTE’s project manager prior to payments. Each monthly invoice must include a separate amount for CEI services allocated to FTE Project costs for such period in the amount of nine percent (9%) of the corresponding construction costs of such invoice. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F – Contract Payment Requirements. (Reference Guide for State Expenditures Cost Reimbursement Requirements.)
- d. There shall be no reimbursement for travel expenses under this Agreement.
- e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. or the Florida Department of Transportation’s Comptroller under Section 334.044 (29), Florida Statutes. If FTE determines that the performance of the CFX Contractor is unsatisfactory, FTE shall notify CFX of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FTE. CFX shall, within five days after notice from FTE, provide FTE with a corrective action plan describing how the CFX Contractor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the

corrective action plan is unacceptable to FTE, CFX shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until CFX resolves the deficiency. If the deficiency is subsequently resolved, CFX may bill FTE for the retained amount during the next billing period. If CFX is unable to cause the CFX Contractor to resolve the deficiency, the funds retained will be forfeited at the end of the construction phase of this Agreement.

- f. CFX should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. (Any deviations should be referenced in the agreement or an addendum in accordance with Section 2.1.) The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).
- g. If a payment to CFX from FTE is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to CFX. Interest penalties of less than one (1) dollar will not be enforced unless CFX requests payment. Invoices that have to be returned to CFX because of CFX preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. (Section 215.422(3)(b), F.S.).
- h. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for CFX who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. (Section 215.422(5) and (7), F.S.).
- i. CFX shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include CFX's general accounting records and the FTE Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the FTE Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs. (Section 287.058(4), F.S.).
- j. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"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 such 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 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 1 year."

k. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.).

l. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

8. CFX and its contractor shall:

- a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CFX during the term of this Agreement; and
- b. Expressly require any contractors and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

(Executive Order Number 11-116).

9. **Insurance.** CFX shall require that the CFX Contractor, and shall require all subcontractors working in connection with the FTE Project, will possess insurance coverage as stated in the Florida Department of Transportation's Standard Specifications Section 7.13, naming FTE as additional insured and insuring FTE against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the CFX Contractors and/or subcontractors, as the case may be, accessing the FTE's and CFX's right of way and such party's performance within the FTE's and CFX's right of way. Additionally, any such CFX Contractors and subcontractors shall supply FTE with a public construction bond in accordance with Section 255.05, Florida Statutes, in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, naming CFX and FTE as dual obligees. The bond and insurance shall remain in effect until completion of construction and final acceptance by FTE. Prior to commencement of the Projects, and on such other occasions as FTE may reasonably require, CFX shall provide

FTE with certificates documenting that the required insurance coverage with its CFX Contractor and subcontractors is in place and effective.

10. **Indemnification.** CFX shall cause the CFX Contractor to indemnify and hold harmless FTE and CFX, and their officers and employees, from liability, 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 the CFX Contractor and other persons employed or utilized by the CFX Contractor in the performance of this Agreement. 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. Nothing provided for herein 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. The parties shall notify each other in writing immediately upon becoming aware of such liabilities. The indemnities given by the CFX Contractor in connection with the FTE Project shall survive the expiration or earlier termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the FTE and such insurance coverage shall not be deemed a limitation of the indemnities to the FTE set forth in this Agreement. Furthermore, all of CFX's obligations under this Agreement 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, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.
11. **Notices; Service of Process.** All notices, requests, certificates, or other communications shall be sufficiently given and shall be deemed given when hand-delivered, mailed by registered or certified mail postage prepaid, return receipt required or overnight courier service with guaranteed next day delivery to the parties at the following addresses:

To FTE:

Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

To CFX:

Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

Either of the above parties may, by notice in writing given to the other, alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

12. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
13. **Entire Agreement.** This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.
14. **Jurisdiction and Venue.** This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie within Orange County, Florida.
15. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
16. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
17. **Public Records Law.** The parties shall allow public access to all public records made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.
18. **Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19. **Waiver.** The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
20. **Assignment.** This Agreement may not be assigned without the written consent of the parties.
21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.
22. **No Contingent Fees.** The parties warrant that they have not employed or obtained any company or person, other than their respective bona fide employees to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement.
23. **Effective Date.** This Agreement shall become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, FTE and CFX have caused these present to be executed this Agreement for the purposes herein expressed on the dates indicated below. This Agreement was approved by the CFX's Board of Directors at its meeting on _____, 2018.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____
Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise

DATE: _____

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Executive Director

Date: _____

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____
General Counsel

Exhibit List: Exhibit A – Bid Set Plans and Addendums
 Exhibit B – FTE Project – Pay Item Quantities & Cost
 Exhibit C – CFX's Maintenance Limits During Construction
 Exhibit D – CFX's Post-Construction Maintenance Limits
 Exhibit E – FTE's Post-Construction Maintenance Limits

Exhibit A – Bid Set Plans and Addendums

Exhibit B – FTE Project (Pay Item Quantities & Cost)

***EXHIBIT B - FTE BID CONSTRUCTION COSTS ***
CFX PROJECT NO. 417-134, FPID 429335-3-58/68-01
S.R. 417 WIDENING FROM E-4 CANAL TO SR 426(ALOMA AVE)

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
101-1	1	LS	MOBILIZATION (9% OF TOTAL COST)	\$ 499,731.24	\$499,731.24
102-1	1	LS	MAINTENANCE OF TRAFFIC (18% OF MOT COST)	\$ 670,680.00	\$670,680.00
102-99	0	ED	CHANGEABLE VARIABLE MESSAGE SIGN-TEMP	\$ 15.00	\$0.00
104-20	1	LS	EROSION AND SEDIMENT CONTROL (18% OF EROSION COST)	\$ 24,247.08	\$24,247.08
107-2	1.00	LS	MOWING (20% OF MOWING COST)	\$ 9,996.00	\$9,996.00
110-1-1	1.00	LS	CLEARING & GRUBBING (20% OF CLEARING AND GRUBBING COST)	\$ 170,000.00	\$170,000.00
110-3	0	LS	REMOVAL OF EXISTING BRIDGES	\$ 60,000.00	\$0.00
120-1	54,228	CY	EXCAVATION REGULAR	\$ 3.63	\$196,847.64
120-4	0	CY	SUBSOIL EXCAVATION	\$ 4.74	\$0.00
120-6	18,958	CY	EMBANKMENT	\$ 8.83	\$167,399.14
160-4	23,527	SY	STABILIZATION TYPE B	\$ 2.05	\$48,230.35
285-702	0	SY	TYPE B ASPHALT BASE (BASE GROUP 2)(4")	\$ 44.82	\$0.00
285-704	8,565	SY	LIMEROCK BASE (BASE GROUP 4) (6" LBR 100) W/PRIME	\$ 9.36	\$80,168.40
285-709	12,463	SY	LIMEROCK BASE (BASE GROUP 9) (10" LBR 100) W/PRIME	\$ 13.85	\$172,612.55
285-710	0	SY	LIMEROCK BASE (BASE GROUP 10) (11" LBR 100) W/PRIME	\$ 15.73	\$0.00
327-70-5	310	SY	MILLING EXISTING PAVEMENT (2" AVG DEPTH)	\$ 21.72	\$6,733.20
327-70-6	956	SY	MILLING EXISTING PAVEMENT (1 1/2" AVG DEPTH)	\$ 3.28	\$3,135.68
327-70-15	5,177	SY	MILLING EXISTING PAVEMENT (2 3/4" AVG DEPTH)	\$ 4.92	\$25,470.84
327-70-19	0	SY	MILLING EXISTING PAVEMENT (3/4" AVG DEPTH)	\$ 1.67	\$0.00
334-1-12	375.8	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	\$ 151.49	\$56,929.94
334-1-13	1,289.6	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	\$ 93.54	\$120,629.18
334-1-14	1,231.9	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC D	\$ 92.44	\$113,876.84
334-1-52	203.4	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (PG 76-22)	\$ 166.33	\$33,831.52
334-1-53	1,387.0	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (PG 76-22)	\$ 126.34	\$175,233.58
334-1-54	623.3	TN	SUPERPAVE ASPHALTIC CONC, TRAFFIC D (PG 76-22)	\$ 120.94	\$75,381.90
337-7-55	707.7	TN	ASPHALTIC CONCRETE FRICTION COURSE- INC BIT/ PG 76-22, FC-5	\$ 172.93	\$122,382.56
337-7-83	146.3	TN	ASPHALTIC CONCRETE FRICTION COURSE,TRAFFIC C- INC BIT/ PG 76-22, FC-12.5	\$ 111.53	\$16,316.84
339-1	72.9	TN	MISCELLANEOUS ASPHALTIC PAVEMENT	\$ 117.64	\$8,575.96
350-4-13	0.0	SY	REINFORCED CEMENT CONCRETE PAVEMENT (12")	\$ 95.00	\$0.00
400-1-2	13.0	CY	CONCRETE CLASS I, END WALLS	\$ 907.71	\$11,800.23
400-2-4	0.0	CY	CLASS II CONCRETE (SUPERSTRUCTURE)	\$ 1,462.44	\$0.00
400-2-10	0.0	CY	CLASS II CONCRETE (APPROACH SLABS)	\$ 321.29	\$0.00
400-4-5	0.0	CY	CLASS IV CONCRETE (SUBSTRUCTURE)	\$ 1,886.88	\$0.00
400-4-11	328.2	CY	CONCRETE CLASS IV, RETAINING WALLS	\$ 680.95	\$223,487.79
400-7	0	SY	BRIDGE DECK GROOVING (DECK THICKNESS < 8.5")	\$ 24.41	\$0.00
400-143	0	SF	CLEANING AND COATING CONCRETE SURFACE. CLASS 5	\$ 1.12	\$0.00
400-147	0.0	CF	COMPOSITE NEOPRENE PADS	\$ 2,152.48	\$0.00
415-1-3	42,469	LB	REINFORCING STEEL, RETAINING WALL	\$ 0.80	\$33,975.20
415-1-4	0	LB	REINFORCING STEEL (SUPERSTRUCTURE)	\$ 0.80	\$0.00
415-1-5	0	LB	REINFORCING STEEL (SUBSTRUCTURE)	\$ 1.01	\$0.00
415-1-9	0	LB	REINFORCING STEEL (APPROACH SLABS)	\$ 0.77	\$0.00
425-1-521	0	EA	INLETS (DT BOT) (TYPE C) (<10')	\$ 3,378.23	\$0.00
425-1-523	0	EA	INLETS (DT BOT) (TYPE C) (J-BOT <10')	\$ 5,665.60	\$0.00
425-1-541	1	EA	INLETS (DT BOT) (TYPE D) (<10')	\$ 3,891.58	\$3,891.58
425-1-543	1	EA	INLETS (DT BOT) (TYPE D) (J-BOT <10')	\$ 5,102.45	\$5,102.45
425-1-551	3	EA	INLETS (DT BOT) (TYPE E) (<10')	\$ 4,303.40	\$12,910.20
425-1-571	1	EA	INLETS (DT BOT) (TYPE G) (<10')	\$ 5,608.15	\$5,608.15
425-1-582	2	EA	INLETS (DT BOT) (TYPE H)(>10')	\$ 6,634.87	\$13,269.74
425-1-701	2	EA	INLETS (GUTTER) (TYPE S) (<10')	\$ 3,010.87	\$6,021.74
425-1-702	0	EA	INLETS (GUTTER) (TYPE S) (>10')	\$ 4,182.92	\$0.00
425-1-703	0	EA	INLETS (GUTTER) (TYPE S)(J-BOT) (<10')	\$ 5,292.55	\$0.00
425-1-703	1	EA	INLETS (GUTTER) (TYPE S)(J-BOT) (>10')	\$ 6,330.49	\$6,330.49
425-1-843	0	EA	INLETS (MEDIAN BARRIER WALL) (<10')	\$ 5,673.06	\$0.00
425-1-891	1	EA	INLETS (BARRIER WALL) (<10')	\$ 5,847.92	\$5,847.92
425-1-892	1	EA	INLETS (BARRIER WALL) (>10')	\$ 7,320.09	\$7,320.09

***EXHIBIT B - FTE BID CONSTRUCTION COSTS ***
CFX PROJECT NO. 417-134, FPID 429335-3-58/68-01
S.R. 417 WIDENING FROM E-4 CANAL TO SR 426(ALOMA AVE)

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
425-1-893	0	EA	INLETS (BARRIER WALL) (J-BOT <10')	\$ 7,619.89	\$0.00
425-1-894	0	EA	INLETS (BARRIER WALL) (J-BOT >10')	\$ 10,696.85	\$0.00
425-2-41	3	EA	MANHOLES (P-7)(<10')	\$ 2,330.93	\$6,992.79
425-2-42	0	EA	MANHOLES (P-7)(>10')	\$ 4,686.22	\$0.00
425-2-43	0	EA	MANHOLES (P-7)(PARTIAL)	\$ 2,389.67	\$0.00
425-2-61	2	EA	MANHOLES (P-8)(<10')	\$ 2,511.58	\$5,023.16
425-2-91	0	EA	MANHOLES (J-8)(<10')	\$ 4,023.39	\$0.00
425-2-92	1	EA	MANHOLES (J-8)(>10')	\$ 7,037.06	\$7,037.06
425-11	0	EA	MODIFY EXISTING DRAINAGE STRUCTURE	\$ 2,389.64	\$0.00
430-4-8	0	LF	VIDEO EXISTING STORM DRAIN PIPES	\$ 1.39	\$0.00
430-94-1	0	LF	DESILTING PIPE(0"-24")	\$ 5.35	\$0.00
430-94-2	0	LF	DESILTING PIPE(25"-36")	\$ 5.80	\$0.00
430-173-118	81	LF	PIPE CULVERT BCCMP (ROUND) (18" GD)	\$ 104.24	\$8,443.44
430-175-115	0	LF	PIPE CULVERT RCP (ROUND) (15" SS)	\$ 39.19	\$0.00
430-175-118	142	LF	PIPE CULVERT RCP (ROUND) (18" SS)	\$ 53.65	\$7,618.30
430-175-124	620	LF	PIPE CULVERT RCP (ROUND) (24" SS)	\$ 71.25	\$44,175.00
430-175-130	16	LF	PIPE CULVERT RCP (ROUND) (30" SS)	\$ 79.09	\$1,265.44
430-175-136	1,203	LF	PIPE CULVERT RCP (ROUND) (36" SS)	\$ 104.74	\$126,002.22
430-175-142	30	LF	PIPE CULVERT RCP (ROUND) (42" SS)	\$ 142.40	\$4,272.00
430-175-148	0	LF	PIPE CULVERT RCP (ROUND) (48" SS)	\$ 190.53	\$0.00
430-175-230	0	LF	PIPE CULVERT RCP (ELLIPTICAL) (24"x38" SS)	\$ 115.95	\$0.00
430-175-418	32	LF	PIPE CULVERT RCP (CLASS IV)(ROUND) (18" SS)	\$ 94.16	\$3,013.12
430-175-436	38	LF	PIPE CULVERT RCP (CLASS IV)(ROUND) (36" SS)	\$ 313.15	\$11,899.70
430-175-442	32	LF	PIPE CULVERT RCP (CLASS IV)(ROUND) (42" SS)	\$ 545.72	\$17,463.04
430-185-118	0	LF	PIPE CULVERT STEEL CASING (18") (JACK AND BORE)	\$ 268.18	\$0.00
430-185-130	86	LF	PIPE CULVERT STEEL CASING(30") (JACK AND BORE)	\$ 405.17	\$34,844.62
430-185-136	245	LF	PIPE CULVERT STEEL CASING(36") (JACK AND BORE)	\$ 443.68	\$108,701.60
430-611-125	3	EA	U-ENDWALL WITH BAFFLES (1:4 SLOPE) (18")	\$ 1,523.83	\$4,571.49
430-982-123	0	EA	MITERED END SECTION (OPTIONAL ROUND) (15" CD)	\$ 1,106.14	\$0.00
430-982-125	3	EA	MITERED END SECTION (OPTIONAL ROUND) (18" CD)	\$ 1,210.51	\$3,631.53
430-982-129	0	EA	MITERED END SECTION (OPTIONAL ROUND) (24" CD)	\$ 1,647.84	\$0.00
430-982-133	0	EA	MITERED END SECTION (OPTIONAL ROUND) (30" CD)	\$ 3,409.22	\$0.00
430-982-138	2	EA	MITERED END SECTION (OPTIONAL ROUND) (36" CD)	\$ 4,544.66	\$9,089.32
430-982-140	1	EA	MITERED END SECTION (OPTIONAL ROUND) (42" CD)	\$ 6,018.24	\$6,018.24
430-982-148	0	EA	MITERED END SECTION (OPTIONAL ROUND) (48" CD)	\$ 7,093.49	\$0.00
455-144-6	0	LF	TEST PILES STEEL (HP 14x89)	\$ 578.21	\$0.00
458-1-12	0	LF	BRIDGE DECK EXPANSION JOINT (NEW CONSTR.-F&I) STRIP SEAL JOINT SYSTEM	\$ 339.71	\$0.00
458-1-22	0	LF	BRIDGE DECK EXPANSION JOINT (REHAB.-CLEAN SEAL & REPLACE) STRIP SEAL JOINT SYST	\$ 103.32	\$0.00
460-2-2	0	LS	STRUCTURAL STEEL- NEW (LOW ALLOY)	\$ 255,891.06	\$0.00
520-2-4	0	LF	CONCRETE CURB TYPE D	\$ 20.00	\$0.00
520-6	502	LF	SHOULDER GUTTER CONCRETE	\$ 16.00	\$8,032.00
521-1	0	LF	MEDIAN BARRIER WALL, CONCRETE	\$ 160.24	\$0.00
521-5-1	0	LF	CONCRETE TRAFFIC RAILINGS - BRIDGE (32" F-SHAPE)	\$ 121.77	\$0.00
521-7-1	0	LF	BARRIER WALL, CONCRETE TRAFFIC RAILING- W/ JUNCTION SLAB (8' Height)	\$ 492.08	\$0.00
521-8-1	695	LF	BARRIER WALL, CONCRETE TRAFFIC RAILING- W/ JUNCTION SLAB (32" F Shape)	\$ 284.24	\$197,546.80
521-72-3	0	LF	SHOULDER CONC. BARRIER WALL (RIGID-SHOULDER)	\$ 192.88	\$0.00
521-72-23	0	LF	SHOULDER CONC. BARRIER WALL (14' NOISE WALL)	\$ 704.88	\$0.00
521-73	0	LF	BARRIER WALL, CONCRETE (REMOVAL)	\$ 26.06	\$0.00
524-1-2	0	SY	CONCRETE DITCH PAVEMENT (NR) (4")	\$ 85.00	\$0.00
524-2-29	0	SY	CONCRETE SLOPE PAVEMENT (4" REINFORCED)	\$ 176.07	\$0.00
530-3-4	0	TN	RIPRAP (RUBBLE-DITCH LINING)	\$ 104.27	\$0.00
534-72-101	0	SF	SOUND BARRIERS/NOISE WALLS INCL. FOUNDATIONS	\$ 36.40	\$0.00
536-1-1	2,451	LF	GUARDRAIL (ROADWAY)	\$ 17.00	\$41,667.00
536-1-3	0	LF	DOUBLE FACED GUARDRAIL (ROADWAY)	\$ 22.00	\$0.00
536-5-1	0	LF	RUB RAIL FOR GUARDRAIL (SINGLE SIDED RUB RAIL)	\$ 7.00	\$0.00

***EXHIBIT B - FTE BID CONSTRUCTION COSTS ***
CFX PROJECT NO. 417-134, FPID 429335-3-58/68-01
S.R. 417 WIDENING FROM E-4 CANAL TO SR 426(ALOMA AVE)

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
536-8-13	0	EA	GUARDRAIL BRIDGE ANCHORAGE ASSEMBLY	\$ 2,100.00	\$0.00
536-73	1,509	LF	GUARDRAIL (REMOVAL)	\$ 1.50	\$2,263.50
536-82	2	EA	GUARDRAIL CONCRETE BARRIER ANCHORAGE ASSEMBLY	\$ 2,100.00	\$4,200.00
536-85-22	1	EA	GUARDRAIL END ANCHORAGE ASSEMBLY (FLARED) (TL-3)	\$ 2,000.00	\$2,000.00
536-85-25	1	EA	GUARDRAIL END ANCHORAGE ASSEMBLY (TYPE II)	\$ 825.00	\$825.00
544-75-1	0	EA	CRASH CUSSION	\$ 21,500.00	\$0.00
546-72-55	1.11	PM	RUMBLE STRIPS (GROUND-IN)(16" MIN)	\$ 2,760.59	\$3,064.25
548-12	0	SF	RETAINING WALLS SYSTEM- (PERMANENT) EXCLUDING SLEEPER	\$ 20.54	\$0.00
560-3	0	EA	EXISTING OVERHEAD SIGN STRUCTURE UPRIGHT PAINTING	\$ 4,571.28	\$0.00
561-1	0	LS	COATING EXISTING STRUCTURAL STEEL	\$ 305,132.80	\$0.00
570-1-2	49,764	SY	PERFORMANCE TURF (SOD)(BAHIA)	\$ 2.40	\$119,433.60
600-100	0	EA	INSPECTOR TRAINING FOR TRAFFIC MDNITDRING STATION	\$ 3,739.77	\$0.00
600-101	0	EA	INSPECTOR TRAINING FOR DATA COLLECTION SENSORS	\$ 9,722.36	\$0.00
600-102	0	EA	INSPECTOR TRAINING FOR CCTV SYSTEM AND CAMERA LOWERING DEVICE	\$ 7,927.59	\$0.00
600-103	0	EA	INSPECTOR TRAINING FOR DYNAMIC MESSAGE SIGNS	\$ 9,124.10	\$0.00
600-104	0	EA	INSPECTOR TRAINING FOR FIBER OPTIC NETWORK	\$ 6,731.07	\$0.00
600-105	0	EA	INSPECTOR TRAINING FOR SYSTEM AUXILIARIES	\$ 3,739.77	\$0.00
603A-100	0	LS	CONTINUOUS OPERATION OF EXISTING ITS DEVICES	\$ 164,420.52	\$0.00
612-100	0	LS	GEDLOCATIOND OF ITS EQUIPMENT AND INFRASTRUCTURE	\$ 43,749.31	\$0.00
630-2-11	4,840	LF	CONDUIT (F & I)(UNDERGROUND)	\$ 7.04	\$34,073.60
630-2-12	1,435	LF	CONDUIT (F & I)(DIRECTIONAL BORE)	\$ 18.62	\$26,719.70
631-100	0	EA	FIBER OPTIC CABLE INVENTORY	\$ 321.13	\$0.00
631-101	0	EA	FIBER OPTIC SPLICE HOUSING INVENTORY	\$ 421.87	\$0.00
633-1-122	2,009	LF	FIBER OPTIC CABLE (F&I) (UNDERGROUND) (13-48 FIBERS)	\$ 2.09	\$4,198.81
633-1-620	558	LF	FIBER OPTIC CABLE (REMOVE) (UNDERGROUND)	\$ 0.78	\$435.24
633-2-31	24	LF	FIBER OPTIC CONNECTION (INSTALL) (SPLICE)	\$ 40.96	\$983.04
633-3-11	2	LF	FIBER OPTIC CONNECTION HARDWARE (F&I) (SPLICE ENCLOSURE)	\$ 886.95	\$1,773.90
633-3-15	2	LF	FIBER OPTIC CONNECTION HARDWARE (F&I) (PREDETERMINED PATCH PANEL)	\$ 1,246.04	\$2,492.08
633-121-2	2,112	LF	FIBER OPTIC CABLE (12 SM FIBER) (F&I)	\$ 2.53	\$5,343.36
633-121-2T	0	LF	TEMPORARY FIBER OPTIC CABLE (12 SM FIBER) (F&I)	\$ 2.69	\$0.00
633-121-4	12,711	LF	FIBER OPTIC CABLE (72 SM FIBER) (F&I)	\$ 2.73	\$34,701.03
633-121-4T	0	LF	TEMPORARY FIBER OPTIC CABLE (72 SM FIBER) (F&I)	\$ 2.99	\$0.00
633-121-6	9,386	LF	FIBER OPTIC CABLE (EXISTING-WITHDRAW & RELOCATE)	\$ 1.20	\$11,263.20
633-141-3T	0	EA	TEMPORARY FIBER OPTIC SPLICE ENCLOSURE	\$ 867.48	\$0.00
633-141-4	6	EA	FIBER OPTIC SPLICE ENCLOSURE (72 SPLICE) (F&I)	\$ 831.58	\$4,989.48
633-141-4T	0	EA	TEMPORARY FIBER OPTIC SPLICE	\$ 35.90	\$0.00
633-141-5	0	EA	FIBER OPTIC SPLICE ENCLOSURE (144 SPLICE) (F&I)	\$ 927.30	\$0.00
633-141-7	48	EA	FIBER OPTIC FUSION SPLICE	\$ 35.90	\$1,723.20
633-141-8	0	EA	EXISTING FIBER OPTIC SPLICE ENCLOSURE RE-ENTRY	\$ 478.61	\$0.00
635-1-11	4	EA	PULL BOX (F&I)	\$ 1,064.06	\$4,256.24
635-1-12	5	EA	SMALL FIBER OPTIC PULL BOX, 24" DIA, (F&I)	\$ 1,380.21	\$6,901.05
635-1-13	4	EA	LARGE FIBER OPTIC PULL BOX, 36" DIA, (F&I)	\$ 3,129.03	\$12,516.12
635-1-16T	5	EA	TEMPORARY LARGE FIBER OPTIC PULL BOX (F&I)	\$ 3,128.82	\$15,644.10
635-1-30	0	EA	PULL BOX (ADJUST-ALL TYPES)	\$ 896.15	\$0.00
635-2-11	5	EA	PULL & SPLICE BOX (F&I)(13" x 24")	\$ 854.11	\$4,270.55
635-2-12	12	EA	PULL & SPLICE BOX (F&I)(24" x 36")	\$ 1,424.12	\$17,089.44
636-11	7	EA	CONCRETE MANHOLE 4 X 4 X 4 (F&I)	\$ 5,328.45	\$37,299.15
636-12	1	EA	CONCRETE MANHOLE 4 X 6.5 X 6.5 (F&I)	\$ 6,279.74	\$6,279.74
636-13	0	EA	CONCRETE MANHOLE 4 X 6.5 X 6.5 (DOGHOUSE) (F&I)	\$ 6,387.50	\$0.00
636-60	3	EA	CONCRETE MANHOLE (REMOVE)	\$ 1,022.20	\$3,066.60
638-001-0111T	73	LF	TEMPORARY FIBER OPTIC CONDUIT (1-1" HDPE SDR 11) (TRENCH OR PLOW)	\$ 7.30	\$532.90
638-001-0211	1,068	LF	FO CONDUIT, 2-1" HDPE SDR 11 (TRENCH OR PLOW) (F&I)	\$ 7.44	\$7,945.92
638-001-0211T	2,920	LF	TEMPORARY FIBER OPTIC CONDUIT (2-1" HDPE SDR 11) (TRENCH OR PLOW)	\$ 7.35	\$21,462.00
638-001-0217T	0	LF	TEMPORARY FIBER OPTIC CONDUIT (2-1" HDPE SDR 11) (ABOVEGROUND)	\$ 1.97	\$0.00
638-001-0411	0	LF	FO CONDUIT, 4-1" HDPE SDR 11 (TRENCH OR PLOW) (F&I)	\$ 9.26	\$0.00

***EXHIBIT B - FTE BID CONSTRUCTION COSTS ***
CFX PROJECT NO. 417-134, FPID 429335-3-58/68-01
S.R. 417 WIDENING FROM E-4 CANAL TO SR 428(ALOMA AVE)

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
638-001-0911	5,363	LF	FO CONDUIT, 9-1" HDPE SDR 11 (TRENCH OR PLOW) (F&I)	\$ 10.09	\$54,112.67
638-0002-0211	3,780	LF	CONDUIT, 2-2" HDPE (TRENCH OR PLOW) (F&I)	\$ 9.21	\$34,813.80
638-0002-0213	202	LF	CONDUIT, 2-2" HDPE (DIRECTIONAL BORE) (F&I)	\$ 17.66	\$3,567.32
638-0006-0111	0	LF	CONDUIT (1-1" PVC)(TRENCH OR PLOW)(F&I)(Item Deleted)	\$ -	\$0.00
638-0007-0111	200	LF	CONDUIT (1-2" PVC)(TRENCH OR PLOW)(F&I)	\$ 7.70	\$1,540.00
638-141-0213T	199	LF	TEMP FO CONDUIT, 4" HDPE SDR 11 W/ 2-1" HDPE SDR 11 (DIR BORE)	\$ 22.96	\$4,569.04
638-1406-0213	212	LF	CONDUIT (4" HDPE SDR 11 OUTER DUCT W/ 2-2" GREY PVC (DIR BORE)(F&I)(Item Deleted)	\$ -	\$0.00
638-1601-0213	0	LF	FO CONDUIT, 6" HDPE SDR 11 OUTER DUCT W/ 2-1" HDPE SDR 11 (DIR BORE) (F&I)	\$ 30.58	\$0.00
638-1601-0913	44	LF	FO CONDUIT, 6" HDPE SDR 11 OUTER DUCT W/ 9-1" HDPE SDR 11 (DIR BORE) (F&I)	\$ 33.51	\$1,474.44
638-2401-0411	1,047	LF	FO CONDUIT, 6" HDPE SDR 11 OUTER DUCT W/ 4-1" HDPE SDR 11 (TRENCH OR PLOW) (F&I)	\$ 18.29	\$19,149.63
638-5601-0213	32	LF	FO CONDUIT, 6" BSP OUTER DUCT W/ 2-1" HDPE SDR 11 (DIR BORE) (F&I)	\$ 74.70	\$2,390.40
638-5601-0413	0	LF	FO CONDUIT, 6" BSP OUTER DUCT W/ 4-1" HDPE SDR 11 (DIR BORE) (F&I)	\$ 76.15	\$0.00
638-5601-0913	36	LF	FO CONDUIT, 6" BSP OUTER DUCT W/ 9-1" HDPE SDR 11 (DIR BORE) (F&I)	\$ 78.02	\$2,808.72
638-1A	32	EA	TUBULAR ROUTE MARKER (FIBER)	\$ 106.68	\$3,413.76
638-1B	16	EA	TUBULAR ROUTE MARKER (POWER)	\$ 106.72	\$1,707.52
639-1-11	0	AS	ELECTRICAL POWER SERVICE ASSEMBLY (F&I) (UNDERGROUND)	\$ 4,391.64	\$0.00
639-1-13	0	AS	ELECTRICAL POWER SERVICE ASSEMBLY (ADJUST) (F&I)	\$ 1,295.07	\$0.00
639-2-1	0	LF	ELECTRICAL SERVICE WIRE (F&I)	\$ 2.38	\$0.00
639-2-11	4	AS	ELECTRICAL SERVICE DISCONNECT (POLE) (F&I)	\$ 1,890.02	\$7,560.08
639-2-14	4	AS	ELECTRICAL POWER TRANSFORMER (F&I)	\$ 1,784.92	\$7,139.68
639-3-04	2,043	LF	ELECTRICAL CONDUCTORS (INSULATED) (NO. 4)(F&I)(Item Deleted)	\$ -	\$0.00
639-3-06	10,357	LF	ELECTRICAL CONDUCTORS (INSULATED) (NO. 6)(F&I)	\$ 3.32	\$34,385.24
639-3-300	0	LF	ELECTRICAL CONDUCTORS (INSULATED) (NO. 3/0)(F&I)(Item Deleted)	\$ -	\$0.00
639-3-11	0	EA	ELECTRICAL SERVICE DISCONNECT (POLE MOUNT) (F&I)	\$ 1,007.88	\$0.00
639-6-1	0	EA	ELECTRICAL POWER SERVICE (TRANSFORMER) (F&I)	\$ 1,570.29	\$0.00
641-2-12	0	EA	PRESTRESSED CONCRETE POLE (F&I)(TYPE P-II)(SERVICE POLE)	\$ 1,609.30	\$0.00
641-2-60	0	EA	PRESTRESSED CONCRETE POLE (COMPLETE POLE REMOVAL)(PED/SERVICE POLE)	\$ 1,225.03	\$0.00
660-3-11	0	EA	VEHICAL DETECTION SYSTEM MICROWAVE (F&I)(CABINET EQUIPMENT)	\$ 456.76	\$0.00
660-3-12	0	EA	VEHICAL DETECTION SYSTEM MICROWAVE (F&I)(ABOVE GROUND EQUIPMENT)	\$ 6,546.55	\$0.00
663-74-144	0	EA	DCS FIELD EQUIPMENT, 4 LANES (F&I)	\$ 22,962.84	\$0.00
663-74-145	0	EA	DCS FIELD EQUIPMENT, 5 LANES (F&I)	\$ 22,985.69	\$0.00
663-74-146	0	EA	DCS FIELD EQUIPMENT, 6 LANES (F&I)	\$ 24,149.17	\$0.00
663-74-640	0	EA	DCS FIELD EQUIPMENT (REMOVE)	\$ 3,139.89	\$0.00
663-74-SP	0	EA	DCS FIELD EQUIPMENT, SPARE PARTS KIT (FURNISH ONLY)	\$ 17,390.41	\$0.00
664-1-40	3	EA	TMS, POLE MOUNTED (F&I)	\$ 13,754.12	\$41,262.36
664-1-SP	0	EA	TRAFFIC MONITORING STATION, SPARE PARTS KIT (FURNISH ONLY)	\$ 6,018.87	\$0.00
664-2-43	1	EA	TMS, 40' POLE (F&I)	\$ 25,588.88	\$25,588.88
664-4-146	1	EA	TMS, POLE REMOVAL DEEP	\$ 5,243.18	\$5,243.18
664-4-147	0	EA	TMS, ASSEMBLY (ADJUST)	\$ 762.56	\$0.00
668-11	0	EA	ITS DEVICE CABINET (POLE MOUNTED) (HEAT SHIELD) (F&I)(Item Deleted)	\$ -	\$0.00
668-12	4	EA	ITS DEVICE CABINET (BASE MOUNTED) (HEAT SHIELD) (F&I)	\$ 7,704.64	\$30,818.56
668-40	0	EA	ITS DEVICE CABINET (RELOCATE-ALL TYPES)	\$ 2,382.18	\$0.00
668-60	3	EA	ITS DEVICE CABINET (REMOVE-ALL TYPES)	\$ 412.70	\$1,238.10
683-101	4	EA	GIGABIT ETHERNET FIELD SWITCH (F&I)	\$ 4,418.74	\$17,674.96
683-102	1	EA	HARDENED TERMINAL SERVER (F&I)	\$ 1,131.82	\$1,131.82
683-104	5	EA	FIBER OPTIC PATCH PANEL, 12 PORT (F&I)	\$ 1,435.82	\$7,179.10
683-105	1	EA	FIBER OPTIC PATCH PANEL, 72 PORT (F&I)	\$ 6,580.85	\$6,580.85
683-106	24	EA	CUT-TO-LENGTH FIBER OPTIC JUMPER (F&I)	\$ 41.88	\$1,005.12
683-201	4	EA	UNINTERRUPTIBLE POWER SUPPLY (F&I)	\$ 2,000.61	\$8,002.44
683-202	4	EA	REMOTE POWER MANAGER/ENVIRONMENTAL SENSOR (F&I)	\$ 1,126.46	\$4,505.84
684-1-1	0	EA	MANAGED FIELD ETHERNET SWITCH (F&I)	\$ 2,119.19	\$0.00
684-2-1	0	EA	DEVICE SERVER (F&I)	\$ 1,197.86	\$0.00
685-1-12	0	EA	UNINTERRUPTIBLE POWER SUPPLY (F&I) (ONLINE/DOUBLE CONVERSION)	\$ 5,381.85	\$0.00
686-101	1	EA	CCTV FIELD ASSEMBLY, (F&I)	\$ 5,209.40	\$5,209.40
686-104	1	EA	CCTV FIELD ASSEMBLY (REMOVE)	\$ 254.35	\$254.35

***EXHIBIT B - FTE BID CONSTRUCTION COSTS ***
CFX PROJECT NO. 417-134, FPID 429335-3-58/68-01
S.R. 417 WIDENING FROM E-4 CANAL TO SR 426(ALOMA AVE)

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
686-1-SP	0	EA	CCTV SPARE PARTS KIT (FURNISH ONLY)	\$ 3,636.33	\$0.00
686-203	1	EA	CAMERA LOWERING SYSTEM (50' POLE I (F&I)	\$ 34,455.97	\$34,455.97
686-308	1	EA	CAMERA LOWERING SYSTEM POLE REMOVAL DEEP	\$ 4,369.83	\$4,369.83
700-1-11	0	AS	SINGLE POST SIGN (F&I) (UP TO 12 SF)	\$ 439.55	\$0.00
700-1-12	0	AS	SINGLE POST SIGN (F&I) (12-20 SF)	\$ 2,105.09	\$0.00
700-1-13	0	AS	SINGLE POST SIGN (F&I) (21-30 SF)	\$ 1,993.66	\$0.00
700-1-22	0	AS	SINGLE POST SIGN (F&I) (BARRIER MOUNT INDEX 11871)(12-20 SF)	\$ 1,132.84	\$0.00
700-1-32	0	AS	SINGLE POST SIGN (F&I)(WALL MOUNT)(12-20 SF)	\$ 3,537.50	\$0.00
700-1-50	8	AS	SINGLE POST SIGN (RELOCATE)	\$ 397.50	\$3,180.00
700-1-60	2	AS	SINGLE POST SIGN (REMOVE)	\$ 84.44	\$168.88
700-2-13	1	AS	MULTI-POST SIGN (21-30 SF)	\$ 3,675.32	\$3,675.32
700-2-14	0	AS	MULTI-POST SIGN (31-50 SF)	\$ 4,777.54	\$0.00
700-2-15	1	AS	MULTI-POST SIGN (51-100 SF)	\$ 7,910.83	\$7,910.83
700-2-16	0	AS	MULTI-POST SIGN (101-200 SF)	\$ 10,491.39	\$0.00
700-2-50	1	AS	MULTI-POST SIGN (RELOCATE)	\$ 2,041.57	\$2,041.57
700-2-60	0	AS	MULTI-POST SIGN (REMOVE)	\$ 572.00	\$0.00
700-3-101	0	AS	SIGN PANEL (F&I) (GROUND MOUNT)(UP TO 12 SF)	\$ 192.93	\$0.00
700-3-103	0	AS	SIGN PANEL (F&I) (GROUND MOUNT)(21-30 SF)	\$ 497.45	\$0.00
700-3-201	1	AS	SIGN PANEL (F&I) (OVERHEAD MOUNT)(UP TO 12 SF)	\$ 801.39	\$801.39
700-3-202	1	AS	SIGN PANEL (F&I) (OVERHEAD MOUNT)(12-20 SF)	\$ 490.40	\$490.40
700-3-203	0	AS	SIGN PANEL (F&I) (OVERHEAD MOUNT)(20-31 SF)	\$ 987.46	\$0.00
700-3-205	0	AS	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100 SF	\$ 2,513.12	\$0.00
700-3-205A	0	AS	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100 SF (CHANGEABLE MESSAGE)	\$ 4,786.15	\$0.00
700-3-226	0	AS	SIGN PANEL (F&I) (OVERHEAD MOUNT)(101 - 200 SF) W LIGHTING	\$ 7,997.06	\$0.00
700-3-227	0	AS	SIGN PANEL (F&I) (OVERHEAD MOUNT)(201-301 SF) W LIGHTING	\$ 12,161.46	\$0.00
700-3-228	2	AS	SIGN PANEL (F&I) (OVERHEAD MOUNT)(301-400 SF) W LIGHTING	\$ 16,651.88	\$33,303.76
700-3-401	1	AS	SIGN PANEL (INSTALL) (UP TO 12 SF)	\$ 446.34	\$446.34
700-3-404	0	AS	SIGN PANEL (INSTALL) (31-50 SF)	\$ 3,288.88	\$0.00
700-3-503	0	AS	SIGN PANEL (RELOCATE) (21-30 SF)	\$ 817.28	\$0.00
700-3-504	0	AS	SIGN PANEL (RELOCATE) (31-50 SF)	\$ 1,185.49	\$0.00
700-3-526	0	AS	SIGN PANEL (RELOCATE) (101-200 SF) W LIGHTING	\$ 6,791.77	\$0.00
700-3-601	2	AS	SIGN PANEL (REMOVE) (UP TO 12 SF)	\$ 151.08	\$302.16
700-3-602	1	AS	SIGN PANEL (REMOVE) (12-20 SF)	\$ 172.41	\$172.41
700-3-603	1	AS	SIGN PANEL (REMOVE) (21-30 SF)	\$ 231.18	\$231.18
700-3-605	0	AS	SIGN PANEL (REMOVE) (51-100 SF)	\$ 559.53	\$0.00
700-3-606	1	AS	SIGN PANEL (REMOVE) (101-200 SF)	\$ 717.38	\$717.38
700-3-607	0	AS	SIGN PANEL (REMOVE) (201-300 SF)	\$ 1,146.71	\$0.00
700-4-111	0	AS	OVERHEAD STATIC SIGN STRUCTURE (F & I) (CANTILEVER) (UP TO 20 FT)	\$ 52,605.41	\$0.00
700-4-112	0	AS	OVERHEAD STATIC SIGN STRUCTURE (F & I) (CANTILEVER) (21-30 FT)	\$ 49,443.25	\$0.00
700-4-113	0	AS	OVERHEAD STATIC SIGN STRUCTURE (F & I) (CANTILEVER) (31-40 FT)	\$ 70,671.87	\$0.00
700-4-115A	0	AS	OVERHEAD STATIC SIGN STRUCTURE (F & I) (CANTILEVER) (51-60 FT)	\$ 105,126.72	\$0.00
700-4-115B	0	AS	OVERHEAD STATIC SIGN STRUCTURE (F & I) (CANTILEVER) (61-70 FT)	\$ 120,300.35	\$0.00
700-4-125	1	AS	OVERHEAD STATIC SIGN STRUCTURE (F & I) (SPAN) (51-100 FT)(DIFFERENCE)	\$ 92,000.00	\$92,000.00
700-4-127	0	AS	OVERHEAD STATIC SIGN STRUCTURE (F & I) (SPAN) (151-200 FT)	\$ 251,207.07	\$0.00
700-4-128	2.5	AS	OVERHEAD STATIC SIGN STRUCTURE (F & I) (SPAN) (201 FT AND GREATER)	\$ 387,843.93	\$969,609.83
700-4-515	0	AS	OVERHEAD STATIC SIGN STRUCTURE (RELOCATE) (CANTILEVER) (50+ FT)	\$ 37,242.99	\$0.00
700-4-610	2	AS	OVERHEAD STATIC SIGN STRUCTURE (REMOVE) (CANTILEVER)	\$ 4,478.65	\$8,957.30
700-4-620	0	AS	OVERHEAD STATIC SIGN STRUCTURE (REMOVE) (SPAN)	\$ 8,269.42	\$0.00
700-4-640	0	AS	OVERHEAD STATIC SIGN STRUCTURE (REMOVE) (BRIDGE MOUNT)	\$ 4,420.23	\$0.00
705-10-1	0	EA	OBJECT MARKER, TYPE I	\$ 256.25	\$0.00
705-11-1	23	EA	DELINEATOR (FLEXIBLE TUBULAR)	\$ 65.81	\$1,513.63
706-3	574	EA	RETRO-REFLECTIVE PAVEMENT MARKER	\$ 3.40	\$1,951.60
711-11-103	0.415	NM	THERMOPLASTIC (STD.) (WHITE) (SOLID) (12") (FOR INTERCHANGE MARKINGS)	\$ 13,122.81	\$5,445.97
711-11-124	111	LF	THERMOPLASTIC (STD.) (WHITE) (SOLID) (18")	\$ 3.80	\$421.80
711-11-160	8	EA	THERMOPLASTIC (STD.) (WHITE) (MESSAGE)	\$ 185.00	\$1,480.00

***EXHIBIT B - FTE BID CONSTRUCTION COSTS ***
CFX PROJECT NO. 417-134, FPID 429335-3-58/68-01
S.R. 417 WIDENING FROM E-4 CANAL TO SR 426(ALOMA AVE)

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
711-11-170	26	EA	THERMOPLASTIC (STD.) (WHITE) (ARROWS)	\$ 100.00	\$2,600.00
711-11-224	100	LF	THERMOPLASTIC (STD.) (YELLOW) (SOLID) (18")	\$ 3.80	\$380.00
711-14-160	0	EA	THERMOPLASTIC (PREFORMED) (WHITE) (MESSAGE)	\$ 250.00	\$0.00
711-16-101	0.389	GM	THERMOPLASTIC (STD.-OTHER SURFACES) (WHITE) (SOLID) (6")	\$ 4,995.46	\$1,943.23
711-16-102	0.000	GM	THERMOPLASTIC (STD.-OTHER SURFACES) (WHITE) (SOLID) (8")	\$ 8,380.28	\$0.00
711-16-131	0.843	GM	THERMOPLASTIC (STD.-OTHER SURFACES) (WHITE) (SKIP) (6")	\$ 1,451.75	\$1,223.83
711-16-133	0.000	GM	THERMOPLASTIC (STD.-OTHER SURFACES) (WHITE) (SKIP) (12")	\$ 2,347.83	\$0.00
711-16-201	0.262	GM	THERMOPLASTIC (STD.-OTHER SURFACES) (YELLOW) (SOLID) (6")	\$ 4,990.93	\$1,307.62
711-17	0	SF	THERMOPLASTIC (REMOVE EXIST. THERMO PAVT MARKINGS: NON-CONFLICTING ONLY)	\$ 3.50	\$0.00
713-102-112	0.000	GM	PAVEMENT MARKING - PREFORMED TAPE (HP) (WHITE) (SOLID) (8")	\$ 27,445.47	\$0.00
713-102-114	0.109	GM	PAVEMENT MARKING - PREFORMED TAPE (HP) (WHITE) (SOLID) (12")	\$ 39,600.00	\$4,316.40
713-102-125	0	LF	PAVEMENT MARKING - PREFORMED TAPE (HP) (WHITE) (SOLID) (18")	\$ 11.00	\$0.00
713-102-134	0.555	GM	PAVEMENT MARKING - PREFORMED TAPE (HP) (WHITE) (SKIP 3'-12") (12")	\$ 13,010.20	\$7,220.66
713-102-211	0.085	GM	PAVEMENT MARKING - PREFORMED TAPE (HP) (YELLOW) (SOLID) (6")	\$ 19,811.44	\$1,683.97
713-102-334	0.000	GM	PAVEMENT MARKING - PREFORMED TAPE (HP) (YELLOW) (SOLID) (8")	\$ 28,308.82	\$0.00
713-102-513	0.085	GM	PAVEMENT MARKING - PREFORMED TAPE (HP) (CONTRAST) (SOLID) (9")	\$ 28,791.84	\$2,447.31
713-102-533	0.085	GM	PAVEMENT MARKING - PREFORMED TAPE (HP) (CONTRAST) (SKIP 10'-30") (9")	\$ 8,398.02	\$713.83
715-1-12	15,243	LF	LIGHTING - CONDUCTORS (FURNISH & INSTALL) (NO. 8 TO NO. 6)	\$ 1.11	\$16,919.73
715-1-13	9,597	LF	LIGHTING - CONDUCTORS (FURNISH & INSTALL) (NO. 4 TO NO. 2)	\$ 2.11	\$20,249.67
715-1-14	0	LF	LIGHTING - CONDUCTORS (FURNISH & INSTALL) (NO. 1 TO NO. 0)	\$ 3.14	\$0.00
715-1-60	1,422	LF	LIGHTING - CONDUCTORS (REMOVE AND DISPOSE) (CONTRACTOR OWNS)	\$ 0.51	\$725.22
715-4-14	20	EA	LIGHT POLE COMPLETE (FURNISH & INSTALL) STD. POLE, STD. FDN. (130 MPH) (45')	\$ 5,578.40	\$111,568.00
715-4-15	12	EA	LIGHT POLE COMPLETE (FURNISH & INSTALL) STD. POLE, STD. FDN. (130 MPH) (50')	\$ 5,819.53	\$69,834.36
715-4-70	33	EA	LIGHT POLE COMPLETE (REMOVE POLE AND FOUNDATION)	\$ 437.50	\$14,437.50
715-5-21	0	EA	LUMINAIRE & BRACKET ARM (REPLACE LUMINAIRE AND ARM ON EXISTING POLE)	\$ 766.72	\$0.00
715-7-11	1	EA	LOAD CENTER (FURNISH & INSTALL) (SECONDARY VOLTAGE)	\$ 15,770.53	\$15,770.53
715-7-21	1	EA	LOAD CENTER (REWORK) (SECONDARY VOLTAGE)	\$ 3,194.15	\$3,194.15
715-7-41	1	EA	LOAD CENTER (REMOVE) (SECONDARY VOLTAGE)	\$ 767.05	\$767.05
715-11-226	0	EA	LUMINAIRE (F&I REPLACE EX. LUMINAIRE ON EX. POLE/ARM UNDERDECK)(PENDANT HUNG)	\$ 1,889.18	\$0.00
715-11-237	0	EA	LUMINAIRE (F&I REPLACE EX. LUMINAIRE ON EXISTING POLE/ARM SIGN)(SIGN MOUNT)	\$ 3,511.93	\$0.00
715-11-500	0	EA	LUMINAIRE (REMOVE)	\$ 133.73	\$0.00
715-500-1	32	EA	LIGHT POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	\$ 1,362.48	\$43,599.36
715-500-3	5	EA	LIGHT POLE CABLE DISTRIBUTION SYSTEM (WALL MOUNTED)	\$ 302.95	\$1,514.75
715-512-145	0	EA	LIGHT POLE COMPLETE SPECIAL DESIGN (F & I) DB ARM SHOULDER MOUNT (AL) (45')	\$ 7,862.76	\$0.00
715-513-145	5	EA	LIGHT POLE COMPLETE SPECIAL DESIGN (F & I) SINGLE ARM WALL MOUNT (AL) (45')	\$ 5,375.59	\$26,877.95
729-11	0	EA	FULL COLOR DMS (LED) (3 LINE) (WALK-IN) (F&I)	\$ 114,619.68	\$0.00
729-11SP	0	EA	FULL COLOR DMS (LED) (3 LINE) (WALK-IN) (SPARE PARTS KIT)	\$ 5,969.54	\$0.00
731-11	0	EA	FULL COLOR ADMS (LED) (2 LINE) (FRONT ACCESS) (F&I)	\$ 40,383.41	\$0.00
731-11SP	0	EA	FULL COLOR ADMS (LED) (2 LINE) (FRONT ACCESS) (SPARE PARTS KIT)	\$ 5,946.15	\$0.00
733-12	0	EA	FULL COLOR DMS (LED) (2 LINE) (FRONT ACCESS) (INSTALL ONLY)	\$ 7,135.66	\$0.00
735-88-10A	0	EA	MAINLINE TOLL PLAZA ISLAND REMOVAL	\$ 30,405.47	\$0.00
735-88-10B	0	EA	MAINLINE TOLL PLAZA CANOPY MODIFICATIONS	\$ 301,758.74	\$0.00
1050-11-321	750	LF	UTILITY PIPE(F & I)(PE)(0-1.9")	\$ 8.00	\$6,000.00
4210-13T	0	EA	TEMPORARY DOGHOUSE FIBER OPTIC MANHOLE (4'X6.5'X6 5") (F&I)	\$ 7,096.69	\$0.00
	1	LS	CEI (9% Total Construction Cost)	\$ 544,707.06	\$544,707.06
	1	LS	Contingency (10% Total Construction Cost Plus CEI)	\$ 659,700.77	\$659,700.77
999-1	N/A	N/A	ALLOWANCE FOR DISPUTES REVIEW BOARD	\$0.00	\$0.00
999-2	N/A	N/A	WORK ORDER ALLOWANCE	\$0.00	\$0.00
TOTAL BID					\$7,256,708.45

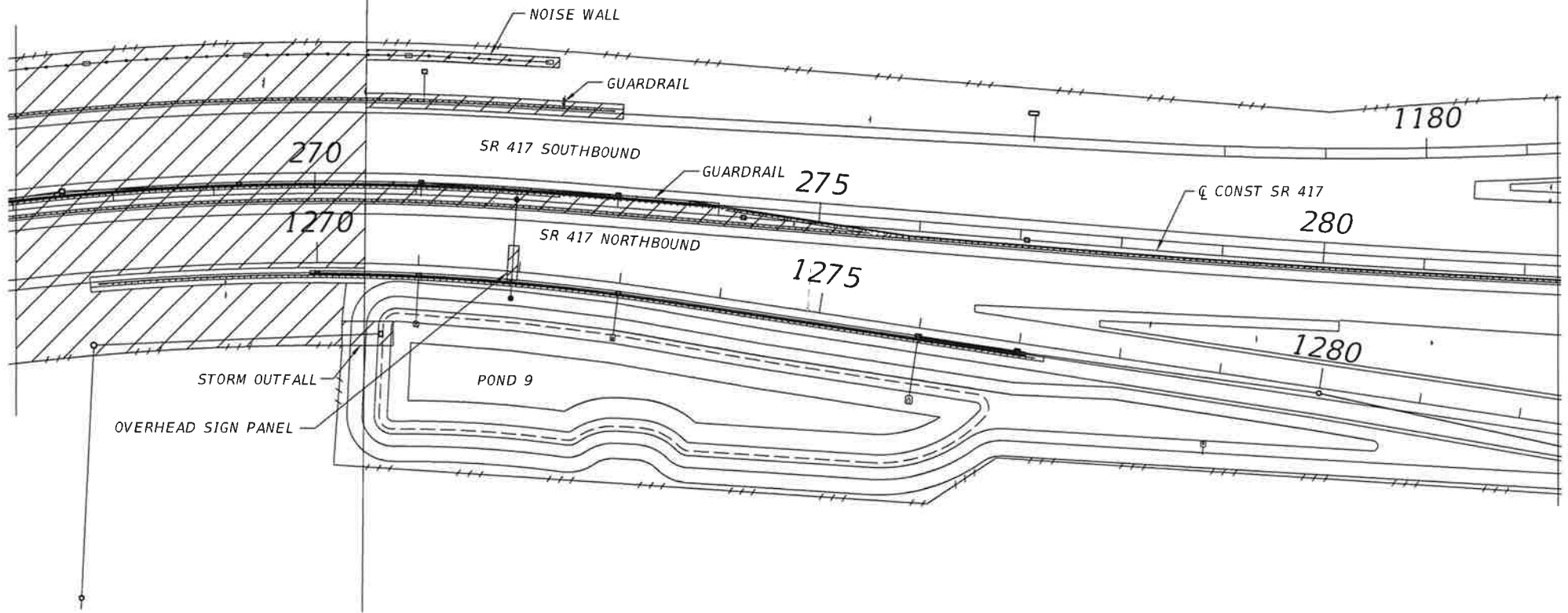
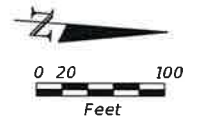
Exhibit C – CFX’s Maintenance Limits During Construction

Exhibit D – CFX’s Post-Construction Maintenance Limits

ORANGE COUNTY
(CFX JURISDICTION)
SEMINOLE COUNTY
(FTE JURISDICTION)



CFX MAINTENANCE

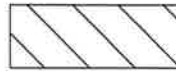


SR 417 CFX - POST CONSTRUCTION
MAINTENANCE RESPONSIBILITIES

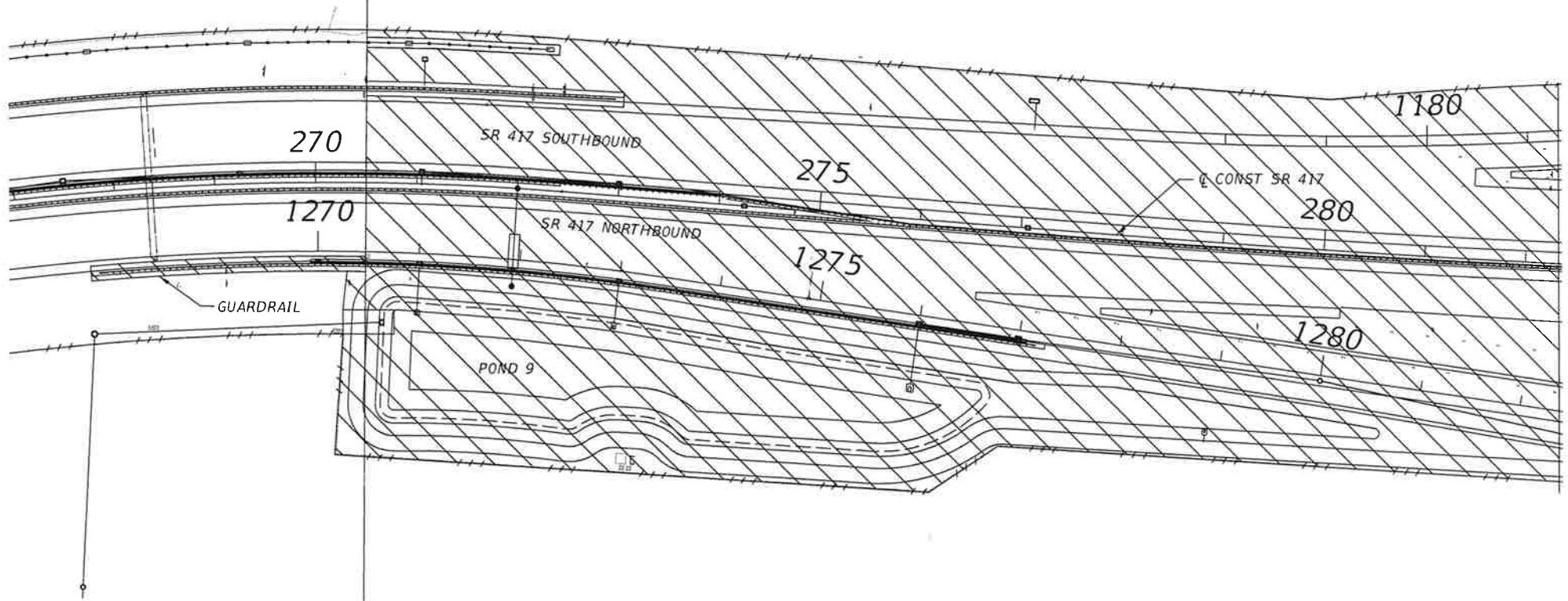
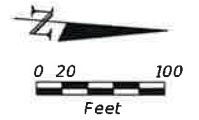
EXHIBIT D

Exhibit E – FTE’s Post-Construction Maintenance Limits

ORANGE COUNTY
(CFX JURISDICTION)
SEMINOLE COUNTY
(FTE JURISDICTION)



FTE MAINTENANCE



SR 417 FTE - POST CONSTRUCTION
MAINTENANCE RESPONSIBILITIES

EXHIBIT E

F. 3.



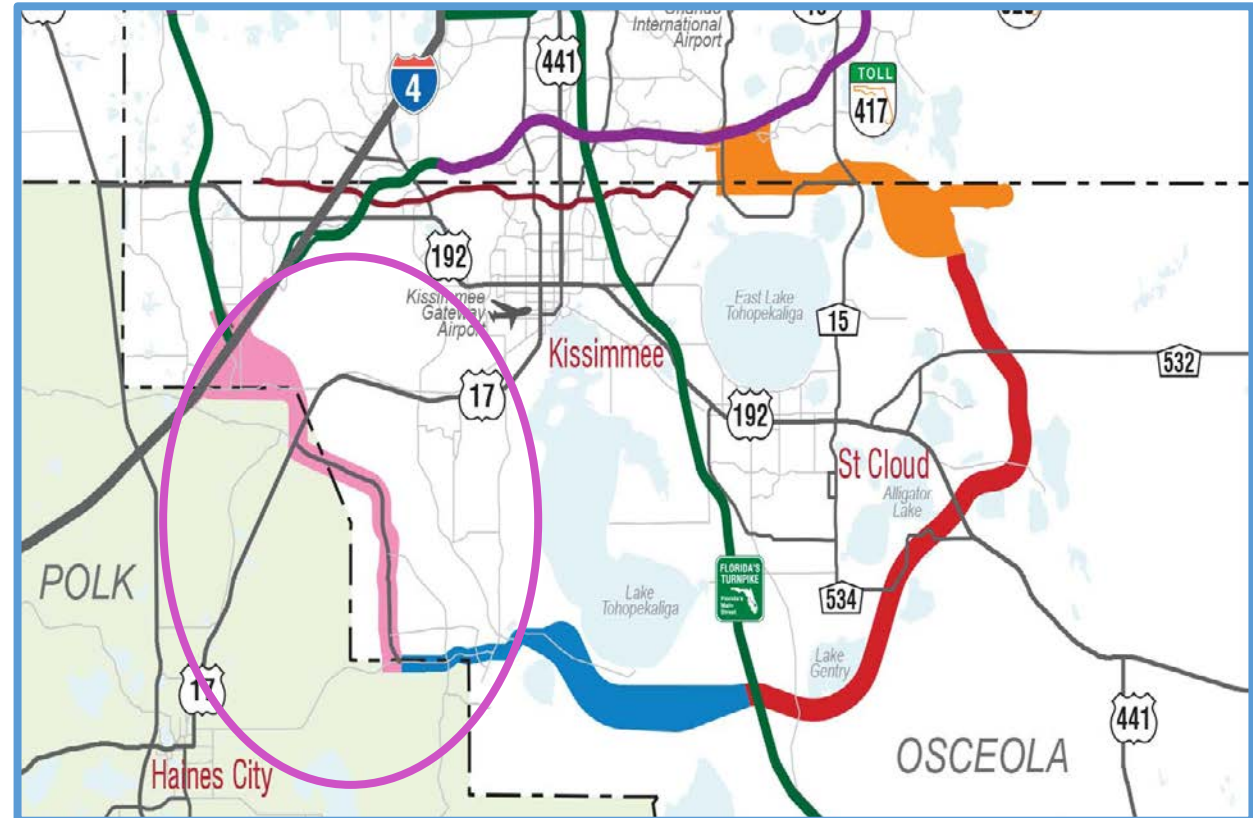
Supplemental Agreements for the Osceola County Project Development & Environment Studies

Glenn Pressimone, Director of Engineering

— June 29, 2018 —

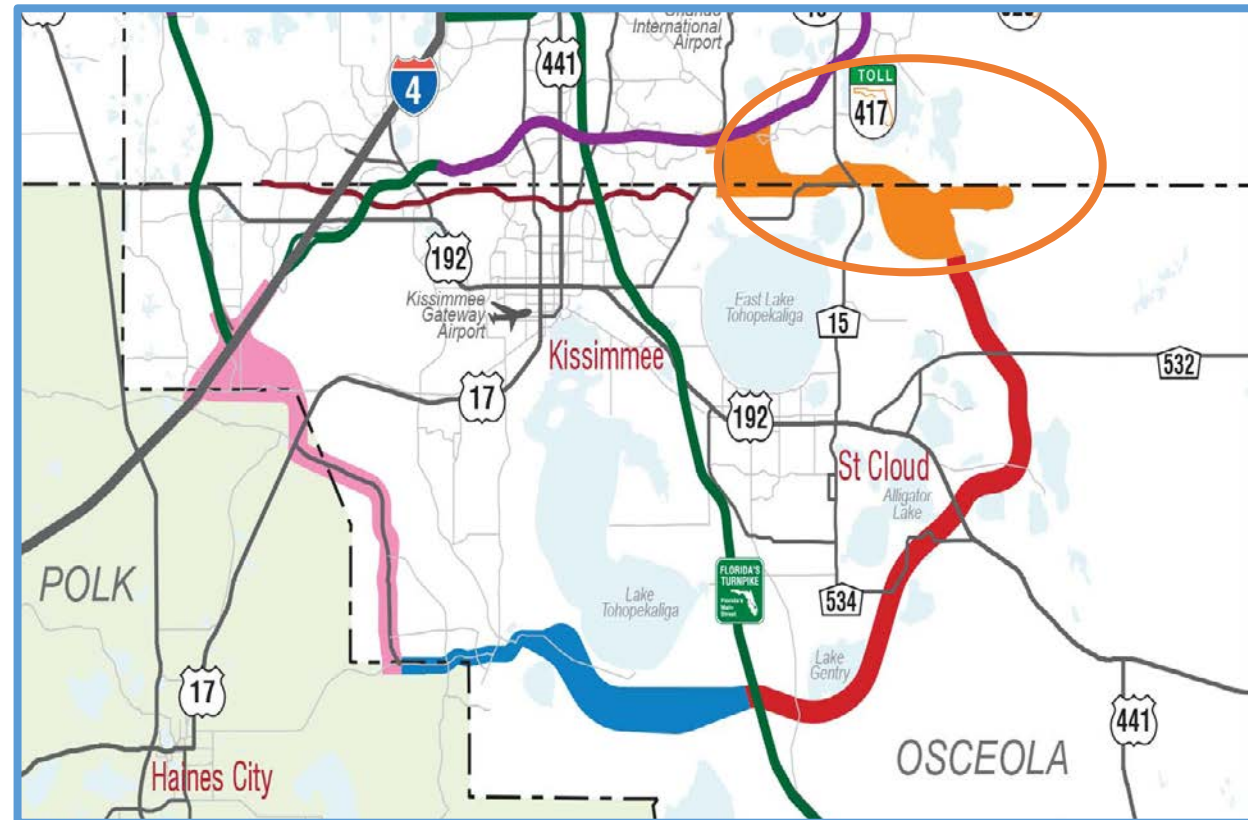
Poinciana Parkway Extension PD&E Study

- Supplemental Agreement No. 1 to Contract 001251
- Kimley-Horn & Associates, Inc.
- Value of \$1,319,356.97
- New PD&E Study
- 17 month duration
- Osceola and Polk Counties



Osceola Parkway Extension PD&E Re-Evaluation Study

- Supplemental Agreement No. 1 to Contract 001250
- RS&H, Inc.
- Value of \$1,167,571.27
- PD&E Re-Evaluation Study
- 8 month duration
- Osceola and Orange Counties






Recommended Motions

1. Approval of Supplemental Agreement No. 1 to Contract 001251 with Kimley-Horn & Associates, Inc. in the amount of \$1,319,356.97 for the PD&E Study of the Poinciana Parkway Extension.
2. Approval of Supplemental Agreement No. 1 to Contract 001250 with RS&H, Inc. in the amount of \$1,167,571.27 for the PD&E Re-Evaluation Study of the Osceola Parkway Extension.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 12, 2018

SUBJECT: Approval of Supplemental Agreement No. 1 with RS&H, Inc. for the Project Development & Environment (PD&E) Re-Evaluation Study of the Osceola Parkway Extension
Project 599-223, Contract No. 001250

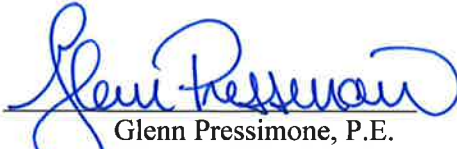
Board approval is requested for Supplemental Agreement No. 1 with RS&H, Inc. in the not-to-exceed amount of \$1,167,571.27

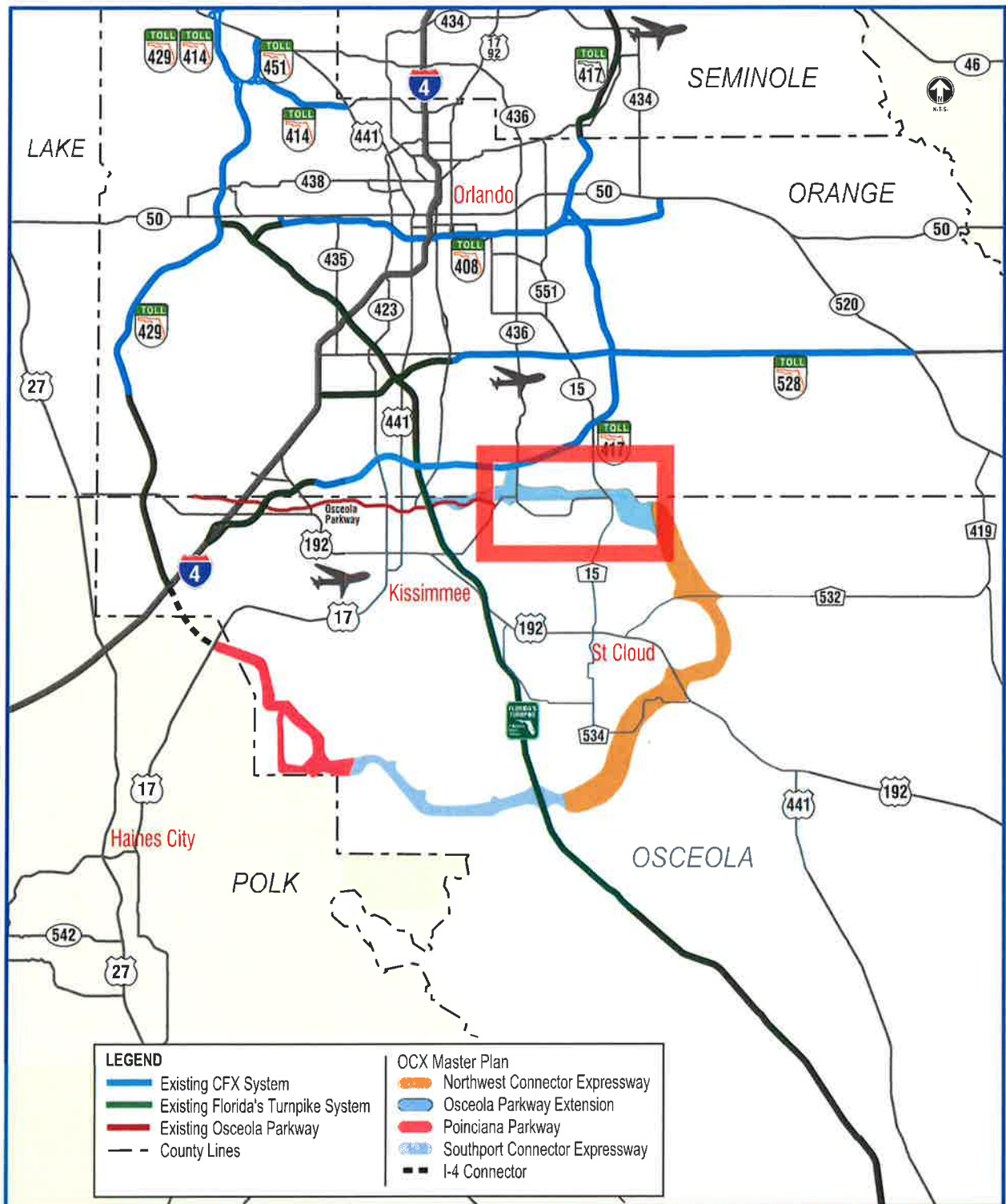
Approval of the findings for the Concept, Feasibility and Mobility Study of the Osceola Parkway Extension, and authorization for staff to initiate a Project Development & Environment (PD&E) Study was granted at the March Board Meeting. This Supplemental Agreement provides RS&H, Inc. authorization to perform a PD&E Re-Evaluation Study of the Osceola Parkway Extension.

Original Contract Amount	\$1,156,000.00
Amount of Supplemental Agreement No. 1	<u>\$1,167,571.27</u>
Total Revised Contract Amount	<u>\$2,323,571.27</u>

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

Reviewed by:


Glenn Pressimone, P.E.
Director of Engineering



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

Project Location Map for Osceola Parkway Extension PD&E Re-Evaluation Study (599-223)



MEMORANDUM

Date: June 13, 2018
To: Glenn Pressimone, PE CFX Director of Engineering
From: Jonathan Williamson, AICP Dewberry Project Manager *JW*
Subject: Project Development & Environment Study Re-Evaluation - Contract 001250
Osceola Parkway Extension (From SR 417 to Sunbridge Parkway)
RS&H Supplemental Agreement No. 1

Comments:

I have reviewed Supplemental Agreement No. 1 under Contract # 001250, submitted by RS&H, Inc. to us on June 13, 2018 for the Osceola Parkway Extension (From SR 417 to Sunbridge Parkway) Project Development & Environment (PD&E) Study Re-Evaluation. This requested supplemental agreement is to provide professional services to perform a PD&E Study Re-Evaluation and prepare a Project Environmental Impact Report (PEIR).

The supplemental agreement request is attached and costs are detailed below:

\$ 840,731.26 in Prime Cost
\$ 326,840.01 in Subconsultant Cost
\$ 1,167,571.27 Total Requested

The total man hours for each task are reasonable and acceptable and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$1,167,571.27.

Should you have questions or need additional information, please call me at 321-354-9614 or e-mail at jwilliamson@dewberry.com.

CC:

Keith Jackson, PE Dewberry Program Manager
File



10748 Deerwood Park Boulevard S
Jacksonville, Florida 32256

☎ 904-256-2500
F 904-256-2501
rsandh.com

June 13, 2018

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

RE: Osceola Parkway Extension
From SR 417 to Sunbridge Parkway
Project Environmental Impact Report Re-evaluation
Contract No. 001250, Supplemental Agreement #1

Dear Mr. Pressimone:

RS&H, Inc. is pleased to submit the attached Scope of Services and Fee Proposal to provide the professional services required for the Osceola Parkway Extension project as a supplement to Contract No. 001250.

The services to be provided under this contract include conducting a Project Environmental Impact Report Re-evaluation of the Osceola Expressway Authority Project Environmental Impact Report recommended alternative for the extension of the Osceola Parkway from SR 417 in Orange County to the Sunbridge Parkway in Osceola County. The study is scheduled to be completed within eight (8) months from the Notice to Proceed. The estimated fee for this study is detailed in the attached supporting information and totals \$1,167,571.27

The RS&H team appreciates the opportunity to provide our professional services to assist the Central Florida Expressway Authority for this important transportation initiative. If you have any questions do not hesitate to contact me.

Respectfully yours,

Daniel Kristoff, Jr., P.E.
Project Manager

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

Concept, Feasibility and Mobility Study for the Southport Connector Expressway

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 9th Day of March 2017, provides that in the event that CFX shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S June 13, 2018 correspondence to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upward by \$820,790.78 to \$1,636,709.01.
 - b. The Direct Expenses (Lump Sum) are adjusted upward by \$19,940.48 to \$26,659.99.
 - c. The Subcontract Items are adjusted upward by \$326,840.01 to \$554,595.47.

• SEARCH	\$50,597.25
• Balmoral	\$161,903.51
• Myra	\$32,861.73
• Parsons Brinckerhoff	\$30,208.45
• GEC	\$51,269.07
 - e. The Allowance remain unchanged at \$105,606.80.
 - f. The total Maximum Limiting Amount is adjusted upward by \$1,167,571.27 to \$2,323,571.27

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

RS&H, INC.

Witness: _____
Print Name:

By: _____
Title:

Approved as to form and execution, only.

General Counsel for CFX

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Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

**OSCEOLA PARKWAY EXTENSION
(From SR 417 to the Sunbridge Parkway)**

Project Environmental Impact Report Re-evaluation

Contract # 001250

June 2018

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

OSCEOLA PARKWAY EXTENSION / FROM SR 417 TO THE SUNBRIDGE PARKWAY Project Environmental Impact Report Re-evaluation

This Exhibit forms an integral part of a Supplemental Agreement to the current agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and RS&H, Inc. (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

The Osceola Parkway Extension project involves a new expressway connection between SR 417 in the vicinity of Boggy Creek Road in Orange County and the proposed Sunbridge Parkway in Osceola County. The Osceola Parkway Extension has been an identified need in several local long-range plans and master plans. The Osceola County Expressway Authority (OCX) completed a PD&E Study in May 2017 for the Osceola Parkway Extension and presented a recommended alternative alignment. However, as part of an interlocal agreement, the OCX requested that the CFX incorporate portions of the OCX 2040 Master Plan into the CFX Visioning + 2040 Master Plan. The Osceola Parkway Extension was part of this agreement. The CFX recently completed a Concept, Feasibility, and Mobility (CF&M) Study for this connection and concluded the project is viable under CFX criteria. Prior to proceeding with design activities CFX has determined that a Project Environmental Impact Report Re-evaluation (RE-EVAL) will review and evaluate the OCX PD&E Study recommended alignment alternative in comparison with the alignment alternatives and findings of the CFX CF&M Study to assess and recommend the most appropriate alignment alternative for the Osceola Parkway Extension project.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, the CFX, the CFX's general engineering consultant (GEC), Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC), CDM Smith, and the CFX public involvement consultant (PIC), Quest Corporation of America.

The RE-EVAL process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition (June 2017). The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the applicable sections of the PD&E Manual, Project Environmental Impact Report (PEIR) requirements unless otherwise stated. In the event of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the results of the aforementioned previous studies as a foundation, this RE-EVAL will revisit the conclusions and recommendations to confirm a recommended alignment alternative. The work will include the review and preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic, and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, and interchange requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment.

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

STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the Osceola Parkway Extension. All factors related to the design and location of the facility must be considered including transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to perform a re-evaluation of the existing OCX Osceola Parkway Extension PEIR as well as, where necessary, update the CF&M documentation to prepare technical documents and reports regarding the preliminary engineering and design concept, existing and predicted conditions, typical sections, right-of-way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the proposed improvement.

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

1 STUDY REQUIREMENTS AND PROVISIONS FOR WORK

1.1 Governing Regulations

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

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

1.2 Key Personnel

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

1.3 Quality Control

The CONSULTANT shall establish and implement a QA/QC plan. This task also includes sub consultant review, response to comments, any resolution meetings if required, and preparation of submittals for review. 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 CFX may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

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

1.4 Correspondence

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

1.5 Submittals

The CONSULTANT shall provide (Draft and Final) copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals. Anticipated submittals for this study include but may not be limited to:

Provisions for Work:

Project Schedule
Public Involvement Plan
Quality Control Plan

Copies:

E
1
E

Engineering Items:

Typical Section Package	2
Location Hydraulics Report	2
Pond Siting Report	2
Geotechnical Assessment	2
Utility Assessment Package	2
Conceptual Right-of-Way Plans	2
Conceptual Design Roadway Plan Set	2
Draft Engineering Technical Document	3
Final Engineering Technical Document (Signed and Sealed)	10

Environmental Items:

Copies:

Advance Notification Package	N/A
Contamination Screening Evaluation Report	2
Natural Resource Evaluation	2
Cultural Resource Assessment Survey	2
Water Quality Impact Evaluation Report	2
Noise Study Tech Memo	2
Air Quality Report/Tech Memo	2
Public Workshop Meeting Summary	2
Draft Project Environmental Impact Report Re-evaluation	3
Final Project Environmental Impact Report Re-evaluation	10

E = Electronic Submittal – no hard copy required

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

2 PROJECT DESCRIPTION & OBJECTIVES

2.1 Project Description and Purpose & Need

2.1.1 Project Description

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare the project description. The CFX and GEC will review and approve the project description. The project description will be used in the appropriate engineering and environmental documents that support the RE-EVAL.

2.1.2 Purpose & Need

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare the Purpose & Need statement. The CFX and GEC will review and approve the project Purpose & Need statement. The Purpose and Need statement will be used in the appropriate engineering and environmental documents that support the RE-EVAL.

2.2 Project Requirements and Provisions for Work

2.2.1 Meetings and Presentations

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

- 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; and
- Explain the financial administration of the contract.

The CONSULTANT shall meet with the GEC and CFX as needed throughout the life of the project. These meetings will include progress and miscellaneous review and other coordination activities. The CONSULTANT should be prepared to meet with the GEC and /or CFX on a bi-monthly basis for progress meetings; therefore, sixteen (16) meetings are anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

2.2.2 Project Schedule

The study is expected to have an eight (8) month duration. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a detailed schedule of calendar milestones and deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

2.3 Coordination with Other Consultants and Entities

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

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

The CONSULTANT will be required to coordinate the study with all other studies and projects within the study area.

2.4 Contract Management

Contract Management efforts include tasks such as setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements, etc. Progress reports shall be delivered to the GEC in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

2.5 Additional Services

2.5.1 Alternative Corridor Evaluation

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall methodically review the previous OCX PD&E and CFX CF&M studies to confirm the most viable alignment alternative and most appropriate interchange locations. The CONSULTANT will develop an alignment alternative and interchange concepts that meet the CFX engineering criteria. In addition, the CONSULTANT will develop an alignment that avoids the current boundary of the Split Oak Forest Wildlife and Environmental Area (Split Oak). The Split Oak Avoidance Alternative shall also meet CFX engineering criteria.

2.5.2 Advance Notification – N/A

2.5.3 Scoping Meetings (EIS Only) – N/A

2.5.4 Notice of Intent (EIS Only) – N/A

2.5.5 Transit Coordination Plan – N/A

2.5.6 Miscellaneous Services – N/A

2.6 N/A

2.7 Optional Services – N/A

3 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 PIC shall coordinate and perform the appropriate level of public involvement for this project as outlined in the applicable sections of the PD&E Manual and the following sections. The CONSULTANT shall provide support to the PIC.

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

3.1 Public Involvement Plan & Data Collection

3.1.1 Public Involvement Plan and Web Site Development & Maintenance

The CONSULTANT, utilizing a template supplied by the PIC, will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC and PIC within twenty (20) working 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 RE-EVAL process. Obtaining stakeholder public consensus is the desired outcome of the PIP.

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.
- Preparation of meeting notes.

The CONSULTANT shall provide information about the study to the PIC for inclusion in the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the CFX prior to the Public Workshop Meeting.

3.1.2 Public Involvement Data Collection

The CONSULTANT, in coordination with the PIC, 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 project area.
- Interested parties, including:
 - i. Residents/property owners within 300 feet of the alternative alignments.
 - ii. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- Special interest groups

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

3.2 Scheduled Public Meetings

1) The CFX has determined that a public meeting will be required to provide adequate opportunities for the public to participate in the RE-EVAL process. A Public Workshop Meeting will be conducted to provide the public with information related to the alignment alternatives and the evaluation of the potential engineering, environmental and social impacts. The CONSULTANT shall provide all support to the PIC necessary for the CFX to hold or participate in the public meeting.

For the meeting, the CONSULTANT, in coordination with the PIC, shall prepare and/or provide support to the PIC in preparing:

- Scripts or agenda for meeting presentations.
- Handouts.
- Graphics for presentations.
- Meeting equipment set-up and tear-down.
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. Affected property owners includes those parcels that lie a minimum of 300 feet from the roadway right-of-way and any additional parcels that lie outside of the 300 foot buffer that may be impacted by any potential median modifications.
- The Public Workshop Meeting will also include a running PowerPoint presentation with scripted audio, in lieu of a live speaker.
- Responses to comments and/or inquiries received at meetings.

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

Additionally, at the request of the CFX, the CONSULTANT shall provide to the CFX displays including, but not limited to, the following:

- 1" =200' scale and/or 1" =400' scale concepts showing the most viable alternative.
- Available aerial photography of the study area
- A regional map

2) The CFX has determined that multiple ‘Presentations to Local MPOs and Associated Technical and Citizen Committees’ will be required to provide adequate opportunities for local entities to participate in the RE-EVAL process. Within thirty (30) working days after the Notice to Proceed meeting, the CONSULTANT will prepare and the PIC will distribute a Project Kick-Off Letter to the following organizations: FDOT, MetroPlan Orlando, local government agencies (including Osceola and Orange Counties), the East Central Florida Regional Planning Council, Central Florida Regional Planning Council, environmental regulatory agencies, public utility owners, and any group or individual that 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 proposed project. Typical information shall include: study team, project scope, project limits, schedule, and potential issues and concerns.

The CONSULTANT will also arrange for, prepare, and present a project kick-off presentation to the Osceola and Orange County commissions, and MetroPlan Orlando (and its technical committees as required) at their regularly scheduled meetings.

3) The CFX has determined that multiple ‘Coordination Meetings with Key Agencies’ will be required to provide adequate opportunities for agencies and stakeholders to participate in the RE-EVAL process. The CONSULTANT shall work with the PIC to establish a Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from the FDOT, Osceola County, Orange County, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG, each (a total of two [2] meetings) during the RE-EVAL process to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

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

4) In addition to scheduled public meetings, the CONSULTANT may be required to participate in ‘Other Public and Agency Meetings or Informal Meetings’ with the public, elected officials, or public agencies (MetroPlan Orlando, Orange County, Osceola County, neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days’ notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to thirty-two (32) such unscheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX Board and the MetroPlan Orlando Board.

3.3 Public Hearing - N/A

3.4 Comments and Coordination Report

The CONSULTANT shall provide all support to the PIC necessary for the completion of the Comments and Coordination Report.

3.5 Notification of Approved Environmental Document – N/A

3.6 Additional Public Involvement Requirements

1) The CONSULTANT shall provide support to the PIC in responding to general public correspondence.

2) As part of the overall study, and as needed preparation for the above noted meetings, the PIC shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PIC by providing appropriate information to include in the newsletters. Newsletters shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the newsletters will coincide with key project milestones as follows:

1. Kick-off Newsletter
2. Pre-Public Workshop Meeting Newsletter
3. Post-Public Workshop Meeting Newsletter

The PIC will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a standard right-of-entry letter via US Post Office mail delivery.

4 ENGINEERING ANALYSIS AND REPORTS

4.1 Review of Previous Studies - Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin review of existing data (the OCX PD&E and CFX CF&M studies documents) as well as perform collection of new data. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

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

4.2 Existing Conditions Analysis

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by the CFX, FDOT, Osceola County and Orange County, or any other agency. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for the Public Workshop Meeting displays, the Corridor Base Map(s), and Conceptual Design Plans.

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then analyze the existing facility and conditions for deficiencies. The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

4.3 Survey Coordination

4.3.1 Survey Design

The CONSULTANT shall be responsible for coordinating with CFX regarding project requirements (e.g., utilizing existing LiDAR data) and review of survey information.

4.3.2 Photogrammetry

The CONSULTANT shall use aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The most up-to-date existing available controlled aerial photography (from Orange & Osceola Counties, FDOT, or other entities) will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The CONSULTANT will recommend mapping scales for approval by CFX.

4.4 Geotechnical Investigation

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

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

4.5 Traffic Analysis

The CONSULTANT will coordinate with CFX and its T&RC to obtain all project traffic related information including travel demand forecasting, design traffic, and all operational analysis required for completion of the study.

4.5.1 thru 4.5.13 – N/A

4.5.14 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from the CFX T&RC.

4.5.15 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from the CFX T&RC.

4.5.16 Signalization Analysis

In coordination with the CFX, the T&RC shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The T&RC will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

4.6 Signage – N/A

4.7 Tolling Concepts – N/A

4.8 Safety

4.8.1 Crash Data

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.8.2 Safety Analysis – N/A

Assessment of historical crashes on the project.

4.8.3 Documentation of Safety Analysis – N/A

Documentation of findings from the safety analysis.

4.9 Utilities and Railroads

4.9.1 Utilities

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

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

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described the PD&E Manual.

4.9.2 Railroads

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update data on the location and potential crossings of all existing railroad lines within the study area. The CONSULTANT shall obtain data and information and, if necessary, meet with railroad owners concerning proposed rail line crossings, some of which may influence location/design considerations.

4.10 Roadway Analysis

4.10.1 Design Controls and Criteria

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

Development of this project will be guided by the basic design criteria as identified in Appendix A. The CONSULTANT, where applicable, shall inform the CFX and the GEC of recommended changes to this design criteria.

4.10.2 Typical Section Analysis

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine appropriate typical section alternatives for the project. These will include CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and incorporation of other desirable features.

4.10.3 Geometric Design

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine appropriate horizontal and vertical alignments for the project – including mainline, cross roads, and interchange ramps. The CONSULTANT will also develop an alignment alternative that avoids the Split Oak property and compare it against a refined OCX Recommended Alternative (Refined Alignment Alternative).

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine the evaluation of interchanges or intersections type in accordance with the applicable FDOT manuals and procedures. It also includes preliminary design of special intersection layouts such as roundabout and/or innovative intersections, where applicable.

4.10.5 Access Management

The CONSULTANT will ensure the appropriate entities are contacted and consulted and that access management standards are reflected within any alternative that effects the local roadway network.

4.10.6 Multimodal Accommodations

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then coordinate with transit and local government officials in order to determine what multimodal accommodations will be studied and evaluated as part of the project alternatives. This includes identifying the location of potential “Park and Ride” facilities, potential public transit stop operational or safety improvements, and potential multi-use trail crossing.

4.10.7 Maintenance of Traffic

The CONSULTANT will analyze the Refined Alignment Alternative and the Split Oak Avoidance Alternative for constructability and the ability to maintain traffic, as applicable. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

4.10.8 Lighting – N/A

4.11 Identify Construction Segments – N/A

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then analyze the advantage(s) of segmenting the project into implementable construction segments.

4.12 Transportation Systems Management and Operations – N/A

4.13 Structures

4.13.1 Existing Structures

The CONSULTANT shall first reference the OCX PD&E Recommended Alternative and CFX CF&M studies documents and then update the inventory of existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement, as required.

4.13.2 Structure Typical Sections

The CONSULTANT shall first reference the OCX PD&E Recommended Alternative typical sections and CFX CF&M studies documents and then update all appropriate structural typical section alternatives for the project. These will include the CFX’s standard typical sections, and any

typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

4.13.3 Structure Design Alternatives

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then show estimated bridge limits on the Refined Alignment Alternative and the Split Oak Avoidance Alternative.. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each bridge.

4.14 Drainage

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update hydraulic data as needed to assess constraints for the Refined Alignment Alternative and the Split Oak Avoidance Alternative. This effort will be coordinated with the CFX, FDOT Maintenance Department, Orange and Osceola Counties, and any other entities to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

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

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

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the refined alternative. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin will be identified, including the recommended alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report and pond shapes will be prepared in CADD format. The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall identify Seasonal High Water elevations using available geotechnical data.

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include: identify and list all existing cross drains for size, length and flow lines information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; perform preliminary analysis for proposed bridge improvements. The analysis includes 50-year, 100-year and 500-year stages in the river and flood stage increment compared to existing conditions for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis.

4.15 Landscaping Analysis – N/A

4.16 Construction and Right-of-Way Cost Estimates

4.16.1 Construction Cost Estimates

The CONSULTANT shall review and present a construction cost estimate for the OCX PD&E Recommended Alternative. The construction cost estimate for the OCX PD&E Recommended Alternative was re-evaluated as part of the CFX CF&M Study. The construction cost estimate for the OCX PD&E Recommended Alternative will be obtained from the Osceola Parkway Extension Cost Opinion Technical Memorandum (November 2017).

The CONSULTANT shall prepare a cost estimate for the Refined Alignment Alternative, the Split Oak Avoidance Alternative and the final Recommended Alternative.

4.16.2 Right-of-Way Cost Estimates

The CONSULTANT will review and present CFX with pertinent right-of-way information (existing/proposed & parcel take/remainder) for the OCX PD&E Recommended Alternative. The right-of-way cost estimate for the OCX PD&E Recommended Alternative was re-evaluated as part of the CFX CF&M Study. The right-of-way cost estimate for the OCX PD&E Recommended Alternative will be obtained from the Osceola Parkway Extension Cost Opinion Technical Memorandum (November 2017) and will be refined if necessary based on consultation with CFX.

The CONSULTANT will provide similar parcel impact information for both the Refined Alignment Alternative and the Split Oak Avoidance Alternative, shown on aerials as well as spreadsheet tables. GEC staff will prepare preliminary right-of-way costs.

4.17 Alternatives Evaluation

4.17.1 Comparative Alternatives Evaluation

Based on CFX direction, the CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare a Refined Alignment Alternative at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the Refined Alignment Alternative. Utilizing the Refined Alignment Alternative as a basis, the CONSULTANT will also develop a Split Oak Avoidance Alternative to a similar level of detail.

The Refined Alignment Alternative and the Split Oak Avoidance Alternative will be presented to the PAG and the EAG for review and input. Based on comments received from the PAG and the EAG, the CONSULTANT may further refine the presented alternatives and then identify the Recommended Alternative for the Osceola Parkway Extension.

The CONSULTANT will abstain from indicating preference between any proposed alternatives prior to the Public Workshop Meeting unless specifically requested to do so by the CFX.

The entire Alternatives Development and Evaluation process shall be documented by the CONSULTANT as part of the RE-EVAL.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate, and document

alternative sections such as, but not limited to, cantilever overhangs, mechanically stabilized earth (MSE) walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts, and maintenance-of-traffic will be considered, evaluated, and documented during this project phase.

The Refined Alignment Alternative and the Split Oak Avoidance Alternative will be developed to a point at which the following can be determined:

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

The CONSULTANT will then prepare an evaluation matrix, which will include the significant impacts and costs of the OCX PD&E Recommended Alternative, the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Impacts and costs (construction and right-of-way) for the OCX PD&E Recommended Alternative will be brought forward from the OCX PD&E Study. The No-Build Alternative will also be included in the matrix.

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

- Environmental impacts
- Socioeconomic impacts
- Hazardous material impacts
- Right-of-way impacts / costs
- Drainage impacts / costs
- Utility impacts / costs
- Construction costs
- Engineering costs

The CONSULTANT shall be prepared to present the Refined Alignment Alternative and the Split Oak Avoidance Alternative and their evaluation at the Public Workshop Meeting.

Subsequent to the Public Workshop Meeting the CONSULTANT will complete an evaluation and comparison of the alternatives. This will include engineering, environmental, and public input.

4.17.2 Selection of Recommended Alternative

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

4.18 Concept Plans

4.18.1 Base Map

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and review the aerial base maps prepared for the studies, then update or provide any additional information as required for the development and evaluation of the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Information to be checked and updated will include:

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

4.18.2 Alternative Concept Plans

The CONSULTANT will prepare alternative concept plans for the Refined Alignment Alternative and the Split Oak Avoidance Alternative.

At a minimum, the concept plans should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay concept plans on the base maps. The concept plans will be prepared at a scale of 1"=200'. In addition, the CONSULTANT will draw an overall location plan of the project alternative at a ratio of 1" = 100'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meetings

4.18.3 Preferred Alternative Concept Plan

Upon approval by the CFX of the Recommended Alternative, the CONSULTANT will develop the Recommended Alternative on the base maps at a scale of 1" = 100", or other agreed-upon appropriate scale, that includes refinements from the Public Workshop.

4.18.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's PD&E Manual.

4.18.5 Design Exceptions and Design Variations – N/A

4.19 Transportation Management Plan – N/A

4.20 Risk Management – N/A

4.21 Engineering Analysis Documentation

4.21.1 Engineering Technical Document

The CONSULTANT will prepare the Draft Engineering Technical Document for review and comment by the CFX and GEC. Following review by the CFX, the CONSULTANT will make this report available at the Public Workshop.

4.21.2 Final Engineering Technical Document

The Final Engineering Technical Document will be finalized after the Public Workshop Meeting.

4.22 Planning Consistency – N/A

4.22.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- Metro Plan Orlando Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- LYNX
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

4.23 Transit Systems and Service – N/A

5 ENVIRONMENTAL ANALYSIS AND REPORTS

5.1 Sociocultural Effects Evaluation or Report

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update, as necessary and to the appropriate level, additional environmental analysis of each community, cultural, natural or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual for Re-evaluations.

Environmental Documents prepared by the CONSULTANT for the RE-EVAL will comply with the re-evaluation procedures and format and include content described and listed in the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment by the GEC and CFX prior to producing final reports and documents. The environmental documents that are anticipated to be completed for the RE-EVAL are identified in Section 1.5.

5.1.1 Social Characteristics

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then conduct an overview of the study area to explore and update the socioeconomic issues, features, and activities that will influence the development of the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Socioeconomic features to be cataloged will include, but not be limited to:

- Schools
- Places of worship
- Community centers and parks
- Other public facilities
- Neighborhoods
- Specialized housing

The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the alternatives. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

The CONSULTANT will analyze and document potential socioeconomic impacts as part of the RE-EVAL, as detailed in the PD&E Manual.

5.1.2 Economic Characteristics

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update key community amenities and features within the study area. The CONSULTANT shall also document how public comments, ideas and concerns have been addressed as part of the project. Alternatives proposing new roadway alignments and new traffic patterns can greatly alter access/ease of access to local businesses and should be discussed in detail within the RE-EVAL supporting information.

5.1.3 Land Use Changes

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then review and update existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use as compared to existing land uses (taking into account current plans, known future plans, and the ongoing roadway improvement).

5.1.4 Mobility

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then review and update current mobility options for local traffic and pedestrians to access area

businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

5.1.5 Aesthetics

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities, and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

5.1.6 Relocation Potential

The CONSULTANT shall collect the data and develop right-of-way parcel impact maps and spreadsheet tables. The GEC will provide the right-of-way cost estimate. No Conceptual Stage Relocation Plan will be prepared as part of this study.

5.2 Cultural Resources

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then, if necessary, prepare a Research Design and Survey Methodology that determines the Area of Potential Effect (APE), including potential pond sites, for the project.

5.2.1 Archaeological and Historical Resources

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then provide a cultural resource assessment for the project, which shall include coordination with FDOT and SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all cultural and historic resources and prepare a Cultural Resource Assessment Request Package as described in the PD&E Manual.

5.2.2 Recreational/ Section 4(f)

It is anticipated that Section 4(f) criteria will not apply to this project. Recreational areas will be identified as part of Section 5.1.

5.3 Natural Resources

5.3.1 Wetlands

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then update all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with the PD&E Manual.

5.3.2 Essential Fish Habitat

The CONSULTANT shall collect all data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

5.3.3 Wildlife and Habitat

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

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

5.3.4 Natural Resource Evaluation (NRE) Report

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then obtain all biological information needed to prepare a NRE of the project where endangered or threatened species are identified. The CONSULTANT will prepare a NRE for the project in accordance with the PD&E Manual.

5.3.5 Water Quality

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

5.3.6 Special Designation

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update all data necessary to perform and assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with the PD&E Manual.

5.3.7 Identify Permit Conditions

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions and type of permits required.

5.3.8 Farmlands

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then confirm and document that there are no farmland impacts associated with this project in accordance with the PD&E Manual.

5.4 Physical Effects

5.4.1 Noise

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then collect all data necessary to re-evaluate the previous noise study in accordance with the PD&E Manual. This task will include a qualitative corridor analysis which will be conducted to provide a comparative assessment of noise impacts for the OCX Recommended Alternative, the Refined Alignment Alternative and the Split Oak Avoidance Alternative. The assessment will be documented in a Noise Study Technical Memorandum.

5.4.2 Transit Noise and Vibration Analysis – N/A

5.4.3 Air Quality

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual, as applicable. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

5.4.4 Construction Impact Analysis

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then address potential construction impacts associated with this project in accordance with the PD&E Manual.

5.4.5 Contamination

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update all data necessary to perform the Contamination Screening Evaluation in accordance with the PD&E Manual.

5.5 Cumulative Effects Evaluation – N/A

5.6 Project Commitments Record

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then detail the project commitments that will be documented in the Commitments section of the RE-EVAL.

- 6 ENVIRONMENTAL DOCUMENT**
- 6.1 Categorical Exclusion Type II – N/A**
- 6.2 Environmental Assessment – N/A**
- 6.3 Finding of No Significant Impact (FONSI) – N/A**
- 6.4 Draft Environmental Impact Statement (DEIS) – N/A**
- 6.5 Final Environmental Impact Statement (FEIS) – N/A**
- 6.6 Record of Decision (ROD) – N/A**
- 6.7 Combined FEIS/ROD – N/A**
- 6.8 Project Environmental Impact Report (PEIR) – N/A**
- 6.9 Project Environmental Impact Report (PEIR) Re-evaluation (RE-EVAL)**

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare a Draft RE-EVAL in accordance with the PD&E Manual, as applicable. The Draft RE-EVAL will be forwarded for review and comment by the CFX and GEC. Following review by the GEC and the CFX, the CONSULTANT will prepare the Final RE-EVAL after all other technical documents and reports have been finalized. The Final RE-EVAL will be made available to the public.

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes. The author argues that a one-size-fits-all approach to education is not only ineffective but also disrespectful to the diverse cultures of our world.

In the second part, the author explores the challenges of conducting research in non-Western contexts. One major challenge is the lack of standardized data collection methods. What works in one culture may not work in another. For example, the use of surveys and questionnaires, which are common in Western research, may not be appropriate in cultures where oral tradition is more prevalent. The author suggests that researchers should adopt a more flexible and participatory approach, involving community members in the research process.

The third part of the paper focuses on the ethical considerations of cross-cultural research. It emphasizes the importance of obtaining informed consent from participants, which may require a different understanding of what consent means in different cultures. The author also discusses the potential for research to be used in ways that could harm the community, and argues that researchers have a responsibility to ensure that their work benefits the community it is studying.

Finally, the author concludes by calling for a more inclusive and equitable approach to research. This means recognizing the contributions of researchers from all cultures and backgrounds, and ensuring that research findings are shared and used in ways that promote the well-being of all people. The author believes that only through such a commitment to inclusivity and equity can we hope to truly understand and improve the world we live in.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 12, 2018

SUBJECT: Approval of Supplemental Agreement No. 1 with Kimley-Horn and Associates, Inc.
for the Project Development & Environment (PD&E) Study of the Poinciana Parkway
Extension
Project 599-224, Contract No. 001251

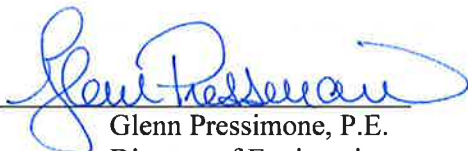
Board approval is requested for Supplemental Agreement No. 1 with Kimley-Horn and Associates, Inc. in the not-to-exceed amount of \$1,319,356.97.

Approval of the findings for the Concept, Feasibility and Mobility Study of the Poinciana Parkway Extension, and authorization for staff to initiate a Project Development & Environment (PD&E) Study was granted at the March Board Meeting. This Supplemental Agreement provides Kimley-Horn and Associates, Inc. authorization to perform a PD&E Study of the Poinciana Parkway Extension.

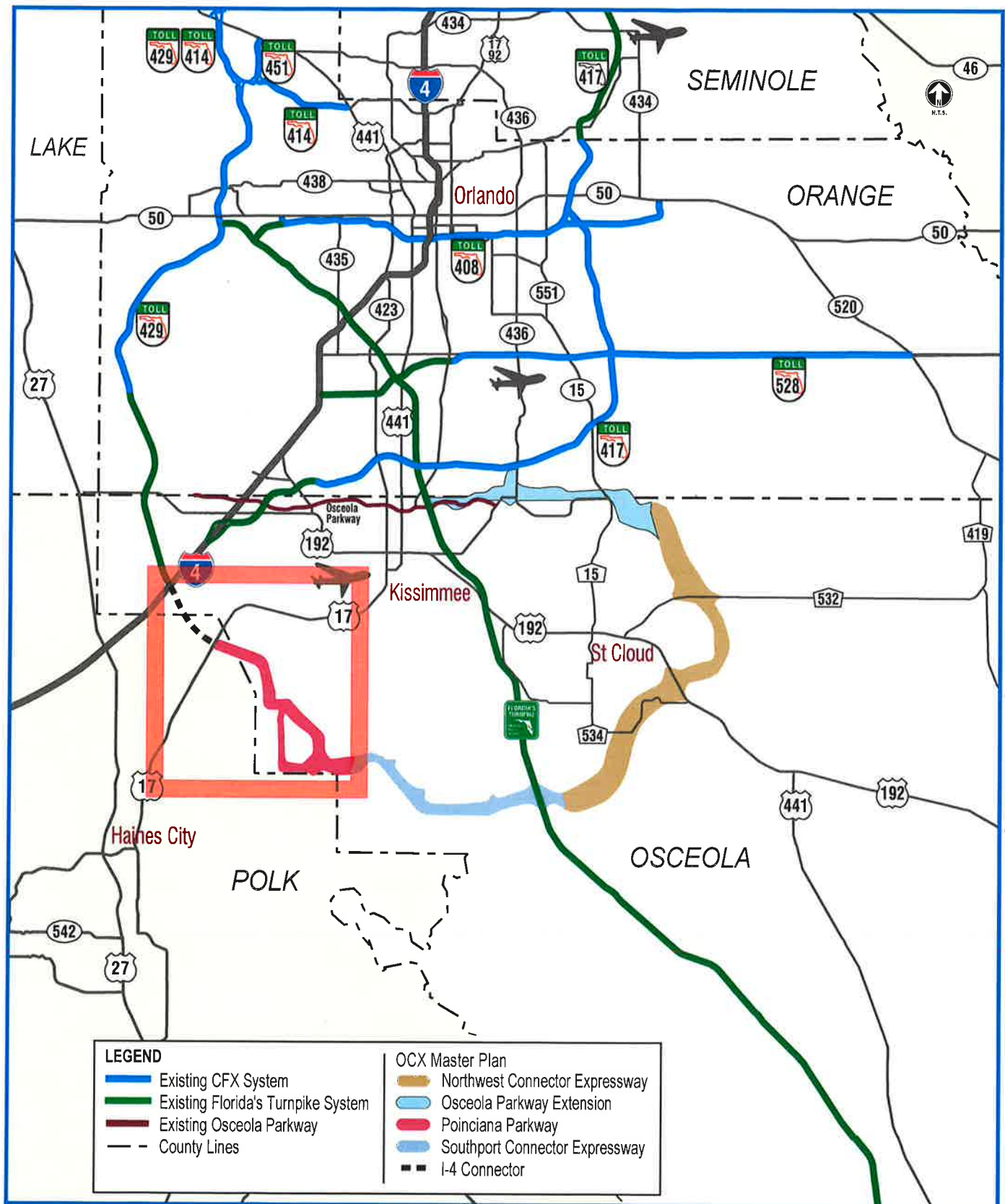
Original Contract Amount	\$1,271,000.00
Amount of Supplemental Agreement No. 1	<u>\$1,319,356.97</u>
Total Revised Contract Amount	\$2,590,356.97

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

Reviewed by:


Glenn Pressimone, P.E.
Director of Engineering







MEMORANDUM

Date: June 6, 2018
To: Glenn Pressimone, PE CFX Director of Engineering
From: Jonathan Williamson, AICP Dewberry Project Manager *JW*
Subject: Project Development & Environment Study - Contract 001251
Poinciana Parkway Extension (SR 538)
CFX Project No. 599-224
Kimley-Horn Supplemental Agreement No. 1

Comments:

I have reviewed Supplemental Agreement No. 1 submitted by Kimley-Horn & Associates, Inc. provided to us on June 5, 2018 for the Poinciana Parkway Extension (SR 538) Project Development & Environment (PD&E) Study (CFX Project No. 599-224). This requested supplemental agreement is to provide professional services to perform a PD&E Study and prepare a Project Environmental Impact Report (PEIR).

The supplemental agreement request is attached and costs are detailed below:

\$ 935,949.13 in Prime Cost
\$ 383,407.84 in Subconsultant Cost
\$ 1,319,356.97 Total Requested

The total man hours for each task are reasonable and acceptable and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$1,319,356.97.

Should you have questions or need additional information, please call me at 321-354-9614 or e-mail at jwilliamson@dewberry.com.

cc:

Keith Jackson, PE Dewberry Program Manager
File



June 5, 2018

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

RE: *Poinciana Parkway Extension*
Project Development and Environmental Study
Contract No. 001251, Supplemental Agreement 1

Dear Mr. Pressimone:

Kimley-Horn and Associates, Inc. is pleased to submit the attached scope of services and fee proposal to provide the services required for this contract as a supplemental to Contract No. 001251.

The services to be provided under this Contract include conducting a Project Development and Environment (PD&E) study of the Poinciana Parkway Extension, from the north end of the existing Poinciana Parkway bridge over the Reedy Creek Mitigation Bank, to C.R. 532. The study is scheduled to be completed within seventeen months from notice to proceed. The estimated fee for this study is detailed in the attached tables and totals \$1,319,356.97.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Clifton Tate".

S. Clifton Tate, P.E.
Senior Vice President

Enclosures

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

**Concept, Feasibility and Mobility Study for the Poinciana Parkway
Extension / I-4 Connector**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of KIMLEY-HORN & ASSOCIATES, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 9th Day of March 2017, provides that in the event that CFX shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S June 5, 2018 correspondence to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upward by \$917,102.72 to \$1,735,689.01.
 - b. The Direct Expenses (Lump Sum) are adjusted upward by \$18,182.41 to \$31,323.60.
 - c. The Other Direct Expenses (Limited Amount) are adjusted upward by \$664.00 to \$664.00.
 - d. The Subcontract Items are adjusted upward by \$383,407.84 to \$706,434.86.

• Inwood	\$198,699.27
• Balmoral	\$92,492.90
• Ardaman	\$5,801.66
• SEARCH	\$65,474.34
• Modica	\$20,939.67
 - e. The Allowance remain unchanged at \$116,245.50.
 - f. The total Maximum Limiting Amount is adjusted upward by \$1,319,356.97 to \$2,590,356.97

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

KIMLEY-HORN & ASSOCIATES, INC.

Witness: _____

Print Name:

By: _____

Title:

Approved as to form and execution, only.

General Counsel for CFX

R:\Departments\Engineering\General\OCX Corridor Studies\Kimley-Horn 001251\Supplemental Agreenemts\Kimley-Horn-599-224 - SA1.doc

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

**POINCIANA PARKWAY EXTENSION (S.R. 538)
(Poinciana Parkway to C.R. 532)**

Project Development and Environment (PD&E) Study

Contract # 001251

May 2018

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

POINCIANA PARKWAY EXTENSION (SR 538) (Poinciana Parkway to C.R. 532) PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

This Exhibit forms an integral part of a Supplemental Agreement to the current agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

A new expressway connection between Poinciana Parkway (at the northern end of the Reedy Creek Mitigation Bank bridge) and Interstate 4 (I-4) in Osceola County has been an identified need in several local long-range plans and master plans. CFX recently completed a Concept, Feasibility, and Mobility Study for this connection and concluded that the project is viable and a PD&E study should be conducted to determine the recommended alignment. The PD&E study will build upon the Concept, Feasibility, and Mobility Study. A phased implementation is anticipated with the first segment to extend the Poinciana Parkway to C.R. 532. A later phase will provide a connection to I-4, either at S.R. 429 or at C.R. 532.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, CFX, the CFX's general engineering consultant (GEC) Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC) CDM Smith and the CFX public involvement consultant (PIC) Quest.

The Project Development process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, Project Environmental Impact Report (PEIR) unless otherwise stated. In the event of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the results of the previous studies as a foundation, this study will revisit the conclusions and recommendations to confirm a preferred alternative. The work will include the preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, interchange and intersection requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

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

STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the Poinciana Parkway Extension (SR 538) (Poinciana Parkway to C.R. 532) roadway. All factors related to the design and location of the facility must be considered including transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

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

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

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

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

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines

- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Notice to Proceed Meeting/Scoping Meeting

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

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

Key Personnel

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

Correspondence

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

Submittals

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

<u>Provisions for Work:</u>	<u>Copies:</u>
Quality Control Plan	2
Project Schedule	2
 <u>Engineering Items:</u>	 <u>Copies:</u>
Corridor Analysis Memorandum	2

First Draft Preliminary Engineering Report	2
Final Preliminary Engineering Report (Signed and Sealed)	4
Location Hydraulics Report	2
Pond Siting Report	2
Conceptual Design Roadway Plan Set	2
Conceptual Right-of-Way Plans	2
Geotechnical Report	2
Typical Section Package	2
Utility Assessment Package	2

Environmental Items:

Copies:

Advance Notification Package	2
Public Involvement Plan	2
Project Environmental Impact Report	4
Noise Study Report	2
Air Quality Report/Tech Memo	2
Contamination Screening Evaluation Report	2
Public Hearing Transcript	2
Natural Resource Evaluation	2
Cultural Resource Assessment Survey	2
Water Quality Impact Evaluation Report	2

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

Coordination with other Entities

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

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

The CONSULTANT will be required to coordinate the study with all other studies and projects within the study area, including, but not limited to, the I-4 Beyond the Ultimate PD&E and design being performed by FDOT District 5.

Project Schedule

The PD&E Study is expected to have a seventeen (17) month duration. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

Quality Control

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

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

Project Management, Meetings and Coordination

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-monthly basis for progress meetings; therefore, thirty (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 the CFX in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

1 PUBLIC INVOLVEMENT

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

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

1.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within twenty (20) working days following the Notice to Proceed meeting.

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

The CONSULTANT shall perform activities necessary to support the PIP including, but not limited to the following:

- a. Identification of stakeholders and interested parties.
- b. Preparation of meeting notes.

1.2 Mailing List

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

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

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

1.3 Notice of Intent (N/A)

1.4 Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter in accordance with the PD&E Manual for the CFX's Executive Director or designee to submit to the State Clearing House. The CONSULTANT shall distribute the Advance Notification package to all appropriate agencies within twenty (20) working days of the Notice to Proceed meeting.

1.5 Scheduled Public Meetings

The CFX has determined that multiple public meetings will be required to provide adequate opportunities for the public to participate in the PD&E Study. The CONSULTANT shall provide to the PIC all support necessary for the CFX to hold or participate in three (3) public meetings, as listed below:

- A. Public Kick-off Meeting (General study overview, area, schedule, issues, etc.)
- B. Alternatives Public Workshop (Viable alternatives, evaluation, impacts, etc.)
- C. Public Hearing (Recommended Alternative)

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

- a. Scripts or agenda for presentation.
- b. Graphics for presentation.

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

1.5.1 Project Advisory Committees

The CONSULTANT shall work with the PIC to establish a PD&E Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from the FDOT Districts 1 and 5, Osceola County, Polk County, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each (a total of six [6] meetings) during the PD&E Study to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

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

1.5.2 Officials Project Kick-Off

Within thirty (30) working days after the Notice to Proceed meeting, the CONSULTANT will prepare and the PIC will distribute a Project Kick-Off Letter to the following organizations: FDOT Districts 1 and 5, MetroPlan Orlando, Polk Transportation Planning Organization (TPO), local government agencies, the East Central Florida Regional Planning Council, Central Florida Regional Planning Council, environmental regulatory agencies, public utility owners, and any group or individual that 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 proposed project. Typical information shall include: study team, project scope, project limits, schedule, and potential issues and concerns.

The CONSULTANT will also arrange for, prepare, and present a project kick-off presentation to the Osceola and Polk County commissions, MetroPlan Orlando and the Polk TPO boards (and technical committees as required) at their regularly scheduled meetings.

1.6 **Unscheduled Public Meetings**

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

Additionally, the CONSULTANT will be prepared to present to the CFX Board, the MetroPlan Orlando Board, and the Polk TPO Board prior to the three milestone meetings.

1.7 **Public Hearing**

The PIC and CONSULTANT shall provide all support necessary for the CFX to hold or participate in one (1) public hearing, as described in section 1.5 of this document.

1.8 **LDCA - N/A**

1.9 **Special Public Involvement Requirements**

1.9.1 **Project Information Line/General Public Correspondence**

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

1.9.2 **Project Newsletters**

The PIC shall prepare and distribute four (4) project newsletters which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PIC by providing appropriate information to include in the newsletters. Newsletters shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the four newsletters will coincide with key project milestones as follows:

- a. Kick-off Meeting Newsletter
- b. Pre-Alternatives Public Workshop Newsletter
- c. Pre-Public Hearing Newsletter
- d. Post-Public Hearing Newsletter

The PIC will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a standard right-of-entry letter via US Post Office mail delivery.

1.9.3 Project Webpage

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

1.9.4 In-House Displays

The CONSULTANT shall maintain within its office a viewing area where interested parties may inspect displays including, but not limited to, the following:

- a. 1" = 200' scale and/or 1" = 400' scale concepts showing all alternatives
- b. Available aerial photography of the study area
- c. A regional map

A representative within the CONSULTANT's office shall be available to assist interested parties and answer questions dealing with the project. Questions which the CONSULTANT is unable to answer shall be referred to the CFX. Upon consultation with the CFX, the CONSULTANT shall draft responses to the questioning parties which shall be endorsed and distributed by the CFX.

The CONSULTANT also agrees to supply duplicates of the 1" = 200' scale concepts and the 1" = 400' scale concepts for display in the CFX's office.

2 ENGINEERING ANALYSIS AND REPORTS

2.1 Data Collection

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

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

2.2 Field Review

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

2.3 Survey Coordination

The CONSULTANT shall use aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of

information used to convey project considerations to the public at public meetings. The GEC shall be responsible for coordinating with CFX regarding project requirements, review of survey data and scheduling. Existing available controlled aerial photography will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The GEC will recommend mapping scales for approval by CFX. The GEC will provide the CONSULTANT with the most recently available aerials to be used for the study.

2.4 Geotechnical

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

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

2.5 Traffic

The CONSULTANT will coordinate with CFX and obtain all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

2.5.1 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from CFX

2.5.2 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from CFX

2.5.3 Signalization Analysis

In coordination with the CFX, the T&RC shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The T&RC will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

2.6 Safety

The CONSULTANT shall obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

2.7 Utilities and Railroads

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

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

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 21 of the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

2.8 Needs

2.8.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- a. Metro Plan Orlando Long Range Transportation Plan
- b. Polk TPO Long Range Transportation Plan
- c. Osceola County Comprehensive Plan
- d. Polk County Comprehensive Plan
- e. LYNX
- f. Non-motorized modes, including bikeways and pedestrian walkways
- g. Other applicable transportation plans

2.8.2 Analysis of Existing Conditions

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

2.8.3 Purpose and Need

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

2.9 Corridor Analysis

2.9.1 Corridor Identification

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall methodically review the previous studies to confirm a recommended corridor and to determine if other viable corridors exist within which alternative alignments should be developed. The corridor analysis shall be performed in accordance with the PD&E Manual and shall be documented in the Corridor Analysis Memorandum.

such as, but not limited to, cantilever overhangs, retained earth walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts and maintenance-of-traffic will be considered, evaluated and documented during this project phase.

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

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

2.10.4 Access Management

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

2.10.5 Identify Construction Segments

The CONSULTANT shall make a preliminary review of feasible segments for construction projects within the project in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvements.

2.11 Structures

2.11.1 Existing Structure Characteristics

The CONSULTANT shall inventory and research existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement.

2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

2.11.3 Structures Design Alternatives

The CONSULTANT will show estimated bridge limits on the Viable Alternative concepts. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each viable alternative bridge.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of the viable corridor(s).

2.10 Roadway

2.10.1 Existing Roadway Characteristics

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by CFX, FDOT Districts 1 and 5, Osceola County and Polk County. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

2.10.2 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical section alternatives for the project. These will include CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way, and incorporating of other desirable features.

2.10.3 Roadway Design Alternatives

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

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

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

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

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

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate and document alternative sections

2.12 Drainage

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternatives. This effort will be coordinated with CFX, the FDOT Districts 1 and 5 Maintenance Departments and Osceola and Polk Counties to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

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

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

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the viable alternates. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin will be identified, including the recommended alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report and pond shapes will be prepared in CADD format. . The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall identify Seasonal High Water elevations using available geotechnical data

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

2.13 Concept Plans

2.13.1 Prepare Base Map for Conceptual Plans

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

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

- f. Plot new data as it becomes available to keep base maps up to date.

2.13.2 Alternative Concept Plan

The CONSULTANT will prepare alternative concept plans. At a minimum, the concept plans should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay concept plans on the base maps. The concept plans will be prepared at a scale of 1"=200'. In addition, the CONSULTANT will draw an overall location plan of the project alternative at a ratio of 1" = 100'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

2.13.3 Preferred Alternative Concept Plans

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

2.14 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Design Manual.

2.15 Design Exception and Variation (N/A)

2.16 Multi-Modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternatives. This includes identifying the location of potential "Park and Ride" facilities, potential public transit stop operational or safety improvements, and potential multi-use trail crossing.

2.17 Park and Ride Lots

See 2.16

2.18 Maintenance of Traffic

The CONSULTANT will analyze the design alternatives for constructability and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

2.19 Comparative Analysis and Evaluation

The CONSULTANT will prepare an evaluation matrix, which will include the significant impacts and costs of each Viable Alternative being considered. The No-Build Alternative will also be included in the matrix.

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

- a. Construction Costs
- b. Right-of-way impacts

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

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

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

2.20 Selection of Recommended Alternatives

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

2.21 Value Engineering (N/A)

2.22 Risk Management (N/A)

2.23 Construction Cost Estimate

The CONSULTANT shall prepare a construction cost estimate for three pre-final alternatives and one for the recommended alternative.

2.24 Right-of-Way Cost Estimate

The CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for each viable alternative shown on aerials as well as spreadsheet tables. GEC staff will prepare preliminary R/W costs.

2.25 Preliminary Engineering Report (PER)

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

2.26 Other Engineering Services

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

2.27 Quality Assurance/Quality Control

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

3 ENVIRONMENTAL ANALYSIS AND REPORTS

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

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

3.1 Land Use Changes

The CONSULTANT shall review existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with Part 2, Chapter 4, of the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use, compared to existing (taking into account current plans and the ongoing roadway improvement).

3.2 Socioeconomic Characteristics

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

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

The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the alternatives. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

The CONSULTANT will perform and document a Community Impact Assessment in accordance with Part 2, Chapter 4 of the PD&E Manual.

3.3 Economic

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

3.4 Mobility

The CONSULTANT shall review and analyze current mobility options for local traffic and pedestrians to access area businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

3.5 Aesthetics

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with Part 2, Chapter 5 of the PD&E Manual.

3.6 Relocation Potential (N/A)

3.7 Archaeological and Historical Resources

The CONSULTANT will provide a cultural resource assessment for the recommended alternative, which shall include coordination with FDOT Districts 1 and 5, and SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all cultural and historic resources and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 4, of the PD&E Manual.

3.8 Recreational/ Section 4(f)

Section 4(f) is not applicable. Recreational areas will be identified as part of 3.2.

3.9 Wetlands and Essential Fish Habitat

The CONSULTANT will collect all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with Part 2, Chapter 9 of the PD&E Manual.

The CONSULTANT shall collect all data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

3.10 Water Quality

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

3.11 Special Designation

The CONSULTANT shall collect all data necessary to perform and assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with Part 2, Chapters 9 and 12 of the PD&E Manual.

3.12 Wildlife and Habitat

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

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

The CONSULTANT will obtain all biological information needed to prepare a Natural Resources Evaluation of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Natural Resources Evaluation for the project in accordance with Part 2, Chapter 16 of the PD&E Manual.

3.13 Identify Permit Conditions

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

3.14 Farmlands

The CONSULTANT will confirm and document that there are no farmland impacts associated with this project in accordance with Part 2, Chapter 6 of the PD&E Manual.

3.15 Noise

The CONSULTANT shall collect all data necessary to perform the noise impact analysis in accordance with the PD&E Manual. The noise analysis will be conducted in accordance with Chapter 18 of Part 2 of the FDOT PD&E Manual. This task will include a qualitative corridor analysis which will be conducted to provide a comparative assessment of noise impacts for up to three corridor alternatives. Develop Traffic Noise Model input data and evaluate the existing conditions, the No-Build Alternative and one Build Alternative. Conduct detailed traffic noise barrier analyses for Noise Sensitive Areas (NSAs) within

300 feet of the project corridor. Prepare traffic data from project's DTTM for noise analysis. The CONSULTANT shall prepare a comprehensive Tech Memo in lieu of a full Noise Study Report.

3.16 Air Quality

The CONSULTANT shall collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with Part 2, Chapter 19 of the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

3.17 Construction Impact Analysis

The CONSULTANT will address potential construction impacts associated with this project in accordance with Part 2, Chapter 3 of the PD&E Manual.

3.18 Contamination

The CONSULTANT shall collect all data necessary to perform the Contamination Screening Evaluation in accordance with Part 2, Chapter 20, of the PD&E Manual.

3.19 Class of Action Determination (N/A)

3.20 Type II Categorical Exclusion (N/A)

3.21 PEIR

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

3.22 Environmental Assessment (N/A)

3.23 FONSI (N/A)

3.24 Draft EIS (N/A)

3.25 Final EIS (N/A)

3.26 Quality Assurance/ Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings, if required.

4 MISCELLANEOUS

4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the GEC in a format as prescribed by CFX and no less than 5 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Within ten (10) calendar days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with CFX as needed throughout the life of the project. It is anticipated 30 bi-monthly progress meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with CFX.

4.3 Additional Services – N/A

F. 4.



SR 408 EASTERN EXTENSION PD&E STUDY

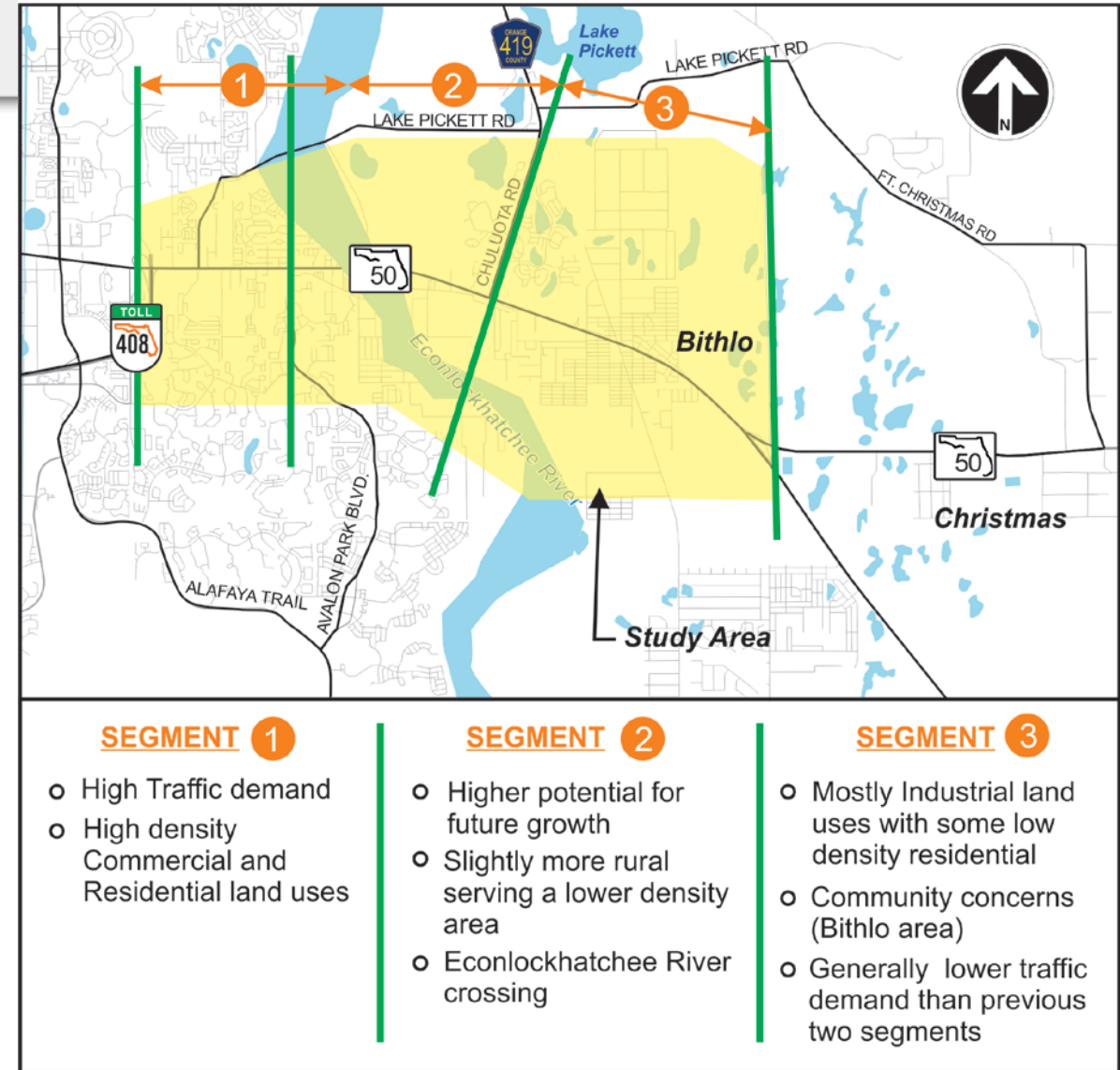
Glenn Pressimone, Director of Engineering

— June 29, 2018 —

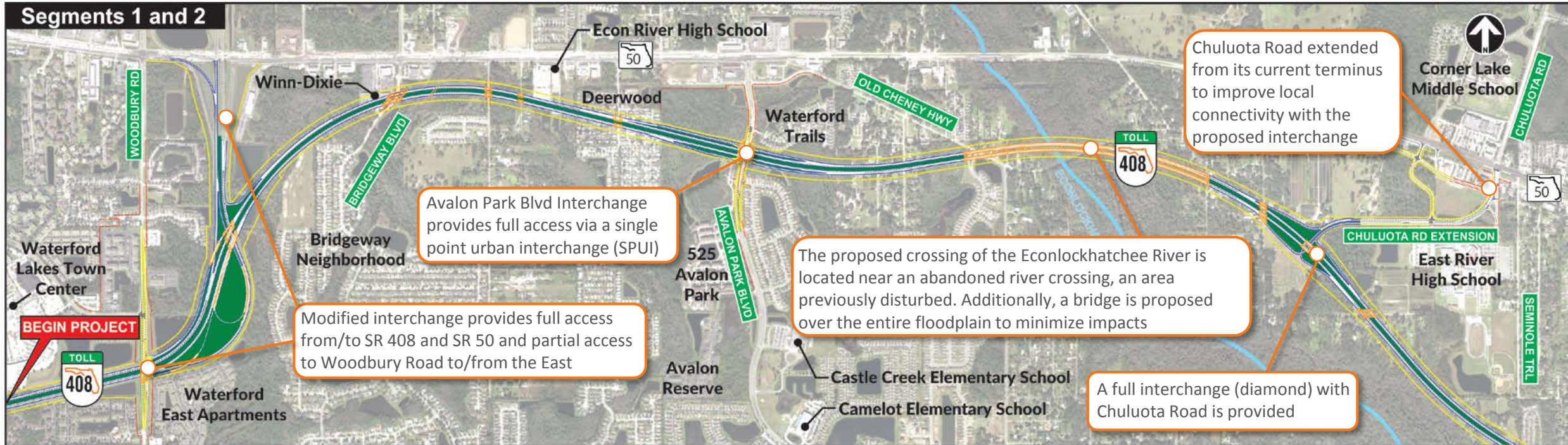
Project Segments

Study Area was divided into three (3) segments
Each segment has unique characteristics and differences in environmental, operational and access features

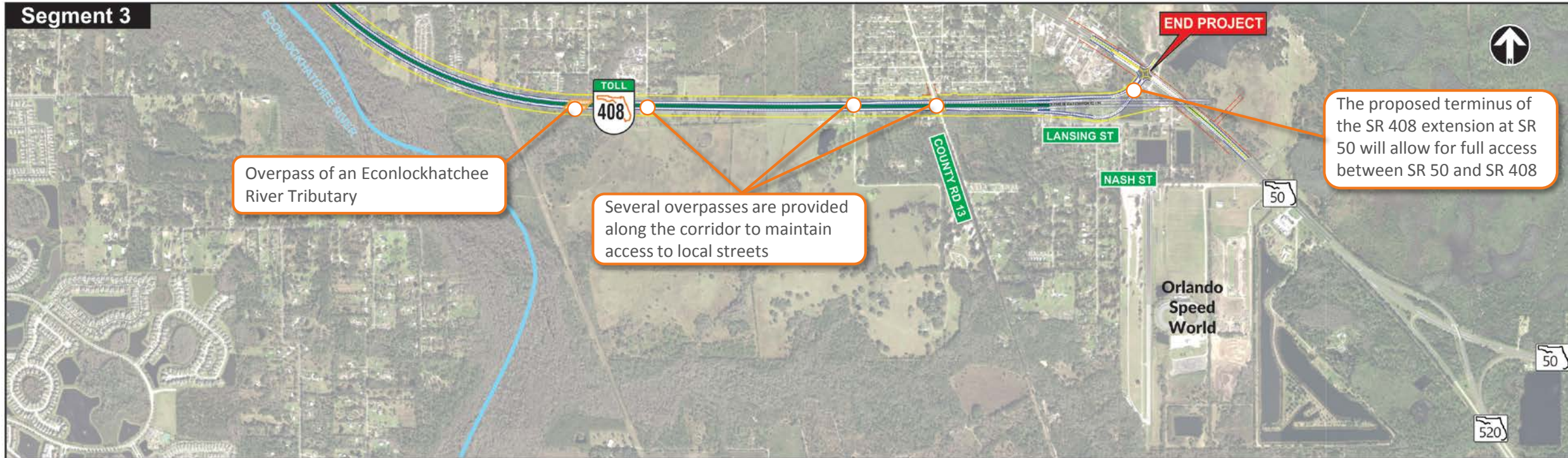
- **Segment 1:** from SR 408 to Avalon Park Blvd
- **Segment 2:** from Avalon Park Blvd to Chuluota Rd
- **Segment 3:** from Chuluota Road to SR 520



Recommended Preferred Alternative



Recommended Preferred Alternative



Estimated Project Cost

COST	SEGMENT 1	SEGMENT 2	SEGMENT 3
Construction Cost	\$130,179,000	\$149,412,000	\$90,708,000
Engineering/Administration/Legal (24%)	\$31,243,000	\$35,859,000	\$21,770,000
Right-of-Way	\$91,300,000	\$64,300,000	\$44,400,000
Mitigation	\$6,196,000	\$3,873,000	\$5,228,000
Toll Collection Equipment	\$1,260,000	\$1,260,000	\$1,260,000
Segment Total	\$260,178,000	\$254,704,000	\$163,366,000
TOTAL ESTIMATED PROJECT COST		\$678,248,000	

Public Hearing Summary

Public Hearing April 26, 2018

East River High School from 5:30 pm – 7:30 pm
650 East River Falcons Way
Orlando, FL 32833

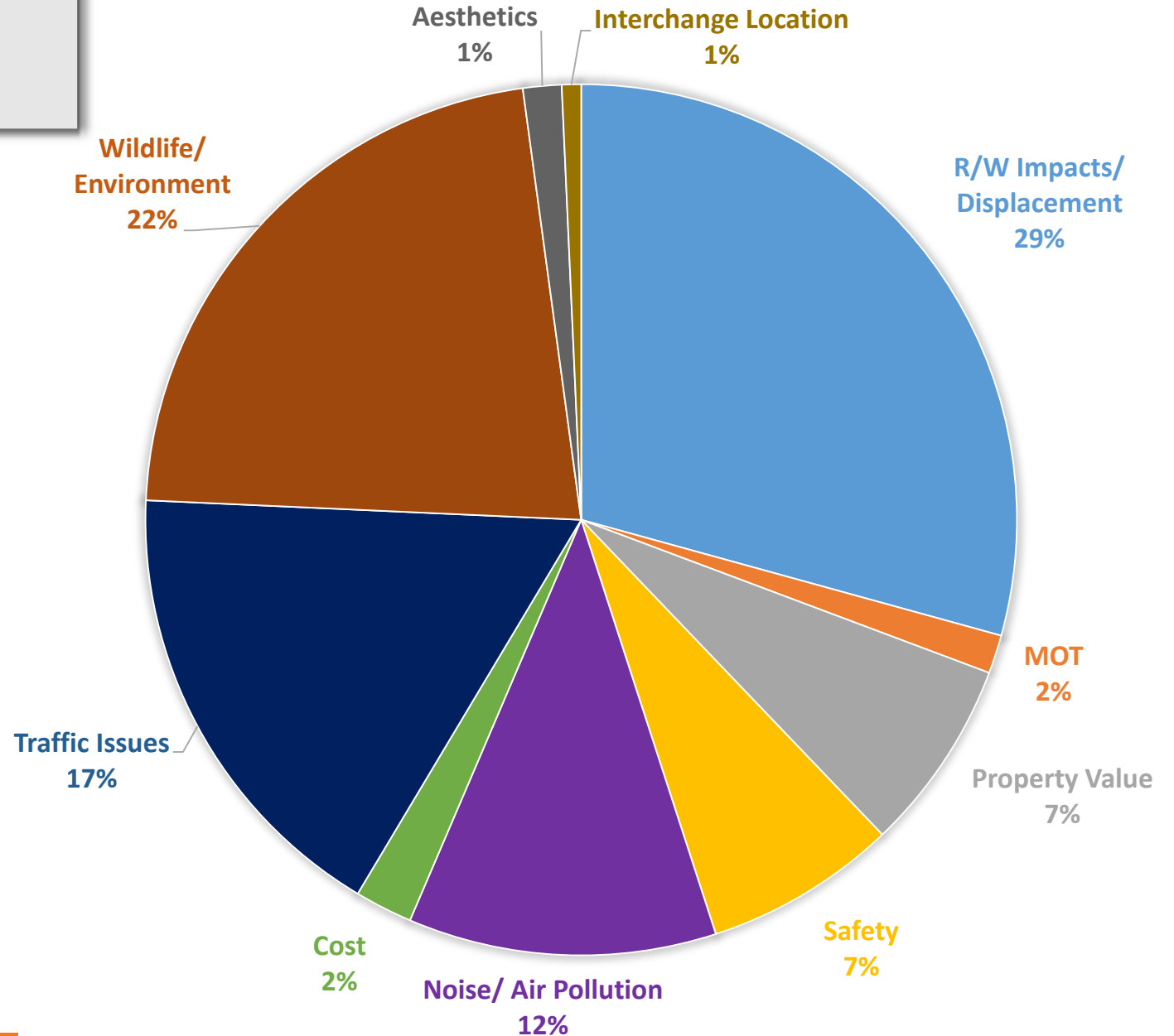
- The draft project documents and other information was available for public review from April 5, 2018 to April 26, 2018 at CFX Headquarters and the Orange County Library – Alafaya Branch
- Comment period was open for 10 days following the public hearing until May 7, 2018
- More than 600 attendees
- 136 written and verbal comments received



Public Hearing Summary

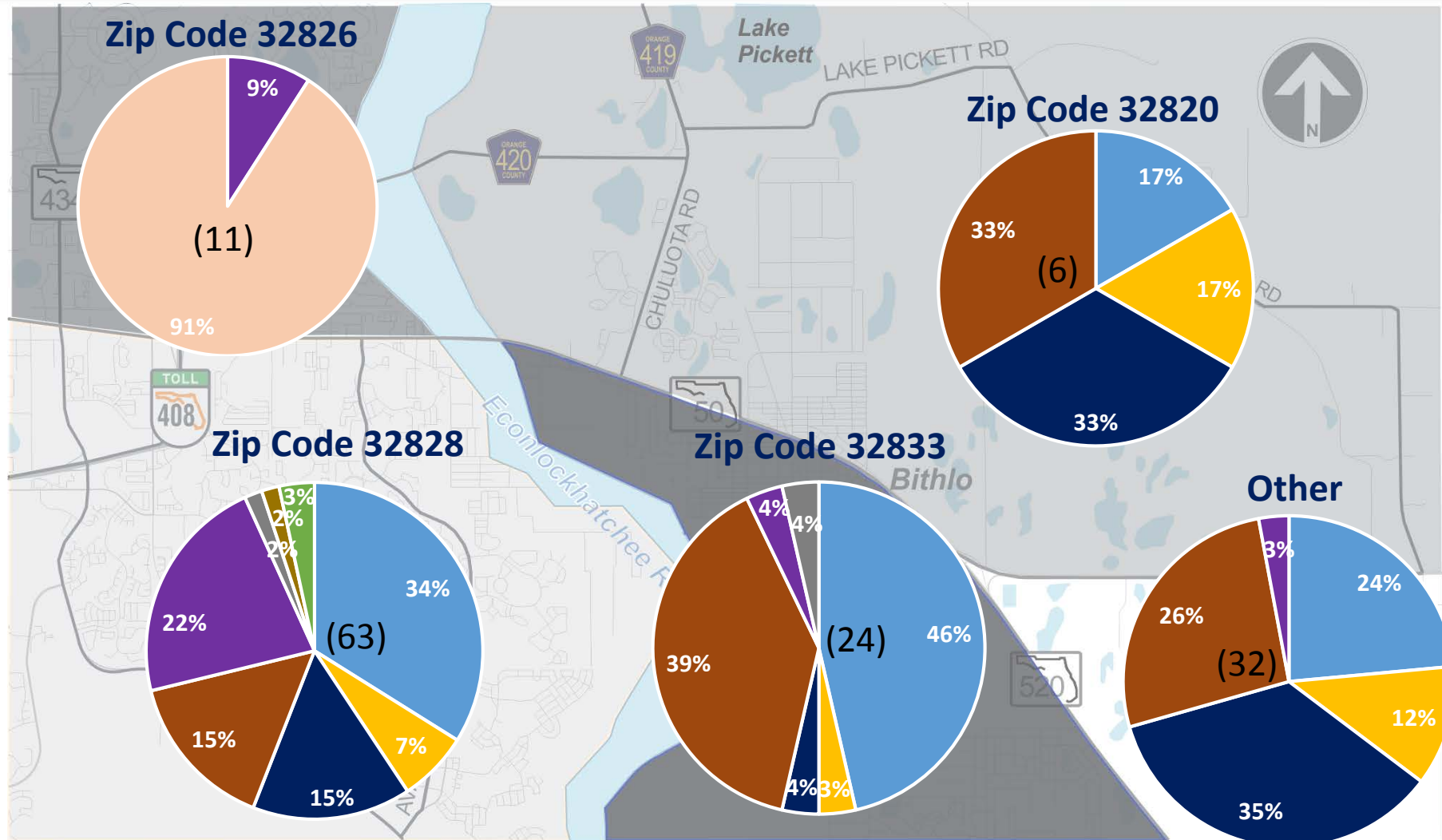
Summary of Comments

- Deerwood Manufactured Home Community residents opposed direct impacts to their community & comprised most of the verbal comments at the hearing.
- Several Spanish speaking-only residents requested to be contacted for assistance with Right-of-Way questions.
- Project support was expressed by residents wanting traffic relief along Colonial Drive & an improved hurricane evacuation route.
- Project opposition was expressed by those opposing further development in east Orange County.
- Several residents expressed support for the recommended alignment.
- No public comments received on the project environmental and engineering analysis documents.



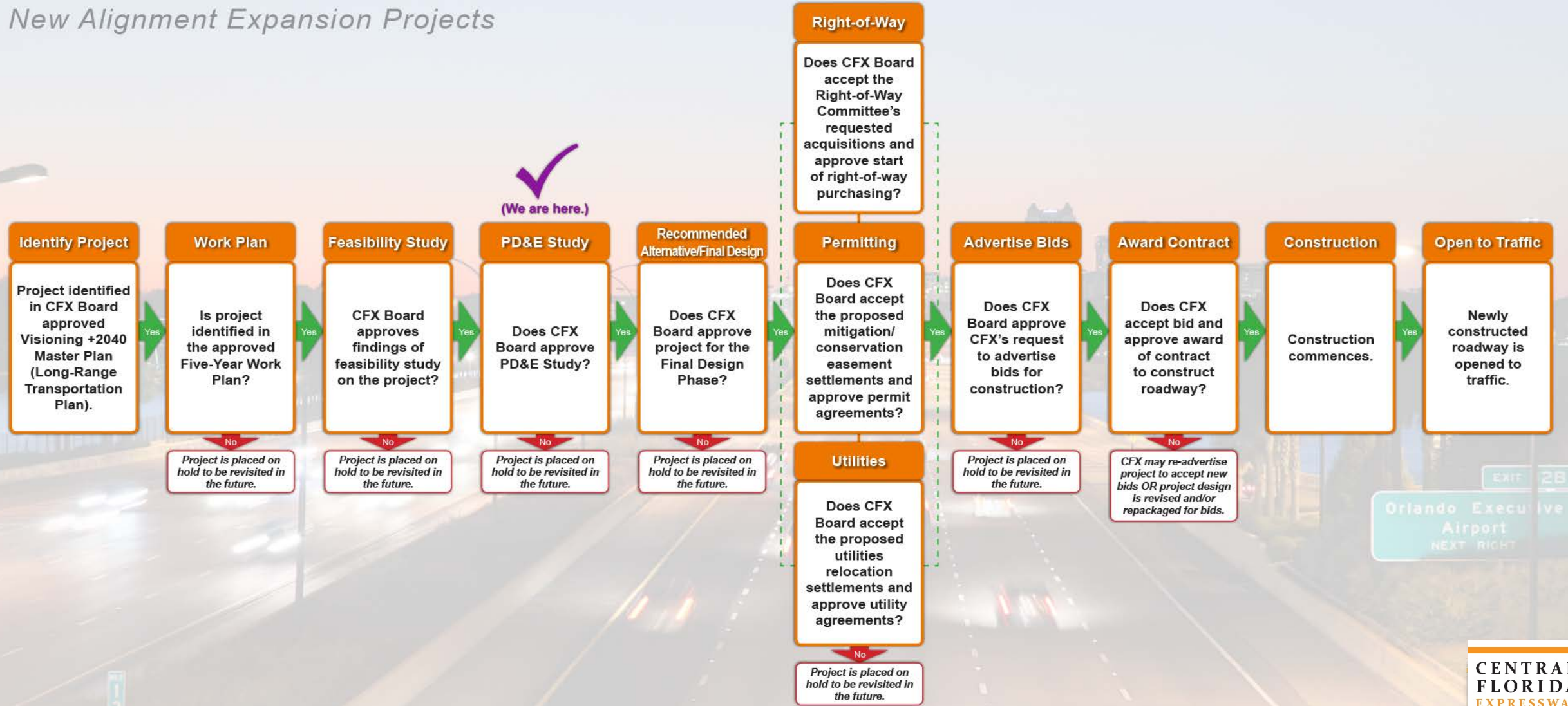
Public Hearing Summary

Project Concerns



Project Development Process

New Alignment Expansion Projects





Recommended Motion

Acknowledge receipt of the SR 408 Eastern Extension Project Development & Environment (PD&E) Study, taking no further action at this time and placing the project on hold.

PROJECT ENVIRONMENTAL IMPACT REPORT

PROJECT DEVELOPMENT AND ENVIRONMENT STUDY

SR 408 Eastern Extension
From SR 50 to SR 50/SR 520 Intersection
Orange County, Florida

CFX Project Number: 408-254

Prepared for

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



JUNE 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY FINAL PROJECT ENVIRONMENTAL IMPACT REPORT

1. PROJECT DESCRIPTION AND PURPOSE AND NEED

A. Project Information

Project Name: SR 408 Eastern Extension
Project Limits: from SR 50 to SR 50/SR 520 Intersection
County: Orange
ETDM No.: N/A
CFX Project No.: 408-254
Project Manager: Will Sloup, P.E.

The Central Florida Expressway Authority (CFX) is presently evaluating the potential to extend State Road (SR) 408 from its current eastern terminus at SR 50, locally known as East Colonial Drive, to the vicinity of the SR 50 and SR 520 interchange in northeastern Orange County (**Figure 1**). This new, approximately seven-mile, eastern extension of SR 408 would constitute the first stage towards providing an east-west high-speed corridor with future connectivity to I-95, as well as enhance safety and increase capacity and mobility for the region and CFX's customers.

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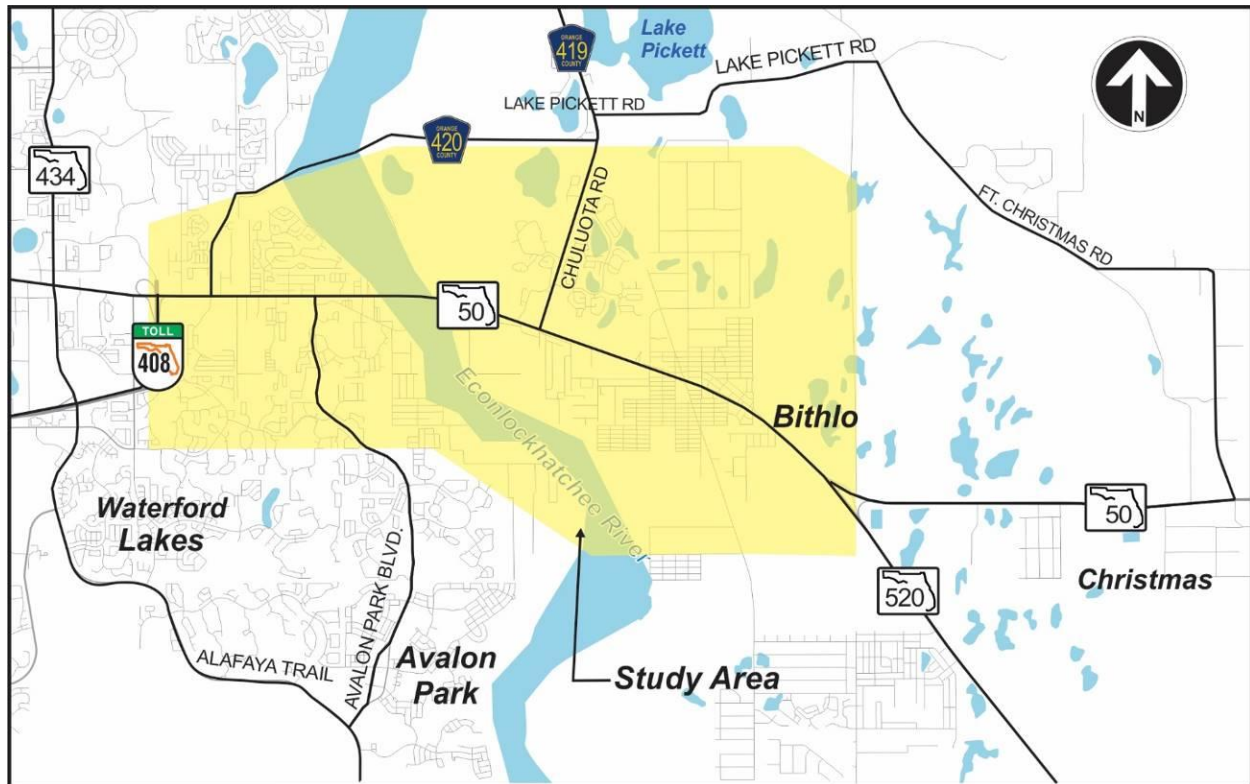


Figure 1 Project Location

B. Proposed Improvements

The project was divided into three segments and improvements were proposed for the roadway, bridges, and drainage within each segment. Segment 1 includes the study area west of Avalon Park Boulevard. Segment 2 is from Avalon Park Boulevard to County Road 419 (Chuluota Road). Segment 3 stretches from Chuluota Road to the eastern project terminus. The proposed improvements are shown on **Figure 2** and described below.

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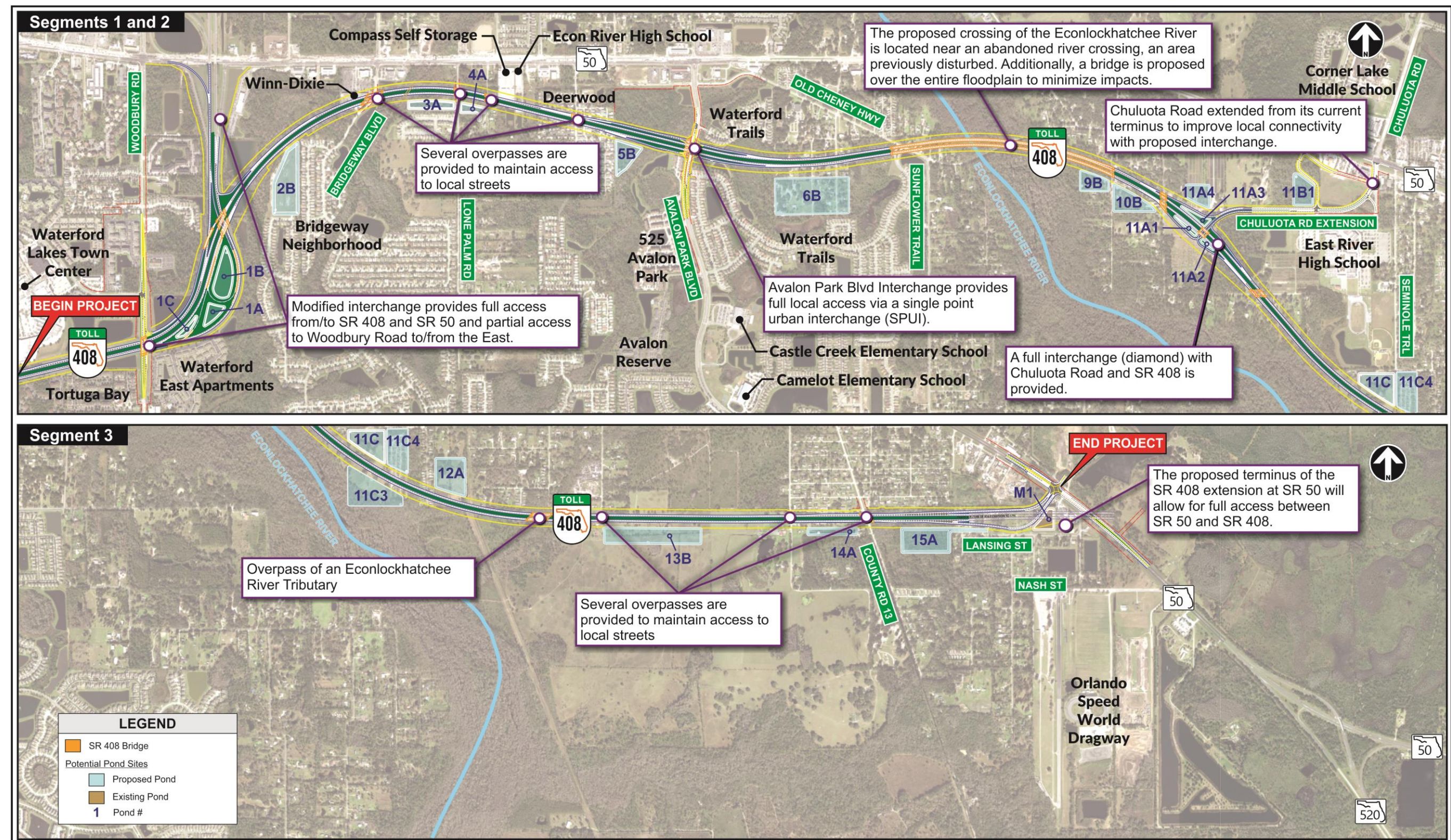


Figure 2 Preferred Alternative

Roadway

The proposed typical sections for the SR 408 mainline for the eastern extension are shown on **Figure 3** and are as follows:

- Segment 1: Within Segment 1, the preferred alternative features a 4-lane rural expressway typical section with 12-foot travel lanes, 12-foot outside shoulders, a 64-foot divided median, and a 94-foot border width. The section will feature several grade separations in order to provide access to local streets.
- Segment 2: Within segment 2, the preferred alternative continues the same typical section previously described under Segment 1.
- Segment 3: Within Segment 3, the preferred alternative continues the same typical section previously described under Segments 1 and 2.

The SR 408 Eastern Extension typical section has been designed to accommodate a possible 6-lane expansion if needed in the future. At the SR 408 and SR 50 interchange north of SR 520 the preferred alternative proposes to modify SR 50 by adding left turn lanes at the proposed intersection with SR 408. At Woodbury Road the preferred alternative features a four-lane urban typical section with 12-foot travel lanes, 6-foot sidewalks, and a 22-foot divided raised median. The section will feature a new grade separation over the SR 408 mainline.

Bridges

A total of 14 new bridges are proposed within Segment 1. Six of those bridges have long spans and are recommended to be composed of steel plate or steel tub girder type superstructures. The remaining 8 bridges have medium length spans and are recommended to be composed of prestressed concrete Florida I beam type superstructures. Unless otherwise noted, bridge superstructures are recommended to be supported by pile bent piers.

A total of 8 new bridges are proposed within Segment 2. Four of the proposed bridges are single span bridges composed of prestressed concrete Florida I beam type

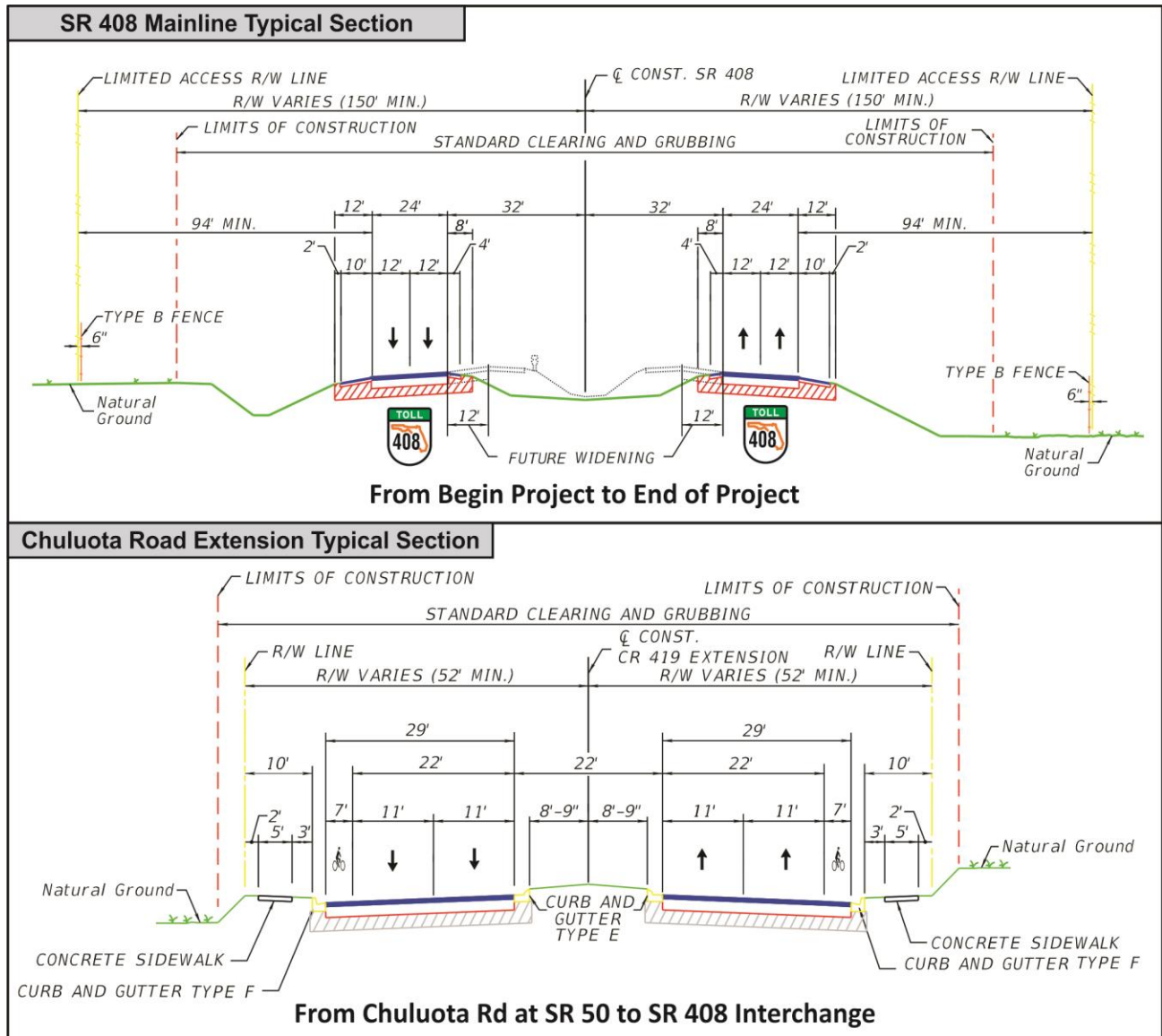


Figure 3 Preferred Alternative Typical Sections

superstructures founded on pile end bents. The bridges over the Econlockhatchee River are two-lane structures carrying east-bound and west-bound mainline SR 408 traffic over the Econlockhatchee River. The east-bound and west-bound bridges have an approximate required overall length of 3,835 and 3,808 feet, respectively, and each have 30 spans. The first two spans are designed to span over the intersection of Perdido Drive and Old Cheney Highway and the remaining spans are designed to go over the wetlands of the Econlockhatchee River.

A total of 12 new bridges are proposed within Segment 3. With the exception of two bridges, all of the bridges are single span bridges composed of prestressed concrete Florida I beam-type superstructures founded on pile end bents. The other two are span bridges over a tributary of the Econlockhatchee River and are recommended to be constructed of prestressed concrete Florida I beams. For all segments possible foundation types for the bridges in this segment include 18-inch and 24-inch square prestressed concrete piles, steel H-piles, steel pipe piles, and drilled shafts.

Drainage

The Pond Siting Report prepared for this project divided the corridor into fifteen drainage basins and identified recommended pond sites for each (**Table 1, Figure 2**). Scuppers may be used to collect runoff on the proposed bridges when the spread cannot be contained within the shoulder. Shoulder gutter inlets will be used to collect runoff from segments of the bridge with Mechanically Stabilized Earth (MSE) walls and at high-fill areas. Offsite runoff will be conveyed through proposed cross drains and bypass swales. A bypass swale will be required to provide flow connectivity from CD-5 to CD-6. The existing drainage system at Deerwood Mobile Home Park will be severed by the proposed project. Avalon and University Meadows neighborhoods will not be impacted by the proposed project.

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Table 1 Recommended Ponds

Segment	Basin	Pond Name	Preliminary Pond Site (ac)	Remarks
1	Basin 1	Pond 1A	1.98	Existing CFX Pond expanded
		Pond 1B	5.06	Existing CFX Pond expanded
		Pond 1C	1.10	CFX Property
	Basin 2	Pond 2B	10.23	Orange County School Board
	Basin 3-4	Pond 3A	3.06	Private Property
		Pond 4A	1.80	Private Property
	Basin 5	Pond 5B	4.10	Private Property
	Basin 6-8	Pond 6B	19.73	Private Property
2	Basin 9-10	Pond 9B	3.38	Private Property
		Pond 10B	5.00	Private Property
	Basin 11A	Pond 11A1	0.92	Private Property
		Pond 11A2	0.45	Private Property
		Pond 11A3	1.16	Private Property
		Pond 11A4	3.24	Private Property
	Basin 11B	Pond 11B1	3.98	FDOT Property
	3	Basin 11C	Pond 11C	5.70
Pond 11C3			8.85	Private Property
Pond 11C4			5.50	Private Property
Basin 12		Pond 12A	6.88	Private Property
Basin 13		Pond 13B	10.45	Private Property
Basin 14		Pond 14A	2.57	Private Property
Basin 15		Pond 15A	8.92	Private Property

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C. Purpose and Need

The purpose of the proposed SR 408 Eastern Extension is to provide an east-west high-speed corridor with future connectivity to I-95, enhance safety, and increase capacity and mobility for the region and CFX's customers. There are five existing/projected corridor needs that serve as the main justification for the proposed improvements. These needs are: 1) providing *additional capacity* in the west-east direction to mitigate or eliminate capacity deficiencies; 2) providing *additional emergency evacuation service* to supplement the limited number of evacuation routes in this area of Central Florida; 3) providing *improved transportation connectivity/linkage* necessitated by the continued population growth and land use development reflected in various local comprehensive plans; 4) providing *transit support*; and 5) providing *planning consistency*.

D. Project Planning Consistency

All proposed improvements are consistent with the CFX 2040 Master Plan, CFX Five-Year Work Plan, and MetroPlan Orlando 2040 Long Range Transportation Plan (**Table 2**). CFX programmed funding is shown in **Table 3**.

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Table 2 Local Transportation Plans

Plan	Improvement
CFX 2040 Master Plan	SR 408 Eastern Extension PD&E Study
CFX 2018-2022 Five-Year Work Plan	Project Development & Environmental Study – Funded 2017-2018 15% Line & Grade – Design Funded 2019-2021
MetroPlan Orlando 2040 Long Range Transportation Plan	Central Florida Expressway Authority (formerly Orlando-Orange County Expressway Authority) - Unfunded Needs SR 408 Eastern Extension Challenger Pkwy SR 520 New 4 Lane Expressway

Table 3 CFX Programmed Funding

PHASE	FISCAL YEAR	AMOUNT
PD&E	2017-2018	\$1,000,000
Line and Grade	2019-2020	\$1,675,000
Line and Grade	2020-2021	\$1,664,000
2040 CFX Master Plan	2040	\$630,000,000- \$800,000,000

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2. ENVIRONMENTAL ANALYSIS

Issues/Resources	*Substantial Impacts?				**Supporting Information
	Yes	No	Enhance	No Inv	
A. SOCIAL and ECONOMIC					
1. Social	[]	[✓]	[]	[]	Attachment 1.A.1
2. Economic	[]	[]	[✓]	[]	Attachment 1.A.2
3. Land Use Changes	[]	[✓]	[]	[]	Attachment 1.A.3
4. Mobility	[]	[]	[✓]	[]	Attachment 1.A.4
5. Aesthetic Effects	[]	[✓]	[]	[]	Attachment 1.A.5
6. Relocation Potential	[]	[✓]	[]	[]	Attachment 1.A.6
B. CULTURAL					
1. Historic Sites/District	[]	[✓]	[]	[]	Attachment 1.B.1
2. Archaeological Sites	[]	[✓]	[]	[]	Attachment 1.B.2
3. Recreation Areas	[]	[✓]	[]	[]	Attachment 1.B.3
C. NATURAL					
1. Wetlands and OSW	[]	[✓]	[]	[]	Attachment 1.C.1
2. Aquatic Preserves and Outstanding Florida Waters	[]	[✓]	[]	[]	Attachment 1.C.2
3. Water Quality/Quantity	[]	[✓]	[]	[]	Attachment 1.C.3
4. Wild and Scenic Rivers	[]	[]	[]	[✓]	Not Present
5. Floodplains	[]	[✓]	[]	[]	Attachment 1.C.5
6. Coastal Barrier Resources	[]	[]	[]	[✓]	Not Present
7. Protected Species and Habitat	[]	[✓]	[]	[]	Attachment 1.C.7
8. Essential Fish Habitat	[]	[]	[]	[✓]	Not Present
D. PHYSICAL IMPACTS					
1. Highway Traffic Noise	[]	[✓]	[]	[]	Attachment 1.D.1
2. Air Quality	[]	[✓]	[]	[]	Attachment 1.D.2
3. Contamination	[]	[✓]	[]	[]	Attachment 1.D.3
4. Utilities and Railroads	[]	[✓]	[]	[]	Attachment 1.D.4
5. Construction	[]	[✓]	[]	[]	Attachment 1.D.5
6. Bicycles and Pedestrians	[]	[✓]	[]	[]	Attachment 1.D.6
7. Navigation	[]	[]	[]	[✓]	Not Present

*Substantial Impacts?: Yes = Substantial Impact; No = No Substantial Impact; Enhance = Enhancement; NoInv = Issue absent, no involvement

** Supporting information is documented in the referenced attachments

3. ANTICIPATED PERMITS

- ☒ Individual Dredge and Fill Permit- USACE
- ☐ Nationwide Permit- USACE
- ☐ Bridge Permit- USCG
- ☒ Environmental Resource Permit SJRWMD (including special basin criteria and Riparian Habitat Protection Zone requirements) and potential dewatering permit
- ☒ FDEP Authorization to use State-Owned Submerged Lands; FDEP NPDES permit

4. ENGINEERING ANALYSIS

A multi-phase alternative development, evaluation and selection process was employed to properly assess all alternatives considered for the proposed improvements. Three different phases comprised the alternative selection process for the proposed project:

Phase 1 - Initial Evaluation

No Build Alternative

The only existing major east-west arterial facility (SR 50) within the project confines is inadequate not only in terms of future projected capacity needs but, more importantly, it would not provide the desirable redundancy in evacuation and emergency response potential nor the required additional regional connectivity to I-95 on the east. Adoption of the "No Build" Alternative would not solve many of the existing needs associated with the goals of this project. However, the "No Build" alternative was maintained as a viable option providing an effective baseline condition by which other project alternatives could be compared throughout the project alternative selection process.

Build Alternatives

Build Alternative options need to consider various major components of providing a new, multilane facility which includes the selection of a preferred corridor in conjunction with the most efficient typical section and alignment options as well as access point locations and configurations. The following sections provide a detailed discussion concerning critical system components of the Build Alternative options.

Phase 2 - Preliminary Conceptual Expressway Evaluation

This phase entailed the generation and evaluation of alternatives for the extension of SR 408 within the previously selected corridor. Alternatives were generated for two distinct system components: typical section options for the SR 408 Extension mainline and interchange configuration options.

Segmental Determination and Generation

The first step in the evaluation was to divide the project area into distinct segments. The segmental breakdown methodology ensures that alternatives are more responsive to the needs of each segment rather than only to the generalized project's needs. Each segment has rather unique characteristics as well as potential differences in environmental, engineering and socio-economic features. In general terms, for example, Segment 1 (from the begin project to Avalon Park Boulevard) is generally more urbanized and exhibits a higher traffic demand than Segments 2 and 3. Segment 2 (Avalon Park Boulevard to Chuluota Road) is more rural in nature and generally serves a lower density area with higher expected development growth while Segment 3 (from Chuluota Road to the eastern project terminus) has mostly industrial and low density residential development with a lower traffic demand.

Expressway Extension Typical Sections

This task entailed the generation and preliminary evaluation of various mainline typical section options. In view of the fact that traffic projections indicate a significant drop in the traffic demand within Segment 3, the potential use of 2-lane options were also initially considered within that segment. However, the two-lane option would not fulfill the intended project needs, thus it was eliminated from further consideration. Next, four distinct 4-lane typical sections were developed covering both urban and rural options.

Conceptual Interchange Configuration Evaluation

The main objective of this task was to screen out all non-viable (inferior) interchange configurations and thus identify at an early stage what configuration(s) would work best

at each interchange location. Several additional interchange options were conceptually developed and preliminarily evaluated for fatal flaws from a traffic and geometric standpoint. Several options were eliminated due to serious operational and/or constructability concerns.

When evaluating the potential interchanges along the SR 408 Eastern Extension Corridor one parameter that was considered was that the future interchanges should be at least 600 feet away from the existing/future SR 50 in order to minimize potential detrimental traffic operational interfaces. Interchange locations have been analyzed based on the traffic models with areas of higher congestion and demand to alleviate the traffic from the neighboring local streets. The proposed interchange locations are as follows:

- Segment 1: The existing SR 50/Challenger Parkway and Avalon Park Boulevard
- Segment 2: Chuluota Road Extension
- Segment 3: End terminus at SR 50

Phase 3 - Horizontal Alignment Considerations

In order to evaluate different alternative roadway concepts, it is also necessary to take into account their horizontal alignment or relative position within the chosen corridor. The alignment through Segment 1 strives to avoid, or at least minimize, most detrimental impacts resulting from the proposed facility. It is important to note that the ample geometric requirements associated with high design speed facilities (e.g. – smooth long curves, etc.) limits the ability to entirely avoid some impacts. In addition, the location of the proposed interchanges requires that certain minimum distances to major arterial facilities (e.g. – SR 50) be maintained to ensure appropriate vehicular flow associated with proper merging, weaving and queueing distances.

Segments 2 and 3 are less dense in terms of urban development. The alignment through these areas strives to maintain a delicate balance to possibly avoid urban

encroachment while minimizing impacts to the existing environmental conservation easements.

Closer inspection of the selected corridor revealed that a slight deviation to the south from just west of Avalon Park Boulevard to just east of the Econlockhatchee River would be beneficial. This deviation is necessary in order to reduce residential impacts and provide sufficient spacing between SR 50 and the SR 408 extension interchange at Avalon Park Boulevard. The results of a preliminary traffic analysis determined that a new interchange at Avalon Park Boulevard needs to be located more than 600 feet south of SR 50 in order to provide adequate operations at both the new 408 interchanges and the SR 50/Avalon Park Boulevard intersection.

5. COMMITMENTS

CFX commitments are listed below.

- CFX will adhere to the USFWS *Eastern Indigo Snake Programmatic Effect Determination Key* (July 2017) or superseding guidance regarding the eastern indigo snake.
- Prior to construction, a 100% gopher tortoise burrow survey will be conducted in accordance with FWC rules and guidelines.
- Standard Best Management Practices (BMPs) for construction of roads will be implemented during all construction and will follow FDOT's Standard Specifications for Road and Bridge Construction.
- CFX will mitigate for any unavoidable impacts to wood stork SFH at an approved mitigation bank and in accordance with the *USFWS Wood Stork Effect Determination Key* (U.S. Army Corps of Engineers and USFWS 2008).
- CFX will coordinate with Orange County School Board, East River High School, and FDOT to implement the new access road from the Chuluota Road Extension to SR 50. Details of the proposed access road are included in the concept plans in **Appendix F**.

- The SR 408 bridges over the Econlockhatchee River are proposed to span over the river's floodplain in order to minimize impacts.
- As part of the construction of the bridges over the Econlockhatchee River, the existing remnants of Old Cheney Highway within the river's floodplain will be removed.
- The proposed SR 408/Woodbury Road interchange will provide the improvements necessary to accommodate a future four-lanes along Woodbury Road including reconstruction of Woodbury Road within the interchange and the bridge over SR 408 to a four-lane roadway with sidewalks.
- CFX will continue coordination with the Florida Department of Transportation, Florida's Turnpike Enterprise and Orange County regarding the proposed improvements and potential impacts to their facilities and/or projects.

6. CFX PREFERRED ALTERNATIVE

The No Build alternative was considered but it was determined that the No Build alternative would not address the project needs. After a comprehensive evaluation process, one build alternative was selected as being the most effective option. This alternative was selected by CFX and is illustrated on **Figure 2**. In general, the preferred alternative was the result of the generation of various typical sections and horizontal and vertical alignment combinations as well as various interchange configurations at each access point.

The CFX preferred alternative features a four-lane divided facility with a 60-foot median width, 12-foot lanes, and a design speed of 65 to 70 mph within a 300-foot right-of-way. **Figure 3** shows the typical sections of the CFX preferred alternative. A partial interchange will be provided at Woodbury Road and full interchanges will be provided at SR 50/408, Avalon Park Boulevard, CR 419/Chuluota Road Extension and at the eastern project terminus with SR 50/SR 520.

Based on constructability and financial considerations, the preferred alternative has been divided in three distinct construction segments as follows:

Construction Segment 1: From the begin project to Avalon Park Boulevard. This segment includes the construction of the SR 408 eastern extension from the begin project (just west of Woodbury Road) to Avalon Park Boulevard. It would thus provide an initial effective connection through the study area with the highest traffic demand.

Construction Segment 2: From Avalon Park Boulevard to Chuluota Road. This segment would extend SR 408 from Avalon Park Boulevard to Chuluota Road. It would provide a new Econlockhatchee River crossing, an interchange at Chuluota Road and the proposed Chuluota Road extension connection to SR 50.

Construction Segment 3: From Chuluota Road to the eastern project terminus including the terminal interchange at SR 50.

7. ☐ APPROVED FOR PUBLIC AVAILABILITY

Environmental or Project Development
Manager or Administrator

____/____/____
Date

8. PUBLIC INVOLVEMENT

A public hearing was held on April 26, 2018. A draft of this document was publicly available and comments were submitted to CFX and addressed to:

Glenn M. Pressimone, P.E.
Director of Engineering
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Rd.
Orlando, FL 32807
(o) 407.690.5321
(f) 407.690.5033
glenn.pressimone@cfxway.com

9. APPROVAL OF FINAL DOCUMENT

This project has been developed without regard to race, color, national origin, age, sex, religion, disability, or family status.

The final PEIR reflects consideration of the PD&E Study and the public hearing.

CFX Designee - Laura Kelley, Executive Director

____/____/_____
Date

10. SUPPORTING INFORMATION

For Supporting Information for each issue/resource please see Attachment 1, Environmental Analysis as well as the Preliminary Engineering Report.

ATTACHMENT 1: ENVIRONMENTAL ANALYSIS

A. SOCIAL and ECONOMIC

1. Social

According to data from the 2013 American Community Survey, the majority of the population in Orange County, 65.19%, is identified as white. Major minority populations include African Americans, Asians, or “Multiple” or “Other” races. Racial composition is roughly similar in the study area, though the study area appears to contain proportionately fewer populations identified as “non-white” than does Orange County. No significant impacts to underserved populations, environmental justice concerns, community cohesion, or safety/emergency response are anticipated as a result of the proposed project.

Community Facilities and Services in the study area include seven community centers, six group care facilities (day cares), two fire stations, three community health/medical facilities, 23 mobile home parks, two schools, and six religious centers. The majority of the community facilities are located in the western portion of the study area or near Bithlo. Social impacts were avoided and minimized as much as possible during the corridor and alternatives evaluations. **No substantial** impacts to the social environment are anticipated.

2. Economic

Commercial and residential land uses in the study area are generally concentrated west of the Econlockhatchee River, as well as at the intersection of SR 50 and SR 419, and around Bithlo. The proposed project would provide a new corridor and would help link local areas, such as Waterford Lakes, Avalon Park, Central Florida Research Park, and Woodland Lakes, with larger population centers like the City of Orlando and the City of Titusville. For this reason, the project is anticipated to **enhance** economic conditions.

3. Land Use Changes

Within the study area, areas west of the Econlockhatchee River can be generally characterized as having higher density development that is expected to increase in the

future. Areas east of the Econlockhatchee River are less urbanized with pockets of development along SR 50 and around CR 419 and Bithlo. The project would convert various land use types, including residential, commercial, and green space, to transportation use and those impacts were minimized as much as possible. The proposed project is a limited access facility and is consistent the CFX 2040 Master Plan, CFX Five-Year Work Plan, and MetroPlan Orlando 2040 Long Range Transportation Plan. For these reasons, **no substantial** land use impacts are anticipated as a result of the proposed project.

4. Mobility

SR 408 is a limited access toll facility that originates at Florida's Turnpike near Gotha and extends eastward, crossing Interstate 4 in Orlando and terminating east of Orlando at the intersection with SR 50. In addition to Interstate 4, SR 408 intersects north-south travel corridors near the project area at SR 436, SR 551, and SR 417 near Azalea Park, and at SR 434 near University Park.

SR 50 is the sole east-west facility within the SR 408 Eastern Extension study area and is a principal arterial that traverses the entire state from Hernando County to Brevard County. SR 50 in the area of the proposed project connects eastern Orange County, including the City of Orlando, with Brevard County to the east and is one of several east-west Hurricane evacuation routes in peninsular Florida from the Atlantic coast. SR 50 connects with SR 520 at the project end point. SR 50 continues east and intersects Interstate 95 southwest of Titusville before terminating at South Washington Avenue. SR 520 continues southeast from the project end point, intersects Interstate 95, and continues west past Cocoa, across Merritt Island, and terminates as North Atlantic Avenue near Cape Canaveral and the Atlantic coast. The proposed project would provide an east-west facility in addition to SR 50 and would **enhance** mobility.

5. Aesthetic Effects

Aesthetic impacts in and around developed portions of the study area are anticipated to be minimal because roadways and urbanization are already present. Portions of the study

area, particularly the Econlockhatchee River and areas eastward, are predominantly in a natural state and contain woodlands, pastures, and wetlands. Greater potential exists for aesthetic impacts in these undeveloped areas. However, they are no further than one half mile from an existing major roadway (SR 50), so **no substantial** impacts are anticipated as a result of the proposed project.

6. Relocation Potential

Commercial and residential properties occur throughout the project area and CFX is developing a precise estimate of residential and commercial relocations as part of this project. The proposed project would impact multiple residential properties, particularly west of the Econlockhatchee River, and in the Bithlo community. The majority of the impacts to commercial properties are along or near SR 50. Temporary impacts to access for some adjacent properties are anticipated during construction and access will be maintained as much as possible. Multiple replacement residential and commercial properties are available in the vicinity of the proposed project; therefore, **no substantial** impacts are anticipated.

B. CULTURAL

A Phase I Cultural Resource Assessment Survey (CRAS) was prepared by SEARCH Inc. for the proposed roadway alignment and included surveys for historic and archaeological sites.

1. Historic Sites/Districts

The architectural survey resulted in the identification and evaluation of 107 historic resources within the SR 408 Eastern Extension Area of Potential Effects (APE), including three previously recorded historic resources and 104 newly recorded resources. The previously recorded resources include three historic buildings, all of which were determined ineligible for listing in the National Register of Historic Places (NRHP) by the State Historic Preservation Officer (SHPO) on December 28, 2015. The newly recorded historic resources include 101 historic structures, two resource groups, and one linear

resource. Based on the results of the current survey, it is the opinion of SEARCH that all of the historic resources within the SR 408 Eastern Extension APE lack the historical significance and architectural or engineering distinction necessary for listing in the NRHP and are therefore ineligible. No existing or potential historic districts were identified. No further work is recommended. For these reasons, **no substantial** impacts to historic sites/districts are anticipated.

2. Archaeological Sites

The archaeological surveys included the excavation of 88 shovel tests and the documentation of areas that could not be shovel tested due to extensive disturbance, urban development, buried utilities, drainage improvements, and/or wetland and pond areas within the corridor. No archaeological sites or occurrences were identified within the right-of-way, and no further archaeological survey is recommended. For these reasons, **no substantial** impacts to archaeological sites are anticipated.

3. Recreation Areas

The project would not impact any public parks or publicly owned lands intended for recreational use. The proposed project would bridge the Econlockhatchee River, which is used for recreation and is considered Sovereign Submerged Lands (SSL). However, this river crossing would not be within the bounds of, or adjacent to, any park or publicly owned recreation area. An easement for crossing the SSL is anticipated.

Impacts are proposed to two conservation lands owned by Orange County and referred to as the Nunnally Evans (Parcel No. 19-22-32-7876-05-170) and Sunflower (No. 29-22-32-7882-00-280) properties. These properties are part of the Orange County Green PLACES (Park Land Acquisition for Conservation and Environmental Protection) program intended to preserve, enhance, and restore environmentally sensitive lands. Orange County has indicated these properties are intended for environmental preservation only, not public recreation. Because the project is not anticipated to directly impact any parks or publicly owned recreation lands, **no substantial** impacts to recreational resources are anticipated.

C. NATURAL ENVIRONMENT

1. Wetlands and Other Surface Waters

In accordance with *Part 2, Chapter 9 (Wetlands and Other Surface Waters)* of the FDOT PD&E Manual, the project area was evaluated for wetlands and surface waters that have potential involvement with the proposed improvements. Wetlands in the project area as mapped by St. Johns River Water Management District (SJRWMD) include Mixed Wetland Hardwoods (FLUCCS 6170; six locations within the project area), Cypress (FLUCCS 6210; four locations in the project area), Wetland Forested Mixed (FLUCCS 6300; nine locations within the project area), Freshwater Marsh (FLUCCS 6410; seven locations within the project area), Wet Prairie (FLUCCS 6430; one location in project area), Emergent Aquatic Vegetation (FLUCCS 6440; two locations in project area), and Mixed Scrub-Shrub Wetland (FLUCCS 6460; one location in project area). Reservoirs (FLUCCS 5300) and ditches and swales also occur in the project area and are considered Other Surface Waters (OSW). Wetlands and OSW in the project area as mapped by the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) include Freshwater Emergent Wetlands, Freshwater Forested/Shrub Wetlands, Freshwater Ponds, and Riverine. Wetlands were assessed in the field and found to generally agree with SJRWMD and USFWS mapping.

It is anticipated that the preferred alternative would result in 61.1 acres of wetland impacts, 70.6 acres of impacts to wood stork (*Mycteria americana*) Suitable Foraging Habitat (SFH) and approximately 18 total acres of impacts to SJRWMD Econlockhatchee River Riparian Habitat Protection Zone (RHPZ). Impacts to Other Surface Waters (OSW) from the preferred alternative include approximately 9 acres mapped as Reservoirs (FLUCCS 5300) and an estimated 0.5 acre of roadside ditches and swales.

There are 23 recommended pond locations and 19 alternative pond locations proposed as part of this project. Potential wetland and OSW impacts are shown in **Table 1** for the recommended ponds and in **Table 2** for alternative ponds. The recommended pond

Table 1 Recommended Pond Wetland Impacts

Pond Name	6210: CYPRESS	6300: WETLAND FORESTED MIXED	6440: EMERGENT AQUATIC VEGETATION	6170: MIXED WETLAND HARDWOODS	6410: FRESHWATER MARSHES
	Impacts by acre				
Pond 1A					0.1
Pond 1B					3
Pond 1C					0.1
Pond 2B					
Pond 3A					
Pond 4A					
Pond 5B**					
Pond 6B					0.1
Pond 9B*				0.7	
Pond 10B					
Pond 11A1					
Pond 11A2					
Pond 11A3					
Pond 11A4			0.2		
Pond 11B1		1			
Pond 11C					
Pond 11C3*	4				
Pond 11C4					
Pond 12A					
Pond 13B***	0.1				0.1
Pond 14A					
Pond 15A					
M-1****					2
TOTAL	4.1	1	0.2	0.7	5.4

* Impacts RHPZ, ** Impacts SJRWMD Regulatory Easement, *** Impacts SJRWMD Conservation Easement,

**** Existing pond to be modified

Table 2 Alternative Pond Wetland Impacts

Pond Name	5300: RESERVOIRS - PITS, RETENTION PONDS, DAMS	6210: CYPRESS	6300: WETLAND FORESTED MIXED	6170: MIXED WETLAND HARDWOODS	6410: FRESHWATER MARSHES	6430: WET PRAIRIES
Impacts by acre						
Pond 2C						
Pond 3B						
Pond 4B **						
Pond 5A **			0.8			
Pond 6A **						
Pond 7A						
Pond 7B						
Pond 9A						
Pond 10A						
Pond 11A1						
Pond 11A2						
Pond 11A3						
Pond 11A5						
Pond 11B2	0.5		0.1			
Pond 11C2*		0.7		5		
Pond 12B						
Pond 13A						0.1
Pond 14B						
Pond 15B					0.2	
TOTAL	0.5	0.7	0.9	5	0.2	0.1

* Impacts RHPZ, ** Impacts SJRWMD Regulatory Easement, *** Impacts SJRWMD Conservation Easement

locations would result in approximately 11.4 total acres of wetland impacts. The alternative ponds would result in approximately 7.4 total acres of wetland impacts.

Recommended pond 9B would impact 0.7 acre of RHPZ currently mapped as Mixed Wetland Hardwoods (FLUCCS 6170). Recommended Pond 11C3 would impact approximately 4 acres of RHPZ currently mapped as Cypress (FLUCCS 6210). Recommended pond 5B could impact approximately 4 acres of SJRWMD regulatory

easement. Recommended pond 13B would impact approximately 5 acres of SJRWMD conservation easement.

Alternative pond 11C2 would impact approximately 5 acres of RHPZ mapped as Mixed Wetland Hardwoods (FLUCCS 6170) and 0.7 acres mapped as Cypress (FLUCCS 6210). Alternative pond 4B would impact approximately 0.1-acre, alternative pond 5a would impact approximately 4 acres, and alternative pond 6a would impact approximately 0.1 acre of SJRWMD regulatory easements.

Impacts to wetlands were avoided and minimized through careful selection of a corridor and typical sections, and unavoidable impacts to jurisdictional wetlands will require mitigation. SJRWMD, U.S. Army Corps of Engineers, and Orange County mitigation credits are available from the TM-Econ Mitigation Bank. For issuance of an Environmental Resource Permit (ERP) from the SJRWMD, the Special Basin Criteria and the RHPZ requirements associated with the Econlockhatchee River must be met. Because impacts were avoided, minimized, and will be mitigated, the preferred alternative is expected to result in **no substantial** impacts to wetlands or surface waters.

2. Aquatic Preserves and Outstanding Florida Waters

The effects of the SR 408 eastern extension project on Aquatic Preserves and Outstanding Florida Waters (OFW) were considered as required under *Part 2, Chapter 19* of the FDOT PD&E Manual. The project area does not include any aquatic preserves, so no impacts to aquatic preserves are anticipated. The project crosses the Econlockhatchee River, which is designated as an OFW, approximately 2.2 miles from the western project terminus. The project encompasses approximately 13 acres mapped as OFW. However, one area at the southern end of Story Partin Road is mapped as OFW but currently contains a mobile home park. It is not possible to realign the project to avoid the river entirely; however, the proposed action includes all practicable measures to minimize impacts to surface water resources from such use. One such measure was siting the river crossing at a previously disturbed location, where Old Cheney Highway previously crossed the river. Other minimization measures are described in Section C.3

Water Quality and Water Quantity, below. Because it is an OFW, any discharges into the Econlockhatchee River will receive 50 percent greater treatment than under normal conditions. As a result of minimization measures, the preferred alternative is expected to result in **no substantial** impacts to wetlands or surface waters.

3. Water Quality and Water Quantity

A Location Hydraulic Report was completed for this project to identify existing cross-drains throughout the project corridor. A Pond Siting Report was completed to identify and discuss the stormwater management facilities for each of the 15 drainage basins within the project corridor. These reports utilized the National Flood Insurance Program maps to determine highway location encroachments and evaluated risks associated with the implementation of the project, impacts on natural and beneficial floodplain values, support of incompatible floodplain development, and measures to minimize floodplain impacts. Local, state, and federal water resources and floodplain management agencies were consulted to determine that the proposed project is consistent with existing floodplain management programs.

The stormwater runoff from proposed impervious areas will be treated in proposed stormwater facilities and in expanded existing ponds in the infield area at the beginning of the project. The runoff from the proposed alignment will be collected in roadside swales and closed storm sewer systems then directed to stormwater ponds for each respective basin. Water quality treatment and attenuation will be achieved from the construction of new wet detention ponds and the expansion of existing ponds at the infield area at the beginning of the project. There is a total of 15 basins within the project limits. Because it is an OFW, any discharges into the Econlockhatchee River will receive 50 percent greater treatment than under normal conditions.

Offsite runoff will be conveyed through proposed cross drains and bypass swales. A bypass swale will be required to provide flow connectivity from CD-5 to CD-6. The existing drainage system at Deerwood Mobile Home Park will be severed by the proposed project.

Avalon and University Meadows neighborhoods will not be impacted by the proposed project.

The Preferred Alternative's stormwater management facilities have been developed in accordance with the water quality and quantity requirements of the SJRWMD. Further coordination between the CFX and SJRWMD will continue during the upcoming final design, environmental permitting and construction phases. The Preferred Alternative is expected to result in **no substantial** impacts to water quality or quantity.

4. Wild and Scenic Rivers

The proposed project would have **no involvement** with wild and scenic rivers.

5. Floodplains

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Orange County shows that a portion of the project lies within the 100-year floodplain areas Zone AE (100-year base flood elevations are provided) and Zone A (100-year base flood elevations are not provided, areas with 1% change of flooding). Most of the project lies within flood Zone X (Areas of minimal flood hazard and above the 500-year flood zone). FEMA Map Nos. 12095C0280F, 129095C0285F, 12095C0295F and 12095C0315F, provide flood information for the project.

Floodplain impacts due to the proposed corridor were calculated and documented in the Pond Siting Report. Total floodplain impacts due to roadway fill for the entire proposed project corridor are 100.28 acre-feet. Available compensation in the proposed stormwater ponds and floodplain compensation ponds are 107.47 acre-feet. The dredge and fill volume are based on limited information available during the PD&E study. A detail evaluation has to be done during the final design. Based on the preliminary evaluation, the project will provide more floodplain compensation than the impacts. Therefore, a cup for cup compensation is provided by the project. Two floodplain compensation pond sites were identified for this project in Basin 11C. The pond sites are Pond 11C3 and Pond 11C4. Both Pond 11C3 and Pond 11C4 are selected as the recommended floodplain

compensation ponds. Besides these two floodplain compensation ponds, several stormwater ponds located adjacent to floodplains will also provide floodplain compensation. For these reasons, **no substantial** impacts are anticipated to floodplains.

6. Coastal Barrier Resources

The proposed project would have **no involvement** with coastal barrier resources.

7. Protected Species and Habitat

This project was evaluated for potential impacts to wildlife and habitat resources, including protected species in accordance with 50 CFR Part 402 of the Endangered Species Act of 1973, as amended; 50 CFR 17 (federal animal list); 379.2291 F.S., Endangered and Threatened Species Act; Chapter 68A-27.003 F.A.C. (Endangered and Threatened species list); 68A-27.005 F.A.C. (Species of Special Concern list), and Part 2, Chapter 16 of FDOT's PD&E Manual, Protected Species and Habitat.

Through coordination with USFWS, field investigations, and data analysis, CFX has determined that **no adverse effects** to federally listed species are anticipated to occur in association with the proposed project. The project occurs in the USFWS consultation areas for Audubon's crested caracara (*Polyborus plancus audubonii*), Everglade snail kite (*Rostrhamus sociabilis plumbeus*), and red-cockaded woodpecker (*Picoides borealis*). All of the project occurs within the core foraging area of the Lake Mary Jane wood stork colony. The westernmost portion of segment 1 also overlaps the core foraging area of the Lawne Lake wood stork colony.

A determination of **no effect** was made for the following federally listed species because none were detected during surveys and no potential habitat is found in the project area: Florida scrub-jay (*Aphelocoma coerulescens*), beautiful pawpaw (*Deeringothamnus pulchellus*), Britton's beargrass (*Nolina brittoniana*), Florida bonamia (*Bonamia grandiflora*), papery whitlow-wort (*Paronychia chartacea*), red-cockaded woodpecker and scrub buckwheat (*Eriogonum longifolium* var. *gnalphalifolium*). A determination of **no effect** was made for the state listed burrowing owl (*Athene cunicularia*).

A determination of **may affect, not likely to adversely affect**, was made for the following federally listed species: American alligator (*Alligator mississippiensis*), Audubon's crested caracara, eastern indigo snake (*Drymarchon corais couperi*), Everglade snail kite and wood stork (*Mycteria americana*).

A determination of **may affect, not likely to adversely affect**, was made for the following state listed species: Florida pine snake (*Pituophis melanoleucus mugitus*), Florida sandhill crane (*Grus canadensis pratensis*), gopher tortoise (*Gopherus polyphemus*) (also a candidate for Federal listing), little blue heron (*Egretta caerulea*), roseate spoonbill (*Platalea ajaja*), Sherman's fox squirrel (*Sciurus niger shermani*), southeastern American kestrel (*Falco sparverius paulus*), and tri-colored heron (*Egretta tricolor*).

It is anticipated that the preferred alternative would result in 61.1 acres of wetland impacts, 70.6 acres of impacts to wood stork (*Mycteria americana*) Suitable Foraging Habitat (SFH) and approximately 18 total acres of impacts to SJRWMD Econlockhatchee River RHPZ.

There are 23 recommended pond locations and 19 alternative pond locations proposed as part of this project. The recommended pond locations would result in approximately 11.4 total acres of wetland impacts (**Table 3**). The alternative ponds would result in approximately 7.4 total acres of wetland impacts (**Table 4**). These wetlands form potential wildlife habitat and may also be considered wood stork SFH, depending on water depth and density of vegetation.

Bald eagles could occur in the project area and are protected under the Bald and Golden Eagle Protection Act, Migratory Bird Treaty Act and FWC's bald eagle rule (F.A.C. 68A-16.002). According to the FWC bald eagle nest locator tool, the nearest reported bald eagle nest (Nest ID OR074) is approximately 1.2 miles north of the project corridor. The project is outside the 660-foot buffer within which project activities may be restricted under the USFWS *Bald Eagle Management Guidelines and Conservation Measures*, so no impacts to bald eagles are anticipated.

To avoid and minimize impacts during construction, CFX will adhere to the most recent version of the *USFWS Standard Protection Measures for the Eastern Indigo Snake*. CFX will mitigate for any unavoidable impacts to wood stork suitable foraging habitat at an approved mitigation bank and in accordance with the *USFWS Wood Stork Effect Determination Key* (U.S. Army Corps of Engineers and USFWS 2008). CFX will conduct a 100% gopher tortoise burrow survey in accordance with FWC rules and guidelines. For these reasons, **no substantial** impacts to protected species or their habitats are anticipated.

Table 3 Recommended Pond Impacts by FLUCCS Code

Rec. Pond Name	1100: RESIDENTIAL, LOW DENSITY	1180: RESIDENTIAL, RURAL	1200: RESIDENTIAL, MEDIUM DENSITY	1400: COMMERCIAL AND SERVICES	1700: INSTITUTIONAL	1900: OPEN LAND (URBAN)	2110: IMPROVED PASTURES	2120: UNIMPROVED PASTURES	2210: CITRUS GROVES	2430: ORNAMENTALS	3200: SHRUB AND BRUSHLAND	4110: PINE FLATWOODS	4340: UPLAND MIXED CONIFEROUS/ HARDWOOD	4410: PINE PLANTATION	6210: CYPRESS	6300: WETLAND FORESTED MIXED	6440: EMERGENT AQUATIC VEGETATION	6170: MIXED WETLAND HARDWOODS	6410: FRESHWATER MARSHES	8140: ROADS AND HIGHWAYS
	Impacts by acre																			
1A												2							0.1	0.1
1B												2							3	
1C												0.9							0.1	
2B					10															
3A	1											1	0.5							
4A	0.3											1								
5B											2	2								
6B	18																		0.1	
9B	3																	0.7		
10B	5																			
11A1									0.9											
11A2	0.3								0.1											
11A3	0.3								0.7	0.1										
11A4	0.1									3							0.2			
11B1												3				1				
11C		4				2														
11C3		0.2		0.8		3									4					
11C4		0.1		6																
12A	0.1							7												
13B	0.1						10								0.1				0.1	
14A	0.1		0.5								2	0.2								
15A			0.9								2	0.1		6						
M-1 (Existing , Modified)			0.1	0.1															2	
TOTAL	28.3	4.3	1.5	6.9	10.0	5.0	10.0	7.0	1.7	3.1	6.0	12.2	0.5	6.0	4.1	1.0	0.2	0.7	5.4	0.1

Table 4 Alternative Pond Impacts by FLUCCS Code

Alt. Pond Name	1100: RESIDENTIAL, LOW DENSITY	1200: RESIDENTIAL, MEDIUM DENSITY	1300: RESIDENTIAL, HIGH DENSITY	1400: COMMERCIAL AND SERVICES	1900: OPEN LAND (URBAN)	2110: IMPROVED PASTURES	2210: CITRUS GROVES	2430: ORNAMENTALS	3200: SHRUB AND BRUSHLAND	3300 : MIXED UPLAND NONFORESTED	4110: PINE FLATWOODS	4340 : UPLAND MIXED CONIFEROUS/ HARDWOOD	5300: RESERVOIRS - PITS, RETENTION PONDS, DAMS	6210: CYPRESS	6300: WETLAND FORESTED MIXED	6170: MIXED WETLAND HARDWOODS	6410: FRESHWATER MARSHES	6430: WET PRAIRIES	8320: ELECTRICAL POWER TRANSMISSION LINES
	Impacts by acre																		
2C				5		3													0.1
3B																			
4B										2									
5A									0.5		3				0.8				
6A	5																		
7A	0.9								2										
7B									5										
9A	2																		
10A	4																		
11A1							0.9												
11A2	0.3						0.1												
11A3	0.3						0.7	0.2											
11A5	0.9						4												
11B2				2									0.3		0.1				
11C2	2													0.7		5			
12B	0.7	3	1									0.4							
13A						5			3									0.1	
14B		3																	
15B		4															0.2		
TOTAL	16.1	10	1	7	0.00	8	5.7	0.2	10.5	2	3	0.4	0.3	0.7	0.9	5	0.2	0.1	0.1

8. Essential Fish Habitat

The proposed project would have **no involvement** with Essential Fish Habitat.

D. PHYSICAL IMPACTS

1. Highway Traffic Noise

A traffic noise analysis was performed following Code of Federal Regulations Title 23 Part 772 (23 CFR 772), *Procedures for Abatement of Highway Traffic Noise and Construction Noise*, using methodology established by the FDOT in the *Project Development and Environment Manual*, Part 2, Chapter 18 (dated June 14, 2017). The purpose of the noise study was to identify noise-sensitive sites that would be impacted with the proposed project and evaluate abatement measures at impacted noise-sensitive sites.

Traffic noise levels were predicted for the noise-sensitive locations along the project corridor for the 2015 (existing) conditions, and for the 2045 (Design Year) No-build Alternative and Build Alternative. Approximately 824 residences, including single-family homes and mobile homes, were identified as being sensitive to traffic noise along the proposed SR 408 Extension within the limits of this project. Also, seven non-residential or special-use noise-sensitive sites, including a sports field, a recreation center, community playgrounds, and a medical office, were identified along the project corridor. Design Year traffic noise levels at nearby residences are predicted to range from 45.3 to 75.0 dB(A). The Build Alternative noise levels at special land use sites are predicted to range from 39.7 dB(A) at an interior location at the Orlando Center for Women's Health to 64.6 dB(A) at the Deerwood Mobile Home Park pool area during the Design Year. Noise impacts are predicted to occur at 159 residences. No other noise-sensitive sites within the project study area are predicted to experience traffic noise levels equal to or exceeding the Noise Abatement Criteria (NAC). Three hundred forty-seven residences and three Special Land Uses (SLUs) (Waterford Creek Playground, Bridgewater Recreation Center, and Deerwood Mobile Home Park pool) are expected to experience a noise level increase greater than 15.0 dB(A) over existing levels with the Build Alternative.

Noise barriers were considered for all noise-sensitive receptor sites where Design Year traffic noise levels were predicted to equal or exceed the NAC. As such, noise barriers were considered at 13 locations to mitigate noise impacts. Since traffic management and alignment modifications were determined to not be viable abatement measures, noise barriers were determined to be the only potentially viable abatement measure that could be implemented for this project. Noise abatement was determined to not be feasible or reasonable at 89 impacted homes, most of which are projected to realize a noise level increase of at least 15 dB(A) under the Build Alternative. Because a noise study identified sensitive receptors and potential noise barriers will be considered, **no substantial** impacts from noise are anticipated.

2. Air Quality

An Air Quality Technical Memorandum was prepared for this project in accordance with FDOT's *PD&E Manual, Part 2, Chapter 19 (Air Quality)*, updated June 14, 2017, which incorporates the requirements of the National Environmental Policy Act (NEPA), and related federal and state laws. The proposed project is located in Orange County, an area currently designated as being in attainment for the following criteria air pollutants: ozone/nitrogen dioxide/particulate matter (2.5 microns in size and 10 microns in size)/sulfur dioxide/carbon monoxide/lead.

The project's alternatives were subjected to a carbon monoxide (CO) screening model that makes various conservative worst-case assumptions related to site conditions, meteorology and traffic. FDOT's screening model for CO uses the latest United States Environmental Protection Agency (USEPA)-approved software to produce estimates of one-hour and eight-hour CO at default air quality receptor locations. The one-hour and eight-hour estimates can be directly compared to the current one- and eight-hour National Ambient Air Quality Standards (NAAQS) for CO. Estimates of CO were predicted for default receptors which are located 10 feet to 150 feet from the edge of the roadway. Based on the results from the screening model, the highest project-related CO one- and eight-hour levels are not predicted to meet or exceed the one- or eight-hour NAAQS for this pollutant under either the No-Build or Build alternatives. As such, the project "passes"

the screening model. The project is expected to improve traffic flow in the surrounding area by providing a new roadway corridor to reduce congestion and improve mobility, which should reduce operational greenhouse gas emissions. For these reasons, **no substantial** impacts to air quality are anticipated as a result of the proposed project.

3. Contamination

A Level I Contamination Screening Evaluation Report (CSER) was prepared for this project in accordance with the FDOT's *PD&E Manual, Part 2, Chapter 20 (Contamination Impacts)*, updated June 14, 2017, which incorporates the requirements of NEPA, and related federal and state laws. This report identifies and evaluates known or potential contamination issues from the preferred alternative, presents recommendations concerning these issues, and discusses possible impacts to the proposed project in relation to the preferred alternative.

Information was obtained for the CSER from Florida Department of Environmental Protection (FDEP) and USEPA databases as well as field investigations and reviews of historic and aerial photographs. A total of 22 sites were identified with potential contamination concerns. After evaluation, 2 of those sites were assigned a risk rating of None, 4 sites were assigned a risk rating of Low, 13 sites were assigned a risk rating of Medium, and 3 sites were assigned a risk rating of High. One brownfield is adjacent to the preferred alternative. Multiple auto salvage yards that are not represented in regulatory contamination databases are present in the project area.

There are one High-risk, two Medium-risk, and two Low-risk sites proposed for right-of-way acquisition under the preferred alternative. Additionally, two High-risk sites are adjacent to the preferred alternative. The two proposed floodplain compensation ponds, 11C3 and 11C4, are located on or adjacent to the property of Sporty's Auto Repair, a Medium-risk contamination site previously identified in the CSER. Sporty's Auto Repair would also be impacted by the alignment under the preferred alternative.

Medium- and High-risk sites are recommended for additional assessment, including soil and groundwater testing, if right-of-way acquisition or subsurface work (including construction of any structures or stormwater ponds) is proposed on or adjacent to them. Because of the database and field reviews and planned additional assessment, **no substantial** contamination impacts are anticipated.

4. Utilities and Railroads

Utility companies with known facilities within the proposed project limits were contacted and requested to submit as-built plans and information on any proposed utilities within the project limits. **Table 5** presents a list of utility types and owners, based on the responses received. **No substantial** impacts are anticipated to utilities or railroads as a result of the project.

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Table 5 Existing Utilities

Utility	Contact Information	Utility Type
American Traffic Solutions	Santiago Martinez - (480) 596-4595	Communications/Electric
Charter Communications	Marvin Usry Jr - (407) 532-8509	Internet, Cable T.V., Phone, Fiber
City of Orlando-Wastewater	David Breitrick - (407)246-3525	Wastewater/Reclaim Water
Advanced Cabling Solutions Inc	Robert Ford - (407) 883-8881	Electric and Fiber
Duke Energy	Megan Vonstetina - (727) 893-9394	Electric
Fibernet Direct	Danny Haskett - (305) 552-2931	Fiber
Lovelace Gas Service	Garry Lovelace - (407) 277-2966	Gas
MCI	Dean Boyers - (469) 886-4238	Communications/Fiber Optic
Orange County Utilities - Waste Water	David Shorette - (407) 254-9764	Wastewater
Orange County Public Works	Roger Smith - (407) 836-7900	Traffic Signals & Fiber
Central Florida Expressway Authority	Vu Vu - (407) 843-5120	Fiber Optic
Orange County Utilities	Marc Brown - (407) 836-6869	Water
Orlando Telephone Company Inc	Jack Leopard - (407) 996-6297	Fiber and Telephone
Duke Energy	Megan Vonstetina - (727) 893-9394	Fiber
Teco Peoples Gas - Orlando	Deborah Frazier - (407)420-6609	Gas
Centurylink	George Mcelvain - (303) 992-9931	Telephone
AT&T/Distribution	Dino Farruggio - (561) 997-0240	Telephone
Comcast Cable Communications	Wade Mathews - (352) 516-3824	CATV

5. Construction

Construction activities for the proposed project will have short-term air, noise, vibration, water quality, traffic flow, and visual impacts for those residents and travelers within the immediate vicinity of the project. The air quality effect will be temporary and will primarily be in the form of emissions from diesel-powered construction equipment and dust from embankment and haul road areas. Air pollution associated with the creation of airborne particles will be effectively controlled through the use of watering or the application of

other controlled materials in accordance with the FDOT's latest edition of *Standard Specifications for Road and Bridge Construction*.

During construction of the project, there is the potential for noise impacts to be substantially greater than those resulting from normal traffic operations because heavy equipment is typically used to build roadways. In addition, construction activities may result in vibration impacts. Therefore, early identification of potential noise/vibration sensitive sites along the project corridor is important in minimizing noise and vibration impacts. The project corridor does include residential, institutional, and commercial areas that may be affected by noise and vibration associated with construction activities. Construction noise and vibration impacts to these sites will be minimized by adherence to the controls listed in the latest edition of the FDOT's *Standard Specifications for Road and Bridge Construction*. Adherence to local construction noise and/or construction vibration ordinances by the contractor will also be required, where applicable.

Water quality effects resulting from erosion and sedimentation will be controlled in accordance with the FDOT's latest edition of *Standard Specifications for Road and Bridge Construction* and through the use of Best Management Practices (BMPs). Maintenance of traffic and sequence of construction will be planned and scheduled to minimize traffic delays throughout the project. Signs will be used to provide notice of access to local businesses and other pertinent information to the traveling public. All provisions of the FDOT's latest edition of *Standard Specifications for Road and Bridge Construction* will be followed, so **no substantial** impacts from construction are anticipated as a result of the proposed project.

6. Bicycles and Pedestrians

SR 408 is proposed as a limited access facility; therefore, no bicycle or pedestrian facility will be provided along the SR 408 Eastern Extension. Along the extension of Chuluota Road there are proposed seven-foot bicycle lanes and continuous five-foot concrete sidewalks along the north and south side of the Chuluota Road Extension. Also, there are various grade separations that will be provided along the mainline of SR 408 which will

allow pedestrian connectivity throughout various local streets. For these reasons, **no substantial** impacts to bicycles and pedestrians are anticipated as a result of the proposed project.

7. Navigation

The Econlockhatchee River is not navigable in the vicinity of this project. As a result, the project is expected to have **no involvement** with navigation.

F. 5.



FY 2017 General Traffic and Earnings Consultant's Annual Report

Hugh W. Miller, Jr., PhD, PE

— June 29, 2018 —

FY17 General Traffic and Earnings Consultant's Annual Report

Annual activity

- Required by bond covenants
- Performed by an “Independent Consultant”

Results used in:

- Financial disclosure to investors
- Financial planning and bond sales
- Work Program and Master Plan



Overall Approach

- Analysis of future annual transactions and revenue, as well as effective toll rate (\$/trans)
- Estimates reflect adopted toll rate policies as well as the impacts of approved improvements to CFX System and relevant network
- Combine short-term and long-term estimates
- Separate estimates for each plaza group



Overall Approach

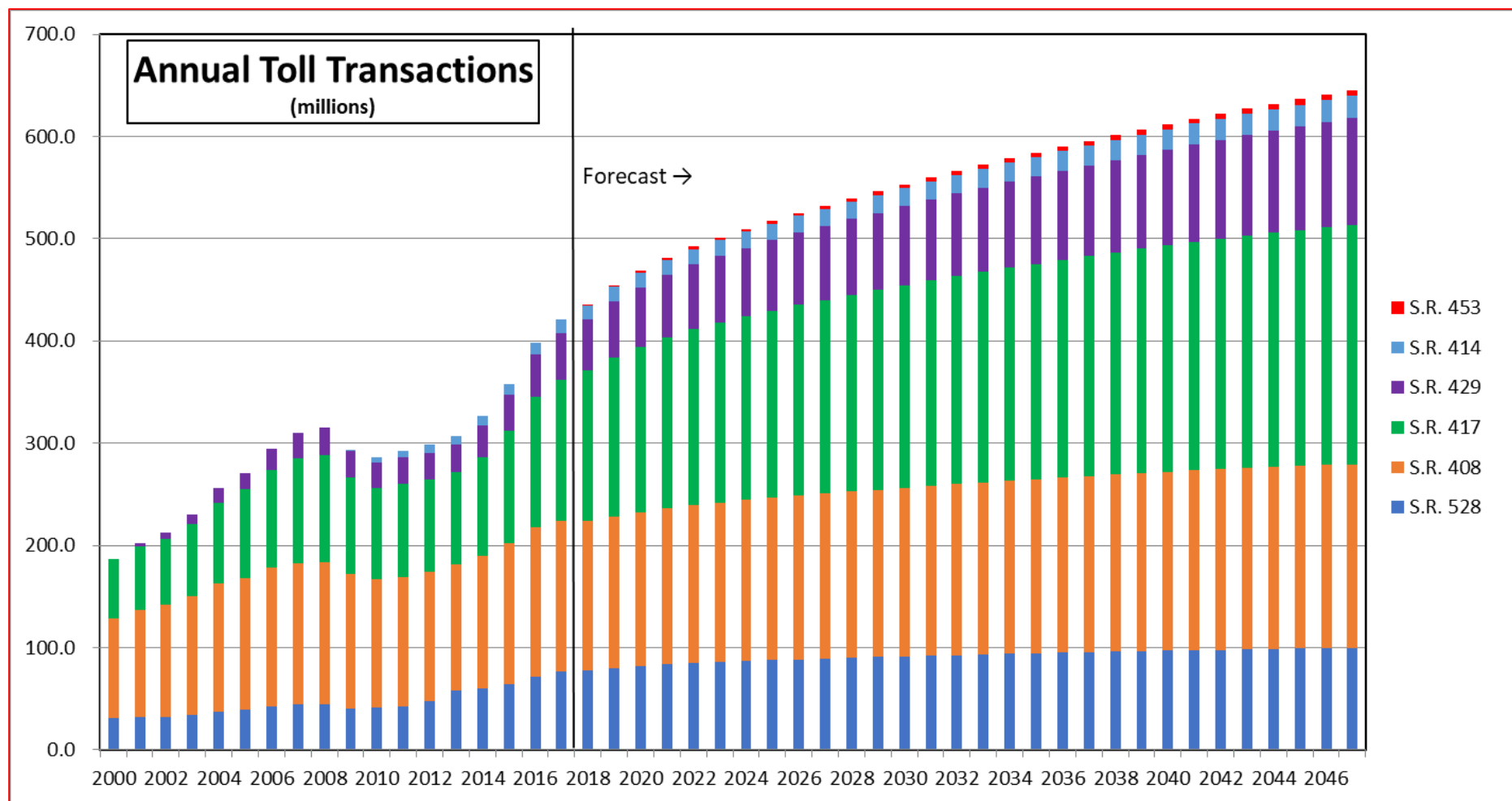
Short-term estimates

- Update prior estimates for first year to replicate actual results
- Update short-term growth rates to reflect recent growth

Long-term estimates from travel demand model

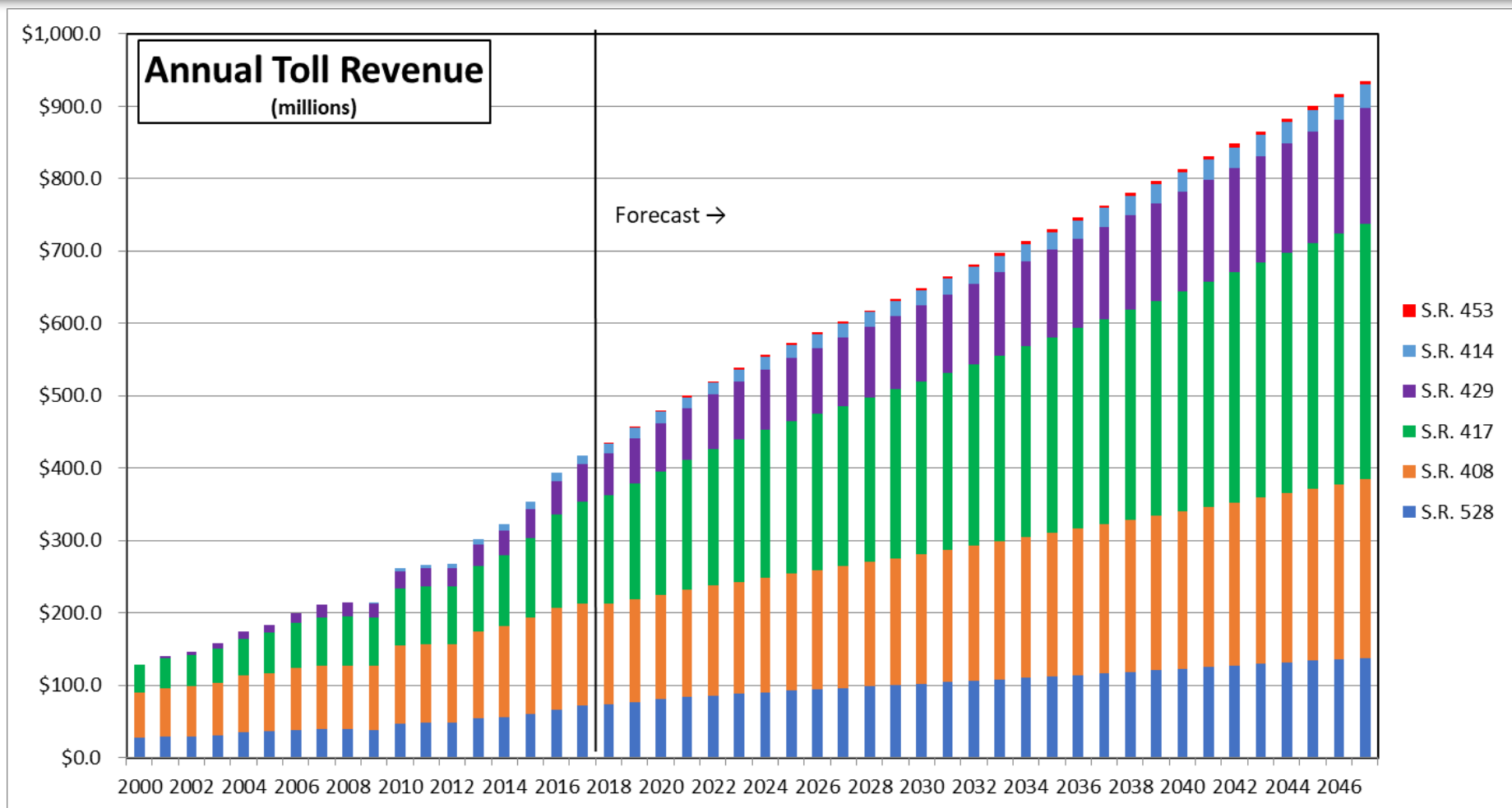
- Spatial patterns of socio-economic growth from the MPOs, controlled to County-level forecasts in the BEBR Medium population forecasts
- Transportation networks based on cost-feasible plans from the MPOs, including CFX Work Program and Master Plan
- Toll rates and toll rate adjustments (indexing)

Estimates in FY17 Report



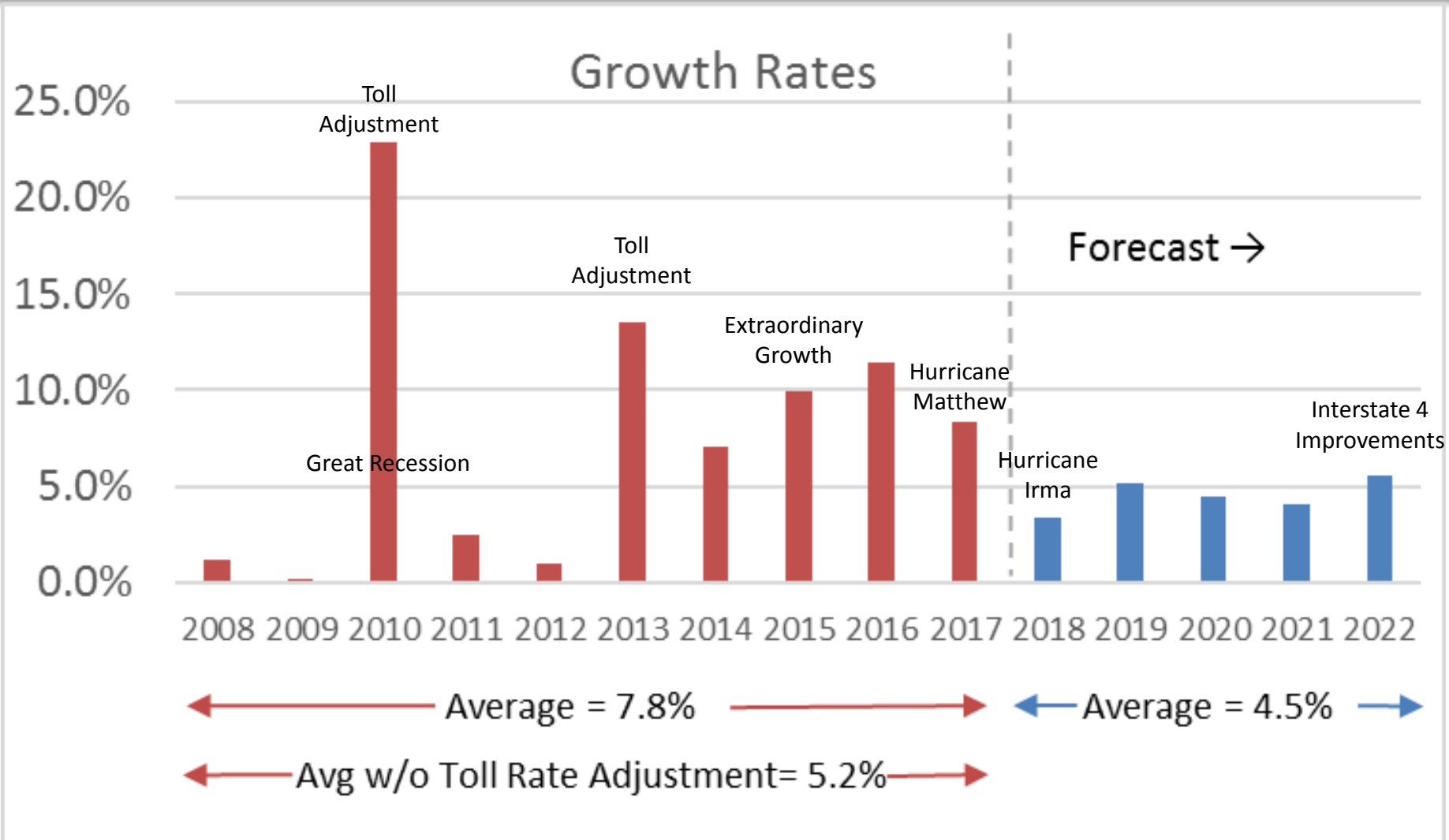
Prior to adjustments due to Revenue Recaptured from UTN/PBP and Discount Programs

Estimates in FY17 Report

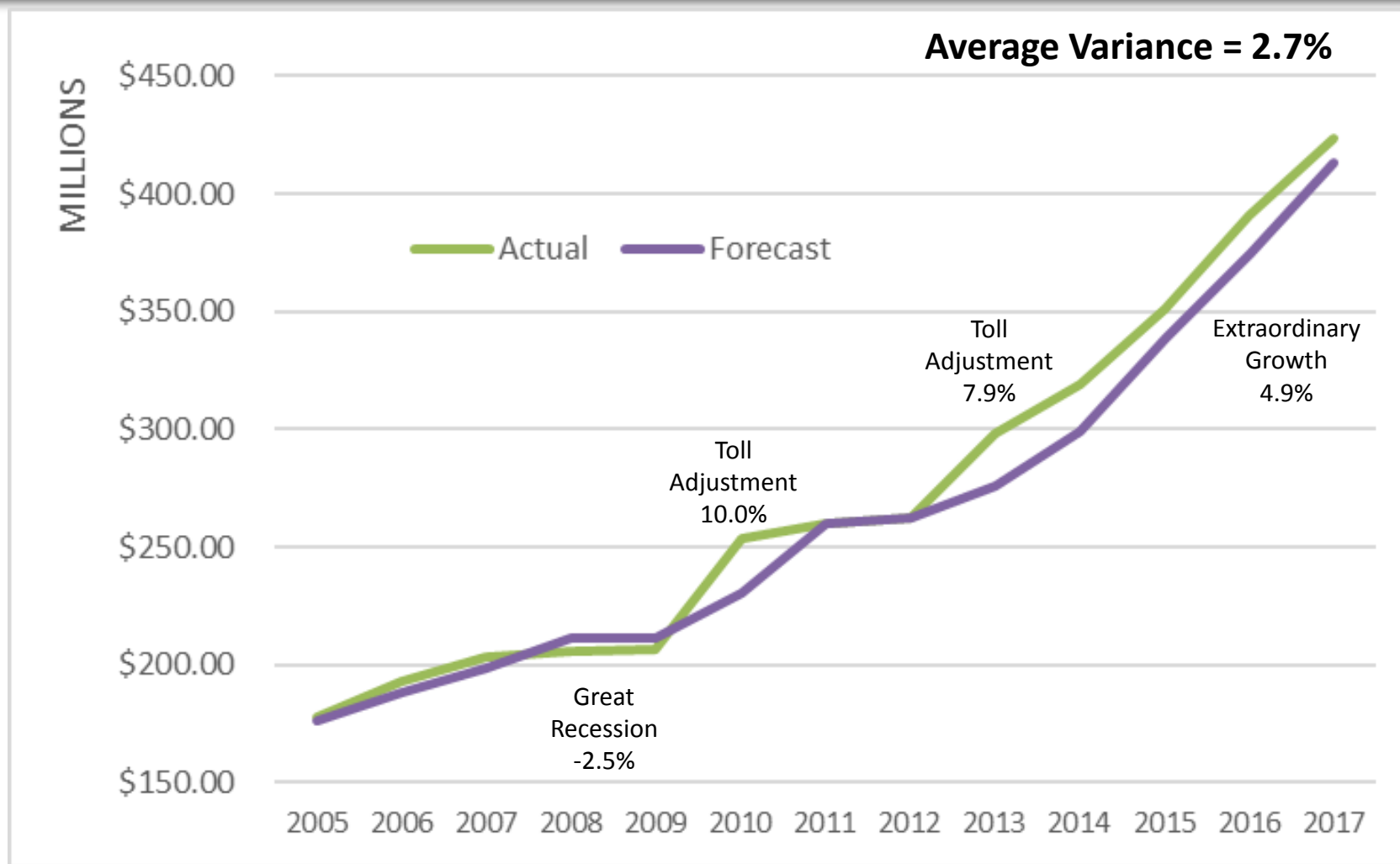


Prior to adjustments due to Revenue Recaptured from UTN/PBP and Discount Programs

Growth Rates in Fiscal Year Annual Revenue

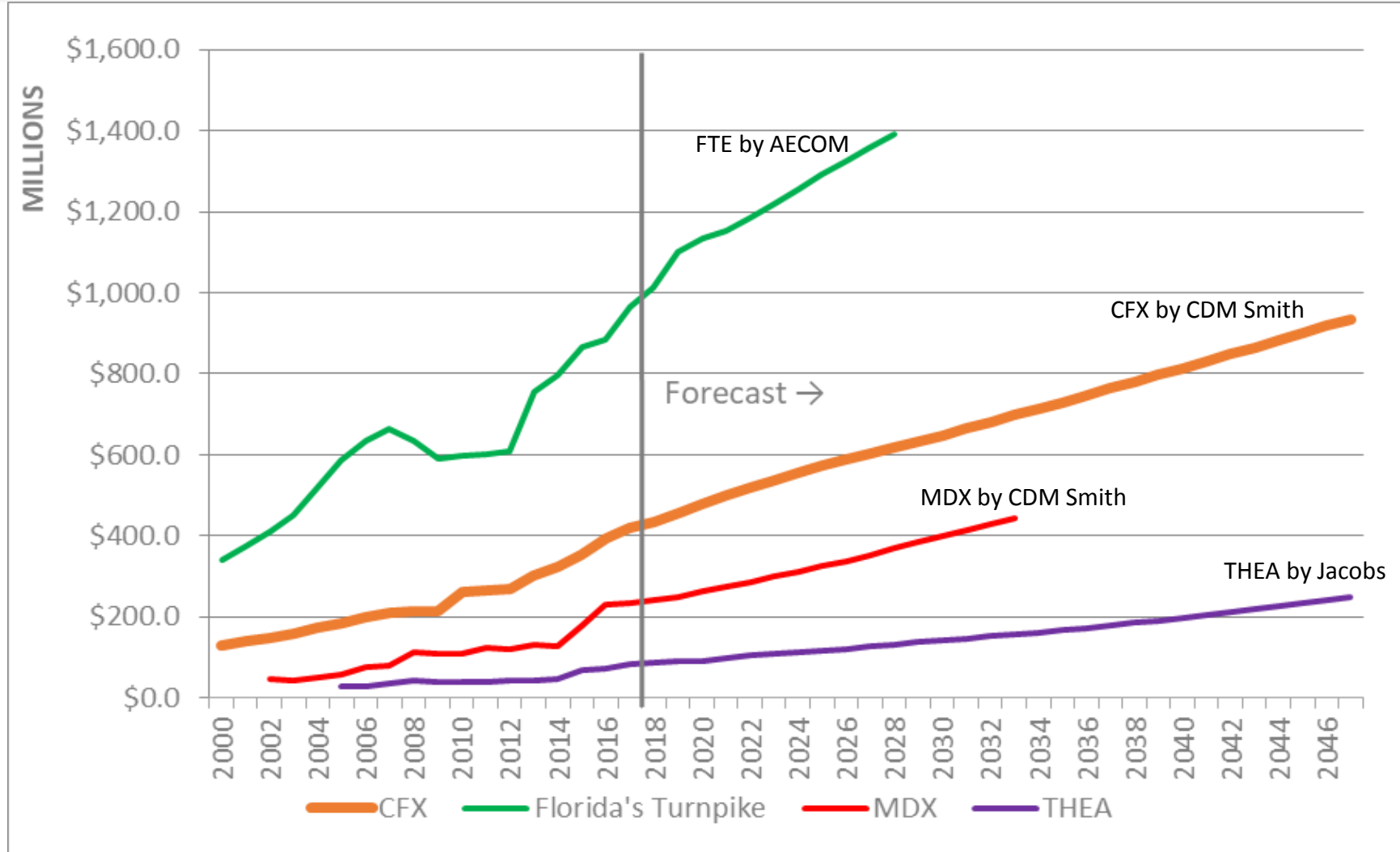


Fiscal Year Annual Toll Revenue



After adjustments due to Revenue Recaptured from UTN/PBP and Discount Programs

Comparison Fiscal Year Annual Toll Revenue



Questions



F. 6.



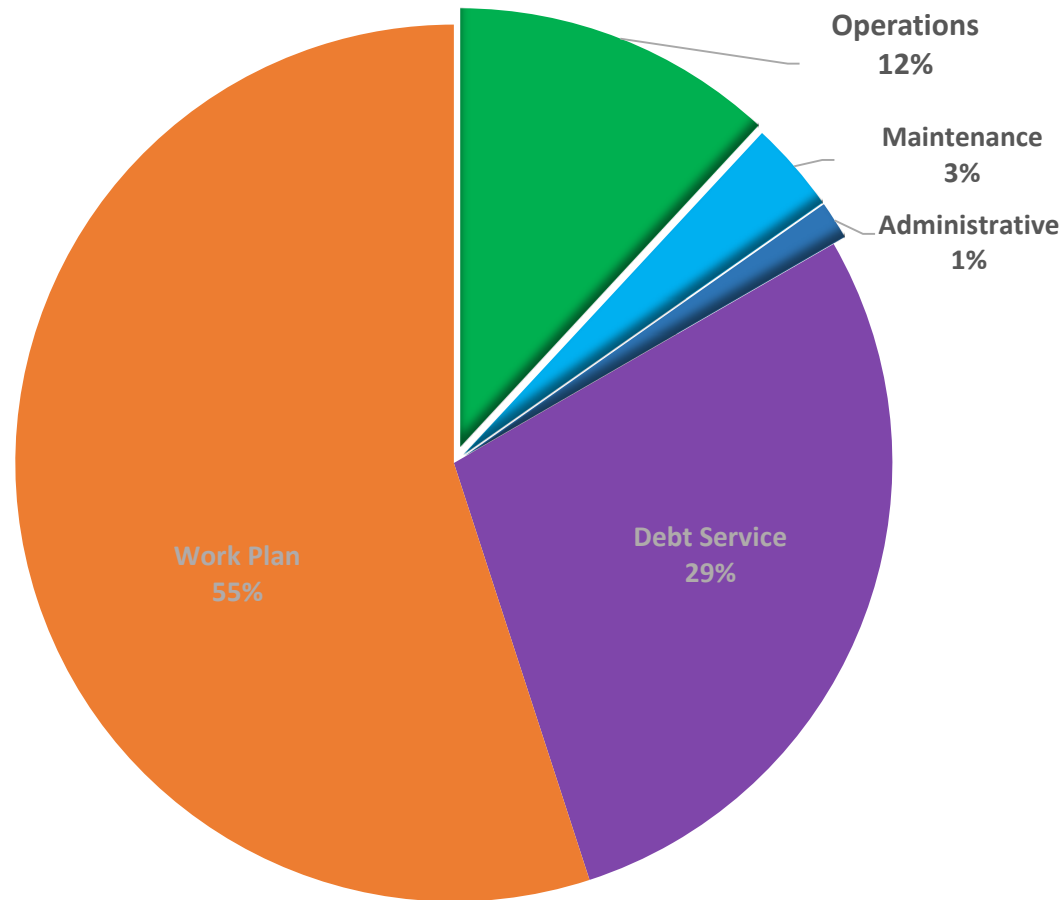
**FY 2019 OPERATIONS, MAINTENANCE &
ADMINISTRATION BUDGET
and
FY 2019 – FY 2023 FIVE YEAR WORK PLAN**

June 29, 2018

Fiscal Year 2019 Projected Revenue

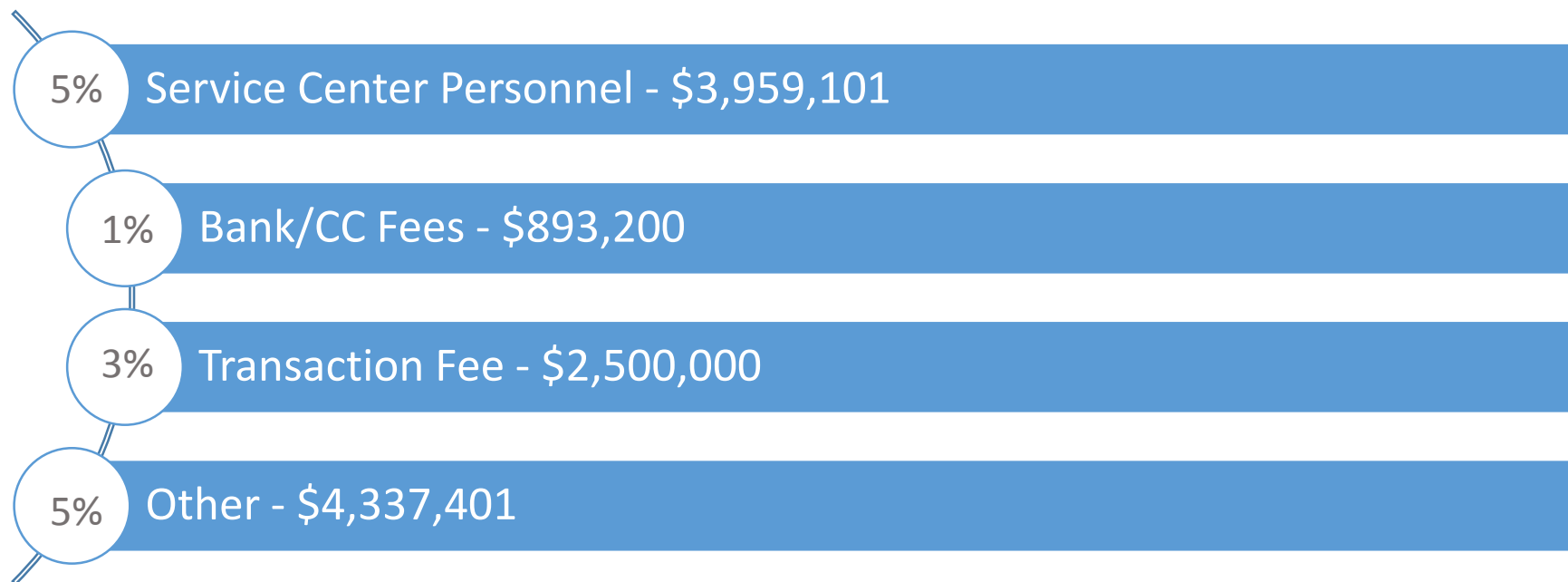
FY18 Projected Year End	\$452,323,274
Traffic Volume Increase	\$14,437,000 (3.2%)
Rate Adjustment	\$7,463,000 (1.7%)
Other	\$68,496 (0.1%)
FY 2019 Projected	\$474,291,770 (5%)

Fiscal Year 2019 Spend



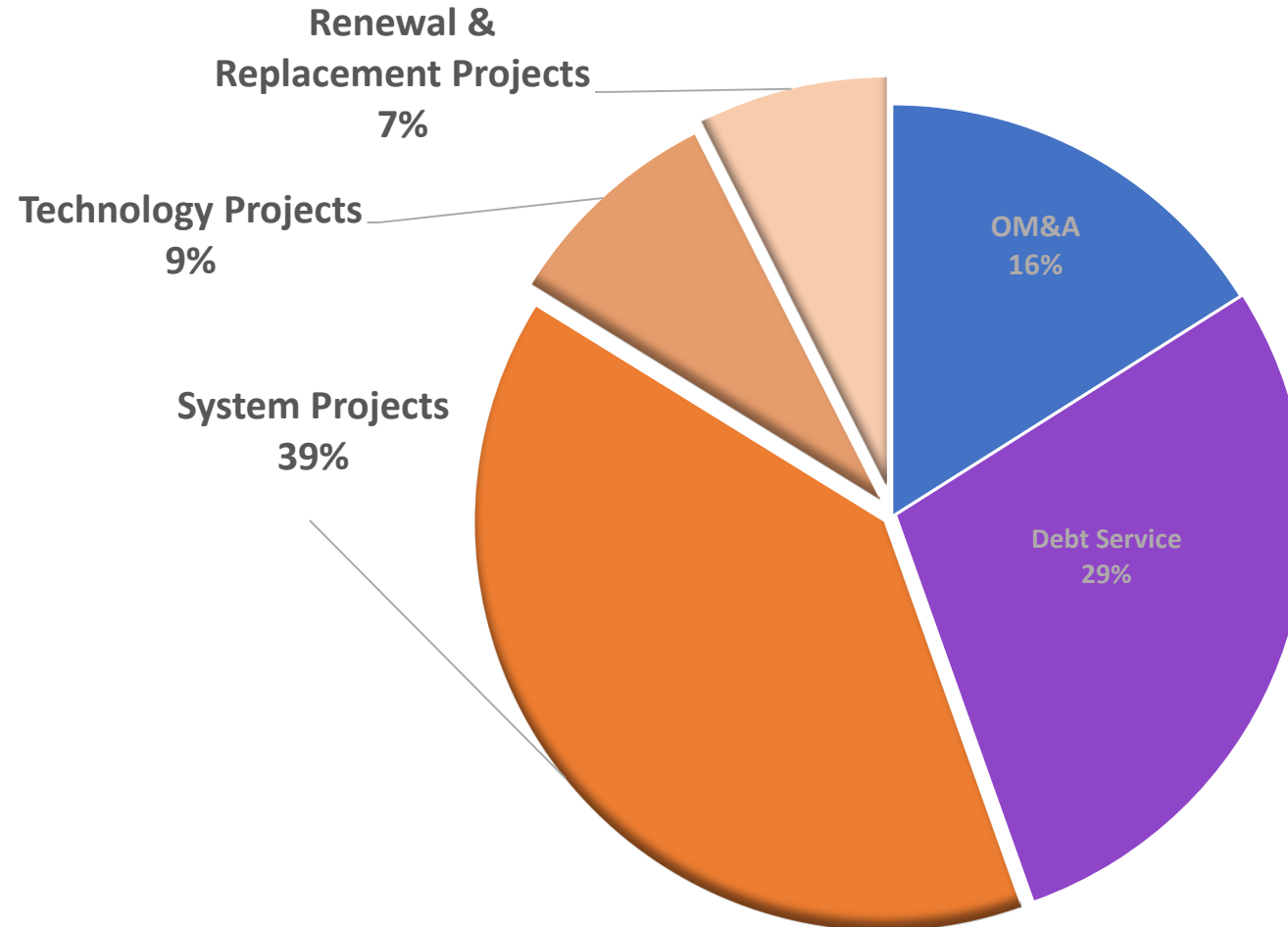
Fiscal Year 2019 Projected Expenses

FY18 Year End - \$82,673,810 (Projected)



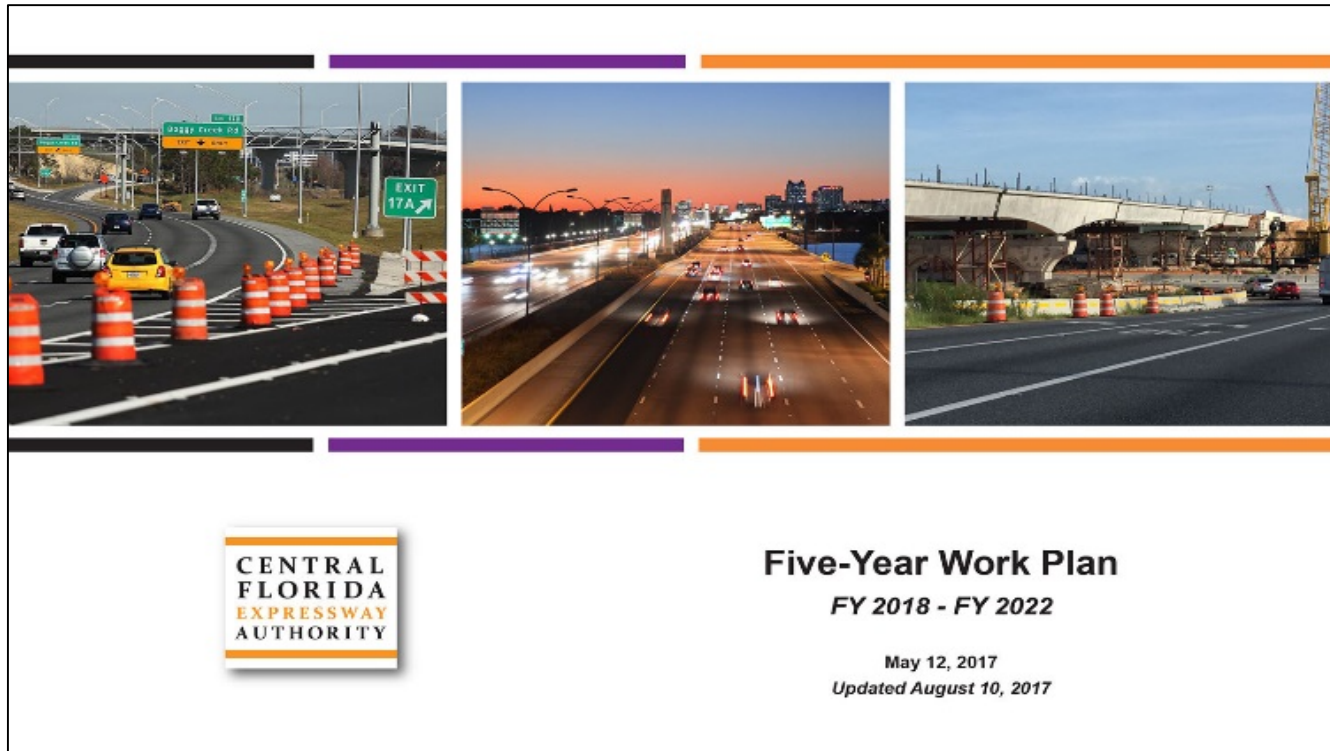
\$94,363,512 (14%)

Fiscal Year 2019 Spend



Accomplishments

Current Five-Year Work Plan



Adopted May 2017

- \$1.65 B

Major Accomplishments:

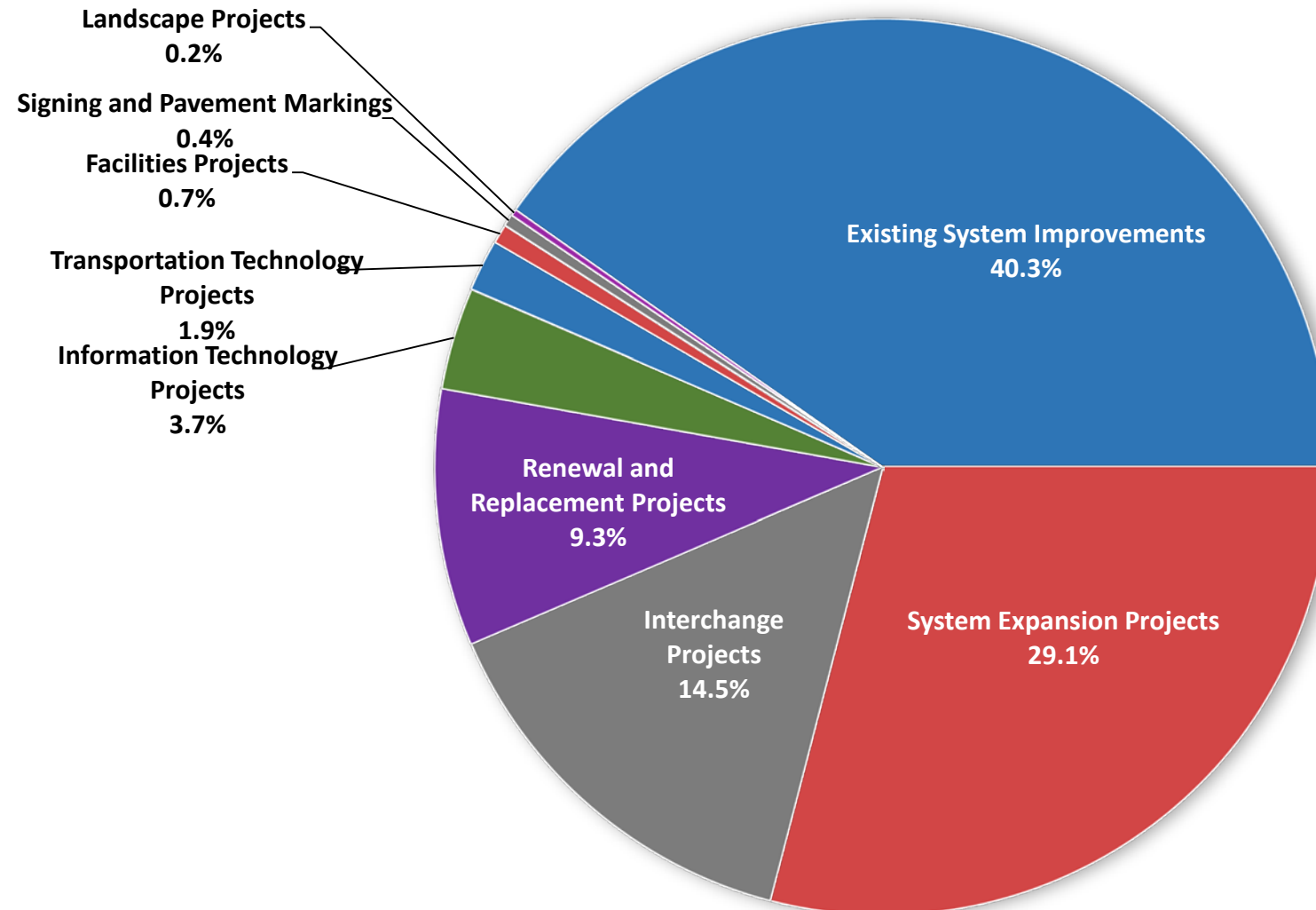
- Wekiva Parkway Open
- SR 528 / Innovation Way Interchange Open
- SR 408 / SR 417 Interchange - Phase I Complete
- OCX Master Plan Concept Studies Complete

FY 2019-2023 Work Plan

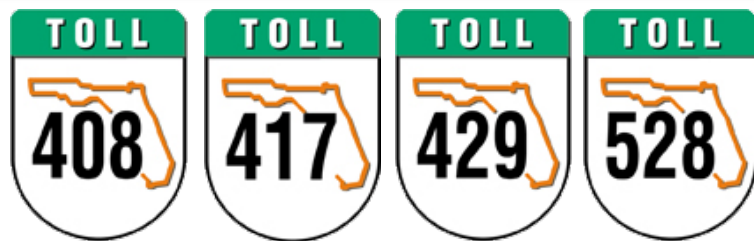
Project Cost Summary (\$000's)	Fiscal Year					Totals
	2018/19	2019/20	2020/21	2021/22	2022/23	
Existing System Improvements	96,511	154,899	315,199	155,569	46,983	769,161
System Expansion Projects	12,420	12,149	37,645	105,784	387,140	555,138
Interchange Projects	117,416	96,314	6,617	12,350	43,704	276,401
Facilities Projects	2,271	4,065	4,158	1,554	1,155	13,203
Transportation Technology Projects	14,065	9,009	5,554	3,989	3,138	35,755
Information Technology Projects	37,259	16,689	7,251	5,000	4,000	70,199
Signing and Pavement Markings	1,837	2,847	1,966	1,392	180	8,222
Renewal and Replacement Projects	44,000	58,165	31,203	35,335	8,119	176,822
Landscape Projects	810	805	1,435	810	805	4,665
Non-System Projects	0	0	0	0	0	0
TOTALS	326,589	354,942	411,028	321,783	495,223	1,909,565

Funding Distribution

FY 2019-2023 Work Plan



Existing System Improvements - \$769.2 M



- SR 408 from SR 417 to Alafaya Trail (\$56.0 M)
- SR 417 from I-Drive to SR 528 (\$396.3 M)
- SR 417 from Econ Trail to Seminole County Line (\$46.3 M)
- SR 429 from Florida's Turnpike to SR 414 (\$121.7 M)
- SR 528 from SR 436 to Goldenrod Road (\$80.7 M)
- SR 528 from Narcoossee Road to Innovation Way (\$39.1 M)
- Other Projects (\$29.1 M)

Benefits of Capacity Improvements

Reduction in Travel Time for Customers

SR 408 from SR 417 to Alafaya Trail	5-8 min
SR 417 from I-Drive to SR 528	12-18 min
SR 417 from Econ Trail to County Line	11-16 min
SR 429 from CR 535 to SR 414	11-17 min
SR 528 from SR 436 to Goldenrod Road	6-9 min
SR 528 from Narcoossee Road to Innovation Way	5-7 min

Interchange Projects - \$276.4 M



- SR 408 / SR 417 Interchange (\$51.5 M)
 - Phase II Complete in Fall of 2019
- SR 408 / I-4 Ultimate Contribution (\$156.3 M)
 - Complete in December 2021
- SR 528 / Dallas Boulevard Interchange (\$58.5 M)
- Other Projects (\$10.1 M)

System Expansion Projects - \$551.1 M

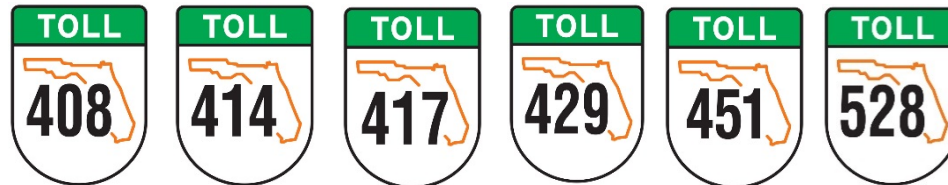
- Lake / Orange County Connector (Potential) (\$16.6 M)
 - PD&E Study (\$1.5 M)
 - Final Design (\$15.1 M)
- SR 408 Eastern Extension (Potential) (\$17.1 M)
 - PD&E Study (\$0.1 M)
 - Final Design for Segment 1 (\$17.0 M)
- Poinciana Parkway Extension (Potential) (\$15.3 M)
 - PD&E Study (\$2.0 M)
 - Final Design for Segment 1 (\$13.3 M)

System Expansion Projects - \$551.1 M

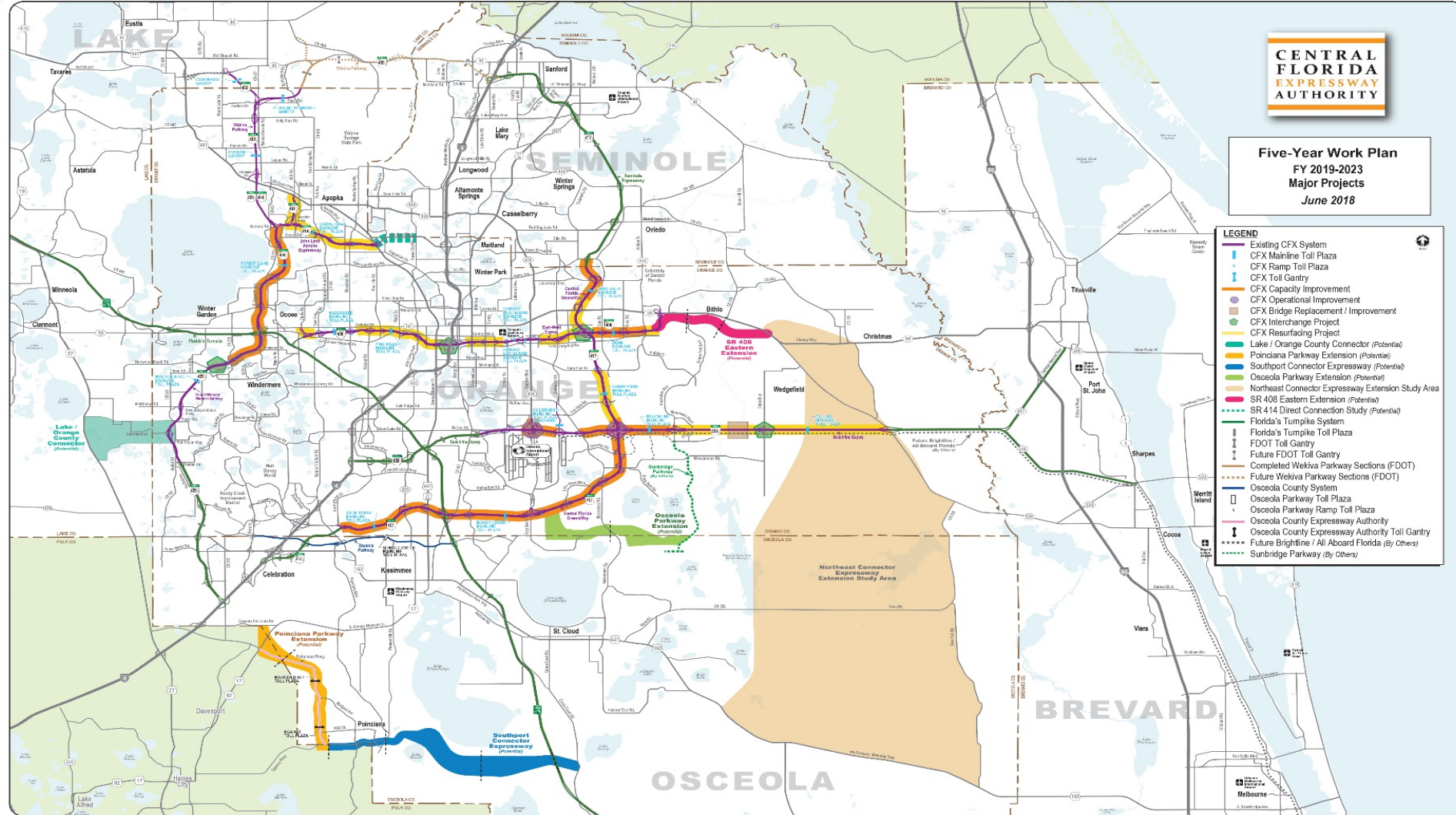
- Osceola Parkway Extension (Potential) (\$343.2 M)
 - PD&E Study (\$2.0 M)
 - Final Design (\$57.0 M)
 - Partial Right-of-Way (\$29.5 M)
 - Mitigation (\$67.6 M)
 - Partial Construction (\$187.1 M)
- Southport Connector Expressway (Potential) (\$148.7 M)
 - PD&E Study (\$2.0 M)
 - Final Design for Segments 1, 2 and 3 (\$60.5 M)
 - Partial Right-of-Way for Segments 1, 2 and 3 (\$86.2 M)
- Other Projects (\$14.2 M)

Other Notable Projects

- Milling & Resurfacing → \$135.6 M
- Toll Collection System Upgrade → \$25.7 M
- E-PASS Back Office Update → \$19.6 M



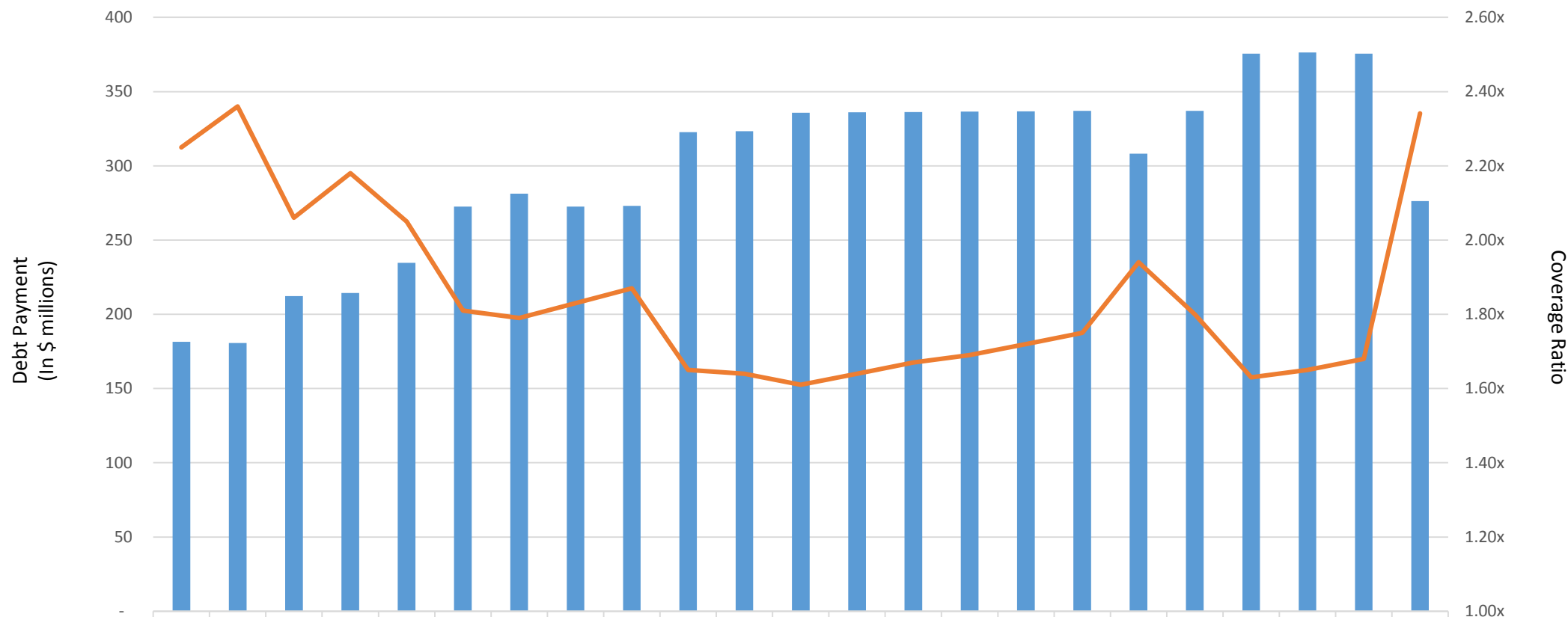
Major Projects Map FY 2019-2023 Work Plan



Capital Planning Model Results

- Requires additional debt
 - Approximately \$892 million (FY19, FY21, FY23)
 - Approximately 47% of project expenditures over the 5 year period
- Modeling updated
 - New bonds are issued
 - New major assumptions
- Debt coverage ratio meets 1.60 planning target

Debt Payment and Coverage



% Adjustment in Projected Revenue	5.0%	4.5%	4.1%	5.6%	3.5%	3.1%	2.8%	2.4%	2.4%	2.4%	2.3%	2.3%	2.3%	2.2%	2.2%	2.2%	2.2%	2.1%	2.1%	2.0%	2.0%	2.0%	1.9%
Total Debt Outstanding (\$billions)	2.79	2.73	3.02	2.94	3.16	3.63	3.64	3.52	3.40	3.84	3.69	3.70	3.54	3.37	3.20	3.02	2.83	2.74	2.89	3.11	2.91	2.71	2.50
Total Debt Payments (\$millions)	182	181	212	214	235	273	281	273	273	323	323	336	336	336	336	337	337	308	337	376	376	376	276
Senior Lien Coverage	2.25x	2.36x	2.06x	2.18x	2.05x	1.81x	1.79x	1.83x	1.87x	1.65x	1.64x	1.61x	1.64x	1.67x	1.69x	1.72x	1.75x	1.94x	1.80x	1.63x	1.65x	1.68x	2.34x

Recommended Motion

Approval of fiscal year 2019 Operations, Maintenance and Administration Budget and fiscal years 2019-2023 Five Year Work Plan.

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Budget 2018	Projected 2018	Budget 2019	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$430,500,000	439,000,000	\$460,900,000	\$30,400,000	5%	7%
Fees Collected via Pay by Plate and UTC's	5,840,000	6,665,000	7,248,500	1,408,500	9%	24%
Transponder sales	226,460	271,580	286,700	60,240	6%	27%
Other Operating	1,399,646	1,356,800	1,349,670	(49,976)	-1%	-4%
Interest	3,118,625	4,019,024	3,469,550	350,925	-14%	11%
Miscellaneous	1,010,268	1,010,870	1,037,350	27,082	3%	3%
Total revenues	442,094,999	452,323,274	474,291,770	32,196,771	5%	7%
Expenses:						
Operations	57,173,411	55,198,398	63,606,058	6,432,648	15%	11%
Maintenance	17,831,023	17,812,008	19,937,227	2,106,204	12%	12%
Administrative	8,135,422	7,538,530	8,366,477	231,055	11%	3%
Other Operating	2,535,599	2,124,874	2,453,750	(81,849)	15%	-3%
Total expenses	85,675,454	82,673,809	94,363,512	8,688,058	14%	10%
Add deposits into OMA reserve	735,436	735,436	1,086,007	350,571	48%	48%
Less advances for operations and maintenance expenses received from the FDOT	(7,022,890)	(6,916,087)	(7,070,420)	(47,530)	2%	1%
Total Expenses and Deposits	79,388,000	76,493,158	88,379,099	8,991,099	16%	11%
Net revenues, as defined, plus payments received from the FDOT	362,706,999	375,830,116	385,912,671	23,205,672	3%	6%
Senior debt service payments*	162,955,205	162,955,205	160,988,513	(1,966,692)	-1%	-1%
Subordinate Lien (SIB Loan)	1,074,549	1,074,549	-	(1,074,549.00)	-100%	-100%
SunTrust Bank Loan Payment	6,890,416	6,890,416	7,147,340	256,924.00	4%	4%
Total debt payments plus FDOT repayments	170,920,170	170,920,170	168,135,853	(2,784,317)	-2%	-2%
Subordinate debt service ratio of net revenues to total debt payment	2.12	2.20	2.30	0.17	4%	8%
Senior debt service ratio of net revenues to debt service	2.23	2.31	2.40	0.17	4%	8%

* Per Bond Resolution Calculation.

Central Florida Expressway Authority
Budgeted Flow of Funds - Including Subordinate Payments
On a Cash Flow Basis

	Budget 2018	Projected 2018	Budget 2019	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$430,500,000	439,000,000	\$460,900,000	\$30,400,000	5%	7%
Fees Collected via Pay by Plate and UTC's	5,840,000	6,665,000	7,248,500	1,408,500	9%	24%
Transponder sales	226,460	271,580	286,700	60,240	6%	27%
Other Operating	1,399,646	1,356,800	1,349,670	(49,976)	-1%	-4%
Interest	3,118,625	4,019,024	3,469,550	350,925	-14%	11%
Miscellaneous	1,010,268	1,010,870	1,037,350	27,082	3%	3%
Total revenues	442,094,999	452,323,274	474,291,770	32,196,771	5%	7%
Expenses:						
Operations	57,173,411	55,198,398	63,606,058	6,432,648	15%	11%
Maintenance	17,831,023	17,812,008	19,937,227	2,106,204	12%	12%
Administrative	8,135,422	7,538,530	8,366,477	231,055	11%	3%
Other Operating	2,535,599	2,124,874	2,453,750	(81,849)	15%	-3%
Total expenses	85,675,454	82,673,809	94,363,512	8,688,058	14%	10%
Debt service payments	162,955,205	162,955,205	162,165,363	(789,842.00)	0%	0%
Subordinate Lien (SIB Loan)	1,074,549	1,074,549	-	(1,074,549)	-100%	-100%
SunTrust Bank Loan Payment	6,890,416	6,890,416	7,147,340	256,924	4%	4%
Renewal and Replacement Reserve	21,000,000	24,000,000	44,000,000	23,000,000	83%	110%
OM&A Capital Expenditures & Projects	456,500	263,677	468,500	12,000	78%	3%
Net Available for System Projects	\$164,042,875	\$174,465,618	\$166,147,055	\$2,104,180	-5%	1%

Central Florida Expressway Authority
All Activities - Total By Line Item

Description	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 5,562,375	\$ 5,591,166	\$ 5,858,261	\$ 295,886	4.8%	5.3%
Social Security and Medicare	392,191	387,216	412,333	20,142	6.5%	5.1%
Retirement Contributions -FRS	598,766	627,142	711,177	112,411	13.4%	18.8%
Life and Health Insurance	1,314,300	1,238,666	1,368,553	54,254	10.5%	4.1%
State Assessment	13,007	11,107	13,887	880	25.0%	6.8%
Workers' Compensation	52,298	53,285	53,385	1,087	0.2%	2.1%
Total Salaries & Benefits	7,932,936	7,908,582	8,417,596	484,660	6.4%	6.1%
OTHER						
Cost Of Transponders Sold - Sticker	844,600	950,000	1,050,000	205,400	10.5%	24.3%
Cost Of Transponders Sold - Hardcase	365,000	380,000	420,000	55,000	10.5%	15.1%
Cost Of Transponders Sold - Bumper	8,722	3,539	3,738	(4,984)	5.6%	-57.1%
Professional Services	1,494,250	1,419,303	1,629,250	135,000	14.8%	9.0%
Legal Fees	200,000	175,000	200,000	-	14.3%	0.0%
Consultant Fees	338,729	284,677	337,993	(736)	18.7%	-0.2%
Consultant Fees - Surveys	-	-	20,000	20,000		
Maintenance Program Support	112,000	112,000	162,000	50,000	44.6%	44.6%
Maintenance Program Support - ITS	1,020,000	850,000	850,000	(170,000)	0.0%	-16.7%
FON Program Support	200,000	250,000	250,000	50,000	0.0%	25.0%
Pavement Management System	35,000	35,000	35,000	-	0.0%	0.0%
Auditing Fees	79,500	79,500	79,500	-	0.0%	0.0%
Contract Personnel	9,669,664	8,729,000	13,098,988	3,429,324	50.1%	35.5%
Toll Plazas Salaries/Wages	10,172,024	10,172,024	10,316,332	144,308	1.4%	1.4%
Toll Plazas Other Direct Expenses	433,852	433,852	434,620	768	0.2%	0.2%
Toll Collection Management Fees	951,542	920,000	922,657	(28,885)	0.3%	-3.0%
Toll Plazas Administration Salaries	1,729,603	1,729,603	1,748,240	18,637	1.1%	1.1%
Toll Plazas Office Expenses	303,405	303,405	308,210	4,805	1.6%	1.6%
Toll Plazas Insurance and Bond	49,471	49,471	49,970	499	1.0%	1.0%
Florida Highway Patrol Services	965,871	1,013,000	1,031,364	65,493	1.8%	6.8%
Motorist Service Patrol Agreement	1,400,000	1,334,000	1,760,812	360,812	32.0%	25.8%
Rapid Incident Scene Clearance	50,000	30,000	50,000	-	66.7%	0.0%
Toll Plazas Janitorial	317,113	317,113	323,455	6,342	2.0%	2.0%
Travel	70,500	44,347	76,900	6,400	73.4%	9.1%
Reimbursed Local Travel	12,095	8,452	16,300	4,205	92.9%	34.8%
Gasoline	15,250	14,000	15,500	250	10.7%	1.6%
Telephone Service	548,410	373,285	409,250	(139,160)	9.6%	-25.4%
Internet Service	55,800	112,000	104,000	48,200	-7.1%	86.4%
Postage and Delivery	1,944,500	1,734,000	2,003,700	59,200	15.6%	3.0%
Printing	454,480	432,600	487,500	33,020	12.7%	7.3%
Service Center Printing and Mailing	60,000	62,000	66,000	6,000	6.5%	10.0%
CAFR	17,500	17,500	17,500	-	0.0%	0.0%
Utilities	2,474,000	2,371,000	2,481,000	7,000	4.6%	0.3%
Lease - Buildings	234,900	135,000	56,500	(178,400)	-58.1%	-75.9%
Leases - Equipment	57,632	52,500	54,700	(2,932)	4.2%	-5.1%
Records Management	31,900	27,800	32,956	1,056	18.5%	3.3%
Insurance	777,789	814,816	850,582	72,793	4.4%	9.4%
Repairs & Maint. - Equipment	181,600	160,800	258,300	76,700	60.6%	42.2%
Maintenance FON Locates	12,000	12,000	12,000	-	0.0%	0.0%
Maintenance - ITS Infrastructure	1,790,000	1,790,000	1,887,000	97,000	5.4%	5.4%
Support & Maint. - Software	98,910	99,089	104,043	5,133	5.0%	5.2%
Repairs & Maint. - Software and Hardware	1,011,715	1,048,700	655,550	(356,165)	-37.5%	-35.2%

Description	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
Maintenance - Toll Collection Software	890,000	950,000	890,000	-	-6.3%	0.0%
Maintenance - Toll System Replacement	511,372	250,000	511,000	(372)	104.4%	-0.1%
Repairs & Maint. - Fiber Optic Network	380,000	300,000	365,000	(15,000)	21.7%	-3.9%
Facilities Maintenance	2,058,120	2,017,137	1,906,680	(151,440)	-5.5%	-7.4%
Repairs and Maint. - Toll Equipment	2,987,796	2,820,750	2,894,082	(93,714)	2.6%	-3.1%
Repairs and Maint. - Toll Equipment Parts	420,500	360,250	390,500	(30,000)	8.4%	-7.1%
Repairs & Maint. - VES Equipment	521,303	500,000	515,069	(6,234)	3.0%	-1.2%
Repairs & Maint. - Vehicles	10,100	9,433	10,000	(100)	6.0%	-1.0%
System Modifications Maintenance -Website	5,400	25,000	5,400	-	-78.4%	0.0%
Roadway and Bridges Maintenance	5,259,300	6,772,465	6,373,540	1,114,240	-5.9%	21.2%
Landscape Maintenance Service	3,707,300	2,672,336	3,843,311	136,011	43.8%	3.7%
Bridge Inspection	342,000	356,500	342,000	-	-4.1%	0.0%
Sign Maintenance/Inspection	294,500	282,000	306,280	11,780	8.6%	4.0%
Traffic Signals and Lights	164,000	126,300	164,000	-	29.8%	0.0%
Aquatics	218,750	158,121	240,625	21,875	52.2%	10.0%
Board Meeting Broadcasting	8,700	8,700	8,700	-	0.0%	0.0%
Promotion - Sponsorships	-	1,017	-	-	-100.0%	
Promotion	1,757,500	1,757,500	1,800,000	42,500	2.4%	2.4%
Newsletter	2,000	3,600	3,600	1,600	0.0%	80.0%
Photography	2,000	4,000	2,000	-	-50.0%	0.0%
Displays	1,500	1,500	3,500	2,000	133.3%	133.3%
Graphic Production Services	78,500	57,500	70,000	(8,500)	21.7%	-10.8%
Promotional Items	26,000	26,300	27,500	1,500	4.6%	5.8%
Advertising and Legal Notices	7,500	7,300	7,500	-	2.7%	0.0%
Bank Fees	1,230,000	1,425,300	1,549,500	319,500	8.7%	26.0%
Credit Card Fees	7,345,537	7,100,000	7,870,000	524,463	10.8%	7.1%
Security	14,260	12,990	7,110	(7,150)	-45.3%	-50.1%
Special Events	21,000	26,500	37,000	16,000	39.6%	76.2%
Employee Support Services	3,000	5,800	7,000	4,000	20.7%	133.3%
Miscellaneous Expense	20,550	3,350	22,150	1,600	561.2%	7.8%
Office Supplies	94,019	76,500	88,750	(5,269)	16.0%	-5.6%
Office Expense - Other	198,575	166,640	196,700	(1,875)	18.0%	-0.9%
Operating Supplies	39,250	36,125	39,250	-	8.7%	0.0%
Transponder Supplies	10,000	7,000	10,000	-	42.9%	0.0%
Software Expense	49,775	75,150	3,100	(46,675)	-95.9%	-93.8%
Dues and Subscriptions	242,685	237,729	601,584	358,899	153.1%	147.9%
Books and Publications	600	100	600	-	500.0%	0.0%
Seminars and Conferences	30,300	32,454	40,425	10,125	24.6%	33.4%
Staff Training and Education	72,600	60,550	74,550	1,950	23.1%	2.7%
Contingency (Projects)	57,500	5,000	57,500	-	1050.0%	0.0%
Furniture	33,800	21,080	35,250	1,450	67.2%	4.3%
Total Other:	69,706,919	67,640,353	75,992,166	6,285,247	12.3%	9.0%
Interoperability Transaction Fee	5,500,000	5,000,000	7,500,000	2,000,000	50.0%	36.4%
Other Operating Expenses	2,535,599	2,124,874	2,453,750	(81,849)	15.5%	-3.2%
TOTAL	85,675,454	82,673,809	94,363,512	8,688,058	14.1%	10.1%
CAPITAL EXPENDITURES						
General Equipment	168,500	68,000	213,500	45,000	214.0%	26.7%
Vehicle Purchases	113,000	107,677	60,000	(53,000)	-44.3%	-46.9%
Software	175,000	88,000	195,000	20,000	121.6%	11.4%
Total Capital Expenditures:	456,500	263,677	468,500	12,000	77.7%	2.6%

Central Florida Expressway Authority
Operations Activity - Summary

	2018 Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
Toll Operations (710)	\$ 543,117	\$ 519,836	\$ 561,165	\$ 18,048	8%	3%
IT (720)	4,431,746	4,720,946	4,568,412	136,666	-3%	3%
Special Projects (725)	221,369	196,192	215,969	(5,399)	10%	-2%
Service Center (740 & 750)	20,087,392	18,647,919	24,150,079	4,062,687	30%	20%
E-PASS Business Services (743)	-	-	154,059	154,059		
Public Outreach/Education (745)	2,545,651	2,564,366	2,517,100	(28,551)	-2%	-1%
Toll Facilities	23,844,136	23,549,140	23,939,274	95,138	2%	0%
Subtotal	51,673,411	50,198,398	56,106,058	4,432,648	12%	9%
Interoperability Transaction Fee	5,500,000	5,000,000	7,500,000	2,000,000	50%	36%
Total Operating Costs	57,173,411	55,198,398	63,606,058	6,432,648	15%	11%

Capital Expenditures and Projects

Capital Expenditures

IT (720)	153,500	60,000	153,500	-	156%	0%
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Central Florida Expressway Authority
Operations Activity - Total By Line Item

Description	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 1,272,573	\$ 1,541,930	\$ 1,405,883	\$ 133,310	-9%	10.5%
Social Security and Medicare	91,404	114,272	104,556	13,152	-9%	14.4%
Retirement Contributions -FRS	123,958	151,429	157,645	33,687	4%	27.2%
Life and Health Insurance	310,035	352,796	342,442	32,407	-3%	10.5%
State Assessment	2,850	2,972	3,427	577	15%	20.3%
Workers' Compensation	3,983	4,802	4,628	645	-4%	16.2%
Total Salaries & Benefits	1,804,802	2,168,202	2,018,580	213,779	-7%	11.8%
OTHER						
Cost Of Transponders Sold - Sticker	844,600	950,000	1,050,000	205,400	11%	24.3%
Cost Of Transponders Sold - Hardcase	365,000	380,000	420,000	55,000	11%	15.1%
Cost Of Transponders Sold - Bumper	8,722	3,539	3,738	(4,984)	6%	-57.1%
Professional Services	659,000	740,000	904,000	245,000	22%	37.2%
Consultant Fees- Surveys	-	-	20,000	20,000		
Contract Personnel	9,020,405	8,090,000	12,020,101	2,999,696	49%	33.3%
Toll Plazas Salaries/Wages	10,172,024	10,172,024	10,316,332	144,308	1%	1.4%
Toll Plazas Other Direct Expenses	433,852	433,852	434,620	768	0%	0.2%
Toll Collection Management Fees	951,542	920,000	922,657	(28,885)	0%	-3.0%
Toll Plazas Administration Salaries	1,729,603	1,729,603	1,748,240	18,637	1%	1.1%
Toll Plazas Office Expenses	303,405	303,405	308,210	4,805	2%	1.6%
Toll Plazas Insurance and Bond	49,471	49,471	49,970	499	1%	1.0%
Toll Plazas Janitorial	317,113	317,113	323,455	6,342	2%	2.0%
Travel	12,200	5,900	14,700	2,500	149%	20.5%
Reimbursed Local Travel	1,450	1,150	2,950	1,500	157%	103.4%
Gasoline	1,900	1,400	2,150	250	54%	13.2%
Telephone Service	528,560	356,020	409,250	(119,310)	15%	-22.6%
Internet Service	55,800	112,000	104,000	48,200	-7%	86.4%
Postage and Delivery	1,937,500	1,728,000	1,997,500	60,000	16%	3.1%
Printing	448,500	427,600	480,500	32,000	12%	7.1%
Service Center Printing and Mailing	60,000	62,000	66,000	6,000	6%	10.0%
Utilities	2,042,000	1,939,000	2,035,000	(7,000)	5%	-0.3%
Lease - Buildings	234,900	135,000	56,500	(178,400)	-58%	-75.9%
Leases - Equipment	20,200	16,500	18,200	(2,000)	10%	-9.9%
Records Management	1,900	1,800	1,900	-	6%	0.0%
Insurance	676,855	670,000	695,139	18,284	4%	2.7%
Repairs & Maint. - Equipment	171,300	155,800	248,300	77,000	59%	45.0%
Repairs & Maint. - Software and Hardware	884,865	933,700	613,700	(271,165)	-34%	-30.6%
Maintenance - Toll Collection Software	890,000	950,000	890,000	-	-6%	0.0%
Maintenance - Toll System Replacement	511,372	250,000	511,000	(372)	104%	-0.1%
Facilities Maintenance	1,832,620	1,841,637	1,661,180	(171,440)	-10%	-9.4%
Repairs and Maint. - Toll Equipment	2,987,796	2,820,750	2,894,082	(93,714)	3%	-3.1%
Repairs and Maint. - Toll Equipment Parts	420,500	360,250	390,500	(30,000)	8%	-7.1%
Repairs & Maint. - VES Equipment	521,303	500,000	515,069	(6,234)	3%	-1.2%
Repairs & Maint. - Vehicles	2,050	1,500	2,000	(50)	33%	-2.4%
Promotion - Sponsorships	-	1,017	-	-		
Promotion	1,757,500	1,757,500	1,800,000	42,500	2%	2.4%
Newsletter	2,000	3,600	3,600	1,600	0%	80.0%
Displays	1,500	1,500	3,500	2,000	133%	133.3%
Graphic Production Services	63,500	50,000	60,000	(3,500)	20%	-5.5%
Promotional Items	25,000	25,000	25,000	-	0%	0.0%
Bank Fees	1,194,000	1,389,300	1,512,500	318,500	9%	26.7%
Credit Card Fees	7,345,537	7,100,000	7,870,000	524,463	11%	7.1%
Security	12,760	9,990	5,610	(7,150)	-44%	-56.0%
Miscellaneous Expense	3,050	1,500	3,650	600	143%	19.7%
Office Supplies	43,569	34,900	43,900	331	26%	0.8%
Office Expense - Other	150,025	148,100	150,250	225	1%	0.1%
Operating Supplies	39,250	36,125	39,250	-	9%	0.0%
Transponder Supplies	10,000	7,000	10,000	-	43%	0.0%
Software Expense	47,275	50,150	600	(46,675)	-99%	-98.7%
Dues and Subscriptions	17,460	16,350	365,325	347,865	2134%	1992.4%
Books and Publications	600	100	600	-	500%	0.0%

Description	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
Seminars and Conferences	3,725	6,850	4,700	975	-31%	26.2%
Staff Training and Education	34,000	22,000	36,000	2,000	64%	5.9%
Contingency Project(s)	10,000	5,000	10,000	-	100%	0.0%
Furniture	9,550	5,200	12,050	2,500	132%	26.2%
Total Other:	49,868,609	48,030,196	54,087,478	4,218,869	13%	8.5%
SUBTOTAL	51,673,411	50,198,398	56,106,058	4,432,648	12%	8.6%
Interoperability Transaction Fee	5,500,000	5,000,000	7,500,000	2,000,000	50%	36.4%
TOTAL	57,173,411	55,198,398	63,606,058	6,432,648	15%	11.3%
CAPITAL EXPENDITURES						
General Equipment	133,500	50,000	133,500	-	167%	0.0%
Software	20,000	10,000	20,000	-	100%	0.0%
Total Capital Expenditures:	153,500	60,000	153,500	-	156%	0.0%

Central Florida Expressway Authority
Maintenance Activity - Summary

	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
Maintenance Administration (810)	\$ 2,617,836	\$ 2,486,868	\$ 3,485,551	\$ 867,715	40%	33%
Traffic Operations (820)	5,231,837	4,989,417	5,196,276	(35,561)	4%	-1%
Routine Maintenance (408, 414, 417, 429, 451, 453, 528)	9,981,350	10,335,722	11,255,399	1,274,049	9%	13%
Total Maintenance Costs	17,831,023	17,812,008	19,937,227	2,106,204	12%	12%

Capital Expenditures

Capital Expenditures						
Maintenance Administration (810)	39,000	33,177	60,000	21,000	81%	54%
Traffic Operations (820)	68,000	108,000	60,000	(8,000)	-44%	-12%
Total Capital Expenditures	107,000	141,177	120,000	13,000	-15%	12%

Central Florida Expressway Authority
Maintenance Activity - Total By Line Item

Description	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 977,901	\$ 925,415	\$ 1,002,817	\$ 24,916	8.4%	2.5%
Social Security and Medicare	72,456	68,777	74,857	2,401	8.8%	3.3%
Retirement Contributions -FRS	68,074	69,209	82,833	14,759	19.7%	21.7%
Life and Health Insurance	244,950	207,955	245,013	63	17.8%	0.0%
State Assessment	2,452	1,975	2,453	1	24.2%	0.0%
Workers' Compensation	34,682	34,290	34,792	110	1.5%	0.3%
Total Salaries & Benefits	1,400,515	1,307,621	1,442,765	42,250	10.3%	3.0%
OTHER						
Consultant Fees	120,000	90,000	125,000	5,000	38.9%	4.2%
Maintenance Program Support	112,000	112,000	162,000	50,000	44.6%	44.6%
Maintenance Program Support - ITS	1,020,000	850,000	850,000	(170,000)	0.0%	-16.7%
FON Program Support	200,000	250,000	250,000	50,000	0.0%	25.0%
Pavement Management System	35,000	35,000	35,000	-	0.0%	0.0%
Contract Personnel	80,887	75,000	510,887	430,000	581.2%	531.6%
Florida Highway Patrol Services	965,871	1,013,000	1,031,364	65,493	1.8%	6.8%
Motorist Service Patrol Agreement	1,400,000	1,334,000	1,760,812	360,812	32.0%	25.8%
Rapid Incident Scene Clearance	50,000	30,000	50,000	-	66.7%	0.0%
Travel	7,000	4,032	9,500	2,500	135.6%	35.7%
Reimbursed Local Travel	1,700	1,700	1,700	-	0.0%	0.0%
Gasoline	11,200	11,200	11,200	-	0.0%	0.0%
Telephone Service	8,900	7,500	-	(8,900)	-100.0%	-100.0%
Postage and Delivery	1,000	1,000	1,000	-	0.0%	0.0%
Utilities	132,000	132,000	140,000	8,000	6.1%	6.1%
Maintenance FON Locates	12,000	12,000	12,000	-	0.0%	0.0%
Maintenance - ITS Infrastructure	1,790,000	1,790,000	1,887,000	97,000	5.4%	5.4%
Repairs & Maint. - Software and Hardware	85,000	85,000	-	(85,000)	-100.0%	-100.0%
Repairs & Maint. - Fiber Optic Network	380,000	300,000	365,000	(15,000)	21.7%	-3.9%
Repairs & Maint. - Vehicles	6,000	5,933	6,000	-	1.1%	0.0%
Roadway and Bridges Maintenance	5,259,300	6,772,465	6,373,540	1,114,240	-5.9%	21.2%
Landscape Maintenance Service	3,655,300	2,640,336	3,781,454	126,154	43.2%	3.5%
Bridge Inspection	342,000	356,500	342,000	-	-4.1%	0.0%
Sign Maintenance/Inspection	294,500	282,000	306,280	11,780	8.6%	4.0%
Traffic Signals and Lights	164,000	126,300	164,000	-	29.8%	0.0%
Aquatics	218,750	158,121	240,625	21,875	52.2%	10.0%
Advertising and Legal Notices	1,000	1,000	1,000	-	0.0%	0.0%
Office Supplies	4,100	4,100	4,100	-	0.0%	0.0%
Office Expense - Other	4,500	4,200	4,500	-	7.1%	0.0%
Dues and Subscriptions	2,500	2,500	2,500	-	0.0%	0.0%
Seminars and Conferences	5,000	4,500	5,000	-	11.1%	0.0%
Staff Training and Education	8,500	8,500	8,500	-	0.0%	0.0%
Contingency Project(s)	47,500	-	47,500	-	-	0.0%
Furniture	5,000	4,500	5,000	-	11.1%	0.0%
Total Other:	16,430,508	16,504,387	18,494,462	2,063,954	12.1%	12.6%
TOTAL	17,831,023	17,812,008	19,937,227	2,106,204	11.9%	11.8%
CAPITAL EXPENDITURES						
General Equipment	10,000	7,000	60,000	50,000	757.1%	500.0%
Vehicle Purchases	57,000	56,177	-	(57,000)	-100.0%	-100.0%
Software	40,000	78,000	60,000	20,000	-23.1%	50.0%
Total Capital Expenditures:	107,000	141,177	120,000	13,000	-15.0%	12.1%

Central Florida Expressway Authority
Administration Activity - Summary

	2018 Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
General (610)	\$ 821,679	\$ 744,440	\$ 908,519	\$ 86,840	22%	11%
525 Magnolia (615)	24,646	24,605	25,324	678	3%	3%
Administrative Services (620)	2,052,154	2,025,879	2,108,650	56,496	4%	3%
Engineering (623)	57,185	55,980	60,316	3,130	8%	5%
Legal (625)	742,944	644,661	752,219	9,275	17%	1%
Accounting (630)	1,547,653	1,417,871	1,585,147	37,494	12%	2%
Procurement (640)	472,018	457,284	486,381	14,363	6%	3%
Records Management (655)	418,921	286,742	373,470	(45,451)	30%	-11%
Human Resources (660)	308,510	252,944	317,415	8,905	25%	3%
Supplier Diversity (665)	361,421	326,646	364,054	2,633	11%	1%
Communications (670)	704,937	689,203	759,841	54,904	10%	8%
Construction Administration (685)	59,354	48,277	61,142	1,788	27%	3%
Internal Audit (690)	564,000	564,000	564,000	-	0%	0%
Total Administration Costs	8,135,422	7,538,530	8,366,477	231,055	11%	3%

Capital Expenditures and Projects

Capital Expenditures

General (610)	45,000	31,500	45,000	-	43%	0%
HR (660)	30,000	-	30,000	-		0%
Communications (670)	85,000	-	85,000	-		0%
Construction Administration (685)	36,000	31,000	35,000	(1,000)	13%	-3%
Total Capital Expenditures	196,000	62,500	195,000	(1,000)	212%	-1%

Central Florida Expressway Authority
Administration Activity - Total By Line Item

Description	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 3,311,901	\$ 3,123,821	\$ 3,449,561	\$ 137,660	10.4%	4.2%
Social Security and Medicare	228,331	204,167	232,920	4,589	14.1%	2.0%
Retirement Contributions -FRS	406,734	406,504	470,700	63,965	15.8%	15.7%
Life and Health Insurance	759,315	677,915	781,099	21,783	15.2%	2.9%
State Assessment	7,706	6,160	8,007	302	30.0%	3.9%
Workers' Compensation	13,633	14,193	13,965	331	-1.6%	2.4%
Total Salaries & Benefits	4,727,620	4,432,760	4,956,251	228,631	11.8%	4.8%
OTHER						
Professional Services	835,250	679,303	725,250	(110,000)	6.8%	-13.2%
Legal Fees	200,000	175,000	200,000	-	14.3%	0.0%
Consultant Fees	218,729	194,677	212,993	(5,736)	9.4%	-2.6%
Auditing Fees	79,500	79,500	79,500	-	0.0%	0.0%
Contract Personnel	568,372	564,000	568,000	(372)	0.7%	-0.1%
Travel	51,300	34,415	52,700	1,400	53.1%	2.7%
Reimbursed Local Travel	8,945	5,602	11,650	2,705	108.0%	30.2%
Gasoline	2,150	1,400	2,150	-	53.6%	0.0%
Telephone Service	10,950	9,765	-	(10,950)	-100.0%	-100.0%
Postage and Delivery	6,000	5,000	5,200	(800)	4.0%	-13.3%
Printing	5,980	5,000	7,000	1,020	40.0%	17.1%
CAFR	17,500	17,500	17,500	-	0.0%	0.0%
Utilities	300,000	300,000	306,000	6,000	2.0%	2.0%
Leases - Equipment	37,432	36,000	36,500	(932)	1.4%	-2.5%
Records Management	30,000	26,000	31,056	1,056	19.4%	3.5%
Insurance	100,934	144,816	155,443	54,509	7.3%	54.0%
Repairs & Maint. - Equipment	10,300	5,000	10,000	(300)	100.0%	-2.9%
Support & Maint. - Software	98,910	99,089	104,043	5,133	5.0%	5.2%
Repairs & Maint. - Software and Hardware	41,850	30,000	41,850	-	39.5%	0.0%
Facilities Maintenance	225,500	175,500	245,500	20,000	39.9%	8.9%
Repairs & Maint. - Vehicles	2,050	2,000	2,000	(50)	0.0%	-2.4%
System Modifications Maintenance - Website	5,400	25,000	5,400	-	-78.4%	0.0%
Landscape Maintenance Service	52,000	32,000	61,857	9,857	93.3%	19.0%
Board Meeting Broadcasting	8,700	8,700	8,700	-	0.0%	0.0%
Photography	2,000	4,000	2,000	-	-50.0%	0.0%
Graphic Production Services	15,000	7,500	10,000	(5,000)	33.3%	-33.3%
Promotional Items	1,000	1,300	2,500	1,500	92.3%	150.0%
Advertising and Legal Notices	6,500	6,300	6,500	-	3.2%	0.0%
Bank Fees	36,000	36,000	37,000	1,000	2.8%	2.8%
Security	1,500	3,000	1,500	-	-50.0%	0.0%
Special Events	21,000	26,500	37,000	16,000	39.6%	76.2%
Employee Support Services	3,000	5,800	7,000	4,000	20.7%	133.3%
Miscellaneous Expense	17,500	1,850	18,500	1,000	900.0%	5.7%
Office Supplies	46,350	37,500	40,750	(5,600)	8.7%	-12.1%
Office Expense - Other	44,050	14,340	41,950	(2,100)	192.5%	-4.8%
Software Expense	2,500	25,000	2,500	-	-90.0%	0.0%
Dues and Subscriptions	222,725	218,879	233,759	11,034	6.8%	5.0%
Seminars and Conferences	21,575	21,104	30,725	9,150	45.6%	42.4%
Staff Training and Education	30,100	30,050	30,050	(50)	0.0%	-0.2%
Furniture	19,250	11,380	18,200	(1,050)	59.9%	-5.5%
Total Other:	3,407,802	3,105,770	3,410,226	2,424	9.8%	0.1%
TOTAL	8,135,422	7,538,530	8,366,477	231,055	11.0%	2.8%
CAPITAL EXPENDITURES						
General Equipment	25,000	11,000	20,000	(5,000)	81.8%	-20.0%
Vehicles	56,000	51,500	60,000	4,000	16.5%	7.1%
Software	115,000	-	115,000	-	-	0.0%
Total Capital Expenditures:	196,000	62,500	195,000	(1,000)	212.0%	-0.5%

Cental Florida Expressway Authority
Other Operating

	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
Traffic & Engineering Consultant	\$ 500,000	\$ 444,755	\$ 461,750	\$ (38,250)	4%	-8%
General Systems Consultant	-	-	400,000	400,000		
General Engineering Consultant	2,035,599	1,680,119	1,592,000	(443,599)	-5%	-22%
Total Other Operating Expenses	<u>2,535,599</u>	<u>2,124,874</u>	<u>2,453,750</u>	<u>(81,849)</u>	<u>15%</u>	<u>-3%</u>

**Cental Florida Expressway Authority
Goldenrod Road - Summary**

	2018 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2018 Budget	% Inc (Decr) over Proj. 2018 Actual	% Inc (Decr) over 2018 Budget
Maintenance	\$ 151,000	\$ 155,545	\$ 127,702	\$ (23,298)	-18%	-15%
Operations	308,786	297,249	322,032	13,246	8%	4%
TOTAL	459,786	452,794	449,734	(10,052)	-1%	-2%
TOLL REVENUE	(2,000,000)	(2,200,000)	(2,200,000)	(200,000)		10%
NET RESULT OF ACTIVITY	1,540,214	1,747,206	1,750,266	210,052	0%	14%

Central Florida Expressway Authority

Five-Year Work Plan

Category Summary

Category	Project Cost (thousand \$)							
	Fiscal Year							Total
	18/19		19/20		20/21	21/22	22/23	
	E	U	E	U	U	U	U	
Existing System Improvements	74,023	22,488	12,634	142,265	315,199	155,569	46,983	769,161
System Expansion Projects	2,744	9,676	0	12,149	37,645	105,784	387,140	555,138
Interchange Projects	117,416	0	90,819	5,495	6,617	12,350	43,704	276,401
Facilities Projects	47	2,224	0	4,065	4,158	1,554	1,155	13,203
Transportation Technology Projects	7,184	6,881	0	9,009	5,554	3,989	3,138	35,755
Information Technology Projects	21,922	15,337	4,854	11,835	7,251	5,000	4,000	70,199
Signing and Pavement Markings	210	1,627	0	2,847	1,966	1,392	180	8,222
Renewal and Replacement Projects	18,826	25,174	0	58,165	31,203	35,335	8,119	176,822
Landscape Projects	0	810	0	805	1,435	810	805	4,665
SUB TOTALS	242,372	84,217	108,307	246,635	411,028	321,783	495,223	
TOTALS	326,589		354,942		411,028	321,783	495,223	1,909,565
Non-System Projects	0	0	0	0	0	0	0	0
GRAND TOTALS	326,589		354,942		411,028	321,783	495,223	1,909,565

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. In general, all other costs escalated at an average of 2.7% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority

Five-Year Work Plan

Existing System Improvements Summary (Page 1 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
1	408-128	SR 408 Widening from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Add Lanes, Mill & Resurface	44,800	0	11,200	0	0	0	0	SP	Construction
2	417-134	SR 417 Widening from Econ Trail to County Line	Econlockhatchee Trail	County Line	2.3	Add Lanes, Mill & Resurface	0	16,052	0	30,263	0	0	0	SP	Bidding & Construction
3	417-141	SR 417 Widening from International Drive to John Young Parkway	International Drive	John Young Parkway	4.1	Add Lanes, Mill & Resurface	6,660	0	0	28,975	58,350	0	0	SP	Design & Construction
4	417-142	SR 417 Widening from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.7	Add Lanes, Mill & Resurface	6,570	0	0	28,584	57,148	0	0	SP	Design & Construction
5	417-149	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	Landstar Boulevard	Boggy Creek Road	3.7	Add Lanes, Mill & Resurface	4,536	0	1,134	12,420	49,641	12,410	0	SP	Design & Construction
6	417-150	SR 417 Widening from Boggy Creek Road to Narcoossee Road	Boggy Creek Road	Narcoossee Road	4.5	Add Lanes, Mill & Resurface	0	0	0	0	976	3,903	21,198	SP	Design & Partial Construction
7	417-151	SR 417 Widening from Narcoossee Road to SR 528	Narcoossee Road	SR 528	4.7	Add Lanes, Mill & Resurface	0	1,479	0	5,917	32,128	64,236	0	SP	Design & Construction
8	-	SR 417 Widening - Curry Ford to Lake Underhill Road Landscaping	Curry Ford Road	Lake Underhill Road	1.6	Landscaping	0	0	0	19	300	20	20	SP	Design, Installation & Maintenance
9	417-253G	SR 417 / SR 408 Interchange Landscaping	-	-	-	Interchange Landscaping	0	0	0	0	0	80	1,098	SP	Design, Installation & Partial Maintenance
10	-	SR 417 / Florida's Turnpike Interchange Landscaping	-	-	-	Interchange Landscaping	0	0	0	0	54	780	20	SP	Design, Installation & Partial Maintenance
11	-	SR 429 / Florida's Turnpike Interchange	-	-	-	Interchange Improvements	0	0	0	0	0	0	10,000	SP	Agency Partnership
12	429-154	SR 429 Widening from CR 535 to Florida's Turnpike	CR 535	Florida's Turnpike / SR 50	1.5	Add Lanes, Mill & Resurface	0	0	0	1,303	0	0	0	SP	Design
13	429-152	SR 429 Widening from Florida's Turnpike to West Road	Florida's Turnpike / SR 50	West Road	6.1	Add Lanes, Mill & Resurface	0	3,503	0	2,345	50,747	25,373	0	SP	Design & Construction
14	429-153	SR 429 Widening from West Road to SR 414	West Road	SR 414	3.4	Add Lanes, Mill & Resurface	0	536	0	2,145	11,653	24,125	0	SP	Design & Construction
15	429-654D	SR 429 / CR 535 Northbound On Ramp Improvements	-	-	-	On Ramp Improvements	6,832	0	0	0	0	0	0	SP	Partial Construction
Encumbered Total							69,398		12,334						
Unencumbered Total								21,570		111,972	260,996	130,927	32,336		
SUB-TOTALS (Page 1)							90,968		124,306		260,996	130,927	32,336		

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. In general, all other costs escalated at an average of 2.7% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority

Five-Year Work Plan

Existing System Improvements Summary (Page 2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
16	528-143	SR 528 Widening - SR 436 to Goldenrod Rd.	SR 436	Goldenrod Road	1.4	Ramps, Add Lanes, Mill & Resurface	4,400	0	0	25,452	50,885	0	0	SP	Design & Construction
17	-	SR 528 Widening from Narcoossee Road to SR 417	Narcoossee Road	SR 417	1.8	Add Lanes, Mill & Resurface	0	0	0	802	812	20,743	0	SP	Design & Construction
18	-	SR 528 Widening from SR 417 to Innovation Way	SR 417	Innovation Way	3.2	Add Lanes, Mill & Resurface	0	0	0	0	624	2,498	13,571	SP	Design & Partial Construction
19	-	SR 528 Airport Frontage Landscaping	Boggy Creek Road	SR 436	2.1	Landscaping	0	0	0	0	250	20	20	SP	Design, Installation & Maintenance
20	528-915	Owner's Authorized Rep. for the Brightline Const. along SR 528	OIA	SR 520	-	Roadway Construction CEI	225	0	300	0	300	75	0	SP	Construction Liaison
21	599-156	SR 408 WB exit ramp Intersection Improvements with Old Winter Garden Rd.	-	-	-	Minor Roadway Projects - Signalization	0	60	0	174	0	0	0	SP	Design & Construction
22	-	SR 408 EB Mills Avenue Exit Ramp Improvements	-	-	-	Minor Roadway Projects	0	60	0	174	0	0	0	SP	Design & Construction
23	-	Systemwide Safety and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	50	0	473	316	301	176	SP	Design & Construction
24	-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	20	0	155	155	150	90	SP	Design & Construction
25	-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	20	0	155	155	150	90	SP	Design & Construction
26	-	SR 528 / SR 520 Interchange Lighting	-	-	-	Lighting Replacement	0	158	0	2,338	0	0	0	SP	Design & Construction
27	599-137	Systemwide Lighting & LED Upgrades	-	-	-	Lighting Rehabilitation	0	0	0	20	155	155	150	SP	Design & Construction
28	-	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	0	300	0	300	300	300	300	SP	Multimodal/Intermodal Study
29	-	Safety Campaign	-	-	-	Safety Project	0	250	0	250	250	250	250	SP	Communications
Encumbered Total							4,625		300						
Unencumbered Total								918		30,293	54,202	24,642	14,647		
SUB-TOTALS (Page 2)							5,543		30,593		54,202	24,642	14,647		
TOTALS							96,511		154,899		315,199	155,569	46,983		

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. In general, all other costs escalated at an average of 2.7% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
System Expansion Projects Summary (Page 1 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
30	599-215	Northeast Connector Expressway Extension Study	Northeast District	SR 528	8.0	New Expressway	1,059	0	0	0	0	0	0	SP	Concept, Feasibility & Mobility Study
31	599-225	Lake / Orange County Connector Feasibility/PD&E Study	US 27	SR 429	-	New Expressway	1,500	0	0	0	0	0	0	SP	PD&E
32	-	Lake / Orange County Connector (Potential)	US 27	SR 429	5.0	New Expressway	0	0	0	0	0	7,531	7,531	SP	Design
33	408-254	SR 408 Eastern Extension PD&E	Challenger Parkway	SR 520	-	New Expressway	100	0	0	0	0	0	0	SP	PD&E
34	-	SR 408 Eastern Extension - Segment 1 (Potential)	Challenger Parkway	Avalon Park Boulevard	2.1	New Expressway	0	0	0	0	0	8,513	8,513	SP	Design
35	599-221	Osceola Parkway Extension PD&E Study Re-Evaluation (Potential)	Boggy Creek Road	Sunbridge Parkway	-	New Expressway	0	2,000	0	0	0	0	0	SP	PD&E
36	-	Osceola Parkway Extension - Segment 1 (Potential)	Jeff Fuqua Boulevard	Narcoossee Road	7.5	New Expressway	0	0	0	7,547	15,094	34,519	125,214	SP	Design, Partial Right-of-Way, & Partial Construction
37	-	Osceola Parkway Extension - Segment 2 (Potential)	Narcoossee Road	Sunbridge Parkway	5.3	New Expressway	0	0	0	0	13,386	19,012	126,453	SP	Design, Partial Right-of-Way, & Partial Construction
38	599-224	Poinciana Parkway Extension PD&E Study (Potential)	Cypress Parkway	CR 532	-	New Expressway	0	2,000	0	0	0	0	0	SP	PD&E
39	-	Poinciana Parkway Extension - Segment 1 (Potential)	Cypress Parkway	SR 538 @ Kinny Harmon Road	7.4	New Expressway	0	0	0	0	0	4,425	8,849	SP	Design
40	-	Southport Connector - Segment 1 (Potential)	Pleasant Hill Rd.	Future Interchange	5.0	New Expressway	0	0	0	0	0	9,823	51,621	SP	Design & Partial Right-of-Way
41	-	Southport Connector - Segment 2 (Potential)	Future Interchange	Florida's Turnpike	4.5	New Expressway	0	0	0	0	0	6,548	46,357	SP	Design & Partial Right-of-Way
42	-	Southport Connector - Segment 3 (Potential)	Florida's Turnpike	Canoe Creek Rd.	2.0	New Expressway	0	0	0	0	6,945	13,891	11,582	SP	Design & Partial Right-of-Way
SUB-TOTALS (Page 1)							2,659		0						
								4,000		7,547	35,425	104,262	386,120		
							6,659		7,547	35,425	104,262	386,120			

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. Right-of-Way costs escalated at 6.0% per year.
In general, all other costs escalated at an average of 2.7% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority

Five-Year Work Plan

System Expansion Projects Summary (Page 2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
43	-	SR 414 Direct Connection Study (Potential)	US 441	SR 434	-	New Expressway	0	0	0	517	0	0	0	SP	Concept Study
44	-	Future Corridor Planning Studies (Potential)	-	-	-	New Expressway	0	1,000	0	1,000	1,000	1,000	1,000	SP	Planning Studies
45	-	2045 Master Plan	-	-	-	Master Plan	0	0	0	0	637	0	0	SP	Planning
46	429-200G	SR 429 / SR 414 Interchange Landscape Phase II	-	-	-	Landscaping	20	0	0	0	0	0	0	SP	Partial Maintenance
47	429-825	Wekiva Parkway (206) Landscape	Coronado Somerset Dr.	SR 46	-	Landscaping	0	951	0	20	10	0	0	SP	Installation & Maintenance
48	429-824	Wekiva Parkway (202 & 203) Landscape	US 441	Kelly Park Road	-	Landscaping	0	60	0	60	0	0	0	SP	Maintenance
49	429-826	Wekiva Parkway (205) Landscape	Plymouth Sorrento Rd.	South of Orange/Lake County Line	-	Landscaping	65	879	0	884	20	5	0	SP	Design, Installation & Maintenance
50	-	Wekiva Parkway (204) Landscape (Systems IC)	South of Ondich Rd.	Plymouth Sorrento Rd.	-	Landscaping	0	161	0	2,085	20	15	0	SP	Design, Installation & Maintenance
51	-	Wekiva Parkway (203) Kelly Park Rd. Interchange Landscape	Kelly Park Rd. Interchange	-	-	Landscaping	0	0	0	36	533	502	20	SP	Design, Installation & Partial Maintenance
52	429-051	SR 429 - Wekiva Parkway (Right-of-Way)	US 441	East of Mt Plymouth Rd and NW to SR 46	-	New Expressway	0	2,625	0	0	0	0	0	SP / CF	Right-of-Way
Encumbered Total							85		0						
Unencumbered Total								5,676		4,602	2,220	1,522	1,020		
SUB-TOTALS (Page 2)							5,761		4,602		2,220	1,522	1,020		
TOTALS							12,420		12,149		37,645	105,784	387,140		

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. Right-of-Way costs escalated at 6.0% per year.

In general, all other costs escalated at an average of 2.7% per year.

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Central Florida Expressway Authority
Five-Year Work Plan
Interchange Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
53	408-253G	SR 408/SR 417 Interchange (Phase II) Design-Build	SR 408/SR 417	Lake Underhill Road	-	Ramps, Mill & Resurface	41,216	0	10,304	0	0	0	0	SP	Construction
54	-	SR 429 / Schofield Road Interchange Landscaping	-	-	-	Landscaping	0	0	0	0	0	0	14	SP	Partial Design
55	417-301D	SR 417 / Boggy Creek Road Interchange (Phase III) Landscaping	-	-	-	Landscaping	20	0	15	0	0	0	0	SP	Partial Maintenance
56	408-312	SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	75,500	0	80,500	0	300	0	0	SP	Contribution, Corridor Consultant, & Const. Liaison
57	429-316A	SR 429 Stoneybrook West Interchange	-	-	-	Interchange Design	680	0	0	5,490	3,160	0	0	SP	Design & Construction
58	-	SR 528 / Innovation Way Landscaping	-	-	-	Landscaping	0	0	0	0	48	598	20	SP	Design, Installation & Partial Maintenance
59	-	SR 528 - Dallas Boulevard Interchange	East of Econ River Bridge	East of Dallas Blvd.	-	Interchange Reconstruction	0	0	0	5	3,109	11,752	43,670	SP	Design & Construction
Encumbered Total							117,416		90,819						
Unencumbered Total								0		5,495	6,617	12,350	43,704		
TOTALS							117,416		96,314		6,617	12,350	43,704		

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. In general, all other costs escalated at an average of 2.7% per year.
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Central Florida Expressway Authority
Five-Year Work Plan

Facilities Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
60	-	Systemwide Toll Plaza Projects	-	-	-	Toll Plaza Projects	0	100	0	100	100	100	100	SP	Design & Construction
61	-	Systemwide Generator Replacement (SR 417 / 408 / 429)	-	-	-	Generator Replacement	0	35	0	2,140	0	0	0	SP	Design & Construction
62	-	Systemwide Generator Replacement (SR 429)	-	-	-	Generator Replacement	0	0	0	41	595	0	0	SP	Design & Construction
63	-	Systemwide Generator Replacements and Upgrades	-	-	-	Generator Replacements	0	0	0	0	16	346	26	SP	Design & Construction
64	599-732A	SR 408 and SR 429 Toll Plaza Air Conditioner Replacements	-	-	-	Air Conditioner Replacements	47	0	0	0	0	0	0	SP	Construction
65	-	Systemwide Air Conditioner Unit Replacement 408 / 429 / 414	-	-	-	Air Conditioner Replacements	0	41	0	297	0	0	0	SP	Design & Construction
66	-	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	0	0	0	28	143	64	SP	Design & Construction
67	-	SR 408 Ramp Plazas Roof Replacements	-	-	-	Roof Replacements	0	716	0	0	0	0	0	SP	Design & Construction
68	-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	0	0	540	540	540	540	SP	Design & Construction
69	-	Systemwide Uninterrupted Power Supply (UPS) Replacements	-	-	-	UPS Replacements	0	110	0	110	110	110	110	SP	Installation
70	599-413	CFX Headquarters 1st & 3rd Floor Renovations	-	-	-	Building Modification	0	1,197	0	0	0	0	0	SP	Bidding & Construction
71	-	Miscellaneous CFX Headquarters Improvements	-	-	-	Miscellaneous Projects	0	25	0	315	315	315	315	SP	Design & Construction
72	599-416A	CFX East District Facility	-	-	-	District Facility	0	0	0	398	670	0	0	SP	Design & Construction
73	-	CFX West District Facility	-	-	-	District Facility	0	0	0	124	1,784	0	0	SP	Design & Construction
Encumbered Total							47		0						
Unencumbered Total								2,224		4,065	4,158	1,554	1,155		
TOTALS							2,271		4,065		4,158	1,554	1,155		

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Central Florida Expressway Authority
Five-Year Work Plan
Transportation Technology Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
74	408-509	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	100	0	50	50	50	50	SP	Utility Adjustments
75	599-536	Regional ITS Partnership Projects	-	-	-	Regional ITS Partnership Projects	0	180	0	180	180	180	180	SP	Partnership Contributions
76	599-524	ITS Network Upgrade Phase II	-	-	-	Re-splice Network Physical Architecture	0	1,820	0	0	0	0	0	SP	Design & Installation
77	599-547	Wekiva Parkway CCTV Deployment Sections 2A, 2B & 2C	-	-	-	CCTV Cameras	0	953	0	943	0	0	0	SP	Installation
78	-	Advanced Expressway Operations Performance Measures	-	-	-	Enhancements to ITS Data Analysis Systems	0	0	0	1,345	0	0	0	SP	Implementation
79	599-537	Supplemental DCS and CCTV Deployment	-	-	-	Deploy DCS and CCTV Cameras	7,184	0	0	0	0	0	0	SP	Installation
80	599-526	Wrong-Way Driving Countermeasures	-	-	-	Wrong-Way Driving Countermeasures	0	35	0	1,735	1,193	0	0	SP	Design & Construction
81	-	Security Cameras - Plazas, Ramps, and Service Centers	-	-	-	Security Cameras	0	215	0	308	0	0	0	SP	Design & Construction
82	-	Traffic Safety Improvements Pilot	-	-	-	Warning Devices	0	322	0	0	0	0	0	SP	Bidding & Construction
83	-	Three-Line DMS Upgrade Program	-	-	-	New Full-Color DMS roadway signs	0	2,581	0	3,764	3,862	3,593	1,205	SP	Design & Construction
84	-	Field Ethernet Switch Replacement	-	-	-	IT Network switches	0	153	0	157	162	166	0	SP	Implementation
85	-	Connected Vehicle Study	-	-	-	Connected Vehicle Study	0	150	0	0	0	0	0	SP	Concept Study
86	-	Transportation Technology Master Plan	-	-	-	Connected Vehicle Pilot Concept	0	203	0	0	0	0	0	SP	Concept
87	599-538	Connected Vehicle Pilot Project	-	-	-	Pilot Project	0	169	0	236	0	0	0	SP	Design and Construction
88	-	Connected Vehicle Technology Deployment	-	-	-	Deployment of Connected Vehicle Technology	0	0	0	0	0	0	1,703	SP	Design and Implementation
89	-	Terminal Server Replacement	-	-	-	Replacement of Digi Terminal Servers	0	0	0	135	0	0	0	SP	Construction
90	-	Remote Power Managers Replacement	-	-	-	Replacement of Minuteman Remote Power Managers	0	0	0	52	0	0	0	SP	Installation
91	-	MG2 Lower Arm Replacement	-	-	-	Replacement of Lowering Arms for HD Cameras	0	0	0	104	107	0	0	SP	Installation
Encumbered Total							7,184		0						
Unencumbered Total								6,881		9,009	5,554	3,989	3,138		
TOTALS							14,065		9,009		5,554	3,989	3,138		

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Central Florida Expressway Authority
Five-Year Work Plan
Information Technology Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
92	599-902	Toll Collection System Upgrade	-	-	-	Hardware & Software	17,668	0	4,436	0	3,569	0	0	SP	Implementation & Testing
93	599-533	Software - Hardware Replacements & Upgrades	-	-	-	Hardware and Software	0	1,200	0	1,200	0	5,000	4,000	SP	Design & Implementation
94	-	Back Office - E-PASS Re-Write	-	-	-	Hardware & Software	0	9,202	0	6,958	3,482	0	0	SP	Design & Implementation
95	599-531	eCommerce Mobile Application	-	-	-	Software	0	468	0	366	0	0	0	SP	Design & Implementation
96	-	Financial / Accounting Software Replacement	-	-	-	Software	0	810	0	0	0	0	0	SP	Design
97	-	E-PASS Service Center Relocations and Buildout	-	-	-	New Building for Walk-Up Center	0	1,117	0	2,911	0	0	0	SP	Design & Construction
98	-	E-PASS Parking Initiatives	-	-	-	E-PASS at Offsite Garages	0	2,040	0	0	0	0	0	SP	Design and Implementation
99	-	Third-Party Toll Technology	-	-	-	Software Testing	0	500	0	400	200	0	0	SP	Support Services
100	-	Airport E-PASS Rental Car Program	-	-	-	E-PASS for airport car rentals.	2,000	0	0	0	0	0	0	SP	Design, Construction, Implementation
101	-	Toll Plazas Security Camera	-	-	-	Hardware & Software	2,254	0	418	0	0	0	0	SP	Implementation & Testing
Encumbered Total							21,922		4,854						
Unencumbered Total								15,337		11,835	7,251	5,000	4,000		
TOTALS							37,259		16,689		7,251	5,000	4,000		

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. In general, all other costs escalated at an average of 2.7% per year.

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Central Florida Expressway Authority

Five-Year Work Plan

Signing and Pavement Markings Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
102	429-631	SR 429/CR 437A Int. SB Merge Signage	-	-	-	Signing	150	874	0	864	0	0	0	SP	Partial Design & Construction
103	428-628	SR 408 Guide Sign Replacement	-	-	-	Signing	60	586	0	1,152	0	0	0	SP	Partial Design & Construction
104	-	SR 417 Guide Sign Replacement	-	-	-	Signing	0	62	0	663	1,182	0	0	SP	Design & Construction
105	-	SR 414 Guide Sign Replacement	-	-	-	Signing	0	0	0	63	679	1,212	0	SP	Design & Construction
106	-	Systemwide Miscellaneous Signing and Pavement Markings	-	-	-	Signing & Pavement Markings	0	105	0	105	105	180	180	SP	Design & Construction
Encumbered Total							210		0						
Unencumbered Total								1,627		2,847	1,966	1,392	180		
TOTALS							1,837		2,847		1,966	1,392	180		

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. In general, all other costs escalated at an average of 2.7% per year.

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Central Florida Expressway Authority

Five-Year Work Plan

Renewal and Replacement Projects Summary (Page 1 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
107	408-742A	SR 408 Resurfacing	West SR 50	Ortman/Mercy Dr.	3.9	Mill & Resurface	4,400	0	0	0	0	0	0	RR	Construction
108	408-742B	SR 408 Resurfacing	Ortman/Mercy Dr.	I-4	3.2	Mill & Resurface	2,205	0	0	0	0	0	0	RR	Construction
109	408-746	SR 408 Resurfacing	East of I-4	Lake Underhill Bridge	1.8	Mill & Resurface	0	6,109	0	3,050	0	0	0	RR	Construction
110	-	SR 408 Resurfacing	Yucatan Drive	SR 417	2.6	Mill & Resurface	0	0	0	0	679	12,904	0	RR	Design & Construction
111	-	SR 408 Resurfacing	East of Woodbury Rd.	North of SR 50 (East)	1.3	Mill & Resurface	0	0	0	0	230	4,305	0	RR	Design & Construction
112	-	SR 414 Resurfacing	West of SR 451	West of Keene Rd.	3.8	Mill & Resurface	0	796	0	10,187	5,088	0	0	RR	Design & Construction
113	-	SR 414 Resurfacing	West of Keene Rd.	US 441 (East)	3.1	Mill & Resurface	0	551	0	7,056	3,523	0	0	RR	Design & Construction
114	-	SR 417 Resurfacing	SR 528	Curry Ford Rd.	2.6	Mill & Resurface	0	0	0	723	9,244	4,617	0	RR	Design & Construction
115	-	SR 417 Resurfacing	SR 408	Canal E-4 Bridge	2.1	Mill & Resurface	0	0	0	472	9,043	0	0	RR	Design & Construction
116	429-752	SR 429 Pavement Study CR 535 to SR 451	CR 535	SR 451	1.6	Pavement Study	10	0	0	0	0	0	0	RR	Study
117	-	SR 429/414 Resurfacing	SR 414	US 441	3.0	Mill & Resurface	0	0	0	0	0	0	784	RR	Design
118	-	SR 451 Resurfacing	North of CR 437A Ramps	US 441	1.7	Mill & Resurface	0	0	0	0	258	4,957	0	RR	Design & Construction
119	528-747	SR 528 Resurfacing	SR 417	Innovation Way	5.8	Mill & Resurface	218	6,152	0	12,404	0	0	0	RR	Partial Design & Construction
120	528-749	SR 528 Resurfacing	Innovation Way	East of Dallas Blvd.	6.7	Mill & Resurface	93	4,616	0	4,606	0	0	0	RR	Partial Design & Construction
Encumbered Total							6,927		0						
Unencumbered Total								18,224		38,498	28,065	26,783	784		
SUB-TOTALS (Page 1)							25,151		38,498		28,065	26,783	784		

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U = Unencumbered costs

Central Florida Expressway Authority

Five-Year Work Plan

Renewal and Replacement Projects Summary (Page 2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
121	528-750	SR 528 Resurfacing	East of Dallas Blvd.	SR 520	7.6	Mill & Resurface	162	5,384	0	10,748	0	0	0	RR	Partial Design & Construction
122	528-131	SR 528 Econ River Bridge	-	-	-	Bridge Replacement & Widening	6,586	0	0	0	0	0	0	RR	Construction
123	-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	0	25	0	290	290	290	290	RR	Design & Construction
124	-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	0	60	0	310	310	310	310	RR	Design & Construction
125	-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	52	0	429	429	392	243	RR	Design & Construction
126	599-734	Systemwide Coatings SR 408	Good Homes Road	I-4	-	Painting & Inspections	5,152	0	0	0	0	0	0	RR	Construction
127	-	Systemwide Coatings Ramp Plaza Butterfly Structures	-	-	-	Painting & Inspections	0	46	0	425	0	0	0	RR	Design & Construction
128	-	Systemwide Coatings	-	-	-	Painting & Inspections	0	150	0	4,490	160	4,630	4,490	RR	Design & Construction
129	-	Systemwide Fence Projects	-	-	-	Fencing Replacement	0	275	0	275	275	275	275	RR	Construction
130	-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Structural	0	17	0	110	110	110	110	RR	Design & Construction
131	-	Systemwide Reflective Pavement Markers & Thermo Striping	-	-	-	RPM & Striping	0	25	0	135	180	185	140	RR	Design & Construction
132	-	Systemwide Trailblazer Upgrades	-	-	-	Signing	0	620	0	615	1,085	620	645	RR	Design & Construction
133	-	Systemwide Signing Replacement Projects	-	-	-	Signing	0	145	0	1,685	140	1,740	832	RR	Design & Construction
134	599-528	Traffic Management CCTV Upgrade	-	-	-	Equipment Cameras	0	151	0	155	159	0	0	RR	Implementation
Encumbered Total							11,900		0						
Unencumbered Total								6,950		19,667	3,138	8,552	7,335		
SUB-TOTALS (Page 2)							18,849		19,667		3,138	8,552	7,335		
TOTALS							44,000		58,165		31,203	35,335	8,119		

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. In general, all other costs escalated at an average of 2.7% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Landscape Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	18/19		19/20		20/21	21/22	22/23		
							E	U	E	U	U	U	U		
135	-	Systemwide Discretionary Landscape Projects	-	-	-	Landscaping	0	810	0	805	1,435	810	805	SP	Design & Construction
Encumbered Total							0		0						
Unencumbered Total								810		805	1,435	810	805		
TOTALS							810		805		1,435	810	805		

* Construction costs escalated at 2.8% for FY 2019, 2.6% for FY 2020, 2.5% for FY 2021, 2.7% for FY 2022, and 2.8% for FY 2023. In general, all other costs escalated at an average of 2.7% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

F. 7.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY



Reload Customer Service Lane Update

Corey Quinn, Chief of Technology/Operations

— June 29, 2018 —




RELOAD Update

In-lane, drive-up customer service program is first of its kind in the continental United States

ABOUT

- Drive-thru customer service lanes to reload E-PASS accounts or get a FREE E-PASS
- SR 408 Conway, SR 429 Forest Lake and SR 417 John Young Mainline Toll Plazas
- Launched May 2016
- Reload lane open 7 days a week, 6am – 8pm
- Staffed by AECOM

BENEFITS

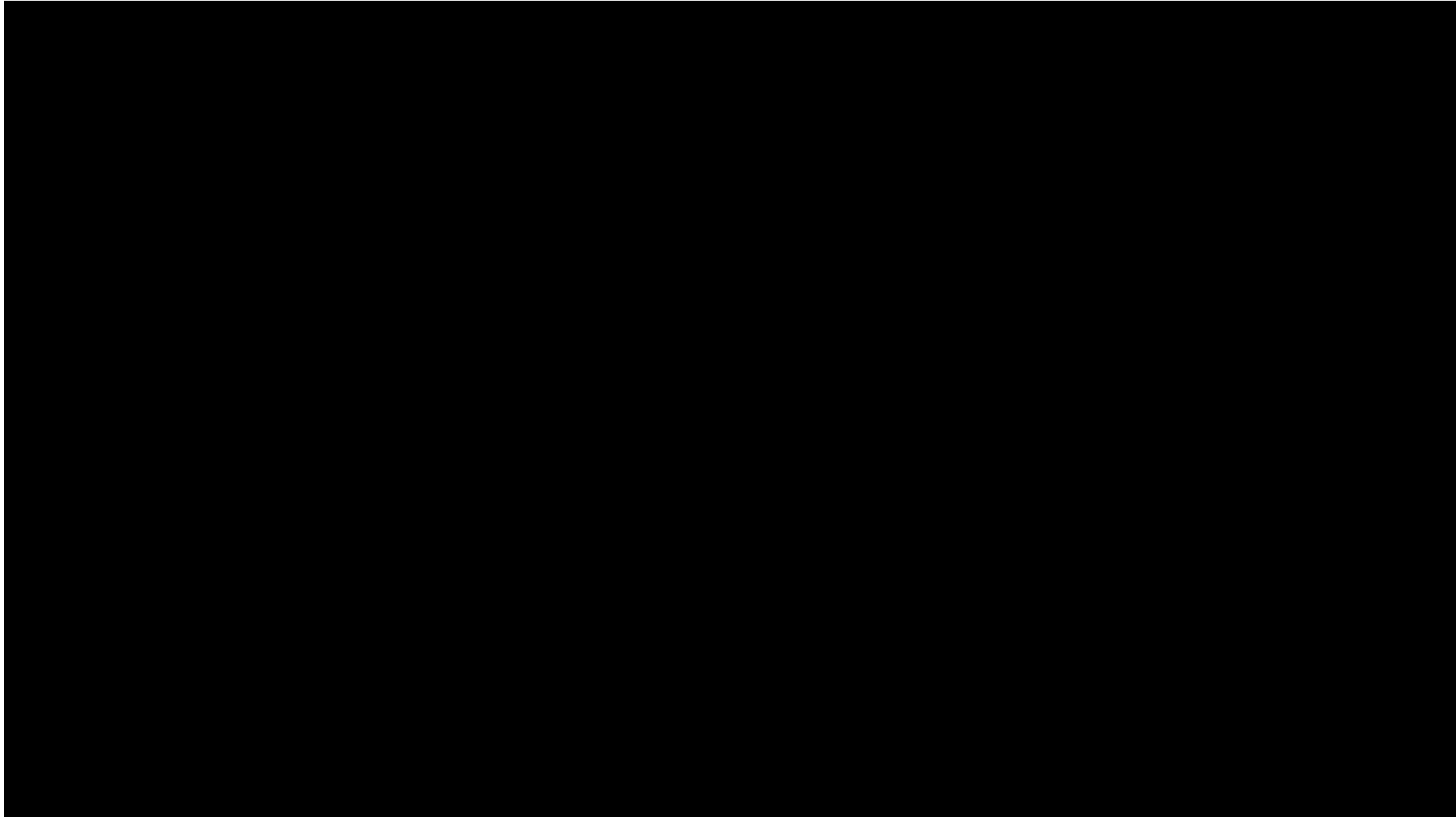
- Customer convenience
- Additional payment options
- Faster way to get a FREE 



[illegible]



In-lane, drive-up customer service program is first of its kind in the continental United States

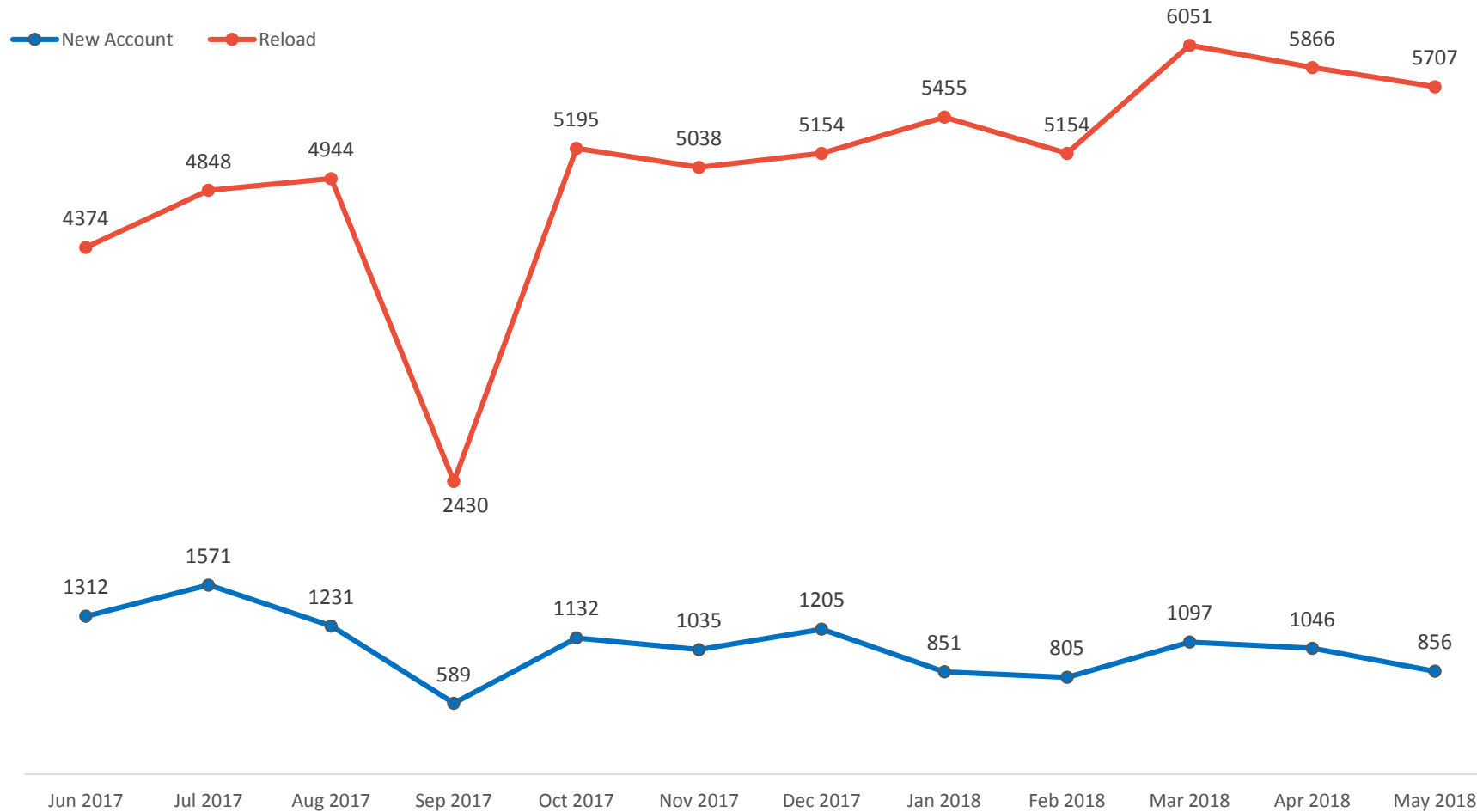




E-PASS Sales & Reload Use

June 2017 to May 2018

Monthly Averages: 1104 E-PASS sales and 5253 E-PASS account reloads.



*Due to Hurricane Irma Reload lanes shut down from 9/5/17 @ 5:00 pm thru 9/20/17



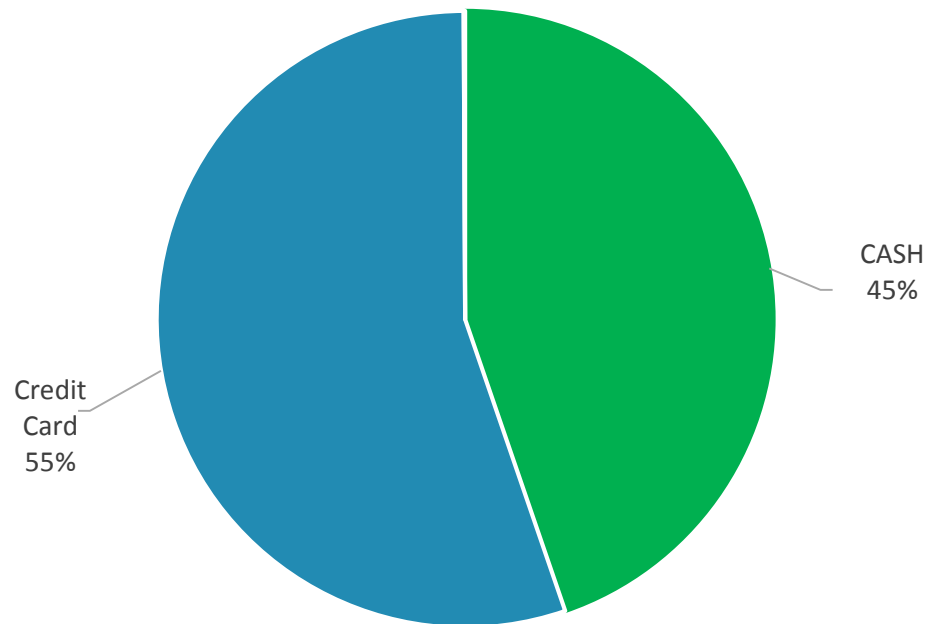


Payment Types

New E-PASS customers require a minimum of \$10 to activate the pre-paid account

Period: 6/1/2017 through 6/1/2018

New Account Activation Payment Type



Reload Payment Type

